



Trigger Policy Wording

GMW201403

Equinox Global Limited is registered in England & Wales, registration number: 7067241.
Registered office: 20-22 Bedford Row, London WC1R 4JS.
Equinox Global Limited is authorised and regulated by the Financial Conduct Authority (515332).

1. The cover offered by this policy

a) Cover

This policy covers you for all *Shipments* you make to your buyers within the *Policy Period*, provided they are within the parameters described in the Schedule.

b) Losses covered

We will make payment to you, subject to the conditions of this policy, in respect of any *Loss* which you may sustain due to the non receipt of a legally enforceable (when created) and undisputed payment owing to you from your buyers in respect of *Shipments* made.

c) The amount we will pay

We will pay you the *Covered Percentage* of any *Loss* in excess of the available *Annual Aggregate Deductible*. We will calculate your *Loss* as the amount owing to you from the buyer, less any amount which you or the buyer are entitled to credit to the buyer's account by way of set off, counterclaim or otherwise, less any sales or value added tax you save as a result of the non payment, and less any interest accruing after due date. We will pay you up to the *Covered Percentage* of the *Credit Limit* for the buyer.

d) Country Limit

The maximum amount we will pay in relation to all *Losses* with buyers in a given country shall be the *Country Limit* stated in the Schedule.

e) Policy Limit

The maximum amount we will pay in relation to all *Losses* for the *Policy Period* shall be the *Policy Limit* stated in the Schedule.

f) When will we pay you?

We will pay your claim no more than 30 days from the date of receipt of all information necessary to prove your *Loss*, or from the end of the *Waiting Period*, whichever is the later.

2. Credit Limits

You must have a *Credit Limit* for every buyer. This is the maximum amount approved to be outstanding from the buyer at any one time.

a) Discretionary Credit Limits

You may set your own written *Credit Limit* up to the amount specified as the *Discretionary Credit Limit* in the Schedule. The rules for setting *Discretionary Credit Limits* are set out in the Schedule.

b) Credit Limits from us

Above the amount of the *Discretionary Credit Limit*, you must obtain a *Credit Limit* from us. Any *Credit Limit* issued by us will override any *Discretionary Credit Limit* you set yourself on the same buyer. Our *Credit Limits* may vary any provision of this policy.

c) Review of Credit Limits

In the event the credit risk of the buyer deteriorates, as evidenced by the occurrence of one of the *Independent Limit Triggers*, we shall have the right to review the *Credit Limit*. This review may result in a reduction or withdrawal of the *Credit Limit*. If we decide to reduce or withdraw the *Credit Limit*, the change will take effect for all *Shipments* made after the date we specify when notifying you of the change. In the event of any reduction or cancellation of a *Credit Limit*, your premium will be reduced accordingly, with effect from the effective date of the change. We shall not have the right to reduce or withdraw a *Credit Limit* unless one of the *Independent Limit Triggers* has occurred in relation to that buyer. Information used to assess the *Independent Limit Triggers* shall only qualify if that information is in the public domain. It is the responsibility of us, not you, to monitor the *Independent Limit Triggers*.

3. What we expect of you

a) Disclosure

You must have disclosed and continue at all times to disclose all facts which might affect the risk insured under this policy. This applies, without limitation, to the proposal form (which is incorporated into this policy as its basis) and to the statements made when applying for *Credit Limits* and *Country Limits* on an ongoing basis.

b) Legally enforceable indebtedness

You must establish and maintain an indebtedness that is legally enforceable in the buyer's country.

c) Due care and diligence

You must use due care and diligence and take all reasonable and customary measures to prevent or minimise loss. This includes ensuring all rights against the goods, buyer and third parties are properly preserved and exercised, including the institution of legal proceedings against the buyer or any guarantor.

d) Controlling credit extensions

You may grant one extension of due date up to the end of the *Maximum Extension Period*, provided that the payment instrument is not a bill of exchange, promissory note, letter of credit or documentary sight draft. Otherwise you may not accelerate, reschedule or change the due date without our written consent. Where you grant one extension as above, the extended due date shall be considered to be the due date for the purposes of this policy.

e) Uninsured amounts

You must retain for your own account the portion of all *Losses* that are not payable under this policy.

f) Report of sales

You must provide a report of your annual sales in respect of the business to which this policy applies within 30 days from the expiry of the *Policy Period*.

g) Report of overdues

You must provide a report within 20 days of the end of each calendar month showing, as at the month end, any undisputed amounts of more than the *Overdue Reporting Minimum* that are overdue from a buyer by more than the *Stop Shipment Period*.

h) Providing information

You must provide us with all information and documents connected with the risks insured hereunder that we may require.

4. What to do if something goes wrong

a) Adverse Information

If you become aware of any circumstance which may reasonably be expected to result in a loss, you must immediately notify us.

b) Stop Shipment and chronological allocation of payments

You must not make further *Shipments* after becoming aware of a circumstance which may reasonably be expected to, or is likely to, result in a *Loss*, without our written permission.

We will not be liable for any *Shipments* you make while a buyer has outstanding amounts beyond the expiry of the *Stop Shipment Period*. This will not apply where the outstanding amount is due to a dispute which you have acknowledged.

