

UNITED INDIA INSURANCE COMPANY LIMITED

2 BRABOURNE ROAD, GOVIND BHAWAN (3RD FLOOR) KOLKATA, WEST BENGAL KOLKATA - 700001 WEST BENGAL PHONE: (033) 22253139 FAX:

> **BURGLARY STANDARD POLICY** Policy No.:0304001221P111592685

PERIOD OF INSURANCE From 00:00 hrs on 08/02/2022 To Midnight on 07/02/2023

Insured

DIRECTORATE OF TECHNICAL EDUCATION AND TRAINING **WEST BENGAL**

PLOT-B/7, ACTION AREA-III, KARIGORI BHAVAN 700160 **KOLKATA WEST BENGAL**

Agent Name Agent Code

: GOUTAM SAHA

Mobile/Landline

: AGI0035300 9007742330

Number/Email

GSAHA6341@GMAIL.COM

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 030400@uiic.co.in

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





BURGLARY STANDARD POLICY SCHEDULE

Policy Number	0304	0304001221P111592685				Indimper		0304001220P111921773			
	Name	/ID	DIR	ECTORATE (F TECH	NICAL EDUC	ATION	AND TRAIN	ING V	EST BE	NGAL / 23059007224
Insured	Tel. (0	O)				I.(R)			Fax		
Details	Email								Mobi	le	
	Busine	ess/Occ	upati	on	None						
Period of Insurance From From			From 00:0	0 hrs or	08/02/202	2	То	To M	idnight	on 07/02/2023	

Business/Occupation None				
Period of Insurance From From 00:00 hrs o	n 08/02/2022	То	To Midnig	ght on 07/02/2023
Coinsurance Details UIIC 030400 : 100%				
·				
Premise: (Description and situation of the premises conta	aining Premium			₹ 2,262.00
the property insured)	CGST(9%)		:	₹ 204.00
Note . The premises shall not include used and	CCCT(OV)		:	₹ 204.00
Note: The premises shall not include yard, garden,open out building not communicating with the main building.	space or Stamp Duty		:	₹ 1.00
out ballang not communicating with the main ballaing.	Total		:	₹ 2,670.00
	Receipt Num	ber	:	10103040021113125260
	Receipt Date	:	:	10/02/2022
	Agent/Broke		:	AGI0035300
	Business Ass	ociate Code	:	BAS12347

Location Address / Sitation	Pin Code
CONTAI POLYTECHNIC	721401

Location ID	Risk No./Description-Description of Goods	Description of Items	Sum	Sum
Location 1D	Kisk No.7 Description Description of Goods	Insured	Insured/Item	Insured/Risk
23150409393	Stock in Trade or Goods in the custody of the Insured - Other	COMPUTER &	₹ 2,000,000.00	₹ 7,000,000.00
	general goods	PERIPHERALS		
23150409393	Stock in Trade or Goods in the custody of the Insured - Other	LIBRARY BOOKS	₹ 500,000.00	
	general goods			
23150409393	Stock in Trade or Goods in the custody of the Insured - Other	LABORATORY/ WS	₹ 2,500,000.00	
	general goods	EQUIPMENT		
23150409393	Furniture, Fixtures, Fittings, utensils and appliances of trade -	FURNITURE, FITTING &	₹ 2,000,000.00	
	Goods of general type	FIXTURES	, ,	

Subject	to BP	clause	as	attached
Imposed	1 Exce	ss : 0/	-	

Total Sum Insured

₹ 7,000,000.00

Additional conditions (if	Nil
any):	
Property described above	
is	Nil
mortagaged to:	

A Stamp Refer

Voluntary Excess(₹)	0.00	Compulsary Excess(₹)	0.00

Customer GST/UIN No.:		Office GST No.:	19AAACU5552C1ZG
SAC Code:	997137	Invoice No. & Date:	1221T111592685 & 10/02/2022
Amount Subject to Reverse	e Charges-NIL		

Anti Money Laundering Clause:-In the event of a claim under the policy exceeding \$\frac{\text{T}}{2}\$ 1 lakh or a claim for refund of pre-exceeding \$\frac{\text{T}}{2}\$ 1 lakh, the insured will comply with the provisions of AML policy of the company. The AML policy is available in. 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: 08/02/2022

IN WITNESS WHEREOF, the undersigned being duly authorised has hereunto set his/her hand at DO 4 KOLKATA 030400 on this day of February 2022.

