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Euler Hermes Credit Insurance Corporate Advantage Policy

保單條款

110 年 03 月 19 日裕利安宜 110 發字第 0018 號函備查

Corporate Advantage

General Terms and Conditions

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A. Scope of your *Policy*

1. Insuring agreement

We, Euler Hermes SA, Taiwan Branch, have issued the *Policy* to you, the Insured named in the *Special Terms*, to cover you for the losses you sustain from unpaid insured receivables. This is in exchange for payment in full of all premiums due, and is subject to all the terms and conditions of the *Policy*.

The words and phrases in italics defined in section E have the same meaning wherever used in the *Policy*.

2. Event and date of loss

The event of loss under the *Policy* will be when a *Buyer* fails to pay you an insured receivable for goods or services *Supplied* because of one of the following, whichever occurs first:

- a. the *Buyer* has become *Insolvent* (the date of loss will be the date of *Insolvency*), or
- b. *Protracted Default* has occurred (the date of loss will be the expiry of the relevant *Waiting Period*).

3. Insured receivable

A receivable resulting from goods or services *Supplied*, including taxes (except VAT or similar sales taxes) and related transport, packing and insurance costs, is insured if:

- a. you had a valid *Permitted Limit* on the *Buyer* for the *Supply*,
- b. the receivable relates to goods or services *Supplied* by you or on your behalf during a *Policy Period*,
- c. your *Buyer* was not in a *State of Default* on the date of *Supply* (including where the *State of Default* resulted from the non-payment of a receivable related to goods or services *Supplied* before the start date of the *Policy*),
- d. the *Supply* does not violate any applicable law or regulations (including any economic or trade sanction law or regulations of any international organisation recognised under international law) and all necessary licences, approvals, or authorisations have been obtained,
- e. you have not acquired the receivable from a third party,
- f. you have issued the relevant invoices within (XX) days of the date of *Supply*,
- g. the *Supply* was made on credit terms no longer than the *Maximum Terms of Payment*,
- h. you own the receivable and have not irrevocably transferred it to anyone else,
- i. the goods or services *Supplied* comply with the description of trade specified in the *Special Terms*, and
- j. the *Buyer* is domiciled in a country listed in the *Special Terms*.

4. Uninsured receivable

4.1 Unless otherwise endorsed to the **Policy**, a receivable resulting from goods or services **Supplied** is not insured in the following circumstances:

- a. if it arises from or relates to:
 - contractual or legal damages or penalties,
 - exchange rate fluctuations, currency devaluations, interest on late payment, or banking or financial charges, or
 - a leasing, rental, license or royalty agreement;
- b. if the goods or services to which the receivable relates were **Supplied**:
 - under a consignment stock agreement,
 - to an **Affiliated Buyer**,
 - to a private individual acting in their personal capacity, or
 - to a **Public Buyer**;
- c. if the obligation to pay the receivable:
 - has been transferred from your **Buyer** to a third party,
 - has been fulfilled on or before the date of **Supply** by payment in cleared funds, or
 - is to be fulfilled by a confirmed or unconfirmed irrevocable documentary letter of credit.

4.2 Unless otherwise endorsed to the **Policy**, a receivable resulting from goods or services **Supplied** is not insured if non-payment of the receivable results directly or indirectly from:

- a. Any acts, errors, omissions, or failure by you or anyone acting on your behalf to fulfill any of the material terms and conditions of Supply or any fraudulent conduct or set up, whichever person or party has initiated it,
- b. the **Buyer's** failure to accept your **Supply** of goods or services whether **Disputed** or not,
- c. the termination of a distribution, franchise or similar agreement by you or a company in your group,
- d. any natural disaster, or event arising out of natural causes which no human intervention could have prevented by reasonable care or foresight or any other form of force majeure,
- e. any event arising out of nuclear reaction, nuclear radiation or radioactive contamination,
- f. any armed conflict, war, terrorism, riot, civil disorder or any other form of violent disturbance,
- g. any legislation, order, decree or regulation issued by any government or any international organisation recognised under international law (including if you are prevented from **Supplying** goods or services), or
- h. currency shortages, or difficulties or disruption in transferring currency.

B. Managing your **Policy**

5. Your credit management and reporting obligations

5.1 Exercising care and preserving rights

For your insured receivables to be covered under your **Policy**:

- a. you must exercise reasonable care and prudence as if you were not insured, and
- b. you must take all practicable measures (including those requested by us) to prevent or reduce any loss and to maximise **Recoveries**, including but not limited to:
 - protecting and not waiving any rights against your **Buyers** and any third parties including enforcing any guarantee or security and filing your receivable against the **Insolvent Buyer** within the legal timeframe,
 - making all reasonable efforts to enforce any rights under a provision, when incorporated in your sales contract with your **Buyer**, under which you retain title to the goods **Supplied**, and
 - taking all appropriate collection action, and instructing the Collection Service Provider to start the collection process by filing a **Claim and Collection form** at any time before the end of the relevant **Claim Filing Period** after which any action by you must be taken in line with our instructions.

5.2 Reporting a **State of Default**

Within (XX) days of becoming aware of any **Buyer** entering a **State of Default** you must report it to us on our online information system or in writing, otherwise your insured receivables relating to goods and services **Supplied** before the date the **Buyer** enters a **State of Default** will not be covered under your **Policy**.

- a. You will not need to report it if:
 - the receivables causing the **State of Default** are paid within the above period, or
 - you have already filed a **Claim and Collection form**.
- b. Where the **State of Default** is due to a receivable remaining overdue beyond the **Maximum Extension Period** and the total amount overdue beyond the **Maximum Extension Period** is within the applicable reporting threshold specified in the **Special Terms** you do not need to report it. If your **Buyer** then subsequently becomes **Insolvent** you will need to report it.

5.3 Postponing the **Due Date**

You may postpone the **Due Date** of your insured receivable without our prior written agreement unless:

- a. the period by which the **Due Date** is to be postponed exceeds the **Maximum Extension Period**,
- b. your **Buyer** is in a **State of Default**, or
- c. we have withdrawn cover on your **Buyer** after the date of **Supply** of the goods or services and you intend to agree in writing with your **Buyer** to reschedule the payment of the overdue debt.

