

Bond Application Form (Registered Company)

Please answer ALL questions in BLOCK CAPITALS

Application to Aviva Insurance Ireland DAC (the "Surety") for a bond as required under section 137 (1) of the Companies Act and the Companies Act, 2014 (Bonding) Order, 2015.

Note: The insurer with which your contract will be conducted is Aviva Insurance Ireland DAC ("the Surety"). The insurance will not be in place until the proposal has been accepted by the Company. Please remember that you are under a duty to answer all questions, which we ask, honestly and with reasonable care. Please complete this proposal form in full, ensure you sign the declaration overleaf, and date the application form. Aviva Insurance Ireland DAC reserves the right to decline any proposal. A specimen of the bond normally issued will be supplied on request.

SPECIAL Note: For our joint protection, we may record and monitor phone calls.

Policy Number

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Details: please complete in CAPITAL LETTERS

Company Name			"Proposed Company"
Trading Address			
Telephone		Fax	
Email			
Designated Registered Office: (if different from above)			
Business Description		Operative Date for the Bond	/ /
Registration date:	/ /	Registered Number:	Year End:
To be logged at C.R.O. on			
Contact Person		Position	
Home Address			
Telephone		Fax	
Email			

FOR OFFICE USE ONLY

Period of insurance	FROM						
	TO						
Area/Branch							
Area/Branch Number							
Agency							
Agency No. & Chk Ltrs							

Details: please complete in CAPITAL LETTERS

Ultimate Parent Company (if applicable)		Country of Incorporation	
Registration Date	/ /	Certificate Number	
Director Responsible			
Address for Service			
Telephone		Fax	
Email			

I / We, _____ (Director / Secretary) of the Applicant Company hereby request that the Aviva Insurance Ireland DAC, issue on the Applicant Company's behalf a bond in respect of the Proposed Company as required under section 137 (1) of the Companies Act and the Companies Act, 2014 (Bonding) Order, 2015 (the "Revenue Bond").

In consideration of the Aviva Insurance Ireland DAC issuing the Revenue Bond, including any re-issue or amendment or renewal thereof I / we jointly and severally agree:

- (a) promptly on demand to indemnify and keep indemnified the Aviva Insurance Ireland DAC against any loss, damage or cost incurred by the Aviva Insurance Ireland DAC in connection with any and each claim whether actual prospective or contingent
- (b) that any demand in writing by the Aviva Insurance Ireland DAC upon me / us shall be deemed conclusive evidence of the fact and amount of my / our liability to the Aviva Insurance Ireland DAC as a debt due and payable; and
- (c) to grant to the Aviva Insurance Ireland DAC irrevocably the right to free access to all documents relating to my / our application for company registration on their written request.

I / We hereby confirm that none of the proposed directors, the company secretary or the shareholders has (i) any unspent convictions* in relation to indictable offences or (ii) been bankrupt or the subject of a voluntary arrangement, or has had a receiver appointed to any of his/her assets or (iii) been a director or shareholder of any company which, while that person was a director with an executive function or a shareholder or within 12 months after that person ceased to be a director with an executive function or a shareholder, had a receiver appointed or went into compulsory liquidation, creditors voluntary liquidation, administration or company voluntary arrangements or made any composition or arrangements with its creditors generally or with any class of its creditors or (iv) been a partner of any partnership, which while that person was a partner or within 12 months after that person ceased to be a partner, went into compulsory liquidation, administration or partnership voluntary arrangements or had a receiver appointed to any partnership asset or (v) had any public criticism by statutory or regulatory authorities (including recognised professional bodies) or been disqualified by a court from acting as a director or from acting in the management or conduct of affairs of any company.

