



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

科法斯產物應收帳款承購信用保險特別約定事項附加條款(449601)

107.03.02 科保字第 1070023 號函備查
Bespoke General Provisions
& Modules Endorsement (449601)

GENERAL PROVISIONS

1) Exclusions

(a) In addition to the exclusions mentioned in this article the following will also be excluded :

This contract does not apply to any transferred **debts** relating to a **sales contract** under which payment is to be received:

- by means of an irrevocable letter of credit.
- from any **buyer** where Standard Chartered Bank holds a Bank Guarantee (including an Avalised Bill of Exchange or an Avalised Promissory Note) unless it is otherwise mutually agreed that the **buyer** is to be insured.
- from any **buyer** that is insured by a credit insurance policy held by your **customer**.

(b) The article of 1.2.3 vii) will be replaced by the following:

vii) due to the fact that the transfer of the **debt** will not confer you all the rights attached to the **debt** and its accessories or from the **securities** attached to it

(c) The article of 1.2.3 x) will be replaced by the following:

x) caused by or resulting from :

- nuclear explosion or contamination, whatever its origin,
- a war, whether declared or not, between two or more of the following countries : France – People's Republic of China – Federation of Russia – the United Kingdom – the United States of America,

2) General Principles

(a) Section 2.1.iii) of General Provisions is deleted and replaced by the following:

It is accepted that you are not obliged to accept for transfer to you any **debt** or portion of a **debt** that we are not covering.

You may pass any portion of the risk not covered by us to your **customer**. However, you are not to insure this portion of risk with a third party or to take specific **security** from the **buyer** in respect of this portion of risk.



(b)Section 2.1.iv) of General Provisions is included as following:

iv) You are not entitled to assign the transferred **debts** to a third party.

3) Notifications of Adverse Information or Overdue Account

Section 2.3 of General Provisions is deleted and replaced by the following:

It is accepted that **notification** of **adverse information** must be received by us within three business days of your knowledge of such a situation.

Any reference to 'You' in relation to paragraph 2.3 or any requirement contained in the contractual documents to report **adverse information** and **overdue account** as defined in the General Provisions means "Standard Chartered Bank Deal Team". Standard Chartered Bank Deal Team is defined as "*The individuals employed by the Insured, including in the Transaction Banking team, who are directly involved in the prior or current and ongoing negotiation, structuring, approval and management of the Insuring Agreement and/or this Policy*". Standard Chartered Bank has in place the appropriate structure and process to ensure the "Standard Chartered Bank Deal Team" is able fulfill its obligations under the terms and conditions of Policy.

4) Measures to be taken in case of overdue account

Section 2.4 of General Provisions is amended to include the additional terms as following:

Non-payment of a Bill of Exchange must be **notified** within 14 days of original **due date**.

In case of **overdue account**, you shall ensure that all reasonable measures as may be considered necessary shall be taken by you, and in accordance the case may be with our instructions, to prevent or minimise the consequences of the claim. You shall pursue diligently and in good time any rights you, your **customer** or we may have, to protect your, its or our rights or **securities**, or to secure the payment of the **debt**. If the debt is materialized by bills of exchange and promissory notes, you will have to take all measures to protest them and to exercise recourses for their non acceptance and/ or non payment. You shall also take all necessary measures, including vis à vis your **customer**, to recover goods and resell them.



5) Disputed debts

You are not required to submit a claim within 6 months of the original **notification** date when a **dispute** is prevalent.

Besides, the wording of Article 3.4 will be replaced by the following:

In the event of a **dispute** arising in connection with the transferred **debt** or your customer's favour provided that the debt has been transferred to you, cover is suspended in respect of a claim until the **dispute** is resolved in your favour by a final court decision or by an arbitration award enforceable in the **buyer's** country.

6) Return of Payment

Article 3.5 ii) will be replaced by the following:

ii) in the case of **insolvency** of the **buyer**, if the transferred **debt** is not subsequently admitted to rank for payment in the insolvency.

