

# Common Compendium

## SRB - Serbia

Review date: 04/08/2022

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**Country Code:** SRB

**Organisation (s):** Udruženje osiguravača Srbije/Association of Serbian Insurers

### 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:** Serbian Green Card Bureau operates as part of Association of Serbian Insurers

**Guarantee Fund:** Serbian Guarantee Fund operates as part of Association of Serbian Insurers

**Compensation Body:** Serbia is not EU Member. No Compensation Body established

**Information Centre:** Serbian Information Center operates as part of Association of Serbian 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**

**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.** Serbia is not an EU member. No Compensation Body established.

**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:*

**Owned/controlled by all Members equally**

**Part of state government**

**Other. Please specify.** Serbia is not an EU Member. Compensation Body is not established.

**COUNCIL OF BUREAUX**

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. Serbia is not EU Member. Compensation Body is not established.

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: 101727995

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: 101727995

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: No Compensation Body in Serbia

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. No Compensation Body in Serbia

1.6. For a full overview of your national GCB/GF/CB please provide the link of your website:

GCB: <http://uos.rs/>

GF: <http://uos.rs/>

**CB:** No CB established.

*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:** The Guarantee Fund within the Association of Serbian Insurers was established in accordance with the Law on Property and Personal Insurance of 1996. Currently in force Law on Compulsory Traffic Insurance (RS Official Gazette, Nos 51/2009, 78/2011, 101/2011, 93/2012 and 7/2013 – Constitutional Court decision)

*Please answer in your capacity as Compensation Body:*

**Please provide the name and date of the law:** Serbia is not EU Member / We do not have established Compensation Body

**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:**

**If the compensation is subsidiary, which entities are excluded?**

*Please answer in your capacity as Compensation Body:*

Yes

No

**Please provide further explanations:** No Compensation Body established.

**If the compensation is subsidiary, which entities are excluded?** No Compensation Body established.

**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.)**

Law on Compulsory Traffic Insurance, RS Official Gazette, Nos 51/2009, 78/2011, 101/2011, 93/2012 and 7/2013 – Constitutional Court decision

**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.

**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.** There are no restrictions either regarding visitor's country of residence or nationality. GF applies and operates on reciprocal basis

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

Motor insurance is compulsory for all types of motor vehicles and trailers used to carry passengers and cargo except for those running on trails. It is also compulsory for airplanes and boats. Motor vehicle registration is only possible with the proof of existence of MTPL policy.

**Are there any exemptions? Please specify.** Motor vehicles owned by the Army of Serbia

**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.** The Act on Property Rights from 1997.

**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:**

Type of vehicle	Personal injuries		Material damage	
	Per accident	Per victim	Per accident	Per victim
For buses and trucks	1.000.000 €		200.000 €	

For other motor vehicles	1.000.000 €		200.000 €	
Date of effect: 12/10/2014				

**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.** Victims' right to compensation is without prejudice, whereas the insurer at risk is entitled to subrogation against the driver who put the vehicle to illegal use.

**Accident caused by drunk driving:** Victims' right to compensation is without prejudice, whereas the insurer at risk is entitled to subrogation against the intoxicated driver.

**Accident caused with intent (for instance homicide, suicide):** Victims' right to compensation is without prejudice, whereas the insurer at risk is entitled to subrogation against the responsible driver.

**Accident caused by a terrorist attack:** Persons who sustained damages caused due to military operations, military manoeuvres, rebellions or terrorist actions, if there is a causal connection between these actions and resulting damages have no right to be compensated based on MTPL insurance.

**Accident caused by a driver without a license:** Victims' right to compensation is without prejudice, whereas the insurer at risk is entitled to subrogation against the responsible driver

**Other instances:** Person affected by damage: (1) Caused by motor vehicles used during officially approved automobile and go-kart racing or parts of such competition on closed race-tracks, aimed at developing maximum speed, as well as during the tests (trainings) for such racing; (2) Due to the effect of nuclear energy during transport of nuclear material, and/or the effect of dangerous cargo during its transport. Insurer is permitted by Law to reject a TP Claim exceeding the limits of liability and if the claimant is solely responsible for the accident.

