

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 W(F)P

Inclusive Collection Clause

保單條款

107 年 11 月 26 日裕利安宜 107 發字第 0077 號函備查

Inclusive Collection Clause

1. Where used in this Endorsement:

“**Claim and Collection form**” means our form, completed using our online information system or in writing, by which you, (i) notify a non payment notification to us and (ii) give a mandate to the Collection Service Provider named in the **Special Terms** when a debt is unpaid, in line with section 2.07. The **Claim and Collection form** specifies supporting documents which you need to provide to us on filing.

2. For the purpose of this endorsement the paragraph below of section 2.05 of your General Terms and Conditions :

At all times you must act as if you were not insured. So you must take all reasonable steps to prevent and/or reduce any losses, including but not limited to:

- the starting of legal proceedings against the **Buyer** or the **Supplier**
- the enforcement of any judgment against the **Buyer** or the **Supplier**,
- the starting of any insolvency proceedings against the **Buyer** or the **Supplier** and
- the passing of the account to the Collection Service Provider named in the **Special Terms**, whose fees you agree to pay.

You must comply with any instructions we may give you.

is replaced by :

For your **Insured Debt** 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 debt 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 **Despatched** 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. Once you have sent a **Claim and Collection form** any action by you must be taken in line with our instructions.

3. For the purpose of this endorsement the section 2.07 of your General Terms and Conditions is modified as follows:

2.07 Non Payment notification, Claim filing and collection mandate

You may notify us of any unpaid debt at any time after the original due date for payment. However where the **State of Default** occurs, you must notify us before the expiry of the non-payment notification period.

Unless specified otherwise in the **Special Terms**, the non-payment notification period expires 30 days after the **Buyer** enters a **State of Default**.

To make a non-payment notification you need to file a **Claim and Collection form** including all receivables owed to you by the relevant **Buyer**, whether **Disputed** or not. When you file a **Claim and Collection form** with us against a **Buyer**, you give the Collection Service Provider named 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, in line with the Debt Collection Agreement. You must comply with the terms and conditions of the Debt Collection Agreement and follow any reasonable instructions we may give you regarding the collection actions carried out by the Collection Service Provider.