

EXPORT-IMPORT BANK OF THE UNITED STATES

NOTICE OF CLAIM AND PROOF OF LOSS UMBRELLA or FINANCIAL INSTITUTION SUPPLIER CREDIT POLICY

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

Date Received: _____

Claim No.: _____

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

A.1 Administrator/Policyholder Contact: _____ E-Mail: _____ Phone: _____ Fax: _____	A.5 Buyer Contact: _____ E-Mail: _____ Phone: _____ Fax: _____
A.2 Insured/Exporter Contact: _____ E-Mail: _____ Phone: _____ Fax: _____	A.6 Overseas Sales Agent <input type="checkbox"/> None Contact: _____ E-Mail: _____ Phone: _____ Fax: _____
A.3 Assignee <input type="checkbox"/> None Contact: _____ E-Mail: _____ Phone: _____ Fax: _____	A.7 Exporter (if other than A.2) Contact: _____ E-Mail: _____ Phone: _____ Fax: _____
A.4 Broker <input type="checkbox"/> None Contact: _____ E-Mail: _____ Phone: _____ Fax: _____	A.8 Manufacturer (if other than A.2) Contact: _____ E-Mail: _____ Phone: _____ Fax: _____

SECTION B. Certifications of (check one):

- UMBRELLA INSURED EXPORTER** or
- the **EXPORTER** under a **DOCUMENTARY** FINANCIAL INSTITUTION SUPPLIER CREDIT POLICY or
- the **POLICYHOLDER** under a **NON-DOCUMENTARY** FINANCIAL INSTITUTION SUPPLIER CREDIT POLICY

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

1. it has completed and attached the following sections: A; B; C; D; E; F; G; H;
2. the amount claimed is presently owing by the buyer;
3. the buyer has not asserted any defenses to this debt nor disputed the amount of the debt owing;
4. it has not granted any discounts, allowances, rebates or commissions, except as follows and has not made any payments to the buyer;
5. to the best of its belief, it has complied with the terms and conditions of the policy, all the information supplied in support of this claim is complete and true, and it has not withheld any material facts.

Both Exporter and Administrator/Policyholder Signatures are necessary for Claims

Exporter Name: _____ Title: _____
 Signature: _____

Date: _____

Administrator/Policyholder Name: _____ Title: _____ Signature: _____

Date: _____

SECTION C. RELEASE AND ASSIGNMENT

You have the option of completing and submitting this Release and Assignment with your claim submission. If you do, the release will operate upon negotiation of a claim payment check. This will expedite your claim payment in the event of claim approval.

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

AND WHEREAS, the Insured has filed a claim under insurance policy _____ on the proof of loss dated _____; NOW, THEREFORE, the Insured and Ex-Im Bank agree as follows: In the event the claim is approved for payment and the Insured or its assignee or any agent negotiates a claim payment check, the Insured does release Ex-Im Bank from all claims, actions, and causes of action of whatsoever character and description which the Insured ever had, now has or hereafter can, shall or may have relating to this claim. AND, in further consideration of the claim payment by Ex-Im Bank, the Insured does assign to Ex-Im Bank, its successors and assigns, all right, title and interest in, and all sums of money now due, or to become due, to the Insured from the Buyer under the transactions and accounts relating to the Claim, and any and all contracts, security and evidences of indebtedness relating thereto; to have and to hold the same, with full power, at their own cost, to collect and enforce the same, for their own use and benefit by any action or proceeding in the name of the Insured or otherwise, and to take all legal steps as they deem proper or necessary in connection herewith.

In witness whereof, the Insured has caused this instrument to be signed this _____ day of _____, _____.

(Name of Insured)

By: _____
(Signature)

Name and Title: _____
(Print)

State of _____

County of _____

I, _____ a notary public in _____ and for the aforesaid County and State, do hereby certify that on this day, before me personally

came _____ to me known, who, being duly sworn, did depose and say that he/she

is the _____ of _____, the entity described herein and which executed the foregoing instrument; and that he/she has full authority to complete and execute the said instrument in the name of, and on behalf of, the said entity.

In witness whereof, I have hereunto set my hand and seal this _____ day of _____, _____.

