EXPORT-IMPORT BANK OF THE UNITED STATES

NOTICE OF CLAIM AND PROOF OF LOSS
TRADE ASSOCIATION POLICY

Please send this completed form to :
Export-Import Bank of the U.S., Claims & Recoveries Division
811 Vermont Ave., NW, Washington, DC 20571   (202) 565-3600

Date Received: _____

Claim No.: _____

SECTION A.   NAMES AND ADDRESSES (please provide full names and addresses)

A.1 Association	A.4 Buyer
Contact: Fax: Phone: Telex:	Contact: Fax: Phone: Telex:
A.2 Insured	A.5 Issuing Bank ☐ None
Contact: Phone: Fax:	Contact: Phone: Fax:
A.3 Assignee ☐ None	A.6 Broker
Contact: Phone: Fax:	Contact: Phone: Fax:

SECTION B.   CERTIFICATIONS OF INSURED

Please note that the certification is subject to the penalties provided in Article 18 U.S.C. sec. 1001. The Insured certifies that (if any certification cannot be made, please explain):

1. it has completed and attached the following sections: ☐ A; ☐ B; ☐ C; ☐ D; ☐ E; ☐ F; ☐ G; ☐ H; ☐ I; ☐ J;

2. the amount claimed is presently owing by the Buyer/Issuing bank;

3. it has received the down payment in accordance with the policy requirements;

4. the Buyer has not asserted any defenses to this debt nor disputed the amount of the debt owing, there are no unresolved documentary credit disputes between the Insured and the Issuing Bank on any insured transaction;

5. it has not granted any discounts, allowances, rebates or commissions, except as follows and has not made any payments to the Buyer/Issuing bank (☐ None);

6. to the best of its belief, it has complied with the terms and conditions of the policy, all the information supplied in support of this claim is complete and true, and it has not withheld any material facts;

7. the rates of interest charged are legally valid and enforceable for the approved currency under the laws of the country of the Buyer/Issuing bank.

Name:_____   Title: _____

Date:_____   Signature:_____

SECTION B.2   CERTIFICATION OF THE TRADE ASSOCIATION

Please note that the certification is subject to the penalties provided in Article 18 U.S.C. sec. 1001. The Association certifies that (if any certification cannot be made, please explain);

1. it has acted as administrator under the policy for purposes of all communication with and reporting to the Export-Import Bank of the United States (Ex-Im Bank);

2. to the best of its belief, it has complied with its obligations under the policy, all the information supplied in support of the claim is complete and true, and it has not withheld any material facts.

SECTION C.   RELEASE AND ASSIGNMENT

You have the option of completing and submitting this Release and Assignment with your claim submission. If you do, the release will operate upon negotiation of a claim payment check. This will expedite your claim payment in the event of claim approval. All claim calculations will be supplied for your acceptance prior to making payment. Please include corporate seal and notarization for the release.

WHEREAS the Export-Import Bank of the United States (Ex-Im Bank) issued an Export Credit Insurance Policy to the Insured;

AND WHEREAS, the Insured has filed the claim referenced on this proof of loss;

NOW, THEREFORE, the Insured and Ex-Im Bank agree as follows:

In the event the claim is approved for payment and the Insured or its assignee or any agent negotiates a claim payment check, the Insured does release Ex-Im Bank from all claims, actions, and causes of action of whatsoever character and description which the Insured ever had, now has or hereafter can, shall or may have relating to this claim.

AND, in further consideration of the claim payment by Ex-Im Bank, the Insured does assign to Ex-Im Bank, its successors and assigns, all right, title and interest in, and all sums of money now due, or to become due, to the Insured from the Buyer or Issuing Bank under the transactions and accounts relating to the Claim, and any and all contracts, security and evidences of indebtedness relating thereto; to have and to hold the same, with full power, at their own cost, to collect and enforce the same, for their own use and benefit by any action or proceeding in the name of the Insured or otherwise, and to take all legal steps as they deem proper or necessary in connection herewith.

IN WITNESS WHEREOF, the Insured has caused this instrument to be sealed this_____day of
_____, 19_____.

_____
(Name of Insured)

By:_____
(Seal)

Attest:_____
Secretary

State of _____)

} SS:

County of _____)

I,_____a notary public in_____ and
for the aforesaid County and State, do hereby certify that on this day, before me personally came
_____to me known, who, being duly sworn, did depose and say that he is the
_____of_____, the corporation described in and
which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument
was such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed
his name thereto by like order.

In witness whereof, I have hereunto set my hand and seal this_____day of
_____, 19_____.

_____
Notary Public
(Seal)

SECTION D.   POLICY INFORMATION

Policy No.:_____	SBCL Amount:_____	Aggregate Limit Amount:_____
Original Effective Date:_____	Effective Date:_____ Endorsement No.:_____	Effective Date: _____

Any limits in effect are noncumulative. Only one credit limit can be in effect for the buyer/issuing bank on the date of shipment.

SECTION E.   CLAIM INFORMATION

Date(s) Shipped:	Policy Provision Claimed Under Article 2: ☐ Risk 1 ☐ Risk 2 ☐ Risk 3 ☐ Risk 4 ☐ Risk 5
Terms of Sale:	
First Default Date:	Special Conditions if Applicable: ☐ Security Interest

Product(s):	☐ Guarantors
	   Name(s) _____
	   _____
	   _____

Foreign Content Percentage:_____%	☐ Other _____

SECTION F.   CLAIM DOCUMENTATION

As required under Article 9 of the Policy, please enclose evidence of written demand for payment from the Buyer or Issuing bank and each guarantor dated no later than 30 days prior to submission of the claim.

