## hbor_memo_HRV_ENG_novo_24_04-2_header_ENG

## Date of receipt of application

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## 

**Application for Insurance No. \_\_\_\_\_\_\_\_\_\_\_**

*(to be filled out by HBOR)*

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| **Name of programme: Insurance of Direct Deliveries of Goods and Services / Supplier Credit** |

# Foreign buyer for whom insurance is requested

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| Name of the buyer: | |
| Address (headquarters): | |
| Country: | Identification number (tax number): |
| Year of incorporation: | Main activity: |
| Is the buyer part of a Group *(a Group is comprised of a parent company and all subsidiary companies)*?  No  Yes *(state general data on the Group)*: | |
| Is the foreign buyer an agent for further sale of export goods/services in the respective export transaction?  No  Yes *(state the name and address of the ultimate buyer)*: | |
| Financial data:  a) Creditworthiness report on the foreign buyer prepared by the foreign rating agency:  To be obtained by the exporter and enclosed with this application  The exporter authorises HBOR to obtain the creditworthiness report for and on behalf of the exporter    In case of a significant impact of the Group on the foreign buyer, HBOR retains the right to obtain the creditworthiness report on the Group for and on behalf of the exporter.  b) Audited financial statements of the foreign buyer for the last 2 years:  Not obtained  To be obtained by the exporter and enclosed with this application | |

# Requested terms and conditions of insurance

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| This Application is submitted for:  Conclusion of an insurance contract  Issuance of a binding letter of intent |
| Requested sum insured (*e.g., amount of export contract with deferred payment or maximum exposure to foreign buyer considering dynamics of delivery, dynamics of payment, etc.):*  Amount (in currency):  Contracted interest (% p.a.):  *(If interest on deferred payment is contracted in the export contract*). |
| Requested duration of insurance *(state dates or events determining the requested duration of insurance)*: |

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# Export contract

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| Amount of export contract in currency:  In the case of continuous exports, state the planned amount of exports on an annual level: | Number and date (*state annexes, if any*): |
| Export goods/services *(describe in detail)*: | |
| Present (or future) share of Croatian goods and services in the export contract is at least      %.  The share relates to *(e.g. labour, materials, equipment, suppliers, etc.)*:  Share of foreign goods and services in the export contract relates to:   * State % by countries: * State type of goods and services by countries: | |
| Importing country: | |
| Contracted governing law under export contract:  Contracted competent court in case of disputes and arbitration:  Do you have a legal opinion on the characteristics of the governing law contracted under the export contract?  No  Yes, and I enclose it with this application | |
| **Contracted terms and conditions and dynamics of performance of the export contract** | |
| Describe duration and dynamics of manufacture:    Describe duration and dynamics of deliveries/rendering of services:   * Expected number of deliveries/renderings of services: * Date of start and end of deliveries/renderings of services: * Date of commissioning/handover in case of capital goods:   Please, enclose plan/dynamics of deliveries/renderings of services, if any. | |
| Terms and conditions of delivery *(state parity and place of delivery, is the delivery made to the address of the foreign buyer or of a third party)*:    State the documents evidencing the delivery of goods/rendering of service *(e.g. acceptance certificate, signed dispatch/delivery note, bill of landing/CMR, copy of receipt certificate, etc.)*:    Are there any other obligations of the exporter towards the foreign buyer under the export contract beside the stated obligations of delivery (e.g. return purchase, agency contract, advance payment guarantee or the seller’s guarantee)?  No  Yes *(state the type and amount)*: | |
| Have penalties been contracted by the foreign buyer (*e.g. in case of delay of deliveries etc*.*)*?  No  Yes *(state the contracted amounts and terms and conditions under which penalties could apply)*: | |
| **Contracted terms and conditions and dynamics of payment** | |
| Advance or cash payment  % of export contract:  Amount:  Date of advance payment *(state whether this is the expected date, or the advance payment has already been made on that date)*: | |
| Deferred payment  % of export contract:  Amount:  Contracted payment deadlines *(dynamics, maturity, ultimate payment deadline, etc.)*:  Amount of interest *(if contracted)*:      % p.a. | |
| Does the payment depend on a third party (“if and when”) or another condition?  No  Yes *(explain)*:  Is the payment by the exporter paid at the same time when the foreign buyer collects payment from a third party? | |
| Source of financing the payment under the export contract:  Unknown  Relating to:   * Own funds of foreign buyer:      % of export contract * Loan:      % of export contract   Repayment of loan:       years and       months | |
| Have you contracted any collaterals under the export contract *(e.g. guarantees, letters of credit, bills of exchange, cession of inflows, etc.)*?  No  Yes:   * Type: * Amount: * Name of collateral provider:   Has the “retention of title”[[1]](#footnote-1) in respect of goods that are the subject matter of exports been contracted?  ☐ No *(explain)*:  ☐ Yes  Do you have a legal opinion on the enforceability of contracted collaterals in the importing country?  No  Yes, and I enclose it with this application | |

