

COMITÉ EUROPÉEN DES ASSURANCES

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AU 2070/MU 2090 (04/02)
29 April 2002

AGREEMENT BETWEEN COMPENSATION BODIES AND GUARANTEE FUNDS

The undersigned:

1. Whereas the European Parliament and Council Directive 2000/26/EC on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles (Fourth Motor Insurance Directive) imposes a requirement on Member States to set up or authorise a Compensation Body responsible for intervening on behalf of the injured parties covered by article 1 of the aforesaid directive under the circumstances set out in Articles 6 and 7;
2. Whereas, in accordance with the provisions in Article 6, the Compensation Body of a Member State which has compensated an injured party residing in that state shall be entitled to claim reimbursement of this compensation from the Compensation Body of the Member State in which the establishment of the insurance undertaking which produced the contract is situated;
3. Whereas, in accordance with the provisions in Article 7, the Compensation Body of a Member State which compensated an injured party residing in that state shall have a claim, depending on the case, against the Guarantee Fund of the Member State in which the vehicle is normally based the use of which was the cause of the accident or against the Guarantee Fund of the Member State in which the accident occurred;
4. Whereas, by virtue of Article 10, the entry into force of some of the provisions of the directive is subject to the conclusion of an agreement between the Compensation Bodies, set up or authorised by Member States, intended to define their tasks, obligations and reimbursement procedures;
5. Whereas since some Member States have not authorised as a Compensation Body the Guarantee Fund envisaged in Article 1 of Directive 84/5/EEC, it seemed desirable to envisage in this agreement two separate parties, one for situations referred to in Article 6, only binding on the Compensation Bodies, the other for the situations referred to in Article 7, binding on the Compensation Bodies and the Guarantee Funds;

have concluded this agreement.

DEFINITIONS

For the purposes of this agreement:

- a) "insurance undertaking" means an undertaking which has received its official authorisation in accordance with Article 6 or Article 23 (2) of Directive 73/239/EEC;
- b) "establishment" means the head office, agency or branch of an insurance undertaking defined in Article 2, point c) of Directive 88/357/EEC;
- c) "vehicle" is a vehicle as defined in Article 1.1 of Directive 72/166/EEC;
- d) "injured party" means an injured party as defined in Article 1.2 of Directive 72/166/EEC;
- e) "the Member State in which the vehicle is normally based" means the territory where the vehicle is normally based as defined in Article 1 (4) of Directive 72/166/EEC;
- f) "National Insurers' Bureau" means the Organisation as defined in Article 1.3 of Directive 72/166/EEC.

FIRST PART

Section I: Aim

Clause 1

The aim of the first part of this Agreement, within the framework of Article 6 of Directive 2000/26/EC, is to define the functions and obligations of the undersigned Compensation Bodies and the procedures for reimbursement.

Section II: Functions and obligations of the Compensation Bodies

Clause 2

Each signatory has the function, in its capacity as a Compensation Body authorised by the Member State in which it is established, of compensating the injured parties following an accident that comes within the scope of Directive 2000/26/EC as defined in Article 1 of that Directive, where one of the following situations arises:

2.1. if, within three months of the date when the injured party presented his claim for compensation to the insurance undertaking of the vehicle the use of which caused the accident or to its claims representative, the insurance undertaking or its claims representative has not provided a reasoned reply to the points made in the claim; or

2.2. if the insurance undertaking has failed to appoint a claims representative in the State of residence of the injured party in accordance with Article 4, (1) of Directive 2000/26/EC.

Clause 3

3.1. In either of the situations referred to in Clause 2 above, the Compensation Body which has received a claim for compensation must immediately inform:

- 3.1.1. the insurance undertaking of the vehicle the use of which caused the accident or the claims representative,
- 3.1.2. the Compensation Body in the Member State of the insurance undertaking's establishment which issued the policy,
- 3.1.3. if known, the person who caused the accident,
- 3.1.4. if the accident was caused by a vehicle normally based in a country other than that in which the accident occurred, the National Insurers' Bureau of the place of the accident.

that it has received a claim from the injured party and that it will take action in response to that claim within two months of the presentation of that claim.

