



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

科法斯產物應收帳款承購信用保險除外條款變更附加條款

111.05.12 科保字第1110041號函備查

Whereas the Insured and the Insurer have entered into the credit insurance policy No. XXXXXX.

Whereas the Insured purchases or will purchase from the Client Eligible Receivables related to Commercial Contracts containing a Prohibition on Assignment Clause which, but for this Endorsement, are excluded from the Policy.

With effect from XXXXX, the parties to this Endorsement hereby agree to amend the Policy as follows:

1. This Endorsement extends to insure Eligible Receivables arising from Commercial Contracts that contain a Prohibition on Assignment Clause ("Non-Assignable Eligible Receivables"). The Insured must notify the Insurer within X days after the end of each quarter of the Policy Period, the list of Buyers which, to the knowledge of Deal Team, have a Prohibition on Assignment Clause in their Commercial Contract at the end of the said quarter.

- 1.1 The Insured acknowledges that this Prohibition on Assignment Clause provides an uncertainty on its rights related to the Eligible Receivables and for that reason accepts the following conditions:

The Insurer is only liable under this Endorsement if the Insured has obtained a Power of Attorney from the Client in respect of Non-Assignable Eligible Receivables and that at all times the Insured is:

- a) fully authorised to act on behalf of the Client by means of a Power of Attorney in respect of the Non-Assignable Eligible Receivables covered under the Policy; and
 - b) able to assume all the rights that the Client has towards the Buyers in respect of the Non-Assignable Eligible Receivables covered under the Policy.

It is a condition precedent to the liability of the Insurer that the Client has granted to the Insured a valid and legal Power of Attorney accepted by the competent jurisdiction related to the Non-Assignable Eligible Receivables for any legal proceedings for recovery purpose against the Buyer.

- 1.2 The coverage afforded by the Policy in respect of Non-Assignable Eligible Receivables is contingent upon the Insured being legally entitled to bring a claim and legal proceedings against the Buyer and:

- a) The Insured is able to transfer to Insurer all of the rights under the Power of Attorney in respect of the Client's rights, claims and defences against the Buyer regarding the Non-Assignable Eligible Receivables; or
- b) The Insured is able to pursue enforcement on the Insurer's behalf of all of the Client's rights, claims and defences against the Buyer in reliance on the Power of Attorney; or
- c) The Insured is able to give instructions to the Client (in reliance of the Receivables Assignment Agreement) for the Client to pursue enforcement on Insurer's behalf of all of its rights, claims and defences against the Buyer.

1.3. If after the payment of the claim by the Insurer it is established that the Insured is not validly and legally entitled to bring a claim and legal proceedings against the Buyer, the Insured expressly undertakes to refund the amount of the claim payment to the Insurer, less recovery the Insurer received in the meantime, if any.

1.4 For the avoidance of doubt, any dispute raised by the Buyer will be handled pursuant to clause 3.5 of the Policy and will include any dispute related to the validity and enforceability of the Insured's right against the Buyer in its country.

1.5 The Clause 2 Definitions of the Policy is completed by the following definition:

Prohibition on Assignment Clause means a clause or clauses in the Commercial Contract or side agreement related to it that prohibit or restrict the Client's ability to assign the benefit of the Commercial Contract to a third party and such clause or clauses has not been waived and/or consent to assignment given.

2. This Endorsement shall be part of the Policy. The terms of the Policy and its endorsements, if any, not modified by this Endorsement remain in full force.