

Guarantee Fund Compendium

PL – Poland

General information

Please provide the official full name of your Guarantee Fund.

Ubezpieczeniowy Fundusz Gwarancyjny (UFG), i.e. Insurance Guarantee Fund.

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

The UFG is non-profit organization having its own legal personality.

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

All insurers providing real insurance activity (i.e. selling insurance policies and not only having supervisory authority's permission to act) under MTPL TPL insurance in the territory of Poland.

Member insurers with market share over 20% have two votes during decisions taken on UFG's General Assemblies, while the rest insurers have one vote.

As for the UFG's Council (playing the role of Supervisory Body with respect to the UFG's Executive Board which is in turn responsible for the UFG's daily activity) it consists of 5-7 Members. 2 out of them are nominated by the Ministry of Finance and Financial Supervisory Authority, while the rest are elected by UFG's General Assemblies (i.e. the UFG's Members).

1 - Unidentified or uninsured vehicles

1.1. What is the full identity (exact name, address, etc.) of the organisation established or authorised with a view to transposing the 2nd MID? Please specify.

Ubezpieczeniowy Fundusz Gwarancyjny (UFG), i.e. Insurance Guarantee Fund, Płocka 9/11 Street, Warsaw 01-231, Poland.

1.2. What is the legal nature of the organisation?

Private.

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

Law. The basic legal regulation governing UFG's activity in the scope of compensations is "Act of 22nd May 2003 on compulsory insurance, Insurance Guarantee Fund and Polish Motor Insurers Bureau" with subsequent amendments. Also selected provisions of "Act of 23rd April 1964 – Civil Code" play an important role in certain aspects the UFG's compensatory function.

1.4. Is compensation by this body subsidiary?

Yes.

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

Social security bodies, all insurance undertakings and victims of road traffic accidents as far as their loss may be covered (protected) under property voluntary insurance (for instance motor hull insurance).

1.6. Is your organisation a VAT liable entity?

No

1.7. If yes, please indicate the VAT number:

N/A.

1.8. If your organisation 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?

No.

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

N/A.

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 general, the Insurance Guarantee Fund does not pay the compensation for damages to property if it was caused by unidentified vehicle, unless there is an accident as a result of which any participant of the accident

died, suffered from malfunction of body organ or health disturbance which lasted longer than 14 days. The excess of 300 Euro is applied to the damage in the victim's vehicle.

1.14. If yes to question 1.12, what are the conditions provided for by your legislation so that the damage to property may be considered as significant? Please specify briefly.

Personal injury is regarded as „significant personal injury“ if any participant of the traffic accident died, suffered from malfunction of body organ or health disturbance which lasted longer than 14 days.

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

Yes.

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

The limitation period of the Insurance Guarantee Fund's intervention depends on the circumstances:

- The claim for damages caused by a tort is subject to limitation on the expiry of 3 years from the date when the claimant learnt about the loss and about the person liable. The limitation period cannot however exceed 10 years from the date of the event which resulted with the loss,
- If the loss results from a crime the claim for damages is subject to limitation on the expiry of 20 years from the date when the crime was committed regardless of when the claimant learnt about the loss and about the person liable,
- In case of bodily injury the claim for damages is subject to limitation on the expiry of 3 years from the date when the claimant learnt about the loss and about the person liable,
- In case of bodily injury to a juvenile (person under 18) his claim for damages is subject to limitation on the expiry of 2 years from the date when the injured attained majority.

1.17. According to Directive 90/232/EEC, Article 4 “In the event of a dispute between the body referred to in Article 1 (4) of Directive 84/5/EEC 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.

If within the time-limit of 30 days starting from the date when the claim notification has been lodged by the injured party or authorized person, however not later than within 90 days starting from the date when the claim notification has been lodged (unless the establishment of the insurance undertaking's liability or the compensation amount would depend on the penal or civil proceedings pending), the insurer shall not determine the validity of the MTPL insurance of the person liable, then the Insurance Guarantee Fund is competent to pay the compensation to the victim.

In case, the Insurance Guarantee Fund determines the liability of the MTPL insurer, then the Insurance Guarantee Fund shall institute proceedings recourse against such insurer in order to reimburse the compensation paid.

1.18. Are there certain vehicles or certain types of vehicle having a special plate exempted from the obligation of compulsory insurance in your country? (Article 5.2 of the MID)

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 this possibility?

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. Do 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?

In case of:

- the insurance undertaking bankruptcy declaration or
- application dismissal to declare the insurance undertaking bankruptcy if the debtor's assets are not even evidently sufficient to cover the costs of bankruptcy proceedings or

- discontinuance of bankruptcy proceedings, if the debtor's assets are not even evidently sufficient to cover the costs of bankruptcy proceedings or
- ordering the compulsory insurance undertaking winding up proceedings, if the entitled persons' claims are not covered by the assets being the technical provisions.

The UFG is authorized to pay the compensation to the victim, if the holder or a driver of the vehicle which caused the damage, were insured under MTPL insurance cover in abovementioned MTPL insurance undertaking. The limit of the UFG's maximum liability is equal to the level of minimum guarantee amount prescribed for MTPL insurance in Poland both for personal injuries and damages to property.