

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 Preferential payments Endorsement - 356CPP01

保單條款

108 年 11 月 01 日裕利安宜 108 發字第 0142 號函備查

Preferential payments Endorsement

The provisions of this Endorsement will apply only with respect to **Buyers** located in **(Name of region or country)**.

In the event that you receive a request to return an alleged preferential payment(s) as defined under the relevant bankruptcy code ("Preference"), involving a **Buyer** covered by the **Policy**, you may file, during a current Insurance Period, a claim to be processed against this **Policy** in effect on the date of **Insolvency**, subject to the following provisions:

1. the loss relates to debts covered under the **Policy**;
2. you fulfilled all your **Policy** obligations with respect of the above mentioned debts;
3. when receiving the payment from the **Buyer** you were not aware of any information about a potential insolvency procedure against the **Buyer**;
4. the **Policy** must have been maintained continuously from the date the goods were **Despatched** or services were **Provided** (with respect to the invoices that constitute the Preference) through to the date the request to return the Preference is made;
5. the request to return the Preference must have been made within:
 - 5.1. **(Number of month) (XX)** months from the date of the **Buyer's Insolvency** if the

Buyer is located in Australia; or

- 5.2. **(Number of month) (XX)** months from the date of the **Buyer's Insolvency** in all other countries;
6. the Preference relates to original invoices which are dated not more than **(Number of month) (XX)** months prior to the date of the **Buyer's Insolvency**;
7. you must:
 - 7.1 immediately acknowledge receipt of the formal notice of Preference by registered mail (return receipt requested);
 - 7.2 refer the matter to legal counsel for action; and
 - 7.3 advise us immediately in writing of such notice;
8. your legal counsel must assert and pursue in a timely manner, all defences allowed by the bankruptcy code and pursue any other legal remedies that may be applicable;
9. you must inform us of all actions taken to defend, or otherwise, regarding the Preference and secure our written approval of such action;
10. in the event that:
 - 10.1 a judgment, court order or similar instruction directs the return of the Preference;
or
 - 10.2 your counsel recommends a negotiated settlement,

with our written permission, payment may be made by you to the insolvent estate of the **Buyer** or to any office holder of insolvency practitioner acting on its behalf, provided that the judgment, court order or similar also permits the filing of an amended proof of claim unless otherwise agreed to by you with our prior consent;
11. if additional monies are due to you from us, you must file with us a claim form along with supporting statements of account reflecting those invoice and payment dates which are the subject of the preferential action along with any information surrounding the despatch or payment with the **Buyer**.

In the event the foregoing provisions are satisfied, and provided you have not waived any subrogation rights due to us without our consent, the amount paid to the **Buyer's** insolvent estate shall be considered as contributing to an **Insured Debt** under the **Policy** as at the date of the **Insolvency**.

A loss payment, if any, in respect of your claim for a Preference, shall be processed within the provisions of this **Policy** then in effect.

For the avoidance of any doubt, this Endorsement covers only Preference in respect of invoices you have issued since the Endorsement has been introduced.