



UNITED INDIA INSURANCE COMPANY LIMITED

17, STAR TRADE CENTRE MANDPESHWAR ROAD,, SODAWALA LANE, BORIVALI (WEST),
MUMBAI, MAHARASHTRA
MUMBAI - 400092 MAHARASHTRA
PHONE: (022) 28902426 FAX: EMAIL:

EMPLOYEES COMPENSATION LIABILITY POLICY POLICY NO.:1209002723P101551023

<p>PERIOD OF INSURANCE From 00:00 Hrs of 21/05/2023 To Midnight of 20/05/2024</p>

Insured

M/s AAD TECH (INDIA) PRIVATE LIMITED

21, PAPA INDUSTRIAL ESTATE, 40, SUREN ROAD, ANDHERI EAST, MUMBAI
MUMBAI
400093
MAHARASHTRA

Agent Name	: JAIN SADHANA S
Agent Code	: AGD0046740
Mobile/Landline Number/Email	: <u>9768291232</u>

The genuineness of the policy can be verified through "Verify Your Policy" link at www.uiic.co.in.

For any Information, Service Requests, Claim intimation and Grievances please write to 120900@uiic.co.in

Download Customer App(www.uiic.co.in), REGD. & HEAD OFFICE, 24, WHITES ROAD, CHENNAI - 600014.

Website: <http://www.uiic.co.in>

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EMPLOYEES COMPENSATION INSURANCE POLICY SCHEDULE

Policy No.	1209002723P101551023		Prev. Pol. No.	1209002722P101264537	
Name Of Insured/ID	M/s AAD TECH (INDIA) PRIVATE LIMITED / 23064312553				
Tel.(O)		Fax		Tel.(R)	
Business/Occupation	None		Email	accounts@aadtech.in	
Period of Insurance	From	00:00 Hrs of 21/05/2023		To	Midnight of 20/05/2024

CO-INSURANCE DETAILS:	UIIC 120900 : 100%
PREMIUM:	SIXTY-FOUR THOUSAND ONE HUNDRED NINETY-NINE RUPEES ONLY

Laws: The Policy covers Liability of the Insured under the following Law(s) shown as covered, subject to claim being otherwise admissible as per terms, conditions and exclusions of the Policy and subject to Limit of Indemnity as stipulated against each Law:	
<u>LAW</u>	<u>LIMIT OF INDEMNITY</u>
Employee's Compensation Act, 1923 and subsequent amendments thereof prior to the date of issue of Policy	Subject otherwise ,to the term, condition & Exclusion of the Policy ,the amount of liability incurred by the Insured

	Common Law	Subject otherwise, to the terms, conditions & Exclusions of the Policy, the amount of liability incurred by the Insured , but not exceeding: -
a) Limit Per Employee for any number of accidents during Period of Insurance ₹	₹0	
b) Limit Per Accident for any number of Employees ₹	₹0	
c) Aggregate Limit for all accidents and claims arising therefrom during the Period of Insurance ₹	₹0	

Net Premium	:	₹ 64,199.00
CGST(9%)	:	₹ 5,778.00
SGST(9%)	:	₹ 5,778.00
Stamp Duty	:	₹ 1.00
Total	:	₹ 75,755.00
Receipt No.	:	10112090023101859512
Receipt Date	:	15/05/2023

Agency/Broker Code:	AGD0046740
BDIS Code:	BD30326

Details of Employees Covered:

Description of Employees	Worker Type	Declared Number of Employees	Declared Monthly Wage/Employee(₹)	Declared Wages during the Period of Insurance(₹)	Place/Places of Employment	Trade Category	Sub Trade Category
PUSHPANDRA SENGAR	Skilled	1	79,663.00	955,956.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
RAJIVPRATAP SINGH	Skilled	1	54,856.00	658,272.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
DEEPAK KUMAR SINGH	Skilled	1	53,425.00	641,100.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
SANJEEV SHARMA	Skilled	1	39,657.00	475,884.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
SACHIN DHAMA	Skilled	1	32,506.00	390,072.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
PARDEEP KUMAR	Skilled	1	53,425.00	641,100.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
NAVEEN KUMAR SINGH	Skilled	1	36,522.00	438,264.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
HARI SINGH SAJWAN	Skilled	1	38,492.00	461,904.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
GAURAV KUMAR SINGH	Skilled	1	23,212.00	278,544.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
VISHAL RAJAK	Skilled	1	22,866.00	274,392.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
KAMAL SINGH	Skilled	1	22,866.00	274,392.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
KULBIR SINGH	Skilled	1	22,866.00	274,392.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
RAHUL KUMAR	Skilled	1	44,226.00	530,712.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
VIVEK ASHOK CHOUDHARY	Skilled	1	44,678.00	536,136.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
NITESH VISHWAKARMA	Skilled	1	29,120.00	349,440.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
RAJESH KUMAR	Skilled	1	22,000.00	264,000.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
MR. K. VENKATESAN-ENGINEER	Skilled	1	34,964.00	419,568.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
VIVEK TIWARI	Skilled	1	26,692.00	320,304.00	ANY WHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
SHIV JEET SINGH PARIHAR	Unskilled	1	26,692.00	320,304.00	ANY WHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
SAVIO SYLVESTERMATHIAS	Skilled	1	55,312.00	663,744.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
MANPREET SINGH	Skilled	1	173,040.00	2,076,480.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
ROHIT PRATAP SINGH	Skilled	1	25,680.00	308,160.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT
SANDIP KARANDE	Skilled	1	31,492.00	377,904.00	ANYWHERE IN INDIA	ENGINEERS NOT OTHERWISE CLASSIFIED	INCL WORK AWAY FROM SHOP OR YARD UPTO 9 MTRS HEIGHT

Subject of following clauses:

Special Condition :

Subject to terms and Conditions of Employees Compensation Insurance Policy attached herewith.

Territory: -INDIA**Jurisdiction:** -INDIA**Subsidiaries:** -

Particular Of Work: -INSTALLATION OF AIR HANDLING UNITS CONSERVE ENERGY

Location Of Risk: -ANY WHERE IN INDIA

Add-ons/Extension/Cover Details:-

Cover	Total SI (₹)	Premium(₹)
Basic Cover	11931024	128397.05

Customer GST/UIN No.:	27AAGCA6126L1ZI	Office GST No.:	27AAACU5552C1ZJ
SAC Code:	997139	Invoice No. & Date:	27231101551023 & 15/05/2023
Amount Subject to Reverse Charges-NIL			

We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule.

Anti Money Laundering Clause: -In the event of a claim under the policy exceeding ₹ 1 lakh or a claim for refund of premium exceeding ₹ 1 lakh, the insured will comply with the provisions of AML policy of the company. The AML policy is available in all our operating offices as well as Company's web site.

LET US JOIN THE FIGHT AGAINST CORRUPTION. PLEASE TAKE THE PLEDGE AT <https://pledge.cvc.nic.in>.

Date of Proposal and Declaration: 21/05/2023

IN WITNESS WHEREOF, the undersigned being duly authorised has hereunto set his/her hand at DO BORIVALI 120900 on this 12th day of May ,2023

For United India Insurance Co. Ltd.

Affix Policy
Stamp here.

Authorised Signatory.

Underwritten By - SAW35025 (DO UW CUM CASHIER) , Approved By - GON35191 (RO UNDERWRITER NEW)

EMPLOYEES COMPENSATION INSURANCE
POLICY WORDINGS

WHEREAS the **Insured** by a Proposal which shall be the basis of this Contract and deemed to be incorporated herein, has applied to **UNITED INDIA INSURANCE COMPANY LIMITED** (hereinafter called "the Company") for the insurance hereinafter contained for the **Business** described in the **Schedule** and has paid or agreed to pay the premium stated in the **Schedule** as consideration for such insurance.

NOW THIS **POLICY** WITNESSETH, subject to the terms exceptions and conditions contained herein or endorsed hereon, that if at any time during the **Period of Insurance** any **Employee or Employees** of the **Insured** shall sustain **Injury** by accident arising out of and in the course of his employment in the **Business**, for which the **Insured** is liable to pay compensation under any Law(s) specified in the **Schedule**, then the Company shall indemnify the **Insured** upto the **Limit of Indemnity** against all sums for which the **Insured** shall be so liable, including costs and expenses for defending any such claim incurred with the Company's consent.

