

PGVCL

PASCHIM GUJARAT VIJ COMPANY LIMITED

Registered and Corporate Office, "Paschim Gujarat Vij Seva Sadan"

Off. Nana Maya Main Road, Laxminagar, Rajkot-360004.

CIN: U40102GJ2003SGC042908

Ph.: 0281-2380425, 2380427 Fax: 0281-2366078 Mail:aoexp2.pgvcl@gebmail.com

No. PGVCL/ Acctts/ 593

Date: -15.03.2024

Circular:

Sub.: Public Liability Insurance Policy (Non-Industrial) against loss of standing crop &/or Harvested Crop lying in the field due to Electrical Accident

Ref. :Public Liability Insurance Policy (Non Industrial) by the The New India Assurance Co. Ltd. (Policy No. 21130336230700000001)

In line of discussion and decision taken in the State Advisory Committee meetings, to facilitate proper and fair compensation on account of loss of standing crop &/or harvested crop lying in the field due to electrical line faults and accidents without making a matter of litigation, Paschim Gujarat Vij Company had taken insurance policy for the period from 14.03.2024 to 13.03.2025 midnight. The details are as under;

- | | |
|----------------------------------|--|
| 1. Name of Insurance Company | : The New India Assurance Co. Ltd. |
| 2. Insured Coverage | : Loss of standing crop & /or Harvested crop lying in the field (But not the stacked Crop) due to electrical accident such as breakdown of supply wire, short circuits, power fluctuation, sudden surge etc. |
| 3. Coverage Area | : Geographic Jurisdiction of PGVCL |
| 4. Policy Period | : One Year (14.03.2024 to 13.03.2025 midnight) |
| 5. Premium Amount | : Rs. 60,60,000/- + GST Rs. 10,90,800/- = 71,50,800/- |
| 6. Sum Assured | : Rs. 80,00,000/- |
| 7. Maximum Coverage/Incident | : Rs. 3,00,000/- |
| 8. Applicable Excess (Deduction) | : 5% of assessed claim amount subject to minimum of Rs. 1,000/- |

The terms, conditions & applicable claim procedure are enclosed herewith. However, summarized terms & conditions and procedure are mentioned as per policy document.


Any claim for compensation to be claimed from Insurance Company would be valid w.e.f 14.03.2024 as policy is in force from 14.03.2024.

All the field offices are directed to intimate any such crop loss occurrence on account of electrical accident (as prescribed), register the compensation claim with The New India Assurance Co. Ltd. and follow further procedure for payment of compensation to the farmer as per policy provisions.

Correspondence detail for Insurance Company is as under;

The New India Assurance Co. Ltd.
Porbandar Branch Office (211303)
Opp. Dilip Cricket Ground
Nr. LIC Office, M. G. Road,
Porbandar - 360575

Contact Person: Shri Paras Patar, Sr. Business Development Manager
Phone : Office 0286- 2245446, 0286 - 2214384
e-Mail : nia.211303@newindia.co.in, paras.patar@newindia.co.in


General Manager (F&A)
Corporate Office
PGVCL, Rajkot

Encl.: Copy of Policy & Undertaking

cfwc to;

1. The Secretary, GERC, 6th floor,, GIFT ONE, Road- 5 C, Zone 5, GIFT CITY, Gandhinagar-382355
2. The Chief Electrical Inspector, Block-18, 6th Floor, Udhyog Bhavan, Sec-11, Gandhinagar.
3. The Chief Engineer (Tech), GUVNL, Baroda.
4. The Chief Engineer, MGVCL, DGVCL, UGVCL : Vadodara/Surat/Mehsana
5. The New India Assurance Co. Ltd., Porbandar Branch Office (211303) , Opp. Dilip Cricket Ground, Nr. LIC Office, M. G. Road, Porbandar - 360575
6. The Director of Insurance, Vima & Lekha Bhavan, Block No. 17/3, Dr. Jivraj Mehta Bhavan, Sector-10B, Gandhinagar
7. Shri President, Rajkot Engineering Industries Association, Bhaktinagar Industrial Estate, Rajkot.
8. Shri Presindent, Bhartiya Kisan Sanghh, Balram Mandir Parisar, Sector-12, Gandhinagar.
9. Shri president, Gujarat Chamber of Commerce, Gujarat Chamber Building. Near Natraj Cinema, Ashram Road, Ahmedabad.

