Classification: Internal

Chola MS Trade Credit Insurance policy- Tradeliner Commercial Contract



Chola MS Trade Credit Insurance policy— Tradeliner Commercial Contract UIN NO [IRDAN123CP0004V01202223]

CONTRACTING PARTIES

This Contract is made between:

• The insured: [NAME] [Address] [GST no]

Hereinafter "You"

• The insurer/Company: Cholamandalam MS General Insurance Co Ltd Dare House, 2nd Floor, New No. 2, NSC Bose Road, Chennai – 600 001

Hereinafter "We" or "Us"

BROKER

[NAME] [Address] [Broker Code]

Hereinafter the "Broker"

Classificat	ion: Internal
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	Registration Number: 123 CIN: U66030TN2001PLC047977 Toll Free Number: 1800 200 5544 SMS Chola to 56677 Mail id
:Custor	nercare@cholams.murugappa.com www.cholainsurance.com.



GENERAL TERMS

[CIT-W-RC1-IND1a-GT]

PURPOSE OF THIS CONTRACT

Subject to and in accordance with the provisions of this **Contract**, We undertake to cover You for the risk of **Non-Payment** of your **Debts** arising from **Deliveries** You make during the *contract period* (risk attaching principle) and to indemnify You up to the *insured percentage* of the **Net Debt**.

STRUCTURE OF THIS CONTRACT

This Contract consists of the following documents:

- these General Terms CIT-W-RC1-IND1a,
- the Special Terms, including any additional document if any, and
- the Proposal form submitted by You.

In case of inconsistency between the Special Terms and any other parts of this **Contract**, the Special Terms (including any *additional document* if any) shall prevail.

The terms in **bold** characters are defined in article 15 of the General Terms or in the body of the **Contract**.

The terms in *italics* are specified in the Special Terms.

All references in this **Contract** to "day(s)" refer to "calendar day(s)" unless expressly provided otherwise.



1 - COVER

1.1 SCOPE OF COVER

1.1.1 INSURABLE DEBTS

Our cover shall apply to **Debts**:

- i) arising in the course of your covered business activity,
- ii) on a **Buyer** located in a covered country.
- iii) arising from **Deliveries** made during the *contract period*,
- iv) payable within the maximum credit period and
- v) for which the invoice is sent to the **Buyer** within the *maximum invoicing period*.

1.1.2 INSURABLE CAUSES OF LOSS

Our cover shall apply to any **Non-Payment** arising directly and exclusively from:

- i) your Buyer's Insolvency, or
- ii) your Buyer's Protracted Default.

1.2 EXCLUSION OF COVER

1.2.1 EXCLUDED DEBTS

- a) Our cover shall not apply to **Debts** due by a **Buyer** who is i) a **Private Individual**, ii) an **Associated Company**, iii) a **Public Buyer**, or iv) already subject to **Insolvency** on the date of **Delivery**.
- b) Our cover shall not apply to **Debts**:
- i) payable before **Delivery**,
- ii) payable by irrevocable letter of credit confirmed by a bank registered in your country,
- iii) resulting from sales of goods made on approval or on consignment, or of goods in bonded warehouse or exhibited at a trade fair,
- iv) resulting from Cash Against Documents Sales,
- v) which are not required to be notified to Us pursuant to article 3.1.1.a) below,
- vi) which are at the date indemnification is triggered by Us in excess of the Credit Decision,
- vii) where You have not complied with any express condition which may be attached to the **Credit Decision**.
- viii) where a failure, by You or anyone acting on your behalf, to fulfill your obligations under the **Sales Contract** occurred, or
- ix) sustained on interest for late payment or any penalties or damages.
- c) Our cover shall not apply to **Debts** arising from **Deliveries**:
- i) made after a Refusal or a Cancellation,
- ii) made to a **Buyer in Default**,
- iii) made to a Buyer for whom You have or should have notified Us Adverse Information, or
- iv) made in violation of any applicable laws or regulations.
- d) Our cover shall not apply to **Debts** which are subject to a **Dispute**; in such a case, our cover shall be suspended until the **Dispute** is resolved in your favour by arbitration or by a final court decision, binding on both parties and enforceable in the **Buyer**'s country.
- e) Our cover shall not apply to any exchange rate losses.

1.2.2 EXCLUDED CAUSES OF LOSS

Our cover shall not apply to any **Non-Payment** arising directly or indirectly from any of the following events:

- i) any Political Event,
- ii) any Natural Disaster,

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iii) a nuclear explosion or contamination,	

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- iv) a war, whether declared or not, between two or more of the following countries: France, the People's Republic of China, the Federation of Russia, the United Kingdom, the United States of America, or
- v) for your domestic transactions: any legislative or administrative measure in your country that prevents the performance of the **Sales Contract** or the payment of the **Debt**.

1.3 COMMENCEMENT AND TERMINATION OF COVER

Our cover shall start upon **Delivery**, provided that a **Positive Credit Decision** with respect to the **Buyer** is in force on the date of **Delivery**.

Our cover shall terminate immediately and automatically when cleared funds are duly credited by the **Buyer** to your account.

2 - RISK MANAGEMENT

2.1 DILIGENCE AND PREVENTION

You shall exercise due care in granting credit to your **Buyers**, with regard to both the amount and the period of credit, and shall manage all business which is covered under this **Contract** with at least the same diligence and prudence as You would reasonably be expected to exercise were You not insured. You shall also use all reasonable endeavours to preserve your rights against both your **Buyers** and any third parties.

2.2 MANAGEMENT OF THE CREDIT PERIOD

The initial credit period You grant to your **Buyers** shall not exceed the *maximum credit period*.

You may grant one or more extension periods, provided that the total duration of the credit period does not exceed the *maximum credit period*.

You shall obtain our agreement before You extend the credit period:

- i) if the extended credit period falls outside the maximum credit period,
- ii) for a **Buyer in Default**, or
- iii) for a **Buyer** in respect of whom We notified a **Cancellation**.

2.3 NOTIFICATION OF ADVERSE INFORMATION

You shall notify Us as soon as and in any case no later than 10 days after You become aware of any **Adverse information** concerning a **Buyer**.

2.4 CREDIT DECISIONS

a) Your requests for Credit Decisions

Your request to obtain from Us a **Credit Decision** shall be made through our *online system or the agreed form* pursuant to the Special Terms.

You may at any time through our *online system or the agreed form* request a modification (such as a reduction, withdrawal, or increase) of the **Credit Decision** previously set by Us.

When applying for an initial or revised **Credit Decision**, You shall notify Us of any **Overdue Account** exceeding 60 days from the **Due Date**.



b) Role of the Information Service Provider

Upon your request for a **Credit Decision** with respect to a **Buyer**, the **Buyer**'s creditworthiness shall be assessed and monitored by the *Information Service Provider*, such assessment being a piece of information on which we base our **Credit Decision**.

c) Notification and duration of our Credit Decision

Upon your request for a **Credit Decision**, We shall notify You of either a **Positive Credit Decision** or a **Refusal**.

Our **Credit Decisions** shall take effect as follows:

- in case of a new Positive Credit Decision other than a Reduction (including the case of a Positive Credit Decision which increases the amount of a previous Positive Credit Decision), such new Positive Credit Decision shall take retroactive effect 60 days before its notice, provided that at the date of your request You have no Overdue Account exceeding 60 days from the Due Date or Adverse information. Such new Positive Credit decision shall replace any Credit decision in force during the retroactive period and may not be accumulated with any prior Credit Decision. In case of retroactive Credit Decision, You shall make sure that You include in your activity declaration Debts arising during the retroactive period pursuant to article 6.1 below. If the conditions for retroactivity are not met, the Positive Credit Decision shall take effect at the date of your request.
- in case of **Reduction**, **Refusal** or **Cancellation**, such **Credit Decision** shall take effect on the date of notice. In that case:
- o **Deliveries** made to a **Buyer** after notice of **Reduction** shall only be covered to the extent that the **Outstanding** does not exceed, the value of the new **Credit Decision**.
- o Deliveries made to a Buyer after notice of Refusal or Cancellation shall not be covered.

We may at any time revise our **Credit Decision** in respect of a **Buyer** and notify You of a **Reduction**, a **Cancellation** or any new condition or restriction applicable to our **Credit Decision** it being agreed that any **Debt** validly covered before such new **Credit Decision** remains covered.

d) Conditions attached to our Credit Decisions

Our **Credit Decisions** may provide that their validity is subject to specific conditions. If a **Credit Decision** is subject to your obtaining a **Security**, this **Security** must be valid and enforceable at all times.

2.5 UNCOVERED AMOUNT

You shall keep for your own account any portion of the **Debt** excluded from cover under article 1.2 above or for which no indemnification is due by Us pursuant to article 3.2.1 below. Such portion may only be insured or covered separately by a third party, with our prior written consent.

3 - INDEMNIFICATION

3.1 NOTIFICATION OF OVERDUE ACCOUNT AND EVIDENCE OF DEBT

3.1.1 NOTIFICATION OF OVERDUE ACCOUNT

- a) You shall notify Us through our *online system or the agreed form* and within the *time limit for notification*, any **Overdue Account** which remains due at the date of your notification, if it exceeds the *notification threshold*.
 - b) In case of Overdue Account, You shall take all measures as may be considered necessary to
 prevent or minimise the consequences of the claim. You shall pursue diligently and in good
 time any

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c) rights You may have over the **Debt**, including rights to recover goods or to protect your or our rights or to secure the payment of the **Debt**.

3.1.2 EVIDENCE OF DEBT

Upon our request and within the *waiting period*, You shall send Us all written evidence of the **Debt**, of any **Security** obtained and if applicable of the **Insolvency** of the **Buyer**.

3.2 INDEMNIFICATION

Indemnity in respect of a **Buyer** can result in indemnification of a **Debt** and/or indemnification of **Collection Expenses**.

3.2.1 DEBT INDEMNIFICATION

a) Indemnification level - Net Debt

Subject to a *deductible* as specified in the Special Terms, We shall pay the *insured percentage* of the **Net Debt** or of the **Positive Credit Decision** if the **Net Debt** exceeds the **Positive Credit Decision**.

The **Net Debt** shall correspond to the balance of the following loss account:

on the debit side:

- the value of the invoices, covered under this **Contract**, including, as appropriate:
- o the VAT/GST, if this tax is covered under this Contract as specified in the Special Terms
- o any interest payable up to the **Due Date** (excluding interest that accrues thereafter),
- o the packing, transport and insurance costs and any taxes owed by the Buyer.

on the credit side:

- the value of any Recoveries received by You or by Us up to the date of calculation of the Net Debt.
- b) Date of payment

Provided that You have complied with all the terms of the **Contract**, We shall indemnify You within 30 days of (i) the receipt by Us of all the documents specified in article 3.1.2 above in case of **Insolvency** of the **Buyer** or (ii) - the expiration of the *waiting period*, in all other cases.

3.2.2 INDEMNIFICATION OF COLLECTION EXPENSES

Unless stated otherwise in the Special Terms, in addition to indemnification of the **Net Debt**, We shall also indemnify the **Collection Expenses** (VAT/GST excluded) in accordance with the following provisions.

a) Indemnification level

Subject to a *deductible* as specified in the Special Terms, We shall pay You the covered **Collection Expenses** up to the insured percentage applicable to the concerned **Debts**.

The covered **Collection Expenses** shall correspond to the **Collection Expenses** up to the cover ratio defined below.

The cover ratio is the ratio where:

- the numerator is the lowest of the Net Debt or the Credit Decision
- the denominator is the amount of the **Debt**.

The cover ratio shall be calculated when indemnification is triggered. When the **Debt** is fully paid before indemnification, the cover ratio shall be equal to 1.

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- b) Date of payment
- (i) **Collection Expenses** incurred before indemnification of the **Net Debt** shall be indemnified along with the indemnification of the **Net Debt**.
- (ii) **Collection Expenses** incurred after indemnification of the **Net Debt** shall be indemnified within [30] days from our receipt of a copy of the relevant **Collection Expenses**' invoices.

