



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營建業保險附加條款

107.08.31 科保字第 1070080 號函備查

OPTIONS

COVER FOR BUILDING AND CONSTRUCTION INDUSTRY

1. Cover

In addition to the **Non-Payment** cover provided in your **Contract**, this option provides You with the **Construction Cover** for the **Construction Loss** suffered due to the occurrence of a **Construction Cause of Loss**. The **Construction Loss** corresponds to the **Construction Costs** incurred by You for the performance of a **Construction Contract**, when such **Construction Contract** is interrupted due to the occurrence of a **Construction Cause of Loss** preventing You from performing your contractual obligations as per your **Construction Contract**.

1.1 Scope of cover

1.1.1 Insurable costs

Costs insurable under this option are **Construction Costs**, incurred by You as per a **Construction Contract** covered by this **Contract** and defined as follows:

- a. costs related to goods necessary for the performance of the **Construction Contract** that have been delivered by You;
- b. costs related to applications for payment that have been approved for payment - in respect of **Construction Contracts** that require work and services performed to be certified and approved for payment by a quantity surveyor, architect (or similar professionally qualified person authorized to certify payment for work and services under the **Construction Contract**) acting on behalf of the **Buyer** or the main contractor but that has not been paid for by the **Buyer**.
The application for payment must be submitted within the *maximum application for payment period* specified in the Special Terms of this **Contract**;
- c. work done and services performed (or in progress) in accordance with the **Construction Contract**, where an application for payment has been made by You but has not been certified or approved for payment at the date of the **Insolvency** of the **Buyer**;



- d. variations to the **Construction Contract** (including “goods brought in”, “day work” and “work done on site”) provided that they have been properly instructed and authorized and correctly submitted within the application for payment;
- e. work done and services performed (or in progress) in accordance with the **Construction Contract** where an application for payment has not been made at the date of the **Insolvency** of the **Buyer**, provided (i) that the work done and services performed have been conducted within a maximum of 3 months prior to the **Insolvency** of the **Buyer** (ii) the value has been confirmed by the **Insolvency** practitioner or by a quantity surveyor or architect approved by us according to the conditions of the article 3.2.3 of this option.
- f. **Retention Monies** due subject to a maximum value of 10% of the total value of the **Net Debt** incurred during an *insurance period provided* the period of retention in the **Construction Contract** does not exceed the *maximum retention period* stated in the Special Terms.
- g. Sums falling due under an adjudicator's binding decision provided that the work done and services performed have been conducted during the period of this **Contract**.

1.1.2 Insurable causes of loss

Our cover shall apply to **Construction Costs** incurred by You and resulting to a loss after one of the following **Construction Cause of Loss** occurred:

- the **Protracted Default** only for covered costs listed in article 1.1.1 a and b;
- Your **Buyer's Insolvency** only for covered costs listed in article 1.1.1 c to g
- A **Natural Disaster** or a **Political Event** for **Sales Contracts** with **Buyers** located abroad, , provided that your **Contract** includes Political Event Cover option and/or Natural Disaster Cover option.

1.2 Exclusion of cover

- 1.2.1 In addition to the article 1.2.1 Excluded Debt of the General Terms, our cover shall not apply to:
- **Construction Contracts** with a delivery period longer than the *maximum delivery period*.
 - **Construction Contracts** that do not have an application for payment submitted within the *maximum application for payment period*;
 - Indirect costs and overheads that are not directly attributable to the performance of **Construction Contract** with the **Buyer**;
 - Pay-when-paid **Construction Contracts** - such contracts are excluded from the scope of this **Contract**. This exclusion also applies to any right that the **Buyer** may have to invoke pay-when-paid as a reason for **Non-payment** in the event of the **Insolvency** of the **Buyer's** employer;
 - In the event that this **Contract** is not renewed, any works and services performed that are not declared to Us in accordance with this option;
 - Any **Retention Monies** owed to you after the duration of this option;
 - Any **Retention Monies** relating to work undertaken prior to the start date of this option.
- 1.2.2 Our cover shall not apply to **Construction Costs**
- incurred after **Refusal** or **Cancellation** of the **Credit Limit**;
 - exceeding the **Construction Contract** value;
 - representing the profit margin of the **Construction Contract**.



