

Common Compendium

PL - Poland

Review date: 02/08/2023

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Country Code: PL

Organisation (s): Polish Motor Insurers Bureau

1. Basic Information (GCB/GF/CB)

This section is aimed at all three organisations. 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: Polish Motor Insurers' Bureau

Guarantee Fund: Click or tap here to enter text.

Compensation Body: Polish Motor Insurers' Bureau

Information Centre: Polish Motor Insurers' Bureau

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

Other. Please specify. Click or tap here to enter text.

Please answer in your capacity as Guarantee Fund:

Non-profit organisation

Association of legal entities

Limited liability company

Other. Please specify. Click or tap here to enter text.

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 Green Card Bureau:

Owned/controlled by all Members equally

Part of state government

Other. Please specify. Click or tap here to enter text.

Please answer in your capacity as Guarantee Fund:

Owned/controlled by all Members equally

Part of state government

Other. Please specify. Click or tap here to enter text.

Please answer in your capacity as Compensation Body:

COUNCIL OF BUREAUX

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. Click or tap here to enter text.

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. Click or tap here to enter text.

Please answer in your capacity as Compensation Body:

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. 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 Green Card Bureau:

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.

Please answer in your capacity as Guarantee Fund:

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.

Please answer in your capacity as Compensation Body:

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: www.pbuk.pl

GF: Click or tap here to enter text.

CB: www.pbuk.pl

The following questions are only aimed at Guarantee Funds and Compensation Bodies.

1.7. On what legal basis is your organisation authorised to carry out compensation?

Please answer in your capacity as Guarantee Fund:

Please provide the name and date of the law: Click or tap here to enter text.

Please answer in your capacity as Compensation Body:

Please provide the name and date of the law: Act of May 22, 2003 on compulsory insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau with subsequent amendments.

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

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.

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? Social security bodies, insurance undertakings.

2. Applicable law (GCB/GF/CB)

This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer 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.)

Act of 22 May 2003 on compulsory insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau (Journal of Laws 2003 no 124 item 1552) Act of 23 April 1964 Civil code (DzU 1964 no 16 item 96)

Act of 20 June 1997 act on road traffic (DzU 1997 no 98 item 602)

2.2. What liability regime do your organisations operate with? Only one option can be selected.

Fault based liability

Strict liability

Other . Please specify. Click or tap here to enter text.

Mix of fault based and strict liability. The Polish Civil Code provides for two regimes of liability:

1) strict liability (art. 436 § 1 of civil code) and

2) fault based liability (art. 436 § 2) in the case of a collision of vehicles and carriage of passengers by courtesy (the intention of the carrier is to provide a curtesy not a paid service).

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. Possibility to lodge a claim with a compensation body is restricted to residents.

Nationality. Please specify. Click or tap here to enter text.

Other. Please specify. Click or tap here to enter text.

2.4. For what types/categories of motor vehicles is insurance compulsory?

All classes of motor vehicles

Are there any exemptions? Please specify. Historical and slow-moving vehicles do not need to have a permanent liability insurance, but you only need to purchase such a policy before putting them into traffic. In the case of these vehicles, there is also no obligation to purchase civil liability for the entire 12 months - it

may be the so-called short-term insurance. The members of the military forces of the foreign states and their civilian staff staying on the territory of Poland according to the international agreement ratified under the art. 89 paragraph 1 of the Polish Constitution.

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. There is no specific definition in the law of what exactly private property is. However, we can define it as a space to which we can prove ownership by a properly prepared notarial deed or an appropriate contract (e.g. lease, tenancy, etc.).

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:

Pursuant to the statutory guidelines, compensation from the perpetrator's civil liability insurance for damage to health and property damage is paid up to the amount of the minimum guarantee sums, which are: 5 210 000 euro in the case of personal injury, per event, regardless of the number of victims. 1 050 000 euro in the case of damage to property, per event, regardless of the number of victims.

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:

Accident caused by stolen vehicles: [Click or tap here to enter text.](#)

Accident caused by drunk driving: If a drunk driver causes an accident, the insurer will cover the claims of the sufferers, but will demand a refund from the perpetrator.

