



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附加關係企業(B24.12)附加條款

107.09.28 科保字第 1070103 號函備查

OPTIONS

EXTENSION OF COVER

The **Affiliate** must have a business activity similar to the *business activity*, described in the Special Terms.

As a general agreement You are committed to purchase from your **Affiliate**, on a non-recourse basis and before their **due date** all **Debts** related to **Deliveries** that fall within the scope of the *business activity* covered by this **Contract** related to **Transferred Debts**.

In consideration of this and subject to compliance with this option, cover is extended to losses sustained by You in relation to **Transferred Debts** purchased by You before their **due date**.

You shall comply with the terms and conditions of your **Contract** for the **Transferred Debts** as You would for your own **Debts**.

1- GENERAL PROVISIONS

The General Terms and Special Terms related notably to the credit insurance cover, risk management, claim payment, assignment of the rights under the **Contract**, currency and observance of the terms of the **Contract** are all applicable mutatis mutandis to the **Transferred Debts** purchased by You.

In particular, the following exclusions also apply (in addition to any exclusions to your **Contract**) to the **Transferred Debts**:

1.1- This **Contract** does not cover any loss:

- i) where the transfer of the **Debt** does not confer You all the rights attached to the **Transferred Debt** and its accessories or to the **securities** attached to it and/or any loss arising from invalidity and/or unenforceability in the buyer's country of the transfer to You of the **Transferred Debts**;
- ii) where You or your **Affiliate** have not complied with any conditions attached to the **Credit Decision**,
- iii) relating to **Sales Contracts** made by your **Affiliate** with a **Private Individual** or an **Associated Company** of your **Affiliate** or with a **Public Buyer** located in your **Affiliate's** country;
- iv) relating to **Deliveries** made :
 - a. to a **Buyer In Default** or to a **Buyer** for whom a notification of **Adverse Information Account** has or should have been given,,



- b. at your knowledge or at the knowledge of your **Affiliate**, to a **Buyer** already subject to **Insolvency**,
- v) arising from a failure, by You or by your **Affiliate** or any one acting on your behalf or on behalf of your **Affiliate**, to fulfill your/its obligations under any clause or condition of the **Sales Contract**,
- vi) arising from **Debts** which are transferred to you after their **Due Date**,
- vii) arising, in case of **Cash Against Documents Sales**, from the loss of control over the goods as a result of your failure or the one of your **Affiliate** to comply with any applicable rule or custom, if this option is included in this **Contract**,
- viii) arising directly or indirectly from :
 - a. a war, whether declared or not, between your country or your **Affiliate's** country and the **Buyer's** country or between two or more of the following countries : France- the People's Republic of China- the Federation of Russia- the United Kingdom- the United States of America, or
 - b. consequences of a decision taken by the government of your **Affiliate's** country that hinder the execution of the **Sales Contract** or prevent the payment of the **Debt**.

1.2- Any **Dispute** by the **Buyer**, whether relating to its contractual rights toward your **Affiliate**, or regarding your rights in your capacity as purchaser of the **Transferred Debts** shall suspend payment of an indemnification until the **Dispute** is resolved in your favour or in favour of your **Affiliate** by arbitration or a final court decision, binding on both parties and enforceable in the **Buyer's** country.

2- SPECIAL TERMS AND OPTIONS

The conditions described in the Special Terms and options of your **Contract**, notably those related to *covered business activity, covered countries, premium rate, insured percentage, maximum liability, maximum credit period, maximum Invoicing period, time limit for notification of overdue account, Credit Decisions, Recoveries, duration and jurisdiction and applicable law* are applicable mutatis mutandis to the **Transferred Debts** purchased by You.

In addition, the following provisions are applicable to the **Transferred Debts**:

- 2.1- Maximum transfer period: the transfer of the **Transferred Debt** shall occur before its **Due Date**..
- 2.2- Justification documents: In case of claim related to a **Transferred Debt**, You may be requested to provide Us with documents evidencing the valid and enforceable transfer to You of the **Transferred Debt**.
- 2.3- Maximum liability: the *maximum liability* is applicable for all amounts of **Debts** covered under your **Contract**, including the **Transferred Debts** .
- 2.4- Activity declaration: Premium will be calculated by applying the *premium rate* to the value of your activity declared pursuant to the article 6.1 of the General Terms, including your **Affiliate's Turnover**.. Accordingly, You undertake to include your **Affiliate's Turnover** into your activity declaration.
- 2.5- Recoveries: Any amounts, received either by You or your **Affiliate**, within the scope of the definition of **Recoveries** stated in the article 15 of the General Terms, will be considered as **Recoveries**. You shall inform Us immediately of any **Recoveries** and pay to Us, as applicable, the equivalent value of the said **Recoveries** in the currency of the **Contract** within ten days of their collection by You or your **Affiliate**.