# General experience with the foreign buyer in the pastr

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| --- | --- | --- | --- | --- |
| Beginning of cooperation (year): | | | | |
| Has the foreign buyer orderly fulfilled its obligations?  No:   * Average days of delay in payment: * Reasons for delay: * Measures taken for the purpose of payment collection:   Yes | | | | |
| Collaterals in the former business transactions with the foreign buyer: | | | | |
| Realised export turnover with the foreign buyer by years, including the current year: | | | | |
| Year / period |  |  |  |
| Amount in currency |  |  |  |
| Is there an ownership share of the exporter in the foreign buyer’s company?  No  Yes:      % | | | | |
| Has the agent fee that depends on payment been contracted?  No  Yes, percentage of contracted price:      % | | | | |
| Have you requested financing of the exports from any bank (supplier credit)?  No  Yes:   * Amount of requested finance: * Name of bank:   Would you like to endorse/assign the insurance policy for export receivables to bank?  No  Yes | | | | |
| Do you require cover for pre credit risk *(covers the exporter’s risk of impossibility to perform the export contract resulting from the breach of the export contract by the foreign buyer due to the reasons for which the exporter is not liable or due to the occurrence of political risk. Insurance policy can be contracted in case of goods manufactured at a special order of the buyer that cannot be sold to another buyer. Maximum insured amount equals the amount of estimated production costs. Separate insurance premium is paid for such insurance)*.  No  Yes, and I enclose the application for cover of pre credit risk, along with the breakdown of costs for the process of | | | | |

# Applicant (exporter)

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| --- | --- | --- | --- |
| Name of business entity: | | | |
| Address (headquarters): | | Authorised representative(s): | |
| Legal form: | | PIN: | Registration number: |
| Main activity: | Code of activity (National Classification of Activities): | Year of incorporation: | |
| Ownership structure: | | Number of employees (as at      ): | |
| Management Board: | | Size:[[2]](#footnote-2)  Micro  Small  Medium-sized  Large | |
| Do you have any debt owed to the state?[[3]](#footnote-3)  No  Yes *(explain)*: | |

Generated revenues from sales in the previous three years[[4]](#footnote-4):

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| --- | --- | --- | --- |
| Year |  |  |  |
| Amount of revenues from sales in HRK |  |  |  |
| % of exports in the revenues from sales |  |  |  |

Planned revenues from sales in the current year and in the next year

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| --- | --- | --- |
| Year |  |  |
| Amount of revenues from sales in HRK |  |  |
| % of exports in the revenues from sales |  |  |

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| Main export markets (countries): |

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| Do you contract deferred payments with foreign buyers?  ☐ No  ☐ Yes: on the average,      % of export turnover is contracted with deferred payment |
| Do you check creditworthiness of foreign buyers?  ☐ No  ☐ Yes:   * What sources do you use to check creditworthiness of foreign buyers (*e.g. personal contacts with the foreign buyer, financial statements, rating agencies, etc.)*? |
| Are foreign buyers late with their payments?  ☐ No  ☐ Yes, average days of delay: |
| Have you had any overdue receivables from foreign buyers in the last three years?  ☐ No  ☐ Yes:   * Reason *(e.g. bankruptcy, pre-bankruptcy settlement, doubtful claims, etc.)*: * % of overdue receivables in total receivables: * Measures taken for the purpose of payment collection: |

