



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擴大承保關係企業- 共同授信決定(B24.02)附加條款

107.09.28 科保字第 1070104 號函備查

### OPTIONS

#### EXTENSION TO YOUR AFFILIATES COVER - COMMON CREDIT DECISIONS

In addition to the **Non-Payment** cover provided for in Your **Contract**, this option provides an extension to Your **Covered Affiliates** of the cover of **Non-Payment** to their **Debts** arising from **Deliveries** made during an *insurance period* (risk attaching principle).

For the purpose of this option and by exception to the related provisions of the **Contract**, You expressly undertake to manage the **Contract** for the account of Your **Covered Affiliate** and You hereby declare that you have been provided with a **Mandate** for such purpose.

##### 1. Covered Affiliate

Cover of the **Contract** is extended to the **Covered Affiliates** listed in the Special Terms provided that they carry on the same business activity as the one described in article 1.1 of the Special Terms. Any change in the activity of the **Covered Affiliate** shall be notified to Us.

If the **Covered Affiliate** is declared **Insolvent**, You shall inform Us immediately and this option will automatically cease to apply to such **Covered Affiliate** on the date of occurrence of such **Insolvency**.

##### 2. Risk management

Any Request for **Credit Decision** for a **Covered Affiliate's Buyer** shall be managed by You.

##### 3. Credit Decision

**Credit Decision** set by Us on a **Buyer** which is Your **Buyer** and a **Covered Affiliate's Buyer** will be common to You and Your **Covered Affiliate**. Accordingly, We shall indemnify (in the chronological order of **Due Date**) Your and Your **Covered Affiliate's Debts** on the **Buyer**, up to the amount of the **Credit Decision**. If the total of Your **Debt** and the **Debt** of Your **Covered Affiliate** exceeds the **Credit Decision** amount, the

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remaining balance above the **Credit Decision** amount will not be indemnified regardless the pertaining of **Debt** to You or to Your **Covered Affiliate**.

#### 4. Debt Indemnification

**Debt** Indemnification paid by Us for a **Covered Affiliate's Debt** will be paid to You only, in accordance with the **Mandate**. In case a loss payee is designated in Your **Contract**, You and Your **Covered Affiliate** hereby expressly agree that all **Debt** indemnifications will be paid to the loss payee, regardless the pertaining of **Debt** to You or to Your **Covered Affiliate**.

#### 5. Maximum Liability

The *maximum liability* provided in the General and Special Terms is also applicable to this option. Accordingly, we shall indemnify You and Your **Covered Affiliate** up to the amount of the *maximum liability* only. After the *maximum liability* is reached, no indemnity will be paid, neither for Your **Debts** nor for those of Your **Covered Affiliate**.

#### 6. Collection

Notwithstanding the provisions of article 4 of the General Terms, in case of **Notification of Overdue Account** made by You relating to a **Debt** of Your **Covered Affiliate**:

- Your **Covered Affiliate** must entrust, within 30 days of the Notification of Overdue Account, the *Debt Collection Company*, to perform the collection actions as detailed in article 4.2 of the General Terms.
- The mandate to Us to manage the collection actions as detailed in article 4.3 of the General Terms will not apply and We shall not exercise any action Ourselves against the **Covered Affiliate's Buyer**.
- You undertake to send us a copy of the letter by which Your **Covered Affiliate** will have empowered the *Debt Collection Company* to act and to keep us regularly informed of the progress of collection actions.
- You must get our written approval and instruct Your **Covered Affiliate** accordingly to Our instructions before :
  - o accepting any debt settlement agreement with the **Buyer**, including but not limited to any payment plan, debt reduction or assignment of payment right to a third party;
  - o deciding whether or not to pursue legal proceedings and instruct accordingly the *Debt Collection Company*.

In this regard, You shall be liable for having Your **Covered Affiliate** instruct the *Debt Collection Company* to comply with Our instructions.

This derogation does not apply to Debt Collection relating to Your **Debts**, which remain subject to the provisions of Your **Contract**.

#### 7. Recoveries

Any **Recoveries** received by a **Covered Affiliate** shall be notified to Us immediately and will be treated as **Recoveries** received by You and the allocation of **Recoveries** rules of the **Contract** shall apply.

#### 8. Activity declaration and premium, fees



Your activity declaration shall include the declaration of Your **Covered Affiliates** in accordance with principles applicable to Your activity declaration pursuant to article 6.1 of the General Terms of Your **Contract**; and with a split between the domestic and export part for each **Covered Affiliate**.

