



LIBERTY GENERAL INSURANCE LIMITED

Date: 22/04/2022

Policy No: 3611-400301-22-1000001-01-000



To,
SANJEEV AUTO PARTS MANUFACTURERS PVT. LTD
C-7, C SECTOR WALUJ MIDC
AURANGABAD MAHARASHTRA 431136
Mobile No: +918087303838

Dear Customer,

Sub: Employee Compensation Insurance Policy No: 3611-400301-22-1000001-01-000

We thank you for choosing us for your insurance needs. We at Liberty General Insurance believe "Insurance" is not only an assurance to indemnify in the event of an unfortunate circumstance, but one that signifies protection and support you can count on when you need it the most. Liberty General Insurance is firmly committed to stand beside you and fulfill your insurance requirement whenever the need arises.

Liberty General Insurance Limited (IRDA Registration No. 150, CIN: U66000MH2010PLC209656) is a joint venture between ENAM Securities, Diamond Dealtrade Limited, a group Company of DP Jindal Group and Liberty Citystate Holding PTE Ltd, a group Company of US based Liberty Mutual Group..

Liberty Mutual Insurance was founded in the year 1912 and now is a diversified global insurer having over 900 offices over the world. With Liberty Mutuals 100 years of supervision in the insurance industry globally, Liberty General Insurance Limited is here with a vision to build a customer centric business to address the distinct needs of individual and corporate customers.

The insurance policy enclosed is a written agreement providing confirmation of our responsibility towards you that puts insurance coverage into effect against stipulated perils. With a commitment, to provide you with world class products and professional services, we take great pleasure in providing you details related to your policy.

Please find enclosed your **Employee Compensation Insurance** Policy no. **3611-400301-22-1000001-01-000**. The terms and conditions, guidelines and other relevant details of your insurance coverage are available in the enclosed policy document. Alternatively, you may also visit our website www.libertyinsurance.in to view/download policy wordings.

If you wish to contact us in reference to your existing policy and /or other general insurance solutions been offered by us, you may write to our correspondence address as mentioned below. You can also visit us at www.libertyinsurance.in , and we will be happy to assist you. To enable us to serve you better, you are requested to quote your Policy Number in all correspondence.

We welcome you to Liberty family and hope to live up to your expectations. We look forward serving you for years to come.

Yours Sincerely,

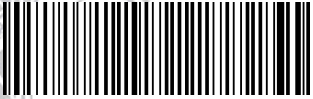
For Liberty General Insurance Limited

Authorized Signatory

**EMPLOYEE COMPENSATION INSURANCE
POLICY SCHEDULE**

In consideration of the policyholder named herein paying to the Liberty General Insurance Limited (hereinafter called the Insurer) the premium as stated in the Schedule and in reliance upon the statements made by the Policyholder in the proposal including its attachments or otherwise, and the material incorporated therein, the Insurer agrees to provide insurance against loss, damage, liability or expense to the extent and in the manner herein provided subject to all terms, conditions, exceptions and warranties hereinafter set forth.

Policy Servicing Office: The Capitol, 3rd Floor, New D.P. Road, Near Ashoka Hotel, Vishal Nagar, Pimple Nilakh, PUNE 411027 MAHARASHTRA PH: +91 20 30856567 FAX: +91 0 0
Policy Issuing Office: 10th Floor, Tower A Peninsula Business Park, Ganpath Rao Kadam Marg Lower Parel MUMBAI MAHARASHTRA - 400013 Phone: +91 22 6700 1313 Fax: +91 22 6700 1606

	Policy Number 3611-400301-22-1000001-01-000 Insured Name SANJEEV AUTO PARTS MANUFACTURERS PVT. LTD Address C-7, C SECTOR WALUJ MIDC AURANGABAD MAHARASHTRA 431136 Mobile No: +918087303838 UIN Number IRDAN150P0032V01201213 Customer UIN GSTIN No/State Name 27AAECS0129H1ZK/MAHARASHTRA	Policy Issue Date : 22/04/2022 Period of Insurance From 15:43 Hours of 01/04/2022 to midnight 31/03/2023 of
	Policy Issue Date : 22/04/2022 Period of Insurance From 15:43 Hours of 01/04/2022 to midnight 31/03/2023 of	

Intermediary Name	Intermediary Code	Intermediary Contact Details
ALLIANCE INS. BROKERS PVT. LTD.	IMD1000079	9999913776

Co-Insurance details		
Name of The Insurer	Share %	Unique Reference Code
Liberty General Insurance Limited	90	LVG400301LB0000000152223
Iffco Tokio General Insurance Company Ltd	5	-
Kotak Mahindra General Insurance	5	-

