



本商品經本公司合格簽署人員檢視其內容業以符合保險精算原則及保險法令,惟為確保權益,基於保險業與消費者衡平對等原則,消費者仍應詳加閱讀保險單條款與相關文件,審慎選擇保險商品。本商品如有虛偽不實或違法情事,應由本公司及負責人依法負責。  
保戶查詢其投保及最近一期繳費狀況專線:(02) 2577-5797

## 科法斯產物貿易信用保險新增融資銀行為 被保險人附加條款

108.03.29 科保字第 1080022 號函備查

### TRADELINER ADDITIONAL INSURED ENDORSEMENT

**In accordance with the provisions of article 11 of the General Terms of the Insurance Contract all Parties agree to the following:**

Whereas the Insured and the Insurer have entered into an Insurance Contract No. [\*], (referred to as the "Insurance Contract") whereby the Insurer covers the risks of non-payment of the debts (as defined in the Insurance Contract) of buyers of the Insured.

Whereas the Insured and the Bank have signed on [\*] a [\**Financing Agreement*] (the "Facility Agreement") whereby the Bank purchases or will purchase some of the covered debts in full title and ownership and without recourse from the Insured (the "Purchased Debts"),

Whereas the Parties to this Endorsement hereby agree to amend the Insurance Contract as follows:

#### **Article 1 - Benefit of the Insurance Contract in respect of Purchased Debts**

1.1. The Parties to this Endorsement agree that, by signing this Endorsement, the Bank shall be considered as insured and beneficiary of the Insurance Contract in relation to the Purchased Debts, from the date of their valid purchase by the Bank after the entry into force of this Endorsement.

1.2. By acquiring all rights and obligations on the Purchased Debts and signing this Endorsement, the Bank becomes insured for the Purchased Debts in accordance with and subject to the terms and conditions of the Insurance Contract.

1.3. The Special Terms, the General Terms, the present Endorsement and the Application Form are part of this Insurance Contract, and by signing the Endorsement hereby, the Bank declares having full knowledge and accepting all their terms and conditions as amended herein. In particular, the Bank understands and agrees that, pursuant to Article 11 of the General Terms, it shall not transfer the Purchased Debts nor its rights to receive payment of indemnities to a third party without the prior written consent of the Insurer.

1.4 For avoidance of doubt, it is expressly agreed that the Bank is insured for Purchased Debts only; debts entering into the scope of the Insurance Contract which shall not be purchased by the Banks and/or debts

COMPAGNIE FRANÇAISE D'ASSURANCE POUR LE COMMERCE EXTERIEUR, TAIWAN BRANCH  
A5, 6F, NO. 16, SEC. 4, NANJING E. RD., TAIPEI 10553, TAIWAN R.O.C.  
法商科法斯產物保險股份有限公司台灣分公司 - 10553 台北市松山區南京東路四段 16 號 6 樓 A5 室  
電話: +886 2 2577 5797 - 傳真: +886 2 2577 5795  
taipei@coface.com - www.coface.com.tw



which are not yet purchased by the Bank (hereinafter the “Non-Purchased Debts”), will remain covered to the benefit of the Insured only, in accordance with the terms and conditions of the Insurance Contract.

1.5 The benefit of the cover of the Insurance Contract to the Bank as provided above is subject to the full and valid purchase of the Purchased Debts by the Bank. Any Purchased Debt for which the purchase is not valid or enforceable against the buyer is excluded from the scope of cover of the Endorsement.

1.6 The Insured or the Bank shall not unilaterally terminate or modify this Endorsement without prior written consent of the other Parties. Any modification to this Endorsement shall be in writing.

1.7 The present Endorsement is an amendment to and constitutes an integral part of the Insurance Contract. All other provisions of the Insurance Contract (including, but not limited to, the General Terms, Special Terms and options), still remain in force (to the extent the present Endorsement does not provide otherwise).

## **Article 2 - Policy management**

2.1. Notwithstanding the purchase in full title and ownership of the Purchased Debts by the Bank, the Bank hereby declares and grants to the Insured an irrevocable mandate to manage on its behalf the Insurance Contract in relation to the Purchased Debts (hereinafter referred to as the “Mandate”). The Insured hereby expressly accepts, fully and without reservation, this Mandate.

