

Common Compendium SK – Slovak Republic

Review date: 03.08.2023

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Country Code: SK

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

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 organisation

1.1. If relevant, please indicate the name of the organisation that operates as:

Green Card Bureau: Slovenská kancelária poisťovateľov (Slovak Insurers´ Bureau)

Guarantee Fund: Slovenská kancelária poisťovateľov (Slovak Insurers´ Bureau)

Compensation Body: Slovenská kancelária poisťovateľov (Slovak Insurers´ Bureau)

Information Centre: Slovenská kancelária poisťovateľov (Slovak Insurers´ Bureau)

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

organisation.
Please answer in your capacity as Green Card Bureau:
□x 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 <u>Guarantee Fund</u> :
□x 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:
□x 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 <u>one option</u> can be selected by each organisation.
each organisation.
each organisation. Please answer in your capacity as <u>Green Card Bureau</u> :
each organisation. Please answer in your capacity as <u>Green Card Bureau:</u> \(\text{XOwned/controlled by all Members equally} \)
each organisation. Please answer in your capacity as Green Card Bureau: \[\text{xOwned/controlled by all Members equally} \[\text{Part of state government} \]
each organisation. Please answer in your capacity as Green Card Bureau: \[\text{xOwned/controlled by all Members equally} \[\text{Part of state government} \]
each organisation. Please answer in your capacity as Green Card Bureau: \[\text{xOwned/controlled by all Members equally} \] \[\text{Part of state government} \] \[\text{Other. Please specify. Click or tap here to enter text.} \]
each organisation. Please answer in your capacity as Green Card Bureau: \[\text{xOwned/controlled by all Members equally} \] \[\text{Part of state government} \] \[\text{Other. Please specify. Click or tap here to enter text.} \] Please answer in your capacity as \(\text{Guarantee Fund:} \)
each organisation. Please answer in your capacity as Green Card Bureau: \[\times \text{XOwned/controlled by all Members equally} \] \[\times \text{Please specify. Click or tap here to enter text.} \] Please answer in your capacity as \(\text{Guarantee Fund:} \) \[\times \text{X Owned/controlled by all Members equally} \]
each organisation. Please answer in your capacity as Green Card Bureau: xOwned/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: x Owned/controlled by all Members equally Part of state government
each organisation. Please answer in your capacity as Green Card Bureau: xOwned/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: x Owned/controlled by all Members equally Part of state government
each organisation. Please answer in your capacity as Green Card Bureau: \[\times \text{COwned/controlled by all Members equally} \] \[\times \text{Part of state government} \] \[\times \text{Other. Please specify. Click or tap here to enter text.} \] Please answer in your capacity as \[\text{Guarantee Fund:} \] \[\times \text{Cowned/controlled by all Members equally} \] \[\times \text{Part of state government} \] \[\times \text{Other. Please specify. Click or tap here to enter text.} \]



□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:
$\hfill \square$ x 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:
$\square x$ 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 <u>Compensation Body</u> :
$\square x$ 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 <u>Green Card Bureau</u> :
□x Yes
□No



If answered yes to question 1.5., please indicate the VAT number: SK2021634087
If answered yes to question 1.5, is the service of claim handling VAT exempted?
□x Yes
□No
In what instances is VAT refundable? Please specify. Click or tap here to enter text.
Please answer in your capacity as <u>Guarantee Fund</u> :
□x Yes
□No
If answered yes to question 1.5., please indicate the VAT number: SK2021634087
If answered yes to question 1.5, is the service of claim handling VAT exempted?
□x Yes
□No
In what instances is VAT refundable? Please specify. Click or tap here to enter text.
Please answer in your capacity as <u>Compensation Body</u> :
□ x Yes
□No
If answered yes to question 1.5., please indicate the VAT number: SK2021634087
If answered yes to question 1.5, is the service of claim handling VAT exempted?
□ x 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.skp.sk
GF : www.skp.sk
CB: www.skp.sk



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. 381/2001 Coll. effective from 1st January 2002

Please answer in your capacity as Compensation Body:

Please provide the name and date of the law: : Act No. 381/2001 Coll. effective from 1st January 2002

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

X No

If the compensation is subsidiary, which entities are excluded? Click or tap here to enter text.

Please answer in your capacity as Compensation Body:

□ xYes

□No

Please provide further explanations: Click or tap here to enter text.

