

# Common Compendium

## DK - Denmark

Review date: 10/11/2022

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**Country Code:** DK

**Organisation (s):** DFIM – Dansk Forening for International Motorkøretøjsforsikring

### 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:** DFIM – Dansk Forening for International Motorkøretøjsforsikring

**Guarantee Fund:** DFIM – Dansk Forening for International Motorkøretøjsforsikring

**Compensation Body:** DFIM – Dansk Forening for International Motorkøretøjsforsikring

**Information Centre:** DFIM – Dansk Forening for International Motorkøretøjsforsikring

**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.dfim.dk/>

**GF:** <https://www.dfim.dk/>

**CB:** <https://www.dfim.dk/>

*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: Law*

**Please provide the name and date of the law:**

- The Danish Road Traffic Act (Færdselsloven) - 13.08.2021 (Bekendtgørelse af færdselsloven nr. 1710 af 13/08/2021)
- The Danish Liability for Damages Act - 24.08.2018 (Bekendtgørelse af lov om erstatningsansvar nr. 1070 af 24/08/2018)
- Bekendtgørelse om ansvarsforsikring for motorkøretøjer mv.nr 1618 af 18/12/2018

*Please answer in your capacity as Compensation Body: Law*

**Please provide the name and date of the law:**

- The Danish Road Traffic Act (Færdselsloven) - 13.08.2021 (Bekendtgørelse af færdselsloven nr. 1710 af 13/08/2021)
- The Danish Liability for Damages Act - 24.08.2018 (Bekendtgørelse af lov om erstatningsansvar nr. 1070 af 24/08/2018)
- Bekendtgørelse om ansvarsforsikring for motorkøretøjer mv.nr 1618 af 18/12/2018

**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:**

As a Guarantee Fund we only cover direct claims. Subrogated claims are thus not covered.

- It is to be noted that a claimant always is entitled to file a claim directly against the Guarantee Fund (despite having a casco insurance) based on a provision in The Danish Liability for Damages Act - 24.08.2018 (Bekendtgørelse af lov om erstatningsansvar nr. 1070 af 24/08/2018) - § 21,1

**If the compensation is subsidiary, which entities are excluded?** Social security bodies. Casco insurers. Property insurers.

*Please answer in your capacity as Compensation Body:*

**Yes**

**No**

**Please provide further explanations:** See reply under item 1.8

**If the compensation is subsidiary, which entities are excluded?** See reply under item 1.8

## **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.)**

- The Danish Road Traffic Act (Færdselsloven) - 13.08.2021 (Bekendtgørelse af færdselsloven nr. 1710 af 13/08/2021)
- The Danish Liability for Damages Act - 24.08.2018 (Bekendtgørelse af lov om erstatningsansvar nr. 1070 af 24/08/2018)
- Bekendtgørelse om ansvarsforsikring for motorkøretøjer mv.nr 1618 af 18/12/2018

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

**Fault based liability**

**Strict liability**

**Other . Please specify.** It is a combination of fault based and strict liability. If a motorized vehicle is in use in traffic according to the Danish Road Traffic Act (§§101 and 103) then strict liability applies. Other instances fall under § 102.

**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 restrictions regarding our function as Guarantee Fund. In our capacity as Compensation Body though we act for residents in Denmark.

**Nationality. Please specify.** No restrictions

**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 for any power-driven vehicle including automobiles, motorcycles, motor vehicles mainly designed for self-propelled transport of persons or goods, tractors, machines and mopeds

**Are there any exemptions? Please specify.** In regards to electric scooters there is a mandatory obligation for MTPL-insurance if the scooter is a rental one. That does not apply to other categories of electric scooters.

**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.**

According to our law (Færdselsloven) it is valid where common traffic is possible (roads, public spaces).

A private area, where the law is not valid, can be a confined area like restricted area (airports, etc.).

If an accident falls under our Traffic law (Færdselsloven) then strict liability can apply. If the accident happens on a private area where our national Traffic Law, is not valid then strict liability does not apply. In such cases the liability is assessed based on culpa.

**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:**

The limit of cover is per accident.

For personal injuries the sum is DKK 132.000.000,00 and for material damage it is DKK 26.000.000,00.

The above-mentioned sums are pr. 1<sup>st</sup> of January 2022 and they are regulated on an annual basis.

**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:** As we operate with strict liability and as an MTPL-insurer is directly liable, a claim cannot be rejected or refused. The MTPL-insurer does though have the possibility of recourse for expenses against the thief of the vehicle.

