

Green Card Bureau Compendium

B – Belgium

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General information

Please provide the official full name of your Bureau.

Bureau Belge des Assureurs Automobiles (BBAA).

Belgisch Bureau van de autoverzekeraars (BBAV).

What is the legal status (form) of your Bureau (non-profit organisation, association of legal entities, limited liability company, etc.)?

Non-profit Association.

How is the ownership/membership of your Bureau structured (e.g. owned/controlled by all members equally, part of state government, etc.)?

Membership of all insurance undertakings active for Belgian MTPL risks is compulsory.

The Association needs official authorization from the Belgian government.

Members have voting rights in the General Assembly based on the number of motor vehicles they cover. Their obligations are determined by the number of motor vehicles they cover. The General Assembly appoints the Board of administrators (maximum 15, minimum 5).. Only physical persons are allowed to be members of the Board. This Board appoints the executives. One member of the Board is a representative of the Government and reports to the Government.

BBAA-BBAV is controlled by the Belgian Services and Markets Authority (FSMA).

Question N° 1

1.1. What was the date of the original Law, which introduced Compulsory Third Party Motor Insurance and what was the date of its entry into force?

1st July 1956, entered into force on 1st January 1957.

1.2. What is the date of the present Law and of its entry into force?

21st November 1989 entered into force on 6th May 1991.

Question N° 2

2. Which are the classes of motor vehicles for which insurance is compulsory?

All vehicles intended for circulation on land able to be propelled by mechanical power, but not running on rails. What is coupled is considered to be part of the motor vehicle. Is assimilated to a motor vehicle: any trailer constructed especially to be coupled to a motor vehicle and intended to transport goods or persons as determined by royal decree. The insurance is compulsory on public road, public areas and areas where a certain number of persons have a right of access.

Areas where a certain number of persons have a right of access: the High Court refers to these places as places permanently open to several categories of persons without special prior authorization of access.

Are exempted : motor vehicles that by their autonomous power are not able to develop a speed higher than 25 km/h. However, mopeds category A remain motor vehicles.

Question N° 3

3. Is the Law applicable to foreign visitors?

Yes.

Question N° 4

4. Does the Law apply in respect of liability for both personal injury and damage to property?

Yes.

Question N° 5

5. What is the minimum limit of cover required for personal injury damage? State the minimum value of sum insured, date with effect from and please indicate whether the limit is per accident or per victim.

Type of vehicle	Personal injuries		Material damage	
	Per accident	Per victim	Per accident	Per victim
	Unlimited	N/A	120.067.655,54 €.	N/A
<p>Date of effect: 17.3.2007 : material damage 100.000.000 € 01.01.2011 : material damage 111.802.803 € 01.01.2016 : material damage: 120.067.655,54 €.</p> <p>Excluded from the compulsory insurance cover: damage to goods transported by the liable vehicle if a professional transporter does the transport against payment. However, personal clothing and luggage of transported persons are not excluded.</p>				

Question N° 6

6.1. Does the Law require cover in respect of passengers carried in the vehicle?

Yes.

6.2. Is there any category of passenger excluded from this cover?

No, but if the origin of the accident is a technical failure (not a fault of the driver) and the driver is not the custodian of the vehicle, the insurer bears the damage of the driver only if the driver suffered bodily injury.

Question N° 7

7. Under what conditions is an insurer permitted by Law to reject a third party claim? Please specify.

The Law prohibits an Insurer to rely upon the conditions of the Policy to refuse to compensate a third party victim except when he can invoke the absence of liability cover of the thief or of the person having concealed the vehicle or seized it by an act of violence. (Law of 21/11/1989 - Art.3).

Question N° 8

8. Is there a direct right of action by a third party against an insurer?

Yes.

Question N° 9

9. Does a claimant resident in a foreign country have a direct right of action against the local Bureau or the insurer representing the Bureau?

Direct action against the Bureau, not against a correspondent of a foreign insurer. The Bureau is not represented by an insurer.

Question N° 10

10.1. Does the Law require the insurer and/or Bureau to make an offer of compensation to a claimant within a specified time?

Yes.

If yes, what is the nature of the damages to which the time limit applies?

Material damage and bodily injury.

10.2. What is the specific time limit?

3 months from the date of notification of the claim in compensation.

10.3. Which are the other provisions of the Law in this respect? (e.g. sanctions)

Sanction: payment of an additional amount of interests at the legal rate. The legal interest rate is subject to annual review

10.4. Are there any similar stipulations for provisional payments?

Yes.

