

## ***FIDELITY GUARANTEE POLICY***

### **GENERAL CONDITIONS**

This agreement and the schedule shall be read together and any word or expression to which a specific meaning has been attached in either shall bear such meaning wherever it may appear.

Whereas the Employer by the proposal which shall be the basis of and incorporated in this contract has applied to the Company for this guarantee and has paid or agreed to pay the premium.

Now this agreement witnesses that subject to the terms contained herein or endorsed hereon the Company will indemnify the Employer against all direct pecuniary loss which the Employer shall sustain by any act or fraud or dishonesty committed by any employee in connection with such employee's occupation during any period of guarantee after the commencement date applicable to such employee and discovered during the currency or within six months of the expiry of this agreement or the termination of the employment whichever shall first happen.

The liability of the Company during the currency of this agreement and within six months of the expiry hereof shall not in respect of any employees the exceed the specific limit of guarantee nor in respect of all employees the aggregate limit of guarantee.

### **INTERPRETATION :**

For the purpose of this agreement proposal shall mean any signed for and declaration and any information in connection with this guarantee supplied by or on behalf of the employer in addition thereto or in substitution therefore.

### **CONDITIONS:**

- 1- On the discovery of any act default or circumstances which may give rise to a claim the Employer shall:
  - Forthwith give written to the Company.
  - Immediately take all steps to prevent further loss.
  - Supply at the request of and free of expense to the Company all such proof information and other evidence relating to the claim as the Company may require.
  
- 2- Any money of the Employee in the hands of the Employer and any which but for the Employee dishonesty would have been due to the Employee for the Employer shall be deducted from the Amount otherwise payable under this agreement the Employer and the Company shall share any other recovery (excluding insurance & reinsurance and any counter-security taken by the Company) made by either on account of any loss in the proportion that the amount of the loss borne by each bears to the total amount of the loss.
  
- 3- The Employer shall whether the Company's liability hereunder shall have been ascertained or not given all reasonable assistance to enable the Company to obtain by legal proceeding or otherwise the reimbursement of any loss by the Employee or by the Employee's estate or from any other source.

- 4- Unless the Company by advised and its written approval be obtained the Company shall not be liable hereunder in the event of any change in the nature of the business of the employer or in the duties and conditions of service of Employee or if the remuneration of the Employee be reduced or its basis altered or if the precaution stated by the Employer with regard to accounting be not duly observed or if the Employer shall continue to entrust the Employee with money or goods after having knowledge of any material fact bearing on the honesty of the Employee.
- 5- If any part of the premium or renewal premium is based on estimates furnished by the Employer shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record the Employer shall within one month after the expiry of each period of guarantee furnish such information as the Company may require the premium or renewal premium shall thereupon be adjusted and the difference paid by or allowed to the Employer.
- 6- If the Employer is or shall hereafter be otherwise secured or insured against loss to which this agreement relates the Company shall not pay more than its ratable proportion of the loss.
- 7- The Company may cancel this policy by sending seven day's notice to the insured's last known address the insured shall thereupon become entitled to a proportionate return of premium.
- 8- If any difference shall arise as to the amount to be paid under this agreement (liability being otherwise admitted) such different shall be referred to arbitration in accordance with the laws in force in the territory in which this agreement is issued. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.
- 9- The due observance and fulfillment of the terms of this agreement so far they relate to anything to be done or compiled with by the Employer and the truth of the proposal shall be condition precedent to any liability of the Company to make any payment hereunder.
- 10- This insurance shall not commence until the premium has been actually paid to and accepted by the Company's official acceptance letter or policy has been issued; And no payment in respect of any premium be deemed to be payment to the Company unless a printed form or receipt signed by an official or duly authorized representative of the Company shall have been issued therefore.
- 11- It is hereby declared and agreed that this Company does not assume any liability or loss and/or damage direct/indirectly arising out of the use of explosives, terms, fire, arms, any war weapon, military and militia activities, the onus of proof that loss is not as a result of the foregoing shall be upon the Assured.

**THE INSURED**

**FOR THE COMPANY**