



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優先支付能力附加條款

107.09.14 科保字第 1070093 號函備查

OPTIONS

PREFERENTIAL PAYMENT CAPACITY

In addition to **Non-Payment** cover provided for in the **Contract**, this option provides You with cover for the loss you may sustain as a direct and exclusive result of a **Revocatory Action**. Cover shall apply to **Debts** (i) resulting from Deliveries made during the *back period* that which would otherwise qualify for cover under the **Contract** and (ii) arising in respect of **Revocatory Action** issued within the *revocatory period*, subject to the following terms and conditions.

1. Notification of Revocatory Action

You shall notify Us [through our *online system*] as soon as and in any case no later than 10 days after You become aware of a **Revocatory Action** made against You. You shall indicate in your notification the amounts requested to be returned to the **Buyer** in connection with the **Revocatory Action**.

This notification shall be considered as a **Notification of Overdue Account**. Consequently, all references to the **Notification of Overdue Account** made in this **Contract** shall also be read as references to the notification of **Revocatory Action**. By derogation to article 3.1.1 a) of the General Terms of this **Contract**, the notification of **Revocatory Action** shall not be subject to the *time limit for notification*.

2. Risk management - Diligence and prevention

You shall take all measures as may be considered necessary to prevent or minimise the consequences of a **Revocatory Action**.

3. Intervention of the Debt Collection Agency

3.1 Unless otherwise agreed in writing by Us after the notification of **Revocatory Action**, You shall appoint on an exclusive basis the *Debt Collection Agency* for the purpose of defending your rights in relation to the **Revocatory Action**. You agree to sign all authorisations, powers of attorney or other documents necessary to this effect.

3.2 You shall cooperate and provide such assistance as required to enable the *Debt Collection Agency* to defend efficiently your rights in connection with the **Revocatory Action**. In particular, You shall provide upon the request of the *Debt Collection Agency* and within the prescribed time limit, any information, document or title required by the *Debt Collection Agency* for the purpose of this clause. The decision of whether or not to accept a settlement agreement with the **Buyer** or to pursue legal proceedings against the **Buyer** shall be subject to our prior written approval.



3.3 You hereby authorise Us to represent You, with full powers and on an exclusive basis, before the *Debt Collection Agency* with respect of the defense of your rights in relation to the **Revocatory Action**. To this effect, You hereby grant Us an irrevocable and exclusive mandate to instruct the *Debt Collection Agency* to defend your rights as soon as a **Revocatory Action** is made, to receive from the *Debt Collection Agency* all relevant information and reports relating to the **Revocatory Action** and to forward to the *Debt Collection Agency* all relevant elements relating to the **Revocatory Action** including our decisions as to accepting or not a settlement agreement with or to pursue legal actions against the **Buyer**.

This clause shall apply without prejudice of article 4 ("Collection") of the General and Specific Terms of this **Contract**.

4. Debt Indemnification

4.1 Net Debt:

Payments once actually reimbursed to a **Buyer**, which You were legally required to make to a **Buyer** as a result of a **Revocatory Action** and which relate to **Deliveries** made during the *back period* shall be put on the debit side of the **Net Debt** defined in article 3.2.1 a) of the General Terms of this **Contract**.

4.2 Indemnification level:

Notwithstanding the article 3.2.1 a) of the General Terms, if the following conditions are met, We shall pay the *insured percentage* of the **Net Debt** subject to the *maximum liability for preferential payment* in effect when the **Insolvency** occurred:

- The **Buyer** is located in a *covered country* of this Contract,
- The **Buyer** is located in the European Union, Switzerland, Norway, Canada and the United States of America,
- The **Insolvency** of the **Buyer** occurred during the effect of this option,
- The **Revocatory Action** occurred during the effect of this option,
- A **Positive Credit Decision** was in force when the **Deliveries** concerned by the **Revocatory Action** were made, and
 - o If this **Contract** was not in effect at the time the **Deliveries** were made, You will provide us with the proof of cover of the **Buyer** as of the last day of your previous insurance contract,
 - o If this **Contract** was not in effect at the time the **Deliveries** were made and you were not insured at this time, we will apply the *back period* of two years.

4.3 Date of payment :

Provided you have complied with the terms of your Contract and of the terms of this option, We shall indemnify you within 30 days from the receipt of the evidence that you have actually reimbursed the **Buyer**.

4.4 Maximum liability:

Notwithstanding the article 3.2.3 Maximum Liability of the General Terms, the *Maximum liability* of the Contract will not apply to the **Debt** Indemnification made in compliance with this Preferential Payment Capacity option.

5. Expenses

The definition of **Collection Expenses** as defined in article 15 of the General Terms also include the expenses incurred by you to defend your rights in connection with the **Revocatory Action**.



