



Mercury Trade Credit Credit Insurance WTO General Conditions

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

General Terms and Conditions

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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;

Credit Limit(s): specify the maximum amount and the conditions on which **We** accept liability for each **Buyer** to which the policy applies. They are issued by Mercury Information Services B.V.;

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**;

Discretionary Credit Limit: **Credit Limits** on a **Buyer**, set by **You** within the terms of **Your** policy;

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

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;

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 Credit Limit** applications, any endorsements, **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.): We calculate **Your** premium based on a percentage of **Your Credit Limit** values;

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

Risk Declaration: a statement showing the total value of invoices that are covered under the policy. These values should be calculated excluding credit or bonus invoices and taxes;

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;

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

This insurance policy provides indemnification in the event of non-payment of insured invoices.

When the insured invoices remain unpaid due to Insolvency or **Protracted Default** of the **Buyer**, **We** will indemnify **You** on the basis of the **Policy Conditions**.

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 the Specific Conditions:

- a. where **You** hold a **Credit Limit** valid on the 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 **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. there is a legal **Sales Contract**; and
- b. it is not disputed by the **Buyer**; and
- c. **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 **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 amount of the respective **Credit Limit**. New invoices or invoices in excess of the **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 **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 in **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 total value of the uninsured invoices as defined in Article 4.2; and
- b. the value of credits due to **You** from proceeds from sale of repossessed goods or other securities and guarantees; and
- c. any other form of payment of the debt, including settlements; and
- d. 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 as mentioned in the specific conditions to the total amount defined in Article 8.1., possibly limited by other **Policy Conditions**. If the **Loss** exceeds the approved **Credit Limit**, the insured percentage will be applied to the **Credit Limit** amount.

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 **Us**, prior to the **Date of Loss**, will be fully allocated to the oldest unpaid invoice.

8.5 Any credit received on a **Loss** by either **You** or **Us** after the **Date of Loss** will be fully allocated to **Us** first until **We** cover **Our** share in the **Loss**. Any further credits will be allocated to **You**.

Art.9 Insurer's Maximum Liability

9.1 **Credit Limit**

The maximum claims payment for each claim is the insured percentage of the **Credit Limit** or the **Discretionary 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 **Credit Limit** by either reducing the value of **Your Credit Limit** or by asking **Us** to increase the policy limit.

C. Your obligations

Art.10 Basis for Cover

You must have a **Credit Limit** for every **Buyer** to which the **Policy Conditions** apply. **You** must apply for a **Credit Limit** via **Our** web portal.

Art.11 Premium and Costs

11.1 We will calculate the annual estimated premium using one of the following methods:

a. multiplying the annual insurable turnover by the premium rate. **You** must provide **Your Risk Declaration** within 30 days after the end of the **Policy Period**;

or

b. multiplying the value of the **Credit Limit(s) We** issued with the relevant **R.o.L.** as defined in the Specific Conditions.

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 of invoiced premium against premium due for actual insured turnover and calculate a final settlement for the **Policy Period**.

If a **R.o.L.** premium is applicable to the policy, the premium amount payable will be calculated on a monthly basis. To calculate the monthly actual premium **We** will multiply the value of each issued **Credit Limit** by the **R.o.L.** divided by 12 to create a monthly premium charge.

When calculating the premium the following will apply:

- a. **You** request a new **Credit Limit** – the monthly calculation will be based on the effective date of the **Credit Limit**. A part of the month will be considered as a whole month;
- b. **You** increase, reduce or cancel a **Credit Limit** – the monthly calculation will be based on the highest value within that month. A part of the month will be considered as a whole month;
- c. **We** reduce or withdraw a **Credit Limit** – **We** will calculate the premium on a daily basis for the days the **Credit Limit** was valid.

11.4 The minimum premium is set in the **Policy Conditions**, this is the amount **You** will be charged for **Your** premium, unless the calculated reconciliation amount is higher. **We** reserve the right to request premium payments 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. to send at least 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**, 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 minimised. 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**.

Art.14 Notification of an Imminent Loss

14.1 **You** must notify **Us** of an imminent loss 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. **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 **Your Risk Declaration** in time;
- b. provide **Us** with full and accurate information before the issue of the policy and during the **Policy Period**;
- c. pay in time the premium and relevant fees under this policy;
- d. inform **Us** if **Your** trade activities change from those stated in the **Policy Conditions**;
- e. report any **Adverse Information** as defined in Article 13;
- f. report an imminent loss as defined in Article 14;
- g. 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 After **Your** notification of imminent loss, **We** will try to collect the unpaid invoices in the most appropriate manner. Any decisions taken by **Us** are binding.
- 17.2 The collection costs **We** incur will be proportionally borne by **You** and **Us**, in line with each share in the **Loss**. **We** will not indemnify any collection costs **You** have incurred.
- 17.3 If **Your** invoice is disputed, the costs to resolve the dispute will be for **Your** own account.

Art.18 Indemnification

- 18.1 **We** will pay any valid claim within 30 days from the **Date of Loss**, provided **You** have sent **Us** all necessary information to assess **Your** claim and all **Policy Conditions** have been met.
- 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 Credit Limit

- 19.1 When **You** request a **Credit Limit**, Mercury Information Services B.V. will perform an analysis of the risk and inform **You** of the decision. The **Credit Limit** is valid from the decision date, unless stated otherwise in the **Credit Limit** decision.
- 19.2 Mercury Information Services B.V. will charge **You**, on **Our** behalf, a fee for the **Credit Limit** analysis. 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 **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 **Credit Limit** decision, the reduction or withdrawal of the **Credit Limit** will be valid from that day.
- 19.4 When **We** issue a non-cancellable **Credit Limit**, the validity period is set out in the **Credit Limit** decision. However, cover will be invalid from the moment:
 - a. **Your Buyer** has not paid an invoice for more than 60 days after the **Due Date**; or
 - b. **Your Buyer** has become insolvent; or
 - c. there is **Adverse Information** as stated in Article 13 and **You** had or could have had knowledge of the event.

E. General information

Art.20 Exchange Rates

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

- a. for **Credit Limit** amounts: the reference rate of the European Central Bank on the day the **Credit Limit** has been issued will be applicable;
- b. for invoices for the calculation of **Loss** and recoveries or realization of value of collateral the reference rate of the European Central Bank at the **Date of Loss** will be applicable.

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. 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.

Prins Hendrikkade 184

1011 TD Amsterdam

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 Website: 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.

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.