



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

## 科法斯應收帳款信用保險 貨物交運前風險保障附加條款第一次部份變更

99.01.05 科保字第 0990003 號函備查  
GLOBALLIANCE CONTRACT  
Credit Insurance  
A5.02

### PRE-SHIPMENT RISK COVER

#### 1 - RISK COVERED

This module guarantees the reimbursement of any losses you may sustain as a result of the occurrence of the pre-shipment risk, i.e.: the impossibility for you to continue to fulfil your contractual obligations, and particularly to manufacture the supplies that were ordered to you, insofar as this impossibility results directly and solely from any of the following events :

- a) **insolvency** of the buyer
- b) Repudiation of the **sales contract** by the buyer provided that a judgement has been obtained in your favour – this judgement being final and enforceable in the buyer's country – confirming that the buyer will take at his charge the damages undergone by you due to this repudiation.  
However, this condition will not be requested if the legal proceedings runs up against a judicial or material impossibility, which has been duly acknowledged by us and which is not ascribed to us, and if the buyer is located abroad.
- c) Occurrence in the buyer's country of a military or civil war, a revolution, riot or insurrection,
- d) Any legislative or governmental measures in the buyer's country,
- e) Any decision of the government of your country such as prohibition or restriction of the export of the goods in process or requisition of those goods,
- f) Occurrence in the buyer's country of a natural disaster such as a cyclone, flood, earthquake, volcanic eruption, tidal wave,

This module covers the amount of the expenses incurred in the performance of the **sales contract**, from the date of commencement of cover to the date when these expenses were no longer incurred, plus the possible expenses resulting unavoidably, directly and solely from the occurrence of the risk (storage cost, legal fees, reimbursement of instalments).

#### 2 - CONDITIONS OF COVER

2.1. You must obtain a credit limit from us for a buyer before the **sales contract** becomes effective.



In your request for initial or revised credit limit, you must specify “pre-shipment risk cover requested”.

Unless otherwise specified by us, the credit limit we provide applies to any **sales contracts** which have become effective as of the date when we receive your request. This credit limit sets the maximum outstanding balance covered, calculated as the amount of the **sales contract** covered for the pre-shipment risk plus the maximum outstanding balance covered for the credit risk. The credit limit also sets any specific conditions as may be applicable to the pre-shipment risk.

If the credit limit we provide is subject to you obtaining a personal guarantee such as a bank guarantee, the pre-shipment cover will be limited to causes b, c, d, e and f as per article 1.

2.2. This module does not cover :

- the **sales contracts** having a delivery period longer than the *maximum delivery period* provided for in the Schedule, from the date of execution of the **sales contract** to the contractual date specified for the completion of deliveries ;
- the **sales contracts** entered into by and between yourself and a buyer for whom a notification of **overdue account** has or should have been given.

### 3 - COMMENCEMENT OF COVER

Provided that all the **conditions** applicable to the cover we provide are met, cover will start on the date of execution of the **sales contract**, i.e. when you and your buyer have approved all the provisions of the said contract in writing.

If commencement of the **sales contract** is subject to the fulfilment of a suspensive condition, cover will only start on the date when such condition is met. In particular, the **sales contracts** that require an instalment to be made with the order will only be deemed to become effective, under this contract, on the date when you have collected this downpayment in your country.

### 4 - OCCURRENCE OF LOSS

The pre-shipment loss will be ascertained:

- when the buyer is **insolvent** as soon as the proceedings described in the General Provisions have been instigated,
- in any other causes mentioned in article 1, when the performance of the **sales contract** has been interrupted during a 5 months period of time.

### 5 - RISK MANAGEMENT

5.1. You must notify us in writing as soon as you become aware of any event that could cause the due performance of the **sales contract** to be interrupted.

