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保戶查詢其投保及最近一期繳費狀況專線:(02) 2577-5797

科法斯產物應收帳款信用保險特別約定事項附加條款 (LG)

107.01.12 科保字第 1070005 號備查

Coface Globalliance Credit Insurance

Bespoke General Provisions & Modules Endorsement (LG)

1) Commencement of Cover

The bullet point 1.1 under the Article 1 of General Provisions is replaced by the following:

The credit insurance cover we provide for the contract will start equally for the domestic sales and for the export sales on the **shipment** of the goods.

2) EXEMPTION OF THE OBLIGATION TO NOTIFY OVERDUE ACCOUNTS

The bullet point v and vi under the Article 2.3 of General Provisions is added by the following:

v). Application of Endorsement

When a buyer disputes or queries that he owes you a **debt**, the following shall apply:

- You need not notify us that such an account is overdue at the expiry of the *time limit for notification of overdue account*.
- Notwithstanding that such an amount is overdue at the expiry of the *time limit for notification of overdue account*, we will continue to be liable **debts** owed by that buyer.
- The requirement to **notify** us of any **adverse information** remains unaffected by this Endorsement.

vi). Interpretation of Endorsement

The stipulations and provisions of your Globalliance Contract shall apply in full to this Endorsement unless they conflict, in which case the Endorsement shall prevail.

3)B3.04 DISCRETIONARY LIMIT FACILITY WITH TRADING EXPERIENCE

@rating scale is not applicable

The credit limit is determined :

- either by you within the discretionary zone,
- or by us within the underwriting zone.

1 - DISCRETIONARY ZONE

1.1. -You may set the credit limit applicable to your buyers yourself if the credit limit does not exceed the *Underwriting level* fixed in the schedule, according to the following conditions :

-your Buyer must be located in a *country* listed for this facility in the Schedule. We



reserve the right to modify the list of *countries* concerned during the *insurance period*,

-all **debts** under any **sales contract** you may have had with your buyer in the 12 months prior to delivery , shipment or performance of services must have been paid for within the *maximum credit period*.

-the *specific insured percentage* applicable to this facility is set out in the Schedule.

Prior to shipment or delivery of goods or performance of services, you must either;

(a) have obtained an information report. This report must be no older than 6 months old and must be from information sources as specified in the Schedule. The report must not be adverse in any way nor include any reserve or qualification concerning the buyer.

You are then able to set a Credit Limit yourself to the value that the information report recommends.

or

(b) You may set a credit limit yourself within the discretionary zone based upon satisfactory trading experience with the buyer in the 12 months preceding the shipment or delivery of goods or performance of services. In such instances you may set the Credit Limit as the highest balance cleared during the last 12 months plus 25%.

Contrary to what is stated in article 1.1 the following is applicable:

“At the time of **shipment** or **delivery** of goods or performance of services, as the case may be, the information you must have obtained over the last twelve months from sources approved by us must not be adverse in any way or include any particular reserves (**securities**, etc.) concerning the buyer.

The credit limit may also be based upon your trading experience with the buyer provided a minimum of one transaction was cleared within the last twelve months preceding the invoicing of any goods or services and all were paid within the *maximum credit period*.”

“In case of trading experience, the credit limit may be set as the highest balance cleared during the last twelve months plus 50 %. Without trading experience, it will not exceed the limit which the information source has recommended.”

1.2. - Providing that you have subscribed to our on-line system, you can consult us within this zone to know the @rating we grant to your buyer. If we have not yet granted an @rating for your buyer, you can ask us for a credit limit, according to the conditions specified in article 2 below.

Then you will be covered, except if the @rating is X or if we refuse a credit limit, up to the *underwriting level*, or respectively, if it is more favourable for you:

-either up to the amount of the @rating we grant to your Buyer, according to the *scale* fixed in the Schedule,

-or up to the credit limit,

and you will then benefit from the *insured percentage* provided for in the Schedule for the buyers approved by us.



2 - UNDERWRITING ZONE

Above the *Underwriting level*, or if the buyer is located in any other countries but not the ones mentioned in article 1.1. of the Schedule, the credit limit will be set by us, as specified below:

Providing that you have subscribed to our on-line system, you have to consult us to know the @rating we grant to your buyer. Then you will be covered up to the amount of the @rating as per the *scale* and the *insured percentage* fixed in the Schedule, except if the @rating is X.

If you have not subscribed to our on line system, or if the amount of the @rating we grant does not suit you regarding the credit limit you are expecting, or if we have not yet granted an @rating for your Buyer, you have to request a credit limit. This credit limit sets the maximum amount covered and any specific conditions as may be applicable to it.

If our credit limit is subject to your obtaining a **security**, this **security** must be valid and enforceable.

Our credit limits are confidential : you undertake not to disclose the contents of our credit limits to any third party that is not noted in this contract. For the persons who are noted in this contract, you undertake that they will keep them confidential.

2.3. When requesting an initial or revised @rating or credit limit, you must advise us of any **adverse information** and of any **overdue account** for which, at the date of the request, the *maximum credit period* has expired.