6. Your *Insured Turnover*, calculation and payment of premium

6.1 Your *Insured Turnover*

Your entire turnover is the amount used to calculate the premium. It is the total invoice value of all goods and services **Supplied** by you during the **Insurance Contract Period**.

- a. To calculate your **Insured Turnover**, you may deduct from your turnover the value of:
- receivables which are entirely excluded from cover by section 4.1 of your **Policy**,
 - receivables resulting from goods or services **Supplied** which are not insured because we have issued a nil **Permitted Limit** or have withdrawn a **Permitted Limit**, or
 - VAT (or similar sales taxes).
- b. You may not deduct the value of:
- credit notes you have issued (unless such credit notes have been issued in respect of goods returned by the **Buyer** no later than 14 days after the original invoice), or rebates you have granted (including retrospective volume rebates, loyalty rebates and early settlement rebates),
 - receivables where you are not entitled to a **Claim Payment** because of your failure to comply with the terms and conditions of your **Policy**.

6.2 Declaration and calculation of premium

For your insured receivables to remain covered under your **Policy**, you need to declare your turnover on our online information system or in writing within the timeframe specified in the **Special Terms**. For each **Declaration Period**, your turnover should be broken down between **Insured Turnover** and uninsured turnover and your **Insured Turnover** should be broken down (monthly or quarterly or annually) for domestic and export.

By multiplying your **Insured Turnover** by the applicable rates specified in the **Special Terms**, we will calculate and invoice the premium you will need to pay us (and insurance taxes as required by applicable legislation) in line with the terms of payment specified in the **Special Terms**.

6.3 Minimum premium

A minimum premium as specified in the **Special Terms** is due for each **Policy Period**. Insurance taxes on minimum premium will be calculated using the average tax rate on the premium invoiced for the relevant **Policy Period**.

If we terminate your **Policy**, the minimum premium for the **Policy Period** then in force will become immediately due, calculated pro rata to the time that the **Policy** was on risk. If you terminate the **Policy**, no pro rata will apply and you shall pay the full amount of minimum premium.

6.4 Failure to declare your turnover or to pay premium

- a. We may send you a **Notice** suspending our liability under the **Policy**, if:
- you do not pay your premium or your minimum premium in full when due,
 - you do not send us your turnover declaration when due, or
 - you do not send us within 30 days of us asking you to do so any document or information we may reasonably request to assess your turnover declaration.
- b. If you do not remedy such failures within 30 days of our Notice, we will have no liability for insured receivables relating to the goods or services Supplied and/or invoiced during the period where we are missing the payment of premium, your turnover declaration or the additional documentation requested by us. The premium will still be due on your turnover, yet our liability will resume only on and after the date you have paid the premium or provided the missing turnover declaration or the additional documentation requested by us. Furthermore, we shall have the right to terminate the Policy where you have failed to pay us the outstanding premium within the period of our Notice as stipulated in this section. The termination shall take immediate effect upon our notification to you of the termination of the Policy and notwithstanding section 6.3 above, you shall pay us the minimum premium stated in the Special Terms of the Policy in full with adjustments to be applied in relation to any premium which you have already paid to us and which we have confirmed receipt before the termination of the Policy.
- c. However, where your payment of the minimum premium is overdue, our liability will be reinstated for receivables relating to goods or services **Supplied** and invoiced within the relevant **Policy Period** after we receive your payment.

7. Your Permitted Limits

7.1 Setting your Permitted Limits

- a. For the **Policy** to cover your insured receivables due from a **Buyer**, you need to request and obtain from us or the Risk Service Provider specified in the **Special Terms** a **Permitted Limit** on that **Buyer** using our online information system or in writing using our prescribed forms.
- b. We may issue a temporary **Permitted Limit**. The valid **Permitted Limit** for the period of time specified in our temporary **Permitted Limit** endorsement will be the sum of the temporary **Permitted Limit** and any pre-existing **Permitted Limit** for that **Buyer**.

- c. If we have issued a **Permitted Limit** containing specific conditions, to be entitled to any **Claim Payment** for the **Buyer** concerned you must have met all those conditions in full.
- d. If you grant credit on payment terms more favourable to your **Buyer** than those specified in the **Special Terms**, for your receivables to be covered under the **Policy**, this needs to be agreed by us on our **Permitted Limit** endorsement.
- e. You are responsible for ensuring that the **Buyer** named in our **Permitted Limit** endorsement is the same legal entity to which you **Supplied** the goods or services and issue invoice thereof.

7.2 Start and continuation of **Permitted Limits**

- a. Unless stated otherwise in our endorsement, **Permitted Limits** and **Permitted Limit** increases are retrospective and take effect from the start date of the **Policy**.
- b. Regardless of the **Policy Period**, and unless we have issued a temporary **Permitted Limit**, no more than one **Permitted Limit** may be in effect for a **Buyer** at any time and successive **Permitted Limits** on a **Buyer** are not cumulative.

7.3 Amendments to your **Permitted Limits** and country cover

- a. You may apply for an increase, a decrease or a cancellation of a **Permitted Limit**. Any cancellation or decrease will take effect for goods or services **Supplied** on or after the date of your request.
- b. We may at any time withdraw, reduce or modify a **Permitted Limit** by issuing a **Permitted Limit** endorsement. Any such withdrawal, reduction or modification will take effect for goods or services **Supplied** on and after the date of our endorsement.

This effective date will be delayed by 30 days provided that:

- your **Buyer** is not in a **State of Default**,
- the **Policy** has not terminated, and
- this period does not exceed the expiry date where it is a temporary **Permitted Limit**, in which case the expiry date will prevail.

If either of the first two above conditions cease to apply after the date we issue our **Permitted Limit** endorsement, the withdrawal, reduction or modification will become immediately effective.

- c. Your cover for goods or services **Supplied** after the effective date of the reduction will be the amount of the reduced **Permitted Limit** less any amounts outstanding from the **Buyer**.
- d. Your cover for goods or services **Supplied** after the expiry of a temporary **Permitted Limit** will be the amount of the pre-existing **Permitted Limit** issued by us less any amounts outstanding from the **Buyer**.
- e. We may at any time in writing modify your cover on a specific country for all **Buyers** domiciled in that country. Such modification will take effect 5 days after the date we issue our written notification.
- f. If we withdraw a **Permitted Limit** or if we believe there is some other material reason, we may ask you to immediately file a **Claim and Collection form**.