7) CURRENCY

The General Provisions of Article 5 is cancelled and replaced by the following:

If the invoices are issued in a currency other than the currency provided for in the Schedule, the receipts shall be converted into the *currency of this contract*, as follows:

◆ for calculating the net debt :

at the *exchange rate* in force on the last working day of the month that the relevant invoice was transferred to you with any payments received in respect of that invoice being converted at the same rate.

◆ for the amounts recovered after payment of claim :

at the actual rate when you, your **customer** or we collected such amounts or failing such rate, the *exchange rate* on the value date mentioned on the bank credit note advice.

8) DATA PROTECTION

The General Provisions of Article 9 is amended to read as:

1.Data (including personal data) provided by you under this contract will be used for the management of your credit insurance contract and for the needs of our insurance activities and, as the case may be, our credit assessment, credit management and financing activities. They may be transferred for these purposes to our reinsurers, to Coface, its affiliates or Credit Alliance partners to the extent necessary and on a confidential basis. We will hold the data (including personal data) together with other information provided by you in secure and confidential manner and process such data only for our insurance activities.

2.Regarding personal data, data subjects will be entitled to ask us for information on their personal data, the purpose of their processing and on the recipients or categories of recipients. They will have the right to ask for the modification, erasure or blocking of data which are inaccurate or incomplete or to object to the processing on compelling legitimate grounds, by contacting our service in charge of personal data protection at the following email address: taipei@coface.com or on the following phone number: (02) 2577-5797.

3.You agree to provide assistance (to the extent practicable and permitted by laws and regulations) to us upon our request if we are required by applicable laws and regulations to provide the data subjects with the information referred to in paragraphs 1 and 2 here above.

9) DEFINITIONS

The original definition is deleted and replaced as following:

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.
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RECOVERIES

Any amounts received from the **buyer** or a third party, in connection with the **debt**, whether before or after the claim payment has been paid, including :

- ◆ any payments made by the **buyer** to you, your **customer** or to us,
- ◆ any interest you, your **customer** or we receive on late payment,
- ◆ any **security** you, your **customer** or we realise,
- ◆ any credit note that you or your **customer** raise,
- ◆ any taxes
- ◆ any value arising from the exercise of any set-off, you or your **customer** receive,
- ◆ any proceeds of goods you or your **customer** has, or could have, recovered or kept, the value of the proceeds to take into consideration, being the actual value that you or your **customer** has obtained or 50% of the invoice value, if this amount is greater.

With regards to **recoveries**, amounts paid by the **buyer** to the supplier are only treated as a **recovery** when they relate to the scope of this Contract.

In other words if an amount is paid which is not for a receivable purchased by you, then this cannot be treated as a **recovery**.

REVERSE TRANSACTION

Factoring or invoice discounting transaction based on a specific agreement entered by you with a specific **buyer** for the transfer of the receivables held on them by their suppliers.

10) ADDITIONAL ARTICLES

Notwithstanding anything to the contrary in the Contract, the Insured must comply with all applicable banking laws, regulations and licence obligations and must honour all client confidentiality agreements at all times. All information the insured is required to supply to Coface under the Contract shall be subject to this confidentiality restriction.

Notwithstanding anything to the contrary in the Contract, Coface recognise that the Insured, as a Factor, is acting on behalf of its **customers**, all references in the Contract with respect of actions required by its customers shall mean 'make best endeavours'.

In respect of Section 7 (Right of Discovery) we retain our full Rights of Discovery on the Standard Chartered Bank files but we acknowledge that neither Standard Chartered Bank nor Coface have a Right of Discovery on your **customers** files.

Whilst it is desirable that assignment of **debt** should be perfected prior to a claim it is accepted that such assignment may not always be perfected in the **buyer's** country. Where this occurs the **customer** will follow any and all instructions issued by us to you.

It is acknowledged that articles 1.2.3 vii), 1.2.3 viii) and 3.3 of the general provisions will not apply where a ban on assignment exists and is notified as below.

These variations do not relieve you or your **customer** of an obligation to provide any documents we may require or to take any such measures as may be deemed necessary to recover the transferred **debt** and to comply with our instructions.

Where a **notification** is required, **it should be noted** whether an assignment has or has not been perfected.

