

II

(Acts whose publication is not obligatory)

COMMISSION

COMMISSION DECISION

of 28 July 2003

on the application of Council Directive 72/166/EEC relating to checks on insurance against civil liability in respect of the use of motor vehicles

(notified under document number C(2003) 2626)

(Text with EEA relevance)

(2003/564/EC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Directive 72/166/EEC of 24 April 1972 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles and to the enforcement of the obligation to insure against such liability ⁽¹⁾, as last amended by Directive 90/232/EEC ⁽²⁾, and in particular Articles 2(2) and 7(3) thereof,

Whereas:

- (1) The relationships between the national insurers' bureaux of the Member States, as defined in Article 1(3) of Directive 72/166/EEC (hereinafter, the bureaux), and those of the Czech Republic, Hungary, Norway, Slovakia and Switzerland were governed by agreements supplementary to the Uniform Agreement on the Green Card System between national insurers' bureaux of 2 November 1951 (Supplementary Agreements). These Supplementary Agreements provided for the practical arrangements to abolish insurance checks in the case of vehicles normally based in the territories of all these countries.
- (2) The Commission subsequently adopted Decisions requiring each Member State, in accordance with Directive 72/166/EEC, to refrain from making checks on insurance against civil liability in respect of vehicles which are normally based in another Member State or in the territories of the abovementioned non-member countries and which are subject of the Supplementary Agreements.

- (3) The national insurers' bureaux reviewed and unified the texts of the Supplementary Agreements and replaced them by a single agreement (the Multilateral Guarantee Agreement) signed in Madrid on 15 March 1991, in accordance with the principles laid down in Article 2(2) of Directive 72/166/EEC. This Multilateral Guarantee Agreement was enclosed to the Commission Decision 91/323/EEC ⁽³⁾.
- (4) The Commission subsequently adopted Decisions 93/43/EEC ⁽⁴⁾, 97/828/EC ⁽⁵⁾, 99/103/EC ⁽⁶⁾ and 2001/160/EC ⁽⁷⁾ requiring each Member State, in accordance with Directive 72/166/EEC, to refrain from making checks on insurance against civil liability in respect of vehicles which are normally based in another Member State or in the territories of, respectively, Iceland, Slovenia, Croatia and Cyprus.
- (5) The Agreement between the National Insurers' Bureaux of the Member States of the European Economic Area and other Associate States was concluded on 30 May 2002 in Rethymno (Crete), in accordance with the principles laid down in Article 2(2) of Directive 72/166/EEC. The first Appendix of that agreement incorporates all the provisions of the Uniform Agreement between Bureaux and of the Multilateral Guarantee Agreement into a single document (the Internal Regulations). These Internal Regulations replaces these two latter agreements from 1 August 2003.
- (6) Therefore Decisions 91/323/EEC, 93/43/EEC, 97/828/EC, 99/103/EC and 2001/160/EC should be repealed on 1 August 2003,

⁽¹⁾ OJ L 103, 2.5.1972, p. 1.

⁽²⁾ OJ L 129, 19.5.1990, p. 33.

⁽³⁾ OJ L 177, 5.7.1991, p. 25.

⁽⁴⁾ OJ L 16, 25.1.1993, p. 1.

⁽⁵⁾ OJ L 343, 13.12.1997, p. 25.

⁽⁶⁾ OJ L 33, 6.2.1999, p. 25.

⁽⁷⁾ OJ L 57, 27.2.2001, p. 56.

HAS ADOPTED THIS DECISION:

Article 1

As from 1 August 2003, each Member State shall refrain from making checks on insurance against civil liability in respect of vehicles which are normally based in another Member State or in the territory of the Czech Republic, Croatia, Cyprus, Hungary, Iceland, Norway, Slovakia, Slovenia and Switzerland, which are the subject of the Agreement of 30 May 2002 between the National Insurers' Bureaux of the Member States of the European Economic Area and other Associate States, attached as an appendix to the Annex to this Decision.

Article 2

Decisions 91/323/EEC, 93/43/EEC, 97/828/EC, 99/103/EC and 2001/160/EC are repealed on 1 August 2003.

Article 3

Member States shall forthwith inform the Commission of measures taken to apply this Decision.

Article 4

This Decision is addressed to the Member States.

Done at Brussels, 28 July 2003.

For the Commission

Frederik BOLKESTEIN

Member of the Commission

ANNEX

APPENDIX

Agreement between the national insurers' bureaux of the Member States of the European Economic Area and other Associate States

PREAMBLE

Having regard to the 72/166/EEC Directive of the Council of 24 April 1972 (First Directive relating to motor insurance) which provides that national insurers' bureaux of the Member States shall conclude between themselves an agreement under which each national insurers' bureau shall guarantee settlement of claims occurring in its territory and caused by the use of vehicles normally based in the territory of another Member State, whether or not such vehicles are insured, in accordance with the requirements of its national law on compulsory insurance,

Having regard to the fact that the aforesaid Directive provides that vehicles normally based in a third country shall be treated as vehicles normally based in the Community if the national insurers' bureaux of all Member States severally guarantee — each in accordance with the provisions of its own national law on compulsory insurance — settlement of claims in respect of accidents occurring in their territory caused by the use of such vehicles,

