

Green Card Bureau Compendium

MNE - Montenegro

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General information

Please provide the official full name of your Guarantee Fund.

Udruženje – Nacionalni biro osiguravača Crne Gore – Biro zelene karte

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

Udruženje is incorporated in the form of limited liability company in accordance with the provisions of the Law on compulsory traffic insurance, while Green Card Bureau is a department within the Association and has no status of a separate legal entity.

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

Udruženje, as well as Green Card Bureau are owned by the Insurance Companies conducting compulsory insurance business. They have equal voting rights. The GCB is supervised by the state Agency for supervision of the insurance business.

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?

The original Law which introduced Compulsory Third Party Motor Insurance was published in Yugoslav Official Register No.15/65 on 4th April 1965, and entered into force on 5th April 1965.

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

The present Law was passed on 26th July 2012 (published in Official Gazette No. 44/12 on 09th August 2012) and it entered into force on 17th August 2012.

Question N° 2

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

All motor vehicles used on public roads.

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
Buses and trucks	550.000 €	N/A.	300.000 €	N/A.
Other categories	400.000 €	N/A.	220.000 €	N/A.
Vehicles transporting dangerous goods	600.000 €	N/A.	400.000 €	N/A.
Date of effect: 17/08/2014				

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?

Yes.

- passengers who illegally seized or participated in illegal seizure of motor vehicle causing the damage;
- passenger who voluntarily enter a vehicle causing the damage, if insurer proves that he/she has been aware of the fact the responsible driver has not been authorized to use the vehicle.

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 if the damage has been caused:

- during the complete or partial officially approved automobile, motorcycle and carting contests on closed tracks or the rehearsals of such;
- due to earthquake;
- due to the effect of nuclear energy during the transport of nuclear material;
- due to military operations, military maneuvers, riots or terrorist actions, if it is proven that the damages were caused in the course of such actions.

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.

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

Material damages and injuries.

10.2. What is the specific time-limit?

The time limit is 14 days for material damages and 30 days for injuries, as of the date the claim was submitted. If the determination of the basis and the amount of the claim cannot be evaluated within the mentioned time limit it is extend to 60 days as of the date the claim was submitted.

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

The insurer or Udruzenje may be penalized by a fee.

10.4. Are there any similar stipulations for provisional payments?

Yes, if the claim is not paid within the prescribed time limit, the Insurer or Udruzenje is obliged to offer and pay, as the advance payment, the amount deemed indisputable.

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.

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.

Initiations of the criminal proceedings or litigations suspend the limitation period.

Question N° 12

12.1. Is your Bureau VAT liable entity?

Yes.

12.2. If yes, please indicate the VAT number:

02654733

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 specialised claims handling office a VAT liable entity?

Yes.

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

Yes.

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?

Yes.

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

The Guarantee Fund is liable for the settlement of damages:

- caused by the use of a motor vehicle, aircraft, vessel or other means of transport for which the compulsory insurance contract has not been concluded;
- due to death, injuries or impairment of health cause by the use of unknown motor vehicle, aircraft, vessel or other means of transport;
- caused by the use of a motor vehicle, aircraft, vessel or other means of transport insured with the insurance company

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

Yes.

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)

N/A.

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

N/A.

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

N/A.

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)

N/A.

If yes, please list those vehicles:

N/A.

Question N° 15

15.1. Any other special features?

No.