



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附加條款

107.09.14 科保字第 1070092 號函備查

### OPTIONS

#### PREFERENTIAL PAYMENT

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 exclusively to **Debts** (i) resulting from **Deliveries** made during the *retrospective 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 the **Contract** shall also be read as references to the notification of **Revocatory Action**. By derogation to article 3.1a) of the General Terms of the **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 affect, 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

The **Debts** resulting from the payment You were legally required to make to a **Buyer** as a result of a **Revocatory Action** and which relate to **Deliveries** made during the *retrospective period* shall be put on the debit side of the **Net Debt** defined in article 3.2.1a) of the General Terms of this **Contract**.

In case **Debts** relating to several **Deliveries** made to the same **Buyer** are subject to a **Revocatory Action**, We shall take into account the highest **Positive Credit Decision** applicable to such **Deliveries** for the purpose of article 3.2.1.a) of the General Terms.

#### 5. Indemnification of Collection Expenses

Notwithstanding article 3.2.2a) of the General Terms ("Indemnification level"), the cover ratio shall be equal to 1 for the purpose of this option.

#### 6. 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**.

It is expressly specified that all references made in this option to the **Buyer** include the administrator, receiver, liquidator, official receiver or any other insolvency official, as appropriate, of the **Buyer** subject to **Insolvency**.

#### 7. Miscellaneous

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**

*retrospective period*: period of [x months] before the Insolvency date of the relevant **Buyer**.

*revocatory period* : [x years] from the date in which the payment for the relevant invoice has been received by You

*[if there is a separate contract for debt collection this 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附加條款

107.09.14 科保字第 1070092 號函備查

除主保險契約所提供關於債務不履行之保障以外，本附加條款仍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。惟此保障僅適用於：(i)在**追溯期**內因符合主保險契約所承保的**交付**而產生的帳款；以及(ii)在**撤銷期**內所作成之撤銷訴訟所產生的帳款，並且須遵守以下條款與條件的規定。

### 1. 撤銷訴訟通知書

被保險人知有針對伊之**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**應視為**撤銷訴訟通知書**以適用於本附加條款。依主保險契約一般條款第 3.1a)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

被保險人應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 除非經過我們的書面同意，否則於被保險人通知**撤銷訴訟**後，被保險人必須指定專屬**帳款催收機構**，以便針對**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 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，被保險人得在此授予本公司充分的權力和專有權代表被保險人。為使授權發生作用，被保險人應在此授予我們不可撤銷的專有代理權，以便在**撤銷訴訟**作成後，本公司得立即指示**帳款催收機構**維護被保險人的權利、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，包括我們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訴訟，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」）之規定。

### 4. 債務賠償

因**撤銷訴訟**致使被保險人在法律上被要求支付給買方的款項而產生的**債務**，以及在**追溯期**內因相關**交付**而產生的債務，應記入主保險契約一般條款第 3.2.1a)條所定義的**淨債務**的借方。

倘若依**撤銷訴訟**，被保險人須將數筆**交付**所產生的帳款支付給相同買方的情況下，本公司會將該等**交付**計入最高正面信用決定，以符合一般條款第 3.2.1.a)條的宗旨。

### 5. 託收費用的補償



除一般條款（「賠償標準」）第 3.2.2a) 條的規定以外，保障覆蓋比例應等於 1，以實現本附加條款的宗旨。

## 6. 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**前支付予被保險人的**帳款**。

特此明確規定，本附加條款中所提及的**買方**，包括依**破產宣告**所指定予**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）。

## 7. 其他

主**保險契約**的其他條款未經本選項修改者，將適用於**撤銷訴訟**所述的**帳款**保障。

**特別條款內有關優先支付附加條款的變數**

**追溯期**：為相關**買方**在破產日前為期[x 個月]。

**撤銷期**：自被保險人收到相關發票付款日起為期 x 年。

*[若有個別的帳款催收契約，則本附加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**以維護被保險人的權利之對價。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