**Accident caused by drunk driving:** As we operate with strict liability and as an MTPL-insurer is directly liable, a claim cannot be rejected or refused. The MTPL-insurer does though have the possibility of recourse for expenses against the drunken driver if a series of preconditions are fulfilled.

**Accident caused with intent (for instance homicide, suicide):** As we operate with strict liability and as an MTPL-insurer is directly liable, a claim cannot be rejected or refused. The MTPL-insurer does though have the possibility of recourse for expenses against the driver in the event of severe reckless driving. In the event that a claimant tries to commit suicide and jumps out in front of a car, then a MTPL-claim can be rejected.

**Accident caused by a terrorist attack:** As we operate with strict liability and as an MTPL-insurer is directly liable, a claim cannot be rejected or refused.

**Accident caused by a driver without a license:** As we operate with strict liability and as an MTPL-insurer is directly liable, a claim cannot be rejected or refused. The MTPL-insurer does though have the possibility of recourse for expenses against the driver without a license if a series of preconditions are fulfilled

**Other instances:** Click or tap here to enter text.



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

**Yes**

**No**

**Please specify.** It is mandatory in Denmark that a passenger is covered by the MTPL-insurance of the vehicle, where the passenger is seated.

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

**Yes**

**No**

**Please specify.** A passenger is covered by the MTPL-insurance of the vehicle, where the passenger is seated. However, if the passenger due to gross negligence has participated in the accident, then a claim can be reduced or rejected.

**2.9. Does your national law require the insurer and/or Bureau to make an offer of compensation to a claimant within a specified time?**

**Yes**

**No**

**If yes, what is the nature of the damages to which the time-limit applies?** All damages related to the traffic accident fall under the time-limit

**If yes, what is the specific time-limit?** Three months when a final decision on liability has been made, unless the claims handling is still ongoing.

**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?**

The period of limitations is 3 years. Claims expire after 3 years.

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

**In respect to material damage:** The 3 years are counted from the time the accident occurs. Claims expire after 3 years

**In respect to bodily injuries:** The 3 years are counted from the time the accident occurs. Claims expire after 3 years

**2.10.2. Are there any provisions in your national law which allow the suspension/extension of the limitation period? How about interruption? Please specify.**

The limitation period is interrupted by the debtor's acknowledgment or by the commencement of legal proceedings, typically the filing of a summons.

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

No

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

*The following questions are only aimed at Compensation Bodies. Please answer in your capacity as Compensation Body:*

**2.11. Under your legislation, does a victim who has requested compensation under Articles 24 and 25 of the Codified Motor Insurance Directive have the right to remedy against the decision/omission of the Compensation Body?**

**Yes**

**No**

**If yes, please specify (i.e. appeal to administrative authority, judicial review of the latter's decision or action to court directly, i.e., passive procedural legitimacy of the Compensation Body):**

A claimant can file a complaint directly to DFIM, which will lead to a review of the file, including rejection, etc.

If DFIM maintains its position and a claimant is still unsatisfied, then the claimant has the possibility to launch court proceedings against us.

### **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.

Liability always falls back on the towing unit.

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

Yes

No

**If yes, what are the conditions?** If a trailer is rolling in to for instance a building or in a static situation when a fire arises on the trailer and causes damage.

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

Yes

No

**If yes, please specify the conditions:** All trailers in Denmark (commercial or private) need a registration plate.

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

Yes

No

**Please specify.** Trailers are provided with a separate plate. The format of the plates differs from motorized vehicles. For instance, the standard format of the trailer consists of two letters followed by 4 numerals (AA1111).

#### 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.** We write to the owner of the trailer in order to obtain the truck registration number – then we contact the relevant bureau for insurer details

- “originating from”

Yes

No

**Please specify.** We write to the owner of the trailer in order to obtain the truck registration number – then we contact the relevant bureau for insurer details

**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.** Our National Guarantee Fund only covers damages caused by motorized vehicles.

**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.** A claimant always has to file a claim against the towing unit.

**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.** As the liability always falls back on the truck, the question is not relevant.

**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.** Depending on the situation it becomes an assessment based on mere culpa alone.

**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.** Depending on the situation it becomes an assessment based on mere culpa alone.

## 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?

In Denmark vehicle damage is covered to daily value, meaning that the damaged vehicle will be repaired so that is brought back to the same condition as prior to the accident (The claimant has not suffered any loss).

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

In cases related to a total loss the compensation is the exact replacement value (daily value) prior to the accident date.

To assess if a vehicle is deemed a total loss, the Danish registration fee act is to be followed. At present that means that if a vehicle is damaged for more than 75 % of daily value, the vehicle is deemed a total loss. If the percentage of damage to a vehicle lies within 65 – 75% of daily value, a claimant can decide for himself if the damaged vehicle should be repaired og be considered a total loss. The percentages are adjusted on an irregular basis.

