## Application receipt date

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

*(completed by HBOR)*

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| **Name of Programme:** **Insurance of Buyer Credit** |

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| **This Application is submitted for the purpose of:**[ ]  executing an insurance contract [ ]  issuing a letter of intent ***It is necessary to complete all fields or to state “enclosed” if information is submitted enclosed with the Application or “not applicable” / “N/A” as appropriate.*** |

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| 1. DATA ON APPLICANT (INSURED / LENDER / BANK) |
| Name      | Legal form       |
| Headquarters address (street, number, postal code, city)      | OIB (PIN)      | Registration number       |
|  | Contact person (first name, last name, position, phone, e-mail)      |
| Connected clients Are you (directly or indirectly) connected in terms of ownership or in any other way with the parties of the Export Contract (primary debtor, secondary debtor, Exporter)?[ ]  No[ ]  Yes – *please explain*:       |

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| 2. DATA ON EXPORTER |
| Name        | Legal form       |
| Headquarters address (street, number, postal code, city)      | OIB (PIN)      | Registration number      |
| Former experience of the Insured with the Exporter (description – state here or enclose with the Application)      |
| Have you carried out the process of determining the reputational risk of the Exporter and checking the Exporter regarding the relevant regulations for the prevention of money laundering and terrorist financing (i.e. compliance check)?[ ]  No – *please explain*:      [ ]  Yes – *please describe*:       |

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| **3. DATA ON FOREIGN BUYER**  |
| Name       | Legal form       |
| Headquarters address (street, number, postal code, city, country)      | Registration number or another identification number (e.g. tax number)      |
| Persons responsible for the operations of the company – members of management or supervisory boards, procurators, etc. (first name, last name, position)      | Contact person (first name, last name, position, phone, e-mail)      |
| Year of incorporation      | Code and name of main activity according to the National Classification of Economic Activities/NACE      |
| Ownership structure (state up to the ultimate owner or enclose with the Application)      | Number of employees       as at       |
| Is Foreign Buyer part of the Group?[ ]  No[ ]  Yes – *state here or enclose with Application the basic information about the Group (including Group name, parent company name, other Group members, number of employees, etc.)*:       | Short business description (state here or enclose with the Application)      |
| Former experience of the Insured with the Foreign Buyer (description – state here or enclose with the Application)      |
| Have you carried out the process of determining the reputational risk of the Foreign Buyer and checking the Foreign Buyer regarding the relevant regulations for the prevention of money laundering and terrorist financing (i.e. compliance check), including the verification of these risks relating to the importing country?[ ]  No - please explain:      [ ]  Yes - please describe:       |
| **4. DATA ON BORROWER (PRIMARY DEBTOR)****(*to be completed when the Borrower is different than the Foreign Buyer*)** |
| Name       | Legal form       |
| Headquarters address (street, number, postal code, city, country)      | Registration number or another identification number (e.g. tax number)      |
| Persons responsible for the operations of the company – members of management or supervisory boards, procurators, etc. (first name, last name, position)      | Contact person (first name, last name, position, phone, e-mail)      |
| Year of incorporation      | Code and name of main activity according to the National Classification of Economic Activities/NACE      |
| Ownership structure (state up to the ultimate owner or enclose with the Application)      | Number of employees       as at       |
| Is Borrower part of the Group?[ ]  No[ ]  Yes – *state here or enclose with Application the basic information about the Group (including Group name, parent company name, other Group members, number of employees, etc.)*:       | Short business description (state here or enclose with the Application)      |
| Former experience of the Insured with the Borrower (description – state here or enclose with the Application)      |
| Have you carried out the process of determining the reputational risk of the Borrower and checking the Borrower regarding the relevant regulations for the prevention of money laundering and terrorist financing (i.e. compliance check)?[ ]  No - please explain:      [ ]  Da - please describe:       |

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| **5. DATA ON SECONDARY DEBTOR (*guarantor, warrantor, joint debtor,..*)*****(to be completed when there is secondary debtor)*** |
| Name       | Legal form       |
| Headquarters address (street, number, postal code, city, country)      | Registration number or another identification number (e.g. tax number)      |
| Persons responsible for the operations of the company – members of management or supervisory boards, procurators, etc. (first name, last name, position)      | Contact person (first name, last name, position, phone, e-mail)      |
| Year of incorporation       | Code and name of main activity according to the National Classification of Economic Activities/NACE      |
| Ownership structure (state up to the ultimate owner or enclose with the Application)      | Number of employees       as at       |
| Is secondary debtor part of the Group?[ ]  No[ ]  Yes – *state here or enclose with Application the basic information about the Group (including Group name, parent company name, other Group members, number of employees, etc.)*:       | Short business description (state here or enclose with the Application)      |
| Please, describe the type of guarantee/warranty/co-debtorship and state other description details (e.g. document, amount, date of issue, duration of guarantee/warranty/co-debtorship, etc.)      |
| Have you carried out the process of determining the reputational risk of the secondary debtor and checking the secondary debtor regarding the relevant regulations for the prevention of money laundering and terrorist financing (i.e. compliance check)?[ ]  No - please explain:      [ ]  Yes - please describe:       |

