

問題 1. 如買家因受 2019 冠狀病毒疫情的影響而未能付款，是否在承保範圍之內？

Q1. If the buyer's non-payment caused by COVID-19 epidemic is under cover?

If my buyer delays or even defaults on payment because it is affected by the country lockdown due to the COVID-19, will my shipments be under cover?

Yes, shipments that have been declared will be under the HKECIC's cover. In that case, the shipments will be under cover under buyer risk, the default event of loss. Any claim will be made, subject to the policyholder's compliance with the policy terms and conditions.

Default is among the events of loss under the HKECIC's insurance covers, and it could be caused by different underlying reasons, including but not limited to buyer's financial difficulty, buyer's slow sales caused by sluggish economic performance amid the COVID-19 epidemic, and etc.

如果我的買家所在國因 2019 冠狀病毒疫情而實施封城措施而導致買家延遲甚至拖欠付款，我的貨物出口是否在承保範圍之內？

是的，已申報的貨物出口將在香港信保局的承保範圍內。在此情況下，該貨物出口屬於買家風險項下的拖欠貨款之損失事件。所有賠償均以保戶能否履行保單的條款及條件為前提。

拖欠貨款是香港信保局保單承保的損失事件之一，它可能由不同的潛在原因引起，包括但不限於買家的財務困難，買家因 2019 冠狀病毒疫情導致經濟不景因而引至銷售緩慢等。

問題 2. 如買家因逾期付貨而拒絕提貨是否在承保範圍之內?

Q2. If buyer's refusal to accept shipment due to late delivery is under cover?

If my buyer refuses to accept the shipments which are late delivered due to country lockdown or other factors caused by the COVID-19 epidemic, will my shipments be under cover?

If the late delivery is caused on the part of the policyholder or its agent including carrier, bank, and etc., the HKECIC will not be liable to any loss related to the shipments concerned. If the late delivery is caused on the part of the buyer or other factors beyond the control of both parties, any claim on the loss will be made, subject to the policyholder's compliance with the policy terms and conditions. In our experience, buyers may raise dispute over its payment obligation in cases of late delivery. In such circumstances, the dispute has to be resolved in accordance with the policy term before the claim can be proceeded.

如因 2019 冠狀病毒疫情引致實施封城措施或其他因素導致逾期付貨，買家因而拒絕提貨，我的貨物出口是否在承保範圍之內？

如果逾期付貨是由保戶或其代理人包括承運人、銀行等所造成的，香港信保局將不承擔有關貨運的任何損失。如果逾期付貨是由買家造成的，或由於其他雙方無法控制的因素，在保戶履行保單的條款及條件為前提下，本局會就損失部分作出賠償。根據本局的經驗，買家可能會因逾期付貨就其付款責任提出爭議。在此情況下，相關爭議必需根據保單條款先行解決，然後有關索賠才能得以繼續審理。

問題 3. 付貨前風險的承保範圍

Q3. Scope of cover for pre-shipment risk

What is the scope of cover for pre-shipment risk?

A policyholder who wants to seek protection for pre-shipment risk needs to take out an insurance policy that provides pre-shipment cover (i.e. the Contract Cover Policy). The policy must be in place before the sales contract to be insured is confirmed. Policyholder will be insured against losses arising directly as a result of a buyer becoming insolvent before shipment or canceling the binding and valid contract which could be due to different underlying reasons including but not limited to slow sales amid the COVID-19 epidemic and etc., provided that the policyholder has fulfilled its obligations under the contract entered into with the buyer and has complied with the terms and conditions of the Policy.

Please note that under the Contract Cover Policy, Policyholder has to export the goods within a period of six months from the date of contract being insured, unless otherwise agreed by the HKECIC in writing.

付貨前風險的承保範圍是什麼？

想獲取付貨前風險保障的保戶，需於訂立有關銷售合同前持有承保付貨前風險的保單，即「綜合合約保單」。如買家在付貨前倒閉或因不同的潛在原因，包括但不限於2019冠狀病毒疫情而導致銷售緩慢等而取消具約束力及有效的合同，令保戶遭受損失，只要保戶已履行與買家訂立之合同上的責任並符合保單的條款及條件，保戶會受到保單的保障。

請注意，根據「綜合合約保單」，除非得到香港信保局的書面同意，保戶必須在受保合同訂立日起六個月內出口有關貨物。

問題 4. 2019 冠狀病毒疫情是否屬於承保範圍

Q4. Applicability of cover for COVID-19 epidemic?

Is the COVID-19 epidemic among the events of loss covered by the HKECIC's insurance policy?

The COVID-19 epidemic, by itself, is not an event of loss under either buyer risk or country risk under the current insurance policies of the HKECIC. However, the pandemic could possibly trigger off different events of loss, for example, buyer's default due to business suspension and tight cash flow; import ban of goods into a buyer's country pursuant to regulation or law of the buyer's country, and etc.

