



General Insurance Provisions (GIP)

The MULTI credit insurance policy

Edition 01.2007

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Your Credit Insurance at a Glance

We would like to inform you about the details of our insurance package.

Who is the insurance carrier?

AXA Insurance Ltd, General Guisan-Strasse 40, 8401 Winterthur, (hereinafter «AXA»), a corporation with its head office in Winterthur and a subsidiary of AXA Group.

What risks are insured?

What is the scope of the insurance package?

The Multi credit insurance policy covers the following risks and receivables (Art. 1 – 4 GIP):

- The losses that the policyholder suffers from the proven insolvency or presumed insolvency of his / her buyers (Art. 3 GIP).
- Receivables arising from the sale on credit of goods or services. These goods or services must be delivered or performed and invoiced during the term of the policy. The buyers must be domiciled in one of the countries listed in SIP III. (For the definition of goods and services, see SIP I) (Art. 1 GIP).
- Receivables which are the subject of a complaint or which are contested for another reason shall only be insured insofar as the policyholder prevails in legal proceedings against the debtor or the party who is entitled in the debtor's stead (Art. 1 GIP).

The insurance shall cover the amount of the receivable at the time of the delivery of the goods or the performance of the service, but does not cover interest on arrears, claims for damages based on a breach of contract or any other ancillary costs. (Art. 1 GIP)

The General Insurance Provisions (GIP) and any Special Insurance Provisions (SIP) define the subject matter and scope of the insurance in detail (Chapter 1 GIP).

What risks and receivables are not covered by the insurance policy?

The Multi credit insurance policy does not cover the following risks and receivables (Art. 2 + 4 GIP):

- Receivables from the sale of goods on consignment or commission;
- Receivables from public sector entities, private individuals and buyers who have family or close commercial connections with the policyholder;
- Receivables from sales via an irrevocable letter of credit;
- Receivables that could not be collected already at the time of the delivery or for which AXA has previously refused or suspended insurance cover as defined in Art. 8 GIP;
- Receivables for deliveries made where an earlier invoice has remained unpaid by the buyer after expiration of the extended deadline pursuant to SIP IV par. 2, or where a claim has already been lodged pursuant to Art. 12 or 13 GIP;
- Intervention by the authorities of the buyer's country of domicile that wholly or partly releases the buyer from its obligations or renders it impossible for the buyer to pay its debts on the due date or in the agreed currency;
- Direct or indirect effects of natural catastrophes, political or social turmoil, nuclear reaction, nuclear radiation, or radioactive contamination;
- Direct or indirect effects of terrorism. Terrorism is defined as any act or threat of violence in order to attain political, religious, ethnic or ideological objectives. The act or threat of violence is used to spread fear or terror among the population or to exert influence on a government or a state institution;

- Non-compliance with or non-observance of agreements in the contract of sale or of official regulations by the policyholder, his / her representatives or subcontractors, whether in Switzerland or abroad;
- Foreign exchange losses or losses caused by a change in the market price or the value of the goods, apart from the exception mentioned in Art. 17 par. 1 c) GIP.

How are the premiums calculated?

The premiums and the dates payable are indicated in the policy. They are based in particular on the following risk components and factors:

- Turnover
- Previous losses
- Economic sector
- Buyer's sector / country
- Credit rating of buyer
- Active debts
- Payment and reminder deadlines
- Cover policy (exclusions, discretionary credit, payment history, credit history, deductible)
- Cover ratio amount
- Length of waiting period

In addition to the premiums, a Federal Stamp Tax is also levied in the amount of 5 %.

What are the contractual duties of the policyholder?

The policyholder must:

