



## UNITED INDIA INSURANCE COMPANY LIMITED

LARGE CORPORATE CELL , NO. 98/A, DR. RADHAKRISHNAN SALAI, CHENNAI, TAMIL NADU  
CHENNAI - 600004 TAMIL NADU  
PH: (044) 28478641,(044) 28478640 FAX: (44) 28478642 EMAIL:

**GROUP PERSONAL ACCIDENT TAILOR MADE POLICY**  
**POLICY NO.: 5002004223P116099922**

**PERIOD OF INSURANCE**  
**From 07:40 Hrs of 02/01/2024**  
**To Midnight of 01/01/2025**

*Insured*

**M/s INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.**  
11TH FLOOR, B-148, STATESMAN HOUSE, BARAKHAMBA ROAD, NEW DELHI  
110001  
NEW DELHI  
DELHI

Agent Name :  
Agent Code :  
Mobile/Landline Number/Email :

The genuineness of the policy can be verified through "Verify Your Policy" link at [www.ulic.co.in](http://www.ulic.co.in).

For any Information, Service Requests, Claim intimation and Grievances please write to [500200@ulic.co.in](mailto:500200@ulic.co.in)

Download Customer App([www.ulic.co.in](http://www.ulic.co.in)). REGD. & HEAD OFFICE, 24, WHITES ROAD, CHENNAI - 600014.  
Website: <http://www.ulic.co.in>

Printed By : KES58047 @ 04/03/2024 12:07:37 PM



This document is digitally signed

Signer: KALAIVENI SUBBIAH  
Date: Mon, Mar 4, 2024 12:08:38 IST  
Location: United India Insurance Company Ltd  
Reason: Signing Policy for UIIC





**UNITED INDIA INSURANCE COMPANY LIMITED**  
**ENDORSEMENT SCHEDULE**  
**GROUP PERSONAL ACCIDENT TAILOR MADE POLICY**

Policy Number	5002004223P116099922	Department	Personal Accident
Previous Policy Number			
Type of Policy	Group Personal Accident Tailor Made Policy	Business Channel code	
Policy Start Date	02/01/2024	Policy End Date	01/01/2025
Endorsement No	1	Endorsement Effective Date	02/01/2024
Insured's Name	M/s INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.	Issuing Office	500200
Address	11TH FLOOR, B-148, STATESMAN HOUSE, BARAKHAMBA ROAD, NEW DELHI NEW DELHI DELHI 110001	Office Address	LARGE CORPORATE CELL , NO. 98/A, DR. RADHAKRISHNAN SALAI. CHENNAI, TAMIL NADU CHENNAI 600004 TAMIL NADU

Insured Request No. & Date	202403047702463 & 02/01/2024
Endorsement Type	User defined- nonfinancial

**REASON FOR ENDORSEMENT:**

T& C CONTINUATION : 1) Insurance policy will cover all the passengers travelling in IRCTC Tour Packages (Rail tour packages, land tour packages Bharat Gaurav, Buddhist Circuit Train (including travel to Lumbini in Nepal for a duration of 01 night/02 days), State Special trains, Semi Luxury Trains & other special Tourists Trains/ coaches, Holiday Packages, Customized tour, Domestic Air packages, etc.) along with IRCTC representatives of such tours (s) operated by IRCTC during the period/ year. This policy will not cover the passengers of outbound packages, Golden Charlot and Maharajas' Express.2) Risk coverage upto Rs. 5 lakhs per person in case of permanent disability of parts / limbs of body as below :a) Hearing of both ears 75 % ; b) A leg above mid-thigh 70 % ; c) An arm at the shoulder joint 70 % ; d) An arm above the elbow joint 65 % ; e) A leg up to mid-thigh 60 % ; f) An arm beneath the elbow joint 60 % ; g) A hand at the wrist 55 % ; h) A leg up to beneath the knee 50 % ; i) An eye 50 % ; j) A leg up to mid-calf 45 % ; k) A foot at the ankle 40 % ; l) Hearing of one ear 30 % ; m) A thumb 20 % ; n) An Index finger 10 % ; o) Sense of smell 10 % ; p) A large toe 5 % ; q) Sense of taste 5 % ; r) Any other finger 5 % ; s) Any other toe 2 % ; 3) Scope of coverage of the policy : For IRCTC Tours commencing from 01/01/2024 to 31/12/2024 .

