

Green Card Bureau Compendium

N - Norway

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General information

Please provide the official full name of your Bureau.

Trafikkforsikringsforeningen

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

Private 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.)?

All insurers who are underwriting compulsory MTPL insurance are obliged by law to be members of Trafikkforsikringsforeningen and to contribute to its funding.

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 June 1912, in force from 1st January 1913.

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

3rd February 1961, in force from 1st June 1961.

Question N° 2

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

All classes of motor vehicles intended to drive on the ground.

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	Unlimited	N/A.	1.235.000 €	N/A.
Date of effect: 11/06/2008				

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.

Question N° 7

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

The conditions for rejecting a Third Party claim will not be found in the Policy, but in the Automobile Liability Act: If the Third Party has been an accessory to the damage or injury, except in the case where he has shown only slight negligence, the compensation may be reduced or forfeited. In this decision regard shall be paid to the conduct displayed on either side and other circumstances. If a motor vehicle causes damage or

injury while immobile, and without connection with stopping or starting of the vehicle, compensation may be reduced or forfeited, even if the Third Party has shown only slight negligence. The Third Party shall have no right to compensation except when special reasons apply when willingly driving or being driven in a vehicle which causes damage or injury although he:

- a) knew that the vehicle had been taken from the lawful owner by a punishable act, or
- b) knew or was bound to know that the driver was under the influence of alcohol or other intoxicant. This special rule does not apply if there are reasons to presume that the accident would have taken place even if the driver had not been under the influence as described.

If the driver is the Third Party (which may be the case in Norway as well as in Finland and in Sweden) he shall have no right to compensation, except when special reasons apply, if he knew or was bound to know that the vehicle was being used in connection with a punishable act.

Damage caused by one motor vehicle to another, or to a railcar or persons or goods therein, is covered by the insurance only when the damage or injury is caused by

- a) careless behaviour by the owner, driver or user of the vehicle or by other persons accompanying the vehicle,
- b) that the vehicle was not in proper order or failed to function,
- c) that the vehicle was driven, parked or handled in a way which brought it into a situation which was in conflict with the Highway Code in force.

If circumstances mentioned in "a", "b" or "c" exist also on the side of the Third Party, it shall be decided whether and to what extent compensation shall be granted.

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?

No.

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

N/A.

10.2. What is the specific time-limit?

N/A.

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

N/A.

10.4. Are there any similar stipulations for provisional payments?

No.

Question N° 11

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

Yes.

If yes, please specify.

Claims shall be subject to a limitation period of 3 years from the date on which the Third Party obtained, or should have himself acquired, necessary knowledge of the damage or injury and the party responsible. The Claim becomes obsolete in any case, at the latest, 20 years after the action causing the damage ceased.

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.

Limitation period shall be interrupted when a Third Party takes legal procedure against the Insurer in order to obtain a Court decision. No new limitation period shall apply as long as the proceedings last.

Claims filed with the Insurer before the expiry of the limitation period will become subject to limitation at the earliest six months after the Third Party have received special written notification that limitation will be invoked. The notification must state how the limitation period may be interrupted. The limitation period shall not be extended under this provision if more than 10 years have passed since the claim was filed with the Insurer.

Question N° 12

12.1. Is your Bureau a VAT liable entity?

No.

12.2. If yes, please indicate the VAT number:

N/A.

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

N/A.

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]

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)

The State and whomever the State approves (e.g. NATO vehicles)

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

See above.

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

The State and whomever the State approves (e.g. vehicles for military use)

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:

- vehicles on rails.
- Motor vehicles constructed for a maximum speed of 10 km/h and for which it is difficult to alter the performance to a higher speed are excluded.
- Motor vehicles belonging to the Norwegian State.

Question N° 15

15.1. Any other special features?

In Norway the driver of a motor vehicle is a Third Party in relation to the Third Party Liability policy of the same vehicle. Compensation for personal injury to a driver is covered only if

1. reciprocity e.g. Finnish or Swedish registered vehicle, or
2. the vehicle is provided with a Finnish, Swedish or Norwegian frontier insurance, or
3. the vehicle is registered in Norway.