

# Green Card Bureau Compendium

## HR - Croatia

The information in this compendium is provided by the Green Card Bureau of the country concerned and serves an information purpose only. It is not intended to be comprehensive or complete, nor can it be guaranteed to be accurate or up to date. The Council of Bureaux nor the Green Card Bureau concerned accepts any responsibility or liability whatsoever in relation to the information provided in this document.

### General information

Please provide the official full name of your Bureau.

Hrvatski ured za osiguranje

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

Non-profit organisation established under the Insurance Law.

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

Owned/controlled by its Members.

### 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?**

7 April 1965.

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

The new Compulsory Traffic Insurance Law was passed on 9 December 2005 and entered into force on 1 January 2006. It was amended twice in 2009, the Amendments of 18 June 2013 entered into force on 1 July 2013 and the latest Amendments of 12 December 2014 entered into force on 30 December 2014.

### Question N° 2

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

The Croatian Compulsory Traffic Insurance Law obliges any owner of a motor vehicle to conclude a motor third party liability insurance contract prior to the use of the vehicle in traffic.

Article 3(1)9. of the Croatian Compulsory Traffic Insurance Law defines a motor vehicle as a vehicle intended for traffic on land and propelled by its own motor, but not running on rails, and any trailer, whether or not coupled, that is subject to the obligation of registration and is required to be supplied with a vehicle licence according to vehicle registration regulations'.

Art. 22(3) of the Croatian Compulsory Traffic Insurance Law provides that the MTPL insurance contract covers damage or injury 'caused by vehicles circulating on public roads and other areas where traffic runs, that are subject to the obligation of registration and are required to be supplied with a vehicle licence according to vehicle registration regulations'.

Vehicles exempted from the obligation to insure are vehicles running on rails and vehicles of the Armed Forces of the Republic of Croatia. The Republic of Croatia shall guarantee compensation for damage or injury caused by the use of military 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
All	HRK 46.739.000		HRK 9.394.000	
<b>Date of effect:</b> 01/01/2017 (adaptation as required by EC COM (2016) 246)				

### 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?

The driver of the vehicle that caused the accident. Passengers who voluntarily entered an unregistered vehicle not bearing registration plates, an uninsured vehicle or a vehicle driven by an unauthorised driver provided that it can be proven that the passenger knew that the vehicle was unregistered, uninsured or stolen.

The owner, co-owner i.e. keeper of the vehicle that caused the accident in respect of damage to property.

### Question N° 7

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

The Insurer is permitted to reject a Third Party Claim in the following cases:

- claims resulting from war or warlike acts, riots and terrorist acts.
- claims arising out of the conveyance of nuclear or other radioactive substances.
- claims arising from the use of the vehicle in sport events the objective of which is to achieve the highest possible speed or highest average speed, or training for such events.
- damage to objects transported by the insured, except for objects serving for the personal use of the persons in the vehicle.
- claims exceeding the limits of liability required by Law.

The Law also provides that in the event of deliberately caused damage, damage caused by the criminal offence of reckless driving confirmed by a final court judgement, damage resulting from the use of the vehicle for purposes the vehicle is not intended for or a technical defect of the vehicle the driver was aware of, in cases of driving without a driving licence, driving under the influence of intoxicating agents or with a blood alcohol content above the limit under the insurance contract and unauthorised driving (stolen vehicles) the insurer has a right of recovery against the insured or the unauthorised driver. However, these clauses cannot be invoked against the victim, i.e. the insurer is obliged to pay compensation to the victim.

### 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?**

Against the local Bureau.

## 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?**

All damages.

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

The insurer is required to:

- make a reasoned offer of compensation to a claimant in cases where liability and the amount of damages is not contested or
- provide a reasoned reply in cases where liability is contested or the amount of claim has not been clearly determined

within 60 days of the date the claim was presented.

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

If the insurer fails to make a reasoned offer or reply within the above time-limits, the claimant may institute legal proceedings against the insurer/the bureau. In the event that the insurer fails to compensate the claimant or pay the indisputable amount of claim (provisional payment) within the above time-limits, interest shall be payable on the amount of compensation due from the date the claim was presented.

In addition to that, the following sanctions are provided by Law:

- Financial penalties against the insurer and the person responsible within the insurance company and against the bureau.
- The Supervisory Authority may, among other measures provided by Law, temporarily or permanently withdraw the authorisation for MTPL insurance.

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

The same time-limits apply to provisional payments the responsible insurer is required by Law to make in cases where it is not possible to determine the final amount of compensation.

## Question N° 11

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

Yes, 3 years.

#### If yes, please specify.

The 3 years' limitation period starts from the time the injured party acquired knowledge of the damages suffered and the person causing the damage or injury (subjective period), but in general 5 years from the date the damage or injury occurred (objective limitation period). In the event of damage or injury caused by tort, where a longer limitation period is provided for criminal prosecution, the same limitation period shall apply to a claim for compensation of damage against the responsible person as the limitation period provided for criminal prosecution.

### 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.

- i) Interruption of the limitation period: - acknowledgement of debtor, action brought by creditor, force majeure.
- ii) Extension of the limitation period:- claims resulting from tort.

Relevant provisions of the Croatian Civil Obligations Act:

*„Article 240*

(1) Acknowledgement of a debt by a debtor shall interrupt limitation.

(2) A debt may be acknowledged not only by a statement to a creditor but also in an indirect manner such as making a payment, paying interest or giving security.

*Article 241*

Limitation shall be interrupted by filing of a suit or any other action by the creditor against the debtor before a court or other competent body for the purpose of ascertaining, securing or effecting a claim.

*Article 231*

(2) Interruption of proscription of criminal prosecution shall also have effect in respect of interruption of the limitation period of the claim of compensation for damage.

(3) The same shall apply to suspension of limitation.“

## Question N° 12

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

No.

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

COUNCIL OF BUREAUX

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

**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?**

No.

**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?**

No.

### **Question N° 13**

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

### **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)**

No.

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

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

**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:**

Motor vehicles running on rails and vehicles of the Croatian Army.

**Question N° 15**

**15.1. Any other special features?**

No.