

Specimen

**Export Insurance Policy**

Number

TFIS\EXIP\[Country]\[Number]

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**BY THIS EXPORT INSURANCE POLICY No. [TFIS\EXIP\[country]\[number]** (this "Policy") made between:

- (1) **The Secretary of State** acting by the **Export Credits Guarantee Department ("ECGD")**; and
- (2) [ **Name** ], a company incorporated and existing under the laws of England and Wales, having the company number [ ] and having its registered address at [ *address* ] (the "**Insured**")

**IT IS AGREED as follows:-**

## **1 DEFINITIONS**

In this Policy:

**"Arbitration Award"** means an award against the Purchaser pursuant to an agreement for arbitration contained in the Contract;

**"Associated Documents"** means all agreements, financial instruments (including, without limitation, any letter of credit or bill of exchange), undertakings, consents, authorisations or other documents relating to the Contract or issued in connection with any payments made or to be made under it;

**"Clause"** means a clause of this Policy;

**"Commencement Date"** means the latest date of signature of this Policy;

**"Contract"** means the contract between the Insured and the Purchaser referred to in the Schedule;

**"Due Date"** means the date on which the Purchaser is required by the Contract to make any payment in respect of the supply of any of the Goods and Services;

**"End Date"** means the date specified as such in the Schedule or such later date as ECGD may from time to time notify to the Insured;

**"Goods"** means any articles which the Insured has agreed to supply to the Purchaser under the Contract;

**"Interest"** means any sum paid or payable to the Insured in respect of interest pursuant to the Contract, any Security, any Judgment or any Arbitration Award or otherwise in connection with the Contract;

**"Judgment"** means a final and non-appealable judgment of (1) a court specified in the Contract as having exclusive jurisdiction to determine a claim for payment of a Sum Due or for breach of the Contract by the Purchaser or (2) any other court which may be approved for this purpose in writing by ECGD;

**"Letter of Credit"** means such letter of credit (if any) for the purpose of making any payments under the Contract as is described in the Schedule;

**"Loss Payee"** means any person described as such in the Schedule;

**"Maximum Liability"** means the amount specified as such in the Schedule;

**"Permitted Variation"** means any variation specified as such in the Schedule;

**“Premium”** means the amount described as such in the Schedule;

**“Proposal”** means the proposal referred to in the Schedule together with any further information received by ECGD from the Insured before entering into this Policy;

**“Purchaser”** means the party specified as such in the Schedule;

**“Recovery”** and **“Recoveries”** means any sum recovered from any source which mitigates the loss sustained by the Insured and any Interest;

**“Relevant Event”** means any act, omission, event or circumstance which indicates that the Purchaser may not pay, or may be unable to pay, and Sum Due;

**“Schedule”** means the schedule to this Policy;

**“Security”** means such security (if any) for the Purchaser’s obligations under the Contract as is referred to the Schedule;

**“Services”** means any services which the Insured has agreed to supply to the Purchaser under the Contract;

**“Specified Percentage”** means the percentage described as such in the Schedule;

**“Sum Due”** means an amount which has become payable by the terms of the Contract in respect of the supply of any of the Goods or Services (exclusive of any Interest) or which would have become payable but for the effect of any moratorium or prohibition on payment;

**“Surety”** means any party described as such in the Schedule; and

**“United Kingdom”** means the United Kingdom of Great Britain and Northern Ireland together with the Channel Islands and the Isle of Man.

## 2 COVER

2.1 If the Insured sustains a loss as a result of:

- (a) the failure of the Purchaser to pay any Sum Due under the Contract for a period of six months after the Due Date; or
- (b) any act or omission of the Purchaser in breach of any other obligation under the Contract which terminates, or results in the termination of, the Insured’s obligation to supply any Goods or Services; or
- (c) any:
  - (i) act, decision or legislative or administrative measure of the government or courts of any country (including the non-renewal or cancellation of an export or import licence but excluding a refusal or failure to grant a United Kingdom export licence or other United Kingdom authorisation required as at the date of the Contract for its performance); or
  - (ii) war, civil war, revolution, or insurrection

which, in either case, renders illegal or impossible the performance of any obligation under the Contract,

ECGD will, subject to Clause 2.2 and 2.3 and the other provisions of this Policy, pay to the Insured the Specified Percentage of the amount determined in accordance with Clause 3. The period of six months in Clause 2.1(a) shall be reduced so as to expire on the date of any intervening court order falling within Clause 2.1(c) which prevents the Purchaser from paying the Sum Due.