1.2.3 Excluded causes of loss

Excluded causes of loss are the ones defined in the General Terms.

1.3 Commencement of cover

Our cover will start on the date of execution of the **Construction Contract**, provided that **Credit Limit** is in force on the **Buyer** beforehand.

If execution of the **Construction Contract** is subject to a pre-condition, **Pre-Shipment Cover** will only start on the date when such pre-condition is satisfied.

2. Risk management

2.1 Notification of Adverse Information

You shall notify us in writing of any **Adverse Information** you become aware of within the delay stated in the article 2.3 of the General Terms.. For the purpose of this option, any event you become aware of that could cause the due performance of the **Construction Contract** to be interrupted or delayed (including any potential legal proceedings before a Court or arbitration) shall be considered as an **Adverse Information**.

2.2 Credit Limit on the Buyer

(i) You must obtain a **Credit Limit** on the **Buyer** before the date of execution of the **Sales Contract** becomes effective. This option is not applicable where a **Credit Limit** has been determined by You within your Discretionary Limit.

[In your request for a (initial or revised) **Credit Limit**, You must specify that **Construction Cover** is requested ticking the dedicated box in your request.] The **Credit Limit** granted applies to execution of work under the **Construction Contract** that started after the date we received your request for such **Credit Limit**.

(ii) When **Construction Cover** is requested on a given **Buyer**, our **Credit Limit** sets the maximum amount covered by Us for such **Buyer**, whether for **Non-Payment** or for **Construction Cover**; accordingly, the amount of the **Credit Limit** shall include the **Outstanding** and the amount of **Construction Costs** defined in article 1.1.1 above. The maximum amount covered by Us for such **Buyer** for **Construction Cover** shall be calculated as the value of the work and services in progress risk (i.e. pre-application for payment and/or pre-certification value) plus the maximum outstanding balance, covering the credit risk.

(iii) Our **Credit Limit** may also set any specific conditions as may be applicable for the work and services in progress risk.

(iv) If the **Credit Limit** we grant is subject to your obtaining of a **Security**, the **Construction Cover** will be valid provided that you obtain and maintain a **Security** valid and enforceable.

2.3 Change in Credit Limit

In case of a **Reduction**, You will still be covered for your **Construction Costs**; accordingly, You shall continue to perform the works related to the **Construction Contract** and engage further **Construction Costs** necessary for the completion of the works. In case of a claim, such additional **Construction Costs** will be



integrated in the loss calculation and will be indemnified as part of your **Construction Loss** on the basis of the initial **Credit Limit** granted. In the case where the reduced **Credit Limit** is not sufficient to complete the performance of your contract, you will have the possibility during the *pre-shipment notification* period following our **Reduction** to request [through our *online system*] a specific **Pre-Shipment Binding Order Cover** covering the **Construction Costs** incurred up to the **Delivery** to the **Buyer**.

In case of a **Cancellation** of the **Credit Limit** before a **Construction Cause of Loss** stated in article 1.1 has occurred, You have the possibility during the *pre-shipment notification* period following our **Cancellation**, to request [through our *online system*] a specific **Pre-Shipment Binding Order Cover** covering the **Construction Costs** incurred up to the **Delivery** to the **Buyer**.

If we refuse such **Construction Binding Order Cover**, you shall send us a **Notification of Claim**

3. Indemnification

3.1 Notification of Claim and evidence of claim

3.1.1 Notification of Claim and Evidence of claim

In case of occurrence of a Pre-Shipment Cause of Loss, You must send us within [thirty (30) days] a **Notification of Claim** evidencing the amount of the **Construction Costs** and any element necessary for calculation of the **Construction Loss** as defined in article 3.2.1 below.

