



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(295651)

107.03.02 科保字第 1070022 號函備查
Bespoke General Provisions
& Modules Endorsement (295651)

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** that is also a client of that Standard Chartered Bank business unit, unless it is otherwise mutually agreed that the **buyer** is insured.

- 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

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

For all **buyers** on whom we have granted a credit limit or an @rating other than "X", you shall require from your **customer** that they request to transfer all their **debts** on these buyers.



Notwithstanding this, 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 **nor** to take specific **security** from the **buyer** in respect of this portion of risk.

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.

4) Measures to be taken in case of overdue account

Section 2.4 of General Provisions is amended to **read** 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 *in accordance with local laws, regulations & normal commercial practice* You shall also take all reasonable 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:

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.

MODULES

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).

No claims payment will be made in respect of @ rating limit granted

12) 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.

13) 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.

(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).

14)FF58.02 INVOICING MODULE ADDITIONAL COSTS



To use a valid credit limit only and not an @rating

PRICE SCALE OF 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.