

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

**Max New York Life Insurance- CRITICAL ILLNESS RIDER (AS AN ADDITIONAL BENEFIT)**  
**UNDER GROUP INSURANCE POLICY**

**UIN-104B017V01**

**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 New York 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. DEFINITIONS**

- 2.1. **Congenital Condition** means any congenital abnormality (internal and external) which has manifested or present at birth and may be diagnosed at any stage in the life of the life insured.
- 2.2. **Critical Illness** means any of the illnesses specified and defined under Section 6 below.
- 2.3. **Entry Date** means the date on which cover under this RIDER on a Member’s life commences.
- 2.4. **Hospital** means an institution which is legally registered and licensed as a medical or surgical hospital in India, and is not primarily a clinic, a place for rehabilitation of, alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the aged or similar establishment. It must be under the constant supervision of a Registered Medical Practitioner. Institution must maintain daily records of patients and should make the same available to the Company as and when requested.
- 2.5. **“Pre-existing condition”** shall mean a condition, prevailing at or prior to the entry date or the date of revival of the policy, having symptoms of an illness which would have caused any ordinary person to seek or receive treatment, diagnosis or care, or medical advice from a registered medical practitioner or undergo medical tests or investigations or hospitalisation or surgery. Any diagnosis or surgery for any illness arising out of or connected with a pre-existing condition shall be considered as part of the pre-existing condition.
- 2.6. **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.
- 2.7. **Specialist** means a Registered (or otherwise licensed under law) Medical Practitioner whose name appears in the Specialist Registry of the Medical Council of the country or institution with equivalent authority.

**3. RIDR REVIEW PERIOD**

Policyholder has a period of 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.

#### **4. BENEFITS**

4.1 On the happening of the following insured events and confirmed by the registered Medical Practitioner, including a relevant specialist acceptable to the company ( the cost of which shall be borne by the member ), provided the life insured has survived for atleast 30 (thirty) days after the happening of the insured event, the company will pay 100% of the Rider sum assured as specified in the Schedule/ Endorsement.

a) On the diagnosis of any of the Critical illnesses as defined in section 6.1 to 6.7.

b) On the actual undergoing of the surgery of any of the critical illnesses as defined in section 6.8 to 6.10.

4.2 The benefit payable under this Rider is in addition to the benefit available under the Base Policy.

4.3 No benefit shall be payable for a diagnosis or surgery of a Critical Illness covered under this Rider occurs within a period of ninety (90) days from the Effective Date of this Rider for a Life Insured.

4.4 The benefit is payable only with respect to any one of the Critical illnesses covered under this Rider.

#### **5. PERIOD OF COVERAGE**

The RIDER shall run concurrently with the Base Policy, unless terminated in accordance with Section 9 (nine) below.

#### **6. CRITICAL ILLNESS**

##### **6.1 CANCER**

A disease manifested by the presence of a malignant tumour characterized by the uncontrolled growth and spread of malignant cells, and the invasion of tissue. The diagnosis must be evidenced by definite histology. The term cancer also includes leukaemia and malignant disease of the lymphatic system such as Hodgkin's Disease.

The following are however excluded :

All tumours which are histologically described as : any CIN stage (cervical intraepithelial neoplasia); any pre-malignant tumour; any non-invasive cancer (cancer in situ); prostate cancer stage 1 (1a, 1b, 1c); all skin cancer cancers plus malignant melanoma;

(including stage IA (T1a N0 M0); any malignant tumour in the presence of any Human Immunodeficiency Virus.

##### **6.2 HEART ATTACK (MYOCARDIAL INFARCTION)**

The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area.

Diagnosis has to be confirmed by a specialist acceptable to the Company and evidenced by all of the following criteria:

- a. a history of typical chest pain,
- b. new characteristic electrocardiogram changes,
- c. elevation of infarction specific enzymes, Troponins or other biochemical markers.

The following are however excluded: Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T; Other acute Coronary Syndromes (e.g. stable/unstable Angina pectoris); Silent myocardial infarction.

### **6.3 STROKE**

Any cerebrovascular incident producing permanent neurological sequelae and including infarction of brain tissue, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist and evidenced by typical clinical symptoms as well as typical findings in CCT Scan or MRI of the brain. Evidence of neurological deficit for at least 3 months has to be produced.

The following are however excluded Transient ischemic attacks (TIA); Traumatic injury of the brain; Neurological symptoms due to migraine; Lacunar strokes without neurological deficit.

### **6.4 PARALYSIS**

Total and irreversible loss of use of two or more limbs through paralysis due to Accident or sickness of the spinal cord. These conditions have to be medically documented by a specialist acceptable to the Company, for at least three months.

However Paralysis due to Guillain- Barré syndrome is excluded.

### **6.5 COMA**

A state of unconsciousness with no reaction or response to external stimuli or internal needs persisting continuously, with the use of life support systems, for a period of at least 96 hours and resulting in permanent neurological deficit. Diagnosis has to be confirmed by a specialist acceptable to the Company and neurological deficit has to be medically documented for at least three months. Coma secondary to alcohol or drug misuse is not covered.

