

#### **Catalogue of Credit Insurance Terminology**



This catalogue is published by the International Credit Insurance & Surety Association (ICISA), the leading credit insurance association.

ICISA was founded in 1928 (as ICIA). Since then, risks and trade flows have changed and new economies have emerged. Credit insurance has kept pace with these developments by creating solutions for an increasingly complex trading environment. This has lead to a wider range of features and products resulting in an ever growing number of specific credit insurance terms.

The ICISA Catalogue of Credit Insurance Terminology aims to clarify most of these terms for the benefit of anyone not familiar with credit insurance, but also as an easy reference manual for those working with or in the industry. It offers descriptions of the most commonly used terms in clear and simple language. General trade and insurance terms are not included as these are defined in various other sources.

This catalogue was conceived and drafted by ICISA'S Credit Insurance Committee who have laboured tirelessly to describe the terminology used. A special word of gratitude is extended to them.

Copies of this catalogue are available free of charge from the ICISA Secretariat. These are also available in French, German, Italian and Spanish.

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otherwise provide meaning to terms that may be used in any trade

credit or political risk insurance policy.

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#### Claims / indemnity

Adverse information
AFL17
Aggregate first loss
Claim17
Claim filing waiting period
Claims made policy
Claims threshold
Claims waiting period
Costs for work in progress
Costs incurred but not billed
Date of ascertainment of loss
Date of loss
Datum line19
Default
Imminent loss
Indemnification
Minimum retention
Non payment risk20
Non qualifying loss
Notice of Claim
NQL20
Payment default
Policy deductible
Pre-invoicing expenses
Repudiation

Repudiation of cover20	Financial and export terms
Rescheduling	Discharge of debt25
Subrogation21	Irrevocable letter of credit25
Threshold	
Waiting period	General terms
	Additional named insured30
Credit assessment / limits	Agent27
Aggregate limit23, 40	Assignee
Blind cover	Broker
Credit assessment fee23	Buyer27, 28
Credit limit	Client27, 29
Credit rating fee23	Co-insured
Credit underwriting24	Commission
DCL24	Customer
Discretionary credit limit24	Debtor27, 28
Discretionary limit24	Endorsement
DL24	FAC28
First order cover24	Facultative (re)insurance
First sale clause24	Financial Guarantee
Insurer's maximum liability	Insured27, 28, 29
Limit underwriting24	Insured buyer obligation29
Maximum Sum Insured24	Insured client31
Non-cancellable limits24	Insured obligation29
Non-vetting limit24	Insured transaction
Partial acceptance of a limit24	Insurer29
Policy limit	Joint insurance

Joint insured	Private buyer33
Joint insurer	Private debtor33
Loss payee	Private individual34
Main insured30	Public buyer
Main insurer	
Named insured29	Insurable debtors / credit assessment
NBI30	DCL buyer
Non-binding indication30	DCL debtor35
Offer of cover31	Unnamed buyer35
Policy clause	Unnamed debtor
Policy currency	Unspecified customer35
Policyholder	
Primary insured	Insurance cover
Quotation (non-binding)30	Aggregate limit23, 40
Quote (non-binding)30	Annual maximum liability
Renewal	Binding contracts37
	Binding order37
Insurable debtors	Co-insurance
Cover for key debtor33	Commencement of cover
Government buyers34	Commercial risk38
Government debtors	Comprehensive cover
Guarantor33	Consignment
Key buyer	Covered percentage38,40
Key customer	Deductible
Key debtor	Delivery39
Major Debtor Cover	Each and every first loss

