

KEY INFORMATION FOR THE INJURED PARTY

(in case of damage arising from air carrier or aircraft operator liability)

of the insurer EUROHERC osiguranje d.d.

If you find yourself in a situation where you are an injured party in an aviation accident in the Republic of Croatia that occurred due to the use of an aircraft, it is important to be familiar with the claims processing procedure by the insurance company (hereinafter: the Insurer). This guide will provide you with basic information about the key elements of the claims' submission process and claims handling by the Insurer to help you better understand your rights during the claims processing procedure. According to the provisions of the Mandatory Traffic Insurance Act, the air carrier or aircraft operator is obliged to conclude a liability insurance contract for damage caused to passengers, baggage, cargo and third parties, caused by an aircraft registered in accordance with the provisions of the Act and EC Regulation No. 785/2004, if it is located in the territory of the Republic of Croatia or in its airspace.

A - WHAT TO DO IN CASE OF AN AVIATION ACCIDENT?

- a participant in an aviation accident where someone has lost their life or is injured is obligated to provide first aid to the injured, call emergency services, and remain at the accident site unless they themselves need medical attention
- a participant in an aviation accident where someone has lost their life or is injured is obligated to provide first aid to the injured, call emergency services, and remain at the accident site unless they themselves need medical attention:
 - fire, explosion, or major material damage
 - any other reason why you believe police should come to the aviation accident site (another participant leaves the accident site, refuses to provide personal information, in case of collision with an unregistered aircraft, in case of operating an aircraft without proper license, suspicion that the pilot is under the influence of alcohol/drugs, etc.) and conduct an on-site inspection of the aviation accident.
- take all possible measures within their power to eliminate new dangers that may occur at the accident site and ensure that the condition at the accident site remains unchanged
- take all possible measures to minimize the damage or, if possible, prevent greater damage from occurring
- exchange personal information and data about the aircraft and insurance companies with other accident participants
- if possible, document the damage: photograph the accident site, damage to aircraft or other damaged property, and other significant traces at the site.

B - FILING AN INSURANCE CLAIM

1. Where do I submit my claim?

- you submit your claim to the Insurer with whom the aircraft of the person responsible for the aviation accident is insured. You can verify aircraft ownership in the Croatian Civil Aircraft Registry at the website – www.ccaa.hr.

2. Who, how, and where submits the claim?

- the injured party (owner of the damaged aircraft or other damaged property, injured person, close relatives of the deceased person) or a person authorized by the injured party can submit a claim:
- in person at the Insurer's offices
 - by email at addresses that can be found at: <https://www.euroherc.hr/stete/>.

3. Documents and information required in the claims processing procedure?

- police report of the aviation accident on-site inspection and/or report from the Air, Maritime and Railway Traffic Accident Investigation Agency
- aircraft registration certificate from the Croatian Civil Aircraft Registry
- aircraft pilot license - of the person who was operating the aircraft at the time of the accident
- in case of bodily injury, medical documentation (from first examination to completion of treatment), and in case of death, death certificate, proof of kinship for close relatives who are entitled to compensation (birth certificates, residence certificates) and documentation for funeral and other expenses
- in case of property damage, proof of ownership of the damaged property, damage assessment, photographs of damaged property, repair invoice
- account number for payment (IBAN)
- information about the location where the aircraft is situated.

4. Additional important notes from the Insurer:

- when requesting data, the Insurer will limit itself only to necessary data (for example, in case of property damage, data contained in the police report and identification data, contact information, information about the method of compensation payment)
- the Insurer may request and direct you to submit additional documentation necessary for resolving the claim which it cannot obtain independently or if you possess it, in order to make the claims processing faster and more efficient
- the Insurer is obligated to communicate in a transparent and understandable manner and provide you with access to information about the progress of the procedure and deadlines for resolving the claim
- the Insurer must not condition the resolution of the claim or the payment of compensation or undisputed part of compensation on, for example, reaching a settlement, nor suggest this as the best or only way to resolve the claim.

5. What information can I expect from the insurance company immediately upon filing a claim?

- the Insurer will assign a unique number (case reference) to your claim (damage report), which you will use to track the claim status during the processing procedure at the insurance company
- indicate the date of claim registration (date of claim submission)
- provide information about further procedures for processing the claim
- the Insurer is obligated, upon receiving the claim, to immediately inform you of your rights, as well as the Insurer's obligations, and actively and without delay take necessary actions to fulfil its obligations. Already at this stage, for property damage, the Insurer can offer you to choose the method (options) of resolving the claim which can be: a) based on repair invoice, b) without repair invoice
- the Insurer is obligated to explain all resolution methods in a clear, transparent, and simple manner.

C - ASSESSMENT AND PROCESSING OF CLAIMS BY THE INSURANCE COMPANY

1. The Insurer will conduct damage inspection, i.e., assessment of damage amount.
2. Based on the assessment, the Insurer's appraiser will determine the damage and compile a so-called *Damage Inspection Report* with description (type of damage to the aircraft or other damaged property, parts for repair and/or replacement, corresponding number and type of work hours).
3. The *Damage Inspection Report* is delivered to the injured party/owner of the aircraft or other damaged property and/or service workshop (depending on the injured party's consent), and it does not represent a statement of liability by the Insurer.
4. You have the right to freely choose a service workshop for the repair of the aircraft or other damaged property, not just the one offered by the Insurer, while ensuring that this does not increase the damage or make it more difficult for the responsible Insurer to fulfil its obligations.

