

# PROGRAMME FOR INDIVIDUAL INSURANCE OF LIQUIDITY LOANS FOR EXPORTERS -MEASURE TO SUPPORT THE ECONOMY OF THE REPUBLIC OF CROATIA FOLLOWING THE RUSSIAN AGGRESSION AGAINST UKRAINE PO-PPO-UKR-02/22

### **Description and Goal of the Insurance Programme**

Programme for Individual Insurance of Liquidity Loans for Exporters – Measure to Support the Economy of the Republic of Croatia Following the Russian Aggression Against Ukraine (hereinafter: the Insurance Programme) is implemented by the Croatian Bank for Reconstruction and Development (hereinafter: the Insurer) within the framework of its export credit insurance business for and on behalf of the Republic of Croatia to support the economy due to the difficulties caused by the disruption in the economy following the Russian aggression against Ukraine, pursuant to chapter 2.2. of the Temporary Crisis Framework<sup>1</sup> of the European Commission. The Insurance Programme was introduced on 28 July 2022 and amended on 13 September 2022.

### Nature and form of the Insurance Programme

The measure is implemented in the form of individual insurance of new liquidity loans for exporters through the execution of individual insurance contracts under the Insurance Programme among the Insurer, the Insured and the Exporter by the signing of Insurance Policy that shall cover up to 90% of the exporter's liquidity loan principal amount. Where the coverage is below 90% (10%, 20%, 30%, 40%, 50%, 60%, 70% or 80%), the insurance may also cover the Contracted interest (regular interest, interest during disbursement and grace periods), however the total amount of Indemnity shall in no event exceed 90% of the due principal of the Loan.

The measure is open to all credit institutions in the Republic of Croatia established in the Republic of Croatia (headquarters or subsidiary) that operate in accordance with the Credit Institutions Act (have the licence for conducting operations in the Republic of Croatia) and to HBOR (hereinafter: the Insured). The measure relates only to new liquidity loans and not to already existing ones and, consequently, it does not represent aid to credit institutions.

As financial intermediary, the Insured is obliged to provide an exporter with more favourable loan terms and conditions, e.g. in the form of a higher volume of finance (approval of a higher exposure to exporter), by assuming riskier portfolios (approval of a loan in spite of a riskier rating of exporter), in the form of lower requirements for other collateral, lower interest rates etc, about which the Insured shall inform the Insurer in the Loan insurance application.

Exporters will be able to use the liquidity loan Premium subsidy, which will be approved in accordance with the Insurance Premium Subsidy Programme – Measure to Support the Economy of the Republic of Croatia Following the Russian Aggression Against Ukraine PSP-UKR-02/22 with all amendments thereto (hereinafter: the Subsidy Programme) on the basis of chapter 2.1. of the Temporary Crisis Framework.

### **Duration of the Insurance Programme**

The Insurance Programme will be implemented until 31 December 2022. Consequently, the Insured may include those loans into the Portfolio, with respect to which Loan Contracts are executed by 31 December 2022.

### **Beneficiaries of the Insurance Programme**

<sup>&</sup>lt;sup>1</sup> COMMUNICATION FROM THE COMMISSION - Temporary Crisis Framework for State Aid measures to support the economy following the aggression against Ukraine by Russia; OJ C 131I, 24. 3. 2022, with all subsequent changes and amendments

Final beneficiaries of this measure are exporters in the Republic of Croatia in accordance with the Eligibility Criteria for the inclusion of loans in the portfolio with regard to the Borrower that require liquidity for their activities, because they face difficulties as a direct or indirect result of disruption in the economy caused by the Russian military aggression against Ukraine, sanctions introduced by the European Union (hereinafter: EU) or its international partners, as well as economic countermeasures taken, for example, by Russia (entrepreneurs that have experienced difficulties in their operations as a result of the respective disruption in the economy, i.e. due to cancellation of orders and contracts, delays and/or temporary halts of procurement, production or deliveries, delays and/or inability to collect existing accounts receivable etc.).

