

SURETY INSURANCE POLICY - (PERFORMANCE BOND)

1. INSURING CLAUSE

In consideration of the receipt of premium, the Surety Insurer undertakes to pay to the Creditor in the event of a Default of Principal Debtor, subject always to the terms and conditions of this Surety Bond.

2. CLAIMS PROCESS

At the request of the Principal Debtor, We hereby irrevocably undertake to pay the Creditor, any sum or sums not exceeding the **Bond Value** upon receipt by us on the Creditor's demand in writing and the Creditor's statement (in the demand) stating that:

- a) The Principal Debtor has refused to accept the correction of errors in accordance with the conditions of the Contract, or
- b) Creditor awarded the Contract to the Principal Debtor and the Principal Debtor has failed to comply with the conditions of the Contract
- c) This Surety Bond shall remain in force as per the Bond Period, as mentioned in the policy schedule. Unless a demand or claim under the Surety Bond is made in writing on or before expiry of the Bond Period, all the Creditor's rights under the said Surety Bond shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Notwithstanding anything to the contrary contained herein, no obligation of the Surety Insurer to pay any amount under this Surety Bond shall arise prior to the fulfillment of the following conditions precedent:

- (a) written claim/demand(s) in terms of this Surety Bond of an aggregate amount less than or equal to the Bond Value is/are made by the Creditor hereunder; and
- (b) such written claim/demand(s) is/are delivered to the Surety Insurer on or before the bond expiry date or 60 days or extended period as defined in bond period.

ANNEXURE A - DEFINITIONS

The following terms as used in this Surety Bond shall have the respective meanings set forth below, wherever they may appear in the Surety Bond, the attached Schedule, and any endorsements. Where appropriate under the terms of this Surety Bond, references to the singular include references to the plural; references to the male include the female and references to any statutory enactment include subsequent changes to the same.

- 1) **"Bond Value"** means the amount specified in the Schedule, which is the maximum, total and cumulative liability of the Surety Insurer arising under or in relation to this Surety Bond.

- 2) **"Bond Period means the period specified in the Schedule, during which the Surety Bond is in force,** and a claim period of 60 days or for such extended period as may be mutually agreed between the Creditor and the Principal Debtor with prior written approval from the Surety Insurer and shall continue to be enforceable till all amounts determined as payable under this Surety Bond have been paid.
- 3) **"Contract"** means the agreement between the Principal Debtor and the Creditor as specified in the Schedule.
- 4) **"Contract Value"** means the total value of the underlying Contract awarded which is specified in the Schedule.
- 5) **"Creditor"** means the person named in the Schedule, its successors and assigns, to whom the guarantee under this Surety Bond is given.
- 6) **"General Agreement of Indemnity"** means the agreement of indemnity executed between the Principal Debtor and Surety Insurer wherein the Principal Debtor has agreed to indemnify the Surety Insurer against any and all losses arising under, in relation to or in connection with the Surety Bond on such terms and conditions as specified in that agreement.
- 7) **"Principal Debtor/Insured"** means the person named in the Schedule, who has concluded this Surety Bond with the Surety Insurer and in respect of whose default the guarantee under this Surety Bond is given.
- 8) **"Schedule"** means the policy schedule attached to and forming part of this Surety Bond.
- 9) **"Surety Bond"** (i) in relation to the rights and obligations between the Surety Insurer and the Creditor means this Performance Bond policy document containing the terms and conditions, the Annexures to these terms and conditions, Policy, endorsements (made to or on it from time to time, and if more than one, then the latest in time) and the applicable law, practice, customs which includes statutory provisions, regulations, notifications et al governing such a relationship, all of which form an integral part of the Surety Bond; (ii) in relation to the rights and obligations between the Surety Insurer and the Principal Debtor means this Performance Bond policy document containing the terms and conditions, the Annexures to these terms and conditions, Policy, Proposal Form, the General Agreement of Indemnity, the, endorsements (made to or on it from time to time, and if more than one, then the latest in time), any other applicable agreement between the Surety Insurer and the Principal Debtor and the applicable law, practice, customs, which includes statutory provisions, regulations, notifications et al governing such a relationship.

