



Overview of Conditions

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This section describes the terms and conditions of your policy. Words shown in italics refer to values specified in the Policy Schedule.

Agreement

(00100.00)

We, the Insurer, have issued this policy of insurance to you, the Insured named in the Policy Schedule. We agree to indemnify you in accordance with the terms and conditions of this policy for the loss you may sustain in the event that you do not receive full payment for Insured Receivables because of the occurrence of a Covered Cause of Loss.

Covered causes of loss

Insolvency

(00300.00)

For the purposes of this policy, the Covered Cause of Loss Insolvency shall mean any of the following situations or events:

- a) the institution of a judicial or administrative procedure pursuant to the law of the Buyer's country, whereby the assets and affairs of the Buyer are made subject to control or supervision by the court or a person or body appointed by the court or by law, for the purpose of reorganisation or liquidation of the Buyer or of the rescheduling, settlement or suspension of payment of its debts;
- b) a procedure as described above has been rejected or stopped by the court for lack of assets;
- c) the execution of a judgement fails to satisfy the amount owing in full;
- d) an extrajudicial full and final settlement has been agreed with all or the majority of creditors and we have given our prior approval;
- e) you show to our satisfaction that the financial position of the Buyer is such that to start or continue legal proceedings will have no cost effective result;
- f) such situations or events which, in our sole opinion, in substance or effect are equivalent to the situations and events mentioned in a) to d) above.

For this Covered Cause of Loss, the Date of Loss shall be:

for a) and b) the date of the court order or decision;

for c) the day of the unsuccessful execution of the judgement;

for d) the day on which all or the majority of creditors have agreed to the settlement;

for e) and f) the day on which we have informed you that we have formed such opinion.

Protracted default

(00500.00)



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For the purposes of this policy, the Covered Cause of Loss Protracted Default shall mean the failure of a Buyer to pay the receivable within the *waiting period* specified in the Policy Schedule.

If the Schedule of Countries specifies a longer *waiting period* for the country of the Buyer, this shall be the applicable *waiting period*.

The *waiting period* commences on the original due date of payment of the receivable.

For this Covered Cause of Loss, the Date of Loss shall be the date on which the applicable *waiting period* expires.

Political Risk

(00900.01)

This Covered Cause of Loss applies only to losses relating to Buyers in countries other than your country for which this policy provides political risk cover, as indicated in the Schedule of Countries.

For the purposes of this policy, Political Risk shall mean any of the following situations or events:

- a) Moratorium: a general moratorium, decreed by the government of the Buyer's country.
- b) Transfer delay: political events, economic difficulties, currency shortages or legislative or administrative measures in the Buyer's country which prevent or delay the transfer of amounts deposited by the Buyer. This Covered Cause of Loss shall only apply if the Buyer has deposited the amount owing within 6 months from the original due date of payment.
- c) Discharge of debt: a generally binding measure taken in the Buyer's country which gives him a valid discharge of the debt once the payment has been deposited (but not under the law of the contract), whereas, because of exchange rate fluctuations, this deposit when converted into the currency of the contract at the time of transfer is less than the amount of the receivable.
- d) War: the occurrence of war (including civil war, hostilities, rebellion and insurrection), revolution or riot in the Buyer's country. However, any loss arising directly or indirectly from war (whether before or after the outbreak of hostilities) between any of the following countries: China, France, the United Kingdom, the Russian Federation and the United States of America shall not be covered by this policy.
- e) Natural disaster: cyclone, flood, earthquake, volcanic eruption or tidal wave or other forms of natural disaster in the Buyer's country.
- f) Contract frustration: a measure or decision taken by the government of a foreign country which in whole or in part prevents performance of the contract.
- g) Export licence cancellation: the cancellation or non renewal of an export licence or the introduction of a law in your country which prohibits or restricts the export of the goods.
- h) Public Buyer default: the failure or refusal on the part of a Public Buyer to fulfil any of the terms of the contract. This Covered Cause of Loss shall apply only where we have indicated in the Credit Limit Decision that the Buyer is a Public Buyer.



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For this Covered Cause of Loss, the Date of Loss shall be the date at which the *waiting period* specified in the Policy Schedule expires. If the Schedule of Countries specifies a longer *waiting period* for the country of the Buyer, this shall be the applicable *waiting period*.

The *waiting period* commences on the original due date of payment of the receivable.

Political risk acceptable currencies (00910.00)

For Political Risk Cover your contract with the Buyer must be denominated in one of the following currencies: Australian Dollar, Canadian Dollar, Czech Koruna, CFA Franc, Danish Krone, Euro, Hong Kong Dollar, Hungarian Forint, Japanese Yen, New Zealand Dollar, Norwegian Krone, Polish Zloty, Saudi Arabian Riyal, South African Rand, Swedish Krona, Swiss Franc, UK Pound Sterling, US Dollar.

Third country risk (62573.00)

Where goods are to be despatched to or services or work are to be performed in a country other than the Buyers country, cover shall apply in respect of any loss arising in connection with the Third Country from: Moratorium, War, Natural Disaster, Contract Frustration and Export Licence Cancellation.

