

Common Compendium MNE - Montenegro

Review date: 22/09/2023

The information in this compendium is provided by the COB Member of the country concerned and serves an information purpose only. It is not intended to be comprehensive or complete, nor can it be guaranteed to be accurate or up to date. The COB nor the Member organisation concerned accepts any responsibility or liability whatsoever in relation to the information provided in this document.

Country Code: MNE

Organisation (s): Association-National Bureau of Montenegro Insurers

1. Basic Information (GCB/GF/CB)

This section is aimed at <u>all three organisations</u>. The questions are repeated three times to be filled out by each organization

1.1. If relevant, please indicate the name of the organisation that operates as:

Green Card Bureau: Association-National Bureau of Montenegro Insurers

Guarantee Fund: Association-National Bureau of Montenegro Insurers

Compensation Body: Click or tap here to enter text.

Information Centre: Association-National Bureau of Montenegro Insurers

1.2. What is the legal status/form of your organisation? Only one option can be selected by each organisation.

Please answer in your capacity as Green Card Bureau:

- ☐Non-profit organisation
- ☐ Association of legal entities
- ☐ Limited liability company

COUNCIL OF BUREAUX - AISBL / Avenue Louise 166 (1st floor), BE-1050 Brussels / www.cobx.org

| ⊘Other. Please specify. Green card Bureau is organizational unit of Association-National Bureau of Montenegro Insurers and does not have the status of legal entity. However, the Association is limited liability company. |
|--|
| Please answer in your capacity as <u>Guarantee Fund:</u> |
| □Non-profit organisation |
| □Association of legal entities |
| □Limited liability company |
| ☑ Other. Please specify. Guarantee fund is organizational unit of Association-National Bureau of Montenegro Insurers and does not have the status of legal entity. However, the Association is limited liability company. |
| Please answer in your capacity as Compensation Body: |
| □Non-profit organisation |
| □Association of legal entities |
| □Limited liability company |
| □Other. Please specify. Click or tap here to enter text. |
| 1.3. How is the ownership of your organisation structured? Only one option can be selected by each organisation. |
| Please answer in your capacity as <u>Green Card Bureau:</u> |
| □Owned/controlled by all Members equally |
| □Part of state government |
| ⊘Other. Please specify. Association-National Bureau of Montenegro Insurers is owned by all Members and controlled in accordance with the market share of the members. |
| Please answer in your capacity as <u>Guarantee Fund:</u> |
| □Owned/controlled by all Members equally |
| □Part of state government |
| COUNCIL OF BUREAUX |

COMMON COMPENDIUM 2/23

Please answer in your capacity as Compensation Body: □Owned/controlled by all Members equally ☐Part of state government □ Other. Please specify. Click or tap here to enter text. 1.4. How is the membership/governance of your organisation structured? Only one option can be selected by each organisation. Please answer in your capacity as Green Card Bureau: **⊠Only insurance undertakings are Member to the organisation** ☐ Mixed membership of insurance undertakings and other members **⊠Only Members participate in the governance** □Others may participate in the governance ⊠Other. Please specify. Insurance undertakings which transact MTPL insurance business can be members of Association-National Bureau of Montenegro Insurers. Please answer in your capacity as Guarantee Fund: **⊠Only insurance undertakings are Member to the organisation** ☐ Mixed membership of insurance undertakings and other members **⊠Only Members participate in the governance** □Others may participate in the governance ⊠Other. Please specify. Insurance undertakings which transact MTPL insurance business can be members of Association-National Bureau of Montenegro Insurers. Please answer in your capacity as Compensation Body: □Only insurance undertakings are Member to the organisation **COUNCIL OF BUREAUX**

⊘Other. Please specify. Association-National Bureau of Montenegro Insurers is owned by all Members

and controlled in accordance with the market share of the members.

COMMON COMPENDIUM 3/23

| ☐Mixed membership of insurance undertakings and other members |
|--|
| □Only Members participate in the governance |
| □Others may participate in the governance |
| □Other. Please specify. Click or tap here to enter text. |
| |
| 1.5. Is your organisation a VAT liable entity? Only one option can be selected by each organisation. |
| Please answer in your capacity as <u>Green Card Bureau</u> : |
| ⊠Yes |
| □No |
| If answered yes to question 1.5., please indicate the VAT number : VAT number of Association-National Bureau of Montenegro Insurers is 30/31-08919-3. |
| If answered yes to question 1.5, is the service of claim handling VAT exempted? |
| ⊠Yes |
| □No |
| In what instances is VAT refundable? Please specify. Click or tap here to enter text. |
| |
| Please answer in your capacity as <u>Guarantee Fund</u> : |
| ⊠Yes |
| □No |
| If answered yes to question 1.5., please indicate the VAT number: VAT number of Association-National Bureau of Montenegro Insurers is 30/31-08919-3. |
| If answered yes to question 1.5, is the service of claim handling VAT exempted? |
| ⊠Yes |
| □No |
| In what instances is VAT refundable? Please specify. Click or tap here to enter text. |
| |
| Please answer in your capacity as Compensation Body: |
| COUNCIL OF BUREAUX |

COMMON COMPENDIUM 4/23

| □Yes |
|--|
| □No |
| If answered yes to question 1.5., please indicate the VAT number: Click or tap here to enter text. |
| If answered yes to question 1.5, is the service of claim handling VAT exempted? |
| □Yes |
| □No |
| In what instances is VAT refundable? Please specify. Click or tap here to enter text. |
| |
| 1.6. For a full overview of your national GCB/GF/CB please provide the link of your website: |
| GCB: https://www.nbocg.me/ |
| GF: https://www.nbocg.me/ |
| CB: Click or tap here to enter text. |
| |
| The following questions are only aimed at <u>Guarantee Funds</u> and <u>Compensation Bodies</u> : |
| |
| 1.7. On what legal basis is your organisation authorised to carry out compensation? |
| 1.7. On what legal basis is your organisation authorised to carry out compensation? Please answer in your capacity as <u>Guarantee Fund:</u> |
| |
| Please answer in your capacity as <u>Guarantee Fund:</u> Please provide the name and date of the law: Low on compulsory traffic insurance (Official Gazette of |
| Please answer in your capacity as <u>Guarantee Fund:</u> Please provide the name and date of the law: Low on compulsory traffic insurance (Official Gazette of Montenegro, No 044/12 of 9 August 2012, 146/21 of 31 December 2021). |
| Please answer in your capacity as <u>Guarantee Fund:</u> Please provide the name and date of the law: Low on compulsory traffic insurance (Official Gazette of Montenegro, No 044/12 of 9 August 2012, 146/21 of 31 December 2021). Please answer in your capacity as <u>Compensation Body:</u> |
| Please answer in your capacity as <u>Guarantee Fund:</u> Please provide the name and date of the law: Low on compulsory traffic insurance (Official Gazette of Montenegro, No 044/12 of 9 August 2012, 146/21 of 31 December 2021). Please answer in your capacity as <u>Compensation Body:</u> |
| Please answer in your capacity as Guarantee Fund: Please provide the name and date of the law: Low on compulsory traffic insurance (Official Gazette of Montenegro, No 044/12 of 9 August 2012, 146/21 of 31 December 2021). Please answer in your capacity as Compensation Body: Please provide the name and date of the law: Click or tap here to enter text. 1.8. Is compensation by your organisation subsidiary? Only one option can be selected by each |
| Please answer in your capacity as Guarantee Fund: Please provide the name and date of the law: Low on compulsory traffic insurance (Official Gazette of Montenegro, No 044/12 of 9 August 2012, 146/21 of 31 December 2021). Please answer in your capacity as Compensation Body: Please provide the name and date of the law: Click or tap here to enter text. 1.8. Is compensation by your organisation subsidiary? Only one option can be selected by each organisation. |
| Please answer in your capacity as Guarantee Fund: Please provide the name and date of the law: Low on compulsory traffic insurance (Official Gazette of Montenegro, No 044/12 of 9 August 2012, 146/21 of 31 December 2021). Please answer in your capacity as Compensation Body: Please provide the name and date of the law: Click or tap here to enter text. 1.8. Is compensation by your organisation subsidiary? Only one option can be selected by each organisation. Please answer in your capacity as Guarantee Fund: |
| Please provide the name and date of the law: Low on compulsory traffic insurance (Official Gazette of Montenegro, No 044/12 of 9 August 2012, 146/21 of 31 December 2021). Please answer in your capacity as Compensation Body: Please provide the name and date of the law: Click or tap here to enter text. 1.8. Is compensation by your organisation subsidiary? Only one option can be selected by each organisation. Please answer in your capacity as Guarantee Fund: □Yes |
| Please provide the name and date of the law: Low on compulsory traffic insurance (Official Gazette of Montenegro, No 044/12 of 9 August 2012, 146/21 of 31 December 2021). Please answer in your capacity as Compensation Body: Please provide the name and date of the law: Click or tap here to enter text. 1.8. Is compensation by your organisation subsidiary? Only one option can be selected by each organisation. Please answer in your capacity as Guarantee Fund: Yes |

COMMON COMPENDIUM 5/23

| Please answer in your capacity as Compensation Body: |
|---|
| □Yes |
| □No |
| Please provide further explanations: Click or tap here to enter text. |
| If the compensation is subsidiary, which entities are excluded? Click or tap here to enter text. |
| |
| 2. Applicable law (GCB/GF/CB) |
| This section is aimed at <u>all three organisations</u> . You are invited to complete this section in cooperation amongst your organisations, if applicable. Only <u>one common answe</u> r is expected to be provided. |
| 2.1. Provide the title and if applicable, the number of your national law which forms the basis for making a claim (Road Traffic Act, Insurance Law, Liability Law, etc.) |
| Low on compulsory traffic insurance |
| |
| 2.2. What liability regime do your organisations operate with? Only one option can be selected. |
| □ Fault based liability |
| □Strict liability |
| ☑ Other . Please specify. Civil-legal liability of natural persons and legal entities |
| |
| 2.3. Are there any restrictions to the activities of your organisations regarding the way the law applies to visitors with regard to: |
| □Country of residence. Please specify. Click or tap here to enter text. |
| □ Nationality. Please specify. Click or tap here to enter text. |
| ☑ Other. Please specify. no restrictions |
| |
| 2.4. For what types/categories of motor vehicles is insurance compulsory? |
| All motor vehicles used on public roads. |
| Are there any exemptions? Please specify. military vehicles |
| |
| |

COMMON COMPENDIUM 6/23

| 2.5. Does the MTPL insurance law apply to private areas? |
|--|
| ⊠Yes |
| □No |
| How do you define a private area according to your national law? Please specify. only the third party can claim a compensation of a damage made in a private area. |
| 2.6. What is the minimum amount of cover required for material and personal injury damage? State the minimum value of sum insured, the date as of which it is in effect from and please indicate whether the limit is per accident or per victim: |
| The following limits are per accident with effect from 17.08.2015. – PERSONAL INJURIES: busses and trucks 750.000 EUR, other categories of vehicles including unidentified vehicles 550.000 EUR, vehicles transporting dangerous substances 800.000 EUR; MATERIAL DAMAGE: busses and trucks 500.000 EUR, other categories of vehicles including unidentified vehicles 300.000 EUR, vehicles transporting dangerous substances 550.000 EUR |
| 2.7. In which cases is an MTPL-insurer permitted by Law to reject/refuse cover for a third party claim? Please specify for the below-mentioned sub-items: |
| |
| possession of a vehicle the use of which has caused damage, regardless of whether he has operated the vehicle at the time of damage occurrence |
| □ Accident caused by drunk driving: Click or tap here to enter text. |
| □ Accident caused with intent (for instance homicide, suicide): Click or tap here to enter text. |
| □ Accident caused by a terrorist attack: Click or tap here to enter text. |
| □ Accident caused by a driver without a license: Click or tap here to enter text. |
| ☑Other instances: also, the following shall not be entitles to claim damages in respect of MTPL insurance: - an owner, co-owner and any other user of a vehicle causing damage in case of material damage to things, irrespective of whether they have operated the vehicle at the moment the damage is incurred; - a driver of the vehicle who caused the accident, and his/her legal successors in case of bodily injury, impaired health or death of the driver; - a passenger who has voluntary entered the vehicle while being aware that such vehicle has been illegally come into possession, if the insurer proves that he was aware of such fact; - a person who has suffered the damage: 1) due to the use of a vehicle at car and kart racing competitions and parts of such competitions at closed tracks, intended for achievement of the maximum speed, as well as the test drives for such events, which are officially approved by a competent |

