

# Common Compendium

## LT - Lithuania

Review date: 08/09/2022

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**Country Code:** LT

**Organisation (s):** Motor Insurers' Bureau of the Republic of Lithuania

### 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:** Motor Insurers' Bureau of the Republic of Lithuania (hereinafter - Bureau)

**Guarantee Fund:** Motor Insurers' Bureau of the Republic of Lithuania (hereinafter - Bureau)

**Compensation Body:** Motor Insurers' Bureau of the Republic of Lithuania (hereinafter - Bureau)

**Information Centre:** Motor Insurers' Bureau of the Republic of Lithuania (hereinafter - 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:** <https://www.cab.lt/web/en>

**GF:** <https://www.cab.lt/web/en>

**CB:** <https://www.cab.lt/web/en>

*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 Law on Compulsory Insurance Against Civil Liability in Respect of the Use of Motor Vehicles, 14 June 2001 No IX-378, as last amended on 16 November 2017

*Please answer in your capacity as Compensation Body:*

**Please provide the name and date of the law:** The Law on Compulsory Insurance Against Civil Liability in Respect of the Use of Motor Vehicles, 14 June 2001 No IX-378, as last amended on 16 November 2017

**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:** Payments of social insurance awarded in cases of impairment of health or death shall be included into the amount of the repairable damage. It can be compensated to the injured third party only the portion of the damage that was not compensated under a voluntary insurance contract. The insurance undertaking is not entitled to claim reimbursement for the amount paid under a voluntary insurance contract.

**If the compensation is subsidiary, which entities are excluded?** Social security bodies and insurance undertakings.

*Please answer in your capacity as Compensation Body:*

**Yes**

No

**Please provide further explanations:** Payments of social insurance awarded in cases of impairment of health or death shall be included into the amount of the repairable damage. It can be compensated to the injured third party only the portion of the damage that was not compensated under a voluntary insurance contract. The insurance undertaking is not entitled to claim reimbursement for the amount paid under a voluntary insurance contract.

**If the compensation is subsidiary, which entities are excluded?** Social security bodies and 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.)

- 1) The Law on Compulsory Insurance Against Civil Liability in Respect of the Use of Motor Vehicles, 14 June 2001 No IX-378, as last amended on 16 November 2017;
- 2) The Rules of administrating and indemnifying for the damages caused by road accidents confirmed by the Government of the Republic of Lithuania, 23rd June 2004, No. 795, as last amended on 1st November 2018;
- 3) Civil Code of the Republic of Lithuania, 18 July 2000 No VIII-1864, as last amended on 29 September 2022.

### 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.** The Bureau shall pay compensation to the injured third parties who suffered damage in a road accident which occurred in the Republic of Lithuania and who are permanently resident in a foreign state if the national insurers' bureau of the state in which the injured third

party is permanently resident has signed the Internal Regulations or a bilateral agreement with the Bureau on the recognition of settlement of claims.

**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?**

The insurance is compulsory to all vehicles which have to be registered as well as trailers, semi-trailers and mopeds.

**Are there any exemptions? Please specify.** The vehicles running on rails.

#### **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 definition “the private areas” is not determined and not applied. The provisions of MTPL insurance law shall not apply where vehicles are used in airports, autodromes or in other closed-type territories restricted for public road for sport competitions, practising, exhibitions or driving training.

#### **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:**

From 1<sup>st</sup> January 2019 the minimum amount insured are EUR 5 210 000 for personal injury (including non-pecuniary damage) and EUR 1 050 000 for damage to property. All these amounts are applied per single accident, 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:** to the passenger carried in the stolen vehicle, if the insurer will prove that passenger knew about the fact of theft.

**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 other case when MTPL insurer has right not to pay indemnification to the injured parties: (i) when the damage occurred as a result of war, nuclear power impact, or during state emergency; (ii) when the damage is caused to the driver/user of the vehicle responsible for the damage and/or to other property of the insured or the owner, of the responsible vehicle: (iii) compensation is not paid for any situated in the responsible for the damages vehicle property loss; (iv) when the damage is caused to a cargo or luggage transported in the liable persons' vehicle for a payment; (v) for the loss of cash, jewellery and works of art, securities, documents, philately, stamp numismatic or similar collections.

