

Tractors and Trailers (Q 1.5.5, 1.6, 1.7)

CODE	1-5-5 Under your national law, are certain trailers exempt from insurance (e.g. under a certain weight)?	If yes state which	1-6 Are there any legal provisions in your market for settling claims involving an articulated vehicle?	If yes, state main provisions	1-7 Are there any agreements between insurers on your market as to settlement of claims involving an articulated vehicle?	If yes, state main provisions	Miscellaneous
*A	No		No		No		
*B	Yes	1)Trailer with a permitted max. load below 500 kg 2)Agricultural trailers and building machinery 3) Trailers use only in harbours, warehouses, storages buildings in maritime and river harbours 4) Trailers on the road in Belgium briefly but which have not been imported by Belgian residents 5) Trailers used exclusively in folk events 6) Trailers part of a tourist train	Yes	Art 1, Law 21.11.1989: "...everything which is attached to the tractor is considered as part of it... are included with tractors, the trailers built specially to be attached to a tractor for the transport of people and goods" Art. 3, law of 21.11.1989: "Insurance relating to a trailer part of a tractor as defined by Art. 1 must not cover the damages caused by the trailer when it is not attached.	No	No answer	Addition to 1.3: Guarantee for Third parties: Only the insurer of the tractor will compensate the victims when the trailer is attached. The trailer insurance applies only when the trailer is not attached. The concept of traffic (Circulation) is not limited to moving vehicles: a non-attached trailer parked in a public place is considered as "on the road"
*CY	No	N/A	No	N/A	No	N/A	

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*CZ	No	No answer	No	No answer	Yes	<p>The specific rule has been agreed, according to the appropriate legislation, among the Czech Insurers' Bureau and its Members, governing a possibility to make the claim even with the Motor Third Party Liability Insurer of the trailer.</p> <ul style="list-style-type: none"> - <input type="checkbox"/> In a case of an accident caused by an operation of a set of vehicles a settlement from the insurer of the motor/towing vehicle (hereinafter "Tractor") is preferred (§ 427 and 428 Civil Code). - <input type="checkbox"/> A Damaged/Claimant has an opportunity to be compensated from the insurer of the trailer, under the condition that the tractor is known and insured, or from Czech Insurers' Bureau if the known tractor is uninsured. - <input type="checkbox"/> The insurer of the trailer, after having settled the claim, has the right of refund from the respective insurer of the tractor or from Czech Insurers' Bureau (§ 438, § 440 Civil Code). o <input type="checkbox"/> The separate insurance of a trailer should be applicable only for cases when an exclusive operation of the trailer of itself (without influence of any tractor) causes damage. There where for the case the liability of the operator of the tractor is given, the insurance of the trailer is regarded as an insurance of the increased risk of the joint unit of the tractor and trailer. 	
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*D	Yes	Basically trailers which under specific provisions are not subject to license system (no registration plate)	Yes	Both the insurer of the towing vehicle (tractor) is responsible as well as - in addition to - the insurer of the trailer. Consequently - in case that the insurers are different - the victim is entitled to claim compensation either from one or the other.	No		
*DK	No answer	No answer	Yes	Liability claims are settled under the tractor's TPL cover.	Yes	Liability cover follows the towing unit.	
*E	No		No		Yes	The risk is distributed 70% for the tractor, 30% for the trailer.	
*EST	No	N/A	No	N/A	No	N/A	
*F	No		No		Yes - Direct compensation agreement of the insured and recourse between the insurance companies (IRSA)	- In case of accident, the instruction and the settlement of the claim are carried out by the insurer of the tractor for his own account and eventually, for the account of the insurer of the trailer. - The agreement foresees the sharing of the cost of the claim between the insurer of the tractor and that of the trailer	* The owner must be insured but the user can get insurance if needed
*FIN	Yes	In the sense referred to in the Motor Liability Insurance Decree (324/59), a motor vehicle is not considered to refer to: a trailer, a trailer sledge or another towable vehicle which is exempted from registration.	No	No answer	Yes	According to the agreement the insurance of the tractor unit will usually cover the damages. However, the insurance of the trailer covers the damages if the trailer is not attached or the accident has been caused due to the insufficient condition of the trailer.	
*GB	No	N/A	No	N/A	No	N/A	

