

# Excess of loss.

## Please read the following information carefully

This document sets out the important information that you, or your insurance advisor on your behalf, have provided to us and we rely on it in assessing your insurance cover. It is very important that the information you provide is up-to-date and substantially correct; otherwise your insurance could be invalidated, a claim payment reduced or your claim refused.

## What you need to do next

Please:

- a) Check that the information set out below is correct before signing and returning;
- b) Also read the Important Notes that explain how your information will be used; and
- c) Inform any other persons who it is proposed should be covered under this insurance of the contents of this document including the Important Notes and Declaration, and obtain their consent to the processing of their personal information (including sensitive personal data) in this way.

If there is not enough space provided for you to give a complete answer, please enter the full details in Additional Information at the end of the document.

## 1 Your company

Company name

.....

National ID

.....

Registered address

.....

Postcode

Country

.....

Postal address

.....

Postcode

Country

.....

Telephone

Facsimile

.....

Website

.....

## 1 Your company (continued)

Is cover required for any other Group company?

If yes, please provide full details

.....

What are your reasons for seeking credit insurance?

.....

## 2 Nature of your business

2.1 Describe your trading activity:

.....

2.2 To what trade sector(s) are they sold:

Manufacturers

Wholesalers

Retailers

Describe:

.....

2.3 How long have you been trading in this sector?

.....

2.4 Country of origin of the goods

.....

2.5 Do you deliver goods from a country other than your Insured base to a third country?

Yes

No

If yes, please provide details

.....

2.6 Do you act as an agent or principal?

Yes

No

2.7 Do you have written supply contracts with your customers?

Yes

No

2.8 What is the period from date of contract to date of delivery?

.....

2.9 Are there any seasonal peaks to your business?

Yes

No

If yes, please provide details

.....

2.10 What are your normal terms of payment?

.....

2.11 What proportion of your sales is on extended terms?

.....

2.12 What is the average Days' Sales outstanding?

.....

2.13 Do you use any trading instruments?

Yes

No

If yes, please provide details

.....

### 3 Cover required

**3.1** Please confirm which type of policy is required:

### Commercial risks only

### Commercial and Political risk

**3.2** This policy will be issued in a single currency (policy currency) selected from the following.  
Please check one box only.

GBP

USD

Euro

Other, please specify .....

#### 4 Estimated turnover details

Please provide estimated annual insurance turnover for the next 12 months based on where your customers are domiciled

[illegible]

For other countries, use additional sheets as required.

\* All figures, wherever possible, should exclude the value of transactions with associated and subsidiary companies.

\*\* If non standard terms of payment apply to any customers, please give details.

## 5 Non-standard terms of payment and contracts

Do any of the following relate to your business? If, yes, please provide full details.

Consignment stock trading	Yes	No	Provide copy of agreement
Forward dating of invoices	Yes	No	How many days? .....
Retention monies	Yes	No	Provide full details separately
Contra or set-off trading	Yes	No	Provide full details separately
Binding contracts	Yes	No	Provide full details separately
Work in progress	Yes	No	Provide full details separately
Self billing	Yes	No	Provide full details in section 11
Long term contracts (over 6 months)	Yes	No	Provide full details separately

## 6 Total of debtor balances

As at 31st March last ..... As at 30th September last .....  
 As at 30th June last ..... As at 31st December last .....

## 7 The debtor profile of your active customers

Please indicate the number of customers, by size of debt and indicate approximate total value of these accounts within each banding for the year.

Debt (balance outstanding at one time)	Number	% of credit turnover	Debt (balance outstanding at one time)	Number	% of credit turnover
2,500,001 and over	.....	.....	50,001 to 100,000	.....	.....
1,000,001 to 2,500,000	.....	.....	25,001 to 50,000	.....	.....
500,001 to 1,000,000	.....	.....	10,001 to 25,000	.....	.....
250,001 to 500,000	.....	.....	5,001 to 10,000	.....	.....
100,001 to 250,000	.....	.....			
<b>Total number of live accounts</b>	.....				

## 8 Past experience

### 8.1 Please provide details

Financial year ending	Turnover* (000)	Total bad debts	Recoveries**	Number of losses	List your 2 largest bad debts per year	Customer names
					1. ....	.....
					2. ....	.....
.....	.....	.....	.....	.....	3. ....	.....
					1. ....	.....
					2. ....	.....
.....	.....	.....	.....	.....	3. ....	.....
					1. ....	.....
					2. ....	.....
.....	.....	.....	.....	.....	3. ....	.....
					1. ....	.....
					2. ....	.....
Financial year to date	.....	.....	.....	.....	3. ....	.....