3.2.3 MAXIMUM LIABILITY

The total amount of indemnity paid by Us with respect to the **Debts** and/or the **Collection Expenses** resulting from **Deliveries** made during a single *insurance period* shall not exceed the *maximum liability*.

3.3 SUBROGATION

Upon payment of an indemnity, We shall become subrogated in all your rights and actions in relation to the principal and the interests of the covered **Debt** and to the **Security** attached to it. You shall give Us any documents or titles We may require to exercise this subrogation effectively and shall make any assignments or transfers required in our favour.

The subrogation shall not relieve You of your obligation to take such measures as may be deemed necessary to recover the **Debt** and to comply with our instructions.

3.4 REIMBURSEMENT OF INDEMNITY

We may require an indemnity to be returned to Us if it subsequently appears that such indemnity should not have been paid under the provisions of this **Contract** or if, in the case of **Insolvency** of the **Buyer**, the **Debt** is not admitted to rank.

3.5 EMBARGOES

Our cover may not apply and we will incur no liability to pay any claim insofar that the provision of such cover and/or payment of such claim would cause us or any member of our group to be exposed to any sanction or penalty (including extra territorial sanctions) originating out of or related to United Nation's resolutions or trade or economic sanctions, laws or regulations of the European union or of any State, whether these sanctions existed at the inception of the **Contract** or were implemented during the *contract period*.

4 - COLLECTION

- **4.1** After a **Notification of Overdue Account**, You shall place with Us the **Debts** covered by Us whether in full or in part for amicable and, if applicable, legal collection. Unless You have our prior written consent, You shall not take over the collection of the **Debts** or instruct any debt collection provider other than the *Debt Collection Agency* to collect the **Debts**.
- **4.2** You shall cooperate and provide assistance as required to enable Us to take care of the receivable management activities including cooperating with Us with respect to the appointment of the *Debt Collection Agency* in accordance with Article 6.3.2 of the Special Terms. In particular, You shall provide upon the request and within the prescribed time limit, all written evidence of the **Debts** and of the **Securities** if any, as well as any information, document or title required by Us.
- **4.3** You hereby authorise Us to represent You with full powers for the purpose of receivable management activities related to the **Debts** and the appointment of the *Debt Collection Agency* in accordance with Article 6.3.2 of the Special Terms, and, You hereby grant Us to this effect an irrevocable and exclusive mandate to:
- instruct about the collections actions to be taken for the recovery of the **Debts** as soon as the **Notification of Overdue Account** is made;

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- manage all invoices and other documents or information relating to the **Debts**, including information concerning **Recoveries** received by You;
- receive reporting items on the collection actions;
- accept any debt settlement agreement with the **Buyer**, including but not limited to any payment plan, debt reduction or assignment of payment right to a third party;
- decide whether or not to pursue legal proceedings and instruct accordingly the *Debt Collection Agency*.

5 - RECOVERIES

5.1 NOTIFICATION OF RECOVERIES

After the **Notification of Overdue Account**, You shall inform Us through our *online system or the agreed form* within the *recovery notification period* of any **Recoveries** received by You.

5.2 ALLOCATION OF RECOVERIES

Recoveries received before indemnification is triggered by Us are for your account and shall reduce the **Debt**. Such **Recoveries** shall be allocated in chronological order of the relevant **Due Dates**, any different allocation provided by third parties will not be binding on Us.

Recoveries received after indemnification is triggered by Us are for our account up to the amount of the indemnity paid with respect to the **Debt**, and the balance will be for your account up to the amount of the **Debt**.

Should the total amount of **Recoveries** received before or after indemnification is triggered by Us exceed the total amount of the **Debt**, the excess shall be allocated between You and Us to set off the **Collection Expenses** incurred respectively by You and Us.

The trigger date of the indemnification shall be set forth in our statement of indemnification sent to You.

6 - ACTIVITY DECLARATION, PREMIUM AND FEES

6.1 ACTIVITY DECLARATION BASED ON TURNOVER

Your activity declaration requires You to declare Us the **Turnover** of each *reporting period*, through our *online system or the agreed form* within the *declaration period*.

In case of non-renewal of this **Contract**, You remain obligated to declare Us your **Turnover** relating to the last *reporting period*.

6.2 PREMIUM

The premium shall be calculated by applying the *premium rate* to the amount of **Turnover**, subject to the *minimum premium*. You shall pay Us the premium amount as it falls due pursuant to the Special Terms.

6.3 FEES

6.3.1 SERVICE FEES

You shall pay Us the fees due for information services and the fees for collection activities pursuant to the Special Terms.

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6.3.2 MANAGEMENT FEE DUE TO US

You shall pay Us pursuant to the Special Terms a management fee for each **Notification of Overdue Account**.

6.4 TAXES AND DUTIES

All amounts specified in this **Contract** in respect of premium and fees are exclusive of taxes and duties.

6.5 SET-OFF

You shall not be entitled to apply any set-off against any payments You may consider We owe You, even if We recognise that We shall indemnify You with respect to a **Debt**.

7 - DURATION

7.1 DURATION

This **Contract** shall be in force from the *inception date* and remain in force for the *first insurance* period. This **Contract** shall then be renewed based on a common agreement for further *insurance* periods unless either party notifies the other of his decision not to renew this **Contract** by registered letter or by-email at least 90 days prior to the end of the *insurance* period.

7.2 DEPOSIT OBLIGATION

Our obligations under this **Contract** shall be subject to the receipt by Us on the *inception date* of the *deposit* if applicable.

7.3 EARLY TERMINATION

We reserve the right to notify you of the termination of this **Contract** at any time by registered letter or by e-mail if You are subject to **Insolvency** or You cease your business activity.

If We exercise our right to terminate the **Contract**, it shall terminate on the date of the relevant event and the premium shall be due on a pro-rata basis according to the effective duration of the **Contract**.

8 - CURRENCY

If invoices are issued in a currency other than the *currency of the contract*, they shall be converted into the *currency of the contract*, as follows:

a) for calculating the **Net Debt**:

at the *exchange rate* in force on the last working day of the month that the relevant invoices were issued with any payments received in respect of these invoices being converted at the same rate.

b) for the **Recoveries** received after indemnification:

at the actual rate when You or We collected such amounts or failing such rate, the *exchange rate* on the value date mentioned on the bank credit note.

c) for the activity declaration referred to in article 6.1 above:

at the exchange rate in force on the last working day of the month that the relevant invoices were issued.



9 - COMMUNICATION

9.1 Except where expressly provided otherwise in this **Contract**, any notice, notification and more generally any communication made under or in relation to the **Contract** shall be validly made at the addresses set out in the Special Terms (i) by facsimile, (ii) by recorded delivery post with advice of receipt, (iii) by express courier delivery service via an internationally known courier company, (iv) by electronic messaging (e-mail) or through our *online system or the agreed form*, (v) by sending the document via a file transfer platform; or to any other persons, addresses, fax numbers or e-mail addresses notified subsequently in accordance with this article.

You shall inform Us of any change to the addresses set out in the Special Terms.

- **9.2** You acknowledge that any exchanges having taken place in electronic format have the same legal value as hard copy documents.
- **9.3** Communications shall take effect upon receipt and shall be deemed to have been received (i) in the case of sending by facsimile, on the date shown on the transmission report, (ii) in the case of notification by recorded delivery post with advice of receipt, on the date of first presentation, (iii) in the case of delivery by express courier service, at the time of receipt, (iv) in the case of sending by electronic message or through our *online system or the agreed form*, at the time the message is transmitted to the intended recipient's server and thus is capable of being read by the addressee, (v) in the case of sending via a document transfer platform, as soon as You are notified by e-mail that there is a document on the platform for uploading.

10 - PERSONAL DATA PROTECTION

For the purpose of this article "Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

We are concerned to apply the protective rules related to Personal Data for the benefit of the Data Subject, whose Personal Data You have communicated to Us, as provided for in applicable laws and regulations on Personal Data including foreign laws and regulations granting rights to Data Subjects.

In view of the above, You are informed of the following protection rules regarding Personal Data You provide Us for the establishment and the management of this **Contract**.

- 1. Personal Data provided by You under the **Contract** may be used for regulatory purposes, for the management of the **Contract**, as well as for legitimate interests. Except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data, the processing of Personal Data will be done only when it is necessary for the purposes of a legitimate interests:
- for the performance of the Contract,
- for compliance with a legal obligation.

For the purposes set forth above and for the needs of the credit assessment, credit management, credit insurance, reinsurance, information, debt collection, bonding, factoring and financing activities and businesses, as well as for the purposes of any new business or activity developed by Us, Personal Data provided by You under this **Contract** may be processed and used by and transferred to our reinsurers, their subsidiaries and other members their groups or to their partners, brokers and third party services providers providing services such as IT and infrastructure, customer service, e-mail delivery, auditing and other services, to third party experts and advisers including legal counsels, tax advisers or auditors or to any other persons as expressly agreed with You or as required or permitted by the applicable law.



The Personal Data will be stored for as long as needed or permitted in light of the purposes for which it was collected and, in any case, for no longer than until the expiry of the statute of limitations for legal proceedings relating to the **Contract**, extended to the duration of any ongoing litigation proceeding, or for the length of time set forth by any legal obligation to which We or the reinsurers are subject. The Personal Data of other persons, including Personal Data of debtors, will be processed on the legal basis referred to in the 1st paragraph of this clause 1 and will be stored for the same retention periods as set forth above

2. The Data Subject is entitled, under the conditions provided for by the law and by any specific law or regulation, to request to review, correct, update, modify, suppress, restrict or delete any Personal Data previously provided, or to request to receive an electronic copy of its Personal Data in order to transmit it to another company to the extent its right to data portability is provided by applicable law.

The Data Subject can exercise all these rights by contacting Us at the following email address: [•] or at the following address [•]:

We will respond to its request in accordance with the applicable law.

In the event of any irregularities, all persons whose Personal Data will be processed pursuant to this Article will have the right to file a complaint with the Grievance Officer: [•] who handles complaints lodged by a Data Subject, or by a body, organization or association which represents the Data Subject, and investigates, to the extent appropriate, the subject matter of the complaint and informs the complainant of the progress and the outcome of the investigation within a reasonable period, in particular if further investigation or coordination with another supervisory authority is necessary.

The Controller of Personal Data processed for all the above mentioned purposes is [•].

3. We and our reinsurers may use Personal Data provided by You for marketing purposes or for promotion purposes, for example to inform You of new products or of any change in existing products. The Personal Data will not be sold to any third party for marketing campaigns without the Data Subject prior consent. The Personal Data will be processed for marketing purposes based on the consent of the Data Subject until it is revoked. When you provided us Personal Data, You got, when required by law, the consent of the Data Subject which is voluntary and may be revoked at any time. In addition, the Data Subject shall have the right to object to the use of its Personal Data for these reasons at any time by contacting the service referred to in paragraph above upon which We will immediately cease and desist from any further use of that Personal Data for such purpose.

You can be contacted by telephone and/or by e-mail for marketing of products and services purposes.

By authorizing to be contacted by telephone and/or by e-mail, Your Personal contact Data (i.e. name, first name, gender, postal address, e-Mail address, telephone numbers landline and mobile) will be processed for marketing purposes, which are reasonable business interests as described in the 1st paragraph of the clause 1 above.

4. You shall provide Data subjects with the information referred to in clauses 1, 2 and 3 above.

11 - ASSIGNMENT

You may not assign your rights to indemnification and/or the **Debts** to a third party without our prior written consent, such consent being materialised through the execution of an endorsement to this **Contract** to this effect.

12 - INFORMATION AND CONTROL

12.1 ADVISING US OF CHANGES

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This **Contract** has been made on the basis of the information submitted by You in the Proposal form. You shall inform Us within 10 days of any substantial change in the information given in the Proposal form, particularly in the nature or the scope of your activities or in your legal status.