Having regard to the fact that, by application of these provisions, the national insurers' bureaux of the Member States and the national insurers' bureaux of other States have concluded several agreements aiming at satisfying the prescriptions of the Directive and that these bureaux have subsequently decided to substitute for them one single agreement known as The Multilateral Guarantee Agreement between National Insurers' Bureaux signed in Madrid on 15 March 1991,

Having regard to the fact that, at the General Assembly held in Rethymno (Crete) on 30 May 2002, the Council of Bureaux decided to incorporate all provisions of the Uniform Agreement between Bureaux and of the Multilateral Guarantee Agreement between National Insurers' Bureaux governing the relations between Bureaux into a single document known as Internal Regulations,

The undersigned Bureaux have concluded the following agreement:

Article 1

The undersigned Bureaux undertake, in the context of their reciprocal relations, to abide by the mandatory provisions as well as by the optional provisions of Sections II and III of the Internal Regulations, where applicable adopted by the Council of Bureaux on 30 May 2002 a copy of which is appended to this agreement — Appendix 1.

Article 2

The undersigned Bureaux grant reciprocal authority, in their own name and in the name of their members, to other signatory Bureaux to amicably settle any claim and to accept service of any judicial or extra-judicial process likely to lead to the payment of compensation arising out of accidents within the context and purpose of these Internal Regulations.

Article 3

The undertaking referred to in Article 1 shall come into force on 1 July 2003, at which date it shall substitute for the Uniform Agreement between Bureaux and for the Multilateral Guarantee Agreement between National Insurers' Bureaux at present binding on the signatories of this Agreement.

Article 4

This Agreement is concluded for an unlimited period of time. However, each signatory Bureau may decide to withdraw from this Agreement by giving written notice of that decision to the Secretary-General of the Council of Bureaux who shall, in turn, immediately so inform the other signatory Bureaux and the Commission of the European Union. Such withdrawal shall take effect on the expiry of a 12-month period from the date of despatch of such notification. The signatory Bureau concerned shall remain liable under this Agreement and its Annexes, to satisfy all reimbursement demands relating to the settlement of claims arising from accidents occurring up to the expiry of the period defined above.

Article 5

This Agreement is concluded between the undermentioned signatory Bureaux, in respect of the territories for which each of them is competent, in the form of three specimens in each of the English and French languages.

One specimen in each of the two languages shall be lodged respectively with the Secretariat of the Council of Bureaux, the General Secretariat of the Comité Européen des Assurances and the Commission of the European Union.

The Secretary-General of the Council of Bureaux shall provide each signatory Bureau with authorised copies of this Agreement.

Signed at Rethymno (Crete), 30 May 2002.

Austria, for the Verband der Versicherungsunternehmen Österreichs: Günter Albrecht, Secretary and Manager

Belgium, for the Bureau Belge des Assureurs Automobiles: Alain Pire, Directeur-Secrétaire Général

Switzerland (and Liechtenstein), for the Swiss National Bureau of Insurance: Martin Metzler, President

Cyprus, for the Motor Insurers' Fund: Aristos Pissiris, President and Andreas Charalambides, Manager/Secretary

Czech Republic, for the Česká Kancelár Pojistitelů: Jakub Hradec, Chief Executive

Germany, for the Deutsches Büro Grüne Karte e.V.: Ulf Lemor, Managing Director

Denmark (and the Faeroe Islands), for the Dansk Forening for International Motorkøretøjsforsikring: Steen Leth Jeppesen, Managing Director

Spain, for the Oficina Española de Aseguradores de Automóviles: José Ignacio Lillo Cebrián, President

France, for the Bureau Central Français: Alain Bouchon, President

Finland, for the Liikennevakuutuskeskus: Olli Latola, Chairman of the Board and Ulla Niku-Koskinen, Managing Director

United Kingdom of Great Britain and Northern Ireland, the Channel Islands, Gibraltar and the Isle of Man, for the Motor Insurers' Bureau: James Read, Chief Executive

Greece, for the Motor Insurer's Bureau: Michael Psalidas, Chairman and George Tzanis, Secretary-General

Hungary, for the Hungarian Motor Insurance Bureau: István Ragályi, Managing Director

Croatia, for the Hrvatski Ured Za Osiguranje: Ante Lui, General Manager

Italy (and the Republic of San Marino and the Vatican State), for the Ufficio Centrale Italiano (UCI): Raffaele Pellino, President

Ireland, for the Motor Insurers' Bureau: Michael Halligan, Chief Executive

Iceland, for the Alþjóðlegar Bifreidatryggingar á Íslandi: Sigmar Ármannsson, Managing Director

Luxembourg, for the Bureau Luxembourgeois des Assureurs: Paul Hammelmann, Secretary-General

Norway, for the Trafikkforsikringsforeningen: Jan Gunnar Knudsen, Managing Director

The Netherlands, for the Nederlands Bureau de Motorrijtuigverzekeraar: Frank Robertson, Chairman

Portugal, for the Gabinete Português de Carta Verde GPCV: Maria José Mesquita, Vice Chairman and Antonio Lourenço, Vogel

Sweden, for the Trafikförsäkringsföreningen: Ulf Blomgren, Managing Director

Slovakia, for the Slovenská kancelária poisťovateľov: Imrich Fekete, Chairman and Lydia Blaeková, Chief Executive

Slovenia, for the Slovensko Zavarovalno Zdrueenje, GIZ: Tjaša Korbar, Head of the Green Card Bureau (on behalf of Mirko Kalua, Director)