7.4 Amendment of cover when your **Buyer** enters and exits a **State of Default**

Cover is automatically withdrawn for receivables relating to goods or services **Supplied** on and after the date on which a **Buyer** enters a **State of Default**.

Where we have not cancelled, withdrawn, reduced or modified the **Permitted Limit** for the **Buyer**, and no event of loss has occurred, cover on that **Buyer** will be reinstated retrospectively when the **State of Default** has been resolved.

C. Claims and Debt Collection

8. Making a claim under your **Policy** by filing a **Claim and Collection form**

8.1 To make a claim for unpaid insured receivables, you need to file a **Claim and Collection form** including all receivables owed to you by the relevant **Buyer**, whether **Disputed** or not. You will give us, at our request, additional supporting documents when necessary to evidence your claim against your **Buyer**.

8.2 You must file your **Claim and Collection form** before the expiry of the earliest applicable **Claim Filing Period**.

- a. Where your **Buyer** is **Insolvent**, whether or not your invoices are overdue, the **Claim Filing Period** expires (XX) days after the date on which **Insolvency** occurs.
- b. For **Protracted Default**, the **Claim Filing Period** expires (XX) days after (i) the earliest expiry of the **Maximum Extension Period** of the unpaid insured receivables or (ii) the

earliest non-payment of any insured receivable for which we agreed a postponed **Due Date**, whichever is the later.

- c. If your **Buyer** becomes **Insolvent** during the **Claim Filing Period** for **Protracted Default**, you need to file your **Claim and Collection form** within the **Claim Filing Period** for **Protracted Default** or **Insolvency**, whichever is the earlier.

9. Collection mandate on the **Claim and Collection form**

When you file a **Claim and Collection form** with us against a **Buyer**, you give the Collection Service Provider specified in the **Special Terms** a mandate to collect the receivables and to exercise all rights relating to the receivables, whether they are partly or fully insured. You must comply with the terms and conditions of the Debt Collection Services Agreement and follow any reasonable instructions we may give you regarding the collection actions carried out by the Collection Service Provider.

We will contribute to a share of the **Insurable Collection Costs** invoiced by the Collection Service Provider pro rata based on the ratio specified in section 10.1.c. below subject to our prior written approval to the incurring of such **Insurable Collection Costs** and provided that the Insured Debt at the date we receive your **Claim and Collection form** exceeds the Excess amount as specified in the **Special Terms**.

We will not contribute to any costs which are incurred

- in the course of settling a Dispute, and / or
- in your ordinary course of business (including costs for staff and materials).

10. Recoveries

All **Recoveries** received from your **Buyer** or any third party will be shared between you and us as specified in this section and we will apply this allocation even if your **Buyer** or any third party suggests the **Recoveries** should be allocated differently. Any part of a **Recovery** which relates to VAT (or similar sales taxes) will be allocated to the VAT (or similar sales taxes) element of the outstanding receivables.

Where you have **Supplied** goods or services to a **Buyer** on a cash payment basis after you have filed a **Claim and Collection form**, we will apply any money received from the **Buyer** to reduce your Insured Debt.

10.1 Recoveries before settlement of your **Claim Payment**

- a. You need to inform us as soon as possible of any **Recovery** received by you or on your behalf by any third party.
- b. Before the date we receive your **Claim and Collection form**, we will allocate all sums recovered to reduce the total outstanding receivables due from the **Buyer** from your oldest invoices up to your most recent invoices.
- c. After the date we receive your **Claim and Collection form** but before settlement of your claim payment we will share all sums we or you collect between you and us pro rata based on the ratio between the Insured Debt and the total indebtedness of the **Buyer** at the date we receive your **Claim and Collection form**. Your share of **Recoveries** will be allocated to the total outstanding receivables due from the **Buyer** which exceeds the Insured Debt, until this amount has been recovered in full. Our share will be used to reduce the Insured Debt.

10.2 **Recoveries** after settlement of your **Claim Payment**

- a. We will allocate all sums we or you recover between you and us. Our share will be calculated based on the ratio specified in section 10.1.c. above multiplied by the applicable insured percentage and we will allocate our share to the amount of the **Claim Payment** until this amount has been recovered in full. Any **Recoveries** in excess of this amount will be due to you.
- b. In order for you to remain entitled to the **Claim Payment** received, you must inform us immediately of any **Recovery** received by you or any third party on your behalf and remit to us our share within (XX) days of receipt of our payment request.

11. **Claim Payment**

We will calculate your **Claim Payment** in accordance with the steps set out below.

11.1 Calculation of your Insured Debt

- a. We will take the total amount of the receivables filed in the **Claim and Collection form**, from which we will deduct where applicable any **Recoveries** received before the date on which we received your **Claim and Collection form**, in line with section 10.1.
- b. We will then deduct from the above calculation:
 - receivables not covered under your **Policy**,
 - **Disputed** receivables,
 - the value of any guarantees or other security which you have not enforced, and
 - the value of any rights of retention of title, when incorporated in your sales contract with your **Buyer**, which you have not made all reasonable efforts to enforce.

- c. We will then deduct the value of any applicable VAT (or similar sales taxes) from the amount calculated above.
- d. The resulting amount will be your Insured Debt unless it exceeds the applicable **Permitted Limit**, in which case, your Insured Debt will be the amount of the **Permitted Limit**.

11.2 Calculation of your Insured Loss

- a. We will deduct from your Insured Debt the amount of our share of any **Recoveries** which are allocated to your Insured Debt in line with section 10.1.
- b. If a non-qualifying loss amount is specified in your **Special Terms**, the amount calculated in section 11.2.a above will be your Insured Loss and you will not be entitled to a **Claim Payment** if the amount calculated in section 11.2.a does not exceed this non-qualifying loss amount.
- c. If an each and every first loss amount is specified in your **Special Terms**, we will deduct it from the amount calculated in section 11.2.a to calculate your Insured Loss.

11.3 Calculation of your **Claim Payment**

- a. If an aggregate first loss deductible is specified in your **Special Terms**, we will only have liability under your **Policy** when the total value of all Insured Losses and our contribution to the related **Insurable Collection Costs** for the relevant **Policy Period** exceeds the amount of the aggregate first loss deductible.

