

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保證付款保險附加條款

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DELCREDERE COVER

In addition to the **Non-Payment** cover provided in your **Contract**, this option provides you with cover for the **Sales Contract** entered into by You as a **Delcredere Agent**.

1. SCOPE OF COVER

1.1 INSURABLE DEBTS

As per this option, our cover applies to **Delcredere Debts** provided that, at the date of **Delivery**, You have a **Credit Decision** on the **Buyer**, in compliance with the article "Credit Decision" of the Special Terms.

1.2 INSURABLE CAUSES OF LOSS

Insurable causes of loss are the same as the ones of your **Contract**.

2. EXCLUSIONS

Exclusions of cover applicable to this option are the ones of your **Contract**.

In addition, this Delcredere Cover does not apply to **Debts** related to **Sales Contract** where you do not act as **Delcredere Agent**.

3. COMMENCEMENT OF COVER



Our cover shall start upon **Delivery**, provided that a **Positive Credit Decision** with respect to the **Buyer** is in force on the date of **Delivery**.

4. RISK MANAGEMENT

As a **Delcredere Agent**, You shall act with the same degree of diligence and prudence as if You were acting for your own account. Notably, for avoidance of doubt, provisions of your **Contract** related to "risk management" are applicable to You acting as **Delcredere Agent** as if you were acting for your own account.

5. DELCREDERE DEBT DECLARATION AND PREMIUM

The **Delcredere Cover Premium** is calculated by applying the *premium rate* stated in the Special Terms to the value of all the **Delcredere Debts** declared as per your **Delcredere Debt Declaration**.

6. INDEMNIFICATION

In the event of a claim, You are required to provide Us with evidence:

- of the existence and the amount of your Delcredere Guarantee as per Your Delcredere Agent Agreement;
- of the payment to the Principal of the amounts due in application of your Delcredere Agent Agreement, as well as the date on which the payment was made;
- of the transfer of ownership of the Delcredere Debts to your benefit within 30 days from your Notification of Overdue Account;
- that you used all legal means to seek for recovery of the amounts due in your name or, if necessary, in the name of the **Principal**.

7. DEFINITIONS

Delcredere Agent means an agent acting as per a Delcredere Agent Agreement;

Delcredere Debts means **Debts** arising from **Sales Contracts** where you act as **Delcredere Agent**;

Delcredere Cover Premium means the premium due for the **Delcredere Cover** as per this option;

Delcredere Cover is the cover provided to You as per this option;

Delcredere Agent Agreement, is a legally binding agreement entered into between You and your **Principal**, by which You undertake to (i) enter into **Sales Contracts** with **Buyers** for the account of your **Principal** and to (ii) guarantee the due payment of the sums due by the **Buyers**, where such guarantee is conditioned to the assignment of the **Debt**



to You:

Principal means the supplier with whom you entered into a **Delcredere Agent Agreement** and for the account of whom your are acting as **Delcredere Agent**;

Delcredere Debt Declaration means the amount of **Delcredere Debts** (including VAT if applicable) declared in accordance with principles applicable to your activity declaration pursuant to article 6.1 of the General Terms of your **Contract**;

Delcredere Guarantee means the undertaking by which You guarantee to Your principal the payment of the sums due by the **Buyers**.

8.

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