



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契約退出附加條款(A)

110.10.29 科保字第1100094號函備查

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CONTRACT OPT OUT CLAUSE

You benefit from this Contract Opt Out Clause and it applies under your **Contract** as follows:

The Contract Opt Out Clause defines the terms and conditions for You to trigger the early termination of your **Contract** (the 'Contract Opt Out Clause') provided that the following conditions are met:

1. The acceptance rate of your **Contract** is lower than [X] percent,
The acceptance rate of your **Contract** is defined as a percentage ratio of the sum of the amounts of effective **Credit Limits** granted by Us to the amounts of **Credit Limits** requested by You within the last 24 months and that the value of each of the requested **Credit Limits** within that period must not exceed the highest outstanding amount of this **Buyer** within the last 12 months period.
2. The loss ratio of your **Contract** is lower than [X] percent.
The loss ratio is defined, for a given *insurance period*, as the aggregate amount of claims paid and reserves, net of recoveries, over the amount of premium paid by You.

If the cumulative conditions (1) and (2) above are met and You wish to activate this clause, You shall send us a written notice of such early termination request.

Upon receipt of such notice of early termination, We will have a [x-month] period to review your **Credit Limits** and to increase the acceptance rate, if appropriate.

At the end of the [x-month] period, should the acceptance rate remain below the level mentioned above in article 1., You are entitled to terminate your **Contract** with a [x-month] notice period. Such termination shall be formalised by a written



notice of earlier termination addressed by You to us. Such termination will take place at the end of the month in which this period expires.

It is expressly agreed that in case of such termination of your **Contract** in application of the **Contract Opt Out Clause**:

- a. We will not cover **Debts** arising from **Delivery** made after the early termination date;
 - b. We will not indemnify any claims arising from insured cause of loss for which the Date of Occurrence is after the termination date;
 - c. You will remain liable for the payment of the **Credit Decision** fees and the premium or the *minimum premium* (pro-rated to the effective period of the **Contract** until termination date) whichever is higher.
3. Date of Occurrence means the date on which the insured cause of loss has occurred.

(i) In respect of your **Buyer's Insolvency**, the Date of Occurrence is the date of the occurrence of the applicable event of **Insolvency** set forth in the definition of **Insolvency** in Article 15 of the General Terms of the **Contract**.

(ii) In respect of your **Buyer's Protracted Default**, the Date of Occurrence is the date of the expiry of the *waiting period*.

(iii) In respect of the insured cause of loss **Political Event**, provided that your **Contract** includes **Political Event Cover** Option, the Date of Occurrence is the date when the relevant **Political Event** which caused the loss occurred.

(iv) In respect of the insured cause of loss **Natural Disaster**, provided that your **Contract** includes **Natural Disaster Cover** Option, the Date of Occurrence is the date when the relevant **Natural Disaster** which caused the loss occurred.

(v) In respect of **Pre-Shipment Cover** option, **Pre-Shipment Cover for services and Trading activities** option, **Cover for Building and Construction Industry** option, provided that your **Contract** includes one of these options, the Date of Occurrence is:

- In respect of your **Buyer Insolvency**, the Date of Occurrence defined in (i) above applies;
- In respect of **Political Event**, the Date of Occurrence defined in (iii) above applies;
- In respect of **Natural Disaster**, the Date of Occurrence defined in (iv) above applies; or
- the date when the **Pre-Shipment Binding Order Cover** has been refused

(vi) In respect of Pre-Shipment Cover in addition to (v) above, the Date of Occurrence is the date when the unfair interruption of the **Sales Contract** occurred.



(vii) In respect of **Preferential Payment Cover**, provided that your **Contract** includes **Preferential Payment Cover** Option, the Date of Occurrence is the date when the **Revocatory Action** started.