# Other information

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| *(other information that might affect insurance risk assessment):* |

# Contact data of applicant

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| Name and surname: | Position: |
| Telephone: | E-mail: |

**Enclosures:**

Financial statements of foreign buyer (*if to be provided by the exporter*)

Tax Administration statement on the amount of the tax debt issued not more than 30 days beforehand

Others *(state)*

# Other provisions

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| The Insurance Contract consists of the General Terms and Conditions on Insurance of Direct Deliveries of Goods and Services OU-KD-02/17 (hereinafter: the General Terms and Conditions) and the policy for insurance of direct deliveries of goods and services against political and commercial risks (hereinafter: the Insurance Policy) with enclosures. Enclosures with the Insurance Policy that are deemed its constituent parts are the filled-out form of the application for insurance (hereinafter: the Application) and other documents that the contracting parties have agreed upon. When assessing the insurance risk, HBOR considers only the information stated by the Applicant in the Application, irrespective of whether it is familiar with the contents and terms set forth in any other related documents.  The Applicant agrees that the Insurance Contract is to be prepared and executed exclusively on the basis of information stated in the Application. The Applicant hereby declares that, prior to signing this Application, he/she has received and read the General Terms and Conditions and has fully understood them.  **The Applicant shall pay to HBOR the Application processing fee that is charged pursuant to the valid Decision on Fees for HBOR Services in accordance with the Fee Calculation Regulations.**  If a request for information is received pursuant to the Right of Access to Information Act, HBOR shall deliver the following information on the exporter: company, amount of the sum insured, programme of insurance under which export credit insurance has been approved. Should, after this Application has been submitted and/or after the Insurance Contract has been executed, the volume of publicly available information increases/decreases due to a judgement made by any court, possible amendments to the regulations and/or any other decision made by any competent body/bodies, HBOR shall deliver to the applicants the information relating to their respective requests for information that the courts deem to be publicly available information or that the regulations and/or competent body/bodies determine to be publicly available information on the day when such information is submitted. |

