



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首期預付款保險附加條款

107.08.31 科保字第 1070086 號函備查

OPTIONS

FIRST ADVANCE PAYMENT COVER

In addition to the **Non-Payment** cover provided for in your **Contract**, this option provides You with cover for losses you may sustain in your **Purchase Contracts**, as a result of **Non-Reimbursement** of the **First Advance Payment**, caused by **Insolvency** of your **Supplier**.

1. Insurable Purchase Contract

This option covers **Purchase Contracts** for which:

- the value of the **First Advance Payment** does not exceed *the Maximum Percentage of the First Advance Payment* defined in the Special Terms;
- the period between the **First Advance Payment** is made and the **Delivery** date scheduled in the **Purchase Contract** does not exceed the *maximum execution period* set in the Special Terms.

2. Insurable cause of loss

Our cover shall apply to any **Non-Reimbursement** of **First Advance Payment** from your **Supplier** where (i) the **Supplier** has failed to perform the **Delivery** and to reimburse the **First Advance Payment** and (ii) such **Non Reimbursement** arises directly and exclusively from the **Insolvency** of the Supplier.

3. Exclusions

This Option does not cover:

- any damages, penalties or interests.

Our cover shall not apply to **First Advance Payment** incurred after:

- you have or should have notified us an **Adverse Information** on your **Supplier**,
- our **Cancellation** of the **Credit Limit** on the **Supplier**,
- **Insolvency** of the **Supplier**.

4. Commencement of cover

Our cover shall start on the date of payment of the **First Advance Payment** to your **Supplier** provided that a **Credit Limit** is in force on the **Supplier** beforehand.

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.

法商科法斯產物保險股份有限公司台灣分公司 - 10553 台北市松山區南京東路四段 16 號 6 樓 A5 室

電話: +886 2 2577 5797 - 傳真: +886 2 2577 5795

taipei@coface.com - www.coface.com.tw



5. Risk Management

5.1 Any provision of your **Contract** allowing an extension of cover after a **Reduction** or a **Cancellation** of a **Credit Limit** is not applicable to this option.

5.2 For the purpose of this option, article [2.3] of the General Terms is modified as follows:
"[2.3] Notification of **Adverse Information**: You shall notify Us as soon as and in any case no later than 10 days after You become aware of any **Adverse Information** concerning a **Supplier**."

6. Claims

For the purpose of this option, article 3.1 of the General Terms is modified as follows:

"3.1.1 Notification of **Non-Reimbursement** and evidence of **First Advance Payment**:

a) You shall notify Us through our *online system*, within 10 days from Your knowledge of the **Insolvency** of the **Supplier**, the amount of any **Non-Reimbursement** if it exceeds the *Notification Threshold*.

You shall send Us all written evidences of the payment of **First Advance Payment** and of the **Insolvency** of the **Supplier**."

7. Declaration of First Advance Payment and Premium

For the purpose of this option, You shall include the **First Advance Payments** value in your activity declaration, pursuant to article 6.1- "Activity declaration" of the General Terms.

7.1 Within fifteen (15) days after the end of each month, You shall send Us the **First Advance Payment Declaration** related to the considered month;

7.2 The **First Advance Payment Premium** is calculated by applying the *premium rate* stated in the Special Terms to the value of **First Advance Payments** paid and notified to Us in the **First Advance Payments Declaration**.

7.3 The **First Advance Payment Premium** due in respect of the considered period will be invoiced to You together with the premium due in respect of your **Non-Payment** cover.

7.4 If you fail to send us the **First Advance Payment Declaration** within the above mentioned period or if your **First Advance Payment Declaration** is incomplete, cover shall be forfeited for the **First Advance Payments** not declared in due time but You shall still pay Us the **First Advance Payments Premium** on the **First Advance Payments** non-declared or declared with delay. We also reserve the right to terminate the **Contract** and/or the option.

