

IFFCO - TOKIO GENERAL INSURANCE CO. LTD

Regd. Office: IFFCO SADAN,C1 Distt Centre,Saket,New Delhi- 110017

Public Liability Act - Policy Schedule

Cum Tax Invoice

ORIGINAL FOR RECIPIENT

GST Applicable



Servicing Office:

IFFCO TOKIO General Insurance Co. Ltd.

IFFCO BHAWAN, 128, Habibullah Road,

T Nagar, Chennai 600 017.

Ph:044 49012830/829, Fax-044 49012823.

State Code: 33 , GSTIN: 33AAACI7573H1ZJ

General Insurance Services : 9971

Proposer:	EID PARRY (INDIA) LTD			Unique Invoice No.....	: 41052078
Address:	DARE HOUSE 3RD FLOOR 234, NSC BOSE ROAD			Policy No.....	: 41052078
	CHENNAI PIN 600 001			Date of Issuance.....	20/04/2020
	CHENNAI(M.CORP) TAMIL NADU 600001			Policy effective from 0001 hrs	18/04/2020
State Code:	33	Country Name:	India	GSTIN:	33AAACE0702C1ZO
Phone Number:	044 5340251	Agent No.	98001156	To MidNight	17/04/2021

Nature of Business	Manufacturer of Sugar & Nutraceuticals - Co-
	Generation of Power, distillery and allied

Exposure	Limit of Indemnity (Rs.)
AOA	50000000
AOY	150000000
Annual Turnover (Rs.)	25000000000
Territorial Limits	India
Jurisdiction	India
Deductible (Rs.)	Nil
Retro Active Date	
Environment Relief Fund	20000.00

Co-Insurance Details

Name	Type	%

Additional Details

Risk Location:India Only
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Premium :
INR 20,000 + GST @ 18% : INR 3,600 + ERF INR 20,000 =
Total INR 43,600

	Taxable Value	CGST	SGST/UTGST	IGST	CESS
Rate		9.00	9.00	0.00	0.00
Amount	₹20000.00	₹1800.00	₹1800.00	₹0.00	₹0.00
Total Tax		₹3600.0	Total Value		₹23600.0

Exclusion: Losses or damages caused directly or indirectly due to any infectious or contagious disease, pandemic /epidemics as declared by WHO and / or Government of India will be an exclusion under this policy.

Attaching to and forming part of Policy Number 41052078

'Show Signature Properties'-->Click on 'Show signer's Certificate'-->Go to Tab 'Trust'-->Click on 'Add to Trusted Certificates'-->Click on 'OK'-->Click on 'Close'

The Coverage is as per attached Policy Wording/Endorsements/Clauses attached. Please go through your Policy and in case of any discrepancy, please inform us.
In case of cheque dishonour, policy stands cancelled ab-initio.

Corporate Identity No (CIN) U74899DL2000PLC107621

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

Policy Issuing Office: Delhi

Consolidated Stamp Duty deposited as per the order of Government of National Capital Territory
of Delhi

Public Liability Act Insurance Policy Wording

1. OPERATIVE CLAUSE

Whereas the Insured Owner, named in the Schedule hereto and carrying on business described in the said Schedule, has applied to IFFCO-TOKIO General Insurance Co. Ltd. (hereinafter called the Company) for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium and statutory contribution towards the Environment Relief Fund as per the provisions of the Public Liability Insurance Act and the rules framed thereunder.

NOW THIS POLICY WITNESSETH that subject to the terms, exceptions and conditions contained herein or endorsed hereon, the company will indemnify the insured owner against the statutory liability arising out of accidents occurring during the currency of the policy due to handling hazardous substances as provided for in the said act and the rules framed thereunder.

2. DEFINITIONS

- a) "Act" unless otherwise specifically mentioned shall mean the Public Liability Insurance Act, 1991.
- b) "Accident" means an accident involving a fortuitous or sudden or unintentional occurrence while handling any hazardous substance resulting in continuous, intermittent or repeated exposure to death of, or injury to any person or damage to any property but does not include an accident by reason only of war or radio-activity.
- c) "Handling" in relation to any hazardous substance, means the manufacture, processing, treatment, package, storage, transportation by vehicle, use, collection, destruction, conversion, offering for sale, transfer or the like of such hazardous substance.
- d) "Hazardous Substance" means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act, 1986, and exceeding such quantity as may be specified, by notification, by the Central Government.
- e) "Owner" means a person who owns, or has control over handling any hazardous substance at the time of accident and includes:-
- (i) in the case of a firm, any of its partners;
- (ii) in the case of an association, any of its members, and
- (iii) in the case of a company, any of its directors, managers, secretaries or other officers who is directly in-charge of and is responsible to the company for the conduct of the business of the company.
- (f) "Turnover" shall mean â€
- li) Manufacturing units â€ Annual Gross Sales including all levies and taxes.
- ii) Godown/warehouse owners â€ Annual rental receipts.
- iii) Transport Operators â€ Annual freight receipts
- iv) Others â€ Annual gross receipts

3. EXCLUSIONS

This Policy does not cover liability:

- (1) arising out of willful or intentional non-compliance of any Statutory Provisions.
- (2) in respect of fines, penalties, punitive and/or exemplary damages.
- (3) arising under any other legislation except in so far as is provided for in Section 8 Sub-Section (1) and (2) of the Act.
- (4) arising out of damage to property owned, leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured's control, care or custody.
- (5) directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (6) directly or indirectly caused by or contributed to by
- a) ionizing radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4. CONDITIONS

- (1) The Insured Owner shall give written notice to the Company as soon as reasonably practicable of any claim made against the Insured Owner or any specific event or circumstance that may give rise to a claim. The Insured shall immediately give to the Company copies of notice of application(s) forwarded by the Collector and all such additional information and or assistance that the Company may require.
- (2) No admission, offer, promise or payment shall be made or given by or on behalf of the Insured owner under this policy without the written consent of the Company.

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- (3)The Company shall not be liable for any claims for relief made after five years from the date of occurrence of the accident.
- (4)The Insured Owner shall keep record of annual turnover, and at the time of renewal of insurance declare such turnover and all other details as may be required by the Company. The Company shall at all reasonable times have full rights to call for and examine such records.
- (5)If at the time of happening of any accident, resulting in a claim under this policy, there be any other insurance covering the same liability, then the Company shall not be liable to pay or contributes more than its ratable proportion of such liability.
- (6)This Policy may be cancelled by the Insured Owner by giving 30 days notice in writing to the Company in which event the Company will retain premium at short period scale subject to there not having occurred an accident during the policy period which may give rise to a claim(s), failing which no refund of premium shall be allowable.
- (7)This Policy may also be cancelled by the Insurer by giving 30 days notice in writing to the Insured Owner in which event the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.
- (8)If the Company shall disclaim liability to the Insured Owner for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a competent court of law, then the claim for all practicable purposes shall be deemed to have been abandoned and shall not thereafter be recoverable hereunder or be made the subject matter of any suit.
- (9)The Company shall not be liable to make any payment in respect of any claim if such claim shall be in any manner fraudulent or supported by any person on behalf of the Insured and/or if the insurance has been continued in consequence of any material mis-statement or non-disclosure of any material information by or on behalf of the Insured. In such a case, if the Company pays any amount to the claimant due to any statutory provisions, such amount shall be recoverable from the Insured.
- (10)The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been assigned in the Act and the Rules framed thereunder or this Policy shall bear such specific meaning.
- (11)Any dispute regarding interpretation of the terms, conditions and exceptions of this Policy shall be determined in accordance with the law and practice of a court of competent jurisdiction within India.

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