Under the Insurance Programme, aid cannot be granted to entrepreneurs that are subject to an outstanding recovery order on the basis of a previous decision of the European Commission declaring aid illegal and incompatible with the internal market.<sup>2</sup>

## Sectoral and regional scope of the Insurance Programme

The Insurance Programme is open to exporters from all sectors, except for activities excluded under item 3.1. of HBOR's General Eligibility Criteria<sup>3</sup>, and will be applied in the entire territory of the Republic of Croatia, whereby the following entrepreneurs are considered to be exporters: entrepreneurs who in the last business year for which the official annual financial statements are available, generated:

- a) at least 10% of their operating income from export revenues or
- b) more than 50% of their operating income from accommodation revenues, where in that year the share of realised overnight stays of non-residents of the Republic of Croatia in the total number of overnight stays is at least 30% or
- c) at least 10% of their income from revenues in cooperation with one or more exporters (hereinafter the Exporters)<sup>4</sup>.

The Loan duration shall not be longer than 6 years, and it will be counted from the conclusion of the Loan Contract until the last day of the Loan repayment period.

On the basis of the decision on the eligibility of the Loan insurance application, the Insurer shall, with an individual Insured and Exporter, execute an Insurance Contract covering an individual Loan in accordance with the Insurance Programme, which provides cover against non-payment under the Loan approved by the Insured to the Exporter in accordance with the agreed Coverage rate.

### **Insurance Contract**

It consists of Insurance Policy and enclosures. Loan insurance application, as an enclosure with the Insurance Policy, is a constituent part of the Insurance Contract.

Insurance Contract is signed by authorised persons of the Exporter, the Insured and HBOR as the Insurer.

In the event of a discrepancy between a particular provision of the Insurance Policy and the Insurance Programme, the provisions of the Insurance Policy shall prevail.

### Insured amount

Insured amount is the amount of money stated in the Insurance Policy as the subject matter of insurance.

### Premium

The Insurer shall charge the Premium for Loan insurance from the Insured as stated in the Insurance Policy.

<sup>&</sup>lt;sup>2</sup> Determined by the Insured on the basis of Aid Statement signed by entrepreneur under criminal and material responsibility .

<sup>&</sup>lt;sup>3</sup> https://www.hbor.hr/wp-content/uploads/2022/03/Opci-kriteriji-prihvatljivosti-1.3.2022.pdf

<sup>&</sup>lt;sup>4</sup> The complete Eligibility Criteria for the inclusion of loans in the portfolio and Eligibility Criteria for changing loan repayment period due to business reasons can be found on pages from 6 to 9 of this Insurance Programme.

The Premium is stated and charged in HRK, and for conversion, the middle exchange rate of the Croatian National Bank on the day of invoicing by the Insurer is applied. The Insurer shall issue to the Insured an invoice for the Premium together with the Insurance Policy.

For each Loan, the Premium is calculated as the sum of Premiums for each year of the Loan duration by applying the appropriate annual premium rate on the balance of debt based on the preliminary repayment schedule for the Loan principal (assuming that the Loan principal is repaid duly) for the Loan duration:

- In the Loan disbursement period (up to the beginning of the Loan repayment period), the Premium is calculated on the amount of the approved loan principal regardless of the disbursement status of the Loan.
- Loan duration is calculated in accordance with the calendar year and the overall Loan duration cannot last longer than six calendar years (e.g. if a Loan Contract is executed on 1 September 2022, the last Loan repayment date must be no later than 1 September 2028).
- Annual premium rates are determined in accordance with the size of the Borrower and the level of coverage as follows:

Type of	Coverage	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Borrower							
	25%	0.15%	0.15%	0.15%	0.15%	0.15%	0.15%
SME	30%	0.15%	0.15%	0.15%	0.17%	0.17%	0.17%
SIVIE	40%	0.15%	0.15%	0.15%	0.20%	0.20%	0.20%
	90%	0.25%	0.50%	0.50%	1.00%	1.00%	1.00%
	25%	0.15%	0.15%	0.15%	0.75%	0.75%	0.75%
Large	30%	0.15%	0.20%	0.20%	0.80%	0.80%	0.80%
entrepreneur	40%	0.15%	0.22%	0.22%	1.05%	1.05%	1.05%
	90%	0.50%	1.00%	1.00%	2.00%	2.00%	2.00%

\* For each individual year of Loan duration, the premium rate used is the rate determined for the respective year of Loan duration (e.g. for a Loan insured with 90% coverage and a duration of 4 years, 1 month and 2 days approved to a large entrepreneur, the premium rate is 0.50% for year 1 of Loan duration, 1.00% for year 2 of Loan duration, 1.00% for year 3 of Loan duration, 2.00% for year 4 of Loan duration and 2.00% for the respective number of days in year 5 of Loan duration).

