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科法斯產物貿易信用保險擴大承保關係企業-共同授信決策附加條款

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# **EXTENSION TO YOUR AFFILIATES COVER - COMMON CREDIT DECISION**

In addition to the **Non-Payment** cover provided for in your **Contract**, this option provides an extension to your **Covered Affiliates** of the cover of **Non-Payment** to their **Debts** arising from **Deliveries** made during an *insurance period* (risk attaching principle).

For the purpose of this option and by exception to the related provisions of the **Contract**, You expressly undertake to manage the **Contract** for the account of your **Covered Affiliate** and You hereby declare that you have been provided with a **Mandate** for such purpose.

### 1. COVERED AFFILIATE

Cover of the **Contract** is extended to the **Covered Affiliates** listed in the Special Terms provided that they carry on the same business activity as the one described in article 1.1 of the Special Terms. Any change in the activity of the **Covered Affiliate** shall be notified to Us.

If the **Covered Affiliate** is declared **Insolvent**, You shall inform Us immediately and this option will automatically cease to apply to such **Covered Affiliate** on the date of occurrence of such **Insolvency**.

#### 2. RISK MANAGEMENT

Any Request for **Credit Decision** for a **Covered Affiliate**'s **Buyer** shall be managed by You.



#### 3. CREDIT DECISION

Credit Decision set by Us on a Buyer which is your Buyer and a Covered Affiliate's Buyer will be common to You and your Covered Affiliate. Accordingly We shall indemnify (in the chronological order of Due Date) your and your Covered Affiliate Debts on the Buyer, up to the amount of the Credit Decision. If the total of your Debt and the Debt of your Covered Affiliate exceeds the Credit Decision amount, the remaining balance above the Credit Decision amount will not be indemnified regardless the pertaining of Debt to You or to your Covered Affiliate.

#### 4. DEBT INDEMNIFICATION

**Debt** Indemnification paid by Us for a **Covered Affiliate**'s **Debt** will be paid to You only, in accordance with the **Mandate**. In case a loss payee is designated in your **Contract**, You and your **Covered Affiliate** hereby expressly agree that all **Debt** indemnifications will be paid to the loss payee, regardless the pertaining of **Debt** to You or to your **Covered Affiliate**.

### 5. MAXIMUM LIABILITY

The *maximum liability* provided in the General and Special Terms is also applicable to this option. Accordingly, We shall indemnify You and your **Covered Affiliate** up to the amount of the *maximum liability* only. After the *maximum liability* is reached, no indemnity will be paid, neither for your **Debts** nor for those of your **Covered Affiliate**.

### 6. COLLECTION

For collection purposes, You or your **Covered Affiliate** hereby give (i) mandate to the *Debt Collection Agency* to perform the collection actions as detailed in article 4.2 of the General Terms and (ii) mandate to Us to manage the collection actions as detailed in article 4.3 of the General Terms.

### 7. RECOVERIES

Any **Recoveries** received by a **Covered Affiliate** shall be notified to Us immediately and will be treated as **Recoveries** received by You and the allocation of **Recoveries** rules of the **Contract** shall apply.

## 8. ACTIVITY DECLARATION PREMIUM, FEES

Your activity declaration shall include the declaration of your **Covered Affiliates** in accordance with principles applicable to your activity declaration pursuant to article 6.1 of the General Terms of your **Contract**; and with a split between the domestic and export part for each **Covered Affiliate**.



Each **Covered Affiliate** will be invoiced separately for its own activity and the invoices will be addressed to You; You undertake to dispatch invoices to each **Covered Affiliate**.

#### 9. OBLIGATIONS

You will remain solely responsible for the management of the **Contract** just as if You were the only beneficiary. For the purpose of this option, the word "You" of your **Contract** shall be read as "**Covered Affiliate**" when applicable.

For the purpose of this option, any contractual breach by You will be considered as attributable to and enforceable against the concerned **Covered Affiliates**. Reversely, any contractual breach by a **Covered Affiliate** will be considered as attributable to and enforceable against You. Contractual consequences attached to a breach of the **Contract** provided in the General Terms are applicable to this option.

#### 10. CONFIDENTIALITY

You undertake (for your account and for the account of your **Covered Affiliate**) to keep confidential (i) the contents of the present option, as well as the contents of the **Credit Decisions** (granted on your **Buyers** and/or on the **Covered Affiliates**' **Buyers**), and (ii) the information on any collection action which may be initiated, and not to disclose them to any third party without our previous and written consent.

You shall be considered liable for any financial consequences due to any non-compliance from You or your **Covered Affiliate** with this requirement.

# 11. DURATION AND TERMINATION

This option shall remain in full force for the duration of the **Contract** unless You notify Us not to renew it for a given **Covered Affiliate** by registered letter at least before the *termination notice period* defined in your **Contract**.

The above mentioned duration is granted provided that your **Covered Affiliate** remains fully controlled by You. In case of loss of your control on the **Covered Affiliate**, You shall inform us immediately and the option will automatically terminate.

In case of termination of the **Contract**, this option will also automatically and immediately be terminated on the termination date of the **Contract**.

# 12. DEFINITIONS

For the purpose of this option, the following Definitions of the General Terms are modified as follows and/or the terms have the following meaning:

Covered 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:

**Mandate**: means a legally valid and binding mandate You have been provided with by your **Covered Affiliate** to manage the **Contract** for the account of your **Covered Affiliate**, and notably to pay the premium, make the contractual mandatory declarations and notifications and receive indemnifications for the account of your **Covered Affiliate**;

Extension to your Affiliates Cover: means cover provided to You as per this option

13.

The other provisions of your **Contract** not contradicted by this option apply mutatis mutandis to this **Extension to your Affiliates Cover**.



# Variables to include in the Special Terms for the OPTION EXTENSION TO AFFILIATES

Parameters of the option:

Covered Affiliate(s):

[NAME]
[Address]
[Only if mandatory or usual on the local market: Identification number]
[contract-number: ......]

# Clause to include if invoicing under separated contract number:

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The activity declarations (pursuant to Article 6.1 of the General Terms of Your **Contract**) for the purpose of the premium calculation as well as the invoicing of premiums and fees will be done separately for each **Covered Affiliate** under their according *contract number* stipulated in the Special Terms.

Clause to include if invoicing under the same contract number (only if all insureds are in the same country):

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The activity declarations (pursuant to Article 6.1 of the General Terms of Your Contract) for the purpose of the premium calculation as well as the invoicing of premiums and fees will be done commonly under your own *contract number* stipulated in the Special Terms.