华泰财险附加逾期及索赔条件批单

(注册号: C00015431322023040461073)

兹经双方理解并同意,本"保单"项下"逾期及索赔条件"部分调整如下:

第1条"报告程序"(a)"逾期账款"适用下述条款:

每月终了时,就超过约定的"最大延展期间"仍未清偿的所有债务,"被保险人"应通知"本公司",并于每一自然月终了后三十(30)个工作日内向"本公司"提出报告。

第3条"到期日延展"适用下述条款:

未经"本公司"事先书面同意,"被保险人"不得推迟、变更、延长(含任何付款计划的使用)、提前或更改"到期日"。

但是,如果"买方"无能力付款或表示在原始"到期日"不付款,"被保险人"可不经"本公司"事先书面同意而允许"买方"延展"到期日"一次,但不得超过"最大延展期间", 且应符合以下条件:

- (a) "到期日"未载于下列任一文件: 汇票、本票、凭单付款条件、即期跟单汇票、交单付款交易或信用证付款;及
- (b) 延展期间的请求于初始"到期日"前后立即提出。

如果"被保险人"同意按此方式延展,新的"到期日"即成为"保单"适用的"到期日"。 本条款中,"买方"已对付款义务提出书面异议的不视作付款逾期。

第5条"立即通知及理赔申请"适用下述条款:

"被保险人"应于初次将"损失"通知"本公司"后一百八十(180)日内,向"本公司"提 交填写完毕的"索赔申请表"。

签章且填写完整的"索赔申请表"应送达"承保明细表"或批单列明的地址。

第8条"理赔金额计算"适用下述条款:

"损失"应按"损失日期"的时间顺序加总计算"免赔额"(参见"损失日期"定义).

低于"不在保单赔付范围内损失金额"的损失部分,不计入"免赔额"的范围。

针对超过"免赔额"的"损失","本公司"将依"发运"日期时"买方"适用的"信用限额",

按其"承保比例"理赔,但以"保单责任限额"及所适用"国家责任限额"低者为上限。

"买方"为"集团"成员时,"本公司"责任仅以各个实体个别核定的"信用限额"的"承保比例"为限,且该责任不超过就该"集团"核定的总信用限额。

"合同货币"不同于"保单货币"时,其汇率为中国银行"到期日"当日公告的汇率。

"本公司"就每项损失赔付后,保单"责任限额"及其它相关限额随之减少。

当同一索赔涉及两项单独的"保险期间"时,"被保险人"应与"本公司"商讨如何对"索赔"进行分配。若"被保险人"与"本公司"无法就分配达成一致意见,则"索赔"的全部金额应整体分配至大部分"合格发运"所在的"保险期间"。

第11条"追偿额"适用下述条款:

"被保险人"应追索所有可能的"追偿额",并确保"保单"承保的"损失"得到赔偿,并应随时遵循"本公司"给予的合理指示行动。无论在"本公司"对损失赔付前后,本条款同等适用。

"本公司"支付保险金后,所有"追偿额"应立即汇给"本公司",汇前则由"被保险人" 代"本公司"保管。"本公司"收到"追偿额"后,"追偿额"应由"被保险人"与"本公司"按以下方式分配:

- (a) "本公司"应按"承保比例"取得所有追偿金额,直到赔付金额及"本公司"追偿成本已全部获得补偿为止:本条在完成前应与"被保险人"及"本公司"讨论。
- (b) 其它追偿的全部金额应归"被保险人"所有。

对于以"保单货币"以外的其他货币取得的"追偿额",其汇率应为"本公司"的伦敦清算银行于清算资金汇入"被保险人"账户或"本公司"账户(直接向"本公司"支付的情况)之日提供的汇率。

本"保单"其他条款和条件保持不变。

Overdues & Claims Conditions

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It is understood and agreed that Overdues & Claims Conditions shall be amended as follows:

Item 1 (a) within Overdues & Claims Conditions shall be amended as follows:

The Insured shall notify the Company of all debts overdue by more than the Maximum Extension Period as at the end of each month, by providing a report thereof within thirty (30) working days of the end of each month.

Item 3 within Overdues & Claims Conditions shall be amended as follows:

The Insured shall not postpone, reschedule, extend (including by the use of payment plans), accelerate or otherwise change any Due Date without the prior written consent of the Company. However, in the event that a Buyer is unable or unwilling to make a payment on the original Due Date, the Insured may grant without the prior written consent of the Company one postponement to the Buyer for a period not exceeding the Maximum Extension Period, provided that:

- (a) the Due Date is not evidenced by any of the following: bill of exchange, promissory note, cash against documents terms, documentary sight draft, documents against payments transaction or payment under a letter of credit; and
- (b) the request for extended terms is made shortly before or after the original Due Date.

In the event of the Insured agreeing to a postponement in this way, the new Due Date shall become the Due Date for all purposes under the Policy.

Payment obligations that are disputed by the Buyer in writing will not be considered overdue for the purpose of this clause.

Item 5 within Overdues & Claims Conditions shall be amended as follows:

The Insured shall submit to the Company a completed Claim Form within one hundred and eighty (180) days of first notifying the Company of the Loss.

The signed and completed Claim Form should be delivered to the address listed in the Policy Schedule

Item 8 within Overdues & Claims Conditions shall be amended as follows:

Losses shall aggregate towards the Deductible in chronological order according to Date of Loss.

Any Loss which is less than the Non-Qualifying Loss Amount is excluded from the Policy and shall not be taken into account in applying the Deductible.

The Company will pay the Insured Percentage of the Credit Limit applicable for the Buyer on the date of Shipment in respect of Losses in excess of the Deductible, up to the Policy Limit of Liability and any applicable Country Limit of Liability, whichever is the lesser.

Where a Buyer is part of a Group, the Company's liability shall be limited to the Insured Percentage of the Credit Limit approved individually for each entity, up to but not exceeding the approved aggregated credit exposure limit for the Group.

Where the Contract Currency is other than Policy Currency, the rate of exchange shall be the rate as offered by Bank of China on the Due Date.

Each payment made by the Company of a Loss hereunder shall reduce the Policy Limit of Liability and all other applicable limits by the amount of each payment.

In the event of a Claim which is split over two individual policy periods, then the Insured and Company will discuss how this Claim is to be allocated. If the Insured and Company are unable to come to agreement on the allocation, the full amount of the Claim will be allocated to the Policy Period in which the majority of the Eligible Shipments occurred.

Item 11 within Overdues & Claims Conditions shall be amended as follows:

The Insured shall pursue any available Recoveries and shall secure compensation for any Loss insured under the Policy and at all times shall act in accordance with all directions as the Company shall reasonably give. The provisions of this Condition shall apply equally before and after payment of a Loss by the Company.

After payment of a claim by the Company, any Recoveries shall immediately be remitted to the Company and until so remitted shall be held in trust by the Insured for the Company. After receipt by the Company, Recoveries shall be divided between the Insured and the Company as follows:

(a) The Company shall receive the Insured Percentage of all amounts recovered until the amount of the payment of the Loss and the Company's cost of recovery have been fully reimbursed.

This is to be discussed with the Insured and Company before completion.

(b) All further amounts recovered shall be for the benefit of the Insured.

For any Recoveries received in a currency other than Policy Currency, the rate of exchange shall be the rate as offered by the Company's London clearing bank on the date that cleared funds are received into the account of the Insured, or of the Company where paid directly to the Company.

This Policy remains unchanged in all other terms and conditions.