- Submit a request for approval of a credit or the increase of a credit limit to AXA for each credit he / she intends to extend to a buyer with regard to one or more deliveries that exceed the upper limit for credits that do not require approval (SIP II par. 2) (Art. 8 GIP);
- Obtain AXA's approval for the entire intended credit if he / she subsequently intends to make further deliveries to the buyer which would raise the entire outstanding amount past the upper limit for credits that do not require approval (Art. 9 GIP);
- Employ the same diligence in the selection of buyers, the granting of credit and credit management that can be expected from an uninsured businessperson (Art. 10 GIP);
- Notify AXA without delay if he / she notices any changes in the business practice of one of his / her buyers that may indicate an increase in risk (Art. 10 par. 4 GIP);
- Effect the measures defined in Art. 11 in the event of non-payment by the buyer before the due date for payment and / or the extended deadline for payment;
- Without delay implement all measures designed to avoid or minimize a loss, notify AXA and grant it a collection mandate (Art. 14 GIP) if the policyholder becomes aware of facts about one of his / her buyers that indicate a deterioration in its ability to pay (Art. 12 GIP);
- Follow the same procedure if the policyholder becomes aware of the opening of moratorium proceedings, the opening of bankruptcy proceedings or the rejection of bankruptcy proceedings regarding one of his / her buyers;
- Undertake to repay AXA without delay if the receivable for which an indemnity was paid is wholly or partially rejected by a subsequent court decision, or if it should become clear that the policyholder is not entitled to an indemnity (Art. 20 GIP);

- Report the total turnover per insured country minus the uninsured turnover to AXA within 14 days of the end of each insurance year for the purpose of calculating the premiums (Art. 22 GIP);
- Share the costs incurred by AXA in verifying the credit limits on the basis of the currently valid rate (Art. 22 GIP);
- Pay the advance on the premiums set out in SIP VI (Art. 23 GIP);
- Inform AXA of every policy or other contract that partly or wholly covers transactions that fall under the scope of this policy (Art. 27 GIP).

When does the insurance policy / cover commence and lapse?

The policy commences on the date specified in the policy. The contract is concluded for the term specified in the policy. At the end of the contract period the contract shall automatically be renewed for 1 year at a time, provided that none of the contracting parties has received notice in writing to terminate the contract by at least the day before the notice period of 3 months.

(GIP Art. 25, par. 1)

If there is a claim for an indemnity, each party shall have the right to withdraw from the contract at the latest when the indemnity is paid (GIP Art. 25, par. 2).

The policy shall terminate on the day on which the policyholder requests an extra-judicial composition, obtains a bankruptcy moratorium, or goes bankrupt (GIP 25, par. 3).

What data will be used by AXA?

The following data is disclosed to AXA during the course of contract negotiations and during the life of the contract:

- Client data (name, address, date of birth, sex, nationality, bank account details, etc.) stored in electronic client files;
- Application data (information on the insured risk, responses to questions in the application, expert reports, information from the previous insurer on the prior claims history, etc.) stored in the policy files;
- Contract data (contract term, insured risks and benefits, etc.) stored in contract management systems such as physical policy files and electronic risk databases;
- Payment data (date premiums received, outstanding premiums, reminders, credit balances, etc.) stored in collection databases;
- Any claims data (claims reports, adjustment reports, invoice documents, etc.) stored in physical claims files and electronic claim processing systems.

This data is needed to verify and assess the risk, to administer the contract, to require payment of the premiums by the due date, and to settle claims correctly. The data must be stored for at least 10 years following termination of the contract; claims data must be stored for at least 10 years after settlement of the claim.

If necessary, the data will be provided to any third parties involved, specifically to other participating insurers, pledge holders, public authorities, lawyers, and external experts. Data may also be provided to third parties to detect or prevent insurance fraud.

In order to simplify administrative procedures and for marketing purposes (to provide our clients with an optimum product and service package), the companies of AXA Group operating in Switzerland and the Principality of Liechtenstein grant each other access to master data (to identify the client), basic contract data (except for application and claims data), and client profiles.

Important

Further information is provided in the application and the policy as well as in the General Insurance Provisions (GIP).

Introduction

The policy sets out the terms and conditions under which AXA shall indemnify the policyholder for loss resulting from a buyer's insolvency or protracted default.

The policy is all-inclusive in the sense that the policyholder, in consideration of the terms and conditions agreed on in the Special Conditions of Insurance (SIP), insures all transactions that fall within the scope of the policy with AXA; all other forms of security for such transactions shall require the written consent of AXA.

