

**ATA Carnet Guarantee Proposal Form: To be completed by Carnet Holder
Underwritten By Aviva Insurance Limited**

Name & contact details:

Itinerary:

Duration in months:

Goods type/code:

Nature of business:

Europe/Worldwide (please delete)

Total Value Of Goods:

Premium:

Guarantee Amount:

Are the goods insured on ALL RISKS basis:

Please note:

- a. Should the guarantee amount exceed £200,000 it is essential that this proposal is accompanied by the Proposers last years Audited Accounts unless these are already In possession of the Guarantor and a copy of their current Bank Facility Renewal Letter. For companies in a group Consolidated Audited Accounts are required.
- b. That the guarantee amount is not always the same total as the total value of the equipment
 1. The Guarantee, if provided will not relieve you of paying duty should the necessity arise.
 2. Failure to observe foreign and UK customs requirements relating to the Carnet may render you liable to a claim under the counter Indemnity below 3, The Carnet must be returned to the Chamber after use.
 4. The undersigned hereby declares that duty covered hereon is in respect of goods for temporary importation only.
 5. All material facts must be disclosed. Failure to do so could invalidate the guarantee. A material fact is one which is likely to influence the Guarantor in the acceptance and assessment of this proposal. If you are in any doubt as to whether a fact is material then it should be disclosed to the Guarantor. If any changes in circumstances arise during the period of the guarantee please provide the Guarantor with details. 6. We recommend you keep a record (including copies of letters) of all information provided to the Guarantor for your future reference. A copy of the completed proposal form will be supplied on request within a period of three months after completion.

Premium and Counter Indemnity

Upon acceptance of this proposal by the Guarantor, as consideration for the Guarantor entering into the Guarantee hereby requested. the proposer agrees:-

- i) to pay the premium set out below, and
- ii) upon first written demand to the Guarantor by the Chamber to pay the amount under the Guarantee ("the Debt"), to pay to the Guarantor the Debt so demanded and on default interest on the Debt at 2% per annum above Barclays Bank plc minimum lending rate for the time being during the period the Debt remains unpaid.
- iii) to indemnify the Guarantor against all liability of any kind which the Guarantor may incur under the Guarantee and against all proceedings damages costs charges expenses and foreign currency exchange rate losses whatsoever in relation to the Guarantee

The Guarantor Is Aviva Insurance Ltd, registered in Scotland number 2116. Registered Office Pitheavlis, Perth, PH2 0NH A member of the Aviva Group. Authorised and Regulated by the Financial Conduct Authority

Declaration

I/we have read, understand and accept the terms and conditions and the counter-indemnity shown above. I/we also accept that the information provided will be made available to both Aviva and the Chamber.

I/we request the Guarantor to furnish a Guarantee on my/our behalf to Customs & Excise in accordance with the information contained in this proposal.

I/we declare that customs duty and taxes to be covered by the Guarantee is in respect of goods for temporary importation only.

I/we understand the contents of this completed proposal and declare that the information given is to the best of my/our knowledge and belief correct end complete. I/we agree that the statements in this proposal shall form the basis of a contract between the Guarantor and myself/ourselves and if the risk is accepted I/we shall undertake to pay the premium when called upon to do so. I/we understand that information may be disclosed to the Financial Conduct Authority an other regulatory bodies for the purpose of monitoring and enforcing the Guarantors compliance with any regulatory rules.

Duly Authorised Signatory:

Date:

Print Name:

Official Use Only:

Guarantee
Amount _____
Premium: _____
Issue Fee: _____
Vat: _____
Total: _____

GUARANTEE NUMBER

CARNET NUMBER

Material Facts

All material facts must be disclosed. Failure to do so could invalidate the guarantee. A material fact is one which is likely to influence a guarantor in the acceptance and assessment of this application. If you are in doubt as to whether a fact is material then it should be disclosed to the guarantor. If any changes in circumstances arise during the period of the guarantee please provide the guarantor with details.

A specimen copy of the guarantee wording is available on request. We recommend you keep a record (including copies of letters) of all information provided to the guarantor for your future reference. A copy of the completed application form will be supplied on request within a period of three months after its completion.

Complaints Procedure

Aviva is a member of the Financial Ombudsman Service scheme for complaints from private guarantee holders, certain small businesses, charities and trusts. Should you have a complaint, please initially notify your insurance adviser or usual Aviva point of contact. Full details of our complaints procedure will be set out in your guarantee document, or from your usual Aviva contact. The complaints procedure does not affect your right to take legal action.

Choice of Law

The appropriate law as set out below will apply unless you and the guarantor agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named guarantee holder normally lives; or
2. In the case of a business, that law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

Data Protection Act - Information Uses

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data you supply is Aviva Insurance.

Guarantee Administration

Information you supply may be used for the purposes of guarantee administration by the guarantor, its associated companies and agents, by reinsurers and your intermediary. It may be disclosed to the regulatory bodies for the purposes of monitoring and/or enforcing the guarantor's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, the guarantor or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy or repossessions). Information may also be shared with other guarantors either directly or via those acting for the guarantor (such as loss adjusters or investigators).

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

Credit Searches and Accounting

In assessing your application, the guarantor may search files made available to it by credit reference agencies who may keep a record of that search. The guarantor may also pass to credit reference agencies information it holds about you and your payments record. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud.

The guarantor may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the guarantor, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

Sensitive Data

In order to assess the terms of the guarantee contract or administer claims which arise, the guarantor may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application you will signify your consent to such information being processed by the guarantor or its agents.

Marketing

AVIVA group and its agents may use your information to keep you informed by post, telephone, e-mail or other means about products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. If you do not wish your information to be used for these purposes please write to Aviva, FREEPOST, Mailing Exclusion Team, PO Box 903, Sheffield, S11 8LE.

Fraud Prevention

Guarantors pass information to the Claims and Underwriting Exchange register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help guarantors to check the information provided and also to prevent fraudulent claims. When your request for a guarantee is dealt with, the register may be searched. When you provide information about an incident (such as fire, water damage or theft) which may or may not give rise to a claim, information relating to that incident will be passed to the register. You can ask the guarantor for more information about this.

You should show these notices to anyone who has an interest in property insured under the policy.

Declaration

I/We understand that the information on this form and about any incident I/we may give details of, will be passed to Insurance Database Services Ltd (IDS Ltd) so that they can make it available to other guarantors. I/We understand that, in response to any searches that may be made in connection with this application or any incident I/we have given details of, Insurance Database Services (IDS Ltd) may pass to my/our guarantors information it has received from other incidents involving anyone guaranteed under the policy.

Signature

Date