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

**Yes**

**No**

**Please specify.** According to MTPL insurance law 'Injured third party' means a person entitled to claim compensation in accordance with the procedure established by this Law in respect of any loss or injury caused by vehicles. The concept of 'Injured third party' also covers passengers.

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

**Yes**

**No**

**Please specify.** The compensation is not paid to the passenger carried in the stolen vehicle, if the insurer will prove that passenger knew about the fact of theft.

## 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?** Time-limit applies to both personal injury and damage to property.

**If yes, what is the specific time-limit?** The responsible insurer and/or the Bureau are obliged to pay compensation within 30 days from the date on which the claim was presented. If, within 30 days, it is impossible to investigate the circumstances as necessary to establish the fact of the insurance event and



to assess the size of the damage, the compensation shall be paid within 14 days from the date when investigation of such circumstances could have been completed by making reasonable effort, but not later than within 3 months of the date on which the claim was presented. If the compensation is awarded in a criminal, administrative or civil proceeding, the compensation must be paid within 14 days from the date of receipt of the effective decision, judgement or award.

**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?**

According to the Civil Code of the Republic of Lithuania the limitation period for legal proceedings in respect of claims for compensation of damage is 3 years. Three years limitation period is counted from the date when a claimant learnt about the loss and about the person liable for the loss.

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

**In respect to material damage:** Answer to this question is available in the question 2.10.

**In respect to bodily injuries:** Answer to this question is available in the question 2.10.

**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.**

According to the Civil Code of the Republic of Lithuania, the limitation period is interrupted by a law-suit or acknowledgment of the claim. The limitation period may be extended by the court.

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

According to the Civil Code of the Republic of Lithuania the limitation period for legal proceedings in respect of claims is 3 years.

**Are there any differences for limitation period of liable party?** The 3 years limitation period is applied.

*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):**

The court.

### 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 truck is coupled with the trailer, the liability strictly falls on the truck.

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

Yes

No

**If yes, what are the conditions?** If the trailer got uncoupled from the truck before the road accident.

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

Yes

No

**If yes, please specify the conditions:** The trailer must bear a registration plate as an individually registered vehicle.

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

**Yes**

**No**

**Please specify.** The trailer is given the separate plates from 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.** Based on the format of the registration plates.

- **“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:** The general insurance conditions are applied when insuring the truck as well as the trailer.

**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.** The trailer should be insured separately.

**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.** The claimant is obliged to make a claim against either the truck or the trailer depending on the circumstances of the road accident: if the loss was made by the truck coupled with the trailer at the moment of the road accident, the liability falls on the truck, but if the loss was made by the trailer which was uncoupled before the road accident, the liability falls on the trailer.

**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.** Neither the insurer nor the Bureau shall pay compensation for damage to the user responsible for the damage or to the vehicle used by him or to the property in the vehicle as well as to other property of the policyholder or the owner of the vehicle concerned.

### 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.

## 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 amount of damage caused to the vehicle is determined by the MTPL insurer, based on the reports or conclusions of persons (experts) and/or property appraisers authorized by the MTPL insurer, the company where the damaged vehicle is repaired, according to the submitted estimates of the repair costs of the vehicle and/or taking into account the submitted estimates of the repair costs of this vehicle or documents justifying the repair costs provided by the company that has the right to repair the damaged vehicle, as well as the documents proving the amount of damage submitted by the claimant.

The repair costs regarding the damaged vehicle can be compensated in 2 ways:

1. if the claimant does not repair the damaged vehicle, the amount necessary for the repair of the damaged vehicle (estimated making the repair estimate) is transferred to the bank account specified by the claimant. The value added tax (VAT) is not indemnified.

2. if the damaged claimant is repaired, the compensation will be based on the invoice of the repair shop and the insurance payment is transferred directly to the repair shop or to the bank account specified by the claimant.

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

If the vehicle is destroyed, the total loss is estimated.

