



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裝運前服務 和交易活動保險附加條款

107.08.31 科保字第 1070079 號函備查

OPTIONS

PRE-SHIPMENT COVER FOR SERVICES AND TRADING ACTIVITIES

1. Cover

In addition to the **Non-Payment** cover provided in your **Contract**, this option provides You with the **Pre-Shipment Cover** for the **Pre-shipment Loss** incurred by You for the performance of a **Sales Contract**, when such **Sales Contract** is interrupted due to the occurrence of a **Pre-Shipment Cause of Loss** preventing You from performing your contractual obligations as per your **Sales Contract**.

1.1 Scope of cover

1.1.1 Insurable costs

Costs insurable under this option are **Pre-Performance Costs**, incurred by You as per a **Sales Contract** covered by this **Contract**.

1.1.2 Insurable causes of loss

Our cover shall apply to **Pre-Performance Costs** incurred by You and resulting to a loss due to the occurrence of one of the following **Pre-Shipment Causes of Loss**:

- a. Your **Buyer's Insolvency** ;
- b. A **Natural Disaster** or a **Political Event** for **Sales Contracts** with **Buyers** located abroad, provided that your **Contract** includes Political Event Cover option and/or Natural Disaster Cover option.

1.2 Exclusion of cover

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1.2.1 In addition to the article 1.2.1 Excluded Debt of the General Terms, our cover shall not apply to **Sales Contracts** with a delivery period longer than the *maximum delivery period*.

1.2.2 Our cover shall not apply to **Pre-Performance Costs**

- incurred after **Refusal** or **Cancellation** of the **Credit Limit**;
- exceeding the **Sales Contract** value
- representing the profit margin of the **Sales Contract**.

1.2.3 Excluded causes of loss

Excluded causes of loss are the ones defined in article 1.2.2 of the General Terms.

1.3 Commencement of cover

Our cover will start on the date of execution of the **Sales Contract**, provided that a **Credit Limit** is in force on the **Buyer** beforehand.

If execution of the **Sales Contract** is subject to a pre-condition, **Pre-Shipment Cover** will only start on the date when such pre-condition is satisfied. In particular, if the **Sales Contract** requires an installment to be paid, **Pre-Shipment Cover** shall become effective only after the date when you receive this installment in your country.

2. Risk management

2.1 Notification of Adverse Information

You shall notify us in writing of any **Adverse Information** you become aware of within the delay stated in the article 2.3 of the General Terms.. For the purpose of this option, any event you become aware of that could cause the due performance of the **Sales Contract** to be interrupted or delayed (including any potential legal proceedings before a Court or arbitration) shall be considered as an **Adverse Information**.

2.2 Credit Limit on the Buyer

(i) You must obtain a **Credit Limit** on the **Buyer** before the date of execution of the **Sales Contract** becomes effective. In your request for a (initial or revised) **Credit Limit**, You must specify that **Pre-Shipment Cover** is requested ticking the dedicated box in your request. The **Credit Limit** granted applies to execution of **Sales Contracts** that started after the date we received your request for such **Credit Limit**. This option is not applicable where a **Credit Decision** has been determined by You within your Discretionary Limit.

(ii) When **Pre-Shipment Cover** is requested on a given Buyer, our **Credit Limit** sets the maximum amount covered by Us for such **Buyer**, whether for **Non-Payment** or for **Pre-Shipment Cover**; accordingly, the amount of the **Credit Limit** shall include the **Outstanding** and the amount of **Pre-Performance Costs** defined in article 1.1.1 above.

(iii) Our **Credit Limit** may also set any specific conditions as may be applicable to the **Pre-Shipment Cover**.

(iv) If the **Credit Limit** we grant is subject to your obtaining of a Security, the **Pre-Shipment Cover** will be valid provided that you obtain and maintain a **Security** valid and enforceable.



2.3 Change in Credit Limit

In case of a **Reduction**, You will still be covered for your **Pre-Performance Costs**; accordingly, You shall continue to perform the works related to the **Sales Contract** and engage further **Pre-Performance Costs** necessary for the completion of the works. In case of a claim, such additional **Pre-Performance Costs** will be integrated in the loss calculation and will be indemnified as part of your **Pre-shipment Loss** on the basis of the initial **Credit Limit** granted. In the case where the reduced **Credit Limit** is not sufficient to complete the performance of your contract, you will have the possibility during the *pre-shipment notification* period following our **Reduction** to request [through our *online system*] a specific **Pre-Shipment Binding Order Cover** covering the **Pre-performance Costs** incurred up to the **Delivery** to the **Buyer**.

