



IFFCO-TOKIO GENERAL INSURANCE CO. LTD

Regd. Office: IFFCO Sadan, C-1, Distt. Centre, Saket, New Delhi-110017

SURETY INSURANCE FOR RECRUITING AGENT

UIN: IRDAN106RP0007V01202324

Policy Wording

PREAMBLE

This **Surety Insurance** is evidence of the Contract between **Surety Debtor** and **Surety Insurer**. The proposal along with any written statement(s), declaration(s) of **Yours** for purpose of this **Surety Insurance** forms part of this contract.

In consideration of premium payment made by **Surety Debtor**, for surety period as specified in the **Schedule**, or for any subsequent period for which **we** have agreed in writing, **We** shall undertake the guarantee of **Your** specified obligations as per the Emigration Act, 1983, Rules & Circulars issued by Ministry of External Affairs (**MEA**), Govt of India.

The indemnification under this insurance shall be subject to provisions, conditions, pre-requisite and conditions as specified in this policy document.

Any word or expression to which a specific meaning has been stated in any part of this **Surety Insurance Policy** shall bear such meaning wherever it may appear.

DEFINITION OF WORDS

- Proposal**
It means any signed proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to **Us** by **You** or on **Your** behalf.
- Surety Insurance/Policy**
It means the **Surety Insurance** Booklet, the Schedule and any applicable endorsements. **Your Surety Insurance** contains the details of the extent of the cover available to **You**, what is excluded from the cover and the conditions, warranties on which the **Surety Insurance** is issued.
- Schedule**
It means the schedule issued by **Us** as part of **Your Surety Insurance**. It provides details of **Your Surety Insurance** and the period of cover **You** have against the liabilities described.
- Bond Value**
It means the total monetary amount of **Our** liability during the **Surety Insurance** period. **Our** total liability to pay **Compensation** shall not exceed **Bond Value** irrespective of the number of persons or entities named as Insured(s) in the Schedule or added by endorsement.

5. **Emigrant**
It means any citizen of India who intends to emigrate, or emigrates, or has emigrated but does not include-
(i) a dependent of an emigrant, whether such dependent accompanies that emigrant, or departs subsequently for the purpose of joining that emigrant in the country to which that emigrant has lawfully emigrated;
(ii) any person who has resided outside India at any time after attaining the age of eighteen years, for not less than three years or the spouse or child of such person.
6. **MEA**
It means Ministry of External Affairs, Government of India further referred to as MEA. Wherever MEA is mentioned, it may also include any other Authority permitted by the Government of India for the matters relating to the protection of emigrants.
7. **Surety Insurer/We/ Our/ Us**
It means IFFCO-TOKIO GENERAL INSURANCE COMPANY LTD.
8. **Surety Debtor/You/ Your**
It means the Company/the Entity/person holding valid Recruiting Agency license issued by Protector General of Emigrants (PGE) or any competent authority from **MEA** named as Insured in the Schedule.
9. **Compensation:**
It means the compensation amount as assessed and directed by **MEA** to be paid to the **Beneficiary**, and arising out of deficiency in services provided by **Surety Debtor..**
10. **Surety Period**
It means the period as shown in the **Surety Insurance** Schedule during which the **Surety Insurance** is in force unless terminated earlier in accordance with the **Cancellation Clause**.
11. **Beneficiary**
It means **MEA** or any other individual/ entity as per directive of **MEA**.

INSURING CLAUSE

The **Surety Insurer** undertakes to pay **Compensation** to the **beneficiary** as per the directives of **MEA**, up to the available limit of the **Bond Value**, and subject always to the terms and conditions of the **Surety Insurance**, provided that:

- a) The **Surety Insurer** shall be liable only for those incident/s which have been first notified to the **Surety Debtor** or **MEA** within the **Surety Period**, as defined in Schedule.
- b) The **Compensation** should be in relation to the services offered by **Surety Debtor** as per the Emigration Act, 1983, the Rules and Circulars thereunder.
- c) This **Surety Insurance** will be valid from the inception of the **Surety Period**, until the earliest of (i) the completion of the **Surety Period** specified in the Schedule, or (ii) the date on which the **Bond Value** is exhausted.

