

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。

## Fuler Hermes Credit Insurance CA

## Shipment to third parties and political risk Endorsement - B

## 保單條款

108 年 08 月 30 日裕利安宜 108 發字第 0114 號函備查

Shipment to third parties and political risk Endorsement

- Where the *Policy* provides cover for losses due to the occurrence of a *Political Risk*, it
  is agreed that cover under the *Policy* is extended to include losses you sustain from
  unpaid insured receivables due to the occurrence of any *Third Country Risk* where you
  have *Supplied* goods or services to a *Third Country*.
- 2. The event of loss under this endorsement will be the occurrence of a *Third Country Risk* (the date of loss will be the expiry of the relevant *Waiting Period*).
- Cover under this endorsement only applies when the *Third Country* is specified in a *Permitted Limit* endorsement issued by us or the Risk Service Provider.
- **4.** For the purpose of this endorsement:
  - a. "Third Country" means a country which is not your Buyer's country,
  - b. "Third Party" means a legal entity which is not your Buyer.
  - c. "Third Country Risk" means the non-payment of all or part of an insured receivable due to the occurrence of any of the following events:
    - i. a law or a measure having the force of law, which is enacted or enforced before the expiry of the *Maximum Extension Period*, which prevents a *Third Party* or your *Buyer* outside its country from legally converting local currency into the required currency for payment and/or from effecting transfer of payment to you. An



- event of loss will be deemed to occur if (i) your *Buyer* has made a local currency deposit for your account in a bank or other government authorised depository prior to the expiry of the *Maximum Extension Period* and (ii) the application for transfer of these funds to you has been refused,
- ii. an intervention is made by the government in the *Third Country* before the expiry of the *Maximum Extension Period* which legally prevents payment of the insured receivable by your *Buyer*,
- iii. an act of confiscation, expropriation, nationalisation, seizure, requisition, or willful destruction of the goods **Supplied** is made by the government of the **Third Country** before the expiry of the **Maximum Extension Period**,
- iv. an event of war, civil war, rebellion, revolution, insurrection, or other civil disturbance occurs in the *Third Country* after the date the goods are *Supplied* but prior to the expiry of the *Maximum Extension Period* which directly prevents either (i) the goods being delivered or (ii) payment of the insured receivable by your *Buyer*; an event of loss will be deemed to occur when any such event arises, or
- v. an event arising out of natural causes which no human intervention could have prevented by reasonable care or foresight, which directly prevents payment of an insured receivable by the *Buyer* before expiry of the *Maximum Extension Period*.
- d. "Waiting Period" means the relevant period specified in the Permitted Limit endorsement issued by us or the Risk Service Provider which starts on the date on which you file a completed Claim and Collection form, and
- e. the definition of "State of Default" is extended to include you becoming aware of the occurrence of any Third Country Risk.
- 5. For the avoidance of doubt the goods or services **Supplied** to the **Third Party** will be deemed to be **Supplied** to the **Buyer** by you.
- **6.** In the event of a loss under this endorsement:
  - a. you must file a *Claim and Collection Form* within [XX] Claim Filing period (Days) days after the occurrence of the relevant *Third Country Risk*, and
    - b. we will make your **Claim Payment** within [XX] Claim Payment period (Days) days from the later of (i) expiry of the relevant **Waiting Period**, or (ii) the date we receive your completed **Claim and Collection form** and our receipt of any additional documents or information we may reasonably request.



7. 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.