



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爭議帳款附加條款

107.08.31 科保字第 1070085 號函備查

OPTIONS

DISPUTED DEBTS

Notwithstanding the provisions of the General Terms of your **Contract**, pursuant to this option, We agree to provide You with a **Provisional Indemnity** in relation with **Disputed Debts**.

1. Principle

By derogation to article 1.2.1 d) of the General Terms, in case of a **Disputed Debt**, We agree to pay You a **Provisional Indemnity** in accordance with the provisions below, provided that :

- (i) all the terms and conditions of the Contract (other than article 1.2.1.d of the General Terms) are complied with,
- (ii) the **Dispute** reasonably appears not to be justified, and
- (iii) A **Positive Credit Decision** set by Us has been granted on the **Buyer**

2. Indemnification

2.1 Request for Provisional Indemnification

You shall, within [10] days from our notification to You that We suspended our cover for a given **Debt** due to a **Dispute** send Us a written request for payment of a **Provisional Indemnity**, with all documents evidencing (i) that the **Disputed Debt** corresponds to a firm order for **Delivery** in relation with the **Sales Contract** and (ii) that to your opinion the **Dispute** is not justified.

2.2 Provisional Indemnity level

We will calculate the amount of the **Provisional Indemnity** due as follows : The **Provisional Debt Indemnity** shall amount to the *Disputed Debt Insured Percentage* of (i) the **Net Debt** or (ii) of the **Positive Credit Decision** if the **Net Debt** exceeds the **Positive Credit Decision**. The **Provisional Collection Expenses Indemnity** is calculated in applying the *Disputed Debt insured percentage* to the **Collection Expenses** up to the cover ratio.

2.3 Date of payment

Provided that all the terms and conditions of this option are duly complied with, We shall pay You the **Provisional Indemnity** within 30 days of the expiration of the *waiting period*.



2.4 Maximum Provisional Indemnity

Each **Provisional Debt Indemnity** will be limited to a *maximum individual provisional indemnity amount*.

We shall pay a maximum of three (3) **Provisional Indemnities** of **Disputed Debts** per *insurance period*.

The total amount of **Provisional Indemnities** paid by Us with respect to **Disputed Debts** resulting from **Deliveries** made during a given *insurance period* shall not exceed the *maximum liability*, deduction made of all the indemnities paid by Us with respect to **Debts** and **Collection Expenses** resulting from **Deliveries** made during the same *insurance period*.

Each **Provisional Indemnity** paid by Us will be taken into account in the calculation of the *maximum liability*.

3. Collection

In addition to Article 4 of the General Terms of your **Contract**, You shall take any action to assist the *Debt Collection Agency* to settle the **Dispute** in your favour, to have your rights acknowledged and to secure payment of the **Debt**.

4. Final Indemnification

- If the **Dispute** is settled in your favour and your rights on the **Disputed Debts** are acknowledged in full, within the context of a **Binding Decision**, We will calculate the amount of the **Final Indemnity** due as follows: the **Final Debt Indemnity** is calculated as the *insured percentage* (i) of the **Net Debt** or (ii) of the **Credit Limit** granted by Us if the **Net Debt** exceeds the **Credit Decision**; the **Final Collection Expenses Indemnity** is calculated in applying the *insured percentage* to the **Collection Expenses** up to the cover ratio.

We shall pay You the difference between the **Provisional Indemnity** and the **Final Indemnity**.

- If the **Dispute** is not settled in your favour and your rights on the **Disputed Debts** are not acknowledged, You shall return to Us the **Provisional Indemnity** within 10 days after settlement of the **Dispute**.

- If the **Dispute** is settled and your rights on the **Disputed Debts** are partially acknowledged, We will calculate the amount of the **Final Indemnity** as follows:

- invoices considered for the **Net Debt** calculation will be the ones recognized by the **Binding Decision**;
- the **Final Debt Indemnity** will be calculated as the *insured percentage* (i) of the **Net Debt** (as amended above) or (ii) of the **Credit Decision** granted by Us if the **Net Debt** (as amended above) exceeds the **Credit Decision**. the **Final Collection Expenses Indemnity** is calculated in applying the *insured percentage* to the **Collection Expenses** up to the cover ratio.