However, where the Third Country is you must obtain a Credit Limit Decision which specifically approves cover for the Third Country Risk. Such cover shall be subject to the terms and conditions specified in the Credit Limit Decision.

Any withdrawal of cover by us in respect of Buyers in a particular country shall also apply to contracts which provide for goods to be despatched or services or work to be performed in that country.

Excluded causes of loss

Generally excluded losses (01200.00)

Cover shall not apply to:

- a) losses directly or indirectly caused by, contributed to by or arising from the ionising, radioactive, toxic, explosive or other hazardous or contaminating properties or effects of any explosive nuclear assembly or component thereof, nuclear fuel, combustion or waste;
- b) losses caused by or resulting from disputes where the Buyer claims for any reason whatsoever that he is justified in withholding partial or full payment or not performing any of his obligations under the contract.



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This exclusion shall no longer apply as soon as and to the extent that the dispute has been resolved in your favour either amicably or by a final court judgement or final arbitration award;

- c) losses caused by or resulting from a failure by you or by any person representing you or acting on your behalf to fulfil any of the terms and conditions of the contract or to comply with the provisions of any law or any order, decree or regulation having the force of law;
- d) losses caused by or resulting from a failure to obtain any import or export licence or other authorisation necessary for the performance of the contract or where performance of the contract would contravene any exchange control regulation. This exclusion does not apply where the necessity arose or exchange control regulation came into force after the date of Commencement of Cover;
- e) where goods are to be despatched to, services or work are to be performed in, or payment is to be made from a country other than the Buyer's country - losses arising in connection with the third country, unless we agree otherwise in writing.

Insured receivables

Insured receivables (01700.00)

Insured Receivables are contractual amounts owing to you:

- a) by Buyers in the countries included in the Schedule of Countries and
- b) that arise from your normal *trade activities* as mentioned in the Policy Schedule and
- c) that relate to goods despatched or services or work performed within the *policy duration* and
- d) for which you have a valid Credit Limit for the Buyer and
- e) for which the payment terms agreed with the Buyer do not exceed the *maximum credit terms* mentioned in the Policy Schedule which shall be calculated from date of invoice and
- f) which comply with the conditions of cover for the Buyer's country as specified in the Schedule of Countries.

Private individuals (01900.00)

The policy shall also apply to amounts owed by Buyers who are private individuals not carrying out a commercial activity.

Invoicing period (02100.00)

You must submit your invoices to the Buyer within the *invoicing period* mentioned in the Policy Schedule. The invoicing period shall be calculated:

- a) for the supply of goods: from the date of despatch of the goods;
- b) for the performance of services or work: from the date when you have completed such services or work for which you are entitled to receive payment from the Buyer.



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Value added tax (02400.00)

Amounts of Value Added Tax or comparable turnover-related tax or charges on Insured Receivables shall be either included or excluded from cover as indicated in the Policy Schedule.

Goods sold from consignment stock - PCR (62518.00)

Where you have delivered the goods on a consignment stock basis, Credit Risk Cover shall commence when the Buyer or a person acting with the Buyer's consent removes the goods from the stock, provided that you submit an invoice to the Buyer for the resulting receivable(s) within 45 days from the removal of the goods from the stock. Where Pre-Credit Risk Cover is held, such cover shall not apply to consignment stock contracts unless there is a written commitment by the Buyer to purchase the stock. Whether or not goods have been withdrawn from stock, you must submit an invoice to the Buyer for those goods within 180 days from the consignment of goods to the Buyer.

Agents (70025.00)

The policy shall also apply to contracts or receivables from contracts made by you as an agent (with or without delcredere liability), where you arrange for goods and work or services from third parties to be delivered or performed by these third parties in their own name and for their own account. The following terms and conditions shall apply:

- a) all rights under the policy may be exercised only by you;
 - b) all notifications by us to you shall be deemed to be made at the same time to the third party;
 - c) all obligations under the policy of you and the third party shall be joint and several;
- [INDEMNITY] Limit established for a Buyer shall apply jointly to losses sustained by you and the third party.

Advance payments (70274.00)

Where you have agreed to make advance payments to suppliers for goods or services to be supplied to you in connection with your Trade Activities, the policy shall also apply to losses you sustain as a result of:

- a) your suppliers' failure to fulfill his contractual obligations and
- b) the fact that your reclaim of the advance payments because of this failure has resulted in an amount owing, which has not been repaid to you due to the Insolvency of your supplier or due to an event of Protracted Default or of Political Risk.



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For this purpose, the *waiting period* commences on the original due date of payment of the amount owing to you in accordance with the terms and conditions of the contract between you and your supplier.

The following conditions shall apply:

- a) cover applies to advance payments made during the *policy duration* specified in the Policy Schedule and where you have not reclaimed any earlier advance payments because of the suppliers' failure to fulfill his contractual obligations;
- b) the period between the date of the advance payment and the date of the contractually agreed date of supply of the goods or services does not exceed 6 months;
- c) you must obtain a Credit Limit Decision which specifically approves this cover for advance payments to suppliers. Such cover shall be subject to the terms and conditions specified in the Credit Limit Decision;
- d) Credit Risk Cover commences when you make an advance payment to the supplier and ends when the goods or services have been supplied to you or when the advance payment has been repaid to you;
- e) you must include the value of all advance payments made in your declarations, if required under this policy, and premium must be paid as we specify and
- f) you must notify us of the suppliers' failure to repay the advance payment within 30 days of your claim for repayment and
- g) the word buyer mentioned elsewhere in the policy shall be deemed to mean a supplier for the purposes of the cover provided for advance payments to suppliers.

