



6. Describe the products and/or services which are the subject of the Contract noting any unique or unusual features.
7.
  - a) Is the subject matter of the Contract standard or custom made?
  - b) How important is the Contract to the Buyer's country? (details by attachments if necessary). Give reasons.
  - c) How easily could an alternative Buyer be found?
  - d) Would subject matter need modification if sold to another Buyer and how extensive would such modification be?
8. If Contract is a Sales Contract:
  - i) Where does delivery and acceptance of the products by Buyer take place?
  - ii) Where and when does title pass to the Buyer?

Was Contract open to competitive bids or was the Applicant invited to tender?
9. Identify sales agent in Buyer's country if applicable:
10.
  - a) Who is responsible for obtaining all licence(s) or consent(s) necessary for the fulfilment of the contract from:  
  
The Buyer's country:  
  
The Applicant's country:
    - b) Are these now in force?
    - c) If not, when expected?
    - d) For what period are licence(s) valid?

- e) If not for full Contract period, why not:
11. a) Does Applicant have previous experience with:
- i) This Buyer?
- Or
- ii) This Country?
- b) Details of recent previous experience with:
- Month & Year:
- Buyer:
- Amount:
- Payment Record:
- c) Does the applicant have other exposures with the Buyers in the Host Country?
- If so, for what amounts?
- d) Are these other exposures Insured or otherwise Secured?  
If so, by whom, or how secured?
- e) Does the Applicant have any overdues on any exposures in the Host Country as of the date of this Application?
- If so, please give details of status:
12. Are any further Contracts being considered with:
- i) This Buyer
- or
- ii) This Country?
- Details:

13. Does the Contract or Sales Agreement contain the following clauses?

a) Termination Clause:

b) Arbitration Clause:

If yes, where is it to take place and under which laws?

c) Force Majeure Clause:

d) Conditions precedent to effectiveness of contract:

What are these?

14. i) Tender/Contract Value:

ii) *(Complete as applicable)*

Contract programme

(Estimated or Actual Date):

Signature:

Effective Date:

Design:

Manufacture:

Delivery:

Installation:

Civil Works:

Commissioning:

Maintenance:

Breakdown of Tender/Contract Value:  
*(amount %)*

Labour:

Materials:

Overheads:

On site costs:

Contingencies:

Total C.V.

15. Currency of Contract:
16. Has any external financing been obtained by the Buyer in connection with this contract? YES/NO
- If so, from who? (e.g. World Bank, AID, ECGD, general government revenues, etc).
17. Instrument of Payment (Letter of Credit, Promissory Note, C.A.D., etc). If by C.I.L.C., is it In any way qualified?
18. a) Were Government, Central Bank or Ministry of Finance guarantees available?
- Please specify:
- b) Were they sought?
- c) Were they obtained?
19. Terms of Payment – complete as relevant to Sales or Service Contract:
- Amount:
- Payment on Signature:
- Estimate value of monthly Certificates:
- On shipment:
- On arrival at port or site:
- On commissioning/erection:
- On issues of Practical Completion Certificate:
- On issue of Final Acceptance Certificate:
- Other:
- Amount:
- Other:
- Other:
20. Term of Policy requested: From: To:

N.B. If inception date of policy is required to be later than date on which the Contract became effective, the Limit of Liability requested in Question 21 below will apply only to costs and expenses incurred from the policy inception, unless the policy is backdated to the beginning of the Contract period.

21. Maximum Limit of Liability:

A. Contract Frustration (Sales Form) i) Preshipment ii) Postshipment

B. Contract Frustration (Services Form)

If A: i) Maximum estimated Net Loss based on costs and expenses incurred.  
ii) Maximum estimated Net Loss based on gross invoice value.

If B: i) Maximum estimated Net Loss based on costs and expenses incurred but not yet certified at date of termination (work-in-progress).  
ii) Maximum estimated Net Loss based on number of monthly certificates Outstanding and unpaid.

