

## IFFCO-TOKIO GENERAL INSURANCE CO. LTD

Regd. Office: IFFCO Sadan, C-1, Distt. Centre, Saket, New Delhi-110017 Standard Fire And Special Perils Policy **Policy Schedule Cum Tax Invoice** 

UIN- IRDAN106RP0003V01200001

Policy Number: 12585889

MAITHAN STEEL AND POWER LIMITED Name:

Address: 3rd Floor, 53A Rafi Ahmed, Kidwai Road, Kolkata - 700016, "Kolkata, Kolkata, West Bengal 700,016

Dear Customer.

#### Subject: Standard Fire And Special Perils Policy No. 12585889

Welcome to the world of IFFCO TOKIO General Insurance Company Limited.

We would like to take this opportunity to thank you for choosing Standard Fire And Special Perils Insurance Cover from IFFCO TOKIO GENERAL INSURANCE COMPANY LIMITED. We assure you quality and hassle-free service whenever and wherever you need.

The insurance policy enclosed is a written agreement providing confirmation of our responsibility towards you that puts insurance coverage into effect against stipulated perils,

Please note that this policy has been issued based on the information contained in the proposal form and/ or documents received from you or your intermediary/ representative. Where the proposal form is not received, information obtained from you or your representative/ intermediary, whether orally or otherwise, is captured in the

If you wish to contact us in reference to your existing policy and /or other general insurance requirements, you may write to our correspondence address as mentioned below or you may visit our website www.iffcotokio.co.in

We once again thank you for choosing IFFCO TOKIO GENERAL INSURANCE COMPANY LIMITED and looking forward to our long association.

Thanking you Yours faithfully

For IFFCO TOKIO General Insurance Company Limited

Signature

**Subrata Mondal** 

(Executive Vice President)





# IFFCO-TOKIO GENERAL INSURANCE CO. LTD

Regd. Office: IFFCO Sadan, C-1, Distt. Centre, Saket, New Delhi-110017 Standard Fire And Special Perils Policy

Policy Schedule Cum Tax Invoice UIN- IRDAN106RP0003V01200001

MAITHAN STEEL AND POWER LIMITED

Regd. Office:

Insured

IFFCO Sadan, C-1, Distt. Centre, Saket, New Delhi-110017, UIN No - IRDAN106RP0003V01200001

**Issuing Office:** 

IFFCO TOKIO GEN INSU. CO. LTD., Saket Building, 5th Floor,, Near APJ School,, 44 Park Street,,KOLKATTA, WB - 700016, GSTIN: 19AAACI7573H2Z8

Insureu	WHITIMA STEEL MAD TO WER EMITTED		
Client Number	31762259	31762259	
	3rd Floor, 53A Ra	fi Ahmed, Kidwai Road, Kolkata - 700016, , , KOLKATA, 700016, West Bengal,	
<b>Corresponding Address</b>	******666		
	te*****@iffcoto	kio.co.in	
GSTIN Number	19AADCM1188M	M1Z0	
Policy Number	12585889		
Policy Issuance Date	31/03/2023	31/03/2023	
SAC Code	997137	997137	
Tax Invoice Number	12585889	12585889	
Tax Invoice Date	31/03/2023	31/03/2023	
Place of Supply	WEST BENGAL (19)		
KYC Name		KYC Number	
PAN Card		AADCM1188M	
ITGI UNIQUE IDENTIFIER		KBG3ACXHRU69SI	

	Intermediary/Agent Name &	c Code (if any)	
Agent Name:	KEDPRO INSURANCE BROKING PRIVA		
Agent Code:	31002449	Tie Up Code:	31006040

Policy Details						
Type of Policy STANDARD FIRE AND SPECIAL PERILS						
Period of Insurance:	ance: <b>From:</b> 31/0			03/2023 09:49:40	To:	30/03/2024 23:59:59
	Hypothecation Details					
P400 Client ID	Client	Name			Addres	ss
14144449	PUNJAB NATIONA	AL BANK		Corporate Finance Branch, Kolkata		
60164303	HDFC BANK LTD		Stephen House Branch, Kolkata			