In view of this calculation:

- If the **Final Indemnity** is greater than the **Provisional Indemnity**, We shall pay the difference;
- If the **Final Indemnity** is lower than the **Provisional Indemnity**, You shall reimburse Us the excess of indemnity we paid as **Provisional Indemnity** within 10 days after our request.

By exception, should we decide, at any stage in the procedure, that You shall interrupt the collection actions, the **Provisional Indemnity** will be considered as the **Final Indemnity** with respect to this **Debt**.

For the purpose of calculating the indemnity of the **Collection Expenses** incurred by You in relation to a **Disputed Debt** covered under this Option, and by derogation to article 15 of the General Terms, the expenses incurred by You in connexion with the settlement of a **Dispute** shall be taken into account.

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.

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5. Definitions

Binding Decision means a binding (i) amicable settlement or (ii) final arbitration award or (iii) final court decision, which is, in each case, enforceable in the **Buyer's** country;

Disputed Debt means a **Debt** which is subject to a **Dispute** with your **Buyer**;

Final Indemnity means the indemnification of **Debt** and/or **Collection Expenses** paid by Us for **Disputed Debt** after the **Dispute** is settled, as per this option;

Final Debt Indemnity means the indemnification of **Debt** paid by Us for **Disputed Debt** after the **Dispute** is settled, as per this option;

Final Collection Expenses Indemnity means the indemnification of **Collection Expenses** paid by Us in relation to a **Disputed Debt** after the **Dispute** is settled, as per this option;

Provisional Debt Indemnity means the provisional indemnification of **Debt** paid by Us for a **Disputed Debt** as per this option;

Provisional Collection Expenses Indemnity : means the provisional indemnification of **Collection Expenses** paid by Us in relation to a **Disputed Debt** as per this option;

Provisional Indemnity means an indemnification of **Debt** and/or of **Collection Expenses** paid by Us for a **Disputed Debt** before the **Dispute** is settled, as per this option;

6. The other provisions of your **Contract** not contradicted by this option apply mutatis mutandis to the cover of **Disputed Debts**.

Variables to include in the Special Terms for the option Disputed Debts

- 1) Disputed Debt Insured Percentage
- 2) Maximum individual provisional indemnity amount



科法斯產物貿易信用保險爭議帳款附加條款

107.08.31 科保字第 1070085 號函備查

儘管主保險契約基本條款已有規定，本公司仍同意依本附加條款，針對爭議帳款為被保險人提供暫時性賠償。

1. 原則

在排除基本條款第[1.2.1 d 條]之效力的情況下，依據本附加條款，若帳款發生爭議，本公司同意支付暫時性賠償予被保險人，惟須符合以下情況：

- (i)被保險人已完全遵循本保險契約所有條款與約定(除基本條款 1.2.1d)
- (ii)合理認為爭議無正當理由，且
- (iii)經本公司授予此買方正面額度核定

2. 理賠責任

2.1 申請暫時性賠償

被保險人應於接獲本公司因爭議帳款中止保險效力的通知後 10 日內，向本公司以書面提出暫時性賠償請求，以及可證明下列事項的文件：(i) 爭議帳款符合銷售合約確實交付的訂單，(ii) 被保險人認為爭議無正當理由的意見。

2.2 暫時性賠償範圍

本公司將依據下述原則計算暫時性賠償金額：暫時性帳款賠償金額是依據 (i) 應收帳款損失淨額，或 (ii) 本公司授予之正面信用決定額度（若應收帳款損失淨額超過本公司核定之信用額度）與爭議帳款承保比例計算之。暫時性催收費用賠償是以催收費用乘以爭議帳款承保比例計算，且不得超過保障率之比率。

