



## FIDELITY GUARANTEE POLICY

**WHEREAS** the Insured (as Employer) named in the Schedule hereto has by a signed proposal and declaration which proposal and declaration together with any correspondence relative thereto signed by or on behalf of the Insured shall be the basis of this contract and be held as incorporated herein applied to the TATA AIG GENERAL INSURANCE COMPANY LIMITED (hereinafter called the Company) for the indemnity hereinafter contained.

**IN CONSIDERATION** of the payment of the First 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 all such Direct Financial Loss not exceeding the Amount of Guarantee as the Insured shall sustain by all acts of Fraud or Dishonesty committed by any of the Employed

- (a) during the Period of Indemnity and
- (b) during the uninterrupted continuance of employment of such Employed and
- (c) in connection with his occupation and discovered during the Period of Indemnity or within six months thereafter or within six months after the termination of such employment whichever shall happen first.

### CONDITIONS

1. The Company shall not be liable to make any payment hereunder if the nature of the Business of the Insured or the duties or conditions of service of any of the Employed shall be changed or the remuneration of any of the Employed 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.
2. If this Policy shall be continued in force for more than one Period of Indemnity 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 Employed the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of Periods of Indemnity and for any number of acts of fraud or dishonesty committed by the Employed shall not exceed the Amount of Guarantee set against the name of such Employed in the Schedule or the amount guaranteed under any other such Policy as aforesaid whichever is the greater.
3. Notice in writing shall be given to the Company within seven days after any act of fraud or dishonesty on the part of any of the Employed 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 Employed and no amount shall be payable under this Policy in respect of that Employed by reason of any act committed after such knowledge shall have come to the Insured or his said representative. Within three months after such notice the Insured shall deliver to the Company full details of his claim and shall furnish proof of the

### Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013  
24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: [customersupport@tata-aig.com](mailto:customersupport@tata-aig.com)  
Website: [www.tataaiginsurance.com](http://www.tataaiginsurance.com) IRDA of India Registration No: 108  
PID NO - 1715 CIN: U85110MH2000PLC128425



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4. The Company shall not be liable to make any payment hereunder if the nature of the Business of the Insured or the duties or conditions of service of any of the Employed shall be changed or the remuneration of any of the Employed 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.
5. If this Policy shall be continued in force for more than one Period of Indemnity 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 Employed the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of Periods of Indemnity and for any number of acts of fraud or dishonesty committed by the Employed shall not exceed the Amount of Guarantee set against the name of such Employed in the Schedule or the amount guaranteed under any other such Policy as aforesaid whichever is the greater.
6. Notice in writing shall be given to the Company within seven days after any act of fraud or dishonesty on the part of any of the Employed 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 Employed and no amount shall be payable under this Policy in respect of that Employed by reason of any act committed after such knowledge shall have come to the Insured or his said representative. Within three months after such notice the Insured shall deliver to the Company full details of his claim and shall furnish proof of the correctness of such claim. The Company shall not be liable to pay more than one claim in respect of any of the Employed. All books of the Insured or any Accountant's reports thereon shall be open to the inspection of the Company and the Insured shall give all information and assistance to enable the Company to sue for and obtain reimbursement by any one of the Employed or by his estate of any moneys which the Company shall have paid or become liable to pay under this Policy.
7. Any moneys of any one of the Employed in respect of whom a claim is made in the hands of the Insured and any moneys which but for any act of fraud or dishonesty committed by such one of the Employed would have been due to that Employed from the Insured shall be deducted from the amount of the loss before a claim is made under this Policy. The Insured and the Company shall share any other recovery (excluding insurance and reinsurance and any counter security taken by the Company) made by either on account of any loss in the proportions that the amount of the loss borne by each bears to the total amount of the loss.
8. In the event of an occurrence giving rise to a claim under this Policy the Insured shall immediately the same has come to his knowledge give notice thereof to the police and take all practicable steps towards the discovery and punishment of any guilty person and to trace and recover the property.
9. If a claim is made under this Policy and the Company rejects such claim, no suit or action of any kind against the Company for the recovery of such claim shall be sustained in any Court unless such suit or action shall be commenced within 12 months from the date of such rejection.

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10. The Company may at any time determine and cancel this Policy either wholly or in respect of any person or persons specified in the Schedule hereof by registered letter to the Insured at his place of business last known to the Company, provided that the Company shall in that event on demand return to the Insured a proportionate part of the premium corresponding to the unexpired term of the Policy.
11. The Insured shall if and when required by the Company but at the expense of the Company if a conviction be obtained use all diligence in prosecuting any of the persons employed to conviction for any criminal act which he shall have committed and in consequence of which a claim shall have been made under this Policy.
12. If at the time of any loss arising under this Policy there be any other subsisting guarantee or security in respect of the acts or defaults of the person or persons employed the Company shall not be liable to pay or contribute more than its rateable proportion of such loss.
13. The Company shall not be bound to notice or be affected by any notice of any trust charge or alienation relating to moneys payment under this Policy but the receipt of the Insured or his legal personal representatives shall in any event effectual discharge the Company.
14. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

## **DEFINITIONS**

### **Tata AIG General Insurance Company Limited**

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Employed

Employed shall mean either

- any employee named in the Schedule of the Insured

or

- all employees of the Insured occupying a position named in the Schedule.