Location Sum Insured & Risk Details				
Location Address	Po- Bonra , Ps- Neturia,, Purulia West	Po- Bonra, Ps- Neturia,, Purulia West Bengal,, Pin - 723121, Puruliya, 723121, West Bengal, India		
Occupancy	Sponge Iron Plants			
<b>Location Description :</b>	MANUFACTURING OF SPONGE IR	ON		
Occupancy Description :	Manufacturing of Sponge Iron	· · · · · · · · · · · · · · · · · · ·		
Material Damage:	Material Damage:			
Description		Sum Insured (INR)		
Stocks		200,000,000.00		
Stocks In Process		10,000,000.00		
Shed, Building Boundry wall & Civil work		50,000,000.00		
Plant & Machinery.		250,000,000.00		
Furniture, Fixture & Fittings		5,000,000.00		
Total Sum Insured :		515,000,000.00		

Add on Covers			
Add on Cover Name	Sum Insured/Limit (Rs.)		
Architects, Surveyors And Consulting Engineers Fees	25,750,000.00		
Claim Preparation Clause	25,750,000.00		
Escalation	15,250,000.00		
Expenses For Loss Minimization / Loss Prevention	25,750,000.00		
Fire Fighting Expenses	25,750,000.00		
Immediate Repair	10,000,000.00		
Impact Damage Due To Insured's Own Rail/road Vehicles	25,750,000.00		
Omission To Insure	15,250,000.00		
On Account Payment Clause			
Plans , Documents & Computer System Records	25,750,000.00		
Professional Fees	25,750,000.00		
Property Under Consignment, Care, Custody & Control	10,000,000.00		
Removal Of Debris	10,000,000.00		
Shutdown / Startup Costs	25,750,000.00		
72 Hour Clause			
Molten Material Spillage	25,750,000.00		
Temporary Removal Of Stock	25,750,000.00		
Involuntary Betterment/obsolete Parts	10,000,000.00		
Preparation Of Lost Records/ Valuable Documents & Records	10,000,000.00		
Total Sum Insured :	338,000,000.00		

Premium Details						
Base Premium (Rs.)		592,250.00				
Add On Premium (Rs.)		0.00				
Net Premium (Rs.) /Taxable Va	llue	592,250.00				
	CESS (%)					
CESS %	0	CESS (Rs.)	0.00			
		GST Details				
	CGST	SGST	UGST	IGST		
Percentage	9	9	0	0		
Amount (Rs.)	53,302.50	53,302.50	0.00	0.00		
Total GST Amount (Rs.)		Total Premium Payable (Rs.)	698,855			

#### **Excess**

Location having Sum Insured upto INR 10 Cr per location for MD.

Material Damage -5% of claim amount subject to a minimum of INR 10,000/-

Location having Sum Insured above INR 10 Cr and up to INR 100 Cr per location for MD.

Material Damage - 5% of claim amount subject to a minimum of INR 25,000/-

Location having Sum Insured above INR 100 Cr and up to INR 1500 Cr per location for MD.

Material Damage - 5% of claim amount subject to a minimum of INR 500,000/-

Location having Sum Insured above INR 1500 Cr and up to INR 2500 Cr per location for MD.

Material Damage - 5% of claim amount subject to a minimum of INR 2,500,000/-

Location having Sum Insured above INR 2500 Cr per location for MD.

Material Damage -5% of claim amount subject to a minimum of INR 5,000,000/-

For following occupancies with location sum insured more than 500 Crs

- Steel Plant
- · Power plant except wind and solar power plant

Material Damage - 5% of claim amount subject to a minimum of INR 1.25 Crs

Note: The limit for sum insured is limit for MD per location.

#### Clauses

- · Local Authorities clause
- Contract Price Insurance Clause
- Reinstatement value Clause
- · Designation of property clause
- Earthquake (Fire & shock) with Storm, Tempest, Flood and Inundation
- Removal Of Debris (up to 1% of claim amount)
- Architects, Surveyors And Consulting Engineers Fee (up to 3% of the claim amount)
- Terrorism Exclusion
- Removal of Debris (in excess of 1% of the claim amount)
- Architects, Surveyors and Consulting Engineers Fee (in excess of 3% claim amount)
- Molten Material Spillage
- Temporary Removal of Stock
- Involuntary betterment/Obsolete parts
- · Preparation of Lost records/ Valuable documents & records
- · Agreed Bank clause

#### Warranties

- · FEA Warranty
- · Nil Claim Warranty
- · Kutcha Construction warranty
- · Basement Warranty

#### **Exclusion**

- Communicable Disease Exclusion
- · Cyber Risk Exclusion Clause
- · Sanctions and Limitations exclusion clause
- Political Risks Exclusion
- Radioactive Contamination

#### Whether GST is Payable on Reverse Charge Basis- No

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.