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| **6. DATA ON EXPORT CONTRACT** ***(an export contract that has not yet been formally concluded is also deemed an export contract)*** |
| Subject matter of Export Contract (export goods and services)      | Reference (number and date of conclusion, annexes, if any)      |
| Amount and currency of the Export Contract       |
| Documents evidencing the proper performance of the Export Contract (e.g., handover record, signed consignment note/ delivery note/waybill/bill of lading, copy of receipt, etc.):      |

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| **7. DATA ON LOAN CONTRACT** |
| Reference (number)      | Date (actual or expected date of conclusion)      |
| Purpose of loan       |
| Amount and currency of loan       | Share of loan with respect to the Export Contract (%)      |
| Contracted interest rate (%, fixed or variable)      |
| Contracted terms, conditions and dynamics of loan disbursement (*if disbursement in several tranches is foreseen, it is necessary to enclose a loan disbursement schedule with the Application for Insurance*):* Documentary preconditions for disbursement of loan funds (*specify*):

     * Dynamics and manner of disbursement (one or several tranches, from/to which event):

     * Duration of loan disbursement:       year(s) and       month(s)
* Expected loan disbursement start date:
* Expected loan disbursement end date:
 |
| Contracted terms, conditions and dynamics of loan repayment (*if repayment in several instalments is foreseen, it is necessary to enclose a loan repayment schedule with the Application for Insurance*):* Conditions for the start of loan repayment (required documentation):

     * Dynamics and manner of repayment (bullet or in \_\_ instalments monthly / quarterly / semi-annually or non-standard, of which the first instalment matures on \_\_):

     * Duration of loan repayment:       year(s) and       month(s)
* Expected loan repayment start date:
* Expected loan repayment end date:
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| Contracted collateral instruments (type and description, such as amount, date of issue, validity duration, assessed value, etc.)     Do you have a legal opinion on the enforceability of contracted collateral instruments?[ ]  Yes – *please describe or enclose with the Application*:      [ ]  No - *please explain*:       |
| Collateral assessment (coverage of loan by security)[ ]  high[ ]  usual[ ]  low | Other contracted collateral [ ]  negative pledge clause[[1]](#footnote-1)[ ]  pari passu clause[[2]](#footnote-2)[ ]  other – *please state*:      [ ]  N/A – no other collateral  |
| Contracted governing law under the loan contract      If the law of the Republic of Croatia is not the governing law, do you have a legal opinion on the characteristics of the contracted law?[ ]  Yes – *please describe or enclose with the Application*:     [ ]  No - *please explain*:       | Contracted court jurisdiction in case of disputes and arbitration proceedings      |
| Other significant information on the loan contract       |

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| **8. REQUESTED TERMS AND CONDITIONS OF INSURANCE**  |
| Requested insurance coverage level (maximum coverage possible is 95%)     % |
| Financing of insurance premium – would you like to include the insurance premium into the loan principal? [ ]  Yes[ ]  No |
| Currency of indemnity payment [ ]  currency of Buyer Credit[ ]  other currency – *please state and explain*:       |
| Other      |

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| **9. IS THE FOREIGN BUYER LISTED IN THE DEBARMENT LISTS OF THE FOLLOWING INTERNATIONAL FINANCIAL INSTITUTIONS?** |
| The World Bank Group (WB Listing of Ineligible Firms and Individuals) | [ ]  No [ ]  Yes - *please explain*:       |
| The European Bank for Reconstruction and Development (EBRD Debarment List) | [ ]  No [ ]  Yes - *please explain*:       |
| The Asian Development Bank (Anticorruption and Integrity Sanctions) | [ ]  No [ ]  Yes - *please explain*:       |
| The Inter-American Development Bank (Sanctioned Firms and Individuals) | [ ]  No [ ]  Yes - *please explain*:       |
| The African Development Bank Group (List of Debarred Entities) | [ ]  No [ ]  Yes - *please explain*:       |
| **IS THE FOREIGN BUYER, ITS OWNER OR ANYONE ACTING ON ITS BEHALF LISTED IN THE SANCTION LISTS OF THE EU, THE GREAT BRITAIN, AND/OR THE USA?** |
| [ ]  No [ ]  Yes - *please explain*:       |

