

Green Card Bureau Compendium

PL - Poland

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General information

Please provide the official full name of your Bureau.

Polish Motor Insurers' Bureau

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

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.)?

Controlled by all 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?

Act on Property and Personal Insurances of 1958.

Executive Disposition implemented obligatory insurance as from 01.01.1962.

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

Act on Compulsory Insurance, Insurance Guarantee Fund and Polish Motor Insurers' Bureau of 22.05.2003 Provisions concerning compulsory T.P.L. came into operation as from 1st January 2004 with the exception of:

- art. 25 paragraph 2,
- art. 95,
- art. 102-105,

- art. 122 paragraph 1 point 4

- art. 123 point 1 and 3

- art. 124,

- art. 125,

- art. 127,

- art. 135 paragraph 2 and 3 – in the scope referring to art. 123 point 3 and art.137 paragraph 2, which enter into force as from the 1st July 2004 but not later than the date of Polish membership in the European Union.

Question N° 2

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

All classes of 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 (per accident)	Material damage (per accident)	Miscellaneous (with effect from)
All	1.500.000 €	300.000 €	01/01/2006 to 10/12/2009
All	2.500.000 €	500.000 €	11/12/2009 to 10/06/2012
All	5.000.000 €	1.000.000 €	11/06/2012

Question N° 6

6.1. Does the Law require cover in respect of passengers carried in the vehicle?

Yes the law requires the cover in respect of passengers. However liability against passengers carried as courtesy is based on the fault principle.

6.2. Is there any category of passenger excluded from this cover?

There is no exclusion.

Question N° 7

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

The Insurer is not liable for:

1. the damage, destruction or loss of property, caused by the driver to the holder of the vehicle; the above refers also to the situations in which the holder of the vehicle which the damage was caused with, is the holder or coholder of the vehicle in which the damage arose.
2. damage to cargoes transported for fee, postal shipment or luggage, unless the holder of the vehicle, other than transporting vehicle, is liable for the damage caused.
3. loss of cash, jewellery, securities, all kinds of documents as well as stamp, numismatic and similar collections.
4. losses consisting of pollution or contamination of the natural environment.

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?

The Insurer is not under obligation to make any offer.

However the Insurer is obliged to pay the compensation within 30 days following the date of notification of the loss.

If it was impossible to clear up the circumstances regarding the liability of the insurer or the extent of the loss within the above period, the indemnity should be paid within 14 days following the day when those circumstances could be cleared under the due diligence however not later than within 90 days from the notification of the accident, unless the establishing of the responsibility of the insurer or the amount of qualification of indemnity depends on the pending penal or civil proceedings.

The Insurer in writing notifies the entitled of the reason of impossibility of the whole or partial satisfaction of the claim as well as of the presumed date of the final position in the case. The insurer pays the indisputable part of the indemnity.

The said notification should be sent within 30 days following the date of notification of the loss.

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?

N/A.

Question N° 11

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

Yes.

If yes, please specify.

The claim for damages caused by a tort is subject to limitation on the expiry of three years from the date when the claimant learnt about the loss and about the person liable. The limitation period cannot however exceed ten years from the date of the event which resulted with the loss.

If the loss results from a crime the claim for damages is subject to limitation on the expiry of twenty years from the date when the crime was committed regardless of when the claimant learnt about the loss and about the person liable.

In case of bodily injury the claim for damages cannot be time-barred earlier than on the expiry of three years from the date when the claimant learnt about the loss and about the person liable.

In case of bodily injury to a juvenile (person under 18) their claim for damages cannot be time-barred earlier than on the expiry of two years from the date when the injured attained majority.

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.

The suspension of the limitation applies to the juveniles as above, besides the limitation period may be extended if interrupted.

By the interruption it is meant that the limitation period starts once again.

The limitation is interrupted by the presentation of the claim. This applies when the claim is presented to the insurer (not the insured).

The limitation commences running anew from the date when the claimant received a written notification of the award or refusal of the compensation.

The limitation of the claim also is interrupted by any action before the court if this action is aimed at the establishing, securing or satisfying of that claim.

The limitation of the claim also is interrupted by initiation of alternative dispute resolution procedure.

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?

Yes.

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?

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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)

Yes.

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

The members of the military forces of the foreign states and their civilian staff staying on the territory of Poland according to the international agreement ratified under the art. 89 paragraph 1 of the Polish Constitution.

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

Ministry of Defense

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:

The vehicles of the members of the military forces of the foreign states and their civilian staff staying on the territory of Poland according to the international agreement ratified under the art. 89 paragraph 1 of the Polish Constitution.

Question N° 15

15.1. Any other special features?

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There is a distinction of liabilities between Insurance Guarantee Fund and Polish Motor Insurers' Bureau in the cases involving uninsured drivers/vehicles. Insurance Guarantee Fund is liable for the settlement of claims arising from the accidents which take place on the territory of Poland only. The claims arising from accidents abroad are the liability of Polish Motor Insurers' Bureau. This also concerns the accidents caused by the uninsured vehicles referred to under art. 25a of Directive 2009/103/EC.

If in an event of property damage the claimant is entitled to indemnity under a voluntary insurance, the Guarantee Fund makes only supplementary settlement of the uncovered part of the claim including the loss of discount of the premium as well as the right to the discount of the premium.

Insurance Guarantee Fund is not liable

- for the damage, destruction or loss of property caused by the driver to the owner of the vehicle
- if the claim was settled by the holder or the driver of the vehicle.