8. 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:

Adverse Information means any event You may become aware of which has led or may lead to a deterioration of your **Supplier's** financial situation such as but not limited to the failure of the **Supplier** to deliver or ship the goods or to perform the services ordered at the end of the *Maximum Execution Period*;

Delivery means that the goods have been made available or services performed to You or any person acting on your behalf at the place and on the terms specified in the **Purchase Contract**;



First Advance Payment is defined as the first down payment paid to your **Supplier** according to the **Purchase Contract**;

First Advance Payment Cover: means cover provided to You as per this option

First Advance Payment Premium is the premium due for the **First Advance Payment Cover** as per article 7 of this option;

First Advance Payment Declaration means the amount of **First Advance Payments** –including VAT if applicable- paid and declared in accordance with principles applicable to your activity declaration pursuant to article 6.1 of the General Terms of the **Contract**;

Maximum Percentage of the First Advance Payment means the maximum value of the **First Advance Payment** compared to the total value of the **Purchase Contract**, as defined in the Special Terms;

Maximum Execution Period means the maximum period between the **First Advance Payment** is made and the Delivery date scheduled in the **Purchase Contract**;

Net Debt corresponds to the balance of a loss account including (a) on the debit side, the **First Advance Payment** paid to a **Supplier** covered under this option (including, VAT if applicable) and (b) on the credit side, the amount of any **Delivery** made by your **Supplier** or of any **Reimbursements** received by You or by us to the date of drawing up of the loss account;

Non-Reimbursement means the non-reimbursement in full of the **First Advance Payment** by the **Supplier** on the date, in the currency and in the place specified in the **Purchase Contract**;

Purchase Contract means any agreement in any form which is legally binding upon You and your **Supplier** and by which your **Supplier** is bound for the **Delivery** of goods or services, and for which a **First Advance Payment** shall be made by You;

Reimbursement means [partial or full] repayment of the **First Advance Payment** by the **Supplier** on the date, in the currency and in the place specified in the **Purchase Contract**;

Supplier means the supplier with which You signed a **Purchase Contract**.

9. For the purpose of this option, the word “Buyer” of your **Contract** shall be read as “Supplier” when applicable; the other provisions of your **Contract** not contradicted by this option apply mutatis mutandis to this **First Advance Payment Cover**.

Variables to include in the Special Terms for the option of First Advance Payment cover

1) Maximum Percentage of the First Advance Payment: [x%] of the total value of the **Purchase Contract** 2) Maximum Execution Period



