

Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113 Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerawada, Pune - 411 006 UIN: IRDAN113CP0027V02202223

Surety Insurance (Unconditional)



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POLICY SCHEDULE

a.	Surety Insurer		XXXXXXXX
b.	Address of Surety Insurer		XXXXXXXXXXXXXXX
c.	Policy Number		XXXXXXXXX
d.	Contract		XXXXXXXXX
e.	Contract Currency		XXXXXXXXX
f.	Contract Value		XXXXXXXXX
g.	Cure period for Default	Under the Contract, if specified	XX Months
		If not specified in contract, Cure Period applicable for this Performance Bond	XX Months
h.	Bond Value		
i.	Surety Period/Bond Period		
j.	Principle Debtor		
k.	Creditor		
I.	Works		
m.	Site		
n.	Territorial Li	imits and Jurisdiction	
	Total Premium		
0.	Taxes		
	Intermediary Name		
p.	Intermediary Contact No		
	Intermediary Code		
q.	Special Conditions		
r.	Specific Per	iods Under Policy Clauses:	



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1. **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 arising under this Surety Bond.
- 2) "Contract" means the agreement between the Principal Debtor and the Creditor as specified in the Schedule.
- 3) "Contract Currency" means the currency specified in the Schedule.
- 4) "Contract Value" means the total value of the underlying Contract, as specified in the Schedule.
- 5) "Creditor" means the person named in the Schedule to whom the guarantee under this Surety Bond is given.
- 6) "**Default**" means an actual breach or abandonment of the Contract by the Principal Debtor, on the happening of which there is a liability on the Principal Debtor to make a payment under the Contract.
- 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 schedule attached to and forming part of this Surety Bond specifying the details of the Principal Debtor, the bonded Contract, the Works, and other relevant periods and limits to which the Surety Bond is subject.
- 9) "Site" means the geographical location specified in the Schedule where the Works in relation to the Contract are carried out.
- 10) "Surety Bond" means this policy document containing the terms and conditions, the General Agreement of Indemnity, the Proposal Form, Schedule to this Policy, and endorsements (made to or on it from time to time, and if more than one, then the latest in time), which form a part of the Surety Bond and shall be read together.
- 11) "Surety Insurer/Insurer/We/Our/Us/Company" means Bajaj Allianz General Insurance Company Limited
- 12) "Surety Period" means the period specified in the Schedule, during which the Surety Bond is in force, unless terminated earlier in accordance with Clause 3.
- 13) "Works" means the scope of work of the project commenced under the Contract, as further described in the Schedule, in relation to which this Surety Bond is issued.

2. PREAMBLE

In consideration of the receipt of premium by Bajaj Allianz General Insurance **Company** Limited (hereinafter called the "**Company**" or "**Surety Insurer**"), and in reliance of the documents submitted, statements, representations and warranties made, the terms of the General Agreement of Indemnity, and the information contained in the proposal form (which shall all form a part of and the basis of this Surety Bond) and subject to the terms and conditions of this Surety Bond, the Surety Insurer and the Principal Debtor agree as follows:

3. INSURING CLAUSE

Based on the representations and warranties made by the Principal Debtor in terms of its financial soundness and capability of carrying out the Works under the bonded Contract, including its working capital, experience, expertise and evidence of successful past performance of similar contracts, the Surety Insurer undertakes to pay to the Creditor in the event of a Default, the total outstanding amount or proportion thereof payable on the occurrence of such a Default and limited, at all times, up to the available limit of the Bond Value, and subject always to the terms and conditions of this Surety Bond and the General Agreement of Indemnity:

3.1. The Surety Insurer's liability shall be to the extent of the total outstanding balance amount under the



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- Contract or proportion thereof payable in the event of a Default, and subject to the aggregate amount of payment required to be made, not exceeding the Bond Value, or the available limit of the Bond Value.
- 3.2. This Surety Bond will be valid from the date on which it is issued, until the earliest of (i) the completion of the Surety 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. The Creditor, or the relevant engineer in-charge of the Works, shall advise the Surety Insurer in writing of the date on which the certificate of completion of the Works has been issued.
- 3.3. It is hereby agreed and understood that:
 - 3.3.1.The Surety Insurer's obligation under this Surety Bond is restricted to the payment of the "Bond Value" as defined in the Policy Schedule;
 - 3.3.2. The Principal Debtor shall use all measures to prevent and minimize the loss under this Surety Bond.

