

# Common Compendium

## CY - Cyprus

Review date: 17/08/2023

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**Country Code:** CY

**Organisation (s):** MOTOR INSURERS' FUND

### 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:** CYPRUS INTERNATIONAL INSURANCE BUREAU

**Guarantee Fund:** CYPRUS GUARANTEE FUND

**Compensation Body:** CYPRUS COMPENSATION BODY

**Information Centre:** N/A

**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.** Company limited by guarantee

*Please answer in your capacity as Guarantee Fund:*

**Non-profit organisation**

**Association of legal entities**

**Limited liability company**

**Other. Please specify.** Company limited by guarantee

*Please answer in your capacity as Compensation Body:*

**Non-profit organisation**

**Association of legal entities**

**Limited liability company**

**Other. Please specify.** Company limited by guarantee

**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:** [www.mif.org.cy](http://www.mif.org.cy)

**GF:** [www.mif.org.cy](http://www.mif.org.cy)

**CB:** [www.mif.org.cy](http://www.mif.org.cy) 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:** Motor Vehicles (Third Party Insurance) Law of 2000 to 2021, Law 96(I)/2000. Date of the amending law: 2003

*Please answer in your capacity as Compensation Body:*

**Please provide the name and date of the law:** Motor Vehicles (Third Party Insurance) Law of 2000 to 2021, Law 96(I)/2000. Date of the amending law: 2003

**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.)

Motor Vehicles (Third Party Insurance) Law of 2000 to 2021, Law 96(I)/2000.

### 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.** Based on the Applicable Law.

**Nationality. Please specify.** Click or tap here to enter text.

**Other. Please specify.** N/A

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

All categories of vehicles.

#### **Are there any exemptions? Please specify.**

Article 3(2) of Law 96(I)/2000 provides among others that

-government vehicles,

- the user of a motor vehicle at any time when it is driven for police purposes by or under the directions of a police officer of or above the rank of Inspector as defined in the Police Law,

- any motor vehicle or type of motor vehicle declared by the Council of Ministers to be exempted from the provisions of this Law,

- any motor vehicle which may also be used as an engine or tool of trade and which, at the point of time when the liability arose, was firmly immobilized on the ground and was being used as an engine or tool of trade and not as a motor vehicle

are excluded.

Also military vehicles are excluded.

## 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.** Article 2 of Law 96(1)/2000 defines road as “any road, street, square, open space as well as any place to which the public has access, and includes a bridge used in connection with any road, as well as any open space in the territory of ports and airports, except the take-off runway, the landing strip and parking area of aeroplanes”. However, this definition it will soon be replaced in the light of the new MID.

## 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:

Type of vehicle	Personal injuries		Material damage	
	Per accident	Per victim	Per accident	Per victim
All	€38.600.000	N/A.*	€1.300.000	N/A.*
<b>Date of effect:</b> 01/01/2022				

Click or tap here to enter text.

## 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

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

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

**Yes**

**No**

**Please specify.** Passengers carried in a vehicle, which was stolen or illegally removed from its owner and this fact was known to such passengers. Passengers also knowing that the vehicle is driven without insurance cover.

**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?** Within 3 months of the date that the claim has been completed.

**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?**

Limitation Of Actions law 2012, Law 66(l)/2012.

3 years from the date of accident unless an extension is given by court.



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

**In respect to material damage:** It begins at the date of the accident and it expires three years after the date of the accident.

**In respect to bodily injuries:** It begins at the date of the accident and it expires three years after 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.

There is a limitation period of 3 years for all claims, but this period may be extended by the judge if circumstances justify such an extension.

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

The limitations period may not be suspended, but it may be extended by the judge for up to 5 years if this is considered just and equitable under the circumstances. A general suspension may apply if any person may not be able to institute an action as a result of the abnormal political conditions in Cyprus.

**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):**

Direct action only against the insurer or against the person responsible for the accident.