Please provide further explanations: Click or tap here to enter text.

If the compensation is subsidiary, which entities are excluded? Social Security Body, Health Insurance Companies, Casco Insurance Undertakings

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.)

 $\label{eq:continuous} \text{Act No. 381/2001 Coll. effective from 1^{st} January 2002 and Civil Code $-$ Act No. 40/1964 Coll.}$



2.2. What liability regime do your organisations operate with? Only one option can be selected.
□ Fault based liability
□Strict liability
□ x Other . Please specify.
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?
F A road vehicle being a motorcycle, a three-wheel or a four-wheel vehicle, a personal vehicle, 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 tractor with a trailer.
Are there any exemptions? Please specify. Motor vehicles deposited in untouchable reserves of
the Ministry of Defence, the Army, the Ministry of Interior, Police Corps, the Ministry of Interior Army, Railway Army and war stocks, during the time they are deposited in reserves (when normally operated, the vehicles are not exempted);
2.5. Does the MTPL insurance law apply to private areas?
□x Yes
□No
How do you define a private area according to your national law? Please specify. Areas which are not used as public transport infrastructure and are 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 01/01/2019: personal injury 5.240.000 € per accident; material damage 1.050.000 € per accident

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:
□ x 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.
□ x Accident caused by a terrorist attack:
□ Accident caused by a driver without a license: Click or tap here to enter text.
□x Other instances:
2.8. Does your national law require cover in respect of passengers carried in the vehicle?
□x Yes
□No
Please specify. According to the MTPL Act all passengers carried in an vehicle are covered against the damage to bodily injury as well as to property. In case the owner of the vehicle as a passenger in his/her own vehicle sustains damage only bodily injury damage is covered
Is there any category of passenger excluded from this cover?
□ xYes
□No
Please specify. The driver of the vehicle operation of which caused the damage . The spouse and/or members of the household of the insured person, the owner of the vehicle in case the damage is caused to their 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? □x Yes



If yes, what is the nature of the damages to which the time-limit applies? For all types of damage If yes, what is the specific time-limit? Within 3 months from the date a claim for compensation is 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?

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 property damage cases it is usually the date of the accident; in case of bodily injury it is from the day when the bodily injury 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 property damage cases ☐ x 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 bodily injury it is from the day when the bodily injury could be properly evaluated;

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

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 <u>Compensation Bodies</u>. Please answer in your capacity as <u>Compensation Body</u>:



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?
□x 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 injured party can bring his/her claim to court. In case of a delay with reasoned reply the injured party can present his/her complaint on inactivity of the Compensation Body to the Supervisory Authority (the Slovak 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?
□x 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 injured party is entitled to present a claim for compensation either against the MTPL insurer of
a truck or the MTPL insurer of a trailer. There is a division of liability in practice based on the
agreement among insurers as follows: It is considered as damage that originates in the operation of
the truck if it is caused by
-towing force of a truck;
-a driver of truck due to wrong driving;

-circumstances arising out of the operation of a truck (truck brakes failure, engine failure, truck tyre

It is considered as damage that originates in the operation of the trailer if it is caused by circumstances that arising out of the operation of a trailer (trailer brakes failure, trailer tire blow out,



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blow out).

3.2.2. Can liability arise in case of an uncoupled trailer in an accident? □xYes □No If yes, what are the conditions? See answer under 3.2.1 3.3. Do trailers need to bear a registration plate in your country? □x Yes □No If yes, please specify the conditions: there is no exemption for any types of trailer 3.4. Is the trailer given separate plates or does it bear the same registration plate as the truck? □x Yes □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 □x No Please specify. Click or tap here to enter text. "originating from" □Yes □x No Please specify. Click or tap here to enter text.

a self-movement resulting into a collision, a wheel or a part of the structure or load is released from

a trailer,) regardless a trailer was towed or pushed by a truck.



