



# Mercury Trade Credit Credit Insurance TUC General Conditions

Version April 2022 - For policy holders located outside the European  
Economic Area

# General Terms and Conditions

<b>A. Definitions</b>	3
<b>B. The policy</b>	5
Art. 1 Purpose of the Policy	
Art. 2 Insured and Uninsured Invoices	
Art. 3 Inception of Risk	
Art. 4 Cover Inclusions and Exclusions	
Art. 5 Automatic Slide In	
Art. 6 Insured Percentage	
Art. 7 Losses Covered under the Policy	
Art. 8 Claims Examination and Indemnification	
Art. 9 Insurer's Maximum Liability	
<b>C. Your obligations</b>	9
Art. 10 Basis for Cover	
Art. 11 Premium and Costs	
Art. 12 Risk Management	
Art. 13 Report Adverse Information	
Art. 14 Notification of an Imminent Loss	
Art. 15 Dispute	
Art. 16 Sanctions	
<b>D. Our commitments</b>	12
Art. 17 Collection	
Art. 18 Indemnification	
Art. 19 Top Up Credit Limit	
<b>E. General information</b>	14
Art. 20 Exchange Rates	
Art. 21 Assignment of Rights	
Art. 22 Termination of Policy	
Art. 23 Policy Duration and Renewal	
Art. 24 Claims Notification Period	
Art. 25 Service of Suit and Jurisdiction	
Art. 26 Binding Administration	
Art. 27 Amendments	
Art. 28 Privacy Notice	
Art. 29 Complaints	

## A. Definitions

**Adverse Information:** any situation which increases the probability of an imminent loss has to be reported to **Us**;

**Associated Company:** a legally established corporation, proprietorship, partnership or state-owned entity, influenced directly or indirectly by **You**, or who has influence over **You**;

**Buyer(s): Your** debtor(s);

**Claim Threshold:** the level at which **Losses** become eligible for assessment;

**Claims Waiting Period:** the number of days that must elapse after the **Due Date**, before a **Protracted Default** situation can be assessed;

**Date of Loss:** the date of **Insolvency** of **Your Buyer** or the date **Protracted Default** occurs as specified in the **Policy Conditions**;

**Delivery:** when **You** make the goods available to the **Buyer** or any person acting on their behalf, at the place and on the terms specified in the **Sales Contract**;

**Due Date:** the date payment is scheduled according to the contract between **You** and **Your Buyer**;

**First Credit Insurance:** the credit insurance policy issued by the **First Credit Insurer**;

**First Credit Insurer:** the credit insurer with whom **You** have signed a **First Credit Insurance** contract and who has issued valid credit limits on **Your Buyer**;

**First Credit Limit:** is the credit limit issued by **Your First Credit Insurer**;

**Insolvency:** where the **Buyer** has been declared insolvent or similar (e.g. liquidation, bankruptcy, dissolution suspension of payment or debt restructuring) according to the local legal system;

**Insurers:** implies, Mercury Trade Credit Nederland B.V. and **Your First Credit Insurer**;

**Loss:** the total value of **Your** unpaid invoices where the failure of **Your Buyer** to pay **You** is due to **Insolvency** or **Protracted Default**, with respect to a **Delivery** or a performance of a **Service** (subject to the **Policy Conditions**);

**Past Due:** when an invoice remains unpaid a certain amount of days after **Due Date**, as mentioned in the **Policy Conditions**. There will be no cover for **Deliveries** or performance of **Services** after this point in time;

**Payment Terms:** the method and schedule of payment agreed with **Your Buyer**;

**Policy Conditions:** the set of terms and values, defined in **Your Policy Document(s)** that specify the detailed levels of cover and the requirements for **You** and **Us**;

**Policy Documents:** the formal contract between **Us** and **Yourself** that includes, all terms and conditions, **Your Top Up Credit Limit** applications, any endorsements, **Top Up Credit Limits** and other correspondence;

**Policy Period:** the period that the policy is valid, as stated in the **Policy Conditions**;

**Protracted Default:** the failure of a **Buyer** to pay the contractual debt within a specific period after the **Due Date**. Any claim will not be assessed until the end of the **Claims Waiting Period**;

**Rate on Limit (R.o.L.):** where **We** calculate **Your** premium based on a percentage of **Your Top Up Credit Limit** values;

**Retained Risk:** the part of the unpaid invoices that will be exclusively for **Your** own account as an uninsured risk;