In accordance with this Mandate the Insured will be solely in charge of managing the Insurance Contract in relation to Purchased Debts, on behalf of the Bank. For avoidance of doubt, the Insured also remains solely in charge of managing the Insurance Contract in relation to Non-Purchased Debts.

2.2 In accordance with the Mandate, any and all act of management of the Insurance Contract in relation to Purchased Debts will be solely and exclusively performed by the Insured: the Insured will be in charge of complying with time limits provided in the Insurance Contract, addressing the credit decision request, notification of overdue account, adverse information, and any other obligations arising out of the Insurance Contract, to the Insurer on behalf of the Bank.

*[2.3 The Bank has the right to terminate the Mandate at any moment provided that the Bank informs the Insurer in writing by letter with acknowledgement of receipt with a 5-working days notice period.*

*In such a case, after termination of the Mandate, the Insured will not be entitled to act in relation to the Purchased Debts cover any more and the Insured will only remain liable only for the management of the Insurance Contract in relation with the Non-Purchased Debts.*

*Accordingly, upon termination of the Mandate, the Bank will be solely authorized and liable for managing the Insurance Contract in relation to Purchased Debts.]*



*[2.4 As an express provision, it is agreed that the Mandate granted to the Insured excludes the collection of indemnities to be paid by the Insurer in relation to Purchased Debts: in case of indemnification in relation to Purchased Debts, the Insurer hereby agrees to pay the said sums exclusively on the bank account of the Bank and not to the Insured (for avoidance of doubt, it is reminded that indemnities related to Non-Purchased Debts will be paid by the Insurer on the bank account of the Insured as insured for the Non-Purchased Debts).]*

### **Article 3 - Co-insurance liability**

3.1. The Insured and the Bank are jointly liable for their respective rights and obligations under the Insurance Contract.

3.2 The Bank hereby expressly acknowledges and agrees that any act and/or omission of the Insured under the Mandate will be binding upon the Bank.

Any notification made by the Insurer to the Insured pursuant to the Mandate will be deemed made to the Bank. Conversely, any notification made by the Insured to the Insurer under the Mandate will be deemed made by the Bank.

### **Article 4 - Indemnification**

4.1 –If the entirety of the debts on a buyer qualifies as Purchased Debts:

4.1.1 The Insured (pursuant to the Mandate) [or the Bank (in case of termination of the Mandate)] shall inform the Insurer in the notification of overdue account whether the debts on the buyer qualify as Purchased Debts and provides the Insurer with the supporting documents evidencing the purchase of the Purchased Debts in full title and ownership by the Bank.

4.1.2 In accordance with the provisions above, the Insurer agrees to make the claim payments in relation with Purchased Debts (if any) to the banking account of the Bank. The subrogation of the Insurer in Bank's rights will be deemed effective from the date of payment on the banking account of the Bank.

4.2 –If the entirety of the debts on a buyer qualifies as Non-Purchased Debts:

4.2.1 The Insured shall inform the Insurer in the notification of overdue account that the debts on the buyer constitute Non-Purchased Debts.

4.2.2 The indemnification (if any) will be paid on the bank account of the Insured.

4.2.3 If it appears after payment of indemnities that any debt is a Purchased Debt but the Insurer was not notified accordingly by the Insured or the Bank, the Insured undertakes to immediately transfer the amount of indemnities paid to it on the bank account of the Bank. The Parties hereby agree that the Insurer shall not be liable towards the Bank for the payment made in accordance with an incorrect declaration of the

**COMPAGNIE FRANÇAISE D'ASSURANCE POUR LE COMMERCE EXTERIEUR, TAIWAN BRANCH**

**A5, 6F, NO. 16, SEC. 4, NANJING E. RD., TAIPEI 10553, TAIWAN R.O.C.**

法商科法斯產物保險股份有限公司台灣分公司 - 10553 台北市松山區南京東路四段 16 號 6 樓 A5 室

電話: +886 2 2577 5797 - 傳真: +886 2 2577 5795

taipei@coface.com - www.coface.com.tw



Insured to the Insurer. In such a case, the subrogation of the Insurer into the Bank's rights will be deemed effective from the date of payment on the bank account of the Insured.