APPENDIX 1

INTERNAL REGULATIONS OF THE COUNCIL OF BUREAUX

Preamble

- (1) Whereas in 1949 the Working Party on Road Transport of the Inland Transport Committee of the Economic Commission for Europe of the United Nations sent to the Governments of Member States a recommendation ⁽¹⁾ inviting them to ask insurers covering third party liability risks in respect of the use of vehicles to conclude agreements for the establishment of uniform and practical provisions to enable motorists to be satisfactorily insured when entering countries where insurance against such risks is compulsory.
- (2) Whereas this recommendation concluded that the introduction of a uniform insurance document would be the best way to achieve that end and set out the basic principles of agreements to be concluded between insurers in the different countries.
- (3) Whereas the Inter-Bureaux Agreement, the text of which was adopted in November 1951 by representatives of the insurers in States which, at the time, had responded favourably to the recommendation, formed the basis of the relationship between these insurers.
- (4) Whereas:
 - (a) the purpose of the system, commonly known as the Green Card System, was to facilitate the international circulation of motor vehicles by enabling insurance of third party liability risks in respect of their use to fulfil the criteria imposed by the visited country and, in the case of accidents, to guarantee compensation of injured parties in accordance with the national law and regulations of that country;
 - (b) the international motor insurance card (Green Card), which is officially recognised by the government authorities of the States adopting the United Nations Recommendation, is proof in each visited country of compulsory civil liability insurance in respect of the use of the motor vehicle described therein;
 - (c) in each participating State a national bureau has been created and officially approved in order to provide a dual guarantee to:
 - its government that the foreign insurer will abide by the law applicable in that country and compensate injured parties within its limits,
 - the bureau of the visited country of the commitment of the member insurer covering third party liability in respect of the use of the vehicle involved in the accident;
 - (d) as a consequence of this non-profit-making dual mandate, each bureau is required to have its own independent financial structure based on the joint commitment of insurers authorised to transact compulsory civil liability insurance in respect of the use of motor vehicles operating in its national market which enables it to meet obligations arising out of agreements between it and other bureaux.
- (5) Whereas:
 - (a) some States, in order to further facilitate international road traffic, have abolished Green Card inspection at their frontiers by virtue of agreements signed between their respective Bureaux, mainly based on vehicle registration;
 - (b) by its Directive of 24 April 1972 ⁽²⁾ the Council of the European Union proposed to the Bureaux of Member States the conclusion of such an agreement; then known as the Supplementary Inter-Bureaux Agreement, which was signed on 16 October 1972;
 - (c) subsequent agreements, based on the same principles, enabled the bureaux of other countries to become members; and these agreements were then collected into a single document signed on 15 March 1991 and called the Multilateral Guarantee Agreement.
- (6) Whereas it is now desirable to incorporate all provisions governing the relations between bureaux into a single document, the Council of Bureaux, at its General Assembly held in Rethymno (Crete) on 30 May 2002 adopted these Internal Regulations.

⁽¹⁾ Recommendation No 5 adopted on January 1949, superseded by Appendix 2 of the Consolidated Resolution on the Facilitation of Road Transport adopted by the Working Party on Road Transport of the Inland Transport Committee of the Economic Commission for Europe of the United Nations, the text of which is provided as Appendix I.

⁽²⁾ Directive of the Council of 24 April 1972 (72/166/EEC) on the approximation of the laws of Member States relating to insurance against civil liability in respect of the use of motor vehicles and to the enforcement of the obligation to insure against such liability, the text of which is provided as Appendix II.

SECTION I

GENERAL RULES (MANDATORY PROVISIONS)*Article 1***Purpose**

The purpose of these Internal Regulations is to govern the reciprocal relations between National Insurers' Bureaux thereby enforcing the provisions of Recommendation No 5 adopted on 25 January 1949 by the Working Party on Road Transport of the Inland Transport Committee of the European Economic Commission of the United Nations, superseded by Annex 2 of the Consolidated Resolution on the Facilitation of Road Transport (RE4) adopted by the Working Party at its 74th session held on 25 to 29 June 1984, in its current version (hereinafter called recommendation No 5).

*Article 2***Definitions**

For the purpose of these Internal Regulations the following words and expressions shall have the meanings herein assigned to them and no other:

1. 'national insurers' bureau' (hereinafter called bureau): means the professional organisation which is a Member of the Council of Bureaux and constituted in the country of its establishment pursuant to Recommendation No 5;
2. 'insurer': means any undertaking authorised to conduct the business of compulsory third party liability insurance in respect of the use of motor vehicles;
3. 'member': means any insurer who is a member of a bureau;
4. 'correspondent': means any insurer or other person appointed by one or more insurers with the approval of the Bureau of the country in which the person is established with a view to handling and settling claims arising from accidents involving vehicles for which the insurer or insurers in question have issued an insurance policy and occurring in that country;
5. 'vehicle': means any motor vehicle intended for travel on land and propelled by mechanical power but not running on rails as well as any trailer whether or not coupled but only where the motor vehicle or trailer is made subject to compulsory insurance in the country in which it is being used;
6. 'accident': means any event causing loss or injury which may, pursuant to the law of the country where it occurs, fall within the scope of compulsory third party liability insurance in respect of the use of a vehicle;
7. 'injured party': means any person entitled to claim compensation in respect of any loss or injury caused by a vehicle;
8. 'claim': means any one or more claims for compensation presented by an injured party and arising out of the same accident;
9. 'policy of insurance': means a contract of compulsory insurance issued by a member covering civil liability in respect of the use of a vehicle;
10. 'insured': means any person whose third party liability is covered by a policy of insurance;
11. 'Green Card': means the international certificate of motor insurance conforming to any of the models approved by the Council of Bureaux;
12. 'Council of Bureaux': means the body to which all Bureaux must belong and which is responsible for the administration and the operation of the international motor civil liability insurance system (known as the Green Card System).