C.f.w.c. / Copy to;

1. PA to MD, PGVCL, Corporate Office, Rajkot.
2. The Chief Engineer (Tech/Mat./Project), PGVCL, Corporate Office, Rajkot.
3. The Chief Engineer, Zonal Office, PGVCL, Bhavnagar.
4. All HOD, PGVCL, Corporate Office, Rajkot.
5. The Superintending Engineer, PGVCL, Circle Office, _____
6. The Executive Engineer, PGVCL, Division Office, _____



PASCHIM GUJARAT VIJ COMPANY LIMITED

Registered and Corporate Office, "Paschim Gujarat Vij Seva Sadan"

Off. Nana Mava Main Road, Laxminagar, Rajkot-360004.

CIN: U40102GJ2003SGC042908

Ph.: 0281-2380425, 2380427 Fax: 0281-2366078 Mail: aorev2.pgvcl@gebmail.com

ANNEXURE - A

Claim procedure for loss of Standing Crop &/or Harvested crop lying in the field due to electrical accident

1. On occurrence of loss of standing crop &/or Harvested Crop lying in the field due to electric accident, victimized farmer or his representative shall have to intimate in writing with copy of 7/12 Utara to Deputy Engineer of Sub Division of his area within 24 hrs of occurrence of incidence mentioning probable amount of loss.
2. Deputy Engineer/Jr.Engineer of Sub Division shall have to visit the site, to prepare panchnama/ Rojkam & to collect full details regarding incidence along with probable amount of loss of standing crop &/or Harvested Crop lying in the field and then to communicate to respective The New India Assurance Co. Ltd., Electrical Inspector by email/fax or other mode of communication as well as by phone to register the claim.
3. Deputy Engineer/Jr.Engineer of Sub division shall have to arrange combined visit with insurance surveyor / representative of insurance company & representative of Electrical Inspector or a representative of Division of PGMVCL in the absence of representative of Electrical Inspector as assessing members of the committee, inspect the site of occurrence & arrive at quantity of loss of the crop on their observations of near by similar undamaged crop and accordingly shall arrive at loss in amount on bases of nearest APMC declared price on the day of occurrence. Preferably, the procedure shall be witnessed by renowned local representative of village or area.
4. The payable amount will be 80% of the loss amount in respect of standing crop & 90% of the loss amount in respect of Harvested Crop lying in the field as arrived by Committee's report subject to deduction of excess amount as per terms & conditions.
5. The beneficiary farmer i.e. original farmer (owner) or tenant farmer (if certified by original farmer/owner) shall submit an undertaking in writing for accepting payment as full & final payment and in future, shall not file any suit/complaint before any court or forum for further any compensation on account of the incidence & same shall be submitted to Deputy Engineer of concern subdivision. (Draft for undertaking is attached herewith for ready reference)
6. Deputy Engineer/Jr.Engineer of subdivision shall forward the claim proposal to The New India Assurance Co. Ltd. under intimation to Division Office with required documents as under:

- Claim intimation of farmer & subsequent information collected by Deputy Engineer/Jr.Engineer.
 - Deputy Engineer/Jr.Engineer' Preliminary report.
 - Ownership Proof from claimant farmer i.e. revenue record of 7/12 record or pedhinama (if required) or other documents proving the authenticity of ownership is must for approving the claim.
 - Local Panchanama of the incidence of the loss to Farmer's Crop.
 - Assessing Committee's Assessment Report duly signed by the committee members
 - Bank details of ECS of the victim farmer for making direct payment to his account and NOC of other co-owners if any in 7/12 record.
 - Consent letter of victim farmer for acceptance of payment as prescribed.
7. On receipt of all the relevant papers, claim will be settled by insurance company directly in favor of victimized farmers (or the tenant farmer as certified by original farmer/owner) and payable compensation amount will be paid directly to the farmer concerned within 30 days based on above 3 members assessing committee report without making any legal formality. However, insurance company may get the claim investigated by an independent insurance investigator if required.
8. Concern Division office has to make follow up with subdivision office as well as insurance company (if required), keep records for such cases & compensation paid there of as like accident cases and report accordingly to circle office & in turn circle office will submit consolidated report to corporate office.