- 2.2 As regards Clause 2.1(a), where a dispute exists between the Purchaser and the Insured concerning or affecting the Purchaser's obligation to pay the sum in question (including one involving any set-off or cross-claim), ECGD shall (unless and to the extent that it may otherwise agree in writing) have no liability unless and in so far as the Insured has obtained (at its own expense and risk) an Arbitration Award or Judgment determining that the Purchaser is obliged to pay the sum and is not justified in refusing or failing to do so.
- 2.3 As regards Clause 2.1(b), ECGD shall (unless and to the extent that it may otherwise agree in writing) have no liability unless the Insured has obtained (at its own expense and risk) an Arbitration Award or Judgment determining that the act or omission in question occurred and constituted a breach of an obligation under the Contract.

### **3 AMOUNT OF INDEMNIFIABLE LOSS**

- 3.1 In respect of any loss sustained by the Insured as a direct result of any failure referred to in Clause 2.1(a) ECGD will, subject to Clause 3.4, pay the Specified Percentage of the amount of any Sum Due remaining unpaid by the Purchaser, a Surety or any third person. Any payment in a currency other than that specified by the Contract shall, regardless of any act or legislation of any country other than the United Kingdom, not be considered as payment for the purposes of this Policy unless, and to the extent that, it is accepted by the Insured.
- 3.2 In respect of any loss sustained by the Insured as a direct result of any act or omission referred to in Clause 2.1(b) or any event or other matter referred to in Clause 2.1(c), ECGD will, subject to Clause 3.4, pay the Specified Percentage of any costs which the Insured has incurred wholly and necessarily for the purpose of supplying any Goods or Services which, in consequence, it has not supplied (but not in excess of the amount which would have been payable by the Purchaser in respect of those Goods or Services) less (a) any advance payment paid or accrued payable which is attributable to such Goods or Services and (b) the value of any Goods available for resale and any other benefit which the Insured may have received by not supplying such Goods or Services.
- 3.3 For the avoidance of doubt, ECGD shall be under no obligation to make any payment whose purpose is or whose effect would be to reimburse or indemnify the Insured in respect of any legal costs expended on or incurred or occasioned by obtaining or attempting to obtain any Arbitration Award or Judgment referred to in Clause 2.2 and 2.3.
- 3.4 The aggregate amount payable by ECGD under this Policy shall in no circumstances exceed the Maximum Liability.

### **4 PERIOD OF COVER**

- 4.1 This Policy shall commence on the Commencement Date provided that by that date ECGD shall have received the Premium; and otherwise on the date on which the Premium is received.
- 4.2 ECGD shall have no liability for any loss arising from any default or breach by the Purchaser or any other event occurring after the End Date.

## 5 CLAIMS

5.1 Any claim under this Policy shall be made in such form as may be required by ECGD by no later than 12 months after the End Date, after which time ECGD shall have no further liability in any circumstances.

5.2 The burden of proving the occurrence of a loss insured under the Policy shall be on the Insured.

5.3 If the Insured:

- (1) (a) makes a claim, or a statement or representation for the purpose of a claim, which is false in any material respect and (b) knows of, or is reckless as to, that falsity; or
- (2) uses any fraudulent means or device for the purpose of, or in connection with, a claim; or
- (3) fails to disclose promptly any fact, matter or document which would tend to reduce the prospects of ECGD agreeing or being adjudged liable to pay a claim in whole or in part,

ECGD shall be released from all liability under this Policy and shall not be obliged to return the Premium for any Insured Period or any part of it and the Insured shall, on demand, repay any payments which it may have received from ECGD in connection with that claim.

5.4 If the Schedule specifies a Loss Payee, the Insured irrevocably and unconditionally:

- 5.4.1 directs ECGD to pay to the Loss Payee each amount which may from time to time be payable by ECGD to the Insured pursuant to this Policy; and
- 5.4.2 agrees that payment of any such amount by ECGD to the Loss Payee shall discharge ECGD from its obligation under this Policy to pay that amount.

