



# Claims & Collection Procedures

## I. Types of Insured Events

Your Credit Insurance Policy provides for three (5) types of coverage for three (3) types of losses:

Types of Coverage:

- Named Buyer Coverage
- EZ Coverage
- Discretionary Coverage
- CAP/CAP+ Coverage (for select policy types)
- Power CAP Coverage (for select policy types)

Types of Losses:

- Protracted Default
- Insolvency (as defined in the Policy)
- Political Risk

## II. Filing a Claim

To file a claim you must complete a Notification of Claim form via EOLIS, fax, e-mail, or regular mail. You must provide supporting documentation, including statements of account (A/R aging), purchase orders, invoices, proofs of delivery (bills of lading), and any other documentation we may request. For Discretionary Coverage, you must provide the documentation used to approve the Discretionary Credit Limit for the Buyer.

The supporting documentation can be provided via EOLIS, faxed to 1-410-753-0943, e-mailed to [EHNAClaimsService@eulerhermes.com](mailto:EHNAClaimsService@eulerhermes.com), or sent by mail to Euler Hermes North America, Attention: Claims Department, 800 Red Brook Boulevard, Owings Mills, Maryland 21117.

ONE	TWO	\$\$\$
<p>EOLIS</p> <p>You may complete an online <b>Notification of Claim Form</b> using our Internet application, EOLIS. Access the form through our web site: <a href="http://www.eolis.us">www.eolis.us</a></p> <p>After completing the online form, click the "submit button" and your claim is submitted electronically. See sample electronic form on following page. You will also receive a temporary claim number immediately after submission.</p>	<p>FAX/MAIL/EMAIL</p> <p>We have also provided you with a <b>Notification of Claim Form</b> that is easy to understand. Fax the completed form to Euler Hermes at 410-753-0943 or mail it to the address on the Notification of Claim Form.</p>	<p>GETTING PAID</p> <p>Loss payments for claims filed will be payable within 60 days after the date of loss as set forth in the policy.</p>
	OR	=



**Claim declaration**

\* mandatory

**Your contact information :**

* First Name	<input type="text"/>	* Fax	<input type="text"/>
* Last Name	<input type="text"/>	* Phone	<input type="text"/>
Title	<input type="text"/>	* Email	<input type="text"/>
Address	100 E. PRATT STREET		

**Buyer contact :**

* First Name	<input type="text"/>	Fax	<input type="text"/>
* Last Name	<input type="text"/>	* Phone	<input type="text"/>
DBA/Trade Name	<input type="text"/>	Cell Phone	<input type="text"/>
* Title	<input type="text"/>	Email	<input type="text"/>

**Claim detail :**

* Non-payment Reason	<input type="text" value="Past Due"/>
Type of coverage	<input type="text" value="Named"/>
Currency:	<input type="text" value="USD"/>
Your buyer number	<input type="text"/>

**Invoices :**

Invoice number :

In order to add an invoice, please fill in all the following fields and click on the "Add invoice" button.

*Invoice Date <small>(mm/dd/yyyy)</small>	*Ship Date <small>(mm/dd/yyyy)</small>	*Terms	*Amount	Taxes	Other Charges	*Total Invoice Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0.00"/>	<input type="text" value="0.00"/>	<input type="text" value="0.00"/>	<input type="text" value="0.00"/>

**Add invoice**

### III. Time Limits for Filing Claims

#### Protracted Default Claims

Claims must be filed within the Maximum Claim Filing Period set forth in the Maximum Claim Filing Period Endorsement. You may, however, file a claim before that time. Below is an example:

- Shipment occurs on January 1 with 30 day terms of sale.
- The earliest date to file the claim is 1 day past the January 31 due date: February 1.
- You may also file the claim 90 days from the January 1 due date: May 1.
- The latest date to file the claim is 180 days from the date of Shipment: June 30.

Please note that the calculation is based on calendar days and not months.



### **Insolvency Claims**

Claims must be filed within ten (10) days of your learning of or being notified of the Insolvency, but in no event may you file an Insolvency claim more than 90 days after the date of Insolvency. Below is an example:

- Buyer becomes Insolvent on January 1.
- You learn of or are notified of the Insolvency on January 2.
- You must file the claim with 10 days: January 12.
- The latest date you may file the claim is 90 days from the date of Insolvency: April 1.

Please note that types of Insolvencies are clearly defined in the Policy and the claim must fit within one of those definitions. Prompt filing of Insolvency claims is extremely important given the time constraints that exist in bankruptcy proceedings. It is essential that the debt be established as a valid debt in the bankruptcy proceeding for the claim to be processed.