The Surety Bond has been issued in consideration of the receipt of premium by the Surety Insurer and in compliance of 64 VB of the Insurance Act 1938.

- 10) **“Surety Insurer/Insurer/We/Our/Us/Company”** means HDFC ERGO General Insurance Company Limited.

ANNEXURE B – GENERAL CONDITIONS

1. The payment under this Surety Bond shall be made in INR.
2. All notices provided for all purposes in connection with this Surety Bond shall be in writing vide any valid electronic mode of transmission (including by facsimile transmission) and given to the Principal Debtor and 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.
3. This Surety Bond is neither negotiable nor transferable and shall expire on the completion of the Bond Period, after which no claims will be considered or will be payable by the Surety Insurer. The original Surety Bond shall be returned to the Surety Insurer after it has expired.
4. This Surety Bond shall be governed by Indian law and is construed in accordance with Indian Law in all respects and the exclusive jurisdiction of Indian Courts in respect of any matter relating to or arising out of this Surety Bond.
5. **Sanctions Clause:** The Surety Insurer shall not be deemed to provide cover and 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 may be contrary 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 and may expose the Surety Insurer or its reinsurer(s) to any such sanction, prohibition or restriction whether such sanction, prohibition or restriction exists at the inception of this Surety Bond or comes into existence at any time thereafter.
6. **Termination Clause:** This surety bond will terminate until the earliest of (i) the completion of the Bond Period specified in the Schedule, or (ii) the issuance of certificate indicating completion of the Works or (iii) the date on which the Bond Value is exhausted, whichever occurs first.
7. **Arbitration:** The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
8. **Fraudulent Claims:** If any Insured shall give any notice or Claim cover for any Loss under this Policy knowing such notice or Claim to be false or fraudulent as regards amounts or otherwise, such Loss shall be excluded from cover under the Policy, and the Surety Insurer shall have the right, in its

sole and absolute discretion, to avoid its obligations under or void this Policy in its entirety, and in such case, all cover for Loss under the Policy shall be forfeited, all premium shall be deemed fully earned and non-refundable and the Named insured shall reimburse the Surety Insurer for any payments made under this Policy.

9. **Cancellation of policy:** Policy can be cancelled by the Insured/Principal on request however there will be no refund of premium.
10. **Partial payment of claim:** If there is a partial payment of claim in the policy during the contract period, the policy will continue for the remaining contract sum insured till its termination.
- 3 **Grievances:**
If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:
 - 3.1 **Our Grievance Redressal Officer**
If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:
 - Contact us- 022 6158 2020/ 022 6234 6234
 - Emails – grievance@hdfcergo.com
 - Contact Details for Senior Citizens: 022 6242 6226 | Email ID: seniorcitizen@hdfcergo.com Designated Grievance Officer in each branch.
 - Company Website – www.hdfcergo.com
 - Courier - Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

**The Complaint & Grievance Redressal Cell ,
HDFC ERGO General Insurance The Company Ltd.
D-301,3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai – 400078, Maharashtra**

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address

**To the Chief Grievance Officer
HDFC ERGO General Insurance The Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo@hdfcergo.com**

Grievance may also be lodged at IRDAI Integrated Grievance Management System- <https://bimabharosa.irdai.gov.in>

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com " [https:// www.hdfcergo.com/customer-care/grievances.html](https://www.hdfcergo.com/customer-care/grievances.html) for detailed grievance redressal procedure.

Names of Ombudsman and Addresses of Ombudsmen Centers

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
AHMEDABAD - Shri Kuldip Singh 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	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU - Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh.
BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
GUWAHATI - Shri Kiriti B. Saha 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 I. Suresh Babu 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 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
LUCKNOW - Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, 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 Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE - Shri Vinay Sah 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.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Information about Us

Name of the company – HDFC ERGO General Insurance Company Limited (IRDAI Reg No 146)
Registered & Corporate Office: 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai – 400 059.
Website – www.hdfcergo.com
Contact us- 022 6158 2020/ 022 6234 6234
Email – care@hdfcergo.com