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*GR	Yes	The unregistered trailers cannot be covered with a separate policy.	Yes	The insurer of the truck is responsible in principle. The insurer of the trailer pays only if the claim is above the insured amount of the truck and only in case where the trailer caused the damage.	No	N/A	For question 1.5.4. These trailers are normally registered and therefore a cover is required. All the other categories of trailers (caravans, agricultural trailers) non registered to be covered by an insurance.
*H	No	N/A	No	N/A	No	N/A	
*I	Yes	Trailers non registered	Yes	Even in the absence of legislative provisions a jurisprudence has been consolidated, according to which the owners of the tractor and towed trailer are jointly responsible for the damage caused by the articulated vehicle.	No	No answer	
*IRL	No		Yes	Road Traffic Act 1961.	No.		
*L	Yes	Trailers which need no insurance	Yes	Art. 5 Para. 4 of TPL motor law stipulates that: Insurance for a trailer must only cover the damages caused by the non-attached trailer.	No		

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LT	No	Yes	<p>The benefit payable due to the damage caused by a towed vehicle (in cases when, in compliance with the legal acts, the driver of the towed vehicle is not necessary) shall be paid under the insurance contracts of the towing vehicle, if during the traffic accident the towed vehicle was coupled to the towing vehicle. If the towed vehicle (the driver for which is not necessary) becomes decoupled from the towing vehicle before the traffic accident, the benefit for the damage caused by the vehicle which became decoupled shall be paid under the insurance contract, which insures the possessor of the vehicle against civil liability if the possessor of the towed vehicle bears liability for the damage caused. *the trailers which required to be registered are also considered as vehicles according Lithuanian legislation.</p>	No.		
*LV	No	No		No		
*M	No	No		No		

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*NL

Each trailer is considered to be a part of the truck when it is attached or disconnected but not safely parked outside traffic. (the interpretation of this is quite generous for victims). In all those situations the insurer of the truck has to cover damages on the compulsory liability insurance for motor vehicles. If, however, the trailer has been safely parked outside traffic the trailer is usually insured on the business liability insurance of the owner of the trailer. This distinction is very important for the cases you mention in the questionnaire.

Until 1 Sept 2002, all Dutch trailers bear the registration number of the towing vehicle to which they are connected. Things will change, however, for trailers with a weight, over 750 kg. A separate registration number will be issued for new trailers from that date. All other trailers need to be supplied with a separate registration number before 1 September 2003. Trailers with a weight lower than 750 kg will keep the registration number of the towing vehicle.

There will be no compulsory insurance for trailers. Most insurers will therefore probably not register the new registration numbers in their administration, if they were not already registering the numbers. At this moment some aspects with respect to the new situation are still unclear in our insurance market.

*P

No*See Misc

No

No

*1.5.5 According to art.117 of the Road Traffic Act, trailers under 300kg are covered by the same insurance policy but must be indicated on it.

*PL

No

Yes
Act on Compulsory Insurance, Insurance Guarantee Fund and Polish Motor Insurers' Bureau dated 22nd May 2003

No

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*S	No answer	No answer	No		No		
*SK	No		No		Yes	<p>A damage caused by the operation of an articulated vehicle arises out of the operation of the tractor if</p> <p>a) <input type="checkbox"/> it is caused by towing force of the tractor;</p> <p>b) <input type="checkbox"/> it is caused by driver due to wrong driving;</p> <p>c) <input type="checkbox"/> it is caused by circumstances arising out of the operation of the tractor (tractor brakes failure, engine failure, tractor tire blow out, or a stone sprang up from under the wheel of the tractor).</p> <p>The damage caused by the operation of an articulated vehicle originates from the operation of the trailer if it is caused by circumstances that originate from the operation of the trailer (trailer brakes failure, trailer tire blow out, a wheel or a part of the structure or load is released from the trailer, or a stone sprang up from under the wheel of the trailer, regardless the trailer was towed or pushed by the tractor.</p> <p>Providing that the damage caused by the operation of articulated vehicle originates from the operation of tractor and concurrently originates from the operation of trailer such damage will be settled proportionally depending on the participation of tractor or trailer operations in the claim</p>	
*SLO	Yes	Trailers under weight of 750 kg	No		No		
AL	No	No answer	No	No answer	No	No answer	

