



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被保險人負責逾期帳款催收附加條款

111.07.25 科保字第1110074號函備查

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COLLECTION BY THE INSURED (without indemnification of the coll exp)

Notwithstanding article 4 ("Collection") of the General Terms and of the Special Terms, You are authorized to opt out from the **Debt** collection services provided by the *Debt Collection Agency* and to handle yourself, either directly or indirectly through a third party of your choice, the collection of the **Debts** covered in full or in part, under the following conditions:

1. You shall notify Us your decision to opt out from the **Debt** collection services provided by the *Debt Collection Agency* [by ticking the appropriate box to this effect when you send Us via our *online system*] the relevant **Notification of Overdue Account**.
2. You shall take all reasonable measures to collect the **Debts** and recover the relevant monies, either through amicable arrangement or litigation. In particular, in case of **Insolvency** of the **Buyer**, you shall take all actions in order to include the **Debts** in the list of the liabilities of the **Buyer** as part of the **Insolvency** proceedings.
3. You shall send Us a report detailing each collection action, its date and result after X days from the date of the **Notification of Overdue Account**, and then:
 - o monthly reports during the amicable collection period,
 - o any information or event relevant to the collection action during the legal collection period within X days of your knowledge.

The amicable collection period will last X days from the date of the **Notification of Overdue Account**, or as long as a payment plan is duly paid by the **Buyer** or for an additional period that has been approved by Us in writing.

4. In addition to the above, in case your collection steps failed or the amicable collection period expired, You shall notify Us at the end of the pre-legal period a potential recovery assessment which shall include a diagnosis of the **Buyer's** situation,

a recommended strategy for the collection of the **Debts** and an assessment of the chances of recovery.

5. Should You intend for any reason whatsoever not to pursue the legal collection, You shall obtain our prior written agreement. If We disagree, We reserve the right to exercise all rights and remedies that you may have in relation to the **Debts**. In this event, You shall give Us an irrevocable mandate, and any document or title We may require, to pursue on your behalf and at your cost the collection of the **Debts** covered in whole or in part. We shall have full power to exercise your rights in relation to the **Debts**, including power to compound, and You shall support any decision We may make in this respect.
6. You shall obtain our prior written consent before concluding any agreement with the **Buyer**, including any agreement entailing a discount of the amount of the **Debt**, a repayment plan or the alienation of your rights to payment.
7. All costs and expenses incurred in relation to the pre-legal and legal collection of the **Debts** shall be borne exclusively by You.
8. Article 6.3.2 ("Fees due to the Debt Collection Agency") and 6.3.3 ("Advance payment of the fees and set-off with the indemnification") of the Special Terms shall not apply.
9. Article 3.2.2 ("Indemnification of Collection Expenses") of the General Terms shall not apply and consequently You shall not be covered for the **Collection Expenses**.