2019 冠狀病毒疫情是否屬於香港信保局承保的損失事件？

2019冠狀病毒疫情本身並不是在香港信保局現行所承保的買家風險或國家風險項下的損失事件。但是，這疫情可能會引發不同的損失事件，例如，由於業務停頓和現金流緊絀而導致買家拖欠貨款或買家所在國按法律或法規，禁止將貨物進口至買家所在國等。

問題 5. 2019 冠狀病毒疫情期間履行保單的條款及條件的義務

Q5. Compliance with the policy terms and conditions in times of COVID-19 epidemic

Shall I still be obliged to observe the policy terms and conditions while business operations in various sectors are being disrupted and buyers may delay on payment, or make urgent requests to extend the payment due date or even change the previously agreed payment term amid the COVID-19 epidemic?

Policyholders are advised to observe the policy terms and conditions to the extent feasible. If policyholders need to make notifications or request to the HKECIC, they may adopt alternative means of communication that best fit their situation amid the COVID-19 epidemic. The HKECIC will closely monitor the situation and take appropriate measures if necessary.

2019 冠狀病毒疫情擾亂各行業的營運，買家可能會逾期付款、或緊急要求延長付款期限或更改之前訂下的付款條款，我是否仍需要履行保單的條款及條件的義務？

本局建議保戶應在可行的範圍內履行保單條款及條件的義務。如有需要，保戶可以採用在 2019 冠狀病毒疫情期間最合乎其情況的通信方式，向本局發出通知或要求。本局將密切留意事態發展，有需要時採取適當措施。

問題 6. 如果收到買家要求更改付款條款或延長付款限期，我應該如何處理？

Q6. What should I do if my buyer requests for change of payment term or extension of due date?

Request made before shipment

If the buyer's request is made before shipment, you need to check whether the new payment term can be covered by the buyer's existing credit limit. If not, you should submit a new credit limit application for the payment term of the credit limit.

Request made after shipment

According to the policy terms, you have the right to extend the due date for payment of any shipment if all the following conditions are fulfilled:

- The buyer made the request in writing,
- the request was made before the due date, and
- the extension period does not exceed 60 days.

If any of the above conditions cannot be fulfilled or the buyer requested to make any less favourable changes to the payment term, you must obtain the HKECIC's prior written approval.

要求在付貨前提出

如果買家在付貨前提出要求，您應核對現有的買家信用限額是否足夠承保(涵蓋)新的付款條款。如不能，你應提交新的信用限額申請以更改信用限額內的付款條款。

要求在付貨後提出

根據保單條款，如符合以下所有條件，您有權自行將付款限期延長一次：

- 買家以書面形式提出要求；
- 該要求在付款限期或之前提出；及
- 延長期限不得超過 60 天。

如未能符合以上任何條件或買家要求改用任何對保戶較為不利的付款條款，您須事先就有關延期獲得香港信保局的書面同意。

問題 7. 我應該何時向香港信保局匯報被買家拖欠貨款？

Q7. When should I report the buyer's non-payment to the HKECIC?

You should inform the HKECIC immediately when:

- you become aware of the occurrence or likely to occur an event of loss such as the buyer was unable to pay the debt or becomes insolvent, or
- any amount remained unpaid for more than two months (one month for HKG buyer)*, or
- the buyer refused to take delivery of the goods or accept the bill of change.

*If you have reasonable ground that the buyer has no intention to settle the shipment, you should inform the HKECIC immediately.

如果您遇上以下情況，應該立即通知香港信保局：

- 獲悉發生或可能發生任何損失事件如買家無法如期償還債務或破產等；
- 超過付款限期後兩個月(如是香港買家，付款限期後一個月)仍未支付貨款*；或
- 買家拒絕提取貨物或承兌匯票。

*如果您有合理依據相信買家沒有付款的意向，應立即通知香港信保局。

問題 8. 買家在付貨後要求減價。如果我接受，是否可以就降價的部分提出索賠嗎？

Q8. The buyer has requested for price cut after shipment. If I accept the request, can I lodge claims on the deduction?

If the price cut is mutually agreed by the policyholder and the buyer, the amount of loss insured by the HKECIC will be based on the newly agreed price.

If the price cut is not agreed by the policyholder, and the buyer still admits its payment obligation but is unable to pay, the policyholder can lodge claim with the HKECIC. Any claim made will be subject to the fulfillment of the policy terms and conditions.

Yet, in the scenario that the buyer disputes its payment obligation and refuses to pay, the policyholder would need to take action, including but not limited to institution of legal proceeding, to resolve the disputes raised by the buyer over its payment obligation according to the terms and conditions under the Policy before the HKECIC can proceed to process the claim application.

