SERV General Terms and Conditions – Letter of Credit Confirmation Insurance

GTC LC, version 5.0
valid as of 01.06.2026

The General Terms and Conditions for Letter of Credit Confirmation Insurance (GTC LC) issued by Swiss Export Risk Insurance SERV shall apply to the extent that individual regulations are not expressly excluded or amended by special conditions in the insurance policy. The GTC LC shall apply within the scope of the Swiss Export Risk Insurance Act (SERVG, SR 946.10) and the Swiss Export Risk Insurance Ordinance (SERV-V, SR 946.101) in the version in force on the date the insurance is granted. These GTC LC and other terms and conditions of SERV shall not grant the policyholder any rights beyond those set forth in the SERVG and the SERV-V.

1 Object and Scope of the Insurance

1.1 The insurance shall cover the fulfilment of the following principal claims of the policyholder from letter of credit transactions against the bank opening the letter of credit (debtor) for loan amounts paid to the exporter upon receipt of the documents set forth in the letter of credit, up to the maximum amount set forth in the insurance policy:

1.1.1 the claim to reimbursement against the issuing bank for the amount paid under the letter of credit to the exporter, if the policyholder has confirmed the letter of credit by order of the issuing bank; or

1.1.2 the claim to payment from the letter of credit against the issuing bank that the policyholder gained by way of legally effective assignment from the exporter, if the policyholder has silently confirmed the letter of credit for the benefit of the exporter.

1.2 The insurance shall also cover claims that replace the claims originally agreed by reason of agreements made in the export contract or for other legal reasons.

1.3 Contractual claims for reimbursement for ancillary financing costs and interest claims up to maturity (ancillary claims) shall be insured up to the maximum amount set forth for this purpose. In addition, the claim for default interest shall be insured for a period of one month starting from the maturity of an insured principal claim.

1.4 Claims for damages, penalties, compound interest and currency losses as primary risks of insured foreign currency claims shall not be covered by the insurance.

2 Liability Period

2.1 The liability for the insured risks shall begin:

2.1.1 upon confirmation of the letter of credit by order of the issuing bank; or

2.1.2 upon confirmation for the benefit of the exporter.

2.2 If joint liability of third parties or other collateral is documented in the insurance policy, the collateral shall be provided before the beginning of the risk. Otherwise, the liability will only begin when the documented collateral is provided in full.

2.3 If risk aggravating factors occur, SERV may at any time give notice that any liability is excluded for letters of credit for which the policyholder has not yet assumed any liability to the exporter through confirming the letter of credit at the time the policyholder receives the notice.

2.4 SERV's liability shall expire:

2.4.1 upon fulfilment of the insured claim; or

2.4.2 if an insured claim or the claims to compensation under the insurance are assigned without the consent of SERV.

3 Insured Risks

3.1 Political Risk

3.1.1 The insurance covers the risk that settlement of an outstanding insured claim is impossible at maturity as the direct result of political causes.

3.1.2 Political causes shall be deemed unforeseeable, extraordinary measures of foreign states, war or warlike events, revolution, annexation or civil unrest abroad, as well as Swiss government measures.

3.2 Transfer Risk and Payment Moratorium

3.2.1 The insurance covers the risk that amounts that the debtor has paid in for transfer to the policy-holder may, at maturity of the claim, not be converted to the agreed currency or not be transferred to the policyholder as a direct result of impairments to international payment transactions.

3.2.2 A payment moratorium causes the insured default of a claim if the debtor is unable to pay the claim at maturity due to an official or statutory payment prohibition.

3.3 Force Majeure

3.3.1 The insurance covers the risk of inability to fulfil an insured claim at maturity directly due to force majeure.

3.3.2 Force majeure shall be deemed events such as hurricanes, floods, earthquakes, volcanic eruptions, flood tides, and nuclear accidents outside Switzerland.

3.3.3 SERV's liability for force majeure is subject to the condition that the policyholder was unable to insure this risk with private insurance companies at market conditions prior to the beginning of the risk.

3.4 Payment Risk (Del Credere Risk)

The insurance covers the risk that an insured claim is not paid at maturity due to the debtor's unwillingness or inability to pay.

