

Zurich Insurance (Taiwan) Ltd

蘇黎世產物保險股份有限公司

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消費者可至本公司總、分支機構、網址查閱或索取書面資訊公開說明文件。

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。



Zurich Trade Credit Insurance Policy (Type B) (蘇黎世產物貿易信用保險(B 版))

980430(98)台蘇保行展字第 125888 號函備查

INSURING AGREEMENT

第一條 保險協定-承保範圍

- 1.1 Subject to the adjustments, exclusions and limitations set forth in this Insurance Policy, the Underwriter shall be liable, and shall pay a Compensation Amount to the Insured as a consequence of the occurrence of a Loss, provided the relevant Date of Loss occurs during the Policy Period and the Loss continues for the duration of the Waiting Period.
- 1.1 本公司依據本保險契約之約定，賠償被保險人因承保事故所致之損失，前述損失應在保險期間發生並持續至等待期間。
- 1.2 The Compensation Amount shall be determined pursuant to Article III herein.
- 1.2 本公司之賠償金額最高以本保險契約第三條條款之約定為限。

COMPENSATION AMOUNT

第三條 賠償金額

- 3.1 Compensation Amount.
- Subject to Article IV Exclusions, to the Limit of Liability for the relevant Coverage Period, and to the Maximum Aggregate Limit of Liability, the Compensation Amount for a Loss shall be the Loss Amount adjusted for the Adjustments specified in Section 3.2, multiplied by the Insured Percentage.
- 3.1 賠償金額：
基於第四條除外事項、各賠償限額以及最大累積賠償限額，本保險契約損失之賠償金額計算如下：損失金額（經 3.2 中規定之理算）乘以承保比例。
- 3.2 Adjustments.
- In determining the Compensation Amount, the following Adjustments (the "**Adjustments**") will apply:
- (a) The Loss Amount shall be reduced by the following (i) any amount received by the Insured from the Obligor or any other source on account of the Loss, (ii) any amount which the Obligor is entitled to credit to its own account by way of set-off or counter-claim against the Insured under the Insured Transaction, (iii) any amount which the Insured is entitled to appropriate as, or towards, payment of the Loss Amount.
 - (b) In the event of a Loss, if

(i) the Insured or any of its subsidiaries or affiliates has provided the Obligor with financial accommodation which is substantially similar in its terms and nature to the Insured Transaction and which is not insured by the Underwriters, and
(ii) subsequent to the occurrence of a Loss, the Insured receives a payment on that uninsured financial accommodation, then in determining the Compensation Amount, the Underwriters may deem such payment to apply to the Insured Transaction and the uninsured financial accommodation in the same proportion that each bears to the aggregate total outstanding amounts of those obligations as of the Date of Loss, and may reduce the Compensation Amount accordingly

3.2 理算

要決定合適的賠償金額需經過以下步驟：

- (a) 損失金額需扣除以下各項(i)任何因此損失而自債務人或其他來源得到之補償
(ii) 債務人有權藉由沖銷的方式記入貸方的金額或針對此項承保交易，債務人提出反訴的部份(iii)任何被保險人應提撥分擔、或作為支付用途的金額
- (b) 在損失事件中，若(i)該被保險人或其子公司或分支單位已提供債務人貸款（與承保之交易本質上相似但未經保險公司承保）且(ii)在損失發生後，被保險人收到債務人返還之未投保貸款部分，則在決定賠償金額時，本公司得將此款項依承保交易和未承保貸款之預定支付日期順序視為承保部份金額之返還，故可將此金額於賠償金額中扣除。

EXCLUSIONS

第四條 除外事項

4.1 Exclusions

The Underwriter shall not pay a Compensation Amount for any Loss which is caused directly or solely by any of the following (the "**Exclusions**"):

