

## **Export and Commercial Perils**

## **Trade Credit Insurance**

### **(Shipments Policy)**

Policy Schedule		
Terms & Conditions		
A.	Insuring Agreement	Page 2
B.	Exclusions	Page 2
C.	Conditions precedent to the contract	Page 3
D.	Conditions precedent to Insurer's liability in respect of a claim	Page 3
E.	General conditions	Page 6
F.	Definitions	Page 9

## Terms & Conditions

### **A. Insuring Agreement**

In consideration of the payment of the Premium, subject to and in reliance upon the statements made to the Insurers by the Insured and in strict accordance with the Policy Schedule and endorsements made as part of the Policy and its terms and conditions, the Insurer agrees to indemnify the Insured for the Insured Percentage of Loss in excess of the Deductible, incurred in connection with Eligible Shipments and caused directly by Insolvency, Default, Transfer Loss, Government Action or War, up to the applicable Limits of Liability.

### **B. Exclusions**

The following Losses are excluded and no indemnity shall be payable under the Policy in respect of any Loss caused by any of the following:

1. Wrongful, wilful or dishonest acts and/or omissions of the Insured or its agents.
2. Disputes between the Insured and the Buyer, unless and until each dispute shall have been finally resolved and the sum due to the Insured shall be a valid and legally enforceable indebtedness of the Buyer, its administrator, receiver, liquidator or other legally appointed supervisor, or its successor in interest.
3. The failure of the Insured or its agents to comply with the applicable laws and regulations for the acquisition and transfer of Contract Currency.
4. Failure by the Insured or the Buyer to obtain any import or export license or other authorisation necessary for the performance of the Contract of Sale unless a previously valid import or export license or other authorisation has been withdrawn after the date of Shipment.
5. The failure of the Insured to fulfil any of the terms and conditions of the Contract of Sale with a Buyer.
6. Insolvency or financial default of:
  - (a) any party except the Buyer; or
  - (b) any company and/or other entity in which the Insured has an ownership interest and/or a director or partner in common.
7. Any contract with a publicly-owned entity of the country of the Insured, being the central government or one of its ministries, departments or agencies and/or a regional or local authority and/or a nationalised undertaking.
8. Any Shipments made to any Buyer, as at inception of the Policy:
  - (a) that is Insolvent, or,

unless otherwise agreed to in writing by the Insurer,

- (b) that is more than sixty (60) days overdue in any payment obligation to the Insured, or
- (c) for whom the Insured has rescheduled or extended the Due Date of any payment obligation prior to inception of the Policy, or
- (d) that is in financial difficulties and the Insured had or reasonably should have had knowledge of the Buyer's financial difficulties prior to inception of the Policy.

Payment obligations that are disputed by the Buyer in writing will not be considered overdue for the purpose of this clause.

- 9.** Any Loss arising in any country not specified in the Policy Schedule or in an endorsement.
- 10.** Any debts that are purchased or otherwise acquired by the Insured from any entity unless agreed in writing by the Insurer and evidenced by an endorsement.
- 11.** Any Loss insured elsewhere.
- 12.** Any post-maturity, late payment or other interest accrued on balances unpaid after the original Due Date.
- 13.** In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by, or contributed to by, or arising from:
  - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The Exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
  - (e) any chemical, biological, bio-chemical, or electromagnetic weapon.
- 14.** War between any of the People's Republic of China, France, the United Kingdom, the Russian Federation and/or the United States of America.

**C. Conditions precedent to the contract**

The following clauses are conditions precedent to any liability of the Insurer under the Policy and any breach will entitle the Insurer upon notice to the Insured to treat the Policy as void as from the date upon which the contract of insurance was concluded.

**1. The Proposal Form, Credit Procedures Questionnaire**

The Insured has completed a Proposal Form, and where so requested by the Insurer the Credit Procedures Questionnaire, which, together with any attachments and additional information, are accurate and complete in all material respects and are in consequence incorporated into the Policy as its basis. The Insured will not vary or change its Credit Management Procedures in any material way without obtaining the Insurer's written approval. Any joint Insured added by endorsement is subject to the same Credit Management Procedures.

**2. Cooperation**

The Insured shall at all times cooperate with the Insurer and shall act in accordance with any directions that the Insurer shall reasonably give.

**D. Conditions precedent to Insurer's liability in respect of a claim**

The following clauses are conditions precedent to the Insurer's liability in respect of individual claims.

