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科法斯產物貿易信用保險裝運前保險附加條款

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PRE-SHIPMENT COVER

1. COVER

In addition to the **Non-Payment** cover provided in your **Contract**, this option provides You with the **Pre-Shipment Cover** for the **Pre-shipment Loss** incurred by You for the performance of a **Sales Contract**, when such **Sales Contract** is interrupted due to the occurrence of a **Pre-Shipment Cause of Loss** preventing You from performing your contractual obligations as per your **Sales Contract**.

1.1 SCOPE OF COVER

1.1.1 INSURABLE COSTS

Costs covered under this option are **Manufacturing Costs**, incurred by You as per a **Sales Contract** covered by this **Contract**.

1.1.2 INSURABLE CAUSES OF LOSS

Our cover shall apply to **Manufacturing Costs** incurred by You and resulting to a loss due to the occurrence of one of the following **Pre-Shipment Causes of Loss**:

- a. Your **Buyer's Insolvency** ;
- b. Your **Buyer's** unfair interruption of the **Sales Contract** provided that a final and enforceable court decision has been obtained in your favor confirming that the **Buyer** shall take in charge damages related to such unfair interruption;

c. A **Natural Disaster** or a **Political Event** for **Sales Contracts** with **Buyers** located abroad, provided that your **Contract** includes Political Event Cover option and/or Natural Disaster Cover option.

1.2 EXCLUSION OF COVER

1.2.1

In addition to the article 1.2.1 Excluded Debt of the General Terms, our cover shall not apply to **Sales Contracts** with a delivery period longer than the *maximum delivery period*.

1.2.2

Our cover shall not apply to **Manufacturing Costs**

- (i) incurred after **Refusal** or **Cancellation** of the **Credit Limit**;
- (ii) exceeding the **Sales Contract** value
- (iii) representing the profit margin of the **Sales Contract**.

1.2.3 EXCLUDED CAUSES OF LOSS

Excluded causes of loss are the ones defined in article 1.2.2 of the General Terms.

1.3 COMMENCEMENT OF COVER

Our cover will start on the date of execution of the **Sales Contract**, provided that a **Credit Limit** is in force on the **Buyer** beforehand.

If execution of the **Sales Contract** is subject to a pre-condition, **Pre-Shipment Cover** will only start on the date when such pre-condition is satisfied. In particular, if the **Sales Contract** requires an installment to be paid, **Pre-Shipment Cover** shall become effective only after the date when you receive this installment in your account.

2. RISK MANAGEMENT

2.1 NOTIFICATION OF ADVERSE INFORMATION

You shall notify us in writing of any **Adverse information** you become aware of within the delay stated in the article 2.3 of the General Terms. For the purpose of this option, any event you become aware of that could cause the due performance of the **Sales Contract** to be interrupted or delayed (including any potential legal proceedings before a Court or arbitration) shall be considered as an **Adverse information**.

2.2 CREDIT LIMIT ON THE BUYER

(i) You must obtain a **Credit Limit** on the **Buyer** before the date of execution of the **Sales Contract** becomes effective. In your request for a (initial or revised) **Credit Limit**, You must specify that **Pre-Shipment Cover** is requested ticking the dedicated box in your request. The **Credit Limit** granted applies to execution of **Sales Contracts** that

started after the date we received your request for such **Credit Limit**. This option is not applicable where a **Credit Decision** has been determined by You within your Discretionary Limit.

(ii) When **Pre-Shipment Cover** is requested on a given **Buyer**, our **Credit Limit** sets the maximum amount covered by Us for such **Buyer**, whether for **Non-Payment** or for **Pre-Shipment Cover**; accordingly, the amount of the **Credit Limit** shall include the **Outstanding** and the amount of **Manufacturing Costs** defined in article 1.1.1 above.

(iii) Our **Credit Limit** may also sets any specific conditions as may be applicable to the **Pre-Shipment Cover**.

(iv) If the **Credit Limit** we grant is subject to your obtaining of a **Security**, the **Pre-Shipment Cover** will be valid provided that you obtain and maintain a **Security** valid and enforceable.

2.3 CHANGE IN CREDIT LIMIT

In case of a **Reduction**, You will still be covered for your **Manufacturing Costs**; accordingly, You shall continue to perform the works related to the **Sales Contract** and engage further **Manufacturing Costs** necessary for the completion of the works. In case of a claim, such additional **Manufacturing Costs** will be integrated in the loss calculation and will be indemnified as part of your **Pre-shipment Loss** on the basis of the reduced **Credit Limit** granted. In the case where the reduced **Credit Limit** is not sufficient to complete the performance of your contract, you will have the possibility during the *pre-shipment notification period* following our **Reduction** to request [\[through our online system\]](#) a specific **Pre-Shipment Binding Order Cover** covering the **Manufacturing Costs** incurred up to the **Delivery** to the **Buyer**.

In case of a **Cancellation** of the **Credit Limit** before a **Pre-Shipment Cause of Loss** stated in article 1.1 has occurred, You have the possibility during the *pre-shipment notification period* following our **Cancellation**, to request [\[through our online system\]](#) a specific **Pre-Shipment Binding Order Cover** covering the **Manufacturing Costs** incurred up to the **Delivery** to the **Buyer**.

If we refuse such **Pre-Shipment Binding Order Cover**, you shall send us a **Notification of Claim**.