4 Event of Loss

4.1 The event of loss shall occur upon expiry of a waiting period of one month from the occurrence of an insured risk.

4.2 If joint liability of third parties is documented in the insurance policy, the event of loss shall only occur if, with respect to the jointly liable third party, an insured risk has also occurred, and the waiting period has expired.

5 Conditions for Indemnification

5.1 Payment of the indemnity shall be subject to the conditions that:

5.1.1 the insured claim and the joint liability of third parties as documented in the insurance policy are legally valid, due, and free of any defences and objections;

5.1.2 an insured risk occurred, a loss was incurred, and a causal connection exists between the occurrence of the risk and the loss;

5.1.3 there are no legal obstacles to the assertion and enforcement of the insured claim in the country of the debtor and jointly liable third party, that were already known upon conclusion of the contract(s) on which the claim and joint liability are based, or would have been known if the required attention had been paid;

5.1.4 there are no reasons for exclusion of indemnification; and

5.1.5 the waiting period has expired and the request for indemnification was submitted within the forfeiture period of two years from the occurrence of the last documented due date for the principal claim (Art. 17 para. 1 SERV-V).

5.2 The request for indemnification shall enclose all the documents required to establish the conditions for indemnification. The policyholder shall bear all costs for proving that the conditions for indemnification have been met.

5.3 If the claim for which indemnity is requested or any joint liability of third parties as documented in the insurance policy is disputed, SERV may request that proof of existence of the claim, maturity, and absence of defences and objections be established by judgement of the court having competent jurisdiction. The same shall apply if the existence of legal obstacles is known.

5.4 Indemnity payments shall be excluded as long as the existence of the conditions for indemnification is not established.

6 SERV's Option Right

6.1 If the entire balance of the insured claims becomes due immediately by operation of contractual or statutory regulations (early occurrence of maturity), SERV shall nevertheless be entitled to pay the indemnity in accordance with the originally agreed payment terms and maturities as documented in the insurance policy.

6.2 In the event of an early occurrence of maturity, SERV may provide indemnification at any time before the originally agreed maturities.

7 Calculation of the Indemnity

7.1 SERV will determine the number of indemnifiable claims under consideration of all payments made by the debtor or payments received from collateral eligible for allocation.

7.2 If the policyholder has several open claims from his business relationship with the debtor, payments will be applied as follows:

7.2.1 Unallocated payments made by the debtor will be applied to insured and uninsured claims in the order of their maturity.

7.2.2 If insured and uninsured claims fall due at the same time, application will take place on a pro-rata basis.

7.2.3 In the event of allocated payments from the debtor made towards uninsured claims falling due later than insured claims, the payment will be fully applied to insured claims with an older maturity. The policyholder can refute the presumption that he influenced the debtor's repayment instructions.

7.3 Proceeds from the realisation of collateral, payments by third parties and other pecuniary advantages that the policyholder receives in connection with the non-payment of the insured claim shall be applied in accordance with clause 7.2 above.

7.4 The insured credit amount remaining after the payments have been applied shall be multiplied by the cover ratio set forth in the insurance policy.

8 Indemnity Currency

8.1 The indemnity shall be paid in the currency set forth in the insurance policy (indemnity currency).

8.2 If the foreign currency is not available on the foreign exchange market, the indemnity shall be converted into Swiss francs at the most recent rate quoted on the foreign exchange market.

8.3 If the policyholder applies for the indemnity payment in Swiss francs, the conversion shall occur as of the last rate quoted on the foreign exchange market on the day prior to the indemnity payment.

9 Payment of the Indemnity

9.1 SERV will decide on the request for indemnification within one month from the submission of all documents required for proof of the conditions for indemnification.

9.2 It will pay an indemnity within 30 days from its decision.

9.3 Any costs for payment to an account outside Switzerland shall be borne by the policyholder.

10 Transfer of Claims and Rights

10.1 Upon payment of the indemnity, all rights to the insured claims, ancillary claims, and collateral shall be subrogated to SERV in the amount of the indemnification paid.

10.2 The policyholder shall perform all legal acts necessary for the subrogation of such rights upon request by SERV.

10.3 If the subrogation of rights is not possible under the authoritative legal relationship and SERV waives the subrogation of rights for the time being, the policyholder shall hold such rights in trust for SERV.