**1. Credit Management Procedures**

The Insured shall adhere to the Credit Management Procedures and shall consistently follow these procedures.

**2. Due Diligence**

The Insured shall at all times act prudently and as though uninsured, use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any Loss.

**3. Confidentiality**

The Insured shall not disclose the existence of the Policy, at any time, either before or after a Loss occurs and whether before or after the expiry of the Policy, to any third party other than to its own professional, financial and legal advisors, without the prior consent of the Insurer.

**4. Invoicing**

The Insured shall invoice the Buyer, in respect of goods, within fourteen (14) days of Shipment and, in respect of services, within fourteen (14) days of rendering the service.

**5. Contract of Sale**

The Contract of Sale must specify the nature and quantity of the goods and/or services to be sold, the Contract Currency and the terms of payment.

## 6. Terms of Payment

The Insured shall not extend to the Buyer terms of payment greater than or with security less than the Maximum Terms of Payment.

## 7. Enforceable Debt

The Eligible Shipments and related payment obligations shall be a valid and legally enforceable indebtedness of the Buyer to the Insured.

## 8. Credit Limit

The Insured shall establish a written Credit Limit for each Buyer, which shall be the maximum amount approved to be outstanding from the Buyer at any one time.

Where the Buyer is part of a Group, the Insured shall approve an aggregated credit exposure limit for the Group in addition to an individual limit for each Buyer.

## 9. Guarantor

Where the Buyer includes a guarantor, any guarantee must be valid and effective and the Insured shall enforce payment under it.

## 10. Observance of Law

The Insured shall observe and comply with all laws and regulations of the Insured's and the Buyer's Country of which it should reasonably be aware, unless and until prohibited from so complying by a law, order, decree or regulation in force in the Insured's or the Buyer's Country.

## 11. Reporting Procedures

### (a) Overdue Accounts

The Insured shall notify the Insurer in writing of all debts overdue by more than the Maximum Extension Period as at the end of each month, by providing a report thereof within ten (10) working days of the end of each month.

### (b) Adverse Information and Potential Losses

Where the Insured has knowledge of any information or circumstance which indicates that the Buyer may not be able to perform or comply with their payment obligations to the Insured under a Contract of Sale, or circumstances which may reasonably be expected to result in a Loss, the Insured shall notify the Insurer in writing immediately upon becoming aware of this information or circumstance, irrespective of whether the Buyer is overdue in any payment obligation to the Insured.

## **12. Cease Shipments**

The Insured shall not incur any further exposure following the occurrence of an event or circumstances that may reasonably be expected to result in a Loss and to any Buyer that becomes Insolvent.

The Insurer has no liability for further Shipments made to any Buyer which has become overdue in any payment obligation (whether or not insured under the Policy) to the Insured beyond the Stop Shipments Date, unless the Due Date is postponed in accordance with the Postponement of Due Date clause. If the Due Date is postponed in accordance with the Postponement of Due Date clause, the Stop Shipments Date shall be the date to which the Due Date is postponed. The Insurer has no liability for further Shipments made to any Buyer beyond this revised Stop Shipments Date, if payment is not made on a Due Date postponed in accordance with the Postponement of Due Date clause.

## **13. Postponement of Due Date**

The Insured shall not postpone, reschedule, extend (including by the use of payment plans), accelerate or otherwise change any Due Date without the prior written consent of the Insurer.

However, in the event that a Buyer is unable or unwilling to make a payment on the original Due Date, the Insured may grant without the prior written consent of the Insurer one postponement to the Buyer for a period not exceeding the Maximum Extension Period, provided that:

- (a) the Due Date is not evidenced by any of the following: bill of exchange, promissory note, cash against documents terms, documentary sight draft, documents against payments transaction or payment under a letter of credit; and
- (b) the Insured knows no adverse information about the Buyer; and
- (c) the request for extended terms is made shortly before or after the original Due Date.

In the event of the Insured agreeing to a postponement in this way, the new Due Date shall become the Due Date for all purposes under the Policy.

Payment obligations that are disputed by the Buyer in writing will not be considered overdue for the purpose of this clause.

## **14. Notification of Loss**

The Insured shall notify the Insurer in writing immediately after becoming aware of a Loss.

## **15. Prompt Notification and Submission of Claim**

The Insured shall submit to the Insurer a properly completed Claim Form within ninety (90) days of first notifying the Insurer of the Loss.