**Sales Contract:** any legal contract between **You** and **Your Buyer**, which relates to a **Delivery** or a performance of a **Service** against payment;

**Services:** are deemed to have been performed when the relevant **Services** contract terms have been fulfilled;

**Top Up Credit limit:** cover for the surplus risk above the **First Credit Limit** and is issued by Mercury Information Services B.V.;

**We (our, us):** Mercury Trade Credit Nederland B.V. acting as agent of the Lloyd's syndicate consisting of Ascot Syndicate ASC 1414 (39 %), located at 20 Fenchurch Street, London EC3M 3BY, United Kingdom; AXIS Syndicate AXS 1686 (35 %), located at 52 Lime Street, London EC3M 7AF, United Kingdom; Antares Syndicate AUL 1274 (16 %), located at 21 Lime Street, London EC3M 7HB United Kingdom and Argo Syndicate AMA 1200 (10 %), located at 6 Devonshire Square, London EC4M 4YE, United Kingdom – all liable severally for the mentioned percentage;



**You (your):** the insured and any co-insured recorded in the **Policy Documents.**

## B. The policy

### Art.1 Purpose of the Policy

- 1.1 The Mercury Top Up policy provides additional cover with a **Top Up Credit Limit** when the **First Credit Insurer** issues a partial credit limit on **Your Buyer**.
- 1.2 This insurance policy provides cover in the event of non-payment of insured invoices due to **Insolvency** or **Protracted Default** of the **Buyer** when these invoices:
  - a. exceed the **First Credit Limit** amount; and
  - b. are within the terms of the **Top Up Credit Limit**.
- 1.3 **We** will indemnify for a valid **Loss** under **Your** policy if the **First Credit Insurer** has paid the claim and all **Our Policy Conditions** have been met. If for whatever reason the **First Credit Insurer** does not indemnify the claim (this includes any ex-gratia payment) then **We** will not indemnify the **Loss**.

### Art.2 Insured and Uninsured Invoices

#### 2.1 Insured invoices

An insured invoice must relate to the **Delivery** of goods or the performance of **Services** to a **Buyer**, which occurred during the **Policy Period** as defined in **Your** Specific Conditions:

- a. where **You** hold a **Top Up Credit Limit** and a **First Credit Limit**, valid for the relevant date of the **Delivery** or accomplishment of the **Services**; and
- b. where **You** have a legal **Sales Contract**; and
- c. whereby the invoice concerned, insofar as it has not been paid yet, has been reported to **Us** via the web portal before the **Past Due** date.

Only the net invoice amount is insured, this can include costs for transportation, insurance and packaging where these costs are specifically mentioned on the invoice. Components such as VAT, credit deductibles, interest, penalties, and collection costs **You** have made without **Our** approval are not insured.

#### 2.2 Uninsured invoices

**You** are not covered for an invoice that is related to a **Delivery** or a performance of a **Service**:

- a. to an individual;
- b. to an **Associated Company**;
- c. to be paid in cash (including cash on delivery, payment by credit card, payment in advance);
- d. to a **Buyer** for whom a **Top Up Credit Limit** and/or a **First Credit Limit** is denied or fully withdrawn before the inception of the risk.

### Art.3 Inception of Risk

The non-payment risk under this policy starts the moment **You** deliver goods or accomplish a rendered **Service** on credit terms basis in accordance with the **Sales Contract** during the **Policy Period**.

## Art.4 Cover Inclusions and Exclusions

4.1 An unpaid insured invoice may be included for cover provided:

- a. a **First Credit Limit** is valid for the **Buyer** and **We** have issued a **Top Up Credit Limit**; and
- b. there is a legal **Sales Contract**; and
- c. it is not disputed by the **Buyer**; and
- d. **You** have not acted in contravention of any rules and regulations and have followed all other **Policy Conditions**.

