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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

Subgroup Maximum Liability with Additional Maximum Liability

Option Endorsement- 328SGML02

保單條款

108 年 07 月 01 日裕利安宜 108 發字第 0073 號函備查

Subgroup Maximum Liability with Additional Maximum Liability Option Endorsement

Provided that this **Policy** is part of the Euler Hermes World Program, agreed between Euler Hermes World Agency and (Name of Insured's group head), as detailed in the Master Agreement n° (Policy Number), of which you confirm that you have knowledge, you and we agree that:

1. For the purposes of this Endorsement:

- 1.1 “Subgroup (XX) Policies” means the **Policies** collectively designated as Subgroup (XX) Policies specified in the Policy List (individually, “Subgroup (XX) Policy”);
- 1.2 “Insureds” means the Insureds under the Subgroup (XX) Policies; and
- 1.3 “Insurers” means the Insurers of the Subgroup (XX) Policies (individually, “Insurer”);
- 1.4 “Special Terms” means the **Special Terms** attaching to each Subgroup (XX) Policy;
- 1.5 “Period” means the Insurance Period specified in the **Special Terms**;
- 1.6 “Quarter” means consecutive individual periods of (XX) months each,

commencing from the start date of the Period;

- 1.7 “Capital Relief Subgroup (XX) Policies Exposure” means the amount of the aggregated receivables outstanding at the end of each month within the Quarter, which has been assigned to you from **Suppliers** and covered under the Subgroup (XX) Policies which are used as Eligible Guarantees by the (Insured's name) Group for capital relief purposes (evidence of which to be submitted to the Insurers by the Insureds if requested by the Insurers);
 - 1.8 “Subgroup (XX) Policies Maximum Liability” means the aggregate Maximum Liability applicable to Subgroup (XX) Policies for a Period, as specified in the **Special Terms**;
 - 1.9 “Additional Subgroup (XX) Policies Maximum Liability” means the additional Maximum Liability which the Insureds can purchase as a maximum from the Insurers to increase the Subgroup (XX) Policies Maximum Liability for a Period;
 - 1.10 “Maximum Liability Difference” means the difference between the Subgroup (XX) Policies Maximum Liability and the lower of the Capital Relief Subgroup (XX) Policies Exposure or the Additional Subgroup (XX) Policies Maximum Liability; and
 - 1.11 “Subgroup (XX) Policies Paid Claims” means the total amount of claims paid under the Subgroup (XX) Policies.
2. Section 3.05 in the General Terms and Conditions is cancelled and replaced with:

3.05 Maximum Liability

Regardless of the aggregate value of all credit limits and the number of beneficiaries under the Subgroup (XX) Policies, the Insurers will have no further liability at all under the Subgroup (XX) Policies for a Period when the aggregate amount paid to the Insureds under the Subgroup (XX) Policies as indemnity, first reaches the amount of the Subgroup (XX) Policies Maximum Liability.

However, if during a Period, the Capital Relief Subgroup (XX) Policies Exposure, exceeds the Subgroup (XX) Policies Maximum Liability applicable for that Period, then in addition to the Subgroup (XX) Policies Maximum Liability for that Period, the Additional Subgroup (XX) Policies Maximum Liability for that Period will automatically apply to the extent of the Additional Subgroup (XX) Policies Maximum Liability, subject

to the following conditions:

- (a) the total liability of the Insurers in respect of all claims payable under the Subgroup (XX) Policies for a Period, which are in excess of the Subgroup (XX) Policies Maximum Liability applicable to the Subgroup (XX) Policies for that Period, cannot exceed the amount of the Additional Subgroup (XX) Policies Maximum Liability applicable to the Subgroup (XX) Policies for that Period; and
- (b) the Insureds will submit to the Insurers on a quarterly basis and not later than (XX) working days from the end of each Quarter, a report split by each Subgroup (XX) Policy, showing the amount of each Capital Relief Subgroup (XX) Policies Exposure at the end of each month during the Quarter; and
- (c) if at any time during a Quarter, the greatest amount of the Capital Relief Subgroup (XX) Policies Exposure for that Quarter exceeds the Subgroup (XX) Policies Maximum Liability applicable for that Period, you are liable to pay additional premium for that Quarter which is calculated on the basis of the Maximum Liability Difference multiplied by a quarterly premium rate of (premium rate%); and
- (d) the Insureds must pay the additional premium payable within the terms stated on the invoice issued by the relevant Insurer; and
- (e) the payment of the additional premium will be shared amongst the Subgroup (XX) Policies which are used as Eligible Guarantees by the (Insured's name) Group for capital relief purposes, at the discretion of (name of insured group head) (Central Team); and
- (f) any additional premium paid by the Insureds in respect of a Period, will be retained by the Insurers in any event and will not contribute to the Minimum Premium applicable to the Subgroup (XX) Policies or to any rebate payable under the Subgroup (XX) Policies, for that Period, where applicable; and
- (g) where a claim which the relevant Insurer agrees in writing to be a valid claim but has not been paid solely because the Subgroup (XX) Policies Maximum Liability for the Period has been breached, will be paid by the relevant Insurer if the amount of the claim which exceeds the Subgroup (XX) Policies Maximum Liability for the Period is covered by the Additional Subgroup (XX) Policies Maximum Liability applicable to receivables which are the subject of the claim;

and

- (h) the Insurers of the Subgroup (XX) Policies in consultation with (name of insured group head) (Central Team) will determine which claims contribute to the Subgroup (XX) Policies Maximum Liability or to the Additional Subgroup (XX) Policies Maximum Liability, as applicable; and
 - (i) notwithstanding that the Subgroup (XX) Policies Maximum Liability and/or the Additional Subgroup (XX) Policies Maximum Liability, as applicable, have been reached, the obligations of the Insureds under all the Subgroup (XX) Policies will continue, including the Insureds' obligations to pay premium to the Insurers of such Policies and to account to the Insurers for the Insurers' share of any **Recoveries**.
3. For the purposes of establishing if the Subgroup (XX) Policies Maximum Liability and/or the Additional Subgroup (XX) Policies Maximum Liability has been exceeded when calculating the amounts subject to Subgroup (XX) Policies , any amounts relating to exposure will be converted into the currency of the Master Agreement ruling at the date of calculation, any amounts relating to Subgroup (XX) Policies Paid Claims will be converted into the currency of the Master Agreement as per extract from the monthly statistics provided by Euler Hermes.
 4. Except as amended by this Endorsement, all the terms and conditions of the Subgroup (XX) Policies will remain unchanged.

(本保險單以英文條款為主，中文條款僅供參考，若中英文條款不一致時，以英文條款為主)

比利時商裕利安宜產物貿易信用保險具附加最高責任限額選項之子集團最高責任限額附加條款- 328SGML02

中文譯本

具附加最高責任限額選項之子集團最高責任限額附加條款

若本保單屬於裕利安宜 World Agency 與 (被保集團負責機構名稱) 間議定之裕利安宜 World Program 的一部分 (詳如貴公司已確認收受之 (保單號碼) 號主合約所載)，貴我雙方同意：

1. 於本附加條款內：
 - 1.1 「第 (XX) 子集團保單」泛指於保單清單指定為第 (XX) 子集團保單之所有保單；
 - 1.2 「被保險人」係指第 (XX) 子集團保單之被保險人；以及
 - 1.3 「保險人」係指第 (XX) 子集團保單之保險人；
 - 1.4 「特別條款」係指各第 (XX) 子集團保單所附之特別條款；
 - 1.5 「期間」係指特別條款規定之保險期間；
 - 1.6 「季」係指自期間開始日起算，各連續 (XX) 個月期間；
 - 1.7 「第 (XX) 子集團保單資本寬減曝險」係指一季中各月結束時，屬於由 (被保險人名稱) 集團基於資本寬減目的做為合格保證 (若經保險人要求，被保險人應提出相關證據) 之第 (XX) 子集團保單承保範圍，並由供應商讓與貴公司之未償應收帳款總額；
 - 1.8 「第 (XX) 子集團保單最高責任限額」係指所有第 (XX) 子集團保單就一段期間適用之累計最高責任限額，詳如特別條款所載；
 - 1.9 「第 (XX) 子集團保單附加最高責任限額」係指為提高一段期間之第 (XX) 子集團保單最高責任限額，被保險人得向保險人投保之附加最高責任限額。
 - 1.10 「最高責任限額差額」係指第 (XX) 子集團保單資本寬減曝險或第 (XX) 子集團保單附加最高責任限額中較低者，與第 (XX) 子集團保單最高責任限額間之差額；以及
 - 1.11 「第 (XX) 子集團保單已付理賠」係指已依第 (XX) 子集團保單支付之理賠金總額。
2. 一般條款第 3.05 條應予刪除，並以下列條款取代：

