

Common Compendium

CZ - Czech Republic

Review date: 31.07.2023

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Country Code: CZ

Organisation (s): GCB/GF/CB/IC

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: Česká kancelář pojistitelů (Czech Insurers' Bureau)

Guarantee Fund: Česká kancelář pojistitelů (Czech Insurers' Bureau)

Compensation Body: Česká kancelář pojistitelů (Czech Insurers' Bureau)

Information Centre: Česká kancelář pojistitelů (Czech Insurers' Bureau)

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. A professional organization of MTPL Insurers founded by the law (Act No. 168/1999 Coll.).

Please answer in your capacity as Guarantee Fund:

Non-profit organisation

Association of legal entities

Limited liability company

Other. Please specify. A professional organization of MTPL Insurers founded by the law (Act No. 168/1999 Coll.).

Please answer in your capacity as Compensation Body:

Non-profit organisation

Association of legal entities

Limited liability company

Other. Please specify. A professional organization of MTPL Insurers founded by the law (Act No. 168/1999 Coll.).

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.

COUNCIL OF BUREAUX

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 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

COUNCIL OF BUREAUX

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: CZ699002538

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: CZ699002538

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: CZ699002538

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.ckp.cz

GF: www.ckp.cz

CB: www.ckp.cz

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: (Act No. 168/1999 Coll. effective from 30th July 1999)

Please answer in your capacity as Compensation Body:

Please provide the name and date of the law: (Act No. 168/1999 Coll. effective from 30th July 1999)

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.)

(Act No. 168/1999 Coll. effective from 30th July 1999) and Civil Code (Act no. 89/2012 Coll.)

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

Fault based liability

Strict liability

Other . Please specify. Both – Fault based liability & Strict liability (depends on circumstances of individual case)

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.

Nationality. Please specify. No.

Other. Please specify. No.

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

A road vehicle being a motorcycle, a three-wheel or a four-wheel vehicle, a personal automobile, a bus, a truck, a trolleybus, a special automobile, a towing vehicle, a trailer, a tractor, a self-propelled working machine, an attachable working machine, a single axle tractor with a trailer. A wheelchair, motor less vehicles drawn or pushed either by pedestrian or animals, a bicycle and scooter are not considered to be a vehicle if they are not approved as a class of motorcycle.

Are there any exemptions? Please specify. Integrated Rescue System unit (the vehicle with the right to priority way not used for business and included into the district fire alarm plan), Police of the Czech Republic, Security Information Service, The General Inspection of Security Forces, Ministry of Defence (for vehicles operated by the Military Intelligence), Ministry of Interior (for vehicles operated by the Bureau for Foreign Relations and Information), Ministry of Finance (for vehicles operated by the customs authorities), Municipalities (for vehicles operated by the Municipality Voluntary Fire Brigades)

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. Areas which are not built and used as public transport infrastructure and it is solely owned by private person.

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:

With effect from 1st June 2008 – material damage (CZK 35 million per accident)), personal injury (CZK 35 million per person).

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: A Third party is entitled to present his/her/its claim for compensation to the Guarantee Fund.

Accident caused by drunk driving: MTPL Insurer cannot reject cover towards a Third party – however after the payment of compensation, MTPL Insurer is entitled to exercise 100 % recourse right against their insured.

Accident caused with intent (for instance homicide, suicide): MTPL Insurer cannot reject cover towards the Third party – however after the payment of compensation, MTPL Insurer is entitled to exercise 100 % recourse right against their insured.

Accident caused by a terrorist attack: In accordance with the CZ MPTL Act, MTPL Insurer shall not compensate the damage caused by the operation of a vehicle in the event of a terrorist act or an event of war, if that operation is directly related to that act or event.

Accident caused by a driver without a license: MTPL Insurer cannot reject cover towards the Third party – however after the payment of compensation, MTPL Insurer is entitled to exercise 100 % recourse right against their insured.

Other instances: MTPL insurer shall not compensate the damage caused by the operation of a vehicle during its participation in an organized motor race or competition, with the exception of damage caused during such participation, if the driver is obliged to comply with road traffic rules during this race or competition.

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

Yes

No

Please specify. Generally all passengers carried in an involved vehicle are covered by law against both the damage to property and injury including the owner of the involved vehicle if he/she has sustained damage to his or her health or death as a passenger in his or her own vehicle, but in this case only personal injury damage, death, the costs of Public Health Insurance and a recourse claim of Social Insurer is covered.

Is there any category of passenger excluded from this cover?