*Article 3***Handling of claims**

1. When a bureau is informed of an accident occurring in the territory of the country for which it is competent, involving a vehicle from another country it shall, without waiting for a formal claim, proceed to investigate the circumstances of the accident. It shall as soon as possible give notice of any such accident to the insurer who issued the Green Card or policy of insurance or, if appropriate, to the bureau concerned. Any omission to do so shall however not be held against it.

If, in the course of this investigation, the bureau notes that the insurer of the vehicle involved in the accident is identified and that a correspondent of this insurer has been approved in conformity with the provisions in Article 4, it shall forward this information promptly to the correspondent for further action.

2. On receipt of a claim arising out of an accident under the circumstances described above, if a correspondent of the insurer has been approved, the bureau shall forward the claim promptly to the correspondent so that it may be handled and settled in conformity with the provisions of Article 4. If there is no approved correspondent, it shall give immediate notice to the insurer who issued the Green Card or policy of insurance or, if appropriate, to the bureau concerned that it has received a claim and will handle it, or arrange for it to be handled, by an agent whose identity it shall also notify.

3. The bureau is authorised to settle any claim amicably or to accept service of any extra-judicial or judicial process likely to involve the payment of compensation.

4. All claims shall be handled by the bureau with complete autonomy in conformity with legal and regulatory provisions applicable in the country of accident relating to liability, compensation of injured parties and compulsory insurance in the best interests of the insurer who issued the Green Card or policy of insurance or, if appropriate, the bureau concerned.

The bureau shall be exclusively competent for all matters concerning the interpretation of the law applicable in the country of accident (even when it refers to the legal provisions applying in another country) and the settlement of the claim. Subject to this latter provision, the bureau shall, on express demand, inform the insurer, or the bureau concerned, before taking a final decision.

5. When the settlement envisaged is in excess of the conditions or limits applicable under the compulsory motor civil liability insurance law in force in the country of accident whilst covered under the policy of insurance, it shall consult the insurer in relation to that part of the claim which exceeds those conditions or limits. The consent of such insurer is not required if the applicable law imposes on the bureau the obligation to take account of the contractual guarantees in excess of such limits and conditions provided in the law relating to insurance against civil liability in respect of the use of motor vehicles in the country of accident.

6. A bureau may not of its own volition or without the written consent of the insurer or Bureau concerned, entrust the claim to any agent who is financially interested in it by virtue of any contractual obligation. If it does so, without such consent, its right to reimbursement shall be limited to one half of the sum otherwise recoverable.

Article 4

Correspondents

1. Subject to any agreement to the contrary binding it to other bureaux and/or to any national legal or regulatory provisions, each bureau shall set out the conditions under which it grants, refuses or withdraws its approval to correspondents established in the country for which it is competent.

However, this approval shall be granted automatically when requested in the name of a member of another Bureau for any establishment of this member in the country of the Bureau receiving the request provided that such establishment is authorised to transact insurance against civil liability in respect of the use of motor vehicles.

2. Bureaux in the Member States of the European Economic Area undertake when receiving such a request, to approve as correspondents in their country claims representatives already appointed by insurers of the other Member States pursuant to Directive 2000/26/EC. This approval cannot be withdrawn as long as the correspondent concerned retains its capacity as a claims representative under the said Directive unless it is in serious breach of its obligations under this Article.

3. Only a bureau shall have the authority, on the request of one of its members, to send to another bureau a request for approval of a correspondent established in the country of that bureau. This request shall be sent by fax or e-mail and supported by proof that the proposed correspondent accepts the requested approval.

The bureau concerned shall grant or refuse its approval within three months from the date of receipt of the request and shall notify its decision and its effective date to the bureau that made the request as well as to the correspondent concerned. In the event of no response being received, approval shall be deemed to have been granted and to have taken effect on the expiry of that period.

4. The correspondent shall handle all claims in conformity with any legal or regulatory provisions applicable in the country of accident relating to liability, compensation of injured parties and compulsory motor insurance, in the name of the bureau that has approved it and on behalf of the insurer that requested its approval, arising out of accidents occurring in that country involving vehicles insured by the insurer that requested its approval.

When any settlement envisaged exceeds the conditions or limits applicable under the compulsory motor civil liability insurance law applicable in the country of accident, whilst covered under the policy of insurance, the correspondent must comply with the provisions set out in Article 3(5).

5. The bureau that has granted its approval to a correspondent recognises it as exclusively competent to handle and settle claims in the name of the bureau and on behalf of the insurer that requested its approval. The bureau shall inform injured parties of this competence and forward to the correspondent any notifications relating to such claims. However it may, at any time and without any obligation to justify its decision, take over the handling and settlement of a claim from a correspondent.

