

Fidelity Insurance **Policy**

Important Information

Please read and keep safe

Introduction

Your Policy and Schedule

Here is your new Fidelity Policy. It is broadly divided into two parts:

The Policy Booklet – containing the terms of the Aviva Fidelity Policy

The Policy Schedule – containing information particular to your insurance protection.

May we please ask you to examine both to make sure that they give you protection according to your present needs. Almost certainly these needs will change. If they do, please let us know – your policy is designed for easy amendment or extension.

The Law Applicable to the Contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, Aviva Insurance Ireland DAC, and you, the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The Insurer with which your contract will be concluded is Aviva Insurance Ireland DAC which is established in Ireland.

Complaints procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible.

If you arranged your policy cover through an intermediary or broker then you should initially direct your complaint to them. If the complaint is not resolved to your satisfaction you can contact Aviva Insurance Ireland DAC at 1800 666 555.

You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651 or you can contact:

- **Insurance Ireland** at Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.
Phone: 01 676 1914
Fax: 01 676 1943
E-mail: iis@insuranceireland.eu
Website: www.insuranceireland.eu
- **Financial Services and Pensions Ombudsman**,
Lincoln House, Lincoln Place, Dublin 2, D02 VH29
Phone: 01 567 7000
E-mail: info@fspo.ie
Website: www.fspo.ie

You will not lose your right to take legal action if you contact either of the above.

Risks located in the UK

Where applicable, where insurance cover is provided under this Policy in respect of risks established or located in the United Kingdom [notified to and accepted by the Company], the insurance cover in respect of those risks will be provided through the Company's branch in the United Kingdom.

Insurance Act 1936

All monies which become payable by the Company under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Cooling Off Period

If the Insured cancels their Policy within 14 working days from the start date of the policy (the "Cooling Off Period"), the Company will refund their premium for the period of insurance remaining.

If the Insured cancels the Policy after the Cooling Off Period, please refer to Condition 12 Cancellation of this Policy for terms and conditions.



Aviva Insurance Ireland DAC

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.

A private company limited by shares.
Registered in Ireland No. 605769.

Registered Office: One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651.

COVER

This Policy is applicable to the Employees specified in the Schedule

The Company will indemnify the Insured during the Period of Insurance against direct loss of money or goods belonging to them or for which they are legally responsible arising solely and directly from a deliberate act or acts of fraud or dishonesty committed by any of the Employees (who must be identified by name) with the clear intention of making and which result in improper financial gain for themselves or for any other person or organisation and which

(a) occur during the continuance of this Policy and during uninterrupted service with the Insured and effective from the Commencement Date shown in the Schedule

and are

(b) discovered

1 during the continuance of this Policy

or

2 within two years of

(i) termination of the Policy

or

(ii) the Employee ceasing to be included in the Policy whichever shall happen first

Salary fees commissions and other employees benefits including salary increases and promotions shall not constitute improper financial gain

AUDITORS FEES

This Policy extends to include in addition to the Specific Limit of Indemnity the cost of any special professional audit necessarily incurred with the written consent of the Company solely to formulate the amount of loss

PREVIOUS INSURANCE

This Policy extends to include all such loss sustained by the Insured by any act of fraud or dishonesty committed by any of the Employees which would have been covered by any insurance in force immediately preceding the issue of this Policy but is not recoverable solely because the time allowed for discovery under such preceding insurance has expired

Provided that

(i) such preceding insurance had been in force continuously from the time of loss until inception of this Policy

(ii) the loss would have been covered by this Policy had it been in force at the time of the loss

(iii) the total liability of the Company under this Policy shall not exceed whichever is the lesser of

(a) the amount recoverable under the preceding insurance at the time of the loss or

(b) the Specific Limit of Indemnity and Aggregate Limit of Indemnity under this Policy

DEFINITIONS

Employee

1 shall mean

(a) any person (including any director of the Insured whose shareholding does not at any time exceed 5% of the issued share capital of the Insured) working for the Insured in connection with the Business under a contract of service or apprenticeship with the Insured and who is remunerated for such service wholly or mainly by salary or wages

(b) any person undergoing training under any Government approved training scheme under the control of the Insured

and who is either named or in a category shown under the heading of the Employees in the Schedule

Any One Claim

2 shall mean all acts of fraud or dishonesty committed by any one Employee or Employees acting in collusion during the continuance of this Policy

Acting in Collusion

3 shall mean all circumstances where two or more Employees are involved or implicated together or assist each other materially in committing acts of fraud or dishonesty

Specific Limit of Indemnity

4 shall mean the Company's total liability for Any One Claim in respect of the Employees or category of Employees as described in the Schedule

Aggregate Limit of Indemnity

5 shall mean the Company's total liability for all claims in respect of all Employees or category of Employees as described in the Schedule

Period of Insurance

6 shall mean the period from the Commencement Date in the Schedule to the date immediately prior to the Renewal Date and any subsequent period for which the Insured has paid or agreed to pay and the Company has accepted or agreed to accept the premium

LIMITS OF LIABILITY

A The Company's liability shall not exceed in respect of

(i) Any One Claim – the Specific Limit of Indemnity

(ii) All Claims – the Aggregate Limit of Indemnity

and shall not be accumulated or increased by reason of this Policy or any policy issued in substitution continuing in force for any subsequent period beyond the initial Period of Insurance

B Immediately following the discovery of an act of fraud or dishonesty committed by any of the Employees the Company shall not be liable for any losses arising from further acts of fraud or dishonesty by such Employee or Employees

REINSTATEMENT

The Aggregate Limit of Indemnity shall be reduced by any sum or sums paid and/or payable by the Company to the Insured at any time during the continuance of this Policy or any policy issued in substitution

However the Company agrees upon notification of a claim to reinstate the Aggregate Limit of Indemnity by any sum or sums paid and payable by the Company to the Insured for all Employees not the subject of such claim Such reinstated amount shall apply only to acts of fraud or dishonesty committed after the date of such notification The Insured agrees to pay an appropriate additional premium calculated on the reinstated amount

EXCEPTIONS

The Company shall not be liable for

Insured's Retention

- 1 the amount stated in the Schedule as the Insured's Retention In the event of a loss for which the Company is liable under this Policy exceeding the Specific Limit of Indemnity the liability of the Company will be the Specific Limit of Indemnity less the sum stated in the Schedule as the Insured's Retention

Consequential Loss

- 2 loss of interest loss of profits or any kind of consequential loss

Territorial Limits

- 3 any loss arising elsewhere than in Ireland the United Kingdom the Isle of Man and the Channel Islands

CONDITIONS

Interpretation

- 1 The Policy Booklet and Policy Schedule and any endorsement hereon shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Booklet or of the Schedule shall bear such specific meaning wherever it may appear

Observance of conditions

- 2 The obligation of the Company to make any payment under this Policy is conditional upon
 - (a) the answers in any proposal, statement of fact, declaration and any other document provided by the Insured to the Company for this insurance being true and complete to the best of the knowledge and belief of the Insured and such proposal, statement of fact, declaration and any other document provided by the Insured to the Company shall be part of this contract and is deemed to be incorporated herein
 - (b) the Insured or any other person on whose behalf payment is claimed observing the terms and conditions of this Policy in so far as they apply
 - (c) the due observance and fulfillment of the terms provisions and conditions so far as they relate to anything to be done or complied with by the Insured.

Supervision and Reference Procedure

- 3 The proposal and declaration together with any relevant correspondence all signed by or on behalf of the Insured shall be incorporated into and form part of this contract and unless the Company has consented in writing to any alteration the Company shall not be liable to make any payment if there shall be any non compliance with the Supervision and Reference Procedure as stated in the said proposal relevant correspondence and the Schedule to this Policy

Claims – Action by Insured – Control of Claims

- 4 **(a) Notice of Fraud or Dishonesty and Proof of Claim**
 - (i) Notice in writing must be given to the Company by the Insured within seven days after discovery of any act of fraud or dishonesty by any of the Employees or any reasonable cause for suspicion thereof or of any circumstances whatsoever which may give rise to a claim under this Policy
 - (ii) Within three months thereafter the Insured must supply to the Company at their own expense (except as otherwise provided by this policy) full details in writing of the claim and all such proof of the correctness of such claim as the Company may require

(b) Reimbursement

The Insured shall give all information and assistance to enable the Company to sue for and obtain reimbursement of any monies which the Company shall have paid or become liable to pay under this Policy and the Company shall be entitled if it so wishes to take over and conduct in the name of the Insured all claims and rights of action of the Insured in respect of any act giving rise to a claim under this Policy

Deduction from Loss

- 5 All monies which but for the fraud or dishonesty of the Employee would become payable to him/her by the Insured and any monies recovered from the Employee by the Insured shall be deducted from the loss

Recoveries

- 6 In the event of any loss covered by this Policy exceeding the Specific Limit of Indemnity or the Aggregate Limit of Indemnity and any recoveries excluding the actual cost of effecting the recovery shall accrue
- (a) firstly to the benefit of the Insured to reduce or eliminate the amount of the Insured's loss (but not the Insured's Retention)
 - (b) thereafter to the benefit of the Company to the extent of the claim paid or payable
 - (c) finally to the benefit of the Insured where the Insured's Retention had been deducted from the claim

Other Insurances

- 7 If at the time of any loss there be any other insurance covering the same loss the Company shall not pay more than its rateable proportion of any sums payable in respect of such loss

Arbitration

- 8 Any dispute between the Insured and the Company regarding the Company's liability in respect of a claim or the amount to be paid shall in default of agreement be referred within twelve months of the dispute arising to an Arbitrator appointed jointly by the Insured and the Company in agreement or failing agreement appointed by the President for the time being of the Law Society of Ireland and the decision of such Arbitrator shall be final and binding on both parties. If the dispute has not been referred to arbitration within the aforesaid twelve month period then the claim shall be deemed to have been abandoned and not recoverable thereafter

Fraud and Misrepresentation

- 9 The Insured may lose all benefit under this Policy if any claim is fraudulent in any way or if the Insured or anyone acting on their behalf has used any type of fraud relating to this insurance Policy (this includes exaggerating a claim, making a claim which is in any way false, or use of any false or stolen documents when making a claim).

