



Common Compendium

P – Portugal

Review date: 01/09/2023

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Country Code: P

Organisation (s): Green Card Bureau

1. Basic Information (GCB/GF/CB)

This section is aimed at all three organisations. The questions are repeated three times to be filled out by each organisation

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

Green Card Bureau: Gabinete Português de Carta Verde

Guarantee Fund: Fundo de Garantia Automóvel

Compensation Body: Fundo de Garantia Automóvel

Information Centre: Fundo de Garantia Automóvel

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:

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: PT501799940

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: [GPCV \(apseguradores.pt\)](http://apseguradores.pt) (a new website is being created)

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

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

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

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

Please answer in your capacity as Guarantee Fund:

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

Please answer in your capacity as Compensation Body:

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

1.8. Is compensation by your organisation subsidiary? Only one option can be selected by each organisation.

Please answer in your capacity as Guarantee Fund:

Yes

No

Please provide further explanations: Click or tap here to enter text.

If the compensation is subsidiary, which entities are excluded? Click or tap here to enter text.

Please answer in your capacity as Compensation Body:

Yes

No

Please provide further explanations: Click or tap here to enter text.

If the compensation is subsidiary, which entities are excluded? Click or tap here to enter text.

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.)

Decree-Law n.º 291/2007, 21st August (Compulsory motor third party liability insurance system).

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

Fault based liability

Strict liability

Other . Please specify. Fault-based liability, but there are cases of strict liability (independent of fault), in the cases specified in the law.

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. No

Nationality. Please specify. No

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

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

Motor vehicles for which a specific driving license is required and their trailers.

Are there any exemptions? Please specify. Portuguese State vehicles, foreign States vehicles, according to a reciprocity principle, and International Organizations vehicles to which Portugal belongs (an exemption certificate is required)

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 Portuguese MTPL insurance law doesn't define private area.

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:

As of 1 June 2022, the minimum amount, per accident, is € 6 450 000,00 for Personal Injuries and € 1 300 000 for Material Damages. For public transport and competition events the minimum compulsory insured capital is two and eight times those amounts, respectively, with a limit of the same simple amounts, per victim.

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:** No, but the MTPL does not cover damage suffered by the owner of the stolen vehicle, by the perpetrators or accomplices of the theft or by the passengers being transported who were aware of the illegitimate detention of the vehicle and willingly were transported in it.
- Accident caused by drunk driving:** No
- Accident caused with intent (for instance homicide, suicide):** No (the same answer given for accident caused by a stolen vehicle).
- Accident caused by a terrorist attack:** No
- Accident caused by a driver without a license:** No
- Other instances:** An insurer may reject a Third Party claim in the case of alienation of the vehicle (that occurs automatically after 24 h as of the day of alienation) and when the insurance contract has been cancelled or declared null on a date prior to the accident.

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

- Yes**
- No**

Please specify. Passengers are considered third parties.

Is there any category of passenger excluded from this cover?

- Yes**
- No**

Please specify. The only exclusion are the material damages caused to passengers when they are being transported in contravention of the rules on passenger transport stated in the Road Traffic Code.

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? Both material and bodily injuries damages.

If yes, what is the specific time-limit? Material Damages: (i) 32 working days (ii) If there is a Constat Amiable (European Accident Statement) signed by the parties involved – 17 working days and (iii) In the event of exceptional weather conditions or the occurrence of an exceptionally large number of accidents at the same time – 62 working days; **Bodily Injuries** – 45 calendar days from the date of the indemnity claim, up to 90 days in the event of exceptional weather conditions or the occurrence of an exceptionally large number of accidents at the same time (these deadlines may be exceeded if the medical discharge report has not been issued or the damage is not fully quantifiable, in which case a "provisional offer" is made).

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?

3 years for Material Damages.

If the illicit act is a criminal offence for which the law establishes a prescription subject to a longer period, this is the applicable period (for this reason, in most personal injury claims the limitation period is 5 years).

In the case of minors, the prescription is not complete until one year has elapsed from the end of the incapacity.

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

In respect to material damage: It begins from the date on which the claimant became aware of his right, even though he is unaware of the person responsible and the full extent of the damage (i.e. normally it begins from the date of the accident).

In respect to bodily injuries: It begins from the date on which the claimant became aware of his right, even though he is unaware of the person responsible and the full extent of the damage (i.e. normally it begins from the date of the accident).

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, there are legal mechanisms to interrupt and suspend the limitation period. In the case of minors, the prescription is not complete until one year has elapsed from the end of the incapacity. The prescription is interrupted by the service or judicial notification of any act expressing, directly or indirectly, the intention to exercise the right.