Effective date	Third country risk42
Excess insurance42	Top-up cover42
Export credit insurance39	Transaction date37
Guaranteed percentage38,40	Transactional cover
Indemnity amount	Uninsured percentage
Insured percentage38, 40	Whole turnover policy42
Insurer's maximum liability	
Maximum Sum Insured23,40	Insurance cover / financial and export terms
Losses occurring policy39	Shipment43
Manufacturing period	
Maximum liability	Insured debts / turnover
Pending order	Credit period
Percentage of cover	Credit term
Policy limit23, 40	Deferral of payment46
Reservation of title40	Delivery period45
Retained risk	Domestic business
Retention37, 42	Due date
Retention of title40	Due date extension
Risks Attaching policy41	Extension of due date46
ROT40	Extension period46
Run-in cover41	Maximum credit terms46
Run off cover	Maximum extension period46
Self insured percentage37, 42	Maximum payment terms46
Single buyer cover41	Maximum pre-credit risk period46
Single debtor / Single risk cover	Mean delivery date46
Specific account	Mean length of credit46

Medium-term business	Post-shipment risk
Payment term	Pre-credit risk49, 53
Short-term business47	Pre-shipment risk49, 53
	Protracted default53
Insured Risks	Transfer delay53
Acts of God51	Transfer risk50
Bankruptcy51	Waiting period
Claim filing waiting period	War54
Contract frustration49	Work in process
Contract repudiation49	
Contract risk49, 53	Obligations
Conversion and transfer risk50	Defaulted account55
Country cover conditions	Duty to notify55
Country limit	Overdue account
Country rank50	Past due account55
Country rating50	
Country risk	Premium / fees
Country risk classification50	Declaration of outstanding balances57
Default19, 52, 53	Declaration of turnover57
Exchange risk51	Deposit premium57
Insolvency51	Insured transactions report57
Moratorium	Low claims bonus58
Natural disasters51	Minimum premium
Non acceptance of goods52	No claims bonus58
Payment default	No claims credit
Political risk52	Premium

Profit share58
Shipment report57
Recovery / debt collection
Collateral
Collections costs
Recoveries59
Salvage
Reinsurance / neighbouring terms
Asset-backed securities61
Excess of loss61
Quota-share treaty61
XL
XoL61
Reporting terms
Claims ratio
Combined ratio
Contingent liability
Cost ratio
Expense ratio
Exposure
Underwriting ratio

#### **Claims / indemnity**

#### **Adverse information**

Events or circumstances that have led or may lead to a deterioration in the financial situation or creditworthiness of a buyer or a country of a buyer.

#### **Aggregate first loss** (AFL, Policy deductible)

The total amount of approved claims during an insurance period, which are to be borne by the insured for their own account prior to indemnification by the insurer.

#### Claim (Notice of claim)

An application by the insured for indemnification of a loss under the policy.

#### **Claims made policy**

A policy, which covers applications for indemnification made during the policy term.

See also: Losses occurring policies and Risk attaching policies.

#### Claims threshold

(Non qualifying loss, Threshold)

The amount below which losses do not qualify for indemnification and are to be kept by the insured for their own account.

#### **Claims waiting period**

(Claim filing waiting period, Waiting period)

The period, usually starting from the due date of payment or intervention order, after the expiry of which a claim may be submitted and the loss is assessed.

#### **Costs for work in progress**

(Pre-invoicing expenses, Costs incurred but not billed)

Expenses incurred for uncompleted rendered services or product construction.

#### **Date of ascertainment of loss** (Date of loss)

- 1. Date on which the insured loss will be assessed by the insurer:
- 2. date on which the insured loss is deemed to have occurred.

Claims / indemnity

#### **Datum line**

An amount below which buyers are not to be included in the insurance policy.

#### **Default** (Payment default)

The failure of the buyer to meet their contractual (payment) obligations. A default is an event that can lead to a loss for the credit insurer, such as bankruptcy, Chapter 11 (or any other failure to pay of the buyer) which is covered under the insured's policy.

#### **Imminent loss**

Any events or circumstances that have lead or may lead to a high possibility of a claim.

#### Indemnification

Compensation for a loss.

# Claims / indemnity

#### **Minimum retention**

The minimum amount of each loss that the insured has to bear for their own account.

#### Non payment risk

The risk that a buyer will default on their obligation to pay an invoice.

#### Non qualifying loss (Claims threshold, NQL, Threshold)

The amount below which losses do not qualify for indemnification and are to be kept by the insured for their own account.