6. If, for whatever reason, the bureau that granted the approval is required to compensate any injured party in place of the correspondent, it shall be reimbursed directly by the bureau through which the request for approval was sent, in accordance with the conditions set out in Article 5.

7. Subject to the provisions of Article 4(4), the correspondent is free to agree with the insurer that requested its approval the conditions for reimbursement of sums paid to injured parties and the method for calculating its handling fees which agreement, however, shall not be enforceable against any bureau.

If a correspondent is unable to obtain reimbursement of advance payments it has made in accordance with the conditions set out in Article 4.4 on behalf of the insurer that requested its approval, it shall be reimbursed by the bureau that approved it. The latter bureau shall subsequently be reimbursed by the bureau of which the insurer in question is a member in accordance with the conditions set out in Article 5.

8. When a bureau is informed that one of its members has decided to dismiss a correspondent, it shall immediately so inform the bureau that granted the approval. This latter bureau shall be at liberty to determine the date on which its approval will cease to have effect.

When a bureau that granted approval to a correspondent decides to withdraw it or is informed that the correspondent wishes to have its approval withdrawn, it shall immediately so inform the bureau that forwarded the request for the approval of the correspondent. It shall also inform the bureau of the date of the correspondent's effective withdrawal or the date on which its approval will cease to have effect.

Article 5

Conditions of reimbursement

1. When a bureau or the agent it has appointed for the purpose has settled all claims arising out of the same accident it shall send, within a maximum period of one year from the date of the last payment made in favour of an injured party, by fax or e-mail to the member of the bureau which issued the Green Card or policy of insurance or, if appropriate, to the bureau concerned a demand for reimbursement specifying:

- 1.1. the sums paid as compensation to injured parties under either an amicable settlement or a court order;
- 1.2. the sums disbursed for external services in the handling and settlement of each claim and all costs specifically incurred for the purposes of a legal action which would have been disbursed in similar circumstances by an insurer established in the country of the accident;
- 1.3. a handling fee to cover all other charges calculated under the rules approved by the Council of Bureaux.

When claims arising out of the same accident are defended and settled without any compensation being paid, such sums as provided in subparagraph (1)(2) above and the minimum fee fixed by the Council of Bureaux in conformity with subparagraph (1)(3) above may be claimed.

2. The demand for reimbursement shall specify that the amounts due are payable in the country and in the national currency of the beneficiary, free of costs, within a period of two months from the date of demand and that, on expiry of that period, late interest at 12 % per annum on the amount due from the date of the demand until the date of receipt of the remittance by the bank of the beneficiary shall apply automatically.

The demand for reimbursement may also specify that amounts expressed in the national currency are payable in euro, at the official rate of exchange current in the country of the claiming bureau at the date of the demand.

3. Under no circumstances shall demands for reimbursement include payments for fines, bail bonds or other financial penalties imposed upon an insured which are not covered by insurance against civil liability in respect of the use of motor vehicles in the country of accident.

4. Supporting documents, including the objective proof that compensation due to injured parties has been paid, shall be sent promptly on demand but without delay to the reimbursement.

5. Reimbursement of all sums cited in subparagraphs (1)(1) and (1)(2) above may be claimed in accordance with the conditions set out in this Article notwithstanding that the bureau may not have settled all claims arising out of the same accident. The handling fee provided for under subparagraph (1)(3) above may also be claimed if the principal sum which is the subject of the reimbursement is in excess of the amount fixed by the Council of Bureaux.

6. If, after satisfaction of a reimbursement demand, a claim is reopened or a further claim arising out of the same accident is made, the balance of the handling fee, if any, shall be calculated in accordance with the provisions in force at the time when the demand for reimbursement in respect of the re-opened or further claim is presented.

7. Where no claim for compensation has resulted from an accident, no handling fee may be claimed.

*Article 6***Obligation of guarantee**

1. Each bureau shall guarantee the reimbursement by its members of any amount demanded in accordance with the provisions of Article 5 by the bureau of the country of accident or by the agent that it has appointed for the purpose.

If a member fails to make the payment demanded within the period of two months specified in Article 5, the bureau to which this member belongs shall itself make the reimbursement in accordance with the conditions described hereunder, following receipt of a guarantee call made by the bureau of the country of accident or by the agent that it has appointed for the purpose.

The bureau standing as guarantor shall make the payment within a period of one month. On expiry of that period, late interest at 12 % per annum on the amount due, calculated from the date of the guarantee call to the date of receipt of the remittance by the beneficiary's bank, shall apply automatically.

The guarantee call shall be made by fax or e-mail within a period of 12 months after the date of despatch of the demand for reimbursement under Article 5. On expiry of that period and without prejudice to any late interest for which it may be liable, the liability of the Bureau standing as guarantor shall be limited to the amount claimed from its member plus 12 months interest calculated at 12 % per annum.

No guarantee call shall be admissible if made more than two years after the despatch of the demand for reimbursement

2. Each bureau guarantees that its members shall instruct the correspondents whose approval they have requested to settle claims in conformity with the provisions of the first paragraph of Article 4(4) above and forward to those correspondents or to the bureau of the country of accident all documents concerning all claims entrusted to them.

SECTION II**SPECIFIC RULES GOVERNING CONTRACTUAL RELATIONS BETWEEN BUREAUX BASED ON THE GREEN CARD (OPTIONAL PROVISIONS)**

The provisions of this section apply where contractual relations between bureaux are based on the Green Card.