Accident caused with intent (for instance homicide, suicide): [Click or tap here to enter text.](#)

Accident caused by a terrorist attack: No, it is not directly excluded from the MTPL insurance cover of the tortfeasor.

Accident caused by a driver without a license: [Click or tap here to enter text.](#)

Other instances: The Insurer is not liable for: 1. the damage, destruction or loss of property, caused by the driver to the holder of the vehicle; the above refers also to the situations in which the holder of the vehicle which the damage was caused with, is the holder or coholder of the vehicle in which the damage arose. 2. damage to cargoes transported for fee, postal shipment or luggage, unless the holder of the vehicle, other than transporting vehicle, is liable for the damage caused. 3. loss of cash, jewellery, securities, all kinds of documents as well as stamp, numismatic and similar collections. 4. losses consisting of pollution or contamination of the natural environment.

2.8. Does your national law require cover in respect of passengers carried in the vehicle?

Yes

No

Please specify. Yes, the law requires the cover in respect of passengers. However, liability towards passengers carried as a courtesy is based on the fault principle, not as strict liability.

Is there any category of passenger excluded from this cover?

Yes

No

Please specify. [Click or tap here to enter text.](#)

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? The Insurer is not under obligation to make any offer. However the Insurer is obliged to pay the compensation within 30 days following the date of notification of the loss .If it was impossible to clear up the circumstances regarding the liability of the insurer or the extent of the loss within the above period, the indemnity should be paid within 14 days following the day when those circumstances could be cleared under the due diligence, however not later than within 90 days from the notification of the accident, unless the establishing of the responsibility of the insurer or the amount of qualification of indemnity depends on the pending penal or civil proceedings. The Insurer in writing notifies the entitled of the reason of impossibility of the whole or partial satisfaction of the claim as well as of the presumed date of the final position in the case. The insurer pays the indisputable part of the indemnity. The said notification should be sent within 30 days following the date of notification of the loss.

If yes, what is the specific time-limit? The Insurer is obliged to pay the compensation within 30 days following the date of notification of the loss.

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 claim for damages caused by a tort is subject to limitation on the expiry of three years from the date when the claimant learnt about the loss and about the person liable. The limitation period cannot however exceed ten years from the date of the event which resulted with the loss. If the loss results from a crime the claim for damages is subject to limitation on the expiry of twenty years from the date when the crime was committed regardless of when the claimant learnt about the loss and about the person liable. In case of bodily injury the claim for damages cannot be time-barred earlier than on the expiry of three years from the date when the claimant learnt about the loss and about the person liable. In case of bodily injury to a juvenile

(person under 18) their claim for damages cannot be time-barred earlier than on the expiry of two years from the date when the injured attained majority.

2.10.1. When does the period of limitation begin and when does it expire?

In respect to material damage: The claim for damages caused by a tort is subject to limitation on the expiry of three years from the date when the claimant learnt about the loss and about the person liable. The limitation period cannot however exceed ten years from the date of the event which resulted with the loss. If the loss results from a crime the claim for damages is subject to limitation on the expiry of twenty years from the date when the crime was committed regardless of when the claimant learnt about the loss and about the person liable.

In respect to bodily injuries: As material damages but also: In case of bodily injury the claim for damages cannot be time-barred earlier than on the expiry of three years from the date when the claimant learnt about the loss and about the person liable. In case of bodily injury to a juvenile (person under 18) their claim for damages cannot be time-barred earlier than on the expiry of two years from the date when the injured attained majority.

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.

Yes.

The suspension of the limitation applies to the juveniles as above, besides the limitation period may be extended if interrupted. By the interruption it is meant that the limitation period starts once again. The limitation is interrupted by the presentation of the claim. This applies when the claim is presented to the insurer (not the insured). The limitation commences running anew from the date when the claimant received a written notification of the award or refusal of the compensation. The limitation of the claim also is interrupted by any action before the court if this action is aimed at the establishing, securing or satisfying of that claim. The limitation of the claim also is interrupted by initiation of alternative dispute resolution procedure.

2.10.3. Are there special circumstances in your national law regarding statute of limitations? Please describe in short :

Suspension of the limitation period for claims

During the course of the limitation period, special circumstances may arise that make it difficult or impossible for the entitled person to pursue claims. For this reason, the Civil Code introduces the institution of suspension of the limitation period. Suspension of the limitation period consists in the fact that when determining the course of the limitation period for a claim, certain periods in which these special circumstances occurred are not taken into account.

If some special circumstances arise at the time when the limitation period should already begin, then the beginning of the limitation period is postponed until the abovementioned circumstances cease to exist. However, when special circumstances arise after the limitation period has commenced, their duration is not taken into account. Thus, after their termination, the statute of limitations does not run from the beginning, but continues.

Article 121 of the Civil Code specifies that the suspension of the limitation period for claims is caused by 4 types of events:

- duration of parental responsibility - as to the claims of children against their parents

- time of custody or guardianship - as regards claims due to persons who do not have full legal capacity against persons providing custody or guardianship
- the duration of the marriage - as regards the claims of one spouse against the other spouse
- duration of force majeure - for all claims, if the inability to pursue them is caused by force majeure

Additional rules still apply to persons who do not have full legal capacity. The limitation period for a claim due to a person who does not have full legal capacity may not end earlier than 2 years from the appointment of a legal representative for him or the cessation of the cause of his appointment. If the limitation period for a claim to which a person without full legal capacity is shorter than 2 years, its run shall be counted from the date of appointment of a legal representative or from the date on which the cause for its establishment has ceased. The rules on persons deprived of full legal capacity shall apply accordingly to the limitation period for a person for whom there is a basis for his total incapacitation.

Interruption of the limitation period for claims

The occurrence of an event causing the limitation period to be interrupted causes the limitation period to run anew after the occurrence of this event. The limitation period may be interrupted by 3 types of events:

- any action before a court or other body appointed to hear cases or enforce claims of a given type, or before an arbitration court, undertaken directly in order to pursue or establish or satisfy or secure a claim
- recognition of the claim by the person against whom the claim is entitled
- initiation of mediation

Are there any differences for limitation period of liable party? [Click or tap here to enter text.](#)

The following questions are only aimed at Compensation Bodies. Please answer in your capacity as Compensation Body:

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):

N/A

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

This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer 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.

If the damage is caused by the movement of a set of motor vehicles, the third party liability insurance of the owner of the towing motor vehicle covers the damage caused by the trailer, which:

- 1) it is coupled to the motor vehicle, or
- 2) had detached from the towing motor vehicle and was still rolling

The above-mentioned provision shall also apply in the event of coupling motor vehicles for towing. In the case of a set of motor vehicles or motor vehicles joined for towing, the motor vehicle owner's liability insurance does not cover liability for damages caused by one part of the ensemble to the other.

3.2.2. Can liability arise in case of an uncoupled trailer in an accident?

Yes

No

If yes, what are the conditions? The trailer owner's liability insurance covers damages caused by a trailer which: 1) it is not coupled to the towing motor vehicle, or 2) it detached itself from the towing motor vehicle and stopped rolling.

3.3. Do trailers need to bear a registration plate in your country?

Yes

No

If yes, please specify the conditions: N/A

3.4. Is the trailer given separate plates or does it bear the same registration plate as the truck?

Yes

No

Please specify. [Click or tap here to enter text.](#)

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. As the liability of the truck is involved in 99% of cases the nationality of the plates and/or the of the Green Card of the tractor is decisive. In case of liability of the trailer, see 3.2.2 above, the nationality of the plates and/or Green Card of the trailer decides.

- "originating from"

Yes

No

Please specify. As the liability of the truck is involved in 99% of cases the nationality of the plates and/or the of the Green Card of the tractor is decisive. In case of liability of the trailer, see 3.2.2above, the nationality of the plates and/or Green Card of the trailer decides.

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. There is insurance obligation.

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. Against the truck if trailer coupled at the time of the accident.

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. Damages caused in connection with the movement of the towing vehicle caused to the towed vehicle are not covered by the liability of the towing vehicle (applies also to articulated vehicles).

3.13. Who is responsible for the damage to a connected trailer in cases involving Third Parties?

The towing unit

The trailer

A third party, depending on the situation

Other. Please specify. The TP they are responsible for causing the accident. If the towing unit is responsible for causing the accident, the damages to the towed vehicle are not covered by the liability of the towing vehicle (applies also to articulated vehicles).

