



Proposal Form: Export Insurance Policy (EXIP)

How to use this form

Use this form to apply for export insurance cover for:

- a single export contract, or
- multiple export contracts with the same buyer over a 12 month period

Send your completed Proposal to exipunderwriting@ukexportfinance.gov.uk. Please note:

- when assessing your application we will rely on the information you provide in this Proposal and any related correspondence in order to decide whether and on what terms to provide cover
- it is important that this information is correct and that you notify us promptly of any changes to the information which occur before we issue your policy
- if you are unable to give a full answer to any question, please say so in your response to that question
- our policies take account of the Insurance Act 2015 (for further information see www.legislation.gov.uk/ukpga/2015/4/resources)

Eligibility

All the following conditions must be satisfied in order for us to be able to provide you with export insurance cover:

- you must be carrying on business in the UK, the Isle of Man or the Channel Islands
- your buyer must be carrying on business overseas
- at least 20% of the value of each export contract must represent UK content (for further information see section 8)
- you have approached the private insurance market and been unable to obtain the cover you require

Combating corrupt activity

The OECD countries, including the UK, are committed to combating corrupt activity, including corruption, bribery and money laundering. The law in the UK has been strengthened in order to do so. It is your responsibility to comply with all laws that are relevant to your export contract(s); however, we draw your attention to the applicable law on bribery and on money laundering contained in the Bribery Act 2010 and in Part 7 of the Proceeds of Crime Act 2002. In particular, certain acts committed abroad now constitute criminal offences in the UK.

Offences by individuals under the Bribery Act 2010 are punishable on conviction on indictment by imprisonment for up to 10 years and/or an unlimited fine. You should also be aware that we will refer any suspicious circumstances relating to bribery, corruption or money laundering to the relevant authorities.

We may avoid the policy if you make false statements in this Proposal about your involvement in, or awareness of, corrupt activity in relation to any export contract insured under the policy.

Website:	Date established:
Contact's name:	Contact's position:
Contact's telephone no:	Contact's email:

6. TRADING INFORMATION

How long have you been trading with the buyer?	Years	New account <input type="checkbox"/>
What is your estimated annual turnover with the buyer? <i>(specify currency)</i>		
Are you connected in any way with the buyer? <i>(e.g. by shareholding or common directors)</i>		Yes <input type="radio"/> No <input type="radio"/>
If Yes, please provide details of the connection:		
Please provide details of amounts outstanding, including any overdue amounts, with the buyer:		
Has the buyer ever failed to pay you on time?		Yes <input type="radio"/> No <input type="radio"/>
Do you hold any of the information listed opposite in relation to the buyer? <i>(Tick as appropriate)</i>	Financial accounts	<input type="checkbox"/>
	Trading history	<input type="checkbox"/>
If Yes, please attach a copy of it to this Proposal.	Credit report	<input type="checkbox"/>
	Other relevant information <i>(Please specify)</i>	<input type="checkbox"/>
May we disclose your name to the buyer if we need to?		Yes <input type="radio"/> No <input type="radio"/>

7. OTHER INSURANCE ARRANGEMENTS

Have you been unable to obtain cover for your export contract(s) with the buyer from the private insurance market?	Yes <input type="radio"/> No <input type="radio"/>
If Yes, please provide the name of the insurer(s) approached, the requested credit limit and the reason for your not being able to obtain cover:	
Have you in the past held credit insurance cover on the buyer?	
Yes <input type="radio"/> No <input type="radio"/>	

If Yes, please provide details of insurer, credit limit amount, date approved and date lapsed/withdrawn:

Do you currently have any credit insurance or trade finance facilities in place?

Yes No

If Yes, please provide name of insurer and type of policy or facility:
(e.g. whole turnover/single buyer; factoring/invoice discounting)

8. EXPORT CONTRACT(S) TO BE INSURED

What goods and services will you supply to the buyer under the export contract(s)?

What is the final destination of the goods/services?

Country:

Town:

What is the percentage of UK content of the export contract(s)?