*Article 7***Issue and delivery of green cards**

1. Each bureau shall be responsible for printing its Green Cards or shall authorise its members to print them.
2. Each bureau shall authorise its members to issue Green Cards to their insurees solely for vehicles registered in any country for which it is competent.
3. Any member may be authorised by its bureau to issue green cards to its insurees in any country where no bureau exists provided that the member is established in that country. This option is limited to vehicles registered in the country in question.
4. All Green Cards are deemed to be valid for at least 15 days from their date of inception. In the event that a Green Card is issued for a lesser period, the bureau having authorised the issuing of the Green Card shall guarantee cover to the bureaux in the countries for which the card is valid for a period of 15 days from the date of inception of its validity.
5. Where an agreement signed between two bureaux is cancelled under Article 16(3)(5), all Green Cards delivered in their name for use in their respective territories shall be null and void as soon as the cancellation becomes effective.
6. Where an agreement is cancelled or suspended by the application of Article 16(3)(6), the residual period of validity of the Green Cards delivered in the name of the bureaux concerned for use in their respective territories shall be determined by the Council of Bureaux.

*Article 8***Confirmation of the validity of a Green Card**

Any request for confirmation of the validity of an identified Green Card sent by fax or e-mail to a bureau by the bureau of the country of accident or by any agent appointed for the purpose shall be given a definitive answer within three months of the request. In the event of no such response then on expiry of that period, the Green Card shall be deemed to be valid.

*Article 9***False, unauthorised or illegally altered Green Cards**

Any Green Card presented in a country for which it is valid, purporting to be issued under the authority of a bureau shall be guaranteed by that bureau, even if it is false, unauthorised or illegally altered.

However, the bureau's guarantee shall not apply where a Green Card relates to a vehicle which is not legally registered in that bureau's country, with the exception of the circumstances specified in Article 7(3).

SECTION III

SPECIFIC RULES GOVERNING CONTRACTUAL RELATIONS BETWEEN BUREAUX BASED ON DEEMED INSURANCE COVER (OPTIONAL PROVISIONS)

The provisions of this section apply when the relations between bureaux are based on deemed insurance cover, with certain exceptions.

*Article 10***Obligations of the bureaux**

The bureaux to which the provisions of this section apply shall guarantee, on a full reciprocity basis, the reimbursement of all amounts payable under these Regulations arising out of any accident involving a vehicle normally based in the territory of the State for which each of these bureaux is competent, whether the vehicle is insured or not.

*Article 11***The normally based concept**

1. The territory of the State in which the vehicle is normally based is determined on the basis of any of the following criteria:
 - 1.1. the territory of the State of which the vehicle bears a registration plate;
 - 1.2. where no registration is required for the type of vehicle but the vehicle bears an insurance plate, or a distinguishing sign analogous to a registration plate, the territory of the State in which the insurance plate or the sign is issued;
 - 1.3. where neither registration plate nor insurance plate nor distinguishing sign is required for certain types of vehicles, the territory of the State in which the person who has custody of the vehicle is permanently resident.
2. If a vehicle required to bear a registration plate bears no plate or plates not or no longer legally issued to it has been involved in an accident, the territory in which the accident occurred shall, for the settlement for any resulting claim, be deemed to be the territory where the vehicle is normally based.

*Article 12***Exemptions**

The provisions of this section do not apply to:

1. vehicles registered in countries other than the countries of the bureaux subject to the provisions of this section and for which a Green Card has been delivered by a member of any of these bureaux. In the event of an accident involving a vehicle for which a Green Card has been issued the bureaux concerned shall act according to the rules set out in Section II;
2. vehicles belonging to certain persons, if the State in which they are registered has designated in the other States an authority or body responsible for compensating injured parties in accordance with the conditions prevailing in the country of accident;
3. certain types of vehicles or certain vehicles bearing a special plate where their use in international traffic is made conditional by the law of the country visited on their holding a valid Green Card or a frontier insurance policy.

The list of vehicles referred to under 2 and 3 as well as the list of authorities or bodies appointed in the other States shall be drawn up by each State and communicated to the Council of Bureaux by the bureau of that State.

*Article 13***Confirmation of the territory in which a vehicle is normally based**

Any request for confirmation of the territory in which a vehicle is normally based sent by fax or e-mail to a bureau by the bureau of the country of the accident or by any agent appointed for the purpose shall be given a definitive answer within three months of the request. In the event of no such response being received then on the expiry of that period there shall be deemed to be confirmation that the vehicle is normally based in that bureau's territory.

*Article 14***Duration of the guarantee**

Bureaux may limit the duration of the guarantee they extend under Article 10 in respect of:

1. vehicles with temporary registration plates, the format of which have been notified previously to the Council of bureaux. In such cases, the duration of the guarantee shall be for 12 months after the date of expiry of validity as displayed on the plate;
2. any other vehicle falling within the terms of reciprocal agreements signed with other bureaux and communicated to the Council of Bureaux.

*Article 15***Unilateral application of guarantee based on a deemed insurance cover**

Save legal provisions to the contrary, bureaux may agree on any unilateral application of this section within the context of their bilateral relations.