## 6 REPRESENTATIONS AND WARRANTIES

6.1 The Insured represents and warrants to ECGD that:

- 6.1.1 all statements made, and all information provided, to ECGD by or on behalf of the Insured, including those in the Proposal (on the basis of which ECGD has entered into this Policy), are true and accurate;
- 6.1.2 the Insured has disclosed to ECGD all facts and matters material to this Policy;
- 6.1.3 all necessary consents and approvals to the creation and performance of the Contract have been obtained;
- 6.1.4 the Insured is unaware of the occurrence or likely occurrence of any of the causes of loss referred to in Clause 2.1;
- 6.1.5 the Security has been established in favour of the Insured; and
- 6.1.6 the Letter of Credit has been opened in favour of, and (where required by the Contract) confirmed to, the Insured.

6.2 If any of the matters represented and warranted in Clause 6.1 are untrue or incorrect, ECGD may avoid this Policy and shall have no liability under it. Such rights of ECGD are in addition to and

without prejudice to the rights of ECGD under the general law to avoid this Policy for material non-disclosure or inaccuracy of representations or to terminate this Policy for breach of warranty.

## **7 UNDERTAKINGS AND WARRANTIES**

7.1 The Insured undertakes and warrants that:

- 7.1.1 unless and to the extent that ECGD shall otherwise agree in writing, the Insured will not depart from the terms of the Contract or agree to or acquiesce in any variation of them or any departure from them by the Purchaser unless that variation or departure would be a Permitted Variation;
- 7.1.2 the Insured will comply with all of the terms of the Contract and the Associated Documents;
- 7.1.3 the Insured will not waive or release, and will take all necessary actions to retain the legal enforceability of, its rights under the Contract and the Associated Documents;
- 7.1.4 the Insured will take all necessary actions to retain the legal enforceability of any security for the performance of the Purchaser's obligations and will do nothing which prejudices its rights against any surety for payment;
- 7.1.5 the Insured will not assign, mortgage, charge or pledge or otherwise dispose of the Contract or the Associated Documents or any of its rights or interests under the Contract or the Associated Documents, including its right to recover in respect of loss, and has not done so;
- 7.1.6 the Insured will not assign, mortgage, charge, pledge or otherwise dispose of this Policy or any rights arising under it or the benefit of it, and has not done so;
- 7.1.7 the name of Her Majesty's Government or ECGD or the insurance provided under this Policy has not been, and shall not be, used directly in connection with the raising of funds from the capital markets (which expression shall not include the Insured's own treasury department); and
- 7.1.8 the Insured will provide ECGD with any information, in writing, that ECGD may request from time to time regarding the progress and performance of the Contract.

7.2 Breach of any of the undertakings and warranties in Clause 7.1 will discharge ECGD from any liability under this Policy. Notwithstanding that discharge, ECGD shall be entitled to retain all premium which it has received.

## **8 NOTIFICATION, MITIGATION AND CONSULTATION**

- 8.1 The Insured shall notify ECGD of any Relevant Event within 15 days of becoming aware of it and provide to ECGD in writing all available information relating to that Relevant Event when, or as soon as is practicable after, giving notice of it.
- 8.2 If the Purchaser fails to pay any Sum Due under the Contract on its Due Date, the Insured shall notify ECGD of that failure within 30 days of its occurrence unless that Sum Due is received in full before such notice is given.

- 8.3 If the Insured becomes aware of the occurrence of a Relevant Event or the Purchaser fails to pay any Sum Due under the Contract, the Insured shall:
- 8.3.1 promptly take all practicable steps to prevent or minimise any loss covered by this Policy (and preserve its rights to take such steps in the future) including any steps which may be required by ECGD;
  - 8.3.2 not enter into any compromise of any claim against any person without the written consent of ECGD; and
  - 8.3.3 upon request of ECGD, assign such rights as it has under the Contract, and to any Goods or any documents and securities relating to the Contract, to ECGD.
- 8.4 Failure of the Insured to comply with any of its obligations under Clause 8.1, 8.2 or 8.3 shall discharge ECGD from all liability under the Policy to the Insured. Notwithstanding that discharge, ECGD shall be entitled to retain all premium which it has received.