## Disclaimer:

The issuance of this Insurance Policy is subject to satisfactory verification of KYC documentation of the Client/ Policyholder as per IRDAI Master Circular dated 1st August 2022 on AML/ CFT. In case, if any discrepancy is found in KYC Verification of the Client/ Policyholder, it is agreed by the Client/ Policyholder to complete/ rectify the discrepancy found in the KYC documents/information for the generation of CKYC Number, failing which the policy will be considered ineffective/suspended/ cancelled and no claim will be payable under this Insurance Policy.

In witness whereof, the undersigned being duly authorized has hereunder set his/her hand on this policy on

NOTICE OF LOSS: In the event of loss or damage which may involve a claim under this Insurance, immediate notice thereof and application for survey should be given to the Policy Issuing Office.

The Coverage is as Per Policy Wordings/Endorsements/Clauses attached. Please go through the Policy and in case of any discrepancy, please inform us. In case of cheque dishonour, Policy is cancelled ab-initio in case of Cheque dishonor.

Toll Free: 1-800-103-5499 (24 Hours Toll Free); Other: (0124) 428-5499; SMS "CLAIM" to 56161

GST: 19AAACI7573H2Z8 CIN: U74899DL2000PLC107621

Policy issuing office: Delhi Consolidated Stamp Duty deposited as per the order of Government of National Capital Territory of Delhi

For IFFCO-TOKIO General Insurance Co. Ltd



## Standard Fire and Special Perils Policy Wordings

IN CONSIDERATION OF the insured named in the Schedule hereto having paid to the IFFCO-TOKIO General Insurance Company Limited (hereinafter called the Company) the premium mentioned in the said schedule, THE COMPANY AGREES, (subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the Property Insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the said schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such Property or any part thereof:

#### I.Fire

Excluding destruction or damage caused to the property insured by

- (i) its own fermentation, natural heating or spontaneous combustion.
- (ii) Its undergoing any heating or drying process.
- (iii)Burning of property insured by order of any Public Authority.

#### **II.Lightning**

## III.Explosion / Implosion

Excluding loss, destruction of or damage

- (a) to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated), or their contents resulting from their own explosion /implosion
- (b) caused by centrifugal forces

## **IV.Aircraft Damage**

Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves.

## V.Riot, Strike Malicious Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:

- (a)Total or partial cessation of work or the retarding or interruption or cessation of any process or operations or omissions of any kind.
- (b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- (c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- (d) Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act. If the company alleges that the loss/ damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.

## VI.Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption, or other convulsions of nature. (Wherever earthquake cover is given as an add on cover all the words excluding those resulting from earthquake volcanic eruption or other convulsions of nature shall stand deleted).

## VII.Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/Road vehicle or animal by direct contact not belonging to or owned by

(a)the Insured or any occupier of the premises or

(b) Their employees while acting in the course of their employment.

## VIII Subsidence and Landslide Including Rock slide

Loss, Destruction or damage caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:

(a)the normal cracking, settlement or bedding down of new structures

(b)the settlement or movement of made up ground

(c)coastal or river erosion

(d)defective design or workmanship or use of defective materials

(e)Demolition, construction, structural alterations or repair of any property or groundwork or excavations

#### IX. Bursting and /Or Overflowing Of Water Tanks, Apparatus and Pipes

#### X. Missile Testing Operations

## XI.Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by

- (a) Repairs or alterations to the buildings or premises,
- (b) Repairs, Removal or Extension of the Sprinkler Installation
- (c) Defects in construction known to the Insured.

#### XII. Bush Fire

Excluding loss, destruction or damage caused by Forest Fire.

PROVIDED that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted there for by the memorandum hereon or attached hereto signed by or on behalf of the Company.

#### (A)General Exclusion

Excess: This Policy does not cover (not applicable to policies covering dwellings with individual owners)

- 1.1. Policies having Sum Inured up to INR 10 cr per location. 5% of claim amount subject to a minimum of Rs 10,000/-
- 1.2. Policies having Sum Insured above INR 10 cr per location up to INR 100 cr per location. 5% of claim amount subject to a minimum of INR 25,000
- 1.3. Policies having Sum Insured above INR 100 cr and up to INR 1500 cr per location. 5% of claim amount subject to a minimum of INR 5 lakhs
- 1.4. Policies having Sum Insured above INR 1500 Cr and up to INR 2500 cr per location. 5% of claim amount subject to a minimum of INR 25 lakhs
- 1.5. Policies having Sum Insured above INR 2500 Cr per location. 5% of claim amount subject to a minimum of INR 50 lakhs

The Excess shall apply per event per insured which ever is applicable.

Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.

- 3.Loss, destruction or damage directly or indirectly caused to the property insured by
- a) ionizing radiation's or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 4.Loss, destruction or damage caused to the insured property by pollution or contamination excluding
- a) pollution or contamination which itself results from a peril hereby insured against
- b)any peril hereby insured against which itself results from pollution or contamination
- 5. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs.10, 000/-, goods held in trust on or commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.
- 6. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
- 7. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
- 8. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
- 9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 10. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any perils covered.
- 11. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
- 12. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, Volcanic eruption or other convulsions of nature.
- 13. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.
- 14. It is understood and agreed that this insurance policy shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provisions of such cover, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America."

## (B) General Conditions

- 1. THIS POLICY shall be voidable in the event of mis-representation, mis-description or non disclosure of any material particular.
- 2. All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part. PROVIDED such a fall or displacement is not caused by insured perils, loss or damage by which is covered by this policy or would be covered if such building, range of buildings or structure were insured under this Policy. Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and

IFFCO-Tokio -Standard Fire And Special Perils Policy Schedule

occurrence confirmed in writing to this effect.

3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company:-

- a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
- b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days. For Dwellings rated under section III of AIFT this condition 3(b) stands deleted.
- c) If the interest in the property passes from the insured otherwise than by will or operation of law.
- 4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
- 5. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.
- 6.(i)On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
- (a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind. Particulars of all other insurances, if any: The Insured shall also at all times at his own expense produce, and give to the Company, all such further particulars, plans, specification, books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith. No claim under this policy shall be payable unless the terms of this condition have been complied with.
- (ii)In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 month from the happening of the loss or damageunless the claim is the subject of pending action or arbitration, it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 7.On the happening of loss or damage to any of the property insured by this policy, the Company may
- a)enter and take and keep possession of the building or premises where the loss or damage has happened.
- b)take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- b)take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- c)keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- d)sell any such property or dispose of the same for account of whom it may Concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

- If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.
- 8. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the Policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefit under this Policy shall be forfeited.
- 9. If the Company at its option, reinstate or replace the Property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or insurer(s) in so doing, 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 nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.
- 10. If the Property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any

other peril hereby insured against 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 accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

- 11. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
- 12. The insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any right and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
- 13. If any dispute or difference shall arise as to the quantum to be paid under This Policy (liability being otherwise admitted) such difference shall independently of all other questions 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 within 30 days of any part of invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provision of the Arbitration and Conciliation Act, 1996
- 14. Every notice and other communication to the Company required by these conditions must be written or printed.
- 15. At all times during the period of insurance of this Policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

Clause Code	Clause Description
0017	Local Authorities clause The insurance by this policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any act of Parliament or with Byelaws of any Municipal or Local authority provided that  1)The amount recoverable under this extension shall not include:  a)The cost incurred in complying with any of the aforesaid Regulations or Bye-laws, (i) In respect of destruction or damage occurring prior to the granting of this extension, (ii) In respect of destruction or damage not insured by the policy. (iii) Under which notice has been served upon the insured prior to the happening of the destruction of damage, (iv) In respect of undamaged property or undamaged portion of property other than foundations (unless foundations are specifically excluded from the insurance by this policy) of that portion of the property destroyed or damaged,  (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations of Bye-laws not arisen,  (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.
0006	Contract Price Insurance Clause In the case of insurance of imported goods only (and not for goods of local manufacture) which are sold under a contract which is cancelled either wholly or to the extent of loss or damage, it is permissible to issue a policy on the basis of Contract Price and the following clause shall be inserted in the Policy.  "It is hereby agreed and declared that in respect only of goods sold but not delivered for which the insured is responsible and with regard to which under the condition of sale, the sale contract is by reason of the perils covered under the Policy, cancelled either wholly or to the extent of the loss or damage, the liability of the company shall be based on the contract price and for the purpose of average the value of all goods to which the clause would in the event of loss or damage be applicable shall be ascertained on the same basis."

