

If you find yourself in a situation where you are the injured party in the Republic of Croatia, involving a means of transport (vehicle, aircraft, boat or yacht) it is important to be acquainted with the claim processing procedure that is applied by the Insurer. This Guide will give you the essential information about key elements of the claiming procedure and handling of damages by the Insurer so that you can have better understanding of your rights and of the procedures related to the processing of your claim.

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

#### *Liability insurance of boat or yacht owners for damage to third parties*

- **“Boat”** is a vessel design for navigation by sea as regulated by the provisions of the law regulating safety of navigation in the inland maritime waters and territorial sea of the Republic of Croatia, whose total power of propulsion units exceeds 15 kW.
- **“Yacht”** is a vessel intended for sport and leisure as regulated by the provisions of the law regulating safety of navigation in the inland maritime waters and territorial sea of the Republic of Croatia.
- If, by use of a boat/yacht (hereafter: **ship**) damage is inflicted to a third party because of **death, bodily injury or damage to health**, there is obligation of the responsible Insurer to compensate for the damage
- The persons on board the ship, by which the damage is caused, and persons who are on board the other ship i.e., other vessel, **are not considered** as third parties

#### **What to do in case of bodily injury or fatality caused by ship:**

- Provide first aid to injured person, making previously sure that no one else (including rescuers) is in danger, and carefully pull the person out of the water
- Inform without delay the police, medical emergency service and port authority
- Remain at the scene of accident and wait for arrival of the police officers
- Keep the ship at the place of accident and do not leave the scene until the site investigation is completed, unless it is necessary for reasons of rescue or general safety
- Secure the evidence (photograph the place of accident, ship, injuries, write down statements of the witnesses) and collect identification details of the participants (injured person, ship's crew, ship's registration and all witnesses)

#### *Insurance of air carriers or aircraft operators against liabilities for damage to third parties and passengers*

- In case of injury/death of passenger(s), destruction/loss/damage of luggage/cargo, delay of luggage/cargo, delay/cancellation of flights – there is an obligation of the responsible Insurer for compensation of damage
- In case of damage/destruction of goods/luggage, you should report it as soon as possible to aircraft crew and to competent authorities of the relevant airport (security service, emergency service, police), and file a request with the air carrier
- Provide first aid to injured persons
- Secure the evidence (photograph the damage, write down the details of witnesses, keep tickets, bills, goods/luggage registration vouchers, medical documentation)

#### *Insurance of passengers in public transportation against accidents*

- „Passengers“ are deemed: 1) persons who, for the purpose of travel, are located in one of means of transport intended for carrying out public transportation, regardless of whether they have already bought a travel ticket or not; 2) persons who are located within a train or bus station and port or are in immediate vicinity of the means of transport before embarking or after disembarking, who intended to travel by a specific means of transport or have travelled thereby, except for persons who are employed on the means of transport; 3) persons who are entitled to free-of-charge travel.
- If due to an accident **permanent disability or death of a passenger** occur in one of the means of transport used for transportation of passengers in public transport (bus in city, inter-city and international line and off-line traffic; bus transporting workers to and from place of work or transporting tourists; taxi and rental cars when rented with a driver; rail vehicles for passengers transportation, boats and yachts in maritime navigation, all types of river and lake vessels (including ferries and rafts) which freely carry out transport of passengers as regular service, including cruising and transport of tourists; boats, yachts, vessels and inland navigation ships which are rented with at least one crew member; aircraft used for transportation of persons and goods in public air traffic; all other means of transport, regardless of their type of propulsion, used for transportation of passengers for a fee), – there is an obligation of the responsible Insurer for compensation of damage.

#### **What to do in case of material damage:**

- take all practicable measures to mitigate or eliminate damage or, if possible, prevent a greater damage from occurring
- inform the driver and report the damage to the carrier in order to record the event
- secure the evidence (photograph the damage, write down personal details of the witnesses, keep tickets, bills)

#### **What to do in case of bodily injury and fatality:**

- Immediately inform police and emergency service (when necessary)
- Remain at the scene of accident and wait for arrival of the police officers
- You are obliged to, within your knowledge and abilities, provide aid to the injured persons
- Take measures to eliminate new dangers which may occur at the place of accident and to enable unhindered flow of traffic
- Try not to change the conditions at the scene of accident in order to keep the existing traces (taking such steps must not undermine the safety of traffic)
- Ask the persons who were present at the scene of accident for their personal details and addresses (witnesses and participants)

### PART B – SUBMISSION OF CLAIMS

#### **To whom I submit my claim?**

- Refer to responsible persons of the carrier or owner of the means of transport so that you get more information about liability insurance policy or accident insurance.
- If the owner of the ship/means of transport which is used for transportation of passengers in public transport /air carrier or aircraft operator has a compulsory third-party liability insurance policy or passenger insurance against accident with Triglav osiguranje d.d. (hereafter: **Company**), you should submit your claim for compensation to the Company in the way as described below.

