

# Common Compendium HR - Croatia

Review date: 14/09/2022

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#### Country Code: HR

Organisation (s): Hrvatski ured za osiguranje - Croatian Insurance Bureau

### 1. Basic Information (GCB/GF/CB)

This section is aimed at <u>all three organisations</u>. 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: Hrvatski ured za osiguranje - Croatian Insurance Bureau

Guarantee Fund: Hrvatski ured za osiguranje - Croatian Insurance Bureau

Compensation Body: Hrvatski ured za osiguranje - Croatian Insurance Bureau

Information Centre: Hrvatski ured za osiguranje - Croatian Insurance Bureau

# 1.2. What is the legal status/form of your organisation? Only <u>one option</u> 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

COUNCIL OF BUREAUX - AISBL / Avenue Louise 166 (1st floor), BE-1050 Brussels / www.cobx.org

Other. Please specify. Click or tap here to enter text.

Non-profit organisation established under the Insurance Law.

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.

Non-profit organisation established under the Insurance Law.

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.

Non-profit organisation established under the Insurance Law.

### 1.3. How is the ownership of your organisation structured? Only <u>one option</u> 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 <u>one option</u> 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:

Solve of the organisation Solve of 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 <u>one option</u> 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?

 $\Box$ 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: <u>HRVATSKI URED ZA OSIGURANJE (huo.hr)</u>

GF: <u>HRVATSKI URED ZA OSIGURANJE (huo.hr)</u>

CB: <u>HRVATSKI URED ZA OSIGURANJE (huo.hr)</u>

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.

The Compulsory Traffic Insurance Law (Zakon o obveznim osiguranjima u prometu) was passed on 9 December 2005 and entered into force on 1 January 2006. It was amended twice in 2009, the Amendments of 18 June 2013 entered into force on 1 July 2013 and the latest Amendments of 12 December 2014 entered into force on 30 December 2014.

Please answer in your capacity as Compensation Body:

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

The Compulsory Traffic Insurance Law (Zakon o obveznim osiguranjima u prometu) was passed on 9 December 2005 and entered into force on 1 January 2006. It was amended twice in 2009, the Amendments of 18 June 2013 entered into force on 1 July 2013 and the latest Amendments of 12 December 2014 entered into force on 30 December 2014.

### *1.8.* Is compensation by your organisation subsidiary? Only <u>one option</u> 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 <u>all three organisations</u>. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only <u>one common answer</u> 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 Compulsory Traffic Insurance Law (Zakon o obveznim osiguranjima u prometu, Official Gazette of the Republic of Croatia "Narodne novine" No 151/05, 36/09, 75/09, 76/13 i 152/14) was passed on 9 December 2005 and entered into force on 1 January 2006. It was amended twice in 2009, the Amendments of 18 June 2013 entered into force on 1 July 2013 and the latest Amendments of 12 December 2014 entered into force on 30 December 2014.

#### 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. Click or tap here to enter text.

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 Croatian Compulsory Traffic Insurance Law obliges any owner of a motor vehicle to conclude a motor third party liability insurance contract prior to the use of the vehicle in traffic.

Article 3(1)9. of the Croatian Compulsory Traffic Insurance Law defines a motor vehicle as any vehicle intended for traffic on land and propelled by its own motor, but not running on rails, and any trailer, whether coupled or not, that is subject to the obligation of registration and is required to be supplied with a vehicle licence according to vehicle registration regulations'.

Art. 22(3) of the Croatian Compulsory Traffic Insurance Law provides that the MTPL insurance contract covers damage or injury 'caused by vehicles circulating on public roads and other areas where traffic runs, that are subject to the obligation of registration and are required to be supplied with a vehicle licence according to vehicle registration regulations'.

**Are there any exemptions? Please specify.** Vehicles exempted from the insurance obligation are vehicles running on rails and vehicles of the Armed Forces of the Republic of Croatia. The Republic of Croatia shall guarantee compensation for damage or injury caused by the use of military vehicles.