General Insurance Provisions (GIP)

Chapter 1 Subject matter and scope of the insurance

Art. 1 Receivables insured

- 1.1** This insurance shall apply to receivables arising from the sale on credit of the goods or services listed in SIP I. These goods or services must be delivered or performed and invoiced by the policyholder during the term of the policy. The buyers must be domiciled in one of the countries listed in SIP III. These goods and services must also be payable within the term of payment set out in SIP IV par. 1.
- 1.2** The insurance shall cover the amount of the receivable at the time of the delivery of the goods or the performance of the service, but does not cover interest on arrears, claims for damages based on a breach of contract or any other ancillary costs not included in the original invoice.
- 1.3** A receivable which is the subject of a complaint or which is contested for any reason shall only be insured insofar as the policyholder prevails in legal proceedings against the debtor or the party who is entitled in the debtor's stead. If the administrator of an estate or the bankruptcy office does not verify the claims, the policyholder must provide proof of the existence and the amount of the receivable.
- 1.4** Delivery is considered to be the handing over of the goods or the transport documents granting disposal of the goods to the buyer. Services are regarded to have been rendered when they have been performed by the policyholder and the buyer can dispose thereof. Under this policy the performance of a service is regarded to be a delivery.

Art. 2 Receivables not insured

- 2.1** The insurance shall not apply to the following:
- a) Receivables:
- 1° From the sale of goods on consignment or commission;
 - 2° From sales to:
 - Public sector entities
 - Private individuals
 - Buyers who have family or close commercial connections with the policyholder, unless the policyholder notified AXA of this relationship in writing and received AXA's express written approval of the relationship;
- b) Receivables from sales for which the purchase price has been secured by an irrevocable letter of credit or is payable at the latest on delivery; for the purpose of this, policy checks and bills of exchange shall only be regarded as payment after they have been cashed by the policyholder;

- c) Receivables from sales to buyers who were already insolvent as defined in art. 3 at the time of the delivery or for whom AXA has previously refused or suspended insurance cover as defined in art. 8.

- 2.2** Unless with the express prior consent of AXA, the insurance shall also not cover receivables from sales to buyers in respect of whom, at the time of delivery,
- a) An earlier invoice of the policyholder has remained unpaid after expiration of the deadline set out in SIP IV par. 2, or
 - b) The policyholder has already reported a potential claim to AXA pursuant to art. 12.

Art. 3 Risk covered

- 3.1** Within the limits of the policy, the insurance shall cover the losses that the policyholder suffers from the proven insolvency or presumed insolvency of his / her buyers, as described below:

- A** Proven insolvency:
This is defined as the inability of the buyer to pay its debts is properly evidenced by one of the following:
- a) In Switzerland:
 - 1° Conclusion of a voluntary agreement on moratorium of debt enforcement (cp. Swiss Federal Law on Debt Enforcement and Bankruptcy) between the debtor and all its creditors, whereby the latter waive a part of their claims;
 - 2° Opening of moratorium of debt enforcement;
 - 3° Opening of bankruptcy proceedings;
 - 4° Certificate of loss following attachment proceedings;
 - 5° Confirmation by a debt enforcement or bankruptcy office that the debtor possesses no assets and that debt collection proceedings will prove fruitless;
 - b) Abroad:
 - 1° A circumstance equivalent to those described in a) 1°, 4° and 5° above;
 - 2° A court decision similar to those mentioned in a) 2° and 3° above that prevents any individual collection of debts and causes all outstanding claims to fall due;
 - 3° Refusal to open bankruptcy proceedings due to a lack of assets.

- B** Protracted default:
This exists if the buyer has not or only partly paid the policyholder's receivable on expiration of the waiting period pursuant to art. 15.

- 3.2** For the purpose of this policy the loss shall be considered to occur on the day on which the buyer's insolvency is confirmed by one of the circumstances mentioned above or by the expiration of the waiting period.

Art. 4 Risks not covered

- 4.1** The insurance shall not cover loss suffered by the policyholder as a result of:
- a) Intervention by the authorities of the buyer's country of domicile (such as a moratorium, the prohibition or restriction of transfers), that wholly or partly releases the buyer from its obligations or renders it impossible for the buyer to pay its debts on the due date or in the agreed currency;
 - b) Direct or indirect effects of natural catastrophes (e.g. earthquakes, flooding), political or social turmoil (e.g. civil war, war, civil unrest, uprising, revolution, general strike), and nuclear reaction, nuclear radiation, or radioactive contamination;
 - c) Direct or indirect effects of terrorism. Terrorism is defined as any act or threat of violence in order to attain political, religious, ethnic or ideological objectives. The act or threat of violence is used to spread fear or terror among the population or to exert influence on a government or a state institution;
 - d) Non-compliance with or non-observance of agreements in the contract of sale or of government regulations by the policyholder, his / her representatives or subcontractors, whether in Switzerland or abroad.
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- 4.2** Foreign exchange losses or losses caused by a change in the market price or the value of the goods, apart from for the exception mentioned in art. 17 par. 1 c), shall also not be insured.

