

DIGIT SURETY INSURANCE FOR RECRUITING AGENT

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Policy Wordings

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While you're reading this policy, if You get confused or have a query, or You are referring to this policy because You have a claim to make, please call Us at 1800-258-5956 or mail Us at hello@godigit.com

DIGIT SURETY INSURANCE FOR RECRUITING AGENT

Policy Wordings

PREAMBLE

The proposal and declaration provided by You to Us, Go Digit General Insurance Limited (hereinafter called the "Company"), forms the basis of this insurance and having received Your premium, We are happy to issue this policy to You.

This Surety Insurance is evidence of the Contract between Surety Debtor (You) and Surety Insurer (Us). 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), Government of India, as amended from time to time.

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

DEFINITIONS

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.

1. **Beneficiary** means entity or individual designated to receive compensation, as per the directives of the Ministry of External Affairs (MEA), Government of India, in case of a breach or deficiency in the services provided by the Recruiting Agent (Surety Debtor).
2. **Bond Value** 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.
3. **Compensation** 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.
4. **Emigrant** means any citizen of India who intends to emigrate, or emigrates, or has emigrated but does not include:
 - a. 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;
 - b. 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
5. **MEA** 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.
6. **Policy** means the Proposal, the provisions in this document, any endorsement to it (whether at or after inception) and the Policy Schedule.
7. **Surety Period / Policy period** means the period of time commencing on the Inception Date and time or Retroactive Date and time (as applicable) and terminating on the Expiration Date and Time shown in the Policy Schedule.
8. **Policy Schedule** means the document which includes but not limiting to details regarding the premium amount, insured details, Policy period, Deductible and Limit of liability/Bond Value.
9. **Proposal** means application or proposal form or transcript for this Policy made by the Policyholder including any document provided by the Policyholder in connection with such application or Proposal which shall be incorporated in and form the basis of this Policy
10. **Surety Insurer/We/ Our/ Us/ Digit** It means Go Digit General Insurance Limited.

11. **Surety Debtor/You/ Your** It means the Company/the Entity/person named as Insured in the Policy Schedule, holding valid Recruiting Agency license issued by Protector General of Emigrants (PGE) or any competent authority from MEA.

COVERAGE

We undertake 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 this policy, provided that:

- a. We shall be liable only for those incident(s) which have been first notified to the Surety Debtor or MEA within the Surety Period, as specified in Policy 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, as amended from time to time.
- 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 as specified in the Policy Schedule, or
 - ii. the date on which the Bond Value is exhausted.

EXCLUSIONS

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

1. **Criminal Fines, and penalties –**
Any fines or penalties imposed due to criminal proceedings are not covered.
2. **Acts of War and Terrorism**
Any claim arising out of War (whether war be declared or not), invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, terrorism are not covered
3. **Acts of God / Force Majeure**
Natural disasters or uncontrollable events like earthquakes, floods, etc., are not covered.
4. **Other Business Activities**
Ownership and/or conduct of any other business or activities wholly or partially owned/operated or managed by the Surety Debtor except the business described in the Schedule, are not covered.
5. **Judicial or Quasi-Judicial Orders (Non-MEA Legal Liabilities)**
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, are not covered.
6. **Post-License Cancellation Claims**
If the recruiting agent's license is cancelled by MEA, any services provided after that date are not covered.
7. **Any claim before the issuance of license by MEA**
Coverage under this policy shall be only subject to the issuance of license by MEA. Any claim on account of the services provided before the issuance of license shall not be covered under the policy.

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 Us, 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, which be as mentioned in the Policy Schedule, after expiry of the Surety Period, on account of services provided by Recruiting Agent during the Surety Period. The extended claim reporting period will be applicable in case of non-renewal of policy.

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 Compensation to the beneficiary as per the directives of MEA 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:

- i. For Compensation to be made under this Policy,
 - a. MEA/Surety Debtor shall forthwith give notice in writing to Us with full particulars along with the final order of the MEA.
 - b. We will pay the Compensation as per the directives of MEA within 15 calendar days of receipt of complete documentation.
- ii. In case the claims are covered under Pravasi Bharatiya Bima Yojana (PBBY), no separate payments to be made, unless specified by the Ministry. Such claims will be settled by the Insurance Company that has issued the PBBY Policy.

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**Cancellation by You**

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, provided there is no claim made during the policy period:

- i. For Annual Policy: refund proportion premium for unexpired policy period, if the term of the policy is upto one year.
- ii. For Long Term Policies: refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

Please note that if any other specific cancellation condition is mutually agreed between You and Us, same will be mentioned in the Policy Schedule. In such circumstances, the cancellation condition mentioned in the policy schedule will prevail.

Cancellation by Us

The Surety Insurance would be non-cancellable by Us except on the grounds of established fraud or for Non-payment of premium and/or Recruiting Agency License cancellation by MEA. There would be no refund of premium in such a case of cancellation due to established fraud or if the license has been cancelled by MEA.

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 or any specific condition / sanction mentioned in the Policy Schedule.

CUSTOMER GRIEVANCE REDRESSAL POLICY

We are committed to extend the best possible services to its customers. However, if **You** are not satisfied with **Our** services and wish to lodge a complaint, please feel free to call **Our** 24X7 Toll free number 1800-258-5956 or **You** may email to the customer service desk at hello@godigit.com. After investigating the matter internally and subsequent closure, **We** will send **Our** response.

