

Collateral Promise for the application of a Carnet de Passages (Version 24A)

If the applicant is not the vehicle owner as shown in the vehicle registration papers, the vehicle owner is required to complete and sign this additional form.

Personal details of Carnet de Passages applicant	
Family/ Company Name	Surname
Street & no.	ZIP code, city/town, country
Date of birth (dd/mm/yyyy)	

Data protection policy
The current privacy notice can be found here: Information brochure and privacy notice

Commitment**1. Conditions of use for the customs document and the vehicle**

The customs document – Carnet de Passages – may only be used for temporary importation of the vehicle into other countries. I hereby declare for the benefit of the competent authorities in lieu of an oath and for the benefit of ADAC that the details stated by me in this Commitment are correct, that I have no residence under applicable local laws or customs law provisions in the countries for which the customs document has been applied for nor that I will take residence in any such country during the validity of the customs document. The vehicle listed in the customs document will only remain outside the country of origin in conformity with the relevant customs provisions, but not beyond the validity of the customs document. The vehicle will be exclusively used for personal purposes of the Carnet holder, it will not be changed structurally, neither sold, lent or hired out, given away, pledged nor made available for use by other persons.

2. Ownership of the customs document

The customs document is and remains the property of ADAC. It cannot be transferred. Dispositions in favour of third parties as well as a right of retention of the customs document are excluded. ADAC has to be informed immediately if the customs document is lost. The consequences of a loss have to be borne by the holder of the Carnet de Passages, regardless of whether or not the loss was caused intentionally or negligently.

3. Deposit/bank guarantee

The issuing of a Carnet de Passages is subject to a security with ADAC. The security can be made by the applicant or any third party (individual or legal entity) either by bank transfer into the ADAC account indicated in the application documents or by bank guarantee. Deposits made by bank transfer to the ADAC account will not accrue any interest during the period of deposit. The bank guarantee form attached to this Commitment must be used for bank guarantees. The amount of the security depends on the vehicle type, the current market value of the vehicle and the destination. The fee shown in the table of fees as amended at the time of the application shall apply.

With respect to the competent domestic and international authorities, the national and international automobile clubs and other institutions, ADAC, as the issuer of the customs document, vouches for the compliance by the Carnet holder with any obligations in connection with customs documents issued by ADAC. ADAC is therefore obliged to pay any claims made by the aforementioned parties resulting from the use of a Carnet de Passages. Should any claims be made by the aforementioned parties, ADAC will contact the Carnet holder in writing with respect to the validity of the claim. Should the claim be valid, ADAC shall use the security or part of it to cover such claims.

4. Assumption of guarantee

For the event that ADAC is unable to fully satisfy the existing customs claim from the amount deposited and the Carnet holder ignores ADAC's request for payment (of the difference between the total amount of the customs claim and the security), ADAC has taken out insurance with Lloyd's of London to cover the risk of claims lodged by the above parties.

Where Lloyd's of London release ADAC from its obligations towards the above parties, the claims lodged against the Carnet holder (that have transferred from the above parties to ADAC) transfer to Lloyd's of London. Lloyd's of London have assigned the right for compensation arising from the payments made on the basis of the insurance contract to

Miller Insurance Services LLP, 70 Mark Lane, London, EC3R 7NQ, United Kingdom

Therefore, Miller Insurance Services LLP are entitled to raise any existing claims from this customs document against the Carnet holder in their own name, including by legal action. By signing the document, the Carnet holder confirms knowledge of such entitlement of Miller Insurance Services LLP.

5. Obligations at and after re-exportation

The Carnet holder assumes the obligations towards ADAC listed below:

- to re-export the vehicle from the respective customs territory before the validity of the Carnet expires,
- to have the Carnet de Passages duly and permanently cancelled (cf. item 4 of the information on the application and use of the Carnet de Passages), and
- to promptly return the cancelled Carnet (cf. item 4 of the information on the application and use of the Carnet de Passages) to ADAC together with the vehicle-related Certificate of Location confirmed by the customs office (cf. items 4, 7 and 9 of the information on the application and use of the Carnet de Passages) after termination of the journey, however no later than 4 weeks after expiry of the customs document.

If the Carnet is not properly cancelled, additional cancellation fees may apply and be charged to the Carnet holder by ADAC.

