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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

Discretionary Limit Cover Endorsement

保單條款

107 年 08 月 31 日裕利安宜 107 發字第 0042 號函備查

Discretionary Limit cover

1. Notwithstanding section 7.1 of the General Terms and Conditions of the **Policy** it is agreed that for the **Policy** to cover your insured receivables due from a **Buyer**, you must have a positive **Permitted Limit** issued by the Risk Service Provider named in the Risk Information Services agreement or a **Discretionary Limit** set by you.
2. For the purpose of the endorsement
 - a. “**Discretionary Limit**” means the amount of credit in respect of a **Buyer** for which we may be liable to you under the **Policy** where you have justified that amount in line with the terms and conditions of the **Policy** and the criteria set out in this endorsement, and.
 - b. “**Justification Period**” means the period as specified below for the relevant method of justification and immediately prior to the date of your invoice in respect of goods and/or services **Supplied** by you.
3. You may set a **Discretionary Limit** up to the maximum amount applicable for **Discretionary Limits** for the country of the **Buyer** specified in the **Special Terms** unless
 - you have a **Permitted Limit** issued by us or the Risk Service Provider, or
 - within the previous (XX) months we have either withdrawn a **Permitted Limit** or issued a nil **Permitted Limit**, or
 - the information or experience you have indicates that granting credit to the **Buyer** would not be prudent due to material negative information about the financial condition of the **Buyer**.
4. Your **Discretionary Limit** must be justified by one or more of the methods set out in the list at the end of the endorsement.
The justification must be obtained prior to the date of **Supply** and within the relevant **Justification Period**.

5. When calculating your **Claim Payment** in line with section 11 of the General Terms and Conditions of the **Policy** we will apply the **Discretionary Limit** insured percentage specified in the **Special Terms** for all claims filed against a **Buyer** for which your **Permitted Limit** was a **Discretionary Limit**.
6. Notwithstanding section 12 of the General Terms and Conditions of the **Policy** we will have no further liability for a **Policy Period** with respect to claims filed against **Buyers** for which your **Permitted Limit** was a **Discretionary Limit** when the total amount of **Claim Payments** made relating to such **Buyers** first reaches the amount of the **Discretionary Limit Maximum Liability** specified in the **Special Terms**.

Receivables will be allocated to the relevant **Policy Period** in line with section 12.1 of the General Terms and Conditions of the **Policy**.

The Maximum Liability for the **Policy** and the **Discretionary Limit Maximum Liability** are not cumulative.

The amount we have paid to you as **Claim Payments** under the **Discretionary Limit Maximum Liability** will also be counted towards any other applicable Maximum Liability for that **Policy Period**.

7. 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.

Methods of justification:

(Option 1)- Payment Experience

You may use your positive payment experience with a **Buyer** provided that

- they have paid within the (XX) month **Justification Period**
- (XX - Number of supplies for payment experience) **Supplies**
- on credit terms not exceeding the **Maximum Terms of Payment** specified in the **Special Terms**, plus the **Maximum Extension Period**.

At any time, your **Discretionary Limit** on a **Buyer** cannot exceed the lower of :

- a. (XXX)% of the highest credit balance paid in full included in your positive payment experience used for justification of your **Discretionary Limit**, or
- b. the maximum **Discretionary Limit** applicable to the country of the **Buyer** specified in the **Special Terms**.

(Option 2)- Payment Experience

You may use your positive payment experience with a **Buyer** provided that

- they have paid within the (XX) month **Justification Period**
- (XX - Number of supplies for payment experience) **Supplies**
- on credit terms not exceeding **Maximum Terms of Payment** specified in the **Special Terms** plus the **Maximum Extension Period**.

Where you have agreed with your **Buyer** on cash payment or payment in advance you may use such **Supplies** as positive payment experience provided that:

- a. you produce satisfactory cost accounting documentation evidencing the **Supply** and the payment received by the **Buyer**, and

- b. you have not previously **Supplied** goods or services on credit terms to the respective **Buyer** within the (XX) month **Justification Period** before **Supplying** goods or services against cash payment or payment in advance.

(Option 3)- Credit Information Agency Reports

You may use the following credit information agency:

- (Name of Credit Information Agency)

A report can be used provided it was issued within the (XX) months **Justification Period**, and speak without qualification for the amount of credit to be granted to the **Buyer** in which case you may set a **Discretionary Limit** up to that amount or the maximum **Discretionary Limit** applicable to the country of the **Buyer** specified in the **Special Terms**, whichever is the lower.

If no amount is provided, but the report shows a trade payment history where at least (XX)% of the value of invoices were paid within 30 days of the original due date, you may set a **Discretionary Limit** up to (XX)% of the amount of the highest credit balance paid within the (XX) months **Justification Period**.

(Option 4)- Credit Management Procedures

You may use your credit management procedures which we must have previously reviewed and accepted, a copy of which is attached to and forms part of this **Policy**.

You shall apply your credit management procedures continuously and consistently to determine that a **Buyer** has both the financial capacity to meet its payment obligations and a record of meeting similar obligations on a timely basis.

You must not vary or change your credit management procedures in any material way without obtaining our prior written approval.

We will have no liability for losses resulting from the improper application of your credit management procedures.