4. Property Damage – Claims (GCB/GF/CB)

This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer 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?

The insurer who settles the damage under the motor third party liability insurance is obliged to repair the damage in full. The aggrieved party may choose whether the insurance company will pay him compensation on the basis of a cost estimate or whether it will settle accounts with him on the basis of invoices.

The insurance company pays the compensation in the gross amount (including VAT), when the injured person is a consumer and it is not possible to deduct the VAT. If the aggrieved party is an entrepreneur, the compensation may be paid in a net or gross amount - depending on whether he is a VAT taxpayer.

4.1.2. How is vehicle damage covered with regards to total loss?

Total loss is stated when the vehicle has been damaged and the repair costs exceed its estimated value as at the date of the handling of the damage. It works both in compulsory third party liability insurance and voluntary AC insurance. If, after reviewing the case, the insurer decides that the repair of the vehicle is not profitable, because these costs significantly exceed the value before the accident, the total damage to the car will be announced. In case of auto casco insurance, the repair profitability threshold is usually estimated at 70%. It is established by the insurance company when the car was damaged so much during the incident that the repair is unprofitable.

After determining the total loss, the car may or may not be eligible for scrapping. The wreckage after the accident will remain the property of the victim, so they can repair it on their own or sell it.

4.2. Does the claimant have right to compensation for loss of value for a damaged vehicle?

Yes

No

If yes, Please specify. There are no legal standards on how to estimate the depreciation of a car. In practice, court appraisers, experts and insurance companies use the Instructions for Determining the Market Loss of Vehicle Value prepared by the EKSPERTMOT Automobile Appraisers Association. This manual shows that the loss of commercial value of the vehicle should be calculated for cars in very good technical condition, operated not more than:

6 years - for passenger cars and off-road vehicles,

3 years - for motorcycles,

4 years - for trucks with a total weight of up to 3.5 tons,

3 years - for trucks with a total weight over 3.5 tons.

The manual also contains information about the exception. It is possible to claim compensation for the loss of commercial value of the vehicle, even if the vehicle is operated for a longer period, but only if it is a vehicle with a low mileage and in a very good technical condition.

4.3. Does the claimant have right to compensation for costs of expert reports?

Yes

No

If yes, Please specify. The Supreme Court, composed of 7 judges, recognized the right of victims and assignees (entities purchasing claims for compensation for motor vehicle damage) to demand that motor

third party liability covers the costs of the so-called private opinion (expert opinion) of an appraiser, if it turned out to be necessary for effective claiming of compensation (reference number III CZP 99/18). The resolution was issued at the request of the Financial Ombudsman (more about the request) The content of the resolution of the Supreme Court of September 2, 2019. (III CZP 99/18): "The injured party and the assignee of compensation claims under the compulsory third party liability insurance of motor vehicle owners are entitled to reimbursement of the costs of the so-called a private opinion (expertise) of an appraiser, if its preparation was necessary for the effective claiming of compensation. "

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

If yes, please specify the criteria: The insurance company is obliged to cover the costs of towing the damaged car from the liability policy of the perpetrator of the accident or road collision. However, it may contest the full refund if, for example, it considers that the price of the service was significantly higher compared to the market average in the same area.

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 the form of actual lost income if the damaged vehicle could not have been replaced by a rented vehicle for some reason; there is no fixed rate per day.

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: The insurance company should present the aggrieved party with a realistic proposal to rent a replacement vehicle, which will, in essential respects, correspond to the vehicle belonging to the aggrieved party. Only a proposal that meets these criteria may justify the refusal to cover the part of the rental costs that exceeds the rental cost calculated according to the rates resulting from the contract between the insurer and the cooperating entrepreneur, if the injured person has rented a replacement vehicle on his own. The aggrieved party is not obliged to use the real rental offer presented by the insurance company. However, it must be ready in certain situations to cover part of the rental costs resulting from another chosen offer chosen by it, to the extent that they exceed the costs resulting from the actual offer. The assessment whether a given circumstance causes the liability of the insurance undertaking to cover also the rental costs incurred by the aggrieved party above the rate from the rental proposal presented by the undertaking, or to exclude liability in this respect, should be made in the light of all the circumstances of the case.