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

Request for New/Replacement Bonds after the existing 2 year period has or before it expires

The bonds are for periods of 2 years and if a new bond is requested, please complete the following steps

Please provide/confirm the following:

- The previous/current bond/policy number (if not available please follow the full New Business process)
- CRO registered Company number
- Written confirmation that the companies tax affairs / annual returns are up to date and in order and that there are no known circumstances likely to give rise to a claim.
- Payment of Premium

We hereby agree to procure that the Proposed Company shall comply with all of its obligations pursuant to the Companies Acts, 1963 to 1999 and the Taxes Consolidation Act, 1997, as amended from time to time.

We hereby confirm that no company related by common ownership, management or control to the Proposed Company has ever had sums of money demanded by either the Revenue Commissioners or the Companies Registration Office or by an equivalent authority in a jurisdiction outside Ireland.

First Signatory

Name	
Signature	
Date	
Position in Proposed Company	
Director*/Corporate Secretary* DIRECTOR (Please specify) * Delete as applicable	

Second Signatory

Name	
Signature	
Date	
Position in Proposed Company	
Director*/Corporate Secretary* DIRECTOR (Please specify) * Delete as applicable	

Important

Your Duty - You are under a duty to answer all questions, which we ask, honestly and with reasonable care. The answers in this proposal form, declaration and any other document provided by you to us for this insurance must be true and complete. This is for your own protection because, if you do not give us all the information we need, your policy may not provide you with the cover you need, a claim may not be paid, the policy could be declared invalid and void or may be cancelled, and you may encounter difficulty trying to purchase insurance elsewhere.

Additional Duty of Disclosure for Non-Consumer Customers

PLEASE NOTE - IF YOU ARE NOT A CONSUMER (AS DEFINED BELOW) THE FOLLOWING DUTY ALSO APPLIES.

In addition to the above, you must also tell us about any other facts, which are likely to affect whether we agree to provide cover, or how we assess the risks proposed for insurance.

If you are not sure whether you should tell us about something, please tell us anyway. This is for your own protection because, if you do not give us all the information we need:-

- your policy may not provide you with the cover you need;
- a claim may not be paid;
- your policy could be declared invalid and void or may be cancelled;
- you may encounter difficulty trying to purchase insurance elsewhere, and
- you may breach the terms and conditions attaching to any loan.

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 had
 - (a) 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.

The law that applies to the contract - Under the relevant European and Irish laws, we Aviva Insurance Ireland DAC and you, the proposer, are free to choose the law that will apply to the contract. We propose that Irish law will apply to the contract. We, Aviva Insurance Ireland DAC, will provide the insurance under this policy.

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 cover through an intermediary or broker, please send your complaint to them. If your complaint is not sorted out to your satisfaction, please contact:

Aviva Insurance Ireland DAC at 1800 666 555.

You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, Cherrywood Business Park, Dublin, Ireland, D18 W2P5 or you can contact the following:

- **Insurance Ireland, 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.

ONLY SIGN THE FOLLOWING DECLARATION IF YOU FULLY UNDERSTAND, AND HAVE MET, ALL OF THE ABOVE REQUIREMENTS.

Declaration - I declare that:

- (1) the answers, which I have given in this proposal form are true, complete, and accurate,
 - (2) I have not, misrepresented or misstated any information.
- I acknowledge that the information I have provided in this proposal form will be used by Aviva to:
- (a) agree to provide me with a quotation for Bond (registered company),
 - (b) calculate my premium, and
 - (c) set the exceptions, terms, and conditions on which a future policy may be issued.

Signature of Proposer or Proposer's Agent:

Date: / /

Aviva Data Protection - Privacy Notice

1. Personal Information

The Data Controller responsible for this personal information is **Aviva Insurance Ireland DAC** ("We" "Us" "Our") as the underwriter of the product. Additional controllers include Your intermediary/broker who is responsible for the sale and distribution of the product and any applicable reinsurers that We may use.

"You" means the Proposer¹ and/or the Data Subject² as the case may be.

