# **APPLICATION FOR PORTFOLIO CREDIT INSURANCE**

Once completed, please email the application form to the Broker team using the following email address: <a href="mailto:brokers@edc.ca">brokers@edc.ca</a>

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Company Legal Name					
Trade Name (if applicable)					
Address					
Business Number					
Legal Form					
Country of Incorporation/ Regi	stration				
Website					
Primary Goods or Services that	t You Sell (Description,	/SIC Cod	de)		
Primary Goods or Services as a	% of Total Sales			Year Establishe	t
Total Sales for Last Fiscal Year-E	nd Period	CURRE	NCY	AMOUN	Г
Last Fiscal Year-End (or next if s	tart-up)				
Is your company part of a group	o of companies?				
CONTACT INFORMATION	N				
Salutation					
First Name					
Last Name					
Job Title					
Business Telephone					
Email Address					
SALES AND BAD DEBTS					
Are you interested in insuring s	ales to Canadian comp	anies?			

Enter your company's financial information (excluding any affiliated companies). Enter \$0.00 where there are no sales or bad debts.

Sales History for the Last Three Years							
Fiscal Year-End	Currency	Current Year to Date	Last Fiscal Year	Second Last Fiscal Year	Third Last Fiscal Year		
Total Sales to the United States (U.S.)							
Total Sales in Canada	1						
All Other Sales (outs	ide Canada and the U.S.)						
Total Bad Debts in th	e U.S.						
Total Bad Debts in Ca	anada						
All Other Bad Debts (	(outside Canada and the U.S.)						

## **LOSS HISTORY**

(if you answered YES to SALES AND BAD DEBTS, also complete "Losses Within Canada")

Your Company's Loss History						
	Losses Outside Canada	Losses Within Canada				
How many losses did you have in the last 12 months? (If 0, do not answer next three questions)						
How many of those losses were under \$2,000?						
What was the value of the largest single loss?						
What was the reason for the largest single loss?						

## **CREDIT MANAGEMENT**

What percentage of your receivables is more than 90 days past due? (if 0%, do not answer next two questions)	
Why are the receivables overdue? (Check all that apply)	Bankruptcy of Buyer Payment Default (Slow Payment) Dispute with Buyer Other
What steps are being taken to remedy the overdue? (Check all that apply)	Contacted Buyer (phone, visit, mail) Hired Collection Agency Took Legal Action
In your company, who is responsible for making credit decisions?	

M/hat sources are used when making gradit desisions?	Bank Report or Reference
What sources are used when making credit decisions? (Check all that apply)	Bank Report of Reference
(Check all that apply)	Trade Reference(s)
	My Own Payment Experience
	Financial Statements
	Credit Agency Report
	None
How often are credit decisions reviewed?	
What are your procedures for following up on delinquent accounts? (Check all that apply)	Contacted Buyer (phone, visit, mail)
· · · //	Hired Collection Agency
	Took Legal Action
COVERAGE REQUESTED	

Goods and Services	
Primary Goods or Services that You Sell (Description / SIC code)	
Primary Goods or Services as a % of Total Sales	
Type of Business	
Do you sell made-to-order goods that cannot be easily sold to another buyer? (If NO, then do not answer next question)	
What is the maximum number of days between the time you enter into a contract and the date of your last shipment?	

Affiliates					
Do you require cove Canada or outside C		ales made by an affiliated company that is located	within		
Company Name		Relationship of Affi your Company	liate to		
Address		% of Ownership by Company	your		
		% of Foreign Sales (or Services Invoid Canada			
Sales History for th	ne Last T	nree Fiscal Years			
Currency					
Total Sales Outside Canada		Total Bad Debts Outside Canada			
Total Sales Within Ca	anada	Total Bad Debts W Canada	ithin		

Company Name	Relationship of Affiliate to your Company
Address	% of Ownership by your Company
	% of Foreign Sales Shipped (or Services Invoiced) from Canada
Sales History for the Last Three Fisc	al Years
Currency	
Total Sales Outside Canada	Total Bad Debts Outside Canada
Total Sales Within Canada	Total Bad Debts Within Canada

## **COUNTRY COVERAGE**

Select the countries other than Canada that you wish to insure and complete the table below.