If you continue *Shipments* beyond these dates on an uninsured basis, even where the terms of payment are cash in advance, this could reduce the calculation of any *Loss*. For the purposes of calculating a *Loss*, all amounts received from a given buyer (whether or not in respect of *Shipments* insured by us, and irrespective of any designation by the buyer) shall be allocated in the chronological order of due dates.

c) Minimise loss

Paragraph 3 c) continues to apply and in addition you must take any other measures which may be required by us.

d) Disputes

If a dispute exists between you and the buyer, you will need to settle the dispute or else establish that the amount owing to you is valid and legally enforceable in the courts of the buyer's country. We shall not be liable for any such amount until this has occurred.

e) Written demand

At least 30 days before submitting the claim to us, you must have made a written demand for payment of the amount owing from the buyer and from each guarantor (if any).

5. Claims

a) Making a claim

You must submit your claim, including with it all available supporting information, within 240 days of the due date of payment, otherwise your claim will not be accepted for consideration.

b) When will we pay you?

Subject to the terms of this policy, we will pay your claim no more than 30 days from the date of receipt of all information necessary to prove your *Loss*, or from the end of the *Waiting Period*, whichever is the later.

c) Subrogation

Upon payment of a claim, we shall be subrogated to all your rights of recovery against any person or organisation. You must continue to take all steps which may be necessary, or which we may require, to effect recoveries. Upon request you must assign and transfer to us your rights in connection with the *Loss*.

d) Costs and expenses

Where we have given prior agreement in writing for you to incur an extraordinary expense in order to fulfil your obligations to minimise and recover a *Loss*, we will contribute towards that expense. Our contribution will be proportionate to our liability for the *Loss*.

e) Recoveries

All *Recoveries* must immediately be remitted to us in full and without deduction. Until this remittance is made you receive and hold *Recoveries* in trust for us. We shall be allocated and retain the *Covered Percentage* of *Recoveries* up to an amount equal to the sum of (i) the amount we pay for the *Loss* (ii) our contribution towards your costs and expenses (iii) the *Covered Percentage* of any interest recovered and (iv) the additional amount we would have paid but for the *Annual Aggregate Deductible*. From the sum so allocated we will retain funds up to the total of items (i) to (iii) and any balance will to that extent reinstate the *Annual Aggregate Deductible*. All further sums will be allocated to you.

6. Things that are not covered

a) Failure by you

Any *Loss* caused by any failure by you or by any of your agents to fulfil any of the terms of your contract with the buyer or to comply with the provisions of any law, or caused by your *Insolvency*.

b) Import and export licences

Any *Loss* caused by a failure to obtain any export or import licence or other authorisation necessary for the performance of your contract with the buyer, unless the necessity arose after the date of *Shipment*.

c) Third countries

Any *Loss* arising directly as a result of an event occurring in a country other than the buyer's country, unless the third country is approved in the Schedule.

d) Disputes

As provided for in paragraph 4 d) any *Loss* in relation to any amount which is the subject of an unresolved dispute between you and the buyer.

e) Stop Shipment

Any *Loss* in relation to any transaction where, on the date of *Shipment*:

- any amount is overdue from the buyer beyond the expiry of the *Stop Shipment Period* (other than an amount which is subject to a dispute which you have acknowledged)
- you were aware of any circumstance which may reasonably be expected to or is likely to result in a *Loss*.

f) Radioactive contamination

Any loss 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 thereto, nuclear fuel, combustion, or waste.

g) War between the five great powers

Any loss arising directly or indirectly from war (whether before or after the outbreak of hostilities) between any of the following: China, France, the United Kingdom, the Russian Federation and the United States of America.

h) Non conforming transactions

Any transaction which falls outside the parameters described in the Schedule.

i) Sales to affiliates

Any sales to affiliates or subsidiaries, unless you have disclosed the relationship to us and we have specifically agreed a *Credit Limit* on the buyer acknowledging the relationship.

7. General Conditions

a) Assignment of policy rights

You cannot assign this policy or any of its benefits without our written consent.

b) Assignment of contract rights

If the right to receive payment from your buyer has been assigned or charged to a third party, or is in any way encumbered, we will not be liable to make payment until the person in whose favour the assignment or charge has been made has given us a written undertaking that they will account to us for, and will not make any claim to, our proportion of the *Recoveries*.

c) Waivers

No variation or waiver relating to any term or condition of this policy shall be binding unless we have specifically agreed this in writing.

d) Conversion of currencies

Where the amount owing from your buyer is denominated in any currency other than the *Policy Currency*, payment of any *Loss* will be made in the *Policy Currency* converted at the exchange rate (being the closing mid-point rate quoted in the London Foreign Exchange Market) on the date of *Shipment*.

e) Misrepresentation and fraud

Any misrepresentation, whether fraudulent or otherwise, or fraudulent conduct on your part in relation to this policy or a claim under it or to any transaction to which this policy applies, will render this policy void but we may retain any premium paid.