The amount of damage due to the destruction of the vehicle is determined based on the market value of the destroyed vehicle before the destruction and the residual value after the road accident. The vehicle is considered destroyed when it is economically impractical to repair it. It is not economically feasible to repair the damaged vehicle if the necessary repair costs are equal to or greater than 75 percent of the market value of the damaged vehicle before the road accident.

In case of total loss, the insurance payment is transferred to the bank account specified by the claimant.

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

Yes

No

**If yes, Please specify.** The loss of market value for a damaged vehicle depends on the age and condition of the vehicle and is calculated for the vehicles not older than 60 months from the first registration of the vehicles. The loss of market value is compensated apart from the repair costs.

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

Yes

No

**If yes, Please specify.** The **claimant** has the right, at his own initiative and on its own account, to apply to the experts to assess the size of the damage. If the liable insurer or the Bureau fail to inspect the damaged or destroyed property within 3 working days of receipt of a written notice from the claimant about the road accident, the claimant has the right to apply to an independent expert to assess the size of the damage. In this case, the responsible insurer or the Bureau must compensate the claimant for the reasonable expenses regarding the independent expert provided services.

#### 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:** If the damaged vehicle after the road accident is no longer roadworthy, the claimant may claim for compensation of the vehicle's towing charges. The compensation amount must be substantiated by documentary evidence.

**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:** The loss of use of a damaged vehicle can be claimed, if the damaged vehicle was used for commercial purposes. The loss of income is calculated. The loss of income of the claimant, which he would have received if his vehicle had not been damaged or destroyed, is calculated taking into account: 1) the documents proving the incomes of the claimant, which he had before the damage or destruction of the vehicle, 2) the documents proving the incomes he would have actually received, if his vehicle had not been damaged or destroyed, 3) the documents proving the connection between the vehicle and the incomes, 4) the documents proving the duration of the inability to use the damaged or destroyed vehicle.

**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 expenses incurred for hiring alternative vehicle during the period of repairs of damaged vehicle are compensated under strict conditions. Such costs are compensated, if it was necessary to replace the vehicle to continue professional or personal activities. The claimant must provide the evidence of the expenses incurred regarding the costs of hiring alternative vehicle.

**4.7. Does the claimant have right to compensation for registration fees related to cases where the vehicle is a total loss?**

**Yes**

**No**

**If yes, please specify the criteria:** The claimant must provide the evidence of the expenses incurred regarding the registration of the purchased alternative vehicle.

**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:** Currently, there is no such practise related to the reimbursement of the costs of overnight accommodation and meals. Generally, costs for overnight accommodation are paid as they could not be avoided. The costs are only reimbursed to a very limited extend and must be substantiated by the evidence.

**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:** General expenses are compensated, if they were necessary and if it will be proven that they were actually been accrued, and only if they are substantiated by the documentary evidences.

**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.** The claimant should apply with his claim to the Bureau as 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.** The costs of medical treatment include those treatment expenses that arise from the need to use such treatment methods and procedures that are not paid to the claimant from the budget of the Compulsory Health Insurance Fund and which were intended by the doctor treating the claimant. All expenses for the medical treatment must be proved by the documents.

#### 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.** Generally, costs of care (nursing costs) incurred for care and increased needs are subject to compensation if they actually have been incurred and are substantiated by the corresponding receipt. However, there are strict requirements to prove that the amount claimed for the damage is adequate.

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

Yes.

No.

**Please specify.** The general principle is that the damages incurred must be compensated in full, except in cases when limited liability is established by laws or a contract. Where the damage sustained by a natural person is bodily harm, i. e. he is mutilated or his health is impaired in any other way, it should be compensated all his damages suffered, including the loss for pain and suffering. It should be compensated the loss of income, the expenses related with the rehabilitation of health (medical treatment costs, expenses incurred for additional nourishment, medication, prosthetics, care, acquisition of specialised transport means, retraining costs and other expenses).

#### 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. The claim for compensation of damages for pain and suffering is laid down in the Civil Code of the Republic of Lithuania. Such damages are person's suffering, emotional experiences, inconveniences, mental shock, depression, humiliation, deterioration of reputation, diminution of possibilities to associate with others. The amount of compensation depends on the extent and severity of the bodily injury, the period of the treatment and the degree of impairment of life quality. The amount of compensation can be assessed by the liable insurer, Bureau, court.