4.3 – If only a part of the debt on a buyer qualifies as Purchased Debts or if there is no mention on the notification of overdue account whether debts qualify as Purchased or Non-Purchased Debts:

4.3.1 The Parties hereby agree that the indemnities will only be paid by the Insurer on the bank account of the Bank only, the latter being solely responsible for allocating the sums to the Purchased and Non-Purchased Debts and to pay corresponding amounts to the Insured. The Parties hereby agree that the Insurer shall bear no liability whatsoever for such reallocation and/or repayments. The obligations of the Insurer will be deemed fulfilled as soon as the payment is made on the Bank's account. The subrogation of the Insurer into the Insured's and the Banks' rights will be deemed effective from the date of payment on the bank account of the Bank.

#### **Article 5 - Premium**

5.1. Starting from the date of entry into force of this Endorsement the Bank shall be liable for the payment of the premiums and all costs arising out of the Insurance Contract to the Insurer.

5.2. In accordance with the Mandate granted to the Insured, payment of any premium and all other costs shall be made by the Insured on behalf of the Bank.

5.3. However, in case of non-payment of premium, and/or any amount due under the Insurance Contract a notification will be sent to the Insured and to the Bank. The Bank will be entitled to pay the premium within 10 working days from such notification (hereinafter the "Cure Period").

Without payment by the Insured or by the Bank within the Cure Period, the premium and/or any amount due under the Insurance Contract shall be deemed unpaid and the Insurer may terminate the Insurance Contract in accordance with the terms and conditions of the Insurance Contract.

#### **Article 6 – Know your customer**

The Bank hereby agrees to comply with "know your customer" procedures requested by the Insurer in circumstances where the necessary information is not already available to the Insurer. The Bank shall supply (or procure the supply of), promptly on request of the Insurer, such documentation in order for the Insurer to carry out, and be satisfied that it has complied with, all necessary "know your customer" checks under all applicable laws and regulations.

#### **Article 7. Jurisdiction and applicable law**

7.1. Any dispute arising out of or in connection with this Endorsement will be settled by the Taiwan Taipei District Court which has competent jurisdiction.

7.2. This Endorsement shall be governed by and construed in accordance with the Laws of Republic of China.



## **Article 8. Miscellaneous**

8.1 This Endorsement shall be part of the Insurance Contract. The terms of the Insurance Contract not modified by this Endorsement remain in full force.

The terms and conditions of this Endorsement shall prevail in case of contradiction or conflict with any other provision of the Insurance Contract.

8.2. This Endorsement will be valid if it is sent back signed by the Insured and the Bank to the Insurer within 30 days of the date of issuance, as indicated below. If the Insurer does not receive it within that time period, it will be considered null and void.

8.3. This Endorsement shall remain in full force and effect until the earlier of the following date (i) express termination of this Endorsement by the Parties, or (ii) termination of the Insurance Contract, or (iii) termination of the Facility Agreement subject to the notification by the Bank to the Insurer



## 科法斯產物貿易信用保險新增融資銀行為被保險人附加條款

108.03.29 科保字第 1080022 號函備查

根據保險契約基本條款第11條的規定，所有訂約各方特此同意以下內容：

被保險人和本公司簽訂了保險契約，保單號碼[\*]（下稱“保險契約”），本公司承保被保險人對買家應收帳款，因買家債務不履行（如保險契約中所定義）之風險。

鑑於被保險人和銀行已簽署了[\*] [\*應收帳款融資協議]（下稱“融資協議”），銀行購買或將購買部分已承保應收帳款之全部所有權利，且對被保險人無追索權（下稱“被轉讓應收帳款”），

鑑於本附加條款訂約各方之同意，特此修改保險契約如下：

### 第 1 條 - 被轉讓應收帳款於保險契約之利益

1.1. 本附加條款訂約各方同意於簽署本附加條款後，被轉讓應收帳款應自有效轉讓給銀行之日起，將銀行視為保險契約規範下，於被轉讓應收帳款的範圍內享有與被保險人相同之權利及義務，並享有保險理賠之受益人地位。

1.2. 銀行應於取得被轉讓應收帳款項下之所有權利與義務並簽署本附加條款後，方可依據保險契約條款與條件之規定，於被轉讓應收帳款的範圍內享有與被保險人相同之權利及義務。