Self billing

(03900.00)

Cover shall also apply to receivables where the Buyer issues self billing invoices.

In the event that the Buyer fails to raise a self billing invoice within the *invoicing period* mentioned in the Policy Schedule, or if the Buyer's Insolvency occurs, you must, without undue delay, raise an invoice and submit this to the Buyer for any receivables which have not been self billed.

Run-in cover

(04200.01)

Cover shall also apply to receivables outstanding at the *policy start date* in respect of goods despatched or services or work performed not earlier than 3 months before the *policy start date*, provided that these receivables in all other respects comply with the policy terms and conditions.

Run-off cover

(05005.00)

Insured Receivables remaining unpaid or not yet due for payment at the expiry date of this policy shall continue to be covered under the same terms and conditions, until they are paid or a Covered Cause of Loss has occurred.



You must continue to comply with all terms and conditions of the policy in respect of such receivables.

Where the Date of Loss occurs after the expiry date of the policy, the terms and conditions applicable at the expiry date of the policy will continue to apply to claims made in respect of such losses.

Excluded receivables

General exclusions (62494.00)

Cover shall not apply to any loss:

- a) in respect of any interest accruing after the original due date of payment unless this has been invoiced by you;
- b) in respect of any penalties or damages, whether contractual or otherwise, which you may be entitled to be paid by the Buyer in addition to the amount owing;
- c) in respect of banking costs, unless contractually agreed to be part of the amount owing from the Buyer;
- d) in respect of any costs which you incur in resolving disputes between you and the Buyer or in defending any proceedings brought against you or initiated by you;
- e) you may sustain where and to the extent that such loss is (or would be but for the existence of this policy) capable of being covered by any other insurance held by you or from which you may be entitled to benefit or receive payment.

Bank guarantees exclusion (06200.00)

The policy shall not apply to receivables for which payment has been guaranteed by a bank, unless a bank guarantee has been made a condition of cover for the Buyer.

Bonding companies guarantees exclusion (06250.00)

The policy shall not apply to receivables for which payment has been guaranteed by a bonding company or a credit insurance company, unless such guarantee has been made a condition of cover for the Buyer.

Cash on delivery exclusion (07000.00)

The policy shall not apply to any cash on delivery business.

Excluded buyers

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Associated buyers exclusion

(08400.00)

The policy shall not apply to amounts owed by Buyers over whom you have direct or indirect control or in whom you have a direct or indirect interest or who have such a control over or interest in you, unless we agree otherwise in writing.

You must in any event notify us where:

- a) you hold any of the shareholding and/or voting rights in a Buyer;
- b) you possess or are entitled to acquire a substantial part of the income or assets of the Buyer;
- c) you and the Buyer are under the control of the same person or persons whether directly or indirectly, or otherwise part of the same group;
- d) you and the Buyer have common directors;
- e) you have significant control or influence over the management of the Buyer, whether directly or indirectly, or vice versa;
- f) there is any family relationship between the directors or management or shareholders of you and the Buyer; or
- g) there are any loans or financial guarantees between you and the Buyer, either directly or indirectly.

You should also inform us in the future if any of the above applies to any insured Buyer, or if any other form of control or interest exist between you and the Buyer.

Public buyers exclusion

(08700.00)

The policy shall not apply to amounts owed by any State or governmental department, institution or organisation or any entity which cannot be declared insolvent.

Low coverage exclusion

(70291.00)

Where you have a Credit Limit Decision for a Buyer and the approved amount of the Credit Limit Decision is lower than 70% of the requested amount, you have the right to exclude this Buyer from the policy by cancelling the Credit Limit. Receivables on such Buyers are not covered by the policy and need not be included in your declarations.

This right only applies if the requested amount reasonably corresponds to the expected outstanding balances within the next 12 months.

However, you are obliged to re-apply for a sufficient Credit Limit at renewal of the policy or at yearly intervals whichever is sooner.



Credit limits**Grace period** (63249.00)

Withdrawals and reductions of Credit Limit Decisions or the addition of terms or conditions to Credit Limit Decisions will become effective 30 days after the date of receipt by you of the withdrawal, reduction or addition unless a later effective date is mentioned in the notice to you.

This shall not apply if the reason for our withdrawal, reduction or addition is due to a request for the opening of Insolvency proceedings, or the institution of an Insolvency procedure, against the Buyer or if any circumstance of Automatic Stoppage of Cover applies.

Credit limits (09612.00)

Credit Limits specify the maximum amount and the conditions on which we accept liability for each Buyer to which the policy applies.

You must have a Credit Limit for every Buyer to which the policy applies.