### **6.6 MULTIPLE SCLEROSIS**

Unequivocal diagnosis of multiple sclerosis by a specialist acceptable to the Company (preferably by a neurologist). The disease has to be evidenced by typical clinical symptoms of demyelination and impairment of motor and sensory functions as well as by typical MRI findings. For proving the diagnosis the insured must either exhibit neurological abnormalities that have existed for a continuous period of at least six months or must have had at least two clinically documented episodes at least one month apart or must have had at least one clinically documented episode together with characteristic findings in the cerebrospinal fluid as well as specific cerebral MRI lesions.

### **6.7 KIDNEY FAILURE (END-STAGE RENAL DISEASE)**

End stage renal disease presented as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist acceptable to the Company.

## **6.8 CORONARY ARTERY (BYPASS) SURGERY**

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which are narrowed or blocked, by coronary artery bypass graft (CABG). The surgery must have been proven to be necessary by means of coronary angiography and realisation of surgery has to be confirmed by a specialist acceptable to the Company.

The following are however excluded : Angioplasty; Any other intra-arterial procedures; Key-hole surgery

## **6.9 MAJOR ORGAN TRANSPLANTATION**

The actual undergoing of transplantation as the recipient of a heart, lung, liver, pancreas, small bowel, kidney or bone marrow. Realisation of the transplantation has to be confirmed by a specialist acceptable to the Company.

## **6.10 HEART VALVE REPLACEMENT**

Surgical replacement of one or more heart valves with prosthetic valves. This includes the replacement of aortic, mitral, pulmonary or tricuspid valves with prosthetic valves due to stenosis or incompetence or a combination of these factors. Realisation of the heart valve replacement has to be confirmed by a specialist acceptable to the Company.

The following are however excluded : Heart valve repair; Valvulotomy; Valvuloplasty

## **7. EXCLUSIONS**

No Benefits under this Rider will be payable if Critical Illness occurs from or is caused, either directly or indirectly, voluntarily or involuntarily, by one of the following:

- 7.1 Any Critical Illness in the presence of an HIV infection;
- 7.2 Any pre-existing conditions.
- 7.3 Any congenital condition;
- 7.4 Intentional self-inflicted injury, attempted suicide, while sane or insane;
- 7.5 Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner;
- 7.6 Failure to seek or follow medical advice;
- 7.7 War, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, strikes;
- 7.8 Taking part in any naval, military or air force operation during peacetime;
- 7.9 Participation by the insured person in a criminal or unlawful act;
- 7.10 Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee-jumping;
- 7.11 Nuclear Contamination; the radio active, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature;

## **8. COVERAGE GUARANTEE**

- 8.1 With the continuing advances in medical treatment and diagnostic techniques, the Company may need to review the definition of Critical Illness to ensure they (a) remain appropriate; (b) take into account effective cures and vaccines; and (c) exclude diseases which are found to have become minor. The Company reserves the right, therefore, to revise the Critical Illness definition and/ or Premium rates, for all policies in this class.
- 8.2 Change during the term of the policy:
- The company reserves the right to add to or delete any critical illness, subject to the prior approval of the IRDA, from the list of critical illnesses covered under the policy and the categorization of the same depending upon the experience and advancement in medical treatment and diagnostic techniques. The policyholder shall be notified in writing 30 days in advance about the same and the same shall be binding upon the policyholder.
  - The company reserves the right to revise the premium rates based upon an actuarial review of the claims experience subject to the prior approval of IRDA. Any change in premium rates would be effected at a portfolio level. The revision if any to premium rates would be intimated to policyholder at least thirty days prior to making the revision effective.

## **9. TERMINATION**

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

- 9.1 if the Base Policy has expired or lapsed, or has been surrendered, cancelled or terminated for whatever reason; or
- 9.2 on the death of the Member, for whatever cause; or
- 9.3 if 100% benefit under this Rider has been paid; or
- 9.4 on the anniversary of the Base Policy at which the Life Insured is of age 65 years last birthday or on termination of membership of the group whichever is earlier; or
- 9.5 upon the Policy Holder's written request for cancellation of the RIDER; or
- 9.6 upon the Company sending a thirty (30) days notice of cancellation, in writing to the Policy Holder . Upon cancellation by the Company, the Policy Holder will be entitled to a refund, on a pro-rata basis, of any Premium(s) paid for the unexpired period of coverage; or
- 9.7 upon non-payment of the full premium on the due date(s).

## **10. NOTICE AND ADMISSION OF CLAIM**

The Company must be notified in writing within thirty (30) days from the date of diagnosis/actual happening of the surgery in respect of any of the Critical Illnesses covered under this rider. Admission of any claim will be subjected to production of such proof as the Company may reasonably require being given within ninety (90) days from the date of initial diagnosis.

## **11. ASSIGNMENT**

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

- a. in favour of the Policy Holder with the consent of the Member and the Company;
- b. in favour of a third party for securing a loan granted by such third party, with the consent of the Policy Holder, Member and the Company.



**Karo Zyaada Ka Iraada**

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.