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DIRECTORATE-GENERAL
TAXATION AND CUSTOMS UNION
Customs
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Guarantees for potential or existing customs debts –Title III UCC
(Rev.2-EN)

Annex 3: Questions and answers

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3.1 WAIVER OF GUARANTEE IN ACCORDANCE WITH ARTICLE 89(9) UCC

- *Does the statistical value threshold referenced in this provision (currently EUR 1 000) relate to the concrete amount in connection with - for instance - the authorisation for using a special procedure or the authorisation for temporary storage facilities?*
- *Could the threshold apply to the authorisation for a comprehensive guarantee as well, in such a way that the authorities could waive the requirement of a guarantee when the reference amount is below the threshold?*

It is possible to waive the requirement of a guarantee when the amount of the individual guarantee or the reference amount of the comprehensive guarantee is below this threshold.

3.2 COMPETENT AUTHORITY GRANTING THE AUTHORISATION FOR THE PROVISION OF A COMPREHENSIVE GUARANTEE (CGU AUTHORISATION)

- *Does Member State A, where no customs procedures are carried out, have the competence to grant an authorisation to provide a comprehensive guarantee to be used only in Member State B, where goods are placed under a customs procedure?*

In principle, the customs authorities from all the Member States (MSs), where the economic operator carries out its customs activities, have the competence to grant the underlying comprehensive guarantee authorisation, if the operator's accounts are held in or accessible to the customs authorities of those Member States. However, if the economic operator imports goods through a Member State (MS) that does not have access to the operator's accounts, that MS does not have the competence to grant the relevant CGU authorisation. If an authorised economic operator (AEOC) applies for a comprehensive guarantee authorisation, it is recommended that the customs authority that granted the AEOC status also grant the CGU authorisation.

- *Can the customs office responsible for accepting the comprehensive guarantee be an office different from the one that granted the authorisation to use the comprehensive guarantee?*

In principle, the customs authority granting the authorisation for the provision of a comprehensive guarantee (of MS1) should also be responsible for accepting the underlying comprehensive guarantee(s).
Nevertheless, if an economic operator established in MS1 applies for a CGU authorisation in MS1 to cover customs activities it carries out in MS2, the operator may provide the underlying guarantee to cover those operations directly to the customs authority of MS2, which in this case will be the customs authority responsible for accepting that guarantee.

- *How strictly must we check and consider the first condition mentioned in Article 22(1), last sub-paragraph of the UCC (the applicant's main accounts for customs purposes are held or accessible in the MS)?*

Both terms ‘held’ and ‘accessible’ are alternatives to be considered equally when this condition is checked. The legal provision referred to does not specify how access should be given to the accounts. Nevertheless, the customs authority, which considers itself the competent authority, should assess, in each case, whether the accounts are sufficiently accessible to fulfil its obligations in relation to the authorisation. Therefore the accounts should be accessible in such a way that customs is able to make that assessment, monitor the authorisation, audit the holder of that authorisation and, if necessary, take all requisite actions to collect the debts related to the respective authorisation.
Many companies are actually able to grant customs offices from several MSs access to their digital records/accounts by:
- giving customs physical access to a location where the documents are held or to the archives,
- allowing customs officers to use the company’s computer or
- giving remote access to the records directly from the customs officer’s computer (online).
Nevertheless, the level of access that customs needs/requires can be different from one MS to another.

- *Does a customs authority have the competence to accept and process the application and issue the authorisation to provide a comprehensive guarantee, if the applicant is established in another MS but all the activities to be covered by that decision (use of comprehensive guarantee) are to be carried out in the MS of the customs authority in question?*

This would be possible only if the accounts are accessible for the MS where the customs activities are carried out (i.e. for the MS of the customs authority in question).
Nevertheless, this is advisable only for situations where:
1. the applicant is not an AEOC, and
2. the applicant wants to cover with that guarantee the customs debts that s/he has incurred (e.g. release for free circulation with or without deferred payments).
In all other situations, it is recommended that the MS where the economic operator holds its accounts/is established should grant the authorisation to provide a comprehensive guarantee, even though the operator carries out its activities in another MS. When establishing the reference amount, the MS granting the CGU authorisation must consult the customs authority of the MS where the economic operator carries out its customs activities (Article 8 UCC TDA).

