

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

## Retention of title Endorsement - CROT02

保單條款

108年05月31日裕利安宜108發字第0063號函備查

## Retention of title Endorsement

You and we agree that;

1. For the purpose of this Endorsement:

1.1 "Contract" means a legally valid and enforceable agreement between you and a Buyer for the sale and Despatch of goods by you to that Buyer.

1.2 "Retention of Title Clause" means a clause that;

1.2.1 is legally valid and incorporated into your Contract with a Buyer; and

1.2.2 states that title to the goods being sold and Despatched by you will only pass to a Buyer when you have received payment in full in respect of those goods being sold and Despatched and all other goods you have sold and Despatched or agreed to sell to the Buyer.

2. If your Contract relates to goods being sold and Despatched to a Buyer then we are not liable for any indebtedness owed to you by that Buyer unless;

2.1 that Contract has a Retention of Title Clause; and

2.2 you have satisfied to us that you have taken all reasonable efforts to enforce your rights under that Retention of Title Clause in the event of a loss relating to that Buyer.



3. Notwithstanding the above, provided that you have given us evidence which satisfies us that;

3.1 the Retention of Title Clause is not legally recognised or is otherwise ineffective and unenforceable in the country of the Buyer; or

3.2 you have used your best endeavours to incorporate a Retention of Title Clause into your Contract with a Buyer,

then we will not avoid liability under the Policy for your inability to;

- have such a Retention of Title Clause incorporated into that Contract; or
- enforce your rights under that Retention of Title Clause.