



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保證付款保險附加條款

107.09.14 科保字第 1070090 號函備查

OPTIONS

DELCREDERE AGENT COVER

In addition to the **Non-Payment** cover provided in your **Contract**, this option provides you with cover for the **Sales Contract** entered into by You as a **Delcredere Agent**.

1. Scope of cover

1.1 Insurable Debts

As per this option, our cover applies to **Delcredere Agent Debts** provided that, at the date of **Delivery**, You have a **Positive Credit Decision** on the **Buyer**, in compliance with the article "Credit Decision" of the Special Terms.

1.2 Insurable causes of loss

Insurable causes of loss are the same as the ones of your **Contract**.

2. Exclusions

Exclusions of cover applicable to this option are the ones of your **Contract**.

In addition, this **Delcredere Agent Cover** does not apply to **Debts** related to **Sales Contract** where you do not act as **Delcredere Agent**.

3. Commencement of cover

Our cover shall start upon **Delivery**, provided that a **Positive Credit Decision** with respect to the **Buyer** is in force on the date of **Delivery**.

4. Risk management

As a **Delcredere Agent**, You shall act with the same degree of diligence and prudence as if You were acting for your own account. Notably, for avoidance of doubt, provisions of your **Contract** related to "risk management" are applicable to You acting as **Delcredere Agent** as if you were acting for your own account.



5. Delcredere Agent Debt Declaration and Premium

The **Delcredere Agent Cover Premium** is calculated by applying the *premium rate* stated in the Special Terms to the value of all the **Delcredere Agent Debts** declared as per your **Delcredere Debt Agent Declaration**.

6. Indemnification

In the event of a claim, You are required to provide Us with evidence:

- of the existence and the amount of your **Delcredere Guarantee** as per Your **Delcredere Agent Agreement**;
- of the payment to the **Principal** of the amounts due in application of your **Delcredere Agent Agreement**, as well as the date on which the payment was made;
- of the transfer of ownership of the **Delcredere Agent Debts** to your benefit within 30 days from your **Notification of Overdue Account**;
- that you used all legal means to seek for recovery of the amounts due in your name or, if necessary, in the name of the **Principal**.

7. Definitions

Delcredere Agent means an agent acting as per a **Delcredere Agent Agreement**;

Delcredere Agent Debts means **Debts** arising from **Sales Contracts** where you act as **Delcredere Agent**;

Delcredere Agent Cover Premium means the premium due for the **Delcredere Agent Cover** as per this option;

Delcredere Agent Cover is the cover provided to You as per this option;

Delcredere Agent Agreement, is a legally binding agreement entered into between You and your **Principal**, by which You undertake to (i) enter into **Sales Contracts** with **Buyers** for the account of your **Principal** and to (ii) guarantee the due payment of the sums due by the **Buyers**, where such guarantee is conditioned to the assignment of the **Debt** to You;

Principal means the supplier with whom you entered into a **Delcredere Agent Agreement** and for the account of whom you are acting as **Delcredere Agent**;

Delcredere Agent Debt Declaration means the amount of **Delcredere Agent Debts** (including VAT if applicable) declared in accordance with principles applicable to your activity declaration pursuant to article 6.1 of the General Terms of your **Contract**;

Delcredere Guarantee means the undertaking by which You guarantee to Your **Principal** the payment of the sums due by the **Buyers**.

8. The other provisions of your **Contract** not contradicted by this option apply mutatis mutandis to this **Delcredere Cover**.



科法斯產物貿易信用保險保證付款保險附加條款

107.09.14科保字第1070090號函備查

除主保險契約所提供關於債務不履行的保障外，本附加條款將承保被保險人做為保付代理人所簽訂的買賣契約。

1. 承保範圍

1.1 可承保的應收帳款

若本公司依據本附加條款承保保付應收帳款，則於交付日時，被保險人應遵循特別條款關於「授信決定」規定，為買方設定授信決定。

1.2 可承保的損失原因

可承保的損失原因，參見被保險人保險契約之一般條款第1.1 條的定義。

2. 除外責任

主保險契約的除外責任之約定適用於本附加條款。

此外，被保險人非保付代理人之買賣契約的應收帳款不適用於本附加條款。

3 承保範圍之始期

若買方之有效授信決定於交付日為正值時，本公司的保險責任將自交付起生效。

4. 風險管理

被保險人作為保付代理人，應善盡與本身利益相同程度之注意義務。為免疑義，若被保險人為本身利益而作為保付代理人時，適用主保險契約中有關「風險管理」的規定。

5. 保付應收帳款申報和保險費

保證付款險保費是依據被保險人保付應收帳款申報書內所申報的保付應收帳款金額，以及特別條款記載的保險費率計算。

6. 損害補償

被保險人應於申請理賠時，提供下列證明予本公司：

- 依據被保險人保付代理人合約而存在的保付擔保金及其金額證明。
- 依據被保險人保付代理人合約應支付予被代理人的金額及支付日期。
- 於被保險人提出逾期帳款通知起 30 日內，保付應收帳款的債權已移轉予被保險人。
- 被保險人以本身名義，運用所有法律途徑追償的金額，若有必要，可利用被代理之本人的名義為之。

7. 定義

保付代理人係指依保付代理合約辦理的代理人。

保付應收帳款係指被保險人做為買賣契約保付代理人之買賣契約產生的應收帳款。

保證付款險保費係指依據本附加條款內容，應繳交之保證付款險保險費。

保證付款保險係指依據本附加條款提供予被保險人的保障。



保付代理人合約係被保險人與被代理人簽訂之具法律效力的協議，被保險人應依據該協議，(i) 以被代理人名義與買方簽訂買賣契約，以及 (ii) 擔保買方積欠的應付金額，且應以將應收帳款債權移轉予被保險人做為擔保條件。

被代理之本人係指與被保險人簽訂保付代理合約，且被保險人為其利益而擔任保付代理人的供應商。

保付應收帳款申報書係指被保險人依據主保險契約之一般條款第 6.1 條規定，按適用的活動申報原則，申報保付應收帳款金額（若適用加值稅，則含之）。

保付承諾係指被保險人承諾，向被代理之本人擔保買方應支付的款項。

8. 主保險契約的其他規定未與本附加條款規定事項牴觸之部分，應準用於保證付款保險。

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