**ENDORSEMENT WORDING:**

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that the following change/s has/have been incorporated under the within mentioned policy.

Subject otherwise to the terms, exceptions, conditions and limitations of this policy

For and on behalf of  
United India Insurance Company Limited

Authorised Signatory

Printed By - KES58047 @ 04/03/2024  
Underwritten By - KES58047 ( RO UNDERWRITER )



This document is digitally signed

Signer: KALAIVENI SUBBIAH  
Date: Mon, Mar 4, 2024 15:07:28 IST  
Location: United India Insurance Company Ltd  
Reason: Signing Policy for UIC

**PERSONAL ACCIDENT POLICY (GROUP TAILOR MADE)**

WHEREAS the Insured named in the Schedule herein has made or caused to be made to the United India Insurance Co. Ltd., (herein after called 'the Company') written proposal dated as stated in Schedule herein (Warranting the truth of the statements contained therein) which is the basis of this contract and is deemed to be incorporated herein and has paid to the Company the Premium herein started for the insurance hereinafter for the period started in the Schedule. NOW THIS POLICY WITNESSETH that subject to the terms, provisions, exclusions, definitions and conditions contained herein or endorsed or otherwise expressed hereon the Company will pay the insured as hereinafter mentioned :

**SCOPE OF POLICY**

IRCTC operates several rail- based and non- rail based tourism products like Rail tour packages, Bharat Gaurav, Buddhist circuit train (including coverage of Lumbini (Nepal) destination for 01 night/02 days of package), State special trains, Deluxe tourist trains & other special tourists trains/ coaches, Holiday packages, Customized tour, Domestic air packages, Corporate travel business, etc. with an average volume of 3 lakhs tourists per year. in order to provide better services to customers, IRCTC intends to take insurance cover for the passengers who are taking packages of IRCTC within India. Provision of insurance cover to tourists availing IRCTC's services will help to cover all accidental risk of the tourists. Any mis-happening to tourist travelling in IRCTC tour package shall be covered for risk. All IRCTC staff / employee travelling along with the tour will also be covered.

**Type of risk cover under policy:-**

- i. Risk cover of Rs. 10 Lakhs per person in case of Accidental Death.
- ii. Risk cover of Rs. 5 Lakhs per person in case of permanent disability of parts / limbs of body as below.
  - a. Hearing of both ears 75 %
  - b. A leg above mid-thigh 70 %
  - c. An arm at the shoulder joint 70%
  - d. An arm above the elbow joint 65 %
  - e. A leg up to mid-thigh 60 %
  - f. An arm beneath the elbow joint 60 %
  - g. A hand at the wrist 55 %
  - h. A leg up to beneath the knee 50 %
  - i. An eye 50 %
  - j. A leg up to mid-calf 45 %
  - k. A foot at the ankle 40 %
  - l. Hearing of one ear 30 %
  - m. A thumb 20 %
  - n. An index finger 10 %
  - o. Sense of smell 10 %
  - p. A large toe 5 %
  - q. Sense of taste 5 %
  - r. Any other finger 5%
  - s. Any other toe 2 %
- iii. Hospital treatment in case of accident related injuries up to a limit of Rs. 2.5 Lakhs.



## TERMS AND CONDITIONS

1. IRCTC will provide only actual number of tourists travelled in IRCTC Tour packages and Special trains to Insurance Company on monthly basis i.e. by 20th of every month.
2. IRCTC Corporate Office will finalize the premium amount with insurance company. Selected insurance company will deal with Corporate Office of IRCTC.
3. IRCTC Corporate Office will deposit the advance premium of Rs. 1 lakh as initial payment for the policy issuance against the number of insurance covers with a provision of recoupment as and when advance premium deposit reduce to a level of Rs. 10,000/- in order to maintain sufficient advance premium amount with insurance company till the end of year.
4. Insurance policy will cover all the passengers travelling in IRCTC Tour Packages (Rail tour packages, land tour packages Bharat Gaurav, Buddhist Circuit Train (including travel to Lumbini in Nepal for a duration of 01 night/02 days), State Special trains, Semi Luxury Trains & other special Tourists Trains/ coaches, Holiday Packages, Customized tour, Domestic Air packages, etc.) along with IRCTC representatives of such tours (s) operated by IRCTC during the period/ year. This policy will not cover the passengers of outbound packages, Golden Chariot and Maharajas" Express.
5. Premium will be calculated on the basis of Passengers of minimum tour duration and premium amount fixed as per Insurance Company selected.
6. Insurance policy will cover the various risk under policy:-
  - a. Risk cover of Rs. 10 lakhs per person in case of Accidental Death.
  - b. Risk cover of upto Rs. 5 lakhs per person in case of permanent disability of parts / limbs of body.
  - c. Hospital treatment in case of accident related injuries up to a limit of Rs. 2.5 lakhs.
7. There is no age limit for passengers travelling in IRCTC Tourists Trains/ tour packages for insurance.
8. The insurance coverage of tourist starts, when the tourist enters in the premises of the Railway Station/ Airport on the day of tour commencement to board the train/ Airplane, and ends when he/she leaves the Railway station/ Airport premises on the tour ending day after de-boarding the train/ airplane as per the package operated by IRCTC. The coverage is for 24 hours in a day while staying, travelling, in moving/ or stationery vehicle and during sightseeing.
9. First information of incident will be given by e-mail only, and a covering letter along with documents will be sent for claim process as soon as possible.
10. IRCTC will submit certificate with information about the passenger in case of incident/accident happen during the tour services taken by the passenger.
11. IRCTC will submit death certificate, FIR report, Doctor Report as per case, which ever possible. The claim will be settled on above mention documents only. No other document will be provided by IRCTC separately.
12. Claim settlement should be finalized within one month after submission of claim documents.
13. In case of accidental death/ disability/ injury, the claim against the effected tourist will be paid to IRCTC directly as per case. The claim amount can be sent through either cheque or RTGS in favour of "IRCTC Ltd." to concern IRCTC Zonal Office. Further, IRCTC will pay claim amount to tourists/ their families accordingly. The details of Zonal account of IRCTC will be provided by Corporate Office accordingly.



14. Balance of advance premium may be advised by Insurance Company as well as endorsement of premium paid and passengers travelled will be provided by Insurance Company to IRCTC Corporate Office by 25th of every month.

15. Within the year, the awarded company can be invited for negotiation of premium on the basis of claim made to insurance company, number of premium paid against the number of passengers travelled for the remaining period of the year or at the time of extension of the tender.

16. The average tour duration of tour packages operated by IRCTC are as:

a. 1 to 10 days- Tour packages, RTP coaches/ trains, Land tour packages State Special trains, Buddhist Circuit Train, Domestic air packages, etc.

b. 11 to 20 days- Bharat Gaurav.

**Indemnity:**

The company hereby agrees to indemnify and shall keep indemnified and hold harmless, IRCTC and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of his contract or arising from any breach of non-compliance what so ever by the company or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or without the premises.

**Laws governing the Contract**

This contract shall be governed by the laws of India for the time being in force. This contract shall be governed Irrespective of the place of performance or place of payment under the contract, the contract shall be deemed to have been made at New Delhi

**Jurisdiction of Courts**

The Courts of New Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

**Termination**

a) In case of wilful default or non compliance of terms and conditions of the agreement or failure to provide service, IRCTC will have the right to terminate the contract. The decision of IRCTC in this regard shall be final.

b) The performance of Insurance Company shall be reviewed on the basis of disposal of claims and services offered during the period. In case the efforts of the Insurance Company appear to be lagging behind considerably, IRCTC reserves the right to terminate the contract after serving a show cause notice of 15 days and the decision of IRCTC shall be final in this regard.

c) If both the parties are not willing to work together, then a termination letter will be sent to the other party and the contract will be finished within 30 days from the date of issue of letter.

d) The contract will be terminated after the approval from Corporate Office IRCTC.

**Force Majeure**

Any unforeseen event directly interfering with the operation of IRCTC's Tour package Insurance arising during the currency of the agreement; including but not limited to war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lock out, act of public enemy, acts of God, pandemic sabotage; is defined as Force Majeure event. Neither Party shall be held liable for failure to perform its obligations under this Agreement if such failure is caused by a Force Majeure Event. The affected Party shall continue and/ or resume



performing its obligations which are not affected by the Force Majeure and are capable of being performed in accordance with this Agreement. If the event the Force Majeure continues for more than ninety (90) days, either Party may terminate this Agreement forthwith.