3.1.2 Our Decision

Upon occurrence of a **Construction Cause of Loss**, you must not continue to perform the **Sales Contract** nor, if applicable, use the supplies that are still in your possession without our prior written agreement.

Upon occurrence of a **Construction Cause of Loss**, we shall decide and notify You (i) either to continue the performance of the **Sales Contract**, (ii) or to interrupt it.

If we notify You to continue the performance of the **Sales Contract**, You shall continue to perform the **Sales Contract** and engage, with our prior agreement, further **Construction Costs** necessary for the performance of the **Sales Contract**. Such additional **Construction Costs** will be integrated in the loss calculation and will be indemnified as part of your **Construction Loss**;

If we notify You to interrupt the performance of the **Sales Contract**, You shall stop the **Sales Contract** performance; the **Construction Loss** calculation will be made on the basis of **Construction Costs** already incurred as of the date of occurrence of the **Construction Cause of Loss**.

3.2 Construction Costs indemnification

3.2.1 Indemnification level

The **Construction Loss** is the balance of the following calculation:

- on the debit side :
The amount of the **Construction Costs** (including if applicable the additional **Construction Costs** in case of continuation of the **Construction Contract** after the **Construction Cause of Loss** as per article 3.1.2).



Construction Costs paid for in any other currency than the *currency of the contract* must be converted at the *exchange rate* in force on the day of payment.

- on the credit side :
Incomes related to the **Construction Contract** such as but not limited to
 - ✓ pre-payments made by the **Buyer**,
 - ✓ **Proceeds** from the reselling of goods if applicable to a third party,
 - ✓ re-use value value of goods ready for **delivery**, goods under production, or procured materials if applicable,
 - ✓ proceeds from the selling-up of **Security**, and
 - ✓ the collection of any indemnities (other than those of this **Contract**).

Our indemnity will be the *insured percentage* of (i) the **Construction Loss** calculation within the limit of the **Credit Limit** granted on the **Buyer** or (ii) in case of **Construction Cover** and **Non-Payment Cover** on the same **Buyer**, the **Construction Loss** calculation within the limit of the remaining balance of the **Credit Limit** after indemnification of the **Non-Payment** cover.

3.2.2 Delay

Provided you have (i) duly complied with the terms of this **Construction Cover**, (ii) forwarded Us with evidences of the **Construction Contract**, and of the **Construction Costs**, within the specific *waiting period*, and (iii) We agree with your **Construction Loss** calculation, We shall indemnify You within thirty days of the expiration of the *waiting period*.

3.2.3 Expert investigation

In addition to article 12.2 of the **Contract**, in case of disagreement between You and Us with respect to the cause and/or the amount of the **Construction Loss** calculation described above, We reserve the right to appoint an expert who will prepare the **Construction Loss** calculation. You undertake to provide such expert with any and all information he may consider necessary and give him full access to your books and accounts.

Such expert opinion will be binding upon the parties on the cause and/or the amount of the **Construction Loss** calculation.

If the expert's **Construction Loss** calculation is equal or within [15%] of the amount of your **Construction Loss** calculation, We shall bear the expert's fees. If the expert's **Construction Loss** calculation differs by more than [15%] of the amount of your **Construction Loss** calculation the expert fees shall be borne by You.

4. Definitions

Construction Contract: written and binding construction agreement signed between You and your **Buyer**
Retention Monies: provision of the **Construction Contract** that enables a maximum of 10% of the **Construction Contract** price to be retained by a **Buyer** during a retention period.