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: [Click or tap here to enter text.](#)

4.8. Does the claimant have right to compensation for costs related to overnight accommodation and meals?

Yes

No

If yes, please specify the criteria: the costs must be proved and justified.

4.9. Does the claimant have right to compensation for pre-financing costs related to a vehicle damage (for instance borrowing money because of an accident)?

Yes

No

If yes, please specify the criteria: [Click or tap here to enter text.](#)

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: These costs must be proved and related to the damage.

4.11. Any other instances/cases which are covered?

Yes

No

If yes, Please specify. In the resolution of a panel of seven judges of March 13, 2012, the Supreme Court ruled that: "Reasonable and necessary costs of assistance provided by a person with the necessary professional qualifications, incurred by the injured party in pre-trial proceedings conducted by the insurer, may, in the circumstances of a specific case, constitute a property damage subject to compensation as part of the compulsory third party liability insurance of motor vehicle owners "

4.12. How can the claimant claim recovery for damages if the responsible vehicle is uninsured?

Please specify. The claim may be reported to the Polish Insurance 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. The victim of a traffic accident may demand that the perpetrator cover the costs of treatment and rehabilitation. Claims should be submitted to the insurance company where the perpetrator has third party liability insurance. The claim must be documented, for example by presenting medical records, invoices.

5.1.1. Does your national law make a distinction between public and private healthcare?

Yes.

No.

Please specify. The basis for the shaping of the healthcare system in Poland is Article 68 of the Constitution of the Republic of Poland, which says that every citizen, regardless of their financial status, has the right to healthcare, and public authorities are obliged to ensure equal access to health services financed from public funds. . As we can read on the government website patient.gov.pl, "If you are insured, you can take advantage of free health care in those clinics, offices and hospitals that have a contract with the National Health Fund." Public Health Care in Poland is not free. It is paid for by the Citizens. Most often by the employer, added to the gross amount of the employee's salary. The main financing of the activities of a private medical entity is the provision of paid medical services. Insurance and subscriptions are becoming more and more popular. Concluded individually or as an additional benefit for employees, provided by employers.

5.2. Does the claimant have right to compensation for costs of care and increased needs due to an accident?

Yes.

No.

Please specify. The victim, who has suffered bodily injury or health disorder, may also claim compensation for the costs of care provided for them free of charge by their relatives.

5.3. Does the claimant have right to compensation for disability?

Yes.

No.

Please specify. An injured person who, as a result of an accident or other event, suffered bodily injury or health disorder, may be entitled to a number of benefits. All of them are designed to redress the sustained damage. Compensation may include a pension for increased needs or a compensatory pension. The reimbursement of costs incurred in connection with the accident includes, inter alia, fees for: dressing materials and auxiliaries, treatment, rehabilitation, special nutrition, care, even if it is provided by a relative, transport of the injured person and family members providing care in connection with the treatment and care, adaptation of living quarters according to the needs resulting from disability or other limitations, purchase of specialized equipment that allows to reduce the effects of disability.

5.4. Does the claimant have right to compensation for pain and suffering?

Yes

No

If answered yes, how is the amount of compensation assessed (fixed sum, tables, court)? Please specify. Under Art. 445 §1 of the Civil Code a person who has suffered a health impairment or disorder has the right to seek compensation. Its purpose is to compensate the injured person for non-pecuniary damage, i.e. pain, suffering, fear or a sense of helplessness. The basic criterion that should be taken into account when determining the amount of compensation is the extent of the harm suffered, which should be considered taking into account the type and nature of the harm, the duration of suffering, its intensity, irreversibility of the effects, and their impact on the victim's life. Each case should be examined individually. Factors such as the age of the injured person, his or her current lifestyle or estimated future chances may be important. When determining the extent of physical suffering, one takes into account the course of treatment, what limitations affected the victim, how long the suffering lasted and whether they are irreversible. The above may also affect mental suffering, as the indicated factors may affect the feeling of helplessness or uselessness.

5.5. Does the claimant have right to compensation for loss of earnings?

Yes.