In case of a **Cancellation** of the **Credit Limit** before a **Pre-Shipment Cause of Loss** stated in article 1.1 has occurred, You have the possibility during the *pre-shipment notification* period following our **Cancellation**, to request [through our *online system*] a specific **Pre-Shipment Binding Order Cover** covering the **Pre-Performance Costs** incurred up to the **Delivery** to the **Buyer**.

If we refuse such **Pre-Shipment Binding Order Cover**, you shall send us a **Notification of Claim**.

3. Indemnification

3.1 Notification of Claim and evidence of claim

3.1.1 Your Notification of Claim

In case of occurrence of a **Pre-Shipment Cause of Loss**, You must send us within [thirty (30) days] a **Notification of Claim** evidencing the amount of the **Pre-Performance Costs** and any element necessary for the calculation of your **Pre-shipment Loss** as defined in article 3.2.1 below.

3.1.2 Our Decision

Upon occurrence of a **Pre-Shipment Cause of Loss**, you must not continue to perform the **Sales Contract** nor, if applicable, use the supplies that are still in your possession without our prior written agreement.

Upon receipt of your **Notification of Claim**, we shall decide and notify You (i) either to continue the performance of the **Sales Contract**, (ii) or to interrupt it.

If we notify You to continue the performance of the **Sales Contract**, You shall continue to perform the **Sales Contract** and engage, with our previous agreement, further **Pre-Performance Costs** necessary for the performance of the **Sales Contract**. Such additional **Pre-Performance Costs** will be integrated in the loss calculation and will be indemnified as part of your **Pre-shipment Loss**;

If we notify You to interrupt the performance of the **Sales Contract**, You shall stop the **Sales Contract** performance; the **Pre-shipment Loss** calculation will be made on the basis of **Pre-Performance Costs** already incurred as of the date of receipt of your **Notification of Claim**.

3.2 Pre-shipment Costs indemnification

3.2.1 Indemnification level

The **Pre-shipment Loss** is the balance of the following calculation:

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- on the debit side :

The amount of the Pre-Performance Costs (including if applicable the additional Pre-Performance Costs in case of continuation of the **Sales Contract** after receipt of your **Notification of Claim** as per article [3.1.3]), after deduction of **Pre-Performance Costs** associated with services already delivered or trading already operated to the **Buyer**.

Pre-Performance Costs paid for in any other currency than the *currency of the contract* must be converted at the *exchange rate* in force on the day of payment.

- on the credit side :

Incomes related to the **Sales Contract** such as but not limited to

- ✓ pre-payments made by the **Buyer**,
- ✓ **Proceeds** from the reselling of goods if applicable to a third party,
- ✓ re-use value of the procured materials if applicable,
- ✓ proceeds from the selling-up of **Security**, and
- ✓ the collection of any indemnities (other than those of this **Contract**).

Our indemnity will be the *insured percentage* of (i) the **Pre-shipment Loss** calculation within the limit of the **Credit Limit** granted on the Buyer or (ii) in case of **Pre-Shipment Cover** and **Non-Payment Cover** on the same **Buyer**, the **Pre-shipment Loss** calculation within the limit of the remaining balance of the **Credit Limit** after indemnification of the **Non-Payment** cover.

3.2.2 Delay

Provided you have (i) duly complied with the terms of this **Pre-Shipment Cover**, (ii) forwarded Us with evidences of the **Sales Contract**, and of the **Pre-Performance Costs**, within the *waiting period*, and (iii) We agree with your **Pre-Shipment Loss** calculation, We shall indemnify You within thirty days of the expiration of the *waiting period*.

3.2.3 Expert investigation

In addition to article 12.2 of the **Contract**, in case of disagreement between You and Us with respect to the cause and/or the amount of the **Pre-shipment Loss** calculation described above, We reserve the right to appoint an expert who will prepare the **Pre-shipment Loss** calculation. You undertake to provide such expert with any and all information he may consider necessary and give him full access to your books and accounts.

Such expert opinion will be binding upon the parties on the cause and/or the amount of the **Pre-shipment Loss** calculation.

If the expert's **Pre-shipment Loss** calculation is equal or within 10% of the amount of your **Pre-shipment Loss** calculation, We shall bear the expert's fees. If the expert's **Pre-shipment Loss** calculation differs by more than 10% of the amount of your **Pre-shipment Loss** calculation the expert fees shall be borne by You.