3 - VALIDITY AND CHANGE OF COVER

For each buyer on which we have granted either an @rating or a credit limit, we will provide a monitoring service. Unless otherwise specified on the credit limit **notice** in the case of credit limits, our decisions regarding @rating or credit limits will become effective on the date we receive your request and they are not limited in time and remain valid for the amount granted unless we give you **notice** of reduction or cancellation of cover. We have the right to refuse, reduce or cancel an @rating or a credit limit at any time and should we do so, then the refusal, reduction or cancellation will become effective for deliveries, shipments or performance of services made from the date of our **notice**.

4- ORDERS RELEASED

In case of our cancellation or reduction of a credit limit our cover under the conditions and provisions of your contract will be maintained for deliveries or shipments which relate to orders released by the LGE system before or on the date of cancellation or reduction of the credit limit.

COMPAGNIE FRANÇAISE D'ASSURANCE POUR LE COMMERCE EXTERIEUR, TAIWAN BRANCH
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This extended cover will expire 5 days after the date of our reduction or cancellation of the credit limit.
This extended cover does not apply for orders released by the LGE system after the date of the reduction or cancellation of the credit limit.

This extended cover will not be valid for deliveries or shipments made when the buyer concerned is insolvent or when debts owed by him should be notified as overdue account.

4)E6.01 RECOVERIES MODULE

The provisions of module E6.01 is deleted and replaced by the following:

Recoveries are subject to the following provisions:

1. You must let us know immediately of any **recoveries** you receive after you have notified us of an **overdue account**.
2. **Recoveries** received before payment of a claim will be applied to the balance of the outstanding account and will be applied to the earliest invoices first.
3. **Recoveries** received after the payment of a claim shall be shared between us and you on a prorata basis. Our prorata share of **recoveries** will be equal to the following ratio: amount of the claim payment / total amount of your outstanding **debt** (due and not due) at the date of the claim payment..
4. Notwithstanding any contrary provision of the collection module applicable to your contract, recovery costs of actions incurred by us or by you in agreement with us according to our instructions will be shared after the claim payment between you and us on the same prorata basis.

Contrary to the stipulations with respect to Recoveries under Definitions of the General Provisions, for the last inclusion the following text applies: "any proceeds of goods you have or could have recovered or kept". The 50% of the invoice value is not applicable.

Any VAT-refunds will be treated as 'Recoveries'

5) F3.05 Premium on Turnover Declaration

The bullet point 2.1 and 2.2 under the Module F3.05 is deleted and replaced by the following:

2 - PREMIUM

2.1 You will pay the *periodical instalments* fixed in the Schedule. The first *periodical instalment* will be made upon execution of this contract.

2.2 The possible balancing premium payment owed by you or us according to the *periodical instalments* already made, will be invoiced or refunded upon receipt of the turnover declaration for the *insurance period* concerned."

6) FREE CREDIT LIMIT FACILITY

Free credit limit: NTD 350,000

Countries: Taiwan

Specific insured percentage: 90%

Specific maximum liability: NTD 3,500,000

The credit limit is determined :

- either by you, under the Free Credit Limit Facility,
- or by us.

1. FREE CREDIT LIMIT FACILITY

You may set the credit limit applicable to your buyers yourself, subject to the following conditions :

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1.1 The credit limit you grant to your buyer will not exceed the maximum amount fixed in the Schedule.

1.2 The buyers concerned must be located in a country listed for this facility in the Schedule. The list of countries concerned may be modified by us during the *insurance period*.

1.3 All **debts** under any **sales contracts** you may have had with your buyer before must have been paid for within the *maximum credit period*.

1.4 There is a specific *insured percentage* for this facility which is set out in the Schedule.

7) Module RETENTION SUM

1. This contract also covers a retention sum, retained by the buyer as a guarantee, up to the *insured percentage*, as mentioned in the Schedule. Although the credit term for the retention sum is longer than the *maximum credit period*, the cover for the retention sum ends after the *time limit for notification of overdue accounts* as mentioned in the Schedule with respect to the contract concerned..

Contrary to what is stated in article 1 of module, the following is applicable

Where the buyer has the contractual right to retain part of the contract price for the satisfactory performance of the contract, cover shall also apply to such receivables, provided that the amount retained does not exceed 10% of the contract price and shall be retained no longer than 12 months calculated from the date of Commencement of Credit Risk Cover.

The maximum credit terms mentioned in the Policy Schedule shall not apply to such receivables.

Such cover shall also apply if the retention period is longer than 12 months, provided that the amount retained does not exceed 5% of the contract price and shall be retained no longer than 24 months calculated from the date of Commencement of Contract Risk Cover. This 5% is included in the above mentioned maximum percentage of 10% and is not in addition to this percentage.

2. Payments received from the buyer will not be allocated to the oldest unpaid retention sum, unless the account is due.

3. In case of **overdue accounts** or **adverse information**, the retention sum is to be notified to us separately.

4. In case of an overdue retention sum, a **notification of overdue accounts** has to be proceeded within 30 days after due date.