Construction Loss: means loss suffered as defined in article [1] of this option;

Proceeds: the greater of (i) the actual value of resale of the goods or (ii) 50% of the initial **Construction Contract** value, whichever is the greater, as per article [3.2] of this option;

Construction Costs: means costs (including overhead costs and costs of a binding purchase order not yet delivered) which are (i) necessary for the performance of the **Construction Contract**, (ii) demonstrably allocable to the **Construction Contract** interrupted and (iii) justified on proper cost accounting principles (either on a work in progress basis or on a purchase of goods);

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

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Notification of Claim: your notification to Us of a claim as per article 3.1.1 of this option;

Construction Cause of loss: causes of loss covered by this Option as per article 1.1.2 of this option;

Construction Cover: cover provided to You as per this option;

Pre-Shipment Binding Order Cover: additional cover which may be granted as per article 2.3 of this option;

5. The other provisions of your **Contract** not contradicted by this option, apply mutatis mutandis to the **Construction Cover**.

Variables to include in the Special Terms for the option pre-shipment: Building and construction industry:

- a. The maximum application for payment period : [x] days from the calendar date when the work is done or the services performed
- b. Maximum retention period [x] days from the date of certification
- c. Specific waiting period : [x] days of the **Construction Cause of Loss** date
- d. *pre-shipment notification period*: [x] days from our **Reduction** or **Cancellation**
- e. the maximum delivery period: [x days] counted from the date the execution of the Construction Contract begins



科法斯產物貿易信用保險營建業保險附加條款

107.08.31科保字第1070080號函備查

1. 承保內容

除主保險契約所提供關於債務不履行的保障外，本附加條款是針對被保險人發生營建損害原因而產生的營建損失，提供營建保險保障。營建損失相當於被保險人為履行營建合約而產生的營建成本，係指被保險人發生營建損失原因而未能依據營建合約履行合約義務，導致營建合約中斷產生的成本。

1.1 承保範圍

1.1.1 可承保的成本

本附加條款承保的成本，為主保險契約涵蓋之每一營建合約產生的營建成本，並定義如下：

- a. 被保險人為履行營建合約已交付之必要商品的成本。
- b. 請求支付已核准款項產生的相關成本：營建合約要求由工料測量師、建築師（或依營建合約經授權核准支付工程款與服務款的類似專業資格人士）代表買方或主承包商驗證已履行的工程和服務並核准付款時，因請求該已核准、但是買方尚未支付款項所產生的成本。
付款請求書必須在本合約特別條款之最長請款期限內提出。
- c. 被保險人已依營建合約履行（或進行中）工程和服務，且已請款，但是在買方喪失清償能力之日尚未驗證或核准支付的款項。
- d. 營建合約變更（包括「進口商品」、「按日計酬」、「現場完成工作」），但是請款項目中之該變更必須已獲得適當指示和授權、並已正確提出。
- e. 依營建合約已履行（或進行中）的工程和服務，在買方喪失清償能力之日尚未請款，但是（i）該工程和服務已於買方喪失清償能力前最長 3 個月內完成，（ii）破產管理人或本公司核准的工料測量師或建築師已依本附加條款第[3.2.3]條制訂之條件，確認工作和服務的價值。
- f. 到期保留款不超過保險期間內產生之債務淨損失總額的 10%，而營建合約的保留期間不得超過特別條款記載的最長保留期間。
- g. 若工作和服務於本合約期間內完成，依法院判決所作成具拘束性決定之應付總額。

1.1.2 可承保的損失原因

本公司之承保範圍適用於被保險人因發生下列任一營建損失原因，所產生的營建成本和損失：

- 遲延給付僅適用第 1.1.1 條 a 和 b 項所列之承保成本。
- 被保險人之買方喪失清償能力僅適用第 1.1.1 條 c 至 g 項所列之承保成本。
- 所在地位於國外之銷售合約的買方發生政治事件或天然災害，且主保險契約包括政治事件附加條款及／或天然災害附加條款。

