

Proposal for Consignment Exports (Stock-holding Agent) Policy

We hereby apply for Consignment Exports (Stock-holding Agent) Policy (CSHA). We have read and understood the terms and conditions of the Policy and found the same to be suitable for our requirements. We have also obtained necessary clarification about the benefits, the details of documents/evidence required, procedure to be followed for settlements of claims, if any, and we further undertake not to seek refund of premium from ECGC for whatsoever reason except as provided under the Policy.

Part I: Information on the Exporter (column no. 3 to 8 to be filled only if you are approaching ECGC for a policy for the first time)

1.	Name of the Exporter	Proprietorship/partnership/Pvt Limited Company/ Public Limited Company/others (pl. specify)
2	Whether you are holding any other E C G C policy and if so, give details	Policy No.:
3.	Address	Phone No: Fax No. e-mail:
4.	Import Code No. Export Code No.	
5.	Name & Address of the exporter's bank	
6.	Status of the Unit	Export House / Trading House / Star Trading House/Super Star Trading House / others
7.	Contact Person & Designation	

8.	Names of the Proprietor / Partners/ Directors	<p>Full Name (including Surname, Father's/ Husband's Name)</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p> <p>5.</p> <p>6.</p> <p>(Pl. attach separate sheet, if necessary)</p>
9.	Name of the sister concerns	

Part II – Information on the stock-holding agent

10.	Name and address of the stock-holding agent	<p>Telephone:</p> <p>Fax:</p> <p>e-mail</p>
11	Name and address of the stock-holding agent's bank	<p>Telephone</p> <p>Fax</p> <p>Email</p> <p>Bank account No. (if available)</p>
12	Please give details, if there are any financial relationship between your organisation and the stock-holding agent	

13. Experience with the Agent for the last one year if any (separate sheet may be enclosed).

S.No	Date of shipment	Value (in Rs.)	Terms of Payment	Date of realization	Reason for delay / overdue, if any

Part III – Details of Contract / agreement / Order with stock-holding agent

14	Details of Contract/ Agreement with the agent	No. Date Expiry date if any					
15	Commodity						
16	Expected sales through agent	Amount	Quarter				Total for the year
			I	II	III	IV	
		Foreign currency : Indian Rupees					
17	Highest amount expected to be outstanding at any point of time during next twelve months	In foreign currency: In Indian Rupees					
18	Average no. of days from date of shipment for receipt payment in India.						

Part IV - Information on ultimate buyers

19	Whether the stock-holding agent effects sales outside his country?		
20	If yes, names of all the countries where the sale is effected and expected annual turnover in each country		
21	Amount of credit likely to be extended to the ultimate buyers	Highest amount In foreign currency In Rs. Average amount In foreign currency In Rs.	
22	Average period of credit to be extended to the ultimate buyer		
23	Pl. give names and addresses of ultimate buyers presently known with the amount of credit likely to be extended to each (it is appreciated that it will not be possible for you to list out all the likely ultimate buyers to whom credit may have to be extended. Kindly note that when the Policy is issued, discretionary credit limits which will be available to you in respect of any buyer - as long as he is not in the defaulter buyers list of ECGC - will be indicated; however, if you need credit limits beyond the same in respect of certain ultimate buyers you will have to apply to ECGC and get the same approved).	Name and address with country	Amount of credit likely to be extended In foreign currency In Rs.
24	Please state whether you have incurred loss on account of failure of any ultimate buyer in the past. If so, details may be given in respect of each such ultimate buyers with reasons for the default.		

Part V: Type of cover required (Tick relevant column against a, b, c or d)

25	Political risks from the date of shipment to the date of realisation in India along with any one of the following options	
	a. Commercial risks on the stock-holding agent and ultimate buyers	
	b. Commercial risks on the stock-holding agent only	
	c. Commercial risks on the ultimate buyers only	
	d. No commercial risks cover required	

Instructions:

1. Fill in all columns of the application in a legible handwriting or if possible, typewritten.
2. Copy of Contract/Agreement with agent shall be enclosed
3. If you have any report on the agent, as well as on any ultimate buyer, please attach the same.

Undertakings:

1. We hereby declare that we are not aware of any circumstances relating to the stock-holding agent and ultimate buyers, which might adversely influence your acceptance of any of the risks on which we are hereby requesting insurance.
2. We will not make any shipment/supply to the stock-holding agent or any of the ultimate buyers after we have received the information that he is in financial difficulties or that his position appears to be such as to make shipment to him undesirable.
3. We hereby declare and certify that all statements made in the application are true and that we have not misrepresented or omitted any material fact which might have bearing on the policy, and we agree that such representations and facts shall form the basis of and be incorporated in the policy and that the truth of such representations as facts and due performance of each and every undertaking contained herein or in the policy shall be condition precedent to any liability of ECGC hereunder and to the enforcement thereof by us.
4. We understand and agree that in the event of a claim for any loss sustained by us being admitted by ECGC under this policy shall be paid by ECGC direct

to the bank named in the proposal through which the export documents pertaining to the shipment(s) concerned would be routed through and we agree that, in that event, the banks receipt would be a full legal discharge to ECGC thereafter and ECGC shall have no further obligation to us.

Exporters Signature:

Designation:

Office Seal

DATE:

Address Stamp

Note: In the case of incorporated companies this proposal should be signed by authorized officers) for and on behalf of the company and should state the capacity in which the signatory acts. In the case of partnership, the partner of the firm should sign the proposal.

PROHIBITION OF REBATES (SECTION 41 OF INSURANCE ACT, 1938)

1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer: provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this subsection if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona-fide insurance agent employed by the insurer.
2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees