

Key information for the injured party (in case of damage covered by auto insurance) provided by the Insurer, LAQO by Croatia osiguranje d.d.

If you are an injured party in a traffic accident that occurs in the Republic of Croatia and involves the use of vehicles, it is important to be aware of the claim processing procedure at the insurance company (hereinafter referred to as the Insurer). This guide will provide you with essential information about the key components of the Insurer's claim filing and claim processing procedure to allow you to better understand your rights in the claim processing procedure.

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

In case of physical damage:

- You are not legally required to notify the police, however, if you do call them, police officers may appear at the scene of the traffic accident or instruct you to take certain actions (e.g. sign a European Statement and exchange information).
- If possible, the drivers who were involved in the traffic accident are required to immediately remove their vehicles from the carriageway to avoid interfering with traffic flows (Article 176 of the Road Traffic Safety Act).

**What to do in case of bodily injury or loss of life:
In case a person involved is physically injured or killed – call the police and an ambulance. (Article 175 of the Road Traffic Safety Act).**

Complete the European Accident Statement:

- The European Accident Statement is used to determine the facts and does not imply that the drivers have reached an agreement with regard to who is responsible for the accident and signing it does not amount to admission of guilt. A properly completed European Accident Statement may be used as an auto insurance claim or a statement of the circumstances surrounding the incident (Article 38 of the Mandatory Transport Insurance Act).
- The drivers are not allowed to leave the scene of the traffic accident before they complete and sign a European Statement or otherwise exchange their personal information and particulars of their vehicles (Article 176 of the Road Traffic Safety Act).

- If such European Statement is not available to you, you should exchange your personal information (who operated the vehicle) and particulars of your vehicles (registration number, owner) and your insurance companies (auto insurance policy) otherwise (Article 176 of the Road Traffic Safety Act).

If possible, please document the damage:

- Take photographs to capture the scene of the accident and the positions of all vehicles involved immediately after the accident.
- Take detailed photographs of damage to the vehicles, braking marks and any other relevant traces at the scene of the traffic accident, on the vehicles and on the carriageway.
- If possible, also take photographs of the relevant documents (registration document, driving license).

Examples of situations where you are required to call the police:

- If the persons who were present at the scene of the accident (potential witnesses) refuse to provide their personal information, and the accident resulted in injuries or death of any persons involved.
- The vehicle is not roadworthy (unable to continue driving on a road).
- A collision with an unregistered vehicle.
- If the other party involved refuses to provide their personal information.
- If the other participant leaves the scene of the accident.
- If a driver is reasonably suspected to be under the influence of alcohol, narcotics or any other similar substances.
- If a driver fails to hold a driving license.

PART B – FILING A CLAIM

1. To whom should I submit my claim?

You should submit your claim to **the Insurer of the vehicle operated by the person responsible for the traffic accident**, if such information is available to you. You can check where a vehicle is insured by entering its registration number at: <https://huo.hr/hr/provjera-osiguranja>. If such registration number is not available to you, please contact the Croatian Insurance Office. **It is advisable to file your claim as soon as possible.**

2. Who should submit the claim, how and where?

The injured party (owner or user of the vehicle, a person who sustained physical injuries, owner of damaged property) or his/her authorized representative may file a claim at: www.laquo.hr/stete or by calling 072 072 072.

You can check all other loss reporting channels at our official website: www.laquo.hr.

If your vehicle is owned by a leasing company and not by you, you, as the lessee, should report the loss to the Insurer and the leasing company as soon as possible in case of physical damage.

3. Documents and information required in the claim handling process?

- registration document for the damaged vehicle;
- driving license of the person who operated the vehicle at the time of the accident;
- a completed European Accident Statement or particulars of the other person involved in the traffic accident (policy number, vehicle registration number);
- preferably, your bank account number where the relevant payment is to be received (IBAN);
- if any vehicles have become immobilized as a result of damage – the location of the vehicle(s);
- in case of damage to property: evidence of title to the damaged asset (e.g. a land registry extract, deed of possession, etc.);
- as an exception, if the police arrive – the police report and sobriety test results;
- in case of bodily injury: medical records (relating to the period between the initial examination date and the treatment completion date); or, in case of bodily injury with a fatal outcome – depending on the specifics of each case, you may be required to produce a death certificate, a succession decree, birth certificates of children, certificates of residence and records of funeral costs and other expenses.

ADDITIONAL IMPORTANT NOTES:

- The Insurer will only require the necessary information (in case of physical damage, the Insurer will need the information contained in the European Accident Statement, the identifying information, contact details and information on how compensation for loss is to be paid).
- Subject to providing an explanation of the necessity, the Insurer may demand that further documents necessary to settle your claim be provided if the Insurer is unable to obtain them or if you are in possession of such documentation, for the purpose of expediting the claim processing procedure. Please note that the Insurer is not allowed to demand that an injured party provide documentation that the Insurer is able to obtain (for example, the police report, the sobriety test results, a sketch of the scene...).
- The Insurer is required to communicate in a transparent and coherent manner and make the relevant information regarding the course of the procedure and the time limits for settling your claim available to you.
- The Insurer may not make the settling of your claim or payment of compensation or the undisputed part thereof conditional upon the entry into a settlement agreement and/or repair of the vehicle at a specific workshop or suggest that this is the best or the only way to settle your claim or assert that it is necessary to accept the offered amount as the final amount.
- Which information should I expect to receive from the insurance company at the time of submitting my claim?

The Insurer will:

- assign a unique number (case ID) to your loss report (claim), based on which you can track the status of your claim during the claim processing procedure at the insurance company;
- indicate the date of recording your claim (claim submission date); and
- provide you with information regarding the further processes of the Insurer, in particular the damage appraisal process.

As soon as the Insurer receives your claim, it is required to inform you of your rights and of the Insurer's obligations and actively take the necessary actions to perform its obligations without stalling.

As regards physical damage, the Insurer can offer you the following claim settlement options at this stage of the procedure:

- payment to the repairing workshop; or
- payment to the injured party.

Note: The Insurer must explain all claim settlement options in a clear, transparent and simple way. By signing a settlement declaration or settlement agreement, you will forfeit your right to assert any further claims for losses. You may refuse an offer to enter into a settlement agreement and still receive your compensation. Settlement agreements are final and binding. If a settlement agreement is entered into, the Insurer will have no liability with regard to any payments to be made beyond such agreement.

PART C – APPRAISAL AND PROCESSING OF CLAIMS BY THE INSURANCE COMPANY

1. The Insurer will appraise the damage, i.e. estimate the amount of loss at our locations indicated at our website: www.laquo.hr.
2. Based on such appraisal, the Insurer's appraiser will determine the damage and prepare a so-called "Damage Report" including a description of the damage (type of damage to the vehicle, the parts to be repaired and/or replaced, the number and types of labor hours).
3. **The Damage Report** will be provided to the injured party/owner of the vehicle and/or the repairing workshop (subject to the injured party's consent) and **does not constitute a statement of Insurer's liability**.
4. **You have the right to choose a licensed service provider (workshop) at your sole discretion, which means you are not limited to the one offered by the Insurer.**
5. **If any damage not recorded in the Damage Report is found in the process of repairing the vehicle, the Insurer should be asked to carry out a subsequent damage inspection.**
6. The Insurer will communicate with you, or a person empowered by you in the agreed manner (based on normal business communication practices, unless a specific form of communication is required by law) for the purpose of informing you of the claim handling procedure.
7. **You are entitled to hire an independent expert to render his findings and opinion at your sole expense, whereas the Insurer will respond in detail with regard to any disputable elements of such findings and opinion.**
8. In addition to appraising the damage, the Insurer will also check the amount of your claim and ensure that it is reasonable, i.e. check its obligations arising from the documents provided.