## 9. Rights and Obligations

You will remain solely responsible for the management of the **Contract** just as if You were the only beneficiary.

The other provisions of Your **Contract** that are not contradicted by this option apply *mutatis mutandis* to this **Extension to Your Affiliates Cover** and all provisions applicable to You under the **Contract** apply *mutatis mutandis* to Your **Covered Affiliate** with respect to the **Debt** of Your **Covered Affiliate** even though We have not any contact with such **Covered Affiliate**.

For the purpose of this option, any contractual breach by You will be considered as attributable to and enforceable against the concerned **Covered Affiliates**. Reversely, any contractual breach by a **Covered Affiliate** will be considered as attributable to and enforceable against You. Contractual consequences attached to a breach of the **Contract** provided in the General Terms are applicable to this option.

## 10. Confidentiality

You undertake (for Your account and for the account of Your **Covered Affiliate**) to keep confidential (i) the contents of the present option, as well as the contents of the **Credit Decisions** (granted on Your **Buyers** and/or on the **Covered Affiliates' Buyers**), and (ii) the information on any collection action which may be initiated, and not to disclose them to any third party without our previous and written consent.

You shall be considered liable for any financial consequences due to any non-compliance from You or Your **Covered Affiliate** with this requirement.

## 11. Duration and termination

This option shall remain in full force for the duration of the **Contract** unless You notify Us not to renew it for a given **Covered Affiliate** by registered letter at least 90 days prior to the end of the *insurance period* of the **Contract**.

The above mentioned duration is granted provided that Your **Covered Affiliate** remains fully controlled by You. In case of loss of Your control on the **Covered Affiliate**, You shall inform us immediately and the Option will automatically terminate.

In case of termination of the **Contract**, this option will also automatically and immediately be terminated on the termination date of the **Contract**.

## 12. Definitions

For the purpose of this option, the following Definitions of the General Terms are modified as follows and/or the terms have the following meaning:



**Covered 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;

**Mandate:** means a legally valid and binding mandate you have been provided with by Your **Covered Affiliate** to manage the **Contract** for the account of Your **Covered Affiliate**, and notably to pay the premium, make the contractual mandatory declarations and notifications and receive indemnifications for the account of Your **Covered Affiliate**;

**Extension to Your Affiliates Cover:** means cover provided to You as per this option.



## 科法斯產物貿易信用保險擴大承保關係企業-共同授信決定(B24.02)附加條款

107.09.28 科保字第 1070104 號函備查

除主保險契約所提供關於債務不履行的保障外，本附加條款的承保範圍涵蓋被保險人之被保險關係企業，在保險期間因交付產生之應收帳款的債務不履行損失（風險附加原則）。

就本附加條款之目的及作為主保險契約之例外規定，被保險人明確承諾為被保險關係企業之利益管理保險契約，且被保險人茲此聲明，已根據此目的獲得相關授權。

### 1. 被保險關係企業

保險契約之承保範圍擴展至特別條款列載、且進行特別條款第 1.1 條所述同一業務活動的被保險關係企業。被保險關係企業的業務活動有任何變更時，應通知本公司。

若被保險關係企業申報喪失清償能力，被保險人必須立即通知本公司，本附加條款將自喪失清償能力之日起，自動停止適用於該被保險關係企業。

### 2. 風險管理

被保險人應負責管理被保險關係企業買方的授信決定申請。

### 3. 授信決定

被保險人與被保險關係企業將共用本公司針對被保險人之買方和被保險關係企業之買方設定的買方授信決定，因此，本公司應保障依據授信決定金額，賠償被保險人與被保險關係企業因該買方產生之應收帳款損失（依據帳款到期的時間順序）。若被保險人和被保險關係企業的應收帳款超過授信決定時，本公司不賠償超過授信決定的帳款餘額，無論是被保險人或被保險關係企業的應收帳款皆然。

### 4. 應收帳款賠償

本公司將依據授權書，支付被保險關係企業之應收帳款賠償金予被保險人。若主保險契約已指定保險金受領人，則被保險人和被保險關係企業茲此明確同意，將所有應收帳款賠償金支付予保險金受領人，無論是被保險人或被保險關係企業的應收帳款皆然。