12.2 RIGHT OF DISCOVERY

You undertake to allow Us to exercise the right of discovery, and particularly You shall provide Us with any documents and/or certified copies relating to your **Sales Contracts** and shall allow Us to make any check, including verifying whether You have fulfilled your obligations and made your declarations in a complete, exact and truthful manner.

13 - BREACH OF OBLIGATIONS

13.1 LACK OF COMPLETE ACTIVITY DECLARATION

In case of lack of declaration, incomplete declaration or late declaration of your **Turnover**, We may forfeit cover for the **Debts** not declared in due time, but You shall still pay Us the premium on the basis of the **Turnover** taking into account the **Debts** not declared or declared late. We also reserve the right to terminate the **Contract**.

13.2 NON-PAYMENT OF PREMIUM

In case of non-payment of the premium, in whole or in part, within the prescribed time, we will incur no liability for and cover shall be forfeited for all Debts resulting from **Deliveries** made during the period in relation to which the premium was not paid.

13.3 FALSE OR INCOMPLETE STATEMENTS

We have the right to terminate the **Contract**, refuse to pay any indemnification and require any indemnities to be returned to Us:

- if any statement You made to Us was false or incomplete (especially when You applied for this **Contract**, when You made a request for a **Credit Decision** or when a cause of loss occurred), or
- if You do not comply with your obligations pursuant to article 12.2 above.

13.4 OTHER FAILURES

Any other failure to fulfil your obligations under the **Contract**, including article 3.1.2 above, shall forfeit your right to cover for the **Debts** concerned and if indemnification has already been paid for this **Debt**, You shall reimburse Us for such payment.

13.5 CONSEQUENCES OF FORFEITURE OF COVER OR TERMINATION OF THIS CONTRACT

In case of forfeiture of the cover or termination of this **Contract** for non-observance of the terms of the **Contract**, no return of premium shall be made by Us and all premium payable shall become immediately due.

14 - CONFIDENTIALITY

You shall keep confidential and not disclose to any third party including your **Buyers** the **Credit Decisions** (including any conditions attached to them), except with our prior written consent.



15 - DEFINITIONS

Adverse Information: any event You may become aware of and which could indicate that the Buyer may not be able to pay the Debt, such as but not limited to Insolvency of the Buyer or of an Associated Company of the Buyer, cashflow difficulties or deterioration of the reputation of the Buyer, substantial change or termination of your exclusive or long-lasting business relationship with the **Buyer**, legal action against the **Buyer**.

Associated Company: any company which (i) is controlled directly or indirectly by You, or (ii) controls directly or indirectly You, or (iii) is controlled directly or indirectly by the same company as controls You, where "control" means significant influence by participation in the management, administration or capital.

Buyer: a legal entity which is legally responsible for paying a Debt due to You under a Sales Contract.

Buyer in Default: a Buyer for whom You have or should have sent Us a Notification of Overdue Account.

Cancellation: Credit Decision whereby We cancel a Positive Credit Decision previously granted in respect of a **Buyer**.

Cash Against Documents Sales: sales where the applicable terms of payment provide that You shall keep title to and control over the goods until full payment has been made to the third party responsible for handing the documents of title over to the **Buyer**.

Collection Expenses: any justified and documented expenses incurred by You in accordance with this **Contract** in order to avoid or mitigate the loss and secure the payment of the **Debts** covered by Us, including expenses related to pre-legal and legal collection of the covered **Debts** and actions related to the realisation of Securities. Any expenses incurred by You in connection with the settlement of any **Dispute** shall not be regarded as **Collection Expenses**.

Contract: the credit-insurance contract concluded between the legal entities identified herein as Contracting Parties and which includes these General Terms, the Special Terms, the Proposal form and any additional document listed in the Special Terms.

Credit Decision: decision which is set pursuant to the Special Terms and determines the maximum covered amount of your **Outstanding** in respect of a given **Buyer**, if any.

Credit Limit: type of Credit Decision set by Us, as per article 2.1. of the Special Terms.

Debt: amount of one or more invoices owed by the Buyer under a Sales Contract and which falls within the scope of our cover as defined in article 1.1.1 above.

Delivery: occurs:

- for domestic sales of goods: when the goods are handed over or made available to the **Buyer**, or anyone acting on his behalf, at the place and pursuant to the terms specified in the Sales Contract. If it has been agreed between You and Your Buyer that the goods must be made available to the Buyer, the Sales Contract shall specify it expressly in writing.
- for export sales of goods: when the goods are handed over to a third party generally a carrier to take them to the place of delivery specified in the Sales Contract or, by absence of such a third party, when goods are handed over to the Buyer, or anyone acting on his behalf, at the place and pursuant to the terms specified in the **Sales Contract**.
- for performance of services: on the date of performance of the services for which payment is due pursuant to the Sales Contract.

Dispute: any disagreement regarding the amount of the Debt or the validity or enforceability of your rights, including any disagreement about setting off sums You may owe your Buyer involving setting off sums your Buyer claims You owe him under a Sales Contract or any other contractual arrangements between You and your Buyer.

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Due date: the initial date when the Buyer must pay for his Debt according to the Sales Contract.

Insolvency: means the admission of an application for initiating corporate insolvency resolution process against a Buyer under the provisions of the (Indian) Insolvency and Bankruptcy Code, 2016 (as may be amended from time to time) or any equivalent process of law in the jurisdiction in which the Buyer is located through which the Buyer's assets are made subject to the control or supervision of a court, or a person or body so appointed by the court or by the operation of law, for the purpose of restructuring, reorganising, or liquidation of the Buyer or the rescheduling, restructuring, settlement or suspension of the payment of the Buyer's debts.

Natural Disaster: an environmental event such as but not limited to a volcanic eruption, earthquake, tidal wave, typhoon or flood.

Net Debt: the amount of loss calculated pursuant to article 3.2.1 above which may be indemnified according to the terms and conditions of this Contract.

Non-Payment: non-payment of the Debt by the Buyer on the date, in the currency and in the place specified in the Sales Contract.

Notification of Overdue Account: notification of the Overdue Account pursuant to article 3.1.1 above.

Outstanding: the total amount - including VAT/GST if applicable - calculated at any time, which is due or to be due by a Buyer to the extent that such amount falls within the scope of cover defined in article 1.1.1 above and is not excluded from cover pursuant to articles 1.2.1a),b)i),ii), iii), iv),c)i) and 3.5 above.

Overdue Account: the amount of the **Debt** remaining unpaid.

Personal Data: means data which relate to a natural person (the "Data subject") who is or can be identified from the data or from a conjunction of data into our possession (e.g. name, ID card number, etc.).

Political Event: any of the following events which occurs in case of export transactions:

- a war, declared or not involving the Buyer's country,
- a riot, civil war, rebellion, act of terrorism, revolution or any similar event in the **Buyer**'s country,
- any legislative or administrative measure in your country that prevents the export,
- any governmental measure preventing the import, the transfer of the funds or exempting the Buyer from the payment, or
- any currency devaluation.

Positive Credit Decision: Credit Decision which is not a Refusal or a Cancellation including Credit **Decision** We grant partially compared to the requested amount.

Private Individual: a person who buys goods or services for a purpose other than the purpose of his professional activity.

Protracted Default: failure of the Buyer to fully pay the Debt at the expiration of the waiting period, provided that such failure is not due to Insolvency, a Political Event or a Natural Disaster.

Public Buyer: Buyer which is a (i) central or a state government authority, (ii) a regional or local authority, or (iii) a department or agency thereof.

Recoveries: any amounts received, whether before or after indemnification, from the Buyer or a third party in relation to the **Debts** having arisen before the **Insolvency** of the **Buyer**, including:

- any interest You or We receive on late payment
- any Security You or We realise,
- VAT/GST (including credit or refund received from the fiscal authorities when the **Debt** was covered VAT/GST included)
- any credit note that You raise,

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- any value arising from the exercise of any set-off,
- any proceeds of goods You have, or could have, recovered or kept.

Reduction: Credit Decision whereby We reduce the amount set in a previous Credit decision.

Refusal: **Credit Decision** whereby We refuse cover in respect of a **Buyer**.

Sales Contract: any agreement in any form which is legally binding upon You and your **Buyer** and which is for the sale of goods or the provisions of services against payment of a price.

Security: any mortgage, charge, pledge, lien, personal guarantee or other encumbrance securing any obligation of a **Buyer**.

Turnover: the total amount - including VAT/GST if applicable - of all the **Debts** less the **Debts** excluded from cover pursuant to articles 1.2.1a),b)i),ii),iii),iiv),c)i) and 3.5 above.



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[CIT-W-RC1-IND1A-ST]

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The following additional documents are an integral part of this Contract:

[list the options, the additional local documents and/or the Credit Management Binding Proposal form (simple or extended)]

1 - COVER [C_COV_CHATIT_01_ST]



1.1 COVERED BUSINESS ACTIVITY [C COV COVBU 01 ST]

Covered business activity: [covered business activity]

1.2 COVERED COUNTRIES [C_COV_COVCO_02_ST]

Covered countries: As stated in the Countries Coverages Table

1.3 INSURED PERCENTAGE [C COV INSPE 03 ST]

Insured percentage: [maximum 85]% [for [zone [X]/Domestic]]

[Alternative]

Insured percentage: [maximum 85]% for zone [Y]

Insured percentage: [maximum 85]% for **Buyer(s)** [Buyer's identification]

Insured percentage: [maximum 85]% for activity sector [Specific Activity Sector] [for zone [w]]

1.4 G.S.T / V.A.T [C_COV_STVAT_02_ST]

Domestic sales: [VAT/GST/Local Taxes] [excluded/included] Export sales: [VAT/GST/Local Taxes] [excluded/included]

1.5 MAXIMUM INVOICING PERIOD [C_COV_MAXIN_02_ST]

Maximum invoicing period: [x] days from Delivery

1.6 MAXIMUM CREDIT PERIOD [C_COV_MAXCR_01_ST]

Maximum credit period: [x] days from invoice date

1.7 RETENTION OF TITLE [C_COV_ROTGP_03_ST]

Retention of title: For **Buyers** located, in Germany, Netherlands, Belgium and for **Delivery** of goods only; In addition to article 1.1.1 of the General Terms, as a condition for our cover, your **Sales Contract** shall include a basic retention of title and its extended forms, namely processing extension and assignment in accordance with the laws of your **Buyer**'s country.

2 - RISK MANAGEMENT [C_RIS_CHATIT_01_ST]

(choose either [C_RIS_DTRA1_02_ST] if the contract includes a DCL or [C_RIS_DTRA2_02_ST] otherwise)

2.1 CREDIT DECISIONS [C_RIS_DTRA2_02_ST]

The **Credit Decisions** shall be set by Us within the underwriting zone.

2.1 CREDIT DECISIONS [C RIS DTRA1 02 ST]

The Credit Decisions shall be set:

- i) either by You under the conditions of your discretionary zone as detailed below
- ii) or by Us within the underwriting zone.

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Chola Trade Credit Insurance policy-Tradeliner Commercial Contract **2.1.1 DISCRETIONARY ZONE** [C RIS DISZO 01 ST]

(choose either DCL clauses below) **A. BLIND COVER** [C_RIS_BLIND_02_ST]

You may set a blind cover on your **Buyers** up to [X INR] per **Buyer** at a specific insured percentage of [X%] according to the following conditions:

- The **Buyer** is located in one of the countries as specified in the Countries Coverages Table. We reserve the right to modify this list of countries during the *insurance period* by way of notification. Such modification shall take effect from the date of our notification; any **Debt** validly covered before our notification will remain covered in accordance with the terms of the **Contract.**
- All **Debts** under any **Sales Contracts** You may have had with your **Buyer** before **Delivery** must have been paid for within the *maximum credit period* and you have never made any **Notification of Overdue Account** on the **Buyer**.