3- CONDITION OF COVER



As an express condition, it is agreed that:

- Valid transfer: cover for **Debts** of your **Affiliate** may only be provided through this option on condition there has been a valid and enforceable transfer in the buyer's country of the **Debts** to You before their **Due Date** has occurred; no cover will be granted for **Debts** for which the transfer would not be valid or enforceable or would occur after its **Due Date**;
- Buyer unicity: for **Buyer** on which You purchased **Debt**, You shall require from your **Affiliate** to transfer You all its receivables related to the said **Buyer**.
- Currency: You undertake to purchase the **Transferred Debts** in the currency of the **Debts**.

4- FURTHER ASSURANCE

You guarantee that your **Affiliate** will take, on your or our instructions, all appropriate steps to ensure the continuing validity and payment of the **Transferred Debt** (notwithstanding the fact that You purchased the **Debts**) and/or in relation with any collection actions We may take.

5- CHANGES IN RELATION WITH YOUR AFFILIATE

Full control of your **Affiliate** is an express condition of this Extension to your affiliate cover. In instances where You lose full control of your **Affiliate**, this Extension to your affiliate cover will be automatically terminated unless expressly agreed in writing by Us.

You undertake to inform Us within 5 days of any substantial change in the situation of your **Affiliate**, in particular any change of business activity and/or change in your **Affiliate** shareholding.

6- CONFIDENTIALITY

This option is confidential. You undertake not to disclose its existence or its content to any third party. You also guarantee that your **Affiliate** will strictly comply with this confidentiality undertaking.



DEFINITION

Affiliate: means an entity which is an **Associated Company** of your group, listed in the Special Terms and for which **Non-Payment** cover provided in the **Contract** is extended to.

Affiliate's Turnover: means the total amount including -VAT if applicable- of all the **Debts** of your **Affiliate** less the **Debts** of your **Affiliate**, excluded from cover pursuant to articles 1.2.1 a) b) i) ii) iii) iv) c) I and 3.5 of the General Terms of the **Contract**.

Transferred Debts : Debts You committed to purchase from your **Affiliate** on a non-recourse basis and before their **Due Date**, related to **Deliveries** that fall within the scope of the *covered business activity* by this **Contract**..