All other terms and conditions of the Contract remain.

MODULES

COMPAGNIE FRANÇAISE D'ASSURANCE POUR LE COMMERCE EXTERIEUR, TAIWAN BRANCH
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11)FA26.01A NON-PAYMENT RISK (FOR BANKS)

The provisions of FA26.01A module is cancelled and replaced by the following:

1 - RISK COVERED

This contract covers the risk of **non-payment** of the **debts** transferred to you .

2 - CLAIM PAYMENT

Coface will use their best endeavours to pay claims within 5 working days and in any event not later than 30 days from the end of the period, provided that you have sent us all written evidence of the **debt** and its transfer to you.

In order for this to be achieved Coface requires a formal claim form to be submitted no later than 90 days after original **due date** (or amended due date as per article 2.2.2. of the General Provisions and for all supporting claims documentation to be provided no later than 120 days after original **due date** (or amended due date).

12) COVER FOR DEBTS EXISTING UPON INCEPTION OF THE CONTRACT

Within a credit limit set with effect from inception of this contract, cover shall also apply to transferred **debts** which already exist upon inception of this contract, and which are insurable within the scope and submitted to the terms of this contract.

Cover shall apply according to the following conditions:

-upon inception of this contract, the corresponding invoices are not older than *90 days* and are not overdue,

-upon inception of this contract, these **debts** may not be subject to the obligation of **notification** of **adverse information** or **overdue account**,

-upon inception of this contract, you did not have or could not have had any knowledge of the buyer's **insolvency**,

-the corresponding invoices have been sent to the buyer within the *maximum invoicing period*,

-the credit period initially granted to the buyer does not exceed the *maximum credit period*,

-the corresponding invoices have been transferred to the Bank within the *maximum transfer period*,

13)FB15.04A@RATING LIMITS and CREDIT LIMITS

The provisions of FB15.04A module is cancelled and replaced by the following:

An @rating limit or a credit limit sets the maximum aggregated amount that you are covered for on a **buyer**. Should more than one of your **customers** transfer **debts** to you on the same **buyer**, our @rating limit or credit limit sets the maximum amount for the combined exposure for all the transferred **debts** on the same **buyer**.

An @rating limit or a credit limit may be determined by applying the following conditions:

1. - If you have subscribed to Cofanet, you have to consult us to know the @rating we grant on the **buyer**. You will be covered up to the amount associated to the @rating limit, as per the *scale* and for the *insured percentage* as specified in the Schedule to this contract, except if the @rating is X.

2. - If you have not subscribed to Cofanet, or if the amount of the @rating limit we grant is insufficient for the amount required, or if we have not yet granted an @rating for the **buyer**, you have to request a credit limit.

The credit limit sets the maximum aggregated amount covered for on a **buyer** and any specific conditions that may be applicable.



If our credit limit is subject to the obtaining of a **security**, this **security** must be valid and enforceable against the **buyer** and any third party.

Our @rating limits or credit limits are confidential: you undertake not to disclose the contents of our @rating limits and of our credit limits to any third party with the exception of your **customers**. You ensure that your **customers** will keep them confidential.

3. - When requesting an initial or revised @rating limit 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.

4. - For each **buyer** on which we have granted either an @rating limit or a credit limit, we will provide a monitoring service. Unless otherwise specified on the credit limit **notice**, cover will be effective for **debts** transferred from the date we received your request. Cover is not limited in time unless otherwise specified and remains valid unless we give you **notice** of reduction or cancellation of the credit limit or the reduction of the @rating limit to X. We have the right to refuse, reduce or cancel a credit limit or reduce an @rating to X at any time and should we do so, then the reduction or cancellation will become effective 30 (thirty) calendar days after the date of notification.

Notwithstanding any provision to the contrary in your FB module, when we reduce or cancel an @rating or credit limit on a buyer, then the reduction or cancellation will become effective for any deliveries, shipments or performance of services carried out more than 30 days from the date of our notice. The grace period is not cumulative with the binding orders period (if applicable), therefore if at the time of notice of cancellation or reduction there are binding orders awaiting delivery or shipment then the binding order period will apply.