No.

Please specify. The reimbursement of lost profits/earnings is paid by the insurer if, together with the personal injury, the aggrieved party demonstrates an actual loss of income obtained as part of employment or activity. In the case of an employment contract, it usually means the difference between normal salary and the 80% paid as sick benefits by social security.

5.6. Does the claimant have right to compensation for loss of future earnings?

Yes.

No.

Please specify. If the injured party has lost his job, the contract has not been extended - he has the right to claim compensation for lost income. If other changes occurred in the professional situation as a result of the accident the difference between hypothetical income and the actual income minus social security benefits can be claimed – long term as a pension, which can be also changed in to a compound amount.

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. According to Polish law, closest family members of the deceased (including life partner) may apply for compensation for pain and suffering. A compensation for deterioration of material/life situation may be claimed by the dependents.

5.8 Does the claimant have right to compensation for funeral expenses?

Yes.

No.

Please specify. Art. 446 §1 of the Civil Code, pursuant to which "If the victim died as a result of bodily injury or health disorder, the person obliged to repair the damage should reimburse the costs of treatment and funeral to the person who suffered them." the costs incurred should be documented with invoices and personalised bills.

5.9 Does the claimant have right to compensation for moral damages (limitations in life, loss of quality, etc)?

Yes.

No.

Please specify. This aspect is included in the "pain and suffering" compensation – see p. 5.4. There is no such thing as a claim for "punitive damages" does not exist. The most important legal act regulating

compensation issues, which is the Civil Code, does not even use such a phrase, but provides for an extensive structure of the possibility of claiming compensation for the damage suffered.

Is it part of the pain and suffering according to your national law?

Yes.

No.

Please specify. N/A

5.10 Does the claimant have right to compensation in case of aggravation of the damage suffered?

Yes.

No.

Please specify. If a new damage arises, which have not been previously foreseen and compensated.

5.11 Are relatives/next of kin entitled to compensation (tort, pain and suffering, other)?

Yes.

No.

Please specify. See the point 5.7

5.12 Any other cases? Please specify.

Click or tap here to enter text.

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

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

6.1. What evidence is considered as acceptable/lawful in your country? More than one of the following options can be selected.

Constat amiable (European Accident Statement)

Police report

Pictures

Witness statements

Medical statements

Other

Please specify in detail: videos from dashboard camera or security camera

6.2. Out of court settlement

6.2.1. What are the conditions for filing a claim according to your national law? Please specify in detail:

The claim can be reported by the TP to the insurer by e-mail, by phone to dedicated number, via the application form available on the insurer's website, or by sending the claim by traditional mail. Each insurer regulates this issue themselves. Compensation under third party liability of the perpetrator should be paid within 30 days of reporting the damage. When reporting the damage under the perpetrator's liability policy, the companies most often ask for the following information: the perpetrator's liability policy number, the registration number and brand of the perpetrator's vehicle, a description of the circumstances of the incident and a statement on the road incident filled in at the site of the collision. According to Art. 819 § 1 of the Civil Code, the TP has 3 years to report the damage to the perpetrator's insurance company (although in the case of a personal injury resulting from a crime, this period is extended up to 20 years)

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 report, constat amiable, etc.)**

Yes

No

Please specify. The aggrieved party should make sure that a properly formulated statement of the perpetrator of the damage is drawn up. It should contain: personal data of the vehicle driver, and if the driver is not also the owner of the vehicle, also the data of the owner, i.e. name and surname, address, telephone number, possibly ID card number or PESEL number; data on the vehicles involved in the event (make and model, registration number); a comprehensive description of the circumstances of the accident, including visible damage to the vehicles involved in the accident and a situational sketch of the scene. It is definitely worth taking photos (even with a camera available on the phone) of the vehicles immediately after the accident, before they are moved to another place. If the person whom we indicate as the perpetrator of the damage does not agree with our position or if he refuses or makes it difficult for us to collect the necessary evidence in the case of the accident, the Police should be called. It is very important for the course of the compensation procedure to carefully collect evidence at the scene of the accident. This is especially in the interest of the aggrieved party. It is worth recalling that the obligation to provide the insurance company with evidence regarding the accident rests both with the perpetrator (driver, vehicle owner) and the person claiming the claim for damages (the victim). In case of a hot-and-run accident a statement by an independent witness is useful.