GENERAL CONDITIONS

1. **Notice**

All notices provided for all purposes in connection with this **Surety Insurance** shall be in writing vide any valid electronic mode of transmission (including by facsimile transmission) and given to the **Surety Insurer**, as applicable, at the physical address stated in the **Schedule**, for the service of all notices for all purposes in connection herewith.

2. **Extended Claim Reporting Period:**

It has been agreed and understood that in case of non-renewal of this policy, this **Surety Insurance** will be extended to report claim/s upto a period of 42 months, after expiry of the **Surety Period**, on account of services provided by Recruiting Agent during the **Surety Period**.

3. **Reduction in the limit of Bond**

In the event of liability arising under this policy or on the payment of a claim, the aggregate **Bond Value** shall get reduced to the extent of claim payment. The **Surety Debtor** shall have to reinstate the limits of Bond on payment of additional premium and subject to the terms and conditions set forth by **Us**, to comply with the **Bond Value** requirement of **MEA**.

4. **Re-Instatement of Surety Insurance**

After payment of any claim, **You** will have to re-instate the **Surety Insurance** limits to its original **Bond Limit** by paying additional premium subjected to **Our** approval and agreement.

5. **Misdescription:**

This **Surety Insurance** shall be void and all premium paid by **You** to **Us** shall be forfeited in the event of misrepresentation, misdescription or concealment of any material information.

6. **Changes in Circumstances**

You must inform **Us**, as soon as possible, of any material change in information **You** have provided to **Us** about **Yourself**, profession, **Your** employees or any fact, event or circumstances supplied to **Us** at the time of effecting this **Surety Insurance** and accordingly **We** may amend the terms of the **Surety Insurance** according to materiality of such change.

You must also notify **Us** about any alteration made whereby risk of loss/damage is increased. In case of such alteration made and not accepted by **Us** in writing, the cover under this **Surety Insurance** shall cease.

7. **Claim Procedure and Requirements:**

For **Compensation** to be made under this Policy,

- i) **MEA/Surety Debtor** shall forthwith give notice in writing to **Us** with full particulars along with the final order of the **MEA**.
- ii) We will pay the **Compensation** as per the directives of **MEA** within 15 calendar days of receipt of complete documentation.

8. **Recoveries**

- i) **We** shall have full rights of subrogation and right to initiate legal actions against the **Surety Debtor** in relation to the **Compensation amount** paid under the policy.
- ii) The **Surety Debtor** can approach **Us** with repayment plan to settle the **Compensation** paid, which will be subjected to **Our** approval and agreement.

9. **Primary & Non-Contributory:**

If in the event of a claim under this **Surety Insurance**, there be any other insurance or insurances effected by the Insured or any other person covering the same liability, then this **Surety Insurance** shall be effected as Primary & Non-Contributory insurance.

10. **Cancellation**

The **Surety Insurance** would be non-cancellable by **Us** except for Non-payment of premium and/or Recruiting Agency License cancellation by **MEA**. If the license has been cancelled by **MEA**, the **Surety Insurance** shall not cover any claims on account of services provided after the license termination date. There would be no refund of premium in such a case.

You may cancel the Surety Insurance by sending written notice to **Us**. All cancellations will require prior approval of **MEA** and refund shall be calculated as follows:

1. For policies where Surety period is upto 12 months.
No refund irrespective of the unutilised surety period.

2. For policies with Surety period more than 12 months.
We shall retain the premium of 12 unutilised months and refund the premium for balance unutilised surety period at 75%.

No refund if unutilised surety period is upto 12 months.

Under both cases 1. and 2., **We** are not liable for any refund, if a claim has been preferred on **Us** under the current Surety Insurance.

11. **Non-Negotiable**

This **Surety Insurance** is neither negotiable nor assignable/transferable and shall expire as per Extended Claim Reporting Period after which no claims will be considered or payable by the **Surety Insurer**.

12. **Renewal Notice**

We shall not be bound to accept any renewal premium or give notice that such premium is due.

13. **Applicable Law**

Surety Insurance shall be governed by and is construed in accordance with Indian Law in all respects and shall be subject to the exclusive jurisdiction of Indian courts in respect of any matter relating to or arising out of this agreement.

14. **Sanction Clause**

We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** 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.