These expenses will be indemnified and for this purpose of this option the cover ratio shall be equal to 1.

6. Date of effect

This option will take effect at the date of effect specified in the Special Terms and will be tacitly renewed for further insurance periods for as long as the Contract remains in force unless You or We terminate it with a 30 day notice by registered letter.

7. Premium for the preferential payment maximum liability

The Preferential Payment Capacity option is subject to the payment of a *Preferential Payment Capacity Premium* which do not contribute to the *minimum premium* of your Contract.

The *Preferential Payment Capacity Premium* is payable upon subscription of the option and will be due at the beginning of each subsequent insurance period.

If You or We terminate the effect of this option before the end of an insurance period, the *Preferential Payment Capacity Premium* will be due on a prorata basis of the covered period, and we will refund any amount we would owe You in this respect except if a claim was paid or is to be paid under this option related to the same insurance period, in which case the full *Preferential Payment Capacity Premium* remains due.

8. Definitions

Revocatory Action: means a demand of a **Buyer**, validly based on applicable **Insolvency** laws, requiring You to reimburse sums which You received from him in payment of a **Debt** before he became subject to **Insolvency**.

Notwithstanding the definition of **Buyer** in the article 15 of the General Terms, for the purpose of this option, it is expressly specified that all references made to the **Buyer**, when it is related to this option, include the administrator, receiver, liquidator, official receiver or any other insolvency official, as appropriate, of the **Buyer** subject to **Insolvency**.

9. Remaining conditions of your Contract

All other terms of the **Contract** not modified by this option shall apply to the cover of **Debts** following a **Revocatory Action**.

Variables to include in the Special Terms for the option Preferential Payment capacity

- 1- Revocatory period :[x]years from the date in which the payment for the relevant invoice has been received by You
- 2- Maximum liability for preferential payment :
- 3- Preferential Payment Capacity premium: [X][currency] excluding any applicable tax per insurance period
- 4- Back period: [x] years for **Buyers** located in Germany and [x] years for **Buyers** located in the other countries



[C_COV_XXXXX_01_ST] [if there is a separate contract for debt collection this following clause must not appear in the Special Terms, but a similar clause is to be inserted in the contract service]

In addition to article 6.3.2 of the Special Terms ("Fees due to the *Debt Collection Agency*"), You shall pay to the *Debt Collection Agency* in consideration for its intervention in defending your rights in relation to the **Revocatory Action**, additional fees, the amount of which shall be agreed between You and the *Debt Collection Agency*.



科法斯產物貿易信用保險優先支付能力附加條款

107.09.14 科保字第 1070093 號函備查

除主保險契約所提供關於債務不履行的保障以外，本附加條款還針對被保險人直接且單獨因**撤銷訴訟**可能承受的損失提供保障。惟保障僅適用於：(i)在**回溯期**內因符合主保險契約保障的交付而產生的帳款；以及(ii)在**撤銷期**內就**撤銷訴訟**事宜所引起的債務，並且須遵守以下條款與條件的規定。

1. 撤銷訴訟通知書

當被保險人知針對伊的**撤銷訴訟**後的 10 天內，應盡速[透過本公司的線上系統]通知本公司。在被保險人的通知書上，須註明有關**撤銷訴訟**要求退還給買方的金額。

該通知應視為**逾期帳款通知**。因此，主保險契約中所提及的**逾期帳款通知**也應視同提及**撤銷訴訟通知書**。依主保險契約一般條款第 3.1.1 a) 條的放寬規定，**撤銷訴訟通知書**不受**通知期限**的限制。

2. 風險管理 – 盡職調查及預防

被保險人得採取一切必要措施預防或降低**撤銷訴訟**產生的不利益。

3. 帳款催收機構的介入

3.1 除非經過本公司的書面同意，否則於通知**撤銷訴訟**後，被保險人必須指定專屬**帳款催收機構**，以便之對**撤銷訴訟**維護被保險人的權利。為使該指定產生效力，被保險人須同意簽署所有的授權書、委託書或其他必要文書。

3.2 被保險人應配合並依要求提供協助，以便**帳款催收機構**針對**撤銷訴訟**有效地維護被保險人的權利。尤其是在**帳款催收機構**提出要求後，被保險人應在規定期限內提供**帳款催收機構**所要求的任何資訊、文件或權限，以實現本附加條款的宗旨。至於是否決定接受與買方作成和解協議，或是否決定對買方提出法律追訴，皆須事先獲得本公司的書面批准。

3.3 於指定**帳款催收機構**針對**撤銷訴訟**維護被保險人的權利之前，被保險人應在此授予本公司充分的權限和專有代理權。為使授權發生效力，被保險人應在此授予本公司不可撤銷的專有代理權，以便在**撤銷訴訟**進行後，本公司可立即指示**帳款催收機構**捍衛被保險人的權利、可接收**帳款催收機構**在**撤銷訴訟**方面的所有相關資訊和報告，以及將**撤銷訴訟**的一切相關內容，包括本公司是否決定接受與買方作成和解協議，或是否決定對買方提出法律追訴，全部轉交給**帳款催收機構**。