Outstanding receivables which exceed the Credit Limit shall fall within the Credit Limit as soon as and to the extent that payment is received in respect of earlier receivables which fell within the Credit Limit.

If our Credit Limit Decision is a zero limit you may apply for cover for that Buyer by submitting a Credit Limit application to another Insurer. The policy shall not apply to receivables relating to contracts with that Buyer.

Credit limit decisions (10400.00)

You may obtain a Credit Limit Decision by submitting a Credit Limit application for the amount you require. You will be informed of the Credit Limit Decision in writing or via electronic communication.

We may at any time and for any reason attach terms and conditions to Credit Limit Decisions. Those terms and conditions may vary or override the terms and conditions of the policy.

We may also at any time and for any reason vary, reduce or withdraw Credit Limit Decisions. Such variations, reductions and withdrawals have no retroactive effect.

Credit Limit Decisions will be valid until we withdraw them or the policy is terminated.

Maximum aggregate credit limit decisions amount (10955.00)



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The aggregate amount of all Credit Limit Decisions of all policies belonging to the *group of policies for maximum aggregate CLD amount* shall not exceed the amount of the *group maximum aggregate CLD amount*, both specified in the Policy Schedule.

As soon as the aggregate of such Credit Limit Decisions reaches this figure, we have the right to postpone the processing of any further Credit Limit applications under any policy of the *group of policies for maximum aggregate CLD amount*.

As soon as we exercise this right you will be informed in writing.

In order to avoid this, you should on a regular basis, reduce the aggregate amount of all Credit Limit Decisions by cancelling or reducing existing Credit Limit Decisions that are no longer in use.

Credit limit costs (11200.00)

You must pay *credit limit costs* as specified in the Policy Schedule. The amounts mentioned are nett of any applicable tax, which, if due, will be included in the invoice to you.

Country cover terms

Country cover terms (15600.00)

We may at any time vary any of the conditions of cover or withdraw cover in respect of a particular country and revise the Schedule of Countries accordingly. Such variation or withdrawal shall have no retroactive effect and shall apply to goods to be despatched or services or work to be performed on or after the effective date specified in the revised Schedule of Countries.

Best endeavours (70292.00)

With respect to losses relating to the delivery of goods to Buyers in those countries where a Retention of Title condition applies as indicated in the Schedule of Countries, we shall only be liable if you have used your best endeavours to agree with the Buyer the Retention of Title that is specified in the Schedule of Countries. This obligation applies only to Buyers for which you have obtained a Credit Limit Decision.

However if you can not agree the Retention of Title and if you can not exercise your rights under the extended forms of the Retention of title due to deviating Buyer conditions of purchase, cover is not affected.

Best endeavours shall mean:

- 1) that you include in your general conditions of sale a legally binding clause to agree on Retention of Title in all its forms with the Buyer or



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- 2))requesting in writing, including email, that the Buyer accepts all forms of Retention of Title

Start and end cover. Notifications

Commencement of credit risk cover (16500.00)

Credit Risk Cover for each receivable commences

- a) for the supply of goods: when the goods are despatched. Despatch is deemed to be made when you or anyone acting on your behalf parts with possession of the goods for the purpose of fulfilling your contractual obligations with the Buyer;
- b) for the performance of services or work: when each invoice for such services or work performed is submitted to the Buyer.

Extending the due date of payment (16900.00)

If the need arises, you may agree to or allow extensions of the original due date of payment for a receivable provided that these extensions do not exceed the *maximum extension period* specified in the Policy Schedule, which is calculated from the original due date of payment for the receivable.

The original due date of payment shall remain the date to be used for the application of the terms and conditions of the policy.

Such an extension is not permitted in the case of bills of exchange, promissory notes, cash against documents, documentary sight draft, documents against payment transactions or where payment is to be made by a letter of credit.

Automatic Stoppage of Cover (17700.01)

Cover shall not apply in respect of any loss you may sustain in relation to goods despatched or, in the case of work or services, invoices submitted after the date of any of the following circumstances of Automatic Stoppage of Cover:

- a) payment of any receivable is still overdue from the Buyer at the expiry of the *maximum extension period* specified in the Policy Schedule. If such receivable is paid within 30 days after the expiry of the *maximum extension period*, cover shall be reinstated with retroactive effect in relation to goods despatched or, in the case of work or services, invoices submitted after the expiry of the *maximum extension period* for such receivable, provided no other circumstance of Automatic Stoppage of Cover applies. If such receivable is paid later than the 30 days after the expiry date of the *maximum extension period*, cover shall be reinstated only for goods despatched or, in the case of work or services, invoices submitted after the date of payment, provided no other circumstance of Automatic Stoppage of Cover applies.



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- b) you have placed for collection amounts owing to you from the Buyer. As soon as these amounts are paid, cover shall apply again for goods despatched or, in the case of work or services, invoices submitted after the date of payment, provided no other circumstance of Automatic Stoppage of Cover applies.
- c) the Buyer's Insolvency or
- d) we withdraw the Credit Limit Decision for the Buyer or withdraw cover in respect of the country of the Buyer.