3.3 DATA ELEMENTS SPECIFIC TO GUARANTEES

- *Does the data element 8/6 (guarantee reference number) required for authorisations 8a-e (the use of inward processing, outward processing, end-use, temporary admission and operation of storage facilities for customs warehousing) in Annex A exclude more than one GRN in one authorisation?*

The data requirements in Annex A of UCC IA provide for the cardinality ‘1x’ for this data element. This means that only one GRN must be granted for each part of the reference amount, which is monitored in accordance with Article 157 UCC IA. According to Article 154 UCC IA, the GRN corresponds to the part of the established reference amount and not to the guarantee itself. An additional guarantee, if required,

has to be registered under the same GRN. Nevertheless, customs should be able to track any modification of the respective guarantee under that GRN (e.g. additional guarantee, partial release of that guarantee, guarantor, geographical validity and so on).

- *Does the data element 8/7 (guarantee amount) required for authorisations 8a-e (the use of inward processing, outward processing, end-use, temporary admission and operation of storage facilities for customs warehousing) in Annex A limit the flexibility of using the comprehensive guarantee for more than one procedure? Could you clarify whether the guarantee amount at stake is allocated to one authorisation for a special procedure (SPE) or if the global guarantee amount covering several SPE authorisations, monitored by audit, can be repeated in each of these authorisations?*

Annex A UCC DA states the following: '8/7 Guarantee amount. All relevant table columns used: Introduce the amount of the individual guarantee or, in the case of the comprehensive guarantee, the amount equivalent to the part of the reference amount allocated to the specific authorisation for temporary storage or special procedure.'
In other words, for the data element 8/7 of Annex A, the reference amount allocated to each specific customs procedure other than transit or temporary storage (TS) has to be shown on the authorisations for SPE or TS. Different GRNs may be allocated to each part of the reference amount corresponding to each authorisation for TS or SPE other than transit.

Indeed the split of the reference amount for each special procedure and TS could limit its flexible usage over time. Nevertheless, to preserve this flexibility, the customs authority may decide to establish a global amount adding up the reference amounts for all SPE other than transit and that could be indicated as such on the underlying undertaking as well. To this global amount, the customs authority could allocate one GRN and repeat it on each authorisation for SPE other than transit. **However, the amount indicated on each authorisation for SPE other than transit should correspond to the part of the reference amount allocated to the specific authorisation for temporary storage or special procedure and not to the global amount.** Data element VI/5, in the authorisation for the comprehensive guarantee, should indicate how the global reference amount is established.

When deciding which method to use to record the guarantee amount in the customs decisions system and allocate the GRN, the key element remains how the reference amount is monitored, in accordance with Article 154 UCC IA.

3.4 GUARANTEE VALID IN MORE THAN ONE MS

- *What is the meaning of the usage of the guarantee in more than one MS? Does it cover only cases where the operations under a certain authorisation are going to be launched in more than one of those MS or does it also include cases where the operations covered by the guarantee are going to be started in only one of the MS, e.g. where the goods are placed under a procedure in one MS and the procedure is discharged in another MS after movement of the goods?*

In both cases, customs should require a guarantee valid in more than one MS.

In the first case, where the operations under a certain authorisation are going to be launched in more than one MS, the reference amount has to be divided between those MSs, in accordance with Article 8 UCC TDA. The guarantee may be valid only in those MSs if the goods are not moved across the territory of other MSs.

In the second case, where the operations covered by the guarantee are going to be started in one of the MSs (e.g. where the goods are placed under a procedure in one MS) and the procedure is discharged in another MS after the movement of goods, customs should require a guarantee that is valid across the EU. For this guarantee, the reference amount does not have to be divided (i.e. the comprehensive guarantee for transit).

More information about the requirements concerning the geographical validity of guarantees is included in Section II.3.1 and Annex 2.2 of the guidance on guarantees[1].

- *Is it possible to list the cases in which the guarantee can be used in more than one MS? Are they: centralised clearance (CC), movement of goods in SPE or TS, placement of goods under customs procedures by one economic operator in more than one MS? Are there more cases?*

It is not possible to list all cases where a guarantee has to be provided for use in more than one Member State. All customs procedures can be subject to this specific requirement for a guarantee. The geographical scope of a guarantee is linked to the place where the customs debt was incurred/may incur, which can happen in any MS if the goods are moved across the territory of more than one MS. The guidance on guarantees (Section II.3.1, Annex 2.2) provides more information and specific examples to reflect the implementation of the relevant legal provisions.