B. INFORMATION REPORT [C_RIS_DINFO_02_ST]

You may set a discretionary limit on your **Buyers** up to [X INR] per **Buyer** at a specific insured percentage of [X%] according to the following conditions:

- The **Buyer** is located in one of the countries as specified in the Countries Coverages Table. We reserve the right to modify this list of countries during the *insurance period* by way of notification. Such modification shall take effect from the date of our notification; any **Debt** validly covered before our notification will remain covered in accordance with the terms of the **Contract.**
- You shall have in your possession an information report from [name of the information sources] dated less than twelve months prior to the **Delivery** and which shall not (i) include any **Adverse Information** concerning the **Buyer** or (ii) subject the credit assessment value of the **Buyer** to any conditions or reserves (such as obtaining a Security).
- The **Credit Decisions** set by You shall not exceed the favourable credit assessment value suggested by the information source identified above.

C. INFORMATION REPORT [C_RIS_DINCB2_02_ST]

(without reference to DRA; without +25%)

You may set a discretionary limit on your **Buyers** up to [X INR] per **Buyer** at a specific insured percentage of [X%] according to the following conditions:

- The **Buyer** is located in one of the countries as specified in the Countries Coverages Table. We reserve the right to modify this list of countries during the *insurance period* by way of notification. Such modification shall take effect from the date of our notification; any **Debt** validly covered before our notification will remain covered in accordance with the terms of the **Contract.**
- You shall have in your possession an information report from [name of the information sources] dated less than twelve months prior to the **Delivery** and which shall not (i) include any **Adverse Information** concerning the **Buyer** or (ii) subject the credit assessment value of the **Buyer** to any conditions or reserves (such as obtaining a **Security**). For the purpose of this clause the definition of **Adverse Information** shall also include any credit recommendation being equal to 0 (zero) from Coface Credit Opinions and Business reports.
- For the purpose of this option you can use any **Information Services** product as defined in the option information offer of your **Contract.**
- The **Credit Decisions** set by You shall not exceed the favourable credit assessment value suggested by the information source identified above.

D. INFORMATION REPORT - FLEXIBLE ASSESSMENT WITH INFORMATION OFFER OPTION [C_RIS_DINCF2_02_ST]

(without reference to DRA; without +25%)

You may set a discretionary limit on your **Buyers** up to [X INR] per **Buyer** at a specific insured percentage of [X%] according to the following conditions:

• The **Buyer** is located in one of the countries as specified in the Countries Coverages Table. We reserve the right to modify this list of countries during the *insurance period* by way of notification. Such

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Chola Trade Credit Insurance policy-Tradeliner Commercial Contract modification shall take effect from the date of our notification; any **Debt** validly covered before our notification will remain covered in accordance with the terms of the **Contract.**

- You shall have in your possession an information report from [name of the information sources] dated less than twelve months prior to the **Delivery** and which shall not (i) include any **Adverse Information** concerning the **Buyer** or (ii) subject the credit assessment value of the **Buyer** to any conditions or reserves (such as obtaining a **Security**). For the purpose of this clause the definition of **Adverse information** shall also include any credit recommendation being equal to 0 (zero) from Coface Credit Opinions and Business reports.
- For the purpose of this option you can use any **Information Services** product as defined in the option information offer of your **Contract.**

E. INFORMATION REPORT - BINDING ASSESSMENT WITH INFORMATION OFFER OPTION [C_RIS_DINCB_04_ST]

You may set a discretionary limit on your **Buyers** up to [XXX] [INR] per **Buyer** at a specific insured percentage of [X%] according to the following conditions:

- The **Buyer** is located in one of the countries in the Countries Coverages Table. We reserve the right to modify this list of countries during the **Insurance period** by way of notification. Such modification shall take effect from the date of our notification; any **Debt** validly covered before our notification will remain covered in accordance with the terms of the **Contract**.
- You shall have in your possession an information report from [name of the information sources] dated less than twelve months prior to the **Delivery** and which shall not (i) include any **Adverse information** concerning the **Buyer** or (ii) subject the credit assessment value of the **Buyer** to any conditions or reserves (such as obtaining a **Security**). For the purpose of this clause the definition of **Adverse information** shall also include any credit recommendation being equal to O (zero) from Coface Credit Opinions and Business reports.
- For the purpose of this option you can use any Information Services product as defined in the option information offer of your **Contract**.
- When setting the discretionary limit on your **Buyers**, if you use an Information Services products as detailed above, and provided that its credit assessment value is positive, the discretionary limit amount per **Buyer** set up above is automatically increased by 25% within the limit of maximum DCL amount of [50K€].
- The **Credit Decisions** set by You shall not exceed the favourable credit assessment value suggested by the information source identified above.

F. INFORMATION REPORT [C_RIS_DINCB1_02_ST]

You may set a discretionary limit on your **Buyers** up to [XXX] [INR] per **Buyer** at a specific insured percentage of [X%] according to the following conditions:

- The **Buyer** is located in one of the countries in the Countries Coverages Table. We reserve the right to modify this list of countries during the **Insurance period** by way of notification. Such modification shall take effect from the date of our notification; any **Debt** validly covered before our notification will remain covered in accordance with the terms of the **Contract**.
- You shall have in your possession an information report from [name of the information sources] dated less than twelve months prior to the **Delivery** and which shall not (i) include any **Adverse information** concerning the **Buyer** or (ii) subject the credit assessment value of the **Buyer** to any conditions or reserves (such as obtaining a **Security**). For the purpose of this clause the definition of **Adverse information** shall also include any credit recommendation being equal to O (zero) from Coface Credit Opinions and Business reports.
- For the purpose of this option you can use any Information Services product as defined in the option information offer of your **Contract**, with the exception of DRA (check and/or monitored).
- When setting the discretionary limit on your **Buyers**, if you use an Information Services products as detailed above, and provided that its credit assessment value is positive, the discretionary limit amount per **Buyer** set up above is automatically increased by 25% within the limit of maximum DCL amount of [€50,000 or its equivalent].
- The **Credit Decisions** set by You shall not exceed the favourable credit assessment value suggested by the information source identified above.

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G. INFORMATION REPORT - BINDING ASSESSMENT WITH INFORMATION OFFER OPTION [C_RIS_DINCB3_02_ST]

You may set a discretionary limit on your **Buyers** up to [XXX] [INR] per **Buyer** at a specific insured percentage of [X%] according to the following conditions:

- The **Buyer** is located in one of the countries in the Countries Coverages Table. We reserve the right to modify this list of countries during the **insurance period** by way of notification. Such modification shall take effect from the date of our notification; any **Debt** validly covered before our notification will remain covered in accordance with the terms of the **Contract**.
- You shall have in your possession an information report from [name of the information sources] dated less than twelve months prior to the **Delivery** and which shall not (i) include any **Adverse Information** concerning the **Buyer** or (ii) subject the credit assessment value of the **Buyer** to any conditions or reserves (such as obtaining a **Security**). For the purpose of this clause the definition of **Adverse information** shall also include any credit recommendation being equal to O (zero) from Coface Credit Opinions and Business reports.
- For the purpose of this option you can use any Information Services product as defined in the option information offer of your **Contract**, with the exception of DRA (check and/or monitored).
- The **Credit Decisions** set by You shall not exceed the favourable credit assessment value suggested by the information source identified above.

H. INFORMATION REPORT - FLEXIBLE ASSESSMENT WITH INFORMATION OFFER OPTION [C_RIS_DINCF_04_ST]

You may set a discretionary limit on your **Buyers** up to [XXX] [INR] per **Buyer** at a specific insured percentage of [X%] according to the following conditions:

- The **Buyer** is located in one of the countries in the Countries Coverages Table. We reserve the right to modify this list of countries during the **Insurance period** by way of notification. Such modification shall take effect from the date of our notification; any **Debt** validly covered before our notification will remain covered in accordance with the terms of the **Contract**.
- You shall have in your possession an information report from [name of the information sources] dated less than twelve months prior to the **Delivery** and which shall not (i) include any **Adverse information** concerning the **Buyer** or (ii) subject the credit assessment value of the **Buyer** to any conditions or reserves (such as obtaining a **Security**). For the purpose of this clause the definition of **Adverse information** shall also include any credit recommendation being equal to O (zero) from Coface Credit Opinions and Business reports.
- For the purpose of this option you can use any Information Services product as defined in the option information offer of your **Contract**.
- When setting the discretionary limit on your **Buyers**, if you use an Information Services products as detailed above, and provided that its credit assessment value is positive, the discretionary limit amount per **Buyer** set up above is automatically increased by 25% within the limit of [50K€].

I. INFORMATION REPORT [C_RIS_DINCF1_02_ST]

You may set a discretionary limit on your **Buyers** up to [XXX] [INR] per **Buyer** at a specific insured percentage of [X%] according to the following conditions:

- The **Buyer** is located in one of the countries in the Countries Coverages Table. We reserve the right to modify this list of countries during the **insurance period** by way of notification. Such modification shall take effect from the date of our notification; any **Debt** validly covered before our notification will remain covered in accordance with the terms of the **Contract.**
- You shall have in your possession an information report from [name of the information sources] dated less than twelve months prior to the **Delivery** and which shall not (i) include any **Adverse Information** concerning the **Buyer** or (ii) subject the credit assessment value of the **Buyer** to any conditions or reserves (such as obtaining a **Security**). For the purpose of this clause the definition of **Adverse information** shall also include any credit recommendation being equal to O (zero) from Coface Credit Opinions and Business reports.

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- For the purpose of this option you can use any **Information Services** product as defined in the option information offer of your **Contract**, with the exception of DRA (check and/or monitored).
- When setting the discretionary limit on your **Buyers**, if you use **Information Services** products as detailed above, the discretionary limit amount per **Buyer** set up above is automatically increased by 25% within the limit of [50K€].

J. INFORMATION REPORT [C_RIS_DINCF3_02_ST]

You may set a discretionary limit on your **Buyers** up to [XXX] [INR] per **Buyer** at a specific insured percentage of [X%] according to the following conditions:

- The **Buyer** is located in one of the countries in the Countries Coverages Table. We reserve the right to modify this list of countries during the **insurance period** by way of notification. Such modification shall take effect from the date of our notification; any **Debt** validly covered before our notification will remain covered in accordance with the terms of the **Contract**.
- You shall have in your possession an information report from [name of the information sources] dated less than twelve months prior to the **Delivery** and which shall not (i) include any **Adverse Information** concerning the **Buyer** or (ii) subject the credit assessment value of the **Buyer** to any conditions or reserves (such as obtaining a **Security**). For the purpose of this clause the definition of **Adverse information** shall also include any credit recommendation being equal to O (zero) from Coface Credit Opinions and Business reports.
- For the purpose of this option you can use any **Information Services** product as defined in the option information offer of your **Contract**, with the exception of DRA (check and/or monitored).

K. SATISFACTORY TRADING EXPERIENCE [C_RIS_DTRAD_02_ST]

You may set a discretionary limit on your **Buyers** up to [X INR] per **Buyer** at a specific insured percentage of [X%] according to the following conditions:

- **1.** The **Buyer** is located in one of the countries as specified in the Countries Coverages Table. We reserve the right to modify this list of countries during the *insurance period* by way of notification. Such modification shall take effect from the date of our notification; any **Debt** validly covered before our notification will remain covered in accordance with the terms of the **Contract.**
- 2. You shall evidence that, prior to **Delivery**, You had a satisfactory trading experience with the **Buyer**, i.e.:
- (i) You have traded with the **Buyer** for at least six months, and
- (ii) during the last twelve months, a minimum of three **Deliveries** were paid to You within sixty days from the **Due Date**, and among these **Deliveries** at least one of them was payable after **Delivery**.
- **3.** The **Credit Decision** set by You shall not exceed 40% of the total amount paid to You by the **Buyer** during the last twelve months in relation to the **Deliveries** made

L. CREDIT MANAGEMENT PROCEDURE [C_RIS_DCRED_02_ST]

You may set a discretionary limit on your **Buyers** up to [X INR] per **Buyer** at a specific insured percentage of [X%] according to the following conditions:

- The **Buyer** is located in one of the countries as specified in the Countries Coverages Table. We reserve the right to modify this list of countries during the *insurance period* by way of notification. Such modification shall take effect from the date of our notification; any **Debt** validly covered before our notification will remain covered in accordance with the terms of the **Contract**.
- The **Credit Decisions** shall be set under the responsibility of your credit manager, [Credit Manager Name] in compliance with your credit management procedure described in the Credit Management Binding Questionnaire attached to this **Contract**.
- Any change in your credit management procedure or of your credit manager as identified above shall be subject to our written approval.

