

Green Card Bureau Compendium

CH – Switzerland

FL - Principality of Liechtenstein

Review date: 18/08/2023

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General information

Please provide the official full name of your Bureau.

Swiss National Bureau of Insurance (NBI)

P.O. Box

CH-8085 Zurich

What is the legal status (form) of your Bureau (non-profit organisation, association of legal entities, limited liability company, etc.)?

Association.

How is the ownership/membership of your Bureau structured (e.g. owned/controlled by all members equally, part of state government, etc.)?

The Swiss National Bureau of Insurance is owned by all members equally.

Question N° 1

1.1. What was the date of the original Law, which introduced Compulsory Third Party Motor Insurance and what was the date of its entry into force?

CH: Federal Act of 15 March 1932 on motor and cycle vehicle traffic, which entered into force on 1 January 1933.

FL: Ordinance of 4 December 1924 in execution of the Law of 10 May 1924 on vehicle traffic, which entered into force on 1 January 1925.

1.2. What is the date of the present Law and of its entry into force?

CH: Federal Act of 19 December 1958 governing road traffic in Switzerland (RTA), which entered into force in stages starting on 1 October 1959.

FL: Act of 30 June 1978 governing road traffic of the Principality of Liechtenstein (RTA), which entered into force on 1 September 1978.

Question N° 2

2. Which are the classes of motor vehicles for which insurance is compulsory?

All categories of motor vehicle in use on public roads (CH: art. 63 para. 1 RTA; FL: art. 59 para. 1 RTA) except the vehicles mentioned in the Traffic Insurance Ordinance (CH: art. 38; FL: art. 39).

Question N° 3

3. Is the Law applicable to foreign visitors?

CH: Yes, but with certain restrictions concerning the Guarantee Fund, the Bureau and claims representatives (art. 79e RTA – Reciprocity).

FL: Yes, but with certain restrictions concerning the Guarantee Fund for claimants who are not resident in an EEA member state at the time of the accident (art. 55 of the Ordinance on vehicle insurance (OAV) – only if a reciprocity agreement is in place).

Question N° 4

4. Does the Law apply in respect of liability for both personal injury and damage to property?

Yes.

Question N° 5

5. What is the minimum limit of cover required for personal injury damage? State the minimum value of sum insured, date with 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
<ul style="list-style-type: none"> • Motor-driven cycle vehicles (CH: art. 35 para. 4 Ordinance on vehicle insurance (OAV)¹, FL: art. 36 para. 2 OAV³) • Motor vehicles (CH: art. 3 para. 1 OAV²), • Motor vehicles (FL: art. 3 para. 1 (a) OAV³) 	<ul style="list-style-type: none"> • CHF 2,000,000 per claim (PI + MD) • CHF 5,000,000 per claim (PI + MD) • € 6,070,000 per claim (PI) / € 1,220,000 per claim (MD) 			
<p>Motor vehicles and trailer vehicles carrying 10 to 50 persons (CH: art. 3 para. 2 OAV²,</p> <p>FL: art. 3 para. 2 (a) OAV³)</p>	<p>CHF 10,000,000 per claim (PI + MD)</p> <p>CHF 10,000,000 per claim (PI) / € 1,220,000 per claim (MD)</p>			
<p>Motor vehicles and trailer vehicles carrying more than 50</p>	<p>CHF 20,000,000 per claim (PI + MD)</p>			

persons (CH: art. 3 para. 2 OAV ² FL: art. 3 para. 2 (b) OAV ³)	CHF 20,000,000 per claim (PI) / € 1,220,000 per claim (MD)
Motor vehicles and trailer vehicles carrying dangerous loads (CH: art. 12 para. 1 OAV ² , FL: art. 13 para. 1 OAV ³)	CHF 15,000,000 per claim (PI + MD)
Date of effect: CH – 20.11.1959 FL – 1.8.1978	

Question N° 6

6.1. Does the Law require cover in respect of passengers carried in the vehicle?

Yes (CH: art. 58 para. 1 RTA; FL: art. 54 para. 1 RTA).

