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科法斯產物貿易信用保險TopLiner(追加保障)附加條款

107.09.28 科保字第1070098號函備查 111.11.24 科保字第1110103號函備查

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TOPLINER

In addition to the **Non-Payment** cover provided for in your **Contract**, this option may provide you with a **TopLiner Cover** on **Buyers** for whom we have set a **Restrictive Decision**, within the **Eligible Period**.

Our **TopLiner Cover** shall apply only if at the date of your request for such cover pursuant to article 3 below You have no **Overdue Account** of more than sixty (60) days from the **Due Date**.

1. INSURABLE DEBTS AND INSURABLE CAUSES OF LOSS

Insurable **Debts** and insurable causes of loss of this option are the ones of your **Contract** as defined in article 1 of the General Terms.

2. TOPLINER AMOUNT

TopLiner Amount sets either (i) the maximum additional amount of **Outstanding** covered if there is an existing **Credit Limit** in force on the **Buyer**, or (ii) the maximum **Outstanding** covered on the **Buyer** otherwise.

Deliveries to a **Buyer** made after the **TopLiner Cover** is granted shall only be covered to the extent that the **Outstanding** does not exceed, on the date of **Delivery**, the value of the **TopLiner Cover** plus the **Credit Limit** amount, if any.

Accordingly, the existing **Outstanding**, prior to the **TopLiner Cover** coming in force, must be taken into account to determine the value of your **TopLiner Cover** request.

3. REQUESTS AND COMMUNICATION OF OUR DECISION

You may request within the **Eligible Period** a **TopLiner Cover** through our *online system*. Your **TopLiner Cover** request must specify the value and duration of cover requested (in days), being considered that the **TopLiner Cover** request duration must be between a minimum of 30 days and a maximum of 90 days.

We shall immediately make an assessment of your request and our *on-line system* will communicate either:

• That no **TopLiner Cover** is possible

Or

 A TopLiner Offer, including the TopLiner Amount We would be prepared to agree for that Buyer within the scope of your request and the TopLiner Premium due for such cover.

4. ACCEPTANCE OF OUR TOPLINER OFFER

TopLiner Offer, once accepted by You, is non-cancellable and cannot be modified. Should You choose to accept our **TopLiner Offer**, We will send you a **TopLiner Notice**, which will include the details of your **TopLiner Cover** (**Buyer**, amount, duration and **TopLiner Premium**).

5. COMMENCEMENT AND TERMINATION OF COVER

TopLiner Cover is effective immediately for **Deliveries** to be made during the duration specified in the **TopLiner Notice**.

Our **TopLiner Cover** will cease at (i) the **TopLiner Expiration Date** as mentioned in the **Topliner Notice**, (ii) upon **Insolvency** of the **Buyer**, or (iii) at the termination date of the **Contract**, whichever is the earliest. Before expiration of the **TopLiner Cover**, You will receive an alert through our *online system* to remind you of the **TopLiner Expiration Date**.

We reserve the right to notify you the termination of this option at any moment. In that case:

- the terms and conditions of this option will remain applicable to any **Delivery** You
 made after our notification to a **Buyer** concerned by a **Topliner Cover** granted before the option's termination;
- no **TopLiner Cover** shall be possible after our notification, and
- the provisions of your **Contract**, except those of this option which is terminated, will remain applicable.

6. TOPLINER PREMIUM

Our **TopLiner Cover** is subject to the due payment of the **TopLiner Premium** invoiced; such **TopLiner Premium** is non-refundable and does not contribute to the *minimum* premium of your **Contract**.

7. NEW REQUESTS

During the **Eligible Period** you may apply for further **TopLiner Covers** on the same **Buyer**.

If a new **TopLiner Offer** is granted by Us and accepted by You prior to the **TopLiner Expiration Date** of an existing **TopLiner Cover** on the same **Buyer**, the new **TopLiner Cover** will supersede the **TopLiner Cover** already in place, and will generate a new **Topliner Premium** invoice, without refund of the previous **TopLiner Premium**.

8. CONTRACT CONDITIONS

Our **TopLiner Cover** shall not be considered as **Credit Decision** as defined in the Special Terms of your **Contract**; therefore any clause or option of your **Contract** that would be dedicated to **Credit Decisions** will not apply to **TopLiner Cover**.

By derogation to the General Terms, the cover ratio referred to in article 3.2.2 a) of the General Terms shall be defined as follows when a **Topliner Cover** applies:

The cover ratio is the ratio where:

- the numerator is the lower of (i) the **Net Debt** or (ii) the sum of the **Credit Decision** and the **TopLiner Amount**.
- the denominator is the amount of the **Debt**.

The remaining provisions of the General Terms and Special Terms are applicable to the **TopLiner Cover**.

Notably, for the sake of clarity any claims paid by Us as per the **TopLiner Cover** will contribute to the *maximum liability* calculation of your **Contract**.

9. DEFINITION

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

TopLiner Amount means the amount of cover offered by Us and accepted by You as per this option;

Eligible Period means the period of six (6) months after a Restrictive Decision is set by Us:

Restrictive Decision means a Restrictive Credit Limit, a Cancellation, a Reduction or a Refusal:

Restrictive Credit Limit means a **Credit Limit** granted by Us for an amount lower than the amount requested by You.

TopLiner Premium is the premium due for the **TopLiner Cover** as per this option;

TopLiner Offer means the **TopLiner Cover** We may offer You through our *online system*, as per this option;

TopLiner Notice means the notice We shall send to You upon your acceptance of our **TopLiner Offer** as per this option;

TopLiner Expiration Date means the date after which our **TopLiner Cover** expires, as mentioned in the **TopLiner Notice**;

10.

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