#### **Who submits a claim, how and where?**

- As an injured party, you may, personally or through a person you authorize (power of attorney), submit a claim for compensation with the Company:
  - in person, in a branch office/central office of the Company every working day. Working hours and addresses of the offices are available at <https://www.triglav.hr/prijava-stete>
  - via electronic mail: [prijava.stete@triglav.hr](mailto:prijava.stete@triglav.hr)
  - by telephone at 0800 20 20 80
  - by mail at the address of the branch /central office of the Company
- We recommend that you use the Company's form for claim submission, which is available at: <https://www.triglav.hr/prijava-stete>, and to enclose all documentation and evidence available to you, which the Company needs for making decision about the merit and amount of your claim (more information below).
- You may also use the Company's mobile application for damage reporting (i-Triglav), which is available for downloading for Apple and Android users.

#### **Documents and information relevant for processing claims?**

- As to enable to the Insurer to process your claim it is, **as a minimum**, necessary to submit:
  - Details of the Insured-injurer (number of insurance policy; name and surname/company name; registration number of the means of transport)
  - Your details (name and surname/company name; personal identification number (OIB); address; contact details; VAT status)
  - Bank account number for payment of damage compensation
  - Information about harmful event (date, place, time, description of circumstances of the accident).
- If making decision about your claim requires data/statements/documentation from other persons (police, insured-injurer, witnesses or other persons), the Company will request in writing from such persons to provide whatever is needed.
- In addition to the above and depending on circumstances, the Company may request **additional documentation** from you and/or persons who are in possession of such documentation, e.g.:
  - Police minutes, statement of Insured-injurer about circumstances of the accident, statements of eye witnesses
  - Copy of vehicle registration card/ driver's licence,
  - Report of death/confirmation of the fact of death/ autopsy report if death is reported; death certificate; order establishing succession.
  - Medical/other documentation referring to non-property damage (proof of kin, sick leave reports, proofs referring to loss of profit claims, accommodation and medical treatment bills, etc.)

- Copy of transport ticket and/or luggage registration voucher; carrier's statement and confirmation that they have not compensated damage directly to the injured party; claim specification with list of things (damaged or lost); purchase receipts if available or receipts of purchase of replacement luggage if risk of delay is involved
- Transport document (waybill, internal travel order, bill of lading, delivery note)
- The list of above documentation is not exhaustive (only the most common items are mentioned) – the Company has the right to request from you or other persons other data/information as well, which it deems necessary to decide about the claim. In that, the Company shall limit its requests to only such information that are necessary for making decision on merits and amount of your claim.

**Additional important notes of the insurer:**

- In any case please state the **number of your bank account** (because of the Insurer's legal obligation).
- In order to settle your claim as expediently as possible, we recommend that you communicate with the Company **by email**. Therefore, it is desirable that in your claim you give your contact mobile/telephone number as to make it easier for you and the Company's employees to reach an agreement if necessary, or an email address where the Company can send you requests/damage assessments/decisions of the Company.
- In addition, the Company may request that you provide and send additional documentation/evidence which are needed for processing the claim but the Company itself is not able to obtain them. The Company shall explain why it is essential. Therefore, we recommend that you provide such documents if they are in your possession, for more expedient claim processing.

**Which information can I expect from the Insurer immediately after submission of my claim?**

- Upon receiving the claim, the Company shall send to you, not later than 3 days from receipt of the claim, a Confirmation of receipt of the claim (which contains: indication of date of receiving the claim; unique identifying number of the claim (file reference number) by which you can follow the status of your claim); list of documentation attached to the claim and a request to provide additional documents needed for processing your claim.
- The Company's employee who handles your claim will contact you and ask you to provide necessary data and documentation which are needed for decision on merits and amount of the claim, and you will also be informed about further steps of claim processing (which steps must be taken and what is the procedure in claim settlement, on a case-by-case basis).
- Notwithstanding the above, and for faster processing of your claim, if you obtain the requested necessary documents from other persons (e.g., police report on accident scene investigation, statement of the Insured-injurer), you are invited to forward them to the Company as soon as possible.

In any case, you have the right to contact an authorized person in the Company who is named at the Confirmation of receipt of the claim for all necessary information.

