

## Claim Payment Module

### Disputed debts

- 1 We will indemnify you for **debts** in **dispute**, irrespective of Article 3.4 of the general provisions, provided that:
  - ♦ The buyer is located in one of the countries listed for this module in the schedule, and has either been granted a credit limit by us or an @rating quotation R, @, @@, @@@ or @@@@ and:
  - ♦ **Debts** are within the scope of this contract and,
  - ♦ The **dispute** does not appear to be justified
- 2 You must send us a specific request for intervention in respect of the disputed **debt**. Within ten days of this request for intervention you are required to provide all documents demonstrating proof that this **debt** corresponds to a firm order for goods or services, to substantiate that in your opinion the **dispute** is not justified.
- 3 We shall indemnify you for the *disputed debt insured percentage* of the **net debt** or of the credit limit if the **net debt** is greater than the credit limit.
- 4 You shall keep us informed of any action which you take in order to collect the disputed **debts** in respect of the provisions of module C26.
- 5 (i) If your rights are acknowledged in full, either within the context of an amicable settlement, or following a final arbitration award or court decision enforceable in the buyer's country, we shall pay you the difference between the amount of the normal *insured percentage* of the **net debt** and the amount of any claim payment already made in accordance with article 3 of this module.  
(ii) If the decision does not acknowledge your rights you are required to reimburse all amounts already paid and any costs we may have incurred as a consequence of collecting the disputed **debt**.  
(iii) If your rights are partially acknowledged, then one the following will apply:
  - (a) we shall pay you the difference between the amount already paid and the *insured percentage* of the **net debt** acknowledged in your favour if it is greater than the amount paid under article 3 of this module,or

## Claim Payment Module

- (b) if the amount arising from the application of this same *insured percentage* to the **net debt** acknowledged in your favour, is less than the amount paid under article 3 of this module, then we will indemnify you for the costs under the same conditions as the **debt** itself. You are required to return any payments made by us in this respect which exceed the portion of costs which we indemnify.
  - (iv) Should we agree at any stage in the procedure that you interrupt the collection action, you will retain any indemnification already paid with respect to this claim, under this module. You must inform us of any monies collected, which will be treated as **recoveries** under this contract.
- 6 You may send us up to three requests for intervention with respect to disputed **debts** per *insurance period*. Our payment per request shall be restricted to the amount shown in the schedule, and the *maximum liability* per insurance period shall still apply.
- 7 A specific disputed **debt** premium is set out in the schedule of this contract.
- 8 All the general provisions and schedule items which do not run counter to the terms and conditions of this module, shall continue to apply.