

**Allianz Insurance Company Lanka Ltd.**  
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## FIDELITY GUARANTEE INSURANCE POLICY

Whereas the Insured named and carrying on the Business described in the Schedule has by a proposal, declaration and/or other particulars which the Insured has agreed which proposal and declaration together with any correspondence relative thereto signed by or behalf of the Insured shall be the basis of this contract and held to be incorporated herein has applied to ALLIANZ INSURANCE COMPANY LANKA LIMITED.

(Hereinafter called the Company) for the indemnity hereinafter contained, in consideration of the payment of the required Premium and subject to the terms and conditions contained herein or endorsed hereon, which are to be deemed conditions precedent to any liability on the part of the Company so far as they relate to anything to be done or complied with by the Insured. The Company agrees to indemnify the Insured for loss of money and/or goods which belong to the Insured or for which the Insured is responsible at law sustained by reason of any act of fraud or dishonesty committed by the Employee on or after the respective Commencement Date specified in the Schedule:

- (a) During the Period of Insurance, and
- (b) In the capacity and during the uninterrupted continuance of employment of such Employee with the Insured, and
- (c) in connection with the occupation of the Employee and discovered during the Period of Insurance or within six months after the expiry of this Policy or death of the Employee or the termination of Employee's services whichever shall first happen.

PROVIDED THAT,

- (a) not exceeding in respect of each of the Employee the Specific Amount of Guarantee and in the total Aggregate Limit of Guarantee described in the Schedule.
- (b) not more than one claim in respect of the same Employee shall be payable hereunder.
- (c) all money which the Employee would have been entitled to receive from the Insured but for the act of fraud or dishonesty shall be deducted from the amount of the loss before a claim is made under this Policy.

### Conditions

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
2. The Company shall not be liable to make any payment hereunder if the nature of the Business of the Insured or the

occupation or duties or conditions of service of any of the Employees covered under this Policy shall be changed or the remuneration of any of the Employees be reduced without the sanction of the Company, or if the precautions and checks for securing accuracy of the accounts mentioned in the said proposal and correspondence relative thereto shall not be duly observed.

3. The Company shall not be liable to pay any claim under this Policy for loss sustained by reason of any fraud or dishonesty by an Employee,
  - (a) Whom the Insured is unable to identify by name.
  - (b) Who is based outside the Democratic Socialist Republic of Sri Lanka.
4. It is a condition of this insurance that the Insured shall adopt a proper accounting system for regular maintenance of books of account with adequate checks and safeguards and due compliance of this requirement shall be a condition precedent to any liability of the Company to make any payment under this Policy.
5. If this Policy shall be Continued in force for more than one Period of Insurance or if any liability shall exist on the part of the Company under this Policy and also under any other Policy in respect of fraud or dishonesty of the Employee, the liability of the Company hereunder shall not exceed the Specific amount of Guarantee set against the name of such Employee in the Schedule or the amount guaranteed in respect of any number of Employees in collusion.
6. On the discovery of any occurrence, which may give rise to a claim under this Policy, the Insured shall inform the Police immediately.
7. Notice in writing must be given to the Company immediately after act of fraud or dishonesty on the part of any of the Employees or reasonable cause for suspicion thereof, or any improper conduct shall have come to the knowledge of the Insured or of any representative of the Insured to whom is entrusted the duty of superintendence over any of the Employees, and no amount shall be payable under this Policy in respect of that Employee by reason of any act committed after such knowledge shall have come to the Insured or his said representative.

Any claim under this Policy shall be made to the Company within 30 days after the date of such notice and the Insured shall deliver to the Company full details of the claim and shall furnish proof of the correctness of such claim as reasonably be required by the Company.

8. The Company shall, in case of any loss or possible loss to the Insured, be admitted at all reasonable times to examine into the circumstances of the loss and the Insured shall produce all books, accounts, receipts and documents relating to the loss or containing entries relating to the loss and if required so to do by the Company furnish copies or extracts from them and assist the Company in all possible manner to ascertain the loss.
9. The Company may at any time at its own expense take such steps as it may deem fit to obtain reimbursement from the Employee or the Employee's estate of any loss which the Company shall have paid or become liable to pay under this Policy and for this purpose may use the name of the Insured who shall as and when required give all necessary information and assistance to the Company.
10. All moneys cash securities, estate and effects of the Employee in respect of whom a claim is hereunder, which shall be received, possessed or in the hands of the Insured, shall be applied in reducing the amount of the liability of the Company, in priority to any other claim the Insured may have on such moneys, cash securities, estate of effects.
11. The Company shall not be liable to pay or contribute more than its rateable proportion if the Insured shall at the time of discovery of any loss be guaranteed by any other person, society or company or hold any other security against such loss as is hereby guaranteed.
12. The Insured shall if and when required by the Company but at the expenses of the insured if a conviction be obtained use all diligence in prosecuting to conviction any Employee for any act of fraud or dishonesty in respect of which a claim shall have been made under this Policy.
13. The amount of any loss paid hereunder shall be reinstated as from the date of discovery of the act of fraud or dishonesty causing such loss by payment of the appropriate premium by the Insured.
14. The Company may cancel this Policy by sending seven days notice by registered letter to the Insured at his last known address and in such event the Company shall return a proportionate part of the premium corresponding to the un-expired period.
15. If the claim is in any respect fraudulent or if any false declaration be made or used in support thereof or if any fraudulent means, devices or documents be used by the Insured to obtain any benefit under this Policy and/or if the loss or damage be occasioned by the willful act or with the connivance of the Insured, all benefits under this Policy shall be forfeited.
16. All differences arising out of this policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference, or if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party, in case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator, and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively and in the event of the death of an arbitrator or an umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be at the discretion of the arbitrator(s) or umpire making the award. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right or action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire on the dispute or difference shall be first obtained.
17. No payment in respect of any premium shall be deemed payment to the Company unless a printed form of receipt for the same signed by an authorized officer of the Company shall have been given to the Insured.

#### **Data Privacy & Protection**

The Insurer is strongly committed to conducting its business in full compliance, and in accordance with applicable Data Privacy protection laws and regulations. All privacy related matters are governed by Allianz Privacy Notice which is available on the Insurer's official website <https://www.allianz.lk/data-privacy-notice.html>. The said privacy notice explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Further, the Insurer is committed to keep your Personal Data only so long as necessary to fulfill the purposes for which the data was collected for or to fulfill legal obligations.

Definition:

**Personal Data** - means any information relating to an individual