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

**Yes.**

**No.**

**Please specify.** The basis for calculation of loss of earnings is the net income for the special period. The average of claimant's earnings (after deduction of tax) before the accident are calculated and paid to the claimant, deducting the social security benefits. Loss of earnings is calculated for the period until full recovery is reached. If full recovery is not reached, but the claimant starts to work and his income is less than before the accident, that difference is paid to him.

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

**Yes.**

**No.**

**Please specify.** Yes. The calculation of the loss of future earnings can be made by the liable insurer, Bureau or court.

**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.** In the event of death of a person, the right to claim for compensation of damaged by the breadwinner's death shall be acquired by the persons who were under his support, or at the time of his death were entitled to be supported by him (minor children, spouses, parents incapable to work or other factual dependents incapable to work), likewise the children of the deceased, born after his death. Persons, who have the right for compensation for damages caused by the death of their breadwinner shall be compensated for the part of the deceased's income which they had received or were entitled to receive, while the breadwinner was alive, deducting social security benefits.

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

**Yes.**

**No.**

**Please specify.** The person who incurred funeral expenses can claim for the compensation in the event of the death of the victim. Only funeral expense adequate to the generally accepted standards are compensated. Funeral expenses must be proved by the documents.

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

**Yes.**

**No.**

**Please specify.** Answer to the question provided in the question 5.4.

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

**Yes.**

**No.**

**Please specify.** Answer to the question provided in the question 5.4.

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

**Yes.**

**No.**

**Please specify.** In case of property damage, the aggravation of the damage should be proved by the evidence. In case of bodily injury, the aggravation of the damage should be proved by the medical reports, doctor's conclusion.

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

**Yes.**

**No.**

**Please specify.** When determining the specific amount of pain and suffering must be assessed the individual relationship of the relative with the deceased before his death (emotional closeness, care, communication and other connection) and the impact of the death of the person to the relative (emotional tension, spiritual shock and other non-monetary consequences).

**5.12. Any other cases? Please specify.**

Not relevant.

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

## **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 claimant claiming compensation from the liable insurer or the Bureau shall notify in writing the liable insurer or the Bureau about a road accident within three working days after the road accident. The claimant shall submit a claim for damages, a road accident statement or any other document concerning the circumstances of the road accident signed by the participants of the road accident, in the event that the police was not called to the place of the road accident, as well as information and available documents about the liable party, circumstances of the road accident and the documents that prove the fact of the damage caused in the road accident, and shall also give access to the documents evidencing the circumstances, fact and size of the damage. If the property was damaged, the claimant must keep the damaged vehicle or other property as it was after the accident until it is inspected by a person authorized by the liable insurer or the Bureau. Also, the claimant should allow the insurer or a person authorized by the Bureau to inspect the damaged or destroyed property.

### **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.** Police report or road accident statement.

- **Proof of damage**

**Yes**

**No**

**Please specify.** Photos of damaged property, costs evidence.

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

**Yes**

No

**Please specify.** European Accident Statement; Police report; the photos of damaged property and the place of the road accident; the expert's conclusion; the testimony of the claimant, liable driver, the witness and etc.

**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.**

All information which helps to identify the vehicle involved to the road accident: mark, model, registration plate number, VIN. The vehicle is considered as identified if: (i) the vehicle that caused the traffic accident is at the place of the road accident and the position and damage of this vehicle correspond to the circumstances of the road accident or (ii) the vehicle removed from the place of the road accident is found after the road accident and after its inspection and investigation it is determined that the damage to this vehicle is consistent with the circumstances of the road accident.

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

### 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:

Civil Procedure Code of the Republic of Lithuania determine the provisions concerning the claim submission to the court.

