

## KEY INFORMATION FOR THE INJURED PARTY (IN CASE OF DAMAGES ARISING FROM MOTOR LIABILITY) OF THE INSURER:

Osigurava  
vaš mir

  
**WIENER  
OSIGURANJE**  
VIENNA INSURANCE GROUP

If you are an Injured Party in a traffic accident in the Republic of Croatia arising from the use of a vehicle, it is important to familiarise yourself with the processing of claims by the insurance company (hereinafter referred to as: the Insurer). This guide will provide you with essential information on key elements involved in the process of filing a claim and processing damages with the Insurer, so that you could better understand your rights during the claim processing procedure.

### PART A – WHAT TO DO IN CASE OF A TRAFFIC ACCIDENT?

- **provide first aid** and call the emergency services in case of injured persons;
- if the vehicle is in running order, remove it from the road as soon as possible, so that the traffic may run uninterrupted, or mark the scene of accident with a warning triangle;
- **report the event to the police** when required by the regulations, and especially in case of injured persons or fatalities or in case of:
  - fire or explosion;
  - greater material damage to the vehicle;
  - another reason due to which you consider it necessary for the police to arrive to the scene of the traffic accident (the other party fled the scene of accident, refuses to provide personal data, the accident is the result of a crash with an unregistered vehicle, the accident is the result of driving without a driving licence, the driver is suspected of driving under the influence of alcohol/opiates, and similar cases) and conduct an investigation of the traffic accident;
  - take all the possible measures to minimise or rectify the damage or, if possible, prevent a greater damage from occurring;
  - **fill out and sign the European Accident Statement** or otherwise exchange personal data and data on vehicles and insurance companies with the other parties involved in the traffic accident;
  - if possible, **document the incurred damage** by: photographing the scene of accident, the position of all the involved vehicles, damages incurred by the vehicles, skid marks and other significant marks at the scene of accident, on the vehicles and on the roadway. If possible, photograph the documents, too (road traffic permit, driving licence).

### PART B – FILING A CLAIM

#### 1. With whom can I file my claim?

You can file your claim with the **Insurer with whom the vehicle of the person responsible for the traffic accident is insured** if you have access to such information. You can check with whom the vehicle is insured by entering the registration number on the following website: <https://huo.hr/hr/provjera-osiguranja>. In case you do not know the registration number, please contact the Croatian Insurance Bureau.

It is recommended that you file the claim as soon as possible,

#### 2. Who, how and where files the claim?

**The Injured Party** (owner or user of the vehicle, injured person, owner of the damaged item), or the person whom the Injured Party has authorised to file the claim, in person at any of the Insurer's branch offices, in writing (by e-mail or mail), via the Contact Centre and via the website of the Company as described on the following link: <https://www.wiener.hr/ostali-nacini-prijave-steta.aspx>

#### 3. What are the documents and data required in the claim settlement process?

- road traffic permit for the damaged vehicle;
- driving licence of the person who operated the vehicle at the time of the accident;
- filled out European Accident Statement or data on the other party involved in the traffic accident (policy number, registration number of the vehicle);
- account number for payment (IBAN);

- if, due to the damage, the vehicles are not operational – information on the location of the vehicle or vehicles;
- in case of bodily injury: medical documents (from the first examination to the end of treatment), and in case of fatal bodily injury: certificate of death, inheritance decision, children's certificates of birth, certificate of residence and documentation for the purposes of the funeral and other costs;
- in case of damage to property: proof of ownership of the damaged item (e.g. the land register excerpt, the property certificate, and similar);
- in case of police intervention: police report and alcohol test report.

#### ADDITIONAL IMPORTANT NOTES:

- when requesting data, the Insurer shall limit itself to only the required data (for example, in the case of material damage, the data contained in the European Accident Statement, identification data, contact data, information on the compensation payment method).
- The Insurer may request the delivery of additional documentation necessary to resolve the claim, which it cannot obtain independently or if you are in possession of such documentation, in order to process the claim faster and more efficiently.

