

本商品經本公司合格簽署人員檢視其內容業已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。

總公司：台北市敦化南路二段39號8樓A室 電話：(02)2322-9000 免費客服及申訴電話：0800-771-168 網址：<http://www.eulerhermes.tw>

如欲查詢本公司資訊公開說明文件之內容，請至本公司網址：<http://www.eulerhermes.tw> 查詢

Euler Hermes Credit Insurance CA

Pre-credit Cover Endorsement - A

保單條款

107年08月31日裕利安宜107發字第0017號函備查

Pre-credit cover

1. It is agreed that cover under the **Policy** is extended to include **Work in Progress Costs**.
2. For the purpose of this endorsement any reference to receivables in the **Policy** will apply accordingly to **Work in Progress Costs** where applicable unless changed elsewhere in this endorsement.
3. The event of loss under this endorsement will be when you are unable to **Supply** goods or services because of one of the following, whichever occurs first:
 - 3.1. the **Buyer** becomes **Insolvent**, or
 - 3.2. **Pre-Credit Loss** occurs, the date of loss will be the later of:
 - a. (XX)days from the effective date of our withdrawal, or
 - b. the date you receive our notification not to continue to manufacture and/or **Supply** goods or services.
4. This endorsement applies if the **Buyer** is domiciled in a country for which a Pre-credit Period is specified in the **Special Terms**.
5. Notwithstanding section 5.3 of the General Terms and Conditions of the **Policy** you may not postpone a due date of a stage payment without our prior written agreement.
6. **Work in Progress Costs** are not insured:
 - 6.1. if your **Buyer** cancels or terminates the relevant **Contract** for reasons other than becoming **Insolvent**, or

送審作業註：被保險人得針對如下所列6.2之內容，視其需求針對Option 1~ Option 3擇一約定適用。

6.2. (Option 1) if the contractual or actual date of **Supply** exceeds the maximum Pre-credit Period specified in the **Special Terms** which runs from the date of the **Contract**.

6.2. (Option 2) if the contractual or actual date of **Supply** exceeds the maximum Pre-credit Period specified in the **Special Terms** from the earlier of the date on which you commenced production of the goods or services or the date you ordered the goods from a third party to fulfil your **Contract**.

6.2. (Option 3) if they were incurred outside of the maximum Pre-credit Period specified in the **Special Terms** immediately before the date of the **Pre-Credit Loss** or the **Buyer's Insolvency**.

7. If an event of loss occurs under this endorsement, you must include in your declaration for premium calculation the value of any **Work in Progress Costs** incurred with the relevant **Buyer** as at the date of loss.

Upon termination of the **Policy**, you must include in your final declaration for premium calculation the value of any **Work in Progress Costs** where **Supply** has not taken place as at the date of termination.

8. When we have withdrawn cover in respect of a **Buyer**;

8.1. You must within (XX) days seek our approval to **Supply** the goods or services or to continue the manufacture of the goods. This request must include details of:

- a. any goods in the process of manufacture (together with the value of the **Work in Progress Costs** incurred in relation to those goods and the point in the manufacturing process that you have reached) and goods manufactured to completion but not **Supplied** and services yet to be **Supplied**;
- b. any Third Party Contracts entered into for the purposes of fulfilling the **Contract**;
and
- c. any receivables relating to goods or services already **Supplied**.

If you do not seek our approval we will have no liability under this **Policy** for a **Pre-Credit Loss**, or any **Work in Progress Costs** incurred by you after the effective date of our withdrawal, or any goods or services **Supplied** after the effective date of our withdrawal.

Notwithstanding sections 3.a and 7.3.b. of the General Terms and Conditions of the **Policy** if we have given our approval to continue the manufacture and / or **Supply** of goods or services you are covered subject to section 5 of this endorsement.

8.2. In the event of a **Pre-Credit Loss** you must submit a **Claim and Collection form** within (XX) days from the date of loss in line with section 8.1 of the General Terms and Conditions of the **Policy** including all **Work in Progress Costs** and all receivables owed to you by the **Buyer**.

We will make your **Claim Payment** within (XX) days from the date we receive your completed **Claim and Collection form** and any additional documents or information we may reasonably request.

9. For the purpose of this endorsement in addition to section 11.1 of the General Terms and Conditions of the **Policy** when calculating your Insured Debt we will deduct where applicable **Work in Progress Costs** not covered under this endorsement.

10. For the purpose of this endorsement:

- a. “**Contract**” means a legally valid and enforceable written agreement to **Supply** goods and/or services to a **Buyer**.
- b. “**Contract Price**” means the price specified in your **Contract** less the amount of profit reasonably attributed to that **Contract** by you at the date of the **Contract**.
- c. “**Pre-credit Loss**” means a loss you sustain as a result of our withdrawal of a **Permitted Limit** or country cover for that **Buyer** and where upon your request we have not given our written approval for you to continue to manufacture and/or **Supply** goods or services. The amount of the **Pre-Credit Loss** will be the value of any **Work in Progress Costs** incurred prior to the date of loss.
- d. the definition “**Recoveries**” is extended to include the realised value of **Work in Progress Costs**.
- e. the definition of “**State of Default**” is extended to include instances where any scheduled stage payment is outstanding beyond its due date.
- f. “**Work in Progress Costs**” means
 - (a) the value of the direct costs and / or the purchase of goods or services (less any stage payments made by that **Buyer**) which
 - i. are incurred by you during a **Policy Period**,
 - ii. are specifically related to and necessary for the **Contract** and are supported by satisfactory cost accounting documentation,
 - iii. relate to the design, manufacture and supply of goods or services plus an appropriate reasonable proportion of production overheads attributable to the amount of work completed for a **Buyer**,
 - iv. relate to penalties incurred by you in cancelling any contract with a third party (“Third Party Contract”) as a result of the **Buyer’s Insolvency** or a **Pre-Credit Loss** where the Third Party Contract was entered into in order to fulfil your **Contract**. Such penalties will only be covered up to a maximum of the value of the goods or services purchased by you under that Third Party Contract,
 - v. do not relate to financial costs, contractual or legal damages or penalties (other than in section iv above), and
 - vi. in total do not exceed the value of the **Contract Price**; or
 - (b) the **Contract Price** of goods manufactured to completion but not **Supplied** to a **Buyer** less any stage payments made by that **Buyer**, or
 - (c) the total value of any unpaid stage payments which in accordance with the **Contract** are due to be paid before the date of loss if it exceeds the value of the costs described above.

11. This endorsement does not vary, alter, waive or extend any of the terms and conditions of the **Policy** except as expressly stated in this endorsement.