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Euler Hermes Credit Insurance W(F)P Key Account Endorsement - 356CKA01

保單條款

108 年 11 月 01 日裕利安宜 108 發字第 0141 號函備查

Key Account Endorsement

1. You and we agree that this Endorsement applies only to the parent company **Buyers** listed in the Table below (“Parent Company Buyer”) and any other **Buyer** on which we have issued an individual **Approved Limit** and at the date the goods are **Despatched** and/or services are Provided such a Buyer is a Subsidiary of that Parent Company (“Buyer Group(s)”) (the “Key Account Buyers”). For the purposes of this Endorsement, "Subsidiary" means a company or entity controlled by the parent company or is under the common control of the parent company where “control” means ownership directly or indirectly of more than **XX** per cent (**XX%**) of the voting share capital;

Your reference name for each Buyer Group	EH ID of Parent Company Buyer	Country of Parent Company

2. In respect of the Key Account Buyers only, the General Terms and Conditions are amended as follows:
 - 2.1 The Definition of **Discretionary Limit** is deleted and any reference to **Discretionary Limit** in the **Policy** is deleted and the **Policy** is construed accordingly.

2.2 A new Definition **Credit Management Procedures** is added:

Credit Management Procedures shall mean the representations made by you to us that describe your credit management procedures.

2.3 Section 1.02 (What you are not covered for) r. is deleted;

2.4 In respect of Section 1.02 (What you are not covered for);

Item s. is deleted;

Items t. and u. will become items s. and t. respectively; and

the following new section is added:

You shall not incur any further exposure and we will have no liability for further **Despatch** and or services **Provided** made to any Key Account Buyer:

- in **State of Default**; or
- following the occurrence of an event or circumstances that may reasonably be expected to result in the Key Account Buyer not meeting its payment obligations;
- on whom you have submitted a non-payment notification; or
- **(XX)** days after an Insured under any of the Subgroup 1 and 2 **Policies** have submitted a non-payment notification in respect of that Key Account Buyer.

2.5 Section 2.01 (Exercising care and prudence) is deleted and replaced by new Section (Due Diligence):

You must exercise all reasonable care and prudence in granting and withholding credit from a Key Account Buyer as if you were not insured.

Where you have knowledge of any information or circumstance which indicates that the Key Account Buyer may not be able to perform or comply with their payment obligations to you, or circumstances which may reasonably be expected

to result in a loss, you shall notify us in writing immediately upon becoming aware of this information or circumstance, irrespective of whether the Key Account Buyer is overdue in any payment obligation to you.

Section 2.03 (Discretionary cover) is deleted and replaced by new Section 2.03 (Credit Management Procedures):

You shall adhere to your Credit Management Procedures and shall consistently follow these procedures to determine that a Key Account Buyer has both the financial capacity to meet its payment obligations and a record of meeting similar obligations on a timely basis as applicable.

You will not vary or change your **Credit Management Procedures** in any material way without obtaining our written approval.

We will have no liability for losses resulting from the improper application of your Credit Management Procedures.

2.6 Section 2.04 (Amendment and withdrawal of cover) is deleted and replaced by:

At any time you may apply for) a higher **Approved Limit** on a Key Account Buyer.

2.7 Section 2.06 (Postponement of due date) is extended to include the following;

(c) **(XX)** days after you or an Insured under any of the Subgroup 1 and 2 **Policies** know of adverse Information on the Key Account Buyer; and

(d) If the request for extended terms is not made **(XX)** days before or after the Original Due Date.

2.8 Section 5.01 (Your proposal) is extended to include the following:

We have agreed to issue this Endorsement on the basis of the Proposal and all information and representations provided by you and/or your agent. Each Insured jointly:

- warrants that the information in the Proposal is true and accurate at the effective date of the Endorsement; and

- undertakes to immediately notify us of any changes concerning the Proposal.

Prior to any variation or any amendment to the terms of the **Policy** as amended by this Endorsement you and your agents shall again fully disclose and truly represent to us all facts and circumstances that may influence us in our agreement to the variation or amendment. In the event of a breach by you or your agents of these duties, we shall be entitled to treat any variation or amendment agreed as void.

Your warranty and undertaking do not limit any legal obligation or duty (at common law or otherwise) on you to disclose to us all material facts and circumstances and to act with the utmost good faith at all times.

2.9 New Section 5.09 (Duration of this Endorsement) is added:

- (a) Except where amended by this Endorsement, the terms and conditions of the **Policy** will remain unchanged.
- (b) This Endorsement will be cancelled at the end of each Insurance Period unless you and we agree in writing before the expiry of the relevant Insurance Period specified in the **Special Terms** that it will continue for a further Insurance Period.
- (c) We may agree in accordance with section 3 (iii) above that this Endorsement will continue for a further Insurance Period but notify you of a Buyer Group on which cover under this Endorsement will not apply for that further Insurance Period.

Provided we have given you 3 months' notice you will then not be covered for any forward bookings made during that 3 month period where the appearance of the advertisement to which that forward booking relates is due to occur after the end of the current Insurance Period. However, you will still be covered for such forward bookings where we have agreed that for that Buyer Group, cover will continue under the terms and conditions of the **Policy** not amended by this Endorsement and subject to us issuing an **Approved Limit** on the relevant Key Account Buyers.