Yes

No

Please specify. The driver of the vehicle which caused the damage, Spouse and/or members of the Insured's household in respect of damage to property and/or damage which causes a claim for loss of profit., The owner of a vehicle which caused the accident as far as damage to the vehicle is concerned.

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 types

If yes, what is the specific time-limit? 3 months following a day of lying claim for compensation

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 limitation period shall be 3 years and shall run from the day on which the right could have been exercised for the first time (for majority of claims relating to the property damage it means the date of the accident – in case of the bodily damage it differs and mostly it is from the day when the bodily damage could be properly evaluated).

The limitation period is interrupted in case of a Court proceeding.

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

In respect to material damage: The limitation period shall be 3 years and shall run from the day on which the right could have been exercised for the first time (for majority of claims relating to the property damage it means the date of the accident – in case of the bodily damage it differs and mostly it is from the day when the bodily damage could be properly evaluated).

In respect to bodily injuries: The limitation period shall be 3 years and shall run from the day on which the right could have been exercised for the first time. In case of the bodily damage it differs and mostly it is from the day when the bodily damage could be properly evaluated, for example in case of the claim for social status the limitation period usually shall run one year after 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.

The limitation period is interrupted in case of a Court proceeding. The limitation period is extended up to 10 years by a valid Court decision against Insurer and/or the Bureau or by written acceptance of the claim (in respect of its legal basis and its amount) by the Insurer and/or the Bureau

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

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):

It is possible to seize the court against the Body although it would not be considered as an appeal against its decision but as a disagreement between the claiming party and the Body (the Body acting here as a "private person"). For the case of omission (i.e. delay with reasoned reply) on the side of the Body, the

victim may present his/her complaint on inactivity of the Body to the Supervisory Body (i.e. Czech National Bank).

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.

Depending on circumstances there can be a division of liability.

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

Yes

No

If yes, what are the conditions? Static position – a self-movement resulting into a collision, **Rolling position** – should an accident originate from a technical failure of the trailer, its owner would bear the final liability, even if the operator of the truck would not necessarily escape from his/her liability vis-à-vis the victim.

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

Yes

No

If yes, please specify the conditions: all trailers, there is no exemption.

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

Yes

No

Please specify. Separate plates.

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. If the truck is known we consider the combination as normally based or originating from the country of the truck registration or the seat of MTPL Insurer of the truck (who issued the Green Card for the truck).

- **“originating from”**

Yes

No

Please specify. If the truck is known we consider the combination as normally based or originating from the country of the truck registration or the seat of MTPL Insurer of the truck (who issued the Green Card for the truck).

3.6. Is there an obligation to insure the truck and the trailer separately?

Yes

No

If yes, please specify the conditions/exemptions: there are no exemptions

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. There exists/is "insurance obligation" for the trailer in our country

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. if the liability of both tractor & trailer is involved (there is proven causal relationship between operation of the vehicle - tractor/trailer - and the damage) the claim can be raised against either of the operators of the vehicles (i.e. their insurers) and as they both are liable for the damage, either of them must settle the claim fully. Only after settling the claim of third party that one who settled the claim can demand part of the paid amount from the second involved insurer.

3.10. If there is a division of liability?

Yes

No

If yes, Please specify.

- the criteria (i.e. joint/several liability, percentage): strict liability

- on what is the division of liability based (i.e. law/jurisprudence/agreement between insurers)?
agreement between involved insurers

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.

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. In accordance with the CZ MTPL Act, MTPL Insurer shall NOT compensate for damage that occurred between the set of vehicles consisting of a motor vehicle and a trailer, as well as the damage to things transported by these vehicles, except for the damage caused by the operation of another vehicle

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 (accident circumstances)

Other. **Please specify.** Depends on circumstances, resp. the determination of liability – in general In accordance with the CZ MTPL Act, MTPL Insurer shall NOT compensate for damage that occurred between the set of vehicles consisting of a motor vehicle and a trailer, as well as the damage to things transported by these vehicles, **except for the damage caused by the operation of another (e.g. Third party's) vehicle.**

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?

The amount of compensation can be determined either based on presented repair invoice or calculation of (potential) repair costs – depends on claimant's choice.

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

The amount of compensation can be determined as general value of the vehicle before the accident **reduced by** the value of wreckage (determined based on the wreckage auction or qualified estimate).

