



本商品經本公司合格簽署人員檢視其內容業以符合保險精算原則及保險法令,惟為確保權益,基於保險業與消費者衡平對等原則,消費者仍應詳加閱讀保險單條款與相關文件,審慎選擇保險商品。本商品如有虛偽不實或違法情事,應由本公司及負責人依法負責。  
保戶查詢其投保及最近一期繳費狀況專線:(02) 2577-5797

## 科法斯產物貿易信用保險擴大承保關係企業(B24.02)附加條款

110.05.14 科保字第1100044號函備查

O\_COV\_OFFDL\_02\_ST

### EXTENSION OF COVER TO AN AFFILIATE

In addition to the **Non-Payment** cover provided for in your **Contract**, this option provides an extension to your **Covered Affiliates** of the cover of **Non-Payment** to their **Debts** arising from **Deliveries** made during an *insurance period* (risk attaching principle).

For the purpose of this option and by exception to the related provisions of the **Contract**, You expressly undertake to manage the **Contract** for the account of your **Covered Affiliate** and You hereby declare that You have been provided with a **Mandate** for such purpose.

#### 1 COVERED AFFILIATE

Cover of the **Contract** is extended to the **Covered Affiliates** listed in the Special Terms provided that they carry on the same business activity as the one described in article 1.1 of the Special Terms. Any change in the activity of the **Covered Affiliate** shall be notified to Us.

If the **Covered Affiliate** is declared **Insolvent**, You shall inform us immediately and this option will automatically cease to apply to such **Covered Affiliate** on the date of occurrence of such **Insolvency**.

#### 2 RISK MANAGEMENT

Any Request for **Credit Decision** for a **Covered Affiliate's Buyer** shall be managed by You.

#### 3 CREDIT DECISION

**Credit Decision** set by Us on a **Buyer** which is your **Buyer** and a **Covered Affiliate's Buyer** will be common to You and your **Covered Affiliate**. Accordingly We shall indemnify (in the chronological order of **Due Date**) your and your **Covered Affiliate Debts** on the **Buyer**, up to the amount of the **Credit Decision**. If the total of your **Debt** and the **Debt** of your **Covered Affiliate**



exceeds the **Credit Decision** amount, the remaining balance above the **Credit Decision** amount will not be indemnified regardless the pertaining of **Debt** to You or to your **Covered Affiliate**.

#### 4 DEBT INDEMNIFICATION

**Debt** Indemnification paid by Us for a **Covered Affiliate**'s **Debt** will be paid to You only, in accordance with the **Mandate**. In case a loss payee is designated in your **Contract**, You and your **Covered Affiliate** hereby expressly agree that all **Debt** indemnifications will be paid to the loss payee, regardless the pertaining of **Debt** to You or to your **Covered Affiliate**.

#### 5 MAXIMUM LIABILITY

The *maximum liability* provided in the General and Special Terms is also applicable to this option. Accordingly, We shall indemnify You and your **Covered Affiliate** up to the amount of the *maximum liability* only. After the *maximum liability* is reached, no indemnity will be paid, neither for your **Debts** nor for those of your **Covered Affiliate**.

#### 6 COLLECTION

Notwithstanding the provisions of the article 4 of the General Terms, in case of **Notification of Overdue Account** made by You relating to a **Debt** of your **Covered Affiliate**:

- We shall notify You, of the Debt Collection Company your **Covered Affiliate** must entrust within 30 days of our notification, to perform the collection actions as detailed in article 4.2 of the General Terms,
- The mandate to Us to manage the collection actions as detailed in article 4.3 of the General Terms will not apply.
- You undertake to send Us a copy of the letter by which your **Covered Affiliate** will have empowered the Debt Collection Company to act and to keep us regularly informed of the progress of collection actions
- You must get our written approval and instruct your **Covered Affiliate** according to our instructions before :
  - accepting any debt settlement agreement with the **Buyer**, including but not limited to any payment plan, debt reduction or assignment of payment right to a third party;
  - deciding whether or not to pursue legal proceedings and instruct accordingly the Debt Collection Company.

In this regard, You shall be liable for having you **Covered Affiliate** instruct the Debt Collection Company to comply with our instructions.

For the purpose of the article Debt Collection from the General Terms, Special Terms and Options, the word “*Debt Collection Agency*” of your **Contract** shall be read as “Debt Collection Company” as notified to You.

This derogation does not apply to Debt Collection relating to your **Debts**, which remain subject to the provisions of your **Contract**.

#### 7 RECOVERIES



Any **Recoveries** received by a **Covered Affiliate** shall be notified to us immediately and will be treated as **Recoveries** received by You and the allocation of **Recoveries** rules of the **Contract** shall apply.

## 8 ACTIVITY DECLARATION AND PREMIUM, FEES

Your activity declaration shall include the declaration of your **Covered Affiliates** in accordance with principles applicable to your activity declaration pursuant to article 6.1 of the General Terms of your **Contract**; and with a split between the domestic and export part for each **Covered Affiliate**.

## 9 RIGHTS AND OBLIGATIONS

You will remain solely responsible for the management of the **Contract** just as if You were the only beneficiary. For the purpose of this option, the word “You” of your **Contract** shall be read as “**Covered Affiliate**” when applicable.

The other provisions of your **Contract** that are not contradicted by this option apply *mutatis mutandis* to this **Extension to Your Affiliates Cover** and all provisions applicable to You under the **Contract** apply *mutatis mutandis* to your **Covered Affiliate** with respect to the **Debt** of your **Covered Affiliate** even though We have not any contact with such **Covered Affiliate**.

For the purpose of this option, any contractual breach by You will be considered as attributable to and enforceable against the concerned **Covered Affiliates**. Reversely, any contractual breach by a **Covered Affiliate** will be considered as attributable to and enforceable against You. Contractual consequences attached to a breach of the **Contract** provided in the General Terms are applicable to this option.

## 10 CONFIDENTIALITY

You undertake (for your account and for the account of your **Covered Affiliate**) to keep confidential (i) the contents of the present option, as well as the contents of the **Credit Decisions** (granted on your **Buyers** and/or on the **Covered Affiliates’ Buyers**), and (ii) the information on any collection action which may be initiated, and not to disclose them to any third party without our previous and written consent.

You shall be considered liable for any financial consequences due to any non-compliance from You or your **Covered Affiliate** with this requirement.

## 11 DURATION AND TERMINATION

This option shall remain in full force for the duration of the **Contract** unless You notify us not to renew it for a given **Covered Affiliate** by registered letter at least 90 days prior to the end of the *insurance period* of the **Contract**.



The above mentioned duration is granted provided that your **Covered Affiliate** remains fully controlled by You. In case of loss of your control on the **Covered Affiliate**, You shall inform us immediately and the Option will automatically terminate.

In case of termination of the **Contract**, this option will also automatically and immediately be terminated on the termination date of the **Contract**.

## 12 DEFINITIONS

For the purpose of this option, the following Definitions of the General Terms are modified as follows and/or the terms have the following meaning:

**Covered Affiliate:** means an entity which is an **Associated Company** of your group, listed in the Special Terms and for which **Non-Payment** cover provided in the **Contract** is extended to;

**Mandate:** means a legally valid and binding mandate you have been provided with by your **Covered Affiliate** to manage the **Contract** for the account of your **Covered Affiliate**, and notably to pay the premium, make the contractual mandatory declarations and notifications and receive indemnifications for the account of your **Covered Affiliate**;

**Extension to your Affiliates Cover:** means cover provided to You as per this option