We will calculate your **Claim Payment** by multiplying any amount exceeding the aggregate first loss deductible of (i) the Insured Loss amount and (ii) our contribution to the **Insurable Collection Costs** by the insured percentage specified in the **Special Terms**, or any lower insured percentage specified in the applicable **Permitted Limit** endorsement.

- b. Any **Claim Payment** will be subject to the applicable Maximum Liability set out in section 12.

11.4 Making your **Claim Payment**

- a. We will make your **Claim Payment**:
 - if your **Buyer** is **Insolvent**, within (XX) days from the date we receive your completed **Claim and Collection form** and any additional documents or information we may reasonably request, or

- if **Protracted Default** has occurred, within (XX) days from expiry of the relevant **Waiting Period** and our receipt of any additional documents or information we may reasonably request.
- b. If any part of your receivable was **Disputed**, we will recalculate your **Claim Payment** in line with section 11 when it is no longer **Disputed**. This will happen upon our receipt of evidence that the **Buyer's** liability has been established by agreement in writing or by a final binding court judgment or arbitration award. We will make any additional **Claim Payment** due to you within (XX) days from the date you provide us with such evidence. Final binding court judgment must be obtained in a jurisdiction in which the **Buyer** has a majority of its assets.
- c. If you receive a **Claim Payment** from us to which you are not entitled under the **Policy**, you will repay it to us within (XX) days of our written **Notice** or of you becoming aware that you are not entitled to it.

12. Maximum Liability

12.1 We will have no further liability to you for a **Policy Period** when the total amount of **Claim Payments** made for receivables relating to goods or services **Supplied** during that **Policy Period** first reaches the Maximum Liability specified in the **Special Terms**, even if the total value of your **Permitted Limits** exceeds the Maximum Liability. Notwithstanding that our liability has ceased because of the Maximum Liability being reached, your obligations under the **Policy** are not affected.

12.2 If the Maximum Liability is specified in the **Special Terms** as a multiplier, we will calculate the amount applicable for a **Policy Period** by applying at any time the multiplier specified in the **Special Terms** to the greater of your premium paid or the minimum premium, excluding insurance taxes.

If we terminate the **Policy** in line with section 22.2, we will calculate the Maximum Liability based on the premium paid or the minimum premium pro rated to the time the **Policy** was on risk, whichever is the greater.

13. Subrogation

13.1 As soon as we make a **Claim Payment**, we become entitled to enforce all of your rights, claims, guarantees, security, collateral, causes of action and defences against a **Buyer** (or other third parties) relating to all receivables included in the applicable **Claim and Collection form** (our Subrogation Rights). For each **Claim Payment** paid, our Subrogation Rights will end once the **Claim Payment** amount has been fully repaid to us.

13.2 If our Subrogation Rights are not transferred to us automatically by law, then for you to be entitled to retain the **Claim Payment** we have made, you will execute all assignments and other documents, and take all other actions necessary to effect a transfer to us of such rights in full.

14. Shared risk

14.1 Unless otherwise endorsed to the **Policy**, you will remain solely responsible for any part of your insured receivables which does not qualify for a **Claim Payment**. You must not assign it wholly or in part to any third party (including but not limited to any financial institution), or insure it with any other insurer.

14.2 We are not liable for any losses that are insured or covered under any other insurance policy or facility even if you have not made a claim under that policy or facility.

15. Assignment of your Policy or of your Claim Payment

You may not assign the **Policy** to any third party.

However, when endorsed to the **Policy**, you may assign to a third party the right to receive the part of the **Claim Payment** payable to you under the **Policy** to compensate you for the losses you have sustained from unpaid insured receivables excluding any contribution to the **Insurable Collection Costs**.

D. General conditions

16. Your Questionnaire

16.1 You and we agree that your Questionnaire and any related supporting information provided by you or on your behalf, form the basis of and are part of the **Policy**.

16.2 For your insured receivables to be and remain covered under the **Policy**, you warrant that the information in the above documents was complete, true and accurate when we issued the **Policy** and that you will immediately notify us of any material change to the information supplied or any other material facts that may affect the risks insured under the **Policy**. This does not limit your legal obligation to act with utmost good faith at all times.

16.3 If you, or anyone acting on your behalf, fail to comply with the above warranty we will be entitled to avoid the **Policy** which we will confirm by our **Notice**.

17. Inspection of documents

17.1 At our request you will allow us or any of our representatives to inspect and take copies of any information, documents or records in your possession relating to your insured receivables and the **Policy**. You will take all reasonable and necessary steps to obtain and produce the information, documents or records in the possession of third parties.

17.2 Our right of inspection continues after termination of your **Policy** for all obligations arising under the **Policy** while it was in force.

18. Notices, amendments and waiver

18.1 Unless specified otherwise in the **Policy** under certain circumstances, we may amend the **Policy** terms and conditions by sending you advance **Notice**. If these amendments are required by law or regulation, or do not negatively affect your rights, they will automatically take effect when you receive our **Notice**. All other amendments will take effect 30 days after you receive our **Notice**, unless you object in the meantime in writing. In these circumstances, your **Policy** terms and conditions will remain unchanged until you and we reach an agreement.

18.2 We do not waive any material breach by you of any term or condition of the **Policy** unless we have specifically agreed to do so in writing.

19. Policy currency

19.1 We will cover receivables invoiced in any currency. However **Permitted Limits**, declared turnover, premium, **Recoveries**, Insured Debt, Insured Loss, and **Claim Payments** will be in (Policy currency).

19.2 When making your turnover declaration, you must convert each invoice to the **Policy** currency using the Exchange Rate published monthly by Bank of Taiwan, for the month in which the invoice was raised.

19.3 We will use the same exchange rate when calculating the amount of your Insured Debt and any related **Claim Payment**.

The value of any **Recoveries** will be converted into the **Policy** currency using the exchange rate ruling on the date the **Recoveries** arise or are received, as provided to us by Bank of Taiwan.

20. Set-off

20.1 We alone may use any premium or other amounts you owe us to pay off any amounts we are due to pay you under the **Policy**, regardless of the **Insurance Contract Period**.

20.2 You may not use any **Claim Payment** due to you as a reason to refuse or defer payment of premium or other amounts you owe us.

21. Applicable taxes, duties and other charges

21.1 You alone will be responsible for paying all current and future taxes, duties and bank receipt and transfer charges arising under or in connection with the **Policy**.