For and On behalf of

United India Insurance Co. Ltd.

2. No -14. 16

Duly Constituted Attorney(s)
Underwritten by - RIY36559 (DO UW CUM CASHIER)

BURGLARY AND HOUSE BREAKING POLICY (BUSINESS PREMISES)

PREAMBLE

WHEREAS the Insured described in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to UNITED INDIA INSURANCE COMPANY LIMITED (hereinafter called the "Company") for the insurance hereinafter contained and has paid the premium stated in the said Schedule as consideration for such insurance during the period stated in the said Schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy.

OPERATIVE CLAUSE

The Company hereby agrees subject to terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon to indemnify the Insured to the extent of intrinsic value of :

- (a) Any loss of or damage to property or any part thereof whilst contained in the premises described in the schedule hereto due to Burglary or House-breaking (theft following upon an actual forcible and violent entry of and / or exit from the premises) and Hold-up.
- (b) Damage caused to the premises to be made good by the Insured resulting from burglary and / or house-breaking or any attempt there at any time during the period of insurance.

Provided always that the liability of the Company shall in no case exceed the sum insured stated against each item or Total Sum Insured stated in the Schedule.

EXCLUSIONS

The Company shall not be liable in respect of :

- (i) Gold or Silver articles, watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, rare books, plans, medals, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money,securities, stamps, collection of stamps, business books or papers, unless specifically insured.
- (ii) Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises in the business is concerned in the actual theft or damage to any of the articles or premises or where such loss or damage have been expedited or any way assisted or brought about by any such person or persons.
- (iii) Loss or damage which is recoverable under Fire or Plate Glass Insurance policy, or any other policy.
- (iv) (a) Loss or damage directly or indirectly, proximately or remotely occasioned by, or which arises out of or in connection with Riot and Strike, Civil Commotion, Terrorist activities, Earthquake, Flood, Storm, Volcanic eruption, Typhoon, Hurricane, Tornado, Cyclone or other convulsions of nature or atmospheric disturbances.
 - (b) Loss or damage whether direct or indirect arising from war, warlike operations and / or foreign enemy hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.

In any action, suit or other proceedings where the Company alleges that by reason of the above Provisions any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

- (v) (a) Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any Consequential Loss and any Legal Liability of whatsoever nature directly or indirectly caused by, or contributed to, or arising from ionising radiation or contamination by radioactivity from any source whatsoever.
 - (b) Any accident, loss, destruction, damage or Legal Liability directly or indirectly caused by or contributed to by or arising from Nuclear weapons material.
- (vi) Consequential Loss or Legal Liability of any kind.
- (vii) Loss of money and/or other property abstracted from safe following the use of the key to the said safe or any duplicate key



UNITED INDIA INSURANCE COMPANY LIMITED

RECEIPT

	1030400 / DO 4 KOLKATA	Receipt Number :	10103040021113125260
code Address :	FLOOR)700001	Collection Date:	10/02/2022

Received with thanks from DIRECTORATE OF TECHNICAL EDUCATION AND TRAINING WEST BENGAL Customer ID: 23059007224, Customer GST/UIN No: Not Available) a sum of Rs. 2624.00(Two thousand six hundred

twenty-four rupees only) as per detail given hereunder:

	Policy Number		Endt/Ren/Clm/Decln No	Particulars	Total Amount
		BurglaryPolicyInsurance	0	Final Premium	2,262.00
3	0304001221P111592685	BurglaryPolicyInsurance	0	CGST	204.00
3	0304001221P111592685	BurglaryPolicyInsurance	0	SGST	204.00
1	0304001221P111592685	BurglaryPolicyInsurance	0	CGST TDS	-23.00
5	0304001221P111592685	BurglaryPolicyInsurance	0	SGST TDS	-23.00