5. In case additional damage to the aircraft or other damaged property is discovered that was not recorded in the *Damage Inspection Report*, it is necessary to request the Insurer to conduct a subsequent damage inspection.
6. The Insurer will communicate with you or with a person you have authorized in the agreed manner, in accordance with standard business communication practices, unless a specific method of communication is legally required.
7. You have the right, at your own expense, to engage an independent expert to prepare findings and opinion, whereby the Insurer will provide detailed response to any potentially disputed elements of such findings and opinion.
8. Along with damage assessment, the Insurer also conducts verification of the amount and validity of the claim, i.e., its obligations based on the submitted documentation.

D - REASONED OFFER, SUBSTANTIATED RESPONSE, AND YOUR RIGHT TO COMPLAINT

1. The Insurer has a 60-day deadline from the date of receiving the claim to provide either a written reasoned offer for compensation or a written substantiated response if liability for compensation is disputed or when the amount of damage has not been fully determined.

a) The reasoned offer must contain:

- title of the decision, date of its adoption, and function/job title of the decision maker
- date of claim receipt and list of received and obtained documentation
- statement from the responsible Insurer confirming their obligation to pay compensation, and detailed explanation with stated decisive facts and legal basis
- the responsible Insurer must explain in a clear, simple, and understandable manner how they determined the assessed damage amount and the compensation amount to be paid
- statement that they will pay the compensation amount from the reasoned offer within 15 days from the date of sending the reasoned offer, whereby this payment deadline must be within 60 days from the date of receiving the claim
- detailed response to disputed points of the submitted findings and opinion of the independent expert and disputed items of the invoice or repair offer from the authorized service provider, when submitted
- instructions about the right to file a complaint, the method of filing a complaint against the Insurer's decision, and the 15-day deadline within which the Insurer will respond to that complaint.

b) The substantiated response must contain:

- when the Insurer has determined they are not liable for compensation:
 - title of the decision, date of its adoption, and function/job title of the decision maker
 - date of claim receipt and list of received and obtained documentation
 - Insurer's statement that they have determined they are not liable and detailed, simple, and understandable explanation with stated decisive facts and legal basis for the reasons of liability exclusion, taking into account all available documentation
 - detailed response to disputed points of the submitted findings and opinion of the independent expert related to liability for compensation
 - instructions about the method of filing a complaint against the Insurer's decision and the 15-day deadline within which the Insurer will respond to that complaint.
- when the responsible Insurer determines they are liable only for partial compensation:
 - title of the decision, date of its adoption, and function/job title of the decision maker
 - date of claim receipt and list of received and obtained documentation
 - Insurer's statement that they have determined they are liable only for partial compensation and detailed explanation with stated decisive facts and legal basis

- the responsible Insurer is obligated to explain in a clear, simple, and understandable manner how they arrived at the determined damage amount and the compensation amount to be paid, and explain any specific factors applied, include a statement that they will pay the undisputed amount from the substantiated response within 15 days from the date of sending the substantiated response, whereby this payment deadline can be shorter as it must be within 60 days from the date of receiving the claim, provide detailed response to disputed points of the submitted findings and opinion of the independent expert and disputed items of the invoice or repair offer from the authorized service provider, if submitted, and instructions about the method of filing a complaint against the Insurer's decision and the 15-day deadline within which the Insurer will respond to that complaint.

▪ when the responsible Insurer cannot fully determine the amount of damage:

- title of the decision, date of its adoption
- date of claim receipt and list of received and obtained documentation, statement from the responsible Insurer about their liability and that they cannot fully determine the amount of damage, and the reasons why they cannot fully determine the damage amount
- detailed explanation with stated decisive facts and legal basis
- the responsible Insurer is obligated to explain in a clear, simple, and understandable manner the reasons why they could not fully determine the damage amount, and how they arrived at the determined damage amount and compensation amount to be paid, and explain any specific factors applied
- statement that they will pay the undisputed amount within 15 days from the date of sending the substantiated response, whereby this payment deadline can be shorter as it must be within 60 days from the date of receiving the claim
- detailed response to disputed points of the submitted findings and opinion of the independent expert and disputed items of the invoice or repair offer from the authorized service provider, when submitted
- instructions about the method of filing a complaint against the Insurer's decision and the 15-day deadline within which the Insurer will respond to that complaint.

2. If the Insurer does not provide you with a reasoned offer for compensation or a substantiated response without delay, and no later than within 60 days from the date of receiving the claim, or a reasoned response, and if you cannot resolve the dispute amicably with the Insurer or through the Mediation Centre at the Croatian Insurance Bureau or through other peaceful means <https://mpu.gov.hr/mirno-rjesavanje-sporova-medijacija/26978>, you may seek protection of your rights through legal channels, i.e., you may file a lawsuit against the Insurer.

3. An injured party who is not satisfied with the Insurer's handling of the claims process may contact the Insurance Ombudsman at the Croatian Insurance Bureau and file a complaint with HANFA (Croatian Financial Services Supervisory Agency).