\* Turnover should be net of tax and exclude any inter-company trading and any trading undertaken on secured terms or any other non insurable items.

\*\* Recoveries should be net of tax and include retention of title income etc. but should not include credit insurance claims.

### 8.2 Provide further details of the most recent Largest Individual Losses (Top 5 in the last 3 years)

Financial year ending	Customer name	Country of customer	Cause of loss	Value (000)	Recoveries
1. ....	.....	.....	.....	.....	.....
2. ....	.....	.....	.....	.....	.....
3. ....	.....	.....	.....	.....	.....
4. ....	.....	.....	.....	.....	.....
5. ....	.....	.....	.....	.....	.....

## 9 Current aged debtor analysis

As at	.....	.....
	Value (000)	Percentage of past due date resulting from disputes
Current (not yet passed due date)	.....	.....
1-30 days	.....	.....
31-60 days	.....	.....
61-90 days	.....	.....
90 days+	.....	.....
Total	.....	.....

## 10 Overdue accounts and outstanding claims yet to be submitted

If you have any accounts which are either overdue beyond 120 days from delivery of goods (or services rendered), causing concern or in financial difficulties and or have impending claims, please give details as shown below. If none, state "none".

Name and address	Amount outstanding	Original due date	Action taken
.....	.....	<input type="text" value="/ /"/>	.....
.....	.....	<input type="text" value="/ /"/>	.....
.....	.....	<input type="text" value="/ /"/>	.....
.....	.....	<input type="text" value="/ /"/>	.....
.....	.....	<input type="text" value="/ /"/>	.....

## 11 Non-standard terms of payment

Customer name:

Extended terms of payment:

.....	.....
.....	.....
.....	.....
.....	.....

## 12 Policies, guarantees and/or securities held or applied for

- 12.1** Do you at present hold, or are you currently negotiating, any policy of insurance or guarantee, factoring arrangement, invoice discounting arrangement or any security in connection with the credit risk on any of your customers? Yes No

If yes, please provide full details

.....

.....

- 12.2** Policy of insurance Yes No

with ..... Expiry date

- 12.3** Factoring arrangement or invoice discounting Yes No

Please provide details

.....

If yes, is it without recourse?

Yes No

- 12.4** Assign your debts Yes No

Please provide details

.....

- 12.5** Personal guarantees Yes No

Please provide details

.....

- 12.6** Retention of title Yes No

If yes, please comment on enforceability prospects of ROT rights and resale value of your products

- 12.7** Other security Yes No

Please provide details

.....

- 12.8** Have you ever had an insurance policy cancelled or a renewal refused by an Insurer? Yes No

If yes, please provide full details

.....

### 13 Major customers listed by size of account

Name and address (including National ID)	Credit limit required (000)	Annual credit turnover with customer	Remarks (eg. non-standard payment terms)
1. ....			
National ID .....	.....	.....	.....
2. ....			
National ID .....	.....	.....	.....
3. ....			
National ID .....	.....	.....	.....
4. ....			
National ID .....	.....	.....	.....
5. ....			
National ID .....	.....	.....	.....
6. ....			
National ID .....	.....	.....	.....
7. ....			
National ID .....	.....	.....	.....
8. ....			
National ID .....	.....	.....	.....
9. ....			
National ID .....	.....	.....	.....
10. ....			
National ID .....	.....	.....	.....
11. ....			
National ID .....	.....	.....	.....
12. ....			
National ID .....	.....	.....	.....
13. ....			
National ID .....	.....	.....	.....
14. ....			
National ID .....	.....	.....	.....
15. ....			
National ID .....	.....	.....	.....



## **14 Credit management**

It is mandatory to provide us with a completed, signed and dated QBE XOL Credit Procedures Questionnaire.

## **15 Your duty of fair presentation**

- 15.1** The insured must make a fair presentation of the risk (as set out in the Insurance Act 2015 or successor or amending legislation) in proposing for, or proposing to vary, this insurance.

### **Remedies for breach of the duty of fair presentation – proposing for this insurance**

If the insured or anyone acting on its behalf breaches the insured's duty of fair presentation then the insurer's remedies shall be as follows:

- a) if such breach is deliberate or reckless, the insurer may:
  - i) treat this policy as having been terminated from its inception; and
  - ii) retain the premium;
- b) if such breach is not deliberate or reckless and the insurer would not have entered into this policy but for the breach, the insurer may by notice to the insured treat this policy as having been terminated from its inception in which case the insurer shall return the premium; and
- c) in all other cases if, but for the said breach, the insurer would have entered into this policy but:
  - i) on different terms (other than terms relating to the premium), the insurer may require that this policy is treated as if it had been entered into on those different terms from the outset; or
  - ii) would have charged a higher premium, the insurer may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the insurer shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged} / \text{higher premium}) \times 100$ .

