

Key information for the injured person (in case of damage arising from motor vehicle liability) of the Insurer Allianz Hrvatska d.d.

When you find yourself in a situation where you are an injured person in a traffic accident in the Republic of Croatia, which occurred with the use of a vehicle, it is important to be familiar with the process of processing claims on the vehicle by the insurance company (hereinafter: the Insurer). This guide will provide you with basic information on the key elements of the claims process and claims processing with the Insurer so that you can better understand your rights and procedures during the claims processing process

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

What to do in case of property damage

- if the vehicle is in running condition, remove it from the road as soon as you can, in order to enable unhindered traffic, or mark the accident site with a safety triangle;

What to do in case of bodily injury or loss of life

- provide first aid and call an ambulance if there are injured people;
- take everything possible to minimize or eliminate the damage or, if possible, prevent the occurrence of greater damage;

Fill out the European Accident Report (applies to all participants in the traffic accident) or otherwise exchange personal data and data on vehicles and insurance companies with other participants in the traffic accident;

- the completion of the European Report serves to establish the facts and does not mean that a consensus has been reached among the drivers regarding guilt, nor does the signing admit of guilt;
- a duly completed European Accident Report can be used as a claim for motor vehicle liability insurance, i.e. as a statement on the circumstances of the manner in which the damage event occurred;
- drivers are not allowed to leave the scene of an accident until they have completed and signed the European Report or otherwise exchanged personal and vehicle data;
- if you do not have the European Report, exchange personal data

(who was driving the vehicle) and data on vehicles (license plate, ownership) and insurance companies (motor vehicle liability insurance policies) in another way

- **Document the damage caused**, if possible: photograph the accident site, the position of all vehicles involved, damage to vehicles, braking marks and other significant traces at the scene of the accident, on vehicles and on the roadway. If possible, take photos of the documentation (vehicle registration certificate, driver's license).

Report the incident to the police when required by regulations, especially when there were injuries or fatalities, or if it was:

- o fire or explosion;
- o major material damage to the vehicle;
- o a situation where there is another reason why you believe that the police should come to the scene of the traffic accident (another participant leaves the scene of the accident, refuses to provide personal information, it is a collision with an unregistered vehicle, it is a case of driving without a driver's license, there is a suspicion that he is intoxicated, etc.) and conduct an inspection of the traffic accident;

PART B - MAKING A CLAIM FOR DAMAGES

1. To whom do I submit a claim?

You should submit a claim to the Insurer with whom the vehicle of the person responsible for the traffic accident is insured, if you are aware of this information. You can check where the vehicle is insured by entering the license plate number at the link <https://huo.hr/hr/provjera-osiguranja>. In case you are not familiar with the license plate, contact the Croatian Insurance Bureau. It is recommended to file a claim as soon as possible.

2. Who, how and where submits a claim?

The injured party (owner or user of the vehicle, injured person, owner of the damaged item) or a person authorized by the injured party may submit a claim for compensation via the link https://www.allianz.hr/hr_HR/privatni-korisnici/stete-i-info/prijava-stete.html, by e-mail (stete@allianz.hr), via the call center (072 100 001 (Mon - Fri: 08h - 17h)), by post or in person at the Insurer's headquarters. Further details can be found at the link above in the Damage Reporting FAQ category.

If you are not the owner of the vehicle, but the leasing company, in the event of material damage to the vehicle, as the lessee, report the damage to the Insurer and the leasing company as soon as possible.

3. Documents and data in the process of resolving a claim for damages

- vehicle registration certificate for the damaged vehicle,
- driving licence of the person who was driving the vehicle at the time of the accident,
- a completed European Accident Report or information about another participant in the traffic accident (policy number, vehicle registration number),
- it is also recommended to provide the payment account number (IBAN),
- if they are not movable due to damage to the vehicle - information on the location of the vehicle or vehicles,
- in case of property damage: proof of ownership of the damaged building (e.g. land register excerpt, possession deed, etc.),
- Only exceptionally and in the event of the police going out, a police report and a breathalyzer test report.

ADDITIONAL IMPORTANT NOTES FROM THE INSURER:

- When requesting data, the Insurer will limit itself only to the nec-

essary information (e.g. in the case of material damage, data contained in the European Accident Report, identification data, contact details, information on the method of payment of damages).

- With an explanation of why this is crucial, the Insurer may request and refer to the submission of additional documentation necessary for resolving the claim, which it cannot obtain on its own or if you are in possession of it, in order to process the damage faster and more efficiently. In the above, the Insurer may not ask the injured person for documentation that can be obtained by Allianz Hrvatska d.d. (for example, a police report, a breathalyzer test report, a sketch of the site).

