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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 Discretionary limit Endorsement - 300CDLC04

保單條款

109 年 11 月 01 日裕利安宜 109 發字第 0058 號函備查

Discretionary limit with credit control procedures, Agency Report, Trading Experience and EH Buyer grade (with varying amounts)

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.

The methods to justify the **Discretionary Limit** in accordance with the **Policy** are the following:

- internal credit procedures (refer to Section 4.1 of this Endorsement); or
 - Agency Report (refer to Section 4.2 of this Endorsement); or
 - trading experience (refer to Section 4.3 of this Endorsement); or
 - EH Buyer Grade (refer to Section 5 of this Endorsement).
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 (number) months immediately preceding the date on which you **Despatch** goods and/or **Provide** services (the "Justification Period"), or
 - 3.2 we have already issued an **Approved Limit** (including a nil **Approved Limit**) on the **Buyer**, or
 - 3.3 you have, upon your request, received Euler Hermes Buyer Grade of (Buyer Grade) on the **Buyer** within the Justification Period; or
 - 3.4 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, for the avoidance of doubt, means the credit control procedures of (Name of the insured), which we have seen and approved and a copy of which must be attached to and form part of this **Policy**; or
- 4.2 a positive written commercial information agency report which you must have obtained within the Justification Period. 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: (Approved Commercial Agencies); or
- 4.3 your trading experience of credit transactions with the **Buyer** in the Justification Period.

The **Discretionary Limit** you may set is the highest credit balance paid within the contractual terms of payment period plus the **Maximum Extension Period**, deducting VAT (or similar tax) and adding (XX)%.

Further, where you have already set a **Discretionary Limit** (the "Previous Discretionary Limit") and you subsequently obtain new trading experience that justifies a higher **Discretionary Limit** (the "New Discretionary Limit"), the additional credit 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.

5. You may set a **Discretionary Limit** for a **Buyer** (applicable to the Euler Hermes Buyer Grade of the **Buyer** in effect at the time you **Despatch** goods and/or **Provide** services), up to the maximum **Discretionary Limit** listed in the table below.

EH Buyer Grade	Maximum Discretionary Limit

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5.1 If during the Insurance Period the Euler Hermes Buyer Grade is downgraded to a (Buyer Grade) inclusive resulting in a reduced amount specified in section 5 above, the reduced amount will take effect (XX) calendar days after the date 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.

- 5.2 If during the Insurance Period the Euler Hermes Buyer Grade is downgraded to an EH Grade of (Buyer Grade) inclusive resulting in a withdrawal of the amount specified in section 5 above, the withdrawal will take effect (XX) 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.
- 5.3 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 Section 5.

Where the Euler Hermes Online System shows a nil **Approved Limit** on a **Buyer** we will consider this nil **Approved Limit** as canceled in respect of this Section 5.3 of this Endorsement.

6. If your **Discretionary Limits** are based on your credit control procedures as mentioned under 4.1, 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** based on your credit control procedures in the event of any such changes.
7. For the avoidance of doubt, you will be covered under the **Policy** up to the justified **Discretionary Limit** amount in accordance with the methods shown above, even if the total amount owed by the **Buyer** exceeds the **Discretionary Limit**.
8. You and we agree that you and we are entitled to cancel this endorsement at any time giving a (XX) days written notice.