Country	Anticipated Annual Insurable Sales	Currency	Payment Terms	Number of Days (if payment terms are higher than 180 days)

## **WITHIN CANADA**

Select the provinces in which your buyers are located and complete the table below.

Province	Anticipated Annual Insurable Sales	Currency	Payment Terms	Number of Days (if payment terms are higher than 180 days)

# **LIST OF BUYERS**

List your key buyers which we will assess. You may request coverage on additional buyers at a later time.

Buyers Located C	Jutside Can	ada (up to five)				
Company Name				D-U-N-S Numl	oer	
Address			Have you sold within the last (If yes, answe below)	24 months?		
			What is your pexperience wi			
Credit Limit Requeste to the nearest thou			Payment Term	าร		
Currency			Number of Da terms are >18	ys (if payment 0 days)		
Company Name				D-U-N-S Numl	oer	
Address			Have you sold within the last (If yes, answe below)	24 months?		
			What is your pexperience wi			
Credit Limit Request			Payment Term	ns		
Currency			Number of Da terms are >18	ys (if payment 0 days)		
Company Name				D-U-N-S Numl	oer	
Address			Have you sold within the last (If yes, answe below)	24 months?		
			What is your   experience wi	•		
Credit Limit Request to the nearest thou			Payment Term	-		
Currency			Number of Da terms are >18	ys (if payment 30 days)		

Company Name			D-U-N-S Numb	ner .
Company Name				/CI
Address		Have you sold within the last (If yes, answe below)	t 24 months?	
		What is your perpension with the second seco		
Credit Limit Requeste to the nearest thou	-	Payment Term	าร	
Currency		Number of Da terms are >18	ys (if payment 30 days)	
Company Name			D-U-N-S Numb	per
Address		Have you sold within the last (If yes, answe below)	t 24 months?	
		What is your perpendence wi	•	
Credit Limit Requeste to the nearest thou		Payment Term	าร	
Currency		Number of Da terms are >18	ys (if payment 30 days)	
Buyers Located V	Vithin Canada (up to	o five)		
Company Name			D-U-N-S Numb	per
Address		Have you sold within the last (If yes, answe below)	t 24 months?	
		What is your perpendence wi		
Credit Limit Requeste to the nearest thou		Are you shipp or providing t		
Currency		outside of Car	nada?	
Payment Terms		Number of Da terms are >18	ys (if payment 30 days)	
Company Name			D-U-N-S Numb	per
Address		Have you sold within the last (If yes, answe below)	t 24 months?	

What is your payment experience with this buyer?

Credit Limit Requested (rounded to the nearest thousand)		Are you shipping the goods or providing the services		
Currency		outside of Canada?		
Payment Terms		Number of Da terms are >18	ys (if payment 0 days)	
Company Name		· ·	D-U-N-S Number	
Address		Have you sold within the last (If yes, answe below)	: 24 months?	
		What is your pexperience wi		
Credit Limit Requested (rounded to the nearest thousand)		Are you shipping the goods or providing the services		
Currency		outside of Car		
Payment Terms		Number of Da terms are >18	ys (if payment 10 days)	
Company Name			D-U-N-S Number	
Address		Have you sold within the last (If yes, answe below)	: 24 months?	
		What is your pexperience wi	•	
Credit Limit Requesto to the nearest thou		Are you shipping the goods or providing the services outside of Canada?		
Currency				
Payment Terms		Number of Da terms are >18	ys (if payment 0 days)	
Company Name			D-U-N-S Number	
Address		Have you sold within the last (If yes, answe below)	: 24 months?	
		What is your pexperience wi		
Credit Limit Request		Are you shippi		
Currency	Suria,	or providing t outside of Car		
Payment Terms		Number of Da terms are >18	ys (if payment 80 days)	

#### **POLICY ADMINISTRATION**

Brokerage Firm and Contact				
Do you have an ins	urance broker th	nat will be involved in the administration of the policy or polic	ies?	
Name of the Brokerage Firm				
Address				
City, Province,	Country			
First Name				
Last Name				
Business Telep	hone			
Email Address				
General Information	tion - Select t	he date on which you want coverage to commen	ce.	
Does your financia	ıl institution req	uire your claim payments to be directed to them?		
Are your sales cur	rently insured?			
•	•	the export policy administered? (e.g. maximum liability, nt of premium and fees)		
If a separate dome policy administer		quired, in which currency would you like the domestic		
In which language would you like to receive your policy documents and invoices?				
		ce is different than the policy language, certain documents e presented in the user's chosen language.		
	I			
Comments				