4.2 There is no cover if the **Losses** are related in any way to:

- a. a **Delivery** of goods or a **Service** which is taking place in another country than where the **Buyer** is registered, unless **We** have agreed otherwise in writing;
- b. any form of nuclear reaction, nuclear radiation, or of any radioactive contamination regardless of the cause;
- c. any chemical, biological, bio-chemical or electromagnetic weapon;
- d. the outbreak of war or the equivalent between any of the following powers: The People's Republic of China, France, The United Kingdom, The Russian Federation and The United States of America;
- e. war or civil war, occupation or partial occupation of the country of **Your Buyer**, by a foreign power, revolution, insurrection, social or political disturbances, seizure, expropriation or destruction of property by order of a lawful or unlawful authority occurs;
- f. a payment is received in a currency that is not freely convertible;
- g. exchange rate fluctuations;
- h. the occurrence of either a natural disaster or general strike;
- i. any sales transaction with **Your Buyer** which does not match the trade activities as mentioned in the **Policy Conditions**;
- j. a **Delivery** or performance of the **Service** in any country which is forbidden or in contravention of resolutions, trade and/or economic sanctions from the EU, The United Nations, The United States of America, The United Kingdom or national penalty legislation or regulations that are applicable. This also applies to indemnifications under the insurance contract if at the date of indemnification payment of any claim would expose **Us** to the risk of breaching, or put **Us** in breach of these forementioned resolutions, sanctions, legislations or regulations;
- k. the part that exceeds the **Top Up Credit Limit**, unless an automatic slide in is applicable;
- l. any other insurance contract held by **You** or from which **You** may be entitled to benefit or receive payments;
- m. a **Delivery** or performance of the **Services** that is in violation of the **Past Due** or otherwise in violation of the **Policy Conditions**.

## Art.5 Automatic Slide In

Cover is not linked to individual invoices, but to the total balance outstanding at any point in time up to the value of the respective **Top Up Credit Limit**. New invoices or invoices in excess of the **Top Up Credit Limit**, automatically slide into cover when earlier invoices are paid. This facility only applies if:

- a. **Your** outstanding invoices have been paid 60 days after **Due Date**; and
- b. there is no **Adverse Information** as referred to in Article 13.2 (with the exception of 13.2.c.); and
- c. a notification of imminent loss has not taken place or should have been provided to **Us**.

Each payment **You** or **We** receive before the **Date of Loss** will be fully deducted from the oldest unpaid invoice.

## Art.6 Insured Percentage

The insured percentage sets a maximum to the amount of **Our** indemnification **We** will pay and is determined by either **Your** insured **Loss** or the insured percentage of the **Top Up Credit Limit** on **Your Buyer**, whichever is lower. **You** are not allowed to insure the risk insured by **Us** elsewhere.

## Art.7 Losses Covered under the Policy

A **Loss** occurs when insured invoices remain unpaid as a result of **Insolvency** or **Protracted Default**.

### 7.1 Insolvency:

**Insolvency** occurs when a **Buyer**:

- a. is declared **Insolvent**; or
- b. requests suspension of payment; or
- c. negotiates an arrangement with creditors which is approved by a local court for the purpose of rescheduling debt, resettlement suspension of payment. This agreement should also be approved by **Us**.

### 7.2 Protracted default:

Where an insured invoice remains unpaid after the **Claims Waiting Period** specified for **Your Policy Conditions**.

## Art.8 Claims Examination and Indemnification

### 8.1 **Your Loss** is equal to the total amount of the insured invoices unpaid due to either **Insolvency** or **Protracted Default**, minus:

- a. the amount of the **First Credit Limit**; and
- b. the total value of the uninsured invoices as defined in Article 4.2; and
- c. the value of credits due to **You** from proceeds from sale of repossessed goods or other securities and guarantees; and
- d. any other form of payment of the debt, including settlements; and
- e. any applicable deductible, i.e. Aggregate First Loss, Each and Every First Loss.

The decision of a judge, receiver, administrator or equivalent persons is final in any determination of the contractual amount owing to **You**.

### 8.2 The indemnification is calculated by applying the insured percentage in **Your** Specific Conditions to the total amount defined in Article 8.1 and other **Policy Conditions**. If this amount exceeds the approved **Top Up Credit Limit**, the insured percentage will be applied to the **Top Up Credit Limit** amount to calculate the amount of the indemnity.

### 8.3 Any indemnification shall be fully allocated to the **Policy Period** in which the inception of the risk of the oldest unpaid invoice commenced.

### 8.4 Any credit received on a **Loss** by either **You** or the **Insurers**, prior to the **Date of Loss**, will be fully allocated to the oldest unpaid invoice.

### 8.5 Once the **First Credit Insurer's Loss** has been fully settled, any further recoveries received by **You**, the **First Credit Insurer** or **Us** will be allocated between **Us** and **You** using the **First Credit Insurer's** allocation rules. Once **Our Loss** has been settled any further recoveries will be allocated to **You**.

