

# Green Card Bureau Compendium

## GR - Greece

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### General information

**Please provide the official full name of your Bureau.**

MOTOR INSURERS' BUREAU-GREECE

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

Legal Entity of Private Law (non-profit Organisation).

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

All Insurance Companies operating in MTPL branch in Greece are members of the Greek MIB.

### 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?**

Law No. 489/76 concerning "compulsory insurance of civil liability arising from motor accidents" was published in the Government Gazette on 11/12/1976 and entered into force on 1st January 1978.

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

Law 489/76 as codified by Presidential Decree (P.D.) No. 237/86 and as in force:

The codified version is available on [www.mib-hellas.gr](http://www.mib-hellas.gr).

### Question N° 2

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

Article 2 para. 1 of the Law provides that the owner or holder of a motor vehicle in Greece on a road must have covered his Third Party liability arising therefrom in conformity with the provisions of this Law. Circulation on a ground accessible to the public or to a number of persons entitled to use such ground is assimilated to circulation on a road. The insurance obligation exists continually from the granting of circulation license and traffic plates, regardless whether the vehicle is actually circulating or operating, unless the immobility procedure has been followed. "Motor Vehicle" is defined by art. 1 para 1 of the Law as a vehicle moving on the ground and not on rails, propelled by mechanical power or by electrical energy, regardless of the number of wheels. Trailers whether or not coupled to the main motor vehicle and bicycles propelled by auxiliary motor are regarded as "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
		€ 1.220.000	€ 1.220.000	
<b>Date of effect:</b> 01/01/2017				

**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?**

According to Article 6 para. 2 d': "Insurance does not cover civil liability to persons having voluntarily agreed to be carried in the vehicle, in so far as the insurer proves that these persons were aware that the vehicle had been deprived of its lawful holder by illicit means or that it was being used serving the purpose of committing a crime".

In addition, pursuant Article 7 the following persons are not considered as third parties:

- the driver of the vehicle which caused the damage or injury.
- any person whose liability is covered by the contract of insurance (policy).
- the person who has concluded with the insurer the insurance contract.
- the lawful representatives of a legal entity which is insured or of a company which is not a legal entity.

## **Question N° 7**

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

Insurance coverage is valid for the time period that is specified in the insurance policy. In case of an early termination, the insurer can invoke the expiry of the insurance contract against the injured party, after a period of 16 days - counting from the date of the notification to the Information Centre of the early termination of the insurance contract under the conditions of article 11.a of P.D. 237/86 - has elapsed.

An Insurer is permitted by Law to reject a Third Party Claim only in cases where the accident was caused wilfully. The insurer is also permitted to reject a claim from persons who voluntarily accepted to be carried by the motor vehicle provided he proves that these persons knew that the vehicle had been abstracted from its lawful holder by illicit means or was being used for the perpetration of a criminal act.

## **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?**

Yes.

## **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. According to the provisions of Article 22 of the Directive 2009/103/EC.

In compliance with the EU Law, Article 6 para. 6 of the Greek MTPL Law stipulates the following:

“The insurer is obliged to proceed to the following within three (3) months from the date the injured party presented his claim for compensation either directly to the insurance undertaking of the person who caused the accident or to his claims correspondent: a. To submit a written reasoned compensation offer in cases where the liability is not contested and the damage has been assessed. b. To submit a written reasoned reply to the points included in the claim, in case the liability is contested, or it has not been clearly determined, or in the case the damage has not been fully assessed. Failure by the insurer to comply with the case of passage a) of this paragraph entails the payment of default interest on the amount of compensation offered by the insurance undertaking to the injured party, upon expiration of the three-month\* period and until the day of the offer. Failure by the insurer to comply with the above obligations entails the imposition of the penalties provided for in paragraph 2 article 38 hereof, whereas repeated failure to comply entails, according to the decision of the Private Insurance Supervisory Committee, the imposition of penalties either of article 120 of L.D. 400/1970 (Government Gazette A' 110), as it stands, or paragraph 1 article 38 of the present Decree. This regulation also applies to any settlement of claim made through the Motor Insurers' Bureau”.

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

Cases where liability is not contested and the damage has been quantified.

**10.2. What is the specific time-limit?**

Three months from the date of the written application for compensation.

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

Failure by the insurer to comply with the obligations under MTPL Law entails:

- a) The payment of default interest on the amount of compensation offered to the injured party upon expiration of the three month period and until the day of the offer.
- b) The imposition of a fine up to 300.000 Euros.
- c) The withdrawal of license for conducting motor vehicle liability insurance.

**10.4. Are there any similar stipulations for provisional payments?**

No.

<b>Question N° 11</b>
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**11.1. Is there a limitation period for legal proceedings against the insured or the insurer?**

Yes.

**If yes, please specify.**

- 1. The injured party has the right of a direct action against the insurer under the policy up to the amount insured.

2. This claim is subject to a limitation of five years from the date of the accident, without prejudice to the provisions regulating the suspension or interruption of limitation.

**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.**

General provisions of Civil Law governing the suspension (art. 255-257 Civil Code) or interruption of the time bar (art. 260-261 Civil Code) are applicable.

**Question N° 12**

**12.1. Is your Bureau a VAT liable entity?**

The Greek MIB as a non-profit private legal entity is VAT liable, only for services rendered to it, in accordance with art. 2 of Directive 2008/8/EC amending Directive 2006/112/EC.

**12.2. If yes, please indicate the VAT number:**

EL090165480

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

The issue has not yet been clarified by Law.

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

Only for services other than the insurance services.

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

The issue has not yet been clarified by law.

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

The issue has not yet been clarified by law and we have no information on this topic.

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

N/A.

**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:**

Exempted from compulsory insurance are motor vehicles belonging to the Greek State and, on condition of reciprocity, motor vehicles belonging to foreign States as well as motor vehicles belonging to Intergovernmental Organisations.

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

Motor vehicles exempted as above must be provided with a document from a Greek competent authority certifying their status. In the case of motor vehicles belonging to foreign States or Intergovernmental Organisations the above certificate must mention the authority or organisation which is liable to pay the insurance indemnity and which may be sued before a competent Greek Court.

**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)**

No.

**If yes, please list those vehicles:**

N/A.

**Question N° 15**

**15.1. Any other special features?**

“In case of damages arising from accidents caused by a towing motor vehicle coupled to a trailer, the insurers of the towing motor vehicle and the trailer respectively, have joint and several (in solido) liability for the compensation of third parties. The liability of these insurers is limited up to the amount insured under the relevant policies, subject to the right of recovery of each insurer against the other for the allocation of the damage.”

This Law has taken effect as from 14/5/07 (Law 3557/2007), date of its publication in the Government Gazette.

COUNCIL OF BUREAUX