EXCLUSIONS/ EXCEPTIONS

We will not be liable for claims made against **You** in respect of or arising out of:

1. Criminal Fines, and penalties
2. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, terrorism, act of God, force majeure
3. Ownership and/or conduct of any other business or activities wholly or partially owned/operated or managed except the business described in the Schedule.
4. Any claim for which Insured has been held liable by any courts, tribunals, or any other authority, whether judicial or quasi-judicial, other than the MEA.

GRIEVANCE OR COMPLAINT

In case of any grievance, **We** can be contacted at:

Website: <https://www.iffcotokio.co.in/customer-services/grievance-redressal>

Toll free: 1800-103-5499

E-mail: support@iffcotokio.co.in

Courier : Chief Grievance Officer
IFFCO-Tokio General Insurance Co Ltd
IFFCO Tower, Plot no. 3
Sector -29, Gurgaon – 122001

For updated details of grievance officer, kindly refer the link
<https://www.iffcotokio.co.in/customer-services/grievance-redressal>.

If not satisfied with the redressal of grievance through above methods, **You** may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. The contact details of the Insurance Ombudsman offices have been provided as below.

Grievance may also be lodged at IRDAI Integrated Grievance Management System

- <https://irdai.gov.in/igms1>

For updated details of Ombudsman offices, kindly refer the link:

<https://www.cioins.co.in/Ombudsman>

| Office Details | Jurisdiction of Office Union Territory, District) |
|---|--|
| <p>AHMEDABAD - Shri Collu Vikas Rao Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in</p> | <p>Gujarat, Dadra & Nagar Haveli, Daman and Diu.</p> |
| <p>BENGALURU – Mr Vipin Anand Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in</p> | <p>Karnataka.</p> |
| <p>BHOPAL - Shri R. M. Singh Office of the Insurance Ombudsman, 1st floor.”Jeevan Shikha” 60-B, Hoshangabad Road , Opp. Gayatri Mandir,Bhopal-462011 Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in</p> | <p>Madhya Pradesh Chattisgarh.</p> |
| <p>BHUBANESHWAR - Shri Manoj Kumar Parida Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455. Email: bimalokpal.bhubaneswar@cioins.co.in</p> | <p>Odisha.</p> |
| <p>CHANDIGARH – Mr Atul Jerath Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 464394/ 2706468 Email: bimalokpal.chandigarh@cioins.co.in</p> | <p>Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.</p> |
| <p>CHENNAI - Shri Segar Sampathkumar Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 2433678 Email: bimalokpal.chennai@cioins.co.in</p> | <p>Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).</p> |
| <p>DELHI – Ms. Sunita Sharma Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building,</p> | <p>Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.</p> |

| Office Details | Jurisdiction of Office Union Territory, District) |
|---|---|
| Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in | |
| GUWAHATI - Shri Somnath Ghosh Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in | Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura. |
| HYDERABAD - Shri N Sankaran Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in | Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry. |
| JAIPUR – Shri Rajiv Dutt Sharma Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363 / 2740798 Email: Bimalokpal.jaipur@cioins.co.in | Rajasthan |
| ERNAKULAM – Shri G. Radhakrishnan Office of the Insurance Ombudsman, 10 th Floor ,Jeevan Prakash LIC Building, Opp to Maharaja’s College MG Road, Ernakulam -683011 Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in | Kerala, Lakshadweep, Mahe-a part of Pondicherry. |
| KOLKATA - Ms Kiran Sahdev Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341, Email: bimalokpal.kolkata@cioins.co.in | West Bengal, Sikkim, Andaman & Nicobar Islands. |
| LUCKNOW - Shri. Atul Sahai Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. | Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, |

| Office Details | Jurisdiction of Office Union Territory, District) |
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| Tel.: 0522 - 4002082 / 3500613, Email: bimalokpal.lucknow@cioins.co.in | Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar. |
| MUMBAI - Shri Somnath Ghosh Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022-69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in | Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane). |
| NOIDA - Shri Bimbadhar Pradhan Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in | State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddha nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kansiramnagar, Saharanpur. |
| PATNA - Ms Susmita Mukherjee Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in | Bihar, Jharkhand. |
| PUNE – Shri Sunil Jain Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in | Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region. |

Address of Insurance Regulatory and Development Authority of India is also mentioned below –

Insurance Regulatory and Development Authority of India
Sy. No 115/1, Financial District, Nanakramguda, Gachibowli,
HYDERABAD 500 032