## **Art.9 Insurer's Maximum Liability**

### **9.1 Top Up Credit Limit**

The maximum claims payment for each claim is the insured percentage of the **Top Up Credit Limit**.

### **9.2 Policy Limit**

The maximum amount which **We** shall be liable to pay, per **Policy Period** for this policy, is limited to the amount set in the **Policy Conditions**.

### **9.3 You should ensure that the policy limit referred to in 9.2 is greater than the value of Your biggest Top Up Credit Limit by either reducing the value of Your Top Up Credit Limit or by asking Us to increase the policy limit.**



## C. Your obligations

### Art.10 Basis for Cover

Cover for a **Delivery** or **Service** is applicable only when a **First Credit Limit** from the **First Credit Insurer** is valid and **We** have issued a **Top Up Credit Limit**. All **Our Policy Conditions** need to be met. **You** must apply for a **Top Up Credit Limit** via **Our** web portal.

### Art.11 Premium and Costs

- 11.1** **We** will calculate **Your** annual estimated premium by multiplying the value of the **Top Up Credit Limit(s)** with the relevant **R.o.L.** as defined in the Specific Conditions. The obligation to pay the annual premium starts at the inception date of the **Policy Period**.
- 11.2** **We** will invoice the annual estimated premium to **You** according to the schedule in **Your** Specific Conditions. **You** must pay the premium including taxes, before the **Due Date** of the premium invoice, by direct debit or bank transfer.
- 11.3** At the end of the **Policy Period** **We** will prepare a reconciliation over the past **Policy Period**. The premium amount payable will be set on a monthly basis. **We** will multiply the value of each issued **Top Up Credit Limit** by the **R.o.L.** then divide this figure by 12 to create a monthly premium charge.
- When calculating the premium the following will apply:
- a. **You** request a new **Top Up Credit Limit** – the monthly calculation will be based on the effective date of the **Top Up Credit Limit**. A part of the month will be considered as a whole month;
  - b. **You** increase, reduce or cancel a **Top Up Credit Limit** – the monthly calculation will be based on the highest value within that month, unless **We** have decided otherwise. A part of the month will be considered as a whole month;
  - c. **We** reduce or withdraw a **Top Up Credit Limit** – **We** will calculate the premium on a daily basis for the days the **Top Up Credit Limit** was valid.
- 11.4** The minimum premium mentioned in the **Policy Conditions** is the minimum amount that will be charged to **You**, unless the calculated reconciliation amount is higher. **We** reserve the right to ask **You** to pay premium in advance.
- 11.5** On **Our** request, **You** must provide a detailed accounting breakdown of all of **Your** sales in respect of the insured invoices.
- 11.6** **We** reserve the right to offset any amounts **We** owe **You** with payments **You** owe to **Us** under this policy. **You** are not entitled to offset any amounts due to **You** under this policy.
- 11.7** Costs and fees relating to **Your** policy will be charged as mentioned in the **Policy Conditions**.

### Art.12 Risk Management

- 12.1** **You** need to exercise due care and diligence while taking all reasonable measures to prevent or minimize a **Loss**. As a minimum **You** must:
- a. establish and maintain **Your** sales terms and conditions to the standards required by **Us** and to be applicable to all **Sales Contracts** and follow all instructions provided by **Us**; and
  - b. send invoices in a timely manner, at the latest 14 days after a **Delivery** or performance of the **Services**; and
  - c. not agree to any request from **Your Buyer** for extension of payment, unless **We** have provided **Our** prior written consent; and
  - d. not make any amicable settlement, unless **We** have provided **Our** written consent; and

e. not make any **Deliveries** or continue to perform a **Service** when **Your Buyer** is insolvent.

**12.2** When an invoice is not paid on the **Due Date** **You** are obliged:

- a. to take all necessary measures to collect all the outstanding due invoices; and
- b. sending, as a minimum, a monthly reminder to **Your Buyer**.

## Art.13 Report Adverse Information

**13.1** **You** must notify **Us** immediately of any **Adverse Information**, that increases the threat of a **Loss**, immediately by creating a case in **Our** web portal. **You** must get **Our** agreement before taking any mitigating measures that help ensure that the imminent risk does not occur or is minimized. These include, but not limited to, measures to stop a **Delivery** or performance of the **Services**, to cease **Services** already started and to assert all **Your** rights, securities or privileges.