21.2 We will determine your liability to pay taxes and duties on the basis of the information you give us.

22. Policy duration

22.1 Start, continuation and termination of cover

- a.** Cover under your **Policy** begins for insured receivables relating to goods or services **Supplied** and invoiced on and after the **Policy** start date specified in the **Special Terms**, when you have paid your first premium instalment due.
- b.** Unless the **Policy** is terminated earlier in line with its terms, cover continues under the **Policy** from its start date for goods or services **Supplied** during:
 - the initial **Insurance Contract Period**, and
 - subsequent **Insurance Contract Periods** unless you or we give 3 months written **Notice** of termination, to take effect at the end of the relevant **Insurance Contract Period**.
- c.** If the **Policy** continues for a further **Insurance Contract Period**, we will provide you with written confirmation of its terms (a renewal certificate).

22.2 Specific events of termination

Upon **Notice**, we may terminate your **Policy** with immediate effect if:

- a. you become **Insolvent**, or
- b. you agree a compromise with your creditors.

23. Language, applicable law and jurisdiction

23.1 Language

If the **Policy** has been provided to you in different languages, the binding version will be English.

23.2 Applicable law and jurisdiction

- a. The **Policy** will be interpreted and governed in all respects by Taiwan law.
- b. We intend to resolve any dispute or difference between you and us amicably. In the event of our failure to do so, disputes will be resolved in line with the jurisdiction of Taipei, Taiwan.

E. Definitions under your *Policy*

“**Affiliated Buyer**” means a **Buyer** (i) over which you or any company in your group has direct or indirect control through participation in its management, administration or capital, or (ii) which has similar control over you or a company in your group or (iii) is part of the same group as you, or (iv) to whom you have any family relationship (either direct relatives or persons related by marriage) or (v) where such person with whom you have such family relationship has direct or indirect control through participation in the Buyer's management, administration or capital.

“**Buyer**” means a legal entity to which you have **Supplied** the goods or services, which is responsible for the payment of the related invoice and which is domiciled in any of the countries specified in the **Special Terms**.

“**Claim and Collection form**” means our form, completed using our online information system or in writing, by which you, (i) notify a claim to us and (ii) give a mandate to the Collection Service Provider in line with section C. The **Claim and Collection form** specifies supporting documents which you need to provide to us on filing.

“**Claim Filing Period**” means the period during which you must submit a **Claim and Collection form** in line with section 8.

“**Claim Payment**” means the total of (i) any amount payable to you under the **Policy** to compensate you for the losses you have sustained from unpaid insured receivables and (ii) our contribution to the **Insurable Collection Costs**.

“**Declaration Period**” means the period specified in the **Special Terms** for which your turnover needs to be declared to calculate your premium.

“**Dispute**“ / “**Disputed**” means any unresolved and documented disagreement between you and a **Buyer** that results in the **Buyer** refusing to pay you all or part of any receivables. In addition, a receivable that is subject to the assertion of an offset or counterclaim is also a **Disputed Invoice**.

A **Dispute** ends when the **Buyer's** liability is established by agreement in writing or by a final binding court judgment or arbitration award. Final binding court judgment must be obtained in a jurisdiction in which the **Buyer** has a majority of its assets.

“**Due Date**” means the original date when a **Buyer** must pay a receivable under the terms of your invoice.

“**Insolvency**“ / “**Insolvent**” means when:

- An insolvency practitioner or other similar official is appointed over your **Buyer** (but only if this affects your rights as a creditor of the **Buyer**),
- a debt restructuring arrangement is approved and made binding on your **Buyer** and all its creditors, or
- circumstances exist that are equivalent to those specified above.

“**Insurable Collection Costs**” means

- the success fee invoiced by the Collection Service Provider, and
- legal costs resulting from any legal action initiated by the Collection Service Provider according to Debt Collection endorsement.

For the avoidance of doubt, we will not contribute to :
your internal administrative costs and expenses;
the Debt Placement Fees payable to the Collection Service Provider

“**Insurance Contract Period**” means the initial duration of the **Policy** and any subsequent period of a duration specified in the **Special Terms** for which the **Policy** continues as set out in section 22.1.b. An **Insurance Contract Period** may comprise one or several **Policy Periods**.

“**Insured Turnover**” means the value of goods or services **Supplied** by you and insured under the **Policy** calculated in line with section 6.1.

“**Maximum Extension Period**” means the maximum period specified in the **Special Terms** by which you can extend the **Due Date** and work with your **Buyer** to collect payment of a receivable. The **Maximum Extension Period** starts on the day after the **Due Date**.

“**Maximum Terms of Payment**” means the maximum period specified in the **Special Terms** for the **Buyer** to pay a receivable.

“**Notice** ” means the following agreed methods of communication: fax, registered mail and electronic mail

“**Permitted Limit**” means the maximum amount of credit and the specific conditions for which a **Buyer** is covered as specified in our **Permitted Limit** endorsement. The **Permitted Limit** may also be referred to as an Approved Limit in our communications with you.

“**Policy**” means this Credit Insurance agreement including these terms and conditions, the **Special Terms**, any amendment or endorsement issued under or in connection with the **Policy**, including without limitation our **Permitted Limit** endorsements. Your **Policy** also includes your Questionnaire and any related supporting information provided by you or on your behalf.

“**Policy Period**” means any period specified in the **Special Terms** included in an **Insurance Contract Period**.

“**Protracted Default**” means the non-payment at the end of the **Waiting Period** of all or part of an insured receivable by a **Buyer** that is not **Insolvent**.

“**Public Buyer**” means a **Buyer** being:

- a government department,
- a public authority or agency, or
- an organisation where the state has direct or indirect control through participation in its management, administration or capital, against which you cannot take collections actions by means of forced execution, and which is not subject to corporate **Insolvency** law.

“**Recovery**” / “**Recoveries**” means any:

- a. money received from the **Buyer** or any third party on behalf of the **Buyer**, including dividends received out of the **Buyer’s Insolvent** estate,
- b. indemnities, guarantees or other security obtained and realised,
- c. goods recovered and sold,
- d. counter claims or set-off applied or available, and/or
- e. other advantages or rights of actions available against the **Buyer** or any third party.

“**Special Terms**” means the part of the **Policy** named the **Special Terms** .

