

Common Compendium

D - Germany

Review date: 09/08/2023

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Country Code: D**Organisation (s):** GCB/GF/CB

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: Deutsches Büro Grüne Karte e.V. (DBGK)**Guarantee Fund:** Verkehrsofperhilfe e.V. (VOH)**Compensation Body:** Verkehrsofperhilfe e.V. (VOH)**Information Centre:** Click or tap here to enter text.

1.2. What is the legal status/form of your organisation? Only one option can be selected by each organisation.

Please answer in your capacity as Green Card Bureau:

 Non-profit organisation **Association of legal entities** **Limited liability company**

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

Please answer in your capacity as Guarantee Fund:

Non-profit organisation

Association of legal entities

Limited liability company

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

Please answer in your capacity as Compensation Body:

Non-profit organisation

Association of legal entities

Limited liability company

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

1.3. How is the ownership of your organisation structured? Only one option can be selected by each organisation.

Please answer in your capacity as Green Card Bureau:

Owned/controlled by all Members equally

Part of state government

Other. Please specify. Owned/controlled by the members according to their market share.

Please answer in your capacity as Guarantee Fund:

Owned/controlled by all Members equally

Part of state government

Other. Please specify. Owned/controlled by the members according to their market share.

Please answer in your capacity as Compensation Body:

COUNCIL OF BUREAUX

Owned/controlled by all Members equally

Part of state government

Other. Please specify. Owned/controlled by the members according to their market share.

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: <http://www.gruene-karte.de/en/>

GF: <http://www.verkehrsofferhilfe.de/en/>

CB: <http://www.verkehrsofferhilfe.de/en/>

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: § 12 Pflichtversicherungsgesetz (PflVG) - entered into force in this form on 01/05/2013.

Please answer in your capacity as Compensation Body:

Please provide the name and date of the law: § 12 a Pflichtversicherungsgesetz (PflVG) - entered into force in this form on 01/05/2013.

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? Social security bodies - Insurance undertakings: in principle social security bodies are excluded but there are some exceptions, Casco- and defence insurance - Others: equipment of rail traffic, air traffic, energy provider, road maintenance authority and telecommunications provider, employers for continuation of payments.

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? Social security bodies - Insurance undertakings – Others.

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.)

Bürgerliches Gesetzbuch (BGB; Civil Code); Straßenverkehrsgesetz (StVG; Road Traffic Act); Pflichtversicherungsgesetz (PflVG; MTPL Law); Ausländerpflichtversicherungsgesetz (AuslPflVG; MTPL Law for Foreign Visitors); Versicherungsvertragsgesetz (VVG; Insurance Law); Fahrzeugzulassungsverordnung (FZV; Provision of Vehicle Registration)

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. A claim against the Guarantee Fund can only be filed if one is resident in Germany. If reciprocity has been agreed with the country of residence of an injured/damages party, the latter may also file a claim with the Guarantee Fund.

Nationality. Please specify. See above

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

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

All motor vehicles including trailers running more than 6 km per hour

Are there any exemptions? Please specify. Self-propelled machines and forklifts with a maximum design speed of up to 20 kilometers per hour. Also, trailers that are not subject to registration.

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. An area which is not a public road or place

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:

7,5 Mio EUR per accident for personal injuries (in effect since 11/06/2016)

1,22 Mio EUR per accident for material damages (in effect since 11/06/2016)

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: There are no special legal regulations for terrorist attacks. Terrorist attacks caused by motor vehicles are treated as claims that are caused intentionally.

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

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? To all kind of damages

If yes, what is the specific time-limit? 3 months

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 for compensation for damages prescribes 3 years after knowing the circumstances that allows the victim to claim. The direct claim against the insurer company ends at the latest 10 years after the accident.

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

In respect to material damage: Limitation begins in the end of the year in which the claimant knows about the accident and its circumstances and it expires after 3 years

In respect to bodily injuries: see above

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 suspension (§ 204 BGB) or interruption (§ 212 BGB). The assertion of a claim in court (or the service of a default summons) leads to the suspension of the statute of limitations. Only acknowledgement or enforcement actions lead to interruption of the limitation period. Moreover, if the third party's claim has been notified to the insurer, the limitation period is suspended until the insurer's decision is received by the claimant in text form. (§ 115 II 2 VVG)

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

See above (10.2.2.)

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):

The victim may appeal directly to the court.

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.

Towards TP liability basically falls strictly on the truck (§ 19 IV 2 StVG). The only exception is if, exceptionally, the connected trailer has led to an increase in the operating risk of the towing vehicle. This applies in particular in cases where a technical defect in the trailer has caused the accident.