**13.2** **We** consider the following situations as **Adverse Information** which **You** must report when:

- a. **Your Buyer** has asked **You** for a longer **Payment Term** or postponement of payment;
- b. **You** have reason to believe that **Your Buyer** will not be able to comply with the **Sales Contract**;
- c. an invoice is not paid at **Past Due** date as described in the **Policy Conditions** (and without prejudice to the fact that the invoice concerned is not insured as a result of Article 2.1 sub c);
- d. any **Insolvency** situation occurs as described in Article 7.1;
- e. a **Buyer** has any of their assets seized or monies confiscated;
- f. **You** become aware of any sign of deterioration in the financial condition of **Your Buyer**;
- g. any adjustment of the **First Credit Limit** has been made;
- h. **You** have notified or should have notified the **First Credit Insurer** about any circumstance or event likely to cause a **Loss**.

## Art.14 Notification of an Imminent Loss

**14.1** **You** must notify **Us** of an imminent loss immediately by creating a collection case in **Our** web portal when:

- a. a. payment has not been received 90 days after the **Due Date** of the oldest unpaid invoice;
- b. **You** have submitted or should have submitted an imminent loss to the **First Credit Insurer**;
- c. **Your Buyer** enters into any **Insolvency** situation.

**14.2** If notification of an imminent loss is needed, please provide **Us** with all outstanding invoices and details of any partial payments, basis for cover and other relevant information. **You** will cooperate with **Us** in assessing the extent of the **Loss** and the recovery of the claim with **Your Buyer**.

## Art.15 Dispute

When a **Buyer** is disputing an invoice, **You** are still obliged to notify **Us** of the imminent loss and / or **Adverse Information** as in Articles 13 and 14 of the **Policy Conditions** and notify **Us** it concerns a dispute. **You** must settle the dispute at **Your** own costs either amicably or in court and keep **Us** informed. Any claim indemnification will be suspended whilst the dispute remains unresolved.

## Art.16 Sanctions

**16.1** For the insurance cover to be valid, to allow **Us** to assess the risk for **You** and other policyholders and to ensure that any risk of **Loss** is mitigated **You** must comply with all of the provisions in the **Policy Conditions**. This applies specifically to (but not limited to) the following events:

- a. provide **Us** with full and accurate information before the issue of the policy and during the **Policy Period**;
- b. pay in time the premium and relevant fees under this policy;
- c. inform **Us** if **Your** trade activities change from those stated in the **Policy Conditions**;
- d. report any **Adverse Information** as defined in Article 13;
- e. report an imminent loss as defined in Article 14;
- f. do not insure the risk insured by **Us** elsewhere.

Any failure to comply with these conditions and any other obligations under the **Policy Conditions**, entitles **Us** to refuse payment of claims indemnification.

**16.2** Should **You** make a fraudulent claim under this policy, **We**:

- a. shall not be liable to pay the claim; and
- b. may recover from **You** any sums paid by **Us** to **You** in respect of any claims; and
- c. will have the right to terminate the policy.

If **We** exercise **Our** rights, as mentioned in this article, **We** shall not be liable to **You** in respect of any **Loss** occurring after the time of the fraudulent act and can retain any premiums paid.

## D. Our commitments

### Art.17 Collection

- 17.1** Unpaid invoices may be collected by the **First Credit Insurer** or their agents. **You** must keep **Us** informed of any progress on the case.
- 17.2** If the **First Credit Insurer** is not starting a collection process, **We** will try to collect the unpaid invoices in the most appropriate manner. Any decisions taken by **Us** are binding.
- 17.3** If **We** take on the collection case, any collection costs incurred will be eligible for claim indemnification, provided the claim is covered.
- The collection costs **We** incur will be proportionally borne by **You** and **Us**, in line with each share in the **Loss**.
- 17.4** If **Your** invoice is disputed, the costs to resolve the dispute will be for **Your** own account.

### Art.18 Indemnification

- 18.1** Indemnification will be paid if all **Policy Conditions** are met:
- We** will pay any valid claim within 30 days from the date **We** receive a copy of the claim calculation from **Your First Credit Insurer**, proving **Your** claim has been indemnified; and
  - We** have received all relevant information for **Our** own claim assessment.
- 18.2** After the indemnification of the claim **We** shall be subrogated to all **Your** rights in respect of the principal amount, interest and securities belonging to this insured claim.

