

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

Indemnification of Collection Costs Endorsement - 328IC01

保單條款

108 年 03 月 29 日裕利安宜 108 發字第 0007 號函備查

Insured Debt

Indemnification of Collection Costs Endorsement

You and we agree that provided that:

1. you mandate the collection service provider specified in the Special Terms to collect outstanding debts, or

2. we have given our prior written approval; and

2.1 the amount of collection and legal costs is evidenced by invoices rendered to you by an (Insured's Name) Group entity, or an (Insured's Name) Group affiliate, or the Supplier, or a correspondent factor, or a debt collection agency, or a solicitor; and

2.2 the costs are incurred by you to recover payment of a Buyer's undisputed debt in respect of any Insured Debt; and

the Insured Debt at the date we receive your Non Payment Notification exceeds any Excess applicable to the Policy as specified in the Special Terms,

then, we will contribute to a share of the collection fees and legal costs, calculated as follows:

Contribution = (collection fees + legal costs) x Total Debt at the **Date of Crystallisation**

The term "Total Debt" above refers to the total amount of debt (both Insured Debt and uninsured debt) that is owed to you or the Supplier by the Buyer pursuant to the Factoring Agreement.

We will not contribute to your administrative costs and expenses.

Our contribution shall be considered an insurance benefit which has to be taken into account while calculating the loss ratio of the Policy.



In the event that you are required to contribute to any legal costs incurred by us, you will only be liable for such legal costs provided that:

- the parties have entered into prior agreement to the relevant contribution arrangements;

- you have given your prior written approval; and
- the amount of legal costs is evidenced by invoices rendered to us by relevant solicitors;

For the avoidance of doubt, in any event you shall not be required to contribute to any collection or legal costs incurred by us after we have paid the relevant indemnity to you pursuant to Clause 3.03 of the General Terms and Conditions if the debt recovery actions concerned are conducted in our name and do not seek to recover any uninsured debt.