14)FC1.02A COLLECTION MODULE FULL COLLECTION SERVICES

The provisions of FC1.02A module is cancelled and replaced by the following:

1.We will provide you with collection services for the transferred **debts** to which this contract applies.

2.For the purpose of these services you will send us - within the period specified in the schedule- a **notification of overdue account** with request for intervention and, upon our request, any written evidence of the **debt** and its transfer and of any **security** you or your **customer** may have obtained.

3.Within the framework of these services, we will have full power to exercise any rights you have in relation to the transferred **debts** and especially power to compound, whether these transferred **debts** are covered in whole or in part. You will bear any consequences of any decision we may make in this respect and you and/or your **customer** will give us an irrevocable mandate, and any documents or titles we may require to provide the collection services.

You will ensure that your customer gives us all documents, power and information necessary for us to pursue a recovery action. You agree that we shall have the sole and absolute discretion in determining:

-whether or not to take any action (including, but not limited, legal proceedings)

-if we decide to take an action what such action should entail and when and how such action should be taken,

-whether to compromise or withdraw from any action taken and whether or not to appoint any person to act as our recovery agent.



If we do not perform the collection services ourselves, you and/or your **customer** will take any such measures - in agreement with us or according to our instructions - as may be deemed necessary to protect your or our rights and to secure the payment of the transferred **debt**, which may imply reselling the goods.

4. We will bear the full costs of the pre-legal and legal recovery actions that we take or that you take - in agreement with us or according to our instructions - subject to the provisions applicable to **recoveries**. We will not pay for any collection action taken at your own initiative.

5. These services are not available for transferred **debts** which are subject to a **dispute**.

15) FD1.01A CLAIM PAYMENT MODULE THRESHOLD

The provisions of FD1.01A module is cancelled and replaced by the following:

You will keep for your own account **debts transferred** that do not exceed the *threshold*.

The transferred **debts** that are less than the *threshold* do not need to be notified to us and we will not provide pre-legal or legal collection services for such transferred **debts, unless otherwise specified**

16) FE1.01A RECOVERIES MODULE

The provisions of FE1.01A module is cancelled 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 pro rata basis. Our pro rata share of **recoveries** will be equal to the following ratio : amount of the claim payment/ total amount of the outstanding transferred **debt** (due and not due) at the date of the claim payment.
- 4 - Notwithstanding any contrary provision of the contract, recovery costs of actions we take or you take in agreement with us or according to our instructions will be shared between you and us on a prorata basis.

Therefore, before the claim payment, our prorata share of the recovery costs will be :

- i) equal to the following ratio : amount of the credit limit up to *the insured percentage* / total amount of the total outstanding transferred **debt** (whether due or not) if at the date of your initial **notification of overdue account**, this outstanding transferred **debt** is above the credit limit.

After the claim payment, our pro rata share of the **recovery** costs will be calculated according to the rules defined in article 3 above.

17) F36.02 PREMIUM AND DECLARATION OF TRANSFERRED DEBT ON MONTHLY OUTSTANDING BALANCES

The premium is calculated by applying the *premium rate* specified in the Schedule to the total value of insurable **debts** (outstanding **debts** including **debts** represented by bills of exchange) as at the last day of each month owed to you by buyers that fall within the *scope of this contract*; subject to the *minimum premium* as specified in the Schedule.

You are required to pay premium from the month of **delivery/shipment or performance of the services** until either the **debts** are paid or an occurrence of loss (the date of **insolvency** or 5 months after receipt of the request for intervention)



takes place. Cheques, Bills of Exchange and Letters of Credit (unless confirmed by a Bank registered in your country) shall be treated as outstanding until cleared funds are credited to your account as per the **sales contract**.