www.iffcotokio.co.in Toll Free No.		
Clause Code	Clause Description	
0023	Reinstatement value Clause It is hereby declared and agreed that in the event of the property insured under items as per the schedule within the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby.  Special Provisions:  1. The work of replacement of reinstatement (Which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.  2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.  3.If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item	
0008	Designation of property clause For the purpose of determining, where necessary, the item under which any property is insured, the insurers agree to accept the designation under which the property has been entered in the insured's books.	
	Earthquake (Fire & shock) with Storm, Tempest, Flood and Inundation In consideration of the payment by the Insured to the Company of the sum of Rs (as stated in the policy schedule) additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide/Rockslide resulting there from.	
0012	Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement."	
0012	Special conditions	
	1.Excess Clause: Policy excess as shown on the schedule will be applicable.	
	2.Extension cover shall be granted only if the entire property in one complex/compound/location covered under the policy is extended to cover this risk and the Sum Insured for this extension is identical to the sum Insured against the risk covered under main policy except for the value of the plinth and foundations of the building(s).	
	3. Onus of proof In the event of the Insured making any claim for loss or damage under this policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.	
	Removal Of Debris (up to 1% of claim amount) It is hereby declared and agreed that the expenses incurred upto 1% of the claim amount is included in the sum insured on:	
0024	(a)Removal of debris from the premises of the Insured;	
	(b)Dismantling or demolishing;	
	(c) Shoring up or propping.	
	Note: (b) & (c) are not applicable when neither building nor machinery are covered.	
0003	Architects, Surveyors And Consulting Engineers Fee (up to 3% of the claim amount) It is hereby declared and understood that the expenses incurred towards Architects, Surveyors and Consulting Engineers fees for plans, specification and tenders, quantities and services in connection with the superintendence of the reinstatement for the Building, machinery, accessories and equipment insured under this policy is covered up to 3% of the adjusted loss, but it is understood that this does not include any costs in connection with the preparation of the insured's claim or estimate of loss in the event of damage by insured perils.	