“**State of Default**” means the situation of a **Buyer** immediately after:

- a. the **Buyer** has become **Insolvent**,
- b. a receivable due to you, insured or uninsured, is outstanding beyond the expiry of the **Maximum Extension Period** (excluding **Disputed** receivables) or the postponed **Due Date** agreed by us, whichever is the later,
- c. the **Buyer’s** payment order or request has been rejected by its bank,

- d. you commence legal proceedings against the **Buyer**, or
- e. you become aware of any event or information that indicates that your receivable may not or will not be paid by your **Buyer**.

“Supply” / “Supplied” means (and a **“Supply”** will be interpreted accordingly):

- a. the goods have been passed to the first independent carrier for transport to the place where the **Buyer** is obliged to accept them,
- b. if there is no independent carrier, the goods have been deposited into the possession of the **Buyer** or a third party agent who agrees to hold the goods to the order of the **Buyer**,
or
- c. the services have been completed as contracted.

“Waiting Period” means the relevant period specified in the **Special Terms** which starts on the date on which you file a completed **Claim and Collection form**.

Corporate Advantage Special Terms

INSURED DETAILS

Insured

<Insured Name>
 <National identifier>
 <Address>

Broker

<Broker name>
 <broker country>

Description of Trade

[1]

Insurance Periods	
Start Date of Policy	DD/MM/YYYY
Policy Period	From (11)<Policy period start date> to (12)<Policy period end date> Subsequent Policy Period: 12 months.
Insurance Contract Period	From <Insurance period start date> to <Insurance period end date>

Insurance Periods	
	Subsequent Period: (13)1 (14)2 (15)3 (16)4 (17)5 Policy Period(s)

[1]

[2]

Insurance Periods	
Policy Period	(11)<Policy period start date> to (12)<Policy period end date>
Insurance Contract Period	<Insurance period start date> to <Insurance period end date>

[2]

[19]

PREMIUM (excluding Insurance Premium Tax)	
Estimated Insured Turnover	
Premium Rate	<p>(20) <Blended rate including options>%</p> <p>(21) << Please, see table “Policy Details per Country Index” below for your applicable Policy terms >></p> <p>[22]</p> <p>Domestic Rate: <Domestic rate including options>%</p> <p>Export Rate: <Export rate including options>% [22]</p> <p>[23] << Please, see Variable Rate Endorsement >> [23]</p>
Provisional Premium	<p>xxx EUR for the Policy Period</p> <p>yyyyy EUR if the Policy is renewed for 12 months</p>
Minimum Premium	<p>(1) <minimum premium amount> <Policy currency> for the Policy Period</p> <p>(2) <minimum premium amount> <Policy currency> if the Policy Period is renewed for 12 months</p>
Premium Instalments	<p>Alternative 1 New Business</p> <ul style="list-style-type: none"> - xx deposits of xx xxx EUR or if they are uneven deposits list them: - xx xxx EUR

	<ul style="list-style-type: none"> - xx xxx EUR - xx xxx EUR - xx xxx EUR - Alternative 2 Renewal - xx xxx EUR due dd/mm/yyyy - xx xxx EUR due dd/mm/yyyy - xx xxx EUR due dd/mm/yyyy - xx xxx EUR due dd/mm/yyyy
(24) Back Sales Premium	(25) <cover for supplies made before the policy start date premium> <Policy currency>
Premium Invoicing Period	<Premium Payment frequency>
Premium Payment Terms	OE specific XX working days << from the date of our invoice >>
Declaration Period	<Declaration period>
[88]Timeframe to declare your Turnover	<Timeframe to declare your premium basis (TO/Outstanding)>)[88]
[84]Timeframe to declare your actual Turnover	(85) <Timeframe to declare estimated premium basis (days)> days after the end of each Policy Period [84]

[19]

[26]

Premium (excluding Insurance Premium Tax*)	
Fixed Premium	(27) <Fixed premium amount> <Policy currency> for the current Insurance Period
Premium Instalments	(28) <Number of installments> deposits of (28) <Installments amount> <Policy currency>
(24) Back Sales Premium	(25) <cover for supplies made before the policy start date premium> <Policy currency>
Premium Invoicing Period	<Premium Payment frequency>

Declaration Period	<Declaration period>
---------------------------	----------------------

[/26]

RISK SHARE & EXCESS	
Insured Percentage	[86](69)<insured percentage>% [/86] [87]<< Please, see table “Policy Details per Country Index” below for your applicable Policy terms >>[/87]
Policy Maximum Liability	[29]<Maximum liability multiplier> times[/29] [30]<Maximum liability amount> <Policy currency> [/30]
[31] Excess	[47][48] <EEFL Amount> <Policy currency> Each & Every First Loss[/47][48] [49][50] <MR Amount> <Policy currency> Minimum Retention[/49][50] [51][52] <EEID Amount> <Policy currency> Each & Every Indemnity Deductible[/51][52] [53] <NQL Amount> <Policy currency> Non-Qualifying Loss[/53] [32][33]<< Please, see table “Policy Details per Country Index” below for the applicable Non-Qualifying Loss >> [/32][33] [/31]
[34] Aggregate First Loss	<AFL Amount> <Policy Currency> for the Policy Period [54](55)<AFL amount on 12 months> <Policy currency> if the Policy is renewed for 12 months[/54][34]
[38] Datum Line Threshold	(39)<Datum line amount> <Policy currency>[/38]

[40]

Discretionary Limit Cover	
Discretionary Limit	[47]<DCL amount> <Policy currency>[/47] [57]<< Please, see table “Policy Details per Country Index” below for your applicable Policy terms >>[/57]
Discretionary Limit Insured Percentage	<< Please, see table “Policy Details per Country Index” below for your applicable Policy terms >>

<p>[42] Discretionary Limit Maximum Liability</p>	<p><DCL maximum liability amount> <Policy currency> [42]</p>
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[40]

OTHER POLICY DETAILS

<p>Maximum Terms of Payment</p>	<p><< Please, see table “Policy Details per Country Index” below for your applicable Policy terms >></p> <p>Unless otherwise specified in writing, the Maximum Terms of Payment run from end of month of invoice date</p>
<p>Maximum Extension Period</p>	<p><< Please, see table “Policy Details per Country Index” below for your applicable Policy terms >></p>
<p>Threshold for Reporting Buyer being in a State of Default</p>	<p>[58]For your domestic Buyers: <Threshold for reporting a State Of Default (domestic)> <Policy currency> [58]</p> <p>[59]For your export Buyers: <Threshold for reporting a State Of Default (export)> <Policy currency> [59]</p>