### **Political Risk Claims**

The types of Political Risk losses are clearly set forth in the Policy and the time limits for filing claims are set in the Maximum Claim Filing Period Endorsement.

## **IV. Claim Acknowledgment**

You will receive two written notifications from us regarding your claim:

1. acknowledging initial receipt of the claim and
2. after all supporting documentation is received and the initial assessment is completed, which will provide a tentative scheduled payment date.

If you do not receive the initial acknowledgment within 10 days of filing your claim or if you have any questions concerning your claim or the claims process, please contact the Claims Department Help Desk at (877)-509-3224.

You may also use EOLIS to check on the status of your claim.

## **V. Claim Assessment and Loss Settlement**

Once our assessment of the claim is complete, the claim will be entered in our system establishing the projected loss payment amount and the payment date.

The claim will be reviewed again 14 days prior to the scheduled payment date. A Settlement Package will then be e-mailed to you describing the coverage analysis and the total loss payment that is due, which may be subject to various offsets, deductibles, and co-insurance. The Settlement Package will contain:

- Cover page
- Summary
- Cover letter
- Assignment of Claim form
- Beneficiary release forms
- Settlement worksheet



A copy of the Settlement Package is also sent to your broker, if applicable.

You should carefully review the Settlement Package and contact the Claims Service Representative who reviewed the claim if you have any questions. You should then execute the Assignment of Claim form and return it to us. If there is a beneficiary on the Policy, the beneficiary needs to execute the Beneficiary Release form and/or release its right to receive the loss payment. Upon receipt of the executed documents, the loss payment will be finalized and a check will be mailed to you or to the Beneficiary.

## IV. Collection Process

### Protracted Default

Once you file a claim for Protracted Default, do not enter into any agreements with the Buyer or accept any proposals without our prior written approval. Failure to obtain our approval will jeopardize your coverage.

Once you file a claim for Protracted Default, the matter is forwarded to Euler Hermes Collections North America to start the collection efforts, which include:

- A letter to the Buyer demanding payment.
- Contacting the Buyer to determine their ability and intention to pay the debt. The collector assigned to your claim will also contact you for your assistance in resolving disputes, submit payment plans, outline possible settlements, and verify receipt of any payments made directly to you.
- If the collection efforts are successful, payments received by us will be disbursed to you, less any costs or fees incurred. If payments are made directly to you, you are still responsible for collection fees and costs incurred by us and you will be invoiced accordingly

Please note that Euler Hermes Collections charges a 15% collection fee as well as actual costs incurred on any amount collected, which is a highly competitive rate for collection services.

If Euler Hermes Collections is unsuccessful, the claim may be placed with an external attorney located near the debtor. The attorney will first attempt to collect the debt without the need for litigation but may determine that litigation is required to. Your cooperation is required throughout the collection and/or litigation process. Outside counsel may also determine that the debt is not collectible and will recommend that we close the file.

Costs and fees for the services of outside counsel are set forth in your Policy. The advancement of court costs and suit fees are your responsibility prior to indemnification and post indemnification if the Buyer later disputes the debt. If suit is recommended, you must provide us with the suit fees within 21 days. Failure to forward such amounts will result in coverage being withdrawn on the claim.

### Disputed Claims

In the event the Buyer disputes owing the debt for any reason, it is not covered under the Policy until the dispute is resolved in your favor. If litigation is required, you are responsible for court costs and suit fees. If we determine that litigation is required, you will be notified by us accordingly and must provide us with the requested fees within 21 days. Please refer to the Policy for more details.



## Insolvency Claims

Insolvency claims are not payable until the debt has been scheduled in the debtor's bankruptcy proceeding and all other terms and conditions of the Policy have been met.

Your Policy allows you to handle Formal Insolvency claims using your own resources. You must notify us of your election to do so at the time you file the Insolvency claim. You shall be responsible for all expenses incurred to perfect your claim in the bankruptcy estate. Even though you are handling the Insolvency claim yourself, you must ensure that you do everything required per the Policy and provide Euler Hermes with status updates on the progress of the case. In the event that the debt is properly scheduled in the Insolvency proceeding, it will be processed accordingly as a payable claim.

You may continue to use EOLIS to check on the status of all collection efforts.

*The information provided herein is meant as a resource for your use. The information is for illustrative purposes only and does not constitute a Policy of insurance. This information is intended to provide a general overview only. Nothing contained herein should be construed as an acknowledgement that a given claim will be covered under a particular Policy. Every situation is unique and all claims shall be subject to the terms and conditions of the Policy that is issued to you. In the event of a conflict between the contents provided herein and the Policy issued to you, the terms and conditions of the Policy shall prevail.*



**EULER HERMES**  
Our knowledge serving your success