## **9 SUBROGATION**

- 9.1 Upon payment of any amount due to the Insured under this Policy, ECGD is subrogated to all rights, remedies, claims, guarantees and securities available to the Insured to mitigate the loss sustained by the Insured, including any rights against a guarantor or a surety, whether or not the exercise of such rights might, in addition, involve claims, rights or remedies concerning obligations other than those whose non-performance has created a loss under this Policy. These rights of subrogation shall be in addition and without prejudice to all rights and benefits to which ECGD is entitled under the general law of subrogation.
- 9.2 At all times after payment of any amount due to the Insured under this Policy, the Insured:
- 9.2.1 shall exercise or enforce or refrain from exercising or enforcing all such rights, remedies, claims, guarantees and securities solely in accordance with the directions of ECGD and take all steps for this purpose as ECGD may require;
  - 9.2.2 will on request assign and transfer all such rights, remedies, guarantees and securities to ECGD, and execute and deliver to ECGD all such documents as ECGD may require for this purpose; and
  - 9.2.3 will authorise and permit ECGD, in the name of the Insured, to settle or compromise any claim which the Insured may have against the Purchaser, the Surety or any other party in connection with the Contract or institute and conduct legal or arbitral proceedings in respect of any such claim.

## **10 REIMBURSEMENT OF EXPENSES**

- 10.1 ECGD shall reimburse the Insured the Specified Percentage of all expenses which are reasonably incurred by the Insured in acting in accordance with a direction by ECGD under Clause 9.2.1 and are agreed in writing in advance by ECGD.
- 10.2 Save as expressly provided in Clause 10.1, ECGD shall have no liability to reimburse the Insured in respect of any expenditure which the Insured may incur.
- 10.3 ECGD may at its discretion reimburse the Specified Percentage of any expenses which the Insured has incurred in acting to minimize any loss which were not agreed in advance by ECGD.

## 11 ALLOCATION OF RECOVERIES

11.1 If at any time the Insured receives a Recovery, it shall hold the Recovery on trust for ECGD and, as soon as practicable after receipt, notify ECGD of that receipt and pay that Recovery to ECGD.

11.2 ECGD shall retain the Specified Percentage of each Recovery received by it and shall pay the remainder to the Insured.

## 12 ANTI-CORRUPTION PROVISIONS

12.1 In this Clause 12 the following terms have the following meanings:

**“Agent”** means any agent, intermediary, consultant or other person:

- (1) who has been instructed by, or on behalf of, the Insured; and
- (2) who has been directly or indirectly involved in the process of tendering for, or seeking the award of, the Contract or any Related Agreement;

**“Consortium Partner”** means any company, person or other legal entity (other than the Insured) which is a party to any written joint venture, consortium or other similar arrangement (other than a sub-contract) to which the Insured is also a party and which joint venture, consortium or other arrangement has been, or will be, entered into in connection with the performance of all, or any part of, the Contract;

**“Corrupt Activity”** means any activity (including without limitation, the offering of any payment, reward or other advantage to any public official or other person) which:

- (1) is subsequently found by a court in a competent jurisdiction (after all available rights of appeal have been exhausted) to have rendered the Contract illegal, void, voidable or unenforceable under its governing law; or
- (2) the Insured or anyone (including any employee) acting (with due authority) on the Insured’s behalf or with the Insured’s subsequent acquiescence has, other than under duress, admitted engaging in; or
- (3) is subsequently found by a court in any competent jurisdiction outside the United Kingdom (after all available rights of appeal have been exhausted) to constitute an offence under any applicable law (except by virtue of any changes to that law having retrospective effect); or
- (4) is subsequently found by a court in the United Kingdom (after all available rights of appeal have been exhausted) to constitute a Relevant Offence;

and which activity, in respect of paragraphs (1), (2), and (3) above corresponds to a Relevant Offence,

**provided that**, where, for the purposes of sub-paragraph (2) above, any such activity is admitted by an Excluded Person, such activity shall not, for the purposes of this Policy, constitute “Corrupt

Activity” if such activity was not, at the time it was engaged in, unlawful under the laws and regulations of the country in which it took place.

