科法斯產物貿易信用保險連結型最高責任限額附加條款(A)

110.09.10 科保字第1100078號函備查

M_CLA_LINML_03_ST

LINKED MAXIMUM LIABILITY

You benefit from a maximum liability linked with other **CGS Contracts** which is calculated as [x] times of the premium paid per *insurance period* / set at [xx] [currency] of the participating **CGS Contracts** per *insurance period* ('Linked Maximum Liability'). This *Linked Maximum Liability* applies to this **Contract** as follows:

The indemnities related to the **CGS Contracts** benefiting from the *Linked Maximum Liability* will be paid among them in chronological order of the indemnification up to the *Linked Maximum Liability*. Accordingly each indemnity paid will reduce the individual maximum liability as provided for in the relevant **CGS Contract** of the concerned **CGS Insured** and the *Linked Maximum Liability*.

a) In the event an indemnity has to be paid to a **CGS Insured** whose individual maximum liability is exhausted the excess over the individual maximum liability will be paid up to the remaining capacity of the *Linked Maximum Liability* provided that the corresponding amount is also deducted of the available individual maximum liabilities of the **CGS Insureds** that are nominated by the [**Head of Insured Group/Support Insured**]. You expressly agree that You may be nominated by the [**Head of Insured Group/Support Insured**] for reducing your *maximum liability*.

b) To do so, each **CGS Insured** concerned by the reduction of its individual maximum liability will sign an endorsement acknowledging and agreeing to the reduction of its individual maximum liability and the [**Head of Insured Group/Support Insured**] hereby agrees and undertakes to collect and provide the **Programme Leader** with the signed endorsements. Such provision of a signed endorsement is an express condition to the application of the *Linked Maximum Liability*.

c) Each indemnity will be paid by the **Insurer** of the **CGS Insured** that incurs the claim. If You are the **CGS Insured** with the exhausted *maximum liability*, after following the above

mentioned procedure, We will pay You the indemnity.

d) No **Insurer** is liable to indemnify claims as soon as the Linked Maximum Liability is reached or reduced following a premium refund. If You benefited from a payment above the actual *Linked Maximum Liability* You will have to refund it to us.

e) If a **CGS Contract** benefits from a Specific Maximum Liability attached to a **Buyer**, this Specific Maximum Liability does not modify the *Linked Maximum Liability* calculation describe above, however if the Specific Maximum Liability is triggered to pay an indemnity, this indemnity will be deducted from the *Linked Maximum Liability.*