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

The circumstances described in the previous questions.

Are there any differences for limitation period of liable party? There are no differences.

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):

Click or tap here to enter text.

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.

Portuguese law doesn't provide a specific rule for assigning liability in these cases.

However, out of court, the liability falls on the truck's, due to the protocols between insurers operating in Portugal, but the terms of these protocols are not binding on the injured parties.

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 itself causes the damage (e.g.: a rolling trailer).

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

Yes

No

If yes, please specify the conditions: All trailers with gross weight over 300 kg.

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

Yes

No

Please specify. They should be given separate plates unless the trailer is less than 300 kg. weight.

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. There is no specific rule for truck-trailer combination (the “normally based” is determined separately according to the general rules).

- **“originating from”**

Yes

No

Please specify. There is no specific rule for truck-trailer combination (the “originating from” is determined separately according to the general rules).

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. Not applicable, because there is insurance obligation for trailers.

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. Normally, if the truck is coupled with the trailer, liability falls on the tractor, which is the one driving the combination (this is the rule of the protocols between insurers operating in Portugal, but this rule does not bind the claimant). However, if both units (tractor and trailer) are liable, the claimant must make the claim against both. It is always advisable to make the claim against both (truck and trailer), especially when going to court.

3.10. If there is a division of liability?

Yes

No

If yes, Please specify.

- **the criteria (i.e. joint/several liability, percentage):** In court, the criteria is joint liability. In case of doubt, each party is liable for 50%. Out of court, if the truck is coupled with the trailer, liability falls on the tractor, which is the one driving the combination (this rule comes from the protocols between insurers operating in Portugal, but it does not bind the claimant).

- **on what is the division of liability based (i.e. law/jurisprudence/agreement between insurers)?** In court, the division of liability is always based on the law, and it is always advisable to make the claim against both (truck and trailer). Out of court, there are agreements/protocols between insurers, which state that liability falls on the tractor (however those agreements/protocols are not binding on the claimant).

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. The truck-trailer combination is treated as a single vehicle.

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?

Repair costs are paid in full by the MTPL-Insurer unless the vehicle is a total loss (the general principle of Portuguese law is to repair the damage).

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

Portuguese law defines the situations in which a vehicle is considered a total loss. In this case, the claimant is entitled to receive a compensation corresponding to the vehicle's market value (replacement value at the time before the accident), deducted from the value of the salvage, if it remains in the owner's possession.

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

Yes

No

If yes, Please specify. As the repair is done using new parts, the "loss of value" is not considered to be damage, although in very few situations the courts may consider it as such.

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

Yes

No

If yes, Please specify. Yes, although it is uncommon for this to happen, as the expert reports are always carried out by MTPL-Insurer.

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: Yes, but it's not common for this to happen, as it's usual for the claimant to use the roadside assistance provided by their own insurance. If he doesn't use it or doesn't have this cover, he can claim for these damages.

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: This right can be exercised by assigning a replacement vehicle, as mentioned in the following sub-item. The claimant has also the right to the excess costs incurred in transportation because of the immobilization of the vehicle during the period in which the replacement vehicle was not available.

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: Portuguese law recognizes the claimant's right to a replacement vehicle, with similar characteristics to the vehicle that was damaged and covered by the same insurance coverage as the vehicle that was damaged. In specific situations where there are no vehicles for hire, a lump sum can be considered.

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 registration fees are borne by the salvage buyer. However, if there are any fees that must be borne by the claimant, he will have right to compensation for them.

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: If these costs were borne by the claimant because of the accident, then he has the right to be compensated for them.

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: This right is only recognized in exceptional situations and always in court.

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: If these costs were borne by the claimant because of the accident, then he has the right to be compensated for them.

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. If the responsible vehicle is uninsured, the claimant should claim to the Motor Guarantee Fund (according to the provisions / limitations of law).

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. If these costs were borne by the claimant because of the accident, then he has the right to be compensated for them.

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. If these costs were borne by the claimant because of the accident, then he has the right to be compensated for them (e.g., assistance from a third party).

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

Yes.

No.

Please specify. Yes, for both temporary and permanent disability.

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

Yes

No

If answered yes, how is the amount of compensation assessed (fixed sum, tables, court)? Please specify. There is no legal table setting compensation for pain and suffering. Compensation is fixed by recourse to equity according to the circumstances of the case. In extrajudicial proceedings, there is an Ordinance that establishes the criteria and guidelines for presenting a reasonable proposal for bodily injuries compensation (including pain and suffering) to the claimant. However, this Ordinance does not have the force of law and the courts are not obliged to follow it.

