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## 華南產物應收帳款信用保險特定對象附加條款

104.04.13 (104) 華產企字第 097 號函備查

### Single/Multiple Buyer Module

#### 1. SCOPE OF THE MODULE

The present module defines the terms and conditions under which we cover the debts on the Buyer designated in the Schedule.

#### 2. NON PAYMENT RISK

##### 2.1 RISK COVERED

This contract covers the risk of non-payment of your debts.

##### 2.2 CLAIM PAYMENT

If your Buyer is insolvent, the claim is paid within 30 days of our receipt of the written evidence of the insolvency and all the documents establishing the debt. For other reasons of non-payment of your debt, the claim payment is calculated at the end of a 5 months period after we have received your notification of overdue account. Claim payment is made within 30 days of this period provided that you have sent us all written evidence of the debt.

#### 3. RISK MANAGEMENT

Notwithstanding Article 2.2 of the General Provisions, the initial credit period you grant your Buyer must not exceed the period mentioned in the Schedule and you shall not grant any extension of the due date without our prior consent.

#### 4. CREDIT LIMITS

4.1 The maximum outstanding balance we cover on your Buyer is set by the credit limit we will grant on that Buyer. This credit limit sets the maximum outstanding balance covered and any specific conditions as may be applicable to it.

If the credit limit is subject to your obtaining a security, this security must be valid and enforceable.

4.2 When requesting an initial or revised credit limit, you must advise us of any adverse information and of any overdue account for which, at the date of the request, the *credit period* has expired.

4.3 The Buyer on which we have granted the credit limit is followed by us. We have the right to reduce or cancel the credit limit at any time and should we do so, then the reduction or cancellation will become effective for deliveries, shipments or performance of services made from the date of our notice.

4.4 Our credit limits are confidential: you undertake not to disclose the contents of our credit limits to any third party that is not noted in this contract. For the persons who are noted in this contract, you undertake that they will keep them confidential.

## **5. PENDING ORDERS**

If we reduce or cancel a credit limit for your Buyer, we will maintain cover for the deliveries, shipments or services that you are obliged to make or perform during the three months which follow the date of our notice, or if our notice occurs in the last three months prior to the term of your insurance contract, till the end of the insurance period, under the conditions specified below:

- a) These deliveries, shipments or services must correspond to a sales contract concluded less than six months before the date of our notice or relate to a program of supplies agreed upon with the Buyer which you will have to prove in case of claim.
- b) The Buyer is not subject to a notification of overdue account, or of insolvency that has or should have been sent.
- c) As a general rule, we will inform you about our position regarding the cover of the pending orders when notifying you the reduction or cancellation of the credit limit. If not, you shall request this cover within ten days of our notice.
- d) In case we decide not to maintain the cover on the pending orders and as far as the Buyer is not subject to a notification of overdue account or insolvency, then we will cover the loss you may sustain in reselling the goods up to a maximum of 50% of their invoice value - unless other percentage specified - and up to the balance available on the credit limit previously granted.

## **6. MAXIMUM LIABILITY**

Notwithstanding Article 3.6 of the General Provisions, no maximum liability is applicable for the cover provided by this module.

## **7. COLLECTION SERVICES**

- 7.1 We will provide you with collection services for the debts to which this contract applies.
- 7.2 For the purposes of these services, you will send us - within the period specified in the Schedule- a notification of overdue account with a request for intervention and, upon our request, any written evidence of the debt and of any security you may have obtained as well as any correspondence you may have sent to your buyer or received from him.
- 7.3 We will have full power to exercise your rights in relation to your debts and especially power to compound, whether these debts are covered in whole or in part. You will support any decision we may make in this respect and you will give us an irrevocable mandate, and any documents or titles we may require to provide the debt collection services. We will have sole discretion to decide whether or not to exercise debt collection actions and to decide which means to use in order to recover the debts. If we do not perform the collection ourselves, you will take any such measures - in agreement with us or according to our instructions - as may be deemed necessary to protect your rights and to secure the payment of the debt, which may imply reselling the goods.

- 7.4 We will bear the full costs of the pre-legal and legal recovery actions we take or you take - in agreement with us or according to our instructions - up to a % equal to the covered part of your debt. You will pay for any collection actions you undertake yourself at your own initiative.
- 7.5 These services are not available for debts which are subject to a dispute.

## **8. RECOVERIES**

- 8.1 You must let us know immediately of any recoveries you receive after you have notified us of an overdue account.
- 8.2 Recoveries received before payment of a claim will be applied to the balance of the outstanding account and will be applied to the earliest invoices first.
- 8.3 Any recoveries received after the payment of a claim will be shared on a prorata basis by reference to the covered or non covered part of the debt. Any such amount owed to us shall be paid back to us within ten days from the date of receipt of the recoveries.

## **9. PREMIUM AND COSTS**

- 9.1 The amount of the premium (taxes excluded) is stated in the Schedule and is payable upon signature of the present contract.
- 9.2 In case of notification of overdue account, you shall contribute to the intervention costs up to an amount set in the Schedule. We may, upon notice, modify the amount of this contribution.