Policy Covered Under
 The Policy covers Liability of the Insured under the following Law(s):
 a. Employees' Compensation Act, 1923 and subsequent amendments thereto prior to the date of issue of this Policy
 b. Common Law

Risk Details	
Business Description	Automobile parts Manufacturing
Risk Location Address	As per annexure
Employee Details	As per annexure

Premium details	
Net Premium Taxable Value	₹ 27,665.00
CGST(9% - MAHARASHTRA)	₹ 2,489.85
SGST(9% - MAHARASHTRA)	₹ 2,489.85
Stamp Duty	₹ 14.00
Premium including Tax	₹ 32,659.00

Clauses, Conditions, Warranties and Exclusions:-

- Coinsurance Clause
- COMMUNICABLE DISEASE EXCLUSION CLAUSE
- Any direct or indirect loss by infectious or contagious disease including Pandemics/epidemics as declared by WHO and / or Government of India are not covered
- Medical Expenses :
 As per annexure - Clerical / Administrative staff -Sub Limited to INR 50000 Per Employee
 As per annexure - Workers -Sub Limited to Rs.50000 Per Employee
- Contractors' Employees' Extension
- Losses suffered in the course of construction, maintenance or demolition of towers, steeples, bridges, Dams and Chimney, Shafts are excluded
- No cover for Excavation, Tunneling, Blasting or Demolition
- No Cover for mining, quarrying or related underground /underwater service
- Attendance register should be maintained in the places of employment mentioned and need to be submitted when required by insurer.

Subject otherwise to terms and conditions of Employee Compensation Insurance Policy. In case of payment by cheque, in the event of dishonor of cheque for any reason whatsoever, insurance provided under this document automatically stands cancelled irrespective of whether a separate communication sent or not.

Signed for and on behalf of the Liberty General Insurance Limited, at **Mumbai**.



Authorized Signatory

Invoice No. 2722011000815317
 Branch GSTIN No : 27AABCL9950A1ZL
 SAC Code : 997139; Description of Service : General Insurance Service; Place of Supply : MAHARASHTRA/27
 IRDA Regn. No. 150
 CIN No. U66000MH2010PLC209656
 Tax is not payable under reverse charge by the recipient

In the event of loss and/or damage which may give rise to a claim under this Insurance, the Insured immediately give notification to below contact details:
 Liberty General Insurance Limited. : **Address:** 10th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel (W), Mumbai - 400013. Email: care@libertyinsurance.in or commercialclaims@libertyinsurance.in; Phone (Direct) 02267001373; Toll Free No. : **1800 266 5844**

Important Note- Kindly examine this Policy document including its attached Schedules and Annexures / Riders if any. In the event of any discrepancy, please contact our office immediately. It is being noted that, this Policy shall be otherwise considered as being entirely in order.

Consolidated Stamp duty has been paid as per letter of Authorization no. LOA/CSD/248/2022/326 Dated 19/01/2022 issued by Main Stamp Office, Mumbai. ** Not Applicable for the State of Jammu & Kashmir.

Employees Details

Sr.No.	Employee Categories	Salary upto ₹ 15000 per month		Salary above ₹ 15000 per month	
		No. Of Workers	Total Wages(₹)	No. Of Workers	Total Wages(₹)
1	As per annexure - Clerical / Administrative staff			337	198,874,484.00
2	As per annexure - Workers			193	54,156,958.00
Total		0	0.00	530	253,031,442.00

Add on Details

Sr.No.	Description	Sum Insured (₹)
1	MEDICAL EXPENSES	50,000.00
2	INSUREDS LIABILITY FOR CONTRACTORS EMPLOYEES	

Annexure 'A'-

Sr.No.	Premises Address
1	Anywhere in India

EMPLOYEES' COMPENSATION POLICY

WHEREAS the **Insured** by a Proposal which shall be the basis of this Contract and deemed to be incorporated herein, has applied to Liberty General Insurance 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, a) 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) For **Injury** caused to **Employee** by accident directly or indirectly caused by or arising from or in consequence of or attributable to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

- c) 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**.
- d) For **Occupational Diseases** contracted by an **Employee**
- e) For interest and/or penalty imposed on the **Insured** under any law or otherwise.
- f) Under any Law for medical expenses in connection with treatment of any **Injury** sustained by an **Employee**
- g) For persons employed in the **Business** under a Contractor or Sub-Contractor of the **Insured** unless specifically covered in the **Schedule**
- h) 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.
- i) Assumed by agreement which would not have attached in the absence of such agreement
- j) 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.
- k) For any accident occurring whilst the **Employee** is under the influence of intoxicating liquor or drugs.
- l) 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 **Insureds** 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** or the **Insured** may cancel this **Policy** by sending at least 15 days written notice to the other party at his last known address and in such event the premium shall be adjusted in accordance with Condition 8 above.

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.

