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## 科法斯產物應收帳款信用保險特別約定事項附加條款(HN)

111.12.23 科保字第1110109號函備查

## **Coface Globalliance Credit Insurance Bespoke Modules Endorsement (HN)**

## 1)A5.02 PRE-SHIPMENT RISK COVER

Notwithstanding article 1.2.2 of the General Provisions you will be covered under the provisions of pre-shipment risk module A5 where payment is to be made before **delivery** or **shipment.** 

We will also cover Retention Monies or Final Account Balances Outstanding subject to a maximum value of X% of the total value of the net **debt** incurred during the insurance period of this contract, where the **sales contract** has a provision that enables a maximum of X% of the contract price to be retained by the buyer for a period not exceeding 24 months from the date of certification.

Clause 2.1 is amended to remove the requirement to specify pre-shipment cover is requested in your initial or revised credit limit request.

Clause 2.2.i) of this module is cancelled.

In addition to Clause 2.2 this module does not cover you for:

- Any works and services performed that are not declared to us in accordance with Module A5 and amendments to Module A5, should this contract not renew.
- Any Retention Monies or Final Account Balances owed to you after the *duration of this contract*.
- Any Retention Monies or Final Account Balances relating to work undertaken prior to the *effective date* of this contract.
- You shall make a declaration of the value of the work and services performed (or in progress) within 30 days of the **insolvency** of a buyer.

In the event that this contract is not renewed for a further insurance period you must make a declaration of turnover to us within 30 days of the end of the insurance period specifying the full value of all outstanding applications for payment and the

value of all works and services performed but not submitted within an application for payment at the end of this insurance period.

Notwithstanding the provisions of article 3 - Commencement of cover, our cover will start when manufacturing costs begin to be incurred and it will be limited to the costs incurred during the last 12 months prior the cause of loss as described in article 1 - Risk covered. This cover will end when the **delivery** occurs.

Should an additional 12 months pre-shipment risk cover be required an additional 10% premium will become payable in relation to the sales performed under specific **sales contract**. You must **notify** us turnover related to such **sales contract** before any costs relating to the sales contract are incurred.

## 2)B5.07 BINDING ORDERS

- **1.** If we reduce or cancel a credit limit or an @rating limit for a buyer, we will maintain cover for the **deliveries**, **shipments** or services that you are contractually committed to make or perform within the period specified in the schedule following the date of our **notice**. This cover is subject to the following conditions:
- 1.1 These **deliveries**, **shipments** or services must correspond to:
- (i) a sales contract entered into less than twelve months before the date of our notice, or
- (ii) a schedule of deliveries, shipments or services which have been agreed upon with the buyer less than twelve months before the date of our notice,
- 1.2 The buyer concerned cannot be insolvent nor subject to a notification of overdue account that has or should have been sent.

Should an additional 6 months binding orders cover be required an additional 10% premium will become payable in relation to the sales performed under specific sales contract. You must notify us turnover related to sales contract to us before any costs relating to the sales contract are incurred.

**2.** It is your responsibility to determine whether you are contractually committed. This means that in the event you fail to make or perform such **deliveries**, **shipments** or services, your buyer would be entitled to take action against you for breach of contract or seek other legal redress.

If your **sales contract** entitles you to cease **deliveries**, **shipments** or services in permitted circumstances and those circumstances apply, then you are not contractually committed.

In the event of a claim we will require you to provide evidence of your contractual commitment and to submit a copy of your **sales contract**, purchase orders and acknowledgment orders and any other documentation we may deem necessary.