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Clause Code	Clause Description
	Terrorism Exclusion
	This
	Policy excludes loss, damage, cost or expense of whatsoever nature
	directly or indirectly caused by, resulting from or in connection
	with 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. This exclusion also
	includes loss, damage, cost or expense of whatsoever nature
	directly or indirectly caused by, resulting from or in connection
	with any action taken in controlling, preventing, suppressing or in
	any way relating to the above.
	Removal of Debris (in excess of 1% of the claim amount)
	On costs and expenses necessarily incurred by the insured of the portion or portions of the property insured by items as shown in the schedule of this policy destroyed or damaged by perils hereby insured against but not exceeding in the aggregate as shown in the schedule.
0025	(a)In the removal of debris from the premises of the Insured; (b)Dismantling or demolishing;
	(c)Shoring up or propping;
	Note: (b) & (c) are not applicable when neither building nor machinery are covered.
0004	Architects, Surveyors and Consulting Engineers Fee (in excess of 3% claim amount)  It is hereby declared and understood that the expenses incurred towards Architects, Surveyors and Consulting Engineers fees for plans, specification tenders, quantities and services in connection with the superintendence of the reinstatement for the Building, machinery, Accessories and equipment insured under this policy up to 7.5 % of the adjusted loss is covered, but is understood that this does not include any cost in connection with the preparation of the Insured âs claim or estimate of loss in the event of damage by insured perils
	Claim Preparation Clause
	In consideration of the premium paid, and subject to the Exclusions, Conditions and Limitations of the Policy to which this Extension is attached, this Policy is extended to cover the necessary and reasonable costs incurred by the Insured payable to the Insured's accountants, architects, auditors, engineers, or other professionals and the cost of using the Insured's employees, for producing and certifying any particulars or details contained in the Insured's books or documents, or such other proofs, information or evidence required by the Underwriters resulting from insured loss payable under this Policy for which the Underwriters have accepted liability.
	Coverage will not include the fees and costs of attorneys, public adjusters, and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them nor the fees and costs of loss consultants who provide consultation on coverage or negotiate claims.
	The Underwriters shall not be liable under this Extension for more than the sub-limit in respect of any one Occurrence, which shall be part of and not in addition to the policy limit.
	Escalation It is hereby agreed that the Sum(s) Insured of insured assets other than stocks shall, during the period of insurance, be increased each day by an amount representing 1/365th of the specified percentage increased per annum. Unless specifically agreed to the contrary the provisions of this clause shall only apply to the sums insured in force at the commencement of each period of insurance.
	At each renewal date the insured shall notify the Insurers:-
	The sum to be insured under each item above, but the absence of such instructions the Sums Insured by the above items shall be those stated on the policy (as amended by the any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the period of insurance upto that renewal date, and
	The specified percentage increase(s) required for the forthcoming period of insurance, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the period of insurance from renewal.
	All the conditions of the policy in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.
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Clause Code	Clause Description
0066	Expenses For Loss Minimization / Loss Prevention  This Policy includes expenses for loss minimization necessarily incurred by the insured to prevent any aggravation of an insured loss following a loss or damage to the subject matter insured, due to a cause not excluded, at insured's Premises, specified in the Schedule, including moving / shifting of property if this contributed to loss minimization, subject to a limit as specified in the schedule for each and every loss.
	Flaring of feedstock in process per se is not covered but following an indemnifiable cause as a loss prevention measure is insured under the policy.
	Fire Fighting Expenses It is agreed that in the event of a fire or a series of fire arising directly or indirectly from the same occurrence including fire threatening to involve the property insured under this section of the policy, the insured shall be entitled to recover upto a Limit as mentioned in schedule for each and every loss;
	i. the actual cost of material used and/or damaged in extinguishing or controlling or attempting to extinguish or control any such fire;
	ii. the cost of all clothing and/ or personal effects damaged and / or lost as a result of such fire and / or fight, extinguish or controlling or attempting to fight extinguish or control such fire unless more specifically insured elsewhere;
	iii. all other actual expense(including wages and the like paid for fire fighting, extinguishing or controlling or attempting to fight extinguish or control such fire and / or localizing such fire.
	All claims for personal injury are excluded.
	iv. The expenses incurred to recharge/refill any fire protection devices.
0065	Immediate Repairs It is agreed that in case of loss the insured, if they so elect, may immediately begin repairs or reconstruction but such work shall at all times be open to supervision by the insurer or their representatives and in case of dispute as to the cost of repair and / or reconstruction the loss shall be settled in accordance with the terms of this policy, the sole object or this condition being not to deprive the insured from the use of operating properties which may be necessary to their business. Evidence of loss to be photographed and if any damaged items are replaced the same is to be preserved for inspection by surveyors.
	Limit – As specified in schedule for each and every loss.
0016	Impact Damage Due To Insured's Own Rail/road Vehicles, Fork Lifts, Cranes, Stackers And The Like And Articles Dropped Therefrom It is hereby agreed and declared that the policy is extended to cover loss and/or damage caused due to impact by direct contact to Insured's property caused by Insured's own Rail/Road Vehicle, Forklifts, cranes, stackers and the like and articles dropped there from.
	Omission To Insure It is hereby agreed and declared that the Insurance by this Policy extends to cover Buildings and/or Machinery, Plant and other Contents as defined in the Schedule hereof which the insured may erect or acquire or for which they may become responsible:-
	a) at the within described premises;
	b) for use as factories
	i) The liability under this Extension shall not exceed in respect of (a) above, 5% of the Sum Insured by each item, and in respect of (b) above, 5% of the Sum Insured by items of the Schedule.
0022	ii) The Insured shall notify the Insurer of each additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception
	iii) Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated.
	iv) No liability shall attach to the insurers in respect of any Building, Machinery, Plant or other Contents while such property is otherwise insured.
	Note 1: All new additions to Buildings and/or Machinery and Plant not specifically insured/included during the currency of the policy should be declared at the end of the year and suitable additional premium paid on pro rata basis from the date of completion of the construction /erection of additions may be suitably adjusted.
	If the insured fails to declare the values of such additions within 30 days after the expiry of the policy, there shall be no refund of the advance premium collected.
	Note 2: Other Contents' in the above clause shall mean 'Furniture and Fittings' and does not include 'Stocks'.
	On Account Payment Clause If company is not in dispute over whether loss destruction or damage has occurred which is indemnifiable under this policy the company will pay the Insured an interim settlement up to a specific % of any claim the insured has submitted to Company (or their representatives