Art. 5 Credit limit per buyer

- The policyholder's claim against a buyer shall be insured:
- a) In respect of limits insured via endorsement: Up to the credit limit for this buyer approved by AXA in accordance with art. 8;
 - b) In discretionary limits:
Up to the maximum amount set out in SIP II par. 2, provided that the receivable does not exceed this amount.

Art. 6 Policyholder's deductible – insured percentage of cover

Each loss is covered to the extent of the insured percentage of coverage in SIP III. The policyholder must bear the uncovered portion.

Art. 7 Maximum annual indemnity

Irrespective of the amount of the insured credits, the indemnity payable by AXA for loss relating to receivables insured during an insurance year shall not exceed 25 times the premium paid by the policyholder for the same insurance year.

Chapter 2

Application of the insurance

Art. 8 Limits insured via endorsement

- 8.1** Policyholder must submit a request for approval of a credit or the increase of a credit limit to AXA for each credit he/she intends to extend to a buyer with regard to one or more deliveries that exceed the upper limit insured via endorsement pursuant to SIP II par. 2.
- 8.2** After due consideration, AXA shall determine the credit limit it is willing to insure with regard to the buyer in question in writing and in the policy currency. The policy shall only cover deliveries made by the policyholder on the date on which the approval becomes valid.
- 8.3** The credit limits approved by AXA shall remain in effect until they are cancelled by the policyholder. AXA can at any time reduce or cancel a credit limit, but this shall only apply to deliveries made after receipt of the corresponding notification from AXA.
- 8.4** If AXA refuses to grant a credit limit to a buyer or if it cancels the existing credit limit, further deliveries to this buyer shall no longer be covered, not even within the scope of discretionary credit limits to art.9.
- 8.5** If the policyholder makes deliveries that exceed the credit limit approved by AXA, the insurance shall only take effect if and when the payments received have reduced the total outstanding amount to less than the credit limit. Until that time, the amount exceeding the credit limit shall remain uninsured and the risk is borne entirely by the policyholder. Other insurance cover may only be taken out with AXA's prior written approval in explicit reference to this provision. Failing this, the claim to an indemnity for the receivable in question shall be forfeited.
- 8.6** All approvals, amendments thereof, refusals and cancellations notified to the policyholder by AXA shall form an integral part of the policy. Subject to any notification by AXA to the contrary in explicit reference to this provision, these notifications shall not lead to any changes to the policy. All credit limits approved by AXA and the reasons underlying the approvals are confidential and intended for the exclusive use of the policyholder. The latter must indemnify AXA against any claims of third parties that have been advised of such decisions.

Art. 9 Discretionary limits

- 9.1** The policyholder does not need to obtain AXA's approval for any credits he/she intends to extend to a buyer with regard to one or more deliveries which do not in total exceed the upper insured via endorsement pursuant to SIP II par. 2.

- 9.2** However, such credits shall only be insured under the condition that, at the time of delivery, the policyholder does not have any information that puts the buyer's ability to pay in doubt or points to any increase in risk, and that the buyer did not default on payment for any previous deliveries.
- 9.3** If the policyholder subsequently intends to make further deliveries to the buyer, which would raise the entire outstanding amount past the upper limit for credits that do not require approval, he/she must obtain AXA's approval for the entire intended credit pursuant to art. 8. If the policyholder fails to request approval in such a case, the invoice that exceeds the maximum amount for credits that do not require approval shall only be insured up to the approved maximum credit amount.
- 9.4** If AXA gives its approval, the upper limit for credits that do not require approval shall be replaced by the credit limit pursuant to art. 8.
- 9.5** If AXA does not give its approval, the limit for credits that do not require approval shall be considered to have been cancelled for all further deliveries to the buyer in question.

Art. 10 Granting and management of limits by the policyholder

- 10.1** The policyholder must employ the same diligence in the selection of buyers, the granting of credit and credit management that is expected of an uninsured business-person.
- 10.2** When establishing the terms of payment that the policyholder intends to grant to his/her buyers, he/she shall take care not to exceed the maximum term of payment set out in SIP IV par. 1.
- 10.3** Any deadline for payment extended by the buyer pursuant to art. 11 a), may not exceed the total term of payment under SIP IV par. 2.
- 10.4** The policyholder must notify AXA without delay if he/she notices any changes in the business practice of one of his/her buyers that may indicate an increase in risk, such as a request to amend the existing terms of payment, a proposal to return goods, or any fact of similar importance.