### **Material changes during the policy period**

The insured must notify the insurer within thirty (30) days of any material change to the insured, its business or the risks insured if indemnity under this insurance is sought in relation to any such change.

The insurer shall not indemnify the insured for any liability arising out of a material change for which indemnity would otherwise have been available under this insurance unless the insurer has provided valid confirmation of cover, whether by an express term of this policy, endorsement, written confirmation or otherwise.

### **15.2 Co-insurance**

Under the terms of your policy, you will be your own insurer for:

- a) an agreed percentage of any loss you may suffer;
- b) so much of any indebtedness owing to you as exceeds the permitted limit; and
- c) any deductibles applicable to your policy.

**16 Declaration**

I/we declare that this proposal contains every material circumstance of which I/we are aware following a reasonable search and that the information contained in this proposal (including all attachments, if applicable) is substantially correct.

I/we undertake to inform the insurer of any material alteration to the information contained in this proposal as may be necessary to comply with my/our duty of fair presentation as set out in the Insurance Act 2015.

If this proposal has been completed on my/our behalf, I/we agree the person is deemed to be my/our agent and not an agent for QBE Europe SA/NV and QBE UK Limited and that I/we have read the information provided before signing the form.

I/we confirm that I/we have read and understood the above Declaration and the Important Notes overleaf.

**Company stamp or  
full name of company(s)** .....

**Signature** .....

**Date**

**Name of signatory** .....

**Position in company** .....

**Email** .....

**17 Broker/Agent**

**Company name** .....

**Address** .....

**Contact name** .....

**Email** .....

**18 Marketing**

Please indicate if you do not wish to receive information about  
our product and services

**Yes** **No**

**Excess of loss**

## **19 Additional Information**

Please use the space provided below for any additional information

## 20 Important notes

### 20.1 Choice of contract law

Unless it is agreed otherwise, the law that applies to this contract is the law of that part of the United Kingdom where your principal premises is located.

In addition any legal proceedings between you and us in connection with this contract will only take place in the courts of that part of the United Kingdom where your principal premises is located and are subject to the exclusive jurisdiction of that court.

### 20.2 Compensation

QBE UK Limited is covered by the Financial Services Compensation Scheme. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. Compensation for noncompulsory insurance will be paid at 90% with no upper limit and at 100% if the insurance is legally compulsory with no upper limit. Compensation is only available to commercial customers in limited circumstances.

Further information can be obtained from QBE at the address below, or from the Financial Services Compensation Scheme at the following address: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or from their website [www.fscs.org.uk/contact-us/](http://www.fscs.org.uk/contact-us/).

### 20.3 Data Privacy Notice

Any personal data provided to the insurer will be processed in compliance with all applicable laws and regulations and in accordance with the privacy notice which can be found at <https://qbeeurope.com/privacy-policy/>. Alternatively the insured may contact the insurer's Data Protection Officer to request a copy of the full privacy notice by email: [dpo@uk.qbe.com](mailto:dpo@uk.qbe.com) or by writing to: the Data Protection Officer, QBE European Operations, 30 Fenchurch Street London EC3M 3BD.

### 20.4 Fraud Act 2006

If you provide an answer/information which you know is untrue, or deliberately fail to provide information that we have requested (e.g. previous accidents) you may be committing a criminal offence.

### 20.5 Records

The insurer may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. It is hereby agreed that an electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

## **20 Important notes (continued)**

### **20.6 The law and language applicable to the policy**

The language applicable to the policy.

The language used in this policy and any communications relating to it will be English.

### **20.7 Your insurer**

#### **QBE UK Limited**

(registered in England number 01761561; Home State - United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority; registration number 202842)

#### **QBE Europe SA/NV**

QBE Europe SA/NV Limited is a public limited liability company (VAT BE 0690.537.456) and is Authorised by the National Bank of Belgium (NBB) (de Berlaimontlaan 14 Boulevard de Berlaimont, 1000 Brussels, Belgium) under licence number 3093.

### **20.8 Your insurer's Head Office**

QBE UK Limited, 30 Fenchurch Street, London, EC3M 3BD

Tel: +44 (0) 20 7105 4000 Fax: +44 (0) 20 7105 4019

QBE Europe SA/NV, Regentlaan 37 Boulevard du Régent, 1000 Brussels

Tel: +32 2 504 82 11 Fax: +32 2 504 82 00

## **QBE European Operations**

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London EC3M 3BD  
tel +44 (0)20 7105 4000  
**QBEurope.com**

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