#### Notice of claim (Claim)

An application by the insured for indemnification of a loss under the policy.

#### **Repudiation (of cover)**

The decision of the insurer not to accept a specific claim made by the insured due to;

- 1. a breach of obligation by the insured;
- 2. the underlying risk being outside the scope of coverage under the respective policy.

#### Rescheduling

Amending the credit terms of a debt by setting one or more new due dates.

#### **Subrogation**

Upon payment or indemnification of a claim to the insured caused by a failure of the buyer, the insurer steps into the insured's position and assumes all the rights and remedies of the insured against the buyer. By executing these rights and remedies the insurer can;

- possibly recover the indemnified amount from the buyer;
- 2. avoid overcompensation to the insured. Subrogation occurs without any agreement between the insurer and the insured.

#### **Credit assessment / limits**



(Policy limit, Insurer's maximum liability, Maximum Sum Insured)

The maximum amount that the insurer is liable to pay in respect of all losses during a policy period.

#### Blind cover

A policy feature that provides (a reduced percentage of) cover when no credit limit has been established on the Buyer and no adverse information is known.

See also under First sale clause / First order cover.

#### **Credit assessment fee** (Credit rating fee)

Contribution to the costs of credit information gathered for the assessment of the buyer's risk.

#### **Credit limit**

The maximum exposure specifically approved or otherwise authorised by the insurer in respect of a buyer.

#### **Credit underwriting** (Limit underwriting)

Assessment by the credit insurer of the financial condition of buyers, before setting a credit limit.

#### **Discretionary limit**

(DL, Discretionary credit limit, DCL, Non-vetting limit)

The amount up to which, according to given guidelines, the insured may set a credit limit without specific review by the insurer.

#### First order cover (First sale clause)

A policy feature that provides cover for risks commencing before a credit limit has been established, for buyers with whom the insured has not traded before.

#### Non-cancellable limits

Credit limits which remain valid for the duration of the policy period and cannot be cancelled by the insurer. Cover, however, may be automatically deactivated on the occurrence of certain defined events, e.g. rating downgrade, overdue payments etc.

#### Partial acceptance of a limit

The decision of an underwriter not to grant in full the credit limit amount applied for by the insured.

#### Financial and export terms



**Financial** 

and export terms

#### **Discharge of debt**

Relief of a party from a financial commitment.

#### Irrevocable (documentary) letter of credit

- 1. Unalterable obligation of a bank authorising a person or company to draw money up to a specified amount, usually a third party bank, subject to documentary compliance;
- 2. as per definition in UPC.

#### **General terms**



#### Assignee (Loss payee)

A party to whom (by authorisation of the insured) the legal rights to a claim payment under a policy is transferred.

#### **Broker** (Agent)

The party via whom an application for insurance is presented from prospective insured to the insurer.

#### Buyer (Debtor)

The business entity to which an insured sells their goods or services

#### **Client** (Insured, Policyholder)

Party that purchases the insurance policy and assumes responsibilities and obligations under that policy.

#### Commission

Remuneration of a party (e.g. a broker for services rendered).

#### Customer (Buyer, Debtor, Insured, Policyholder)

'Customer' may refer to both the Buyer and the Insured. See under these terms.

#### **Endorsement** (Policy clause)

An addendum or enhancement to the policy conditions.

#### Facultative (re)insurance (FAC)

(Re)insurance in respect of a particular risk instead of a portfolio of risks.

#### **Financial Guarantee**

A Financial Guarantee is understood as comprising any bond, guarantee, indemnity or insurance, covering financial obligations in respect of any type of loan, personal loan and leasing facility, granted by a bank/ credit institution, financial institution or financier or issued or executed in favour of any person or legal entity in respect of the payment or repayment of borrowed money or any contract transaction or arrangement – the primary purpose of which is to

raise finance or secure sums due in respect of borrowed money.