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| **10. HAS THE FOREIGN BUYER OR ANYONE ACTING ON ITS BEHALF BEEN CHARGED WITH OR, IN THE PAST 5 YEARS, CONVICTED OF VIOLATING THE LAW AGAINST BRIBING PUBLIC OFFICIALS IN ANY COUNTRY?** |
| [ ]  No [ ]  Yes - *please explain*:       |

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| **11. ASSESSMENT OF CREDIT RISK ACCEPTABILITY (including financial and non-financial analyses of the Foreign Buyer / Secondary Debtor / other debtors as well as (if applicable) the analysis of the business plan of the Foreign Buyer / Primary Debtor / Secondary Debtor, and cash-flow projections for loan repayment**  |
| [ ]  enclosed[ ]  description:       |

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| **12. SUSTAINABLE OPERATIONS – IMPACT OF EXPORT TRANSACTION ON THE ECONOMIC, ENVIRONMENTAL AND SOCIAL ASPECTS OF THE IMPORTING COUNTRY**  |
| The impact of an export transaction on the economic, environmental and social aspects of the importing country must be considered if the contracted payment terms[[3]](#footnote-3) under the Export Contract are one year or longer (sustainable export finance) or two years or longer (environmental protection and social impact) and if an export transaction does not relate to exports of military equipment or agricultural products, in accordance with item 8 of Enclosure 1 to the Application.Irrespective of this obligation, if other procedures are carried out by the Insured for determining export transaction impacts in terms of sustainable operations in the importing country, they should be stated.1. Sustainable export finance

[ ]  N/A; payment terms are shorter than one year and/or export transaction relates to exports of military equipment or agricultural products [ ]  this has been considered by the Exporter in Enclosure 1 to the Application☐ this has been considered by the Insured – *please describe or enclose with the Application*:      1. Environmental protection and social impact

[ ]  N/A; payment terms are shorter than two years and/or export transaction relates to exports of military equipment or agricultural products;.[ ]  this has been considered by the Exporter in Enclosure 1 to the Application☐ this has been considered by the Insured – *please describe or enclose with the Application*:       |

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| **13. STATE OTHER DATA THAT ARE KNOWN TO YOU AND THAT MIGHT BE RELATED TO THE ASSESSMENT OF BUSINESS EVENT RISK** |
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| **14. OBTAINING OF FINANCIAL STATEMENTS THAT ARE NEEDED FOR THE ASSESSMENT OF THIS APPLICATION**  |
| **Foreign Buyer**[ ]  Obtained by the Insured and enclosed with this Application [ ]  The Insured authorises HBOR to obtain the statements and is obliged to reimburse the costs of obtaining the statements |
| **Primary Debtor *(if other than the Foreign Buyer)***[ ]  Obtained by the Insured and enclosed with this Application [ ]  The Insured authorises HBOR to obtain the statements and is obliged to reimburse the costs of obtaining the statements  |
| **Secondary Debtor *(if any)***[ ]  Obtained by the Insured and enclosed with this Application[ ]  The Insured authorises HBOR to obtain the statements and is obliged to reimburse the costs of obtaining the statements  |

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| **15. THE FOLLOWING DOCUMENTS ARE CONSIDERED TO BE CONSTITUENT PARTS OF THIS APPLICATION (please, mark):** |
| [ ]  Projection of loan disbursement and repayment schedules  |
| [ ]  Assessment of credit risk acceptability (in a form acceptable for the Insured) that includes as follows: [ ]  Financial and non-financial analyses of:[ ]  Foreign Buyer [ ]  Primary Debtor *(if other than the Foreign Buyer)*[ ]  secondary debtor [ ]  Analysis of business plan of Foreign Buyer / Primary Debtor / secondary debtor and cash-flow projections during loan repayment |
| [ ]  Financial documentation (audited financial statements) of:[ ]  Foreign Buyer[ ]  Primary Debtor *(if other than the Foreign Buyer)*[ ]  secondary debtor |
| [ ]  Enclosure 1 to the Application for Insurance that the Bank or the Insurer collects from the Exporter together with the Application, and it contains at least the following:* Data on Exporter and Export Contract (description of financial and market positions of the Exporter, description of the Export Contract (export goods, subcontractors, dynamics and manner of implementation, sources of finance, etc.), ability to perform the Export Contract (references, experiences) as well as experiences of the Exporter in the foreign market)
* Statements of the Exporter on:
* accuracy and truthfulness of data stated in Enclosure 1 to the Application,
* meeting of the Exporter’s obligations under the Insurance Contract,
* protection of personal data,
* giving of consent for the public disclosure of data,
* compliance with the regulations against bribery in international trade,
* non-conviction
* Financial documentation of Exporter (audited financial statements)
* Certificate of the Tax Administration on the balance of the Exporter's debt based on public contributions issued not more than 30 days beforehand
* Explanation of the contribution of the export business to the stimulation of the economic and social progress of the importing country (*if applicable*)
* Confirmation by a state body from the importing country that the export business/cost is in accordance with the policies of the International Monetary Fund or the World Bank (*if applicable*)
* Questionnaire on Environmental Protection and Impact on Society (*if applicable)*
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| [ ]  Other – *please, state*:[ ]       [ ]       [ ]        |

