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如欲查詢本公司資訊公開說明文件之內容，請至本公司網址：<http://www.eulerhermes.tw> 查詢

## Euler Hermes Credit Insurance CA

### Financier's Endorsement

#### 保單條款

107年08月31日裕利安宜107發字第0046號函備查

#### Financier's Endorsement

1. This endorsement acknowledges that
  - you (the Insured named in the **Policy**) have a facility with (Name of the Financier) (the "Financier") under which the Financier provides finance to you in respect of specific receivables owed by the **Buyers** listed at the end of the endorsement below and
  - the Financier has an insurable interest in such receivables and accordingly can be an insured under the **Policy**.

The Insured and the Financier are hereinafter and for the purposes of the **Policy** collectively referred to as "you".
2. For the purpose of the endorsement "**Claim Payment**" means the total of (i) any amount payable to you under the **Policy** to compensate you for the losses you have sustained from unpaid insured receivables and excluding any contribution to the **Insurable Collection Costs**.
3. In accordance with an application form submitted by you, the Financier is hereby joined as an insured under the **Policy** in respect of the insured receivables financed by and assigned (whether in whole or in part) to the Financier and will be subject to all the terms and conditions of the **Policy** but excluding those relating to section 5.1 a. of the General Terms and Conditions of the **Policy**. Your obligations under the **Policy** will remain unaffected by this endorsement except to the extent that such obligations have been amended below.
4. We will make any **Claim Payment** due to you under the **Policy** in respect of losses for unpaid receivables owed by the **Buyers** listed at the end of the endorsement below to the Financier unless the Financier has instructed us in writing to make such **Claim Payment** to the Insured. Any **Claim Payment** made to the Financier releases us from any liability to the Insured for the insured receivables concerned. We will continue to make all **Claim Payments** to the Financier until the Financier provides us with a written release of its right to receive such payments.

5. If we make a **Claim Payment** to the Financier, we may require the Financier to assign to us, or procure to assign to us,
- the insured receivables, and
  - any and all rights in respect of **Recoveries** including dividends due in respect of the said receivables.

In addition the Financier will upon our request appoint or procure our appointment as proxy in any meeting of creditors arising from the non-payment of such receivables and/or provide a Letter of Waiver covering any security held by the Financier and relating to the said receivables.

6. The Insured will send to us all **Notices** as required in connection with the **Policy** (including the filing of claims) unless the Financier has made a written request to us to be responsible for executing and submitting these **Notices** and we have agreed in writing to such request and have informed the Insured accordingly.
7. We will send all **Notices** in connection with the **Policy** exclusively to (i) the Insured or (ii) the Financier where the Financier is responsible for executing and submitting these **Notices** under the **Policy** in line with section 6 above.
8. Where the premiums and other charges due under the **Policy** are not paid by the Insured (who shall have sole responsibility for this obligation), for the insured receivables to remain covered under the **Policy**, the Financier may pay at its option, within (XX) days from our **Notice** in writing of such non-payment, all outstanding and future premiums due under the **Policy**.
9. For the purpose of this endorsement no information supplied to us by any of you in fulfilling the obligations under the **Policy** will be confidential in respect of any other of you and we will be authorised to supply information provided by any of you to any other of you.

The Insured authorises the Financier to disclose to us any information concerning any insured receivable which might reasonably affect us in our operation of the **Policy**, where that information is in the possession of the Financier's department responsible for the insured receivable.

10. In the event that the Financier or its parent or affiliated company acts as a banker to both the Insured and any **Buyer** the Financier must not, with the knowledge of the officers of the department responsible for the provision of financing of the insured receivables, act in a manner which would prejudice the interests of the Insured or our interests as a creditor over the other creditors of the **Buyer**, provided always that nothing will prevent the Financier at any time, and at its own discretion, exercising any rights or security it may have against the **Buyer** independent of the **Policy**.
11. If the Insured becomes **Insolvent** and the **Policy** is terminated in accordance with the provisions of the **Policy**, the Bank may apply in writing to have the **Policy** re-instated within (XX) days from the date of your **Insolvency**. We will re-instate the **Policy** from the date of the **Insolvency** provided that:
- (a) the terms and conditions of the **Policy** have been complied with up to the date of the **Insolvency** including the payment of premium and other charges and the making of all declarations; and

(b) the Financier has notified us in writing that it will accept responsibility for operating the **Policy** and complying with its terms and conditions.

Our liability will be conditional upon our receipt of the minimum premium specified in the **Special Terms**, pro-rated in accordance with section 6.3 of the General Terms and Conditions of the **Policy**.

**12.** For the purpose of this endorsement, only the Insured is authorised to agree with us

- the terms on which cover under the **Policy** may be continued at the end of the **Insurance Contract Period**, and
- any amendment to the **Policy** except that this endorsement may not be amended or terminated without the written consent of the Financier.

**13.** We will delete the Financier as an insured under the **Policy** upon receipt of the written request of either the Financier or the Insured with the written agreement of the Financier. We will then notify the Financier and the Insured of such deletion by letter and from the date of such letter the Financier will cease to have any rights or obligations under the **Policy**.

**14.** This endorsement does not vary, alter, waive or extend any of the terms and conditions of the **Policy** except as expressly stated in this endorsement.

<b>Buyer</b>	<b>Address</b>	<b>Our Ref. No.</b>
<u>(xxx)</u>	<u>(xxx)</u>	<u>(xxx)</u>
<u>(xxx)</u>	<u>(xxx)</u>	<u>(xxx)</u>
<u>(xxx)</u>	<u>(xxx)</u>	<u>(xxx)</u>
<u>(xxx)</u>	<u>(xxx)</u>	<u>(xxx)</u>
<u>(xxx)</u>	<u>(xxx)</u>	<u>(xxx)</u>
<u>(xxx)</u>	<u>(xxx)</u>	<u>(xxx)</u>
<u>(xxx)</u>	<u>(xxx)</u>	<u>(xxx)</u>

<b>Policy Holder</b> [Policy holder name]	<b>The Bank</b> [Bank name]	<b>Euler Hermes SA, Taiwan</b> <b>Branch</b>
<b>Name</b>  _____	<b>Name</b>  _____	<b>Name</b>  _____

<b>Position</b>	<b>Position</b>	<b>Position</b>
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<b>Signature</b>	<b>Signature</b>	<b>Signature</b>
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