11 Legal Action and Cost Contribution

11.1 Notwithstanding any subrogation of rights, the policyholder shall remain obliged to take any measures for recovering or realising assets and mitigating the loss.

11.2 SERV shall contribute proportionally to all appropriate and reasonable costs and expenses incurred by the policyholder with the consent of SERV after the event of loss has occurred, and that are not part of normal business or collection activities.

11.3 In exceptional cases, SERV may also contribute to the costs of loss-avoidance or mitigation measures taken before the event of loss occurred, if it consented to a respective request. SERV may make consent dependent on the fulfilment of restrictions and conditions.

12 Debt Rescheduling and Restructuring

12.1 SERV is entitled to conclude debt rescheduling agreements with the debtor country for insured claims and to include the policyholder's deductible, uninsured ancillary claims and uninsured portions of only partially insured claims. The policyholder, his legal successor, or assignees shall accept these agreements as if they had consented thereto.

12.2 SERV is entitled to agree to concessions on interest and to release debt or provide debt relief of up to 100 percent, also at the expense of the included claims of the policyholder. SERV may also accept currencies other than the one originally agreed. The policyholder is bound to the conversion rate agreed in the debt rescheduling agreement with respect to all claims included.

12.3 Upon request, SERV may include uninsured claims in a debt rescheduling agreement. It may subject this to the payment of additional premiums.

12.4 The aforesaid principles apply by analogy to restructuring agreements with private debtors.

12.5 The settlement of losses by debt rescheduling and restructuring agreements is governed by Art. 31 para. 4 SERVG and Art. 24 SERV-V. Disadvantages, particularly lost interest income or any costs that the policyholder incurs due to premature repayments accepted by SERV, shall not be reimbursed.

12.6 SERV shall forward payments received under a debt rescheduling or restructuring agreement to the policyholder in proportion to the cover ratio.

12.7 The claim of the policyholder to indemnity from the insurance is not affected by the inclusion of the insured claim in the debt rescheduling and restructuring agreements concluded by SERV.

13 Obligations of the Policyholder

13.1 The policyholder shall fully and correctly disclose all circumstances material to the acceptance of the insurance and entitlement to indemnity. Any changes of such circumstances shall be notified to SERV without delay.

13.2 Swiss or foreign legal provisions shall not be violated in connection with the conclusion or processing of the letter of credit transaction.

13.3 Upon carrying out the letter of credit transaction, the policyholder may substantially deviate from the facts documented in the insurance policy only with the consent of SERV. In addition, the policyholder may waive any collateral that exists only with the consent of SERV, even if the collateral is not documented in the insurance policy.

13.4 The policyholder shall, without delay, inform SERV of any material breaches of obligations by the debtor as well as the occurrence of any risk aggravating factors and an event of loss. The occurrence of risk aggravating factors shall be assumed if the debtor submits a request for extension or if other information is available about a general deterioration in the financial situation of the debtor or any jointly liable third party.

13.5 The policyholder shall, with all due care required by sound banking practice, take all appropriate and necessary measures to avoid an event of loss or to mitigate any loss. The policyholder shall follow any instructions from SERV in this regard without delay.

13.6 Upon occurrence of an event of loss, the policyholder shall inform SERV of any defences and objections that the debtor or any jointly liable third party raise against the debt in default.

13.7 SERV shall be informed at any time upon request of the and the execution status of the export transaction, and of any other circumstances that could be material to the insurance.

13.8 The policyholder shall grant SERV or its authorised representative access to books, records and other documents that could be material to the insurance.

13.9 The policyholder shall keep confidential all information that he receives in connection with SERV's decision concerning the creditworthiness of the debtor or jointly liable third party.

14 Exclusion of Indemnification

14.1 No indemnification shall be paid if the policyholder is in breach of any of his obligations and SERV comes to the conclusion that it would not have granted insurance cover at all or not to the same extent if the policyholder had fulfilled its obligations, or that such a breach of obligations has caused or threatens to cause a loss.

14.2 Indemnification shall not be excluded if the policyholder establishes that the breach of obligations was not its fault. In all other respects, SERV may partially or wholly waive its right to exclude indemnification in consideration of the circumstances of the specific case.

