



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累積自負額附加條款

107.09.28 科保字第 1070100 號函備查

OPTIONS

AGGREGATE FIRST LOSS

By exception to article 3.2- "Indemnification" of the General Terms of Your **Contract**, as per this option, You expressly agree not to be indemnified until the amount of indemnification due as per your **Contract** reaches the **Aggregate First Loss**, defined in the Special Terms.

1. General principle

As per this option, You agree that, despite provisions of your **Contract**, no indemnity will be paid as long as the total amount of indemnities due relating to **Debts** arising in an *insurance period* does not exceed the **Aggregate First Loss**.

2. Amount of indemnities calculation

For implementation of this option, upon occurrence of a claim, after having calculated the amount of the indemnity due, before paying such indemnity, We shall draw the following **AFL Account**:

- On the credit side: (i) the total amount of indemnities paid or calculated relating to **Debts** arising in the concerned *insurance period* (including (i) debt indemnities and (ii) collection expenses indemnities).
- On the debt side: the total amount of **Recoveries** received after indemnities and relating to **Debts** arising in the concerned *insurance period*.

As soon as the balance of the **AFL Account** exceeds the **Aggregate First Loss**, indemnities in excess of the **Aggregate First Loss** will be paid in accordance with the **Contract** terms and conditions.

3. Risk attaching principle

If the **Net Debt** relates to **Deliveries** made across different *insurance periods*, the **Debt** will be allocated to the *insurance period* when **Deliveries** were made and the **Aggregate First Loss** applicable will be the one of the concerned *insurance period*.

Collection Expenses will be allocated on the *insurance periods*, on a prorata basis during which the **Collection Expenses** were invoiced.

4. Collection

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



For the sake of clarity, collection provisions stated in article 4 of the General Terms of your **Contract** apply, even if no indemnification is paid, due to this **Aggregate First Loss** option.

5. Recoveries

Any recovery obtained by You or by Us before an indemnity is triggered by Us, shall reduce the **Debt**. Such **Recoveries** shall be allocated in the chronological order of the relevant **Due Dates**, any different allocation provided by third parties will not be binding to Us.

After an indemnification is triggered by Us when the **Aggregate First Loss** is reached, any **Recoveries** obtained by You or by Us, relating to **Debts** pertaining to the *insurance period*, whether or not they have been indemnified by Us, are for our account, up to the amount of our indemnities paid as per this option.

6. Definitions

Aggregate First Loss corresponds to the amount of indemnities that you will keep for your own account.

AFL Account: means the account drawn as per article 2 of this option;

7. The other provisions of your **Contract** not contradicted by this option apply mutatis mutandis to this **Aggregate First Loss** option.

Variables to include in the Special Terms for the Option Aggregate First Loss

Aggregate First Loss: [xxx (currency),-- per *insurance period*]



科法斯產物貿易信用保險累積自負額附加條款

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此為主保險契約之一般條款第 3.2 條「賠償」的例外規定，被保險人依據本附加條款明確同意，被保險人之保險事故損失金額在達到特別條款訂定的**累積自負額**前，無法獲得賠償。

1. 基本原則

被保險人同意排除主保險契約之規定，而依據本附加條款，應收帳款在保險期間產生之相關損失賠償的總金額未達**累積自負額**前，無法獲得賠償。

2. 賠償金額計算

本公司應在發生理賠時，於計算損失賠償金額後、支付該等賠償之前，計算以下 AFL 帳目，以履行本附加條款：

-貸方：(i) 保險期間內已支付或計算之應收帳款的相關賠償總金額（包括：(i) 應收帳款賠償金額和 (ii) 催收費用賠償金額）

-借方：理賠後，收回保險期間產生之應收帳款的**追償款**總金額。

若 AFL 帳目的餘額超過**累積自負額**，將依據保險契約之條款與條件賠償超過**累積自負額**的損失。

3. 風險附加原則

若交付相關的**應收帳款損失淨額**係跨越不同保險期間所產生時，**應收帳款**應攤入交付所進行的保險期間計算，並於該段保險期間適用**累積自負額**的規定。

催收費用將依比例攤入發票所開立的保險期間計算。

4. 催收

為免疑義，即使因本附加條款而未給付賠償，仍應適用主保險契約之一般條款第 4 條的催收規定。

5. 追償款

被保險人或本公司將從應收帳款中扣除在本公司開始賠償前取得之任何追償款。該清償款將依據相關到期日之順序分配，且本公司將不受任何第三方所訂定之不同的分配順序影響。

當本公司因達到**累積自負額**而開始進行賠償後，任何被保險人或本公司取得關於本保險期間所產生之應收帳款的任何**追償款**之所有權，在本公司依本附加合約已賠償的金額範圍內，均歸屬於本公司。

6. 定義

累積自負額 係指被保險人應自行承擔的損失金額。

AFL 帳目：係指依據本附加條款第 2 條擬定的帳目。

7. 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**累積自負額** 附加條款。

特別條款內有關**累積自負額**附加條款的變更

累積自負額：[xxx(幣別)-每個保險期間]

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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

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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