



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單一受益人轉讓附加條款

108.03.29 科保字第 1080021 號函備查

TRADELINER LOSS PAYEE ASSIGNMENT

In accordance with the provisions of article 11 of the General Terms, the Parties hereby agree to the following:

Article 1

The Insured hereby assigns to the Bank the rights to payment of indemnities due by the Insurer to Insured for the debts covered under the Insurance Contract.

Article 2

The Insurer hereby accepts this assignment and agrees to pay all indemnities due to the Insured for the debts covered under the Insurance Contract to the Bank in accordance with the terms and conditions of the Insurance Contract and subject to the rights of third parties.

Article 3

The Bank hereby accepts this assignment and declares that it is fully aware of and accepts the terms and conditions of the Insurance Contract.

The Bank acknowledges and agrees that it is only entitled to the right of payment of indemnities payable by the Insurer to the Insured under the Insurance Contract and that the Insurer shall have the right to raise against the Bank any exception, set-off, default whatsoever which it is entitled to raise against the Insured. For the avoidance of doubt, the Bank shall not have any rights or interest whatsoever under the Insurance Contract other than its entitlement as a payee of the indemnities.

Article 4

The Insured acknowledges that this assignment and any obligations arising out of this LPA will not discharge him from any and all of its obligations under the Insurance Contract.

Article 5

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



The Insurer is authorized to disclose information regarding the Insured, any covered debt, and the Insurance Contract and this LPA to its head office, any of its subsidiaries or subsidiaries of its holding company, affiliates, representative and branch offices in any jurisdiction, and to the Bank (together with relevant party, the "Permitted Parties").

Article 6

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

This LPA is applicable to all indemnities to be paid by the Insurer starting from five days after the date of signature of this LPA until termination of this LPA.

Article 8

This LPA shall be governed by and construed in accordance with the laws of the Republic of China. The Taiwan Taipei District Court shall have jurisdiction to settle any dispute arising out or in connection with this LPA.

Article 9

This LPA is binding from the date hereof until the earliest of the following event of (i) termination of the LPA by written mutual consent of the Parties or (ii) termination of the Insurance Contract.

Any amendments to this LPA will have to be signed by the Parties.



科法斯產物貿易信用保險單一受益人轉讓附加條款

108.03.29 科保字第 1080021 號函備查

根據基本條款第11條的規定，雙方特此同意以下內容：

Article 1 -

被保險人在此同意將本保險契約對於保險人承保帳款之保險賠款請求權轉讓予銀行為受益人。

Article 2 -

本公司接受前述轉讓行為並同意依本保險契約約定，將本保險契約承保帳款之保險賠款給付予保險契約約定之受讓銀行，但以不侵害第三人權利為限。

Article 3 -

受讓銀行接受保險賠款請求權之轉讓，並充分知悉且接受本保險契約約定之所有條款。受讓銀行知悉且同意，其僅有權受讓本公司依本保險契約應付被保險人之保險賠款。保險人有權以對抗被保險人之事由，對抗受讓銀行，例如不保事項、抵銷或違約等任何抗辯。為避免疑義，除了作為保險賠償收款人的權利外，受讓銀行不享有保險契約下的任何權利或利益。

Article 4 -

被保險人了解簽署本賠款受益人轉讓條款(LPA)，並不因而免除其於保險契約項下所應履行之各項義務。

Article 5 -

被保險人同意授予本公司依本保險契約及賠款受益人轉讓條款(LPA)所提供之資料得揭露給科法斯集團、關係企業、各國分公司和受讓銀行(包括取得相關授權之第三方)。

Article 6 -

受讓銀行特此同意，於本公司要求時遵守“了解您的客戶”程序，特別是在本公司無法得知必要的資訊時。受讓銀行應根據本公司之要求，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“了解您的客戶”檢查。

Article 7 -

本公司基於賠款受益人轉讓條款(LPA)所適用之賠款給付，將自本賠款受益人轉讓條款(LPA)簽訂後5日起生效直到賠款受益人轉讓條款(LPA)終止之日。

Article 8 -

與本賠款受益人轉讓條款(LPA)所產生之爭議，將依照中華民國法令之規定辦理並以臺灣臺北地方法院為管轄法院。

Article 9 -

本賠款受益人轉讓條款(LPA)之效力，自本附加條款簽立日起算，至下列情事何者發生最早之日時終止：

i) 三方關係人書面終止本賠款受益人轉讓條款(LPA)

ii) 本保險契約終止時

任何賠款受益人轉讓條款(LPA)之變更須經三方關係人簽署方生效力



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