“**Excluded Person**” means, in relation to activity engaged in prior to 1<sup>st</sup> July 2011, (i) a person other than a national of the United Kingdom (as defined in section 109(4) of the Anti-terrorism, Crime and Security Act 2001) or, (ii) a body incorporated under the laws of a country other than the United Kingdom; or, in relation to activity engaged in on or after that date, a person or body of a type not listed in s.12(4) of the Bribery Act 2010;

“**Related Agreement**” means:

- (1) any agreement or undertaking, other than any agreement or undertaking for the supply of goods or services to the Insured or any Consortium Partner, which relates to the Contract and to which the Insured or any Consortium Partner is a party; and/or
- (2) any consent or authorisation, required by the Insured or any Consortium Partner for the obtaining or performance of the Contract and of which the Insured or any Consortium Partner is the direct recipient or beneficiary; and

“**Relevant Offence**” means, in relation to acts committed or events occurring before 1<sup>st</sup> July 2011, an offence under the Prevention of Corruption Acts 1889 to 1916 as amended by Part 12 of the Anti-Terrorism Crime and Security Act 2001; or, in relation to acts committed or events occurring on or after 1<sup>st</sup> July 2011, an offence under section 1, 2 or 6 of the Bribery Act 2010 (as from time to time amended or re-enacted).

12.2 The Insured represents and warrants that it has not:

- 12.2.1 engaged in any Corrupt Activity in relation to the Contract or any Related Agreement;
- 12.2.2 authorised any person to engage in any such Corrupt Activity; and
- 12.2.3 consented to, or acquiesced in, any such Corrupt Activity on the part of any person.

12.3 The Insured warrants and undertakes that:

12.3.1 it will not:

- (1) engage in any Corrupt Activity in relation to the Contract or any Related Agreement;
- (2) authorise any person to engage in any such Corrupt Activity; and
- (3) consent to, or acquiesce in, any such Corrupt Activity on the part of any person.

12.3.2 if the Insured becomes aware that any Consortium Partner or anyone (including any of the Consortium Partner’s employees) has engaged in any Corrupt Activity (or any activity which, subject to the occurrence of the subsequent events referred to in sub-paragraphs (1), (3) or (4) of the definition of Corrupt Activity would amount to Corrupt Activity) in relation to the Contract or any Related Agreement, the Insured shall promptly notify ECGD accordingly and supply ECGD with full details of the Corrupt Activity in question save where such notification would, or might reasonably be argued to, constitute the offence of “tipping off” under s.333A of the Proceeds of Crime Act 2002.

12.3.3 the Insured shall:

- (1) if it has not done so already, require anyone (including any of its employees acting on its behalf with due authority and involved in obtaining or in performing the Contract or any Related Agreement) not to engage in any Corrupt Activity (or any activity which, subject to the occurrence of the subsequent events referred to in sub-paragraphs (1), (3) or (4) of the definition of Corrupt Activity would amount to Corrupt Activity) in relation to the Contract or any Related Agreement;
- (2) monitor compliance with that requirement; and
- (3) take appropriate action against anyone found to have engaged in any such Corrupt Activity.

12.4 if any of the matters represented and warranted in Clause 12.2 are untrue or incorrect or if any of the undertakings and warranties on the part of the Insured in Clause 12.3 are breached, ECGD:

12.4.1 shall be discharged from any liability under this Policy; and

12.4.2 may cancel this Policy with effect from its commencement,

and in either event (1) ECGD shall be entitled to retain all premium which it may have received and (2) the Insured shall on demand repay to ECGD all sums which ECGD may have paid to the Insured under this Policy.

## 13 RECORDS

13.1 In this Clause 13 the following terms have the following meanings:

**“Administration Records”** means any records (other than those covered by legal privilege) preserved in any medium or form (and including records stored electronically) which relate to the performance of the Contract;

**“Business Day”** means any day other than a Saturday, Sunday or public holiday in England and Wales;

**“Confidential Information”** means (1) the Records, (2) the contents of the Records and (3) all written or oral explanations provided in respect of the Records pursuant to Clause 13.2.3;

**“Contract Records”** means records, for the period up to the date of award of the Contract, preserved in any medium or form (including records stored electronically) which relate specifically to the Insured’s obtaining of the Contract or the employment of, and payments to, or for the benefit of, any Agent;

**“Information Legislation”** means the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 as, in each case, amended or re-enacted from time to time and any other legislation from time to time governing the disclosure of information held by public bodies in response to requests from individuals or organisations; and