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

**Yes**

**No**

**Please specify**

**Is there any category of passenger excluded from this cover?**

**Yes**

**No**

**Please specify.** The excluded categories of passengers are: 1. The owner, for the material damage on the vehicle causing damage, 2. Driver of the vehicle causing damage for personal injuries, 3. Person who entered vehicle which caused damage in spite the fact that the person knew that the vehicle in question was

used against the Law (i.e. stolen). Exclusions further apply to persons who suffered loss/injury: 1. During racing events, 2. From nuclear energy or other dangerous cargo during transporting the same 3. Military operations, rebellions, terroristic actions..

**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 time limit applies for both personal injuries and material damage.

**If yes, what is the specific time-limit?** 45 days for material, and 90 days for personal injuries

**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 limitation period for legal proceedings against the Insurer is three years.

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

**In respect to material damage:** Unenforceability due to the statute of limitations shall begin to run on the first day following the day the creditor was entitled to request fulfilment of the obligation, unless something else be provided by statute for specific cases. (2) Should an obligation consist of an omission, missing or suffering, the unenforceability due to statute of limitations shall begin to run on the first day following the day the debtor proceeds contrary to his obligation. A claim for damages for loss caused shall expire three years after the party sustaining injury or loss became aware of the injury and loss and of the tort-feasor. (2) In any event, such claim shall expire five years after the occurrence of injury or loss.

**In respect to bodily injuries:** Unenforceability due to the statute of limitations shall begin to run on the first day following the day the creditor was entitled to request fulfilment of the obligation, unless something else be provided by statute for specific cases. (2) Should an obligation consist of an omission, missing or suffering something, the unenforceability due to statute of limitations shall begin to run on the first day following the day the debtor proceeds contrary to his obligation. A claim for damages for loss caused shall expire three years after the party sustaining injury or loss became aware of the injury and loss and of the tort-feasor. (2) In any event, such claim shall expire five years after the occurrence of injury or loss

**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, when a claim is caused by a criminal act. The claim becomes time barred when the time limit for criminal charges is expired: -the break of time limit of criminal charges breaks the time limit for raising a claim; -a claim confirmed by a court, issued to execution, is timed barred to ten years

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

Claims of an insurer on the ground of an insurance contract shall expire due to the statute of limitations after three years. (4) Should in the event of third party liability insurance a person sustaining damage demand



compensation from the insured, or should he obtain it from him, the expiration period for the insured person's claim against the insurer shall begin to run on the day the person sustaining damage requested compensation through the court from the insured, or on the day of his being compensated by the insured. (5) A direct demand by a third party sustaining injury or loss from the insurer shall expire due to the statute of limitations after a period otherwise applicable to such expiration of his claim against the insured person liable for damage. (6) The limitation period of the insurer's claim against the third party liable for the occurrence of the insured event, shall begin to run at the time otherwise applicable to the limitation period for the claims of the insured against such person, and shall be completed within the same time limit

**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):**

No CB established in Serbia

### **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.**

Coupled truck and trailer should be considered as one unity, and therefore liability of the insurers against damaged/third parties is joint and several. However, according to Serbian Law division of liability is not precisely determined and varies from case to case.

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

Yes

No

If yes, what are the conditions? E.g. if uncoupled trailer causes damage while moving down the hill,.

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

Yes

No

If yes, please specify the conditions: Category according to weight, type, etc. (all/exemptions): Obligation of bearing registration plates and to be insured against MTPL is compulsory for all types of motor vehicles and trailers used to carry passengers and cargo except for those running on trails. It is also compulsory for airplanes and boats.

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

Yes

No

Please specify. Trailers in Serbia bear separate plates.

**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.

- "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.** GF compensates all claims arisen from traffic accidents caused by uninsured vehicles which are subject to compulsory MTPL insurance

**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.**

**3.10. If there is a division of liability?**

Yes

No

**If yes, Please specify.** Given that the liability towards the third party is joint and several, the third party is entitled to file the claim against either. Later on, the insurer that settled the claim is entitled to recourse (subrogate) against the liable insurer (e.g. truck against trailer).