1. **Statements by the Applicant**

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| **Statement on the accuracy and truthfulness of data**  The Applicant who submits the Application with the accompanying enclosures hereby declares, under penalty and perjury, that all data stated in the Application are true and complete, and that he/she has not concealed any data which might affect the execution and performance of the Insurance Contract. Should a change in the data stated in the Application occur, he/she shall immediately inform HBOR thereof.  **Personal data protection statement**  The Applicant hereby declares that he/she voluntarily gives to HBOR on its disposal his/her data contained in the Application and in all accompanying documentation, including all his/her data and personal data available to HBOR pursuant to the regulations in force. He/she also declares that he/she agrees that HBOR may collect, process and use the mentioned data and personal data for the purpose of providing banking and other financial services for which HBOR is authorised. The data and personal data may be used for the aforementioned purposes only, whereas the basis for their collection, processing, use and keeping has been established by the Credit Institutions Act, the Croatian National Bank Act, the National Payment System Act, the Foreign Exchange Act, the Accounting Act, the Archive Materials and Archives Act, as well as other primary and secondary legislation.  All data and personal data that have been made available to HBOR are protected as confidential data in accordance with the Credit Institutions Act, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation - GDPR), the Act on the Implementation of the General Data Protection Regulation and other relevant legislation. HBOR is authorised to transfer the gathered data and personal data available to HBOR to other recipients pursuant to the Privacy Policy and the Information for Data Subjects available at: [www.hbor.hr](https://www.hbor.hr/naslovnica/hbor/pravilnici-akti/).  The Applicant confirms that he/she is familiar with his/her rights and information about the processing and protection of personal data processed by HBOR as published in the Privacy Policy and the Information for Data Subjects.  The Applicant represents that confidential information and notices disclosed or made available by HBOR to the Applicant on the occasion of Application processing and later shall neither be made available to third parties by himself/herself nor used by himself/herself for his/her own interests regardless of whether or not the respective insurance has been approved on the basis of the Applicant’s Application.  **Statement on giving consent for the public disclosure of data**   1. The Applicant gives his/her consent to HBOR for public disclosure of the following data:  * Activity of the exporter for which export credit insurance has been approved, * Type of goods and/or services that are the subject matter of insurance, * Amount of indemnity paid, * Importing country.   2. By this Statement, with respect to the data stated under item 1, HBOR shall be released from the obligation to keep the banking secret that is provided for in the provisions of the Credit Institutions Act in force and possible amendments to the Act.  3.   The consent for the public disclosure of data is given exclusively with respect to the data stated under item 1 of this Statement. For the public disclosure of other data gathered by HBOR in the course of administering its export credit insurance activities, HBOR shall request a prior written consent of the Applicant, unless otherwise determined by applicable regulations, or if the respective data is already publicly available.  **Statement on compliance with the regulations against bribery in international trade**  The Applicant hereby declares that no provision of the regulations of the Republic of Croatia against bribery in international trade has been violated when entering into the export contract. The Applicant takes notice of the fact that the insurance of export credits with state support cannot be given to exports, which were negotiated by way of bribery in international trade.  **Statement on unavailable coverage in the private credit insurance market**  If the maturity period of your export contract is less than 2 years and you have concluded it with a foreign buyer from one of the European Union member countries or from Australia, Canada, Island, Japan, New Zealand, Norway, Switzerland or the United States of America, the Applicant states that the coverage in the private credit insurance market is not available to it due to a limited range of credit insurance products.  **Statement on the State Aid use**  The Applicant declares that he/she is not subject to an unexecuted state aid recovery order based on the prior decision of the European Commission that assesses the aid as unlawful and incompatible with the internal market in terms of the state aid regulations. The Applicant states that he/she is acquainted with the state aid regulations in force and in the event that the European Commission as the body competent for ordering the state aid recovery makes a decision requiring from the Republic of Croatia to take all necessary measures to recover funds from the users as illegal or abused (hereinafter: decision on aid recovery), he/she agrees and shall be obliged to return to HBOR the entire amount of the state aid to be recovered in accordance with the decision on aid recovery, including the interest at an appropriate rate determined by the European Commission, payable from the day when the illegal aid was made available to the user until the day of recovery, i.e. the aid amount return. The Applicant declares that he/she is aware of HBOR’s obligation to inform the institutions in charge of monitoring the awarded state aid and de minimis aid in accordance with the legislation applicable at any time, which also includes the transfer of data contained in this Statement and in the accompanying documentation to third parties, as well as the public disclosure of data on the approved aid and the manner of its use, by third parties/institutions in charge within the framework of the report on the approved aid that HBOR is obliged to submit to them, and declares that he/she agrees with the stated reporting, transferring and public disclosure of data. |

**Place and date Name, surname and signature of authorised representative**

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1. Special provision in contract on the sale of goods, on the basis of which the seller retains title to the goods handed over to the buyer until the buyer has entirely paid the contracted price. This provision can be contracted depending on the importing country. This provision protects the seller from the damage it may incur in case of non-payment of the buyer. [↑](#footnote-ref-1)
2. Size: micro, small, medium-sized or large pursuant to the EU definition:

   * Micro enterprise has fewer than 10 employees and an annual turnover (total income) and/or balance sheet total of up to EUR 2 million;
   * Small enterprise has fewer than 50 employees and an annual turnover (total income) and/or balance sheet total of up to EUR 10 million;
   * Medium-sized enterprise has fewer than 250 employees and an annual turnover (total income) of EUR 50 million and/or balance sheet total of up to EUR 43 million.

   [↑](#footnote-ref-2)
3. It is necessary to submit the statement on the amount of the tax debt, issued by the Tax Administration not more than 30 days beforehand. [↑](#footnote-ref-3)
4. Data according to the latest financial statements. [↑](#footnote-ref-4)