The signed and completed Claim Form should be delivered to: The Trade Credit Claims Manager, Markel International Singapore Pte Ltd, 8 Marina View, #15-01 Asia Square Tower 1, Singapore 018960.

## **16. Confirmation of Debt**

The Insured shall provide the Insurer with Confirmation of Debt in a form satisfactory to the Insurer.

## **17. Subrogation**

The Insured shall subrogate and assign to the Insurer all right, title and interest with respect to all Losses, which are the subject of a claim and all related security interests and claims against third parties. Should the Insurer so request, the Insured shall retain legal title to any interests or rights to which the Insurer is entitled

In respect of Transfer Loss, the Insured shall also secure and assign to the Insurer its rights to the deposit.

The Insured shall not permit, to the maximum extent permissible by law, any receivables and/or other sources of recovery to which the Insurer shall be subrogated to be subject to any lien, security interest, or other third party claim superior to that of the Insurer.

The Insured shall not take any action which would impair the Insurer's rights of subrogation.

## **18. Recoveries**

The Insured shall pursue any available Recoveries and shall secure compensation for any Loss insured under the Policy and at all times shall act in accordance with all directions as the Insurer shall reasonably give. The provisions of this Condition shall apply equally before and after payment of a Loss by the Insurer.

After the date of payment of a Loss by the Insurer, any Recoveries shall immediately be remitted to the Insurer and until so remitted shall be held in trust by the Insured for the Insurer. After receipt by the Insurer, Recoveries shall be divided between the Insured and the Insurer as follows:

- (a) The Insurer shall receive the Insured Percentage of all amounts recovered until the amount of the payment of the Loss and the Insurer's cost of recovery have been fully reimbursed.
- (b) All further amounts recovered shall be for the benefit of the Insured.

For any Recoveries received in a currency other than Policy Currency, the rate of exchange shall be the rate as offered by the Insurer's London clearing bank on the date that cleared funds are received into the account of the Insured, or of the Insurer where paid directly to the Insurer.

## **19. Examination of Documents**

At the request of the Insurer, the officers of the Insured shall submit to examination under oath and shall produce for examination at such reasonable time and place as designated by the Insurer all documents in the Insured's possession or control, whether stored physically, electronically or otherwise, which relate to any matter arising under or relating to the Policy and shall permit extracts and copies thereof to be made available without charge to the Insurer. The Insured shall take all reasonable steps to obtain for the Insurer any documents in the possession or control of a third party.

## **20. Proof of Loss**

The Insured must provide proof of Loss, including such evidence as the Insurer reasonably determines is necessary to prove the Loss. If the Insured does not provide such evidence within six (6) months of the date of the Insurer's request, then the Insurer may deem the claim withdrawn and shall not pay the Loss. The Insured shall not submit another claim based upon the same Loss.

## **21. Suit Limitation**

Any action arising out of this Policy must be brought against the Insurer within twelve (12) months from the date of the Insurer's claim determination or shall be deemed waived.

## **E. General conditions**

### **1. Set-Off**

The Insurer shall be entitled to set off any amount payable by the Insurer to the Insured under the Policy against any amount that is or may become due by the Insured to the Insurer under the Policy.

### **2. Allocation of Moneys Received Prior to the Payment of a Loss**

Unless agreed otherwise in writing by the Insurer, any monies or other benefits received by or on behalf of the Insured prior to the date of payment of a Loss in respect of Shipments of goods and/or services made by the Insured to the Buyer, shall for the purpose of the Policy be applied to the total sum outstanding to the Insured from the Buyer in the chronological order of the Due Dates.

### **3. Payment of Premium**

The Insured shall pay all amounts due to the Insurer in respect of Premium as provided in the Policy Schedule or an endorsement which specifies the method and basis of premium calculation. The Premium will be payable in the number of instalments and the amounts specified, each instalment being payable to the Insurer on or before the dates stated. All Premiums are payable in Policy Currency. The Insurer shall not be liable for Loss until and unless Premiums due are paid.

### **4. Non-cancellable Policy**

The Policy may not be cancelled by any party, except that:

- (a) the Insurer may cancel for non-payment of Premium, or non-payment of any instalment where the Premium is payable by instalments, in which case the Policy shall be cancelled retroactively to the start of the period for which the Premium is due and unpaid and all subsequent periods. No Loss shall be payable for those periods, whether suffered before or after the date the payment of Premium or instalment fell due; and
- (b) the Insurer may cancel with effect from the date of any Change of Control of the Insured; and
- (c) the Policy shall automatically terminate upon the Insolvency of the Insured.