**SECTION B WRONGFUL CALLING OF GUARANTEE SECTION**

22. Wrongful Calling of Guarantee:

Questions 22 to 28 inclusive need only be completed when Wrongful Calling of Guarantee insurance is required – such insurance will cover any payment made under a Counter Indemnity given by the insured or its parent to the Bank.

Complete as appropriate:

	Bid	Advance Payment	Performance	Retention/ Maintenance
Percentage of Contract Value				
Value				
Date valid from				
	Bid	Advance Payment	Performance	Retention/ Maintenance
Date valid to				
Limit Requested				
Period Requested				

23. Name and Address of Local Bank providing guarantees (if any):

Status of Local Bank (Central, Nationalised, Private, etc):

24. Name and Address of Bank giving Counter-Guarantee to Local Bank:

25. Does the Guarantee(s) reduce as work is completed or deliveries are made? If so, please provide details:

26. a) Is the Buyer specifically required in the Contract to return the Guarantee for cancellation on expiry?
- b) Does the Guarantee(s) Have an expiry date? If yes, when?
27. Are you aware of any instances where the Buyer has:
- a) Called a Bank Guarantee?
- b) Demanded extension to the period of validity on threat of calling the Guarantee?
28. If insurance is requested for Bid Guarantees, please answer the following questions:
- a) i) Will you accept the general conditions of contract proposed in the call for tender?
- ii) Will your bid comply with the technical/ performance specifications and criteria specified in the call for tenders?
- If not, what alterations will you make or require?
- b) Does the call for tenders expressly forbid any alterations or qualifications to either the contract conditions or to the technical specifications?
- c) Do you have any reason to believe that any alteration to the call for the tenders is unacceptable to the Buyer?
- d) Is your tender complete, or does it leave part open for further negotiation?

If so, please give details

**SECTION C****CONTRACT EXPERIENCE**

29. a) Has Applicant been declined coverage on any part of this transaction by any other Insurer? YES/NO

b) If so, by whom and state Reasons?

30. Does the Applicant have any knowledge of any facts not readily available from the financial press which might give rise to a claim under the policy?

It is agreed that if such knowledge or information exists, any claim arising therefrom and which has not been notified to the Company may be excluded from the proposed policy.

Copies of the following documents, where applicable, are required by the underwriter prior to the issuance of any insurance on any policy becoming effective:

- a) the call for Tenders and Tender Documents
- b) the Contract or Sales Agreement (required even when only Wrongful Calling of Guarantee Insurance sought):
- c) the Guarantee(s), the Counter Guarantee(s) and the Counter-Indemnity to be given to the Buyer, the Local Bank and the Bank:
- d) estimated Cast Flow Forecast or similar chart:
- e) copy dept instructions, e.g. copy Letters of Credit, Promissory Notes and Bills of Exchange.

We require the most recent Annual Report of the Applicant.

Other material you may wish to provide an Applicant, Buyer or products is welcome.



**SECTION D**

**BRIEF INFORMATION ABOUT APPLICANT**

Founded:

Capital and Reserves last 3 years:

Turnover last 3 years:

Profit/Loss last 3 years:

Working Capital:

Net Worth (Equity):

Number of Employees:

Major Shareholders:

Auditors:

Website address if available:

Have audited accounts been  
Qualified in the last 5 years?

If so, for what reason?

*Applicants may alternatively supply their most recent audited statements.*

The company agrees to treat as confidential all matters pertaining to this application.

The applicant agrees not to disclose the existence of any policy which may be issued to any outside party without the prior consent of the company.

Signature of applicants:	Name of signatory
	Position in company
	Date

The above authorised officer of the applicant declared that, to the best of his knowledge, the statements set forth in this Application are true and no material information has been withheld.

Signing of this application does not bind the above to complete the insurance but it is agreed that this application shall be the basis of the insurance should a policy be issued and will be attached to and form part of the policy.

Please note that all indications given by underwriters are on a "Today's Rate" basis. Underwriters reserve the right to withdraw their indication or to revise the terms at any time whatsoever. Cover can only be bound when an order to bind cover is accepted by underwriters, after submission of all required information and documentation.