3.6. Is there an obligation to insure the truck and the trailer separately?
□x Yes
□No
If yes, please specify the conditions/exemptions: there are no exemptions
3.7. Do trailers need their own Green Card?
□x 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. not applicable
3.9. If there exists a separate liability, is a claimant obliged to make a claim against either the truck or the trailer?
□xYes
□No
Please specify . if the liability of both tractor & trailer is involved the claim can be raised against any of the insurers of the vehicles, either of them must settle the claim fully. After settling the claim the insurer that settled the claim can demand part of the paid amount from the second involved insurer
3.10.If there is a division of liability?
□x 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
□x 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
□x Other.
Please specify . the MTPL Insurer shall not compensate for damage that occurred between the set of vehicles consisting of a vehicle and a trailer, as well as the damage to things transported by these vehicles
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
□x Other. Please specify. Depends on circumstances, resp. the determination of liability – the Insurer shall not compensate for damage that occurred between the set of vehicles 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) vehicle
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?

The amount of compensation can be determined either on presented repair invoice or calculation of repair costs.

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

The amount of compensation can be determined as a general value of the vehicle before the accident reduced by the value of wreckage which is 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?
□x Yes
□No
If yes, Please specify. Calculation of loss of value of vehicle is based on expert methodology on evaluation of vehicle value (calculation of loss of value depends on the year of made, shopping price, mileage, previous damages, extent of actual damage etc.) Loss of value is basically paid only for damage of new 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?
□x Yes
□No
If yes, Please specify. Only if there is a legal reason for such costs and the amount should be common at the given time and place. The costs must be justified and reasonable
4.4. Does the claimant have right to compensation for costs of vehicle recovery/rescue and towing a vehicle to a repair shop?
□x Yes
□No
If yes, please specify the criteria: The reasonable costs only 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
□x 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?
□x Yes
□No
If yes, please specify the criteria: For the period of the damaged vehicle reparation only; the hired vehicle should be the same or lower class and for usual daily price (common at the given time and place). In case of total loss the right to compensation is for the reasonable time necessary for acquiring of another similar vehicle. The claimant has no right to be compensated with a lump sum as a substitute.
4.7. Does the claimant have right to compensation for registration fees related to cases where the vehicle is a total loss?
□x 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
□x 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
□x No
If ves. please specify the criteria: Click or tap here to enter text.



costs, administrative costs, etc?
□Yes
□x No
If yes, please specify the criteria: Click or tap here to enter text.
4.11.Any other instances/cases which are covered?
□Yes
□x 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. The claimant is entitled to present his/her/its claim for compensation 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 agains
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?
□x Yes.
□ No.
Please specify. Reasonable costs of medical treatment shall be compensated in the amount no covered by the public health insurance
5.1.1. Does your national law make a distinction between public and private healthcare?
□xYes.
\square No.
Please specify. Public healthcare falls under the compulsory public health insurance. Private

healthcare is paid by the patient him/herself or from his/her private health insurance. MTPL insurance



healthcare. 5.2. Does the claimant have right to compensation for costs of care and increased needs due to an accident? □x 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 usually according to the Court decision (there must be some medical recommendation for it) 5.3. Does the claimant have right to compensation for disability? □x Yes. \square No. Please specify. loss of earnings and loss of social status 5.4. Does the claimant have right to compensation for pain and suffering? □x Yes \square No If answered yes, how is the amount of compensation assessed (fixed sum, tables, court)? Please specify. According to the Act on Bodily Injury Compensation (BIC Act) the amount of the pain and suffering compensation is calculated from the total number of points based on the medical expertise evaluation. The BIC Act contains a list of about 250 class of diagnoses. Each diagnose is defined by number of points. The amount per one point is calculated by a 2-percent sum from the monthly average wages of the national economy. 5.5. Does the claimant have right to compensation for loss of earnings? □x Yes. □No.

Please specify. The amount of compensation is calculated from the previous average salary minus

social insurance benefit for the time he/she is unable to work due to accident.

covers the private healthcare only if the costs are reasonable and comparable with the public



5.6. Does the claimant have right to compensation for loss of future earnings?
□x Yes.
□ No .
Please specify. The amount of compensation is calculated from the previous average salary minudisability pension payment from social insurance in case of permanent disability.
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)?
□xYes.
□ No.
Please specify. In case of death shall be paid the loss of dependency to the persons to which the deceased was obliged to provide a maintenance at the time of his death. The amount of compensation is calculated as a difference between the pension benefits provided for the same reason and what the deceased person could reasonably expect to provide to the dependent persons.
5.8. Does the claimant have right to compensation for funeral expenses? □xYes.
□No.
Please specify. Reasonable costs of funeral such as burial, funeral feast, flowers.
5.9. Does the claimant have right to compensation for moral damages (limitations in life, loss of quality, etc)?
□x Yes.
\square No.
Please specify . According to the Act on Bodily Injury Compensation (BIC Act) this is a part of the claim for deterioration of the social status. The amount of the loss of social status compensation is calculated from the total number of points on the basis of the medical expertise evaluation. The BIC Act contains a list of about 250 class of diagnoses. Each diagnose is defined by number of points.

