

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

**Corporate Accounts Section,
Prakashgad, 1st floor, Anant Kanekar Marg,
Bandra (E), Mumbai 400 051
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No. MSEDCL/CAS/INSU/ FGI/2008-09/280

Date:10.12.2008.

C I R C U L A R

Sub:- Renewal of Insurance for the year 2009-10 (01.04.2009 to
31.03.2010) for

- I) Fidelity Guarantee Insurance in respect of-
 - a) Cashier, Asstt. Cashier.
 - b) Store Asstt /Jr. Store Asstt. & Store Supdt.
 - c) Bill Collectors.

II) Cash in Transit Insurance.

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I) Fidelity Guarantee Insurance

1. The Insurance policy in respect of the Fidelity Guarantee Insurance Risk, in respect of - (a) Cashier, Asstt. Cashier, (b) Stores Supdt., Stores Asstt., Jr. Stores Asstt. (c) Bill Collectors is to be renewed for the year 2009-10 with the Directorate of Insurance, Govt. of Maharashtra, Bandra (E), Mumbai- 400 051 for group Indemnities of (a) & (b) upto Rs. 2,00,000/- and for (c) Rs. 1,00,000/- respectively. According to the Fidelity Guarantee Insurance scheme, names of all the Cashiers, Asstt. Cashiers, Stores Supdt., Stores Asstts, Jr. Stores Asstts. Bill Collectors and also names of those employees whose work involves the risk associated with above categories in the opinion of the divisional officers are required to be intimated (in duplicate) to the Head Office, Corporate Accounts Section, Prakashgad, 1st floor, Anant Kanekar Marg, Bandra (E), Mumbai 400 051 latest by 15.3.2009, without fail for taking further necessary action in respect of Fidelity Guarantee Insurance for the year 2009-10, failing which the concerned circle

offices will be held responsible. The proposal for Fidelity Guarantee Insurance, if

applicable should be submitted to the Division Office first with soft copy, Division Office should submit the consolidated proposals to Circle Office with soft copy and Circle Office should submit the consolidated proposal to Corporate Office with soft copy and Corporate Office will submit the same to Govt. Insurance Fund after due scrutiny. **In no case proposals shall be submitted to the Directorate of Insurance, Govt. Insurance Fund directly. No need of information form for fidelity guarantee insurance as per Assistant Director of Insurance's letter No. AIF/1606/FG/XXXVIII/01/C dated :- 17.05.2006.**

2) Further field officers are requested to note that no information is necessary in respect of employees who were already covered under F.G. Insurance during the year 2008-09. They are requested to prepare only a list (in duplicate) of such employees who were covered during the year 2008-09 and whose F.G.I., is to be further continued for the year 2009-10. The list with clear heading "List of employees covered under F.G.I. 2008-2009" and to be continued for F.G.I. coverage for the year 2008-09 should be forwarded in the prescribed proforma (A) (enclosed herewith), to the concerned Circle only.

3) In respect of employees whose names are newly proposed under F.G.I. (i.e. names of such employees whose names were not proposed during the year 2008-2009) their information should be forwarded in annexure –I enclosed herewith to the concerned Circles.

4) In few cases, it has come to the notice, that the names of the employees were reported to Head Office very late. It has also come to notice that information submitted was incomplete. This should be avoided positively. It may be noted that whenever change of work of an employee, who is covered under Fidelity Guarantee Insurance for 2009-10 takes place, the name of substitute (if not already covered) if any, should be reported directly to the Directorate of Insurance, Govt. Of Maharashtra Griha Nirman Bhavan (MHADA) 264, 1st floor, opp. Kalanagar, Bandra (E), Mumbai 4000 51 by registered post under intimation to this office. In order to avoid the intimation of the substitute for a short duration when the regular employees is on leave, each concerned office is requested to send Insurance proposal for one additional employee of each category i.e. Stores Asstt./Cashier/Bill

Collector. Action may be taken accordingly, if not already taken. It may strictly be

ensured that the additional employee of each category so covered is only entrusted with the duty when the regular Stores Asstt./Cashier/Bill Collector is on leave. This will avoid to a large extent intimating to the Directorate of Insurance such changes for short durations.

II Cash-In-Transit

Each Circle/ Major Store office must also send a list of Divisions/ Billing Sub-Divisions/ units handling cash / stores functioning under it with details in form (C) / (D) enclosed herewith . Location Code may also be mentioned on the letters, Annexure (I) and forms invariably.

All Divisional offices and Stores Centres are requested to submit the required information as indicated in para I and II above, to the Circle Office and Major Stores respectively, by 1-3-2009. The Circle Offices and Major Stores are requested to consolidate the names and forward to the Dy. Manager (F&A), Corporate Accounts Section, Prakashgad, 1st floor, Anant Kanekar Marg, Bandra (E), Mumbai 400051, latest by 15.3.2009 for taking further necessary action.

All the concerned are requested to forward their proposals after due scrutiny (with a view to avoid further correspondence) for (I) fidelity Guarantee Insurance and (II) Cash in Transit Insurance to Corporate Office positively on or before 15.3.2009 alongwith list of offices/units etc., functioning under them as referred to at Sr. No. II above.

General Manager
(Corporate Account)

Encl:-

1. Information for Fidelity Guarantee - for new proposals. Annexure I
2. Form 'A' - List of employees covered under FGI to be continued.
3. Form 'C' - List of Divisions/ Sub-divisions/Stores Centres functioning under Circle.
4. Form 'D' - - List of Total No. of Offices under Circle and handling cash or Store or both.

To : All as per mailing list upto Divisional level.

PLEASE ENSURE THAT :

I) Location code is given invariably on every form.

I I) Forms & information's are to be filled in properly, neatly & correctly as per requirement of Head Office.

