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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 WP

Pre-Despatch cover for Goods only Endorsement - CPDC05

保單條款

108 年 12 月 01 日裕利安宜 108 發字第 0170 號函備查

Pre-Despatch cover for Goods only Endorsement

1. For the purpose of this Endorsement following definitions apply:

Covered Transactions: a contract with your **Buyer** for the sale of goods and/or the provision of services in respect of which you produce goods and or buy third party goods in order to fulfil such contract.

Pre Despatch Risk: means the risk that a **Covered Transaction** cannot be performed by you due to one of following events:

1.1 **Insolvency** of the **Buyer**;

1.2 The occurrence of a **Political Risk**;

A **Pre Despatch Risk** occurs upon the earlier of:

- the **Insolvency** of the **Buyer**
- The occurrence of a **Political Risk**

Pre Despatch Loss: means the loss you suffer as a result of the occurrence of a **Pre Despatch Risk**. The amount of the **Pre Despatch Loss** will be the value of **Work in Progress** covered under the **Policy** at the date of the occurrence of the **Pre Despatch Risk** less all the payments already made by the **Buyer** with respect to the **Covered Transaction**.

Work in Progress: means the total value of the indispensable direct costs such as raw materials, goods, services, labour employed, liabilities towards third parties incurred by you during the Insurance Period for the completion of a **Covered Transaction**. For the purpose of this Endorsement overheads and/or financial costs are not considered to be

direct costs.

2. If a **Covered Transaction** cannot be completed by you because of the occurrence of a **Pre Despatch Risk** then, the **Pre Despatch Loss** will contribute to the **Insured Debt** provided:
 - 2.1 The **Covered Transaction** is related to a legally binding written contract with a **Buyer** performance of which must occur within a maximum period of (X) months from the date on which you commence the work required to perform the **Covered Transaction**.
 - 2.2 A positive **Approved Limit** is in force on the **Buyer** of the **Covered Transaction** at the time you commence incurring costs;
 - 2.3 You have filed a **Pre Despatch Loss Notification** within (XX) days of the occurrence of the **Pre Despatch Risk**.
 - 2.4 You have taken the necessary steps to dispose of the undelivered raw materials and/or goods or uncompleted portions thereof in a commercially reasonable manner.
 - 2.5 You have complied and continue to comply with any instructions, conditions or notices that we may have given you.
 - 2.6 The amount of **Pre Despatch Loss** has been validated by a third party expert approved by us.
3. After filing your **Pre Despatch Loss Notification** you shall supply us without delay with any information we might require on the **Work in Progress** with respect to the **Covered Transaction** at the date of the occurrence of the **Pre Despatch Risk** including the payments (advances) you have already received and the amounts which have already been invoiced.
4. If a **Pre Despatch Risk** occurs we may instruct you to complete the goods being manufactured. Notwithstanding anything to the contrary contained in Section 5 of this Endorsement, all **Work in Progress** costs incurred during the completion will contribute to the **Pre Despatch Loss** even if, as a result of our instructions, they exceed the **Approved Limit** applicable at the time the **Pre Despatch Risk** occurs.
5. You are not covered for:
 - 5.1 Any **Pre Despatch Loss** which, when added to any debt owing to you relating to goods sold and **Despatched** and/or services **Provided** to that **Buyer**, exceeds the amount of the **Approved Limit** applicable at the time the **Pre Despatch Risk** occurs;

- 5.2 Any **Pre Despatch Loss** exceeding the contract price less the normal profit margin that would have been applicable to the **Covered Transaction**;
 - 5.3 Costs incurred by you before the 12 months period preceding the occurrence of the **Pre Despatch Risk**.
 - 5.4 Cost incurred by you after the occurrence of the **Pre-Despatch Risk** except as provided in Section 4 of this Endorsement.
 - 5.5 The cancellation or termination of the contract by the **Buyer**.
 - 5.6 Contracts entered into after the start date of the **Policy** but before you have paid the premium amounts due by you under the **Policy**.
 - 5.7 Costs incurred with a **Buyer** in a **State of Default** unless we instructed you or gave our written approval to continue with the **Covered Transaction**.
6. Notwithstanding anything to the contrary contained in Section 3.04 of the General Terms and Conditions, payments which relate to **Work in Progress** and which are realised before the date of occurrence of the **Pre Despatch Risk** must reduce the amount of **Work in Progress** costs in the chronological order of the dates they have been incurred. All recoveries which relate to **Work in Progress** realised after the date of occurrence of the **Pre Despatch Risk** will be shared between you and us according to the ratio between the **Pre Despatch Loss** and the total value of the **Work in Progress** calculated as follows:

$$\text{Recoveries} \quad \times \quad \frac{\text{Pre Despatch Loss}}{\text{Total value of the Work in Progress}}$$

7. You must include in your **Turnover** declaration the value of the **Work in Progress** incurred pursuant to a contract as at the earlier of
 - the event of loss; or
 - the date of final termination of the **Policy**.
8. The value of the **Work in Progress** incurred in a currency other than the **Policy** currency will be converted into the **Policy** currency using the rate of exchange applicable on the date on which the relevant **Covered Transaction** is entered into.