

# Green Card Bureau Compendium

## MNE – Montenegro

Review date : 09/12/2020

### Question N° 1

**1.1. What was the date of the original Law, which introduced Compulsory Third Party Motor Insurance and 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

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

All motor vehicles used on public roads.

**2.2. Which are the classes of motor vehicles, if any, exempted from compulsory insurance?**

Classes of motor vehicles that are exempted from compulsory motor insurance are:

- light trailers (an auxiliary vehicle which maximum permissible mass does not exceed 750 kilos);
- military vehicles.

### Question N° 3

**3.1. Is the Law applicable to foreign visitors?**

Yes.

### Question N° 4

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

Yes.

### Question N° 5

5.1. What is the minimum limit of liability required for the 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 (per accident)	Material damage (per accident)
Buses and trucks	750000 €	500000 €
Other categories of vehicle including unidentified vehicles	550000 €	300000 €
Vehicles transporting dangerous substances	800000 €	550000 €

(With effect from 17.8.2015. .)

### 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 participates 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 of the vehicle.

### Question N° 7

7.1. Under which conditions of the Policy 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 with the objective of maximum speed, 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 are caused by such actions.

### Question N° 8

**8.1. Is there a direct right of action by a Third Party against an Insurer?**

Yes.

### Question N° 9

**9.1. 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 in your country require the Insurer and/or Bureau to make an offer of compensation to a claimant within a specified time?**

Yes.

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

Material and non-material damages.

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

The time limit is 14 days for material damages and 30 days for non-material damages, as of the date the claim was presented. If it takes longer time for the determination of the basis and the amount of the claim, the time limit can extend to 60 days as of the date the claim was presented.

**10.4. Which are the other provisions of the Law in this respect? (for ex. sanctions)**

The Insurer, i.e. the Association can be punished by fines.

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

Yes, if the claim is not paid in the anticipated period of time, the Insurer i.e. the Association is obliged to offer and pay, as the advance payment, the amount for the indisputable part of claim.

### Question N° 11

**11.1. Is there a limitation period for legal proceedings against the Insured or the Insurer? If yes, please specify.**

Yes, 3 years.

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

Initiation of the criminal proceedings and civil action suspends the limitation period.

## Question N° 12

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

YES

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

30/31-08919-3

**12.3. If your Bureau is a VAT liable entity, is the service of claim handling by the Bureau VAT exempted?**

YES

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

YES

**12.5. If yes, is the service of claim handling by an insurer VAT exempted?**

YES

**12.6. Is a specialised claim handling office a VAT liable entity?**

All claims are handled either by Montenegrin MTPL insurance companies (Bureau's members) or by our Association.

**12.7. If yes, is the service of claim handling by this entity VAT exempted?**

## 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.

**13.2. 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 which ceased its operations or which is undergoing the bankruptcy and liquidation proceedings.

**13.3. Are they 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 insurance of vehicles in your country? (Article 12.2 of the Internal Regulations)**

**14.2.a) If yes, please list the persons exempt from compulsory insurance:**

**b) and the authorities or bodies responsible for compensation:**

**14.3. Are there certain vehicles or certain types of vehicle having a special plate exempted from the obligation of compulsory insurance in your country? (Article 12.3. of the Internal Regulations)**

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

**Question N° 15**

**15.1. Any other special features?**

No.