### APPLICANT DECLARATION

#### General

I represent and warrant that I am duly authorized by the entity identified in the "Company Information" section above ("my company") to submit this application for insurance to EXPORT DEVELOPMENT CANADA ("EDC") and, if applicable, COMPAGNIE FRANÇAISE D'ASSURANCE POUR LE COMMERCE EXTÉRIEUR – CANADA BRANCH ("COFACE") and to make the following agreements, acknowledgements, declarations, confirmations and representations on behalf of my company.

I acknowledge that:

- (a) export sales will be insured by EDC under a policy issued by EDC;
- (b) any Canadian sales (if any are insured), will generally be insured by COFACE under a separate policy issued by COFACE and administered by EDC; and
- (c) EDC will have no liability under any policy issued by COFACE and COFACE will have no liability under any policy issued by EDC.

#### I declare that:

- (a) the information contained in this application is true and correct and acknowledge that EDC and COFACE can each deny liability under their respective policies if the application contains any misrepresentation which is material to the insurance contract(s); and
- (b) my company does not have any policy of insurance, guarantee or agreement providing coverage for a loss in respect of any sales which would be covered under any EDC or COFACE policy being applied for, and will not place any such coverage while the applicable EDC or COFACE policy is in place.

#### I acknowledge and agree that:

- (a) additional information may be required by EDC and/or COFACE prior to the issuance of any policy and that any such additional information will form part of this application; and
- (b) if my company has requested insurance coverage for its Canadian sales, EDC may disclose any information relating to the Applicant (including buyer information) to COFACE, COFACE's subsidiary located in New Jersey, COFACE NORTH AMERICA, INC., who is acting as agent for its parent company, COFACE, for this insurance, and to any regulatory body (in Canada or otherwise) having oversight over COFACE.

## **Boycott**

I declare that no sales to be insured under either policy, require or will require my company to:

- (a) engage in discrimination based on the race, national or ethnic origin or religion of any Canadian firm or individual;
- (b) refuse to purchase from or sell to any other Canadian firm or individual;
- (c) restrict its commercial investments or other economic activities in any country; or
- (d) refuse to sell any Canadian goods and services to, or buy any goods or services from any country.

#### **Sanctions**

I confirm that neither my company, nor its shareholders, nor any of its affiliates\* nor any of its or their directors, officers, employees, agents or representatives is a Sanctions Target (as defined below). I also represent and covenant that neither my company, nor any of its directors, officers, or, to the best of my company's knowledge, any of its affiliates\*, is or will become engaged, directly or indirectly, in any activity which is prohibited under the Sanctions, where "Sanctions" means the economic or financial sanctions imposed by Canada or the United States of America or any of their respective governmental institutions, agencies and subdivisions; and "Sanctions Target" means an individual or entity that is, or is owned or controlled by, or is acting on behalf of a person that is, the subject of any Sanctions.

\*For the purpose of the Sanctions section above, "affiliate" means: (a) a person that is directly or indirectly controlled by your company or by a person that also directly or indirectly controls your company; or (b) a person that directly or indirectly controls your company; and "control" means de facto control.

#### **Anti-corruption**

I declare that, with respect to the business to be supported by EDC and COFACE:

(a) neither my company, nor its affiliates, nor, to the best of my company's knowledge (after reasonable inquiry in a manner consistent with reasonable commercial compliance practices), anyone acting on my company's or affiliates' behalf in connection with the business to be supported by EDC and COFACE: (a) have been or will knowingly be party to any action in connection with the business to be supported by EDC and COFAC which is prohibited by applicable laws dealing with bribery (including without limitation, Canada's *Corruption of Foreign Public Officials Act*), which makes it illegal for persons to, directly or indirectly, give, offer, or agree to offer a loan, reward, advantage or benefit of any kind to any person in order to obtain or retain an advantage in the course of business; (b) are currently under charge in a court or are formally under investigation by public prosecutors or, within the last five years, have been convicted in a court for violation of laws of any country against bribery (including, without limitation, laws against bribery of foreign public officials) or, have entered into any form of settlement or other arrangement, including without limitation any publicly-available arbitral award in connection with the violation of laws against bribery;