#### 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. Click or tap here to enter text.

### 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:

Personal injuries HRK48.727.215 per accident Material damage HRK9.820.989 per accident By Croatian Government's Decision the amounts are set in EUR (6.450.000 and 1.300.000) and to be converted to HRK on the date of entry into force of the Decision on 21/04/2022 (adaptation in line with inflation as required by 2021/C 423/11 OJEU C 423/24). Official average exchange rate of the Croatian National Bank as on 21/04/2022 1€ = 7,554607 HRK

# 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: Click or tap here to enter text.

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: Accidents caused by reckless driving confirmed by a final court judgement

The Insurer is permitted to reject a Third Party Claim in the following cases:

• claims resulting from war or warlike acts, riots and terrorist acts.

• claims arising out of the conveyance of nuclear or other radioactive substances.

• claims arising from the use of the vehicle in sport events the objective of which is to achieve the highest possible speed or highest average speed, or training for such events.

• damage to objects transported by the insured, except for objects serving for the personal use of the persons in the vehicle.

• claims exceeding the limits of liability required by Law.

The Law also provides that in the event of deliberately caused damage, damage caused by the criminal offence of reckless driving confirmed by a final court judgement, damage resulting from the use of the vehicle for purposes the vehicle is not intended for or a technical defect of the vehicle the driver was aware of, in cases of driving without a driving licence, driving under the influence of intoxicating agents or with a blood alcohol content above the limit under the insurance contract and unauthorised driving (stolen vehicles) the insurer has a right of recovery against the insured or the unauthorised driver. However, these clauses cannot be invoked against the victim, i.e. the insurer is obliged to pay compensation to the victim.

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

⊠Yes

□No

Please specify. Click or tap here to enter text.

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

⊠Yes

□No

**Please specify.** The driver of the vehicle that caused the accident. Passengers who voluntarily entered an unregistered vehicle not bearing registration plates, an uninsured vehicle or a vehicle driven by an unauthorised driver provided that it can be proven that the passenger knew that the vehicle was unregistered, uninsured or stolen. The owner, co-owner i.e. keeper of the vehicle that caused the accident in respect of damage to property.

# 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

**If yes, what is the specific time-limit?** The insurer is required to: • make a reasoned offer of compensation to a claimant in cases where liability and the amount of damages is not contested or • provide a reasoned reply in cases where liability is contested or the amount of claim has not been clearly determined within 60 days of the date the claim was presented.

# 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

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

In respect to material damage: Click or tap here to enter text.

#### In respect to bodily injuries: Click or tap here to enter text.

The 3 years' limitation period starts from the time the injured party acquired knowledge of the damages suffered and the person causing the damage or injury (subjective period), but in general 5 years from the date the damage or injury occurred (objective limitation period). In the event of damage or injury caused by tort, where a longer limitation period is provided for criminal prosecution, the same limitation period shall apply to a claim for compensation of damage against the responsible person as the limitation period provided for criminal prosecution.

### 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.

i) Interruption of the limitation period: - acknowledgement of debtor, action brought by creditor, force majeure. ii) Extension of the limitation period:- claims resulting from tort. Relevant provisions of the Croatian Civil Obligations Act: *"Article 240* (1) Acknowledgement of a debt by a debtor shall interrupt limitation. (2) A debt may be acknowledged not only by a statement to a creditor but also in an indirect manner such as making a payment, paying interest or giving security. *Article 241* Limitation shall be interrupted by filing of a suit or any other action by the creditor against the debtor before a court or other competent body for the purpose of ascertaining, securing or effecting a claim. *Article 231* (2) Interruption of proscription of criminal prosecution shall also have effect in respect of interruption of the limitation period of the claim of compensation for damage. (3) The same shall apply to suspension of limitation."

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

Click or tap here to enter text.

Are there any differences for limitation period of liable party? Click or tap here to enter text.

The following questions are only aimed at <u>Compensation Bodies</u>. 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):

Regular out-of-court procedure.

Article 50 of the Croatian Compulsory Traffic Insurance Law provides that "If the liable insurer or his claims representative omits to provide to the injured party a reasoned offer of compensation or a reasoned reply within the three-month time limit, the injured party may file a lawsuit against the liable insurer at the place of his/her residence."

#### 3. Trucks and trailers (GCB/GF/CB)

This section is aimed at <u>all three organisations</u>. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only <u>one common answer</u> 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.