Total (Rounded Off): 2,624.00

> **Stamp Duty:** 0.00

Bank Charges: 0.00

					Tatal	The second division in which the second	
1 10.	strument Details			Instrument		B. I. Nama	Tagged
SL			Instrument Number	Date	Bank Name	Branch Name	Amount
No	r ayment re	Widde or 1 my			INDUSIND	INDUSIND	2,624.00
	121030400109337824	CENTRALISED	RBI0402299441905		BANK LTD.	BANK LTD.	2,024.00
31	12103040010733702	COLLECTION					

Particulars:

GSTIN (UIIC): 19AAACU5552C1ZG

for UNITED INDIA INSURANCE COMPANY LIMITED

Cashier Initial

Note:

1. Receipt valid subject to realisation of cheque

Please quote policy no., collection no., and date in all correspondences.

- (a) If the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights while the premises are left uninhabited.
- (b) If the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased.
- (c) To any property the interest of the Insured in which shall pass from the Insured otherwise than by will or operation of law.

unless in every case, the consent of the company to the continuance of the Insurance thereon is obtained and signified

SPECIAL CONDITIONS

1. Reinstatement of Sum Insured:

Immediately upon the happening of any loss or damage as described in the policy, the Total Sum Insured and the Sum Insured upon the various descriptions of property which have been lost or damaged, shall be reduced by the amount of loss or damage and such reduced Sums Insured shall be the limit of the Company's liability in respect of any further loss or damage during the current period of Insurance unless the Company consents, upon payment of additional premium to reinstate the full

2. Maintenance of Books & Keys:

The Insured shall keep a daily record of the amount of cash contained in the Safe or Strongroom and such record shall be deposited in a secure place other than the Safe or Strongroom and produced as documentary evidence in support of a claim under this policy. The keys of the Safe or Strongroom shall not be left on the premises out of business hours unless the premises are occupied by the Insured or any other authorised employee of the Insured in which case such keys if left on the premises shall be deposited in a secure place not in the vicinity of the Safe or Strongroom.

GENERAL CONDITIONS

- NOTICE: Every notice and communication to the Company required by this Policy shall be in writing to the office of the Company through which this insurance is effected.
- DUTY OF DISCLOSURE: This policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact.
- REASONABLE CARE: The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage
- 4. CLAIMS PROCEDURE: Upon the happening of any event giving rise or likely to give rise to a claim under this Policy :
 - (a) The insured shall give immediate notice thereof in writing to the nearest office of the Company with a copy to the policy issuing office of the Company as well as lodge forthwith a complaint with the Police.
 - (b) The insured shall deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing, of the loss or damage, with an estimate of the intrinsic value of the property lost and the amount of damage sustained.
 - (c) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
- 5. INDEMNITY: The Company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing. However the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage not more than the sum insured thereon.
- **6. AVERAGE:** If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this condition.

