



Common Compendium

IRL – Ireland

Review date: 31/08/2023

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Country Code: IRL

Organisation (s): Motor Insurers' Bureau of Ireland

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 organisation

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

Green Card Bureau: Yes

Guarantee Fund: Yes

Compensation Body: Yes

Information Centre: Yes

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. Private company limited by Guarantee.

Please answer in your capacity as Guarantee Fund:

Non-profit organisation

Association of legal entities

Limited liability company

Other. Please specify. Private company limited by Guarantee.

Please answer in your capacity as Compensation Body:

Non-profit organisation

Association of legal entities

Limited liability company

Other. Please specify. Private company limited by Guarantee.

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. 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: 0647243L

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: 0647243L

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. NA

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. NA

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

GCB: www.mibi.ie

GF: www.mibi.ie

CB: www.mibi.ie

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: Agreement in place with the Government.

Please answer in your capacity as Compensation Body:

Please provide the name and date of the law: Agreement in place with the Government.

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? Motor insurers, private health insurers, property insurers & welfare bodies.

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? Motor insurers, private health insurers, property insurers & welfare bodies.

2. Applicable law (GCB/GF/CB)

Notwithstanding EU law, the law of Ireland consists of constitutional, statute, and common law. The highest law in the State is the Constitution of Ireland, from which all other law derives its authority. Ireland has a common-law legal system with a written constitution that provides for a parliamentary democracy.

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.)

Road Traffic Act, 1961 and as amended subsequently.

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. NA

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

All classes of motor vehicle excluding all Government vehicles and those operated under a deposit with the Government and pedestrian controlled vehicles which are neither constructed nor adapted for use for carrying the driver or a passenger.

Are there any exemptions? Please specify. Dublin Bus, Bus Eireann and Iarnrod Eireann (Irish Rail)

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. Irish legislation defines what a public place is rather than a Private area. Definition of Public Place The Road Traffic Act 1961 defines a public place. s. 3. "Public place" means— (a) any public road, and (b) any street, road or other place to which the public have access with vehicles whether as of right or by permission and whether subject to or free of charge; Road for purposes of Road Traffic Acts, 1961 to 1995. s. 59. For the avoidance of doubt it is hereby declared that— (a) the word "road" includes, for the purposes of the provisions of the Road Traffic Acts, 1961 to 1995, or any regulations made thereunder, a road in a State airport, and (b) a State airport is, for the purposes of any enactment, a public place.

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:

Material Damage – €1,220,000 per accident

Personal Injury – Unlimited per victim

Material Damage limit increased, with effect from 21 December 2011, to €1,120,000, per claim whatever 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:** Click or tap here to enter text.
- Accident caused with intent (for instance homicide, suicide):** Click or tap here to enter text.
- Accident caused by a terrorist attack:** Click or tap here to enter text.
- Accident caused by a driver without a license:** Click or tap here to enter text.

Other instances:

The Insurer can reject a third party claim if the policy contains the following conditions:

- a. by specifying by name of the persons to be covered;
- b. by specifying by name of the persons not to be covered;
- c. by specifying by name of persons whose employees are covered;
- d. by requiring persons so covered to be accompanied by a named person or an employee of a named person;
- e. by specifying that the vehicle must not have been stolen or obtained by violence or taken without the consent of the owner or other lawful authority;
- f. by specifying age parameters for driving.

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

Yes

No

Please specify. Click or tap here to enter text.

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? All accidents as specified by the Codified Directive 2009/103EC either with a reasoned offer or a reasoned reply.

If yes, what is the specific time-limit? Personal Injury 3 months

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?

Property/Material damage – 6 years

Personal Injury – 2 years

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

In respect to material damage: begins from Date of Accident for 6 years

In respect to bodily injuries: begins from Date of Accident for 2 years

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 - Personal Injury claims limitation period is subject to:

- a. Minors: period runs from age of maturity (18 years)
- b. Claims against estate of deceased person limitation period of 2 years.
- c. Personal Injuries Assessment Board legal stipulations
- d. Incapacity of (Brain or mental ability)

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

The Statute of Limitations Act 1957 (as amended) sets out the time limits for bringing legal proceedings in Ireland. However the Statute of Limitations is a statutory defense. This means that a court has jurisdiction to issue proceedings in respect of and hear a claim, even if it is potentially

statute-barred. The defendant to the proceedings needs to plead on his or her defense that he or she is relying on the statute of limitations and prove this defense.

Are there any differences for limitation period of liable party? No

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):

Appeal through the Irish Courts System.

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.

Truck

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

Yes

No

If yes, what are the conditions? rolling position

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

Yes

No

If yes, please specify the conditions: same registration plate as the truck

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

Yes

No

Please specify. same registration plate as the truck

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

- "originating from"

Yes

No

Please specify. normally based

3.6. Is there an obligation to insure the truck and the trailer separately?

Yes

No

If yes, please specify the conditions/exemptions: Truck insurance covers trailers

3.7. Do trailers need their own Green Card?

Yes

No

Please specify. no

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. NA

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. NA

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. NA

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?