Limit: As specified in schedule for each and every loss.  Hire Purchase Or Lease Agreements / Properties Under Consignment, Care, Custody And Control Certain items of the property may be subject of hire purchase, lease or other agreements and the interest of the other parties to these agreements is noted in this insurance, inature and extent of such interest including other insurance to be disclosed in the event of loss, destruction or damage.  These may also include all real and personal property of every kind and description belonging to the insured or to others (including but not limited to goods under consignment held in trust or on lease or paid for awaiting delivery) for which the Insured may be held liable for loss or damage while in their care, custody or control.  Limit — As specified in schedule for each and every loss.  Shutdown / Startup Costs On the occurrence of an event which leads to a damage or loss covered under Sections I or II, this Policy of Insurance covers actual loss sustained due to specified start-shut-down costs for power and utilities such as electricity, water, steam, gas as well as feedstock, fuels or combustibles to re-establish the plant in the operational state it we the time of the damage in a normal start-up procedure and subject to the subjinite intered in The Schedule.  Start-up costs will not be recoverable under normal or emergency shut down operations  Seventy Two Hours Clause Windstorm (Storm, Cyclone, Typhoon, Tempest, Hurricane and Tornado) Insurers shall not be liable for any losses occurring before the effective date and time of the Policy nor for any loss commencing after the expiration date and time of this Policy. However, The Insurer will be liable for any losses occurring before the effective date and time of the Policy bours after the expiration of this Policy, Each loss by windstorm shall coeficial and time of the Policy and the subject of th	Clause Code	Clause Description
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a. Loss or damage for which the repair company or maintenance company is contractually liable.  b. Any costs for standard adjustment, recitying functional features and maintenance of insured object unless necessary in connection with the repair of an insured loss.  c. Normal years and tear of media  d. Erroneous programming, perforsing, loading or prinning.  e. Consequential loss of any bind  Professimal Fees  The insurance by the protey shall include an amount in respect of Architect's surveyors' and consulting engineers and Legal and other fees necessarily incurred in reinstatement of the propeny insured consequent upon is destinated in the reinstatement of the propeny insured consequent upon is destinated in the reinstatement of the propeny insured consequent upon is destinated in the recommendation of the propeny insured consequent upon is destinated in the recommendation of the propeny insured in reinstatement of the propeny insured consequent upon is destinated in the recommendation of the propeny insured consequent upon is destinated in the recommendation of the propeny insured the propeny insured the recommendation of the propeny insured the propeny insured the recommendation of the propeny insured the propeny insured the propeny insured the recommendation of the propeny insured the		i. The loss of data, data media and records having been caused by damage covered under sections All Risk or Machinery Breakdown.
a. Loss or damage for which the repair company or maintenance company is contractually liable.  b. Any costs for standard adjustment, recritiving functional failures and maintenance of insured object unless necessary in connection with the repair of an insured loss.  c. Normal wear and tear of media  d. Erroneous programming, perforating, loading or printing.  e. Consequential loss of any kind  Professional Pees The insurance by the policy shall include an amount in respect of Acriticets' surveyors' and consulting engineers and Legal and other tees necessarily incurred in retreatment or the property neutral consequent upon its destruction or damage but not for preparing any claim.  Limit: As specified in schedule for each and every loss.  Hire Purchase Or Lease Agreements / Properties Under Consignment, Care, Custody And Control  Cotatin issue of the property may be subject of his purchase, lease or other agreements and the interest of the other parties to these agreements is noted in this insurance, nature and careful or such interest including pite insurance to the disconder in the court of loss, destruction or damage.  These may also include all heal and personal property of every kind and description belonging to the insured or to others including but not limited to goods under consignment held in trust or not lease or paid to resident goldwerf for excitch the insured may be held label for loss or damage while in their care, outsidy or control.  Limit – As specified in schedule for each and every loss.  Shulldown / Startup Costs  On the occurrence of an event which leasts to a damage or loss covered under Sections 1 or II, this Policy, or long the property for any loss commercing after the explication date and time of the policy provided that the tee time of the Policy proof for any loss commercing after the explication date and time of the policy and the label to a damage or loss covered under Sections 1 or II, this Policy, University and part in the operational state it we the time of the damage course pr		ii. Data/ software back-up being kept in fire proof safe.