M. CREDIT MANAGEMENT PROCEDURE AND CONSULTATION ZONE [C_RIS_DCONS_02_ST]

Credit Management Procedure

You may set a discretionary limit on your **Buyers** up to [X INR] per **Buyer** at a specific insured percentage of [X%] according to the following conditions:

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- The **Buyer** is located in one of the countries as specified in the Countries Coverages Table. We reserve the right to modify this list of countries during the *insurance period* by way of notification. Such modification shall take effect from the date of our notification; any **Debt** validly covered before our notification will remain covered in accordance with the terms of the **Contract.**
- The **Credit Decisions** shall be set under the responsibility of your credit manager, [Credit Manager Name], in compliance with your credit management procedure described in the Credit Management Binding Questionnaire attached to this **Contract**.
- Any change in your credit management procedure or of your credit manager shall be subject to our written approval.

Consultation zone

In compliance with your credit management procedure and under the responsibility of your credit manager, You may also set by yourself **Credit Decisions** up to [X INR] per **Buyer**, provided that prior to the **Delivery** You request a **Credit Decision** from us (as defined below in the article underwriting zone).

In case of **Positive Credit Decision**, You shall be covered up to the amount stated in the previous paragraph provided that you complied with any conditions attached to the **Credit Decision**. In case of **Refusal**, there will be no cover with respect to the **Buyer**.

N. DCL REINSTALMENT [C_RIS_DREFU_02_ST]

After a **Refusal** or a **Cancellation**, You shall be entitled to again set **Credit Decisions** under your discretionary zone after the expiration of a period [12 months / 24 months / 2 years] from the date of our **Refusal** or **Cancellation**, provided that the terms and conditions of this facility are complied with.

H. DISCRETIONARY ZONE CANCELLATION WHEN DETERIORATION [C_RIS_DCLRD_03_ST]

Notwithstanding the provisions of the article 2.1 "Credit Decisions" of the Special Terms above, the discretionary zone is provisional and limited to [XX] **Notifications of Overdue Account**.

Accordingly, as soon as You declare to Us [XX] **Notifications of Overdue Account** in relation with **Debts** for which the **Credit Decision** has been set by You under the conditions of the discretionary zone, the said discretionary zone will be automatically cancelled.

Once the discretionary zone is cancelled in application of the above mentioned provisions, all **Credit Decisions** of your **Contract** will be set by Us under the condition of the underwriting zone stated below.

Choose [C_RIS_DTRA3_01_ST/L8] when several type of underwritten covers are available or [C_RIS_DTRA4_01_ST/L8] when there are only Credit limits in the contract)

2.1.2. UNDERWRITING ZONE [C_RIS_DTRA3_01_ST]

After identifying your **Buyers** in the **Buyers**' database, You shall, through our *online system,* request Us to set **Credit Decisions** with respect to your **Buyers** which will be formalised through [Express credit limit (ECL), an @rating or a **Credit Limit**].

2.1.2 UNDERWRITING ZONE [C RIS DTRA4 01 ST]

After identifying your **Buyers** in the **Buyers**' database, You shall request through our *online system* a **Credit Decision** which be formalised through a **Credit Limit** with respect to your **Buyers**.

When several types of underwritten covers are available: choose the relevant clause(s) between [C_RIS_ECL_02_ST], [C_RIS_@RAT_02_ST] and [C_RIS_CL_01_ST]. When only credit limits are available: insert clause [C_RIS_CL_01_ST]

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A. EXPRESS CREDIT LIMIT [C_RIS_ECL_02_ST]

You shall request an Express Credit Limit (or "ECL") by choosing this type of **Credit Decision** through our *online system*.

Under the ECL facility, your request may be:

- either "agreed" by Us: You shall then be covered for the value of the ECL at the *insured percentage* stated in article 1.3 of the Special Terms.
- or "refused" by Us: You shall then not be covered in respect of the **Buyer**.

If the value set under the ECL facility is not sufficient, You may apply for another type of **Credit Decision** set by Us.

The value of the ECL is set at [X INR]. **B.** @RATING LIMIT [C_RIS_ARAT_02_ST]

You shall request an @rating limit by choosing this type of **Credit Decision** through our *online system*. Under the @rating facility, You may receive any of the following @ratings with respect to your **Buyers**:

@rating values	Cover value	Value in INR
X	no cover = Refusal	
NR	EUR 7.000	
R	EUR 10.000	
@	EUR 20.000	
@@	EUR 50.000	
@@@	EUR 100.000	

You shall then be covered up to the value associated with the @rating at the *insured percentage* stated in article 1.3 of the Special Terms.

If the amount set under the @rating limit facility is not sufficient, You may apply for a **Credit Limit** We may at any time revise our @rating limit, including increasing the @rating limit and in this event the increased @rating limit shall take effect retroactively 60 days before its notice, provided that at the date of its notice You have no **Overdue Account** exceeding 60 days from the **Due Date** or **Adverse Information**.

By derogation to article 2.4 c) of the General Terms, in the event of a **Reduction** of an @rating limit, the reduced @rating limit shall take effect 30 days after its notice.

In case of a loss, the value of the @rating limit set by Us with respect to your **Buyer** shall be converted in the *currency of the contract* at the *exchange rate* in force on the date You have notified Us of an **Overdue Account**.

C. CREDIT LIMIT [C_RIS_CL_01_ST]

You shall request a **Credit Limit** by choosing this type of **Credit Decision** through our *online system*. Your request shall state the value of cover requested.

We may then notify You:

- a Refusal: You shall then not be covered in respect of the Buyer, or
- a positive decision: You shall then be covered for the value of the **Credit Limit** notified by Us at the *insured percentage* stated in article 1.3 of the Special Terms and subject to any specific conditions as may be specified in our notification of the **Credit Limit**.

D. FIRST SALE [C_RIS_DFSTS_02_ST]

Provided that (i) your **Buyer** is located in one of the countries as specified in the Countries Coverages Table and (ii) You requested a **Credit Decision** within the underwriting zone with respect to this **Buyer** before the first **Delivery** You made to him, the **Debts** arising from **Deliveries** made between the date

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We received your request of a **Credit Decision** and the effective date of our **Credit Decision** shall be covered:

- in case of **Positive Credit Decision**: at the *insured percentage* of the value set in our **Credit Decision**.
- in case of **Refusal**: up to [X INR] per **Buyer** at the specific *insured percentage* of [X%].

We reserve the right to modify the list of countries referred above during the insurance period.

Choose between [C_RIS_DRULE_03_ST] only if the contract provides for a discretionary zone that includes any DCL that is not the blind cover or [C_RIS_DRUL2_03_ST] only if the contract provides for a discretionary zone that includes a blind cover

E. MAXIMUM AMOUNT OF DISCRETIONARY ZONE [C_RIS_DRULE_03_ST]

If You ask Us to set a **Credit Decision** for a value above the maximum amount of your discretionary zone and the **Credit Decision** is set by Us for an amount below the maximum amount of your discretionary zone but is not a **Refusal**, You shall then be covered up to the maximum amount of your discretionary zone in accordance with the conditions of your discretionary zone provided You withdraw the **Credit Decision** in the *online system* within [10 days] from our **Credit Decision** notice. No withdrawal of **Credit Decision** by You in the *online system* within the abovementioned period, will be understood as your decision to waive your right to use your discretionary zone and to cover the respective **Buyer** in the frame of **Credit Decision** granted by Us.

F. MAXIMUM AMOUNT OF DISCRETIONARY ZONE [C_RIS_DRUL2_03_ST]

If You ask Us to set a **Credit Decision** for a value above the maximum amount of your discretionary zone, except if you used a blind cover, and the **Credit Decision** is set by Us for an amount below the maximum amount of your discretionary zone but is not a **Refusal**, You shall then be covered up to the maximum amount of your discretionary zone in accordance with the conditions of your discretionary zone provided You withdraw the **Credit Decision** in the *online system* within [10 days] from our **Credit Decision** notice. No withdrawal of **Credit Decision** by You in the *online system* within the abovementioned period, will be understood as your decision to waive your right to use your discretionary zone and to cover the respective **Buyer** in the frame of **Credit Decision** granted by Us.

G. DISCRETIONARY ZONE MANXIMUM LIABILITY PER COUNTRY [C_RIS_DCLCP_02_ST]

In addition to the article 3.2.3 "Maximum liability" of the General Terms, the total amount of indemnity paid by Us with respect to the **Debts** on **Buyers** located in [country] for which You set the **Credit Decisions** under the conditions of your discretionary zone will be capped to [XX currency].

This condition shall apply notwithstanding that the above amount(s) may be less than the insured percentage of any **Credit Decision** or aggregate of **Credit Decision** concerned.

2.2 MAXIMUM AMOUNT OF CREDIT DECISIONS COVERED

[C_RIS_MTOC1_04_ST]

For your convenience, you may request **Credit Decisions** greater in value than the amount of your **Outstanding** on a **Buyer**. However, the sum of the **Credit Decisions** already set by Us should not exceed [x] % of the **Turnover** declared; We may contact you if the amount of the **Credit Decisions** already set by Us exceeds [x] % of the Turnover declared by You.

2.3 OVERDUE OF MORE THAN 60 DAYS [C RIS OVERD 02 ST]

Overdue Account 60 days from the Due Date:

By derogation to the article 2.4 a) of the General Terms:

"When applying for an initial or revised **Credit Decision**, You shall notify Us of any **Overdue Account** exceeding 60 days from the **Due Date**.",

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Chola Trade Credit Insurance policy-Tradeliner Commercial Contract It is agreed that this provision does not apply when the **Credit Decision** is [an Express Credit Limit] [or] [an @rating Limit].

Only if there is a broker

2.4 CONFIDENTIALITY [C_RIS_CONFB_02_ST]

You may disclose the **Credit Decisions** to [the Broker] provided that You ensure that the latter keep them confidential.

3 - INDEMNIFICATION [C_CLA_CHATIT_01_ST]

3.1 NOTIFICATION THRESHOLD [C_CLA_NOTHR_02_ST]

Notification threshold: [X INR]

3.2 TIME LIMIT FOR NOTIFICATION OF OVERDUE ACCOUNT [C_CLA_NOTOV_03_ST]

Time limit for notification of Overdue Account.

• within [X] days from the invoice date or [X] days from your knowledge of the **Insolvency** of the **Buyer**, whichever occurs earlier.

alternatively if the MCP for domestic is different from the MCP for export)

- within [X] days from the invoice date or [X] days from your knowledge of the **Insolvency** of the **Buyer**, whichever occurs earlier, for **Buyers** located in your country
- within [X] days from the invoice date or [X] days from your knowledge of the **Insolvency** of the **Buyer**, whichever occurs earlier, for **Buyers** located in a foreign country

(optional, only to display if there are specific MPC to the contract per country or per buyer)

- within [X] days from the invoice date or [X] days from your knowledge of the **Insolvency** of the **Buyer**, whichever occurs earlier, for **Buyers** located in [Country]
- within [X] days from the invoice date or [X] days from your knowledge of the **Insolvency** of the **Buyer**, whichever occurs earlier, for the **Buyer** [Company Name]

(if several buyers have the same specific MCP)

• within [X] days from the invoice date or [X] days from your knowledge of the **Insolvency** of the **Buyer**, whichever occurs earlier, for the following **Buyers** [Company Name]

In case of extension(s) of the **Due Date** requested pursuant to article 2.2 of the General Terms:

- within 30 days after the agreed extended due date.
- within 30 days after our notice of refusal of the extension of the **Due Date**.

