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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 WP

### Beneficiary Entity Endorsement - CBEN01

#### 保單條款

108 年 12 月 01 日裕利安宜 108 發字第 0168 號函備查

#### Beneficiary Entity Endorsement

You and we agree that:

1. Where used in this Endorsement:

- 1.1 "Subsidiary" means a company or entity controlled by you or which is under your common control where "control" means ownership directly or indirectly of more than (specific percentage) (XX%) of the voting share capital (collectively "Subsidiaries");
- 1.2 "Agreement" means a legally valid written agreement entered into between you and a **Subsidiary** pursuant to which you agree to purchase receivables from that **Subsidiary** in respect of goods sold and **Despatched** and/or services **Provided** by that **Subsidiary** to a **Buyer** located in a country covered under your **Policy**, without recourse to that **Subsidiary** if an event of loss occurs; and
- 1.3 "Turnover of Subsidiaries" means the total invoice value of all goods a **Subsidiary** has **Despatched** and/or services a **Subsidiary** has **Provided** to **Buyers** during the Insurance Period stated in the Special Terms.

2. Subject to the General Terms and Conditions as amended by this Endorsement, the **Policy** will also cover indebtedness arising out of an **Agreement**, which relates to

goods **Despatched** and/or services **Provided** to a **Buyer** by a **Subsidiary** during an Insurance Period, subject to the following provisions:

- 2.1 before you submit a non-payment notification under this endorsement, you must have had properly assigned to you, all of the debt owed to the **Subsidiary** by the relevant **Buyer**, and before the claim is paid you must be able to transfer to us all of the **Subsidiary's** rights, claims and defences against the **Buyer**, arising in respect of goods **Despatched** and/or services **Provided** by the **Subsidiary** to the **Buyer**; with all appropriate evidence;
- 2.2 the terms of payment for goods **Despatched** and/or services **Provided** to the **Buyer** by the **Subsidiary**, are not more favourable than the **Maximum Terms of Payment** specified in the **Special Terms**;
- 2.3 you must have a valid **Approved Limit** on the **Buyer** at the date the receivables are purchased by you in accordance with the **Agreement**;
- 2.4 goods supplied and/or services provided by the **Subsidiary** will for the purpose of this **Policy** be deemed to be goods sold and **Despatched** and/or services **Provided** by you;
- 2.5 goods will be deemed to be **Despatched** and services will be deemed to be **Provided** on the date of the notification to you by the **Subsidiary** of the purchase of the consequent receivables by you in accordance with the **Agreement**;
- 2.6 the **Buyer** will discharge his liability in respect of an **Insured Debt** by payment to you or the **Subsidiary**;
- 2.7 any **Recoveries** received or held by a **Subsidiary** in respect of an **Insured Debt** will be deemed to be **Recoveries** received or held by you;
- 2.8 any knowledge or belief of the **Subsidiary** in respect of a **Buyer**, any debt owed to the **Subsidiary** by this **Buyer**, an **Insured Debt** or any other matter material to this **Policy** will be deemed to be knowledge or belief received or held by you;
- 2.9 any act or omission by the **Subsidiary** in respect of a **Buyer** subject to an **Agreement** or an **Insured Debt** is deemed to be your act or omission. Further any failure by the **Subsidiary** to take all practicable measures available to prevent any loss arising or to minimize any loss which does arise is deemed to be a failure by you;

2.10 in addition to your **Turnover** you must also declare the **Turnover of Subsidiaries** and pay premium for the **Turnover of Subsidiaries** in accordance with the premium provisions of the **Policy**; and

2.11 the first paragraph of Section 4.01 (Declaration of **Turnover**) of the General Terms and Conditions is cancelled and replaced by:

3. In respect of your **Turnover**, you must declare to us using our forms the aggregate value of your **Turnover** for each country specified in the **Special Terms**, within the Period for **Turnover** Declaration specified in the **Special Terms**.
4. In respect of the **Turnover of Subsidiaries**, you must declare to us using our forms the aggregate value of the **Turnover of Subsidiaries** for each country specified in the **Special Terms** within the Period for **Turnover** Declaration specified in the **Special Terms**.