SECTION IV

**RULES GOVERNING AGREEMENTS CONCLUDED BETWEEN NATIONAL INSURERS' BUREAUX
(MANDATORY PROVISIONS)***Article 16***Bilateral agreements — conditions**

1. Bureaux may conclude bilateral agreements between themselves whereby they undertake within the context of their reciprocal relations to abide by the mandatory provisions of these Internal Regulations, as well as the optional provisions specified herein.
2. Such agreements shall be signed in triplicate by the contracting bureaux, each of whom shall retain a copy. The third copy shall be sent to the Council of Bureaux which shall, after consultation with the concerned parties, inform them of the date commencement of their agreement.
3. Such agreements shall include clauses providing:
 - 3.1. identification of the contracting bureaux, mentioning their status as members of the Council of Bureaux and the territories for which they are competent;
 - 3.2. their undertaking to abide by the mandatory provisions of these Internal Regulations;
 - 3.3. their undertaking to abide by such optional provisions as mutually chosen and agreed;
 - 3.4. reciprocal authorities granted by these bureaux, in their own name and on behalf of their members, to settle claims amicably or to accept service of any extra-judicial or judicial process likely to lead to the payment of compensation resulting from any accident within the scope and purpose of these Internal Regulations;
 - 3.5. unlimited duration of the agreement, subject to the right of each contracting bureau to terminate it on 12 months notice simultaneously notified to the other party and to the Council of bureaux.
 - 3.6. automatic cancellation or suspension of the agreement if either contracting bureau ceases to be a Member of the Council of Bureaux or has its membership suspended.
4. A model of this agreement is appended (Annex III).

*Article 17***Exception**

1. By derogation to Article 16, the bureaux of Member States of the European Economic Area shall, in conformity with Article 2 of Directive 72/166/EEC of 24 April 1972 signify their reciprocal acceptance of these Internal Regulations by a multilateral agreement the commencement date of which is determined by the Commission of the European Union in collaboration with the Council of Bureaux.
2. The bureaux in non-member States of the European Economic Area may commit to this multilateral agreement by respecting the conditions fixed by the competent committee as acknowledged in the Constitution of the Council of Bureaux.

SECTION V

PROCEDURE FOR AMENDING THE INTERNAL REGULATIONS (MANDATORY PROVISIONS)*Article 18***Procedure**

1. Any amendment to these Regulations shall fall within the exclusive competence of the General Assembly of the Council of Bureaux.
2. By derogation to the above:
 - (a) any amendment to the provisions set out in Section III shall fall within the exclusive competence of the committee as acknowledged in the Constitution of the Council of bureaux. Those provisions are binding on bureaux which, although not members of this committee, have elected to apply Section III in their contractual relations with other bureaux; and
 - (b) any amendment to Article 4.2 shall fall within the exclusive competence of the bureaux of the European Economic Area.

SECTION VI

ARBITRATION (MANDATORY PROVISIONS)*Article 19***Arbitration clause**

Any dispute arising out of these Internal Regulations or related to them shall be resolved by arbitration in accordance with the arbitration rules of Uncitral (United Nations Commission on International Trade Law) currently in force.

The Council of Bureaux shall decide upon the fees of the arbitrators and the claimable costs.

The responsibility for the nomination of arbitrators shall rest with the President of the Council of Bureaux or, if unavailable, the Chairman of the Nomination Committee.

The arbitration court shall comprise three arbitrators.

The arbitration proceedings shall be conducted in English and French.

SECTION VII

ENTRY INTO FORCE (MANDATORY PROVISION)*Article 20***Entry into force**

These Regulations shall enter into force on 1 July 2003. As from this date they shall replace all uniform agreements and the Multilateral Guarantee Agreement, signed between bureaux.

ANNEXES

Annex I: Recommendation No 5

Annex II: Directive of 24 April 1972 (72/166/EEC)

Annex III: Model agreement between Bureaux.

The bureau

Member of the Council of Bureaux

and

The bureau

Member of the Council of Bureaux

Hereby undertake to abide by the mandatory provisions of the Internal Regulations adopted by the General Assembly of the Council of Bureaux on 30 May 2002 as well as to abide by the optional provisions of Section This undertaking shall also apply to any subsequent amendment of the said Internal Regulations.

Hereby grant reciprocal authority to accept service of any judicial or extra-judicial process likely to lead to the payment of damages or to settle amicably any claim arising out of accidents within the context of the Internal Regulations.

This agreement is concluded for an unlimited period. However, either signatory may terminate it at 12 months notice. Notice of termination shall be given simultaneously to the other party to the agreement and the Secretary General of the Council of Bureaux.

It is further agreed that this agreement shall be terminated or suspended automatically if either signatory ceases to be a Member of the Council of Bureaux or is suspended from membership thereof.

The date of entry into force of this agreement will be communicated to the signatories by the Secretary General of the Council of Bureaux after receipt of a copy signed by both parties.

APPENDIX 2

LIST OF DEROGATIONS

AUSTRIA

Vehicles with temporary registration plates involved in accidents occurring more than 12 months after the date of expiry displayed on the temporary registration plates.

BELGIUM

Vehicles with temporary registration plates involved in accidents occurring more than 12 months after the date of expiry displayed on the temporary registration plates.

SWITZERLAND (and LIECHTENSTEIN)

Vehicles with temporary registration plates involved in accidents occurring more than 12 months after the date of expiry displayed on the temporary registration plates.

CYPRUS

1. Vehicles with temporary registration plates involved in accidents occurring more than 12 months after the date of expiry displayed on the temporary registration plates.
2. Vehicles belonging to military forces and other military and civil personnel governed by international Agreements.

