

НАЦИОНАЛНО БИРО ЗА ОСИГУРУВАЊЕ
NATIONAL INSURANCE BUREAU

бр. 0710-2490/12
24.10.2012 год.
СКОПЈЕ - SKOPJE

KOSOVO INSURANCE BUREAU - KIB

бр. 144/19 - 30.10.2012
PRISHTINE

MEMORANDUM OF UNDERSTANDING

Between the National Insurance Bureau of R.Macedonia (NIB) and the Kosovo Insurance Bureau of R.Kosovo (KIB) as authorized entities responsible for vehicle insurance issues in the Republic of Macedonia and Republic of Kosovo on the Mutual Recognition of Motorist Third Party Liability Insurance (TPL) and arrangements for the processing and payment of claims.

WHEREAS:

NIB and KIB ("Parties") wish to form a framework for:

- a) Arrangements for the reciprocal recognition and acknowledgement of valid Motor Third Party Liability (TPL) certificates and / or internationally valid Green Card, as proof of compulsory TPL insurance, and
- b) Arrangements for processing and payment of claim damages as a result of accidents caused by vehicles provided insurance in R.Kosovo and R.Macedonia.

The parties agreed as follows:

I. DEFINITIONS

For purposes of this Memorandum of Understanding (MOU):

"KIB" means the Kosovo Insurance Bureau

"NIB" means the National Insurance Bureau of R.Macedonia

"Guarantee Fund" means the fund established by law, and administered by the KIB in Kosovo and NIB in Macedonia.

"Handling Bureau" means a party, whether it's NIB, KIB or any authorized member – insurance company or any other legal entity, which is allowed to handle and settle claims under the provisions of this MOU and which requests reimbursement from an Insuring Member or through a Paying Bureau under the terms of this MOU.

"Member – Insurance Company" means any licensed insurance company, which is a member of the NIB or the KIB, and which has insured the vehicle which caused the accident in question under a TPL or Card Green System insurance policy.



"Paying Bureau" means the bureau, whether NIB or the KIB, which is responsible for reimbursing claims paid out by the Handling Bureau according to the procedures set forth in this MOU and is in turn reimbursed by the Insuring Member.

"Proof of Insurance" means the existence of a valid TPL plus insurance certificate mandatory for vehicles registered in Kosovo, issued by an insuring member in R.Kosovo, in case of accidents occurring in R.Macedonia, or a valid NIB Green Card for vehicles registered in R.Macedonia, issued by the member companies in Macedonia, for accidents occurring in Kosovo.

"Internal Regulations" means the Internal Regulations adopted by the Council of Bureaux at the General Assembly, in Crete on 30 May 2002, revised with special decisions incorporated in the Explanatory Memorandum.

"Correspondent" – means every Insurance company – member of NIB or KIB or any authorized company for claim estimation, nominated by the Paying Bureau upon the request by one or more members – insurance companies with confirmation by the party of the insurer or a company founded and authorized for handling and settlement of TPL claims. The definition, the nomination, the authorization and the settlement of claims of the correspondents shall be in compliance with the standards established with the Internal Regulations of the Council of Bureaux in Brussels.

II. MUTUAL RECOGNITION OF MOTOR VEHICLE LIABILITY INSURANCE

1. Operators of motor vehicles registered in R.Kosovo who are in possession of a valid Kosovo TPL Plus insurance policy may freely enter and travel in Macedonia. A copy of a specimen Kosovo TPL Plus Insurance Certificate is attached to this Memorandum as Annex I.
2. Operators of motor vehicles registered in R.Macedonia who are in possession of a valid international Green Card issued upon authorization of NIB may freely enter and travel in R.Kosovo. A copy of a specimen of the Macedonian International Green Card is attached as Annex II.
3. Each party shall submit to the other party a list of the names of all Insuring Members on the day of signature acceptance of this MOU, and thereafter shall promptly notify the other party of any changes within 15 days of their knowledge of any change.
4. The Parties agree that any International Green Card purporting to be issued under the authority of the NIB for a vehicle registered in R.Macedonia and which is purporting to be duly completed for use in Kosovo, or each certificate of Kosovo TPL Plus



Insurance Certificate, which is believed to be issued in R.Kosovo, for vehicles registered in R.Kosovo and which is properly completed for use in R.Macedonia, will be considered as valid proof of insurance, in compliance with the Internal Regulations (Crete Agreement).

5. The contracting parties agree that every insurance certificate deemed to be issued by the members of the Bureaux, upon their authorization, shall be considered a valid proof for insurance, even if false, unauthorized or illegally changed - in compliance with art.9 of the Internal Regulations.

III. HANDLING AND CLAIMS INDEMNIFICATION

1. Each party shall handle and pay claims forwarded to it by the other party or directly by a claimant within the scope of this MOU, and in accordance with Article IV of this MOU, and on the same basis as it handles and indemnifies claims presented by insured persons within its own respective jurisdiction.

2. This MOU shall cover the reporting, handling, and payment of claims for personal injury or for property loss or damage:

(A) Sustained as a result of an accident in R.Macedonia, caused by vehicles duly registered and insured in R.Kosovo which possess a valid TPL Certificate of Insurance constituting proof of insurance: or

(B) Sustained as a result of an accident in R.Kosovo, caused by vehicles duly registered and insured in R.Macedonia, which possess a valid NIB Green Card.

3. In case of an accident, the Handling Bureau is obliged to immediately notify the Paying Bureau of any claim and shall act in the best interests of the Paying Bureau as if it had issued the Certificate of Insurance.

4. After it has been paid, the Handling Bureau is obliged to submit to the Paying Bureau all the necessary documents to justify the payment. This should include the police report containing information on participants in the said accident, photographs of the damaged vehicle, professional expertise regarding the damage value, along with a copy of the Insurance Certificate. If this is not available, the Insurance Certificate number and effective dates of the insurance coverage, the name of the insuring member as noted in the official accident documents of the respective authorities together with confirmation of insurance coverage as well as a "Discharge Form" evidencing the full or partial settlement of the claim.



IV. REIMBURSEMENT

1. The Paying Bureau of each party is obliged to reimburse the Handling Bureau of the other party, the full amount of compensation paid by the other party's Handling Bureau in respect of a claim within the scope of this MOU, as well as handling fees and all other costs incurred in handling of the claim, as set out in paragraphs 2 and 3 below.

2. The handling fees of the Handling Bureau are calculated at the rate of 15% of the total amount of compensation, subject to a minimum handling fee of EUR 200.00, and a maximum fee of EUR 3,500.00.

3. The other costs incurred during the claim handling included in the handling fee will be paid in accordance with the procedures set out in the Internal Regulations of the Council of Bureaux. The minimum handling fees shall be made even when the claim is handled without payment to the third party.

4. The exchange between the Euro and Macedonia Denar, for any payments due under this MOU shall be the average exchange rate set by the Macedonia National Bank, as at the date on which the claim for reimbursement was presented by the Handling Bureau to the Paying Bureau.

5. After completion of the handling of the claim by obtaining a signed "Discharge Form" from the claimant evidencing full and final settlement or an approved settlement of the indisputable part of the claim and executing payment indemnifying the claim:

(A) For claims arising from accidents in Macedonia and handled by an NIB Insuring Member, the member which handles the claim shall directly notify KIB about the processed and paid claim, along with the damage calculation, as set forth in Article III, Paragraph 4, above.

The KIB shall immediately after receipt of the reimbursement demand, without delay, and in any event within sixty (60) days from the date of submission of the claim, execute the payment of reimbursement demand to the NIB Insuring Member.

If, within a period of sixty (60) days from the date of the first demand for reimbursement, the KIB has failed to pay the amount due to the NIB Insuring Member, the KIB, on receipt of notification of such failure from the Handling Bureau, shall make the reimbursement within a period of thirty (30) days from the receipt of that notification.

If the reimbursement claim is not settled within sixty (60) days from the date of the first reimbursement demand, the KIB shall pay penalty interest at the rate of 12% per



annum, calculated from the date of the first such demand to the date of receipt of the remittance by the Handling Bureau.

(B) For claims arising out of accidents in R.Kosovo, KIB shall notify the NIB Insuring Member about the claims processed and paid to the claimant through the Guarantee Fund along with the damage calculation for each case, as provided in Section III, Paragraph 4 above.

The NIB Insuring Member shall immediately after receipt of the reimbursement demand, without delay, and in any event within sixty (60) days from the date of the submission of the claim, execute the payment reimbursement demand to the KIB.

If, within a period of sixty (60) days from the date of the first demand for reimbursement, the NIB Insuring Member has failed to pay the amount due to the KIB, the NIB Insuring Member, on receipt of notification of such failure from the KIB, shall make the reimbursement within a period of thirty (30) days from the receipt of that notification.

If the reimbursement claim is not settled within sixty (60) days from the date of the first reimbursement demand, the NIB Insuring Member shall pay penalty interest at the rate of 12% per annum, calculated from the date of the first such demand to the date of receipt of the remittance by the Handling Bureau.

