Swiss Re

# Trade Credit Insurance Claim Form

**Swiss Re International SE, Australia Branch ABN 38 138 873 211 AFSL 355 088**

**Please email this form and all details required to tci_claims@swissre.com**

## Your claim

1. Name of insured (or joint insured)

   Policy number

2. Buyer information – the debtor

   Company name (legal name) Registration no.

   Address

   Postcode City

   State Country

   Contact name

   Email Telephone

   Debtor's industry

3. Claim details

   Type of loss ☐ Insolvency ☐ Protracted default ☐ Contract repudiation ☐ Political risk

   Date of loss or insolvency (dd/mm/yyyy)

   Have you lodged your debt with the insolvency practitioner? ☐ Yes ☐ No

   Has the debtor raised any dispute or complaint in regard to this contract? ☐ Yes ☐ No If 'Yes', please give details

   Total amount owed by the debtor Currency

   Amount claimed under the policy (please take into account the permitted credit limit, Insured percentage and any items not covered by your policy) Currency

## General information and securities

4. Do any of the following apply to this account?
   If 'Yes', give details including all documentation and advise what action you are taking to enforce your rights

   (a) Retention of title

   (b) Personal guarantee / other security

   (c) Contra trading or set-off

   (d) Number 2 account / cash sales

5. Date account first opened on credit terms (dd/mm/yyyy)

6. Terms of payment agreed with debtor (please be specific)

7. (a) Was credit approved under a credit limit endorsement?

   If 'Yes', provide copy of endorsement.

   If 'No', refer to (b)

   (b) Was credit approved under an available discretionary credit limit? ☐ Yes ☐ No

   If 'Yes', was credit granted relying on:

   (i) Trading experience

   (ii) Trade references

   (iii) Business information report

   (iv) Bank report

   (v) Other information used in credit assessment

   If 'Yes' to any of (i) to (iv) above, provide copies of relevant reports or information. Use back page if additional space is required.

## Additional information

8. What specific action, including legal action, was taken from the date the account became reportable to the date of insolvency, in pursuing the debtor for payment of the outstanding debt? Was the debt passed to a collection agent? Please provide all relevant copy documents.

9. Details of all unpaid invoices / credit notes (If necessary continue on a separate sheet with the same headings)

| Invoice / credit note number | Shipment / services rendered date (dd/mm/yyyy) | Issue date (dd/mm/yyyy) | Due date for payment (dd/mm/yyyy) | Currency | Amount including Tax | Rate of exchange used for conversion to policy Currency for declaring turnover of transactions | Taxes, retention monies & Other policy exclusions |
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| | | | | Totals | | | |

Copies of all outstanding invoices to be provided. If in excess of 20 in number, provision of the last 20 will suffice for initial claim assessment. Please also provide all invoices to which credit notes relate together with copies of the relevant credit notes.

10. Ledger reconciliation for the 12 month period prior to the oldest unpaid invoice

| Month of invoice/shipment/ services rendered (mm/yyyy) | Total amount invoiced in the month (including taxes) | Date by which monthly amount cleared/paid (dd/mm/yyyy) | Days credit taken |
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Please attach a copy of your ledger and/or statements covering all entries for the period commencing 12 months prior to the oldest unpaid amount up to and including the date of the last transaction with this debtor.

## Supporting documents

Please send the originals or photocopies of all the documents listed below.

(a) The underlying contract and order(s) relating to the outstanding invoices and your confirmation(s) of the order(s)

(b) The outstanding invoices(s)

(c) The statements of the account for the period commencing 12 months prior to the oldest unpaid invoice and up to the date of the last transaction

(d) All relevant correspondence (especially all communications received from the debtor)

(e) If the debtor is insolvent, any available evidence of insolvency (for example, a notice from the Receiver or Liquidator)

(f) Copy of the relevant condition of sale

## Export only

(g) Any notices from your bank advising that Payments Due have been dishonoured

(h) Any outstanding bill(s) of exchange, promissory notes or drafts

(i) All bill(s) of lading or airway bill(s) relating to unpaid invoices

## Important Notices

**Understanding the Policy**

You should read the entire Policy carefully, including the definitions and the exclusions, to ensure that it meets your requirements. We recommend that you consult an insurance adviser to ensure a clear understanding of your rights and obligations under this insurance contract.

