

华泰财险附加债务确认批单

(注册号: C00015431322023040461013)

兹经双方理解并同意,本“保单”项下定义 5.“**债务确认**”应指:

在“无清偿能力”的情况下,是指:

- a) 依据“买方国家”现行有效的规定,由破产程序中的财产受托人、清算人或类似人员对“买方”破产财产中“买方”欠“被保险人”的金额出具的书面确认;或者
- b) 由接管人、行政接管人、指定代表人或具有类似职能的主体对“买方”账簿在其任命日当天所显示“买方”对“被保险人”仍未清偿的金额进行书面确认。

在“不履行债务”的情况下,是指:

- c) 对“买方”交易行为有管辖权的法院或仲裁机构做出的“被保险人”胜诉的终审判决或者终局裁决,且需要有“本公司”认可的证明“被保险人”已经采取措施要求强制执行该判决或裁决的证据。
- d) 若“被保险人”未能取得胜诉的外部判决或裁决,在“被保险人”可以证明已经提交强制执行申请并记录在案且已采取所有合理措施以取得裁决的情况下,是指“买方”出具的尚未清偿“被保险人”已到期款项的书面确认文件。

若(c)或(d)均无法满足,则“本公司”将接受“被保险人”证明存在未清偿债务的书面证据。“本公司”对是否接受此种证据有完全的自由裁量权,但不得无故拒绝接受“被保险人”的此种证据。

本“保单”其他条款和条件保持不变。

Confirmation of Debt

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It is understood and agreed that 2. Definition 5 Confirmation of Debt shall mean the following:

In the case of Insolvency:

- a) written confirmation from the trustee in bankruptcy, liquidator or equivalent (as may be required by regulations in force in the Buyer's Country), of the amount ranking against the insolvent estate of the Buyer in respect of amounts owing to the Insured; or
- b) written confirmation as at the date of appointment from the receiver, administrative receiver, nominee or equivalent (as may be required by regulations in force in the Buyer's Country), of the amount shown as due to the Insured in the financial records of the Buyer.

In the case of Default:

- c) a final and unappealable judgment or arbitration award in favour of the Insured from the appropriate court or arbitration tribunal having jurisdiction over the Buyer's business and evidence to the Company's satisfaction of action which the Insured has taken to enforce the judgment or award.
- d) If the Insured is unable to obtain external judgement or award in their favour, written acknowledgement from the Buyer that the outstanding amounts are due to the Insured, provided that the Insured can evidence the enforcement application was logged and all reasonable steps were taken to obtain the award.

If neither of (c) or (d) can be satisfied the Company will accept documentary evidence from the Insured demonstrating existence of the outstanding debt. This acceptance will be at the sole discretion of the Company but it is understood that this acceptance shall not be unreasonably withheld.

This Policy remains unchanged in all other terms and conditions.