

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信用保險特別約定事項附加條款(GM)

109.06.12 科保字第1090035號函備查

1)Exclusions

The following paragraph is inserted under Section 1.2.3 of General Provisions:

Notwithstanding article 1.2.3 of the General Provisions, this contract does not cover any loss arising from goods sold or services performed more than 60 days from the due date of invoice

2)Reporting threshold

Notwithstanding Article 2.3.iii.of the General Provisions, our cover shall be maintained for **deliveries** made to a buyer for whom a **notification** of **overdue account** has or should have been made, if the amount of the **debt** owed on the concerned buyer does not exceed NTD XXX

After a period of three month from the date when the **notification** of **overdue account** has or should have been made, you undertake to give us a **notification** of **overdue account** if the invoices outstanding amount remain unpaid; upon receipt of such notification, no further **deliveries** will be covered as provided for by [Article 2.3.iii).] of the General Provisions.

3)Pay When Paid

Provided that this contract is part of the CGS Program as detailed in the Master Agreement of CGS Program n° 012437 of which you confirm that you have knowledge, you and we agree that:

- 1. The risks undertaken by us (as insurer under this contract) are reinsured by Coface Reinsurance AG, Switzerland (hereafter "Coface Re") and consequently Coface Re has entered into a reinsurance agreement with Marketing Services Risk Surety Ltd ("Captive Name"), of "Power House", 7 Par-la-Ville Road, Hamilton, HM11, Bermuda (the "Reinsurance Agreement").
- 2. It is agreed between you and us that the existence and continuance of this contract is dependant upon the existence and continuance of the Reinsurance Agreement.
- 3. Notwithstanding the conditions of this contract, including in particular the provisions of the article 3.2 of the General Provisions, in the event that we have agreed to make a payment to you under this contract with respect to payment of a claim where a cash call has been made by Coface Re to Marketing Services Risk Surety Ltd in accordance with the terms and conditions of the Reinsurance Agreement, such amounts will only become payable by us after and if Coface Re has



received payment in full and in cleared funds of the amounts payable to Coface Re by Captive Name.

- 4. We will have just and reasonable grounds for terminating the contract and Coface RE will have just and reasonable grounds for terminating the Reinsurance Agreement in circumstances which include but are not limited to where:
- 4.1. you are in material breach of any terms of this contract;
- 4.2. the performance of the whole or any part of the contract and/or the Reinsurance Agreement is prohibited or rendered impossible de jure or de facto in particular (but without limitation) in consequence of any law or regulation which is or shall be enforced in any country or territory or if any law or regulation shall prevent directly or indirectly the remittance of any payments due to or from any party under the agreements;
- 4.3. Marketing Services Risk Surety Ltd has become subject to **insolvency** (as defined in the contract but amended to replace any reference to the buyer by Marketing Services Risk Surety Ltd or unable to pay its **debts** as and when they originally fall due for payment or considered by us to be in financial difficulties;
- 4.4. there is any material change in the ownership, shareholding, structure or control of Marketing Services Risk Surety Ltd;
- 4.5. there is any decrease in the paid-up capital of Marketing Services Risk Surety Ltd;
- 4.6. Marketing Services Risk Surety Ltd has failed to make a payment in full and in cleared funds to us of any payment request made to Marketing Services Risk Surety Ltd in accordance with the Reinsurance Agreement;
- 4.7. the country or territory in which Marketing Services Risk Surety Ltd resides or has its head office or is incorporated has been involved in armed hostilities with any other country whether war be declared or not, or is partially or wholly occupied by another power
- 4.8. Marketing Services Risk Surety Ltd has failed to comply with any of the terms and conditions of the Reinsurance Agreement and has failed to remedy this breach within 14 days of receiving a written request to do so;
- 4.9. we are aware of your intention not to comply with your obligations under this contract and/or Marketing Services Risk Surety Ltds intention not to comply with its obligations under the Reinsurance Agreement.