1.2 除外保險

1.2.1 除一般條款第 1.2.1 條的除外債權規定外，本公司的承保範圍不適用於：

- 交貨期長於最大交貨期的營建合約。
- 未於最長請款期間內提出請款的營建合約。
- 非直接因買方履行營建合約而產生的間接成本和經常費用。



-附條件支付 (Pay-when-paid) 營建合約不屬於本合約承保範圍。若買方之定作人喪失清償能力，本條款將排除買方引用附條件支付做為債務不履行之理由的任何權利。

-本合約未續保時，任何未依本附加條款向本公司提出申報的任何履行工程和服務。

-本附加條款期間後積欠被保險人的任何保留款。

-本附加條款起始日前已進行之工程的任何保留款。

1.2.2 本公司之承保範圍不適用於下列營建成本

- 信用額度遭到拒絕或取消後產生的成本。
- 超過營建合約價值的成本。
- 營建合約的利潤。

1.2.3 排除的損害原因

排除的損害原因，請參見一般條款之定義。

1.3 承保範圍之起始期

若本公司已事前核定買方的信用額度，則本公司之保險責任將自營建合約的簽訂日開始。

若營建合約是在完成先決條件後簽署，則裝運前保險將自該先決條件之完成日開始生效。

2. 風險管理

2.1 負面訊息通知

被保險人應於獲悉任何負面訊息五日內書面通知本公司。就本附加條款之目的而言，被保險人應將獲悉之可能會導致營建合約中斷或延誤履行的任何事件（包括任何法院訴訟程序或仲裁程序），均視為負面訊息。

2.2 買方的信用額度

(i) 被保險人必須於簽訂之銷售合約生效前，取得買方的信用額度，本附加條款不適用於被保險人在自訂信用額度範圍內所決定買方之信用額度。

[被保險人在申請（初次或更新）信用額度時，必須勾選申請書內要求營建保險的指定選項]。本公司授予的信用額度，適用於接獲被保險人之信用額度申請書之日後，依營建合約開始執行的工作。

(ii) 當特定買方要求營建保險時，無論債務不履行或裝運前保險，本公司將會為該買方設定最高信用額度，因此，該信用額度應包括未清償款項以及前揭第1.1.1條定義的營建成本。本公司之營建保險針對前述買方承保的最高金額，應依據進行之工作和服務的風險價值（亦即，請款前及／或驗證前價值），加上最高的未清償餘額，承保信用風險。

(iii) 本公司之信用額度得同時設定任何特定條件，且得適用於進行之工作和服務的風險。

(iv) 若本公司係根據被保險人取得之擔保品授予信用額度，則營建保險的信用額度，將在被保險人取得並維持有效和可執行擔保品的情況下持續有效。

2.3 變更信用額度

若信用額度降低，被保險人的營建成本仍可受到保障，因此，被保險人應繼續履行營建合約以及支出完成工作需要的營建成本。若提出索賠時，該額外營建成本將計算為損失，並依據原有授予之信用額度賠償被保險人部分營建損失。若信用額度降低不足以繼續履行營建合約，被保險人得於本公司降低通知後，於裝運前保險損失通知期間內，[透過本公司線上系統] 要求特定的裝運前約束力訂單保險，以保障交付買方產生的營建成本。



若信用額度在發生第1.1條營建損失前遭到取消，被保險人得於本公司取消通知後，於裝運前保險損失通知期間內，[透過本公司線上系統] 要求特定的裝運前拘束力訂單保險，以保障交付買方產生的營建成本。

若本公司拒絕提供該營建約束力訂單保險，被保險人應寄發索賠通知予本公司。

3. 理賠責任

3.1 索賠通知和索賠證據

3.1.1 索賠通知

若發生任何裝運前損失原因，被保險人應於[三十(30)天]內寄送索賠通知，以證明履約前成本金額，以及依據下述第3.2.1條規定提供計算損失的任何必備要件。

3.1.2 本公司的決定

被保險人於寄送索賠通知後，未經本公司事前書面同意，不得繼續履行銷售合約或使用被保險人持有的供應品。

本公司應於接獲被保險人的索賠通知後，立即通知被保險人(i)繼續履行銷售合約，或(ii)中止履行合約。

若本公司通知被保險人繼續履行銷售合約，被保險人得於經本公司事前同意下，繼續履行銷售合約和支出履行銷售合約需要的履約成本。該額外之履約成本將計算為損失，並視作被保險人營建損失的一部份進行賠償。