- (a) the material breach by the Insured or its representative of the terms of this Insurance Policy, a material misrepresentation by the Insured under this Insurance Policy or in its Application for Insurance, or the Insured or its representative engaging in any wrongful or criminal activities;
- (b) the Insured or its representative in some manner inducing the Obligor to default under the Insured Transaction, or provoking the Host Country Government to the extent it takes action that causes the Obligor to default under the Insured Transaction;
- (c) nuclear reaction, nuclear radiation or radioactive contamination, or the dispersal or application of pathogenic, toxic or poisonous biological or chemical elements, under any circumstance, including, but not limited to (i) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, or (iii) any weapon employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter, or pathogenic, toxic or poisonous biological or chemical elements;
- (c) the insolvency, bankruptcy or financial default of the Insured;
- (d) the material default by the Insured (or any agent, subcontractor or co-contractor of the Insured) in the performance of its obligations under the Transaction Documents, except where such material default results directly from specific action taken by the Host Country Government in relation to the Insured and the Insured Transaction, or results directly from a default by the Obligor in the performance of its contractual

- obligations under the Transaction Documents;
- (e) the material default by the Exporter (or any agent, subcontractor or co-contractor of the Exporter) in the performance of its contractual obligations to the Obligor;
 - (f) any dispute between the Insured and the Obligor, or the Obligor and the Exporter until resolved in accordance with the dispute resolution provisions of the relevant contractual documents or otherwise to the satisfaction of the Underwriter;

4.1 除外事項

本公司對於直接或單獨因以下事件引起的損失不負賠償責任：

- (a) 被保險人或其代理人違反本保險契約約定之條件，被保險人對於投保條件或要保書有錯誤之陳述，或被保險人或其代理人從事任何不法或犯罪之行為。
- (b) 被保險人或其代理人蓄意引誘債務人、或引發風險所在國政府之行動，導致債務人在承保交易中違約。各種原子反應引起之損失、放射線輻射及放射能之污染、各種疾病之傳播、生化或化學毒素之污染包含但不限於以下各項：(i) 核廢料或容器所致之離子化反應(ii) 輻射、中毒、爆炸或其他與核電廠、核物質相關之危險 (iii) 各式核子武器或其他輻射武力、生化毒素等等。
- (c) 被保險人之無力清償、破產或其他財務拖欠。
- (d) 被保險人在執行本保險契約義務時有實質的瑕疵產生的重大違約行為(或任何被保險人之代理人、承包商或次承包商)除非此瑕疵係直接因債務人國政府採取之行動所造成或直接因債務人違反此保險契約規定之義務。
- (e) 與債務人具契約關係的出口商(或其代理人、承包商、共同承包商等)發生重大違約而無法執行合約規定。
- (f) 任何被保險人與債務人之間(或債務人與其出口商)的爭議，除非提供雙方和解之決議文件或經本公司同意後方可賠償。

CLAIMS AND SUBROGATION

第五條 索賠與代位

5.1 Submission of a Notice of Loss

In the event of the occurrence of a Loss, the Insured must, within thirty(30) days of such occurrence, submit to the Underwriter a written Notice of Loss advising of the occurrence of the Loss and an estimation of the Loss Amount. Following receipt by the Underwriter of the Notice of Loss, the Underwriter and the Insured will communicate with each other with respect to the circumstances surrounding the Loss, and the Insured shall provide to the Underwriter all information the Underwriter may reasonably request with regard to these circumstances.

5.1 損失通知之提交

被保險人應於知悉損失發生之三十日內，提供索賠申請書及損失清單給本公司。當本公司收到損失通知後，雙方得依損失情況作進一步評估，且本公司有權要求被保險人提供所有合理之相關資訊。

5.2 Submission of a Claim

- (a) Following the expiry of the Waiting Period, the Insured may submit a Claim which must state the Loss Amount and demonstrate to the satisfaction of the Underwriter (i) that the Loss occurred and has continued for the duration of the Waiting Period, (ii) the calculation of the Compensation Amount being claimed, reflecting the Adjustments applicable as at the date of the submission of the Claim, (iii) that no Exclusion applies, and (iv) that there has been no breach of any of the terms and conditions of the Insurance Policy. A Claim may be submitted at any time following the expiry of the Waiting Period, but in no event later than six (6) months from the last day of the Waiting Period.

