



## IFFCO-TOKIO GENERAL INSURANCE CO. LTD

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

### IFFCO-TOKIO SURETY BOND INSURANCE - CONDITIONAL (COMMERICAL)

UIN: IRDAN106CPSU0002V01202425

#### PROSPECTUS

Types of Bonds Available	<p>There are 4 type of bonds available under this Surety Bond Insurance and it is mandatory to opt one of them:</p> <ol style="list-style-type: none"><li>1. Advance Payment Bond</li><li>2. Bid Bond</li><li>3. Performance Bond</li><li>4. Retention Money Bond</li></ol>
Applicability	<p>The Surety undertakes to pay the amount claimed by the Beneficiary, up to the available limit of the Bond Value, subject to the terms, exclusions, limitations, and conditions contained herein or otherwise endorsed hereon this Surety Bond Insurance applies to:</p> <ol style="list-style-type: none"><li>a) Insolvency of the Principal- The Principal shall be deemed to be insolvent for the purpose of this Insurance when:<ol style="list-style-type: none"><li>i. any filing of a petition for bankruptcy by or against the Principal before any court/ tribunal OR</li><li>ii. the Principal is declared bankrupt by the competent court/ tribunal of jurisdiction OR</li><li>iii. the Principal has made a valid assignment, composition or other arrangement for the benefit of its creditors OR</li><li>iv. a Receiver / Administrator / Liquidator has been appointed by the court/ tribunal to manage its estate OR</li><li>v. an order by the competent Authority has been made for compulsory winding up OR</li><li>vi. an effective resolution has been passed for voluntary winding up provided that this resolution is not merely for the purpose of reconstruction or amalgamation OR</li><li>vii. an arrangement binding on all creditors has been sanctioned by the appropriate court/ tribunal OR</li><li>viii. such conditions exist as are, by any other system of law, substantially equivalent in effect to any of the foregoing conditions.</li></ol></li><li>b) Non-fulfilment, non-performance of obligations or breach of terms and conditions stipulated in the Original Contract (between the Principal and the Beneficiary) by the Principal and limited to the value and type of Bond issued and mentioned in the Schedule</li></ol>