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

Yes

No

If yes, what are the conditions? If the risk was only caused by the trailer the usual liability of the keeper of the trailer applies

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

Yes

No

If yes, please specify the conditions: Basically all trailers which are pulled by a vehicle with a maximum speed of more than 6 km/h have to be registered and have to bear a registration plate (§ 1 Fahrzeugzulassungsverordnung, FZV = Provision of Vehicle Registration) The few exceptions are listed in § 3 II N° 2 FZV: e. g. agricultural and forestry trailers / caravans in fairground business / site huts when they are pulled by a truck with not more than 25 km/h; work machines; special trailers for the transportation of sport boats or animals for sport purposes; rescue boats when used exclusively by emergency services; uniaxial trailers behind motorcycles/mopeds/invalid cars; trailers with the operation purpose of fire brigade and civil protection; agricultural and forestry working equipment; trolley chairs

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

Yes

No

Please specify. Only exceptionally (see under 3.3. :e.g. when the maximum speed limit of the truck is limited to 25 km/h) the trailer has no separate reg. plate, but has to bear the plate of the truck

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

- "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: all vehicles and trailers are subject to compulsory insurance

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. § 12 I 2a PflVG (Pflichtversicherungsgesetz, MTPL law)

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. We have to distinguish the liability towards the TP (a) and the internal recourse between the liable insurers (b). If a truck is coupled with a trailer both are liable towards the TP for 100%, that means the claimant can optionally choose one of the two, but can only claim 100% once. b) In the internal relation between the truck and the trailer only the keeper of the truck is liable

3.10. If there is a division of liability?

Yes

No

If yes, Please specify.

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

- 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. Although there is double insurance, the national law says that for the internal relation between truck and trailer basically only the keeper of the truck is liable (§ 19 IV StVG); see above 3.2.1

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

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 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 repair costs will be compensated. VAT is only refundable, if the vehicle has effectively been repaired (§ 249 II 2 BGB).

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

The difference between the replacement value and the residual value will be compensated

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

Yes

No

If yes, Please specify. Yes, if established by the expert

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

Yes

No

If yes, Please specify. It is part of the compensation. But the outlays must be appropriate, which means that for "minor" damages (approx. 700 €) basically an expertise is not adequate.

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: It is part of the compensation

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: only in cases of repair of the vehicle or total loss of 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: a rental car under the same condition as loss of use (see above 4.5)

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: it is part of the compensation

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: it has to be proven that it was necessary

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: it has to be proven that it was necessary and the claimant had no other possibilities

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: It is part of the compensation. The average amount is approx. 25 €, but it can be higher, if proven.

4.11. Any other instances/cases which are covered?

Yes

No

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

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

Please specify. If applicable by 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. It is part of the compensation

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

Yes.

No.

Please specify. Both is compensated

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?

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.
This is Court law / Jurisdiction

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

Yes.

No.

Please specify. Has to be proved

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

Yes.

No.

Please specify. Has to be proved (calculated)

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. Click or tap here to enter text.

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

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)?

Yes.

No.

Please specify. The term “moral damage” does not really exist in German law. In rare, particularly cases, those immaterial damages can be taken into account within compensation for pain and suffering.

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 aggravation of the damage suffered must have been caused by the accident

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

Yes.

No.

Please specify. Only close relatives

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: 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:

The claim has to be shown credibly

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. Establishing a prima facie evidence is enough if not contested

- **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.

No special conditions

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? There is a law for the calculation of lawyers fees (RVG; Rechtsvergütungsgesetz)

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:

This depends on the amount in dispute. From an amount of 5,000 €, the Landgericht is responsible. You must be represented by a lawyer there.

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

Basically appeal and revision

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.): lawyers fees, experts

In court: lawyers fee, legal fees, court experts, translation

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).

In cases caused intentionally with motor 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.

Claims must always be reported in writing. In the case of an uninsured motor vehicle, the claimant must clarify with the relevant authorities that the motor vehicle was not insured on the date of damage. In cases caused intentionally, the claimant must submit the denial of the motor vehicle insurer in which the insurer claims intent.

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

Yes, provided that reciprocity has been agreed with the foreign country.

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.

If the claim was caused by an unidentified motor vehicle, compensation for pain and suffering may only be claimed if and to the extent that the payment of compensation is necessary to avoid gross inequity due to the particular severity of the injury. For property damage, in these cases the Guarantee Fund's obligation to pay is limited to the amount exceeding 500 euros. Claims for compensation for property damage to the vehicle of the person entitled to compensation can furthermore only be asserted in these cases if the Guarantee Fund is obliged to pay compensation due to the killing of a person or significant injury to the body or health of the person entitled to compensation or a passenger of the vehicle as a result of the same event.

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?

This issue is irrelevant to the jurisdiction of the Guarantee Fund

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.

Register a claim by phone or in writing (online or by mail/fax/letter)

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. If the conditions are fulfilled (accident in D, caused by a vehicle which belongs to the Green Card System): yes

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

Click or tap here to enter text.