### 5. 最高賠償責任金額

一般與特別條款所規定之最高賠償責任金額，亦適用於本附加條款，因此，本公司支付被保險人或被保險關係企業的賠償金額，以最高賠償責任金額為限。在賠償金已達最高賠償責任金額後，本公司將不再支付任何賠償金，無論被保險人或被保險關係企業的應收帳款損失皆然。

### 6. 催收

儘管已有一般條款第 4 條規定，關於由被保險人針對其被保險關係企業的應收帳款所提出之逾期帳款通知書，茲約定：

- 被保險人的被保險關係企業必須於提出逾期帳款通知書 30 天內，授權帳款催收公司進行一般條款第 4.2 條規定的催收行動。
- 授權本公司管理一般條款第 4.3 條規定的催收行動將不予適用、本公司不得對被保險關係企業買家採取任何催收行為。
- 被保險人承諾提供予本公司其被保險關係企業將授權帳款催收公司進行債務催收書函的副本，並定期通報本公司催收行動的進展情況。
- 被保險人必須獲得本公司之書面批准，並根據本公司之指示在以下情況下指示其被保險關係企業：
  - 接受任何與買方之債務和解協議，包括但不限於任何付款計劃，免除、降低債務或轉讓付款至第三方的權利；
  - 決定是否提起法律訴訟並據此指示債務催收公司。



就此，被保險人應負責讓其被保險關係企業遵守本公司之指示，據此指示帳務催收公司。

儘管本附加條款所排除之部分不適用於與被保險人之應收帳款有關的帳務催收，然被保險人仍須遵守主保險契約之規定。

## 7. 追償款

被保險關係企業應於收到任何追償款時，立即通知本公司，且將視為被保險人收回之追償款，並應適用主保險契約的追償款分配原則。

## 8. 活動申報、保險費、費用

被保險人之申報活動，應包括依據主保險契約之一般條款第 6.1 條的活動申報原則，申報被保險關係企業的活動，且應將各被保險關係企業的國內和出口活動分開申報。

各被保險關係企業的活動將單獨開立發票，並直接將該發票送交被保險人，而被保險人亦承諾將發票轉交各被保險關係企業。

## 9. 權利與義務

若被保險人為唯一受益人時，將由被保險人繼續全權負責管理保險契約。就本附加保險之目的，被保險人保險契約條款提及之「被保險人」，在適用情況下，應解讀為「被保險關係企業」。

儘管本公司與被保險人之被保險關係企業無直接保險契約，主保險契約其他規定與本附加條款未牴觸之部分，準用於針對被保險人的關係企業所擴大承保之部分，以及主保險契約適用於被保險人的所有條款，亦準用於其被保險關係企業。

就本附加保險之目的，被保險人違約將視為相關的被保險關係企業違約，並可針對其進行強制執行；反之，被保險關係企業違約亦將視為被保險人違約，並可針對被保險人進行強制執行。一般條款規定之違約後果，應適用於本附加條款。

## 10. 保密

被保險人保證（為自己 and 被保險關係企業之利益）為下列資訊保密：(i) 本附加條款內容、授信決策內容（授予被保險人買方及／或被保險關係企業買方的授信決定），以及 (ii) 可能會展開催收行動的任何資訊，且未經本公司事前書面同意，不得洩漏給任何第三方。

被保險人或被保險關係企業未遵循本條規定而產生的財務後果，應由被保險人自行承擔。

## 11. 期間及終止

本附加條款應於保險契約期間持續生效，除非被保險人在保險契約所約定之保險期間結束前至少 90 天，以掛號信將特定被保險關係企業不再續約之意思通知本公司。

被保險人必須能完全控制被保險關係企業，方有前述期間之適用。若被保險人失去被保險關係企業的控制權，應立即通知本公司，且本附加條款將自動終止。

若保險契約終止，本附加條款將於保險契約終止日立即自動終止。





## 12. 定義

就本附加條款之目的，一般條款之定義修正如下，及／或定義下列用語：

**被保險關係企業：**係指列載於特別條款，且適用於主保險契約所提供關於債務不履行保障的被保險人集團關係企業。

**授權書：**係指被保險人之被保險關係企業提供予被保險人，具法律效力的授權書，以授權被保險人為被保險關係企業管理保險契約，特別是支付保費、提出合約規定的必要聲明和通知，以及為被保險關係企業受領賠償金。

**擴大承保關係企業：**係指依本附加條款提供予被保險人的保障。

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