**Other provisions**

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| The Insurance Contract consists of the General Terms and Conditions on Insurance of Buyer Credit OU-KK-01/22 (hereinafter: the General Terms and Conditions) and the Insurance Policy of Buyer Credit (hereinafter: the Insurance Policy) with enclosures. The enclosures to the insurance policy that are considered to be its constituent parts are this Application for Insurance (completed) (hereinafter: the Application) and other documents as agreed by the parties to the contract. 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 and conditions set forth in other related documents. The Applicant shall pay to HBOR a fee for processing the Application, which is charged on the basis of the applicable Ordinance on Fees for HBOR Services.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: name of company, amount of 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 increase/decrease 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 requesting information the data 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. |

**Statements by 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 substantive and criminal liability, that all data stated in the Application are true and complete, that it has not concealed any data which might affect the execution and fulfilment of the Insurance Contract, and that, should a change in the data stated in the Application occur, it shall immediately inform HBOR thereof.The Applicant agrees that the Insurance Contract is drawn up and executed exclusively on the basis of the information provided in the Application and that, before signing the Application, it has received and read the General Terms and Conditions and that it has fully understood them.**Protection of personal data**The Applicant confirms that it is familiar with its rights and information on the processing and protection of personal data processed by the Insurer, published in the documents Privacy Policy and Information for Data Subjects. The principles and rules of personal data processing are regulated by the documents Privacy Policy and Information for Data Subjects, which are publicly available on the Insurer's website at: [www.hbor.hr](http://www.hbor.hr).The Insurer processes personal data exclusively for the purpose of insurance business for which the Insurer is authorised by the applicable regulations. In accordance with the regulations governing the field of personal data protection, particularly 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 and on repealing Directive 95/46/EC (General Data Protection Regulation) as well as the General Data Protection Regulation Implementation Act, the Insurer shall preserve the confidentiality of all personal data regardless of whether personal data are entrusted to it for processing or have otherwise become known or available to it during a contractual relationship.**Statement on giving consent for the public disclosure of data** The Applicant gives its consent to HBOR for public disclosure of the following data, if the export transaction is considered from the standpoint of environmental protection and impact on society and is classified in the category A or B: * Name of programme,
* Name of Exporter,
* Name and description of project,
* Classification of project category and reasons for such classification (including type of project and type of reviewed documentation),
* Country in which the project is carried out.

The Applicant gives its consent to HBOR for public disclosure of the following data for the purpose of reporting to the relevant and regulatory bodies:* Name of programme,
* Insured sum,
* Duration of insurance,
* Name and activity of Exporter,
* Type of goods and/or services that are the subject matter of export credit insurance,
* Foreign buyer and importing country,
* Indemnity,
* Insurance premium,
* If export transaction is considered from the standpoint of environmental protection and impact on society and is classified in category A or B: name of programme, name of exporter, name and description of project, classification of project category, reasons for such classification (including type of project and type of documentation reviewed), country in which the project is carried out,
* Other data in accordance with the requirements of the relevant and regulatory bodies.

With respect to the stated data, HBOR is released from the obligation to maintain banking secrecy provided for in the provisions of the applicable Credit Institutions Act, i.e., its possible amendments. For the publication of other data collected by HBOR in the performance of export credit insurance operations, HBOR is obliged to request the prior written consent of the Applicant, unless otherwise specified by the relevant regulations or unless the data are already publicly available. |

**Applicant**

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| Place and date      | **Person legally authorised to represent or authorised by persons authorised to represent**First name, last name:      Position:      Signature**:** |

1. Negative pledge clause (negative covenant) is a provision by which the Borrower and/or secondary debtor (if any) undertakes not to encumber (any) of his/her assets, or to do so only if it does not jeopardise the security or priority of the lender's receivables, that is, that he/she shall, at any future moment, if he/she borrows or encumbers his/her assets in any way, ensure that the lender's receivables are equally covered (secured) as they were at the time they arose. [↑](#footnote-ref-1)
2. Pari passu clause (covenant of equal standing) is a provision by which the Borrower and/or secondary debtor (if any) undertakes to ensure that the lender's receivables under the loan contract are ranked at least in an equal position with the existing and future unsecured monetary receivables of other creditors, except for those that have legal priority. [↑](#footnote-ref-2)
3. In case of export contracts, under which payments are made upon the stages of performance of an export contract, it is verified whether payment terms of every individual stage are one year/two years or longer. [↑](#footnote-ref-3)