29

**General terms** 

By way of explanation, the purpose of this definition is the avoidance of insurance cover for any financial obligation which does not arise from or relates to a trade transaction defined as the supply of goods and/or rendering of services.

#### Insured

(Policyholder, Client, Named insured, Primary insured)

The party that purchases the insurance policy and assumes responsibilities and obligations under the policy.

#### **Insured transaction**

(Insured obligation, Insured buyer obligation)

An obligation owing from a specific buyer to the insured and falling within the scope of the insurance contract.

#### Insurer

The party offering insurance policies for premiums, an underwriter.

#### **Joint insurance**

Insurance offered by more than one insurer for their combined account.

## General terms

#### **Joint insured**

#### (Additional named insured, Co-insured)

A party, which together with the insured, purchases the insurance policy and assumes specified responsibilities and obligations.

#### **Joint insurer**

An insurer offering insurance policies in cooperation with one or more other insurers for their combined account.

#### Main insured

The leading insured acting on behalf of a group of joint-insured.

#### **Main insurer**

The leading insurer acting on behalf of a group of joint insurers.

#### Non binding indication

(NBI, Quotation non-binding, Quote non-binding)

An insurer's written offer of policy terms and conditions, subject to change by the insurer.

#### Offer of cover

An indication of conditions for cover based on information given on an application form.

#### **Policy currency**

The currency in which all financial transactions or amounts under the policy are denominated (credit limits, indemnifications, costs, premium, deductibles etc.).

#### **Policyholder** (Insured client)

The party that purchases the insurance policy and assumes responsibilities and obligations under the policy.

#### **Renewal**

The prolongation of a policy or a credit limit after expiry of their validity or after a specified period of time.

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#### Insurable debtors

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#### Guarantor

An individual or company that gives a promise or assurance that an obligation owing from the buyer to the insured will be paid.

#### Key debtor or cover for key debtor

(Key buyer, key customer, Major Debtor Cover)

(Cover for) the insured's largest buyers only (as opposed to whole turnover cover or single risk cover).

#### Private buyer (Private debtor)

The business entity to which an insured sells its goods or services and that is:

- 1. not a public buyer;
- 2. not majority-owned by a government.

#### **Private individual**

A person who buys goods or services for a purpose other than the purpose of their professional activity or business.

#### **Public buyer**

#### (Government buyers, Government debtors)

The entity to which an insured sells its goods or services and that is:

- Lauthorised to enter into commitments in the name or on behalf of the government of its country, including the government itself, government agencies or any public sector institutions;
- 2. majority-owned by a government;
- 3. an entity whose commitments are guaranteed by the government.

Insurable debtors / credit assessment



debtors /

credit assessment

#### **Unspecified customer**

#### (DCL buyer / debtor, Unnamed buyer / debtor)

A buyer for which, according to given guidelines, the insured may set a credit limit without specific review by the insurer.

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#### Insurance cover



#### **Binding order** (Pending order, Binding contracts)

An order from which the insured cannot be released if the buyer's financial soundness is deteriorating. Under pre-defined conditions, credit insurance may be offered for such contracts even after withdrawal of the credit limit.

## **Co-insurance** (uninsured percentage, Self insured percentage, Retention, Retained risk)

The percentage of each insured loss that is not indemnified by the insurer and that the insured has to bear for its own account.

#### **Commencement of cover (Transaction date)**

The date on which the insurance begins to take effect (at date of order or transaction, delivery or shipment, completion or performance of services) for each individual trade transaction covered under the policy.

#### **Commercial risk**

The risk of a deterioration in the financial situation or creditworthiness of a private buyer, resulting in payment default by or the insolvency of the buyer, not caused by circumstances or occurrences defined as political risk.

#### **Comprehensive cover**

- Insurance covering the entire sales turnover of the insured (opp. Single risk cover);
- 2. insurance for both commercial and political risks.

#### Consignment

Possession of goods by a consignee with the obligation to pay the supplier after the sale to a third party or when using the goods.