We collect and use personal information which has been provided to Us by You and from other sources as part of the application process for Bond Application (Registered Company) Product and any additional personal information which may be provided to Us in the future in the context of Us performing services relating to the Bond Application (Registered Company) Product.

This Data Protection Notice explains the most important aspects of how We use that information and what rights can be exercised in relation to such personal information. We will keep information which You provide about yourself and third parties confidential. Further information about the terms We use is contained in Our full Privacy Policy which is available on Our Privacy page at <https://www.aviva.ie/privacy/>, a copy of the Privacy Policy may be requested by writing to Us at Data Protection Officer, Aviva Insurance Ireland DAC, ("**Aviva**") Cherrywood Business Park, Dublin, Ireland, D18 W2P5 or call Us at 01 8988000. This Data Protection Notice supplements the Privacy Policy and is not intended to override it.

2. Personal information We collect

Your data/Proposer/Policy holder information: The personal information We collect, and use may include details of Directors, Company Secretary, name, address, telephone number and/or email address, gender, date of birth or age, occupation, passport details, marital status, utility bill. For commercial insurance products, We may carry out credit searches in relation to Your business.

Other people's data: As well as collecting personal information above, We may also use personal information about other people, for example employees and company officers in the event of a claim and any such other personal information requested in the Proposal Form.

¹E.g. Company Secretary, Solicitor.

²A Data Subject is any living individual whose personal information We process.

Note: If You are providing information about another person We expect You to show them this data protection notice and ensure that they have given You permission to provide this information to Us. If they have any concerns, please ask them to contact Us in one of the ways described in the “Contacting Us” section below.

We may record Your telephone conversations for verification purposes, to ensure We have Your instructions and for training purposes.

Claims data: If a claim is made, We may also collect personal information about the claim from You and from any relevant third parties.

Note: You don’t have to provide Us with any personal information, but if You don’t provide the information We need We may not be able to proceed with Your application or any Claim You make. We will let You know what information is required to proceed with Your application or any claim You may make.

Criminal Conviction data: We may need to ask for details relating to unspent criminal convictions³ relating to You or somebody else material to this risk including in the event of a claim.

Health Data: We may receive details relating to health data of persons material to this risk including in the event of a claim. If You are asked to provide health data, please do not send the results of any genetic tests carried out on You or any other relevant person. We will only collect and use such information where We need to and where it is proportionate for the purposes of obtaining and maintaining this Product. **We recognise that information about health and/or criminal convictions is particularly sensitive information. We will only collect and use such data as follows:**

Purpose for which it is used	Our legal basis for using it
Conviction data used for the purposes of providing a quote, underwriting, processing any claims, in the context of a fraud investigation, handling any complaints and managing reinsurance arrangements.	To perform the Bond product and persons covered.
Health data may be used for the purposes of processing any claims and in the context of a fraud investigation handling any complaints and managing reinsurance arrangements.	Irish Data Protection law allows Us to use health data in connection with the Bond.
We may also need to use health and/or criminal data for the purposes of establishing, exercising or defending legal rights, including in connection with advice, claims, or proceedings, and where authorised by law.	

3. How We collect personal information

We may collect personal information from:

- You;
- Your Broker;
- Solicitor;
- Company Formation Service Providers;
- Company Registrar;
- Office of Director of Company Enforcement;
- Company Secretary;
- Other Directors;
- Revenue Commissioners;
- Background reports;
- Bank;
- Your Auditors;
- Publicly available information including social media websites and online content, newspaper articles, TV, radio and other media content, court judgements;
- Insurance industry databases, financial and credit check databases (e.g. Experian, Solo check, Dun and Bradstreet, Stubbs Gazette, judgement, bankruptcy searches, Companies office searches) and other commercial databases;
- Other records within the Aviva Group if You have or have had other insurance policies with or sought a quote from another Aviva company or third-party claims;
- Third parties involved in a claim (including a claimant, private investigators/tracing agents engaged by us in connection with the investigation of a claim, witnesses, solicitors and independent experts); and
- When You visit one of the Aviva Group websites.

