

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 CA Preferential Payment Endorsement

## 保單條款

107年08月31日裕利安宜107發字第0015號函備查

## **Preferential Payment**

- 1. It is agreed that cover is extended to include the losses you sustain due to the return of any part of a Preferential Payment which you are legally obliged to pay.
- 2. For the purpose of this endorsement "Preferential Payment" means any payment received by you in respect of an insured receivable resulting from goods or services Supplied to a Buyer prior to its Insolvency which is reclaimed by the insolvency practitioner or other similar official appointed over the Buyer under the Preferential Payment provisions specified by the law applicable in the Buyer's country.
- **3.** For the purpose of this endorsement the event of loss under the Policy will be when the Buyer has become Insolvent. The date of loss will be the date you return any part of a Preferential Payment which you are legally obliged to pay.
- **4.** With respect to this endorsement, a receivable relating to the Preferential Payment is insured if:
  - a. that receivable was insured under the Policy,
  - b. the Policy and the Preferential Payment endorsement have been maintained continuously from the date the goods or services have been Supplied through to the date the request to return the Preferential Payment is made, and
  - c. the request to return the Preferential Payment has been made within [XX] months from the date of the Buyer's Insolvency, unless otherwise endorsed to the Policy, and

- d. the Buyer is located in the following countries: [Country 1, Country 2, Country 3...]
- **5.** To remain covered under this endorsement, you must :
  - a. report to us in writing within [XX] days of receiving the request to return a Preferential Payment, and
  - b. immediately initiate and pursue any reasonable legal remedy and/or defence available in law against the Preferential Payment, and consult with us regularly on the actions taken.
- **6.** To make a claim under this endorsement you need to file a Claim and Collection form, or provide the relevant supporting documents in the event you have already made a claim in respect of this Buyer, within [XX] days from the date of loss.
- 7. We will assess any claim related to this endorsement in line with section 11 of the General Terms and Conditions of the Policy. Claim Payments are allocated to the Policy Period on the basis of the date the goods or services were Supplied.
- **8.** We will make your Claim Payment with respect to the Preferential Payment within <a href="[XX]">[XX]</a> days from the day we receive your completed Claim and Collection form and any additional documents or information we may reasonably request.
- **9.** 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.