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總公司：台北市敦化南路二段 39 號 8 樓 A 室 電話：(02)2322-9000 免費客服及申訴電話：0800-771-168 網址：<http://www.eulerhermes.tw>  
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 W(F)P

### Ban on Assignment Endorsement - 328CBOA01

#### 保單條款

108 年 03 月 29 日裕利安宜 108 發字第 0017 號函備查

#### Ban on Assignment Endorsement

You and we acknowledge and agree that:

You may enter into a **Factoring Agreement** with a **Supplier** in respect of sales to a **Buyer**, wherein you agree to provide finance or credit cover to a Supplier by purchasing receivables in respect of goods **Despatched** and/or services **Provided** by the **Supplier** to the **Buyer** and the **Buyer** has contractually banned the **Supplier** from assigning such debts to a third party (the “non-assignable receivables”).

Consequently, the **Supplier** agrees to give to you an irrevocable power of attorney in respect of such non-assignable receivables (the “Power of Attorney”).

In pursuance of the above, we agree that non-assignable receivables owing by the **Buyer** which have been purchased by you under a **Factoring Agreement** and in respect of which you have a Power of Attorney, will subject to your compliance of all the terms and conditions of the **Policy** as amended by this Endorsement; contribute to an **Insured Debt**. Consequently, the General Terms and Conditions are amended as follows:

1. For the purposes of this Endorsement:

1.1 The Definition of **Insured Debt** is deleted and replaced by the following:

Means the amount owing to you from the **Buyer** provided that the **Buyer** is located in a country listed in the **Special Terms** and relating to **Undisputed** non-assignable receivables that have been sold and/or charged to you during

the Insurance Period in accordance with a **Factoring Agreement** between you and the **Supplier**.

The **Insured Debt** is restricted to:

- the amount of the **Approved Limit** or the amount of the **Discretionary Limit** whichever applies, and
- the amount of the loss to be suffered by you in accordance with the **Factoring Agreement** after taking into account the amount of any debt which you have recouped back to the **Supplier**.

1.2 **Turnover** means the total invoice value of all non-assignable receivables relating to the debt owing to a **Supplier** by a **Buyer**, which the **Supplier** has sold and/or charged to you during the Insurance Period specified in the **Special Terms** in accordance with a **Factoring Agreement**.

1.3 Wherever in the **Policy** there is reference to receivables that have been assigned to you or that effect, it is deemed to mean non-assignable receivables that have been sold and/or charged to you.

2. We are only liable under this Endorsement if you have obtained a Power of Attorney from the **Supplier** in respect of non-assignable receivables sold and/or charged to you under a **Factoring Agreement** and that at all times you are:

2.1 fully authorised to act on behalf of the **Supplier** by means of a Power of Attorney in respect of the non-assignable receivables covered under the **Policy**; and

2.2 able to assume all the rights that the **Supplier** has towards the **Buyer** in respect of the non-assignable receivables covered under the **Policy**.

We shall have no liability under the **Policy** unless you comply with all the terms and conditions of the **Policy**.

3. We are only liable under this Endorsement if on payment of a claim, you are able to transfer to us all of your rights under the **Factoring Agreement** in respect of the **Supplier's** rights, claims and defences against the **Buyer** regarding the non-assignable receivables relating to a **Factoring Agreement**, that are the subject of such claim and subject to the contractual ban on assignment in the contract of sale

between the **Supplier** and the **Buyer**.

4. Any reference to an interfactoring agreement and/or import factor and/or export factor in the General Terms and Conditions will be deleted and the General Terms and Conditions will be construed accordingly.