- If the damage to a vehicle though is assessed to under DKK 25.000,00 a repair shop may repair a vehicle regardless of the percentage of damages. The costs of repairs can though never surpass the value of the vehicle, so in those cases a compensation for total loss.

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

Yes

No

**If yes, Please specify.**

A claimant can forward a claim for loss of value, however this is estimated on a case-by case basis and there can though be individual variations.

As a precondition, the following must apply:

- The counterparty must be fully or partially liable

Also if a counterparty only is partially liable, then the compensation for loss of value will be reduced.

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

**Yes**

**No**

**If yes, Please specify.**

In Denmark is it not normal to compensate such costs as there exists a standardized system of assessing vehicle damages. In other instances, a claimant has the right to be compensated, however such costs must be reasonable compared to the time used/extent of damages.

**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 a damaged vehicle is unable to be driven, then a claimant can receive compensation for transportation costs to the nearest repair shop.

**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:**

Loss of use can be forwarded, if the vehicle was in use within a business (taxi, transportation etc.). A claimant has to prove the loss of use while the vehicle was repaired.

**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:**

A claimant can forward a claim for compensation, however there are certain preconditions that need to be fulfilled:

- A counterparty has accepted liability in full or partially
- The claimant used the damaged vehicle for business purposes, or
- The claimant cannot manage without the damaged vehicle, for instance if one cannot get to work using public transportation etc.

If a claimant fulfils the conditions, then a compensation can be paid for net repairs day according to an assessor's report.

If the vehicle is deemed a total loss, then compensation is paid for no more than 14 days.

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

**Yes**

**No**

**If yes, please specify the criteria:** The sum is already included in the compensation to the claimant.

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



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

**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 a responsible vehicle was uninsured on the accident date, then the claimant can forward a claim towards DFIM as the responsible Guarantee Fund.

The Guarantee Fund will assess a claim taken into account the preconditions that have to be fulfilled.

## **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.** Compensation is paid for the cost of medical treatment and outlay for medicine, if the treatment and/or medicine are necessary and improves the victim's health situation. Payment from a private health insurance or the Social Security are set off against the direct claim of the victim

**5.1.1. Does your national law make a distinction between public and private healthcare?**

**Yes.**

**No.**

**Please specify.** You are only entitled to help from public healthcare / public hospitals

**5.2. Does the claimant have right to compensation for costs of care and increased needs due to an accident?**

**Yes.**

**No.**

**Please specify.** But it is subsidiary to the Social Security System

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

**Yes.**

**No.**

**Please specify.**

Permanent disability will be fixed as a set amount calculated by considering the nature and extent of the injury as well as the degree of disability arising. In the case of 100 % disability, the compensation amounts to DKK 950.500 (2022), limited to a maximum of DKK 1.139.500 (2022).

In the case of permanent disability less than 100 %, the payment is reduced proportionally. Permanent disability of less than 5 % is not compensated.

If at the time of the accident, the victim is more than 39 years old, the compensation will be reduced by 1 % for each year. If the victim is older than 59 years old at the time of the accident, the compensation is reduced by another 1 %.

#### 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.

In the period where the victim is sick and not able to work, the victim can claim compensation for pain and suffering. The compensation is fixed by law to a daily lump sum of DKK 215 (2022), limited to a maximum of DKK 83.000. If the victim is not working, the period is valued on behalf of medical situation.

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

Yes.

No.

**Please specify.**

The victim has a claim for compensation for loss of earnings actually incurred whilst off work until such time as the victim recovers. If the claimant does not recover fully, and therefore has a permanent loss, the actually incurred loss must be paid until the permanent loss can be determined.

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

Yes.

No.

**Please specify.**

Compensation for future earnings is paid, if the claimant's earning capacity is reduced by 15 % or more. The loss of earning capacity is calculated as difference between the income before and after the accident set in percentage. The compensation is calculated as last annual gross income times loss of earning capacity in percentage times 10 but limited to a maximum of DDK 9.978.000 (2022)

If at the time of accident, the victim is more than 29 years old, the compensation will be reduced by 1 % for each year. If the victim is older than 54 years old at the time of the accident, the compensation is reduced by another 2 %.

The compensation for loss of earnings is calculated and paid as a capital amount. Benefits paid by the employer, private life insurance or Social Security will not be set off against the claim.