科法斯產物貿易信用保險首期預付款保險附加條款

107.08.31 科保字第 1070086 號函備查

除主保險契約所提供關於債務不履行的保障外，本附加條款之承保範圍包含因被保險人供應商喪失清償能力而無法償還首期預付款，導致被保險人必須依據該採購合約承受的損失。

1. 可承保的採購合約

本附加條款承保的採購合約如下：

- i. 首期預付款的價值未超過特別條款規定之首期預付款最高比例。
- ii. 支付首期預付款與採購合約預定交付日之間的天數，不超過特定條款規定之最長執行期間。

2 可承保的損失原因

本公司之承保範圍適用於 (i) 供應商未履行交付，亦未償還首期預付款，且 (ii) 不能償還之事實完全且直接肇因於供應商喪失清償能力，。

3. 除外條款

本附加條款不負擔下列損失之保險責任：

-任何損害賠償、罰款或利息。

本公司之承保範圍不適用於下列情況產生的首期預付款：

- 被保險人已或應將供應商的負面訊息通知本公司，
- 本公司取消該供應商的信用額度，
- 供應商喪失清償能力。

4 承保範圍之始期

若本公司已事先核定被保險人供應商的信用額度，則本公司之保險責任將自被保險人支付供應商首期預付款之日開始生效。

5. 風險管理

5.1 主保險契約允許可在降低或取消信用額度後續約之規定，不適用於本附加條款。

5.2 就本附加條款之目的，一般條款第 [2.3] 條修正如下：

「[2.3] 負面訊息通知：被保險人應於得知與供應商有關的任何負面訊息時，盡速通知本公司，且無論在任何情況下，皆不得遲於 7 天。

6. 申請理賠

就本附加條款之目的，一般條款第 [3.1] 條修正如下：

「3.1.1 不能償還通知和首期預付款的證據：

a) 若任何不能償還的金額超過通知標準時，被保險人應自供應商喪失清償能力[10] 天內，透過本公司線上系統通知本公司。

被保險人應將首期預付款和供應商喪失清償能力的書面證明遞交本公司。

7. 申報首期預付款和保費

就本附加條款之目的，被保險人依一般條款第 6.1 條「活動申報」提出的活動申報書，應包括首期預付款金額。

7.1 應於每月結束後十五 (15) 天內，將相關之首期預付款申報書遞交本公司。

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.
法商科法斯產物保險股份有限公司台灣分公司 - 10553 台北市松山區南京東路四段 16 號 6 樓 A5 室
電話: +886 2 2577 5797 - 傳真: +886 2 2577 5795
taipei@coface.com - www.coface.com.tw



7.2 首期預付款保費係依據首期預付款申報書內已支付且已通知本公司的首期預付款金額，以及特別條款記載的保險費率計算。

7.3 於相關繳費期間應繳納之首期預付款保費，將與被保險人債務不履行保險內應繳納之保費一併開立發票予被保險人。

7.4 若被保險人未於前述期間提出首期預付款申報書，或首期預付款申報書不完整，則本公司將不理賠未於期限內申報的首期預付款，但是被保險人仍必須支付未申報或申報遲延的首期預付款保費。本公司同時有權終止保險契約及／或本附加條款。

8 名詞定義

就本附加條款之目的，一般條款的定義修正如下，並定義下列用語：

負面訊息係指被保險人得知已導致或可能會導致供應商財務狀況惡化之任何事件，例如但不限於供應商在最長執行期間屆滿後，仍無法交付或運送訂購的貨物或提供服務。

交付係指依據採購合約指定之清償地及交貨條件，提供商品或服務予被保險人或任何被保險人之代理人。

首期預付款係指被保險人依據採購合約支付供應商的第一筆頭期款。

首期預付款保險：係指依據本附加條款提供予被保險人的保障。

首期預付款保費係指依據本附加條款第 7 條相對於首期預付款保障應繳之保險費。

首期預付款申報書係指被保險人依據保險契約之一般條款第 6.1 條規定，依適用的活動申報原則，申報已支付的首期預付款金額（若有適用加值型營業稅，則含之）。

首期預付款最高比例係指特別條款規定首期預付款金額佔採購合約總價的比例。

最長執行期間係指支付首期預付款和採購合約預定交付日之間最長的間隔期間。

債務淨損失係指下列損失餘額：包括（a）借方：已支付予供應商之本附加條款承保的首期預付款金額（若有適用加值型營業稅，則含之），（b）貸方：供應商已交付的任何價值，或被保險人或本公司於給付保險金之前收到的任何追償款。

不能償還係指供應商不能依據採購合約指定之日期、幣別和地點，全額退還首期預付款。

採購合約係指得合法拘束被保險人和供應商，且得要求供應商依據該協議交付商品或服務，被保險人依據該協議支付首期預付款之任何形式的協議

還款係指供應商依據採購合約指定之日期、幣別和地點，[部分或全額]退還首期預付款。

供應商係指與被保險人簽訂採購合約者。

9. 就本附加條款之目的，主保險契約條款提及之「買方」，於適用本附加條款之情況下，解讀為「供應商」。主保險契約的其他條款未與本附加條款規定抵觸之部分，應準用於首期預付款保險。

特別條款內有關首期預付款附加條款的變數

1) 首期預付款之最高比例：採購合約總價的[x%]

2) 最長執行期間



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

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.
法商科法斯產物保險股份有限公司台灣分公司 - 10553 台北市松山區南京東路四段 16 號 6 樓 A5 室
電話. +886 2 2577 5797 - 傳真. +886 2 2577 5795
taipei@coface.com - www.coface.com.tw