Chapter 3

Failure of the buyer to pay

Art. 11 Failure to pay by the due date and / or the extended deadline

If an invoice is still open on the due date or after expiration of the extended deadline pursuant to SIP IV par. 2, the policyholder must implement one of the following measures within the next 14 days:

- a) Send the mandate and enclosures mentioned in art. 14 par. 2 to AXA and request it to collect the claim;
- b) Request approval from AXA to grant a further extension to the term of payment for this invoice as proposed. AXA shall take note of this request without verifying if the receivable complies with the provisions of the policy; it may approve the request in whole or in part or refuse it;
 - If AXA approves the request and the invoice is still outstanding on expiration of the extended term of payment, the policyholder must again implement one of the above measures within the next 14 days;
 - If AXA does not approve the request, the policyholder must entrust AXA with the collection of the claim pursuant to a) above within 14 days of receipt of the refusal.

Chapter 4

Potential and actual claims

Art. 12 Potential claims

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- 12.1** If the policyholder becomes aware of facts about one of his / her buyers that indicate a deterioration in the buyer's ability to pay, e.g. a check or bill protest, a proposal for an extrajudicial composition, a request for a bankruptcy moratorium (cp. Swiss Federal Law on Debt Enforcement and Bankruptcy), a bankruptcy petition, or any fact of similar importance, before the buyer has actually failed to pay as defined in art. 11, the policyholder must
- a) Without delay implement all measures designed to avoid or minimize a loss and maintain all collateral and guarantees pertaining to the receivable;
 - b) Notify AXA within 14 days of learning this fact and send it the mandate and enclosures mentioned in art. 14 par. 2.

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- 12.2** AXA shall take note of the claims notification without verifying if the receivable meets the requirements of the policy; this verification shall not be carried out until the claim is being processed;

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- 12.3** Without the express consent of AXA, the policyholder may not accept or refuse a proposal for an extra-judicial or judicial composition or a request of similar significance. **If this provision is violated, the policyholder shall lose all rights to an indemnity in the event of a loss. Similarly, the policyholder may not make any new deliveries against cash or advance payment without the prior consent of AXA.**

Art. 13 Actual claims

- 13.1** If the policyholder becomes aware of the opening of moratorium of debt enforcement (cp. Swiss Federal Law on Debt Enforcement and Bankruptcy), the opening of bankruptcy proceedings, or the rejection of bankruptcy proceedings regarding one of his / her buyers before he / she has mandated AXA to collect the receivable from this buyer pursuant to art. 11 or 12, he / she must:
- a) Without delay implement all measures designed to avoid or minimize a loss and maintain all collateral and guarantees pertaining to the receivable;
 - b) Notify AXA within 14 days of learning this fact and send it the mandate and enclosures mentioned in art. 14 par. 2;
 - c) Send the mandate and enclosures mentioned in art. 14 par. 2 to AXA within 5 days after the request to file claims has been published or received by the creditors in the event that the claim must be filed with a bankruptcy office or the administrator of an estate.
- 13.2** AXA shall take note of the claims notification without verifying if the receivable meets the requirements of the policy; this verification shall not be carried out until the claim is being processed;
- 13.3** Without the express consent of AXA, the policyholder may not accept or refuse a proposal to waive the claim or a request for a bankruptcy moratorium or a request of similar significance. **If this provision is violated, the policyholder shall lose all rights to an indemnity in the event of a loss. Similarly, the policyholder may not make any new deliveries against cash or advance payment without the prior consent of AXA.**

