

COMITÉ EUROPÉEN DES ASSURANCES

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Annex 1 to doc. AU 4007/MU 4017 (01/04)
AU 3027/MU 3060 (02/03)
Paris, 20 February 2003

Agreement on the Exchange of Information between Information Centres under Article 5 of Directive 2000/26/EC

Whereas:

- 1) The Information Centres appointed or approved by the Member States of the European Economic Area in accordance with Article 5 of Directive 2000/26/EC desire to enter into an agreement to cooperate in exchanging information as specified in Article 5.
- 2) This agreement shall neither affect nor free any signatory centre from any obligation imposed upon it to process personal data in accordance with national measures taken pursuant to Directive 95/46/EC.
- 3) Information must be processed in an understandable form, albeit any translation of information shall not be the responsibility of the Responding Information Centre.
- 4) Information requested shall be provided without delay, that is, as quickly as possible; reasons shall be provided if the required information cannot be transmitted within 14 calendar days.
- 5) There shall be no obligation to exchange information other than that specified in Article 5 of the Directive, but Information Centres may, at their discretion supply further information provided their laws on data protection permit.
- 6) The European legal provisions currently in force permit an injured party to address the same claim for compensation simultaneously to several different entities in certain circumstances. This could result in a risk of fraudulent acts being committed which information centres could help detect given the information in their possession.

This additional task does not fall within the scope of application of Article 5 of the Directive 200/26/EC and if signatory centres were to respond to it this could only result from their voluntary and individual acceptance of it.

- 7) Similar organisations to the Information Centres in countries outside the European Economic Area may wish to adhere to this agreement.

Have entered into the following agreement:

1. Definitions

Requesting Information Centre – any information centre making an enquiry for information with a view to responding to a request it has received.

Responding Information Centre – any information centre receiving a request for information to which it is supposed to have access.

2. Purpose of the Agreement

The purpose of this agreement is to regulate cooperation between information centres as specified in Article 5 of Directive 2000/26/EC.

The provisions of the present agreement shall only apply to accidents occurring after 20 January 2003.

(Optional Clause – “To contribute to the prevention of duplication of compensations by an exchange of such information as may be permitted under the data protection laws in the States of the signatories to this Agreement”).

3. Conditions of admissibility of any request for information

Any request submitted by the requesting information centre shall fulfil the following conditions:

3.1 Regarding the information provided for in article 5.3. of Directive 2000/26/EC, it shall:

1. be sent via the internet, or by fax transmission or electronic mail (e-mail);
2. specify the registration number of the vehicle concerned, the date of accident and the Member State of residence of the injured party; and any further information as may assist in determining that the vehicle is insured in the State of the Responding Information Centre;
3. be submitted either in the language of the Responding centre or in English, French or German.

3.2 Regarding the information provided for in Article 5.4 1st sub-paragraph of Directive 2000/26/EC, it shall:

4. be sent by post to the responding centre and submitted either in the language of this centre or in English, French or German;
5. specify the registration number of the vehicle concerned, the date of the accident and the country in which it occurred as well as the Member State of residence of the injured party;
6. contain proof of the legitimate interest of the injured party in obtaining the requested information.

4. Information to be provided in response to a request for information

4.1 In response to any request for information specified in point 3.1, the Responding centre shall provide the following information valid at the date of the accident:

- the name and address of the insurance undertaking;
- the name and address of the insurance undertaking’s claims representative in the State of residence of the injured party.

- the number of the insurance policy if this is essential for the insurer to identify the contract.

If the vehicle concerned benefits in the member State where it is registered from the derogation provided for in Article 4(a) of Directive 72/166/EEC, the Responding centre shall provide the name and address of the body authorised to receive claims for compensation.

4.2 In response to the requests specified in point 3.2, the Responding centre shall provide the following information valid at the date of the accident:

- the name and address of the owner, usual driver or registered keeper of the vehicle.