### Art.19 Top Up Credit Limit

- 19.1** When **You** request a **Top Up Credit Limit**, Mercury Information Services B.V. will perform an analysis of the risk and inform **You** of the decision. The **Top Up Credit Limit** is valid from the decision date, unless stated otherwise in the **Top Up Credit Limit** decision.
- 19.2** Mercury Information Services B.V. will charge **You**, on **Our** behalf, a fee for the **Top Up Credit Limit**. The applicable fees, excluding VAT, are mentioned in the **Policy Conditions**. **We** have the right to change the fee during the **Policy Period**.
- 19.3** A reduction or a withdrawal of a **Top Up Credit Limit** will be valid from the moment **You** receive or could have received the notification. In case a specific date in the future is mentioned in the **Top Up Credit Limit** decision, the reduction or withdrawal of the **Top Up Credit Limit** will be valid from that day.
- 19.4** When **We** issue a non-cancellable **Top Up Credit Limit**, the validity period is set out in the **Top Up Credit Limit** decision. However, cover will be invalid from the moment:
- Your Buyer** has not paid an invoice for more than 60 days after the **Due Date**; or
  - Your Buyer** has become insolvent; or
  - there is **Adverse Information** as stated in Article 13 and **You** had or could have had knowledge of the event.
- 19.5** The **Top Up Credit Limit** will follow any changes to the **First Credit Limit** issued by the **First Credit Insurer** irrespective of the reason for the adjustment. This means that the **Top Up Credit Limit** will:
- automatically be withdrawn when the **First Credit Limit** is withdrawn;
  - be reduced by the same percentage as the **First Credit Limit** is reduced.



- 19.6 **You** need to inform **Us** no later than 10 working days after the **First Credit Limit** is altered, in any way, by the **First Credit Insurer**. **You** must provide full details and explanation of the actions.
- 19.7 **We** can reduce or withdraw the **Top Up Credit Limit** at any time unless it is a non-cancellable **Top Up Credit Limit**.

## E. General information

### Art.20 Exchange Rates

All amounts stated in foreign currencies will be converted as follows:

- a. for **Top Up Credit Limit** amounts: the reference rate of the European Central Bank on the day the **Top Up Credit Limit** has been issued will be applicable;
- b. for invoices for the calculation of **Loss** and recoveries or realization of value of collateral after the **Date of Loss**: the calculation of the exchange rate as mentioned in the policy conditions of the **First Credit Insurer**.

### Art.21 Assignment of Rights

The right of indemnification under the policy may only be assigned to a third party with **Our** written consent. **You** remain obliged to comply with the **Policy Conditions**. The beneficiary shall not have more rights than **You** had as policyholder. In particular, **Our** rights to offset any unpaid premium and costs remains unaffected.

### Art.22 Termination of Policy

**22.1 We** reserve the right to terminate the policy from the moment **You** have:

- a. been become subject of any bankruptcy or **Insolvency** procedure under the law of **Your** country. However, this shall not apply if the nominated administrator wants to continue the policy on **Your** behalf;
- b. applied for a suspension of payment: at the date of the application of suspension of payment;
- c. conducted any fraudulent activities with regards to the **Policy Conditions**.

**22.2** The policy shall terminate automatically with immediate effect at the date **You** have been declared bankrupt.

**22.3** Termination for any reason whatsoever, does not affect **Our** other rights, such as collecting premiums and denying coverage.

### Art.23 Policy Duration and Renewal

**23.1** The policy start date and duration are as stated in the Specific Conditions.

**23.2 We** will send **You** a proposal of renewal terms or a notification of non-renewal at the latest 2 months before the expiry date of the policy.

**23.3** If **You** do not want to renew **Your** policy, **You** must inform **Us** at the latest 2 months before the end of the **Policy Period**.

### Art.24 Claims Notification Period

Any claim must be submitted at the latest 6 months from the **Date of Loss**. **You** must submit all information and documents that are required for assessment of the claim, at the latest 2 months from the date of **Our** request.

Failure to comply with the above requirements will result in forfeiture of **Your** right to indemnification.

## Art.25 Service of Suit and Jurisdiction

It is agreed that this Insurance shall be governed exclusively by the law and practice of the Netherlands and any disputes arising under, out of or in connection with this insurance, shall be exclusively subject to the jurisdiction of any competent court in Rotterdam, the Netherlands.

The Underwriters of Lloyd's, London hereby agree that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against it in connection with this insurance shall be properly served if addressed to it and delivered to its care of

Mercury Trade Credit Nederland B.V.