如果該減價是由保戶與買家雙方共同協議約定，香港信保局承保的損失數額將為協議後的新價錢。

如果保戶不答應買家的減價要求，但買家仍承認其付款責任，惟未能付款，保戶可向香港信保局提出索賠。任何賠償都取決於保戶能否履行保單的條款及條件。

不過，如果買家就其付款責任提出爭議及拒絕付款，保戶需先按保單的條款及條件採取行動包括但不限於提出法律訴訟以解決買家就其付款責任提出的爭議，香港信保局才能繼續處理有關索賠。

問題 9. 如果買家要求延遲付貨，我應該怎麼辦？

Q9. If the buyer requests to postpone the shipment date, what can I do?

First of all, the policyholder needs to take out an insurance policy that provides pre-shipment cover (i.e. the Contract Cover Policy) before the sales contract to be insured is confirmed in order to have pre-shipment cover for the relevant sales contract.

The policyholder can agree to the buyer's request to postpone the shipment date, given that the goods will be exported within a period of six months from the contract date.

Otherwise, the policyholder has to seek the prior written approval of the HKECIC.

On the contrary, if the policyholder does not accept the request to postpone shipment and the buyer decides to cancel the order, the policyholder can lodge claim with the HKECIC. Any claim made will be subject to the fulfillment of the policy terms and conditions.

Yet, in the scenario that the buyer disputes its payment obligation and refuses to pay, the policyholder would need to take action, including but not limited to institution of legal proceeding, to resolve the disputes raised by the buyer over its payment obligation according to the terms and conditions under the Policy before the HKECIC can proceed to process the claim application.

首先，保戶須於訂立有關銷售合同前持有承保付貨前風險的保單，即「綜合合約保單」，及就有關銷售合同的付貨前風險進行投保。

保戶可接受買家的延遲付貨的要求，如有關貨物仍在受保合同訂立日起六個月內出口。否則，保戶須事先獲取香港信保局的書面同意。

相反，如保戶拒絕延遲付貨的要求而買家最終取消訂單，保戶可向香港信保局提出索賠。任何賠償都取決於保戶能否履行保單的條款及條件。

不過，如果買家就其付款責任提出爭議及拒絕付款，保戶需先按保單的條款及條件採取行動包括但不限於提出法律訴訟以解決買家就其付款責任提出的爭議，香港信保局才能繼續處理有關索賠。

問題 10. 如果買家在疫情爆發期間以不可抗力為理由取消訂單，我可不可以索賠？

Q10. Can I lodge claim if the buyer cancels the order for the reason of force majeure during the Covid-19 outbreak?

Order cancellation by the buyer, which may be caused by different underlying reasons, is under the pre-shipment cover of the HKECIC (please refer to Q9 for the scope of cover for pre-shipment risk).

Policyholder who has fulfilled its obligation under the sales contract with the buyer may lodge claim, and any claim payment will be subject to the fulfillment of the policy terms and conditions.

Subject to the circumstances of each case, policyholder may be required to take different loss minimisation actions including but not limited to instituting legal proceedings against the buyer to claim for the loss caused by the order cancellation.

買家基於不同潛在原因取消訂單都屬於香港信保局付貨前風險的承保範圍(有關付貨前風險的承保範圍，請參閱問題 9)。

經已履行銷售合約項下責任的保戶可向香港信保局索賠，惟任何賠償都以保戶履行保單的條款和條件為前提。

視乎不同個案的實際情況，保戶或會被要求採取不同的減少損失的行動包括但不限於向買家提出法律訴訟以追討因訂單取消而導致的損失。

問題 11. 許多買家因受到 2019 冠狀病毒疫情影響，現金流出現問題而需要推遲付款限期，香港信保局會否因此而撤銷或調低要求延期付款買家的信用限額？

Q11. Amid the negative impacts of the COVID-19 epidemic, many buyers are requesting to extend the payment due date due to cash flow problem. In such case, will the HKECIC cancel or lower the credit limit of whom has made such payment extension request?

The HKECIC will perform risk assessment on the buyer based on its latest conditions e.g. whether the buyer's liquidity problem is a temporary one and the reasons for extension is deemed acceptable, and decide on a case-by-case basis whether the credit limit needs to be cancelled or varied. The HKECIC will continue to engage in active dialogue with policyholders to follow up their needs.

If the credit limit needs to be varied due to buyer's financial difficulty, the HKECIC will inform with policyholders first and notify in writing.

If the buyer is already insolvent or bankrupted, the credit limit will be cancelled immediately. The HKECIC will inform policyholders first and notify in writing.