If the proof of legitimate interest of the injured party does not comply with the legal provisions in force governing the processing of personal data in the Member State of establishment of the Responding centre, this centre shall inform the Requesting Information Centre of its impossibility to provide the requested information.

(Optional Clause)

The Responding centre shall provide any such other information that may be lawfully provided and which may prevent duplication of compensation.

5. Communication of information

Information is provided in good faith. However, should this information subsequently appear to be inaccurate or incomplete, the Responding centre shall not be held liable.

Information shall be provided as soon as the request is received. When the information requested is not directly accessible, the Responding centre shall so inform the Requesting centre within 14 calendar days and shall start, by all means available to it, an investigation the results of which it shall communicate at the earliest possible date.

Information shall be sent by Internet, electronic mail or fax transmission either in the language of the Requesting centre or in English, French or German.

6. Standard structure of data transmission

The transmission of data envisaged in the present agreement, with the exception of that referred to in article 4.2, shall be based on standards defined in a technical annex to the agreement.

7. Cost of Information Exchange/communication

No charge shall be made by a Responding Information Centre to a Requesting Centre for information supplied under the terms of this Agreement.

8. Lists of claims representatives designated by insurance undertakings

Each signatory body of the present Agreement shall set up and regularly update for each EEA Member State a file including for all insurance undertakings authorised for class 10 in their state, the identity and address of the claims representatives which it designated in that Member State. These files must appear on the Internet site of the body which established them and be accessible to and able to be downloaded separately or globally by all other signatory bodies.

9. Adherence of new signatories

Signature to this Agreement shall be mandatory for Information Centres from Member States of the European Economic Area.

Any body appointed by a State which is not a Member of the European Economic Area, in which it is established may apply to become a signatory to this Agreement. This application shall be accepted upon the agreement of 75% of the existing Signatories.

10. Cancellation

This Agreement is concluded for an indefinite period.

In the event that an Information Centre wishes to withdraw from this Agreement, it shall give a three month's notice by registered letter to the Secretariat of CEA which shall so inform the other Signatories as well as the Commission of the European Union if the appointing State is a member of the European Union.

11. Breaches of obligations under the Agreement

In the event that an Information Centre ceases to be authorised by the State which appointed it for this purpose, or finds itself unable to carry out this role, or unable to fulfil its obligations under this Agreement, notification of this situation shall be made to the Secretariat of CEA which will take such action as appropriate including informing the Commission of the European Union.

Should the intervention of CEA not produce any result this Information Centre shall be excluded from the Agreement upon the agreement of 75% of the existing Signatories.

12. Governing Law

This Agreement shall be interpreted by application of French Law.

13. Commencement Date

This Agreement is concluded between the Signatories set out below, in the form of two original copies in English and French.

The date of entry into force of the present agreement shall be established and communicated by the CEA Secretariat once it has obtained the signatures of 75% of the Information Centres in EEA Member States. The Secretariat shall inform signatories of any new membership together with its date of entry into force.

The Secretariat of CEA shall issue certified copies of this Agreement to the Signatories and anyone justifying a legitimate interest.

Member States of the European Union

AT – For Austria, in its capacity as Information Centre:

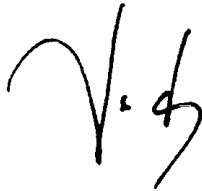
Verband der Versicherungsunternehmen
Österreichs



Signature:

Mr Günter ALBRECHT
(name and title)
Secretary

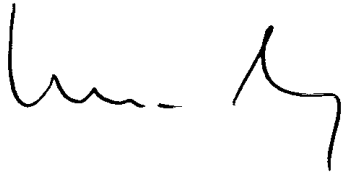
BE – For Belgium, in its capacity as Information Centre:



Signature:

Mr A. PIRE
(name and title)
Directeur général

DE – For Germany, in its capacity as Information Centre:




Signature:

Mr V. SONNENBURG
(name and title)
GESCHÄFTSFÜHRER



GDV
DIE DEUTSCHEN VERSICHERER
GDV Dienstleistungs-
GmbH & Co. KG
Glockengießerwall 1
20095 Hamburg



H. Beermann
Geschäftsführer

DK – For Denmark, in its capacity as Information Centre:



Signature:

Mr Assisens Manager
(name and title)

ES – For Spain, in its capacity as Information Centre:



Signature:

Mr Ana García Barón
(name and title)

estructura técnica y de desarrollo del comercio C. de España

FI – For Finland, in its capacity as Information Centre:

Signature:



Mr Janne Jumppanen
(name and title)

Liikennevakuutus keskus

FR – For France, in its capacity as Information Centre:

L'AGIRA

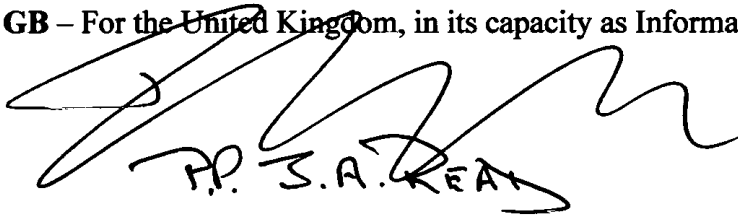
Signature:



Mr Philippe Aulans
(name and title)

Directeur

GB – For the United Kingdom, in its capacity as Information Centre:



P.P. S.A. READ

Signature:

Mr S.A. READ
(name and title)

CHIEF EXECUTIVE

GR – For Greece, in its capacity as Information Centre:

MINISTRY OF DEVELOPMENT
DIRECTION OF INSURANCE ENTREPRENEURS & ACTUARIES

Signature:



Ms MARIA KORONEOU
(name and title) DIRECTOR

IE – For Ireland, in its capacity as Information Centre:

Signature:

Mr

(name and title)

IT – For Italy, in its capacity as Information Centre:

Signature:



Mr

(name and title)

GIANCARLO GIANNINI
PRESIDENTE - DIRETTORE GENERALE

LU - For Luxembourg, in its capacity as Information Centre:

Signature:



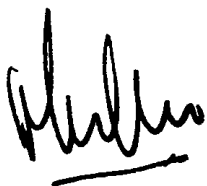
Mr

(name and title)

HANNELMANN PAUL
scrittura fidejussoria

NL – For Netherlands, in its capacity as Information Centre:

Signature:



Mr
(name and title)

T.J. Brees
SECRETARY GENERAL

PT - For Portugal, in its capacity as Information Centre:

Signature:



Mr ANTONIO PINHEIRO RAMOS
(name and title)

HEAD OF INTERNATIONAL RELATIONS DEPARTMENT

SE – For Sweden, in its capacity as Information Centre:

Signature:

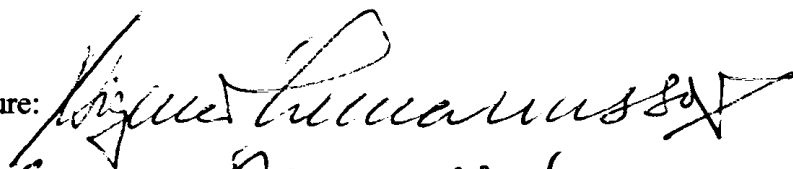


Mr Ola Schöningh
(name and title) Chief Legal Adviser

Member States of the European Economic Area

IS – For Iceland, in its capacity as Information Centre:


Signature:



Mr SIGMAR ARNARSSON
(name and title)

MANAGING DIRECTOR

LI - For Liechtenstein, in its capacity as Information Centre:

Signature: 

Mr
(name and title) Martin Metzler
President NBI

NO - For Norway, in its capacity as Information Centre:

Signature: 

Mr
(name and title) JAN C. KNUDSEN
MAN, DIRECTOR