CZECH REPUBLIC

Vehicles with temporary registration plates involved in accidents occurring more than 12 months after the date of expiry displayed on the temporary registration plates.

GERMANY

1. Vehicles with temporary registration plates involved in accidents occurring more than 12 months after the date of expiry displayed on the temporary registration plates.
2. Military vehicles subject to the terms of international Agreements.

DENMARK (and the FAEROE ISLANDS)

1. Vehicles with temporary registration plates involved in accidents occurring more than 12 months after the date of expiry displayed on the temporary registration plates.
2. Military vehicles subject to the terms of international Agreements.

FRANCE (and MONACO)

Military vehicles subject to the terms of international Agreements.

FINLAND

Vehicles with temporary registration plates involved in accidents occurring more than 12 months after the date of expiry displayed on the temporary registration plates.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (and the CHANNEL ISLANDS, GIBRALTAR and THE ISLE OF MAN)

NATO vehicles subject to the provisions of the London Convention of 19 June 1951 and the Paris Protocol of 28 August 1952.

GREECE

1. Vehicles with temporary registration plates involved in accidents occurring more than 12 months after the date of expiry displayed on the temporary registration plates. (Effective for accidents occurring on or after 1 October 1993).
2. Vehicles belonging to intergovernmental organisations (Green plates — bearing the letters 'CD' and 'ΔΣ' followed by the registration number).

3. Vehicles belonging to the armed forces and military and civil personnel of NATO (yellow plates — bearing the letters 'EA' followed by the registration number).
4. Vehicles belonging to the Greek armed forces (plates bearing the letters 'ES').
5. Vehicles belonging to allied forces in Greece (plates bearing the letters 'AFG').
6. Vehicles bearing test plates (white plates — bearing the letters 'ΔOK' followed by four figures on the registration number).

HUNGARY

Vehicles with temporary registration plates involved in accidents occurring more than 12 months after the date of expiry displayed on the temporary registration plates.

ITALY (and the Republic of SAN MARINO and the VATICAN STATE)

1. Vehicles with temporary registration plates involved in accidents occurring more than 12 months after the date of expiry displayed on the temporary registration plates.
2. Vehicles belonging to military forces and other military and civil personnel governed by international Agreements (as, for instance, plate 'AFI' and international organisations like NATO).
3. Vehicles with no registration plates (particularly motorised cycles).
4. Agricultural machines (such as agricultural tractors, their trailers and all other vehicles designed specifically for agricultural work).

IRELAND

Vehicles with temporary registration plates involved in accidents occurring more than 12 months after the date of expiry displayed on the temporary registration plates.

ICELAND

Vehicles with temporary registration plates involved in accidents occurring more than 12 months after the date of expiry displayed on the temporary registration plates.

LUXEMBOURG

Vehicles with temporary registration plates involved in accidents occurring more than 12 months after the date of expiry displayed on the temporary registration plates.

NORWAY

Vehicles with temporary registration plates involved in accidents occurring more than 12 months after the date of expiry displayed on the temporary registration plates.

THE NETHERLANDS

1. Vehicles with temporary registration plates involved in accidents occurring more than 12 months after the date of expiry displayed on the temporary registration plates. (Effective for accidents occurring on or after 1 October 1993).
2. Private vehicles belonging to Dutch military personnel and their families stationed in Germany.
3. Vehicles belonging to German military personnel stationed in The Netherlands.
4. Vehicles belonging to persons attached to Headquarters Allied Forces Central Europe.
5. Service vehicles of NATO armed forces.

PORTUGAL

1. Agricultural machines and motorised mechanical equipment for which registration plates are not required under Portuguese Law.
2. Vehicles belonging to foreign States and to International Organisations of which Portugal is a Member State: (white plates — red figures, preceded by the letters 'CD' or 'FM').
3. Vehicles belonging to the Portuguese State — (black plates — white figures, preceded by the letters 'AM', 'AP', 'EP', 'ME', 'MG' or 'MX', according to the Government department concerned).

SWEDEN

Vehicles with temporary registration plates involved in accidents occurring more than 12 months after the date of expiry displayed on the temporary registration plates.

SLOVAKIA

Vehicles with temporary registration plates involved in accidents occurring more than 12 months after the date of expiry displayed on the temporary registration plates.

SLOVENIA

Vehicles with temporary registration plates involved in accidents occurring more than 12 months after the date of expiry displayed on the temporary registration plates.

APPENDIX 3

SUSPENSIVE CLAUSES

FRANCE

The provision in Article 11(2) of the Internal Regulations shall not apply to the Bureau Central Français until the French regulatory provisions have been amended to ensure compliance or that an agreement enabling this application has been signed.

ITALY

The provision in Article 11(2) of the Internal Regulations shall not apply to Ufficio Centrale Italiano (UCI) until the regulatory provisions applicable in this country have been amended, according to the applicable European Community law, to ensure compliance.

PORTUGAL

The provision in Article 11(2) of the Internal Regulations shall not apply to Gabinete Português de Carta Verde until the regulatory provisions applicable in this country have been amended, according to the applicable European Community law, to ensure compliance.

SWITZERLAND

The provision in Article 11(2) of the Internal Regulations shall not apply to the Swiss National Bureau of Insurance until the regulatory provisions applicable in this country have been amended, according to the applicable European Community law, to ensure compliance.