- *Can an economic operator provide several single-MS guarantees instead of one multi-MS guarantee, having in mind lower guarantee costs, for example in the MS where the VAT amount does not have to be covered by a 'national' guarantee?*

Preferably, if there is only one CGU authorisation covering these cases, only one undertaking should be provided for the full reference amount. Nevertheless, in practice, the geographical scope of each undertaking may be limited to a single MS, which is responsible for establishing the respective part of the reference amount and collecting the debts covered by that part of the guarantee. In other words, an economic operator may provide several guarantees valid in one MS instead of one guarantee valid in more than one MS. This is only possible if the operator carries out the customs operations covered by each guarantee in the MS where that guarantee is valid and if those goods are not moved through the territory of other MSs before the customs procedure is discharged or the customs debt is extinguished.
This is the case where the reference amount is split between those MS.

[1] https://ec.europa.eu/taxation_customs/sites/taxation/files/ucc_guidance_guarantees_for_customs_debts_rev1_en.pdf

- *Can the VAT amounts not be covered by a guarantee valid in two MSs if in those two MSs the VAT does not have to be covered by the 'national' guarantee?*

According to Article 89(2) UCC, where the economic operator provides a guarantee to be used in more than one Member State (valid in two or more MS), the customs office of guarantee must calculate the reference amount in such a way that it covers import/export duties and other charges, including VAT due in connection with the import/export. The reference amount corresponding to the other charges is established in accordance with Articles 148(2) and 155(1)(b) UCC IA.

- *How should the guarantee be provided for national VAT and other charges in case of EU Centralised Customs Clearance? (The customs declaration is filed in one Member State with guarantee coverage for customs duty, but goods are presented in another Member State, where they are subject to national VAT and other charges.)*

If the guarantee is valid in both MSs, it covers the other charges as well, including the VAT amount.

- *What is the scope of Article 8 TDA, laying down the provisions on division of the guarantee reference amount between the MSs in which the guarantee is valid? Is this applicable if customs operations are opened in one of the MS and they are discharged in another one? Article 8 TDA seems to be applicable only if the customs operations are being opened in more than one MS.*

Indeed, Article 8 UCC TDA is applicable only if the customs operations are opened in more than one MS. If the operations are opened in only one MS, the reference amount should not be split between the MSs in the territory of which that guarantee is valid.

- *Does it mean that an EU-wide valid guarantee is needed to include goods under the procedure in two different MSs (in MS1 and MS2) and that all MSs should be consulted?*

An EU-wide valid guarantee is required if the goods are released for the customs procedure/ TS in MS1 and then, before the discharge, they are moved across the territory of another MS. If the goods are moved only across the territory of one single MS, which is the MS where they were released (MS1 or MS2), but not across the territory of any other MS, the guarantee only needs to be valid in the MSs where the operations are opened (MS1 and MS2).
The consultation procedure is mandatory if the reference amount is split (Article 8 TDA), and only MSs where the guarantee is required (parts of the reference amount are valid) need to be consulted. MSs may have to consult each other as well in order to check the other conditions (Article 95 UCC) for granting the authorisation to provide a comprehensive guarantee. The guarantee's geographical validity is related to the place where the customs debt incurs. EU-wide valid guarantees are required when goods are moved under one authorisation between two locations situated in different MSs.

- *Is a comprehensive guarantee that is valid in more than one MS required for a special procedure, where the re-export at the customs office of exit is granted as a tool for discharge of this special procedure? For example, for re-export after:*
  - *inward processing,*
  - *customs warehousing,*
  - *temporary import/temporary admission.*

According to Article 211 (3) (c) UCC, for the granting of an authorisation to place non-EU goods under a special procedure other than transit, a guarantee is required. When re-export at the customs office of exit is used as a tool for discharge, a separate guarantee is not needed for the re-export declaration. The guarantee for the special procedure remains valid for that declaration as well, since the special procedure is discharged only when goods have left the customs territory of the European Union (Article 267 (5) UCC-IA), that takes place after the acceptance of the re-export declaration. The geographical validity of that guarantee should be established in accordance with the need to move the goods within the EU territory, until the operation is discharged and goods are re-exported. It could be valid in one MS only or valid EU-wide.