#### 4) What information can I expect from the insurance company immediately when filing a claim?

The Insurer shall:

- assign a unique number (reference number) for your damage report (claim), based on which you shall be able to monitor the status of the damage during its processing at the insurance company;
- indicate the date of registration of the claim (date of filing the claim);
- provide information about the Insurer's further actions.

Already at this stage, in some cases, the Insurer may propose that you choose the options for settling the claim, which can be:

a) payment to the repair shop;

b) payment to the Injured Party.

Note: **By signing a statement of settlement or a settlement contract/agreement, you lose the right to request additional payment of compensation for damages. You can refuse a settlement offer and still receive compensation for damages.. Settlement agreements are final and binding. In the event of a settlement, the Insurer is not liable for any payments outside of such an agreement.**

### PART C – ASSESSMENT AND PROCESSING OF CLAIMS BY THE INSURANCE COMPANY

1. The Insurer shall carry out an inspection of the damage, i.e. an assessment of the amount of damage (at one of the locations of the insurance company or at the location of the vehicle/at the scene of accident, or similar).

2. Based on the assessment, the assessor of the Insurer shall determine the damages and draw up the "Damage Report" with a description (type of damage to the vehicle, parts for repair and/or replacement, corresponding number and type of working hours).

3. The "**Damage Report**" shall be delivered to the Injured Party/owner of the vehicle or the person whom you have authorised to receive such a damage report, and it **shall not constitute a statement of liability of the Insurer.**

**4. You have the right to freely choose an authorised service provider (repair shop) for the repair of the damage.**

**5. If, during the repair of the vehicle, it is determined that there are damages that were not recorded in the "Damage Report", it is necessary to request the Insurer to draw up an additional damage report.**

6. The Insurer shall communicate with you or with a person authorised by you in an agreed manner in order to provide information on the procedure for settling the claim.

7. You have the right, at your own expense, to hire an independent expert to draw up findings and opinions, whereby the Insurer shall make a statement regarding all the potentially disputed elements of such findings and opinions.

8. In addition to the damage assessment, the Insurer shall also check the amount and the validity of the claim, i.e. its obligations based on the delivered documentation.

#### **PART D – REASONED OFFER, REASONED RESPONSE AND YOUR RIGHT OF COMPLAINT**

1. The Insurer shall have a deadline of 60 days from the date of receipt of the claim to deliver a written reasoned offer for compensation or a written reasoned response if the responsibility for compensation is disputed or when the amount of damage has not been fully determined.

a) The **reasoned offer** shall contain:

- the name of the decision, the date of its adoption and the position/job title of the decision-maker,
- the date of receipt of the claim and the list of received and obtained documentation,
- the statement of the liable Insurer that it has determined its liability for compensation, and a detailed explanation with the specified decisive facts and the legal basis (relevant provision of effective regulations, insurance conditions, and similar),
- the specification of the determined amount of damage, whereby the liable Insurer shall, in a clear, simple and comprehensible manner, state how it set the determined amount of damage and the amount of damage it shall pay, as well as state which specific factors it took into account (e.g. depreciation, co-liability, and similar), including the reasons for which they were taken into account and the manner in which they were determined,
- the statement that the Insurer shall pay the amount of compensation from the reasoned offer within 15 days from the day of sending the reasoned offer, whereby the specified payment deadline must be set within 60 days from the day of receipt of the claim,
- the detailed statement on the disputed points of the delivered findings and opinions of the independent expert and the disputed items of the invoice, i.e. the offer to repair the damage by the authorised service provider when delivered,
- the instruction on the right to file a complaint and the method of filing a complaint to the Insurer's decision and the deadline of 15 days in which the Insurer shall respond to such a complaint.

b) The **reasoned response** shall contain:

- When the Insurer has determined that it is **not liable for compensation**:
  - the name of the decision, the date of its adoption and the position/job title of the decision-maker,
  - the date of receipt of the claim and the list of received and obtained documentation,
  - the statement of the Insurer that it has determined that it is not liable and a detailed, simple and comprehensible explanation with the stated decisive facts and the legal basis (relevant provision of effective regulations, insurance conditions, and similar) about the reasons for exclusion of liability, taking into account all the available documentation,
  - the detailed statement on the disputed points of the delivered findings and opinions of the independent expert related to liability for compensation.
  - the instruction on the method of filing a complaint to the Insurer's decision and the deadline of 15 days in which the Insurer shall respond to such a complaint.
- When the liable Insurer has determined that it is **only liable for a part of the compensation**:
  - the name of the decision, the date of its adoption and the position/job title of the decision-maker,
  - the date of receipt of the claim and the list of received and obtained documentation,
  - the statement of the Insurer that it has determined its liability only for a part of the compensation, and a detailed explanation

with the specified decisive facts and the legal basis (relevant provision of effective regulations, insurance conditions, and similar),

- the specification of the determined amount of damage, whereby the liable Insurer shall, in a clear, simple and comprehensible manner, state how it set the determined amount of damage and the amount of damage it shall pay, as well as state which specific factors it took into account (e.g. depreciation, co-liability, and similar), including the reasons for which they were taken into account and the manner in which they were determined,

- the statement that the Insurer shall pay the undisputed amount of compensation from the reasoned response within 15 days from the day of sending the reasoned response, whereby the specified payment deadline may be shorter, as it shall be set within 60 days from the day of receipt of the claim,

- the detailed statement on the disputed points of the delivered findings and opinions of the independent expert and the disputed items of the invoice, i.e. the offer to repair the damage by the authorised service provider if delivered,

- the instruction on the method of filing a complaint to the Insurer's decision and the deadline of 15 days in which the Insurer shall respond to such a complaint.

• When the liable Insurer **cannot fully determine the amount of damage**:

- the name of the decision, the date of its adoption and the position/job title of the decision-maker,

- the date of receipt of the claim and the list of received and obtained documentation,

- the statement of the liable Insurer on its liability, that the Insurer is unable to fully determine the amount of damage, and the reasons due to which the Insurer is unable to fully determine the amount of damage,

- the detailed explanation with stated decisive facts and the legal basis (relevant provision of effective regulations, insurance conditions, and similar),

- the specification of the determined amount of damage, whereby the liable Insurer shall, in a clear, simple and comprehensible manner, state the reasons due to which it was unable to fully determine the amount of damage, how it set the determined amount of damage and the amount of damage it shall pay, as well as state which specific factors it took into account (e.g. depreciation, co-liability, and similar), including the reasons for which they were taken into account and the manner in which they were determined,

- the statement that the Insurer shall pay the undisputed amount within 15 days from the day of sending the reasoned response, whereby the specified payment deadline may be shorter, as it shall be set within 60 days from the day of receipt of the claim,

- the detailed statement on the disputed points of the delivered findings and opinions of the independent expert and the disputed items of the invoice, i.e. the offer to repair the damage by the authorised service provider when delivered,

- the instruction on the method of filing a complaint to the Insurer's decision and the deadline of 15 days in which the Insurer shall respond to such a complaint.

2. If the Insurer fails to provide you immediately, and at the latest within 60 days from the date of receipt of the claim, with a reasoned offer for compensation, or a reasoned response, and you are not able to settle the dispute amicably with the Insurer or before the Mediation Centre at the Croatian Insurance Bureau, or by other amicable means via <https://mpu.gov.hr/mirno-riesavanje-sporova-medijacija/26978>, you can request the protection of your rights before the court, that is, you can file a lawsuit against the Insurer.

3. An Injured Party who is not satisfied with the manner in which the Insurer acted in the process of settling the claim can contact the Ombudsperson in the field of insurance at the Croatian Insurance Bureau and file a petition with the Croatian Financial Services Supervisory Agency (HANFA).