

Kshema Surety Bond Insurance

Policy Wordings

WHEREAS the Insured named in the Schedule hereto by a proposal and declaration, which shall be the basis of this contract and is deemed to be incorporated herein has applied to **KSHEMA GENERAL INSURANCE COMPANY LIMITED** (hereinafter called the “Company” or “Surety Insurer”) for the insurance hereinafter contained and has paid the premium as consideration for such Insurance, we, the Surety Insurer undertakes to pay to the Creditor in the event of Default of Principal Debtor (hereinafter called the Insured), subject always to the terms and conditions of this Surety Bond as agreed by Surety Insurer and the Principal Debtor.

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. Bid Documents

“Bid Documents” means the documents noted in the schedule and including any and all documents in relation to the issuance of the tender by the Creditor, submissions of proposals by the Principal Debtor, subsequent acceptance of Bid and includes all communications between the Principal Debtor and the Creditor till the time of execution of Contract.

2. Bond Value

“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.

3. Bond Period

“Bond Period” means the period specified in the Schedule, during which the Surety Bond is in force, unless terminated as per terms mentioned in termination clause.

4. Contract

“Contract” means the agreement between the Principal Debtor and the Creditor that would be executed following acceptance of the bid of the Principal Debtor and it fulfilling the conditions required in the Bid Documents.

5. Contract Currency

“Contract Currency” means the currency in Indian Rupees as specified in Schedule.

6. Contract Value

“Contract Value” means the total value of the underlying Contract, for which bids have been invited specified in the Schedule.

7. Creditor

“Creditor” means Obligee or Beneficiary named in the Schedule, its successors and assignees, to whom the guarantee under this Surety Bond is given.

8. Default

“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.

9. Deed of Indemnity

Kshema Surety Bond Insurance

UIN: IRDAN162CPSU0023V01202526

“Deed 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.

10. Principal Debtor/Insured

“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.

11. Schedule

“Schedule” means the Policy 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 the subject.

12. Site

“Site” means the geographical location specified in the Schedule where the Works in relation to the Contract are carried out.

13. Security Bond

“Security Bond” means (i) in relation to the rights and obligations between the Surety Insurer and the Creditor where Bid Security Bond policy document contains 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 Bid Security Bond policy document containing the terms and conditions, the Annexures to these terms and conditions, Policy, Proposal Form, , 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.

14. Surety Insurer/Insurer/We/Our/Us/Company

“Surety Insurer/Insurer/We/Our/Us/Company” Kshema General Insurance Limited.

15. Works

“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.

B) COVERAGE

There are 4 options available under this Policy, and it is mandatory to opt one of them.

1. Bid Bond
2. Advance Payment Bond
3. Performance Bond
4. Retention Money Bond

C) 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 Principal Debtor fail to fulfil or comply with all or

Kshema Surety Bond Insurance

UIN: IRDAN162CPSU0023V01202526

any of the terms and conditions contained in the Bidding document. The total amount payable on the occurrence of such **Principal Debtor** failure, at all times, shall be limited to the value of the **Surety Bond**, and subject always to the terms and conditions of this **Surety Bond** and the **General Agreement of Indemnity**.

1. The Surety Insurer's liability shall be to the extent of the total outstanding balance amount under the 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.
2. This Surety Bond will be valid from the date on which it is issued, until the earliest of (i) the completion of the Bond Period specified in the Schedule or (ii) 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. It is hereby agreed and understood that
 - a) The Surety Insurer's obligation under this Surety Bond is restricted to the payment of the "Bond Value" as defined in the Policy Schedule
 - b) The Principal Debtor shall use all measures to prevent and minimize the loss under this Surety Bond.

D) EXCLUSIONS

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.

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.
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.
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. 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.
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.
6. Non performance or non-fulfilment of the terms and conditions of the Contract arising out of or due to delay in payment of outstanding or receivables due to the Principal Debtor by the Creditor.
7. Any Third party loss not part of the Contract and any price fluctuation.

E) CLAIM PROCESS

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.