### **5. Utmost Good Faith**

The contract of insurance evidenced by this Policy is a contract of utmost good faith between the Insurer and the Insured, and in accordance with this principle, the Insured confirms that before the contract of insurance was concluded the Insured and its agents had fully disclosed and truly represented to the Insurer all material facts and circumstances which might influence the Insurer to fix the Premium or to agree to subscribe to the Policy. In particular (but without prejudice to the generality of the obligation), the Insured confirms that as at the date of the conclusion of the contract neither it nor its agents had any information of any fact or circumstance which could give rise to or increase the likelihood of a Loss under this Policy.



Should the Insured and its agents have failed to disclose or truly represent all material facts and circumstances, the Insurer shall be entitled upon notice to the Insured to treat the Policy as void as from the date upon which the contract of insurance was concluded, and (unless fraud is involved in the non-disclosure or misrepresentation) tender return of any premium paid.

Prior to any variation or any amendment to the terms of the Policy the Insured and their agents shall again fully disclose and truly represent to the Insurer all facts and circumstances that may influence the Insurer in their agreement to the variation or amendment. In the event of a breach by the Insured or its agents of these duties, the Insurer shall be entitled to treat any variation or amendment agreed as void.

## **6. Changes to Policy Terms**

The terms of the Policy cannot be varied or amended except by endorsement issued to form a part of the Policy, signed by a duly authorised representative of the Insurer.

## **7. Change of Control of a Buyer**

Where a Credit Limit for a Buyer is specified in writing by the Insurer, the Insured shall notify the Insurer in writing should the Insured become aware of a Change of Control of such Buyer.

## **8. Aggregation of Limits of Liability**

All Limits of Liability under the Policy and any preceding or future Policies, whether or not issued by the Insurer, for the Insured are non-cumulative regardless of the number of years the Policy or any prior, replacement or renewal Policy is in force.

## **9. Non-assignment, Loss Payee**

The Insured shall not assign or transfer the Policy, its benefits or obligations to any other party or person. However, the Insured may, subject to the Insurer's prior written consent, designate a third party as payee in respect of any claim which may become payable hereunder.

## **10. Contracts (Rights of Third Parties) Act 2001**

A person who is not party to this contract has no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any terms of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **11. Giving Notice**

All notices under the Policy shall be in writing and delivered to responsible officers of the parties at the addresses indicated in the Policy Schedule or an endorsement, by facsimile or electronically.

## **12. Governing Law and Jurisdiction**

The Policy shall be construed under and governed by the law of Singapore and the Singapore Courts shall have exclusive jurisdiction of any dispute hereunder.

## **13. Insured's Retention**

To retain for its own account and uninsured any amount which exceeds the amount that the Insurer is liable to pay to the Insured under the Policy, including Losses to the amount of the Deductible, Losses below the Non-Qualifying Loss Amount, the uninsured percentage of any Loss and any Losses in excess of the Policy Limit of Liability.

## **14. Assessors and Auditors**

The Insurer is entitled to appoint assessors and auditors to verify and advise the Insurer on all aspects of any claim including but not limited to Confirmation of Debt, the calculation of the claim amount, recovery action and Collection Costs.

## **15. Calculation of Claim Amount**

Losses shall aggregate towards the Deductible in chronological order according to Date of Loss.

Any Loss which is less than the Non-Qualifying Loss Amount is excluded from the Policy and shall not be taken into account in applying the Deductible.

The Insurer will pay the Insured Percentage of the Loss, up to the Credit Limit applicable for the Buyer on the date of Shipment, in respect of Losses in excess of the Deductible, subject to the Policy Limit of Liability and any applicable Country Limit of Liability, whichever is the lesser.

Where a Buyer is part of a Group, the Insurer's liability for any Loss shall be limited to the Insured Percentage of the Credit Limit approved individually for each entity, up to but not exceeding the approved aggregated credit exposure limit for the Group.

Where the Contract Currency is other than Policy Currency, the rate of exchange shall be the rate as offered by the Insurer's London clearing bank on the Due Date, except in the case of Transfer Loss, where the rate of exchange shall be the rate as offered by the Insurer's London clearing bank on the date of expiry of the Waiting Period.

Each payment made by the Insurer in respect of a Loss hereunder shall reduce the Policy Limit of Liability and all other applicable limits by the amount of each payment.