- (b) Notwithstanding any other provision of this Insurance Policy, if a Loss occurs, then at any time after the Date of Loss the Underwriter may demand the submission of a Claim. As a pre-condition to the payment of any Compensation Amount following such demand, the Insured must, within ten (10) working days of the demand, satisfy the assignment and subrogation requirements of Section 5.7 herein. A failure of the Underwriter to demand, or the delay in demanding the submission of a Claim shall not be deemed as a waiver of the rights of the Underwriter to do so, nor as a waiver of other rights or remedies.
- (c) The Insured must provide any additional evidence necessary to prove the Claim. If the Insured does not provide such additional evidence within six (6) months of the date of the request, then the Underwriter may deem the Claim withdrawn and shall not pay the Compensation Amount and the Insured shall not submit another Claim based upon the same Loss.
- (d) The responsibility for proving a Claim under this Insurance Policy shall at all times rest with the Insured.

5.2 索賠申請

- (a) 在等待期間滿期後，被保險人可提出一份包含損失金額的索賠申請並確認此索賠符合下列要件：(i)損失確認已發生並持續於等待期間內 (ii)索賠金額已經過本保險契約規定調整 (iii) 不適用任何除外事項(iv)不違背任何本保險契約之規定。索賠申請並應於等待期間到期後六個月內提出。
- (b) 不論本保險契約其他條款如何規定，在保費已繳交的先決條件下，當有損失發生時，本公司得於損失發生後任何時間要求被保險人提出索賠申請。被保險人必須於收到要求的十個工作日內完成本保險契約條款 5.7 之規定。但本公司未要求或延遲要求被保險人提出索賠申請，不得視為本公司放棄此項要求或其他相關權利。
- (c) 被保險人需於提出索賠申請後六個月內提供損失的相關證明文件。若被保險人逾期未提供文件，本公司得視此索賠申請已撤回，而不必給付賠款。被保險人並不得針對此同一損失事件提出另一索賠。
- (d) 無論任何時間點，被保險人有提出索賠申請的責任。

5.3 Determination of the Validity of a Claim

The Underwriter shall make a determination regarding the Insured's Claim promptly following the date upon which the Underwriter has received all evidence necessary to prove the Claim.

5.3 理賠正當性之決定

本公司應在收到被保險人提供之所有必要文件後儘速決定此索賠是否符合賠償給付條件。

5.4 Payment of Compensation Amounts

If there has been no acceleration of all or part of the Insured Transaction by the Insured, payment of a Compensation Amount for a Loss will be made within thirty (30) days of the later of (i) the Underwriter calculating the Compensation Amount, or (ii) the expiry of the relevant Waiting Period.

5.4 賠償金額的給付

若無來自被保險人對承保交易全部或部分的催收，賠償金額應於 (i) 本公司計算出賠償金額或(ii)等待期間到期，以前述較晚發生者發生後之三十天內給付。

5.5 Acceleration by the Insured

If the Insured accelerates all or part of the Insured Transaction in accordance with the Transaction Documents:

- (a) A default by the Obligor on a payment obligation arising from such acceleration shall not give rise to a corresponding acceleration of the Underwriter's obligation to pay Compensation Amounts hereunder. The Waiting Period for the accelerated amount shall commence on the date of such acceleration.
- (b) Compensation Amounts shall be paid in accordance with the Scheduled Payment amounts and Scheduled Payment Dates set out in Exhibit B. The Insured shall be obligated to continue paying premium in accordance with Exhibit A.
- (c) The Underwriter shall have the option, at its sole discretion, to accelerate the payment of any Compensation Amount. The Insured shall be obligated to pay the Underwriter the unpaid portion of the total premium indicated in Exhibit A, which amount shall be credited against and shall reduce such Compensation Amount.

5.5 被保險人之催收

若被保險人需提前收回交易文件記載的全部或部分承保交易金額：

- (a) 債務人因這類催收而無法履行還款，本公司不負賠償責任。催收金額的等待期間應由催收日起算。
- (b) 賠償金額應根據附表 B 約定之預定付款金額及預定付款日為準。被保險人需持續繳付附表 A 所記載之應付保費。
- (c) 本公司可自行決定是否提前給付賠償金額。被保險人有義務支付本公司列於附表 A 上尚未給付之金額。上述尚未給付之金額應於賠償金額中扣除。

5.6 Limitation

The aggregate of all Compensation Amounts paid by the Underwriter under this Insurance Policy shall not exceed the Maximum Aggregate Limit of Liability, regardless of the number of Losses incurred, the number of Claims submitted, or the overall Policy Period.