## **Covered percentage** (Insured percentage, Percentage of cover, Guaranteed percentage, Indemnity amount)

The percentage of each insured loss that is indemnified by the insurer.

#### **Deductible**

The amount of loss that must be absorbed by the insured before indemnification under the policy.

#### **Delivery**

Making the goods available to the buyer or any person acting on their behalf at the place and on the terms specified in the sales contract.

39

Insurance cover

#### **Each and every first loss**

The amount to be deducted from each claim payment to be kept for the account of the insured.

#### **Effective date** (of the policy)

The date on which the policy comes into force.

#### **Export credit insurance**

Insurance against the credit risk related to the sale of goods to buyers in another country.

#### **Losses occurring policy**

A policy under which cover is conditional on the date of the cause of loss occurring within the policy period. *See also Risk Attaching policy, Claims Made policy.* 

#### **Manufacturing period**

The period between the date of order and the delivery or shipment of the goods.

## **Maximum liability** (Policy limit, Aggregate limit, Insurer's maximum liability, Maximum Sum Insured)

The maximum amount that the insurer is liable to pay in respect of all losses during a policy period.

## **Percentage of cover** (Insured percentage, Guaranteed percentage, Covered percentage)

The percentage of each insured loss that is indemnified by the insurer.

## **Policy limit** (Aggregate limit, Annual maximum liability, Maximum Sum Insured)

The maximum amount that the insurer is liable to pay in respect of all losses during a policy period.

#### **Retained risk**

The part of a loss which is not indemnified by the insurer and for which the insured must bear the loss without recourse to any other party.

#### Retention of title (ROT, Reservation of title)

A condition in a sales contract which reserves the seller's right of product ownership until the seller has received full payment.

#### **Risks Attaching policy**

A policy under which cover attaches based on shipment dates and where the shipment date (but not necessarily the loss) must occur within the policy period.

Insurance cover

See also Claims Made policy, Losses occurring policy.

#### Run off cover

Continuation of cover of risks, where the cover commenced before withdrawal of a credit limit or the expiry of a policy until payment or until the occurrence of a covered cause of loss.

#### **Run-in cover**

Inclusion of cover of amounts outstanding on buyers at the effective date of the policy or the date a credit limit applied for or established.

## **Single buyer cover** (Single debtor / Single risk cover, Transactional cover, Specific Account)

Cover for all sales to one debtor or for a single contract with one debtor (as opposed to whole turnover and key buyer).

#### Third country risk

Exposure to economic and political risks in a country other than the country of the insured or of the buyer; usually a country through which shipments may pass or where the goods are to be delivered, or the services to be performed.

#### **Top-up cover** (Excess insurance)

Additional coverage over a credit limit established by the same or another insurer

#### Uninsured percentage (Co-insurance, Retained risk, Retention, Self-insured percentage)

The percentage of each insured loss that is not indemnified by the insurer and that the insured has to bear for their own account.

#### Whole turnover policy

A credit insurance policy that covers the insured's total credit sales (as opposed to Key buyer cover and Single risk cover).

Insurance cover / financial and export terms



#### **Shipment**

The placement en route to the buyer of the goods ordered by the buyer.

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#### Insured debts / turnover



#### **Credit term** (Credit period, Payment term)

- I. The period after delivery or shipment of goods or after rendering of services at the expiry of which invoices are due to be paid;
- 2. the period of time provided by the insured to the buyer for repayment of delivered goods or services.

#### **Delivery period**

The period between date of order and delivery or shipment of goods.

#### **Domestic business**

Transactions with buyers domiciled in the same country as the insured.

#### **Due date**

Date by which the buyer must pay their debt according to the sales contract or invoice.

#### **Extension of due date**

#### (Due date extension, Deferral of payment)

Granting of a credit term longer than originally agreed upon in the sales contract.

#### Extension period (Maximum extension period)

The maximum due date extension allowed under a policy.

#### **Maximum credit terms** (Maximum payment terms)

The longest credit period approved for a buyer under the policy.

#### Maximum pre-credit risk period

The maximum insured period between contract date and shipment of goods or provision of services.