Chapter 5 Collection mandate – waiting period

Art. 14 Collection mandate

- 14.1** Under this policy the policyholder grants AXA an irrevocable and transferable power of attorney to exercise the rights arising from the receivables in his / her name and on his / her behalf, even if the receivables are only partly insured. The policyholder undertakes to renew this power of attorney by individual authority at any time on request of AXA.
The policyholder undertakes not to implement any collection measures him / herself against buyers in respect of whom the collection process has been delegated to AXA. The policyholder also undertakes not to enter negotiations with the buyer in question without the consent of AXA.
- 14.2** In order to exercise the power of attorney, the policyholder must send the following to AXA by registered mail before the expiration of the deadlines mentioned in art. 11, 12 or 13:
- a) A mandate;
 - b) A statement of account for the past 12 months;
 - c) Orders, order confirmations, confirmations of delivery, copies of invoices, reminders, correspondence;
 - d) All documents of title and other documents required to exercise his / her rights.
- 14.3** While AXA is collecting the receivable, the policyholder shall:
- a) Follow any instructions given by AXA with a view to safeguarding his / her rights and the payment of the receivable;
 - b) Notify AXA of anything that may cause a change to the nature or amount of the receivable or the associated collateral and guarantees;
 - c) Send AXA any documents pertaining to the receivable received directly by him / her.
- 14.4** Neither AXA's acceptance of the mandate nor any measures implemented by it during the course of the collection proceedings nor any instructions that may have been given to the policyholder pursuant to par. 3 a) above may be construed as an acknowledgment of the obligation to provide insurance cover.
- 14.5** The costs and fees incurred by AXA in collecting and enforcing the receivable must be advanced by the policyholder upon request by AXA. These costs and fees shall be taken into account upon determination of the loss pursuant to Art. 17 par. 3–4. The same shall apply to costs and fees incurred by the policyholder pursuant to par. 3 a) above.
On the other hand, the policyholder must bear all costs incurred in connection with remedying defects or solving other problems.

Art. 15 Waiting period

The waiting period mentioned in SIP III begins on the day that the mandate and enclosures pursuant to art. 14 par. 2 are received by AXA. If the receivable becomes the subject of a complaint or is contested for any other reason, the waiting period shall be interrupted. It begins again on the day on which the policyholder prevails in legal proceedings against the debtor or the party who is entitled in the debtor's stead. In this case, the claim settlement shall be immediate upon completion of the waiting period.

Chapter 6

Claims settlement

Art. 16 Claims settlement

A claim that occurred in accordance with Art. 3 shall be settled upon completion of the waiting period pursuant to Art. 15.

Art. 17 Determination of the loss

- 17.1** The loss is determined by subtracting the following receipts pertaining to the receivable from the total amount in default represented by the original invoices, provided that this amount is insured:
- a) All payments, including cash and advance payments for new deliveries that the policyholder has received from the debtor or a third party, as well as all credits and offsettable receivables;
 - b) The realization value of all collateral or guarantees and the rights or assets given to the policyholder by way of payment;
 - c) The realization value of returned goods; this value may not be less than 50 % of the invoiced unit price.
- 17.2** Foreign currency invoices shall be converted into Swiss francs using the official average exchange rate on the day the collection mandate is received. This conversion rate shall remain valid until the account of settlement has been finalized. It shall also apply to direct payments to the policyholder. Payments sent directly to AXA shall be converted using the official average exchange rate on the day they are credited.
- 17.3** The cost and fees pursuant to art. 14 par. 5 shall be added to the amount calculated in accordance with par. 1 and 2 above.
- 17.4** If any of the credit limits approved by AXA has been exceeded when the collection mandate is presented, all receipts pursuant to par. 1 above shall be allocated to the insured and uninsured portions of the receivable in the proportion of each portion to the total outstanding amount. The same rule of pro rata distribution shall apply to the costs and fees mentioned in par. 3 above.

Art. 18 Calculation of the indemnity

The indemnity is calculated by applying the cover ratio given in SIP III to the loss calculated pursuant to art. 17.

Art. 19 Payment of the indemnity – collection after payment

- 19.1** The indemnity is due 30 days after the conditions for the settlement of the claim in question pursuant to art. 16 have been satisfied.
- 19.2** All rights and title of the policyholder up to the amount of the indemnity paid with respect to the debtor and other liable persons shall pass to AXA.
- 19.3** All reimbursements received after payment of the indemnity shall be divided between AXA and the policyholder in the same proportion as that of the paid indemnity and the remaining amount borne by the policyholder to the total claim. Collection costs incurred after the indemnity has been paid shall be divided in the same proportion. Reimbursements in foreign currency shall be converted into the policy currency at the official exchange rate that is valid on the day of receipt.
- 19.4** AXA undertakes to transfer all reimbursements that exceed the total of the indemnity paid and any collection costs for the receivable in question to the policyholder.