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AND	No		No		No		
BG	No	N/A	No	N/A	No	N/A	
BIH	No	N/A	No	There is no special legal provisions	No	N/A	
BY	No		Yes	It should be noted that, if damage was caused to the third party by trailer (semi trailer) or by other vehicle, attached to track (vehicle), or by vehicle uncoupled when driving and, after that, keeping on moving, than compensation is made by insurer, which issued insurance policy for the track (vehicle). In case when damage was caused by trailer (semi trailer), not attached to track (vehicle), and not moving, than the compensation is made by insurer, which issued insurance policy for the trailer (semi trailer).	No		
CH	Yes	Art. 72 1, lit. c OAC	Yes	Art. 10, 11 et 69 LCR Art. 2 OAV Art. 72 OAC Consult also: C4 Road Traffic Law - Ordinance on vehicles insurance - Ordinance on the use of the road by people and vehicles	No	No answer	The mentioned articles refer to Swiss Law, a note of which can be found with the full answer received from the Swiss bureau as shown on this website.

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HR	Yes	Under 750kg weight	No	No answer	No	No answer	<p>*Article 1.3 of the MTPL Insurance Conditions: "The insurance against liability in respect of the use of a motor vehicle for pulling a trailer or towing an inoperative vehicle covers also the liability in respect of damage caused by the trailer or the inoperative vehicle while it is attached to the towing vehicle, and after it is uncoupled from it, and while it functionally depends on the towing vehicle."</p> <p>Trailer insurance covers only claims caused by the trailer when it is not attached to the tractor unit, e.g. when the trailer is parked and slopes down by itself.</p> <p>** Insurance is compulsory for all motor vehicles and trailers moving on roads.</p>
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IL

IR

IS

MA

MD

			Yes		No	
No answer	N/A		No	N/A	No	N/A
			No		Yes	CID (articles 801 and 802). For material damages only
No			No		No	

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MK	Yes	Light trailers	Yes	<p>Art. 6.1: The owner, namely the user of the motor vehicle and the articulated vehicle is obliged to sign an Insurance Contract against third party liability for claims caused by use of a motor vehicle to third parties. Art. 6.2: The motor and the articulated vehicles, in references to this Law, are all engine driven vehicles, running on public road on which the traffic runs, and which according to the regulations for registration of the highway vehicles, must have a registration card which is extended in periods not longer than 12 months, after a technical check is made, and concerning the tractors, irrespectively of the possession of the registration card and the terms for a technical check. Art. 1, item 3: Together with the liability insurance, the liability caused by the articulated vehicle or a vehicle out of order while it is attached to the towing vehicle, and after it is separated from it and acts in a functional dependence of it.</p>	No		
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N	No answer	No answer	Yes	<p>According to the MTPL-act section 3, a trailer and other towed appendages to a motor vehicle is regarded as a part of the towing vehicle when it is towed by the motor vehicle or is articulated to a motor vehicle in other circumstances. The regulations to this section states that when an unattached trailer as defined in the MTPL-act section 3 causes a damage, the MTPL insurance undertaker of the motor vehicle, which normally is towing the trailer, shall pay compensation. If the trailer normally is towed by different motor vehicles, the compensation should be equally distributed among the motor vehicles in question and to be covered by the MTPL-insurance for each vehicle regardless of whether they are insured by one or several different insurance undertakers, or have one or several different owners. If there is a dispute how the compensation should be divided and neither the owners nor the insurance undertakes seek a court decision, the Motor Insurers' Bureau settle the case. When an unattached trailer causes a damage and it is impossible to identify the towing vehicle, the Guarantee Fund has to pay the compensation to the claimant.</p>	No	No answer	
RO	No answer	No answer	Yes	<p>"The Insurer company pays ... and also for damages caused by trailers, semi-trailers, side-cars, lent only when these are attached to an insured vehicle, inclusively for damages produced because of an accidental detachment of these from vehicles".</p>	No		
SCG							
TN	No		No		No		

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TR			No		No		
UA	No	No answer	No	No answer	No	No answer	