PROVIDED ALWAYS that in the event of any change in the Law(s) or the substitution of other legislation therefor, this **Policy** shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

DEFINITIONS

This Policy, the **Schedule** and any Clauses thereon shall be considered one document and any word or expression to which a specific meaning has been attached in Definitions bears that specific meaning wherever it appears in this Policy in bold typeface.

Business means the Business of the **Insured** as specified in the **Schedule** in respect of which this Policy is issued.

Injury means physical bodily injury including death resulting from such injury arising out of an accident but does not include any mental sickness, disease, **Occupational Disease**, unless caused by such physical bodily injury.

Insured means the person or organization specified in the Policy **Schedule** but does not include their Contractors or Sub Contractors.

Occupational Disease means any occupational disease or illness including but not limited to the diseases listed under Schedule III of the Employees' Compensation Act, 1923 contracted by an **Employee** due to employment in the **Business**.

Wages means the remuneration payable to an **Employee** by the **Insured** for the employment in the **Business** and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of an employee towards any pension or provident fund or a sum paid to an employee to cover any special expenses entailed on him by the nature of his employment;

Employee or Employees means such person or persons in direct employment under the **Insured** in the **Business**, but shall not include any person employed under a Contractor or Sub-Contractor of the **Insured** unless specifically shown as covered in the **Schedule and by an endorsement**.

Schedule means the Schedule attached to and forming part of this **Policy**.

Period of Insurance means the period for which this insurance is availed by the **Insured** as specified in the **Schedule**, unless cancelled earlier.

Limit of Indemnity means the maximum amount of indemnity as specified in the **Schedule** that will be provided under this Policy by the Company in respect of

- a) any particular claim by an **Employee** and
- b) all claims arising out of all accidents for any number of **Employees** during the **Period of Insurance**.

EXCLUSIONS

This Policy shall not cover liability of the **Insured**:

- a) For **Injury** caused to **Employee** by accident directly or indirectly caused by or arising from or in consequence of or attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power, nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) Accident occurring at any other place than the Place or Places of Employment specified in the **Schedule**, unless the **Employee** was at such other place whilst on duty for the purpose of the **Business** and on the directions of the **Insured** or any of its official authorized to exercise control and supervision over the **Employee**.
- c) For **Occupational Diseases** contracted by an **Employee**
- d) For interest and/or penalty imposed on the **Insured** under any law or otherwise.
- e) Under any Law for medical expenses in connection with treatment of any Injury sustained by an **Employee**
- f) For persons employed in the **Business** under a Contractor or Sub-Contractor of the **Insured** unless specifically covered in the **Schedule**

- g) For **Injury** sustained by person whilst in the employ of the **Insured** otherwise than in the **Business** and/or who has is not declared for insurance under this Policy.
- h) Assumed by agreement which would not have attached in the absence of such agreement
- i) For any sum which the **Insured** would have been entitled to recover from any party but for an agreement between the **Insured** and such party.
- j) For any accident occurring whilst the **Employee** is under the influence of intoxicating liquor or drugs.
- k) For any incapacity or death of an **Employee** resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental **Injury**.

CONDITIONS

1. **The Contract:** This **Policy** and the **Schedule** shall be read together as one contract and any word defined herein and shown in bold shall bear such specific meaning wherever it may appear in the **Policy** or the **Schedule**.
2. **Due Observance:** The due observance and fulfilment of the terms, conditions and endorsements of this **Policy** so far as they relate to anything to be done or not to be done by the **Insured** shall be condition precedent to any liability of the Company to make any payment under this **Policy**.
3. **Mis-representation/Non-Disclosure:** This Policy shall be void in the event of any mis-representation or non-disclosure in the Proposal and the **Insured** is deemed to warrant the truth and accuracy of the statements and answers in the Proposal which form the basis of this Policy.
4. **Written Communication:** Every notice or communication to be given or made under this **Policy** shall be delivered in writing to the Company.
5. **Safeguards:** The **Insured** shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations, manufacturer's recommendations and other safety regulations in conduct of the **Business**.
6. **Claim Intimation:** In the event of any occurrence which may give rise to a claim under this **Policy** the **Insured** shall as soon as possible, and in any case within a period of thirty days of such occurrence, give notice thereof to the Company in writing with full particulars. Every letter claim writ summons and process shall be notified to the Company immediately on receipt. Notice shall also be given to the Company immediately the **Insured** shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.
7. **Company's Rights After Loss:** No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled, without being obliged to do so, if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full descretion in the conduct of any proceedings and in the settlement of any claim and the **Insured** shall give all such information and assistance as the Company may require.
8. **Declaration of Employees and Wages:** It is clearly agreed and Understood that the **Insured** shall be bound at all times to declare all **Employees** and **Wages** payable in respect of such **Employees** on the basis of which the Premium for this Policy is calculated.