For the purposes of these Important Notices "we, "our" and "us" each mean Swiss Re International SE, Australia Branch.

**Your duty of disclosure**

When you are completing the Proposal, it is important that you understand that you are answering questions for yourself and anyone else that you want to be covered by the Policy.

Before you enter into the Policy, you have a duty to tell us anything that you know, or could reasonably be expected to know, which may affect our decision to insure you and on what terms. You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate the Policy.

You do not need to tell us anything that:

- reduces the risk we insure you for;
- is common knowledge;

- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we shall pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

**Privacy Statement**

Our Privacy Policy describes how we collect, disclose, store and use personal information as well as how to access it, correct it or make a complaint. We use personal information to issue, administer and manage products and provide services.

When we say personal information, we may also mean sensitive information such as health information, criminal history or professional memberships that's relevant to us issuing, administering or managing products or providing services and the terms on which we will do these things.

You can view our Privacy Policy at corporatesolutions.swissre.com/australia-newzealand.

We may share personal information with other Swiss Re Group companies, our agents and service providers, each of which may be based outside of Australia.

If you give us someone else's personal information you must make them aware of the details in this Privacy Statement.

If you don't provide all of the personal information we have requested, we may be unable to issue, administer and manage products and provide services.

**Complaint & Dispute Resolution Process**

We have Complaints Handling and Dispute Resolution processes in place. We aim to respond to a complaint or to a dispute within 15 business days once we have all necessary information and have completed any investigation that may be needed.

If we cannot respond within 15 business days, we shall let you know as soon as practicable within the 15 business day time frame, and nominate a reasonable alternative time. When doing this we shall attempt where possible to meet any reasonable time requirements you express.

We shall keep you informed about the progress of your complaint or dispute every 10 business days until we have responded to you on it.

Should you wish to make a complaint, you can contact our Complaints Officer on (02) 8295 9500 or by writing to:

The Complaints Manager
Swiss Re International SE, Australia Branch
Level 36, Tower Two, International Towers Sydney
200 Barangaroo Avenue, Sydney NSW 2000
Email: complaints_anz@swissre.com

If you feel our response does not resolve your complaint you may tell us and ask us to treat it as a dispute. It will then be independently reviewed by our Internal Dispute Resolution Panel comprising employees with appropriate experience, knowledge and authority who have not been involved in the matter before.

The General Insurance Code of Practice

We abide by the General Insurance Code of Practice (Code). The Terms of the Code require us to be open, fair and honest in our dealings with you. The Code outlines the standards by which we have agreed to deal with you in relation to the standards for our employees, authorised representatives, financial hardship, information and education and access to information. The Code aims to:

- Commit us to high standards of service.
- Promote more informed relations between you and us.
- Promote trust and confidence in the insurance industry.

## Declaration of insured and signature

We authorise you to disclose your interest in this account to the appropriate authority dealing with the debtor's affairs. On request we will complete and submit an assignment of the debt to the Insurer.

We will obtain/attach (delete as appropriate) written confirmation from the liquidator, trustee, receiver, or other appropriate authority, of the amount for which we are admitted to rank in the insolvent estate of the debtor or, in the case of any other Insured loss, we attach evidence of debt. It is acknowledged that the information/documents requested herein are those usually necessary for adjudication of a claim, but such requirements are not be construed as in any way limiting the definitions and conditions of the policy as to our duty of disclosure of material facts, information as well as to the Insurer's right to examine or obtain copies of letters, accounts or other documents in our possession or control relating to or connected with our Policy and claim.

The information given herein and the attachments are, to the best of our knowledge and belief, true and correct in every particular.

Name

Position in company

Signature

Date (dd/mm/yyyy)

## Additional space, if required