3.3 WAITING PERIOD [C_CLA_WAIPE_02_ST]

Waiting period: [X] days after We received your **Notification of Overdue Account**.

3.4 MAXIMUM LIABILITY [C_CLA_MAXLI_02_ST]

Maximum liability: [X] times premium paid per *insurance period*. [Alternatively, You can indicate the amount corresponding to X times the premium (MP or EAP)]

3.4.1. DISCRETIONARY ZONE SPECIFIC MAXIMUM LIABILITY [C CLA SPML1 02 ST]

In addition to the article 3.2.3 Maximum Liability of the General Terms, the total amount of indemnity paid by Us with respect to the **Debts** for which You set the **Credit Decisions** under the conditions of your discretionary zone stated above, will be limited to [XX] [Currency] and will contribute towards the maximum liability.

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This condition shall apply notwithstanding that the amount of this specific Discretionary zone specific maximum liability may be less than the insured percentage of any **Credit Decision** or aggregate of **Credit Decision** concerned.

3.5 DEDUCTIBLE [C_CLA_EELOS_02_ST]

Deductible: each and every loss

The value of [X INR] shall be deducted from any indemnity due with respect to a **Buyer**.

3.6 DEDUCTIBLE [C_CLA_MINRT_02_ST]

Deductible: minimum retention

You shall keep for your own account:

- (a) the minimum retention of [X INR] or
- (b) the uninsured portion of (i) the **Net Debt** up to the amount of the **Credit Decision** and of (ii) the covered **Collection Expenses**, whichever is the greater. If the minimum retention value is greater, the difference shall be deducted from any indemnity due with respect to a **Buyer**.

3.7 DEDUCTIBLE [C_CLA_NQL_02_ST]

Deductible: non qualifying loss

Net Debts with a value less than [X INR] shall not be eligible for indemnification. You shall keep these **Debts** for your own account.

4 - COLLECTION [C_COL_CHATIT_01_ST]

4.1 DEBT COLLECTION AGENCY [C_COL_AGENCY_02_IND_01]

Debt Collection Agency: the legal entity designated by Us to provide Receivables Management Services

You hereby authorise Us to appoint the *Debt Collection Agency* to provide the **Receivables Management Services**. You agree to sign within the prescribed time limit any authorisation, power of attorney or other document necessary to enable the *Debt Collection Agency* to provide the **Receivables Management Services**, in particular in case of **Insolvency** of the **Buyer** for the purpose of lodging the claim or in case of legal proceedings.

We shall represent You on an exclusive basis before the *Debt Collection Agency*. The *Debt Collection Agency* shall inform Us regularly of the progress of the **Receivables Management Services** and will arrange for Us to receive any **Recoveries**. The *Debt Collection Agency* shall obtain Our prior written approval before (i) accepting any debt settlement agreement with the **Buyer**, including but not limited to any payment plan, debt reduction or assignment of the payment right to a third party or (ii) pursuing legal proceedings against a Buyer.

We shall forward You the reports received from the *Debt Collection Agency* in order to keep You informed concerning the progress of the **Receivables Management Services**.

For the purpose of this clause the **Receivables Management Services** are defined as follows: the services to be provided by the *Debt Collection Agency* in respect of the collection on your behalf and in your name of the **Debts** covered by Us either in full or in part and for which a **Notification of Overdue Account** was made.

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5 - RECOVERIES [C_REC_CHATIT_01_ST]

5.1 NOTIFICATION OF RECOVERIES [C_REC_NOTRE_02_ST]

Recovery notification period: [10] days from your receipt of any Recovery.

6 - ACTIVITY DECLARATION, PREMIUM AND FEES [C_PRE_CHATIT_01_ST]

6.1 TURNOVER DECLARATION [C_PRE_TODEC_02_ST]

Declaration period: [15 or 30] days after expiration of the reporting period. Reporting period: [monthly or quarterly bi-annually/annually]

6.2 PREMIUM [C_PRE_PREMI_01_ST]

6.2.1 PREMIUM RATE AND MINIMUM PREMIUM [C_PRE_PRMP_03_ST]

A. PREMIUM RATE

Premium rate on [Turnover]: [xx]% for [zone [X]/Domestic]

Premium rate on [Turnover]: [yy]% for zone [Y]

Premium rate on [Turnover]: [zz]% for Buyer(s) [Buyer's identification]

Premium rate on [Turnover]: [ww]% for activity sector [Specific Activity Sector] [for zone [Z]]

B. MINIMUM PREMIUM [C_PRE_MP_03_ST]

Minimum premium: [X INR] per insurance period

6.2.2 PAYMENT TERMS APPLICABLE TO PREMIUM [C_PRE_PAYTE_01_ST]

Choose either:

[C_PRE_MPMQA_02_ST] [C_PRE_MPADJ_03_ST] [C_PRE_UPFR_01_ST] [C_PRE_ADVPA_03_ST]

A. MP ADVANCE PAYMENT AT THE INCEPTION OF THE INSURANCE PERIOD AND ADJUSTMENT FOLLOWING ACTIVITY DECLARATION [C_PRE_MPMQA_02_ST]

Minimum Premium payment of [X INR] shall be made by You at inception of each insurance period.

Upon receipt by Us of each activity declaration pursuant to article 6.1 of the General Terms, We shall invoice You the premium due, if any, in addition to the Minimum Premium already paid.

B. PAYMENT OF THE PREMIUM BY INSTALLMENTS AND ADJUSTMENT AT THE END OF THE INSURANCE PERIOD $[C_PRE_MPADJ_03_ST]$

The *minimum premium* is payable [in monthly installments /in quarterly installments/in X installments].

The first installment will be paid at inception of each *insurance period*. Upon receipt of your last activity declaration of the *insurance period* pursuant to article 6.1, We shall calculate the actual premium due and if the actual premium due exceeds the *minimum premium*, we shall invoice the difference as premium adjustment.

C. UPFRONT PAYMENT OF THE PREMIUM [C_PRE_UPFR_01_ST]

The upfront payment of the premium is [XXX currency not below MP] payable at inception of each *insurance period*.

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Upon receipt of your activity declaration pursuant to the article 6.1 of the General Terms, We shall invoice the balance of the corresponding premium.

In addition to the article 7.2 of the General Terms, our obligations under this **Contract** shall be subject to the receipt by Us on the **inception date** of the upfront payment.

D. ADVANCE PAYMENT AND ADJUSTMENT ON ACTUAL TURNOVER [C_PRE_ADVPA_03_ST]

An advance payment of [XXX] [INR] will be made at inception of each insurance period. Upon receipt of each activity declaration pursuant to article 6.1 of the General Terms, we shall invoice the corresponding premium. These invoices will be set off against the advance payment and when the advance payment is cleared, premium payment will be due upon receipt of the respective invoice. Upon receipt of the last activity declaration of an insurance period, if the premium of an insurance period does not reach the minimum premium, We shall invoice the difference

6.3 FEES [C_PRE_FEE_01_ST]

6.3.1 FEES DUE TO THE INFORMATION SERVICE PROVIDER [C_PRE_ISPUS_01_ST]

Information Service Provider: Us

The fees in force on the *inception date* of this **Contract** are set forth in the Tariff Grid and expressed in the [currency of the contract].

A. ENQUIRY FEES [C_PRE_ENQFE_02_ST]

For each initial credit decision request on a **Buyer**, enquiry fees corresponding to the type of **Credit Decision** chosen (as stated in the Tariff Grid) will be invoiced. If subsequently another type of **Credit Decision** is requested on the same **Buyer**, You will only be invoiced for the price difference between the two types of **Credit Decision**.

B. MONITORING FEES [C_PRE_FEMON_02_ST]

The monitoring fees stated in the Tariff Grid correspond to the monitoring of a **Buyer** during one month.

Monitoring fees, the amount of which is calculated according to the number of **Credit Decisions** in force at the end of each month, are due on a [monthly or quarterly] basis.

6.3.2 FEES DUE TO US FOR COLLECTION ACTIVITIES [C_PRE_COLFE_02_IND_01]

The fees due by You for the **Receivable Management Services** shall be calculated as a percentage of the **Debt** when passed on for recovery, with a minimum of [150 euros exchanged in INR] and a maximum of [5,000 euros exchanged in INR].

- Rate applicable to the **Debts** due by a **Buyer** subject to **Insolvency** at the time the **Debts** are passed on for recovery: 1.5%
- \bullet Rate applicable to the **Debts** due by a **Buyer** not subject to **Insolvency** at the time the **Debts** are passed on for recovery: 4.5 %

In case of legal proceedings against a **Buyer**, additional fees, the amount of which shall be agreed between You and Us, shall be due by You to Us.

All fees shall be subject to the VAT/GST applicable in [complete with the country of the Debt Collection Agency].

6.3.3 INVOICE OF FEES FOR COLLECTION ACTIVITIES [C_PRE_FULLM3_01_IND_02]

Fees due to Us for collection activities are not payable before the expiry of the waiting period.

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We shall invoice the portion of the collection fees excluded from cover under article 3.2.2.a) of the General Terms due to Us by You at the expiry of the *waiting period* (including taxes, if any, which shall be borne by You) and the fees will become immediately due for payment.

In case of **Debts** not covered by Us, We notify you that the **Debt** is not covered and the invoice of fees will become immediately due for payment by You.

6.3.4 MANAGEMENT FEE DUE TO US [C_PRE_MAFEE_02_ST]

The amount of the management fee is as follows:

INSURANCE SERVICES	Online notification	Offline notification
management fee	[0 INR]	[XXX INR]

The management fee shall be paid on a [monthly or quarterly] basis.

6.3.5 FEES CHANGES [C_PRE_FEECH_02_ST]

The amount of the fees described in the Tariff Grid shall be revised on April 1st of each year according to the positive increase of the index during the previous period.

The new amount shall be notified to You 30 days prior to the application of the new tariff.

6.4 PROFITABILITY ADJUSTMENT [C_PRE_PROTI_01_ST]

For sake of clarity, the amounts which may be paid by Us or You as applicable under this article 6.4 shall not be taken into account for the calculation of the *maximum liability*.

Choose among [C_PRE_BONU10_01_ST], [C_PRE_NCB10_01_ST], [C_PRE_PS10_01_ST], [C_PRE_MALU1_02], [C_PRE_RS10_01_ST] and/or [C_PRE_RSCMP1_01]

Or

Choose among [C_PRE_BONU13_01_ST] [C_PRE_NCB13_01_ST] [C_PRE_PS13_01_ST]

Choose among [C_PRE_BONU13_01_ST], [C_PRE_NCB13_01_ST], [C_PRE_PS13_01_ST], [C_PRE_RS13_01_ST] and/or [C_PRE_RSCM13_01_ST]

A. BONUS [C_PRE_BONU10_01_ST]

In relation to an *insurance period* for which the premium has been paid in full, We shall pay You a bonus in accordance with what follows.

1. The amount of the bonus shall be calculated by applying the relevant percentage – which depends on your loss ratio as shown in the table below – to the premium paid for the *insurance period*, provided that the premium paid for the *insurance period* after deduction of the bonus exceeds the *minimum premium*.

Loss ratio	Bonus (%applicable to the premium paid)
0% - [X]%	[A]%
[X]% - [Y]%	[B]%
[Y]% - [Z]%	[C]%

The loss ratio is the ratio where:

- the numerator is the total amount of indemnity paid or to be paid with respect to **Deliveries** made during the *insurance period*, less the **Recoveries** related to such **Deliveries** and received before the bonus is paid.
- the denominator is the premium amount paid for the *insurance period*.



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If there is an indemnity for **Collection Expenses** but the **Debt** has been paid in full before indemnification by Us, We shall not take into account the indemnity for Collection Expenses in the calculation of the bonus.