6. Obligations in the event of re-entry without vehicle

When the re-exportation of the vehicle is not possible, e.g. owing to an accident, theft or for other reasons, the Carnet holder shall take every reasonable step to either have ownership of the vehicle unconditionally surrendered to the government or have the vehicle scrapped or customs-cleared under customs supervision. In any event, the Carnet holder shall be required to contact the local customs authorities. If required, the automobile club of the importing country may also be able to provide assistance. The Carnet holder shall ensure that the customs authority issues a customs clearance document including the complete vehicle data (chassis, engine no.) and irrevocably cancels the customs document. Item 5 last sentence of this Commitment shall apply accordingly.

7. Obligations with respect to customs procedures

The Carnet holder authorises ADAC (supported by Miller Insurance Services LLP, if required) to take, at his or her expense, any and all measures considered necessary regarding the processing of the customs document and any receivables and liabilities resulting thereof. The Carnet holder undertakes to send all records required for this purpose to ADAC or Miller Insurance Services LLP upon first request and without delay. The Carnet holder undertakes to reimburse ADAC or Miller Insurance Services LLP for the costs and expenses claimed in connection with the settlement of a customs document and charged by the customs administration of the importing country. The amount due shall be the amount actually reimbursed by ADAC or Miller Insurance Services LLP for the customs claim. The applicant acknowledges that being the signatory of the application and/or the vehicle owner, he or she must assume full responsibility for any undertakings and obligations from this declaration.

8. Liability

ADAC shall endeavour to the best of its knowledge to provide up-to-date information and to issue the customs documents without delay and with due diligence. ADAC and Miller Insurance Services LLP, provided the latter are involved in the enforcement of the claim from the customs document or any subsequent settlement of the same, shall not be liable for damage of any kind, including but not limited to damage from incorrect or incomplete information and the processing of any customs claims unless such damage was caused by intent or gross negligence. Such limitation of liability shall not apply to damage or loss in respect of personal injury to life or limb or injury to health.

9. Reimbursement of deposit or release of bank guarantee

Upon return of the duly and definitely cancelled customs document by the Carnet holder, ADAC reserves the right to verify all entries in the customs document as to their compliance with the conditions and the importing countries' customs provisions. Such being the case, ADAC shall be obliged to disburse the deposit to the authorised recipient mentioned in the application form or, where a bank guarantee was provided, to inform the relevant bank about the release of the guarantee, and to return the bank guarantee document. ADAC shall not disburse any interest on the deposit. The deposit will be refunded by bank transfer from the ADAC head office in Munich. If the customs document is not used, the issuing fee will not be refunded.



10. Data protection policy

ADAC is the controller within the meaning of Art. 4(7), GDPR. The Carnet holder's personal data shall be processed for the purposes specified in the Commitment, to safeguard vested interests (e.g. to prevent fraud) pursuant to Art. 6(1) (f), GDPR and to conclude, perform or cancel the contract by ADAC e.V., the AIT/FIA in their quality as the governing federations, the competent national automobile club, reinsurer (Art. 6(1) (b), GDPR) and authorities (including, without limitation, the customs authorities, Art. 6(1) (e), GDPR). Personal data will not be transmitted to any third party unless required, e.g. to the authorities to directly collect and enforce any fees, costs or fines (Art. 6(1) (c), GDPR). No further use of personal data shall be made unless permitted by law or with the Carnet holder's prior consent. For further information please visit [information brochure and privacy notice](#).

11. Applicable law and venue

Any and all legal relationships resulting from this Commitment between ADAC and/or Miller Insurance Services LLP and the Carnet holder shall be subject to the laws of the Federal Republic of Germany. Where the undersigned has/have no general venue in Germany, jurisdiction shall be vested in the courts of Munich.

Vehicle Details		
Country of registration	Licence plate	Vehicle identification number (VIN/chassis no.)

Vehicle owner:		
COLLATERAL PROMISE		
Any person co-signing besides the applicant shall be jointly and severally liable to ADAC and Miller Insurance Services LLP in the same way and to the same extent for all claims raised against the applicant in accordance with the Commitment. I confirm that I have fully read and accepted the Commitment as well as the privacy notice.		
Family/company name	Surname	
Street & no.	ZIP code, city/town, country	
Phone no. incl. area code (daytime)	Date of birth (dd/mm/yyyy)	Identification document <input type="checkbox"/> Passport <input type="checkbox"/> Identity card
 Place, date	Vehicle owner's signature	Company stamp 

If the vehicle is registered in the name of a company, ADAC also needs a copy of the commercial register extract (not older than four weeks) that includes the name of the authorised signatory.