1.3. 特別約定、基本條款、本附加條款與要保書均為本保險契約之一部分，且銀行簽署本附加條款，即聲明其針對保險契約之所有條款與條件及其修訂內容完全知悉與瞭解，且接受該等條款與條件之相關規定。特別是，銀行瞭解並同意，根據基本條款第 11 條，未經本公司事先書面同意，銀行不得將購買應收帳款及其收取理賠金之權利轉讓給第三方。

1.4 為免疑義，簽約各方茲此明文同意，銀行僅限於被轉讓應收帳款範圍內享有與被保險人相同之權利與義務，另依據保險契約條款與條件之規定，保險契約範圍內不應轉讓給銀行及／或尚未轉讓給銀行之應收帳款（以下稱「非被轉讓應收帳款」）的利益，將維持屬於被保險人所有。

1.5 上述保險契約規範由銀行可得享有之利益，僅限於完整且合法有效地將被轉讓應收帳款轉讓給銀行後始生效力。任何未合法有效轉讓且無法對買家執行的轉讓應收帳款，為本附加條款之不保事項。

1.6 未經其他訂約各方事前書面同意，被保險人或銀行不得單方終止或修改本附加條款。保險契約之任何修訂皆須以書面為之。

1.7 本附加條款為保險契約之附約，且為構成契約不可或缺之一部分。保險契約所有其他條款（包括但不限於基本條款、特別約定與附加條款）仍維持完整效力（於此附加條款未另行規定之範圍內）。

### 第 2 條 - 保單管理

COMPAGNIE FRANÇAISE D'ASSURANCE POUR LE COMMERCE EXTERIEUR, TAIWAN BRANCH  
A5, 6F, NO. 16, SEC. 4, NANJING E. RD., TAIPEI 10553, TAIWAN R.O.C.  
法商科法斯產物保險股份有限公司台灣分公司 - 10553 台北市松山區南京東路四段 16 號 6 樓 A5 室  
電話: +886 2 2577 5797 - 傳真: +886 2 2577 5795  
taipei@coface.com - www.coface.com.tw





2.1. 儘管被轉讓應收帳款之完整及所有債權已移轉給銀行，銀行在此聲明，委任（不可撤回）被保險人代表銀行管理與支配保險契約中與被轉讓應收帳款有關的部分（以下稱「委任」），而被保險人在此完全且無保留地表示接受本委任。

依據本委任規定，被保險人將代表銀行單獨負責管理及支配保險契約中與被轉讓應收帳款有關之事宜。為免疑義，被保險人亦同時單獨負擔管理保險契約中與未轉讓應收帳款有關之事宜的相關責任。

2.2 依據本委任規定，將單獨且排他地由被保險人（以委任架構）管理及支配保險契約中與被轉讓應收帳款有關部分的任何和所有行為：被保險人將負責代表銀行遵守保險契約之相關時限約定、處理買家額度申請，以及通知買家帳款逾期、買家負面資訊以及與保險契約衍生之任何其他應通知本公司之義務。

[2.3 銀行有權於任何時間終止委任，惟限於銀行應於 5 個營業日前以書面信函並隨附確認回條通知保險人。

於此等情況下，被保險人經終止委任後，將無權針對被轉讓應收帳款於保險範圍採取任何行動，且被保險人僅需要負責管理與保險契約之非被轉讓應收帳款有關之事宜。

因此，於終止委任時，銀行將單獨成為被授權及負責管理及支配此保險契約中與被轉讓應收帳款有關之事宜。

[2.4 茲此明文規定，訂約各方同意，授予被保險人之委任不包括本公司應支付被轉讓應收帳款之理賠款項：若有被轉讓應收帳款之理賠款，本公司茲此同意將該等款項完全支付給銀行，而非被保險人（為免疑義，茲此提醒，與非被轉讓債務有關之理賠款，將由本公司支付給非被轉讓應收帳款之被保險人）。

### 第 3 條 - 共保責任

3.1. 被保險人依據保險契約規定享有之相關權利與負擔的相關義務，由被保險人與銀行共同負責。

3.2 銀行茲此明文確認且同意，被保險人依據委任關係而採取之任何行動及／或疏漏，皆將對銀行具有拘束力。

本公司寄發給受委任之被保險人或銀行的任何通知，皆將視為發給銀行之通知，同樣地，受委任之被保險人寄發給本公司的通知，亦將視為銀行發給之通知。

### 第 4 條 - 理賠

4.1 - 若買家債務之整體符合被轉讓應收帳款之資格：

4.1.1 被保險人（依據委任）或銀行（若終止委任）應以逾期帳款通知書通知本公司是否屬於被轉讓應收帳款，並向本公司提供銀行已購買被轉讓應收帳款全部所有權利之證明文件。