COUNCIL OF BUREAUX

authority; 2)due to an earthquake; 3)due to the effect of nuclear energy during the transport of radioactive materials; 4) due to military operations, military maneuvers, riots or terrorist attacks; if it has been proved

that there is causality connection between such effects and the damage insurred.

| 2.8. Does your national law require cover in respect of passengers carried in the vehicle? |
|--|
| ⊠Yes |
| □No |
| Please specify. owners, or users of the means of transport used in public transport of passengers (users) shall be obliged to conclude an accident insurance contract for passengers in public transport, except for air traffic passengers: 1) Busses and passenger land vehicles providing services of passenger transport in line and charter road transport; 2) passenger land vehicles used for auto-taxi transport of passengers and vehicles used on the basis of the lease contract ("rent-a-car"); 3) rail-borne vehicles for transport of passengers; 4) all kinds of sea, lake and river vessels transporting passengers on regular lines or through charter arrangements, including also cruises and transport of tourists; 5) all kinds of "rent-a-car" vessels referred to in item 4 of this paragraph; 6) other means of transport, regardless of the type of propulsion, used in passenger transport while charging for transport as a registered business |
| Is there any category of passenger excluded from this cover? |
| ⊠Yes |
| □No |
| Please specify. a person that has performed or participated in illegal coming into possession of a vehicle the use of which has caused damage, regardless of whether he has operated the vehicle at the time of damage occurrence; a passenger who has voluntary entered the vehicle while being aware that such vehicle has been illegally come into possession, if the insurer proves that he was aware of such fact. |
| 2.9. Does your national law require the insurer and/or Bureau to make an offer of compensation to a claimant within a specified time? |
| ⊠Yes |
| □No |
| If yes, what is the nature of the damages to which the time-limit applies? Material and non-material |
| If yes, what is the specific time-limit? 60 days |
| 2.10.What is the statute of limitation periods (prescription) according to your national law against the MTPL insurer when there is a direct action? |
| The general statute of limitation period is 3 years. |
| |
| |

COMMON COMPENDIUM 8/23

| 2.10.1. When does the period of limitation begin and when does it expire? |
|--|
| □ In respect to material damage: the statute of limitation starts from the day of knowing about the person who caused and is responsible for the accident and expires 3 years from the mentioned day. |
| □ In respect to bodily injuries: the statute of limitation starts from the day of knowing about the person who caused and is responsible for the accident and expires 3 years after the end of medical treatments where the extent of the injuries was finally determined. |
| 2.10.2. Are there any provisions in your national law which allow the suspension/extension of the limitation period? How about interruption? Please specify. |
| The extension of the limitation period is possible in the events of the injuries resulting from execution of a criminal act (for example serious crime against traffic safety) where the statute of limitation is calculated in relation to the statute of limitation of the criminal act itself. The interruption may occur due to the initiation of litigation and in cases of debt recognition. |
| 2.10.3. Are there special circumstances in your national law regarding statute of limitations? Please describe in short : |
| Statute of limitation does not run for all the time for which it was not possible due to insurmountable obstacles to demand the fulfillment of obligation through the courts from the liable party. |
| Are there any differences for limitation period of liable party? Click or tap here to enter text. |
| The following questions are only aimed at <u>Compensation Bodies</u> . Please answer in your capacity as <u>Compensation Body</u> : |
| 2.11. Under your legislation, does a victim who has requested compensation under Articles 24 and 25 of the Codified Motor Insurance Directive have the right to remedy against the decision/omission of the Compensation Body? |
| □Yes |
| □No |
| If yes, please specify (i.e. appeal to administrative authority, judicial review of the latter's decision or action to court directly, i.e., passive procedural legitimacy of the Compensation Body): |
| Click or tap here to enter text. |
| |
| |
| |

COMMON COMPENDIUM 9/23

3. Trucks and trailers (GCB/GF/CB)

This section is aimed at <u>all three organisations</u>. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only <u>one common answer</u> is expected to be provided.

| 3.1. Does your national law regulate trailers? |
|--|
| ⊠Yes |
| □No |
| |
| 3.2. Liability |
| 3.2.1. If the truck is coupled with the trailer, does liability strictly fall on the truck or is there a division of liability? Please specify. |
| It falls on truck. |
| |
| 3.2.2. Can liability arise in case of an uncoupled trailer in an accident? |
| ⊠Yes |
| □No |
| If yes, what are the conditions? Any condition, either static or rolling, in which the trailer can cause damage to other vehicles, persons or property. |
| 3.3. Do trailers need to bear a registration plate in your country? |
| ⊠Yes |
| □No |
| If yes, please specify the conditions: Click or tap here to enter text. |
| 3.4. Is the trailer given separate plates or does it bear the same registration plate as the truck? |
| ⊠Yes |
| □No |
| Please specify. trailer has a separate plate. |
| |
| |
| □No |

| 3.5. Does your country have an established practice in determining where (the component parts of) a truck-trailer combination bearing the registration plates of different countries is/are: |
|--|
| - "normally based" |
| ⊠Yes |
| □No |
| Please specify. Article 13 of IR. |
| |
| - "originating from" |
| □Yes |
| □No |
| Please specify. Click or tap here to enter text. |
| |
| 3.6. Is there an obligation to insure the truck and the trailer separately? |
| ⊠Yes |
| □No |
| If yes, please specify the conditions/exemptions: Click or tap here to enter text. |
| |
| 3.7. Do trailers need their own Green Card? |
| ⊠Yes |
| □No |
| Please specify. Click or tap here to enter text. |
| |
| 3.8. If there is no insurance obligation for a trailer in your country but liability is ascertained under the applicable law, does the Guarantee Fund intervene? |
| □Yes |
| □No |
| Please specify. Click or tap here to enter text. |
| |
| |
| COUNCIL OF BUREAUX |

COMMON COMPENDIUM 11/23

| 3.9. If there exists a separate liability, is a claimant obliged to make a claim against either the truck or the trailer? |
|---|
| □Yes |
| □No |
| Please specify. Click or tap here to enter text. |
| |
| 3.10.If there is a division of liability? |
| □Yes |
| □No |
| If yes, Please specify. |
| - the criteria (i.e. joint/several liability, percentage): Click or tap here to enter text. |
| - on what is the division of liability based (i.e. law/jurisprudence/agreement between insurers)? Click or tap here to enter text. |
| 3.11.Can the division of risk between truck and trailer be based on any other rules than liability (e.g. such as on the basis of double insurance)? |
| □Yes |
| □No |
| Please specify. Click or tap here to enter text. |
| |
| 3.12. Who is responsible for the damage to a connected trailer in case of a solo accident? |
| □The towing unit |
| □The trailer |
| □Other. |
| Please specify. Click or tap here to enter text. |
| |
| 3.13. Who is responsible for the damage to a connected trailer in cases involving Third Parties? |
| ☐The towing unit |
| □The trailer |
| COUNCIL OF BUREAUX |

COMMON COMPENDIUM 12/23

| ⊠A third party, depending on the situation |
|--|
| □Other. Please specify. Click or tap here to enter text. |
| |
| 4. Property Damage – Claims (GCB/GF/CB) |
| This section is aimed at <u>all three organisations</u> . You are invited to complete this section in cooperation amongst your organisations, if applicable. Only <u>one common answer</u> is expected to be provided. |
| 4.1. For the following sub-items please state the different possibilities for a claimant to file a claim against a MTPL-insurer for property damage |
| 4.1.1. How is vehicle damage covered with regards to repair costs? |
| Every insurance company has its criteria on how to deal with different kinds of damages. |
| 4.1.2. How is vehicle damage covered with regards to total loss? |
| The total loss is calculated based on the price catalogue of motor vehicles using tables for calculating the value of vehicles. |
| |
| 4.2. Does the claimant have right to compensation for loss of value for a damaged vehicle? |
| ⊠Yes |
| □No |
| If yes, Please specify. it is determined according to the make and type of the vehicle, the market value of the vehicle on the date of the damage, the age of the vehicle and market factors. |
| 4.3. Does the claimant have right to compensation for costs of expert reports? |
| □Yes |
| ⊠No |
| If yes, Please specify. in its criteria, insurance companies do not recognize payments on that basis. |
| 4.4. Does the claimant have right to compensation for costs of vehicle recovery/rescue and towing a vehicle to a repair shop? |
| ⊠Yes |
| □No |
| |
| COUNCIL OF BUREAUX |