The amount per one point is calculated by a 2-percent sum from the monthly average wages of the

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



national economy

□Yes.
□x 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?
□x Yes.
□No.
Please specify. Usually according to the Court decision. The causation 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.
□x 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.
□xConstat amiable (European Accident Statement)
□x Police report
□ xPictures
□ xWitness statements
□x Medical statements
□x Other



Please	specify in detail: For example video camera shot from the scene of the accident
6.2. O	ut of court settlement
6.2.1.	What are the conditions for filing a claim according to your national law? Please specify in detail:
-	jured party has to prove the liability of the operator/driver of the vehicle the operation of which pposed to caused damage
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.)
□x Ye	s
□No	
Please	specify. See point 6.1
-	Proof of damage
□x Ye	s
□No	
Please	specify. Usually by the vehicle inspection made by Insurer's technical expert
-	Proof of causal link between liability and damage
□ x Ye	es ·
□No	
Please	specify. see answers above
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?



Please specify. Click or tap here to enter text.

□Yes

 $\Box x$ No

-	fail to do so, does that exclude the visiting victim from filing a claim for nsation?
□Yes	
□x 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.
Registra	ation number or VIN or chassis number , make and model of the vehicle
6.2.5.	Are there any other requirements for filing a claim?
□Yes	
□x No	
lf yes, p	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. Co	ourt settlements
6.3.1.	What are the requirements when filing a claim in relation to civil and/or criminal proceedings? Please specify in detail:
There is	s a basic condition to prove claims by the sufficient proofs. A claimant has to pay the court
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 possible in all 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.
□x Oι	ut of court (arbitration/mediation, etc.) :
□x In	court: depending on the court decision; calculated on the basis of
6.4. A	ny other procedure of settlement? Please specify.
Click	artan hara to antar taxt

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 <u>Guarantee Fund</u>.

7.1. In which cases does your National Guarantee Fund intervene (stolen vehicles, intent, etc.)? Please specify in detail. (Article 11 MID).

uninsured vehicles, unidentified vehicles, stolen vehicles, insolvency cases, the GF acts as a first instance for paying compensation to the injured party in case of dispute between the MTPL insurer and the GF which body should compensate the injured party

7.2. What is the procedure (including any specific requirements) to be followed by a claimant when filing a claim to your national Guarantee Fund? Please specify.

A claimant has to:

- prove the liability of the operator/driver of the vehicle the operation of which was supposed to caused damage
- submit 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 a claim falls under the competence of the GF



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.

Property damage caused by unidentified vehicle is paid only if there is a serious injury caused at the accident at the same time. The accident must be reported to the Police.

	oes the statute of limitations mentioned above under "Applicable Law" apply for the ational Guarantee Fund or are there any exceptions?
□Yes	
□x No	
If yes,	Please specify. Click or tap here to enter text.
p	evolvement of the Guarantee Fund or any other bodies responsible for insolvencies for rotection of victims in case of insolvency of an MTPL insurer? / Insurance Guarantee cheme
When	does this intervention mechanism start its intervention? Only one option can be
select	ed.
□The	insurance undertaking is subject to bankruptcy proceedings insurance undertaking is subject to winding up proceedings insurance undertaking has had the authorisation withdrawn ter withdrawal of the authorisation
Please	e specify. Click or tap here to enter text.
	tolen 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?
8. In	volvement of Green Card Bureaux (GCB)
	ection is aimed only at <u>Green Card Bureaux</u> . Please only provide answers to this section in apacity as <u>Green Card Bureau</u> .
	hat is the procedure (including any specific requirements) to be followed by a claimant then filing a claim to your national Green Card Bureau? Please specify.
A clair	nant has to:



- prove the liability of the operator/driver of the vehicle the operation of which was supposed to caused damage
- submit 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 localBureau of the country of accident or the agent/ insurer representing the Bureau?		
□xYes		
□No		
Please specify. 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.		
Click or tap here to enter text.		