## **16. Payment of Claim**

In the event that the aggregate amount of Loss exceeds the Deductible, the Insurer shall pay the indemnity due to the Insured promptly upon the later of the Insurer's decision or the end of any applicable Waiting Period.

#### **17. Deductible Reinstatement**

Amounts recovered in respect of any Loss retained by the Insured below the Deductible shall reinstate the Deductible by the amount of any recoveries.

#### **18. Collection Costs**

The Insurer will pay Collection Costs, provided they have been specifically authorised by the Insurer in advance and in writing. Where the Loss is within the Insured's retention, any payment of Collection Costs will be at the Insurer's discretion. The amount shall not exceed the Insured Percentage of the Collection Costs and, if the total debts owed to the Insured by the Buyer exceed the Credit Limit, the amount of Collection Costs to which the Insured Percentage may be applied will be reduced in the proportion that the Insured Percentage of the Credit Limit bears to the total debts owed.

Any Collection Costs incurred in currency other than Policy Currency shall be converted into Policy Currency at the rate of exchange offered by the Insurer's London clearing bank on the date when the Insured makes payment of these costs.

The Insurer will not contribute towards Collection Costs incurred in respect of any Loss which at the Date of Loss is less than the Non-Qualifying Loss Amount.

#### **19. Sanction Limitation and Exclusion Clause**

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### **20. Fraudulent Claims**

This Policy will be void and all claims hereunder will be forfeited, if the Insured makes any material statement, report, application or claim, where the Insured knew that the statement, report, application or claim was false or fraudulent.

#### **F. Definitions**

In this Policy, the Policy Schedule and any endorsements, the following terms shall have the following meanings unless the context requires otherwise.

**1. Buyer** shall mean:

- (a) a duly organised and legally existing corporation, proprietorship or partnership, in the Buyer's Country with whom the Insured has entered into a Contract of Sale; or
- (b) when specifically approved in writing by the Insurer and evidenced by endorsement, a publicly-owned entity being the central government of the Buyer's Country or one of its ministries, departments or agencies and/or a regional or local authority and/or a nationalised undertaking with whom the Insured has entered into a Contract of Sale.

The term Buyer shall include where applicable its Group and its guarantor.

**2. Buyer's Country** shall mean the country specified in the Policy Schedule or in an endorsement from which the Buyer is obliged to pay the Insured under the terms of the Contract of Sale.

**3. Collection Costs** shall mean direct, reasonable and necessary third-party costs incurred in pursuing or obtaining Recoveries.

**4. Change of Control** shall mean a change of ownership directly or indirectly of more than fifty percent (50%) of the voting share capital.

**5. Confirmation of Debt** shall mean the following:

In the case of Insolvency:

- (a) written confirmation from the trustee in bankruptcy, liquidator or equivalent (as may be required by regulations in force in the Buyer's Country), of the amount ranking against the insolvent estate of the Buyer in respect of amounts owing to the Insured; or
- (b) written confirmation as at the date of appointment from the receiver, administrative receiver, nominee or equivalent (as may be required by regulations in force in the Buyer's Country), of the amount shown as due to the Insured in the financial records of the Buyer.

In the case of Default:

a final and unappealable judgment or arbitration award in favour of the Insured from the appropriate court or arbitration tribunal having jurisdiction over the Buyer's business and evidence to the Insurer's satisfaction of action which the Insured has taken to enforce the judgment or award.

In the case of Transfer Loss:

proof that the Buyer has deposited irrevocably within thirty (30) days of the Due Date into a bank in the Buyer's Country, the Local Currency equivalent of the amount of Loss and has completed the necessary transfer formalities.

In the case of Government Action and War:

Proof to the satisfaction of the Insurer that the Loss has been incurred directly as a result of Government Action or War, and shall include, but not be limited to the following: documentation proving that the goods and/or services under the claim were delivered to and accepted by the Buyer, proof of non payment by the Buyer, and proof that the Insured has taken all available steps to effect recovery including, where so reasonably requested by the Insurer, obtaining or actively pursuing a judgment.