COMMON COMPENDIUM 13/23

4.5. Does the claimant have right to compensation for the loss of use of a damaged vehicle? ⊠Yes □No If yes, please specify the criteria: only in cases if economic activities are performed with those vehicles, i.e. if they serve as a basic means of work. 4.6. Does the claimant have right to compensation for costs of hiring another vehicle in case of a damaged vehicle and/or a lump sum as a substitute? ⊠Yes □No If yes, please specify the criteria: only in cases if economic activities are performed with those vehicles, i.e. if they serve as a basic means of work. 4.7. Does the claimant have right to compensation for registration fees related to cases where the vehicle is a total loss? ⊠Yes □No If yes, please specify the criteria: the claimant has the right to refund part of premium in accordance with the tariff. 4.8. Does the claimant have right to compensation for costs related to overnight accommodation and meals? ⊠Yes \square No If yes, please specify the criteria: if the claimant is not a resident of Montenegro.

If yes, please specify the criteria: the costs in question are recognized for vehicles that could not be

transported independently from the place of the accident to the repair shop.

COMMON COMPENDIUM 14/23

| damage (for instance borrowing money because of an accident)? |
|---|
| ⊠Yes |
| □No |
| If yes, please specify the criteria: payment of the undisputed part of the damage. |
| 4.10. Does the claimant have right to compensation for general costs (i.e. telephone and mailing costs, administrative costs, etc? |
| ⊠Yes |
| □No |
| If yes, please specify the criteria: if there are evidences that general costs have arisen. |
| 4.11.Any other instances/cases which are covered? |
| □Yes |
| ⊠No |
| If yes, Please specify. Click or tap here to enter text. |
| 4.12.How can the claimant claim recovery for damages if the responsible vehicle is uninsured? |
| Please specify. he can submit the claim to the Guarantee Fund. |
| |
| 5. Personal Injuries and death – Claims (GCB/GF/CB) |
| For the following sub-items please state the different possibilities for a claimant to file a claim against a MTPL |
| insurer for bodily injury. Please specify for each question when applicable. |
| 5.1. Does the claimant have right to compensation for costs of medical treatment? |
| ⊠Yes. |
| □ No. |
| Please specify. treatment and rehabilitation include all necessary and reasonable costs of treatment of a person injured in a traffic accident with the aim of rehabilitating that person's health condition, if they are no |

COMMON COMPENDIUM 15/23

COUNCIL OF BUREAUX

covered by some form of mandatory or voluntary heath care. Expenses are reimbursed on the basis of valid invoices from the heath care institution in the country where the treatment was performed, if they were

5.1.1. Does your national law make a distinction between public and private healthcare? ⊠Yes. □No. Please specify. Click or tap here to enter text. 5.2. Does the claimant have right to compensation for costs of care and increased needs due to an accident? ⊠Yes. □No. Please specify. under the help and care of others are understood the services provided to an injured physical person that enable him to satisfy the basic biological needs, if he cannot meet those needs by himself due to total or partial disability. The need for someone else's help and care is determined by the doctor-censor based on the medical documentation. Compensation for other people's help and care is determined based on the duration and scope of the same. 5.3. Does the claimant have right to compensation for disability? ⊠Yes. □No. Please specify. according to the established tables of disability. 5.4. Does the claimant have right to compensation for pain and suffering? ⊠Yes □No

justified, taking into account the nature of the injuries sustained, on which the opinion of the medical examiner

or the medical commission is given.

COUNCIL OF BUREAUX

COMMON COMPENDIUM 16/23

If answered yes, how is the amount of compensation assessed (fixed sum, tables, court)? Please specify. the amount is assessed on the basis of tables and it depends on the type of injury, the part of the body that has been exposed to the injury, the age of the injured person and the percentage of disability.