Click or tap here to enter text.

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

⊠Yes

□No

If yes, what are the conditions? Click or tap here to enter text.

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

⊠Yes

□No

If yes, please specify the conditions: Click or tap here to enter text.

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

⊠Yes

 $\Box No$ 

Please specify. Click or tap here to enter text.

### 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

 $\Box \mathrm{No}$ 

Please specify. Click or tap here to enter text.

#### - "originating from"

□Yes

 $\Box No$ 

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: 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. Click or tap here to enter text.

### 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. Click or tap here to enter text.

#### 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

 $\Box$  Other.

Please specify. Click or tap here to enter text.

3.13. Who is responsible for the damage to a connected trailer in cases involving Third Parties?

 $\Box$  The towing unit

□The trailer

 $\Box$ 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 <u>all three organisations.</u> You are invited to complete this section in cooperation amongst your organisations, if applicable. Only <u>one common answer</u> 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?

Click or tap here to enter text.

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

Click or tap here to enter text.

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

□Yes

□No

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

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

□Yes

□No

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

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: Click or tap here to enter text.

#### 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: Click or tap here to enter text.

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: Click or tap here to enter text.

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: Click or tap here to enter text.

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

 $\Box No$ 

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. Click or tap here to enter text.

### 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 MTPLinsurer for bodily injury. <u>Please specify for each question when applicable.</u>

#### 5.1. Does the claimant have right to compensation for costs of medical treatment?

 $\Box$ Yes.

□N**o**.

Please specify. Click or tap here to enter text.

#### 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. Click or tap here to enter text.

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

 $\Box$ Yes.

□No.

Please specify. Click or tap here to enter text.

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

 $\Box$ Yes

□No

If answered yes, how is the amount of compensation assessed (fixed sum, tables, court)? Please specify. Click or tap here to enter text.

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

 $\Box$ Yes.

□No.

Please specify. Click or tap here to enter text.

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

 $\Box$ Yes.

□No.

Please specify.Click or tap here to enter text.

# 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)?

 $\Box$ Yes.

□No.

Please specify. Click or tap here to enter text.

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

 $\Box$ Yes.

□No.

Please specify. Click or tap here to enter text.

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

 $\Box$ Yes.

**□No**.

Please specify. Click or tap here to enter text.

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

 $\Box$ Yes.

□No.

Please specify. Click or tap here to enter text.

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

 $\Box$ Yes.

□No.

Please specify. Click or tap here to enter text.

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

 $\Box$ Yes.

 $\Box$ No.

Please specify. Click or tap here to enter text.

#### 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 <u>all three organisations.</u> You are invited to complete this section in cooperation amongst your organisations, if applicable. Only <u>one common answer</u> 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:

Click or tap here to enter text.

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. Click or tap here to enter text.

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

⊠Yes

 $\Box$ No

Please specify. Click or tap here to enter text.

### 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.

Click or tap here to enter text.

#### 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:

Click or tap here to enter text.

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

Click or tap here to enter text.

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.) : Click or tap here to enter text.

In court: Click or tap here to enter text.

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

Click or tap here to enter text.

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

This section is aimed only at <u>Guarantee Funds</u>. 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.

Yes

# 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.

Passengers who voluntarily entered an uninsured or unregistered vehicle not bearing registration plates are not entitled to compensation, provided that it can be proven that the passenger knew that the vehicle was uninsured / unregistered. In the event of an accident caused by an unidentified vehicle compensation for damage to property may be claimed (with a 3 750 HRK excess borne by the claimant) only if the Croatian Insurance Bureau has paid compensation to a victim of the same accident for damage resulting from death or severe bodily injuries that required hospitalization.

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**. In the event of circumstances necessitating the liquidation or in case of bankruptcy of the insurer

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 <u>Green Card Bureaux</u>. 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.

Click or tap here to enter text.

8.2. Does a claimant resident in a foreign country have a direct right of action against the localBureau of the country of accident or the agent/ insurer representing the Bureau?

⊠Yes

### □No

Please specify. Click or tap here to enter text.

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

Click or tap here to enter text.