6. The NIB Insuring Members of the parties shall seek to resolve all disputes amongst themselves by amicable mutual agreement. In case of a dispute between the Bureaux, an Arbitration shall be founded as a special body consisting of three members whose decisions shall be binding for both parties. The expenses for the arbitration shall be born by the party which loses the dispute.

Any difference between the two parties relating to or arising out of the interpretation and execution of this MOU shall be settled amicably by the parties concerned by mutually agreed procedures.

V. Guarantee Fund

1. Each party agrees to provide, on a reciprocal basis, the same protection and support, in cases of damage or loss covered by its Guarantee Fund to persons residing in the jurisdiction of the other party as it provides to persons residing in its own jurisdiction.

2. Persons who are residents in R.Kosovo who sustain damage or loss referred to in paragraph 1 above, while in the territory of R.Macedonia, are entitled to submit their claims to the Guarantee Fund administered by the NIB, under the same terms as residents of R.Macedonia. Persons who are residents of R.Macedonia, who sustain damage or loss referred to in paragraph 1 above, while in R.Kosovo, are entitled to



submit their claims to the Guarantee Fund administered by the KIB, on the same terms as it apply to residents of R.Kosovo.

VI. ENTRY INTO FORCE AND TERMINATION OF MOU

1. This MOU shall enter into effect after signature by both parties and shall be applied from 01.01.2013.
2. The validity of this MOU shall remain in effect for an indefinite duration. Either party may terminate this MOU by giving at least ninety (90) days' notice of termination in writing to the other party. When written notice is sent by mailed, it is deemed to have been given on the date the notice was sent as verified by the official mail stamp.
3. Claims arising from accidents occurring during the period that this MOU is in force shall be handled and paid in conformity with the terms and provisions of this MOU, even in claims are submitted by a party after the date of termination.
4. In reference to issues which are not regulated with the present Memorandum of Understanding, the provision of the Internal Regulations shall be applied.

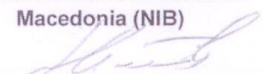
VII. MONITORING AND SUPERVISION

1. Monitoring and supervision of the implementation of the MOU shall be made by the authorized bodies in compliance with the legal regulations in the countries, such as: the Insurance Supervision Agency of R.Macedonia and the Central Bank of R.Kosovo (CBK).
2. In case of a dispute between the Bureaux and settlement of the same, the representatives of the Insurance Supervision Agency of R.Macedonia and the Central Bank of R.Kosovo (CBK) shall be included, before raising an arbitration procedure.

Signed in Ohrid on October 24, 2012, with two original copies in English, two original copies in Macedonian and two original copies in Albanian. In case of inconsistency between the two texts, the English one shall prevail.

To:


**National Insurance Bureau of
Macedonia (NIB)**



Jorče Popovski
Director

To:

Kosovo Insurance Bureau (KIB)



Faton Abazi
Executive Director



UPATISTVO ZA OSIGURJENICE

Ika doka za a) šteti na osigurenju vozila bez čina, b) lični povredli kot ne se ofitane so zakonot lina osigurnost, c) ali od avtoriziranost koj e na sila lina osigurnost, d) ali od avtoriziranost koj e na sila lina osigurnost, e) ali od avtoriziranost koj e na sila lina osigurnost, f) ali od avtoriziranost koj e na sila lina osigurnost, g) ali od avtoriziranost koj e na sila lina osigurnost, h) ali od avtoriziranost koj e na sila lina osigurnost, i) ali od avtoriziranost koj e na sila lina osigurnost, j) ali od avtoriziranost koj e na sila lina osigurnost, k) ali od avtoriziranost koj e na sila lina osigurnost, l) ali od avtoriziranost koj e na sila lina osigurnost, m) ali od avtoriziranost koj e na sila lina osigurnost, n) ali od avtoriziranost koj e na sila lina osigurnost, o) ali od avtoriziranost koj e na sila lina osigurnost, p) ali od avtoriziranost koj e na sila lina osigurnost, q) ali od avtoriziranost koj e na sila lina osigurnost, r) ali od avtoriziranost koj e na sila lina osigurnost, s) ali od avtoriziranost koj e na sila lina osigurnost, t) ali od avtoriziranost koj e na sila lina osigurnost, u) ali od avtoriziranost koj e na sila lina osigurnost, v) ali od avtoriziranost koj e na sila lina osigurnost, w) ali od avtoriziranost koj e na sila lina osigurnost, x) ali od avtoriziranost koj e na sila lina osigurnost, y) ali od avtoriziranost koj e na sila lina osigurnost, z) ali od avtoriziranost koj e na sila lina osigurnost.