- The insurer is obliged to communicate in a transparent and understandable manner and to provide you with information on the course of the procedure and the deadlines for resolving the claim.

- The insurer may not condition the resolution of the claim or the payment of compensation for damage or an undisputed part of the compensation for damages, for example, by concluding a settlement and/or repairing the vehicle at a certain repair shop, nor refer to the above as if this is the best or only way of resolving the claim and that it is necessary to accept the offered amount as final.

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

The insurer will:

- assign a unique number (case number) for your claim report, on the basis of which you will monitor the status of the claim during the processing process with the insurance company;
- indicate the date of registration of the claim (the date of submission of the claim);
- provide information on further actions of the Insurer, in particular damage assessment.

Upon receipt of the claim, the Insurer is obliged to inform you of your rights and obligations of the Insurer without delay and to actively and without delay take the necessary actions to meet its obligations.

Already at this stage, in the part of material damage, the insurer can offer you to choose the options for resolving the claim, which can be:

- a) payment to the repair shop;
- b) payment to the injured person.

Note: The insurer is obliged to explain all ways of solving in a clear, transparent and simple way. By signing a settlement statement or settlement agreement/agreement, you lose the right to claim additional compensation for damages. You can decline the offer to conclude a settlement and still receive compensation. Settlement agreements are final and binding. In the event of a settlement, the insurer is not responsible for any payments outside of that contract.

PART C - ASSESSMENT AND PROCESSING OF CLAIMS BY THE INSURANCE COMPANY

1. The insurer will conduct a damage survey, i.e. Assessment of the amount of damage (based on the submitted photographs or physical survey at the premises of the insurance company or at the agreed location of the vehicle)
2. Based on the assessment, the Insurer's appraiser will determine the damage and draw up a Damage Survey with a description (type of damage to the vehicle, parts to be repaired and/or replaced, corresponding number and type of working hours)
3. **The damage report** is delivered to the injured person/vehicle owner and/or the repair shop (depends on the consent of the injured person), and it **does not constitute a statement of liability of the Insurer**.
4. **You have the right to have your vehicle repaired at any authorized service provider (service workshop), and not only the one offered by the Insurer.**
5. **In the event that during the repair of the vehicle it is determined that there are damages that are not recorded in the Damage Survey, you can request that a subsequent damage survey be carried out at the link https://www.allianz.hr/hr_HR/privatni-korisnici/stete-i-info/prijava-stete/zahtjev-za-naknadni-izvid-stete.html**
6. The insurer will communicate with you or with a person authorized by you in an agreed manner (in accordance with the usual methods of business communication, unless the mandatory method of communication is prescribed by law) in order to provide information on the procedure for resolving the claim.
7. **You have the right, at your own expense, to hire an independent expert to prepare the findings and opinions, whereby the Insurer will respond in detail to all possibly disputable elements of that finding and opinion.**
8. With the assessment of damage, the Insurer also verifies the amount and merits of the claim, i.e. their obligations based on the submitted documentation.