Notary Public Signature

(Seal)

SECTION F. CLAIM DOCUMENTATION

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

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

- | | | |
|--|-----------------------------------|---|
| 1. Promissory Note (copies) | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Not Applicable |
| 2. Draft (copies) | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Not Applicable |
| 3. Purchase Order | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Not Applicable |
| 4. Contract of Sale | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Not Applicable |
| 5. Invoice | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Not Applicable |
| 6. Bill of Lading | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Not Applicable |
| 7. Other Evidence of Shipment | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Not Applicable |
| 8. Evidence of Collection Effort | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Not Applicable |
| 9. Buyer's Acknowledgment of Receipt | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Not Applicable |
| 10. Acceptance Advice | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Not Applicable |
| 11. Nonpayment Advice | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Not Applicable |
| 12. Ledger | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Not Applicable |
| 13. Other Insurance | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Not Applicable |
| 14. Overdue Report | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Not Applicable |
| 15. Special Conditions as indicated in Section E | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Not Applicable |

For FINANCIAL INSTITUTION SUPPLIER CREDIT Policies:

DOCUMENTARY TYPE:

- | | |
|---------------------------|-----------------------------------|
| 16. Financing Agreement | <input type="checkbox"/> Enclosed |
| 17. Evidence of Financing | <input type="checkbox"/> Enclosed |

NON-DOCUMENTARY TYPE add:

- | | |
|----------------------------|-----------------------------------|
| 18. Exporter's Certificate | <input type="checkbox"/> Enclosed |
|----------------------------|-----------------------------------|

SECTION G. SCHEDULE OF SHIPMENTS

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

If shipments were made in more than one policy year please complete a separate schedule G for each policy year.

Policy Year _____ to _____
 Month Day Year Month Day Year

ALL CLAIMS							TRANSFER RISK ONLY				
Invoice Number	Shipment Date	Gross Invoice Amount	Credit Terms	Due Date(s)	Partial Payments	Shipment Reported	Date of Deposit	Amount of Deposit	Deposit Within 90 Days?		Name of Depository
									Yes	No	

Total Gross Invoice: _____

Are there any uninsured amounts with this buyer? Yes No

If so, please indicate how much \$ _____

Why are these shipments uninsured? _____

SECTION H. 1. UMBRELLA POLICY CALCULATION OF ELIGIBLE LOSS

Total gross invoice value (includes shipping and insurance if included) of all shipments:	\$ _____
(+) Plus interest at _____ to maturity dates: (contract rate*)	_____
(+) Plus interest at _____ from maturity date to 180 days after maturity date: (contract rate*)	_____
(-) Minus	
a. Total buyer payments:	(_____)
b. Other credits, discounts and allowances:	(_____)
c. Funds received from any other source:	(_____)
d. Savings because of nonpayment of agent's commission:	(_____)
Net Loss:	\$ _____
Net Loss x Coverage at _____ % = Eligible Loss for Umbrella Policy:	\$ _____

2. FINANCIAL INSTITUTION SUPPLIER CREDIT POLICIES CALCULATION OF ELIGIBLE LOSS

Total gross invoice value (includes shipping and insurance if included) of all shipments:	\$ _____
the amount financed by the policyholder:	\$ _____
(+) Plus interest at _____ to maturity dates: (contract rate of the financing agreement)	_____
(+) Plus interest at _____ from maturity date to 180 days after maturity date: (contract rate of the financing agreement)	_____
(-) Minus	
a. Total buyer payments:	(_____)
b. Other credits, discounts and allowances:	(_____)
c. Funds received from any other source:	(_____)
d. Savings because of nonpayment of agent's commission:	(_____)
Net Loss:	\$ _____
Net Loss x Coverage at _____ % = Eligible Loss for FISC Policy:	\$ _____

* Insert the actual interest rate, however, receivable interest will be covered at no more than: for U.S. dollars, the Wall Street Journal prime rate less 0.5% per annum fixed or floating rates; for other currencies, refer to the interest rate endorsement to the policy.

NOTE: :Under FISC Policies in the Non-Documentary format the interest rate cover limitations above apply.