This is general guide line for following the procedure for claims against standing crop &/or harvested crop lying in the field loss due to electrical line & accidents. However, in case of any dispute, terms & conditions stated with policy (as enclosed herewith) will be considered final for settlement of such claims.



General Manager (F&A)
Corporate Office
PGVCL, Rajkot



POLICY SCHEDULE FOR PUBLIC LIABILITY (Non-Industrial Risks) INSURANCE

UIN NUMBER - IRDAN190P0079100001

CONSOLIDATED STAMP DUTY
IS PAID BY AHMEDABAD
REGIONAL OFFICE (210000)

Insured's Name	PASHCHIM GUJARAT VIJ COMPANY LIMITED		
Insureds Details		Issuing Office Details	
Customer ID	POB3144168	Office Code	PORBANDAR (211303)
Address	PASCHIM GUJARAT VIJ SEVA SADAN, OFF NANA MAVI MAIN ROAD, LAXMI NAGAR RAJKOT RAJKOT, GUJARAT, 360001	Address	OPP. DILIP CRICKET GROUND, NEAR L.I.C. OFFICE, M.G. ROAD, .360575
Phone No		Phone No	02862245446
E-mail/Fax	coa.pgvl@gebmail.com, gmfa.pgvl@gebmail.com /	E-mail/Fax	nia.211303@newindia.co.in / 02862214384
PAN No	AADCP1453C	S.Tax Regn. No	AAACN4165CST178
GSTIN/UIN	24AADCP1453C1ZZ / NA	GSTIN	24AAACN4165C2ZW
		SAC	997139 (Other non-life insurance services excl RI)

Policy Details			
Policy Number	21130336230700000001	Business Source Code	
Period of Insurance	From: 14/03/2024 12:00:01 AM To: 13/03/2025 11:59:59 PM	Dev.Off. level/Broker/Corp. Agent/Web Aggregator/CPSC User	DIRECT BUSINESS - (1D6342322)
Date of Proposal	14-Mar-24	Agent/Bancassurance/S pecified Person	
Prev. Policy no.		Phone No	NA / NA
Client Type	Corporate	E-mail/Fax	/ /

Premium(₹)	GST(₹)	Total(₹)	Total:(₹ In words)	Receipt No. & Date
6,060,000	1,090,800	71,50,800	RUPEES SEVENTY-ONE LAC FIFTY THOUSAND EIGHT HUNDRED ONLY	2113038123000000558 3 - 13/03/24

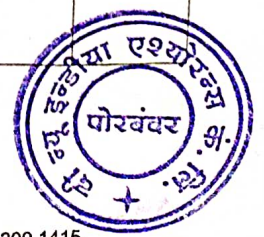
Details of risk covered under current year policy:

Retroactive Date	Jurisdiction	Territory	AOA	AOA:AOY	AOY	Deductible Type (Amount/Percentage/Amount & Percentage)	India	Worldwide excluding USA & Canada	Worldwide including USA & Canada
14/03/2024	India	India	2000000	1:4	8000000	AMT	1000	0	0

Retroactive Dates

Retroactive Date Details	Date	Jurisdiction	Territory	AOA	AOA:AOY	AOY	Deductible Type (Amount/Percentage/Amount & Percentage)	India	Worldwide excluding USA & Canada	Worldwide including USA & Canada

Inward
Dt. 15 MAR 2024
P.G.V.C.L.
Corporate Office, Rajkot.