5.6 限制

本公司於本保單條款下的賠償上限不應超過最大累積賠償限額，不論有多少損失發生、有幾筆賠款通知或有多長的保險期間。

5.7 Assignment and Subrogation

As a pre-condition to the payment of any Compensation Amount, the Underwriter shall be subrogated to, and, if the Underwriter requests, the Insured shall assign to the Underwriter (i) all of the Insured's rights of recovery against any person or organization in respect of the Loss for which the Compensation Amount is to be paid, (ii) all of the Insured's right, title and interest in, and its right to receive, all or part of the Scheduled Payments(s) that is (are) the subject of the Claim, and (iii) all of the Insured's rights under the Transaction Documents or any other document relating to the Scheduled Payments that are the subject of the Claim, including any promissory notes and other security agreements in respect of the Loss for which the Compensation Amount is to be paid. Such assignments or subrogation shall be in proportion to the Loss Amount for which the Compensation Amount is to be paid. If the Underwriter requests assignments, all such assignments shall be free and clear of all claims, defenses, counterclaims, rights of set-off and other encumbrances. The Insured shall not release the Obligor or any other party from their obligations to make Scheduled Payments (or any part thereof) under a Covered Receivable and the Transaction Documents. The Insured shall execute and deliver all instruments and documents and do whatever is necessary to secure such rights for the Underwriter. The Insured shall do nothing to prejudice the Underwriter's rights. To the extent the Underwriter has not requested an assignment pertaining to the Scheduled Payments that are the subject of the Claim, the Insured shall retain legal title to and hold in trust for the benefit of the Underwriter any interest or claim to which the Underwriter is entitled.

5.7 代位

本公司對於被保險人獲得之賠償金額範圍內具有代位請求權，且若本公司要求，被保險

人應讓與下列權利予本公司：(i)所有本公司已支付，且被保險人有權自其他人或團體處追回的賠償金額。(ii) 在理賠範圍內，被保險人享有所有權、或有權收取之全部或部分預付帳款。(iii) 在理賠範圍內，所有交易文件或其他關於預付帳款文件中，與損失相關之所有被保險人之權利。包括同意書、安全性協定等。

此代位求償權需依照損失金額與賠款金額的比例作計算。若本公司要求代位求償，被保險人需確保其權利不受其他抵押、抗辯、反訴、產權負擔等影響，且被保險人不得放棄向債務人或其他人請求給付有關承保之應收帳款之權利。

被保險人應為保障本公司之代位求償權而履行任何必要之手續，執行任何必要之行動。被保險人不應從事任何損害本公司權利之事。在本公司尚未表明是否對預付帳款中在賠款範圍內之金額行使代位求償權前，被保險人不應任意放棄該請求權。

5.8 Recoveries

After the payment of any Compensation Amount hereunder, any sums recovered by the Insured from any source other than the Underwriter, shall be shared between the Underwriter and the Insured in the proportions of the aggregate Loss Amounts shared by each, until the underwriter has completely recovered the following amounts: (i) the Underwriter's expenses associated with the claim and the recovery; and (ii) Compensation Amount; Any excess amount remaining after the Underwriter is made whole shall be paid to the Insured. Any recoveries received by the Insured shall be held in trust for the benefit of the Underwriter.

5.8 追償

在本公司支付賠償金額後，被保險人自任何除本公司以外之處獲得的交易款項的追回均應歸還本公司。其金額以下列各項為限：(i) 本公司於此賠案中付出之費用及追償而產生之費用。(ii) 賠償金額。任何超過本公司已支出之上述款項應歸還被保險人。任何被保險人追回之款項應以本公司之利益為妥善保管。

5.9 Insured's Challenge of the Determination

Any action arising out of this Insurance Policy must be brought against the Underwriter within twenty-four (24) months from the date of the Underwriter's Claim determination or shall be deemed waived.

5.9 被保險人對賠款之疑義

被保險人對本公司賠款之理算有任何疑義者，需於本公司做出賠款決定後二十四個月內提出，否則視為放棄。