PART D - REASONED OFFER, REASONED ANSWER AND YOUR RIGHT TO OBJECT

1. The insurer **has a period of 60 days from the date of receipt of the claim** to submit:
 - **a written reasoned offer** for compensation – in the event that the liability of the Insurer is not disputed and when the amount of damage has been determined, or
 - **a written reasoned answer** to all points of the claim – in the event that the Insurer's liability for compensation for damage is disputed or when the amount of damage has not been fully determined.
- a) **The reasoned offer** must include:
 - the name of the decision, the date of its adoption and the function/job title of the decision-maker,
 - the day of receipt of the claim and the list of received and obtained documentation,
 - a statement of the responsible Insurer that it has determined its obligation to compensate for damages, and a detailed explanation with the stated decisive facts and legal basis (relevant provision of positive regulations, insurance conditions, etc.),
 - specification of the determined amount of damage, whereby the Insurer is obliged to explain in a clear, simple and understandable way how it arrived at the determined amount of damage and the amount of damage to be paid, and to justify any specific factors applied (e.g. depreciation, co-liability, etc.), including the reasons why they were applied and how they were determined,
 - a statement that it will pay the amount of compensation from the reasoned offer within 15 days from the date of sending the reasoned offer, whereby the stated payment deadline must be within 60 days from the date of receipt of the claim for damages,
 - a detailed statement on the disputed points of the submitted finding and opinion of the independent expert and the disputed items of the invoice or the offer for repair of damage by the authorized service provider, when submitted,
 - instructions on the right to file a complaint and the manner of filing an objection to the insurer's decision and the deadline of 15 days within which the Insurer will respond to this complaint.
- b) **A reasoned answer** must contain:
 - **When the Insurer has determined that it is not liable for damages:**
 - the name of the decision, the date of its adoption and the function/job title of the decision-maker,
 - the day of receipt of the claim and the list of received and obtained documentation,
 - a statement by the Insurer that it has established that it is not liable and a detailed, simple and understandable explanation with the stated decisive facts and legal basis (relevant provision of positive regulations, insurance conditions, etc.) on the reasons for exclusion of liability, taking into account all available documentation, ,
 - a detailed statement on the disputable points of the submitted finding and the opinion of an independent expert related to liability for damages.
 - instructions on how to file an objection to the insurer's decision and the deadline of 15 days within which the Insurer will respond to that complaint.
 - **When the responsible Insurer determines that it is liable for only part of the compensation for damages:**
 - the name of the decision, the date of its adoption and the function/job title of the decision-maker,
 - the day of receipt of the claim and the list of received and obtained documentation,
 - a statement by the Insurer that it has determined that it is responsible only for a part of the compensation for damages and a detailed explanation with the stated decisive facts and legal basis (relevant provision of positive regulations, insurance conditions, etc.),
 - specification of the determined amount of damage, whereby the responsible Insurer is obliged to explain in a clear, simple and understandable way how it arrived at the determined amount of damage and the amount of damage to be paid, and to explain any specific factors applied, and how it arrived at the determined amount of damage and the amount of damage to be paid, and to explain any specific factors applied (e.g. depreciation, co-responsibility, etc.), including the reasons why they were applied and how they were determined,
 - a statement that it will pay the undisputed amount from the reasoned answer within 15 days of sending the reasoned response, whereby the specified payment period may be shorter because it must be within 60 days from the date of receipt of the claim,
 - a detailed statement on the disputed points of the submitted finding and opinion of an independent expert and the disputed items of the invoice or offer for repair of damage of the authorized service provider, if they were submitted,
 - instructions on how to file an objection to the insurer's decision and the deadline of 15 days within which the Insurer will respond to that complaint.
 - **When the responsible Insurer is not able to fully determine the amount of damage:**
 - the name of the decision, the date of its adoption and the function/job title of the decision-maker,
 - the day of receipt of the claim and the list of received and obtained documentation,
 - a statement of the responsible Insurer on its liability and that it is not able to fully determine the amount of damage and the reasons why it is not able to fully determine the amount of damage,
 - a detailed explanation with the stated decisive facts and legal basis (relevant provision of positive regulations, insurance conditions, etc.),
 - specification of the determined amount of damage, whereby the responsible Insurer is obliged to explain in a clear, simple and understandable manner the reasons for which it was not able to fully determine the amount of damage, and how it arrived at the determined amount of damage and the amount of damage to be paid, and to justify any specific factors applied (e.g. depreciation, co-liability, etc.), including the reasons why they were applied and how they were determined,
 - a statement that it will pay the undisputed amount within 15 days of sending a reasoned answer, whereby the stated payment period may be shorter because it must be within 60 days from the date of receipt of the claim,
 - a detailed statement on the disputed points of the submitted finding and opinion of the independent expert and the disputed items of the invoice or the offer for repair of damage by the authorized service provider, when submitted,
 - instructions on how to file an objection to the insurer's decision and the deadline of 15 days within which the Insurer will respond to that complaint.

The insurer is obliged to pay the amount of compensation from the reasoned offer or the undisputed amount of compensation from the reasoned answer as an advance within 15 days from the date of sending the reasoned offer or reasoned answer, and no later than 60 days from the date of receipt of the claim. If the Insurer fails to pay the stated amounts of compensation for damages, i.e. the undisputed amount of compensation for damages within the specified period, you are also entitled to the payment of the amount of interest from the date of filing the claim.

 2. If the Insurer fails to submit to you a reasoned offer for compensation or a reasoned answer without delay, and no later than 60 days from the date of receipt of the claim, and you are not able to resolve the dispute amicably with the Insurer or before the Mediation Center at the Croatian Insurance Bureau or other peaceful means <https://mpu.gov.hr/mirno-rjesavanje-sporova-medijacija/26978>, you can request the protection of your right in court, or you can file a lawsuit against the Insurer.
 3. An injured person who is not satisfied with the manner of the insurer's actions in the procedure of resolving the claim may contact the Insurance Ombudsman at the Croatian Insurance Bureau and submit a petition to HANFA.