Signature Not Verified
Digitally signed by DHIRA KUMAR
Date: 2024.03.13 17:42:05 IST

CCAE
15/3
RRR
1153



Retroactive Date Details	Date	Jurisdiction	Territory	AOA	AOA:AOY	AOY	Deductible Type (Amount/Percentage /Amount & Percentage)	India	Worldwide excluding USA & Canada	Worldwide including USA & Canada
RETROACTIVE DATE 1	14/03/2024	India	India	2000000	1:4	8000000	Amount	1000	0	0

RETRO-DATE IS SUBJECT TO LESSER OF LIMITS - NARROWER OF COVER.

Coinsurance Details :

Sl.No.	Coinsurance Type	Company	Office Code	% Share	Premium Share
1	Outgoing	NEW INDIA ASSURANCE CO. LTD.	PORBANDAR	75	4545000
2	Outgoing	GUJARAT GOVERNMENT INSURANCE FUND	GUJRAT	25	1515000

Type of Construction	OTHERS
Number of Units	234
Class of Construction	Class I
Voluntary Excess	0

Extensions under the Policy

Name of the Extension	Sub Limit of the Extension	Deductibles of the Extension
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Special Conditions	AOA: 03 LACS Subject to maximum of 09 Lacs per day AOY: 80 Lacs PGVCL PUBLIC LIABILITY AGAINST LOSS OF STANDING CROP &/OR HARVESTED CROP LYING IN THE FIELD(BUT NOT THE STACKED CROP) DUE TO ELECTRICAL LINE FAULTS, ETC & ACCIDENTS ONLY DUE TO PGVCL'S LINE & IN THE AREA OF PGVCL JURISDICTION
Special Exclusions	NA
Special Excess/Deductible	NA

This Policy shall be subject to PUBLIC LIABILITY (Non-Industrial Risks) INSURANCE policy clauses attached herewith

Clauses	Description
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Premium and GST Details

	Rate of Tax	Amount in INR
Premium		₹ 60,60,000
SGST	9	545400
CGST	9	545400
IGST	0	0

In witness whereof the undersigned being duly authorised by the Insurers and on behalf of the Insurers has (have) hereunder set his (their) hand(s) on this 13th day of March, 2024.



For and on behalf of

THE NEW INDIA ASSURANCE CO. LTD.
(Government of India Undertaking)



Date of Issue: 13/03/2024

New India Assurance Company Limited



Duly Constituted Attorney(s)

Stamp Duty under the Policy is ₹1/-.

Mudrank _____ Dt. _____ consolidated Stamp Fees Paid by Pay Order Number _____ vide receipt number _____ dt. _____.

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.

Tax Invoice No : 21130323P0008161

IRDA Registration Number: 190
NIA PAN NUMBER: AAACN4165C

वि. नू. इन्डिया एश्योरन्स कंपनी लिमिटेड
The New India Assurance Co.



दि न्यू इंडिया एश्योरंस कंपनी लिमिटेड

THE NEW INDIA ASSURANCE COMPANY LTD.

PBR Branch (211303), Opp: Dilip Cricket Ground, Near LIC Office, M.G. Road.,
Porbandar - 360525

Phone: 0286 2245446, 2214384

Email: nia.211303@newindia.co.in

TERMS AND CONDITIONS FORMING PART OF PUBLIC LIABILITY POLICY (NON INDUSTRIAL)- FOR PGVCL RAJKOT , AGAINST ACCIDENTAL LOSS OF STANDING &/OR HARVESTED CROPS IN THE FIELD.

The policy shall cover the accidental fire loss to the standing crops &/or harvested crop lying in the field of the farmers due to electrical accidents arising out of overhead running electrical lines in the geographical jurisdiction of the power distribution company, Paschim Gujarat Vij Company Ltd(PGVCL) and shall not cover loss of **Stacked crops, Stacked Grass & Stacked Hay** or any other property lying stored below/beside under the electric line. **The Electrical accidents such as Break down of supply wire, Short Circuit, Power fluctuation, Sudden Surge and other alike accident shall be considered as insured peril. In case of any dispute regards to cause of accident of electrical faults the decision and certificate of electrical inspector, Govt of Gujarat or their representative, will hold good for all the stakeholders.** The common Terminology of fire shall not be applicable but it will include the Fire Only, to the standing Crop &/or harvested crop lying in the field of the farmers, solely due to Electrical Faults in the distribution of the Electrical Power by PGVCL.