- *Does a comprehensive guarantee valid in more than one MS have to be used for a movement of goods within the special procedures? For example, for movement between two customs warehouses or two or more inward processing authorisations located in:*
    - *two neighbouring Member States, or*
    - *two Member States, who are not neighbours ?*

There are two possibilities:

1. Movement under one authorisation (e.g. from one storage facility to another storage facility, covered by the same authorisation). In this case, the movement is covered by the guarantee provided in accordance with Article 211 (3) c) UCC, which needs to be EU-wide valid.

2. Movement under two authorisations (e.g. from the storage location covered by authorisation A to a storage facility covered by authorisation B). In this case, the time of placement under the second authorisation will determine whether the movement of goods is covered by the guarantee for authorisation A or by the guarantee provided for authorisation B. The guarantee provided for the special procedure remains valid until the special procedure is properly discharged, and no customs debt may arise, regardless of where the discharge takes place.

- If the discharge takes place before the goods leave the territory of the MS granting authorisation A, then the guarantee for authorisation A could be valid only in that MS, while the other guarantee for authorisation B should be EU-wide valid.

- If the movement takes place under authorisation A and the office of discharge is the office in location B, where goods will be placed under authorisation B, the guarantee for authorisation A should be EU-wide valid.

- *Should a comprehensive guarantee valid in more than one MS be used for a movement of goods between two temporary storage warehouses located in:*
    - *two neighbouring Member States, or*
    - *two Member States, who are not neighbours ?*

See the reply to the previous question. The guarantee for the authorisation that covers the movement of goods between two MSs should be EU-wide valid.

- *If in accordance with Article 219 of UCC and Article 179 IA UCC goods move within the customs territory of the European Union, should a guarantee valid in more than one MS be provided? For which Member States should it be provided/which MS should be covered?*

When goods are moved within the customs territory of the European Union, crossing the border of at least one MS, while placed under a special procedure, the guarantee provided for that special procedure (in line with Article 211 UCC) should be EU-wide valid.

3.5 GUARANTEE FOR TORO

- *How should the guarantee be provided in case of transfer of rights and obligations (TORO) under special procedures where two or more MSs are involved?*

  a) If the goods are subject to TORO (whether FULL or PARTIAL), does an EU-wide valid guarantee have to be provided for the movement of goods (Article 219 UCC and 179 UCC DA)?

If the goods are moved under the TORO authorisation on the territory of at least two MSs, the underlying guarantee has to be EU-wide valid.

b) How will the customs duty be recovered if the customs debt is incurred in a Member State which is not covered by the guarantee (goods may be taken out of the customs supervision within the movement, when FULL TORO is not finished, or may be taken out of the customs supervision in other Member State than the State of transferor, in case of PARTIAL TORO)?

See the reply to the previous question. In case of the EU-wide valid guarantee, any MS is able to access the guarantee to recover the amount of the customs debt, if it is not paid by the debtor. Nevertheless, the guarantee to be used after TORO takes place must cover the potential customs debt(s) that may incur once the TORO authorisation is granted. If this condition is not met, customs authorities **must not grant** a TORO authorisation.

c) How will VAT be covered for those Member States where VAT coverage by guarantee is required if the guarantee is provided in Member States that do not demand coverage of VAT?

The EU-wide valid guarantee has to cover the other charges as well, in accordance with Article 154 UCC IA.

d) At what moment?

The guarantee must be in place before the TORO decision is taken. If the transferee does not have a TORO authorisation, the transferee may provide a guarantee based on Article 266 UCC IA. If the transferee does not provide a guarantee, the guarantee provided by the holder of the authorisation must remain in place, in case of partial TORO, as long as it covers customs debt(s) that may incur from TORO. Either way, Customs shall indicate in its decision authorising the TORO (Article 266 IA) which guarantee is taken (see Article 89(3) UCC).

e) TORO must always be covered by authorisation and usually a special form for TORO is used (see the ANNEX of the Guidance for special procedures formed by the COM (CEG-SPE)); this form is specified in the authorisation.

This ANNEX is used as a model of the Decision on TORO by the customs offices of the transferor and transferee for transferring the rights and obligations related to goods under the special procedure. Whenever two or more MSs are involved, the customs authorities of those MSs have to consult one another. How will the customs debt be covered within the period of transfer, does an international guarantee have to be provided? Does the guarantee have to cover all Member States across whose territory the goods are transferred?