**“Records”** means the Administration Records and the Contract Records.

13.2 The Insured shall:

- 13.2.1 permit any person authorised by ECGD (and, if other than an official of ECGD, approved by the Insured, such approval not to be unreasonably withheld or delayed by the Insured) to visit, during business hours, any of the Insured's premises in the United Kingdom where Records are kept for the sole purpose of inspecting, auditing and taking copies of any Administration Records provided that ECGD gives to the Insured at least five Business Days' notice of that visit;
  - 13.2.2 permit any person authorised by ECGD (and, if other than an official of ECGD, approved by the Insured, such approval not to be unreasonably withheld or delayed) to visit, during business hours, any of the Insured's premises in the United Kingdom where Contract Records are kept in order to inspect any Contract Records to the extent necessary to verify the accuracy of any statements made, and any information given, by the Insured provided that ECGD gives to the Insured at least five Business Days' notice of that visit; and
  - 13.2.3 in relation to sub-Clauses 13.2.1 and 13.2.2, furnish such oral or written explanation within its knowledge of any Records as ECGD's authorised representative (or, as the case may be, ECGD's personnel) may reasonably require and permit them to take any copies of any of the Records which they may reasonably require upon condition that ECGD will, on request, pay to the Insured the cost of supplying any copies of the Records.
- 13.3 Any Confidential Information acquired by ECGD pursuant to Clause 13.2 will be held by ECGD in confidence on the terms set out in paragraph 7 of section 12 of the Proposal.
- 13.4 Wherever practicable, ECGD will give notice to the Insured of any application made under the Information Legislation for the disclosure of Confidential Information. Nothing in this Clause shall imply that the Insured considers any Confidential Information to be disclosable under the Information Legislation.
- 13.5 To the extent permitted by its obligations at law and its responsibilities as a government department, ECGD will destroy Confidential Information, or, if so requested, return it to the Insured, when ECGD considers that it has served the purpose for which it was obtained.
- 13.6 Nothing in this Clause obliges the Insured or ECGD to act unlawfully or in breach of any requirement of any regulatory or investigatory body or in breach of any duty of confidence.
- 13.7 The Insured will not unreasonably delay or withhold its consent to the disclosure by ECGD of any information which is otherwise confidential by virtue of the provisions of the Proposal.

## **14 THIRD PARTY RIGHTS**

For the avoidance of doubt, ECGD and the Insured do not intend that any of the terms of this Policy should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person other than ECGD or the Insured.

## **15 GOVERNING LAW AND JURISDICTION**

15.1 This Policy and any non-contractual rights and obligations arising in connection with it are governed by, and shall be construed in accordance with, the laws of England and Wales.

15.2 Save as provided in Clause 15.4, the courts of England and Wales shall have exclusive jurisdiction to hear and determine all disputes, actions, claims and proceedings of whatever nature arising out of, or in connection with, this Policy or the transaction contained in it, and for such purpose the Insured submits to the exclusive jurisdiction of, and waives any objections to proceedings being brought against it in, those courts.

15.3 All legal process relating to proceedings before courts of England and Wales shall be sufficiently served upon the Insured if addressed to the Insured and delivered by post or by hand to its address as stated at the head of this Policy.

15.4 ECGD shall be at liberty to take proceedings against the Insured in whichever jurisdiction ECGD may think fit.

## **SCHEDULE**

**Premium:** [ ]

**End Date:** [ ]

**Specified Percentage:** [ ]%.

**Maximum Liability:** [ ] (or the equivalent of that amount in any other currency).

**Purchaser:**

**Contract:** The contract between the Insured and the Purchaser under which the Insured agrees to supply to the Purchaser [*describe goods and services to be supplied or works to be performed*].

**Permitted Variation:** A variation or departure which does not (a) alter the nature or origins of the Goods and Services (or any of their components) (b) increase the amount payable by the Purchaser under the Contract by more than [ ] or (c) extend the time for the performance of any obligation required by the Contract [by more than ]. OR None.

**Letter of Credit:** The letter of credit specified by the Contract for the purpose of making payments thereunder.

**Surety:**

**Security:**

**Loss Payee:**

**Proposal:** The proposal dated [ ] which was submitted to ECGD by the Insured in order to request ECGD to issue this Policy.

For and on behalf of the  
**Secretary of State**  
acting by the  
**Export Credits Guarantee Department**

For and on behalf of  
**[Name of Insured]**

Signature .....

Signature .....

Name .....

Name .....

Position .....

Position .....

Date.....

Date .....

Specimen