

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

## 科法斯產物應收帳款信用保險特別約定事項附加條款(ZP)

111.06.16 科保字第1110050號函備查

# Coface Globalliance Credit Insurance Bespoke General Provisions & Modules Endorsement (ZP)

Notwithstanding the provisions of the credit insurance policy, it is agreed that below terms and conditions will be added into the policy:

### 1)DISPUTE DEBT THRESHOLD

Notwithstanding of Article 2.3.iii of the General Provisions of this contract, cover can be maintained for deliveries made to a buyer on whom a **notification** of **overdue account** was or should have been given, when the following conditions apply:

The buyer raises a **dispute** related to the amount due.

And

The amount of the dispute does not exceed X% of the **debt** 

However if the dispute exceeds the above mentioned percentage or if after a period of six months from the date when the **notification** of **overdue account** was or should have been given the dispute is not solved and the disputed debt remains unpaid, you undertake to give us a **notification** of **overdue account** and no further deliveries will be covered in application of Article 2.3.iii of the General Provision

#### 2) LIFE SAVING PRODUCTS

- 1. « Life Saving Products » means medicines and supplies :
- 1.1 belonging to the group of « Life Saving » or « Life Threatening » medicines defined by U.S. Food and Drug Administration and also by European Medicine Agency as: "Diseases or conditions where the likelihood of death is high unless the course of the disease is interrupted, and diseases or conditions with potentially fatal outcomes, where the end point of clinical trial analysis is survival. The criteria for life threatening does not require condition to be immediately life threatening or immediately result in death but the patients must be in a life threatening situation requirescent to the course of the disease is interrupted, and disease or conditions with potentially fatal outcomes, where the end point of clinical trial analysis is survival. The criteria for life threatening does not require condition to be immediately life threatening or immediately result in death but the patients must be in a life threatening situation requirescent to the course of the disease is interrupted, and disease or conditions with potentially fatal outcomes, where the end point of clinical trial analysis is survival.

ing intervention before review at a convened meeting of the IRB (Institutional Review Board) is feasible", or

- 1.2 as defined by the competent health authorities of the country where the **buyer** is located, whichever definition is applicable under the relevant local laws.
- 2. In the event of notification of **overdue account** on a buyer to whom you have to deliver "Life Saving Products", we agree to allow **deliveries** on that buyer after your notification of **overdue account** subject to the following:
- 2.1 Those Life Saving Products will not be considered as **debts**; and
- 2.2 Notwithstanding article 2 and 3 of the Module E1.02 of your contract, advance payments relating to Life Saving Products delivered after notification of **overdue account**, will be allocated solely to such **deliveries** and will not be deemed to be **recoveries** for the **net debt**

### 3)ALLOCATION OF RECOVERIES FOR SECURED DEBTS

Notwithstanding the provisions of module E1.02 and module of this contract, it's agreed that in addition to our limit you hold any forms of Security to guarantee the debts due by that buyer, the recoveries arising from the enforcement of the **Securities** before and after indemnification will be allocated to your account up to the value of the outstanding debt that is not covered by our credit limit, as long as the following conditions are met:

- You must inform us of the existence of the **Securities** in relation to the buyer with whom you have an outstanding debt, at the time you make your notifications of **overdue account.**
- You commit to enforce the **Securities** in relation to the buyer with whom you have an outstanding debt, at the time you make your notifications of overdue amount.
- You commit to enforce the **Securities** in case of non-payment by your buyer, for their full amount, even if the amount of the Securities exceeds the value of the portion of the outstanding debt not covered by our credit limit,
- Recoveries arising from the enforcement of the **Securities** in excess of the value of the portion of the outstanding debt not indemnified by us will be to our account, in accordance with the provisions of module E1.02 and of this contract.
  - The uninsured percentage is X% of any loss on which the insured percentage applies for the calculation of the indemnification.