Table 2 UNIQUE (FLAT)* annual premium rates for the calculation of Premium in accordance with the overall
Loan duration

Type of	Coverage	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Borrower							
SME	50%	0.15%	0.17%	0.17%	0.23%	0.25%	0.26%
	60%	0.15%	0.17%	0.17%	0.26%	0.30%	0.33%
	70%	0.15%	0.17%	0.17%	0.31%	0.38%	0.42%
	80%	0.15%	0.26%	0.29%	0.50%	0.61%	0.68%
	50%	0.15%	0.23%	0.25%	0.62%	0.82%	0.95%
Large entrepreneur	60%	0.15%	0.29%	0.33%	0.72%	0.92%	1.06%
	70%	0.15%	0.37%	0.44%	0.86%	1.08%	1.22%
	80%	0.30%	0.63%	0.73%	1.19%	1.40%	1.55%

\* For each year of Loan duration, the unique annual premium rate is determined in accordance with the overall Loan duration (e.g. for a Loan insured with 80% coverage and a duration of 4 years, 1 month and 2 days approved to a large entrepreneur, the unique annual premium rate is  $1.40\% \rightarrow$  column "5 years" is applied as the Loan duration enters into the fifth year).

# Premium calculation example:

On 1 September 2022, the Insured executed a Loan Contract in the Loan amount of HRK 1.5 million with an SME that is to be repaid in five equal three-monthly instalments, of which the first one matures on 18 May 2023, and the last one on 18 May 2024. The Loan duration is 1 year, 10 months and 17 days.

### Repayment schedule:

	Date	Instalment	Debt under Loan principal
			(HRK)
	1 September 2022	Initial balance	1,500,000.00
Year 1 of Loan duration	18 May 2023	1	1,200,000.00
	18 August 2023	2	900,000.00
	1 September 2023	/	900,000.00
Year 2 of Loan duration	18 November 2023	3	600,000.00
	18 February 2024	4	300,000.00
	18 May 2024	5	0.00

a) <u>For 70% coverage</u>: for the entire Loan duration, the fixed annual premium rate of 0.17% is applied on the Loan principal balance based on the repayment schedule by taking into account the actual number of days of Loan principal balance in the calendar year. Calculation items:

Date	Principal balance	Principal for calculation	P.R.	Number of days	Premium	Note (description)
1 September 2022	1,500,000.00	1,500,000.00	0.17%	121/365 + 138/365	1,809.45	Loan Contract execution date; 121/365 number of Loan duration days in 2022, 138/365 number of Loan duration days in 2023 until the start of the Loan repayment period
18 May 2023	1,200,000.00	1,200,000.00	0.17%	92/365	514.19	Loan repayment period start date; 92/365 number of Loan duration days in 2023 until new principal reduction
18 August 2023	900,000.00	900,000.00	0.17%	92/365	385.64	92/365 number of Loan duration days in 2023 until new principal reduction
18 November 2023	600,000.00	600,000.00	0.17%	43/365 + 49/366	256.72	43/365 number of Loan duration days in 2023, 49/366 number of Loan duration days in 2024 (leap year) until new principal reduction
18 February 2024	300,000.00	300,000.00	0.17%	90/366	125.41	90/366 number of Loan duration days in 2024 (leap year) until Loan repayment
18 May 2024	0.00					Loan repayment date
				Total	3,091.41	

b) <u>For 90% coverage</u>: for year 1 of Loan duration, the annual premium rate of 0.25% is applied on the Loan principal balance based on the repayment schedule, whereas the rate of 0.50% is applied for year 2 by taking into account the actual number of days of Loan principal balance. Calculation items:

Date	Principal balance	Principal for calculation	P.R.	Number of days	Premium	Note (description)
1 September 2022	1,500,000.00	1,500,000.00	0.25%	121/365 + 138/365	2,660.96	Loan Contract execution date and start of year 1 of Loan duration; 121/365 number of Loan duration days in 2022, 138/365 number of Loan duration days in 2023 until the start of the Loan repayment period
18 May 2023	1,200,000.00	1,200,000.00	0.25%	92/365	756.16	Loan repayment period start date;

Date	Principal balance	Principal for calculation	P.R.	Number of days	Premium	Note (description)
						92/365 number of Loan duration days in 2023 until new principal reduction
18 August 2023	900,000.00	900,000.00	0.25%	14/365	86.30	14/365 number of Loan duration days in 2023 during the remaining part of year 1 of Loan duration
1 September 2023	900,000.00	900,000.00	0.50%	78/365	961.64	Start of year 2 of the Loan duration; 78/365 number of Loan duration days in 2023 until new principal reduction
18 November 2023	600,000.00	600,000.00	0.50%	43/365 + 49/366	755.06	43/365 number of Loan duration days in 2023, 49/366 number of Loan duration days in 2024 (leap year) until new principal reduction
18 February 2024	300,000.00	300,000.00	0.50%	90/366	368.85	90/366 number of Loan duration days in 2024 (leap year) until Loan repayment
18 May 2024	0.00					Loan repayment date
				Total	5,588.97	

## Insurance application processing fee

Insurance application processing fee is calculated and charged on a processed Insurance application and amounts to 0.10% of the Loan principal insured amount (without interest), minimum HRK 1,500.00 and maximum HRK 15,000.00. Insurance application processing fee is stated and charged in HRK, and the conversion is made at the middle exchange rate of the Croatian National Bank on the date the invoice is issued by the Insurer. The Insurer shall issue to the Insured an invoice for the Insurance application processing fee together with the Insurance Policy.

### Loan approval

Loan approval is performed independently by the Insured in accordance with its own assessment of the Exporter's creditworthiness and in accordance with its own procedures, where the Loan for which the Insured wishes to conclude the Insurance Contract and for which it submits the Insurance application to the Insurer must meet the **Eligibility criteria for the insurance of Ioans defined in this Insurance Programme**.

### Amendments to Loan Contract

The Insured and the Exporter must not make any material amendments to the Loan Contract without a consent of the Insurer. Material amendments to the Loan Contract include the following amendments to:

- Parties to the contract not conditioned by status changes,
- Loan amount,
- Loan currency,
- Interest rate,
- Loan duration,
- Loan collateral,
- Loan repayment manner.

The Insurer retains the right to define the terms and conditions on which it shall give its consent to the material amendments to the Loan Contract.

In the case of a prolongation of the Loan duration, the Insured shall pay to the Insurer the Premium for the Loan duration prolongation.

The Premium for the Loan duration prolongation is calculated as the difference between the Premium

for new Loan duration and the Premium for initial Loan duration. The Premium for new Loan duration is calculated in the same way as the Premium for the initial Loan duration (Loan duration start date is the Loan Contract execution date), where the repayment schedule taken into account for the calculation includes the initial Loan repayment from the Loan Contract execution date until the Loan rescheduling date and the new Loan repayment for the remaining Loan duration.

The Premium for the Loan duration prolongation cannot be subsidised under the Subsidy Programme.

In case of amendments to the terms and conditions of insurance under the executed Insurance Contract, the Insurer shall charge the application processing fee for amendments to the insurance terms and conditions of 0.05% on the insured Loan principal amount (without interest), minimum HRK 750.00, maximum HRK 3,000.00.

### Claim

In the case of non-payment under the Loan, the Insured shall submit to the Insurer a Claim upon the expiry of 20 calendar days from the Day of calculation together with the attached documentation defined in the General Provisions of the Insurance Policy. The Insurer will give its response regarding the submitted Claim within 60 calendar days from the date of receipt of the complete Claim. In case the Claim has been accepted, the Insurer will, within 10 calendar days, pay the Indemnity to the Insured up to the amount of contracted Coverage rate (up to 90%) of Loss.