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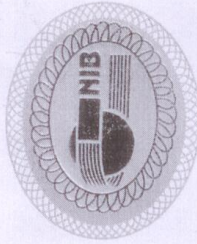
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PEČAT

- IRL IRELAND MOTOR INSURERS BUREAU OF IRELAND, Insurance House, 39 Molesworth Street, DUBLIN 2, Ireland. Tel: (01) 478 9999
- IS ICELAND ISLANDI REFRÉSTYGGINGAR Á ÍSLANDI, Borgartúni 35, 105 REYKJAVÍK. Tel: (034) 528 1632
- L LUXEMBOURG BUREAU LUXEMBOURGEOIS DES ASSUREURS, 12, rue Erasme, L - 1468 Luxembourg. Tel: (052) 457 73 94
- LT LITHUANIA BUREAU OF THE INSURERS REPUBLIC OF LITHUANIA, 101, 1010806 VILNIUS. Tel: (070) 5216 26 00
- LV LATVIA TRANSPORTLĪDZĒKŪ APDROŠINĀTĀJU BIJŪS, (Motor Insurers' Bureau of Latvia) 9 Lomonosova Street, Riga LV - 1011. Tel: (371) 67 114 300
- M MALTA GREEN CARD BUREAU, 43A2 St Paul's Street, VALLETTA VLT 12. Tel: (058) 21 228 253
- MA MGRORCCO BUREAU CENTRAL MAROCAIN DES STÉS D'ASSURANCES, 154, Blvd d'Anfa, 01 - CASABLANCA 20050. Tel: (212) 6323 39 18 37, (212) 6323 39 18 59
- MD MOLDOVA NATIONAL BUREAU OF MOTOR INSURERS OF MOLDOVA (NBMM), Săbăni, Căile Mare nr. 895, 2012 CHIȘINĂU. Tel: (373) 223 231 870
- MK FYROM NATIONAL INSURANCE BUREAU, "Mitsopill Trifonov" Galogolovo", Str., no. 29 SKOPJE, Tel: (289) 02 3136 172
- ME MONTENEGRO ASSOCIATION - NATIONAL BUREAU OF MONTENEGRO INSURERS P.O. European Bul. "Borisa Pekovica" Mil. 81000 PODGORICA. Tel: (382) 203 3440
- N NORWAY TRAFIKKFORSIKRINGSFORENINGEN, Hansens Gasse 2, Postboks 2551 Sth. 0302 OSLO. Tel: (47) 23 28 42 00
- NL NETHERLANDS NEDERLANDS BUREAU DER MOTORUITVERZEKERPAARS, Handelskade 14, 1017 CA AMSTERDAM. Tel: (31) 70 949 200
- P PORTUGAL CADEIRA BALNEÁRIAS DO SUL, S/O DE OESTE - PRD - GPCV, Rua Rodrigues de Faria, 163, 1250 LISBOA. Tel: (351) 211 384 6107 102
- PL POLAND POLISH MOTOR INSURERS BUREAU, ul. Swickichowska 14 PL 00-050 WARSAW. Tel: (48) 022 826 46 33
- RO ROMANIA BIROUL ASIGURATORILOR DE AUTOMOBILE DIN ROMANIA (BAAIR), 40-47 Bulevardul Unirii, 010119 BUCUREȘTI. Tel: (40) 21 319 13 03
- RUS RUSSIA RUSSIAN ASSOCIATION OF MOTOR INSURERS, 27 Bd 3, Luzinovskaya str., 115263, Moscow. Tel: (7) 665 941 27 87
- S SWEDEN TRAFIKFÖRSÄKRINGSFÖRENINGEN, Kålsögatan 108, STOCKHOLM. Tel: (46) 80 52 78 00
- SRB SERBIA UDRUŽENJE OSIGURAVACA SRBIJE, Miletića Popovića 5/III, 11000 BELGRADE. Tel: (381) 111 2927 650
- SK SLOVAK REPUBLIC SLOVENSKÁ KANCELÁRIA POISTOVATEĽOV, Hlavné nám. 91, 826 98 BRATISLAVA 28. Tel: (42) 54 24 24
- SLO SLOVENIA SLOVENSKO ZAVAROVALNO DRUŽENJE GIZ, 1001 LJUBLJANA, Zvezna cesta 14. P.O. Box 2512. Tel: (386) 01 4377 288 4735 322
- TN TUNISIA BUREAU UNIFIÉ AUTOMOBILE TUNISIEN, 5, Rue Ibn Zohr, cas Jandri in la solvatoire 1002 Tunis. Tel: (216) 914 912 (216) 71 541 794
- TR TURKEY TÜRKİSH MOTOR INSURERS BUREAU (TURKISH Motor Insurers' Bureau) Büyükdere Cad., Oya Sk. Devrim Apt. 2/1, 34384 Gayrettepe, İSTANBUL. Tel: (90) 212 317 9968, 217 9968, 217 9970, 217 9971
- UA UKRAINE MOTOR (TRANSPORT) INSURANCE BUREAU UKRAINE, P.O. Box 274, KYIV 2, 02002, URSALNIE. Tel: (38) 049 238 61 27

