



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

科法斯產物貿易信用保險附加關係企業(B24.11-A)附加條款

109.08.14 科保字第 1090059 號函備查

OPTIONS

EXTENSION OF COVER

The **Affiliate** must have a business activity similar to the *business activity*, described in the Special Terms.

As a general agreement You are committed to purchase from your **Affiliate**, and your **Affiliate** agrees to sell to You **Debts** related to **Deliveries** that fall within the scope of the *business activity* covered by this **Contract** related to **Transferred Debts**.

In consideration of this and subject to compliance with this option, cover is extended to losses sustained by You in relation to **Transferred Debts** purchased by You.

You shall comply with the terms and conditions of your **Contract** for the **Transferred Debts** as You would for your own **Debts**.

1- GENERAL PROVISIONS

The General Terms and Special Terms related notably to the credit insurance cover, risk management, claim payment, assignment of the rights under the **Contract**, currency and observance of the terms of the **Contract** are all applicable mutatis mutandis to the **Transferred Debts** purchased by You.

In particular, the following exclusions also apply (in addition to any exclusions to your **Contract**) to the **Transferred Debts**:

1.1- This **Contract** does not cover any loss:

- i) where the transfer of the **Debt** does not confer You all the rights attached to the **Transferred Debt** and its accessories or to the **securities** attached to it and/or any loss arising from invalidity and/or unenforceability in the buyer's country of the transfer to You of the **Transferred Debts**;
- ii) where You or your **Affiliate** have not complied with any conditions attached to the **Credit Decision**,
- iii) relating to **Sales Contracts** made by your **Affiliate** with a **Private Individual** or an **Associated Company** of your **Affiliate** or with a **Public Buyer** located in your **Affiliate's** country;
- iv) relating to **Deliveries** made :
 - a. to a **Buyer In Default** or to a **Buyer** for whom a notification of **Adverse Information Account** has or should have been given,,



b. at your knowledge or at the knowledge of your **Affiliate**, to a **Buyer** already subject to **Insolvency**,

v) arising from a failure, by You or by your **Affiliate** or any one acting on your behalf or on behalf of your **Affiliate**, to fulfill your/its obligations under any clause or condition of the **Sales Contract**,

vi) arising, in case of **Cash Against Documents Sales**, from the loss of control over the goods as a result of your failure or the one of your **Affiliate** to comply with any applicable rule or custom, if this option is included in this **Contract**,

vii) arising directly or indirectly from :

a. a war, whether declared or not, between your country or your **Affiliate's** country and the **Buyer's** country or between two or more of the following countries : France- the People's Republic of China- the Federation of Russia- the United Kingdom- the United States of America, or

b. consequences of a decision taken by the government of your **Affiliate's** country that hinder the execution of the **Sales Contract** or prevent the payment of the **Debt**.

1.2- Any **Dispute** by the **Buyer**, whether relating to its contractual rights toward your **Affiliate**, or regarding your rights in your capacity as purchaser of the **Transferred Debts** shall suspend payment of an indemnification until the **Dispute** is resolved in your favour or in favour of your **Affiliate** by arbitration or a final court decision, binding on both parties and enforceable in the **Buyer's** country.

2- SPECIAL TERMS AND OPTIONS

The conditions described in the Special Terms and options of your **Contract**, notably those related to *covered business activity, covered countries, premium rate, insured percentage, maximum liability, maximum credit period, maximum Invoicing period, time limit for notification of overdue account, Credit Decisions, Recoveries, duration and jurisdiction and applicable law* are applicable mutatis mutandis to the **Transferred Debts** purchased by You.

In addition, the following provisions are applicable to the **Transferred Debts**:

2.1- Maximum transfer period: the transfer of the **Transferred Debt** shall occur before expiration of the *time limit for notification of overdue account* applicable to the said **Transferred Debts**.

In case the **Buyer** has disputed the **Debt** before its transfer and therefore this **Debt** has already been brought to court by the **Affiliate** before it was transferred, the maximum transfer period is extended. The transfer of this **Debt** shall then occur within one month after legally binding court decision at the latest. The obligation of the **Notification of Overdue Account** within the *time limit for notification of overdue account* applying to the **Debt** remains unaffected.