3.2. The Compensation Body shall take action within two months of the date when the injured party presents a claim for compensation to it but shall terminate its action if, within that period, the insurance undertaking, or its claims representative, makes a reasoned reply to the claim following the information which was communicated to it in accordance with Clause 3.1.

Once this two-month period has expired, the competent compensation body shall proceed to handle the injured party's claim, notwithstanding any subsequent reply given by the insurance undertaking or its representative.

3.3. The competent Compensation Body shall refrain or cease from intervening in favour of injured parties who have taken legal action directly against the insurance undertaking and, in the situation referred to in Clause 2.2 of this agreement, when the injured party has presented a claim for compensation directly to the insurance undertaking of the vehicle which caused the accident and he has received a reasoned reply within a period of three months from the presentation of the claim.

3.4. Save as herein provided, the Compensation Body shall be the sole body responsible for compensating the injured party or his/her legal beneficiaries. It shall however:

- answer requests for information sent to it by the Compensation Body responsible for reimbursement to enable inter alia the claim to be assessed;
- apply, when determining liability and assessing compensation, the applicable law of the country in which the accident occurred;

3.5. The Compensation Body of the Member State in which the accident took place, even though it is not responsible for the reimbursement described in Section III below, shall provide, upon request, to the Compensation Body to which a claim for compensation has been made, all necessary advice assistance and information - in particular on the content of the applicable law - and all documents it has available relating to the accident which this body wishes to obtain.

Section III: Reimbursement procedures

Clause 4

4.1. The Compensation Body which pays compensation to an injured party shall be reimbursed upon request by the Compensation Body of the Member State in which is situated the establishment of the insurance undertaking which produced the contract. The reimbursement includes, to the exclusion of everything else, the following:

- 4.1.1. the amount paid in compensation to the injured party or his/her beneficiaries, specifying the amounts paid as material damage and as bodily injury;
- 4.1.2. the sums paid for external services - such as, for example, experts', lawyers' or doctors' fees - inherent in the instruction and the in or out-of-court settlement of the claim;
- 4.1.3. the handling fees covering all other costs as defined by Clause 4.3 hereof.

4.2. The amount to be reimbursed may only be disputed by the final paying body if the Compensation Body which settled the injured party's claim has ignored objective material information given to it or has not observed the rules of applicable law.

This possible redress may not however be exercised by the paying body which has not provided the information asked of it vis-à-vis sums referred to in Clause 4.1.1.; or if the final paying body has not responded to a request for agreement on compensation, made by the competent body for dealing with the injured party's claim, within one month after presentation of this request; or if it agreed to such a settlement.

4.3. The handling fees referred to under Clause 4.1.3. cover all other costs regardless of the number of injured parties compensated following the same accident. They shall be calculated at the rate of 15% of the total of the sums mentioned in Clause 4.1.1. subject to a minimum and maximum amount the level of which is determined by the decision of the Compensation Bodies based on a proposal sent to the Secretary General of the CEA by at least five Compensation Bodies. This proposal shall be binding on all Compensation Bodies once it has been approved by three-quarters of them.

If the body which received the claim for compensation from the victim has not provided the information envisaged in Clauses 3.1.1. and 3.1.2., it shall only be entitled to half the amount which it may justifiably seek under Clause 4-1.

4.4. The request for reimbursement shall be sent by fax or e-mail. Adequate documentary evidence shall be sent by any means. A request for additional documentation shall not justify a delay in reimbursement.

4.5. Claims for interim reimbursement may be sent when compensation has been paid to an injured party or his/her legal beneficiaries of an amount equivalent to EUR five thousand at least, it being agreed that handling fees may not be claimed before the final settlement of any claims relating to the same accident, unless otherwise agreed between the Compensation Bodies concerned.

4.6. The request for interim or final reimbursement shall state that the amounts due are payable in the country and the currency of the handling Compensation Body, net of all charges, within thirty days of the request and that thereafter interest on arrears calculated at a rate of 12% per year on the amount claimed from the date of the request till that of the receipt of the outstanding sums due by the beneficiary's bank shall be due ipso jure.

4.7. When, following the payment of the claim for reimbursement, a file relating to a claim for compensation is re-opened, or when a new claim due to the same accident is presented, the outstanding balance for handling fees, if there is one, shall be calculated in accordance with the provisions in force when the request for reimbursement is presented in connection with the re-opened or new claim.

