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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 W(F)P

### Rider to the General Terms and Conditions Endorsement - CASF03

#### 保單條款

108 年 03 月 29 日裕利安宜 108 發字第 0051 號函備查

#### Rider to the General Terms and Conditions Endorsement

You and we agree that in respect of:

1. Section 5 (OTHER PROVISIONS) of the General Terms and Conditions:

1.1 Section 5.03 (Verifying your documents) is extended to include:

If you fail to comply with our right of verifying your documents and you fail to remedy such breach within the Remedy Period specified in this Endorsement, then we will not be liable for any claim (relating to such documents) that has not yet been paid and we may ask you to reimburse us any indemnities (relating to such documents) that have already been paid.

1.2 Section 5.05 (d) (ii) (Policy duration) is deleted and replaced by the following:

If you or one or more of the Insured listed in the **Special Terms** become subject to **Insolvency**, we may terminate the **Policy** with immediate effect. Subject to your compliance with all the terms and conditions of the **Policy**, we will pay you claims relating to receivables purchased by you from a **Supplier** or an export factor during the applicable Insurance Period up to the date of your **Insolvency** (the "Terminated Insurance Period").

If we terminate the **Policy** in accordance with these provisions, then:

- the Minimum Premium applicable to the Terminated Insurance Period will be calculated on the basis of the Minimum Premium due under the **Policy** for the applicable Insurance Period pro-rated to the Terminated Insurance Period; and

- the Maximum Liability applicable to the Terminated Insurance Period will be calculated on the basis of the premium paid under the **Policy** for the Terminated Insurance Period or the Minimum Premium applicable to the Terminated Insurance Period, whichever is the greater.

**Insolvency** when used in this section will be as defined in Section 1.01 (What you are covered for) except that reference to a **Buyer** will be interpreted as a reference to you.

1.3 Section 5.05 (e) (Policy duration) is deleted.

1.4 Section 5.06 (Breach of contract) is deleted and replaced by the following:

You have (XX) calendar days from your receipt of our notification by registered mail, of your breach of any of the **Policy** terms and conditions (“Breach of Contract”), to remedy such Breach of Contract (the “Remedy Period”), where such Breach can be remedied.

If you do not remedy a Breach of Contract within the Remedy Period and the Breach of Contract is a Material Breach of Contract, then the **Policy** will be terminated. We will then have no liability to pay you any claim that had not already been paid to you before we sent you our notification of the Breach of Contract, and you will remain liable to pay us the Minimum Premium due under the **Policy** for the applicable Insurance Period.

If the Breach of Contract which you have not remedied within the Remedy Period is not a Material Breach of Contract, then we may not be liable for any related claim.

For the purposes of these “Breach of Contract” provisions, Material Breach of Contract means a breach by you due to:

- fraudulent, dishonest or criminal conduct; or
- non-payment of premium; or
- non-declaration of **Turnover**.

1.5 Section 5.07 (Communication) is deleted and replaced by the following :

You and we agree that the means of communications under the **Policy** will be

fax or mail or registered mail or e-mail or the Euler Hermes on-line system (“EOLIS”).

Any communication sent by us to the e-mail address specified by you is deemed to constitute your acknowledgment of receipt as required under the **Policy**. In the event of a dispute over the validity of our notification it will be sufficient evidence between us to prove that the electronic notification message was sent by us to the specified e-mail address. The e-mail addresses we use for the **Policy** are those you have provided to us. You must immediately notify us of any changes to these addresses.

Any communication sent by us to you through EOLIS will be deemed to constitute your acknowledgement of receipt as required under the **Policy**. You are responsible for monitoring information relating to your cover under the **Policy**, which is shown on EOLIS. In the event of a dispute over the validity of our notification it will be sufficient evidence between us to prove that an electronic notification message was sent by us on EOLIS.

1.6 Section 5.08 (Law, Arbitration and language) is deleted and replaced by the following:

- (a) The **Policy** is governed by and construed in accordance with the applicable law to the **Policy**: <Applicable Law>.
- (b) Any question, difference or dispute between you and us which may arise concerning the construction, meaning or effect of the **Policy** or concerning your or our rights and liabilities under the **Policy** or any other matter arising out of or in connection with the **Policy** will preferably be settled amicably. If any dispute cannot be resolved amicably, it will be referred to a sole Arbitrator, in <Place of Arbitration>, who will apply the applicable law to the **Policy**. The Arbitrator will be chosen and appointed by you and us, or failing agreement, by the <Arbitration Chamber>.

The Arbitrator must have relevant commercial insurance and legal experience. The arbitration procedure will be agreed by you and us or, failing agreement, determined by the Arbitrator.

The Arbitrator will have the widest discretion permitted under the law and rules governing the arbitration to make such orders and directions

considered necessary.

The decision of the Arbitrator will be final and binding upon you and us.

- (c) The language of the **Policy** is: <Language of the Policy>. If there are any differences in the meaning or effect of the documents that comprise the **Policy**, then the text in the language of the **Policy** will always prevail over any translation, even if provided by us.

2. Any reference to Description of Trade within the definition of **Insured Debt** under the General Terms and Conditions will be intended to refer to “Insured Activity” as used in the **Special Terms**.