1 – DECLARATION OF MONTHLY OUTSTANDING BALANCES

- 1.1 You must notify us, in the form agreed and until the expiry of the *declaration period* specified in the Schedule, of all **debts** (outstanding **debts** including **debts** represented by bills of exchange) resulting from the **delivery** or **shipment** of goods or performance of services as at the last day of each month - including VAT if applicable - within the *scope of this contract* (declaration of outstanding balances).
- 1.2 If the Credit Limit is reduced or cancelled, existing **debts** (outstanding **debts** including **debts** represented by bills of exchange) at this date must continue to be declared on a monthly basis for the purpose of calculating premium, until either these **debts** are paid or an "occurrence of loss" (the date of **insolvency** or **5** month after receipt of the request for intervention) takes place.
- 1.3 Reductions of the **debts** to be declared:
 - a) **Debts** owed by buyers on whom we have refused to determine a Credit Limit are not to be declared for the purpose of premium calculation. Likewise, should you have the facility under this contract to determine a Credit Limit yourself, you are not required to declare **debts** owed by buyers on whom you have been unable to justify a Credit Limit under this facility.
 - b) If we grant a Credit Limit that is insufficient to cover the total value of the buyers' outstanding **debt** (and provided that you have applied for sufficient cover for the full amount of the buyer's outstanding **debt**) you need only declare the value of the Credit Limit granted rather than the full value of the outstanding **debt**. This reduction of declared **debts** is permissible for a maximum period of 12 months from the date of our Credit Limit **notice**. After which time the full amount of the buyer's outstanding **debt** must be declared on a monthly basis unless you have once again within this period applied for sufficient cover for the full amount of the buyer's outstanding **debt** and we have again granted a Credit Limit of a lesser value. In which instance you may continue to declare the value of the granted cover for another maximum period of 12 months from the date of the fresh Credit Limit **notice**.
- 1.4 Should this contract not be renewed **you have to continue to declare on a monthly basis the total debts** (outstanding **debts** including **debts** represented by bills of exchange) as at the last day of **each** month, in accordance with Articles 1.2 and 1.3 above, provided these **debts** arose prior the expiry of this contract. **You shall pay the corresponding premium (plus any applicable taxes and duties) until either the debts are paid or an occurrence of loss (the date of insolvency or 5 months after receipt of the request for intervention) takes place, unless you waive your right to indemnification**
- 1.5 If the invoices are issued in a currency other than the *currency of this contract*, you will have to convert the amounts into the *currency of this contract* at the *exchange rate* in force on the last day of the month that the invoices are drawn up.
- 1.6 Should you fail to send us a declaration within the specified time and despite our written reminder or if you fail to declare properly and completely all **debts** falling within the *scope of this contract* (without good and proper reason) cover will cease to apply to the **debts** not declared. Irrespective of which you will still have to pay us for the corresponding premium. In the above instances we also reserve all rights to terminate this contract

2 – PREMIUM PAYMENT

- a) **The minimum premium is payable in quarterly payments. The first quarterly payment will be made upon execution of this contract.**



b) The possible balancing payment owed by you according to the contractual *minimum premium* payment already made, will be invoiced to you upon receipt of your last declaration of outstanding balances for the *insurance period* concerned.

c) All amounts owed by you in respect of premium, including the *minimum premium*, are amounts before any tax or duty is added. All amounts (including any applicable tax or duty) will be paid within the period specified on the invoices.

18) FF58.02 INVOICING MODULE ADDITIONAL COSTS

1 - CREDIT LIMIT AND @RATING COSTS

A service fee for enquiry costs incurred for the credit limit and @rating requests and for the monitoring of the buyers will be invoiced on a monthly basis according to the tariff specified in the schedule. This invoicing includes:

- with regards to the enquiry credit limit and @rating costs, all the decisions we have taken within the month.
- with regards to the monitoring costs, all the credit limits or @rating in force at the end of each month.

The enquiry credit limit fees or the enquiry @rating fees are not increased if you make several requests concerning the same buyer, for example, to obtain an increase of the credit limit or to check if the @rating has not changed.

At any time you may withdraw a credit limit or an @rating on those of the buyers on whom no more debts are transferred to you and thus avoid paying fees on the buyers in question.

If subsequently **debts** are transferred to you on these buyers, you must apply for new credit limits or new @ratings and contribute once again to enquiry credit limit or @rating fees.

2- DATE OF PAYMENT

The amounts owed by you (including – if applicable – taxes and duties) will be paid within the period specified on the invoices. .