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

- In case of **property damage**:
  - the Company's adjustor shall, in agreement with you, assess damage and, after that, make a report (hereafter: **Damage Assessment**), which will contain description and photographs of damage, and which will be provided to you. The Damage Assessment does not constitute the statement of liability of the Company.
  - In case that damages that were not recorded in the damage Assessment are found afterwards, you can request the Adjustor to make an ex-post assessment of damage and to provide an ex-post Damage Assessment. The repair of vehicle must be carried out in compliance with the Damage Assessment. The Company shall not compensate for any damage outside the Damage Assessment.
- In case of bodily **non-property damage** (injuries, invalidity, damage to health):
  - The Company's physician-censor shall, based on medical documentation received and/or medical check-up agreed with you (if deemed necessary), shall deliver the opinion on injuries and this opinion is the basis for making decision about the claim.
- In any case, you have the right to engage, at your own expense, an independent expert witness to formulate findings and opinion. In its decision on the claim, the Company shall respond in details to those findings and opinions in case there are disputable elements.
- During the claim processing procedure, the Company's employees will communicate with you or with a person you have authorized in a way you agreed to (by telephone/application/mail/post letter) in order to ask for necessary data and/or documentation and to provide to you the information on the claim settlement proceedings.
- On the basis of Damage Assessment/opinion of the physician-censor and all compiled documentation, the employee responsible for your claim shall determine legal merit of your claim.
- In case it is determined that there is no liability of the Company, the employee will decide to reject the claim.
- If the liability of the Company is established (in whole or partial), the responsible employee shall determine the amount of compensation, and after that make a reasoned decision with explanation on how the liability was established and how the (undisputable) amount of compensation payable by the Company was determined. You are also entitled to payment of interest from the date of filing the claim, in the event that the Company fails to fulfil its obligation to pay compensation or the undisputed amount within the deadline.

**PART D – JUSTIFIED OFFER, FOUNDED RESPONSE AND YOUR RIGHT TO COMPLAINT**

- The Company is obliged to establish merit and amount of the claim without delay **and not later than 60 days** from the day of receiving the claim and to deliver to the injured party the written decision on the claim, as follows:
  - A) Justified offer for damage compensation** (hereafter: **Justified Offer**), when the Company's liability is not disputable or when the Company determined the amount of damage; or
  - B) Founded response** to all points in the claim (hereafter: **Founded Response**), when the liability of the Company is disputable or when the Company has not fully established the amount of damage.
- **Justified Offer**, in essence, contains:
  - statement of the Company of establishing its liability for damage compensation
  - detailed explanations quoting all decisive facts (e.g., depreciation, co-liability, etc.) and legal basis (applicable legal provisions, terms and conditions of insurance, etc.) of determining the amount of damages and the payable sum of damages
  - specification of the determined amount of damages (for example, stating parts to be replaced and parts to be repaired with their catalogue numbers and number of working hours needed according to manufacturer's standard procedure for repairs)
  - statement that the determined sum of damage compensation shall be paid within 15 days from dispatching the Justified offer (in any case, within 60 days from receiving the claim).
- **Founded response**, when the Company establishes absence of its liability for damage compensation, in essence, contains:
  - detailed explanations quoting all decisive facts and legal basis (applicable legal provisions, terms and conditions of insurance, etc.) about reasons for exclusion of liability i.e., reasons of absence of liability for damages, taking into consideration all available documentation.
- **Founded response**, when the Company established its liability only for a part of damage compensation or when it cannot fully determine the amount of damage, in essence contains:
  - detailed explanations quoting all decisive facts (e.g., depreciation, co-liability, etc.) and legal basis (applicable legal provisions, terms and conditions of insurance, etc.) of determining the amount of damages and the undisputed part of this compensation of damages in the form of an advance,
  - specification of the determined amount of damages (for example, stating parts to be replaced and parts to be repaired with their catalogue numbers and number of working hours needed according to manufacturer's standard procedure for repairs),
  - statement that the determined undisputed part of this compensation of damages shall be paid within 15 days from dispatching the Founded response (in any case, within 60 days from receiving the claim).
- In any case, each Justified Offer/Founded Response must contain instruction about right to complaint against the above-mentioned decision, and the Company is obliged to respond to your complaint in writing within 15 days from receiving the complaint. More information about submission of complaints and how the complaints are dealt with are available at: <https://triglav.hr/pritužbe> .

**IMPORTANT NOTE:** Please keep in mind that Insurers may adjust the above-described procedure of handling the claims on a case-by-case basis but only within the applicable legal provisions.