The Indemnity is stated and paid in Kunas, and the calculation for other currencies is made on the basis of the valid middle exchange rate of the Croatian National Bank on the payment date.

Before the Indemnity payment, the Insured shall conclude the Recovery Contract with the Insurer regulating, among others, their rights and obligations in respect of receivables collection under the Loan after the Indemnity payment.

#### Recovery

Recovery from the Exporter after the paid Indemnity is made by the Insured independently for its own and for the Insurer's receivables. In case of recovery, the Insured shall forward to the Insurer 90% of the collected amount, or in accordance with the contracted Coverage rate if it is lower than 90%, respectively.

In recovery, the inflows from all collateral instruments contracted under the Loan, if any, shall be divided between the Insurer and the Insured pro rata in the amount of the contracted insurance Coverage rate. The Insurer shall compensate the Insured for 90% of incurred Costs of Enforced Collection, or in accordance with the contracted Coverage rate if it is lower than 90%, respectively, provided that the Insured has obtained a prior or subsequent written consent for the mentioned Costs from the Insurer.

#### Eligibility criteria for the insurance of loans

Below are **Eligibility criteria for the insurance of loans** that must be met so that the Insurance Contracts may be executed:

### ELIGIBILITY CRITERIA FOR THE INSURANCE OF LOANS

### 1.1. WITH RESPECT TO THE EXPORTER (BORROWER)

1.1.1. The following criteria must be fulfilled <u>on the day of the insurance approval</u>, which is established by the Insurer on the basis of documentation used when processing the Loan insurance application <sup>5</sup>:

**Exporter** The Borrower may be any entity that performs economic activity regardless of its size and legal form and has its registered headquarters in the Republic of Croatia

<sup>&</sup>lt;sup>5</sup> If more than 3 months elapse between the receipt of documentation on the basis of which the criteria are determined and the Loan approval, the Insured may provide new (updated) documentation, if available.

	(companies, crafts businesses, other legal entities and natural persons - sole traders) and
	<ul> <li>Is not subject to the EU sanctions, including, but not limited to the entities:         <ul> <li>Specifically stated in the legal documents imposing these sanctions or</li> <li>Owned or controlled by persons, entities, or bodies subject to sanctions adopted by the EU or</li> <li>Which operate in the sectors to which sanctions adopted by the EU are applied, to the extent that the Insurance Programme would impair the achievement of the objectives of the relevant sanctions,</li> <li>Has encountered business difficulties as a consequence of the disruption in the economy resulting from the Russian aggression against Ukraine, which the Insured establishes on the basis of the Statement on Business Difficulties</li> </ul> </li> </ul>
	Caused by Disruption in the Economy Resulting from the Russian Aggression Against Ukraine issued by the Borrower
	<ul> <li>Has generated at least 10% of its operating income from export revenues<sup>6</sup> in 2021 or in the latest year for which company's official annual financial statements are available (exporter) or</li> </ul>
	Has generated more than 50% of its operating income from accommodation revenues in 2021 or in the latest year for which company's official annual financial statements are available, where the share of realised overnight stays of non-residents of the Republic of Croatia in the total number of overnight stays <sup>7</sup> in that year is at least 30% (exporter)
	or Has generated at least 10% of its operating income from revenues in cooperation with one or more exporters referred to in the above paragraph in 2021 or in the latest year for which that company's official annual financial statements (exporter's supplier) <sup>8</sup> are available
Activity	Any activity of the Borrower is considered eligible except for the activities excluded by paragraph 3.1 of HBOR's General Eligibility Criteria <sup>9</sup> .

