



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非保證付款保險附加條款

107.09.14 科保字第 1070091 號函備查

OPTIONS

NON-DELCREDERE AGENT COVER

In addition to the **Non-Payment** cover provided for in your **Contract**, this option provides you with cover for the risk of **Non-Payment** from your **Buyers** in relation with **Sales Contract** entered into for your account by your **Non-Delcredere Agent**.

1. Scope of cover

1.1 Insurable Debts

As per this option, our cover applies to **Non-Delcredere Agent Debts**, provided that, at the date of **Delivery**:

- You have a **Positive Credit Decision** on your **Buyer**, in compliance with the article “Credit Decision” of the Special Terms ;
- You have a **Non-Delcredere Agent Agreement** in force.

1.2 Insurable causes of loss

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

2. Exclusions

2.1 Excluded Debts

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

2.2 Excluded causes of loss

Our cover shall not apply to any **Non-Payment** where such **Non-Payment** arises from the failure of your **Non-Delcredere Agent** to remit to You amounts received for your account from your **Buyers**, as per the **Non-Delcredere Agent Agreement**.

Payments from your **Buyers** collected by your **Non-Delcredere Agent** will release Us from our cover as per this option.



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

You shall ensure that your **Non-Delcredere Agent** will act with the same degree of diligence and prudence as if You were directly acting. Notably, for avoidance of doubt, provisions of your **Contract** related to "risk management" are applicable to your **Non-Delcredere Agent's** acts, as if you were acting directly.

5. Non-Delcredere Agent Debt Declaration and Premium

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

6. Indemnification

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

- that the **Sales Contract** was entered into by the **Non-Delcredere Agent** for your account;
- of the existence of the **Non-Delcredere Agent Agreement**;
- of the **Non-Payment** by the **Buyer**;
- that you and/or the **Non-Delcredere Agent** used all legal means to seek for recovery of the amounts due in his name or, if necessary, in your name.

7. Definitions

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

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

Non-Delcredere Agent Cover means the cover provided to You as per this option;

Non-Delcredere Agent Agreement means a legally binding agreement entered into between You and your **Non-Delcredere Agent**, by which he undertakes to enter into **Sales Contracts** with **Buyers** for your account and to remit to You payments received for your account from **Buyers**, without guaranteeing payments from the **Buyers**;

Non-Delcredere Agent Debt Declaration means the amount of **Non-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**;

Non-Delcredere Agent Debts means **Debts** arising from **Sales Contracts** entered into with **Buyers** for your account by your **Non-Delcredere Agent**, to the exclusion of any commission or margin added by the **Non-Delcredere Agent**.



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



科法斯產物貿易信用保險非保證付款保險附加條款

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除主保險契約所提供關於債務不履行的保障外，被保險人之非保付代理人為被保險人與買方簽訂之買賣契約產生的買方債務不履行風險，亦為本附加條款的承保範圍。

1. 承保範圍

1.1 可承保的應收帳款

若於交付日時符合以下情況，本公司依據本附加條款承保非保付應收帳款：

- 被保險人應遵循特別條款之「授信決定」規定，為買方設定授信決定。
- 被保險人已簽訂有效的非保付代理合約。

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 1.2.1.1 條的定義。

2. 除外責任

2.1 除外保險的應收帳款

主保險契約的除外責任約定適用於本附加條款。

2.2 除外的損失原因

本公司不承保被保險人之代理人未依據非保付代理人合約，將代表被保險人未將收到之買方支付款項匯入被保險人帳戶而產生的債務不履行。

本公司於本附加條款下的賠償責任，將於被保險人的非保付代理人收到買方支付之款項時免除。

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

被保險人承諾並保證被保險人之非保付代理人，將善盡與處理自己事務為同一注意義務。為免疑義，被保險人非保付代理人之行為，應如同被保險人為自己處理事務般，適用主保險契約中有關「風險管理」的規定。

5. 非保付應收帳款申報和保險費

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

6. 損害補償

被保險人申請理賠時，應提供下列證明予本公司：

- 非保付代理人為被保險人簽訂之買賣契約。
- 非保付代理合約之存在證明。
- 買方債務不履行之證明。
- 被保險人及／或非保付代理人以其名義，運用所有法律途徑追償的金額，若有必要，可利用被保險人之名義為之。



7. 定義

非保付代理人係指依**非保付代理合約**辦理的代理人。

非保證付款險保費係指被保險人對於**非保證付款保險**依據本附加條款內容，應繳交之保險費。

非保證付款保險係指本公司依據本附加條款提供予被保險人的保障。

非保付代理合約係被保險人與**非保付代理人**簽訂之具法律效力的協議，非保付代理人依據該協議為被保險人之利益與買方簽訂買賣契約，並將代表被保險人收到的買方付款匯入被保險人帳戶，但是不保證買方會付款。

非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**非保付應收帳款**金額（若含加值稅，則適用之）。

非保付應收帳款係指被保險人之**非保付代理人**代表被保險人與買方所簽訂之**買賣契約**產生的**應收帳款**，但是非保付代理人的佣金或利潤除外。

8. 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，應準用於非保證付款保險。

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