Property damage is only paid to the vehicle owner where the claimant has suffered significant bodily injury, requiring In-patient in hospital with a minimum stay of 5 days. .

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

Property damage is only paid to the vehicle owner where the claimant has suffered significant bodily injury, requiring In-patient in hospital with a minimum stay of 5 days. .

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

Yes

No

If yes, Please specify. Based on the 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: Click or tap here to enter text.

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: Click or tap here to enter text.

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: For 5 days

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: Yes all Uninsured losses

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: Yes all reasonable Uninsured losses

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: : Yes all reasonable Uninsured losses

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: : Yes all reasonable Uninsured losses

4.11. Any other instances/cases which are covered?

Yes

No

If yes, Please specify. : Yes all reasonable Uninsured losses

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

Please specify. Via the Guarantee Fund

5. Personal Injuries and death – Claims (GCB/GF/CB)

For the following sub-items please state the different possibilities for a claimant to file a claim against a MTPL-insurer for bodily injury. Please specify for each question when applicable.

5.1. Does the claimant have right to compensation for costs of medical treatment?

Yes.

No.

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

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

Yes.

No.

Please specify. Click or tap here to enter text.

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. Personal Injuries guidelines sets out the general guidelines for compensation.

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. Click or tap here to enter text.

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

Yes.

No.

Please specify. Covered under General damages are typically determined based on the severity of the injury and the impact it has had on the claimants' life

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

Yes.

No.

Please specify. Click or tap here to enter text.

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

Yes.

No.

Please specify. Click or tap here to enter text.

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: CCTV

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 Personal Injuries Assessment Board (PIAB) is Ireland's independent state body which assesses personal injury compensation. All personal injury claims must be submitted to PIAB prior to issue of legal proceedings (PIAB Act, 2003).

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

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

Yes

No

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

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

A validated number of plate dictates whether the vehicle is normally based.

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

Yes

No

If yes, please specify in detail. A fully completed claim form

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

Yes

No

If yes, how are these fees assessed/calculated? Legal costs are generally dictated by the court jurisdiction, District Court, Circuit court High Court Fees are based on Common Court Fees structure as set out by the courts service of Ireland..

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:

All personal injury claims must be submitted to the Personal Injuries Assessment Board prior to issue of legal proceedings (PIAB Act, 2003)

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

If the PIAB procedure cannot be resolved it can be referred via litigation for a hearing in the respective Court.

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/Barrister fee, legal fees, experts, translation, etc. are based on the time taken to reach agreement.

In court: lawyers/Barrister fee, legal fees, experts, translation, etc. are based on the time taken to reach agreement.

6.4. Any other procedure of settlement? Please specify.

legal costs can be independently and impartially assessed by the Office of Legal Costs Adjudicators. This process is now known as the adjudication of costs.

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).

The Irish GF compensates victims of road traffic accidents caused by uninsured and unidentified vehicles which is regulated by the MIBI Agreement 2009. This Agreement sets out the rights given to persons who sustain damage and/or injuries in a road traffic accident caused by an uninsured vehicle, unidentified vehicle or stolen vehicle.

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.

The following information should be supplied, or good cause is shown as to why it is not available:

- (a) name, date of birth, PPS number and address of claimant.
- (b) registration of vehicle alleged to be uninsured and the type and make of such vehicle.
- (c) name of Garda Station to which the accident has been reported.
- (d) reason why the claimant considers the vehicle to be uninsured.
- (e) what steps have been taken to establish insurance position.
- (f) name and address of owner and/or driver of the uninsured vehicle.

- (g) date and time and exact place of accident.
- (h) description of accident.
- (i) registration number, type and make of any other vehicle involved.
- (j) name and address of any other owner and/or driver involved with insurance details.
- (k) a clear form of identification of the claimant.
- (l) contact details for any witness(es) to the incident.

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

Yes

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.

The liability of MIBI for damage to property does not extend to damage caused by an unidentified vehicle unless compensation for substantial personal injuries involving an inpatient hospital stay for five days or more has also been paid in respect of the event causing the damage subject to an excess of €500.

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. NA the GT does not extend to a claim for compensation arising from or as a result of the inability of the Insurers to discharge all or a portion of any sums due for any reason including, but not limited to, the insolvency of such Insurer and whether the claim arises pursuant to an unsatisfied judgment or otherwise.

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?

If a vehicle had been stolen or taken by violence, the liability of MIBI shall not extend to any judgment or claim in respect of injury, death or damage to property sustained while the person voluntarily entered the vehicle.

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.

Fully completed claim form.

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.

Click or tap here to enter text.