### **1.2. WITH RESPECT TO THE LOAN**

1.2.1. The following criteria must be fulfilled <u>on the day of Loan approval</u>, which is established by the Insurer on the basis of documentation used when processing the Loan insurance application<sup>10</sup>:

Individual, framework or revolving loans

Туре

<sup>&</sup>lt;sup>6</sup> The term "export revenues" means any revenues generated with non-residents of the Republic of Croatia. Export revenues are determined by the Insured on the basis of the official financial statements of the Borrower or, if export revenues are not recorded in the financial statements, on the basis of other documentation by which the Insured determines the fulfilment of this criterion (e.g. a written statement of the Borrower together with documents signed by authorised representatives or legal representatives or proxies of the Borrower, who can verify and confirm it, such as, for example, the gross balance sheet harmonised with the official financial statements, conto cards of customers containing the turnover achieved in the respective year, contracts with customers partially or fully realised in the respective year, BON1 with information on export revenues in the respective year internal or external reports of the Borrower containing data on export revenues.

respective year, internal or external reports of the Borrower containing data on export revenues, etc.). <sup>7</sup> The Insured determines the share of overnight stays of non-residents of the Republic of Croatia in the total number of overnight stays by using the eVisitor report.

<sup>&</sup>lt;sup>8</sup> The Insured determines the fulfilment of the criterion that the Borrower is exporter's supplier based on the Borrower's written statement confirming accordingly together with the documents that can verify and confirm the statement (documents proving that the Borrower is a supplier to one or more companies and that these companies are exporters; for document examples, see the previous two footnotes).

<sup>9</sup> https://www.hbor.hr/wp-content/uploads/2022/03/Opci-kriteriji-prihvatljivosti-1.3.2022.pdf

<sup>&</sup>lt;sup>10</sup> If more than 3 months elapse between the receipt of documentation on the basis of which the criteria are determined and the Loan approval, the Insured may provide new (updated) documentation, if available.

Purpose	<ul> <li>Loans must be new liquidity loans.</li> </ul>
	<ul> <li>Loan funds must not be disbursed by the Insured and the Borrower must not use them to refinance existing loans with the Insured or other financial institutions, or to prematurely settle obligations for existing debts (leasing, loans, etc.).</li> </ul>
	<ul> <li>Loan funds may be disbursed by the Insured and the Borrower may use them to settle liabilities that regularly become due during the period of Loan disbursement or have regularly become due before the period of Loan disbursement, to the Insured and other financial institutions in accordance with repayment schedules at the time of the Loan Contract execution, where the maximum amount of the Loan that can be disbursed and used to settle these liabilities is 35% of the total amount of the Loan.</li> </ul>
	<ul> <li>Loan funds may be disbursed by the Insured and the Borrower may also use them to reimburse the Borrower (reimbursement) for expenses previously paid by the Borrower, incurred no earlier than 1 February 2022 and assessed by the Insured as eligible in accordance with the eligible purpose of the Loan in accordance with the Insurance Programme, where in case of reimbursement of costs paid by the Exporter to financial institutions the amount of reimbursement for these costs may amount to a maximum of 35% of the total amount of the Loan.</li> </ul>
	<ul> <li>A maximum of 35% of the total amount of the Loan altogether may be used for the payment of liabilities to financial institutions referred to in the previous two paragraphs (settlement of regular maturities and reimbursements).</li> <li>If the Loan funds are disbursed in favour of the Borrower, and the Insured does not check the purpose of using these Loan funds according to regulations, its standard procedures and the Loan Contract, the Insured is released from the liability for further verification of the purpose after the</li> </ul>
	payment.
Amount	<ul> <li>The loan amount per individual Borrower can be up to a maximum amount of:</li> <li>15% of average total annual revenues generated by the Borrower during the latest three closed accounting periods; if the Borrower has no three closed accounting periods, this criterion will be computed taking into account the period from the day of registration of the Borrower in an appropriate register until the day of submission of loan application, and at least on the basis of one closed annual financial report or</li> </ul>
	<ul> <li>50% of energy costs during the period of 12 months before the month in which the loan application was submitted or</li> </ul>
	<ul> <li>Borrower's liquidity needs in the next 6 months for large entrepreneurs or 12 months for micro, small and medium-sized entrepreneurs determined on the basis of the Borrower's Statement on the need to draw down a larger amount of loan in relation to the criteria of the percentage of annual revenues and the percentage of energy costs, which contains an adequate explanation of why the previous two criteria are not appropriate as well as an explanation of significant difficulties that the Borrower is facing due to the current crisis. Liquidity needs that are already covered by the measures approved under the Temporary Framework cannot be covered again.</li> </ul>
	The loan principal can be increased by the cost of the Premium.