2.2- Justification documents: In case of claim related to a **Transferred Debt**, You may be requested to provide Us with documents evidencing the valid and enforceable transfer to You of the **Transferred Debt**.

Regarding any **Debt** purchased to your Indian **Affiliate**, you shall provided us with written evidence to our satisfaction that you have obtained valid, legal and enforceable authorization from the relevant authority of the Government of India permitting the transfer of any amounts paid to and received by you or your **Affiliate** in India that are applicable to **Transferred Debts** to a bank account located out of India, and that such authorization shall be fully transferable to us and/or inure to our benefit in connection with our subrogation rights under this contract.

2.3- Maximum liability: the *maximum liability* is applicable for all amounts of **Debts** covered under your **Contract**, including the **Transferred Debts** .



2.4- Activity declaration: Premium will be calculated by applying the *premium rate* to the value of your activity declared pursuant to the article 6.1 of the General Terms, including your **Affiliate's Turnover**. Accordingly, You undertake to include your **Affiliate's Turnover** into your activity declaration.

2.5- Recoveries: Any amounts, received either by You or your **Affiliate**, within the scope of the definition of **Recoveries** stated in the article 15 of the General Terms, will be considered as **Recoveries**. You shall inform Us immediately of any **Recoveries** and pay to Us, as applicable, the equivalent value of the said **Recoveries** in the currency of the **Contract** within ten days of their collection by You or your **Affiliate**.

3- **CONDITION OF COVER**

As an express condition, it is agreed that:

- Valid transfer: cover for **Debts** of your **Affiliate** may only be provided through this option on condition there has been a valid and enforceable transfer in the buyer's country of the **Debts** to You; no cover will be granted for **Debts** for which the transfer would not be valid or enforceable;
- Valid authorization for international bank transfer: You have obtained valid, legal and enforceable authorization from the relevant authority of the Government of India permitting the transfer of any amounts paid to and received by you or your **Affiliate** in India that are applicable to **Transferred Debts** to a bank account located out of India, and that such authorization shall be fully transferable to us and/or inure to our benefit in connection with our subrogation rights under this contract.
- Buyer unicity: for **Buyer** on which You purchased a **Debt**, You shall require from your **Affiliate** to transfer You all its receivables related to the said **Buyer**, including any portion of the **Debt** which is still not due.
- Currency: You undertake to purchase the **Transferred Debts** in the currency of the **Debts**.

4- **FURTHER ASSURANCE**

You guarantee that your **Affiliate** will take, on your or our instructions, all appropriate steps to ensure the continuing validity and payment of the **Transferred Debt** (notwithstanding the fact that You purchased the **Debts**) and/or in relation with any collection actions We may take.

5- **CHANGES IN RELATION WITH YOUR AFFILIATE**

Full control of your **Affiliate** is an express condition of this Extension to your affiliate cover. In instances where You lose full control of your **Affiliate**, this Extension to your affiliate cover will be automatically terminated unless expressly agreed in writing by Us.

You undertake to inform Us within 5 days of any substantial change in the situation of your **Affiliate**, in particular any change of business activity and/or change in your **Affiliate** shareholding.

6- **CONFIDENTIALITY**

This option is confidential. You undertake not to disclose its existence or its content to any third party. You also guarantee that your **Affiliate** will strictly comply with this confidentiality undertaking.

DEFINITION

Affiliate: means an entity which is an **Associated Company** of your group, listed in the Special Terms and for which **Non-Payment** cover provided in the **Contract** is extended to.



Affiliate's Turnover, means the total amount including -VAT if applicable- of all the **Debts** of your **Affiliate** less the **Debts** of your **Affiliate**, excluded from cover pursuant to articles 1.2.1 a) b) i) ii) iii) iv) c) I and 3.5 of the General Terms of the **Contract**.

Transferred Debts : Debts You committed to purchase from your **Affiliate**, related to **Deliveries** that fall within the scope of the *covered business activity* by this **Contract** when the **Debts** remain unpaid after the due date.