#### Mean delivery date

Average period between date of order and date of delivery or shipment of goods or completion of services.

#### Mean length of credit

Average period between delivery or shipment of goods and due date of invoice.

#### **Medium-term business**

Transactions under which the insured provides the buyer with a credit period between 1 and 3 to 5 years in length, usually characterised by a down payment followed by equal instalment of payments.

Insured debts / turnover

#### Payment term (Credit period, Credit term)

- 1. The period after delivery or shipment of goods or after rendering of services at the expiry of which invoices are due to be paid;
- 2. the period of time provided by the insured to the buyer for payment for delivered goods or services.

#### Short-term business

Transactions under which the insured provides the buyer with a credit period up to two years.

#### Insured risks



#### **Contract frustration**

Impossibility to perform a trade contract.

#### **Contract repudiation**

An arbitrary withdrawal of a party from its duties and responsibilities imposed by a contract.

#### **Contract risk**

#### (Pre-credit risk, Pre-shipment risk, Work in process)

The commercial risk of insolvency of a buyer before delivery or shipment of the goods or performance of a service, and/or the political risk of any interruption of the manufacturing of the goods or performance of a service.

#### Conversion and transfer risk (Transfer risk)

- I. The risk of revocation by the buyer's government of the buyer's pre-existing legal right to make payment in an invoiced currency other than the currency of the buyer country, at any rate of exchange;
- 2. political risk resulting from an event outside the insured's country preventing or delaying the transfer of funds paid by the debtor to a local bank.

#### **Country cover conditions**

Terms of coverage imposed by the insurer for their acceptance of cover on (buyers in) a particular country.

#### **Country limit**

The maximum exposure specifically approved or otherwise authorised by the insurer in respect of a particular country.

#### **Country rating**

(Country rank, Country risk classification)

An indication of creditworthiness of a country.

#### **Exchange risk**

Fluctuation in the buyer's currency against another currency, which may affect the buyer's financial ability to pay its obligations.

**Insured risks** 

#### **Insolvency** (Bankruptcy)

A judicial or administrative procedure whereby the assets and affairs of the buyer are made subject to control or supervision by the court or a person or body appointed by the court or by law, for the purpose of reorganisation or liquidation of the buyer or of the rescheduling, settlement or suspension of payment of its debts.

#### **Moratorium**

A cessation of payments, usually by a government, to all or a class of creditors.

#### **Natural disasters** (Acts of God)

The manifestation of a natural force that is beyond the control of the insured, buyer, guarantor or government. *See also: Political risk.* 

#### Non acceptance of goods

The refusal or failure of the buyer to take possession of products shipped by the insured.

#### Payment default (Default)

The failure by a buyer to make payment for delivered goods or services by the due date specified in the invoice or sales contract. A default is an event that could lead to a loss for the credit insurer such as bankruptcy, Chapter II (or any other failure to pay of the buyer) which is covered under the insured's policy.

#### **Political risk** (Country risk)

- The risk that a government buyer or country prevents the fulfilment of a transaction or fails to meet payment obligations in time;
- a risk that is beyond the scope of an individual buyer or falls outside the individual buyer's responsibility;
- 3. the risk that a country prevents the performance of a transaction:
- 4. the risk that a country remains in default to transfer to the country of the insured the moneys paid by buyers domiciled in that country.

#### **Post-shipment risk**

The risk of non-payment arising after the delivery of shipment of the goods or completion of the performance of services.

**Insured risks** 

#### Pre-credit risk

#### (Contract risk, Pre-shipment risk, Work in process)

The commercial risk of insolvency of a buyer before delivery or shipment of the goods or performance of a service, and/or the political risk of any interruption of the manufacturing of the goods or performance of a service.

#### **Protracted default (Default)**

The failure by a buyer to pay the contractual debt within a pre-defined period calculated from the due date or extended due date of the debt.

#### **Transfer delay**

The period of time between a foreign buyer applying for foreign exchange to repay their obligation to an insured and the insured receiving the funds.