#### **Arbitration**

a. In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract or the respective right and liability of the parties on any matter in question, with reference to the contract, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.

b. The parties hereto further agree to waive off the applicability of sub-section 12 (5) of Arbitration and Conciliation (Amendment) Act 2015 and will submit demand in writing that the dispute/differences be referred to arbitration along with the prescribed format as per the tender document as Annexure-A the demand for arbitration shall specified the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.

c. Only such dispute or differences, in respect of which the demand has been made, together with counter claims of set off given by IRCTC shall be referred to arbitration and other matters shall not included in the reference.

In the event of demand made as mention herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters the decision of which is specially provided by these or the special conditions) shall be referred to Sole Arbitrator from the panel of Arbitrators appointed by Chairman and Managing Director of IRCTC. The award of arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at New Delhi. The fees and expenses of the Arbitration tribunal and all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion subject to determination by the Arbitration tribunal.

#### **EXCEPTION PROVIDED ALWAYS THAT**

The company shall not be liable under this policy for:

1. Compensation under more than one of the foregoing sub-clauses in respect of the same period of disablement.

2. Any other payment to the same person after a claim under one of the sub-clauses has been admitted and become payable.

3. Any payment in case of more than one claim under this Policy during any one period of insurance by which the maximum liability of the company in that period would exceed the sum payable under sub-clause (i) of the Policy.

4. Payment of compensation in respect of death, injury or disablement of insured

(a) from intentional self-injury, suicide or attempted suicide

(b) whilst under the influence of intoxicating liquor or drugs

(c) directly or indirectly caused by venereal disease or insanity

(d) arising or resulting from the insured committing any breach of the law with criminal intent.



Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multi engine.

5. Payment of compensation in respect of Death, Injury or disablement of the insured due to arising out of or directly or indirectly connected with or traceable to war invasion, act of foreign enemy, Hostilities (whether war be declared or not) War, Rebellion, Revolution, Insurrection, Mutiny, Military or usurped Power, Seizure, Capture Arrests, Restraints and Detainment of all Kings, Princes and people of whatever nation, condition or quality so ever.

6. Payment of compensation in respect of Death of, or bodily injury or any disease or illness of the insured persons

a) directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radio activity sustains from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self sustaining process of nuclear fission.

b) directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.

Provided also that the due observance and fulfillment of the terms and conditions of this Policy (which conditions and all endorsements hereon are to be read as part of this policy) shall so far as they relate to anything to be done or not to be done by the insured be a condition precedent to any liability of the company under this Policy.

**7. Pregnancy Exclusion Clause :** The Insurance under this Policy shall not extend to cover death disablement resulting directly or indirectly from pregnancy or in consequence thereof.

#### DEFINITIONS:

##### ACCIDENT

Accident - An accident is a sudden, unforeseen and involuntary event caused by external and visible and violent means "Acute condition" - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.

B. "Chronic condition" - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics -

i. it needs ongoing or long-term monitoring through consultations, examinations, check-ups and/or tests -

ii. it needs ongoing or long-term control or relief of symptoms

iii. it requires your rehabilitation or for you to be specially trained to cope with it

iv. it continues indefinitely

v. it comes back or is likely to come back.

##### CONGENITAL ANOMALY

Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

a . Internal Congenital Anomaly :Which is not in the visible and accessible parts of the body.



b. External Congenital Anomaly :Which is in the visible and accessible parts of the body.

**CONDITION PRECEDENT**

Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

**CONTRIBUTION**

Contribution is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rate-able proportion.

**DAY CARE CENTRE**

Day Care centre means any institution established for day care treatment of illness and/or injuries or a medical set-up within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under :

- a . Has qualified nursing staff under its employment
- b. Has qualified Medical Practitioner(s) in charge
- c. Has a fully equipped operation theatre of its own where surgical procedures are carried out
- d. Maintains daily records of patients and will make these accessible to the Insurance Company's authorized personnel.

**DAY CARE TREATMENT** - Day Care treatment means the medical treatment and/or surgical procedure which is -

- (i). Undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological and
- (ii) which would have otherwise required a hospitalization of more than 24 hours. Treatment normally taken on an out-patient basis is not included in the scope of this definition.

**DEDUCTIBLE**

Deductible is a cost sharing requirement under a Personal Accident Insurance Policy that provides that the Insurer will not be liable for a specified rupee amount in case of Indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured.

