



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拘束力訂單附加條款

107.09.14 科保字第 1070094 號函備查

### OPTIONS

#### BINDING ORDERS

Notwithstanding provisions of the General Terms, as per this option, we agree to grant You, after a **Reduction** or a **Cancellation** of our **Credit Limit** on a **Buyer**, a **Binding Order Cover** for the *Binding Order Period* subject to the following conditions.

#### 1. Scope of cover

##### 1.1 Insurable Debts

**Debts** insured under this option are **Debts** relating to **Binding Order** entered into less than six (6) months before the date of our **Reduction** or **Cancellation**.

##### 1.2 Insurable cause of loss

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

#### 2. Exclusions

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

In addition, our cover may not apply to **Debts**

- relating to **Sales Contract** and/or to **Deliveries Schedules** that You can interrupt and/or from which You may be released;
- for which, at the time of **Delivery**, a **Non Payment** of more than sixty (60) days from the **Due Date** is existing.,

For the purpose of this option, a **Credit Limit** set by Us with an expiration date shall not be considered as a **Cancellation** opening the possibility of a **Binding Order Cover** and is excluded from the scope of cover of this option.

#### 3. Commencement and amount of cover



- (i) Our cover will start on the date of **Reduction** or **Cancellation** of a **Credit Limit** on a **Buyer**, provided that, you notify Us [through our *online system*] your **Outstanding Notification** within the *Outstanding Notification Period*.
- (ii) **Binding Orders Covers** are not cumulative. Accordingly, in case of successive **Reductions** and/or **Cancellation**, each **Binding Orders Cover** will take effect only when the previous one is expired and for the remaining duration of the *Binding Order Period*.
- (iii) The insurable amount is the amount of **Binding Orders** notified in the **Outstanding Notification**, within the limit of the **Credit Limit** in force before our **Reduction** or **Cancellation**.

#### 4. Claims

In the event of a claim, You are required to provide Us with evidence of your contractual commitment and to submit copy of your **Sales Contract** and/or **Deliveries Schedule**, purchase orders and acknowledgment orders and any other documentation we may deem necessary.

#### 5. Definitions

**Binding Orders** means **Sales Contracts** and/or Deliveries Schedules in force at the date of our **Reduction** or **Cancellation** and that you are contractually and/or legally committed to perform, meaning that in the event You fail to make or perform further **Deliveries**, your **Buyer** would be entitled to take action against You for breach of contract and/or seek other legal remedies;

**Binding Order Cover** means cover of **Binding Orders** provided to You as per this option;

**Binding Order Period** means period during which the Binding Order Cover is in force, as defined in Special Terms, starting from the date of our **Reduction** or **Cancellation**;

**Deliveries Schedule** means schedule of deliveries of a **Sales Contract**, agreed with the **Buyer** and from which You cannot be released;

**Outstanding Notification** means your notification to Us of (i) your **Outstanding** on a given **Buyer** together with (ii) the value of forecasted **Deliveries** for the *Binding Order Period*;

**Outstanding Notification Period** means the period during which you shall send Us your Outstanding Notification as defined in Special Terms.

6. The other provisions of your **Contract** not contradicted by this option apply mutatis mutandis to the **Binding Order Cover**.

### Variables to include in the Special Terms for the option Binding Orders cover

Binding Order Period: [x] months

Outstanding Notification Period: [x] days from our **Reduction** or **Cancellation**



## 科法斯產物貿易信用保險拘束力訂單附加條款

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儘管一般條款已有規定，本公司仍同意在降低或取消授予之買方信用額度後，依據本附加條款之下列條件，在履約交易期間為被保險人提供拘束力訂單保險。

### 1. 承保範圍

#### 1.1 可承保的應收帳款

本附加條款承保的應收帳款，係指本公司在降低或取消信用額度之日前六（6）個月內所作成拘束力訂單所產生的相關應收帳款。

#### 1.2 可承保的損失原因

可承保的損失原因，參見主保險契約之一般條款第 1.1 條的定義。

### 2. 除外責任

主保險契約的除外責任約定，適用於本附加條款。

此外，本公司不承保下列應收帳款

- 被保險人可中止或可獲免責之買賣契約或交付計畫產生的應收帳款。
- 於交付當時，債務不履行已自付款到期日起超過六十（60）日的應收帳款。

就本附加條款之目的，本公司授予附期限之信用額度屆滿時，不得視為取消信用額度而啟動拘束力訂單保險，且本附加條款之承保範圍應不包含該情況。

### 3. 承保範圍之始期和保險金額

(i) 若被保險人於逾期帳款通知期間 [透過本公司的線上系統] 提供被保險人之未清償帳款通知予本公司，則本公司的保險責任應自降低或取消買方信用額度之日開始。

(ii) 拘束力訂單保險非累積性，因此，若發生連續降低及／或取消信用額度之情形，則各拘束力訂單保險將自前一保險期間屆滿時生效，且僅得於剩餘履約交易期間內有效。

(iii) 保險金額為未清償帳款通知內的拘束力訂單金額，且以本公司降低或取消前有效的信用額度為限。

### 4. 申請理賠

被保險人應於申請理賠時，提供與合約承諾有關的證明、買賣契約及／或交付計畫的副本、採購訂單、確認訂單，以及本公司認為有必要的其他文件副本。

### 5. 定義



**拘束力訂單**係指於本公司降低或取消信用額度之日仍有效的**買賣契約**及／或交付時程，且被保險人就其合約及／或法律承諾負有履行義務，亦即被保險人不履行交付時，買方有權採取法律行動以起訴主張被保險人違約及／或尋求其他法律救濟。

**拘束力訂單保險**：係指依據本附加條款提供予被保險人的**拘束力訂單**保障。

**拘束力訂單期間**係指特別條款記載之拘束力訂單保險效期，係自降低或取消信用額度之日起起算。

**交付計畫**係指**買賣契約**內之買賣雙方約定的交付計畫，且被保險人無法免除該依此計畫交付的義務。

**未清償帳款通知**係指被保險人通知本公司：(i) 被保險人的特定買方的未清償帳款，以及 (ii) 拘束力訂單期間內的預估交付價值。

**未清償帳款通知期間**係指被保險人必須依據特別條款之規定，寄送**未清償帳款通知**予本公司的期間。

6. 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**履約交易險**。

**特別條款內有關履約交易附加條款的變數**

履約交易期間：[x] 個月

未清償帳款通知期間：自本公司降低或取消信用額度起[x]天。

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