6. **Contract Currency** shall mean the currency in which the Buyer is obliged to pay the Insured under the terms of the Contract of Sale.
7. **Contract of Sale** shall mean the written agreement, order form, invoice or other written document customarily used by the Insured to evidence the contract between the Insured and the Buyer.
8. **Country Limit of Liability** shall mean the amount stated in the Policy Schedule or an endorsement which is the maximum liability of the Insurer for all Losses in a Buyer's Country in any one Policy Period.
9. **Credit Limit** shall mean the maximum amount of credit approved to be outstanding from the Buyer at any one time, excluding without limitation sales, value-added or other taxes, and shall be:
  - (a) where the total amount of credit approved is equal to or below the Discretionary Credit Limit, the written limit for the Buyer established by the Insured in accordance with its Credit Management Procedures; or
  - (b) where the total amount of credit approved is above the Discretionary Credit Limit, the limit specified in writing by the Insurer for that Buyer and evidenced by an endorsement; and
  - (c) in respect of (a) or (b) above, where a Buyer is part of a Group, the limit for the Group, which shall be the approved aggregated credit exposure limit for all Buyers which are part of the Group, jointly.
10. **Credit Management Procedures** shall mean the representations made by the Insured to the Insurer that describe its credit management procedures. This includes the Credit Procedures Questionnaire and all relevant documentation on file with the Insurer.
11. **Date of Loss** shall mean:
  - (a) where the Loss is caused by Insolvency or Default, then the Date of Loss shall be the date on which either Insolvency or Default occurs whichever is the earlier; or

(b) where the Loss is due to Transfer Loss, Government Action or War, the Date of Loss shall be the date on which the Waiting Period expires.

- 12. Deductible** shall mean the amount specified in the Policy Schedule or an endorsement, which is the aggregate amount of Losses that exceed the Non-Qualifying Loss Amount which the Insured shall retain for its own account.
- 13. Default** shall mean the failure of the Buyer including any guarantor to pay the amount owing under a Contract of Sale at the end of one hundred and eighty (180) days from the Due Date.
- 14. Discretionary Credit Limit** shall mean the amount specified in the Policy Schedule or an endorsement which is the maximum Credit Limit the Insured may establish for a Buyer in accordance with its Credit Management Procedures without obtaining a written Credit Limit from the Insurer evidenced by endorsement.
- 15. Due Date** shall mean the date payment is required to be made by the Buyer to the Insured under the terms of the Contract of Sale.
- 16. Eligible Shipments** shall mean any and all Shipments of Goods Insured made to the Buyer during the Policy Period pursuant to a Contract of Sale, delivered as required under the contract and sold for Contract Currency. The value of Eligible Shipments shall exclude sales, value-added or other taxes.
- 17. Goods Insured** shall mean goods and/or services specified in the Policy Schedule or an endorsement.
- 18. Government Action** shall mean the passing of a law or any other measure or decision by the central government of the Buyer's Country which either:
- (a) imposes a general moratorium preventing payment from the Buyer including any guarantor for Eligible Shipments; or
  - (b) prevents performance of the Contract of Sale in whole or in part; or
  - (c) grants the Buyer including any guarantor a valid discharge of debt in respect of an otherwise legally valid Contract of Sale where the payments, when converted into the Contract Currency are less than the amount of the Contract of Sale due to exchange rate fluctuations.

**19. Group** shall mean the Buyer and all companies and other entities controlling, controlled by, or under common control with the Buyer, where "control" means ownership directly or indirectly of more than fifty percent (50%) of the voting share capital.

**20. Insolvent/Insolvency** shall mean when a Buyer including any guarantor shall:

- (a) enter into; and/or
- (b) itself apply for; and/or
- (c) call meetings of members and/or partners and/or creditors with a view to

One or more of

- (a) a moratorium of debt,
  - (b) an interim order,
  - (c) administration or receivership (of any kind),
  - (d) liquidation (of any kind including provisional), bankruptcy (including appointment of an interim receiver),
  - (e) composition and/or arrangement (whether under deed or otherwise) with creditors
- and shall include events under the laws of jurisdictions outside England, which, in the opinion of the Insurer, would have a substantially similar effect.