14.3 Indemnification shall be excluded:

14.3.1 in the event of late payment of the premium, if an insured risk already occurred prior to the payment of the premium; or

14.3.2 if any infringement of Swiss or foreign laws occurred when the letter of credit transaction was concluded or processed.

14.4 Any further claims of SERV due to the policyholder's breach of obligations shall remain unaffected.

15 Recoveries and Repayments

15.1 The policyholder shall promptly notify SERV of all payments eligible for offsetting, any proceeds from the realisation of collateral and other assets, and other pecuniary advantages received in connection with the event of loss after the indemnification has been paid (recoveries), and shall transfer such recoveries to SERV on a pro-rata basis in proportion to the cover ratio.

15.2 If, after the indemnification has been paid, it emerges that the conditions for indemnification were not fulfilled or subsequently ceased to exist, the indemnity paid shall be refunded, along with any costs of legal action reimbursed by SERV.

15.3 SERV's claim to have recoveries transferred according to clause 15.1 shall bear interest from the date of receipt of the recoveries. Repayment claims according to clause 15.2 shall bear interest from the date the indemnity or cost contribution is paid, but no later than the date on which the conditions for indemnification ceased to exist.

16 Premiums

The SERV premium tariff in effect at the time the insurance is granted shall apply to premiums and any reimbursement of premiums paid.

17 Assignment of the Insured Claim

17.1 The insured claim may only be assigned together with the claims from the insurance. The assignment is subject to the consent of SERV. SERV may make its consent conditional upon the fulfilment of special conditions.

17.2 The legal relations between SERV and the policyholder shall remain unaffected by the assignment.

18 Termination of the Insurance

18.1 SERV may terminate the insurance if

18.1.1 the policyholder violates the insurance to such a degree that SERV can in good faith no longer be expected to continue the insurance, or

18.1.2 the policyholder breaches its obligations under the insurance in any other way, in particular by falling into arrears on its premium payments, and SERV has requested that the breach be remedied within a set deadline and notified that it will terminate the insurance if the breach is not remedied by the time the deadline expires.

18.2 The policyholder may terminate the insurance at any time without observing any notice period.

19 Official secrecy and data protection

19.1 The information provided by the policyholder during the insurance relationship and through the insurance application is protected by the obligation to maintain official secrecy (Art. 320 Swiss Criminal Code) to the extent of the protection this provision provides. The personal data of natural persons are also protected by the Data Protection Act (FDAP) and those of legal entities by the Government and Administration Organisation Act (GAOA).

19.2 The policyholder has taken note of the information on the disclosure by SERV to third parties of protected information about export and financing transactions, which is available on the SERV website (www.serv-ch.com/disclosure-information).

19.3 The policyholder consents to the disclosure of confidential information and protected data by SERV to supervisory authorities and third parties in connection with the conclusion and processing of insurance transactions and for the purposes of international collaboration, in the event of overriding interests and for the electronic administration of insurance applications and insured transactions.

19.4 The policyholder releases the third parties contacted by SERV from their obligation to maintain official secrecy and/or professional confidentiality and consents to data processing in order to allow the exchange of information with SERV in the context of the subject matter and purpose of this declaration of consent. At the request of the third party, the undersigned shall provide separate releases and declarations of consent.

19.5 Should email be used for certain purposes, the policyholder authorises SERV to conduct such correspondence using neither encryption nor a digital signature.

20 Miscellaneous

20.1 The following requirements of formality shall apply:

20.1.1 The issuance of the insurance commitment in principle and the insurance policy, including any amendments thereto, as well as all declarations by SERV shall require the written form.

20.1.2 All applications, notifications and declarations by the policyholder shall be submitted to SERV in writing or in another form that ensures the identification of the sender and the integrity of the content, and that records the time of transmission of the content.

20.2 The federal administrative law of Switzerland applies. The Federal Administrative Court shall have sole jurisdiction over disputes in connection with this insurance. Notwithstanding and without prejudice to the foregoing, SERV shall also be entitled to bring action against the policyholder at any other court having competent jurisdiction if the policyholder has a registered office abroad.