- 2. The payment of the bonus shall be subject to this **Contract** remaining in force for a further *insurance period*.
- 3. In order to receive the payment of the bonus You must, within [24 months] from the last day of the *insurance period*, request from Us in writing the payment of the bonus and submit to Us a waiver whereby You waive your rights to payment of any subsequent indemnities relating to the *insurance period*.

B. NO CLAIM BONUS [C_PRE_NCB10_01_ST]

In relation to an *insurance period* for which (i) the premium has been paid in full, (ii) no indemnity has been paid or is or to be paid and (iii) the **Contract** remains in force for a further *insurance period*, We shall pay You a no claim bonus, it being agreed that if there is an indemnity for **Collection Expenses** but the **Debt** has been paid in full before indemnification by Us, We shall not take into account the indemnity for **Collection Expenses** in the calculation of the no claim bonus.

The value of the no claims bonus shall be [x]% of the premium paid for the *insurance period*, provided that the premium paid for the *insurance period* after deduction of the no claims bonus shall exceed the *minimum premium*.

In order to receive the payment of the no claims bonus You must, within [24 months] from the last day of the *insurance period*, request from Us in writing the payment of the no claims bonus and submit to Us a waiver whereby You waive your rights to payment of any subsequent indemnities relating to the *insurance period*.

C. PROFIT SHARE [C_PRE_PS10_01_ST]

- 1. In relation to an *insurance period*, We shall pay You a profit share subject to the following conditions:
- (a) the premium for the *insurance period* has been paid to Us in full.
- (b) The balance of the profitability account of the *insurance period* is positive.

The profitability account of the *insurance period* shall refer to the balance between:

- on the credit side: the premium paid for the *insurance period* and
- on the debit side (i) the total amount of indemnity paid or to be paid with respect to **Deliveries** made during the *insurance period* less the **Recoveries** related to such **Deliveries** and received before the profit share is paid and (ii) [x]% of the premium paid.

If there is an indemnity for **Collection Expenses** but the **Debt** has been paid in full before indemnification by Us, We shall not take into account the indemnity for **Collection Expenses** in the calculation of the profit share.

- (c) This **Contract** shall remain in force for a further *insurance period*.
- 2. The amount of the profit share shall be equal to [x] % of the balance of the profitability account, provided that the premium paid for the *insurance period* after deduction of the profit share exceeds the *minimum premium*.
- 3. In order to receive the payment of the profit share You must, within [24 months] from the last day of the *insurance period*, request from Us in writing the payment of the profit share and submit to Us a waiver whereby You waive your rights to payment of any subsequent indemnities relating to the *insurance period*.
- 4. If the balance of the profitability account of an *insurance period* is negative, the negative balance shall be reported on the debit side of the profitability account of the subsequent *insurance period*.

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D. MALUS [C PRE MALU1 02 ST]

In relation to an insurance period, You shall pay Us a malus in accordance with what follows:

1. The malus shall be calculated by applying the relevant percentage – which depends on your loss ratio as shown in the table below – to the premium paid for the *insurance period*.

Loss ratio	Malus
0% - [X]%	[A]%
[X]% - [Y]%	[B]%
[Y]% - [Z]%	[C]%

- 2. The loss ratio is the ratio where:
- the numerator is the total amount of indemnity paid or to be paid with respect to **Deliveries** made during the *insurance period*, less the **Recoveries** related to such **Deliveries** and received before the malus is paid.
- the denominator is the premium amount paid for the *insurance period*.

If there is an indemnity for **Collection Expenses** but the **Debt** has been paid in full before indemnification by Us, We shall not take into account the indemnity for **Collection Expenses** in the calculation of the malus.

3. Invoicing of the malus shall occur after the date when there is no more risk of **Non-Payment** of **Debts** relating to **Deliveries** made during the *insurance period*.

E. RESULT SHARE [C_PRE_RS10_01_ST]

In relation to an *insurance period*, We shall calculate a result share subject to the following conditions:

- 1. We calculate the balance of the profitability account of the *insurance period*. The profitability account of the *insurance period* shall refer to the balance between:
- on the credit side: the premium paid for the *insurance period* and
- on the debit side: (i) the total amount of indemnity paid or to be paid with respect to **Deliveries** made during the *insurance period* less the **Recoveries** related to such **Deliveries** and received before the result share is paid and (ii) [x]% of the premium paid.

If there is an indemnity for **Collection Expenses** but the **Debt** has been paid in full before indemnification by Us, We shall not take into account the indemnity for **Collection Expenses** in the calculation of the result share.

- 2. If the balance of the profitability account shows a credit balance, We will refund to You [x]% of the balance of the profitability account, provided that:
- (a) the premium paid for the *insurance period* after deduction of the result share exceeds the *minimum premium*;
- (b) the premium for the insurance period has been paid to Us in full, and
- (c) this **Contract** remains in force for a further *insurance period*.

If the balance of the profitability account shows a debit balance, We will invoice You a malus calculated as a [x]% increase on the *Minimum Premium* and the *Premium Rate(s)* of the concerned *insurance period*.

3. In order to receive the payment of the positive result share You must, within [24 months] from the last day of the *insurance period*, request from Us in writing the payment of the positive result share and submit to Us a waiver whereby You waive your rights to payment of any subsequent indemnities relating to the *insurance period*.

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4. The invoicing of the malus shall occur within [30] days following the date when there is no more risk of **Non-Payment** of **Debts** relating to **Deliveries** made during the *insurance period*, or earlier at your request provided that You waive your rights to payment of any subsequent indemnities relating to the *insurance period*.

F. RESULT SHARE [C_PRE_RSCMP1_01_ST]

In relation to an *insurance period*, We shall calculate a result share subject to the following conditions:

1. We calculate the balance of the profitability account of the *insurance period*.

The profitability account of the *insurance period* shall refer to the balance between:

- on the credit side: the premium paid for the *insurance period* and
- on the debit side: (i) the total amount of indemnity paid or to be paid with respect to **Deliveries** made during the *insurance period* less the **Recoveries** related to such **Deliveries** and received before the profit share is paid and (ii) [x]% of the premium paid.

If there is an indemnity for **Collection Expenses** but the **Debt** has been paid in full before indemnification by Us, We shall not take into account the indemnity for **Collection Expenses** in the calculation of the profit share.

- 2. If the balance of the profitability account shows a credit balance, We will refund to You [x] % of the balance of the profitability account, provided that :
- (a) the premium paid for the *insurance period* after deduction of the profit sharing exceeds the *minimum premium*;
- (b) the premium for the insurance period has been paid to Us in full, and
- (c) this **Contract** remains in force for a further *insurance period*.

If the balance of the profitability account shows a debit balance, We will invoice You a malus calculated as a [x]% increase to the *minimum premium* and the premium rate(s) on the concerned *insurance period*.

3. In order to receive the payment of the profit share You must, within [24 months] from the last day of the *insurance period*, request from Us in writing the payment of the profit share and submit to Us a waiver whereby You waive your rights to payment of any subsequent indemnities relating to the *insurance period*.

G. BONUS (payable under the MP) [C PRE BONU13 01 ST]

In relation to an *insurance period* for which the premium has been paid in full, We shall pay You a bonus in accordance with what follows.

1. The amount of the bonus shall be calculated by applying the relevant percentage – which depends on your loss ratio as shown in the table below – to the premium paid for the *insurance period*.

Loss ratio	Bonus (%applicable to the
	premium paid)
0% - [X]%	[A]%
[X]% - [Y]%	[B]%
[Y]% - [Z]%	[C]%

The loss ratio is the ratio where:

- the numerator is the total amount of indemnity paid or to be paid with respect to **Deliveries** made during the *insurance period*, less the **Recoveries** related to such **Deliveries** and received before the bonus is paid.
- the denominator is the premium amount paid for the *insurance period*.

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If there is an indemnity for **Collection Expenses** but the **Debt** has been paid in full before indemnification by Us, We shall not take into account the indemnity for **Collection Expenses** in the calculation of the bonus.

- 2. The payment of the bonus shall be subject to this **Contract** remaining in force for a further *insurance period*.
- 3. In order to receive the payment of the bonus You must, within [24 months] from the last day of the *insurance period*, request from Us in writing the payment of the bonus and submit to Us a waiver whereby You waive your rights to payment of any subsequent indemnities relating to the *insurance period*.

H. NO CLAIM BONUS (payable under the MP) [C_PRE_NCB13_01_ST]

In relation to an *insurance period* for which (i) the premium has been paid in full, (ii) no indemnity has been paid or is or to be paid and (iii) the **Contract** remains in force for a further *insurance period*, We shall pay You a no claim bonus, it being agreed that if there is an indemnity for **Collection Expenses** but the **Debt** has been paid in full before indemnification by Us, We shall not take into account the indemnity for **Collection Expenses** in the calculation of the no claim bonus.

The value of the no claim bonus shall be [x]% of the premium paid for the *insurance period*.

In order to receive the payment of the no claims bonus You must, within [24 months] from the last day of the *insurance period*, request from Us in writing the payment of the no claims bonus and submit to Us a waiver whereby You waive your rights to payment of any subsequent indemnities relating to the *insurance period*.

- I. PROFIT SHARE (payable under the MP) [C_PRE_PS13_01_ST]
- 1. In relation to an *insurance period*, We shall pay You a profit share subject to the following conditions:
- (a) the premium for the *insurance period* has been paid to Us in full.
- (b) The balance of the profitability account of the insurance period shall be positive.

The profitability account of the *insurance period* shall refer to the balance between:

- on the credit side: the premium paid for the insurance period and
- on the debit side: (i) the total amount of indemnity paid or to be paid with respect to **Deliveries** made during the *insurance period* less the **Recoveries** related to such **Deliveries** and received before the profit share is paid and (ii) [x]% of the premium paid.

If there is an indemnity for **Collection Expenses** but the **Debt** has been paid in full before indemnification by Us, We shall not take into account the indemnity for **Collection Expenses** in the calculation of the profit share.

- (c) This **Contract** shall remain in force for a further *insurance period*.
- 2. The amount of the profit share shall be equal to [x] % of the balance of the profitability account.
- 3. In order to receive the payment of the profit share You must, within [24 months] from the last day of the *insurance period*, request from Us in writing the payment of the profit share and submit to Us a waiver whereby You waive your rights to payment of any subsequent indemnities relating to the *insurance period*.
- 4. If the balance of the profitability account of an *insurance period* is negative, the negative balance shall be reported on the debit side of the profitability account of the following *insurance period*.

J. RESULT SHARE [C_PRE_RS13_01_ST]

In relation to an *insurance period*, We shall calculate a result share subject to the following conditions:

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1. we calculate the balance of the profitability account of the *insurance period*.

The profitability account of the *insurance period* shall refer to the balance between:

- on the credit side: the premium paid for the *insurance period* and
- on the debit side: (i) the total amount of indemnity paid or to be paid with respect to **Deliveries** made during the *insurance period* less the **Recoveries** related to such **Deliveries** and received before the result share is paid and (ii) [x]% of the premium paid.

If there is an indemnity for **Collection Expenses** but the **Debt** has been paid in full before indemnification by Us, We shall not take into account the indemnity for **Collection Expenses** in the calculation of the result share.

- 2. If the balance of the profitability account shows a credit balance, We will refund to You [x]% of the balance of the profitability account provided that:
- (a) the premium for the insurance period has been paid to Us in full; and
- (b) this **Contract** remains in force for a further *insurance period*.

If the balance of the profitability account shows a debit balance, We will invoice You a malus calculated as a [x]% increase to the *Minimum Premium* and the *Premium Rate(s)* on the concerned *insurance period*.