3.05 最高責任限額

無論第 (XX) 子集團保單之信用限額總值及受益人總數，一段期間依第 (XX) 子集團保單支付予被保險人之理賠金總額，一旦達到第 (XX) 子集團保單最高責任限額，保險人就該段期間，即不再依第 (XX) 子集團保單負擔其他責任。
若一段期間之第 (XX) 子集團保單資本寬減曝險，超過該段期間之第 (XX) 子集團保單最高責任限額，則除該段期間之第 (XX) 子集團保單最高責任限額外，另將自動適用該段期間之第 (XX) 子集團保單附加最高責任限額，但應符合以下條件：

(本保險單以英文條款為主，中文條款僅供參考，若中英文條款不一致時，以英文條款為主)

- (a) 保險人依第 (XX) 子集團保單就一段期間應負擔之理賠責任總額，超過該段期間適用於第 (XX) 子集團保單之第 (XX) 子集團保單最高責任限額，但不得超過該段期間適用於第 (XX) 子集團保單之第 (XX) 子集團保單附加最高責任限額；以及
 - (b) 被保險人應於各季結束後 (XX) 個工作日內，向保險人提交各第 (XX) 子集團保單之分項報告，報告中應載明該季各月結束時之各項第 (XX) 子集團保單資本寬減曝險金額；以及
 - (c) 若於一季中之任何時間，該季最高之第 (XX) 子集團保單資本寬減曝險金額，超過該段期間適用之第 (XX) 子集團保單最高責任限額，貴公司應就該季支付附加保險費，計算方式為最高責任限額差額乘以季保險費率 (保險費率%)；以及
 - (d) 被保險人應於相關保險人開立之發票所載期間內，繳付附加保險費；以及
 - (e) 附加保險費應依 (被保集團負責機構名稱) (中央團隊) 判斷，分配予由 (被保險人名稱) 集團基於資本寬減目的做為合格保證之第 (XX) 子集團保單；以及
 - (f) 被保險人就一段期間繳付之附加保險費，一概由保險人保留，不計入該段期間適用於第 (XX) 子集團保單之基本保險費，或應依第 (XX) 子集團保單支付之退費 (若適用)；以及
 - (g) 若理賠申請經相關保險人以書面認定為有效，但僅因超過該段期間之第 (XX) 子集團保單最高責任限額而未理賠，且超過該段期間第 (XX) 子集團保單最高責任限額之理賠申請金額，屬於該項申請所含應收帳款適用之第 (XX) 子集團保單附加最高責任限額範圍，相關保險人將予理賠；以及
 - (h) 第 (XX) 子集團保單之保險人，將於徵詢 (被保集團負責機構名稱) (中央團隊) 意見後，判斷計入第 (XX) 子集團保單最高責任限額或第 (XX) 子集團保單附加最高責任限額之理賠 (視情況而定)；以及
 - (i) 縱已達到第 (XX) 子集團保單最高責任限額及/或第 (XX) 子集團保單附加最高責任限額 (視情況而定)，被保險人依所有第 (XX) 子集團保單負擔之義務應持續有效，包括被保險人應依該等保單向保險人繳付保險費，並提出保險人所配得之追償款。
3. 為決定是否超過第 (XX) 子集團保單最高責任限額及/或第 (XX) 子集團保單附加最高責任限額，於計算歸屬於第 (XX) 子集團保單之金額時，曝險相關金額將於計算日換算為主合約幣別，第 (XX) 子集團保單已付理賠相關金額將依裕利安宜提供之每月統計資料，換算為主合約幣別。
 4. 除本附加條款修訂者外，第 (XX) 子集團保單之其他規定應維持不變。