Employee shall mean any person who has entered into a express contract of employment (other than employment of a temporary or casual nature) with the Insured. Employee shall not include any person with a proprietary or partnership interest of any nature in the Business of the Insured.

Period of Indemnity

(a)

In respect of named employees the dates shown in the Schedule as the Period of Insurance or in any subsequent amendatory endorsement thereto.

(b)

In respect of named positions from the date (but not prior to the inception date of the Period of Insurance shown in the Schedule) upon which the employee is engaged by the Insured in the position guaranteed up to the date of expiry of the Policy.

(c)

Any subsequent period for which the Insured shall pay and the Company shall agree to accept the renewal Premium.

**Direct Financial Loss**

Direct Financial Loss shall mean the loss of moneys and or stock at prime cost belonging to the Insured proved to have been criminally misappropriated and disposed of by the Employed excluding any consequential loss of any kind.

**Fraud or Dishonesty**

Fraud or Dishonesty shall mean the act of stealing misappropriation embezzlement or fraudulent conversion on the part of the Employed.

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**SECTION - Customer Grievance Redressal Procedure**

The Company is 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 1800-266-7780/022-66939500 (tolled) or **you** may email to the customer service desk at [customersupport@tata-aig.com](mailto:customersupport@tata-aig.com).

**Nodal Officer**

Please visit **our** website at [www.tataaiginsurance.in](http://www.tataaiginsurance.in) to know the contact details of the nodal officer for **your** servicing branch.

After investigating the grievance internally and subsequent closure, **We** will send **Our** response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, **We** will inform **you** of the same through an interim reply.

**Escalation Level 1**

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to [manager.customersupport@tata-aig.com](mailto:manager.customersupport@tata-aig.com). After investigating the matter internally and subsequent closure, **We** will send **Our** response within a period of 8 days from the date of receipt at this email id.

**Escalation Level 2**

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to the Head - Customer Services at [head.customerservices@tata-aig.com](mailto:head.customerservices@tata-aig.com). After examining the matter, **We** will send **you** our final response within a period of 7 days from the date of receipt of **your** complaint on this email id.

Within 30 days of lodging a complaint with **us**, 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.

Jurisdiction territory	Office of the Ombudsman
State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad - 380001. Tel : 079-25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a>
State of Karnataka.	24th Main Road, Jeevan Soudha Bldg, JP Nagar, 1st Phase, Bengaluru – 560 025. Tel.: 080-22222049/22222048 Fax: 080 - Email: <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a>
States of Madhya Pradesh and Chattisgarh.	2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@gbic.co.in">bimalokpal.bhopal@gbic.co.in</a>

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State of Orissa.	62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email : <a href="mailto:bimalokpal.bhubaneswar@gbic.co.in">bimalokpal.bhubaneswar@gbic.co.in</a>
States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	SCO No.101-103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706468/2772101 Fax : 0172-2708274 Email : <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a>
State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.: 044 - 24333668 / 24335284 Fax : 044-24333664 Email : <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a>
States of Delhi.	2/2 A, Universal Insurance Building, Asaf Ali Road, NEW DELHI-110 002. Tel.: 011-23234057/23232037 Fax : 011-23230858 Email : <a href="mailto:bimalokpal.delhi@gbic.co.in">bimalokpal.delhi@gbic.co.in</a>
States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	“Jeevan Nivesh”, 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax : 0361-2732937 Email : <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a>
States of Andhra Pradesh, Telangana and Union Territory of Yanam and a part of the Union Territory of Pondicherry.	6-2-46, 1 <sup>st</sup> Floor, Moin Court, A. C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040-23376599 Email : <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a>
State of Rajasthan	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Road, Jaipur - 302 005. Tel.: 0141-2740363 Fax: 0141 - Email : <a href="mailto:bimalokpal.jaipur@gbic.co.in">bimalokpal.jaipur@gbic.co.in</a>
State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.	2nd Floor, CC 27/2603, Pulinat Bldg., M. G. Road, ERNAKULAM-682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email : <a href="mailto:bimalokpal.ernakulam@gbic.co.in">bimalokpal.ernakulam@gbic.co.in</a>
States of West Bengal, Sikkim and Union Territories of Andaman and Nicobar Islands.	Hindustan Building. Annexe, 4 <sup>th</sup> Floor, C.R. Avenue, Kolkatta – 700 072. Tel.: 033 - 22124339 / 22124346 Fax : 033 - 22124341 Email : <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a>
Districts of Uttar Pradesh : Laitpur, Jhasi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar	Jeevan Bhawan, Phase-2, 6 <sup>th</sup> Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email : <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a>

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Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel.: 022-26106960/26106552 Fax: 022 - 26106052 Email : <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a>
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	3 <sup>rd</sup> Floor, Jeevan Darshan, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-32341320 Fax: 020 -2 Email : <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a>
State of Bihar and Jharkhand.	1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel No: 0612-2680952 Email: <a href="mailto:bimalokpal.patna@gbic.co.in">bimalokpal.patna@gbic.co.in</a>
State of Uttaranchal and the following Districts of Uttar Pradesh : Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghazaiabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur	Bhagwan Sahai Palace , 4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, Noida. NOIDA – 201301 Tel: 0120-2514250/51/53 Email: <a href="mailto:bimalokpal.noida@gbic.co.in">bimalokpal.noida@gbic.co.in</a>

This Policy is subject to IRDAI (Protection of Policyholder's Interests) Regulation, 2017.

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