

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

MAX LIFE GROUP TERMINAL ILLNESS
UNDER GROUP INSURANCE POLICY
UIN : 104B022V01

1. THE CONTRACT

- 1.1 This Rider Contract (“**RIDER**”) forms part of and supplements the Group Insurance Policy referred to in the Schedule/ Endorsement hereto (the “**Base Policy**”) issued by Max Life Insurance Company Limited (the “**Company**”). The Proposal, premium deposits, declarations and other particulars (if any) received by the Company from the Policyholder and/ or Member/s, form the basis of this RIDER.
- 1.2 This RIDER is 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.
- 1.3 Words and expressions used in this RIDER and not defined herein, but defined in the Base Policy shall have, where the context so permits, the meaning assigned to them in the Base Policy.

2. RIDER REVIEW PERIOD

Policyholder has a period of fifteen (15) days from the date of receipt of this Rider (Rider Review Period) to review the terms and conditions of this Rider and where Policyholder disagrees with any of the terms and conditions, the Policyholder has the option to return this Rider stating the reasons for the objections, upon which the Policyholder shall be entitled to refund of the premium paid without interest subject to the deduction of expenses incurred on the stamp duty by the Company. If however, any claim has been filed during the rider review period, this Rider will not be accepted for cancellation.

3. DEFINITIONS

- 3.1 “**Entry Date**” means the date on which cover under this RIDER on a Member’s life commences.
- 3.2 “**Terminal Illness**” is any condition from which an Life Insured is suffering, which in the opinion of two Registered Medical Practitioners specializing in the relevant field of medicine, is highly likely to lead to death within six (6) months. The Life Insured must no longer be receiving treatment other than that for symptomatic relief.
- 3.3 Registered Medical Practitioner shall mean a medical practitioner qualified by degree in medicine and registered with the Medical Council in India or of any State of India, who possesses sufficient skill and competence to render medical or surgical services in respect of the critical illness concerned, but excluding a Registered Medical Practitioner who is the Policyholder or the Life Insured or the spouse or lineal relative of the Policyholder/ Life Insured.

4. **BENEFITS**

In the case of **Terminal Illness** while the Base Policy and the Rider are in force, the company shall pay 100% of the sum assured under the Base Policy subject to a maximum of Rs.50,00,000 (Rupees Fifty lakhs). However, for the purposes of this Rider, the sum assured under the Base Policy shall be considered after adjustments (if any) on account of benefits paid under any other Rider.

For confirmation, the Company may request the Life Insured to undertake a medical examination or test, which in its opinion, is reasonable to determine the Terminal Illness. The Company has the right to repudiate a claim under Terminal Illness if the Life Insured does not undertake any medical examination or test, which the Company considers reasonable or necessary.

The payment of benefit is further subject to the following:

Confirmation of Terminal Illness by the Registered Medical Practitioner acceptable to the Company

The benefit payable under this Rider shall be subject to the maximum amount of Rs.50,00,000 (Rupees Fifty lakhs) and shall reduce the benefit payable under the Base policy.

Once benefit is paid under this Rider, no benefit shall be payable under any other Group Rider issued on the life of such Life Insured.

No benefit shall be payable for an insured event occurring within a period of ninety (90) days from the effective date of this Rider for a respective Life Insured.

No benefit shall be payable, in respect of any claim arising within two years of an Life Insured first being covered for Terminal Illness benefit (assuming an unbroken period of cover), which results directly or indirectly from a condition for which the Life Insured had previously received treatment or of which he was aware at entry.

If the cover period is broken then no benefit shall be payable, in respect of any claim arising within two (2) years from the date, the Terminal Illness cover recommences for a Life Insured, and which results directly or indirectly from a condition for which the Life Insured had previously received treatment or of which he was aware at commencement.

5. **PERIOD OF COVERAGE**

The RIDER shall run concurrently with the Base Policy, unless terminated in accordance with Section 8 (eight) below.

6. **EXCLUSIONS**

Notwithstanding anything to the contrary stated herein, no Benefits under this RIDER will be payable if **Terminal Illness** occurs from, or is caused by, either directly or indirectly, voluntarily or involuntarily, one of the following:

- 6.1 infection with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS);
- 6.2 service in the armed forces in time of declared or undeclared war or while under orders for warlike operations or restoration of public order;
- 6.3 self-destruction or any attempted self-destruction or self-inflicted injury while sane or insane;
- 6.4 participation in any fight or affray;
- 6.5 racing of any kind other than on foot;
- 6.6 participation in scuba diving;
- 6.7 accident occurring while or because the Insured is under the influence of alcohol or any non-prescribed drug;
- 6.8 food poisoning or bacterial infection (except pyogenic infection which shall occur with and through an accidental cut or wound);
- 6.9 entering, exiting, operating, servicing, or being transported by any aerial device or conveyance except when the Insured is on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route;
- 6.10 physical handicap or mental infirmity existing at the time of insurance application or reinstatement of the Supplementary Contract;
- 6.11 any kind of congenital anomalies;
- 6.12 complications of surgical procedures or Accidents occurring during surgical or therapeutic procedures;
- 6.13 hunting, mountaineering or climbing requiring the use of ropes or guides;
- 6.14 ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste;
- 6.15 radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or any part of the equipment; and
- 6.16 any underwater or subterranean operation or activity.

7. RENEWAL

This Rider may be renewed at Company's discretion at such premium rates and on such terms and conditions as may be determined by the Company at the time of such renewal.

8. TERMINATION

This RIDER shall terminate, individually at the Life Insured's level and collectively at the Group level as the case may be:

- 8.1. if the Base Policy has expired or lapsed, or has been surrendered, cancelled or terminated for whatever reason; or
- 8.2. on the death of Life Insured, for whatever cause; or
- 8.3. RIDER benefits have been paid; or
- 8.4. on the anniversary of the Base Policy at which the Life Insured is of age sixty five (65) years last birthday or on termination of membership of the group whichever is earlier; or
- 8.5. upon the Policyholder's written request for cancellation of the RIDER; or
- 8.6. upon the Company sending a thirty (30) days notice of cancellation, in writing to the Policyholder. Upon cancellation by the Company, the Policyholder will be entitled to a refund, on a pro-rata basis, of any Premium(s) paid for the unexpired period of coverage; or
- 8.7. upon non-payment of the full premium on the due date(s).

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9. NOTICE AND ADMISSION OF CLAIM

The Company must be notified in writing within thirty (30) days from the date of the diagnosis of the **Terminal Illness**. 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 ninety (90) days from the date of claim.

10. ASSIGNMENT

The Benefits secured hereunder in respect of each Life Insured may be assigned:

- a. in favour of the Policyholder with the consent of the Life Insured and the Company; or
- b. in favour of a third party for securing a loan granted by such third party, with the consent of the Policyholder, Life Insured and the Company.

This RIDER or the benefits under this RIDER cannot be assigned separately from benefits secured under the Base Policy. If the benefits under the Base Policy are assigned, this RIDER and the benefits under the RIDER shall also be assigned along with the Base Policy.