Art. 20 Repayment of the indemnity

The policyholder undertakes to repay AXA without delay if the receivable for which an indemnity was paid is wholly or partially rejected by a subsequent court decision, or if it should become clear that the policyholder is not entitled to an indemnity.

Chapter 7

Premiums and charges

Art. 21 Premium adjustment clause

- 21.1** AXA can demand adjustments to premiums or deductibles with effect from the next insurance year. To this end AXA must notify the policyholder of the new premium rates and / or deductibles at least 25 days before the end of the insurance year.
- 21.2** The policyholder shall subsequently have the right to terminate the contract at the end of the current insurance year. The notice of termination shall be valid if it is in writing and is received by AXA no later than the last day of the insurance year.
- 21.3** If the policyholder does not give notice of termination, he/she shall be deemed to have accepted the adjustments.

Art. 22 Premiums – minimum premium – charges

- 22.1** Declaration of turnover and premium calculation
- a) For the purpose of calculating the premiums, the policyholder must report the total turnover per insured country minus the sales for the same period that generate receivables that are not insured pursuant to Art. 2 to AXA within 14 days of the end of each insurance year or quarter (according to the system of payment mentioned in art. 23).
 - b) Invoices in foreign currency must be converted into the policy currency at the official average exchange rate for the period for which the turnover was reported.
 - c) The premium rates pursuant to SIP III shall be applied to the reported turnover.
- 22.2** Minimum annual premium
- a) In any event AXA shall be entitled to the minimum annual premium per insurance year as defined in SIP V.
 - b) In the event of the termination of the policy before the end of an insurance year, AXA shall only be entitled to claim a pro rata share of the annual minimum premium for the period during which the policy was in force. AXA reserves the right to claim the entire annual minimum premium in the event of the policy being terminated due to a total loss or, in the event of a partial loss, if the policyholder terminates the insurance policy during the year following the conclusion of the contract.
- 22.3** Charges
- a) The policyholder shall share the costs incurred by AXA in verifying the credit limits pursuant to art. 8 on the basis of the currently valid rate.
 - b) The policyholder must pay a file fee based on the currently valid rate for each collection mandate.
- 22.4** Duty and taxes
- Statutory duty and taxes shall be added to the premiums and charges.

Art. 23 Payment of the premiums and charges

- 23.1** Installment system
- a) The policyholder shall pay the minimum premium pursuant to the number of installments set out in the SIP.
 - b) The premiums shall be calculated on the basis of the annual turnover reported at the end of the previous insurance year. In all circumstances, the policyholder shall receive a final statement. The remaining amount in excess of the minimum premium which is thus due must be paid within 14 days of receipt of AXA's invoice.
- 23.2** Premium payment system
- a) The policyholder must pay the advance on the premiums set out in SIP VI. During the first insurance year, the advance shall be payable on receipt of the policy. In the following years it shall be payable at the beginning of each insurance year.
 - b) The premiums calculated on the basis of the quarterly turnover reported by the policyholder shall be set off against the above advance payment until the advance has been exhausted. The remaining amount that is due must be paid within 14 days of receipt of AXA's invoice.
 - c) If the minimum annual premium has not been reached, the shortfall shall be payable on the same date as the premium for the last quarter of the insurance year in question.
- 23.3** Charges for checking credit limits
- The charges incurred in checking the credit limits shall be invoiced according to the currently valid rates and shall be payable within 14 days of receipt of the invoice.
- 23.4** File fees
- The file fee shall be payable upon receipt of AXA's invoice according to the currently valid rates.
- 23.5** Non-payment of amounts owed
- The policyholder may not use an indemnity that has not yet fallen due pursuant to Art. 19 par. 1 as an excuse to refuse to pay any outstanding amounts to AXA, or set off any outstanding amounts against such an indemnity.

Art. 24 Non-payment of premiums

- 24.1** If a premium is still unpaid on the due date, the policyholder shall be requested in accordance with statutory provisions to pay the outstanding amount within 14 days of dispatch of the reminder. If this proves fruitless, AXA's liability to pay an indemnity shall lapse after expiration of the 14-day period, and it shall be entitled either to initiate legal proceedings to collect payment, or to withdraw from the contract. AXA shall not be obliged to accept late premium payments; if it does accept such payments or initiates debt enforcement proceedings against the policyholder to collect the premiums, the policy shall remain valid without any interruption to the insurance cover.