The Insured may lose some or all benefit under this Policy if they have not answered all questions, which the Company have asked, honestly and with reasonable care (including any answers or information the Insured has provided to the Company that may have affected the Company's decision to provide cover or in calculating the Policy premium) or if the Insured has used any false or stolen documents in applying for the cover provided under this Policy.

In the event of any fraud relating to this insurance Policy the Company may cancel the Policy and retain the premium paid.

Change of Interest

- 10 The interest of the Insured under this Policy shall not be assignable except with the written consent of the Company

Premium Adjustment

- 11 If any part of the premium for this Policy has been calculated on the basis of any estimates provided by the Insured the Insured shall
- (a) keep an accurate record containing all relevant particulars
 - (b) at any reasonable time allow the Company to inspect relevant records
 - (c) within one month after the expiry of each Period of Insurance provide such information as the Company may reasonably require for that Period

in order that the premium can be calculated and the difference paid by or allowed to the Insured as the case may be

Cancellation

- 12 (i) The Company may cancel this Policy by sending 10 days' notice by registered post to the Insured at their last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.
- (ii) The Insured may cancel this Policy **after** the "Cooling Off Period" by giving the Company written notice and provided that there have been no:
- (a) claim(s) made under the policy for which the Company have made a payment
 - (b) claim(s) made under the policy which are still under consideration
 - (c) incident(s) which the Insured is aware of and are likely to give rise to a claim which has already been or is yet to be reported to the Company during the current Period of Insurance, the Company will refund to the Insured a proportionate part of the premium paid for the unexpired period.

For information on how to cancel within the "Cooling Off Period" please read page 1

Duty of Disclosure and Alteration of Risk

- 13 The Insured is under a duty to answer all questions, which the Company ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by the Insured to the Company for this insurance must be true and complete.

This is for the Insured's protection because, if the Insured does not give the Company all the information the Company needs, the policy may not provide the Insured with the cover the Insured needs, a claim may not be paid, the policy could be declared invalid and void or may be cancelled, and the Insured may encounter difficulty trying to purchase insurance elsewhere.

The Insured may lose all cover under this policy if, since the start date of the policy or the last renewal date (whichever is the latest), there is a material change in the Insured's circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten) including but not limited to such changes relating to the Premises, the Business, the occupancy, the duties or the activities of the Insured.

If the Insured is not sure whether to tell the Company about a change in respect of the Insured's circumstances, the Insured should contact their broker immediately.

In addition, the Insured must tell the Company immediately about changes, that have not already been advised to the Company, relating;

- 1 to any accident, loss or claims made against the Insured in the last five years, and/or any claims currently outstanding/pending;
- 2 to any convictions, offences or prosecutions pending of any nature (for example, but not limited to, fraud, theft or handling stolen goods) that are not considered a 'spent conviction'* under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016,
- 3 to the Insured's business being wound up or carried on by a liquidator or receiver or permanently discontinued.

Additional Duty of Disclosure for Non-Consumer Customers PLEASE NOTE - IF THE INSURED IS NOT A CONSUMER (AS DEFINED BELOW) THE FOLLOWING DUTY ALSO APPLIES.

In addition to the above, the Insured must also tell the Company about **any other facts**, which are likely to affect whether the Company agrees to provide cover, or how the Company assess the risks proposed for insurance.

If the Insured is not sure whether they should tell the Company about something, they should tell the Company anyway. This is for the Insured's own protection because, if the Insured does not give the Company all the information the Company needs, the policy may not provide the Insured with the cover the Insured needs, a claim may not be paid, the policy may be declared invalid and void or may be cancelled, and the Insured may encounter difficulty trying to purchase insurance elsewhere.

Consumer Definition:

Consumer means a 'consumer' as defined by section 2(1) of the Financial Services and Pension Ombudsman Act 2017. For the avoidance of doubt, the definition of 'consumer' shall include:

- (i) a natural person, not acting in the course of business
- (ii) a sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, or
- (iii) an incorporated body that
 - (a) had an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, and
 - (b) is not a body corporate that is a member of a group of companies (within the meaning of section 8 of the Act of 2014) with a combined annual turnover (in the previous financial year (within the meaning of section 288 of the Act of 2014) of the group of companies), of greater than €3 million

* An individual is not required to disclose a spent conviction when supplying information on past convictions. To determine if a conviction is a 'spent conviction' under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016 please visit www.Irishstatutebook.ie

Mid Term Alterations

- 14 If you make an alteration to your policy and this results in a change of premium, we will not charge or refund any amount under €20



*For our joint protection, we may record and
monitor phone calls.*

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