☐ Enclosed

For all claims the following documentation is required:

    1.   Invoice   ☐ Enclosed

    2.   Bill of Lading   ☐ Enclosed

    3.   Collection Effort   ☐ Enclosed

The documentation listed below is normally required for all claims. If a document does not apply to your transaction, indicate "Not Applicable". To avoid processing delays, please provide all applicable items or explain why an item is not enclosed in the space provided below:

ALL CLAIMS - Please check "Enclosed" if the document is enclosed or "Not Applicable" if the document is not applicable to your transaction:

1.	Promissory Note (copies)	☐ Enclosed	☐ Not Applicable
2.	Draft (copies)	☐ Enclosed	☐ Not Applicable
3.	Letter of Credit	☐ Enclosed	☐ Not Applicable
4.	Purchase Order	☐ Enclosed	☐ Not Applicable
5.	Contract of Sale	☐ Enclosed	☐ Not Applicable
6.	Evidence of U.S. Origin	☐ Enclosed	☐ Not Applicable
7.	Acceptance of Advice	☐ Enclosed	☐ Not Applicable
8.	Nonpayment Advice	☐ Enclosed	☐ Not Applicable
9.	Ledger	☐ Enclosed	☐ Not Applicable
10.	Overdue Reports	☐ Enclosed	☐ Not Applicable
11.	Special Conditions indicated in Section E	☐ Enclosed	☐ Not Applicable
12.	Other Insurance	☐ Enclosed	☐ Not Applicable

SECTION G.   SCHEDULE OF SHIPMENTS--SHORT-TERM ONLY

All outstanding insured shipments made to the buyer must be scheduled and included with this claim whether or not a shipment is presently eligible for coverage. For example, if there are two insured invoices outstanding to a buyer and only one is eligible for claim filing, the second invoice should be included as part of this claim filing. For each shipment, attach and group the invoice, bill of lading, debt instrument, and any related documents. The bill of lading date is the date of shipment for purposes of this schedule.

Interest calculations reflecting the dollar amount of the contract interest due for each invoice must be included in the column listed below.

Policy Year_____ _____ _____ to _____ _____ _____
          Month   Day   Year   Month   Day   Year

ALL CLAIMS										
Invoice Number	Shipment Date	Contract Amount	Interest To Due Date	Interest From Due Date to 180 Days After	Principal Partial Payment	Interest Partial Payment	Date Interest Paid Thru	Payment Terms	Due Date(s)	Month Shipment Reported

SECTION H.   CALCULATION OF ELIGIBLE LOSS (SHORT TERM ONLY)

Total principal amount outstanding under insured transactions: $_____

Please check the coverage which was elected under the policy:

☐ Fixed Rate   ☐ Floating Rate

(+) Plus interest at_____ to maturity dates: _____
(contract rate)

(+) Plus interest at_____from maturity date to 180 days after maturity date: _____
(contract rate)

Please enclose interest calculations for the above.

(-) Minus

a. Total buyer payments: (_____)

b. Other credits, discounts and allowances: (_____)

c. Funds received from any other source: (_____)

d. Savings because of nonpayment of agent's commission: (_____)

Net Loss: $_____

Net Loss x Coverage_____% $_____
(eligible loss)

SECTION G.   SCHEDULE OF SHIPMENTS--MEDIUM-TERM ONLY--ATTACH A SIMILAR SCHEDULE FOR EACH NOTE

Note No.   _____
Contract Price $_____
Down Payment $_____
Financed Portion $_____
Date of Premium Payment   _____
Shipment Date   _____

Interest calculations reflecting the dollar amount of the contract interest due for each invoice must be included in the column listed below.

Policy Year_____ _____ _____ to _____ _____ _____
             Month   Day   Year   Month   Day   Year

ALL CLAIMS								
Installment No.	Due Date	Declining Principal Balance	Principal Installment	Interest To Due Date	Interest Amount from Due Date to 180 Days After	Principal Partial Payment	Interest Partial Payment	Date Interest Paid Thru

SECTION H.   CALCULATION OF ELIGIBLE LOSS (MEDIUM TERM ONLY)

Total principal amount outstanding under insured transactions: $_____

Please check the coverage which was elected under the policy:

☐ Fixed Rate   ☐ Floating Rate

(+) Plus interest at_____ to maturity dates: _____
(contract rate)

(+) Plus interest at_____from maturity date to 180 days after maturity date: _____
(contract rate)

Please enclose interest calculations for the above.

(-) Minus

a. Total buyer payments: (_____)

b. Other credits, discounts and allowances: (_____)

c. Funds received from any other source: (_____)

d. Savings because of nonpayment of agent's commission: (_____)

Net Loss: $_____

Net Loss x Coverage_____% $_____
(eligible loss)

SECTION I.

Please complete the following if: 1) a deposit has been made by the buyer, or 2) the issuing bank has applied for exchange under a Letter of Credit transaction:

Invoice or Reference No.	Import Permit or Registration No.	Amount of Deposit: Indicate Full (F) or Partial (P)		Applicable Rate for Deposit	Deposit Within 90 Days of Due Date?		Name of Depository	L/C Transactions Only: Has Bank Applied for Exchange?		Date of Deposit/Date Issuing Bank Applied for Exchange
		Principal	Interest		Yes	No		Yes	No	

SECTION J. OUTSTANDING UNINSURED DEBT

INSTRUCTIONS: 1. Complete the following schedule, listing all shipments which are outstanding whether or not the outstanding amounts are in default.

          2. Be specific regarding the credit terms extended to the buyer for each shipment.

Invoice No.	Amount	Terms	Due Date	Outstanding Amount	Shipment Date

Total Gross Invoice: _____

Please indicate why these shipments are uninsured: _____

_____

_____

_____