

Insured Certifications to the Notice of Claim and Proof of Loss – Export Credit Insurance Policy

These Certifications are incorporated into the Notice of Claim and Proof of Loss – Export Credit Insurance Policy submitted in EXIM Online as if fully and directly set forth in the Notice of Claim and Proof of Loss – Export Credit Insurance Policy. When signing these Certifications, the Insured certifies that the representations made and the facts stated in both the Notice of Claim and Proof of Loss and these Certifications are true to the best of the Insured’s knowledge and belief, and the Insured has not misrepresented or omitted any material facts. With knowledge that EXIM will rely on the certifications and representations made in both the Notice of Claim and Proof of Loss and these Certifications, the Insured agrees that it is liable for any damages suffered by EXIM’s reliance.

All statements and certifications to EXIM set forth in these certifications are subject to penalties for fraud and for providing false documentation, including, but not limited to, those criminal penalties provided for in Article 18 U.S.C. Section 1001.

The Insured **CERTIFIES** to the Export-Import Bank of the United States (“EXIM”) that to the best of the Insured’s knowledge and belief, the statements set forth below are true and correct. If any certification cannot be made, please explain.

1. It has completed and/or attached all sections.
2. The amount claimed is presently owing by the Buyer/Issuing Bank.
3. The Buyer has not asserted any defenses to this debt nor disputed the amount of the debt owing, and there are no unresolved documentary credit disputes between the Insured and the Buyer/Issuing Bank on any insured transaction.
4. It has not granted any discounts, allowances, rebates or commissions, except as approved by EXIM Bank in writing and has not made any payments to the Buyer/Issuing Bank.
5. To the best of its belief, it has complied with the terms and conditions of the policy, included but not limited to, all policy terms and conditions with respect to local costs (as such term is defined in the policy) all the information supplied in support of this claim is completed and true, and it has not withheld any material facts.
6. The rates of interest charged are legally valid and enforceable for the approved currency under the laws of the country of the Buyer/Issuing Bank.
7. Neither Lender, nor any of its Principals (as defined in the Debarment Regulations identified below), has, within the past 3 years, been:
 - 1) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a Covered Transaction (as defined in the EXIM and Government-wide debarment regulations, found at 2 CFR Part 3513 and 2 CFR Part 180, respectively) (collectively the “Debarment Regulations”);
 - 2) formally proposed for debarment from participating in a Covered Transaction, with a final determination still pending;
 - 3) indicted, convicted or had a civil judgment rendered against it for any conduct or offenses described at 2 CFR § 180.800 in the Debarment Regulations; and
 - 4) delinquent on any amounts due and owing to the U.S. Government or its agencies or instrumentalities as of the date of execution of this certification.

When signing this Certification in the space provided below, the undersigned authorized representative signing on our behalf certifies and represents that the undersigned is fully authorized to sign on our behalf, and that THE UNDERSIGNED HAS READ the Certifications referenced above AND IS CERTIFYING, as appropriate, to all the certifications and acknowledgments set forth in the Certifications.

The undersigned authorized representative further certifies that 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.

Insured: _____

Address: _____

City: _____ State/Province: _____

Country: _____

Zip/Postal Code: _____

Telephone No: _____

Email: _____

Name: _____

Title: _____

Signature: _____

Date: _____