Obligation to notify breach of maximum extension period (18500.01)

You must notify us within 30 days if payment of any receivable is overdue from a Buyer at the expiry of the *maximum extension period*, unless such receivable is paid within these 30 days.

Obligation to notify adverse information (70175.00)

You must notify us without undue delay of the occurrence of any circumstance or event likely to cause a loss. Such circumstance or event is exclusively as follows:

- a) the Buyer fails to honour a cheque;
- b) protest of bill of exchange;
- c) prolongation of bills of exchange;
- d) returned direct debits;
- e) institution of legal (dunning) proceedings;
- f) filing of bankruptcy/insolvency petition.

The obligation to notify breach of *maximum extension period* remains unaffected.

Queried Invoices (62263.00)

Where the Buyer disputes or queries that an amount is owing, the non-payment of such an amount at the expiry of the *maximum extension period* shall not be deemed to be a circumstance that stops cover for further trade with the Buyer. You need not notify us that such an amount remains unpaid beyond expiry of the *maximum extension period* but your obligation to notify us without undue delay the occurrence of any circumstance or event likely to cause a loss remains unaffected.

Loss prevention and debt collection

Actions to minimise loss (20100.00)

In all your dealings with Buyers, you must use due care and diligence as if you were uninsured. You must take all practicable measures to effect payment of the amount owing from the Buyer



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and to prevent and minimise loss. This includes, without limitation, ensuring that all rights against contract goods, Buyers and third parties are properly preserved and exercised. You must also take all steps that we may require in connection with a potential or actual loss - either before or after indemnification - including the institution of legal proceedings.

Contribution to costs (20700.00)

We will contribute to the costs (excluding your own administrative costs) that you incur in fulfilling your obligation to prevent or minimise loss or in collecting the amount owing, made with our approval or on our instruction.

Our contribution to the costs will be proportionate to our liability for the amount owing from the Buyer. We will indemnify the insured percentage of such costs.

We will not contribute to costs which you incur in resolving disputes between you and the Buyer or in defending any proceedings brought against you or where you choose not to collect the costs from the Buyer.

We will not be liable for any Value Added Tax or comparable turnover-related tax or charges included in the costs.

Contribution to costs for additional cover for refunded payments (20705.00)

We will contribute to the costs (excluding your own administrative costs) that you incur in preventing or minimizing a loss relating to refund of payments to the insolvent estate, made with our approval or on our instruction.

Our contribution to such costs will be proportionate to the successfully defended part of the originally claimed refund amount. We will indemnify 85% of the costs relating to the successfully defended part.

Claims

Allocation of payments (21300.00)

All amounts received by you, by any person acting on your behalf or by us before the Date of Loss shall for the purposes of the policy be allocated to all receivables due from the same Buyer in chronological order of due dates.



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All amounts received by you, by any person acting on your behalf or by us after the Date of Loss shall be divided between you and us in the proportion in which the loss is borne by each of us. You must notify us immediately of the receipt of such amounts.

Allocation of proceeds from guarantees and securities (62094.00)

Proceeds from bank guarantees, other third party guarantees or other securities shall for the purposes of the policy first be allocated to the outstanding receivables which exceed the Credit Limit for the Buyer, provided that these receivables in all other respects comply with the policy terms and conditions. This shall not apply if such guarantee or security has been made a condition of cover for the Buyer nor shall it apply to guarantees arranged by us.

Preferential allocation of proceeds from Retention of title (21306.00)

Where you receive proceeds from Retention of Title and you can prove that those proceeds are related to uninsured receivables, those proceeds are allocated to the uninsured (part of) receivables.

Amounts held in trust (62713.00)

You will inform us about any amounts received by you or by any person acting on your behalf after the Date of Loss. We will provide you with the results of our claims examination based on this information indicating the amounts that you will have to remit to us in case we have already paid a claim. Until this remittance is made, you hold such amounts in trust for us.

Claims (21700.00)

1. Latest date for submission
Any claim, including all available information, must be submitted at the latest 3 months from the Date of Loss.
You must submit all information and documents we require for assessment of the claim at the latest 3 months from the date of our request for such information and documents.
2. Our response
We will provide you with the results of our claims examination within 30 days of the receipt of all information and documents required by us.
3. Calculation of loss
Your loss shall be calculated as the amount owing to you from the Buyer at the Date of Loss less any credits due to the account of the Buyer and any savings that you make through non-fulfilment of the contract (including Agent's commission not payable).
For the application of the terms and conditions of the policy, credits are:



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- a) payments by the Buyer (including cash on delivery) or by third parties but excluding cheques or bills of exchange not yet honoured or paid;
- b) credit notes;
- c) set offs;
- d) counterclaims;
- e) proceeds from securities or guarantees and
- f) proceeds from the resale of repossessed goods.

The Insured Loss shall be your loss in so far as it relates to unpaid Insured Receivables. The amount of our indemnification shall be the *insured percentage* either of the Insured Loss or of the amount of the Credit Limit for the Buyer, whichever is lower.

4. Assignment and approval

If we so require, claims payments may be made subject to assignment to us of the total amount owing from the Buyer, including all rights and securities.

If we so require, claims payments may be made subject to your prior approval of our calculation of liability.

Group insurer's maximum liability

(23700.00)

The maximum amount which we shall be liable to pay per *insurance year* shall be either the amount of the *insurer's maximum liability* or the *multiple* of the premium (nett of any applicable tax) paid in respect of the *insurance year*, whichever is higher, notwithstanding that the *insurer's maximum liability* may be less than the *insured percentage* of any individual Credit Limit or aggregate of Credit Limits. The amount of the *insurer's maximum liability* and the *multiple* are specified in the Policy Schedule.

The amount of the *insurer's maximum liability* specified in the Policy Schedule applies to the aggregate of our liability per *insurance year* of all policies of the *group of policies* specified in the Policy Schedule together.

The premium amount mentioned above will be the aggregate of the premium amounts (nett of any applicable tax) paid in respect of the *insurance year* for all policies of the *group of policies* specified in the Policy Schedule together.

Allocation of claims liability

(24100.00)

Any claims payment shall be allocated to the *insurance year* in which cover commenced.

General obligations and non-observance



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Providing information and disclosure of facts

(27300.00)

You must provide us with all information and documents that we may require in order to confirm your compliance with the terms and conditions of this policy.

Where we require, you must also co-operate with a certified auditor or other independent party that we may employ to verify the accuracy of statements and information you have provided. You guarantee that the information and documents you provide are correct to the best of your knowledge and belief.

You must disclose promptly and will at all times continue to disclose promptly all information and documents which might affect the risks insured under this policy or might influence our acceptance or assessment of the risks and Buyers insured under the policy.

Retained risk

(27700.00)

You must retain exclusively for your own account as an uninsured risk and must not insure elsewhere, any amount which exceeds the amount we are liable to pay you under the policy.

Ledgers

(70139.00)

Basis for the check if you have complied with the policy terms and conditions, especially regarding your obligation to notify breach of the *maximum extension period*, are the ledgers of the last 12 months, at the maximum of the last 24 months.

Consequences of non-observance

(28500.00)

1. Misrepresentations or Fraudulent Acts

Any misrepresentation, whether fraudulent or otherwise, or fraudulent conduct on your part (or on the part of any other person who has a legal or beneficial interest in the policy or its proceeds) in relation to this policy (including the proposal), to any claim under it, or to any contract to which the policy applies, will render the policy void but we may retain any premium paid and you will be liable to refund to us any payment we may have made under the policy.

2. The Credit Limit and withdrawal of cover - Compliance with Credit Limit

Cover shall not apply where you have not complied with the terms and conditions of the Credit Limit, or where you have not established a Credit Limit before the date of loss.

3. Actions to Minimise Loss, Recoveries and Allocation of Moneys Received

If you fail to comply with any of the terms and conditions of the policy relating to Actions to Minimise Loss, recoveries or allocation of moneys received after we have made a payment, then you will be liable to refund the payment to us on demand.

4. Observance of Stipulations

- a) Due payment of all premiums and other charges and the due performance and observance of all terms and conditions of the policy or the proposal, shall be conditions precedent to any liability on our part. In the event of any breach of any condition precedent we also have the right to retain any premium paid and terminate the policy from the date of our written notice to you. No variation or waiver relating to any of the terms and conditions of the policy shall be binding unless we have specifically agreed the same in writing.
- b) No failure by you to comply with any of the terms and conditions of the policy shall be deemed to have been accepted or excused by us unless the same is expressly so excused or accepted by us in writing. The waiver by us of any breach or default by you in respect of the terms and conditions of this policy shall not be construed as a waiver of any succeeding breach or default in respect of the same or any other terms and conditions.



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Premium

Declarations

(30100.01)

After the expiry of each *declaration period* specified in the Policy Schedule you must declare to us your turnover invoiced during that *declaration period* to Buyers to which the policy applies. Each declaration must be returned to us by the dates specified in the Policy Schedule. Receivables or parts of them that are specifically excluded from cover under this policy need not be included in your declaration.

The declaration must be specified by country of the Buyer and, if premium rates vary per payment term, also by the agreed payment terms.

The declaration must be made in the *policy currency* or in the currency of the contract. You may not deduct from your declaration:

- a) credit notes, except where they relate to corrections which have no effect on the risks we have already covered under this policy and for which we are entitled to premium;
- b) receivables in excess of the Credit Limit;
- c) receivables arising before the withdrawal of the Credit Limit;
- d) receivables paid for by cheque;
- e) receivables from Buyers where you have established a Discretionary Credit Limit;
- f) receivables paid for before the date of your declaration;
- g) contra-trade amounts due to the Buyer and
- h) disputed receivables/invoices.

Where appropriate, a Nil declaration must be submitted.

Premium payment

(32500.00)

Premium and any insurance premium tax or other applicable tax or charges are payable on the amounts you declare to us.

Premium will be calculated at the *premium rate(s)* shown in the Policy Schedule and must be paid at the times we specify.

Advance premium

(32912.00)

The premium amounts specified in the Policy Schedule are *advance premium* amounts and the first instalment due, as applicable, shall be payable, in advance as provisional premium, on or before the commencement date of the policy, and the balance payable as applicable before the commencement of each subsequent period. These amounts are nett of any insurance premium tax or other applicable tax or charges, which, if due, will be included in the invoice to you.