- 3. In order to receive the payment of the positive result share You must, within [24 months] from the last day of the *insurance period*, request from Us in writing the payment of the positive result share and submit to Us a waiver whereby You waive your rights to payment of any subsequent indemnities relating to the *insurance period*.
- 4. The invoicing of the malus shall occur within [30] days following the date when there is no more risk of **Non-Payment** of **Debts** relating to **Deliveries** made during the *insurance period*, or earlier at your request provided that You waive your rights to payment of any subsequent indemnities relating to the *insurance period*.
- K. RESULT SHARE (payable under the MP) [C_PRE_RSCM13_01_ST]

In relation to an *insurance period*, We shall calculate a result share subject to the following conditions:

1. We calculate the balance of the profitability account of the *insurance period*.

The profitability account of the *insurance period* shall refer to the balance between:

- on the credit side: the premium paid for the insurance period and
- on the debit side: (i) the total amount of indemnity paid or to be paid with respect to **Deliveries** made during the *insurance period* less the **Recoveries** related to such **Deliveries** and received before the profit share is paid and (ii) [x]% of the premium paid.

If there is an indemnity for **Collection Expenses** but the **Debt** has been paid in full before indemnification by Us, We shall not take into account the indemnity for **Collection Expenses** in the calculation of the profit share.

- 2. If the balance of the profitability account shows a credit balance, We will refund to You [x]% of the balance of the profitability account provided that :
- (a) the premium for the insurance period has been paid to Us in full; and
- (b) this **Contract** remains in force for a further *insurance period*. If the balance of the profitability account shows a debit balance, We will invoice You a malus calculated as a [x]% increase to the *minimum premium* and the premium rate(s) on the concerned *insurance period*.

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3. In order to receive the payment of the profit share You must, within [24 months] from the last day of the *insurance period*, request from Us in writing the payment of the profit share and submit to Us a waiver whereby You waive your rights to payment of any subsequent indemnities relating to the *insurance period*.

7 - DURATION [C_DUR_CHATIT_01_ST]

7.1 DURATION TABLE [C_DUR_DUTABL_01_ST]

The duration of your **Contract** and the insurance periods are stated in the following table.

	Beginning	Ending	Duration
Inception date	[beginning date]		
Contract period	[beginning date]	[ending date]	[One insurance period / [x] insurance periods]
Term of the first insurance period	[beginning date]	[ending date]	[X months]
Term of the following insurance periods	[beginning date]	[ending date]	[X/Y months]
[termination notice period / In derogation to the General Terms, applicable termination notice period]			[X days/X months]

8 - CURRENCY [C_CUR_CHATIT_01_ST]

8.1 CURRENCY OF THE CONTRACT [C_CUR_CURCO_01_ST]

Currency of the contract: [currency]
Exchange rate: [exchange rate]

9 - COMMUNICATION [C COM COMCO 01 IND 01]

The Insured	Address	
	Mail id:	
	Phone no.	
The Insurer:	Address: Dare House 2nd Floor, No. 2 NSC Bose Road, Chennai – 600 001.	
Cholamandalam MS General	Mail id: customercare@cholams.murugappa.com	
Insurance Co Ltd	Phone no: 1800-200-5544 (Toll Free); SMS: "CHOLA" TO 56677 *(Premium SMS charges apply)	
The Intermediary	Name:	
	Mail id: Phone no.	
<u>Online</u>		

9.1 GRIEVANCE PROCEDURE

In the event of the Insured being aggrieved by

- (a) Any partial or total repudiation of claims by an insurer
- (b) Any dispute in regard to premium paid or payable in terms of the Policy
- (c) Any dispute on the legal construction of Policy in so far as such disputes relate to claims

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(d) Delay in settlement of claims

(e)Non-issue of any insurance document to customers after receipt of premium, wherever permissible subject to provisions of Redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.

If the company shall disclaim liability to the Insured or any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of law, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

The due observance and fulfilment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

The Company shall not be bound to issue any renewal notice nor shall be bound to accept the renewal premium there under. No interest shall be payable by the Company in respect of any claim under this Insurance on any account whatsoever

MECHANISM OF GRIEVANCE REDRESSAL

As an esteemed customer of our Company, You can contact us to register complaint/ grievance, if any including servicing of Policy, claims etc. with regard to the insurance of Policy issued to you. The contact details of our office are given below for your reference.

Contact Information

Cholamandalam MS General Insurance Company Limited

HO: Dare House 2nd Floor, No. 2 NSC Bose Road, Chennai - 600 001.

Toll Free: 1800 208 9100

SMS: "CHOLA" TO 56677 *(Premium SMS charges apply)

Email -customercare@cholams.murugappa.com;

Web site: www.cholainsurance.com

First level: Your contacting customercare@cholams.murugappa.com and our response within 10 days Escalation level-1: manager.customersupport@cholams.murugappa.com and our response in next 08 days

Escalation level-2: head.customersupport@cholams.murugappa.com and our response in next 07 days

For Complaints:

If You have not received any reply from us within 15 days from the date of the lodging of complaint or if You are not satisfied with the reply of the Company, you can contact the IRDA Grievance Call Centre at the toll free no. 155255 or 1800- 4254-732 or email at complaints@irda.gov.in or make use of Integrated Grievance management system by registering and monitoring of Your claim at igms.irda.gov.in or send a letter to IRDAI, Consumer Affair Department- Grievance Redressal Cell, Sy.no.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032

For resolution of Your grievances pertaining to Insurance claim that has been rejected

- or Dispute of a claim on legal construction of the policy
- or Delay in settlement of claim
- or Dispute with regard to premium
- or Non-receipt of your insurance document

You can register the grievance or the nearest Insurance Ombudsman, whose addresses are mentioned in Annexure-II

10 - PERSONAL DATA [C_PER_CHATIT_01_ST]

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Chola Trade Credit Insurance policy-Tradeliner Commercial Contract **10.1 PERSONAL DATA** [C_PER_CGF_01_IND_01]

As provided with by Article 10.3 of the General Terms, You may refuse that **Personal Data** provided by You under this **Contract** to be used for marketing reasons and/or commercial offers. For this purpose, You shall send us a notice by registered letter or by email to our registered address, stating your refusal.

11 - LAWS AND JURISDICTION [C_LAW_LAWJU_01_IND_01]

11.1 DECLARATION BY IRDAI

The authority shall declare this policy void, if in its opinion this policy is granted in violation of any of its guidelines and other IRDAI Regulations. This **Contract** shall be terminated on the date of receipt of the notification of the IRDAI and the premium shall be due on a pro rata basis according to the effective duration of the **Contract**.

11.2 DISPUTE RESOLUTION

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrator and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Insurer has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

12 - LIST OF OPTIONS AND PARAMETERS [C_STR_PARTIT_01_ST]

[options parameters listed here following this lay-out : A. OPTION TITLE [OPTION REFERENCE] (If applicable :) Parameters of the option:]

13 - OPTIONS [C_STR_CHATIT_01_ST]

[options listed here following this lay-out: A. OPTION TITLE [OPTION REFERENCE]



ANNEX-I

COUNTRIES COVERAGES TABLE [C_ANN_COUCOV_01_ST]

√ = cover included in the contract

Country	Covered countries	Political event option	Blind Cover	Information report	Satisfactory trading experience	Credit management procedure [with consultation]	First sale
[country]	[Domestic/Zone [X]]	[]	[]	[]	[]	[]	[]
[country]	[Domestic/Zone [X]]	[]	[]	[]	[]	[]	[]
[country]	[Domestic/Zone [X]]	[]	[]	[]	[]	[]	[]
[country]	[Domestic/Zone [X]]	[]	[]	[]	[]	[]	[]
[country]	[Domestic/Zone [X]]	[]	[]	[]	[]	[]	[]



Product / Zone			Geographi	cal Groups	
CREDIT INSURANCE	Domestic	ZONE A	ZONE B	ZONE C	
One alik I incik	Enquiry	[Amount]	[Amount]	[Amount]	[Amount]
Credit Limit	Monitoring	[Amount]	[Amount]	[Amount]	[Amount]
FOL	Enquiry	[Amount]	[Amount]	[Amount]	[Amount]
ECL	Monitoring	[Amount]	[Amount]	[Amount]	[Amount]
@	Enquiry	[Amount]	[Amount]	[Amount]	[Amount]
@rating	Monitoring	[Amount]	[Amount]	[Amount]	[Amount]
G	EOGRAPHICA	AL ZONE			
	DOMEST	TC .			
	ZONE A	A			
	ZONE E	3			
	ZONE (
INFORMATION		Domestic	GROUP A	GROUP B	GROUP C
Customized Opinion	Enquiry	[Amount]	[Amount]	[Amount]	[Amount]
Customized Opinion	Monitoring	[Amount]	[Amount]	[Amount]	[Amount]
@Rating Check	Enquiry	[Amount]	[Amount]	[Amount]	[Amount]
@ Pating Cradit Opinion Manitared	Enquiry	[Amount]	[Amount]	[Amount]	[Amount]
@Rating Credit Opinion Monitored	Monitoring	[Amount]	[Amount]	[Amount]	[Amount]
Snapshot Report	Enquiry	[Amount]	[Amount]	[Amount]	[Amount]
Full Report - New Inquiry	Enquiry	[Amount]	[Amount]	[Amount]	[Amount]
Full Report Instant Delivery	Enquiry	[Amount]	[Amount]	[Amount]	[Amount]
DRA Check	Enquiry	[Amount]	[Amount]	[Amount]	[Amount]
DRA Monitored	Enquiry	[Amount]	[Amount]	[Amount]	[Amount]
DRA Monitored	Monitoring	[Amount]	[Amount]	[Amount]	[Amount]
G	EOGRAPHICA	AL ZONE			
	DOMEST	TC			
	GROUP	A			
	GROUP	В			
	GROUP	С			



SI No	JURISDICTION	Top of the form: Name of the Ombudsman Bottom of Form: Contact Details	JURISDICTION
1	AHMEDABAD	Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139, Fax:- 079-27546142 Email: <u>bimalokpal.ahmedabad@gbic.co.in</u>	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
2	BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080- 26652048 / 26652049 Email:bimalokpal.bengaluru@gbic.co.in	Karnataka.
3	BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202, Fax:- 0755-2769203 Email: bimalokpalbhopal@gbic.co.in	States of Madhya Pradesh and Chattisgarh.
4	BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461 / 2596455, Fax:- 0674-2596429 Email:- <u>bimalokpal.bhubaneswar@gbic.co.in</u>	State of Orissa.
5	CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706196/5861 / 2706468, Fax:- 0172-2708274, Email:- bimalokpal.chandigarh@gbic.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
6	CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333668 / 24335284, Fax:- 044-24333664, Email:-bimalokpal.chennai@gbic.co.in	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
7	DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23239611/7539/7532, Fax:- 011-23230858, Email:- bimalokpal.delhi@gbic.co.in	State of Delhi
8	ERNAKULAM	Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulum - 682 015. 2358759/2359338, Fax:- 0484-2359336, Email:- bimalokpal.ernakulum@gbic.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
9	GUWAHATI	Office of the Insurance Ombudsman, ' Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361- 2132204 / 2132205, Fax:- 0361-2732937, Email:- bimalokpal.guwahati@gbic.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.



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10	HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040-65504123/23312122, Fax:- 040-23376599, Email:- bimalokpal.hyderabad@gbic.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
11	JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363, Email: bimalokpal.jaipur@gbic.co.in	State of Rajasthan.
12	KOLKATA	Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, CR Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340, Fax:- 033-22124341, Email:- bimalokpal.kolkata@gbic.co.in	States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and Nicobar Islands.
13	LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330 / 2231331, Fax:- 0522-2231310. Email:- bimalokpal.lucknow@gbic.co.in	District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.
14	MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106928/360/889, Fax:- 022-26106052, Email:- bimalokpal.mumbai@gbic.co.in	States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.



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15	NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Gautam Budh Nagar, Noida Email:- bimalokpal.noida@gbic.co.in	States of Uttaranchal and the following Districts of Uttar Pradesh:. Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
16	PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Email: bimalokpal.patna@gbic.co.in	States of Bihar and Jharkhand.
17	PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -32341320, Email:- bimalokpal.pune@gbic.co.in	States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

STATUTORY NOTICE: "INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION"



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