6.2. Is there any category of passenger excluded from this cover?

Material damage of the vehicle holder and his family members (CH: art. 63 para. 3 RTA; FL: art. 59 para. 3 RTA).

Question N° 7

7. Under what conditions is an insurer permitted by Law to reject a third party claim? Please specify.

Only under the condition of no liability. Otherwise, given the principle of the unenforceability of insurance policy exclusions (CH: art. 65 para. 2 RTA; FL: art. 61 para. 2 RTA). Any insurance policy exclusions are subject to recourse by the insurer directly against the holder or the insured party.

Question N° 8

8. Is there a direct right of action by a third party against an insurer?

Yes (CH: art. 65 para. 1 RTA; FL: art. 61 para. 1 RTA).

Question N° 9

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

Yes. The Swiss National Bureau of Insurance (NBI) covers third-party liability for damage caused in Switzerland and in the Principality of Liechtenstein by foreign motor vehicles and trailer vehicles to the extent that the present law stipulates an insurance obligation (CH: art. 74 para. 2 (a) RTA; FL: art. 70 para. 2 (a) RTA).

Question N° 10

10.1. Does the Law require the insurer and/or Bureau to make an offer of compensation to a claimant within a specified time?

Yes.

If yes, what is the nature of the damages to which the time-limit applies?

Material damage and personal injury.

10.2. What is the specific time-limit?

Three months from receipt of the asserted claim (CH: art. 79c RTA; FL: art. 75c RTA).

10.3. Which are the other provisions of the Law in this respect? (e.g. sanctions)

After three months have elapsed (cf. 10.3), the claimant is entitled to appeal to the Compensation Body of the Swiss National Guarantee Fund (CH: art. 79d RTA; FL: art. 75d RTA) which invites the defaulting recipient of the claim to compensate the victim within an additional time limit of two months or to give a reasoned reply why this cannot be achieved (CH: art. 54a OAV; FL: art. 55a OAV). If the recipient of the claim remains in default, the Compensation Body is entitled to withdraw the competency to handle the claim. In this case, the Compensation Body compensates the victim itself or by means of a representative, and takes recourse against the defaulting recipient of the claim.

10.4. Are there any similar stipulations for provisional payments?

If an insurer denies cover for an MTPL claim, the Swiss National Guarantee Fund can – under certain circumstances and conditions – make provisional payments in place and lieu of the contesting insurer (CH: art. 76 para. 5 (a) RTA; FL: art. 72 para. 5 (a) RTA).

Question N° 11

11.1. Is there a limitation period for legal proceedings against the insured or the insurer?

Yes.

If yes, please specify.

Lawsuits for damages or compensation for pain and suffering are barred at the end of three years (CH) / two years (FL) from the date when the injured party learned of the damage and the party responsible, but in any

case at the end of 10 respectively 20 (CH) years from the date of the accident (CH: art. 83 para. 1 and 2 RTA). However, if the damages derive from a punishable act which is subject under criminal law to a longer time limit for the assertion of legal action, this time limit also applies to the civil suit (FL: art. 78 para. 1 RTA).

11.2. Are there any provisions in the Law which allow for the suspension or extension of that limitation period?

Yes.

If yes, please specify.

CH:

The period of limitation is interrupted in the following cases:

- i) When the debtor acknowledges the debt, particularly by paying interest or instalments;
- ii) When the creditor asserts his rights by means of a lawsuit, legal proceedings or an objection before a court or arbitrators, an intervention in a bankruptcy or a summons to appear in conciliation proceedings;
- iii) Mutual agreement to waive the time limit.

FL:

Art. 78 RTA refers this matter to the ABGB (Allgemeines Bürgerliches Gesetzbuch).

Question N° 12

12.1. Is your Bureau a VAT liable entity?

No.

12.2. If yes, please indicate the VAT number:

N/A.