香港信保局會根據每一個個案的最新情況進行風險評估，例如，資金短缺是否屬短期性質或該延長付款限期要求是否合理等，再釐定是否需要撤銷或調整信用限額。本局會與保戶保持緊密溝通，跟進客戶需要。

如買家已出現財務困難而本局需要調整信用限額，本局會事先與保戶溝通，並以書面通知保戶。

如當買家已無力償還債務或破產，本局會立刻撤銷信用限額。本局會事先與保戶溝通，並以書面通知保戶。

問題 12. 保戶需要為合同項下每一種放帳期申請一個新的信用限額嗎？

Q12. Does policyholder need to apply separate credit limits for each of the credit period under the sales contract?

The policyholder does not need to apply a new credit limit if the credit periods under sales contract do not exceed the approved usance. Furthermore, the credit limit is revolving in nature. When payments are received from buyer, further shipments can go forward under cover.

For example, if the approved usance is 120 days, the credit limit is applicable to any shipments with a credit period less than or equal to 120 days. The HKECIC will charge the premium based on relevant shipments' actual credit period declared, instead of the approved usance in credit limit.

Amid the COVID-19 epidemic, buyers may ask for a longer credit period when placing new orders. Policyholder is invited to submit new credit limit application if the existing approved usance cannot cover the new shipments.

Open account (OA) limit will cover documents against acceptance (DA) and documents against payment (DP) shipments provided that the credit period does not exceed the approved period. Similarly, DA limit will also cover DP shipments. Therefore, if policyholder trades with buyer on different payment terms, policyholder should apply for the most risky one.

若合同項下的放帳期不超過批出的信用限額放帳期，保戶就無需申請一個新的信用限額。此外，信用限額是可「循環使用」，當買家清付貨款後，保戶便可以繼續付貨並得到保障。

舉例說，如果批出的信用限額放帳期為 120 天，該額度將適用於任何放帳期不多於 120 天的交易。本局會根據你申報有關貨運的實際放帳期（而非信用限額放帳期）收取保費。

在 2019 冠狀病毒疫情期間，買家下新訂單時可能要求保戶給予更長的放帳期，若保戶持有的信用限額未能覆蓋新訂立的放帳期，請向本局提出申請。

只要放帳期不超過批出的信用限額，「掛帳」(OA)的信用限額亦可承保「承兌交單」(DA)及「付款交單」(DP)的貨運。同樣地，「承兌交單」(DA)的限額亦可承保「付款交單」(DP)的貨運。假如保戶以不同的付款方式與同一買家交易，保戶應該以風險最高的付款方式申請信用限額。

問題 13. 銷售合同(Sales Contract)上的公司名稱跟發票 (Invoice)上的不一致時，保戶應該為那一家公司申請買家信用限額？

Q13. When the company names shown on sales contract and invoice are different, which company should policyholders apply credit limit for?

<p>The buyer should be the party in sales contract who has the contractual obligation to pay for the goods, but not the invoicee, agent or consignee.</p> <p>Please note that all details requested in the credit limit application form are required for each application. To speed up the approval process, policyholders are encouraged to provide any other additional information of buyer they may have.</p>	<p>買家應是負責履行銷售合同付款責任的一方，而並非第三方付款人、代理人或收貨人。</p> <p>請注意，在申請買家信用限額時，保戶必須提供申請表內要求的所有資料。保戶可以向香港信保局提供任何有關買家的額外資料，以加快處理程序。</p>
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問題 14. 申請付貨前風險保單的要求是什麼？

Q14. What are the requirements of applying for the policy of the pre-shipment risk cover?

The Corporation's insurance facilities protect exporters against pre- and post-shipment non-payment risk arising from buyer risks and country risks.

For Policyholder:

Existing policyholder, who has a policy of post-shipment risks cover, also needs to separately apply for the Contract Cover Policy before confirmation of the sales contract and to insure both pre- and post-shipment risks of the buyer at the same time. For more details, please contact your account officer or the HKECIC's hotline 2732 9933 during office hours.

Non-policyholder:

To cover the risks at pre-shipment stage, exporter needs to take the Contract Cover Policy before the confirmation of the sales contract and submit credit limit application for its buyer. Exporter holding the Contract Cover Policy is required to insure the post-shipment risks of the buyer at the same time. For more details, please call the HKECIC's hotline 2732 9933 during office hours.

信保局的保險設施保障出口商在付貨前後因買家風險或國家風險而未能收回款項的風險。

保戶:

如保戶已持有付貨後風險的保單，亦需於訂立相關銷售合同前申請「綜合合約保單」，並且必須同時投保付貨前及付貨後風險。詳情可於辦公時間與您的客戶主任聯絡或致電香港信保局熱線 2732 9933。

非保戶:

出口商投保付貨前風險須於訂立相關銷售合同前持有「綜合合約保單」及申請買家的信用限額，出口商持有該保單需同時投保買家付貨後的風險。查詢詳情可於辦公時間致電香港信保局熱線 2732 9933。