5.2. At your own initiative or as instructed by us, you must take all necessary measures to prevent or minimise the loss, and in particular, you must withhold the procurements, the work in progress or the shipments. If one of the events mentioned in article 1 occurs before you have fulfilled your contractual obligations, you must not continue to perform the **sales contract** and use the supplies which are still in your possession without our prior agreement.

5.3. We undertake, if we decide, in spite of the occurrence of one of the events mentioned in article 1, that the work can be resumed, to pay you for the additional damages our decision could give rise to.

COMPAGNIE FRANÇAISE D'ASSURANCE POUR LE COMMERCE EXTERIEUR, TAIWAN BRANCH

A5, 6F, NO. 16, SEC. 4, NANJING E. RD., TAIPEI 10553, TAIWAN R.O.C.

法商科法斯產物保險股份有限公司台灣分公司 - 10553 台北市松山區南京東路四段 16 號 6 樓 A5 室

電話. +886 2 2577 5797 - 傳真. +886 2 2577 5795

taipei@coface.com - www.coface.com.tw)



If it appears, after this decision, that your contractual obligations cannot all be fulfilled, or if we consider that such fulfilment is undesirable, the loss will be ascertained on the date of completion of the work.

## 6 - SUSPENSION OR TERMINATION OF COVER

If a cause of loss as per article 1 has not occurred and we decide to suspend or terminate cover for the buyer, we will indemnify you, in respect of the **sales contracts** that would consequently cease to be performed, for any losses that would result from our decision, as stipulated in article 7.2 below.

## 7 - CLAIM PAYMENT

### 7.1. Conditions of Payment

A claim payment can only be made if :

- you have sent us the **sales contract** and a notification of overdue account showing the amount of the loss for which payment is claimed, together with all written evidence of your rights, as soon as the loss is ascertained ;
- you have sent us a loss account established in the *currency of this contract* ; the sums (expenses and incomes) paid for in any currency other than the *currency of this contract* must be converted at the *exchange rate* in force on the day of payment.

### 7.2. Loss Calculation

The loss is made up of the balance of a loss account including :

- on the debit side :

the amount of the expenses mentioned in article 1 above, after deduction of the expenses associated with supplies (equipment and, if applicable, services) already shipped or performed and for which your buyer has approved the price and the dates of payment.

In the event of article 1.b), the amount of expenses taken into account cannot exceed the sum owed by the buyer following the legal decision referred to in this article.

This amount is ascribed to the loss account within the limit of 80% of the amount of the **sales contract**, after deduction of the amount of the **shipments** already made (or the services already performed).

- on the credit side :

the amount of the corresponding incomes (instalments made by your buyer, proceeds from the reselling, or re-use value of the supplies ready for shipment or under production, and of the procured materials, proceeds from the selling-up of **security** and the collection of any indemnities, etc.).

### 7.3. Payment Level

The claim payment is equal to the balance of the loss account, up to the Credit Limit delivered on a buyer - or to the balance available on this Credit Limit in cases where article 7.4 below is applicable.- timed by the insured percentage as provided for in the Schedule. This claim is paid subject to the occurrence of a cause of loss, within 45 days further to receipt by us of the documents as per article 7.1.

### 7.4. In case of occurrence of a loss under a non-payment risk, the Credit Limit

agreed will first be assigned to the loss sustained as for this risk. The possible discrepancy will be assigned to the loss sustained as for the pre-shipment risk.



## **8 - EXPERT INVESTIGATION**

We reserve the right to appoint an expert, in case of a loss, to verify the nature and amount of the loss you claim. You will provide this expert with all the information needed for him to perform his mission and will give him full access to your books and records.

If the expert investigation report confirms the figures you have specified in your loss account, or only shows a reduction not exceeding 10% of the amount of this loss account, we shall bear the expert's fees. If the reduction rate is in excess of 10%, you will pay for these fees.

## **9 - COST OF COVER**

The premium payable for the pre-shipment risk is calculated by application of the rate specified in this contract - which applies to both the non-payment risk and the pre-shipment risk - to the declared turnover.