| 5.5. Does the claimant have right to compensation for loss of earnings? |
|---|
| ⊠Yes. |
| □No. |
| Please specify. lost earnings due to the temporary incapacity for work on the basis on the submitted payrolls of the claimant. |
| 5.6. Does the claimant have right to compensation for loss of future earnings? |
| □ <mark>Yes</mark> . |
| □No. |
| Please specify.the amount of compensation in the form of annuity due to a permanent reductions in earnings is determined based on the amount of earnings earned by the injured party in the period before the injury and which can be assumed with certainty that he would ear in the future, i.e. when paying an annuity to an injured person, the difference up to the full salary. |
| 5.7. Does the claimant have right to compensation for loss of dependency (for instance a victim is fatally injured in a traffic accident and leaves a spouse/children behind)?☑ Yes. |
| □No. |
| Please specify. compensation in the form of annuity is determined and paid to the person who was supported or regularly helped by the person who died in the traffic accident, or to those who according to our Law has the right to demand maintenance from the deceased. |
| 5.8. Does the claimant have right to compensation for funeral expenses? |
| ⊠Yes. |
| □No. |
| Please specify . usual funeral expenses, in accordance with the established practice, are considered to be expenses that are necessary to bury a person, according to the customs of the place where the funeral is performed, as well as the financial circumstances of the person who performs the funeral. |

COMMON COMPENDIUM 17/23

| 5.9. Does the claimant have right to compensation for moral damages (limitations in life, loss of quality, etc)? |
|---|
| □Yes. |
| ⊠No. |
| Please specify. Click or tap here to enter text. |
| |
| Is it part of the pain and suffering according to your national law? |
| □Yes. |
| □No. |
| Please specify. Click or tap here to enter text. |
| |
| 5.10.Does the claimant have right to compensation in case of aggravation of the damage suffered? |
| ⊠Yes. |
| □No. |
| Please specify . if after a certain time the health conditions of the injured party worsens due to the consequences of the accident, a new claim can be submitted after which the medical commission shall make a decision. |
| 5.11.Are relatives/next of kin entitled to compensation (tort, pain and suffering, other)? |
| ⊠Yes. |
| □ No. |
| Please specify . the right to compensation for the death of a closed person belongs to parents, children spouse, brothers and sisters,, provided that there was a more permanent community of life at the time of death, i.e. in the case of particularly severe disability, parents, spouse and children, if they are directly carrying for the injured person. Compensation is also granted to a common-law partner, provided there was a permanent community of life at the time of the death i.e. onset of disability of a close person. |
| 5.12.Any other cases? Please specify. |
| Click or tap here to enter text. |
| COUNCIL OF BUREAUX |

COMMON COMPENDIUM 18/23

6. Claims Settlement Procedures – in and out of court (GCB/GF/CB)

This section is aimed at <u>all three organisations</u>. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only <u>one common answer</u> is expected to be provided.

| | ollowing options can be selected. |
|--------|---|
| ⊠Cor | nstat amiable (European Accident Statement) |
| ⊠Pol | ice report |
| □Pict | tures |
| □Wit | ness statements |
| □Med | dical statements |
| □Oth | er |
| Pleas | e specify in detail: Click or tap here to enter text. |
| | |
| 6.2. C | Out of court settlement |
| 6.2.1. | What are the conditions for filing a claim according to your national law? Please specify in detail: |
| Click | or tap here to enter text. |
| | |
| 6.2.2. | Do you require proof for the following 3 indicators and please specify in detail (including limitations): |
| - | Proof of involvement – including the recording/requirement of the accident (i.e police |
| repor | t, constat amiable, etc.) |
| □Yes | |
| □No | |
| Pleas | e specify. Click or tap here to enter text. |
| | |
| - | Proof of damage |
| □Yes | 3 |
| | |
| COUNC | CIL OF BUREAUX |

COMMON COMPENDIUM 19/23

| □No | | |
|---|--|--|
| Please specify. Click or tap here to enter text. | | |
| | | |
| - Proof of causal link between liability and damage | | |
| □Yes | | |
| □No | | |
| Please specify. Click or tap here to enter text. | | |
| | | |
| 6.2.3. Is a visiting victim required to file a report about the accident to the local authorities before returning to the State of residence? | | |
| □Yes | | |
| □No | | |
| Please specify. Click or tap here to enter text. | | |
| | | |
| If they fail to do so, does that exclude the visiting victim from filing a claim for compensation? | | |
| □Yes | | |
| □No | | |
| Please specify. Click or tap here to enter text. | | |
| | | |
| 6.2.4. Which are the conditions according to your national law in considering a vehicle as identified? Please specify in detail. | | |
| Click or tap here to enter text. | | |
| | | |
| 6.2.5. Are there any other requirements for filing a claim? | | |
| □Yes | | |
| □No | | |
| If yes, please specify in detail. Click or tap here to enter text. | | |
| | | |
| COUNCIL OF BUREAUX | | |