- Policy No.:03040012210111 CONTRIBUTION: If at the time of the happening of any loss or damage covered by this policy there shall a scance of any nature whatsoever covering the same, whether effected by the Insured or not, there shall a scance of any nature whatsoever than its rateable proportion of any loss or damage. **CONTRIBUTION:** If at the time of the happening or any ross or gamage covered by this policy theorem, whether effected by the Insured or not, then $\eta_{\rm theorem}$ other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then $\eta_{\rm theorem}$ or not, then $\eta_{\rm theorem}$ or not, then $\eta_{\rm theorem}$ or contribute more than its rateable proportion of any loss or damage.
- subrogation: The Insured and any claimant under this Policy shall at the expense of the Company do or concurrence to the done all such acts and things that may be necessary or reasonably required by the Company do or concurrence to which the company for **SUBROGATION:** The Insured and any claimant under this Policy shall act the expense of the Company do or Concurrence to be done all such acts and things that may be necessary or reasonably required by the Company do or Concurrence to be done all such acts and things that may be necessary or reasonably required by the Company for the Large any rights and remedies or obtaining relief or indemnity from other parties to which the Company for the Large any rights and remedies or obtaining relief or making good any loss or damage under the Large and the Large and the Large and Large an SUBROGATION: The Insured and things that may be necessary or reasonably required by the Company or concurrence permit to be done all such acts and things that may be necessary or indemnity from other parties to which the Company for the permit to be done all such acts and things relief or indemnity from other parties to which the Company for the enforcing any rights and remedies or obtaining relief or or making good any loss or damage under this police of the permit to be done all such assertion obtaining relief or indennity from the parties to which the Company for the interfering any rights and remedies or obtaining relief or making good any loss or damage under this enforcing any rights and remedies upon the Company paying for or making good any loss or damage under this policy and things shall be or become necessary or required before or after the Insured's indemnification by the policy and things shall be or become necessary or required before or after the Insured's indemnification by the policy and things shall be or become necessary or required before or after the Insured's indemnification by the policy and things shall be or become necessary or required before or after the Insured's indemnification by the policy and the po enforcing any rights and rectangle upon the Company paying for or making good any loss or damage under this policy become entitled or subrogated upon the Company paying for or required before or after the Insured's indemnification by the Company shall be such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company paying for or making good any loss or damage under this policy.
- FRAUD: If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used one acting on the insured's behalf to obtain any benefit under this Policy, all benefits and rights used rights used to see the control of th **FRAUD:** If any claim under this Policy shall be in any respect management of it any management means or devices are used in sured or any one acting on the insured's behalf to obtain any benefit under this Policy, all benefits and rights under this under this Policy, all benefits and rights under this policy.
- 10. **CANCELLATION:** The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosing fifteen days notice in writing by Registered A/D to the insured by sending fifteen days notice in writing by Registered A/D to the insured a proportion of the last part of th CANCELLATION: The Company may at any time cancer the rolle, only should be made a proportion of the last premium corrected and should be address in which case the Company shall return to the insured a proportion of the last premium corrected and correcte material fact or non-cooperation by the insured by sensing interest only and the insured a proportion of the last premium corresponding last known address in which case the Company shall return to the insured a proportion of the last premium corresponding last known address in which case the Company shall return to the insured a proportion of the last premium corresponding last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the insured and proportion of the last premium corresponding to the insured and insurance if no claim has been paid under the policy. The insured may at any time cancel the insured and insurance if no claim has been paid under the policy. material fact of fish section which case the Company snail return to the insured appoint of the last premium corresponding last known address in which case the Company snail return to the insured appoint of the last premium corresponding the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time corresponding the unexpired period rates provided no claim has policy to the company shall allow refund of premium at Companys short period rates provided no claim has policy to the company shall allow refund of premium at Companys short period rates provided no claim has policy to the company shall allow refund of premium at Companys short period rates provided no claim has policy to the company shall allow refund of premium at Companys short period rates provided no claim has policy to the company shall allow refund of premium at Companys short period rates provided no claim has policy to the company shall allow refund of premium at Companys short period rates provided no claim has policy to the company shall allow refund of premium at Companys short period rates provided no claim has policy to the company shall allow refund of premium at Companys short period rates provided no claim has policy to the company shall allow refund of premium at Companys short period rates provided no claim has policy to the company shall be companyed to the last known address in the company at any time cancel this pellip unexpired period of insurance if no claim has been paid under the posicy. The insured may at any time cancel this pellip and in such event the Company shall allow refund of premium at Companys short period rates provided no claim has occal and in such event the Company shall allow refund of premium at Companys short period rates provided no claim has occal and in such event the Company shall allow refund of premium at Companys short period rates provided no claim has occal and in such event the Company shall allow refund of premium at Companys short period rates provided no claim has occal and in such event the Company shall allow refund of premium at Companys short period rates provided no claim has occal and the company shall allow refund of premium at Companys short period rates provided no claim has occal and the company shall allow refund of premium at Companys short period rates provided no claim has occal and the company shall allow refund of premium at Companys short period rates provided no claim has occal and the company shall allow refund of premium at Companys short period rates provided no claim has occal and the company shall be companyed to the comp
- 11. ARBITRATION AND DISCLAIMBER: If any difference shall arise as to the quantum to be paid under this Policy (li ARBITRATION AND DISCLAIMBER: If any under this Policy (his policy constitution) and the parties admitted such difference shall independently of all other questions be referred to the decision of a single arbitrate. being otherwise admitted) such unrelease shall be referred to a panel of three arbitrators, comprising of the same shall be referred to a panel of three arbitrators, comprising of the same shall be referred to a panel of three arbitrators, comprising of the same shall be referred to a panel of three arbitrators. arbitrator to be appointed in writing by the parties in arbitrator to be appointed in writing by the parties of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators of any party invoking arbitrator to the dispute / difference, and the third arbitrator to be appointed that the parties to the dispute / difference, and the third arbitrator to be appointed that the parties to the dispute / difference, and the third arbitrator to be appointed to the dispute / difference arbitrators. of any party invoking arbitration, the same should be dispute / difference, and the third arbitrator to be appointed by each of the parties to the dispute / difference, and the third arbitrator to be appointed by each of the parties to the dispute / difference, and the third arbitrator to be appointed by each of the provisions of the Arbitration shall be conducted under and in accordance with the provisions of the Arbitration shall be conducted under and in accordance with the provisions of the Arbitration shall be conducted under and in accordance with the provisions of the Arbitration shall be conducted under and in accordance with the provisions of the Arbitration shall be conducted under and in accordance with the provisions of the Arbitration shall be conducted under and in accordance with the provisions of the Arbitration shall be conducted under and in accordance with the provisions of the Arbitration shall be conducted under and in accordance with the provisions of the Arbitration shall be conducted under and in accordance with the provisions of the Arbitration shall be conducted under and in accordance with the provisions of the Arbitration shall be conducted under and in accordance with the provisions of the Arbitration shall be conducted under and in accordance with the provisions of the Arbitration shall be conducted under and in accordance with the provisions of the Arbitration shall be conducted under an accordance with the provisions of the Arbitration shall be conducted under an accordance with the provisions of the Arbitration shall be conducted under an accordance with the provisions of the Arbitration shall be conducted under a conducted u to be appointed by each of the parties to the dispute, and in accordance with the provisions of the Arbitration and Concil