4.1.2 本公司依據上述條款之規定，同意將與被轉讓應收帳款（若有）有關的理賠款支付與該銀行的銀行帳戶。本公司向銀行取得之代位求償權利，應自理賠款支付至銀行帳戶之日起開始生效。

4.2 - 若買家債務之整體都歸類為非被轉讓應收帳款：

4.2.1 被保險人應於逾期帳款通知中，將買家債務構成非被轉讓應收帳款告知本公司。



4.2.2 理賠款（若有）將支付至被保險人之銀行帳戶

4.2.3 若於支付理賠款後，發現此應收帳款與被轉讓應收帳款實際有關，但是被保險人、銀行未據實告知本公司，被保險人保證應立即將該等理賠款項轉帳至銀行的銀行帳戶。契約當事人在此同意，本公司應無須為因被保險人發給本公司之錯誤聲明而支付之款項，對銀行負起任何責任。於此等情況下，本公司向銀行取得之代位求償權利，將自付款至被保險人帳戶之日開始生效。

4.3 - 若買家債務僅一部分符合被轉讓應收帳款，或未於逾期帳款通知中說明應歸類為被轉讓或非被轉讓應收帳款：

4.3.1 訂約各方茲此明文同意，本公司將僅會支付理賠款給銀行，且銀行必須完全負責依據被轉讓與非被轉讓應收帳款分配該等款項，以及將分配後之相關款項支付給被保險人。訂約各方亦同意，本公司應無須為此等再分配及／或還款事宜負擔任何責任，且應於本公司將款項支付至銀行之帳戶後，視為本公司已履行其義務。本公司自被保險人／銀行取得之代位求償權利，將自付款至銀行帳戶之日起開始生效。

## 第5條 保險費

5.1. 銀行應自本附加條款生效之日起，依據保險契約項下衍生與被轉讓應收帳款有關之保險費及有關的所有成本支付給本公司。

5.2. 依據被保險人所被授予之委任，被保險人應代替銀行支付與被轉讓應收帳款有關之任何保險費及所有成本。

5.3. 但是，若發生未支付保險費之情況，並／或保險契約項下其他未付金額，本公司將會同時發送通知予被保險人及銀行，而銀行將有權於通知日起 10 個營業日內支付保險費（以下稱“補正期間”）

若被保險人或銀行未於前述補正期間內支付此等款項時，保險費及／或任何保險契約到期款項視為未付，本公司得依據保險契約條款與條件之規定終止保險契約。

## 第6條 認識您的客戶

當本公司無法取得必要的資訊情況下，銀行特此同意遵守本公司要求的“認識您的客戶”程序。銀行應根據本公司的要求，即時提供（或促使供應）此類文件，以便本公司遵循所有準據法令要求，執行“認識您的客戶”的檢查。

## 第7條 管轄權與準據法

7.1. 因本附加條款而產生之任何爭議，將交由臺灣臺北地方法院（視為有合法管轄權）進行解決

7.2. 本附加條款悉以中華民國法律為準據法。

## 第8條 其他事項

8.1. 本附加條款應屬於保險契約之一部分。保險契約之條款中未因本附加條款而修改之部分，仍將維持完整之效力。

若本附加條款之條款、條件與保險契約之任何其他條款發生矛盾或衝突時，應優先適用本附加條款。





8.2. 本附加條款僅於被保險人及銀行於附加條款發出日起 30 日內簽署，並寄回本公司後始生效力。若本公司未於前述期間內收到簽署後之附加條款，則將視為該等附加條款自始無效。

8.3. 本附加條款應持續擁有完整的效力與效果，直至因下列情事發生而終止(以孰先發生者為準):

- (i) 訂約各方明文終止 或
- (ii) 保險契約效力終止時 或
- (iii) 融資協議終止(前提為銀行需通知本公司)

本譯本僅供參考，實際契約內容以本公司簽發之英文附加條款為準