- (b) upon request, I agree to provide to EDC and COFACE the identity of persons acting on behalf of my company and its affiliates in connection with the business to be supported by EDC and COFACE and the amount and purpose of commissions and fees paid, or agreed to be paid, to such persons, the country or jurisdiction in which the commissions and fees have been paid or agreed to be paid;
- (c) I further confirm to EDC and COFACE that the commissions and fees paid, or agreed to be paid, to any natural or legal person acting on behalf of my company and its affiliates, such as agents, in connection with the business to be supported by EDC and COFACE is or will be, for legitimate services only; and
- (d) I shall notify EDC and COFACE immediately should any of the foregoing representations no longer be true or accurate, upon a breach of any covenant contained herein.

\*For the purpose of the Anti-corruption section above, "affiliate" means: (a) a person that is directly or indirectly controlled by your company or by a person that also directly or indirectly controls your company; or (b) a person that directly or indirectly controls your company; when either person participates or is involved in the business to be supported by EDC and COFACE. For the purposes of the foregoing "control" means de facto control.

## **Dual-use Goods**

I acknowledge that the export of dual-use goods or services may be subject to specific regulatory restrictions and I declare that either my company does not sell dual-use goods or services or, if it does sell such goods or services, my company has obtained any export authorizations required by applicable laws and regulations. For purpose of this paragraph "dual-use goods or services" are items or technologies which are normally used for civilian purposes but which may have military applications.

#### Fraud

I acknowledge that any person who (intending to defraud or knowing that he or she is facilitating a fraud against an insurer) submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

#### **Environment**

I declare that:

- (a) my company is in material compliance with applicable environmental, social and human rights laws and regulations; and
- (b) I am not aware of any significant environmental and/or social risk or human rights risk associated with the business to be insured under the policy being applied for.

"Environmental and/or social risk" refer to any actual or potential adverse impacts on the environment, occupational health and safety or communities, and "human rights risk" refers to any actual or potential adverse impacts on any fundamental human right or freedom as stated in the International Bill of Human Rights, resulting from or associated with:

- i. the end use of goods produced, manufactured or sold by my company or its affiliates, including foreign affiliates:
- ii. the production or manufacturing of goods produced, manufactured or sold by my company or its affiliates, including foreign affiliates; or
- iii. services rendered by my company and/or its affiliates, including foreign affiliates.

#### **Disclosure**

I consent and agree to the disclosure by EDC and COFACE of any non-publicly available information provided to EDC and COFACE by my company in connection with the business insured (the "Company Information"):

- (a) to an entity which has a direct or indirect equity interest in EDC or COFACE, to its employees, officers, directors, brokers, agents, advisors, consultants, service providers, legal counsel and potential or actual reinsurers, insurers and co-insurers;
- (b) pursuant to the requirements of law, regulation, legal process, and audit, as applicable to EDC or COFACE, as the case may be; and

(c) in the case of EDC, pursuant to EDC's and Canada's international commitments.

This consent constitutes my written consent, on my company's behalf, pursuant to any confidentiality agreement signed between EDC and/or COFACE my company or pursuant to applicable laws to disclose Company Information.

### **Broker**

Until EDC receives written notification from my company to the contrary, I authorize EDC to provide the brokerage firm identified in this application (the "Broker"), with all information, correspondence and documentation ("Policy Information") which is also available to my company, concerning any insurance policy(ies) issued or managed by EDC on the basis of this application. I agree to EDC using any technology as EDC may choose from time to time for purposes of providing the Policy Information to the Broker.

EDC may allow the Broker to take the following steps on behalf of my company with respect to any such policy(ies):

- (a) manage credit limits in respect of buyers, including requesting reductions and cancellation of credit limits;
- (b) request that countries or payment terms be added to, or removed from, coverage;
- (c) report when payments from buyers are overdue;
- (d) submit claims; and
- (e) make requests for changes to coverage and policy documents.

## **Access to Information and Privacy**

I acknowledge that all information collected by EDC is subject to the federal Access to Information Act and the Privacy Act; customer and personal information are protected and disclosed by EDC in accordance with these Acts.

#### I Agree

Name	
Title	
Authorized Signature	
Date	