**- the criteria (i.e. joint/several liability, percentage): - on what is the division of liability based (i.e. law/jurisprudence/agreement between insurers)?** Agreement between insurers/court verdict.

**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
- 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 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 damage calculation is always determined by the damage expert.

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

The market value of the vehicle is being determined based on the catalogue of Automobile Association of Serbia (AMSS) and any other source (i.e. popular internet used cars platforms etc). The residual value is usually set to 35-40% of the current value of the vehicle.

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

- Yes
- No

**If yes, Please specify.** Depending on the age, condition/mileage before the damage, the extent of damage etc., the damage expert shall determine the loss of (market) value.

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

- Yes
- No

**If yes, Please specify.** Click or tap here to enter text.

### 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:** Only necessary (actual) costs are to be compensated.

**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 legal entities, as vehicle owners are entitled for this kind of compensation.

**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:** Not unless the court adjudicated.

**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:**

**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:**

**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: Upon presented bills..

**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.** Claimants who suffered the loss in a traffic accident shall have the right to compensation of damages paid from the Guarantee Fund in the following cases: 1. damage caused by the use of a motor vehicle, aircraft or other means of transport for which the owner **has not concluded the contract on compulsory insurance**, despite being obliged to do so according to the provisions of the law; All means of transport which, under the law, are subject to compulsory insurance against liability in traffic and which do not possess a proper insurance policy are considered uninsured. In case of liability arising from uninsured vehicle, the Guarantee Fund shall pay **both material and non-material damages**. Upon the payment of damage caused by the use of an uninsured vehicle, the Guarantee Fund shall have the right of recourse against the owner and/or user of the uninsured vehicle.

**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. Click or tap here to enter text.

**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. Scope of injuries is to be determined by professional medical expertise.

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

**Yes.**

**No.**

**Please specify.** Scope of injuries is to be determined by professional medical expertise

**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.** Scope of injuries is to be determined by professional medical expertise. Amount is determined based on court practice.

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

**Yes.**

**No.**

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

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

**Yes.**

**No.**

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

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

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

**Yes.**

**No.**

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

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

**Yes.**

**No.**

**Please specify.** Scope of injuries is to be determined by professional medical expertise

**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.** Scope of injuries is to be determined by professional medical expertise based on medical documentation

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

**Yes.**

**No.**

**Please specify.** First line cousins/relatives who lived together in a permanent union are entitled for compensation.

**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:** EAR /police report are to be considered as basic evidences of liability, fault and circumstances. All other, probably best in the mix of all, can be considered as evidences.

## **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:**

Basic conditions are: Traffic accident occurred indeed, there are consequences/aggrieved party. Proof of involvement and proof of damages/injuries occurred need to be presented.

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

- **Proof of damage**

**Yes**

**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.** Police report is obligatory regarding traffic accidents in which participants sustained bodily injuries or major material damage occurred. Also, if participants cannot agree on liability issue. Otherwise visiting victim can complete EAR upon traffic accident, without obligation to report incident to the local authorities. However, in order to avoid possible misunderstanding/problems when exiting the country, victim is advised to obtain from the police “The certificate on the damages of the foreign-plated vehicle”, so that there is no possible suspicion that the foreign vehicle, which has visible damage, inflicted damage and moving away from the scene/state.

**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.**

Our Law does not specify these conditions. Regulation on vehicle registration stipulates identification activity as: checking if the data in the document correspond to the ones of the vehicle; determining the credibility-authenticity of documents. Basic elements for identification are: registration plate number, registration sticker, vehicle registration permit (exceptionally, two out of three will be accepted as to render a vehicle identified).