Exclusions:	<ul style="list-style-type: none"> <li>a) The Original Contract signed between the Principal and the Beneficiary is not established, invalid, cancelled or terminated by either of the parties before the Insured Risks occur.</li> <li>b) Intentional, gross negligence, illegal or criminal acts by or between the Beneficiary and/or Principal.</li> <li>c) The Principal and/or Beneficiary or their employees commit fraud, collude, bribe, or use any illegal means to enter the Original Contract.</li> <li>d) The Principal and Beneficiary maliciously collude to violate the Original Contract.</li> <li>e) Any Dispute between the Principal and the Beneficiary.</li> <li>f) The Beneficiary and the Principal change or amend or modify the contents of the Original Contract without the prior written consent of the Surety.</li> <li>g) General Exclusions such as, war, nuclear, pollution, acts of god, force majeure, administrative, statutory, regulatory or judicial actions other than caused by the Principal.</li> <li>h) Any expenses incurred by the Beneficiary for collecting, confirming, and proving that the Principal breached the Original Contract that resulted in claims.</li> <li>i) Any legal cost or expenses incurred in the litigation, arbitration, and execution by the Beneficiary to collect, confirm, and prove that the Principal fails to perform the Original contractual obligation.</li> <li>j) Any third party loss not part of the Original Contract between Beneficiary and Principal.</li> <li>k) Any price fluctuation in execution of the project.</li> <li>l) Liquidated damages, late fees, fines, punitive damages, exemplary damages, or any other damages or compensatory damages.</li> <li>m) Failure by the Principal to pay premium, provide necessary letter of Indemnity or security.</li> <li>n) Non-performance or non-fulfilment of the terms and conditions of the Original Contract arising out of or due to delay in obtaining permissions or approvals from any statutory, regulatory, judicial authorities or Beneficiary relating to execution of the Project.</li> <li>o) Non-performance or non-fulfilment of the terms and conditions of the Original Contract arising out of or due to delay in payments of outstanding or receivables due to the Principal by the Beneficiary.</li> <li>p) Non-performance or non-fulfilment of the terms and conditions of the Original Contract arising out of any law for the time being in force under which the Principal is dispensed with the performance of the underlying Original Contract either impliedly, through conduct or otherwise.</li> <li>q) Any amendment or modification under the Original Contract Documents, Original Contract Terms, Principal 's Obligations and Original Contract Conditions after the Contract Bond is issued and is still in force.</li> <li>r) Any change in or addition to the Principal's liability including to any third party, arising out of any negligent act (s) or omissions in the course of its performance of the underlying Original Contract.</li> </ul>
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	<p>s) Any specific event (s) agreed by and between the Beneficiary and the Principal under the Original Contract including but not limited to any event of force majeure (which shall have the same meaning as ascribed to the term under the Original Contract and in law) and which may result into frustration and/or impossibility of execution of the Project as recognized under law;</p> <p>t) Any events arising out of, based upon or attributable to change in management, acquisition or change in control of the Beneficiary or the Principal after the Bond is issued and is still in force.</p>
Cancellation	<p>a) Before Bond Inception Date</p> <p>i. The Principal may cancel this Surety Bond Insurance any time before the inception of bond by giving a written notice with consent of the Beneficiary along with the bond. In such a case, the Surety would refund the paid premium after deduction of administrative expenses.</p> <p>ii. The Surety may cancel the policy by giving a minimum notice of 7 days to the Principal and Beneficiary in the event of misrepresentation, non-disclosure of any material fact, established fraud or non-cooperation. In such a case, the Surety would refund the paid premium after deduction of administrative expenses.</p> <p>b) After Bond Inception Date</p> <p>i. The Principal may cancel this Surety Bond Insurance any time after the inception of bond by giving a written notice with consent of the Beneficiary along with the bond. In such a case, the Surety shall refund the pro-rata premium of the unutilized period after retaining 20% of the refund.</p> <p>ii. The Surety may cancel the policy by giving a minimum notice of 7 days to Principal and Beneficiary and all premiums paid hereon shall be forfeited to the Surety in the event of misrepresentation, non-disclosure of any material fact, established fraud or non-cooperation.</p>
Tenure	Maximum Tenure of the Policy-15 Years
Claim Settlement	<p>In case of a claim, the Beneficiary can contact the Policy servicing office as mentioned in the Schedule with following:</p> <p>i) Written demand for invocation of the Surety Bond mentioning the amount and the condition/s breached by the Principal. The said demand must also (wherever applicable) record and attach copy that an opportunity given to the Principal to rectify the alleged Default, as per the terms of the underlying Original Contract, was provided but the said alleged fault has not been cured by the Principal.</p> <p>ii) Complete Claim form</p> <p>iii) Any other necessary documentation required by the Surety, as deemed necessary to establish the Principal's liability and/or the quantum of the claim payable under this Surety Bond.</p>
Illustration	<p>ABC Construction (Principal) was awarded a construction project by XYZ (Beneficiary). As a requirement, the Principal provided a Surety Bond of Rs.2 Crores of IFFCO-Tokio to Beneficiary. After completion of 40% of work, the Principal was declared Insolvent and abandoned the project. The Beneficiary invoked the Bond for the losses incurred. After</p>

	<p>reviewing the case and circumstances, IFFCO-Tokio would pay for the losses directly to the Beneficiary.</p>
<p>Grievance</p>	<p>In case of any grievance, the Insured may contact IFFCO-Tokio through:          Website: <a href="https://www.iffcotokio.co.in/customer-services/grievance-redressal">https://www.iffcotokio.co.in/customer-services/grievance-redressal</a>          Grievance Registration: Follow the above-mentioned link and fill the details to register the grievance.          Toll Free: 1800-103-5499          Email: <a href="mailto:chiefgrievanceofficer@iffcotokio.co.in">chiefgrievanceofficer@iffcotokio.co.in</a>          Address: Chief Grievance Officer          IFFCO-Tokio General Insurance Co Ltd.          IFFCO Tower, Plot no. 3, Sector -29,          Gurgaon – 122001</p> <p>Insured may also approach the grievance cell at any of the company's branches with the details of grievance. The list of branches with addresses are available at <a href="https://www.iffcotokio.co.in/contact-us">https://www.iffcotokio.co.in/contact-us</a>.</p> <p>If Insured is not satisfied with the redressal of grievance through one of the above methods, Insured may contact the grievance officer at <a href="mailto:chiefgrievanceofficer@iffcotokio.co.in">chiefgrievanceofficer@iffcotokio.co.in</a> .</p> <p>For updated details of grievance officer, kindly refer the link <a href="https://www.iffcotokio.co.in/contact-us/customer-services/grievance-redressal">https://www.iffcotokio.co.in/contact-us/customer-services/grievance-redressal</a>.</p>