## 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.**

*THE LIABILITY FALLS ON THE DRIVER OF THE TRUCK*

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

**Yes**

**No**

**If yes, what are the conditions?** *LIABILITY CAN ARISE IN THE SAME MANNER AS ANY OTHER VEHICLE*

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

**Yes**

**No**

**If yes, please specify the conditions:** All trailers.

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

**Yes**

**No**

**Please specify.** Both plates need to be displayed.

**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.** For EU number plates through IC. For non-EU number plates green card process applies.

- "originating from"

Yes

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:** they have to be insured like any other vehicle. However, when coupled liability rests on the driver of the truck.

**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.** *N/A BECAUSE THERE IS INSURANCE OBLIGATION AS A RESULT OF 5<sup>TH</sup> DIRECTIVE*

**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.** *THE LIABILITY FALLS ON THE DRIVER OF THE TRUCK AND/OR THE REGISTERED KEEPER OF TRUCK AND/OR TRAILER.*

**3.10.If there is a division of liability?**

Yes

No

**If yes, Please specify.**

- **the criteria (i.e. joint/several liability, percentage):** several liability based on the circumstances of the accident.

- **on what is the division of liability based (i.e. law/jurisprudence/agreement between insurers)?**  
According to court judgement.

**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.** *BECAUSE THE INSURANCE FOR THE TRUCK, COVERS USUALLY TRAILER (OR VEHICLE THAT PERFORMS THE TOWING) A POSSIBILITY MAY EXIST UNDER THE LIABILITY CONCEPT*

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

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

The towing unit

The trailer

COUNCIL OF BUREAUX

A third party, depending on the situation

Other. Please specify. Fault based liability depending on the situation.

#### 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?**

Costs necessary to bring property in its pre-accident condition OR cash compensation, both based on accessors report.

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

By reference to the pre-accident market value.

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

Yes

No

**If yes, Please specify.** By reference to the cost repair valuation and age of the vehicle.

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

Yes

No

**If yes, Please specify.** Only for necessary reports

**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:** Normal and reasonable expenses.

**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:** By reference to the estimated normal amount of time required to repair the vehicle.

**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:** The hired car has to be a similar type of vehicle.

**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:** But it will very much depend on the circumstances of the case & the reasonableness of the costs.

**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: Necessary costs

**4.11. Any other instances/cases which are covered?**

Yes

No

If yes, Please specify. [Click or tap here to enter text.](#)

All reasonable costs incurred due to the liability of the tortfeasor.

**4.12. How can the claimant claim recovery for damages if the responsible vehicle is uninsured?**

Please specify. The claimant submits its claim to the Guarantee Fund.

## **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. Necessary medical expenses.

**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.** Any costs that can be proved.

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

**Yes.**

**No.**

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

**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. According to relevant case law.

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

**Yes.**

**No.**

**Please specify.** Based on submitted evidence.

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

**Yes.**

**No.**



**Please specify.**Based on evidences and age of the claimant

**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.** Based on income of the deceased.

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

**Yes.**

**No.**

**Please specify.** Based on evidence submitted.

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

**Yes.**

**No.**

**Please specify.** Unless the court decide otherwise.

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

**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?**

**Yes.**

**No.**

**Please specify.** Once the case is settled & the discharge has been signed the compensation is final.

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

Yes.

No.

**Please specify.**

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

Except for a fixed amount for bereavement.

**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:** [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:**

Proper notification according to the law and relevant agreements

**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**

**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.**

Registration plates are known.

**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? As agreed between the parties.

**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:**

Retainer signed by claimant.

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

Appeal.

**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.)** : based on evidence and the reasonableness of the expenses.

**In court**: Estimated by the Court Registrar.

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

Arbitration proceedings in case of unknown vehicles.

**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).**

Uninsured, stolen and unknown vehicles.

**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.**

As specified in the Law and the relevant agreements.

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

Provided that the accident has occurred in the territory which is under the control of the Government Republic of Cyprus .

**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.**

Passenger voluntarily entering an uninsured vehicle.

Excess €500- for property damages in cases of unidentified vehicles under certain conditions.

**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.

**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?**

Yes.

**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.**

By submitting the relevant claim form.

**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.** Direct action only against the insurer or against the person responsible for the accident.

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

Click or tap here to enter text.