%

(UK content is an export contract's value less the cost to you of buying any goods and/or services from suppliers outside the UK, the Isle of Man or the Channel Islands, to be supplied directly to the buyer or otherwise "as is". Materials and components in goods manufactured or assembled in the UK, the Isle of Man or the Channel Islands, which would be eligible for a certificate of UK origin from a British Chamber of Commerce are treated as UK content)

Are you buying any goods and/or services from suppliers outside the UK, the Isle of Man or the Channel Islands for the purpose of the export contract(s)?

Yes No

If Yes, please state the cost (or if you are requesting cover for multiple export contract (s)/orders, the estimated cost over the 12 month period) to you of purchasing them:
(Please state the amount in the currency of the export contract(s))

Are payments under the export contract(s) to be made by a letter of credit?

Yes No

If Yes, please provide full details of the issuing bank, including name and address:

Is payment under the export contract(s) to be secured? (e.g. by third party or parent guarantee)

Yes No

If Yes, please provide full details of the form of security and its provider:

What procedure has been/will be used for awarding the export contract(s)?

(e.g. open tender or negotiated contract)

Will you be contractually obliged to supply the goods/services under the export contract(s)?

(i.e. will you be acting as principal under them?)

Yes No

Are there any other parties to the export contract(s) other than you and the buyer?

Yes No

If Yes, please provide their name and address:

Name:

Address:

Are you a member of a group of which another member has had, or is intended to have, a material part in the negotiation or obtaining of the export contract(s)?

(A company or organisation is a member of a group for this purpose if, directly or indirectly, it controls or is controlled by another company or organisation either through majority voting share ownership or equivalent or by virtue of contractual arrangements of any kind)

Yes No

If Yes, please provide their name and address:

Name:

Address:

Are you, or will you be, a party to any consortium (which includes any joint venture or other similar arrangement, but not a sub-contract) which has been, or is to be, entered into in connection with the performance or financing of all or any part of the export contract(s)?

Yes No

If Yes, please provide the name and address of each other consortium party.

Name:

Address:

Is there an Agent who has been, or will be, directly or indirectly involved in the process of tendering for, or seeking the award of, the export contract(s) or any related agreement?

(An "Agent" is any agent, intermediary, consultant or other person who has been, or will be, instructed by you or on your behalf)

Yes No

If Yes, please provide details for each Agent:

Name:

Address:

Services to be provided:

Amount/value of remuneration:

Country/countries where
commission is payable:

9. YOUR COVER REQUIREMENTS

What type of cover do you require?

(Check one box and in each case specify the currency in which the contract/order is denominated)

Cover for a single export contract with a value of:

Cover for multiple export contracts/orders with the same buyer over a 12 month period with an estimated total value of:

What credit limit do you require and in what currency?

(You may wish to calculate this by reference to the maximum amount which will be outstanding under the export contract(s) at any one time)

Sterling/Euro/USDollars/Yen

What period of cover do you require?

Start date: Month

Year

End date: Month

Year

Do you require pre-credit cover during the period before supply of the goods/services?

Yes

No

If Yes, how many months cover are required?

Months

What are the terms of payment under the export contract(s) i.e. 60 days, 90 days, including stage payments or schedule of payments?

What is the method of payment under the export contract(s)?

Is payment from the buyer dependent on it receiving payment from an end-buyer to whom the buyer will supply the goods/services?

Yes

No

If Yes, do you require cover against the failure of that party to pay the buyer?

Yes

No

If Yes, please provide details of the end-buyer including the country in which it operates:

Do you require a related company to be jointly insured under the policy?

Yes

No

If Yes, please provide full details of that company and explain its interest in the export contract(s):

Do you wish to nominate a loss payee for the policy? Yes No
(A loss payee is a person other than you or any co-insured to whom claims payments would be made)

If Yes, please provide their details.

Name:	Bank:
Branch address:	Sort code:
	Account number:

Account name:

10. BROKER'S DETAILS

Do you wish to appoint a broker? Yes No

If Yes, please provide their name, address and contact details.