4. Definitions

Pre-shipment Loss: means loss suffered as defined in article [1] of this option;

Proceeds: the greater of (i) the actual value of resale of the goods or (ii) 50% of the initial **Sales Contract** value, whichever is the greater, as per article [3.2] of this option;

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Pre-Performance Costs: means costs (including overhead costs and costs of a binding purchase order not yet delivered) which are (i) necessary for the performance of the **Sales Contract**, (ii) demonstrably allocable to the **Sales Contract** interrupted and (iii) justified on proper cost accounting principles;

Notification of Claim: your notification to Us of a claim as per article 3.1.1 of this option;

Pre-Shipment Cause of loss: causes of loss covered by this Option as per article 1.1.2 of this option;

Pre-shipment Cover: cover provided to You as per this option;

Pre-Shipment Binding Order Cover: additional cover which may be granted as per article 2.3 of this option;

5. The other provisions of your **Contract** not contradicted by this option, apply mutatis mutandis to the **Pre-shipment Cover**.

Variables to include in the Special Terms for the option pre-shipment: Services and trading activities:

- 1) the maximum delivery period :[x days] counted from the date the execution of the sales contract begins
- 2) *pre-shipment notification period:* [x days] from our **Reduction** or **Cancellation**



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107.08.31科保字第1070079號函備查

1. 承保內容

除主保險契約所提供關於債務不履行的保障外，本附加條款是針對被保險人發生裝運前損害原因而產生的裝運前損失，提供裝運前保障。裝運前損失相當於被保險人為履行銷售合約而產生的履約前成本，即指被保險人發生裝運前損失原因而未能依據銷售合約履行合約義務，導致銷售合約中止產生的成本。

1.1 承保範圍

1.1.1 可承保的成本

本附加條款承保的成本，為被保險人依本保險契約所涵蓋之每一銷售合約產生的履約前成本。

1.1.2 可承保的損失原因

本公司之承保範圍適用於被保險人發生下列任一裝運前損失原因，產生的履約前成本和損失：

- a. 被保險人之買方喪失清償能力。
- b. 所在地位於國外之銷售合約的買方發生政治事件或天然災害，而主保險契約包括政治事件附加條款及／或天然災害附加條款。

1.2 除外保險

1.2.1 除一般條款第 1.2.1 條的除外債權規定外，本公司之承保範圍不適用於交付期間超過最長交付期間的銷售合約。

1.2.2 本公司之承保範圍不適用於下列履約前成本

- *信用額度遭到拒絕或取消後產生的成本。
- *超過銷售合約價值的成本。
- *銷售合約的利潤。

1.2.3 排除的損害原因

排除的損害原因，請參見一般條款第1.2.2 條之定義。

1.3 承保範圍之始期

若本公司已事前核定買方的信用額度，則本公司之保險責任將自銷售合約的簽訂日開始。

若銷售合約是在完成先決條件後簽署，則裝運前保險將自該先決條件之完成日開始生效。若銷售合約要求分期付款，裝運前保險應自被保險人在國內收到該分期款項之日起生效。

2. 風險管理

2.1 負面訊息通知

被保險人應於獲悉任何負面訊息五日內書面通知本公司。就本附加條款之目的而言，被保險人應將獲悉之可能會導致銷售合約之履行中止或延誤的任何事件（包括任何法院訴訟程序或仲裁程序），均視為負面訊息。

2.2 買方的信用額度

(i)被保險人必須於簽訂之銷售合約生效前，取得買方的信用額度，而被保險人在申請（初次或更新）信用額度時，必須勾選申請書內要求裝運前保險的指定選項。本公司授予的信用額度，適用於接獲被保險人之信用額度申請書之日後開始執行的銷售合約。此選項不適用於被保險人在自主授信範圍內自行設定的信用額度之情況。



(ii) 當特定買方要求裝運前保險時，無論債務不履行或裝運前保險，本公司會為該買方設定最高信用額度，因此，該信用額度應包括未清償款項以及前揭第1.1.1 條定義的履約前成本。

(iii) 本公司之信用額度得同時設定任何特殊條件，且得適用於裝運前保險。

(iv) 若本公司係根據被保險人取得之擔保品授予信用額度，則裝運前保險的信用額度，將在被保險人取得並維持有效和可執行擔保品的情況下持續有效。

2.3 變更信用額度

若信用額度降低，被保險人的履約前成本仍可受到保障，因此，被保險人應繼續履行銷售合約以及支出完成工作需要的履約前成本。若提出索賠時，該額外履約前成本將計算為損失，並依據原有授予之信用額度賠償被保險人部分裝運前損失。

