G13 批单 F

逾期及索赔条件批单 – 苹果

鉴于投保人已支付"保费", 兹经双方理解和同意，全部删除保险合同第五条 "逾期及索赔条件"，并以以下内容替代：

E. 逾期及索赔条件

1.报告程序

(a)逾期帐款

每月月底，"被保险人"应通知"本公司"超过初始"到期日" 九十日（90）仍未清偿的所有债务，并于每一自然月结束后十（10）个工作日内向"本公司"提出报告。

(b)负面信息及潜在损失

"被保险人"知悉的相关信息或情形显示"买方"可能无法履行"买卖合同"或依"买卖合同"无法向"被保险人"支付货款，或得知可合理预期将产生"损失"的情形时，"被保险人"于得知此信息或情形时，无论"买方"支付款项的义务是否逾期，都应立 即书面通知"本公司"。

(c) 应收款项账龄报告

每一自然月结束后二十一(21)日内，被保险人应向"本公司"提出一份应收款项账龄分析报告，报告应包括所有超过人民币等值的美元[XXXX]的应收款项。报告必须以"本公司"可接受的方式呈现。

2. 停止发运

"被保险人"在可合理预期将产生"损失"及致使"买方"成为"无清偿能力"的事件或情形发生后，不得使其出险的风险进一步增加。如"买方"有下列情形，而"被保险人"仍继续"发运"的，"本公司"不承担任何责任：

(a) 对"被保险人"的付款义务未如期履行（无论是否属保险合同的保障范围）且超过"信用调查问卷"第 7(g)i 款所列"停止装运"日期，但依后述第 3 条（"到期日"延展）而延展的除外；及/或

(b) 至依后述第3条（"到期日"延展的规定）延展后的"到期日"仍未付款的。

3."到期日"延展

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"无能力付款或不愿意在初始"到期日"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)"被保险人"不知悉不利于"买方"的信息；及

(c) 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“保险合同”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。

4.“损失”通知

“被保险人”得知“损失”后应立即书面通知“本公司”。

5.立即通知及理赔申请

“被保险人”应于初次将“损失”通知“本公司”后九十(90)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”应送达保险合同或者索赔申请表载明的理赔联系地址。
本公司在收到填写完毕且符合要求的“索赔申请表”包括债务确认后，会在三十日（30） 内通知“被保险人”有关责任和损失金额的决定，“被保险人”必须在任何时候遵循保险合同的承保条件和规定。

6.“债务确认”

“被保险人”应按“本公司”可接受格式，向“本公司”提供“债务确认”。

7. 财产评估及审计人员

“本公司”有权指定独立财产评估及审计人员，就理赔（包含但不限于“债务确认”、理赔金额计算、追偿行动及“催收成本”）所有方面予以查验并向“本公司”提供建议。

8.理赔金额计算

“损失”应按“损失日期”的时间顺序加总计算“免赔额”。

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“保险合同责任限额”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“保险合同货币”时，除了“转让损失”以外,其汇率为“被保险人”将有关“损失”传达于“本公司”当月公告的汇率。“转让损失”的汇率为“被保险人”“等待期到期日”当日公告的汇率。

“本公司”就每项损失赔付后，保险合同“责任限额”及其它相关限额随之减少。

9.赔付

“损失”总额超过“免赔额”时，“本公司”应于作出赔付决定或相关“等待期”结束时（以较晚发生者为准）立即对“被保险人”进行赔付。

10.代位求偿

“本公司”自向“被保险人”赔偿保险金之日起，在赔偿金额范围内代位行使“被保险人”对第三者请求赔

偿的权利。未经“本公司”事先同意，“被保险人”不得放弃“本公司”依法可以享有的任何所有权、利益及权利。

在“被保险人”的权限范围内，“被保险人”不得使“本公司”可代位行使权利的应收款及其它追偿来源受到留置权、担保利益或其它优先于“本公司”的第三人请求权的限制。

11.“追偿额”

“被保险人”应追索所有可能的“追偿额”，并确保“保险合同”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。

本公司支付赔款后，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；

(b) 其它追偿的全部金额应归“被保险人”所有。

以“保险合同货币”以外的货币取得的“追偿额”， 其汇率按该结算资金汇入“被保险人”账户或“本公司”（直接支付“本公司”的情形下）帐户，“被保险人”当日的公告汇率为准。

12.“免赔额”恢复

就“被保险人”自留之任何“损失”相关之追偿金额低于“免赔额”者，应按追偿金额恢复“免赔额”的效力。

13.“催收成本”

本公司会承担“被保险人”向“买方”追索或取得“追偿额”所支出的直接、合理及必要第三方费用，所有超过 (   )美元的费用应事先取得“本公司”的书面授权。“催收成本”如果在(   )美元及以下，“被保险人” 应在合理地切实可行的范围内尽快通知“本公司”。

该金额不得超过按照“承保比例”“本公司”应负担的“催收成本”。当“买方”积欠“被保险人”的总债务超过“信用限额”时，则可以适用“承保比例”的“催收成本”随着“信用限额”占总积欠债务比例的下降而减少。