ENDORSEMENTS

<p>Endorsements for this Policy</p>	<p>(60)- <Market title> >clause reference number> <Clause version></p>
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POLICY DETAILS PER COUNTRY INDEX 1/2

[62]

Country Index	Covered Buyers Country(ies)
(63)[Country index] Specific [Country Name]	(63) [Country name]

[/62]

Country Index	Covered Buyers Country(ies)
Domestic	Taiwan
1	Andorra, Antarctica, Australia, Austria, Belgium, Bonaire, Sint Eustatius and Saba, Bouvet Island, British Indian Ocean Territory, Canada, Denmark, Estonia, Finland, France, French Guiana, French Southern Territories, Germany, Guadeloupe, Heard Island and McDonald Islands, Holy See (Vatican City State), Liechtenstein, Luxembourg, Martinique, Monaco, Netherlands, New Zealand, Norway, Réunion, San Marino, Singapore, South Georgia and the S. Sandwich Island, Sweden, Switzerland, United Kingdom, United States, United States Minor Outlying Islands
2	American Samoa, Bermuda, Cayman Islands, Chile, Christmas Island, Cocos (Keeling) Islands, Czech Republic, Falkland Islands, Faroe Islands, Gibraltar, Greenland, Guam, Hong Kong, Ireland, Italy, Japan, Malta, Mayotte, New Caledonia, Norfolk Island, Northern Mariana Islands, Pitcairn, Saint Helena, Saint Pierre and Miquelon, Slovakia, Spain, Svalbard and Jan Mayen, Tokelau, Turks and Caicos Islands, Virgin Islands, British, Virgin Islands, U.S., Wallis and Futuna
3	Anguilla, Bahamas, Brunei Darussalam, Colombia, Costa Rica, French Polynesia, Israel, Kuwait, Latvia, Lithuania, Macao, Malaysia, Mauritius, Mexico, Montserrat, Oman, Panama, Peru, Poland, Portugal, Puerto Rico, Saudi Arabia, Slovenia, South Korea, United Arab Emirates, Uruguay
4	Aruba, Botswana, Brazil, Bulgaria, China, Cyprus, Dominican Republic, El Salvador, Ghana, Guatemala, Hungary, Iceland, India, Indonesia, Jordan, Morocco, Namibia, Niue, Philippines, Romania, South Africa, Thailand, Trinidad and Tobago

5	Algeria, Antigua and Barbuda, Bahrain, Barbados, Benin, Bhutan, Burkina Faso, Cameroon, Cook Islands, Croatia, Curaçao, Dominica, Ecuador, Gabon, Grenada, Guyana, Honduras, Ivory Coast, Kenya, Kiribati, Lesotho, Micronesia, Federated States of, Palau, Paraguay, Rwanda, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Samoa, Sao Tome and Principe, Senegal, Sint Maarten (Dutch part), Sri Lanka, Swaziland, Tanzania, United Republic of, Tunisia, Turkey, Tuvalu, Uganda, Vanuatu, Vietnam, Zambia
6	Albania, Angola, Armenia, Azerbaijan, Bangladesh, Belarus, Belize, Bolivia, Bosnia and Herzegovina, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Congo, Congo, The Democratic Republic of the, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Fiji, Gambia, Georgia, Guinea, Guinea-Bissau, Haiti, Jamaica, Kazakhstan, Kyrgyzstan, Lao People's Democratic Republic, Lebanon, Liberia, Libya, Macedonia, Madagascar, Malawi, Maldives, Mali, Marshall Islands, Mauritania, Moldova, Republic of, Mongolia, Montenegro, Mozambique, Myanmar, Nauru, Nepal, Nicaragua, Niger, Nigeria, Pakistan, Papua New Guinea, Serbia, Seychelles, Sierra Leone, Solomon Islands, Sudan, Suriname, Tajikistan, Timor-Leste, Togo, Tonga, Turkmenistan, Uzbekistan
Specific	Argentina, Egypt, Greece, Qatar, Russian Federation, Ukraine, Venezuela

Off-Cover countries: Afghanistan, Cuba, Iran, Iraq, North Korea, Somalia, South Sudan, Syrian Arab Republic, Yemen, Zimbabwe

POLICY DETAILS PER COUNTRY INDEX 2/2

Country Index	Premium Rate	Insured Percentage	[64]Insured Percentage Discretionary Limit	Maximum Terms of Payment	Maximum Extension Period	Protracted Default Waiting Period	[65]Political Risk Waiting Period
(63)[Country index] [Country Name]	<Premium rate>%	(69)<insured percentage>%	(70)<insured percentage - Buyers under the Discretionary Limit in %>% [64]	<Maximum Terms of Payment (days)>	<Maximum Extension Period (days)>	<Protacted Default Waiting Period(days)>	(72) or (76)<Waiting period for political risk>[65]

Country Index	[66]Natural Disaster Waiting Period	[68]Excess NQL	[46]Discretionary Limit Amount	Pre-Credit Period	[50]Binding contracts Period
(63)[Country index] [Country Name]	(74) or (76)<Waiting Period for Natural Disaster>[/66]	(75)<NQL Amount><Policy currency> [/68]	(71)<Discretionary limit amount> <Policy currency> [/46]	(77)Yes/No	(73)<Binding contract duration>[/50]

[43]

In line with section 7.3. e. of the General Terms and Conditions of your **Policy**, during the **Policy Period** we may modify your cover on one of the above countries by changing the country index. Such modification will take effect 5 days after the date we issue our written notification. The corresponding Policy details will be amended accordingly for all goods and services **Supplied** after that effective date.