If the advance premium paid for a particular period becomes fully utilised as a result of declarations of turnover for that period then advance premium due for the next period, becomes due and shall be payable immediately. Cover shall not apply to contracts included within declarations of turnover if the advance premium paid has already been fully utilised by previous declarations of turnover unless and until sufficient additional advance premium is paid to cover these and any further declarations of turnover.

At the end of the *insurance year* if the actual premium payable is less than the total advance premium, we shall refund the difference to you. However, this cannot result in you paying less premium than any *minimum premium amount* mentioned in the Policy Schedule.

You shall also pay all stamp duty or similar Government charges or taxes, all bank collection and transfer charges and debt recovery charges if applicable.



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If during the validity of the policy, you request that we increase the *maximum credit terms* specified in the Policy Schedule, if we agree to such increase, we reserve the right to revise the premium rate shown in the Policy Schedule.

Group minimum premium (33700.00)

If the aggregate premium calculated on the basis of the declarations made under all policies of the *group of policies* specified in the Policy Schedule together in respect of a completed *insurance year* falls short of the *minimum premium amount* mentioned in the Policy Schedule, this *minimum premium amount* shall be the premium amount that is payable for the entire *group of policies* in respect of the completed *insurance year*. The *minimum premium amount* mentioned in the Policy Schedule is nett of any insurance premium tax or other applicable tax or charges, which, if due, will be included in the invoice.

Policy duration and termination

Policy duration and renewal (38500.00)

The *policy start date* and the *policy duration* are specified in the Policy Schedule.

Unless either you or we give written notice of non-renewal of the policy no later than two months before the expiry date, the policy will automatically be renewed on the same conditions and for the same duration.

If a different *future policy duration* is mentioned in the Policy Schedule, the policy will be renewed for the length of this *future policy duration*.

Termination of the policy (39312.00)

The policy shall terminate automatically with immediate effect if you become the subject of any bankruptcy or insolvency procedure under the law of your country. In this event we may retain any premium paid and be entitled to any premium payable, including any insurance premium tax or other applicable tax, stamp duty or charges, on the amounts declared to us up to and including the effective date of your bankruptcy or insolvency.



Termination of the policy

(39313.00)

You have the right to terminate this policy at any time during the policy duration. Where you exercise this right you must provide us with written notice by registered or certified mail at least 30 days prior to the effective date of termination. You must also continue to declare business to which this policy applies and pay premium and any insurance premium tax or other applicable tax or charges on the amounts you declare to us, up to the effective date of termination. In

the event that we have received advance premium of a greater value than the actual premium earned for the business declared to us up to the effective date of termination we will refund

the balance to you. However, if the actual premium earned falls short of the *minimum premium amount* mentioned in the Policy Schedule, this *minimum premium amount* shall be the premium amount you must pay, together with any insurance premium tax or other applicable tax or charges which, if due, will be included in the invoice to you.

We also have the right to terminate this policy at any time during the policy duration. Where we exercise this right we will provide you with written notice by registered or certified mail at least 30 days prior to the effective date of termination. You must continue to declare business to which this policy applies and pay premium and any insurance premium tax or other applicable tax or charges on the amounts you declare to us, up to the effective date of termination. In the event that we have received advance premium of a greater value than the actual premium earned for the business declared to us up to the effective date of termination we will refund the balance to you.

If the policy is terminated cover shall not apply to any loss you may sustain in relation to goods despatched or, in the case of work or services, invoices submitted after the effective date of termination.

Pre-credit risk

Pre-credit risk

(70095.00)

We will indemnify you for any loss you may sustain in the event that during the period of Pre-Credit Risk Cover:

- a) the Buyer goes into Insolvency, or
- b) we withdraw or reduce the Credit Limit for the Buyer, or
- c) we withdraw or reduce cover in respect of the country of the Buyer, or
- d) for Buyers in countries for which this policy provides Political Risk Cover as indicated in the Schedule of Countries - any of the following covered causes of loss occurs: Moratorium, Transfer Delay, War, Natural Disaster, Contract Frustration, Public Buyer Default or Export Licence Cancellation
and
- e) the performance of the contract or part of the contract with the Buyer is discontinued with our approval.

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(44400.00)

The following terms and conditions shall apply to Pre-Credit Risk Cover:

1. You must provide us with the information we require to decide on the appropriate action to minimise loss.
2. The contract with the Buyer must be made within the *policy duration*.
3. The Pre-Credit Risk Period commences on the date when the contract is made and shall continue until the date when Credit Risk Cover commences. This period may not exceed the *maximum pre-credit risk period* specified in the Policy Schedule.
4. We shall calculate the Insured Loss as being all costs and expenses you have incurred and any other sums you have to pay in respect of obligations undertaken, specifically for the purpose of performance of the discontinued contract or part of the contract, not earlier than months before the date at which performance of the contract or part of the contract was discontinued.