**UPDATED LIST OF THE MEMBER
COMPANIES OF THE NATIONAL INSURANCE BUREAU**

01	Stock Insurance Company " QBE MAKEDONIJA "
	Address: 11 oktombri str., no. 25 , 1000 Skopje
	Telephone : 00 389 (2) 3115 188 ; 00 389 (2) 3166 867
	Fax no.: 00 389 (2) 3137 154 ; 00 389 (2) 3222 388
	E - mail : info@mk.qbe.com Web-site: www.mk.qbe.com
02	Stock Insurance company " TRIGLAV " - Member of TRIGLAV GROUP
	Address: Bul. Oktomvriska revolucija b.b.Skopje
	Telephone : 00 389 (2) 5102 222
	Fax no.: 00 389 (2) 5102 297
	E - mail : osig@triglav.mk Web-site: www.triglav.mk
03	"EUROINS INSURANCE S.C. Skopje"
	Address: Vojvoda Vasil Adgilarski,b.b. T.C.Soravia,V fl. , 1000 Skopje
	Telephone : 00 389 (2) 3117 194 ; 00 389 (2) 3228 904
	Fax no.: 00 389 (2) 3117 194
	E - mail : osig@euroins.com.mk Web-site: www.euroins.com.mk
04	Stock Insurance company "SAVA "
	Address: Zagrebska br.28 a , 1000 Skopje
	Telephone : 00 389 (2) 5101 500
	Fax no.: 00 389 (2) 5101 502
	E - mail : contact@sava.com.mk Web-site: www.sava.com.mk
05	Stock Insurance company " WINNER " VIG Member of Vienna Insurance Group
	Address: " Vladimir Komarov "str. 11A, 1000 Skopje
	Telephone : 00 389 (2) 3231 631
	Fax no.: 00 389 (2) 3231 632
	E - mail : winner@winner.com.mk
06	Stock Insurance company " EUROLINK "
	Address: 27 mart br.2, 1000 Skopje
	Telephone : 00 389 (2) 3231 623
	Fax no.: 00 389 (2) 3231 625
	E - mail : eurolink@eurolink.com.mk Web-site: www.eurolink.com.mk



07	Stock Insurance company " INSIG Makedonija "
	Address: Dame Gruev str., no. 5/8, 1000 Skopje
	Telephone : 00 389 (2) 3215 515
	Fax no.: 00 389 (2) 3215 517
	E - mail : insig@mt.net.mk
Web-site: www.insig.com.mk	

08	Stock Insurance company " UNIQA "
	Address: Bul. Marks i Engels ,no.3, 1000 Skopje
	Telephone : 00 389 (2) 3109 060
	Fax no.: 00 389 (2) 3215 128
	E - mail : info@uniqa.mk
Web-site: www.uniqa.mk	

09	National Insurance Group "Osiguritelna Polisa ", Stock Company
	Address: Bul.Marks i Engels , no.3 , 1000 Skopje
	Telephone : 00 389 (2) 3244 600
	Fax no.: 00 389 (2) 3290 789
	E - mail : info@insurancepolicy.com.mk
Web-site: www.insurancepolicy.com.mk	

10	Insurance company " ALBSIG "
	Address: Djuro Djakovic str., 46 1000 Skopje
	Telephone : 00 389 (2) 3122 - 385
	Fax no.: 00 389 (2) 3215 - 780
	E - mail : info@albsig.com.mk
Web-site : www.albsig.com.mk	

11	Insurance company " CROATIA INSURANCE" Non life
	Address: "Mito Hadgi Vasilev Jasmin"str.,no.20,IInd fl.,1000 Skopje
	Telephone : 00 389 (2) 3251 100
	Fax no.: 00 389 (2) 3251.111
	E - mail : contact@crosig.mk
Web-site : www.crosig.mk	