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The Netherlands

who in this instance, has authority to accept service on its behalf.

The Underwriters of Lloyd's, London by giving the above authority do not renounce their right to any special delays or periods of time to which it may be entitled for the service of any of such summonses, notices or processes by reason of its residence or domicile in the United Kingdom.

This service of suit and jurisdiction clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this policy and, to the extent required, shall apply to give effect to that process.

## Art.26 Binding Administration

**Our** administration is binding with respect to all rights and obligations arising from the insurance policy.

## Art.27 Amendments

The policy remains in effect even if **We** undergo changes, mergers or transfer **Our** portfolio to a third party.

## Art.28 Privacy Notice

**We** value **Our** relationship with **You**. Protecting the privacy of **Your** personal information is of great importance to **Us**. **We** want **You** to understand how and why **We** collect personal information about **You**, how **We** use it, **Your** rights regarding this information, the conditions under which **We** may disclose it to others and how **We** keep it secure.

What type of information do **We** collect about **You**?

The personal information **We** collect about **You** may include:

- a. name, address, phone number, email;
- b. gender;
- c. date and place of birth;
- d. banking information;
- e. credit history and credit score;
- f. claim /Policy Numbers.

How do **We** collect information about **You**?

**We** primarily collect personal information from **You** or **Your** representative through the policy application process. However, **We** may also collect information about **You** from credit reference agencies, anti-fraud databases, sanctions lists, relevant government agencies, and those who may be involved in a claim – claimants, witnesses, experts, adjustors, and others.

Why are **We** collecting **Your** personal information?

**We** may collect **Your** personal information for the following purposes:

- a. account setup, including background checks;
- b. evaluating risks to be covered;
- c. risk modelling and underwriting;
- d. customer service communications;
- e. payments to/from customers;
- f. managing insurance or reinsurance claims;
- g. defending or prosecuting legal claims;
- h. investigating or prosecuting fraud;
- i. complying with legal or regulatory obligations.

Where does **Your** information go?

**We** may need to transfer **Your** personal information to **Our** affiliates, agents or contractors, which are located inside and outside of the European Economic Area (EEA), and the United Kingdom. **We** will continue to protect any transferred personal information in keeping with all applicable privacy requirements. For more information, please contact the agent or broker who handled this insurance. **We** can provide a more detailed statement of **Our** privacy practices upon request.

How long do **We** keep **Your** information?

**We** will keep **Your** personal information only so long as is necessary to provide service to **You** under **Your** policy. Specifically, **We** will keep **Your** information for so long as a claim may be brought under the policy, or where **We** are required to keep **Your** personal information to satisfy legal or regulatory obligations.

#### **Your** rights

Under certain circumstances, **You** have the right:

- a. to receive a copy of the personal information **We** have collected from **You**;
- b. to receive further details of the use **We** make of **Your** information;
- c. to update or correct the personal information **We** hold about **You**;
- d. to require **Us** to delete any personal information **We** no longer have a lawful purpose to use;
- e. to restrict **Our** use of **Your** personal information;
- f. if **You** are not satisfied with **Our** use of **Your** personal information, to file a complaint with the appropriate supervisory authority.

There are specific conditions where **We** may need to restrict the rights described above, in order to safeguard the public interest (e.g. the prevention or detection of crime) or **Our** interests (e.g. to maintain legal privilege).





## Art.29 Complaints

Any complaint should be addressed in the first instance to:

Mercury Trade Credit Nederland B.V.

Prins Hendrikkade 184

1011 TD Amsterdam

The Netherlands

**Your** complaint will be acknowledged, in writing, within two weeks of the complaint being received. A decision on **Your** complaint will be provided to **You**, in writing, within six weeks of the complaint being received.

Should **You** remain dissatisfied with the final response or if **You** have not received a final response within six weeks after the complaint has been received by the insurer, **You** may be eligible to refer **Your** complaint to the Complaints Institute for Financial Services (Kifid) in the Netherlands.

The contact details are as follows:

Complaints Institute for Financial Services (Kifid) Postbus 93257

2509 AG The Hague

The Netherlands

Tel: +31 (0) 70 333 8 999

E-mail: [consumenten@kifid.nl](mailto:consumenten@kifid.nl) Website: [www.kifid.nl](http://www.kifid.nl)

If **You** have purchased **Your** contract online **You** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

The complaints handling arrangements above are without prejudice to **Your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **Your** contractual rights.