#### Waiting period (Claim filing waiting period)

The period, usually starting from the due date of payment or intervention order, after the expiry of which a claim may be submitted and the loss is assessed.

#### War

A declared military conflict between nations.

#### **Obligations**



Obligations

#### **Duty to notify**

Obligation of the insured to notify the insurer of changes of insurable turnover as indicated on the applications form for the policy, adverse information or overdue accounts.

#### **Overdue account** (Past due account, Defaulted account)

A buyer's obligation that has not been paid by its due date.


#### Premium / fees



#### **Declaration of outstanding balances**

The specification of outstanding balances (typically at end of the month) on the buyers covered under the policy for the purpose of premium calculation.

#### **Declaration of turnover**

(Shipment report, Insured transactions report)

The specification of the invoiced turnover on the buyers covered under the policy for the purpose of premium calculation.

#### **Deposit premium**

(Instalments of) premium paid in advance, to be adjusted on receipt of the declaration of turnover or outstanding balances.

#### Minimum premium

The agreed minimum amount of premium to be paid for a specified period regardless of the volume of declared turnover or outstanding balances.

#### No claims bonus (No claims credit, Low claims bonus)

An amount or percentage provided to the insured as a reduction of premium owed, depending on the claims ratio of the policy.

#### **Premium**

The sum of money paid to buy an insurance product.

#### **Profit share**

- 1. An arrangement whereby the insured can receive back a portion of premiums paid according to certain conditions (usually dependent on the claim ratio of the policy).
- 2. The distribution of a percentage of the profits of the policy back to the insured according to certain conditions (usually dependent on the claim ratio of the policy).

#### **Recovery / debt collection**



#### Collateral

Assets, rights or guarantees pledged as security by the buyer or by a third party on behalf of the buyer for the extension of credit by the insured to the buyer.

#### **Collections costs**

The costs incurred in preventing or minimising the loss or in collection of the amount owing by the buyer.

#### **Recoveries** (Salvage)

Proceeds received from the buyer or a third party. whether before or after a claim has been indemnified.

#### Salvage (Recoveries)

Proceeds received from the buyer or a third party, whether before or after a claim has been indemnified.

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#### Reinsurance / neighbouring terms



#### Asset-backed securities

Financing of companies by the capital market through commercial papers (securities), sold by a Special Purpose Vehicle to investors, backed by the debts (assets) sold to a Special Purpose Vehicle.

#### **Excess of loss (XL, XoL)**

Insurance, cover or indemnification in excess of an amount of first loss to be borne by the insured.

#### **Quota-share treaty**

Reinsurance in respect of a portfolio of risks insured by a primary insurer and under which the risk is shared on a percentage basis between the insurer and reinsurer, i.e. not on an excess-of-loss basis.

#### Reporting terms



#### Claims ratio

Claims payments and expenses divided by gross earned premium and premium related revenue.

#### **Combined ratio**

- The sum of claims payments, claims expenses and underwriting expenses, including the cost of credit information, divided by the sum of earned premium and premium related revenue;
- 2. the sum of claims ratio and underwriting expense ratio.

#### **Contingent liability**

A conditional obligation of one party to another, triggered by specified events.

#### Cost ratio (Underwriting ratio, Expense ratio)

The sum of underwriting expenses, including the cost of credit information, divided by the sum of earned premium, including premium-related revenue.

#### **Exposure**

The total amount underwritten by the insurer as cover on a buyer, a country or under a policy or all policies.