In case of increase in **Employees** or **Wages** subsequent to insurance, Insured shall keep the Company intimated and obtain Endorsement by payment of necessary additional premium.

The **Insured** shall as and when require by the Company permit inspection of its records to verify the **Wages** and **Employees** and shall also provide duly authenticated copies thereof if so required the Company.
9. **Average:** Notwithstanding anything contained hereinabove,
 - (i)
 - a) If the number of **Employees** (whether on duty or otherwise) employed by the **Insured** on the date of accident is higher than the number covered under this Policy, the Company shall indemnify **Insured's** liability arising out of such accident, only in such proportion that the number of **Employees** covered bears to the **Employees** found employed on the date of accident.
 - b) If the amount of **Wages** declared for this insurance for all **Employees** is less than the actual Wages paid until date of accident, the Company shall be liable to indemnify on any claim only in proportion that the **Wages** declared bears to the **Wages** paid. For the purpose of this clause, the **Wages** declared shall be calculated proportionately for the period from commencement of Policy until date of accident for comparison with the actual **wages** paid during such period to determine applicability of this clause.
 - c) If the liability of the **Insured** for any claim by an **Employee** is determined on the basis of **Wages** higher than covered under this Policy, the Company shall be liable to indemnify only in proportion that the Wages covered under the Policy for the **Employee/Employees** bears to the **Wages** on the basis of which **Insured** is held liable. For the purpose of this clause, the **Wages** covered in respect of any **Employee** shall be deemed to be the average wage per **Employee** in the category under which the **Employee** falls as specified in the **Schedule**, unless actual **Wages** paid at the time of accident is substantiated by submission of documentary evidence to the Company.
 - (ii) If more than one of the above clauses is found applicable in respect of a claim, only such clause under which the liability of the Company is least shall be applied.

10. **Maintenance of record of Employees/Wages:** The **Insured** undertakes to maintain an accurate record of the **Employees and Wages** in respect of the **Business** throughout the **Period of Insurance**, in compliance with all statutory requirements or otherwise, and allow the **Company** to inspect such records during or upon expiry of this **Policy**.
11. **Contribution :** If at the time of the happening of an accident covered by this **Policy** there shall be any other insurance covering the same risk in respect of the **Employee** whether or not effected by the Insured, then the Company shall not be liable to contribute more than its rateable proportion of the amount that would otherwise be payable under this Policy.
12. **Cancellation:**The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Companys short period rates provided no claim has occurred upto the date of cancellation.
13. **Forfeiture:** If the Insured shall make any claim or connive in the making of any claim, knowing the claim to be false or fraudulent, the **Policy** shall become void and all claims will stand forfeited.
14. **Arbitration:**
- a) If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) in respect of any claim, such difference shall independently of all other question be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator to a panel of three arbitrators to be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be governed by Indian law. The venue of arbitration shall be within India.
 - b) It is clearly agreed and understood that no reference to arbitration can be made if the **Company** has either not admitted or has disputed liability in respect of any claim under or in respect of this **Policy**.
 - c) In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.
 - d) It is further expressly agreed and declared that if the **Company** shall disclaim liability in respect of any claim and is not within 12 calendar months from the date of such disclaimer be made the subject matter of a suit or proceeding before a Court of law or any other forum, it shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
15. **Law and Jurisdiction:** It is hereby declared and agreed that this contract of insurance and all claims thereunder shall be governed by Indian Law and any legal proceeding in respect thereof shall be raised a competent court of India. All claims shall be paid in Indian Rupees only.

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 Organisation 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 Coronavirus 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

- 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.

'Policy form - Claims made with right to defend.'