We may receive documentary evidence (e.g. for the purpose of conducting anti-money laundering checks) which may contain Personal Data belonging to other people unrelated to the Bond (e.g. a co-addressee on a bill or a partner’s name on a Marriage Certificate). The Personal Data collected by Aviva with respect to such people is not used by Aviva but is retained as part of Our records. All Personal Data on these other people will be removed from Our records in line with Our Data Retention Policy.

4. How We use personal information

We may collect and use personal information for the purposes, and on the legal basis, set out below:

Purpose for which it is used	Our legal basis for using it
To provide a quote, including making a decision as to whether We can provide You with cover and at what price.	<ul style="list-style-type: none">• To take steps at Your request prior to entering into Your Bond.• Consent where another person provides Your data to Us so that We can provide them with a quote.
To verify Your identity.	<ul style="list-style-type: none">• To perform the Bond.• To take steps at Your request prior to entering into the Bond.• To comply with Our legal obligations.
To provide and administer the Bond, including dealing with any queries or changes, payments, renewals and processing a cancellation of the Bond.	<ul style="list-style-type: none">• To perform the Bond.

³An individual is not required to disclose a spent conviction when supplying information on past convictions. To determine whether or not a conviction is a ‘spent conviction’ under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016 please visit www.irishstatutebook.ie for further details.

To validate, investigate and/or process any claims You or another person makes in relation to the Bond.	<ul style="list-style-type: none"> To perform the Bond. To comply with Our legal obligations.
To maintain arrangements, We have with reinsurers.	<ul style="list-style-type: none"> For Our legitimate interests in managing Our business.
For management information purposes including portfolio assessment, risk assessment, performance reporting and management reporting, auditing and the provision of legal advice which are key governance functions to protect the business.	
For a proposed portfolio transfer, reorganisation, transfer, disposal or other transaction relating to Our business.	
To detect and prevent fraud.	<ul style="list-style-type: none"> For Our legitimate interests in managing Our business. To perform the Bond. Processing is necessary to comply with Our legal obligations.
To comply with laws and regulations.	<ul style="list-style-type: none"> Processing is necessary to comply with Our legal obligations.

We process this information and store it on Our computer and manual record systems.

5A. How We share personal information with others

We may share personal information:

- With other Aviva group companies;
- With Our agents and third parties who provide services to Us, (e.g. Private investigators, Solicitors and Barristers providing services managing a claim);
- With regulatory bodies and law enforcement bodies, including the Companies Registration Office, Office of Director of Corporate Enforcement, the Central Bank of Ireland, the Gardaí or the Revenue Commissioners, Financial Services and Pensions Ombudsman, Inspector of Taxes, Criminal Assets Bureau, Data Protection Commission and Department of Social Protection. e.g. if We are required to do so to comply with a relevant legal or regulatory obligation;
- To carry out other activities that are in the public interest: for example We may need to use personal information to carry out anti-money laundering checks;
- Where applicable with other organisations for theft investigation or fraud prevention, fraud detection purposes;
- With reinsurers who provide reinsurance services to Aviva and for each other in respect underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with Our brokers who arrange and manage such reinsurance and insurance arrangements. Reinsurers will use Your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep Your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third-party service providers, law enforcement and regulatory bodies;
- In the event of any contemplated or actual reorganisation, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of Our business, assets or stock (including any insolvency or similar proceedings); and
- To meet any legal obligation, including to the relevant ombudsman if a complaint has been made about the product or service We have provided.