KSHEMA GENERAL INSURANCE LIMITED

Kshema Surety Bond Insurance

UIN: IRDAN162CPSU0023V01202526

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 (q) for each alleged Default would be applicable before a claim, legitimate or otherwise, can be raised under this Surety Bond.
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 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 (q) 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.
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 (q), 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 (q), of receipt of the last necessary documentation.
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. 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.

KSHEMA GENERAL INSURANCE LIMITED

Kshema Surety Bond Insurance

UIN: IRDAN162CPSU0023V01202526

F) 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.

1. **Currency:** The payment under this Surety Bond shall be made in the Indian rupees.
2. **Fraud/Misrepresentation:** The 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.
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 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.
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.
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. **Surety Insurer** must be notified with 10 days and 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 or at least ask for additional collaterals or guarantees.
7. This **Surety Bond** is neither negotiable nor assignable/transferable and shall expire in terms of "C (2)" above. After which no claims will be considered or payable by the Surety Insurer. The original copy of the Surety Bond shall be returned to the Surety Insurer after it has expired.
8. This **Surety Bond** with the written demand(s) made as per the Claim Process Section, shall be regarded as a document acknowledging a fixed and determinate liability for the purpose of obtaining a court order.
9. **Law:** Surety Bond shall be governed by and is construed in accordance with Indian Law in all respects and the exclusive jurisdiction of Indian Court in respect of any matter relating to or arising out of this agreement.
10. **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.

KSHEMA GENERAL INSURANCE LIMITED

Kshema Surety Bond Insurance

UIN: IRDAN162CPSU0023V01202526

11. **Cancellation:** Policy can be cancelled by insured/Principal Debtor on request, however there will be no refund of premium.

G) Grievance Redressal

- a) For resolution of any query or grievance, you may contact the Policy issuing office or email Us at customer.support@kshema.co or through Kshema Application or write to Us at Grievance Redressal Officer, KSHEMA GENERAL INSURANCE LIMITED, Regd. Office #413, 4th Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad, Telangana, India- 500016
- b) If You are not satisfied with the resolution provided, you may escalate to our Nodal Desk E-mail gro@kshema.co or can write to us at the sub section "Grievance Redressal" on our website www.kshema.co (Customer Support section).
- c) In case Your complaint is not fully addressed by Us, you may use the Bima Bharosa, a Grievance Redressal Portal of IRDAI (Bima Bharosa) for escalating the complaint to IRDAI. Through Bima Bharosa You can register Your complaint online and track its status. For registration, please visit Website <https://bimabharosa.irdai.gov.in/>
- d) If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance at <https://bimabharosa.irdai.gov.in/> Details of the Ombudsman are mentioned below.

Contact details of Insurance Ombudsman Offices in India:

The contact details of the Insurance Ombudsman offices are as below-

S.N o.	Loca tion	Name of Ombuds man	Designation	Office of the Insurance Ombudsman,	Jurisdiction	Teleph one No.	Email
1.	AHMED ABAD	Shri k. Vinayak Rao	Insurance Ombudsman	Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001.	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	079 - 25501 201/02	<a href="mailto:gio.ah
meda
bad@
cioins.
co.in">gio.ah meda bad@ cioins. co.in
2.	BENGA LURU	Ms Neerja Kapur	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.	Karnataka	080 - 26652 048 / 26652 049	<a href="mailto:gio.be
ngalur
u@cioi
ns.co.i
n">gio.be ngalur u@cioi ns.co.i n
3.	BHOPA L	Shri Ajay Kumar	Insurance Ombudsman	1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal – 462 011.	Madhya Pradesh, Chhattisgarh.	0755 - 27692 01 / 27692 02 / 27692 03	<a href="mailto:gio.bh
opal@
cioins.
co.in">gio.bh opal@ cioins. co.in
4.	BHUBA NESWA R	Shri Rash mi Raman	Insurance Ombudsman	62, Forest park, Bhubaneswar – 751 009.	Odisha	0674 - 25964 61 /25964	<a href="mailto:gio.bh
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co.in">gio.bh ubane swar@ cioins. co.in