f) Joint and several obligations

The obligations of the persons named as the Insured shall be joint and several and for the avoidance of doubt the *Annual Aggregate Deductible* and all limits of any kind under this policy shall apply to those persons collectively. A person who is not a party to this policy shall not have any rights under or in connection with this policy by virtue of the Contracts (Rights of Third Parties) Act 1999.

g) Conditions Precedent

The performance of the following provisions of this policy shall be considered to be conditions precedent to liability: Paragraphs 3a), 3b), 3c), 3d), 3e), 3g), 4a), 4c) and 4e). Due payment of premium including any premium taxes within 60 days of due date is also a condition precedent to liability.

h) Exclusions

The following provisions of this policy shall be considered as exclusions of liability: Paragraph 6a) to 6 i).

i) Cancellation

You are not permitted to cancel this policy. There shall be no cancellation or return premium for short interest, unless specifically agreed by us at inception. We are permitted to cancel this policy for non payment of premium or in the event of your *Insolvency*. In the event of cancellation by us, we shall notify you in writing stating when (not less than 10 days thereafter) the cancellation shall be effective. Upon cancellation this policy shall be void and no *Loss* occurring thereafter shall be eligible for payment. The mailing of such notice shall be sufficient proof of notice.

j) Set off

We are entitled to set off any amount payable under this policy against any amount that is owing from you to us, whether under this policy or otherwise.

k) Law and arbitration

This policy shall be governed by the laws of England and Wales. Any dispute arising in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place of, arbitration, shall be London. The language used in the arbitral proceedings shall be English.

l) Complaints

If you should have any complaint about a general insurance related matter or about our service generally, we would ask you to make your complaint in writing to the Complaints Officer, at the following address:

Equinox Global Limited
Sutherland House
3 Lloyd's Avenue
London
EC3N 3DS

After this action, if you are still not satisfied with the way a complaint has been dealt with, you are entitled to ask the Policyholder & Market Assistance Department at Lloyd's or the Complaints Officer at Aspen Insurance UK Limited to review your case. The addresses are:

Policyholder & Market Assistance Department
Lloyd's Market Services
One Lime Street
London
EC3M 7HA
Telephone: 020 7327 5693
Fax: 020 7327 5225

Aspen Insurance UK Limited
30 Fenchurch Street
London
EC3M 3BD

m) Sanctions

We shall not be deemed to provide cover and we shall not 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 us and/or the London Underwriters which we represent, their parent companies or their ultimate controlling entities to any sanction, prohibition, reporting obligation 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.

n) Binding authority

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

8. Definitions

a) 'We', 'us', 'our'

Equinox Global Limited underwriting for and on behalf of certain underwriters named in the Schedule.

b) 'You', 'your'

The Insured named in the Schedule.

c) Annual Aggregate Deductible

The amount of *Loss* in respect of *Shipments* made during the *Policy Period* that you shall bear for your own account before we shall make payment under this policy. Sums recovered in respect of any *Loss* borne under the *Annual Aggregate Deductible* shall reinstate the latter by the same amount.

d) Insolvency

Any of the following steps, or an equivalent step, has been taken by or against the entity concerned pursuant to the law of the country having jurisdiction over the entity's affairs:

1. Bankruptcy or insolvency is adjudicated;
2. A court having jurisdiction approves a compromise, composition or similar arrangement of debts on the basis of a receiving order; or the entity makes a valid assignment, composition or similar arrangement for the benefit of all creditors;
3. The appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case, whether out of court or otherwise) in respect of the entity or any of its assets;
4. A court having jurisdiction orders the winding up or the liquidation of the entity; or an effective resolution is passed for the voluntary winding-up or liquidation of the entity;
5. Circumstances exist which in our opinion are equivalent to one of the above.

e) Loss

The amount owing to you from a buyer, less any amount which you or the buyer are entitled to credit to the buyer's account by way of set off, counterclaim or otherwise, less any sales or value added tax you save as a result of the non payment, and less any interest accruing after due date.

Any amount owing to you from a buyer below the amount of the *Non Qualifying Loss* shall not qualify as a *Loss* (or be applied to the *Annual Aggregate Deductible*) for the purposes of this policy. However, if a given amount owing would have exceeded the amount of the *Non Qualifying Loss* except that the *Shipments* took place in two consecutive *Policy Periods*, then it will be deemed that all the *Shipments* took place within the *Policy Period* in which the majority by value were made.

f) Recoveries

All sums whatsoever received, recovered or realised after the date we pay a claim, whether by you, by any person acting on your behalf or by us in relation to the *Loss*.

g) Shipment

The sale of goods or services. *Shipment* shall be deemed to be made when goods are placed irretrievably en route to the buyer. In the case of services *Shipment* shall deem to be made when each invoice for services performed is submitted to the buyer.

h) Waiting Period

The number of days that must elapse after the due date before a *Loss* under this policy is deemed to have occurred. In the case of the buyer's *Insolvency*, the end of the *Waiting Period* shall be immediately upon the due date of payment or the date of *Insolvency*, whichever is later. In all other cases, the *Waiting Period* shall be 180 days from the due date of payment.

i) Items in Italics

Items in italics which are not defined above are defined in the Schedule.