Acts of God51
Additional named insured30
Adverse information
AFL17
Agent
Aggregate first loss
Aggregate limit23,40
Annual maximum liability 40
Asset-backed securities61
Assignee
Bankruptcy51
Binding contracts37
Binding order
Blind cover
Broker
Buyer27, 28
Claim17, 20
Claim filing waiting period18,54
Claims made policy
Claims ratio
Claims threshold
Claims waiting period
Client 27.20

Co-insurance	Cover for key debtor33
Co-insured	Credit assessment fee23
Collateral	Credit limit
Collections costs59	Credit period45, 47
Combined ratio	Credit rating fee
Commencement of cover	Credit term45,47
Commercial risk38	Credit underwriting24
Commission	Customer
Comprehensive cover	
Consignment38	Date of ascertainment of loss19
Contingent liability	Date of loss19
Contract frustration49	Datum line19
Contract repudiation49	DCL24
Contract risk49, 53	DCL buyer
Conversion and transfer risk50	DCL debtor35
Costs for work in progress	Debtor27, 28
Costs incurred but not billed	Declaration of outstanding balances57
Cost ratio	Declaration of turnover57
Country cover conditions 50	Deductible
Country limit50	Default19, 52, 53
Country rank50	Defaulted account55
Country rating	Deferral of payment46
Country risk	Delivery39
Country risk classification50	Delivery period45
Covered percentage38, 40	Deposit premium57

Discharge of debt25	First sale clause
Discretionary credit limit24	
Discretionary limit24	Government buyers34
DL24	Government debtors
Domestic business	Guaranteed percentage38, 40
Due date	Guarantor33
Due date extension	
Duty to notify55	Imminent loss
	Indemnification19
Each and every first loss	Indemnity amount
Effective date	Insolvency51
Endorsement	Insured27, 28, 29
Excess insurance	Insured buyer obligation29
Excess of loss	Insured client
Exchange risk51	Insured obligation
Expense ratio	Insured percentage38, 40
Export credit insurance39	Insured transaction
Exposure	Insured transactions report57
Extension of due date	Insurer29
Extension period	Insurer's maximum liability
	Irrevocable letter of credit
FAC	
Facultative (re)insurance	Joint insurance
Financial Guarantee	Joint insured
First order cover24	Joint insurer

Key buyer	Named insured	29
Key customer	Natural disasters	51
Key debtor33	NBI	30
	No claims bonus	58
Limit underwriting	No claims credit	58
Loss payee	Non acceptance of goods	52
Losses occurring policy39	Non-binding indication	30
Low claims bonus	Non-cancellable limits	
	Non payment risk	20
Main insured30	Non qualifying loss	18, 20
Main insurer	Non-vetting limit	
Major Debtor Cover33	Notice of Claim	17, 20
Manufacturing period39	NQL	20
Maximum credit terms46		
Maximum extension period46	Offer of cover	50
Maximum liability40	Overdue account	55
Maximum payment terms46		
Maximum pre-credit risk period46	Partial acceptance of a limit	24
Maximum Sum Insured23, 40	Past due account	55
Mean delivery date46	Payment default	19,52
Mean length of credit46	Payment term	45,47
Medium-term business47	Pending order	37
Minimum premium58	Percentage of cover	38,40
Minimum retention	Policy clause	28
Moratorium51	Policy currency	31

Policy deductible	Rescheduling21
Policyholder	Reservation of title40
Policy limit23, 40	Retained risk
Political risk52	Retention
Post-shipment risk	Retention of title40
Pre-credit risk49, 53	Risks Attaching policy41
Pre-invoicing expenses18	ROT40
Premium	Run-in cover41
Pre-shipment risk	Run off cover41
Primary insured29	
Private buyer33	Salvage
Private debtor33	Self insured percentage37, 42
Private individual34	Shipment43
Profit share	Shipment report57
Protracted default53	Short-term business47
Public buyer34	Single buyer cover
	Single debtor / Single risk cover41
Quota-share treaty61	Specific account
Quotation (non-binding)30	Subrogation
Quote (non-binding)30	
	Third country risk42
Recoveries59	Threshold
Renewal	Top-up cover
Repudiation	Transaction date37
Repudiation of cover	Transactional cover

Transfer delay	
-	
Underwriting ratio	
Uninsured percentage	
Unnamed buyer35	
Unnamed debtor	
Unspecified customer35	
Waiting period	
War	
Whole turnover policy	
Work in process	
XL61	
XoL	

Notes

Notes

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