若信用額度在發生第1.1條裝運前損失前遭到取消，被保險人得於本公司取消後 8 天內，「透過本公司線上系統」要求特定的裝運前履約交易保險，保障交付貨物予買方產生的履約前成本。

若本公司拒絕提供該裝運前履約交易保險，被保險人應寄發索賠通知予本公司。

3. 理賠責任

3.1 索賠通知和索賠證據

3.1.1 索賠通知

若發生任何裝運前損失原因，被保險人應於「三十(30)天」內寄發索賠通知，證明履約前成本金額，以及依據下述第 3.2.1 條規定提供計算損失的任何必備要件。

3.1.2 本公司的決定

被保險人於寄發索賠通知後，未經本公司事前書面同意，不得繼續履行銷售合約或使用被保險人持有的供應品。

本公司應於接獲被保險人的索賠通知後，立即通知被保險人 (i) 繼續履行銷售合約，或 (ii) 中止履行合約。

若本公司通知被保險人繼續履行銷售合約，被保險人得於經本公司事前同意，繼續履行銷售合約和支出履行銷售合約需要的履約前成本。該額外之履約前成本將計算為損失，並依據被保險人的裝運前損失進行賠償。

若本公司通知被保險人中止履行銷售合約，被保險人應停止履行銷售合約，而裝運前損失將會依據接獲被保險人之索賠通知之日前已發生的履約前成本計算。

3.2 補償履約前成本

3.2.1 賠償範圍

裝運前損失為下列公式計算的餘額：

* 借方包含之金額：

履約前成本的金額（包括依據第[3.1.3]條規定，在接獲被保險人的索賠通知後，若被保險人繼續履行銷售合約產生的額外履約前成本），應扣除已交付買方之服務或已為買方操作交易的相關履約前成本。

履約前成本的支付幣別非本合約幣別時，應依付款當日的匯率轉換成本合約幣別。

* 貸方包含之金額：

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銷售合約的相關收入，例如但不限於：
買方的預付款，
轉賣商品（若適用）予第三方的所得，
已採購原料（若適用）的再利用價值，
出售擔保品的所得，
以及收取的任何賠償（本保險契約補償除外）。

我們將依據（i）授予之買方信用額度範圍內計算的裝運前損失，或（ii）若裝運前保險和債務不履行保險的對象為同一買方時，在賠償債務不履行保險後剩餘的信用額度範圍內計算的裝運前損失之承保比例賠償。

3.2.2 遲延

若被保險人（i）已確實遵循裝運前保險的條款，（ii）在等待期間提交銷售合約和履約前成本證明予本公司，且（iii）本公司已同意被保險人的裝運前損失計算時，本公司將於等待期間屆滿後30天內賠償被保險人。

3.2.3 專家調查

除合約第 12.2 條規定外，若被保險人與本公司對於上述裝運前損失之原因及／或計算金額的意見分歧時，本公司有權指定一位專家計算裝運前損失，被保險人應同意提供所有的必要資訊予該專家，並授權專家查閱被保險人之帳簿和帳目。

該專家對於裝運前損失之原因及／或計算金額的意見，將對雙方具拘束力。

若專家計算之裝運前損失等於或不超過被保險人計算之裝運前損失金額的 10%時，應由本公司負擔專家之費用，若專家計算之裝運前損失與被保險人計算的金額相差超過 10%，則應由被保險人負擔專家之費用。

4 名詞定義

裝運前損失：係指本附加條款第 [1] 條定義之損失。

所得：係指（i）商品轉售的實際價值，或（ii）原始銷售合約價值的 50%，以金額較高者為準，並依本附加條款第[3.2] 條決定金額較高者。

履約前成本：成本(包括尚未交付的約束性採購訂單的間接費用和成本)係指（i）履行銷售合約需要的成本，（ii）明確可分配予經中止的銷售合約，以及（iii）依據適當之成本會計準則所計算者。

索賠通知：被保險人依本附加條款第 3.1.1 條將索賠事項通知本公司。

裝運前損失原因：本附加條款第 1.1.2 條承保的損失原因。

裝運前保險：本附加條款提供予被保險人的保障。

裝運前履約交易保險：依本附加條款第 2.3 條同意的額外保障。

5. 主保險契約的其他規定未與本附加條款規定事項牴觸之部分，應準用於裝運前保險。

特別條款內有關裝運前：服務和交易活動附加條款的變數

1)最長交付期間：自銷售合約簽訂之日[x]天開始起算

2)裝運前保險損失通知期間：自本公司降低或取消信用額度[x]天內



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