For the same loan, the Borrower must not receive support in the form of

	subsidised interest rate for the loan pursuant to chapter 2.3 of the Temporary Crisis Framework or chapter 3.3 of the Temporary Framework <sup>11</sup> (in the case of a club loan, for the loan portion approved on commercial terms, i.e. without support in the form of subsidised interest rate based on the aforementioned chapters of the Temporary Crisis Framework or the Temporary Framework, the Insurance Programme may be used), and it must not receive support in the form of guarantee schemes for loans pursuant to chapter 3.2 of the Temporary Framework.
	If the Borrower draws down several loans covered by the Insurance Programme or other guarantee schemes pursuant to chapter 2.2 of the Temporary Crisis Framework or is the beneficiary of support in the form of subsidised interest rate pursuant to chapter 2.3 of the Temporary Crisis Framework, <b>the total amount of</b> <b>all loans must not exceed the maximum loan amounts referred to in the</b> <b>above paragraphs</b> .
	Aid granted under this Insurance Programme may be aggregated with aid granted under de minimis aid regulations <sup>12</sup> or aid granted under block exemption regulations <sup>13</sup> , provided that the provisions and rules on aggregation under the respective regulations are obeyed.
	In addition, the aid granted under this Insurance Programme may be combined with the aid referred to in Article 107, paragraph 2, item (b) of the Treaty on the Functioning of the European Union (TFEU), provided that it does not result in excessive compensation.
Currency	HRK, foreign currency, or HRK indexed to foreign currency
Loan duration	Time period from the day of execution of the Loan Contract until the last day of the Loan Repayment Period that includes the loan disbursement period and the loan repayment period. The Loan Repayment Period includes a grace period and loan repayment, where in no case the Loan Duration can be longer than six years. Interest can be repaid annually or more often.

All terms written in capital letters in this Insurance Programme have the meanings as defined in the General Terms and Conditions.

<sup>&</sup>lt;sup>11</sup> COMMUNICATION FROM THE COMMISSION - Temporary Framework for State Aid Measures to Support the Economy in the Current COVID-19 Outbreak (OJ C 91I, 20. 3. 2020) and amendments to the Temporary Framework for State Aid Measures to Support the Economy in the Current COVID-19 Outbreak (OJ C 112I, 4. 4. 2020; OJ C 164, 13. 5. 2020; OJ C 218, 2. 7. 2020; OJ C 340I, 13. 10. 2020; OJ C 34, 1. 2. 2021 and OJ C 473, 24. 11. 2021)
<sup>12</sup> Commission Regulation (EU) No 1407/2013 of 18. 12. 2013 on the application of Articles 107 and 108 of the Treaty on the

<sup>&</sup>lt;sup>12</sup> Commission Regulation (EU) No 1407/2013 of 18. 12. 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 352, 24. 12. 2013, page 1); Commission Regulation (EU) No 1408/2013 of 18. 12. 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid in the agriculture sector (OJ L 352, 24. 12. 2013, page 9); Commission Regulation (EU) No 717/2014 of 27. 6. 2014 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid aquaculture sector (OJ L 190, 28. 6. 2014, page 45); and Commission Regulation (EU) No 360/2012 of 25. 4. 2012 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid granted to undertakings providing services of general economic interest (OJ L 114, 26. 4. 2012, page 8)

<sup>&</sup>lt;sup>13</sup> Commission Regulation (EU) No 651/2014 of 17. 6. 2014 on declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (Block Exemption Regulation); Commission Regulation (EU) No 702/2014 of 25. 6. 2014 on declaring certain categories of aid in the agricultural and forestry sectors and in rural areas compatible with the internal market in application of Articles 107 and 108 of the Treaty on the Functioning of the European Union (OJ L 193, 1. 7. 2014, page 1); and Commission Regulation (EU) No 1388/2014 of 16. 12. 2014 on declaring certain categories of aid to undertakings active in the production, processing and marketing of fishery and aquaculture products compatible with the internal market in application of Articles 107 and 108 of the Treaty on the European Union (OJ L 369, 24. 12. 2014, page 37).