2.3 付款日

被保險人如遵守本附加條款的全部條款時，本公司將在等待期間屆滿後 30 日內，支付暫時性賠償予被保險人。

2.4 最高暫時性賠償金額

每一次暫時性帳款賠償不得超過最高單一暫時性賠償金額。

在各保險期間，本附加條款針對爭議帳款支付之暫時性賠償不得超過三（3）次。

本公司因保險期間貨物交付所衍生之爭議帳款，其支付之的暫行性賠償總金額，於扣除相同保險期間內貨物交付衍生之帳款與催收費用之全部賠償金額後，不得超過最高賠償責任金額。
依本附加條款支付之每一次暫時性賠償，應計入最高賠償責任金額。

3. 催收

除主保險契約之基本條款第 4 條規定外，被保險人應採取任何行動支持債務催收機構，以使爭議能有利於被保險人地獲得解決，藉此使被保險人之權利能獲得確認並保全帳款的支付。

4 最後賠償

– 若爭議有利於被保險人地獲得解決，且被保險人擁有爭議帳款全額經確定判決的確認時，本公司將依下列方式計算最後帳款賠償：(i) 應收帳款損失淨額，或(ii) 本公司授予之正面信用決定額度（若應收帳款損



失淨額超過本公司核定之信用額度)與爭議帳款承保比例計算之。最終催收費費用賠償是以催收費費用乘以爭議帳款承保比例，且不超过保障率之比率。

本公司應支付暫時性賠償和最後賠償之間的差額。

- 若爭議未有利於被保險人地獲得解決，且被保險人擁有爭議帳款之權利未經確認時，被保險人應於爭議解決後 10 日內將暫時性賠償返還本公司。

- 若爭議已解決，且僅承認被保險人擁有爭議帳款之部分權利時，本公司將依據下列方式計算最終賠償金額：

- 確定判決確認屬於應收帳款損失淨額的發票。
- 最終賠償將依據 (i) 應收帳款損失淨額 (依前述條款修改)，或 (ii) 本公司授予之信用額度 (若應收帳款損失淨額 (依前述條款修改) 超過本公司核定之信用額度) 的承保比例計算。最終催收費費用賠償是以催收費費用乘以爭議帳款承保比例，且不超过保障率之比率。

計算後：

- 若最後賠償超過暫時性賠償時，本公司將會支付差額。
- 若最後賠償低於暫時性賠償時，被保險人應於本公司提出要求後 10 天內，將本公司支付之暫時性賠償的超額部分返還本公司。

例外狀況為本公司在訴訟程序之任何階段，決定中止被保險人之催收行動時，本公司針對本應收帳款支付之暫時性賠償將視為最終賠償。

在本爭議債務附加條款及限制基本條款第 15 條之效力下，為了計算催收費費用理賠，被保險人因解決爭議而發生的費用，將納入理賠考量。

5 名詞定義

確定判決係指可在買方國內執行，具個案拘束力的 (i) 友好協商解決，或 (ii) 最終仲裁決定，或 (iii) 法院確定判決。

爭議帳款係指被保險人與買方發生爭議的應收帳款。

最後賠償係指本公司在應收帳款爭議解決後，依據本附加條款支付帳款及/或催收費費用之賠償。

最後帳款賠償係指本公司在應收帳款爭議解決後，依據本附加條款支付帳款之賠償。

最後催收費費用賠償係指本公司在應收帳款爭議解決後，依據本附加條款支付催收費費用之賠償。

暫時性帳款賠償係指本公司，依據本附加條款針對爭議帳款支付之暫時性賠償。

暫時催收費費用賠償係指本公司，依據本附加條款針對催收費費用款支付之暫時性賠償。

暫時性賠償係指本公司在應收帳款爭議解決前，依據本附加條款，支付帳款及/或催收費費用之賠償。

6. 主保險契約的其他規定未與本附加條款規定事項抵觸之部分，應準用於本爭議帳款險。

特別條款內有關爭議帳款附加條款的變數

1) 爭議帳款承保比例

2) 單一暫時性賠償之最高金額



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