The claim submitted to the court must meet the general requirements for the content of procedural documents. The claim should include: 1) the amount of the claim, if the claim must be valued; 2) the circumstances on which the claimant bases his claim (actual basis of claim); 3) evidence confirming the circumstances stated by the plaintiff, the residence of witnesses and the location of other evidence; 4) claimant's claim (subject of the claim); 5) the claimant's opinion regarding the adoption of a decision in default, if a response to the claim or a preparatory procedural document will not be submitted in the case; 6) information on whether the case will be conducted through a lawyer. If the case will be conducted through a lawyer, the lawyer's name, surname, workplace address is also indicated; 7) the claimant's opinion on the possibilities of concluding a settlement agreement, when the claimant wishes to submit it, and on the intention and possibilities to resolve the dispute by judicial mediation.

The claim must be supported by documents and other evidence on which the claimant bases its claims, as well as data that the court fee has been paid, as well as requests for demanding evidence that the claimant cannot provide, indicating the reasons why this evidence cannot be provided.

The claim is brought by filing a claim against a pre-trial investigation officer, a prosecutor or a court at any time during the process, but no later than before the beginning of the examination of evidence in court. The victim, who has not filed the claim in a criminal case, has the right to file a claim in civil proceedings.

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

Appeal, cassation. An appeal is admitted against judgements of the court of first instance. It deals with re-examination of the facts and the legal position. However, new facts can no longer be introduced into the appeal proceedings.

#### 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.)** : The lawyers fee, legal fees, court experts costs, translation are not compensated in out of court cases till the parties agrees otherwise.

**In court:** The compensation regarding the claimant costs as legal fees, the court experts, translation costs or the other costs can be paid only based on judgement.

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

Not applicable.

### **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).**

- 1) the liable party caused damage with an uninsured (identified) vehicle.
- 2) the person was injured or died when the damage was caused under circumstances that prove the civil liability of the driver of the vehicle, but the vehicle that caused the road accident has not been identified.
- 3) in the event of an accident caused by an unidentified vehicle, the compensation for the damage to property shall be paid to the injured third party, only in the case, if for the same road accident at least to one injured third party the Guarantee Fund pays compensation for the damage caused to the person, in the event of severe health impairment.
- 4) when the bankruptcy proceedings were started against the liable insurer.

#### **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 claimant should apply with his claim to the insurance company-member company of Guarantee Fund which will manage with the claim on behalf of Guarantee Fund. More about the conditions for filing a claim in answer to the question 6.2.1.

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

Yes, but only in case if the claimant is permanently resident in a foreign country and if the national insurers' bureau of the state in which the claimant is permanently resident has signed the Internal Regulations or a bilateral agreement with Motor Insurers' Bureau of the Republic of Lithuania on mutual recognition of claims satisfaction.



**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.**

It shall be paid compensation for the damage caused in a road accident to the injured third parties in the cases where the damage caused during a road accident to person's health and/or deprivation of life when the damage is caused under the circumstances which prove civil liability of the user of the vehicle, however, the vehicle which and/or liable party who caused the road accident are not identified. Under this point, it shall be paid compensation to the injured third parties also for damage to property, provided that the Guarantee Fund has paid compensation at least to one injured third party of the same road accident for the caused personal injury in the event of significant health impairment which is determined in compliance with the Rules for Health Impairment Assessment. The exemption can be applied from paying compensation to claimant who voluntarily used the vehicle that caused the damage and it is proved that the claimant knew that the vehicle was not insured.

**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.** According to the Civil Code of the Republic of Lithuania the limitation period for the National Guarantee Fund to start the legal proceedings against the liable party is 3 years.

**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.** An injured third party, wishing to receive compensation from the Bureau in the cases provided in MTPL insurance law when the responsible insurer – member of the Bureau is the subject of bankruptcy proceedings (there is an effective court ruling to start bankruptcy proceedings), must personally or through his representative present a claim to the Bureau together with all information necessary to determine the circumstance of a road accident and the damage caused during the road accident.

**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?**

No.

## **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 claimant should apply with his claim to the insurance company-member company of Green Card Bureau which will manage with the claim on behalf of Green Card Bureau. More about the conditions for filing a claim in answer to the question 6.2.1.

**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.** The claimant has a direct right of action against the local Bureau, but not against the agent/ insurer representing the Bureau.

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

Not relevant.