Email: grievance@godigit.com

For further information, please refer the below link,

<https://www.godigit.com/claim/grievance-redressal-procedure>

The policyholder or the claimant also has the option to register the complaint on-line at IRDAI's Bima Bharosa by visiting <https://bimabharosa.irdai.gov.in/>

If **You** do not get a satisfactory response from **Us** and **You** wish to pursue other avenues for redressal of grievances, **You** may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Address and contact number of Council For Insurance Ombudsman

Sl. No	Office of Insurance Ombudsman	Address	Email	Landline NOs.
1	AHMEDABAD	Jeevan Prakash 6th floor Near S.V. College Relief Road Tilak Marg Ahmedabad- 380 001. Gujarat	E-mail: oio.ahmedabad@cioins.co.in	079-25501201, 079-25501202

2	BENGALURU	Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor. No. 19/19 24th Main Rd. 1st Phase J.P. Nagar Bengaluru- 560 078.	Email: oio.bengaluru@cioins.co.in	080-26652048, 080-2665 2049
3	BHOPAL	UC of India Zonal Office Bldg. 1st Floor, South Wing, Jeevan Shikha, Opp. Gayatri Mandir 60-B Hoshangabad Road Bhopal-462 011	Email: oio.bhopal@cioins.ca.in	0755-2769201, 0755-2769202, 0755-2769203, 0755-2769200
4	BHUBANESWAR	62 Forest Park, Bhubaneswar PIN -751 009.	Email: oio.bhubaneswar@cioins.co.in	0674-2596455, 0674-2596429, 0674-2596003, 0674-2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor LIC of India Bldg, SCO 20-27 Sector 17-A. Chandigarh -160017	E-mail: oio.chandigarh@cioins.co.in	0172-2706468, 0172-2773101, 0172-2990938, 0172-2706196, 0172-2707468, 0172-2772101, 0172-2990942
6	CHENNAI	Fatima Akhtar Court, 4th fir 453 (old 312), Anna Salai Tevnampet. Chennai 600018	E-mail: oio.chennai@cioins.co.in	044-24333668, 044-24333678
7	DELHI	2/2 A 1st Floor. Universal Ins. Buildina. Asaf Ali Road New Delhi- 110002.	Email : oio.delhi@cioins.co.in	011-46013992
8	GUWAHATI	Jeevan Nivesh Bldg. 5th Floor Near Pan Bazar S.S. Road Guwahati-781001	E-mail: oio.auwahati@cioins.co.in	0361-2631307, 0361-2632204 0361-2732937, 0361-2632205
9	HYDERABAD	6-2-46 1st Floor Moin Court Lane Opp. Hyundai Showroom A. C. Guards. Lakdi-ka-pool, Hyderabad 500004	E-mail: oio.hvderabad@cioins.co.in	040-23376991, 040-23312122 040-23376599, 040-23328709
10	JAIPUR	Jeevan Nidhi II, Ground Floor Bhawani Singh Road Ambedkar Circle Jaipur -302005.	E-mail: oio.jaipur@cioins.co.in	0141-2740363
11	KOCHI	10th Floor LIC Bldg, Jeevan Prakash OPP Maharai College Ground M.G. Road, Ernakulam Kochi- 682011	E-mail: oio.ernakulam@cioins.co.in	0484-2358759, 0484-2358734, 0484-2358336
12	KOLKATA	7th Floor of Hindustan Building (Annex). 4 CR Avenue Kolkata-700072	E-mail: oio.kolkata@cioins.co.in	033-22124339, 033-22124341
13	LUCKNOW	Jeevan Bhavan Phase II, 6th Floor Nawal Kishore Road, Hazratgani, Lucknow- 226001,	E-mail: oio.lucknow@cioins.co.in	0522-4002082
14	MUMBAI	3rd Floor, Jeevan Seva Annexe, S.V.Road Santacruz West Mumbai-400 054.	E-mail: oio.mumbai@cioins.co.in	022-69038800, 022-69038827 /8829, 022-69038831/8832
15	NOIDA	Bhagwan Sahai Palace 4th fir, Main Road Nava Bans Sector 15 Noida-201301	E-mail: oio.noida@cioins.co.in	0120- 2514252, 0120-2514253, 0120-4027589
16	PATNA	2nd Floor Lalit Bhawan Bailey Road. Patna- 800001	E-mail: oio.patna@cioins.co.in	061-22547067, 061-22547068
17	PUNE	3rd Floor Jeevan Darshan -LIC of India Bldg N.C. Kelkar Road Narayan Peth Pune- 411030.	Email: oio.pune@cioins.co.in	020-24471175
18	THANE	2nd Floor Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West), Thane - 400604	Email: oio.thane@cioins.co.in	022-20812868, 022-20812869

Note: COUNCIL FOR INSURANCE OMBUDSMAN ,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.Tel.: 022 – 69038801/03/04/05/06/07/08/09 Email: inscoun@cioins.co.in

For updated details of Ombudsman details, request to please check Council of Insurance Ombudsmen website available on <https://www.cioins.co.in/Ombudsman>