本條款的適用不影響主保險契約一般條款及特別條款第 4 條（「託收」）所述規定。

4. 債務賠償

4.1 淨債務：

因**撤銷訴訟**致使被保險人在法律上被要求支付給買方，即實際償還給買方的款項，以及在**回溯期**內因相關交付所產生的款項，應計入主保險契約一般條款第 3.2.1 a) 條所定義的**淨債務**的借方。

4.2 賠償標準：

除一般條款第 3.2.1 a) 條的規定以外，**破產**發生時，如有符合下列條件者，本公司將按照現行**最高賠償責任**的優先支付規定，支付已投保百分比的**淨債務**予：

- 買方 - 其所在地位於本契約中承保的國家；
- 買方 - 其所在地位於歐盟、瑞士、挪威、加拿大和美國；
- 在本附加條款有效期間內發生**破產**的買方；
- 在本附加條款有效期間內發生**撤銷訴訟**；

COMPAGNIE FRANÇAISE D'ASSURANCE POUR LE COMMERCE EXTERIEUR, TAIWAN BRANCH
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-當**撤銷訴訟**所涉及的**交付**作成時，**正面信用決定**已有效的實行，以及

- 在**交付**作成之時，若**主保險契約**已無效，則被保險人必須提供本公司**買方**截至被保險人之前**保險契約**的最後一天為止的**保障證明**；
- 在**交付**作成之時，若**主保險契約**已失效，而且被保險人目前沒有投保，則本公司將實施兩年的**回溯期**。

4.3 付款日期：

若被保險人有遵守**主保險契約**的條款及本附加條款的條款，則於收到證明（被保險人已實際補償給**買方**的收據）後的 30 天內，本公司將賠償給被保險人。

4.4 最高賠償責任：

除一般條款第 3.2.3 條的最高賠償責任規定以外，本契約的**最高賠償責任**不適用於**帳款**賠償，以符合本優先支付能力附加條款的規定。

5. 費用

一般條款第 15 條所述的**託收費用**之定義，亦包括被保險人針對**撤銷訴訟**維護自己的權利所產生的費用。

以上費用都將予以賠償，而且為實現本附加條款的宗旨，保障覆蓋比率應等於 1。

6. 生效日期

本附加條款於特別條款規定有效之日起生效，並且只要**主保險契約**仍然有效將可繼續展延保險期間，惟被保險人或本公司提前 30 天以掛號方式通知終止契約不在此限。

7. 優先支付最高賠償責任之保費

優先支付能力附加條款係依**優先支付能力保費**的支付款項為準，不會影響**主保險契約**的**最低保費**。

於同意附加條款後，即支付**優先支付能力保費**，且保費在各後續保險期間開始時到期。

若被保險人或本公司在保險期間到期之前即終止本附加條款的效力，則**優先支付能力保費**將按保險期間的比例到期，而本公司將退還在這方面欠被保險人的任何款項，惟本公司根據本附加條款所涉及的相同保險期間已支付或將支付保險金的情況不再此限。在這種情況下，全部的**優先支付能力保費**視為到期。

8. 定義

撤銷訴訟：係指根據所適用的**破產法**，**買方**要求被保險人償還其**破產**前已支付給被保險人的**債務**。

除一般條款第 15 條定義的**買方**以外，為實現本附加條款的宗旨，特此明確規定凡與本附加條款有關而提及的**買方**，包括**破產宣告**指定予**買方**的管理人、接管人、清算人、法定接管人，或任何其他處理破產的官員（如適用）。

9. 被保險人契約的剩餘條件

主保險契約的其他條款未經本附加條款修改者，將適用於**撤銷訴訟**所述的**債款**保障。

特別條款內有關**優先支付能力附加條款**的變數

1-**撤銷期**：自被保險人收到相關發票付款日起為期 x 年。

2-**優先支付**的最高賠償責任：

3-**優先支付能力保費**：[X][貨幣]不包括每個保險期間任何適用的稅賦。



4- 回溯期：德國的買方為 x 年，其他國家的買方為 x 年。

[C_COV_XXXXX_01_ST] [若有個別的帳款催收契約，則本條款不得出現在特別條款中，但類似的條款可納入服務契約]

除特別條款（「帳款催收機構收取的費用」）第 6.3.2 條的規定以外，被保險人尚須支付報酬給帳款催收機構，作為其介入撤銷訴訟維護被保險人權利的對價。至於額外的費用，由被保險人和帳款催收機構之間所商定的金額為準。

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