Name:	Contact name:
Address:	Telephone number:

Email address:

11. CODE OF CONDUCT

Do you have in place a code of conduct and written procedures of the type contemplated by section 7(2) of the Bribery Act 2010 to discourage and prevent corrupt activity? Yes No

(If No, your attention is drawn to the Ministry of Justice's guidance available at <http://www.justice.gov.uk/downloads/legislation/bribery-act-2010-guidance.pdf>)

If Yes, is your current code of conduct attached to this Proposal or has it been previously supplied? Attached
Previously supplied

Has the code been, and will it be, applied in obtaining and performing the export contract(s) to which this Proposal relates? Yes No

12. OTHER PRODUCTS

Have you applied, or do you intend to apply, for any other product from UK Export Finance in connection with the export contract(s) to be insured? Yes No

If Yes, please specify the products:

13. CONFIDENTIALITY

By signing and submitting this Proposal you agree that:

- (1) (unless otherwise agreed) this Proposal, its attachments and all discussions and correspondence relating to it are confidential and will not be disclosed to any third party except:
 - (a) by you, on a confidential basis to your bank, broker, lawyers, other professional advisers, or auditors, in each case for the purpose for which each of them has been engaged by you;
 - (b) by us in accordance with applicable law (including the provisions of the Export and Investment Guarantees Act 1991) or our obligations to Parliament as a Government Department;
 - (c) by us if we decide that we are required to disclose it in accordance under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004; or
 - (d) by us:
 - (i) to our lawyers and other professional advisers, auditors, other Government Departments and reinsurers (including other export credit agencies) on a confidential basis in connection with our consideration of this application or the issue or reinsurance of any policy; and
 - (ii) to third party service providers (such as IT contractors) in order to enable them to provide services to us and on the basis that the information must be held securely and in confidence;
- (2) (unless otherwise agreed) information we hold about you (but not including details of any contract that we enter into with you or for your benefit or information about any of your export contracts, other than the export market involved) may be shared on a confidential basis between any Government Departments and/or other public sector bodies that are involved in supporting trade and investment to assist them in discharging their functions; and
- (3) if we ask you to agree to our disclosing information to anyone not mentioned in paragraph (1)(b) to (d) above, you will not unreasonably delay or withhold your agreement to this.

14. ANTI-BRIBERY AND CORRUPTION DECLARATIONS

By signing and submitting this Proposal, you declare that except for any matters you have told us about in writing:

- (1) neither you nor any of your current Senior Officers appear on a debarment list published by the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development or the Inter-American Development Bank (or any successor organisations of the foregoing), of contractors or individuals who are ineligible to tender for, or participate in, any project they fund;
- (2) you have no reason to believe, after having made reasonable enquiries, that any Involved Group Company, Consortium Party or Agent, or any of their current Senior Officers, appear on any such list;
- (3) during the last 5 years neither you nor any of your current Senior Officers or any Group Company have:
 - (a) been found guilty by any court or competent authority of a Relevant Offence or any offence relating to bribery or corruption under the law of any jurisdiction outside the UK;
 - (b) been subject to any administrative sanction (for example, a deferred prosecution agreement or civil forfeiture order) or other similar administrative measure anywhere in the world for contravening any laws which prohibit bribery, including bribery of foreign public officials; or
 - (c) admitted to having engaged in any offence or activity as referred to in paragraph (3)(a) above or has admitted to engaging in any other activity which is prohibited under applicable laws relating to bribery or corrupt activity;
- (4) neither you nor any of your current Senior Officers or any Group Company are currently under charge in any court or before any competent authority, or to the best of your knowledge, subject to a formal investigation by public prosecutors on the grounds that you or they have committed an offence of the type listed in paragraph 3(a) above;

- (5) neither you nor any Group Company has:
- engaged in, any Potential Corrupt Activity or Corrupt Activity in relation to the export contract(s) or any related agreement (which includes any unilateral undertaking as well as any consent or authorisation needed to obtain or perform the export contract(s) but not any subcontract);
- (6) neither you nor any Involved Group Company has any knowledge of any person engaging in any Potential Corrupt Activity or Corrupt Activity in relation to the export contract(s) or any related agreement;
- (7) you have no reason to believe and you do not believe, after having made reasonable enquiries, that:
- (a) any Consortium Party or Agent, any of their current Senior Officers has at any time during the last five years engaged in or been subject to any of the events referred to in paragraph (3) above;
 - (b) any Consortium Party or Agent or any of their current Senior Officers has at any time during the last five years been subject to any of the events referred to in paragraph (4) above; or
 - (c) any Consortium Party or Agent has engaged in any Potential Corrupt Activity or Corrupt Activity in relation to the export contract(s) or any related agreement;
- (8) you have made reasonable enquiries regarding (i) any Consortium Party or Agent and its conduct in relation to the export contract and any related agreement; and (ii) whether any Group Companies, at the date of this Proposal, have had, or are intended to have any material part in the negotiation or supply of the export contract;
- (9) the export contract(s) referred to in this Proposal, and all arrangements connected with its/their financing or procurement, have not been, and will not be, used for the purposes of money laundering (as defined in Part 7 of the Proceeds of Crime Act 2002) or in any other manner that would constitute a Relevant Offence.

