

# Single account.

## 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

### Please complete each statement and answer each question in full

Company name (correct legal entities)

.....

National ID

.....

Registered address

.....

Postcode

Country

.....

.....

Telephone

Facsimile

.....

.....

Email address

.....

Contact name

Position

.....

.....

2 Nature of your business

2.1 Describe your business activities

.....

.....

2.2 How long have you been trading in this sector?

.....

3 Customer transaction

3.1 Company name

.....

Registered address

Postcode Country

Country

.....

.....

National ID

Credit limit required

.....

.....

Annual credit turnover with customer

.....

Terms of payment

.....

3.2 Goods/services being sold

.....

.....

3.3 Why are you seeking Trade Credit Insurance cover for this particular customer?

.....

.....

3 Customer transaction (continued)

3.4 Is this the first transaction with this company? Yes No

If not, please provide a full trading history for the last 12 months or since inception, if within the last 12 months

Month of transaction	Total invoiced	Due date	Balance outstanding	Date paid
.....	.....	/ /	.....	/ /
.....	.....	/ /	.....	/ /
.....	.....	/ /	.....	/ /
.....	.....	/ /	.....	/ /
.....	.....	/ /	.....	/ /
.....	.....	/ /	.....	/ /
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.....	.....	/ /	.....	/ /
.....	.....	/ /	.....	/ /
.....	.....	/ /	.....	/ /
.....	.....	/ /	.....	/ /

3.5 Does this proposal relate to a specific contract? Yes No

If yes, please provide a copy

Date of contract	Value of contract	Term of contract
/ /	.....	.....

4 Credit management procedures

4.1 What action will be taken if an account is overdue:

Upon receipt of an order?

.....

Prior to delivery/despatch of an order?

.....

4.2 How many days after due date do you contact your customer and by what means?

.....

#### 4 Credit management procedures (continued)

4.3 At what point would you put an account on stop?

.....

4.4 If payment is not forthcoming what action do you take?

.....

4.4 Would you pass accounts to a third party for collection?

Yes

No

If yes, to whom?

.....

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

5.1 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

.....

5.2 Policy of insurance

Yes

No

With .....

Policy number .....

Expiry date

 /  / 

5.3 Has the customer to which this proposal relates, any connection with you or any director of your company?

Yes

No

5.4 Has any insurer declined a proposal, refused renewal or terminated an insurance?

Yes

No

If yes, please provide full details

.....

5.5 Factoring arrangement or invoice discounting

Yes

No

Please provide copy of agreement

5.6 Personal guarantees

Yes

No

Please provide list

.....

5.7 Is retention of title in your conditions of sale?

Yes

No

Please provide copy

5.8 Other security

Yes

No

Please provide list

.....

**6 Additional Information**

Please use the space provided below for any additional information

## 7 Your duty of fair presentation

- 7.1** 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  $X = (\text{premium actually charged/higher premium}) \times 100$ .

### **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.

## **7.2 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.

8 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 .....

9 Broker/Agent

Company stamp name .....

Address .....

Contact name .....

Email .....

## 10 Important notes

### 10.1 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.

### 10.2 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/).

### 10.3 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.

### 10.4 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.

### 10.5 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.



## 10 Important notes (continued)

### 10.6 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.

### 10.7 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.

### 10.8 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

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## QBE European Operations

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London EC3M 3BD  
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