4. EXCLUSIONS

- 4.1. The Surety Insurer shall have a right to claim release from its obligations, and shall not be liable under this Surety Bond for or in relation to any of the following:
 - 4.1.1. Any specific events agreed by the Creditor and Principal Debtor under the Contract, including any event of force majeure (which shall have the same meaning as ascribed to the term under the Contract and in law) and including principles of frustration and/or impossibility as recognised under law:
 - 4.1.2. Any change in or addition to the Principal Debtor'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 Contract;
 - 4.1.3. Any law for the time being in force under which the Principal Debtor is dispensed with the performance of the underlying Contract either impliedly, through conduct or otherwise;
 - 4.1.4.Any understanding and/or agreement, whether written, oral or implied through conduct, through which the Principal Debtor has been dispensed with the performance of the underlying Contract or any part thereof and/or whether any collateral or other security provided by the Principal Debtor to the Creditor is sought to be compromised in any manner, and whether an act and/or omission amounts to a compromise will be determinable by the Surety Insurer at its sole discretion;
 - 4.1.5. Any increase of the Principal Debtor's underlying obligation under the Contract by a voluntary new transaction entered into between the Creditor and Principal Debtor after the issuance of the Surety Bond;

5. CLAIMS PROCESS

- 5.1. The Surety Insurer shall pay, subject to the Insuring Clause above and other terms and conditions of the Surety Bond and General Agreement of Indemnity, a claim made under the Surety Bond, subject to the following procedure being complied with as a condition precedent to any liability:
 - 5.1.1.The Principal Debtor receives a written demand from the Creditor stating that the Contract has been terminated due to a Default; It is clarified that where the underlying Contract provides for a cure period for any default, which Default is covered under the Surety Bond, then, as a prerequisite, the Creditor must comply with the said clause and provide the Principal Debtor with an opportunity to cure any alleged defect within a period stipulated under the underlying Contract before being entitled to raise any claim under the Surety Bond. If no such period is stipulated, then a period of not less than the number of [XX] months specified in the Schedule under (r) for each alleged Default would be applicable before a claim, legitimate or otherwise, can be raised under this Surety Bond;
 - 5.1.2.The aforesaid written demand being provided to the Surety Insurer at the Surety Insurer's physical address, with a copy to the Principal Debtor, stating that this Surety Bond is called up to make payment in accordance with the terms specified herein. The said demand must also, where applicable, record that an opportunity to rectify the Default alleged, as per the terms of the underlying Contract, was provided to the Principal Debtor but the said Default alleged has not been cured. This



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written demand shall be accompanied with a copy of the following relevant and necessary documentation:

- (a) The notice of termination and/or the provisional/final sequestration and/or the liquidation court order evidencing the Default, as applicable, and all communications in this regard exchanged between the Creditor and Principal Debtor.
- (b) A copy of any necessary documents which entitle the Creditor to receive payment in accordance with the terms of the Contract, including any interim or final payment certificate certified by the engineer in-charge of the Works.
- (c) A copy of the first written demand issued by the Creditor to the Principal Debtor notifying the Default, and seeking payment of the sum certified by the engineer in-charge, and response to the same by the Principal Debtor, including all subsequent communications exchanged between the parties.
- (d) The written demand issued by the Creditor to the Principal Debtor, with a copy to the Surety Insurer, stating that a period of [XX] days specified in the Schedule under (r) has elapsed without rectification of the alleged default by the Principal Debtor or payment of the amount demanded, as applicable, since the time of issuance of the first written demand above, and that failing such payment, the Creditor intends to call upon the Surety Insurer to make payment.
- (e) Return of the original Surety Bond by the Creditor.
- (f) Any other necessary documentation required by the Surety Insurer, as deemed necessary to establish the Principal Debtor's liability and/or the quantum of the claim payable under this Surety Bond.
- 5.1.3.Before making any claim payment, the Surety Insurer shall first give the Principal Debtor another opportunity to pay the claim amount. If the Principal Debtor does not pay within [XX] days specified in the Schedule under (r), of being called upon to do so by the Surety Insurer, the Surety Insurer will then pay the amount determined to be payable under this Surety Bond, within [XX] calendar days specified in the Schedule under (r), of receipt of the last necessary documentation.
- 5.1.4. The Principal Debtor shall be legally required to pay the claim amounts back to the Surety Insurer in accordance with the terms of the General Agreement of Indemnity.
- 5.1.5.Where the Surety Insurer has agreed to make payment, upon the date of issuance of the final payment certificate, the Creditor shall submit an expense account to the Surety Insurer, showing how all monies received in terms of this Surety Bond have been expended and shall refund to the Surety Insurer any resulting surplus including an interest rate to be fixed for each day of credit.

6. **GENERAL CONDITIONS**

The Creditor shall have the absolute right to arrange his affairs with the Principal Debtor in any manner which the Creditor may deem fit and the Surety Insurer shall not have the right to claim his release from this Surety Bond on account of any conduct alleged to be prejudicial to the Surety Insurer, except for the limited extent specified in the Exclusions section.

- 6.1. **Currency**: The payment under this Surety Bond shall be made in the Contract Currency, calculated at the rate of exchange offered by Reserve Bank of India on the date of such payment becoming due per the terms of this Surety Bond.
- 6.2. Fraud/Misrepresentation: This Surety Bond shall be void and all premiums paid hereon shall be forfeited to the Surety Insurer in the event of misrepresentation, misdescription or non-disclosure of any material fact by the Principal Debtor, or in the event that any fraudulent claim is made under this Surety Bond or if any fraudulent means, or any false statements, declarations or devices are used by the Principal Debtor, or any one acting on their behalf, to obtain any benefit under this Surety Bond.
- 6.3. Subrogation: The Principal Debtor or any claimant/Creditor under this Surety Bond shall at the expense of the Surety Insurer do and concur in doing, permit to be done all such acts that may be necessary or reasonably required by the Surety Insurer for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Surety Insurer shall be or would become



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entitled or subrogated upon the Surety Insurer paying for or making good any loss or damage under this Surety Bond whether such acts and things shall be or become necessary or required before or after the Principal Debtor's indemnification by the Surety Insurer.