**21. Insured** shall mean the person or organisation specified in the Policy Schedule or an endorsement.

**22. Insured Percentage** shall mean the percentage specified in the Policy Schedule or an endorsement.

**23. Insurer** shall mean the entity as specified in the Policy Schedule.

**24. Limits of Liability** shall collectively mean: Credit Limit, Country Limit and Policy Limit of Liability.

**25. Local Currency** shall mean the official currency of the Buyer's Country.

**26. Loss** shall mean:

In respect of Insolvency, Default, Government Action and War:

the aggregate amount of Eligible Shipments where the amount exceeds the Non-Qualifying Loss Amount, including interest, if any, accrued and unpaid to the original Due Date, and less:

(a) discounts or other similar allowances and concessions; and/or

(b) amounts which prior to the date of payment of a claim by the Insurer the Insured has received from any source whatsoever as or towards payment for the Eligible Shipments, including realisation of any security and recovered or returned goods and resale of the goods; and/or

(c) expenses saved by the Insured by the non-payment of agent's commissions, non-fulfilment of the Contract of Sale or otherwise; and/or

(d) amounts which the Buyer would have been entitled to deduct by way of credit, set-off or counterclaim against the Insured; and/or

(e) sales, value-added, or other taxes.

Once the deductions above have been made, any amount that exceeds the Credit Limit shall then be deducted.

In respect of Transfer Loss:

the Contract Currency equivalent at the date of expiry of the Waiting Period, of Local Currency deposited in a bank legally permitted to acquire and transfer Contract Currency as payment of all or part of the Eligible Shipments.

**27. Maximum Extension Period** shall mean the number of consecutive calendar days from the original Due Date as specified in the Policy Schedule or an endorsement.

**28. Maximum Terms of Payment** shall mean the longest initial period of credit and the minimum security for payment that the Insured may grant to the Buyer as specified in the Policy Schedule or an endorsement.



- 29. Non-Qualifying Loss Amount** shall mean the amount specified in the Policy Schedule or an endorsement.
- 30. Policy Currency** shall mean the currency specified in the Policy Schedule or an endorsement in which the Premium is payable and the applicable Limits of Liability, the Non-Qualifying Loss Amount and the Deductible are stated.
- 31. Policy Limit of Liability** shall mean the amount specified in the Policy Schedule or an endorsement and which is the Insurer's maximum liability for the aggregate of all Losses insured under the Policy.
- 32. Policy Period** shall mean the period the Policy is in force as specified in the Policy Schedule or an endorsement.
- 33. Premium** shall mean the premium payable in respect of the Policy as specified in the Policy Schedule or in an endorsement.
- 34. Recoveries** shall mean any monies, securities, guarantees, rights, remedies, advantages or concessions held by the Insured or available to the Insured for the purpose of reducing a Loss.
- 35. Shipment** shall mean the delivery of goods and/or services to a Buyer, which shall be deemed to take place when the goods have left the control of the Insured for the purpose of delivery to a Buyer and/or when the services have been performed and invoiced to the Buyer.
- 36. Stop Shipments Date** shall mean the date, calculated as the number of days from the original Due Date, as specified in the Credit Management Procedures, at which point the Insured shall cease all further Shipments to a Buyer. Where such date is not specified in the Insured's Credit Management Procedures, it shall be deemed to be equivalent to the Maximum Extension Period in the Policy Schedule. The Stop Shipment Date shall in all circumstances not exceed the Maximum Extension Period.
- 37. Transfer Loss** shall mean the failure of the official exchange authority of the Buyer's Country to approve and effect the transfer of Contract Currency in respect of Eligible Shipments under the Contract of Sale. Transfer Loss shall be deemed to occur on the date when:
- (a) the Local Currency deposit has been made by the Buyer or any guarantor into a bank legally permitted to acquire and transfer Contract Currency; and the earlier of

- (b) the necessary transfer formalities are completed by the Buyer or any guarantor; or
- (c) any application made for the Contract Currency is refused.

**38. War** shall mean the occurrence within the Buyer's Country of war, civil war, insurrection, rebellion, and/or revolution (except as may be excluded by B. Exclusions, 14) which prevents payment from the Buyer including any guarantor for Eligible Shipments.

**39. Waiting Period** shall mean:

- (a) where the Loss is caused by Insolvency or Default, the number of consecutive calendar days that must elapse after the Date of Loss before any Loss is payable under the Policy and which shall be thirty (30) days after the Insurer has received satisfactory Confirmation of Debt; or
- (b) where the Loss is caused by Transfer Loss, the number of days specified in the Policy Schedule or an endorsement, which shall commence on each Due Date, or the date of deposit of Local Currency by the Buyer, or the date when any application made for the transfer of Contract Currency is refused, whichever is the later; or
- (c) Where the Loss is caused by Government Action or War, the Waiting Period shall commence on each Due Date and shall be the number of days specified in the Policy Schedule or an endorsement.

**MARKEL**®