所有产生的非“保险合同货币”成本应按“被保险人”于“被保险人”支付该成本当日公告的汇率兑换成“保险合同货币”。

对于在“损失日期”因低于“不在保险合同赔付范围内损失金额”的损失所产生的催收成本，“本公司”不予赔偿。

此批单为保险合同的构成部分，仅以本批单内容修改保险合同，其他以保险合同所载的条款和条件为准。

Overdues and claims conditions – Apple

In consideration of the Premium paid, it is hereby understood and agreed that Article E. Overdues and Claims conditions is hereby deleted and replaced in its entirety with the following:

E. Overdues and claims conditions **1.** Reporting procedures (a) Overdue Accounts The Insured shall notify the Company of all debts overdue by more than ninety (90) days after the original Due Date within ten (10) working days of the end of each month. (b) Adverse Information and Potential Losses Where the Insured has knowledge of any information or circumstance which indicates that the Buyer may not be able to perform or comply with their payment obligations to the Insured under a Contract of Sale, or circumstances which may reasonably be expected to result in a Loss, the Insured shall notify the Company in writing immediately upon becoming aware of this information or circumstance, irrespective of whether the Buyer is overdue in any payment obligation to the Insured. (c) Aged Receivables Report Within ( )days from month end, the Insured will provide a detailed summary of the Insured's aged receivables in excess of CNY Equivalent of USD -( ). This report will be presented in a manner that is acceptable to the Company.
2.Cease Shipments The Insured shall not incur any further exposure following the occurrence of an event or circumstances that may reasonably be expected to result in a Loss and to any Buyer that becomes Insolvent. The Company has no liability for further Shipments made to any Buyer: (a)which has become overdue in any payment obligation (whether or not insured under the Policy) to the Insured, beyond the "stop shipments" date specified in section 7 g) i. of the Credit Procedures Questionnaire, unless postponed in accordance with 3. Postponement of Due Date, below; and/or (b)if a payment is not made on a Due Date postponed in accordance with 3. Postponement of Due Date, below.
3.Postponement of Due Date 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 Insured knows no adverse information on the Buyer; and

(c)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.

4.Notification of Loss

The Insured shall notify the Company in writing immediately after becoming aware of a Loss.

5. Prompt Notification and Submission of Claim

The Insured shall submit to the Company a completed Claim Form within ninety (90) days of first notifying the Company of the Loss.

The signed and completed Claim Form should be delivered to: The Company shall advise the Insured within thirty (30) days of its decision with respect to the liability and amount of any Loss following the receipt of a satisfactory, completed Claim Form including a Confirmation of Debt subject at all times to the continued observance of the Policy terms and conditions by the Insured.

6.Confirmation of Debt

The Insured shall provide the Company with Confirmation of Debt in a form satisfactory to the Company.

7.Assessors and Auditors

The Company is entitled to appoint independent assessors and auditors to verify and advise the Company on all aspects of any claim including but not limited to Confirmation of Debt, the calculation of the claim amount, recovery action and Collection Costs.

8.Calculation of Claim Amount

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 for any Loss 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 the Policy Currency, the rate of exchange shall be the Insured’s rate of exchange applicable during the month in which the Loss is communicated to the Company except in the case of Transfer Loss, where the rate of exchange shall be the Insured’ rate of exchange on the date of expiry of the Waiting Period.

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.

9.Payment of Claim

In the event that the aggregate amount of Loss exceeds the Deductible, the Company shall pay the indemnity due to the Insured promptly upon the later of the Company's decision or the end of any applicable Waiting Period.

10.Subrogation

The Company shall, from the date of payment of any losses to the Insured, exercise the Insured’s right to recover the losses from the responsible party up to the paid amount. Without the Company’s prior consent, the Insured shall not waive any legal title, interests or rights to which the Company is or would be entitled.

The Insured shall not permit, insofar as it is within its power, any receivables and/or other sources of recovery to which the Company shall be subrogated to be subject to any lien, security interest, or other third party claim superior to that of the Company.

11.Recoveries

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.

(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 shall be the Insured’s rate of exchange on the date that cleared funds are received into the account of the Insured, or of the Company where paid directly to the Company.

12.Deductible Reinstatement

Amounts recovered in respect of any Loss retained by the Insured below the Deductible shall reinstate the Deductible by the amount of the recovery.

13.Collection Costs

The Company will contribute towards direct, reasonable and necessary third-party costs incurred in pursuing or obtaining Recoveries, provided such costs over and above USD (   ) have been specifically authorised in advance and in writing by the Company. Collection Costs up to and including US$(   ) will need to be advised to the Company as soon as is reasonably practicable.

The amount shall not exceed the Insured Percentage of the Collection Costs and, if the total debts owed to the Insured by the Buyer exceed the Credit Limit, the amount of Collection Costs to which the Insured Percentage may be applied will be reduced in the proportion that the Insured Percentage of the Credit Limit bears to the total debts owed.

Any costs incurred in currency other than Policy Currency shall be converted into Policy Currency at the Insured’s rate of exchange on the date when the Insured makes payment of these costs.

The Company will not contribute towards costs incurred in respect of any Loss which at the Date of Loss is less than the Non-Qualifying Loss Amount.

This Endorsement attaches to and forms part of your Policy, which is amended only as set forth herein. It is otherwise subject to the terms and conditions of your Policy.