**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.](#)

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

Yes

No

**If yes, how are these fees assessed/calculated?** In accordance with the unique Lawyers' tariff rendered by the Chamber

**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:**

No specific requirements

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

Possibility of appeal

**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.)** : : lawyers fee, translation, various experts' reports and various necessary costs incurred as a consequence of the accident

**In court** : : lawyers fee, legal fees, court experts, translation

**6.4. Any other procedure of settlement? Please specify.**

No

**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).**

Claimants who suffered the loss in a traffic accident shall have the right to compensation of damages paid from the Guarantee Fund in the following cases: 1. damage caused by the use of a motor vehicle, aircraft or other means of transport for which the owner **has not concluded the contract on compulsory insurance**, despite being obliged to do so according to the provisions of the law; All means of transport which, under the law, are subject to compulsory insurance against liability in traffic and which do not possess a proper insurance policy are considered uninsured. In case of liability arising from uninsured vehicle, the Guarantee Fund shall pay **both material and non-material damages**. Upon the payment of damage caused by the use of an uninsured vehicle, the Guarantee Fund shall have the right of recourse against the owner and/or user of the uninsured vehicle. 2. damage caused by the use of an **unknown** motor vehicle or aircraft; In case of liability arising from the use of an unknown motor vehicle and aircraft, the Guarantee Fund shall pay **damages due to death, bodily injury or impairment of health**. The assets of the Guarantee Fund **shall not be used to pay compensation for damage on a vehicle** caused by the use of an unknown motor vehicle. 3. damage caused by the use of a motor vehicle, aircraft or other means of transport which were insured in **insurance companies against which bankruptcy proceedings have been initiated**; In case of liability arising from the use of vehicles insured in the companies against which bankruptcy proceedings have been initiated, the Guarantee Fund shall compensate **both material and non-material damage**. The liability of the Guarantee Fund depends on the **prior completion of the bankruptcy proceedings**. The Guarantee Fund shall pay such part of the damage which is not compensated from the bankruptcy estate. Namely, in the event that the damage is not reported, the Guarantee Fund shall pay a part of the damage which would remain uncompensated for if such damage had been reported in the bankruptcy proceedings. Companies against which bankruptcy proceedings have been initiated have claims arising from different types of insurance (MTPL, property, casco), however, the assets of the Guarantee Fund can compensate the damage and/or claim arising **from motor third party liability only**, and not from the other types of insurance. The Guarantee Fund is liable to compensate the claimants for damages only if the vehicle of the guilty party has been insured in the company against which the bankruptcy but not the liquidation proceedings have been initiated. Namely, if liquidation proceedings are initiated against a company, but bankruptcy proceedings have not been opened, it is understood that this company has sufficient funds to settle all its liabilities. For this reason, the legislator imposed the liability on the Guarantee

Fund only for the claims relating to the companies against which bankruptcy proceedings have been initiated, for such part in which the claim is not compensated for from the bankruptcy estate. The Guarantee Fund pays all its legal obligations in full and on time.

**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.**

Damaged party/Claimant can file indemnification claim against GF either personally or by regular/electronic post. Claim forms are available at our web portal, as well as detailed instructions to be followed. Along with the claim, damaged party/claimant needs to support demand with personal ID documentation and contact details. Additional supporting documentation depends on the claim type. In case of minor material damage, claimant files EAR, proof of amount and scope of sustained damage, proof of ownership on damaged vehicle or object. In any other cases, our Association is taking over electronic police report from the base formed by traffic police and UOS. Police report attests that traffic accident occurred indeed, as well as liability issue. Non-pecuniary claims need to be supported by medical documentation and bills, if any. In cases with criminal charges raised against liable person, claimant will have to submit appropriate court evidence or judgement.

**7.3. Can a claimant who is resident in a foreign country make a claim against your National Guarantee Fund? Please specify.**

Yes, if Serbian citizens have the same rights in non-resident's country – reciprocal basis.

**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.**

Compensation paid by the GF when handling a claim caused by unidentified vehicles can only be paid for personal injuries.

**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. Answered under 7.1

**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?**

Yes. Person entering a motor vehicle of his free will and aware that the vehicle was illegally taken away, and the vehicle being the one the use of which caused damage to that person.

**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.**

No. Claimant can file a claim by any of the means of communication, by phone, e-mail or regular post, or personally in the very premises of the Bureau.

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

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

No