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provide the policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon policy that the award by such arbitrator / arbitrators of the amount of the loss or damage shall be first obtained.

- 12. OBSERVANCE OF TERMS AND CONDITIONS: The due observance and fulfillment of the terms, conditions endorsements of this policy in so far as they relate to anything to be done or complied with by the Insured, shall be a conditions precedent to any liability of the Company to make any payment under this Policy.
- 13. RENEWAL NOTICE: The Company shall not be bound to accept any renewal premium nor give notice that such is due.

Communicable Disease Exclusion Clause:-

- 1. Notwithstanding any provision, clause or term of the Policy, to the contrary, it is declared and/or clarified that nothing in the Policy shall be construed as covering 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 consequence of, attributable to, arising under, out of or in connection with, or in any way involving (this includes all other te 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 including fear and/or threat thereof (whether actual or perceived), the actual or alleged transmission thereof, regardless of any other cause or event having occurred or contributed thereto either concurrently or in any sequence 1.2 a pandemic or epidemic, whether 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 to 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, sold 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:

- supplied threatens damage to or can cause or threaten damage to human health or human welfare, or
- That causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, that causes or closs of use or usefulness of, tangible or intangible property. For avoidance of the contamination o in that causes of the continuous of use or usefulness of, tangible or intangible property. For avoidance of doubt, Communicable property in the source of the communicable property is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or account of the communicable property. loss of marketanine but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof, picelise inclindes the solution of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, a for further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use,
- For nutries defined and/or extra expense arising out of or attributable to:
- increased cost of complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of any partial or complete closure of authorities, or any prevention/denial of access to increase by or under the advisories of 3.1 any partial of covernment or civil authorities, or any prevention/denial of access to insured premises, or customer and or supplier public, military, government or civil authorities, or any prevention/denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or 3.2 change in consumer behaviour, or
- 3.2 change in constant
 3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this Insurance Contract. 3.3 an absence 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
- (1) any tangible or intangible property covered by this Iinsurance 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, any amount is not covered by this Insurance Contract, the burden of proving to the contrary shall be upon the Insured.