

# EXPORT-IMPORT BANK OF THE UNITED STATES

## NOTICE OF CLAIM AND PROOF OF LOSS FINANCING LEASE

Please send this completed form to :  
 Export-Import Bank of the U.S., Asset Management Division  
 811 Vermont Ave., NW, Washington, DC 20571 (202) 565-3600

Date Received: \_\_\_\_\_

Claim No.: \_\_\_\_\_

**SECTION A. NAMES AND ADDRESSES** (please provide full names and addresses)

A.1 Insured  Contact: _____ Fax: _____ Phone: _____ Telex: _____	A.4 Lessee <input type="checkbox"/> None  Contact: _____ Fax: _____ Phone: _____ Telex: _____
A.2 Assignee <input type="checkbox"/> None  Contact: _____ Fax: _____ Phone: _____	A.5 Manufacturer <input type="checkbox"/> None  Contact: _____ Fax: _____ Phone: _____
A.3 Broker <input type="checkbox"/> None  Contact: _____ Fax: _____ Phone: _____	

**SECTION B. CERTIFICATIONS OF INSURED**

Please note that the certification is subject to the penalties provided in Article 18 U.S.C. sec. 1001. The Insured certifies that (if any certification cannot be made, please explain):

1. it has completed and attached the following sections:  A;  B;  C;  D;  E;  F;  G;  H;  I;  J;
2. the amount claimed is presently owing by the lessee;
3. it has received the advance payment in accordance with the policy requirements;
4. the Insured has not relinquished title or ownership of the leased products by accepting payments from any party;
5. the lessee has not asserted any defenses nor disputed any amount owing under the terms of the lease;
6. the Insured has not relinquished title or ownership to the leased products;
7. the lease was valid and enforceable in the United States and the lessee's country at the time of the effective date of this policy;
8. to the best of its belief, it has complied with the terms and conditions of the policy, all the information supplied in support of this claim is complete and true, and it has not withheld any material facts.
9. the rates of interest charged were legally valid and enforceable for the approved currency under the laws of the country of the lessee at the time the lease was executed.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**SECTION C. RELEASE AND ASSIGNMENT**

You have the option of completing and submitting this Release and Assignment with your claim submission. If you do, the release will operate upon negotiation of a claim payment check. This will expedite your claim payment in the event of claim approval.

WHEREAS the Export-Import Bank of the United States (Ex-Im Bank) issued an Export Credit Insurance Policy to the Insured; AND WHEREAS, the Insured has filed a claim under insurance policy \_\_\_\_\_ on the proof of loss dated \_\_\_\_\_; NOW, THEREFORE, the Insured and Ex-Im Bank agree as follows: In the event the claim is approved for payment and the Insured or its assignee or any agent negotiates a claim payment check, the Insured does release Ex-Im Bank from all claims, actions, and causes of action of whatsoever character and description which the Insured ever had, now has or hereafter can, shall or may have relating to this claim. AND, in further consideration of the claim payment by Ex-Im Bank, the Insured does assign to Ex-Im Bank, its successors and assigns, all right, title and interest in, and all sums of money now due, or to become due, to the Insured from the Buyer under the transactions and accounts relating to the Claim, and any and all contracts, security and evidences of indebtedness relating thereto; to have and to hold the same, with full power, at their own cost, to collect and enforce the same, for their own use and benefit by any action or proceeding in the name of the Insured or otherwise, and to take all legal steps as they deem proper or necessary in connection herewith.

In witness whereof, the Insured has caused this instrument to be signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Name of Insured)

By: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_  
(Print)

State of \_\_\_\_\_ County of \_\_\_\_\_

I, \_\_\_\_\_ a notary public in \_\_\_\_\_ and for the aforesaid County and State, do hereby certify that on this day, before me personally

came \_\_\_\_\_ to me known, who, being duly sworn, did depose and say that he/she

is the \_\_\_\_\_ of \_\_\_\_\_, the entity described herein and which executed the foregoing instrument; and that he/she has full authority to complete and execute the said instrument in the name of, and on behalf of, the said entity.

In witness whereof, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

(Seal)

**SECTION D. POLICY INFORMATION**

Policy Period: \_\_\_\_\_ to \_\_\_\_\_

Periodic payment total credit limit: \$ \_\_\_\_\_

Approved non-periodic payments total credit limit: \$ \_\_\_\_\_

**SECTION E. CLAIM INFORMATION**

Date the lease was executed: _____  Shipment Date of Leased Products: _____	Policy Provision Claimed Under Article 2: <input type="checkbox"/> Risk 1 <input type="checkbox"/> Risk 2 <input type="checkbox"/> Risk 3 <input type="checkbox"/> Risk 4
Original Terms of the Lease Agreement:	Special Conditions, if Applicable: <input type="checkbox"/> Security Interests  <input type="checkbox"/> Guarantor(s) Name(s) _____ _____ _____  <input type="checkbox"/> Other _____
First Default Date:	
Leased Product(s):	
Foreign Content Percentage: _____ %	

**SECTION F. CLAIM DOCUMENTATION**

As required under Article 8 of the Policy, please enclose evidence of written demand for payment from the lessee and each guarantor dated not later than 30 days prior to submission of the claim.  Enclosed

For all claims the following documentation is required:

- |   |                                   |   |
|---|-----------------------------------|---|
| 1. Lease Agreement  | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Not Applicable |
| 2. Evidence that leased products were delivered to the lessee | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Not Applicable |
| 3. Evidence of U. S. Origin                                   | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Not Applicable |
| 4. Advice of Acceptance of Leased Product                     | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Not Applicable |

If required by law or regulation of the lessee's country, please enclose evidence of timely recorded and registered lease for purposes of perfecting or evidencing Insured's title to or interest in the leased products.  
 Enclosed



**SECTION H. SCHEDULE OF APPROVED NON-PERIODIC PAYMENTS**

Description of Each Non-Periodic Payment, Including Reference to Lease Provision	Due Date	Amount of Each Non-Periodic Payment	Date of Service	Partial Payment

**SECTION I. CALCULATION OF ELIGIBLE LOSS**

**Total amount of the leased shipments:** \$ \_\_\_\_\_

(+ ) Plus interest at \_\_\_\_\_ to maturity dates:  
(lease rate) \_\_\_\_\_

(+ ) Plus interest at \_\_\_\_\_ from maturity date to 180 days after maturity date:  
(lease rate) \_\_\_\_\_

**(-) Minus**

a. Total lessee payments: ( \_\_\_\_\_ )

b. Other credits, discounts and allowances: ( \_\_\_\_\_ )

c. Funds received from any other source: ( \_\_\_\_\_ )

d. Savings because of nonpayment of agent's commission: ( \_\_\_\_\_ )

**Net Loss:** \$ \_\_\_\_\_

**Net Loss x Coverage** \_\_\_\_\_ % \$ \_\_\_\_\_  
(eligible loss)