- 6.4. Inspection: The Surety Insurer may at any time, in connection with a loss or proof of a loss, examine or require to be produced copies of any corporate records or books, internal documents and correspondence, letters, or other documentation or records in whatever form and wherever situated in the possession or control of the Principal Debtor relating to or connected with this Surety Bond or to any transaction between the Principal Debtor and the Creditor. The Principal Debtor shall, at the request of the Surety Insurer, take any and all reasonable steps to obtain for the Surety Insurer any and all of the aforesaid information in the possession of any other person relating to or connected with this Surety Bond or any loss hereunder.
- 6.5. **Notices**: 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.
- 6.6. Surety Insurer must be notified within XX days specified in the Schedule under (r) and his written confirmation must be secured if there is any increase of the Principal Debtor's underlying obligation under the Contract by a voluntary new transaction entered into between the Creditor and Principal Debtor after the issuance of the Surety Bond. The surety insurer has the right to increase the premium rate, ask for release, or at least ask for additional collaterals or guarantees.
- 6.7. This Surety Bond is neither negotiable nor assignable/transferable and shall expire in terms of 3.2, after which no claims will be considered or payable by the Surety Insurer. The original copy of this Surety Bond shall be returned to the Surety Insurer after it has expired.
- 6.8. This Surety Bond, with the written demand(s) made as per the Claims Process section, shall be regarded as a document acknowledging a fixed and determinate liability for the purpose of obtaining a court order.
- 6.9. Dispute Resolution

(Applicable only in cases where this Policy is issued under Commercial Lines of Business) "The Insurer and Insured 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."

Note:

- 1. Wherever this Policy is issued under retail lines of business, Arbitration clause shall not be applicable.
- 2. Arbitration clause shall not be applicable in case of Policies issued under commercial lines of business where Insured has specifically consented for no arbitration clause and no arbitration terms have been annexed to the Policy Schedule/Policy.



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- 6.10. Entire Contract: This Policy constitutes the complete contract of insurance for the Insured. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy.
- 6.11. **Renewal:** The Company shall not be bound to receive any renewal premium nor give notice that such renewal and renewal premium is due. If the Company agrees to renew the cover for Insured Contract every renewal premium (which shall be paid by Insured and accepted and received by the Company) 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 herein before mentioned and that nothing is known to the Insured that may result in enhancement of the risk of the Company. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company. On renewal, the benefits provided under the Policy and/or terms and conditions of the Policy including premium rate may change subject to underwriting policy of the Company.
- 6.12. 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:
 - 1. Our Grievance Redressal Officer

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

Address including email bagichelp@bajajallianz.co.in

2. Consumer Affairs Department of IRDAI

- a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an email to complaints@irdai.gov.in. You can also make use of IRDAI's online portal Integrated Grievance Management System (IGMS) by registering Your complaint at igms.irda.gov.in.
- b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India(IRDAI), Consumer Affairs Department- Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032.
- c. You can visit the portal http://www.policyholder.gov.in for more details.

3. Insurance Ombudsman

You can approach the Insurance Ombudsman, depending on the nature of Your grievance and the financial implications, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at www.generalinsurancecouncil.org.in, the Consumer Education Website of the IRDAI at http://www.policyholder.gov.in, or from any of Our Offices.



If you are still not satisfied, you can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices are mentioned below:

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

THE OF STREET HERE	D ADDRESSES OF OMBUDSMAN CENTRES
Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD - Insurance Ombudsman 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 - Insurance Ombudsman 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	Karnataka.
BHOPAL - Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR – Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 – 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH - Insurance Ombudsman Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 – 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI - Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)



	Curingly yours
Office Details	Jurisdiction of Office Union Territory, District)
DELHI – Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI - Insurance Ombudsman 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 - Insurance Ombudsman 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 Union Territory of Puducherry.
JAIPUR - Insurance Ombudsman 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 – Insurance Ombudsman Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College,M.G.Road, Ernakulam - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA – Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th 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 – Insurance Ombudsman Office of the Insurance Ombudsman,	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow,



Office Details	Jurisdiction of Office Union Territory, District)
6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	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 - Insurance Ombudsman 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 - Insurance Ombudsman 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 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 Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA – Insurance Ombudsman 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 - Insurance Ombudsman 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, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

"List of Ombudsman offices established by the Central Government for redressal of grievance are also available at https://www.cioins.co.in/Ombudsman

Note: Address and contact number of Governing Body of Insurance Council:

Council for Insurance Ombudsmen, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.

E-mail: inscoun@cioins.co.in
Tel: 022 -69038800/69038812
Website: https://www.cioins.co.in