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

Yes.

No.

Please specify. The right to compensation for loss of earnings is due to the claimant in case of temporary disability arising from the accident.

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

Yes.

No.

Please specify. The right to compensation for loss of future earnings is due to the claimant in case of permanent disability arising from the accident.

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. Portuguese law treats this damage (“loss of dependency”) as loss of future earnings. It states that the loss of future earnings is due to whom, according to the civil law, could claim maintenance from the victim (spouse and children, e.g.) or to whom the victim provided it in compliance of a natural obligation.

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

Yes.

No.

Please specify. This right is expressly foreseen in the law. Not only funeral expenses, but also expenses incurred to save the victim.

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

Yes.

No.

Please specify. Pain and suffering are part of the moral damages, according to the Portuguese law.

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

Yes.

No.

Please specify. Pain and suffering are part of the moral damages, according to the Portuguese law.

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

Yes.

No.

Please specify. If the claimant proves that the damage suffered because of the accident has aggravated, he has the right to compensation for this.

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

Yes.

No.

Please specify. Only in case of death or serious injuries of the victim.

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: Investigation reports, expert reports, criminal proceedings' files.

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 should communicate the accident to the insurance company in the shortest period, never exceeding eight days from the day of the occurrence or the day on which he becomes aware of it, providing all indications and relevant documentary and/or testimonial evidence for a correct liability assignment. The correct way to report a claim is to fill in the Constat Amiable (European Accident Statement), front and back, as completely as possible.

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. The damage is assessed by an expert/appraiser and the cost is paid by the insurer.

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

Yes

No

Please specify. The obligation to pay compensation only exists in relation to the damage that the claimant would probably not have suffered had it not been for the claim.

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. There is no such obligation.

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.

Through the license plate number and the registration certificate ("Certificado de Matrícula").

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:

The claim for compensation in court can be filed in civil proceedings or in criminal proceedings, the latter based on the commission of a crime.

To file a lawsuit, it is advisable to hire a lawyer, although it is only mandatory to hire one for lawsuits worth more than €5,000 (the claimant must be accompanied by a lawyer to ensure that their rights are properly defended).

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

Judgments in actions with a value of more than €5,000 can be appealed to a higher court, if the appellant has been affected by the decision by an amount greater than €2,500.

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 costs are borne by the parties, according to and in proportion to the success of their respective positions

In court: The costs are borne by the parties, according to and in proportion to the success of their respective positions

6.4. Any other procedure of settlement? Please specify.

As an alternative to the courts, claimants can go to the Courts of Peace (they have jurisdiction to decide civil cases up to €15,000) or to an arbitration centre.

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

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

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

Click or tap here to enter text.

7.2. What is the procedure (including any specific requirements) to be followed by a claimant when filing a claim to your national Guarantee Fund? Please specify.

Click or tap here to enter text.

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

Click or tap here to enter text.

7.4. Are there any exceptions when handling a claim for uninsured and/or unidentified vehicles (excess, property damage only when bodily injury, severity of bodily injuries, passenger voluntarily entering an uninsured vehicle, other)? Please specify in details.

Click or tap here to enter text.

7.5. Does the statute of limitations mentioned above under “Applicable Law” apply for the National Guarantee Fund or are there any exceptions?

Yes

No

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

7.6. Involvement of the Guarantee Fund or any other bodies responsible for insolvencies for protection of victims in case of insolvency of an MTPL insurer? / Insurance Guarantee Scheme

When does this intervention mechanism start its intervention? Only one option can be selected.

The insurance undertaking is subject to bankruptcy proceedings

The insurance undertaking is subject to winding up proceedings

The insurance undertaking has had the authorisation withdrawn

After withdrawal of the authorisation

Please specify. Click or tap here to enter text.

7.7. Stolen vehicles- Are people who voluntarily entered the vehicle which caused the damage when they knew that the vehicle was stolen, excluded from the intervention of the body?

Click or tap here to enter text.

8. Involvement of Green Card Bureaux (GCB)

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

8.1. What is the procedure (including any specific requirements) to be followed by a claimant when filing a claim to your national Green Card Bureau? Please specify.

There are no specific requirements. The correct way to report a claim is to fill in the Constat Amiable (European Accident Statement), front and back, as completely as possible.

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 law does not distinguish between claimants resident in the country and claimants resident in a foreign country. If the accident is caused by a Portuguese vehicle in Portugal and damages are caused to a foreign victim, there is no right of action against the Portuguese Bureau – only against the Insurer.

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

Click or tap here to enter text.