b. Any costs for standard adjustment, rectifying functional failures and maintenance of insured object unless necessary in connection with the repair of an insured loss.  c. Normal wear and lear of media  d. Erroneous programming, perforating, loading or printing.  e. Consequential loss of any kind  Professional Fees  The insurance by the policy shall include an amount in respect of Architecta' surveyors' and consulting engineers and Lagal and other fees necessarily incurred in reinstatement of the property insured consequent upon its destruction or damage but not for preparing any claim.  Limit: As specified in schedule for each and every loss.  Hire Purchase Or Lease Agreements / Properties Under Consignment, Care, Custody And Control  Contain items of the property may be subject of the purchase, losse or orbits agreements and the interest of the other protects of the expension of the insurance of the control of such inferents or loss of the property of every kind and description belonging to the insurance of the subject of the property of every kind and description belonging to the insurance of the control of the control of the insurance of the subject of the property of every kind and description belonging to the insurance of the control.  Limit: As specified in schedule for each and every loss.  Shutdown / Startup Costs  On the occurrence of an overst which lesists to a damage or loss covered under Sections I or II, this Pullcy of Insurance covers actual loss surstained due to specified distribution costs for power and utilizes such as electricity, water, stealing gas as well as desiduods, thesis or combustibles to re-establish the plant in the operational state is well since for the coverable under normal or emergency shut down operations  Serventy Two Hours Clause  Windows (Storm, Cycloss, Typhocon, Tempere, Hurricase and Tomato)  Windows (Storm, Cycloss, Typhocon, Tempere, Hurricase and Tomato)  Windows (Storm, Cycloss, Typhocon, Tempere, Hurricase and Tomato)  Windows (Storm, Cycloss, Typhocon, Tempere		iii. The following special exclusions shall apply:
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The insurance by the policy shall include an amount in respect of Architects' surveyors' and consulting engineers and Legal and other fees necessarily incurred in reinstatement of the property insured consequent upon its destruction or damage but not for preparing any claim.  Limit: As specified in schedule for each and every loss.  Hire Purchase Or Lease Agreements / Properties Under Consignment, Care, Custody And Control Certain items of the property may be subject of hire purchase, lease or other agreements and the interest of the other parties to these agreements is noted in this insurance, insure and extent of such interest including other insurance to be disclosed in the event of loss, deterior or damage.  These may also include all real and personal property of every kind and description belonging to the Insured or to others (including but not limited to goods under consignment held in trust or on leese or paid for awailing delivery) for which the Insured may be held flable for loss or damage while in their case, custody or control.  Limit - As specified in schedule for each and every loss.  Shutdown / Startup Costs  On the occurrence of an event which leads to a damage or loss covered under Sections I or II, this Policy of Insurance covers actual loss sustained due to specified start-shut-down costs for power and utilities such as electricity, water, steam, gas as well as feedsticols, tuels or combustibles to re-establish the plant in the operational state in the time of the damage in a normal startury procedure and subject to the sublimit entered in The Schedule.  Start-up costs will not be recoverable under normal or emergency shut down operations  Seventy Two Hours Clause  Windstorm (Storm, Cyclone, Typhoon, Tempest, Hurricane and Tornado) Insurers shall not be lable for any loss cocurring before the effective date and time of the Policy, provided may be a subject of the sublimited of the policy port for any loss commencing after the expiration date and tin this Policy, Each loss by windstorm shall o		e. Consequential loss of any kind
Hire Purchase Or Lease Agreements / Properties Under Consignment, Care, Custody And Control Certain items of the property may be subject of hire purchase, lease or other agreements and the interest of the other parties to these agreements is noted in this insurance, in nature and extent of such interest including other insurance to be disclosed in the event of loss, destruction or damage.  These may also include all real and personal property of every kind and description belonging to the Insured or to others (including but not limited to goods under consignment held in trust or on lease or paid for awaiting delivery) for which the Insured may be held liable for loss or damage while in their care, custody or control.  Limit – As specified in schedule for each and every loss.  Shutdown / Startup Costs On the occurrence of an event which leads to a damage or loss covered under Sections I or II, this Policy of Insurance covers actual loss sustained due to specified start-shut-down costs for power and utilities such as electricity, water, steam, gas as well as feedstook, fuels or combustibles to re-establish the plant in the operational state it we the time of the damage in a normal start-up procedure and subject to the sublimit entered in The Schedule.  Start-up costs will not be leaded to the subject to the sublimit entered in The Schedule.  Start-up costs will not be leaded to the subject to the sublimit entered in The Schedule.  Start-up costs will not be leaded to the subject to the sublimit entered in The Schedule.  Start-up costs will not be leaded to the subject to the sublimit entered in The Schedule.  Start-up costs will not be leaded to subject to the sublimit entered in The Schedule.  Start-up costs will not be leaded for any losses occurring before the effective date and time of the Policy nor for any loss commencing after the expiration date and time of the William of the Policy provided that the first windstorm damage occurs prior to the date and time of the Policy.  Each loss by windstorm shall cons		The insurance by the policy shall include an amount in respect of Architects' surveyors' and consulting engineers and Legal and other fees necessarily incurred in the
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Molten Material Spillage		Molten Material Spillage

Clause Code	Clause Description
	Temporary Removal of Stock
	Involuntary betterment/Obsolete parts
	Preparation of Lost records/ Valuable documents & records
	Agreed Bank clause It is hereby declared and agreed:-
	i.That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
	ii.That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder.
	N.B.: The Bank shall mean the first named financial institution/Bank named in the policy.
	iii. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
0001	iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
	v.That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazard not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and
	vi.It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.