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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

### Rider to the General Terms and Conditions of the Policy-A

#### 保單條款

107 年 08 月 31 日裕利安宜 107 發字第 0055 號函備查

#### Rider to the General Terms and Conditions of the Policy

1. It is agreed that the General Terms and Conditions of the **Policy** are amended as set out in this endorsement.

2. You and we agree that

2.1. Section 9 of the General Terms and Conditions of the **Policy** is deleted and replaced by the following:

“9. Collection mandate on the **Claim and Collection form**

When you file a **Claim and Collection form** with us against a **Buyer**, you give the Collection Service Provider named in the Debt Collection Services Agreement (Please, refer to the relevant Appendix B) a mandate to collect the receivables and to exercise all rights relating to the receivables, whether they are partly or fully insured, in line with the Debt Collection Services Agreement. You must comply with the terms and conditions of the Debt Collection Services Agreement and follow any reasonable instructions we may give you regarding the collection actions carried out by the Collection Service Provider.”

2.2. Section 10 of the General Terms and Conditions of the **Policy** is deleted and replaced by the following:

“10. **Recoveries**

All **Recoveries** received from your **Buyer** or any third party will be shared between you and us as specified in this section and we will apply this allocation even if your **Buyer** or any third party suggests the **Recoveries** should be allocated differently.

Any part of a **Recovery** which relates to VAT (or similar sales taxes) will be allocated to the VAT (or similar sales taxes) element of the outstanding receivables.

Where you have **Supplied** goods or services to a **Buyer** on a cash payment basis after you have filed a **Claim and Collection form**, we will apply any money received from the **Buyer** to reduce your Insured Debt.

#### 10.1 **Recoveries** before settlement of your **Claim Payment**

- a. You need to inform us as soon as possible of any **Recovery** received by you or on your behalf by any third party.
- b. We will allocate all sums we or you collect, first to the part of the total outstanding receivables due from the **Buyer** which exceeds the Insured Debt (as defined in section 11.1), until this amount has been recovered in full and then to the Insured Debt.

#### 10.2 **Recoveries** after settlement of your **Claim Payment**

- a. In order for you to remain entitled to the **Claim Payment** received, you must remit to us up to the amount of the **Claim Payment** any **Recovery** received by you or any third party on your behalf within 30 days of receipt.
- b. We will allocate all sums we or you collect up to the amount of the **Claim Payment** until this amount has been recovered in full. Any **Recoveries** in excess of this amount will be due to you.”

- 2.3. Section 11.3 a. of the General Terms and Conditions of the **Policy** is deleted and replaced by the following:

“a. If an aggregate first loss deductible is specified in your **Special Terms**, we will only have liability under your **Policy** when the total value of all Insured Losses for the relevant **Policy Period** exceeds the amount of the aggregate first loss deductible.

We will calculate your **Claim Payment** by multiplying any amount exceeding the aggregate first loss deductible by the insured percentage specified in the **Special Terms**, or any lower insured percentage specified in the applicable **Permitted Limit** endorsement.

- 2.4. The definition of “**Insurable Collection Costs**” under Section E of the General Terms and Conditions of the **Policy** is deleted.”

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3. 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.