The guarantee has to cover all the MSs where the goods are moved. The validity can be limited to one MS only, if the goods do not leave the territory of that MS. The validity has to be EU-wide, if the goods are moved across at least two MSs.

f) By whom (should be a new person who is already a holder of an authorisation for specific guarantee)?

In the case of TORO with full transfer, the liability of the transferor only ceases completely after the bill of discharge about the full TORO has been presented and verified. From that moment, the guarantee provided by the transferor for the goods subject to TORO may be released and the transferee's guarantee will cover any potential customs debts for those goods (subject to TORO)., The transferee has to provide information on the discharge of the procedure or on a subsequent TORO to his supervising customs office, if he has a TORO authorisation.

g) How will the original Customs Office be notified (e.g. about the guarantee provided or generally about the need to approve a guarantor)?

Both Customs Offices (CO) involved in the TORO decision are informed about the conditions of the transfer. The decision on TORO should indicate which guarantee is taken (the transferee's or the transferor's). If the transferee provides the guarantee, the transferee's supervising CO becomes the COG for the TORO and is responsible for approving the undertaking/guarantor. The original CO remains responsible only for the guarantee provided by the transferor.

h) How will the data be sent to the guarantee management system (GUM)? Is there some electronic tool or automated system or is manual input of the withdrawal/allocation of guarantee required?

Any information about the guarantees provided in accordance with the customs legal provisions, which are valid in more than one MS, has to be recorded in GUM. Until the GUM is in place, the information pertaining to guarantees is exchanged via means other than electronic systems (Article 7, TDA). In principle, if the TORO decision is included in the customs decision system (CDS), information on the underlying guarantee should exist in CDS. Currently, in the absence of GUM, each MS responsible for monitoring its part of the reference amount is also responsible for exchanging and storing the data corresponding to guarantees, between different IT applications, available at national level. Not all MS have an IT application for managing customs guarantees or an electronic tool to communicate with the declaration or with the decision system. For those MSs in that situation, the data should be manually transferred/recorded. Once they

do have such an application or tool, electronic communication about guarantees should be possible in both directions between GUM and the relevant IT applications.

i) Will any form of guarantee be exempted from usage in TORO (e.g. an individual guarantee)?

In principle, only comprehensive guarantees are applicable for TORO, as TORO involves multiple operations/transactions. However, individual guarantees can be provided if Article 163 UCC DA is applicable, or the TORO decision concerns only one customs declaration. All forms may be accepted as long as they are in accordance with the procedures in place at the customs office of guarantee.

j) Is there an alternative to TORO in case of a special procedure other than end-use?

Yes, there is no need to use TORO if goods are placed under a subsequent special procedure other than transit, because goods placed under special procedures other than end-use and outward processing are non-EU goods, which are not in free circulation within the European Union. Therefore, for these goods it is possible to lodge another/subsequent customs declaration for the same or for another special procedure other than transit/end-use.

k) In the case of full TORO under the end-use procedure, how should one determine the reference amount for the guarantee requested from the transferee (due to necessity to obtain a full TORO authorisation in accordance with Article 266 UCC-IA)? Based on what data elements?

In principle, both guarantees (the transferor's and the transferee's) should have the same reference amount, since no subsequent customs declaration is lodged for the goods transferred under end-use. Nevertheless, attention should be paid to the content of the undertaking (persons liable for the customs debt) and its geographical scope. If the transferee holds an authorisation for the end-use procedure, the specific reference amount of the underlying comprehensive guarantee should be established according to the data elements (duty rate, period of discharge, CN code and level of other charges, if applicable) available when the CGU authorisation was granted. However, the rights and obligations of the holder of the procedure with regard to goods placed under the end-use procedure are fully transferred to the other person only if that other person fulfils the conditions laid down for the procedure concerned. In practice, the transferee does not need to hold an authorisation for the end-use procedure.

l) Please clarify whether the comprehensive guarantee provided for the transferred goods by the transferee should be higher than the comprehensive guarantee provided by the transferor (because calculation will be based on the sale value of the transferred goods) or should it stay at the same level.

See the reply to the previous question.

m) Is it possible to provide individual guarantees for each single transfer operation or should there always be a comprehensive guarantee covering a number of transfer operations planned under a full TORO authorisation

that is granted in accordance with Article 266 UCC-IA and for a specified period?