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

Yes

No

If yes, Please specify. Loss of value of motor vehicle is covered by MTPL insurance. Calculation is based on judicial decisions and expert's methodology on evaluation of car value (calculation of loss of value works with year of made, shopping price, mileage, previous damages, extent of actual damage etc.) Claims regarding the older cars or previously damaged cars are not usually within the scope of MTPL insurance cover. Loss of value is basically paid only for damages of new/younger cars and only when the extent of actual damage is serious.

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

Yes

No

If yes, Please specify. Only if the costs are justified and reasonable. So there must be legal reason for such costs and the amount should be usual in that time and place.

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: Only reasonable costs and usually to a nearest available 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: [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: Only for the period of the damaged vehicle reparation and the hired vehicle should be the same or lower class and for usual daily price (common in that time and place). In case of total loss the right to compensation is for the reasonable time necessary for acquiring of another similar 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: [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. In such case he/she/it is entitled to present his/her/its claim for compensation to the Guarantee Fund (in the Czech Republic – i.e. Czech Insurers' Bureau)

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. Reasonable costs of medical treatment shall be compensated in the amount not covered by the Public Health insurance.

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

Yes.

No.

Please specify. Public health care is paid from compulsory public health insurance. Private healthcare is paid by the patient him/herself or from his/her private health insurance. MTPL insurance covers/compensates the private healthcare only if the costs are reasonable and comparable with the public healthcare.

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

Yes.

No.

Please specify. Reasonable costs of care in case of dependency for the activities the claimant cannot do him/her self. Increased needs due to accident are paid very rarely and as necessary medical costs (so there should be some medical recommendation for it)

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

Yes.

No.

Please specify. Such disability has two effects: the first as a part of claim for the deterioration of the social status and the second as material damage for loss of earnings.

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.
Tables according to the Supreme Court methodology

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

Yes.

No.

Please specify. For the time he/she is unable to work due to accident. The amount of compensation is calculated from the previous average salary minus social insurance benefit/payment.

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

Yes.

No.

Please specify. Yes - in case of permanent disability due to accident for work activities. The amount of compensation is calculated from the previous average salary minus social insurance payment (disability pension).

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 the case of death shall be paid the loss of dependency to the person/s, to which the deceased provided or was obliged to provide maintenance at the time of his death. The amount of compensation is calculated as the difference between the pension benefits provided for the same reason and what the deceased party could reasonably expect to provide to the dependent person/s.

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

Yes.

No.

Please specify. Reasonable costs of funeral – such as burial, funeral celebration, flowers etc.

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

Yes.

No.

Please specify. It is a part of the claim for deterioration of the social status. The amount of compensation is calculated by the medical expert opinion according to the Supreme Court methodology.

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. The casual relationship between the accident and the aggravation of the damage has to be proven.

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

Yes.

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 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: For example video camera shot from the scene of the accident, tracks on the vehicles or place of the accident (colour abrasion, scratches...)

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:

A claimant has to prove the liability of the keeper/driver of another vehicle for his/her/its damage suffered.

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. See point 6.1

- **Proof of damage**

Yes

No

Please specify. Usually by the car inspection via Insurer/Bureau's technical expert.

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

Yes

No

Please specify. See 6.1 + proof of damage

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.

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 number or VIN or chassis number + also make and model of the vehicle,

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? But only in case of bodily damage (injury/death).

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:

A claimant/plaintiff has to prove all his/her claim by the sufficient proofs. Also claimant/plaintiff has to pay the court fee.

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

An appeal against the first instance court decision is available in almost all cases (except cases when the sued amount is lower than 10.000 CZK) Then appeal to the Supreme court against the Appellant court's decision is possible (but only in specific cases).

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.): Yes, but only in case of bodily damage (injury/death).

Translation costs (quite exceptionally) if it is necessary

In court: according to the court decision – usually calculated on the basis of success of both parties in the matter

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 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).

Stolen vehicles and also as the first instance for paying compensation to the victim in case of dispute between MTPL Insurer and Guarantee Fund about the fact which body should solve/compensate the case

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 is obliged to present Guarantee Fund with documents proving liability of the other party for damage suffered including documents proving the extent and amount of the damage suffered.

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

Yes, in case that such claim falls under the competence of the Guarantee Fund

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.

Damage caused by unidentified vehicle - damage to property is paid only if the damaged party sustained concurrently a serious injury and damage to the property exceeds 10.000, - CZK and the accident must be reported to the Police.

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. Click or tap here to enter text.

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.

A claimant is obliged to present Green Card Bureau with documents proving liability of the other party for damage suffered including documents proving the extent and amount of the damage suffered.

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. Only against the local Green Card Bureau – of course only if the case falls under the competence of that Bureau.

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

Drive safely 😊