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- 24.2** Irrespective of the above provisions, AXA may initiate debt enforcement proceedings to collect all amounts owed to it by the policyholder.

Chapter 8

Miscellaneous provisions

Art. 25 Term of the policy – termination

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- 25.1** The policy has been concluded for the term given in SIP VII. It shall be renewed every year, unless one of the parties terminates the policy by registered letter 3 months before the end of the current insurance year.
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- 25.2** If there is a claim for an indemnity, each party shall have the right to withdraw from the contract at the latest when the indemnity is paid. If AXA cancels the policy, it shall not cover any deliveries made more than 14 days after it has informed the policyholder of its withdrawal from the contract.
If the policyholder withdraws from the policy, all deliveries made after the day on which AXA received the notice of withdrawal shall not be covered.
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- 25.3** The policy shall terminate on the day on which the policyholder requests an extra-judicial composition, obtains a bankruptcy moratorium, or goes bankrupt.

Art. 26 Verification

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- 26.1** AXA is entitled to inspect and make copies of all documents pertaining to transactions that fall under this insurance. It is also entitled to carry out all the necessary audits.
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- 26.2** The policyholder authorizes the representatives appointed by AXA to carry out these audits.

Art. 27 Notifications – declarations

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- 27.1** All notifications and declarations required from the policyholder under the provisions of this policy must be sent in writing to AXA's Head Office in Winterthur.
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- 27.2** The policyholder must inform AXA of every policy or other contract that partly or in whole covers transactions that fall under the scope of this policy.

Art. 28 Failure to observe contractual obligations

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- 28.1** If, on taking out the policy, the policyholder gave the wrong information on or failed to disclose an important fact of which he / she was or should have been aware and about which the policyholder was questioned in writing, AXA shall not be bound by the policy, provided that it withdraws from the contract by giving notice in writing within four weeks of becoming aware of the violation of the obligation to notify. Any deceitful or fraudulent practices on the part of the policyholder which relate causally to an insurance claim shall release AXA from its obligation to provide insurance cover with regard to all claims.
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- 28.2** The policyholder shall lose all claims to an indemnity for the receivables concerned if he / she does not comply with his / her obligations under art. 6 (policyholder's deductible), art. 8 par. 5 (credits that require approval), art. 10, (granting and management of credits by the policyholder), art. 11 (failure to pay by the due date and / or the extended deadline), art. 12 (potential claims), art. 13 (actual claims) and art. 14 (collection mandate).
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- 28.3** The policyholder shall lose all claims to an indemnity for the insurance year in question if he / she does not submit the report on turnover pursuant to art. 22, par. 1 a) within 1 month after AXA has sent him / her a reminder referring to the consequences of the failure to do so.

Art. 29 Assigning the claim to an indemnity to a third party

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- 29.1** If AXA's approval has been obtained in the form of a written supplement to the policy, the policyholder may assign his / her claims to an indemnity to a third party.
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- 29.2** The assignment shall not lead to any changes to the rights and obligations under the policy. The claim shall still be settled with the policyholder.

Art. 30 Corrections

- 30.1** If the contents of the policy or the supplements do not correspond to the agreements which have been reached, the policyholder must request that they be corrected within four weeks after receipt of the policy. Otherwise its contents shall be deemed to have been accepted by him/her.
- 30.2** Any amendments or additions to the policy shall only be valid if and insofar as they have been confirmed by AXA in a written supplement or another written form. Oral subsidiary agreements shall not be valid.

Art. 31 Applicable law

The Swiss Federal Law on Insurance Contracts and the Swiss Code of Obligations shall supplement these provisions.

Art. 32 Data protection

- 32.1** To simplify administrative procedures and provide their clients with the best possible products and services, the companies of the AXA Group shall provide each other with access to basic contract data (not including claims data). AXA is authorized to obtain and process the data necessary for handling contracts and claims. AXA is also entitled to obtain relevant information from third parties and to view official files. AXA undertakes to treat with confidentiality any information obtained. If necessary, data shall be forwarded to third parties involved, namely co-insurers, re-insurers and other participating insurers.



Need to file a claim?

It's easy and fast – notify us of your claim online at:

[AXA.ch/report-claim](https://www.axa.ch/report-claim)

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