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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 (OM)

107.02.09 科保字第 1070019 號函備查  
Bespoke General Provisions &  
Modules Endorsement (OM)

1) Notwithstanding the provisions of the contract, it is agreed that a special exit clause is offered:

We confirm a right of extraordinary termination after 6 months (as at 31 March 2016 at the earliest) by giving 1 month notice. Reasons are the structural changes within the OSRAM group and your wish to carry out the receivables management without a credit insurance partner. We will be pleased to continue our talks for the purpose of substantiating the further development of the overall concept.

Please note that prolongations of the contract by one month at a time after 31 March 2016 may be considered.

Should you make use of the right to extraordinary termination before the expiry of an insurance period, all (minimum) premiums will be calculated according to the term on a pro rata basis. The difference will be credited retrospectively to the account of the respective OSRAM or Coface entity. Initially, the underwriting fees will be invoiced for 6 months - possibly quarterly abroad. For a contractual term beyond 31 March 2016 new invoices will then be issued accordingly.

### 2)B5.07 BINDING ORDERS

The extended cover period is: 3 months

1. If we reduce or cancel a credit limit (including @rating limits) for a buyer, our cover will be maintained for the **deliveries, shipments** or services that you are obliged to make or perform after the date of our notice during the *extended cover period* specified in the Schedule.

This cover is subject to the following conditions:

1. These **deliveries, shipments** or services must be made or performed pursuant to  
-a **sales contract** entered into less than six months before the date of our **notice**,

or

-a schedule of **deliveries, shipments** or services which have been agreed upon with the buyer less than six months before the date of our **notice**, from which you cannot be contractually released

2. The buyer concerned cannot be insolvent nor overdue for more than sixty days.



It is your responsibility to determine whether you are contractually committed.

This means that in the event you fail to make or perform such **deliveries, shipments** or services, your buyer would be entitled to take action against you for breach of contract or seek other legal redress. However, if your **sales contract** entitles you to cease **deliveries, shipments** or services in permitted circumstances and those circumstances apply, then you are not contractually committed.

In the event of a claim we will require you to provide evidence of your contractual commitment and to submit a copy of your **sales contract**, purchase orders and acknowledgment orders and any other documentation we may deem necessary.

### 3)B81.01 Topliner

The following restrictions shall apply to the Topliner insurance cover. Even if we provide insurance cover under a “Topliner Cover”, insurance cover does not apply to debts resulting from **deliveries** or **shipments** of goods or the performance of services which are not carried out within the duration of the insurance contract.

A “Topliner Cover” may not be cancelled or modified during the agreed term. All provisions of this insurance contract shall also apply to “Topliner Cover, in particular, Article 1.2.3 d) of the General Provision. This means: Even if a Credit Limit was fixed for you as a “primary cover” or is displayed in Cofanet in the form of a “Topliner Cover”, future **deliveries** or **shipments** of goods and performance of services shall not be insured from the date of which the “**Notification of adverse information**” or a “**Notification of overdue account**” has or should have been given regarding the buyer concerned.

In addition, we point out that insurance cover for debts already existing upon inception of the contract or upon inclusion of a buyer during the duration of the contract cannot be obtained by a “Topliner Cover”.

You will receive a notice of the Topliner Cover (“Topliner Notice”) with the parameters of your “Topliner Cover” (buyer, amount, duration and “Topliner Premium”) – provided that you accept our offer online (in Cofanet)-, exclusively via Cofanet.

Notwithstanding any remaining provisions of this contract, the “Topliner Premium” including any applicable statutory tax and duly shall exclusively be invoices monthly.

### 4)COVER FOR EXISTING DEBTS IN CASE OF INCLUSION OF A BUYER DURING THE TERM OF THIS CONTRACT

The retrospective period is: 1 month

Should you submit a new credit limit application within the term of this contract, for which we set a Credit Limit, coverage shall also apply to the outstanding debts against the relevant buyer, which are already existing at the point in time this credit limit is set and which are insurable within the scope and to the terms of this contract, where the non-payment results directly and solely from the insolvency of your buyer and where its cause has not been excluded, as far as the following terms are met:



- these debts are not older than the retrospective period as well as not overdue,
- these debts may not be subject to the obligation of notification of adverse information or overdue account upon submission of the credit limit request,
- upon submission of the credit limit request you did not or could not have had any knowledge of the buyers insolvency,
- the corresponding invoices have been sent to the buyer within the maximum invoicing period,
- the credit period initially granted to these buyers does not exceed the maximum credit period,
- the customer concerned is either a new or newly requested customer, or a customer who so far has not been subject to the insurance cover within the scope of the contract

#### **5)EXTENSION OF VALIDITY OF CREDIT LIMITS**

Extension period: 30 calendar days from the date of your receipt of the respective credit limit notice

1. Notwithstanding the provisions of your contract, cancellations or reductions of the insurance cover shall not take effect before the expiry of the extension period stipulated in the Schedule and shall be valid from this date for all debts arising from future deliveries, shipments or services rendered by you after this date and due from the respective buyer.

However, this extension of the validity of the current Credit Limits shall only apply if the following preconditions are fulfilled:

- a) During the last 12 months prior to the receipt of the credit limit notice you must have had at least two transactions with the buyer and the buyer duly paid for these within the maximum credit period;
- and
- b) Upon receipt of the credit limit notice neither a claim under the insurance contract nor the cancellation of the insurance cover pursuant to Article 1.2.3 d) of the General Provisions occurred.

2. If during the term defined in Article 1 paragraph 1 one of the facts described in Article 1 b) occurs, insurance cover for all debts arising from future deliveries, shipments or services rendered shall cease as from this date according to the provisions of your contract.

#### **6)NO CLAIMS BONUS WITH LIMIT OF IMPACT**

The no claims bonus is: 35%

If, for debts of an insurance period, for which the premium has completely been invoiced and paid in full, no claim payment has been made or has to be made and if this contract is renewed for a further insurance period, you will be granted a no claims bonus for the respective insurance period.



This no claims bonus will be calculated on the basis of a percentage and the sum of all premiums paid for the respective insurance period.

The no claims bonus shall be credited after expiry and full settlement of the respective insurance period. However, if afterwards an indemnification is to be paid or expected to be paid by us for debts of the respective insurance period, the no claims bonus already granted for this insurance period shall be repealed with retroactive effect. The no claims bonus already granted for this insurance period will then be set off against the indemnification payable by us. If the indemnification is lower than the amount of the no claims bonus already granted for the respective insurance period, we shall be entitled to immediate reimbursement of the still unbalanced remaining part of the no claims bonus.

The no claims bonus will also be granted for an *insurance period*, when the sum of claims payments made or expected for **debts** of the according *insurance period* does not exceed the *limit of impact*. If the *limit of impact* however exceeded, the no claims bonus for the according *insurance period* forfeits.

The limit of impact is 25% of the premium of the *insurance period* concerned.

Notwithstanding the provisions of the module, the extension of this contract by a further *insurance period* is not a prerequisite for the granting of a no claims bonus.