In this case is the service of claims handling by the Bureau VAT exempted?

N/A.

12.3. Is an MTPL insurer in your market a VAT liable entity?

This has to be examined on a case by case basis.

If yes, is the service of claims handling by an MTPL insurer VAT exempted?

N/A.

12.4. Is a specialised claims handling office a VAT liable entity?

This has to be examined on a case by case basis.

If yes, is the service of claims handling by this entity VAT exempted?

N/A.

COUNCIL OF BUREAUX

Question N° 13

[Note: Questions addressed to non-EEA Bureaux only. For EEA Bureaux, see Section 2 & 3]

13.1. Is there a Guarantee Fund in your Country?

Yes.

If yes, what are the conditions and limits of intervention of the Guarantee Fund?

Cf. Question 5 above. In the case of material damage caused by an unknown vehicle (including trailers, cycle vehicles and motors connected to vehicles), an excess of CHF 1,000 is to be borne by each injured party unless they have also suffered significant bodily injuries (CH: art. 76 para. 2 (a) RTA and art. 52 para. 3 OAV). There is no excess if the damage is caused by an uninsured vehicle or if the Swiss MTPL insurer of the responsible vehicle is bankrupt.

13.2. Are these conditions and limits applicable to non-residents whether they are the cause of, or victims of, accidents?

Yes, if the accident is caused by a foreign vehicle. If the non-resident has suffered the accident, yes, providing that there is a reciprocity agreement (art. 79e RTA and art. 54 OAV).

Question N° 14 – For countries concerned by Section III of the Internal Regulations

14.1. Are there natural or legal persons (public or private) exempted from the obligation of compulsory MTPL insurance in your country? (Article 12.2 of the Internal Regulations)

Yes.

If yes, please list the persons exempt from compulsory MTPL insurance:

The Swiss Confederation and cantons (art. 73 para. 1 RTA).

The Principality of Liechtenstein (Art. 69 para. 1 RTA).

In this case please also indicate the authorities or bodies responsible for compensation:

For damages caused by army vehicles: Militär Schadenzentrum VBS, Maulbeerstrasse 9, CH-3003 Bern, +41 31 323 45 86, info@schadenzentrumvbs.ch

14.2. Are there certain types of vehicles or certain vehicles bearing a special plate exempted from the obligation of compulsory MTPL insurance in your country? (Article 12.3. of the Internal Regulations)

No, all categories of motor vehicle in use on public roads have the obligation of compulsory insurance (CH: art. 63 para 1 RTA; FL: art. 59 para. 1 RTA).

If yes, please list those vehicles:

N/A.

Question N° 15

15.1. Any other special features?

Limitation of the right of recourse according to art. 75 of the General Part of the Swiss federal law on social insurance (LGPSI):

para. 1 : The insurer has a right of recourse against the insured party's spouse, antecedent or descendent relatives, or persons living in the insured party's household only if they caused the insured event intentionally or by serious negligence.

para. 2 : For recourse claims arising from an occupational accident, the same limitations apply to the employer of the insured party, the members of his family and the employees of his company.

para. 3 : There is no limitation of the insurer's right of recourse if the person against whom recourse is brought is covered by compulsory liability insurance – ***).

***) Paragraph 3 in force since 1/1/2008

2) Preferential right of the injured party (art. 88 RTA / art. 42 Federal Law on accident insurance (LAI) / art. 72-75 LGPSI):

When an injured party is not fully covered by insurance, an insurer may only assert its right of recourse against the person liable under civil law or against the third-party liability insurance of the latter provided the injured party does not suffer any prejudice as a result of this.

3) Subrogation of social insurers (art. 72 para. 1 LGPSI):

Upon occurrence of the injurious event, the insurer is subrogated, within the limits of statutory entitlements, to the rights of the insured party and his survivors against all responsible third parties.

4) Exclusion of the cover for accidents occurring during races (art. 63 para. 3 (d) RTA). For cover during races, a special mandatory insurance cover is required.