In principle, only comprehensive guarantees are applicable for TORO, as TORO involves multiple operations/transactions. However, individual guarantees can be provided if Article 163 UCC DA is applicable, or if the TORO decision concerns only one customs declaration. A comprehensive guarantee monitored by an appropriate audit seems to be the preferred option due to the documents involved in the TORO operation.

n) If the transferor is both the holder of the authorisation for the end-use procedure and the holder of the end-use procedure itself, the transferor has an obligation to present the bill of discharge (Article 175 UCC-DA) in which s/he will provide detailed information about a full TORO. Is it possible at that time to release the guarantee provided by the holder of the authorisation for the end-use procedure for the goods subject to full TORO? Is it after the bill of discharge is presented (e.g. because failure to provide the bill of discharge will result in a customs debt) or when the transferor hands over to the transferee goods subject to full TORO?

The TORO decision has to include information about the obligation to submit the bill of discharge and about the customs debt liability of the transferor and the transferee. The transferor's guarantee, which is required as part of the transferor's authorisation for SPE, can only be released if the validity of the authorisation for SPE ends, the discharge of any operation under the said authorisation is complete and no customs debt may arise from that authorisation/operations covered by that authorisation. However, in accordance with Article 98 UCC, partial release is possible for the goods subject to TORO. The transferor should submit the bill of discharge where the transferor has to provide information about the TORO. In case of full TORO, the transferor's liability ceases only after the customs authority has received and verified the transferor's bill of discharge for TORO. Therefore, the corresponding guarantee amount provided by the transferor should remain blocked until such time. From that time on, the transferee's guarantee will be used as the transferee will be liable for the potential customs debt for those goods, and the transferee will have to provide relevant information on the actual discharge of the procedure to his supervising customs office.

3.6 GUARANTOR ACCREDITED IN DIFFERENT MS

- *Guarantor A is a bank accredited in MS1, in accordance with Article 94, paragraph 1 UCC. If an economic operator applies for a comprehensive guarantee in MS2, should the guarantor be assessed by the competent authority of MS2 if this guarantor has acquired the corresponding accreditation for MS2 and/or if it has established its representative for communication with the MS2 customs office of guarantee?*

To be accepted by a customs authority of an MS in accordance with Article 94(1) UCC, the guarantor has to be accredited by the specific national competent authority empowered to provide services (guarantees for customs in this case) on the territory of the MS where the guarantee is provided. In the situation described above, the guarantor

has to be accredited to provide services (guarantee for customs) on the territory of the MS2 by the competent authority of MS2. If the guarantor is accredited by the MS where the guarantee will be provided, the guarantor will not have to undergo the process of approval by the competent customs authority.

- *Does this mean that the guarantor could be considered not to be accredited and that all the obligations to be approved have to be examined, otherwise it cannot generally become a guarantor?*

If the guarantor is not accredited for providing services (guarantees for customs) on the territory of the respective MS by the specific national competent authority, the guarantor should apply for the approval by the customs authority of that MS in order to be allowed to provide a guarantee in the forms accepted in that MS.

3.7 REASSESSING THE AUTHORISATION FOR THE PROVISION OF A COMPREHENSIVE GUARANTEE

- *Is the Commission planning to issue any rule on the time for regular verification of the authorisation for using comprehensive guarantees, especially for other procedures than transit?*

The Commission is not currently planning to amend the legal provisions in this respect.

The general rules for reassessing authorisations are applicable, which means that there is no specific rule in the UCC and its related Acts stipulating that it is mandatory to reassess the CGU after a certain time. Article 22(5) UCC states:
"5. Except where otherwise provided in the customs legislation, the decision shall be valid without limitation of time."

However, depending on the results of the monitoring of the reference amount or of the authorisation itself the authorisation for comprehensive guarantees may have to be re-assessed. A re-assessment of the CGU authorisation may be necessary as well in case of changes to the relevant Union legislation affecting the decision or due to information provided by the holder of the decision in accordance with Article 23(2) of the Code or by other authorities (Article 15 UCC DA).

Moreover, there could be different timeframes for reassessing the different specific conditions. Given that some conditions might not necessarily need to be re-assessed annually, the financial standing of the holder of the CGU authorisation should be reassessed every 12 months, if a guarantee reduction or waiver was granted.
In this respect, some MSs re-assess all the conditions for granting the CGU authorisation on an annual basis. Others are reassessing only the condition of sufficient financial standing annually and the other conditions every 3 years.