Any profit element and premium for this insurance are excluded from this calculation. The proceeds of resale or use elsewhere of goods, materials or raw materials or any other sums which you have recovered from any source will be deducted from the loss.

The Insured Loss in respect of Pre-Credit Risk Cover shall be limited to the contract price of the discontinued contract or part of the contract with the Buyer.

The amount of our indemnification shall be the *insured percentage* either of the Insured Loss or of the amount of the Credit Limit for the Buyer, whichever is lower.

We shall not be liable to pay in respect of both Pre-Credit Risk Cover and Credit Risk Cover more than the *insured percentage* of the Credit Limit.

5. The Date of Loss for Pre-Credit Risk Cover shall be the date on which the performance of the contract or part of the contract is discontinued.
6. Pre-Credit Risk Cover shall not apply to contracts made on or after the date of each of the following circumstances:
 - a) we have withdrawn the Credit Limit for the Buyer;
 - b) we have withdrawn cover in respect of the country of the Buyer;
 - c) payment of any receivable is still overdue from a Buyer at the expiry of the *maximum extension period* ;
 - d) you have placed the collection of amounts owing to you from the Buyer or
 - e) the Buyer is in Insolvency.



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7. Where we vary by written notice any of the conditions of cover in respect of Buyers in a particular country as specified in the Schedule of Countries, this variation shall apply to contracts made after the date specified in the notice.
8. In the event that the policy is not renewed or is terminated, Pre-Credit Risk Cover in respect of any outstanding contracts shall cease on the last effective date of the policy. We shall not be liable for any loss occurring after that date.

Miscellaneous

Communication

(44700.00)

In your communications with us in respect of the policy administration and in fulfilling your policy obligations, you should make use of those facilities of your online connection with us that we make available for that purpose.

In our communications with you in respect of the policy administration and in announcing changes to the policy (such as, but not limited to, variations in the country cover terms) we may make use of our online connection with you.

Set off

(45900.00)

We have the right to apply any amount payable by us under this policy in or towards payment of any amount owing from you (paying cost and interest before principal) under this policy.

You have no right to apply any amount payable by you to us under this policy in or towards payment of any amount owing from us to you under this policy.

Policy currency and conversion

(46700.00)

The *policy currency* is specified in the Policy Schedule.

For the purpose of making declarations and calculating any loss, amounts in a currency other than the *policy currency* shall be converted to the *policy currency* using the applicable exchange rate on the last working day of the month during which cover commenced.

Amounts received by you, by any person acting on your behalf or by us after the Date of Loss in a currency other than the *policy currency*, shall be converted to the *policy currency* using the applicable exchange rate on the date of receipt.

The applicable exchange rate on a given date shall be the closing mid-point rate quoted on that date by the European Central Bank or, if the European Central Bank has not quoted such rate, in the London Foreign Exchange Market, or if not quoted in the London Foreign Exchange Market, by the Central Bank of your country.



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Confidentiality

(47300.00)

You undertake to treat any information provided to you in strict confidence and not to disclose such information to any third party.

You further assume the obligation to release us from claims which might arise from third parties gaining access to confidential information.

All information, including but not limited to Credit Limit Decisions, is non binding. We are not liable for any loss you may sustain in case you use this information, especially for your own commercial decisions.

Applicable law, jurisdiction and language

(47500.00)

The policy shall be governed by the *applicable law* specified in the Policy Schedule.

Any disputes between you and us arising under, out of or in connection with this policy shall be subject to the *jurisdiction* of the competent court or arbitral tribunal specified in the Policy Schedule.

The *language of the policy* shall be that specified in the Policy Schedule. Where we provide translations of the policy the version in the language of the policy shall prevail in the event of any conflict or difference in meaning or effect.

Subrogation

(47516.00)

You will do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or of obtaining relief and indemnity from other parties to which we shall be or would become entitled or subrogated upon our paying any loss under this policy whether such acts and things shall be or become necessary or required before or after payment is made hereunder by us. Upon payment of any amount due to you under this policy we are subrogated to all rights, remedies, claims, guarantees and securities available to you to mitigate the loss sustained by you, including any rights against a guarantor or surety, whether or not the exercise of such rights might, in addition, involve claims, rights or remedies concerning obligations other than those whose non- performance has created a loss under this policy. These rights of subrogation shall be in addition and without prejudice to all rights and benefits to which we are entitled under the general law of subrogation.

We shall have the right, but not the obligation, to take over and conduct any procedure in your name to recover the amount owing and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over such proceedings, may relinquish the same.

In the event that we choose in our sole discretion to exercise our subrogation rights no action taken by us in the exercise of such right will serve to modify or expand in any manner, our liability



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or obligations under this policy beyond what our liability or obligations would have been had we not exercised our subrogation rights.

List of terms used

(47900.00)

Buyer: any company established in a country included in the Schedule of Countries which can be considered a debtor by virtue of a trade contract concluded with you.

Credit Limit: the amount which indicates the maximum acceptable risk for us on the Buyer.

Credit Limit Decision: a Credit Limit established by us or by the information company.

Recoveries: any amounts or payments in respect of any loss that are received by you or by us, or by someone acting on your or our behalf, after the Date of Loss.