4.8. Minimum handling fees determined by Compensation Bodies in compliance with the procedure described in Clause 4.3. above, may be claimed when the claim for compensation after a genuine act of handling has not resulted in a payment to the victim.

Merely opening a « pro forma » file cannot justify the demand for a minimum handling fee. On the other hand, the costs mentioned in point 4.1.2 incurred during the two-month period referred to in point 3.2 may be the subject of a claim for reimbursement.

SECOND PART

Section I: Aim

Clause 5

The aim of the second part of this Agreement, is to define the tasks and obligations of the undersigned Compensation Bodies and Guarantee Funds within the framework of Article 7 of Directive 2000/26/EC as well as the reimbursement procedures.

Section II: Functions and obligations of Compensation Bodies and Guarantee Funds

Clause 6

The function of each signatory Compensation Body, in its capacity as the Compensation Body recognised by the Member State where it is established, is to compensate injured parties following an accident which comes within the scope of Directive 2000/26/EC as defined in Article 1 of that Directive, where one of the following two situations arises:

6.1. where identification of the vehicle is not possible;

6.2. if, within a period of two months following the accident, it is impossible to identify the insurance undertaking.

Clause 7

7.1. In either of the situations referred to in Clause 6 above, the Compensation Body which has received a claim must immediately inform, depending on the circumstances, either the Guarantee Fund defined in Article 1 of Directive 84/5/EEC of the Member State in which the accident took place or the Guarantee Fund of the Member State in which the road traffic vehicle which caused the accident is normally based.

7.2. When it makes a compensation payment to an injured party, the Compensation Body shall:

- reply to requests for information enabling the claim to be assessed, which it receives from the final paying body for reimbursement (Guarantee Fund),
- apply, in evaluating liability and assessing compensation, the law of the country in which the accident occurred,
- comply with the provisions of Article 1 of Directive 84/5/EEC.

7.3. The Guarantee Fund of the Member State in which the accident took place, even though it is not responsible for the reimbursement described in Section III below, shall provide, upon request, to the Compensation Body to which a claim for compensation has been made, all necessary advice assistance and information - in particular on the content of the applicable law - and all documents it has available relating to the accident which this body wishes to obtain.

Section III: Reimbursement procedures

Clause 8

8.1. When a Compensation Body has compensated upon request an injured party, it is entitled to receive, depending on the circumstances of the accident, either from the Guarantee Fund of the Member State in which the accident took place or from the Guarantee Fund of the Member State in which the road traffic vehicle which caused the accident is normally based, reimbursement containing, to the exclusion of everything else, the following:

- 8.1.1. the amount paid in compensation to the injured party or his/her beneficiaries; specifying the amounts paid as material damage and as bodily injury;
- 8.1.2. the sums paid for external services - such as, for example, experts', lawyers' or doctors' fees - inherent in the instruction and the in or out-of-court settlement of the claim;
- 8.1.3. the handling fees covering all other costs as defined by Clause 8.3 hereof.

8.2. The amount to be reimbursed may only be disputed by the final paying Guarantee Fund if the Compensation Body which settled the injured party's claim has ignored objective material information given to it or has not observed the rules of applicable law.

This possible redress may not however be exercised by the paying Guarantee Fund which has not provided the information asked of it vis-à-vis sums referred to in Clause 8.1.1.; or if the final paying Guarantee Fund has not responded to a request for agreement on compensation, made by the competent body for dealing with the injured party's claim, within one month after presentation of this request; or if it agreed to such a settlement.

8.3. The handling fees referred to under Clause 8.1.3. cover all other costs regardless of the number of injured parties compensated following the same accident. They shall be calculated at the rate of 15% of the total of the sums mentioned in Clause 8.1.1. subject to a minimum and maximum amount the level of which is determined by a decision of the Compensation Bodies based on a proposal sent to the Secretary General of the CEA by at least five Compensation Bodies. This proposal becomes effective when it has received the agreement of three-quarters of the signatory Compensation Bodies and Guarantee Funds.

If the body which received the claim for compensation from the victim has not provided the information envisaged in Clause 7-1, it shall only be entitled to half the amount which it may justifiably seek under Clause 8-1.