Coverage for Medical Expenses

In consideration of the payment of an additional premium it is hereby understood and agreed that this Policy is extended to cover Insured's liability towards medical expenses for treatment of Injury arising out of accident in respect of which indemnity granted under this Policy otherwise applies.

Provided always that the liability of the Company under this endorsement shall be limited in respect of each **Employee** per accident.

Subject otherwise to the terms, provisions and conditions of the Policy

Coverage for Contractor's Workers / Employees

In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the **Insured** to **Employees** in the employment of Contractors performing work for the **Insured** while engaged in the **Business** in respect of which the within Policy is granted, but only so far as regard claims under the Employees Compensation Act, 1923, and subsequent amendments of said Act prior to the date of the issue of this Policy.

Sr. No.	Description of work done by Employees	Declared Number of Employees	Declared Wages /Contract Value during the Period of Insurance	Place/Places of Employment
1	As per Policy Schedule	As per Policy Schedule	As per Policy Schedule	As per Policy Schedule

Subject otherwise to the terms, provisions and conditions of the within Policy

Coinsurance Clause

1. It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name:

- 1.1. In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and or
- 1.2. To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy

2. Co-insurance Schedule :

SN	Name of the Insurer	Share (%)
1	Liberty General Insurance Limited	90
2	Iffco Tokio General Insurance Company Ltd	5
3	Kotak Mahindra General Insurance	5

3. Conditions forming part of this clause

It is hereby agreed and understood that:

- 3.1. The Insured in exercise of his option has after having understood the implications, selected the above named lead Insurer and the named Co-insurers vide sr. Nos. of the co-Insurance schedule as in point no. 2 under the policy.
- 3.2. The duties of insured would devolve upon the authorized intermediary licensed by IRDA (referred to as authorized representative here after) where the insured appoints such authorized intermediary to transact on his behalf with the insurer/s.
- 3.3. It shall be the responsibility of the insured or his authorized representative licensed by IRDA to decide on the panel of co-insurers and their respective shares of the risk herein as set out in co-insurance share under paragraph 2 above and communicate the same to all such participating co-insurers, prior to assumption of risk.
- 3.4. The lead Insurer shall finalize the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorized intermediary.
- 3.5. It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the co-insurance schedule under paragraph 2 above, are fully aware of the terms and conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this co-insurance arrangement.
- 3.6. During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorized representative giving sufficient advance notice of 7 days to the leader as well as all other participating co-insurers listed in the co-insurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co-insurers.
- 3.7. The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement.

In the event of any of the Coinsurers chosen by the Insured as per Paragraph 3.1 above and listed in coinsurance schedule, wishes to withdraw from participation in this Policy at anytime during currency, may do so after giving notice of 14 days (from date of intimation of changes in risk by Insured/ Intermediary) only in the event of following contingencies:

1. Increase in Sum Insured beyond the agreed and accepted amount including escalation in Sum Insured, as recorded in the underwriting slip
2. Change in Terms and conditions of Cover as agreed and accepted in the UWg Slip.

In the event of withdrawal as above by any Insurer from Coinsurance participation under the policy, the Insured shall arrange for an alternative Insurer to take care of the full share of risk vacated by the existing Insurer. In the event of Insured failing to do so, the Insured shall be considered as his own Insurer for such share of risk or part there of which is not taken up by such alternative Co- Insurer."

- 3.8. In the event of a claim under this policy, the insured shall give notice of its occurrence to the Lead Insurer with a copy to all the insurers as listed in clause 2 above.
- 3.9. Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.
- 3.10. In the event of any claim being value of more than 5 crores the lead insurer can immediately demand and the following co-insurer shall pay the cash call of their proportionate share of loss.
- 3.11. In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following co-insurer/s shall remit their share of the loss to the Lead Insurers within a maximum period of 21 days from the date on which the Lead Insurer makes the demand.

Lead Insurer's declaration that the Claim and the amount there of was in accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.

- 3.12. The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead Insurer/Intermediaries copies of all policies, endorsements or other claim related documents relevant to this co-insurance clause.

In witness, whereof, this policy has been signed by Liberty General Insurance Company (Lead Insurer) for itself and as authorized agents for other participating insurers named herein. Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

Communicable Disease Exclusion Clause [Endorsement] [Clause]

Notwithstanding any provision, clause or term of this Insurance Contract to the contrary, this policy excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following, including any fear or threat thereof, whether actual or perceived :-

- Any infectious disease
- Bacterium and another microorganism (whether asymptomatic or not);

- Any Virus (including Coronavirus (COVID-19)) including any mutation or variation thereof;
- Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

If the insurer alleges that by reason of this exclusion, any amount is not covered by this Insurance Contract, the burden of proving the contrary shall rest in the insured.

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Liberty
Insurance