COMMON COMPENDIUM 20/23

| 6.2.6. | Are legal fees for out of court settlements reimbursed? | |
|--|---|--|
| □Yes | | |
| □No | | |
| If yes, | how are these fees assessed/calculated? Click or tap here to enter text. | |
| 6.3. C | ourt settlements | |
| 6.3.1. | What are the requirements when filing a claim in relation to civil and/or criminal proceedings? Please specify in detail: | |
| Click o | r tap here to enter text. | |
| | | |
| 6.3.2. | What legal remedies are available (possibility of appeal, etc.)? Please specify in detail: | |
| Click o | r tap here to enter text. | |
| | | |
| 6.3.3. | How do you handle any costs in connection with proceedings in and out of court and please specify the types of costs (lawyers fee, legal fees, court experts, translation, etc.)? Please specify in detail. | |
| □Out | of court (arbitration/mediation, etc.): Click or tap here to enter text. | |
| □ In court: Click or tap here to enter text. | | |
| | | |
| 6.4. A | ny other procedure of settlement? Please specify. | |
| Click o | r tap here to enter text. | |
| | | |
| 7. Inv | volvement of National Guarantee Funds (GF) EEA/Non-EEA | |
| | ection is aimed only at <u>Guarantee Funds</u> . Please only provide answers to this section in your capacity | |
| as <u>Gua</u> | arantee Fund. | |
| | which cases does your National Guarantee Fund intervene (stolen vehicles, intent, etc.)? lease specify in detail. (Article 11 MID). | |
| Click c | or tap here to enter text. | |
| | | |
| | | |
| | | |

| 7.2. What is the procedure (including any specific requirements) to be followed by a claimant when filing a claim to your national Guarantee Fund? Please specify. |
|---|
| Click or tap here to enter text. |
| |
| 7.3. Can a claimant who is resident in a foreign country make a claim against your National Guarantee Fund? Please specify. |
| Click or tap here to enter text. |
| |
| 7.4. Are there any exceptions when handling a claim for uninsured and/or unidentified vehicles (excess, property damage only when bodily injury, severity of bodily injuries, passenger voluntarily entering an uninsured vehicle, other)? Please specify in details. |
| Click or tap here to enter text. |
| |
| 7.5. Does the statute of limitations mentioned above under "Applicable Law" apply for the National Guarantee Fund or are there any exceptions? |
| □Yes |
| □No |
| If yes, Please specify. Click or tap here to enter text. |
| |
| 7.6. Involvement of the Guarantee Fund or any other bodies responsible for insolvencies for protection of victims in case of insolvency of an MTPL insurer? / Insurance Guarantee Scheme |
| When does this intervention mechanism start its intervention? Only one option can be selected. |
| □ The insurance undertaking is subject to bankruptcy proceedings □ The insurance undertaking is subject to winding up proceedings □ The insurance undertaking has had the authorisation withdrawn □ After withdrawal of the authorisation |
| Please specify. Click or tap here to enter text. |
| |
| 7.7. Stolen vehicles- Are people who voluntarily entered the vehicle which caused the damage when they knew that the vehicle was stolen, excluded from the intervention of the body? |
| Click or tap here to enter text. |
| |
| COUNCIL OF BUREAUX |

8. Involvement of Green Card Bureaux (GCB)

This section is aimed only at <u>Green Card Bureaux</u>. Please only provide answers to this section in your capacity as <u>Green Card Bureau</u>.

8.1. What is the procedure (including any specific requirements) to be followed by a claimant when filing a claim to your national Green Card Bureau? Please specify.

Click or tap here to enter text.

| 8.2. Does a claimant resident in a foreign country have a direct right of action against the localBureau of the country of accident or the agent/ insurer representing the Bureau? |
|--|
| □Yes |
| □No |
| Please specify. Click or tap here to enter text. |
| |
| 8.3. Are there any other considerations that claimants should bear in mind? Please specify. |
| Click or tap here to enter text. |