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

#### DREAD DISEASE 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

In the event the Life Insured is diagnosed by a Registered Medical Practitioner, including a relevant Specialist acceptable to the Company (cost to be borne by the Policy Holder), as suffering from one or more Dread Disease(s) while the Rider is in force and provided the insured has survived at least thirty (30) days after the diagnosis, the Company will provide the Benefit shown in the Schedule/Endorsement.

The Benefits under this Rider are in addition to the benefits available under the Base Policy and any other Riders in force at the time of occurrence of the Insured Event.

#### 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 8 (Eight) below.

## 4. **DEFINITIONS**

Congenital Condition means any congenital abnormality which has manifested or was diagnosed before the Life Insured attains age twelve (12).

**Dread Disease** means any of the illnesses specified and defined under Section 5 below.

Hospital means an institution which is legally registered and licensed as a medical or surgical hospital in the country in which it is located, and is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a

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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.

Registered Medical Practitioner shall mean any person qualified by degree in medicine and registered with the Medical Council of the country, who possesses sufficient skill and competence to render medical or surgical services in respect of the disease concerned, but excluding a Registered Medical Practitioner who is the Policy Holder or the Life Insured or the spouse or lineal relative of the Policy Holder/ Life Insured.

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.

#### 5. DREAD DISEASES

## 5.1 CANCER

A malignant tumour characterized by the uncontrolled growth and spread of malignant cells and invasion of tissue. The diagnosis must be histologically confirmed. The term cancer includes leukaemia but the following cancers are excluded:

- All tumours which are histologically described as pre-malignant, non-invasive or carcinoma in situ;
- All forms of lymphoma in the presence of any Human Immunodeficiency Virus;
- Kaposi's Sarcoma in the presence of any Human Immunodeficiency
  Virus; and
- Any skin cancer other than invasive malignant melanoma;
  - Early prostate cancer which is histologically described as T1 (including T1a and T1b) or another equivalent or lesser classification.

# 5.2 CÖRONARY ARTERY BY-PASS GRAFT SURGERY (CABGS)

The undergoing of open heart surgery on the advice of a consultant cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts. Angiographic evidence to support the necessity of the surgery will be required. Balloon angioplasty, laser or any catheter-based procedures are not covered.

### 5.3 HEART ATTACK

The death of a portion of heart muscle as a result of inadequate blood supply as evidenced by an episode of typical chest pain, new electrocardiographic changes and by elevation of the cardiac enzymes. Diagnosis must be confirmed by a consultant physician. The evidence must be consistent with the diagnosis of heart attack.

#### 5.4 **STROKE**

A cerebrovascular incident resulting in permanent neurological damage. Transient ischaemic attacks are specifically excluded.

## 5.5 MULTIPLE SCLEROSIS

A definite diagnosis by a consultant neurologist of multiple sclerosis which satisfies all of the following criteria:

- There must be current impairment of motor or sensory function, which must have persisted for a continuous period of at least six months.
- The diagnosis must be confirmed by diagnostic techniques current at the time of the claim.

#### 5.6 KIDNEY FAILURE

End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis or renal transplant is undertaken. Evidence of end stage kidney disease must be provided and the requirement for dialysis or transplantation must be confirmed by a consultant.

## 5.7 MAJOR ORGAN TRANSPLANT

The actual undergoing as a recipient of a transplant of a heart, liver, lung, pancreas or bone marrow as a result of chronic irreversible failure. Evidence of end stage disease must be provided and the requirement for transplantation must be confirmed by a consultant physician.

#### 5.8 COMA

A state of unconsciousness with no reaction or response to external stimuli or internal needs persisting continuously for at least 96 hours requiring the use of life support systems and resulting in a neurological deficit causing at least 50% impairment of whole person function that is permanent. Coma secondary to alcohol or drug misuse is not covered.

# 5.9 HEART VALVE REPLACEMENT OR REPAIR

The undergoing of open-heart surgery, on the advice of a consultant cardiologist, to replace or repair one or more heart valves.

#### 5.10 PARALYSIS

The total irreversible loss of muscle function or sensation to the whole of any two or more limbs as a result of injury to or disease of the spinal cord. The disability must be permanent and supported by appropriate neurological evidence.

#### 6. EXCLUSIONS

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

- 6.1 attempted suicide or intentional self-inflicted injury, by the Life Insured, whether sane or not at the time;
- 6.2 use of drugs, alcohol, narcotics or psychotropic substance, not prescribed by a Registered Medical Practitioner;
- 6.3 war (declared or undeclared), invasion, civil war, riots, revolution or any warlike operations;
- 6.4 participation by Life Insured in a criminal or unlawful act;
- 6.5 service in the military/ para-military, naval, air forces or Police organizations of any country in a state of war (declared or undeclared) or of armed conflict;
- 6.6 participation by Life Insured in any flying activity other than as a bonafide passenger (whether paying or not), in a licensed aircraft provided that the Life Insured does not, at that time, have any duty on board such aircraft:
- 6.7 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; bungy-jumping;
- 6.8 the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.
- any pre-existing condition, which is defined as any injury, illness or condition and/ or directly related conditions for which the Life Insured has received medical treatment or advice or of which the Life Insured was aware or could reasonably be expected to be aware prior to the Effective Date of this Rider;
- 6.10 unreasonable failure to seek or follow medical advice;
- 6.11 any congenital condition;
- 6.12 any skin cancers except malignant melanomas;
- 6.13 any premalignant tumors, polyps or carcinoma-in-situ of any organ;
- 6.14 pregnancy or childbirth or complications arising therefrom; and
- 6.15 presence of the HIV/ AIDS.

Further, no amount of Benefit shall be payable under this Rider if the relevant Dread Disease is first diagnosed or surgery relating to the said Dread Disease occurs within a period of one hundred and eighty (180) days from the Effective Date of this Rider.

The above exclusions shall be in addition to the exclusions provided under the Base Policy.

#### 7. PREMIUM/ COVERAGE GUARANTEE

- 7.1 The Premiums for this Rider are guaranteed for five years from the Effective Date of this Rider.
- 7.2 Subject to Section 7.3, this Rider cannot be cancelled by the Company due to deterioration of the health or changes in the occupation, profession, or hobbies of the Life Insured occurring during the period of coverage of this Rider.
- 7.3 With the continuing advances in medical treatment and diagnostic techniques, the Company may need to review the definitions of Dread Diseases given in Section 5 above to ensure that 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 adjust the Dread Disease definitions and/ or Premium rates, for all policies in this class.

# 8. TERMINATION

This Rider shall automatically terminate:

- 8.1. 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
- 8.2. on the death of the Life Insured, for whatever cause; or
- 8.3. on the anniversary of the Base Policy at which the Life Insured is of age sixty (60); or
- 8.4 upon the Policy Holder's written request for cancellation of the Rider; or
- when one hundred percent (100%) of the Benefit under this Rider has been paid upon the diagnosis of any one (1) of the Dread Diseases.

Termination of this Rider shall be without prejudice to any rights and liabilities which has or have arisen 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.

## 9. NOTICE AND ADMISSION OF CLAIM

The Company must be notified in writing within sixty (60) days from the date after the initial diagnosis of the Dread Disease. 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 initial diagnosis.

# 10. 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.

# 11. 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.