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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 W(F)P

Subgroup Maximum Liability Endorsement - 328SGML01

保單條款

108 年 03 月 29 日裕利安宜 108 發字第 0013 號函備查

Subgroup Maximum Liability Endorsement

Provided that this **Policy** is part of the Euler Hermes World Program, agreed between Euler Hermes World Agency and (Name of Insured's HQ/Parent), as detailed in the Master Agreement n° (World Policy Number) dated (Date), of which you confirm that you have knowledge, you and we agree that:

1.   For the purposes of this Endorsement:

1.1   "Individual Maximum Liability Policy" means **Polic**y n° (World Policy Number) (the "Individual Maximum Liability Policy");

1.2   "Subgroup (XX) Policies" means the **Policies** collectively designated as Subgroup (XX) Policies specified in the Policy List except the Individual Maximum Liability Policy (individually, "Subgroup (XX) Policy");

1.3   "Special Terms" means the **Special Terms** attaching to each Subgroup (XX) Policy;

1.4   "Period" means the Insurance Period specified in the Special Terms;

1.5   "Policy Maximum Liability" means the Maximum Liability applicable to each Subgroup (XX) Policy for a Period, as specified in the Special Terms;

1.6   "Original Subgroup (XX) Maximum Liability" means (XX) times the aggregate premium paid under the Subgroup (XX) Policies   for each Period; and

1.7 "Increased Subgroup (XX) Maximum Liability" means (XX) times the aggregate premium paid under the Subgroup Policies (XX) for each Period.

2. Section 3.05 in the General Terms and Conditions is cancelled and replaced with:

3.05 Maximum Liability

Regardless of the amount of all individual **Approved Limit** under the relevant Subgroup (XX) Policies or the aggregate value of all credit limits and the number of beneficiaries under each Subgroup (XX) Policy, the Insurer of each Subgroup (XX) Policy will have no further liability at all under the relevant Subgroup (XX) Policy for a Period when the aggregate amount paid to the Insured under that Subgroup (XX) Policy for that Period as indemnity, first reaches the Policy Maximum Liability amount applicable to that Subgroup (XX) Policy for the Period as shown in the Special Terms applicable for that Period.

However, if in any Period:

(a) there are valid claims under one or more Subgroup (XX) Policies that have not been paid (the (the "Unpaid valid claims") solely because the Policy Maximum Liability applicable to each relevant Subgroup (XX) Policy for that Period has been reached but the aggregate amount paid to the Insureds under the Subgroup (XX) Policies as indemnity for the Period has not reached the Original Subgroup (XX) Maximum Liability applicable for that Period, then the Policy Maximum Liability for each Subgroup (XX) Policies will no longer apply and such Unpaid valid claims and future valid claims under the Subgroup (XX) Policies relating to that Period will be paid under the Subgroup (XX) Policies on which such claims arise until the aggregate amount paid to the Insureds under the Subgroup (XX) Policies for the Period first reaches the Original Subgroup (XX) Maximum Liability applicable for the Period; and

(b) if there are Unpaid valid claims under one or more Subgroup (XX) Policies that have not been paid solely because either:

- the Policy Maximum Liability applicable to each relevant Subgroup (XX) Policy for that Period has not been reached but the aggregate amount paid to the Insureds under the Subgroup (XX) Policies as indemnity for the Period has reached the Original Subgroup (XX) Maximum Liability applicable for that Period; or

- the Policy Maximum Liability applicable to each relevant Subgroup (XX) Policy for that Period has been reached (the "Unpaid valid claims") and the aggregate amount paid to the Insureds under the Subgroup (XX) Policies as indemnity for the Period has also reached the Original Subgroup (XX) Maximum Liability applicable for that Period,

then the applicable aggregate Maximum Liability for all Subgroup (XX) Policies for the Period will be the Increased Subgroup (XX) Maximum Liability.

The Insurers of the Subgroup (XX) Policies in consultation with (Name of Insured's HQ/Parent) (Central Team) will determine which claims contribute to the Maximum Liability applicable to the Original Subgroup (XX) Maximum Liability or to the Increased Subgroup (XX) Maximum Liability, as applicable.

Notwithstanding that the Maximum Liability applicable to each Individual Maximum Liability Policy or the Policy Maximum Liability or the Original Subgroup (XX) Maximum Liability or the Increased Subgroup (XX) Maximum Liability, as applicable, has been reached, the obligations of the Insureds under all the Subgroup (XX) Policies and will continue, including the Insureds' obligations to pay premium to the Insurers of such Policies and to account to the Insurers for the Insurers' share of any **Recoveries**.

For the purposes of establishing if the Maximum Liability applicable to each Individual Maximum Liability Policy or the Policy Maximum Liability or the Original Subgroup (XX) Maximum Liability or the Increased Subgroup (XX) Maximum Liability, as applicable, has been exceeded, any amounts relating to premium and losses will be converted into the Currency of the Master Agreement ruling at the date the Insurers of the Subgroup (XX) Policies agree in writing to that a claim submitted under the Subgroup (XX) Policies is a valid claim.