Claim Procedure : These claims will be handled on the Claim lodged basis and indemnity will be on claim made basis. Total Applicable Excess in the policy will be 5% of Assessed loss amount or minimum Rs.1000/- per claim. The Claim will be settled by the insurance company directly in favor of the victimized farmers(including the tenant farmers as certified by original farmer/owner) on satisfactory completion of the following procedure as given below, without making it matter of litigation subject to all paper are submitted as described below:

The claim will be intimated along with a copy of 7/12 Utara by affected Farmers of His/hers representative in writing to Deputy Engineer of the sub Division of the area with in 24 hours of loss to the crop due to Electrical faults. Mentioning the probable amount of loss. (Convincing delay in intimation through PGVCL can be considered but should be within Five Days of the Incidence)

The Deputy Engineer will communicate to Divisional Office of PGVCL. The insurance company and Electrical Inspector concern by Email, phone or other modes of communication for registration of claim and arranging for combined visit of assessing committee giving full details of the incidence and probable amount of loss.

A joint assessing committee of insurance surveyor of insurance company's Representative. The Deputy Engineer and or junior engineer of the sub division of PGVCL and representative of Electrical Inspector's office of Gujarat govt. or A representative of Division PGVCL in absence of representative of electrical inspector's office of Gujarat Government shall inspect the site of damage and shall arrive at quantity of the loss of the crop on their observation of nearby similar undamaged crops.

The amount of loss for the assessed quantity shall be arrived on the basis of the nearest APMC declared price on the day of loss of the burnt crop. The Payable amount will be arrived at the rate of 80% of loss assessed in case of standing crop & 90% of loss assessed in case of harvested crop lying in the field less recoverable salvage if any.

The final payable loss will be arrived after applying the excess clause as described earlier para.

The payable compensation without any legal formalities will be paid directly to the victimized farmers within 30 days based on the above 3 members assessing committee



report and receipt of all other relevant papers.

The beneficiary is required to give an undertaking in writing for accepting the payment as full and final payment and shall not file any suit/complaint before the court or any other forum for any compensation in future for loss being paid.

Insurance company reserves the right to get claim investigated by an independent insurance investigator if deem fit.

Documents required to settle the out of court claim will constitute:

- Claim intimations of Farmers and Subsequent information from concern DE to the insurance company.
- DE's/JE's preliminary report
- Ownership proof of claimant farmer –Revenue Record of 7/12 record or Pedhinama or other documents proving the authenticity of ownership is must for approving if the claim.
- Local Panchnama of the incidence of the loss to farmer's crop.
- Assessing committee's assessment report duly signed by the committee members.
- Bank details of ECS of victim farmers for making direct payment to his account and NOC of the co-owner if any 7/12 record.
- Consent letter of the victim farmers for the acceptance of payment as prescribed.

The insurance company shall not pay any fees or reimbursement any expenses to any committee member or officials of insured. The insurance Surveyor will be paid the fees as per Fire Schedule of the company if professional surveyor is engaged by the Insurance Company.

Legal jurisdiction shall be PGVCL area of Gujarat state and insurance company shall defend the insured in the court of law. If any farmer prefers to claim through court.

The insurance company reserve its right to cancel the policy by giving notice of 15 days.

The liability of the company for any one accident shall not exceed Rs.3,00,000/- and Rs.80,00,000/- in aggregate during the entire policy period.

In case of any dispute or any interpretation required other regular terms and condition of any insurance contract shall apply to both the parties to this contract.



New India Assurance Co. Ltd.



COLLECTION RECEIPT CUM ADJUSTMENT VOUCHER

Issuing Office : PORBANDAR (211303)
Address : OPP. DILIP CRICKET GROUND, NEAR L.I.C. OFFICE, M.G. ROAD,
.360575
PORBANDAR
Insured Pan Number : AADCP1453C
Phone : 02862245446
Email : nia.211303@newindia.co.in
Fax : 02862214384
Collection Number : 21130381230000005583
Collection Date : 13/03/2024
Business Source Code : 1D6342322
PAN No of Payer : AADCP1453C

Received with thanks from PASHCHIM GUJARAT VIJ COMPANY LIMITED.