In this section 14:

“Consortium Party” or “Agent” is a consortium party or Agent named in section 8 of this Application;

“Controlled” means in relation to a body corporate (Company “A”), the power of a person (“P”) to secure (a) by means of the holding of shares or the possession of voting power in relation to that or any other body corporate; or (b) as a result of any powers conferred by the articles of association or other document or arrangement regulating that or any other body corporate, that the affairs of Company A are conducted in accordance with P’s wishes;

“Corrupt Activity” means any activity with reference to a person (including without limitation the offering of any payment, reward or other advantage to any public official or other person), which is (a) found by a court in a competent jurisdiction (after all available rights of appeal have been exhausted) to have rendered the export contract illegal, void, voidable or unenforceable under its governing law; or (b) other than under duress, has been admitted by that person (which shall include, for the avoidance of doubt, admissions of activity made under a deferred prosecution agreement in England, civil forfeiture order or similar administrative settlement in another jurisdiction); or (c) is found by a court or competent authority in any competent jurisdiction (after all available rights of appeal have been exhausted) outside the United Kingdom to constitute an offence under any applicable law (except by virtue of changes to that law having retrospective effect); or (d) is found by a court or competent authority 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 (a), (b) and (c) above corresponds to a Relevant Offence provided that, where for the purposes of paragraph (b) 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 or regulations of the country in which it took place;

“Directors” means in relation to a company the members of that company’s board of directors (including non-executive directors);

“Excluded Person” means (a) where such activity is engaged in prior to 1 July 2011, (i) a person other than a national of the United Kingdom (as defined in s.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; and (b) where such activity is 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;

“Group Company” means a company (in any jurisdiction) which is Controlled by the Applicant or which controls the Applicant or which is Controlled by a company which controls the Applicant;

“Involved Group Company” means a Group Company which (a) having made the reasonable enquiries referred to in paragraph 8(ii) of section 14 of this Proposal, has had, or is intended to have, at the date of this Proposal, any material part in the negotiation or obtaining of the export contract; (b) employs personnel providing head office, legal, compliance, audit

and/ or similar functions;

“Potential Corrupt Activity” means activity which could, subject to the occurrence of subsequent events referred to in (a), (c) and (d) of the definition of “Corrupt Activity” in this section 14, amount to Corrupt Activity;

“Relevant Offence” means, in relation to acts committed or events occurring before 1st 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 and/ or an offence of conspiracy to corrupt under the Criminal Law Act 1977 or under common law, or, in relation to acts committed or events occurring on or after 1st July 2011, an offence under sections 1, 2, 6, or 7 of the Bribery Act 2010 (as from time to time amended or re-enacted); and

“Senior Officer” means in relation to: (a) a body corporate, a Director or senior executive of the body corporate; (b) a partnership, a partner in the partnership; and (c) a limited liability partnership (LLP) all members or, if applicable, all those members appointed or entitled to manage the LLP.

15. CONFIRMATIONS AND ACKNOWLEDGEMENTS

By signing and submitting this Proposal:

- (1) you confirm that the information contained in this Proposal and any related discussions or correspondence constitutes a fair presentation of the risk to include all material facts and circumstances; and
- (2) you acknowledge that:
 - (a) you should contact us or your broker (if applicable) if you are in any doubt as to what constitutes a material fact;
 - (b) we will rely on the information, statements and declarations in this Proposal when deciding whether, and on what terms, to issue any policy; and you must continue to disclose material facts to us and any changes to material facts after the date of signature of this Proposal until the date cover commences under any policy unless this would, or might reasonably be considered to, constitute the offence of “tipping off” under s.333A of the Proceeds of Crime Act 2002.

Signature:
Name:
Company:
Position:
Date:

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