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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

## 科法斯產物信用保險優先償付附加條款

109.04.17 科保字第 1090019 號函備查

SERVICES MODULE S05.01
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### PREFERENTIAL PAYMENT

In addition to **Non-Payment** cover provided for in the contract, this option provides you with cover for the loss you may sustain as a direct and exclusive result of a **revocatory action**. Cover shall apply exclusively to **debts** (i) resulting from **deliveries** or the **shipment** of the goods or the performance of the services made during the *back period* that which would otherwise qualify for cover under the contract, (ii) arising in respect of **revocatory action** issued within the *revocatory period*, subject to the following terms and conditions.

#### 1. Notification of Revocatory Action

You shall notify us through our *online system* as soon as and in any case no later than 10 days after you become aware of a **revocatory action** made against you. You shall indicate in your notification the amounts requested to be returned to the buyer in connection with the **revocatory action**.

This notification shall be considered as a **notification of overdue account**. Consequently, all references to the **notification of overdue account** made in the contract shall also be read as references to the **notification of revocatory action**. By derogation to article 2.3 of the General Provisions of the contract, the **notification of revocatory action** shall not be subject to the *time limit for notification of overdue account*.

#### 2. Risk management - Diligence and prevention

You shall take all measures as may be considered necessary to prevent or minimise the consequences of a **revocatory action**.

#### 3. Intervention of the *Collection Agency*

3.1 Unless otherwise agreed in writing by us, after the notification of **revocatory action**, You shall appoint on an exclusive basis the *collection agency* for the purpose of defending your rights in relation to the **revocatory action**. You agree to sign all authorisations, powers of attorney or other documents necessary to this effect.

3.2 You shall cooperate and provide such assistance as required to enable the *collection Agency* to defend efficiently your rights in connection with the **revocatory action**. In particular, you shall provide upon the request of the *collection agency* and within the prescribed time limit, any information, document or title required by the *collection agency* for the purpose of this clause.

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The decision of whether or not to accept a settlement agreement with the buyer or to pursue legal proceedings against the buyer shall be subject to our prior written approval.

3.3 You hereby authorise us to represent you, with full powers and on an exclusive basis, before the *collection agency* with respect of the defense of your rights in relation to the **revocatory action**. To this affect, You hereby grant us an irrevocable and exclusive mandate to instruct the *collection agency* to defend your rights as soon as a **revocatory action** is made, to receive from the *collection agency* all relevant information and reports relating to the **revocatory action** and to forward to the *collection agency* all relevant elements relating to the **revocatory action** including our decisions as to accepting or not a settlement agreement with or to pursue legal actions against the buyer.

This clause shall apply without prejudice of Modules Collection of this contract.

#### 4. Debt Indemnification

Subject to the terms and conditions of this Module, the **debts** resulting from the payment you were legally required to make to a buyer as a result of a **revocatory action** shall be put on the debit side of the **Net Debt** defined in article 11 of the General Provisions of this Contract.

We shall pay the *insured percentage* of the **Net Debt** subject to (1) the credit limits in force at the date of the **delivery** or the **shipment** of the goods or the performance of the services and (2) the *maximum liability* of your Contract.

In case a **debt** relating to several **deliveries** or **shipments** of the goods or performances of the services made to the same buyer is subject to a **revocatory action**, We shall take into account the highest the credit limit applicable to such **deliveries** or **shipments** of the goods or performances of services for the purpose of article 3.1 of the General Provisions.

#### 5. Expenses

The expenses incurred by you to defend your rights in connection with the **revocatory action**, will be treated as the collection expenses for debt collection following the relevant module on collection expenses of your contract.

#### 6. Definitions

**revocatory action**: means a demand of a buyer, validly based on applicable **Insolvency** laws, requiring you to reimburse sums which you received from him in payment of a **debt** before he became subject to **Insolvency**.

Notwithstanding the definition of buyer in the article 11 of the General Provisions, for the purpose of this Module, it is expressly specified that all references made to the buyer, when it is related to this Module, include the administrator, receiver, liquidator, official receiver or any other insolvency official, as appropriate, of the buyer subject to **Insolvency**.

#### 7. Remaining conditions of your Contract

All other terms of the contract not modified by this Module shall apply to the cover of **debts** following a **revocatory action**.