8.4. The request for reimbursement shall be sent by fax or e-mail. Adequate documentary evidence shall be sent by any means. A request for additional documentation shall not justify a delay in reimbursement.

8.5. Claim for interim reimbursement may be sent when compensation has been paid to an injured party or his/her legal beneficiaries of an amount equivalent to EUR five thousand at least, it being agreed that handling fees may not be claimed before the final settlement of any claims relating to the same accident unless otherwise agreed between the bodies concerned.

8.6. The request for interim or final reimbursement shall state that the amounts due are payable in the country and the currency of the handling Compensation Body, net of all charges, within thirty days of the request and that thereafter interest on arrears calculated at a rate of 12% per year on the amount claimed from the date of the request till that of the receipt of the outstanding sums due by the beneficiary's bank shall be due ipso jure.

8.7. When, following the payment of the claim for reimbursement, a file relating to a claim is re-opened, or when a new claim due to the same accident is presented, the outstanding balance for handling fees, if there is one, shall be calculated in accordance with the provisions in force when the request for reimbursement is presented in connection with the re-opened or new claim.

8.8. Minimum handling fees determined by Compensation Bodies and Guarantee Funds in compliance with the procedure described in Clause 8.3. above, may be claimed when the claim for compensation after a genuine act of handling has not resulted in a payment to the victim.

Merely opening a « pro forma » file cannot justify the demand for a minimum handling fee. On the other hand, the costs mentioned in point 8.1.2 may be the subject of a claim for reimbursement.

JOINT PROVISIONS

Section I: Arbitration

Clause 9

Any dispute, controversy or claim arising from this agreement or linked to this agreement or to an infringement of this agreement, its resolution or its nullity, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Regulations (United Nations Commission on International Trade Law) currently in force.

The appointing authority shall be the President or failing that one of the Vice Presidents of the "Motor Insurance" Committee of the Comité Européen des Assurances.

The appointing authority shall issue a schedule of fees for arbitrators or failing that and on request from the parties furnish a statement setting forth the basis for establishing fees which is customarily followed in similar international cases.

The arbitral tribunal shall take into account that schedule of fees or this statement on applicable fees.

The number of arbitrators is fixed at three.

The languages to be used for arbitration are English, French or German.

Recourse to arbitration shall not affect the obligation to reimburse compensation paid or to settle the handling fees referred to in Clauses 4 and 8.

The decision arising out of arbitration shall cover the assumption of the cost of the arbitration procedure.

Section II: Term of the Agreement

Clause 10

This agreement shall be concluded for an indefinite period.

If a signatory ceases to be authorised as the Compensation Body or Guarantee Fund in the Member State which appointed it for this purpose or finds itself unable to carry out this role, it shall immediately notify the Secretary General of the Comité Européen des Assurances accordingly which shall inform the European Commission and the other Signatories without delay.

The CEA Secretariat shall then take all the necessary measures, in consultation with the European Commission, with a view to ensuring the smooth operation of this agreement. In any event, the Compensation Body or the Guarantee Fund designated to replace the one which has ceased to function shall assume vis-à-vis the other signatories of this Agreement all financial debts and commitments of its predecessor.

Section III: Entry into force of the agreement

Clause 11

This Agreement is concluded between the Signatories mentioned in Section IV below, in the form of two original copies in English and French on 29 April 2002 in Brussels.

The date of its entry into force shall be fixed by the European Commission and communicated to the Signatories by the CEA Secretariat.

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

Section IV: Signature

The following Compensation Bodies are signatories of the first part and joint provisions of this Agreement:

Member States of the European Union

AT – For Austria, in its capacity as a Compensation Body:

**Fachverband der Versicherungsunternehmen
represented by
Verband der Versicherungsunternehmen Österreichs
Schwarzenbergplatz 7
1030 Wien**

Signature:

**M. Günter ALBRECHT
Secretary**

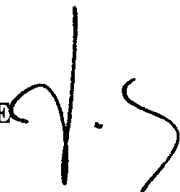


BE – For Belgium, in its capacity as a Compensation Body:

**Fonds commun de garantie automobile
21 rue de la Science
1040 Bruxelles**

Signature:

**Mr Alain PIRE
Directeur**



DE – For Germany, in its capacity as a Compensation Body:

**Verkehrsofferhilfe e. V. (VOH)
Glockengießerwall 1
20095 Hamburg**

Signature:

**Mr Ulf LEMOR
Managing Director**



DK – For Denmark, in its capacity as a Compensation Body:

DFIM

Signature:

Mr

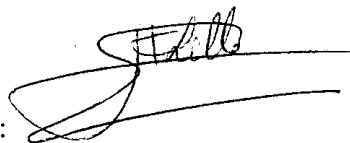
(name and title)

Jens Peter Tranberg
Jens Peter Tranberg
Assistant manager

ES – For Spain, in its capacity as a Compensation Body:

OFESAUTO
Sagasta, 18
28004 MADRID

Signature:

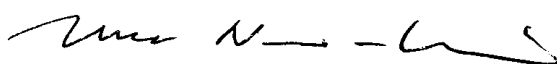


Mr José Ignacio LILLO CEBRIÁN
Président

FI – For Finland, in its capacity as a Compensation Body:

LIIKENNEVAKUUTUSKESKUS
Bulevardi 28
00120 HELSINKI

Signature:

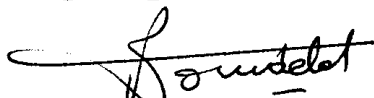


Ms Ulla NIKU-KOSKINEN
Managing Director

FR – For France, in its capacity as a Compensation Body:

*Fonds de garantie contre les accidents de circulation
et de chose*

Signature:



Mr

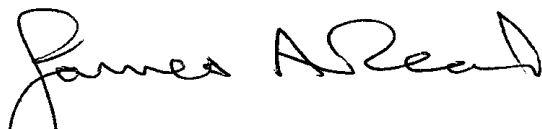
(name and title)

Alain BOURDELAT
Directeur général

GB – For the United Kingdom, in its capacity as a Compensation Body:

MOTOR INSURERS' BUREAU

Signature:



Mr

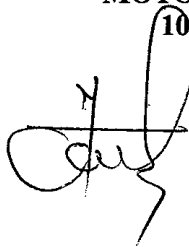
(name and title)

JAMES A. READ *Chief Executive*

GR – For Greece, in its capacity as a Compensation Body:

MOTOR INSURERS' BUREAU
10, Xenophonos Street
105 57 ATHENS

Signature :



Mr George TZANIS
Secretary General

IE - For Ireland, in its capacity as a Compensation Body:


MOTOR INSURERS' BUREAU OF IRELAND
DUBLIN 2.

Signature: 

Mr
(name and title) MICHAEL HALLIGAN, CHIEF EXECUTIVE

IT - For Italy, in its capacity as a Compensation Body:

CONSAP
Via Yser, 14
00198 ROMA

Signature: 

Mr Prof. Luigi SCIMIA
Amministratore Delegato

LU - For Luxembourg, in its capacity as a Compensation Body:

Fonds Commun de Garantie Automobile
75, rue de Mamer
8081 BERTRANGE

Signature:

(Mr Paul-Charles ORIGER
Secrétaire Général Adjoint) *cc.*

*Paul Hamuncluan
scritain finiel*

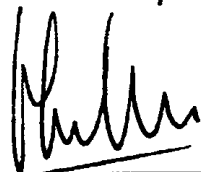


NL - For Netherlands, in its capacity as a Compensation Body:

WAARBORGFONDS MOTORVERKEER
Pb. 3003
2280 179 Rijswijk

Signature:

Mr
(name and title)



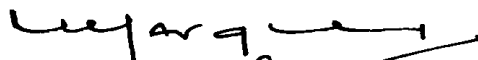
- DIRECTEUR

PT - For Portugal, in its capacity as a Compensation Body:

FUNDO DE GARANTIA AUTOMÓVEL
AV. DA REPÚBLICA, 59-4º
1050-189 LISBOA

Signature:

Mr
(name and title)


CARLOS MARQUES
DIRECTOR

SE – For Sweden, in its capacity as a Compensation Body:

Trafikförsäkringsföreningen (TFP)
S/11587 Stockholm
Suede

Signature:



Mr
(name and title)

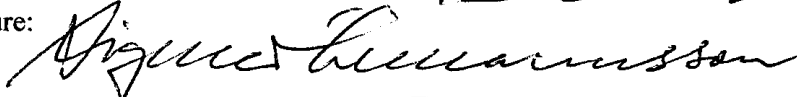
Managing Director

Member States of the European Economic Area

IS – For Iceland, in its capacity as a Compensation Body:

ALÞJÓÐLEGAR BÍFREIÐATRYGGINGAR Á ÍSLANDI SF.
SUIDURLANDSBRÁUT 6
108 REYKJAVÍK, ICELAND

Signature:



Mr
(name and title)

MANAGING DIRECTOR

LI - For Liechtenstein, in its capacity as a Compensation Body:

NATIONALER GARANTIEFONDS
DES FÜRSTENTUMS LIECHTENSTEIN (NSF)

Signature:



Mr
(name and title)

M. METZLER
PRESIDENT

NO – For Norway, in its capacity as a Compensation Body:

Norwegian Motor Insurers' Bureau
Box 2551 Solli
0202 OSLO

Signature :



Mr Jan G. KNUDSEN
Managing Director

The following Compensation Bodies and Guarantee Funds are signatories of the second part and joint provisions of this Agreement:

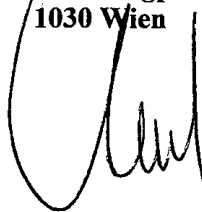
Member States of the European Union

AT – For Austria, in its capacity as a Compensation Body:

**Fachverband der Versicherungsunternehmen
represented by
Verband der Versicherungsunternehmen Österreichs
Schwarzenbergplatz 7
1030 Wien**

Signature:

**Mr Günter ALBRECHT
Secretary**

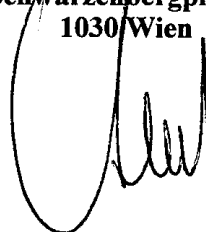


AT – For Austria, in its capacity as a Guarantee Fund:

**Fachverband der Versicherungsunternehmen
represented by
Verband der Versicherungsunternehmen Österreichs
Schwarzenbergplatz 7
1030 Wien**

Signature:

**Mr Günter ALBRECHT
Secretary**



BE – For Belgium, in its capacity as a Compensation Body:

**Fonds commun de garantie automobile
21 rue de la Science
1040 Bruxelles**

Signature:

**Mr Alain PIRE
Directeur**



BE – For Belgium, in its capacity as a Guarantee Fund:

**Fonds commun de garantie automobile
21 rue de la Science
1040 Bruxelles**

Signature:

**Mr Alain PIRE
Directeur**



DE – For Germany, in its capacity as a Compensation Body:
Verkehrsofopferhilfe e. V. (VOH)
Glockengießerwall 1
20095 Hamburg

Signature:

Mr Ulf LEMOR
Managing Director



DE – For Germany, in its capacity as a Guarantee Fund:
Verkehrsofopferhilfe e. V. (VOH)
Glockengießerwall 1
20095 Hamburg

Signature:

Mr Ulf LEMOR
Managing Director





DK – For Denmark, in its capacity as a Compensation Body:

DFIM

Signature:

Mr
(name and title)


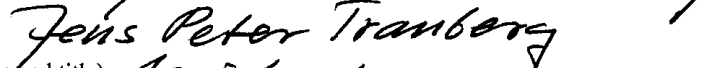


Assistant manager

DK – For Denmark, in its capacity as a Guarantee Fund:

DFIM

Signature:

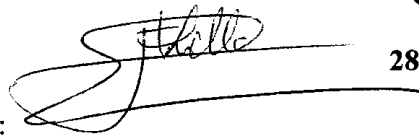
Mr
(name and title)



Assistant manager

ES – For Spain, in its capacity as a Compensation Body:

OFESAUTO
Sagasta, 18
28004 MADRID

Signature:



Mr José Ignacio LILLO CEBRIÁN
Président

ES – For Spain, in its capacity as a Guarantee Fund:

Consorcio de Compensación de Seguros
Serrano, 69
28006 MADRID

Signature:



Ms Ana GARCÍA BARONA
Directrice Technique et de Réassurance

FI – For Finland, in its capacity as a Compensation Body:

LIIKENNEVAKUUTUSKESKUS
Bulevardi 28
00120 HELSINKI

Signature:



Ms Ulla NIKU-KOSKINEN
Managing Director

FI – For Finland, in its capacity as a Guarantee Fund:

LIIKENNEVAKUUTUSKESKUS
Bulevardi 28
00120 HELSINKI

Signature:

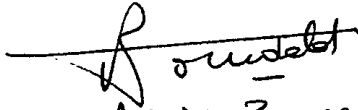


Ms Ulla NIKU-KOSKINEN
Managing Director

FR – For France, in its capacity as a Compensation Body:

Fonds de garantie contre les accidents de circulation
et de chose

Signature:



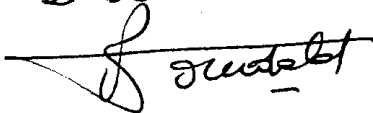
Mr
(name and title)

Alain BOURDELAT
Directeur général

FR – For France, in its capacity as a Guarantee Fund:

Fonds de garantie contre les accidents de circulation
et de chose

Signature:



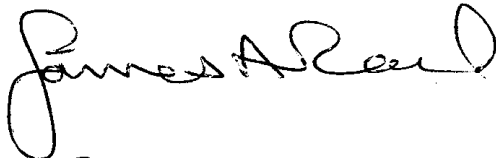
Mr
(name and title)

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Directeur général

GB – For the United Kingdom, in its capacity as a Compensation Body:

MOTOR INSURERS' BUREAU

Signature:



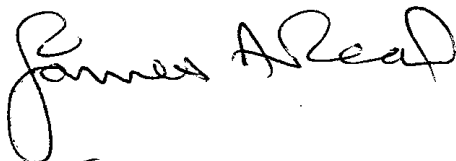
Mr
(name and title)

JAMES A. READ Chief Executive

GB – For the United Kingdom, in its capacity as a Guarantee Fund:

MOTOR INSURERS' BUREAU

Signature:



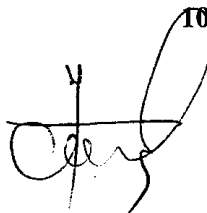
Mr
(name and title)

JAMES A. READ Chief Executive

GR – For Greece, in its capacity as a Compensation Body:
MOTOR INSURERS' BUREAU
10, Xenophontos Street
105 57 ATHENS

Signature :

Mr George TZANIS
Secretary General

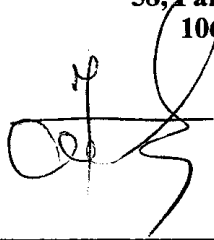


GR – For Greece, in its capacity as a Guarantee Fund:
AUXILIARY FUND FOR THE INSURANCE OF LIABILITY
ARISING OUT OF MOTOR ACCIDENTS
58, Panepistimiou Street
106 78 ATHENS

Signature :

M. George TZANIS
Secretary General

By Authorization



IE – For Ireland, in its capacity as a Compensation Body:

MOTOR INSURERS' BUREAU OF IRELAND
DUBLIN 2

Signature:



Mr

(name and title)

MICHAEL HALLIGAN, CHIEF EXECUTIVE

IE – For Ireland, in its capacity as a Guarantee Fund:

MOTOR INSURERS' BUREAU OF IRELAND
DUBLIN 2

Signature:



Mr

(name and title)

MICHAEL HALLIGAN, CHIEF EXECUTIVE

IT – For Italy, in its capacity as a Compensation Body:

CONSAP
Via Yser, 14
00198 ROMA

Signature :

Mr Prof. Luigi SCIMIA
Amministratore Delegato

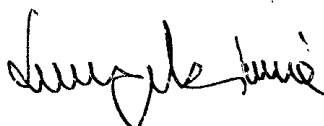


IT – For Italy, in its capacity as a Guarantee Fund:

CONSAP
Via Yser, 14
00198 ROMA

Signature :

Mr Prof. Luigi SCIMIA
Amministratore Delegato



LU - For Luxembourg, in its capacity as a Compensation Body:

Fonds Commun de Garantie Automobile
75, rue de Mamer
8081 BERTRANGE

Signature :