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- **Proof of damage**

Yes

No

Please specify. The damage should be presented for inspection by the insurer or an independent surveyor as soon as possible.

- **Proof of causal link between liability and damage**

Yes

No

Please specify. An adequate cause-effect relationship between the event and the damage occurs when the damage is a normal consequence of the event that has occurred. A causal relationship is an objective category and should be understood as an objective relationship between a phenomenon called "cause" and a phenomenon called "effect". The legislator introducing in art. 361 § 1 of the Civil Code for the purposes of civil liability, limiting liability only for the normal (typical, usually occurring) consequences of an act or omission from which the damage resulted, does not introduce the concept of a causal relationship in the legal sense, different from the actual one. It only limits the liability to the normal (adequate) consequences indicated in the provision. The existence of a causal link as an objective phenomenon is determined by the specific facts of a specific case and therefore the existence of a causal link is examined in the facts of a specific case".

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. It is not required but such a report may be of value to the victim for evidentiary purposes.

If they fail to do so, does that exclude the visiting victim from filing a claim for compensation?

Yes

No

Please specify. Other evidence is admissible if credible.

6.2.4. Which are the conditions according to your national law in considering a vehicle as identified? Please specify in detail.

No special legal provisions with regard to the vehicle being identified. In practice, a registration number is required and it serves as identification in connection with the vehicles make/model.

6.2.5. Are there any other requirements for filing a claim?

Yes

No

If yes, please specify in detail. Being the injured party/owner of damaged property or their representative either by law (i.e. parent) or through written authorisation.

6.2.6. Are legal fees for out of court settlements reimbursed?

Yes

No

If yes, how are these fees assessed/calculated? In practice, rarely. In the resolution of a panel of seven judges of March 13, 2012, the Supreme Court ruled that: "Reasonable and necessary costs of assistance provided by a person with the necessary professional qualifications, incurred by the injured party in pre-trial proceedings conducted by the insurer, may, in the circumstances of a specific case, constitute a property damage subject to compensation as part of the compulsory third party liability insurance of motor vehicle owners "

6.3. Court settlements

6.3.1. What are the requirements when filing a claim in relation to civil and/or criminal proceedings? Please specify in detail:

Provisions of code of civil procedure (Dz.U. 1964 nr 43 poz. 296) and code of penal procedure (Dz.U 1997 nr 89 poz. 555) should be applied.

6.3.2. What legal remedies are available (possibility of appeal, etc.)? Please specify in detail:

Provisions of code of civil procedure (Dz.U. 1964 nr 43 poz. 296) and code of penal procedure (Dz.U 1997 nr 89 poz. 555) should be applied. Usually appeals of verdicts are possible within 14 days from delivery, 7 days for procedural decisions.

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.) : As agreed by the parties.

In court: Decided by the judge as per the legal provisions.

6.4. Any other procedure of settlement? Please specify.

Mediation and arbitration procedures are available under the aegis of the supervisory authority and the financial ombudsman.

7. Involvement of National Guarantee Funds (GF) EEA/Non-EEA

This section is aimed only at Guarantee Funds. Please only provide answers to this section in your capacity as Guarantee Fund.

7.1. In which cases does your National Guarantee Fund intervene (stolen vehicles, intent, etc.)? Please specify in detail. (Article 11 MID).

Click 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.](#)

8. Involvement of Green Card Bureaux (GCB)

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

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.

The claim should be reported in writing by the TP or an authorised person.

8.2. Does a claimant resident in a foreign country have a direct right of action against the local Bureau of the country of accident or the agent/ insurer representing the Bureau?

Yes

No

Please specify According to the Polish legislation the Polish Motor Insurers' Bureau is the only one authorised to act in the court procedure, in frame of the passive capacity, in all cases where the TPL insurance of the vehicle with foreign registration plates of the party responsible was involved (the Handling Bureau role). Agents or correspondents do not have the passive legal capacity.

8.3. Are there any other considerations that claimants should bear in mind? Please specify.

Click or tap here to enter text.