PART D – REASONED OFFER, REASONABLE RESPONSE AND YOUR RIGHT TO LODGE A COMPLAINT

1. Within 60 days of receiving your claim, the Insurer must provide:
 - a written reasoned offer of compensation for your loss, provided that the Insurer does not dispute its liability and has determined the amount of loss; or
 - a written reasoned report if the responsibility for providing you with compensation is disputable or if the amount of loss has not been fully established.
 - a) **A reasoned offer** must comprise:
 - decision name, decision date and position/job title,
 - of the person who made the decision,
 - claim received date and list of submitted and obtained documents,
 - a declaration of the Insurer about the obligation to pay damages and a detailed explanation with a list of key facts and legal basis (citation of relevant statutory or other relevant provision, terms and conditions of coverage, etc.),
 - a specification of the damage assessment, in which case the Insurer liable to pay for the claim has to elaborate in a clear, simple and understandable way how the value of the claim was evaluated, and the amount of compensation was determined and explain any specific factors used (e.g., depreciation, co-liability, etc.) including the reason for their application and the way their value was determined,
 - **a declaration that the amount of compensation from the reasoned offer will be paid within 15 days from the offer sent date, with the payment due date falling within 60 days from the claim received date,**
 - a detailed statement on disputed information in the independent expert's report and opinion and disputed items in the approved service provider's invoice, i.e., offer for damage repair, if it has been issued,
 - instruction of the right to complain to the Insurer's decision and the complaint procedure and the time period of 15 days the Insurer has to respond to your complaint.
 - b) **A reasoned response** has to include:
 - **If the Insurer establishes it is not liable to pay damages:**
 - decision name, decision date and position/job title,
 - of the person who made the decision,
 - claim received date and list of submitted and obtained documents,
 - a declaration of the Insurer about why it has no obligation to pay damages and a clearly understandable explanation with a list of key facts and legal basis (citation of relevant statutory or other relevant provision, terms and conditions of coverage, etc.) why its liability is excluded, taking into account all of the available documents,
 - a detailed statement on disputed information in the independent expert's report and opinion relating to the compensation of damage,
 - instruction of the right to complain to the Insurer's decision and the complaint procedure and the time period of 15 days the Insurer has to respond to your complaint.
 - **If the Insurer accepts only obligation of partial payment:**
 - decision name, decision date and position/job title,
 - of the person who made the decision,
 - claim received date and list of submitted and obtained documents,
 - declaration of the Insurer about the partial payment of damages and a detailed explanation with a list of key facts and legal basis (citation of relevant statutory or other relevant provision, terms and conditions of coverage, etc.),
 - a specification of the damage assessment, in which case the Insurer liable to pay for the claim has to elaborate in a clear, simple and understandable way how the value of the claim was evaluated, and the amount of compensation was determined and explain any specific factors used (e.g., depreciation, co-liability, etc.) including the reason for their application and the way their value was determined,
 - **a declaration confirming that the Insurer will pay the undisputed amount from the reasoned response within 15 days from its sent date, with the payment term being possibly shorter, as it has to fall within 60 days from the claim received date,**
 - a detailed statement on disputed information in the independent expert's report and opinion and disputed items in the approved service provider's invoice, i.e., offer for damage repair, if it has been issued,
 - instruction of the right to complain to the Insurer's decision and the complaint procedure and the time period of 15 days the Insurer has to respond to your complaint.
2. If the obligation to pay compensation or the undisputed portion thereof within 15 days or 60 days, as the case may be, fails to be performed, the injured party **will be entitled to receive interest accruing as of the claim filing date in addition to the compensation for loss or the undisputed portion thereof.**
3. In case the Insurer without postponement and not later than within 60 days from the day of receiving your claim fails to send you a reasoned offer of compensation, i.e., a reasoned response, and you are unable to come to an agreement with the Insurer through mediation, even in proceedings before the Mediation Centre at the Croatian Insurance Bureau or by some other way of alternative dispute resolution <https://mpudt.gov.hr/istaknute-teme-11/mirno-rjesavanje-sporova-medijacija/26978>, you can take the matter to court, i.e., file a lawsuit against the Insurer.
4. An injured party who is not satisfied with the Insurer's claim handling can contact the Insurance Ombudsman at the Croatian Insurance Bureau and submit a complaint to the Croatian Financial Services Supervisory Agency (HANFA).

*Law on road traffic safety

**Law on compulsory traffic insurance