I I I) Scheduled dates are to be followed strictly.

IV) Proposals should be submitted to the Circle Office, and Circle will submit consolidated proposals for Circle as a whole to Head Office.

V) Proposal should be completed in all respect i.e. fill up from completely and correctly.

CONDITIONS

1. In the event of anything occurring which may rise to a claim under this Cover the Insured or his representative immediately give notice in writing to the Government Insurance Fund of its discovery with full particulars stating the number of this Cover, the name and the present address if known and occupation of the Employed concerned in such loss and shall forward to the Government Insurance Fund with in the period of seven days after demand such certificates statements and declaration in proof of the origin, nature and extent of the loss and generally all such information in support of the claim as the Government Insurance Fund shall reasonably require and unless this condition shall have been complied with both as to time and otherwise (time being the essence of contract) the insured shall not be entitled to claim under this Guarantee Cover in respect of such loss. Provided that the Government Fund shall not be called upon to pay more than one claim in respect of the acts or defaults of any one of the Employed and than only in respect of acts and defaults committed since the date of commencement of risk mentioned in the schedule hereto for such Employed. Provided always and it is hereby declared that the Government Insurance Fund shall not be liable for any act or default of such Employed done or omitted to be done after the discovery by the Insured of any act of forgery, embezzlement, larceny or fraudulent conversion on the part of such Employed. All sums payable under this Guarantee Cover shall carry interest and the Government Insurance Fund shall cease to be liable for any such sums unless claimed within one year after the same becomes due.

2. The Government Insurance Fund shall not be liable :

(a) If any suppression or misstatement of any fact affecting the risk of the Fund be made at the time of effecting this Policy or subsequently ; or

(b) If the precautions and checks for securing accuracy of accounts and limiting the amount of monies received by or entrusted to the Employee at any one time shall not be duly observed and put in practice on the part of the insured in accordance with the said written statement or statement ; or

(c) If there be any change in the circumstances and conditions of the said employment without in every case the consent or the sanction of the Fund signified by endorsement hereon.

3. If required by the Government Insurance Fund such persons as may be authorized for the purpose by the Government Insurance Fund shall in case of any loss to the insured be admitted at all reasonable times to examine into the circumstances of such loss and the Insured shall on being required so far as they relate to such claim or will in anyway enable the Government Insurance Fund under this Guarantee Cover.

4. The Government Insurance Fund may cancel this Guarantee Cover by sending seven days' notice by registered letter to the Insured at his last known address and in such event

will return to the Insured the premium less the prorated portion thereof for the period the Cover has been enforce or the Cover may be cancelled at any time by the insured shall be entitled to a return of the premium after deduction there from of such amount as may be due, at the Government Insurance Fund's Short Period Rates, for the time the Cover has been in force.

5. The Fund may not be bound to accept any renewal premium nor to give notice that renewal is due. Every renewal premium which shall be paid and accepted in respect of this Guarantee Cover shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration hereinbefore mentioned and that nothing is known to the Insured calculated to effect the risk of Government Insurance Fund under the Guarantee hereby given.

6. The Insured shall if and when required by the Government Insurance Fund but at the expense of the Government Insurance Fund use all diligence in prosecution any of the Employed to conviction for any act which such Employed shall have committed and in consequence of which a claim shall have been made under this Guarantee Cover and shall at the Government Insurance Fund expense give all information and assistance to enable the Government Insurance Fund to sue for and obtain reimbursement by any such Employed by reason of whose acts or defaults a claim has been made or by the estate of such Employed of any moneys which the Fund shall have become liable to pay in respect thereof.

7. If the Insured is or shall hereafter be guaranteed by any other person, society or companies or hold other security against such loss as is hereby guaranteed against the Government Insurance Fund shall only be liable to bear the loss rateably with such person, society or company securities.

8. Provided also that an amount equal to any salary or commission which but the acts of defaults on which the claim shall be founded would have become payable by the Insured to the Employed in respect of whom a claim is made hereunder or any other money which shall be due to such Employed from the Insured shall be deducted from the amount payable under this Cover and that all moneys ; estate and effects of such Employed in the hands of or received or possessed by the Insured and all sums which may be or may prior to the settlement of the claim become due from the Insured to the Employed and also all moneys or effects which shall come into the possession or power or the Insured for or on account of such Employed after discovery of any act on the part of such Employed in respect of which any claim shall be made on this Guarantee Cover shall be applied by the Insured in and towards making good the amount of his claim under this Guarantee Cover in priority to any other claim of the Insured upon such moneys, estate or effects.

9. Any of the circumstances in relation to these conditions coming to the knowledge of any Officer of Government of the authorities in writing by the insured shall not be noticed to or be held to bind or prejudicially effect the Government Insurance Fund notwithstanding the subsequent acceptance of any premium.

10. For the purpose of identifying the Employed in all cases of change of residence or occupation or change of name whether by marriage or other wise due notice thereof in writing shall be given by the Insured to the Government Insurance Fund.

11. The Government Insurance Fund shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to any Contract of Insurance but the receipt of the Insured or his legal personal representatives shall in all cases be an effectual discharge to the Government Insurance Fund.

12. Any disagreement arising between the Directorate of Insurance and the Insured (including disagreement regarding the estimated value of the loss or damage or regarding the interpretation of any Rule or Condition) shall be referred to Government for order.

13. If the Government Insurance Fund shall dis-claim liability to the Insured for any claim hereunder or if there be any disagreement or dispute regarding the amount of liability and such claim shall not within twelve calendar months from the date of such disclaimer or dispute have been referred to Government for orders under the provisions herein contained to Clause 11 above and no notice of action have been received by the Government Insurance Fund from the insured within the said period of twelve calendar months then he claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Bansode/4/renewal of insu. Circular/