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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 WFP

### Period of Agreement Termination Waiver Endorsement -

328PATW02

#### 保單條款

108 年 11 月 01 日裕利安宜 108 發字第 0152 號函備查

#### Period of Agreement Termination Waiver Endorsement

You and we agree that:

1. For the purpose of this Endorsement:

1.1 "Scope Policies" means collectively the **Policies** specified in the Table below:

Policy Number	Name of Insured

Individually, each of the Scope Policies will be referred to as a Scope Policy.

1.2 "Special Terms" means the **Special Terms** attaching to the Scope Policies;

1.3 "First Period" means the Insurance Period (DD/MM/YYYY) to (DD/MM/YYYY);

1.4 "Second Period" means the Insurance Period (DD/MM/YYYY) to (DD/MM/YYYY);

1.5 "Period" means either the First Period or the Second Period. Collectively the "Periods";

- 1.6 “First and Second Periods” means the combined First Period and Second Period.
- 1.7 “Insurers” means the Insurers of the Scope Policies;
- 1.8 “Insureds” means the Insureds under the Scope Policies; and
- 1.9 “Scope Policies Minimum Premium” means the total amount of all Minimum (excluding any taxes) applicable to the Scope Policies for the First and Second Periods;
- 1.10 “Scope Policies Losses” means the total amount of:
- claims paid or payable; and
  - our estimate of the potential claims on **Buyers** subject to a non-payment notification.

(after taking into account any **Recoveries** already realised as at the date of calculation of Scope Policies Losses) under the Scope Policies for the First and Second Periods;

- 1.11 “Scope Policies Premium” means the aggregate of the Scope Policies Minimum Premium or the premium paid whatever is higher (excluding any taxes) for each Period and the aggregate premium paid under the Scope Policies for any additional maximum liability tranche(s) purchased by the Insureds for each Period in accordance with the “Additional Maximum Liability Endorsement showing on the Special Terms;
- 1.12 “Scope Policies Loss Ratio” means the total amount of Scope Policies Losses when expressed as a percentage of the Scope Policies Premium (excluding any taxes).

2. Section 5.05 (c) of the General Terms and Conditions is deleted and replaced with:

At the end of each Period of Agreement as specified in the Special Terms (the “Period of Agreement”), each Scope Policy will automatically continue for another Insurance Period of **(XX)** months, unless the Insureds or the Insurers give the other written notice of termination at least **(XX)** month before the end of the Period of Agreement. Subject otherwise to the Insurers’ right to terminate the Scope Policies in accordance with Section 5 (Other provisions) of the General Terms or by law, the Insureds and the Insurers agree that there is no right to terminate the Scope Policies as at the end of

any Period prior to the end of the Period of Agreement except that.

- 2.1 the Insurers have the right to terminate the Scope Policies as at the end of the Second Period by giving the Insureds prior written notice not later than (date), if the Scope Policies Loss Ratio for the First and Second Periods as at (date) is greater than (XX) %.

Where we have given the Insureds notice of termination of the Scope Policies as above, the terms and conditions of the Scope Policies applicable for the Second Period will continue to apply until the expiry of the Second Period.

Notwithstanding the above, the terms and conditions of the (Name of Master or other policies with the Insurers located in other countries) (policy number) applicable for the Second Period will continue to apply until (date); and

- 2.2 the Insureds will have the right to terminate the Scope Policies as at the end of the Second Period by giving the Insurers' (XX) month's prior written notice.