Question N° 11

11.1. Is there a limitation period for legal proceedings against the insured or the insurer?

Yes.

If yes, please specify.

Any legal claim for damage based on extra-contractual liability is subject to limitation at the expiry of 5 years from the day following the date at which the injured party got knowledge of his/her damage or its aggravation and of the identity of the person responsible for the said damage.

In any case, a limitation period applies at the expiry of 20 years from the day following the date of occurrence of the event having caused the damage.

The limitation period for legal proceedings introduced by an injured party against the insurer of the responsible person is in principle of 5 years from the date of the event having caused the damage or, in case of a penal offense, from the date of the said penal offense.

If the victim brings proof of the fact that he/she only became aware of his/her right to act against the insurer at a subsequent date, the period only starts to run from that date without exceeding 10 years from the date of the event having caused the damage.

11.2. Are there any provisions in the Law, which allow for the suspension or extension of that limitation period?

Yes.

If yes, please specify.

The period of limitation is suspended in case of persons under age, deprived of their civil rights or legally incompetent and in case of force majeure.

The injured party interrupts the limitation of his/her action by informing the insurer of his/her wish to obtain compensation for the damage suffered by him/her. This interruption opens a new period of limitation equal in time to the former period. This interruption ends when the insurer notifies the victim in writing of its decision whether or not to compensate him/her.

However, the 10 years period is a period of foreclosure.

Question N° 12

12.1. Is your Bureau a VAT liable entity?

Yes.

12.2. If yes, please indicate the VAT number:

0409280711 = n° enterprise - we would like to avoid every unhappy use of the above-mentioned number. Of course, we will respect our obligation to inform the Belgian Tax services about our reimbursement notes addressed to all those (but only those) who consider themselves VAT liable but not exempted concerning their activity.

It would be very difficult for us to accept that our Bureau would be the object of reports invoiced from outside Belgium, transferred to domestic tax authorities, and wherein our Bureau would be treated as a non-exempted recipient, followed by checks from Belgian authorities towards our Bureau, only because our number would be mentioned in the reimbursement notes.

In this case, is the service of claims handling by the Bureau VAT exempted?

Yes.

12.3. Is an MTPL insurer in your market a VAT liable entity?

Yes.

If yes, is the service of claims handling by an MTPL insurer VAT exempted?

Yes.

12.4. Is a specialised claims handling office a VAT liable entity?

Yes.

If yes, is the service of claims handling by this entity VAT exempted?

They may try to obtain exemption.

Question N° 13

[Note: Questions addressed to non-EEA Bureaux only. For EEA Bureaux, see Section 2 & 3]

13.1. Is there a Guarantee Fund in your Country?

N/A.

If yes, what are the conditions and limits of intervention of the Guarantee Fund?

N/A.

13.2. Are these conditions and limits applicable to non-residents whether they are the cause of, or victims of, accidents?

N/A.

Question N° 14 – For countries concerned by Section III of the Internal Regulations

14.1. Are there natural or legal persons (public or private) exempted from the obligation of compulsory MTPL insurance in your country? (Article 12.2 of the Internal Regulations)

Yes.

If yes, please list the persons exempt from compulsory MTPL insurance:

- The State, Regions (Vlaanderen, Wallonie, Bruxelles Région-Capitale), Communities (Vlaamse Gemeenschap, Communauté Francophone, Communauté Germanophone)
- Belgian public communication operator (Proximus)
- Belgian National Company of Air Traffic (S.N.V.A.- N.M.L.W.- SKEYES)
- Belgian public limited company for railways (SNCB-NMBS)
- Public road transport companies (De Lijn, TEC)
- Infrabel

- bpost

In this case, please also indicate the authorities or bodies responsible for compensation:

The same persons listed above, each for the vehicles registered on their name by the national registration body.

14.2. Are there certain types of vehicles or certain vehicles bearing a special plate exempted from the obligation of compulsory MTPL insurance in your country? (Article 12.3. of the Internal Regulations)

Yes

If yes, please list those vehicles:

Are exempted: motor vehicles that by their autonomous power are not able to develop a speed higher than 25 km/h. However, mopeds category A remain motor vehicles.

Question N° 15

15.1. Any other special features?

System of strict liability for the benefit of pedestrians, cyclists or drivers or motorised wheelchairs, which can be driven by a handicapped person, for accidents after 01.01.1995.

System of strict liability for the benefit of passengers, for accidents after 01.07.1995.