

Guarantee Fund Compendium

CH – Switzerland

Review date: 16/09/2022

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General information

Please provide the official full name of your Guarantee Fund.

Swiss National Guarantee Fund (NGF)
P.O. Box
CH-8085 Zurich

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

Association.

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

The Guarantee Fund is owned by all members equally.

1 - Unidentified or uninsured vehicles

1.1. What is the full identity (exact name, address, etc.) of the body established or authorised in accordance with Article 10 of the Codified Motor Insurance Directive? Please specify.

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1.2. What is the legal nature of this body?

Semi-public.

1.3. On what legal basis is it authorised to carry out compensation?

Art. 76 para. 2 (a) Road Traffic Act (RTA).

1.4. Is compensation by this body subsidiary?

Yes.

1.5. If the compensation is subsidiary, which entities are excluded?

In general, all entities are excluded. The obligation of the NGF to grant compensation is limited by the compensation the injured party can claim from damage insurance or from a social security body. Consequently, these insurers cannot claim compensation (art. 76 para. 4 RTA).

1.6. Is this body a VAT liable entity?

No.

1.7. If yes, please indicate the VAT number:

N/A.

1.8. If this body is a VAT liable entity, is the service of claim handling VAT exempted?

N/A.

1.9. Are there any specific provisions governing the recourse between this body and those responsible for the accident and other insurers or social security bodies obliged to compensate the victim for the same accident?

Yes.

1.10. If yes to question 1.9, what do these specific provisions consist of? Please specify briefly.

Upon paying compensation to the injured party, the NGF is subrogated to the rights of the injured party for damages of the same kind that it has covered (art. 76 para. 6 RTA).

1.11. Are people who voluntarily entered the vehicle which caused the damage when they knew that the vehicle was uninsured, excluded from the intervention of the body?

No.

1.12. In the event of an accident caused by an unidentified vehicle, is the intervention of the body subject to specific provisions as regards the compensation of damage to property?

Yes.

1.13. If yes to question 1.12, what are the specific provisions? Please specify briefly.

In case of material damage, an excess of CHF 1,000 is to be borne by each injured party, except where the accident also caused significant bodily harm (art. 52 para. 3 of the Ordinance on vehicle insurance (OAV).

1.14. If yes to question 1.12, what are the conditions provided for by your legislation so that the personal injuries may be considered as significant (cf. Article 10.3 of the Codified Motor Insurance Directive)? Please specify briefly.

The law does not specify the degree of severity necessary for bodily harm to be considered "significant". In practice, it suffices for the bodily harm to require medical attention.

1.15. If the injured party is not a resident of an EEA Member State, can it benefit from the intervention of the body?

The benefit of the body does not depend whether an injured party is a resident of an EEA Member State or not but whether there he/she lives in Switzerland and if not whether there is a pertinent reciprocity agreement in place (art. 54 OAV).

1.16. What periods of limitation are the demands for compensation addressed to the body subjected to? Please specify briefly.

There is no specific limitation. The periods of limitation of the RTA apply.

1.17. According to Article 11 of the Codified Motor Insurance Directive "In the event of a dispute between the body referred to in Article 10(1) and the civil liability insurer as to which must compensate the victim, the Member States shall take the appropriate measures so that one of these parties is designated to be responsible in the first instance for paying compensation to the victim without delay". Which of these parties has been designated in your country to be responsible in the first instance for paying compensation to the victim in the event of a dispute between the body and the insurer responsible for civil liability as to which must compensate the victim? Please specify.

N/A.

1.18. Are there certain types of vehicles or certain vehicles having a special plate exempted from the obligation of compulsory MTPL insurance in your country? (Article 5.2 of the Codified Motor Insurance Directive)

Answer to this question is available in the Green Card Bureau Compendium, question 14.3.

1.19. If yes, please list those vehicles:

Answer to this question is available in the Green Card Bureau Compendium, question 14.4.

2 - Stolen vehicles or vehicles obtained by violence

2.1. Has your Member State made use of the possibility offered by Article 13(2) of the Codified Motor Insurance Directive to make the Guarantee Fund responsible for paying compensation instead of the insurer?

No.

2.2. If yes to question 2.1, what are the conditions provided in the event of compensation for damage to property? Please specify briefly.

N/A.

2.3. If yes to question 2.1, 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?

N/A.

3 - Other cases of intervention by the body

3.1. Does the legislation of your Member State provide for other situations where the injured party can claim compensation from the body after a road traffic accident?

Yes.

3.2. If yes to question 3.1, what are these situations?

Bankruptcy of the MTPL insurer (art. 76 para. 2 (b) RTA).