3. INDEMNIFICATION

3.1 NOTIFICATION OF CLAIM AND EVIDENCE OF CLAIM

3.1.1 YOUR NOTIFICATION OF CLAIM

In case of occurrence of a **Pre-Shipment Cause of Loss**, You must send us within [\[X days\]](#) a **Notification of Claim** evidencing the amount of the **Manufacturing Costs** and any element necessary for the calculation of your **Pre-shipment Loss** as defined in article 3.2.1 below.

3.1.2 OUR DECISION

Upon occurrence of a **Pre-Shipment Cause of Loss**, You must not continue to perform the **Sales Contract** nor use the supplies that are still in your possession without our prior written agreement.

Upon receipt of your **Notification of Claim**, we shall decide and notify You (i) either to continue the performance of the **Sales Contract**, (ii) or to interrupt it.

If We notify You to continue the performance of the **Sales Contract**, You shall continue to perform the **Sales Contract** and engage, with our previous agreement, further **Manufacturing Costs** necessary for the performance of the **Sales Contract**. Such additional **Manufacturing Costs** will be integrated in the loss calculation and will be indemnified as part of your **Pre-shipment Loss**;

If we notify You to interrupt the performance of the **Sales Contract**, You shall stop the **Sales Contract** performance; the **Pre-shipment Loss** calculation will be made on the basis of **Manufacturing Costs** already incurred as of the date of receipt of your **Notification of Claim**.

3.2 MANUFACTURING COSTS INDEMNIFICATION

3.2.1 INDEMNIFICATION

The **Pre-shipment Loss** is the balance of the following calculation:

- on the debit side :

The amount of the **Manufacturing Costs** (including if applicable the additional **Manufacturing Costs** in case of continuation of the **Sales Contract** after receipt of your **Notification of Claim** as per [article 3.1.2]), after deduction of **Manufacturing Costs** associated with goods already delivered to the **Buyer**.

Manufacturing Costs paid for in any other currency than the *currency of the contract* must be converted at the *exchange rate* in force on the day of payment.

- on the credit side :

Incomes related to the **Sales Contract** such as but not limited to

- pre-payments made by the **Buyer**,
- **Proceeds** from the reselling of manufactured goods to a third party,
- re-use value of goods ready for shipment or under production, and of the procured materials,
- proceeds from the selling-up of **Security**, and
- the collection of any indemnities (other than those of this **Contract**).

Our indemnity will be the *insured percentage* of (i) the **Pre-shipment Loss** calculation within the limit of the **Credit Limit** granted on the **Buyer** or (ii) in case of **Pre-Shipment Cover** and **Non-Payment Cover** on the same **Buyer**, the **Pre-shipment Loss** calculation within the limit of the remaining balance of the **Credit Limit** after indemnification of

the **Non-Payment Cover**.

3.2.2 DELAY

Provided you have (i) duly complied with the terms of this **Pre-Shipment Cover**, (ii) forwarded Us with evidence of the **Sales Contract** and of the **Pre-shipment Loss** calculation within the *waiting period*, and (iii) We agree with your **Pre-Shipment Loss** calculation, We shall indemnify You within thirty days of the expiration of the *waiting period*.

3.2.3 EXPERT INVESTIGATION

In addition to article 12.2 of the **Contract**, in case of disagreement between You and Us with respect to the cause and/or the amount of the **Pre-shipment Loss** calculation described above, We reserve the right to appoint an expert who will prepare the **Pre-shipment Loss** calculation. You undertake to provide such expert with any and all information he may consider necessary and give him full access to your books and accounts.

Such expert opinion will be binding upon the parties on the cause and/or the amount of the **Pre-shipment Loss** calculation.

If the expert's **Pre-shipment Loss** calculation is equal or within 10% of the amount of your **Pre-shipment Loss** calculation, We shall bear the expert's fees. If the expert's **Pre-shipment Loss** calculation differs by more than 10% of the amount of your **Pre-shipment Loss** calculation the expert fees shall be borne by You.

4. DEFINITIONS

Pre-shipment Loss: means loss suffered as defined in article [1] of this option;
Proceeds: the greater of (i) the actual value of resale of the goods or (ii) 50% of the initial **Sales Contract** value, whichever is the greater, as per article [3.2] of this option;
Manufacturing Costs: means costs (including overhead costs and costs of a binding purchase order not yet delivered) which are (i) necessary for the performance of the **Sales Contract**, (ii) demonstrably allocable to the **Sales Contract** interrupted and (iii) justified on proper cost accounting principles;
Notification of Claim: your notification to Us of a claim as per article 3.1.1 of this option;
Pre-Shipment Cause of loss: causes of loss covered by this Option as per article 1.1.2 of this option;
Pre-shipment Cover: cover provided to You as per this option;
Pre-Shipment Binding Order Cover: additional cover which may be granted as per article 2.3 of this option;

5.

The other provisions of your **Contract** not contradicted by this option apply *mutatis mutandis* to the **Pre-shipment Cover**.

Variables to include in the Special Terms for the option pre-shipment: Manufacturers

OPTION PRE-SHIPMENT COVER

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Parameters of the option:

1. the *maximum delivery period*: [X days]
2. *pre-shipment notification period*: X days from our **Reduction** or **Cancellation**