Mr Paul-Charles ORIGER
Secrétaire Général Adjoint } l2

Paul Hammeleusum
secrétaire général




LU - For Luxembourg, in its capacity as a Guarantee Fund:

Fonds Commun de Garantie Automobile
75, rue de Mamer
8081 BERTRANGE

Signature :

Mr Paul-Charles ORIGER
Secrétaire Général Adjoint } l2

Paul Hammeleusum
secrétaire général



NL - For Netherlands, in its capacity as a Compensation Body:

WAARBORGFONDS MOTORVERKEER

Pb. 3003

2280 MG. Rijswijk

Signature:

Mr
(name and title)



DIRECTOR

NL - For Netherlands, in its capacity as a Guarantee Fund:

WAARBORGFONDS MOTORVERKEER

Pb 3003

2280 MG. Rijswijk

Signature:

Mr
(name and title)



DIRECTOR

PT - For Portugal, in its capacity as a Compensation Body:

FUNDO DE GARANTIA AUTOMÓVEL

AV. DA REPÚBLICA, 59-4º

1050-189 LISBOA

Signature:

Mr
(name and title)



CARLOS MARQUES

DIRECTOR

PT - For Portugal, in its capacity as a Guarantee Fund:

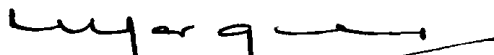
FUNDO DE GARANTIA AUTOMÓVEL

AV. DA REPÚBLICA, 59-4º

1050-189 LISBOA

Signature:

Mr
(name and title)



CARLOS MARQUES

DIRECTOR

SE – For Sweden, in its capacity as a Compensation Body:

Trafikförsäkringsföreningen (TFF)
S 115 87 Stockholm
Suède (Sweden)

Signature:

Ulf Blomgren

Mr

(name and title)

Managing Director

SE – For Sweden, in its capacity as a Guarantee Fund:

Trafikförsäkringsföreningen (TFF)
S 115 87 Stockholm
Sweden

Signature:

Ulf Blomgren

Mr

(name and title)

Managing Director

Member States of the European Economic Area

IS – For Iceland, in its capacity as a Compensation Body:

ALÞJÓÐLEGAR ÞJEFREIÐATRYGGINGAR Á ÍSLANDI S
SUDURLANDSTRAUT 6
108 REYKJAVÍK, ICELAND

Signature:

Dagur Guðmundsson

Mr

(name and title)

MANAGING DIRECTOR

IS – For Iceland, in its capacity as a Guarantee Fund:

ALÞJÓÐLEGAR ÞJEFREIÐATRYGGINGAR Á ÍSLANDI SF
SUDURLANDSTRAUT 6
108 REYKJAVÍK, ICELAND

Signature:

Dagur Guðmundsson

Mr

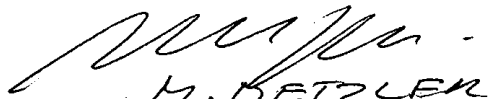
(name and title)

MANAGING DIRECTOR

LI - For Liechtenstein, in its capacity as a Compensation Body:

NATIONALER GARANTIEFONDS
DES FÜRSTENTUMS LIECHTENSTEIN
(NGF)

Signature:

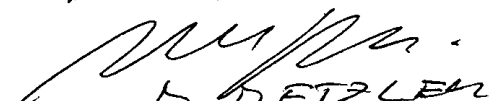

M. METZLER
PRESIDENT

Mr
(name and title)

LI - For Liechtenstein, in its capacity as a Guarantee Fund

NATIONALER GARANTIEFONDS
DES FÜRSTENTUMS LIECHTENSTEIN
(NGF)

Signature:


M. METZLER
PRESIDENT

Mr
(name and title)

NO - For Norway, in its capacity as a Compensation Body:
Norwegian Motor Insurers' Bureau
Box 2551 Solli
0202 OSLO

Signature :


Mr Jan G. KNUDSEN
Managing Director

NO - For Norway, in its capacity as a Guarantee Fund:
Norwegian Motor Insurers' Bureau
Box 2551 Solli
0202 OSLO

Signature :


Mr Jan G. KNUDSEN
Managing Director