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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

Discretionary limit with EH Buyer Grade or credit control procedure or trading experience or information report Endorsement - 300CDLGT01

保單條款

108 年 10 月 01 日裕利安宜 108 發字第 0122 號函備查

Discretionary limit with EH Buyer Grade or credit control procedure or trading experience or information report Endorsement

1. In accordance with Section 2.03 of the General Terms and Conditions, you may set a **Discretionary Limit** for a **Buyer** provided that you have justification for the amount of the **Discretionary Limit** you wish to set.
2. In setting a **Discretionary Limit** you must take into account all information you hold.
3. You may not set a **Discretionary Limit** if:
 - 3.1 the **Buyer** has been in a **State of Default** within the twelve months immediately preceding the date on which you **Despatch** goods and/or **Provide** services to a **Buyer**, or
 - 3.2 we have already issued an **Approved Limit** other than a nil **Approved Limit** on the **Buyer** or
 - 3.3 we have already issued a nil **Approved Limit** on the **Buyer** within (XX) months immediately prior to the date you **Despatch** the goods and/or **Provide** the services, or
 - 3.4 you have, upon your request, received Euler Hermes Buyer Grade of (Buyer Grade) on the **Buyer** within the (XX) months immediately preceding the date on

which you **Despatch** goods and/or **Provide** services to that **Buyer**; or

3.5 at the time you **Despatch** the goods and/or **Provide** the services you are aware of any knowledge, information or events that could, in the reasonable opinion of a prudent and careful uninsured, be interpreted as adverse and/or negative with respect to the **Buyer** concerned,

4. You may set a **Discretionary Limit** for a **Buyer**, up to the maximum **Discretionary Limit** for the Buyer's country specified in the **Special Terms**. The amount of the **Discretionary Limit** must be supported by:

4.1 your credit control procedures (which we have approved in writing and a copy of which is attached to and forms part of this **Policy**)

Or;

4.2 a written commercial information agency report which you must have obtained within the (XX) months immediately prior to the date you **Despatch** the goods and/or **Provide** the services.

You accept that:

4.2.1 The report must speak clearly and unambiguously for the amount of **Discretionary Limit** that you wish to set. The only agencies which you may use for this purpose are: (Name of agency) (where you are permitted to grant up to a maximum of two times the recommended monthly credit guide).

4.2.2 The amount of **Discretionary Limit** that you may justify using a report cannot exceed the lesser of

4.2.2.1 The **Discretionary Limit** maximum for the **Buyer's** country specified in the **Special Terms**;

or

4.2.2.2 Two times of the amount recommended in the report

Or;

4.3 your trading experience of credit transactions with the **Buyer** in the (XX) months

immediately prior to the date you **Despatch** the goods and/or **Provide** the services. You may set a limit by taking the highest credit balance paid:

4.3.1 within the contractual terms of payment period plus the **Maximum Extension Period** and deducting VAT (or similar tax) and adding (XX)%; and

4.3.2 within the (XX) months immediately prior to the date you **Despatch** the goods and/or **Provide** the services.

Or;

4.4. a Euler Hermes Buyer Grade. The Grade applicable to the **Buyer** at the time you **Despatch** the goods and/or **Provide** the services, must be between Grade 1 and Grade 6 inclusive. To be valid, the Euler Hermes Buyer Grade must be either subject to monitoring or if not then it must be less than (XX) days old at the date you **Despatch** the goods and/or **Provide** the services.

If during the Insurance Period you set a **Discretionary Limit** supported by a Euler Hermes Buyer Grade subject to monitoring, and subsequently you receive our notification that the **Buyer** is downgraded to a 7, 8, 9 or 10, you may no longer set a **Discretionary Limit** for that **Buyer**. The nil **Discretionary Limit** for that **Buyer** will take effect 30 calendar days after you receive our notification, provided that neither the **Buyer** is in a **State of Default**, nor you have any reason to believe that the **Buyer** is or may be unable to meet its payment or any other contractual obligation

5. In setting a **Discretionary Limit**, you must take into account all information you have obtained under 4.1, 4.2 and 4.3 above and comply with your own credit control procedures (which we have seen and approved and a copy of which must be attached to and form part of this **Policy**). If you have obtained more than one report or opinion during the 12 months immediately prior to the date you **Despatch** the goods and/or **Provide** the services, or if you have amounts justified by more than one method as per 4. above, the amounts may not be added together.
6. In accordance with your general obligations with respect to setting a **Discretionary Limit** you must notify us immediately of any changes to your credit control procedures. We reserve the right to amend the terms applying to **Discretionary Limits** in the event of any such changes.

7. Further, where you have already set a **Discretionary Limit** (the “Previous Discretionary Limit”) and you subsequently obtain new information or trading experience that justifies a higher **Discretionary Limit** (the “New Discretionary Limit”), the additional credit that you may grant to the **Buyer** in question will be the amount of the New Discretionary Limit less the amount that is still owing to you and that was justified under the Previous Discretionary Limit.
8. If you request that we cancel an **Approved Limit** on a **Buyer**, then you may set a **Discretionary Limit** on that **Buyer** in accordance with the above. Except for **Buyers** on which we issued a nil **Approved Limit** 12 months immediately preceding the date on which you **Despatch** goods and/or **Provide** services.
9. You and we agree that we are entitled to cancel this endorsement at any time giving you a (XX) days written notice.