**HOSPITAL/NURSING HOME**

A Hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a Hospital with the local authorities under the Clinical establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under

- Has qualified nursing staff under its employment round the clock.
- Has at least 10 in-patient beds in towns having a population of less than 10 lacs and at least 15 in-patient beds in all other places;
- Has qualified medical practitioner(s) in charge round the clock;
- Has a fully equipped Operation Theatre of its own where surgical procedures are carried out;
- Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.



The term 'Hospital / Nursing Home ' shall not include an establishment which is a place of rest, a place for the aged, a place for drug-addicts or place for alcoholics, a hotel or a similar place.

**HOSPITALISATION**

Means admission in a Hospital/Nursing Home for a minimum period of 24 In-patient care consecutive hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.

**INJURY**

Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

**IN-PATIENT CARE**

In-patient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

**INTENSIVE CARE UNIT**

The term "Intensive Care" unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated Medical Practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

**MEDICAL ADVISE**

Medical Advise - Any consultation or advice from a Medical Practitioner including the issue of a any prescription or repeat prescription.

**MEDICAL EXPENSES**

Medical expenses - Medical Expenses means those expenses that an Insured person has necessarily and actually incurred for medical treatment on account of illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

**MEDICALLY NECESSARY**

Medically Necessary treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

- a . Is required for the medical management of the illness or injury suffered by the insured;
- b. Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity;
- c. Must have been prescribed by a Medical Practitioner;
- d. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

**MEDICAL PRACTITIONER**

A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State of India or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of licence. The term Medical Practitioner would include Physician, Specialist and Surgeon. (The Registered Practitioner should



not be the insured or close family members such as parents, in-laws, spouse and children).

#### **NOTIFICATION OF CLAIM**

Notification of claim is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the 7 / 8 address/telephone number to which it should be notified.

#### **ROOM RENT**

Room rent shall mean the amount charged by a hospital for the Occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.

#### **SUBROGATION**

Subrogation shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

#### **SURGERY OR SURGICAL PROCEDURE**

Surgery or Surgical Procedure means manual and/or operative procedure(s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a Medical Practitioner.

#### **Communicable Disease Exclusion Clause:**

1. Notwithstanding any provision, clause or term of this insurance contract to the contrary, this insurance Contract excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):

1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto, and

1.2 a pandemic or epidemic, as declared by the World Health Organization or any governmental authority.

2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:

2.1 the disease includes, but is not limited an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and

2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and

2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and

2.4 the disease, substance or agent is such:



2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or

2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property. For avoidance of doubt, Communicable Disease includes but is not limited to Corona virus Disease 2019 (Covid -19) and any variation or mutation thereof.

3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:

3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or

3.2 change in consumer behaviour, or

3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this insurance Contract. .

4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this [insurance Contract] that is affected by such Communicable Disease.

5. It is clarified that

(1) no other prior, concurrent or subsequent provision, clause, term or exception of this insurance Contract (including but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this insurance Contract] by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion);

(2) any change in the law, clause or similar provision;

(3) any follow the fortunes clause or similar provision; and/or

(4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this insurance Contract that would otherwise be excluded through the exclusion set forth in this [Endorsement][Clause].

6. If the insurer alleges that by reason of this [Endorsement][Clause] any amount is not covered by this insurance Contract the burden of proving the contrary shall rest in the insured.

**Pandemic /Epidemic Specific Exclusion Clause:**

Notwithstanding any provision, clause or term of this Contract, this insurance Contract excludes any first party and/or third party actual or alleged loss, injury, sickness, disease, death, medical payment, defence cost, cost, damage, liability, claim, fines, penalty, compensation, expenses or any amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, arising out of (this includes all other terms commonly used and/or understood to reflect or describe, direct or indirect nexus and/or connection between one thing and another), intentional or unintentional violation of



*ANNEXURE TO POLICY NO.: 5002004223P116099922*

- a. The provisions of Disaster Management Act, 2005 as amended from time to time
- b. The provisions of The Epidemic Diseases Act 1897 as amended from time to time
- c. The provisions of any act dealing with public health and/or public safety
- d. The rules, regulations, orders, guidelines, policies, notification etc issued from time to time under any of the above acts.

**Disclosure to Information Norm**

The policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of mis-representation, mis-description, or non-disclosure of any material fact.