若本公司通知被保險人中止履行銷售合約，被保險人應停止履行銷售合約，而營建損失將會依據發生營建損失原因之日已發生的營建成本計算。

3.2 補償營建成本

3.2.1 賠償範圍

營建損失為下列公式計算的餘額：

* 借方包含之金額：

營建成本金額(包括依據第3.1.2條規定，在發生營建損失原因後，若被保險人繼續履行營建合約產生的額外營建成本)。

營建成本的支付幣別非本合約幣別時，應依付款當日的匯率轉換成本合約幣別。

* 貸方包含之金額：

營建合約的相關收入，例如但不限於

買方的預付款，

轉賣商品(若適用)予第三方的所得，

已準備交付商品或已採購原料(若適用)的再利用價值，

出售擔保品的所得，以及

收取的任何賠償(本合約補償除外)。

我們將依據(i)授予之買方信用額度範圍內計算的營建損失，或(ii)若營建保險和債務不履行保險的對象為同一買方時，在賠償債務不履行保險後剩餘的信用額度範圍內計算的營建損失之承保比例賠償。

3.2.2 遲延

若被保險人(i)已確實遵循營建保險的條款，(ii)在等待期間提交營建合約和營建成本證明予本公司，且(iii)本公司已同意被保險人的營建損失計算時，本公司將於等待期間屆滿後30天內賠償被保險人。



3.2.3 專家調查

除合約第 12.2 條規定外，若被保險人與本公司對於上述營建損失之原因及／或計算金額的意見分歧時，本公司有權指定一位專家計算營建損失，被保險人應同意提供所有之必要資訊予該專家，並授權專家查閱被保險人之帳簿和帳目。

該專家對於營建損失之原因及／或計算金額的意見，將對雙方具拘束力。

倘若專家計算之營建損失等於或不超過被保險人計算之營建損失金額的 [15%] 時，應由本公司擔專家之費用，若專家計算之營建損失與被保險人計算的金額相差超過 [15%]，則應由被保險人負擔專家之費用。

4 名詞定義

營建合約：被保險人與其買方簽訂之具拘束力的營建書面合約

保留款：營建合約規定提供之金額，買方據此可在保留期間最多可保留之營建合約價格的10%。

營建損失：係指本附加條款第 [1] 條定義之損失。

所得：係指 (i) 商品轉售的實際價值，或 (ii) 原始營建合約價值的 50%，以金額較高者為準，並依本附加條款第[3.2] 條決定金額較高者。

營建成本：成本(包括尚未交付的約束性採購訂單的間接費用和成本)係指 (i) 履行營建合約需要的成本，(ii) 明確可分配予經中止的營建合約，以及 (iii) 依據適當之成本會計準則（無論用在建工程或進貨原則）所計算者。

索賠通知：被保險人依本附加條款第 3.1.1 條將索賠事項通知本公司。

營建損失原因：本附加條款第 1.1.2 條承保的損失原因。

營建保險：本附加條款提供予被保險人的保障。

裝運前履約交易保險：依本附加條款第 2.3 條同意的額外保障。

5. 主保險契約的其他條款未與本附加條款規定抵觸之部分，應準用於營建保險。

特別條款內有關裝運前附加條款的變數：營建業

- a. 最長請款期限：完成工程或履行服務後[x]個日曆日
- b. 最長保留期間：自驗證日起[x]日
- c. 特別等待期間：營建損失發生日起[x]日
- d. 裝運前保險損失通知期間：自本公司降低或取消信用額度[x]天內
- e. 最長交付期間：自營建合約簽訂之日[x]天開始起算



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