科法斯產物貿易信用保險附加關係企業(B24.12)附加條款

107.09.28 科保字第 1070103 號函備查

關係企業所經營之營業活動必須相似於特別條款中所載明之營業活動。

依據一般條款之約定，被保險人承諾，基於無追索權基礎且在所有帳款付款到期日前，向其關係企業購買，其關係企業依本契約載明之營業活動對特定買方因交付所產生之應收帳款。

本附加條款將擴大承保被保險人購買上述關係企業於付款到期日前之應收帳款所產生的損失。

被保險人對於所購買經移轉應收帳款之管理應與自有應收帳款一致，確實遵守主保險契約條款之約定。

1- 基本條款

基本條款及特別條款所涉及之承保範圍、風險管理、理賠給付、權利轉讓、貨幣及保險契約所規定應遵守事項，都將適用於被保險人所購買之經轉讓應收帳款。

以下除外條款（除主保險契約之除外條款外），亦適用於經轉讓應收帳款：

1.1-本保險契約不保障任何下列原因所造成之損失：

i)被保險人無法主張享有經轉讓應收帳款及附屬擔保品之合法權利，或該經轉讓應收帳款之權利移轉不具效力或該權利於買方國家不可執行，進而產生的任何損失。

ii)被保險人或其關係企業未遵守任何與信用額度有關之規定。

iii)被保險人關係企業與一般消費者、被保險人關係企業的關聯公司、或與被保險人關係企業所在國家公家買方所簽訂的買賣合約產生之應收帳款。

iv)於交付後，發生下列情況：

a. 該買方已陷於違約或已經（或應該已經）受有關於該買方之負面訊息的通知。

b. 被保險人或其關係企業已知或買方已經宣告喪失清償能力。

v)被保險人或其關係企業、或任何代表被保險人或其關係企業之代理人，無法履行本買賣契約所約定之條件及義務。

vi)應收帳款係於付款到期日之後始轉讓，

vii)直接或間接因下列因素所致應收帳款之損失：

a. 被保險人或其關係企業所在國家與買方國家之間的戰爭，或下列兩國或更多國家之間的戰爭，不論是否宣戰，包括法國-中華人民共和國-俄羅斯聯邦-英國-美國

b. 被保險人或其關係企業所在地之政府決策而阻礙買賣契約執行或妨礙清償債款

1.2- 任何買方提出的爭議，不論是否與被保險人關係企業的契約上權利有關，或針對被保險人購買關係企業之應收帳款所衍生之所有權利，理賠款都應該暫緩支付，直至經由買方國家作成具執行力之仲裁或法院確定判決，且此結果須有利於被保險人或被保險人之關係企業，才能付款。

2. 特別條款與附加條款

主保險契約之特別條款與附加條款所約定之事項，包含營業活動、承保國家、保險費率、承保比例、保單賠償限額、最長信用期間、最長發票開具期間、逾期帳款通知的時間期限、信用額度、帳款追償、保險期間、準據法與適用法律等，都將適用於被保險人所購買之經轉讓應收帳款。



除此之外，以下條款也適用於被保險人所購買之經轉讓應收帳款：

- 2.1- 最長轉讓期限：應收帳款之轉讓，應發生在逾期帳款付款到期日之前。
- 2.2- 理賠證明文件：在申請關於經轉讓帳款理賠時，被保險人必須提供此轉讓帳款的有效與可執行之相關文件。
- 2.3- 保單賠償限額：主保險契約規定的賠償限額，適用於保險契約中所有應收帳款金額，包括此轉讓關係企業之應收帳款。
- 2.4- 活動申報：保險費將依據一般條款第 6.1 條活動申報(包括被保險人關係企業營業額) 乘上約定之保險費率計算。因此，被保險人辦理營業額申報，必須包括關係企業的營業額。
- 2.5- 追回帳款：依保險契約約定，任何由被保險人或關係企業所收回之款項，在一般條款第 15 條所述的定義範圍內皆應視為追償款項。被保險人於收到追償款後，應立即通知本公司並依約定之幣別於 10 日內返還本公司。

3. 保險條件

依約定條件，雙方同意：

- 有效轉移：針對關係企業應收帳款之保障，以該帳款移轉予被保險人之行為係有效且具執行力，為要件；反之，若該經轉讓應收帳款之移轉不具效力或權利於買方國家不可執行或到期日之後始轉讓，則本公司不負賠償責任。
- 買方單一性：此被保險人購買經轉讓應收帳款之買方，被保險人必須要求關係企業轉移上述買方的所有相關債務，包括任何仍未到期之應收帳款。
- 幣別：被保險人應依約定之幣別，購買經轉讓應收帳款。

4. 持續保證

被保險人承諾其關係企業，會依據被保險人或本公司的指示，採取所有適當的步驟，確保該經轉讓應收帳款之持續有效性與相關付款承諾（儘管應收帳款已轉讓給被保險人），以及遵照本公司所有可採取的追回款項之相關事項。

5. 關係企業的變更

若被保險人對原持有經應收帳款之關係企業喪失充分的經營控制權時，除非取得本公司書面同意，否則本擴大之保險範圍將自動終止。

被保險人承諾於其關係企業發生重大變更，特別是關係企業的商業活動以及或持股改變時，必須於五日內通知本公司。

6. 機密性

本附加條款具機密性；被保險人保證不會將其存在或內容揭露給第三方。被保險人也保證，被保險人之關係企業會承諾嚴格遵守其機密性。

定義

關係企業：係指列載於特別條款，且適用於被保險人保險契約之債務不履行承保保障之被保險人集團關係企業。

關係企業之營業額：係指將被保險人關係企業之全部銷售總金額（包含所適用之加值型營業稅），減去因第 1.2.1 款 a)、b)i)、ii)、iii)、iv)、c)i)及主保險契約中一般條款第 3.5 款所列原因而不承保之債權的差額（「除外債權」）。

經轉讓應收帳款：係指關係企業依本契約載明之營業活動對特定買方因交付所產生之應收帳款，被保險人基於無追索權基礎在所有帳款付款到期日前承諾購買此關係企業之應收帳款。



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