The amount received/Adjusted is towards -

Policy No.	A/C Description	Amount ₹	A/C Code	Sub A/C Code
21130336230700000001	Bank-211303	7150800.00	9100.211303	BA00006310-211303-9100

Total = ₹ 7150800.00

Your Payment/Adjustment Details are as under -

Mode	Amount ₹	Cheque No.	Cheque Date	Drawee Bank	Drawee Branch	Reference No.	Scroll/BG/A PD Balance
RTGS	7150800.00	498417	13-MAR-24	STATE BANK OF INDIA	MUMBAI	2113032310015281	N.A.

Total = ₹ 7150800.00

Utilization details of the Collected Amount :

Premium	GST	Stamp Duty	Excess Amount
6060000.00	1090800.00	0.00	0
Sl no.	Agency Code	Agency Name	Department Code
1	NA	NA	36

For The New India Assurance Company Limited
Revenue Stamp



Date of Issue: 13/03/2024

Cashier's Initial

Authorized Signatory

Note -

1. Please note the Policy Number, Collection Number and date in all future correspondence.
2. NIA shall not be liable for any claim arising out of sales made during the period between the due date and date of payment of the installment if the premium paid has been exhausted by turnover declarations/if there is insufficient premium balance.

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.

Tax Invoice No : 21130323P0008161

IRDA Registration Number: 190
NIA PAN NUMBER: AAACN4165C

Signature Not Verified
Digitally signed by DHIRAJ KUMAR
Date: 2024.03.13 17:42:05 +05'30'

Policy No. : 21130336230700000001 Document generated by 34104 at 13/03/2024 17:42:05 Hours.

Regd. & Head Office: New India Assurance Bldg., 87 M.G. Road, Fort, Mumbai - 400 001. TOLL FREE No. 1 800 209 1415.

બાંહેધરી પત્ર

પ્રતિશ્રી,
નાયબ ઈજનેર
પશ્ચિમ ગુજરાત વિજ કંપની લી.
.....પેટા વિભાગીય કચેરી,
.....

વિષય :- વીજ અકસ્માતના કારણે ઉભા પાક / લણણી કરેલ જમીન પર પડેલ પાકને થયેલ નુકશાન અંગે વળતર સ્વીકારવા બાંહેધરી આપવા બાબત.
સંદર્ભ:- તા. ની મારી/મારા પ્રતિનિધિની લેખિત અરજી.

ઉપરોક્ત વિષય અનુસંધાને, હું નીચે સહી કરનાર
.....ઉ.વર્ષ રહેવાસી:
..... તાલુકો લેખિત બાંહેધરી આપી જણાવું છું કે, મોજે
ગામ : તાલુકો ના સર્વે
નં..... માં મેના પાકનું વાવેતર કરેલ હતું. સદર
ઉભો પાક અને / અથવા લણણી કરેલ જમીન પર પડેલ પાક_તા. ના રોજ બનેલ
..... બનાવથી બળી ગયેલ છે. જેના કારણે મને અંદાજીત
રુ..... નું નુકશાન ગયેલ છે. જે અંગે મે ઉપરોક્ત સંદર્ભથી જાણ કરેલ છે અને તેના અનુસંધાને આપના
દ્વારા તપાસ કરવામાં આવેલ છે.

સદર ઉભા પાકના નુકશાની પેટે પશ્ચિમ ગુજરાત વિજ કંપની લી. દ્વારા લેવામાં આવેલ વિમા પોલીસી મુજબ મને જે વળતર મળે તે સ્વીકારવા સંમત છું અને સદર વળતર સિવાય ભવિષ્યમાં હું કોર્ટ કે અન્ય કોઈ ફોરમમાં વળતર બાબતની ફરીયાદ કે દાવો કરીશ નહી તેવી લેખિત બાંહેધરી આપું છું.

આપનો વિશ્વાસુ,

(.....)