(本保險單以英文條款為主，中文條款僅供參考，若中英文條款不一致時，以英文條款為主)

EH Corporate Advantage

Acceptance of the Credit Insurance Policy

Insured Details

<Policyholder name>

Policy Number: <Policy number>

Policy Details:

Start Date of the Policy:

<Policy period start date>

Credit Insurance Policy:

Credit insurance policy with Euler Hermes SA, Taiwan Branch with the following contractual documents:

- Your application for the Credit insurance policy
- The general Terms and conditions: <GTC clause version>
- The named endorsements to this **Policy**
- These Special Terms

Insured	The Insurer
<u>(Policyholder name)</u>	Euler Hermes SA, Taiwan Branch
Name and Position []	Name and Position []
Date	Date
Signature []	Signature []

“signature page” is OE specific

Programming rules:

- (1) Displayed if new business or mid-term amendment process
- (2) Displayed if renewal process
- (3) Displayed if at least one broker is set
- (4) Display the list of all broker set on this policy
- (5) Displayed if pre-package selected is GTC custom
- (6) Displayed if pre-package selected is Turnover based premium
- (7) Displayed if pre-package selected is Turnover based premium (PR)
- (8) Displayed if pre-package selected is Outstanding based premium
- (9) Displayed if pre-package selected is Limit based premium
- (10) Displayed the list of options selected on the policy except the A2-006-O Loss Occurring
- (11) Current Policy period start date from the general details screen – date format depends on the BU (example for DE 01.01.2015).
- (12) Current Policy period end date from the general details screen – date format depends on the BU (example for DE 31.12.2015).
- (13) Display 1 if 1 policy period
- (14) Display 2 if 2 policy periods are defined on the policy
- (15) Display 3 if 3 policy periods are defined on the policy
- (16) Display 4 if 4 policy periods are defined on the policy
- (17) Display 5 if 5 policy periods are defined on the policy
- (18) Displayed only if manual renewal process
- (19) Displayed only if B6-005-E fixed premium is not selected
- (20) Displayed if premium rate type is blended rate
- (21) Displayed if premium rate type is country rate or country index rate and detailed TOD (clause B6-050-E or B6-051-E selected on the policy)
- (22) Displayed if premium rate type is country rate or country index rate with simplified TOD
- (23) Displayed if clause B6-018-E - Turnover Freeze or B6-019-E - Variable Rate or B6-020-E - Turnover Freeze and Variable Rate is selected

- (24) Section displayed if clause A2-008-E or A2-009-E back sales cover is selected
- (25) Parameter retrieves from the Pricing Terms features of A2-008-E or A2-009-E
- (26) Section displayed if B6-005-E fixed premium is selected
- (27) Parameter retrieves from the Pricing Terms features of B6-005-E
- (28) Based on the premium frequency it retrieves the number of installment (to be) created and the amount of each installment – Example: Fixed premium = 100 000€; payment frequency is every 6 months policy duration is 12 months → display “2 deposits of 50 000 EUR.”
- (29) Displayed if maximum liability type is multiple
- (30) Displayed if maximum liability type is amount
- (31) Displayed if at least one deductible clause is selected except AFL (C11-001-O)
- (32) Displayed if NQL amount is not 0
- (33) Displayed if the NQL amount is not the same for all countries covered
- (34) Displayed if Aggregated First Loss is not Equal to 0
- (35) Displayed if clause B6-032-E – Advanced premium refund is selected
- (36) Parameter from the terms features of the B6-032-E
- (37) Table displayed if the clause B6-049-E
- (38) Displayed in all cases for Hungary
- (39) Parameter from the clause A4-001-E
- (40) Displayed if the clause B7-001-O/B7-016-E is selected
- (41) Displayed if DCL same for all countries
- (42) Displayed if DCL maximum liability is selected
- (43) Displayed if clause A3-054-E is selected
- (44) Display the list of endorsements selected on the policy except RISA and DCA
- (45) Displayed if Non-binding issued
- (46) Displayed if Binding Issued
- (47) EEFL amount is not empty
- (48) EEFL amount is not 0
- (49) MR amount is not empty
- (50) MR amount is not 0

- (51) EEID amount is not empty
- (52) EEID amount is not 0
- (53) NQL amount is not empty
- (54) displayed if the policy period is not equal to 12 months
- (55) AFL amount is prorated on 12 months
- (56) Displayed if bonus type is scale. Display as many lines as in the LR threshold table.
- (57) Displayed if DCL amount not the same for all countries
- (58) Displayed if domestic country is covered on the policy
- (59) Displayed if export country(ies) is covered on the policy
- (60) Display the list of endorsement selected on the policy except RISA and DCA
- (61) When FT-001-E FTC is selected display the list of market title and associated reference number defined in the term features
- (62) List of covered countries on the policy to be displayed
- (63) Country index lines are displayed in alphabetical order of the policy language only if at least one country from the index is covered. Specific management: If at least one attribute of the country is different from the country index value, display it in the specific line (all country index).
Do not display those specific countries in their country index line
- (64) Column displayed if the clause B7-001-O/B7-016-E is selected
- (65) Column displayed if the clause A2-014-O or A2-001-E is selected
- (66) Column displayed if the clause A2-014-O or A2-004-E is selected
- (67) Column displayed if clause B7-009-E Binding contract is selected
- (68) Column displayed if the clause C11-002-O – NQL is selected
- (69) 1 – <Uninsured percentage - Approved Limits>
- (70) 1 - <Uninsured percentage - Discretionary Limit>
- (71) Parameter from the clause B7-016-E Discretionary limit justification
- (72) Parameter from the clause A2-001-E Political risk cover.
- (73) Parameter from the clause B7-009-E Binding contracts cover
- (74) Parameter from the clause A2-004-E Natural Disaster
- (75) Parameter from the clause C11-002-O NQL
- (76) Parameter from the clause A2-014-O Political Risk and Natural Disasters

- (77) Displayed "Yes" for countries selected in the terms features of A3-054-E and "No" if country is not selected
- (78) Displayed if the clause B6-008-E No claim bonus is selected
- (79) Parameter from the clause B6-008-E No claim bonus
- (80) Displayed if the clause B6-048-E No claim bonus (DACH) is selected
- (81) Parameter from the clause B6-048-E No claim bonus (DACH)
- (82) Displayed if the clause B6-009-E Low claim bonus is selected
- (83) Parameter from the clause B6-009-E Low claim bonus
- (84) Displayed if the clause B6-027-O - Provisional premium calculation on expected premium basis is selected
- (85) Parameter from the clause B6-027-O – Provisional premium calculation on expected premium basis
- (86) Displayed if insured % is the same for all covered countries
- (87) Displayed if insured % is not the same for all covered countries
- (88) Displayed if the clause B6-