KSHEMA GENERAL INSURANCE LIMITED

Kshema Surety Bond Insurance

UIN: IRDAN162CPSU0023V01202526

		Singh				55/259 6429/2 59600 3	co.in
5.	CHANDI GARH	Ms Alka Jha	Insurance Ombudsman	Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017.	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladak h & Chandigarh.	0172- 27064 68	gio.ch andiga rh@cio ins.co.in
6.	CHENN AI	Shri. K.Vinayak Rao	Insurance Ombudsman	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.	Tamil Nadu, PuducherryTo wn and Karaikal (which are part of Puducherry).	044 - 24333 668 / 24333 678	gio.ch ennai @cio ins.co.in
7.	DELHI	Shri Mukhmeet Singh Bhatia	Insurance Ombudsman	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.	011 - 46013 992/23 21350 4/2323 2481	gio.del hi@cio ins.co.in
8.	GUWAH ATI	Shri. Ajay Kumar Sharma	Insurance Ombudsman	Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM).	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	0361 - 26322 04 / 26022 05 / 26313 07	gio.gu wahati @cio ins.co.in
9.	HYDER ABAD	Ms G Shobha Reddy	Insurance Ombudsman	6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace,A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.	Andhra Pradesh, Telangana, Yanam and part of Union	040 - 23312 122 / 23376 991 / 23376	gio.hy derab ad@cio ins.co.in

KSHEMA GENERAL INSURANCE LIMITED

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Kshema Surety Bond Insurance

UIN: IRDAN162CPSU0023V01202526

					Territory of Puducherry.	599 / 23328 709 / 23325 325	
10.	JAIPUR	Shri Satyajeet Rajan	Insurance Ombudsman	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Rajasthan	0141 – 27403 63	gio.jai.pur@cioins.co.in
11.	KOCHI	Shri Pradeep Kumar Jain	Insurance Ombudsman	10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College Ground,M.G.Road, Kochi - 682 011.	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.	0484 – 23587 59	gio.er.nakulam@cioins.co.in
12.	KOLKATA	Ms. Manju Bagga	Insurance Ombudsman	Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	West Bengal, Sikkim, Andaman & Nicobar Islands.	033 - 22124 339 / 22124 341	gio.kol kata@cioins.co.in
13.	LUCKNOW	Shri Sanjai Singh	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, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahrach, Barabanki, Raebareli, Sravasti, Gonda,	0522 - 40020 82 / 35006 13	gio.lucknow@cioins.co.in

KSHEMA GENERAL INSURANCE LIMITED

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Kshema Surety Bond Insurance

UIN: IRDAN162CPSU0023V01202526

					Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, , Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	
14.	MUMBAI	Ms Sarojini S Dikhale	Insurance Ombudsman	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N , S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.	022 - 69038 800/27 /29/31 /32/33 gio.mumbai@cioins.co.in
15.	NOIDA	Shri Rajiv Talwar	Insurance Ombudsman	Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301.	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,	0120- 25142 52 / 25142 53 gio.noida@cioins.co.in

KSHEMA GENERAL INSURANCE LIMITED

Kshema Surety Bond Insurance

UIN: IRDAN162CPSU0023V01202526

					Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.		
16.	PATNA	Shri Inderjeet Singh	Insurance Ombudsman	2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001.	Bihar, Jharkhand.	0612- 25470 68	gio.patna@coins.co.in
17.	PUNE	Ms. Rachna Khare	Insurance Ombudsman	Jeevan Darshan Bldg., 3rd Floor, C.T.S. No's. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region	020- 24471 175	gio.pune@coins.co.in
18.	THANE	Shri Umesh Sinha	Insurance Ombudsman	2nd Floor, Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West)- 400604	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai , M/East, M/West, N, S and T."	022- 20812 868/69	gio.thane@coins.co.in

*Note: As the above ombudsmen contact details may change from time to time, we suggest you to refer the <https://www.cioins.co.in> for an updated list

KSHEMA GENERAL INSURANCE LIMITED

Kshema Surety Bond Insurance

UIN: IRDAN162CPSU0023V01202526

Information about Us

Kshema General Insurance Ltd.

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