5B. Transfer of Personal Data outside EEA

Some of the organisations with whom We share information with are located outside of the European Economic Area (EEA), including India. These locations may not provide an adequate level of protection. We'll always take steps to ensure that any such transfer of information is carefully managed to protect Your privacy rights and such measures will be in line with the requirements of European Data Protection Laws. For more information on this, please see Our Privacy Policy or contact Us in one of the ways described below. We will not disclose Your personal data to parties who are not authorised to process it

5C. How We share Your personal information with others for fraud prevention

The data You provide will be used by Us and shared with other insurers as well as certain statutory and other authorised bodies for anti-fraud purposes including:

- sharing information about You with other insurers, public bodies and the Gardaí;
- private investigators, tracing debtors or beneficiaries, recovering debt, managing Your accounts and/or insurance policies; and
- undertaking fraud searches on publicly available information as outlined above and where applicable checking the Insurance Industry claims database, Insurance Link. For more information on Insurance Link please go to www.inslink.ie. This database helps insurers check claims information and prevent fraudulent claims.

6. Credit searches

For commercial policies, We may carry out credit searches against the policyholder through third parties who provide Us with credit information.

7. Online information

When You visit one of the Aviva Group websites, We may record information about Your computer or mobile device, including hardware and software used, general location, when and how You interact with Our websites. This information is used to note Your interest in Our websites, improve customer journeys.

8. How long We keep personal information for

We maintain a Data Retention Policy to ensure We only keep personal information for as long as We may reasonably need it for the purposes explained in this Data Protection Notice. We keep information for the period necessary to manage Our business or as required by law or contract. We may also need to keep information for example to ensure We have an accurate record in the event of a complaint or to defend legal claims, carry out relevant fraud checks, or where We are required to do so for legal, regulatory or tax purposes. We will not retain personal data longer than necessary to fulfil the purposes for which it was collected or to fulfil legal obligations, or as permitted by law.

The individual retention periods depend on the type of personal data and the purpose of its processing. Information submitted for a quotation may be retained by Us for a period of up to 15 months from the date of the quotation. Where You purchase a product from Us, information will be held for the duration of the cover and for at least 7 years after Our business relationship has ended in order to comply with applicable laws and regulations and where applicable for use in connection with any claims. Afterwards, We will delete the personal data. For more information on Our data retention policies please see Our Privacy Policy or contact Us – refer to the details in the “Contacting us” section below.

9. Your rights in relation to Your personal information

You have various rights in relation to Your personal information, including:

- the right to request access to Your personal information;
- correct any mistakes on Our records;
- erase or restrict records where they are no longer required;
- object to use of personal information based on legitimate business interests including profiling and marketing or public interests;
- ask not to be subject to automated decision making⁴ if the decision produces legal or other significant effects on You;
- move (in a structured, commonly used and machine-readable format) certain data to other providers (data portability).

Where We rely on Your consent as Our legal basis for the use of Your personal data You have a right to withdraw Your consent to such use.

⁴Not applicable to this product

Note: You have the right to object to use of personal information based on legitimate business interests. If You do object, We will have an opportunity to demonstrate that there are compelling legitimate grounds which override Your rights and freedoms or that processing is necessary for the establishment, exercise or defence of legal claims. Please note that any successful objection may prevent Us assessing future claims and/or the Bond may be cancelled.

For more details in relation to Your rights, including how to exercise them, please see Our full Privacy Policy or contact Us in one of the ways described overleaf.

10. Contacting Us

If You have any questions about how We use personal information, or if You want to exercise Your rights stated above, please contact Our Data Protection team by either emailing them at DPO@aviva.com, writing to the Data Protection Officer, Aviva Insurance Ireland DAC, Cherrywood Business Park, Dublin, Ireland, D18 W2P5, or call Us at (01) 898 8000.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Office of the Data Protection Commissioner at any time.

11. Changes to Our Data Protection Notice

Occasionally, it may be necessary to make changes to this Data Protection Notice and/or Our Privacy Policy for example to keep it up to date or to comply with legal requirements, and any such amended Data Protection Notice will only apply from the time of amendment.

The most recent version will always be available on Our website. Please review Our full Privacy Policy each time You use Our website or avail of Our services.

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: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.