

# MAX NEW YORK LIFE INSURANCE COMPANY LIMITED Regd. Office: Max House, 1 Dr. Jha Marg, Okhla, New Delhi - 110 020

## **TERM RIDER**

#### 1. THE CONTRACT

- 1.1 This Rider Contract ("**Rider**") forms part of and supplements the Base Policy referred to in the Schedule/ Endorsement (the "**Base Policy**"). The Proposal and other particulars (if any) together with the premium deposit and declarations, received from the Proposer, form the basis of this Rider. In addition to the terms and conditions of this Rider, this Rider is also subject to the terms and conditions of the Base Policy. In the event of any inconsistency between the terms and conditions of the Base Policy and this Rider, the provisions of this Rider shall prevail with respect to the matters dealt with in this Rider.
- 1.2 The Company agrees to provide the benefits under this Rider while this Rider is in force.

#### 2. BENEFITS

- 2.1 On the happening of the Insured Event, the Company shall pay the benefits specified in the Schedule/ Endorsement.
- 2.2 The benefits under this Rider are in addition to the benefits available under the Base Policy and/ or any other Rider(s) in force.

## 3. PERIOD OF COVERAGE

The Rider will remain effective from the Effective Date of this Rider and shall remain valid for the period stated in the Schedule/ Endorsement unless terminated in accordance with Section 7 (seven) below.

## 4. SUICIDE EXCLUSION

Notwithstanding anything to the contrary contained herein, if the Life Insured commits suicide, whether sane or not at the time, within one year from the later of :

- (a) the Effective Date of this Rider; or
- (b) the date of issue of this Rider, or
- (c) the date of any reinstatement of this Rider,

then the coverage under this Rider shall come to an end simultaneously with the occurrence of such event, and the liability of the Company shall be limited to refund of the Premium(s) received, without interest, less any expenses incurred by the Company.

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#### 5. EXCLUSIONS

- 5.1 Notwithstanding anything to the contrary stated herein, the Company shall not be liable on the death of the Life Insured if death of the Life Insured occurs from, or is caused by, either directly or indirectly, voluntarily or involuntarily, one of the following:
  - (i) injuries resulting from riots, civil commotion, rebellion, war (whether war be declared

or not); or

- (ii) the Life Insured committing any breach of law; or
- (iii) the employment of the Life Insured in the police or armed forces or military/ paramilitary service of any country in a state of war (whether war be declared or not) or of armed conflict; or
- (iv) results from infection with HIV/ AIDS within 5 years from the later of Effective Date of this Rider or the date of issue of this Rider.
- 5.2 In addition to the above, this Rider is further subject to the exclusions as provided in the Base Policy.

## 6. CHANGE OF OCCUPATION ETC.

The Policy Holder is required to inform the Company of any change in the occupation, profession, or hobbies of the Life Insured, occurring during the term of the Rider, failing which the Company may decline the Benefit in case the Insured Event arises out of such changed occupation, profession or hobbies. In the event of such a change the Company, in its absolute and sole discretion, reserves the right to take such action as it may deem appropriate.

### 7. TERMINATION

This Rider shall automatically terminate:

- 7.1 if the Base Policy goes into Non-Forfeiture (as defined in the Base Policy), or has expired or lapsed or has been paid-up, surrendered, cancelled or terminated for whatever reason; or
- 7.2 on the death of the Life Insured, for whatever cause; or
- 7.3 the period of coverage stated in the Schedule/ Endorsement comes to an end or on the anniversary of the Base Policy at which the Life Insured attains age sixty (60), whichever is earlier; or
- 7.4 upon the Policy Holder's written request for cancellation of the Rider.

Termination of this Rider shall be without prejudice to any rights and liabilities which has or have accrued prior to such termination. Any payment or receipt, of any Premium(s) hereunder subsequent to cancellation/ termination of this Rider shall not create any liability, except that the Company will refund such Premium(s), without interest.

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## 8. NOTICE AND ADMISSION OF CLAIM

The Company must be notified in writing within ninety (90) days from the date of death of the Life Insured. Failure to do so will invalidate a claim. Admission of any claim will be subject to production of such proof as the Company may reasonably require being given within one hundred and eighty (180) days from the date of the death.

#### 9. ASSIGNMENT

This Rider or the benefits under this Rider cannot be assigned by the Policy Holder separately from the Base Policy. If the Base Policy is assigned by the Policy Holder, this Rider and the benefits under the Rider shall also be assigned along with the Base Policy.

## 10. REINSTATEMENT OF THE RIDER

At any time after the Rider has ceased to be valid the Policy Holder may request for reinstatement of the Rider. Upon such request, the Company may at its sole discretion, reinstate the Rider, subject to reinstatement terms as may be in force at the relevant time.

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