**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 case of death, compensation is paid to the spouse or cohabiter. The compensation is calculated as 30 % of the compensation that the deceased can be assumed to have been able to obtain in the event of a complete loss of the ability to work while alive.

The spouse or cohabitant is then entitled to a minimum compensation for dependent loss of DKK 1.067.500 (2022). The compensation is reduced after the same rules as in loss of future earnings.

If the deceased has children below 18 years of age, these children can claim loss of maintenance. The compensation is calculated as the number of months until the child is 18 years old times the monthly payment as a child supporter. The compensation amount doubles if the deceased has been the sole supporter.

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

**Yes.**

**No.**

**Please specify.**

Transitional amounts are given to the surviving spouse or cohabitant. The transitional amount amounts to DKK 173.000 (2020) and is intended to be used for unforeseen costs in connection with the deceased's death, including funeral expenses.

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

Yes.

No.

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

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

Yes.

No.

**Please specify.** As it is part of the compensation for pain and suffering, we refer to article 5.4

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

Yes.

No.

**Please specify.**

The injured party has the right to have the compensation case reopened if the injured party's circumstances - including professional circumstances - change.

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

Yes.

No.

**Please specify.**

Compensation for tort is paid if, in connection with a grossly offensive act, you are caused great grief and emotional pain by, for example, having lost a relative.

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

No

**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:**

In the sense of the law then only a police report can be used in a final assessment. Other documentation (like witness statements, etc.) can be used in absence of a police report.

**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:**

In Denmark there are no specific conditions applicable, as a claimant always can forward a claim.

**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.** Proof of involvement can be as little as the information of a reg.no of a vehicle involved in an accident. Every piece of proof is assessed on a case-to-case basis.

- **Proof of damage**

**Yes**

**No**

**Please specify.** Expert information that can document a damage (assessor, specialist, etc.) is acquired.

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

**Yes**

**No**

**Please specify.** It is a precondition that the circumstances of the accident match the damages reported.

**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 as such no obligation, however it is recommended to file a report with the local authorities.

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

**Yes**

**No**

**Please specify.** A victim can still file a claim and the assessment follows the established rules.

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

Information of the reg.no of an involved vehicle is enough to consider identification. If the owner of the alleged vehicle rejects any involvement, then other documentation is needed.

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

**Yes**

**No**

**If yes, please specify in detail.**As a claimant you must be able as a minimum to report the reg.no of the involved vehicle.

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

**Yes**

**No**

**If yes, how are these fees assessed/calculated?** Legal fees are compensated, however only regarding the compensation for personal injury. The fees are assessed based on the costs of compensation and must be reasonable.

**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:**

As a claimant one must be an active/involved party before filing a claim in civil and/or criminal proceeding.

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

The judicial system in Denmark consists of three level of courts, where all cases start at the city courts. All cases can afterwards be appealed to the High court (Landsret) as final decision-making entity. Only cases that can be seen as principle for the area of jurisdiction will be allowed a second appeal to the Danish Supreme court (Højesteret).

**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.)** : Out of court the claimant covers his/her own costs for legal representation.

**In court**: The losing party is obliged to pay all the costs (own/opposing party) related to a court trial.



#### **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).**

DFIM as the appointed Guarantee Fund intervenes when a vehicle is considered uninsured or unidentified according to Danish law. If a vehicle is identified or insured and it was involved in a traffic accident caused by intent, stolen vehicles etc. then DFIM does not intervene.

#### **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.**

A claimant has to report a claim directly to DFIM, alternatively DFIM receives a police report with the circumstances of an accident, which involves an unidentified or uninsured vehicle. DFIM then starts to investigate the claim and based on acceptance or rejection of liability, DFIM pays out compensation to a claimant.

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

Yes. If the accident took place in Denmark and the preconditions are fulfilled, then a resident from a foreign country can file a claim directly against DFIM.

#### **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.**

There are the following exceptions when a claim is handled by DFIM as a Guarantee Fund:

- When dealing with a claim caused by an unidentified vehicle, DFIM only pays out compensation for material damage when at the same time compensation for personal injury is paid. Pure material damage is not compensated
- If DFIM can prove that a passenger voluntarily has entered an uninsured vehicle, then the claim of a passenger can be rejected.

- DFIM does not cover claims caused by a vehicle which is self-insured (Governmental, military, etc.)

**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.** We fall under the same applicable law as it is uniform for all entities in Denmark.

**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.** With the current Insurance Guarantee Scheme, the intervention starts when an MTPL-insurer has been officially declared bankrupt by the Maritime Court in Denmark.

**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 same as mentioned under item 7

**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.** We make no exception in regard to residents from other countries.

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

Not applicable