COMMISSION DECISION

of 30 May 1991

relating to the application of Council Directive 72/166/EEC on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles and to the enforcement of the obligation to insure against such liability

(91/323/EEC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community,

Having regard to Council Directive 72/166/EEC of 24 April 1972 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles and to the enforcement of the obligation to insure against such liability [1], as last amended by Directive 90/232/EEC [2], and in particular Articles 2 (2) and 7 (3) thereof,

Whereas the present relationships between the national insurers' bureaux of the Member States, Austria, Finland, Norway, Sweden, Switzerland, Hungary and Czechoslovakia as defined in Article 1 (3) of Directive 72/166/EEC ('bureaux') which collectively provide for the practical means to abolish insurance inspection in the case of vehicles normally based in the territories of the 19 countries, are governed by the following agreements supplementary to the uniform agreement on the green card system between national insurers' bureaux of 2 November 1951 ('supplementary agreements') which have been concluded:

— on 12 December 1973 between the bureaux of the nine Member States and those of Austria, Finland, Norway, Sweden and Switzerland and extended on 15 March 1986 to the bureaux of Portugal and Spain and on 9 October 1987 to the bureau of Greece,

— on 22 April 1974 between the 14 original signatories of the supplementary agreement of 12 December 1973 and the bureau of Hungary,

— on 22 April 1974 between the 14 original signatories of the supplementary agreement of 12 December 1973 and the bureau of Czechoslovakia,

— on 14 March 1986 between the bureau of Greece and those of Czechoslovakia and Hungary;

Whereas the Commission subsequently adopted Decisions 74/166/EEC [3], 74/167/EEC [4], 75/23/EEC [5], 86/218/EEC [6], 86/219/EEC [7], 86/220/EEC [8], 88/367/EEC [9], 88/368/EEC [10] and 88/369/EEC [11] relating to the application of Directive 72/166/EEC requiring each Member State to refrain from making checks on insurance against civil liability in respect of vehicles which are normally based in the European territory of another Member State or in the territories of Hungary, Czechoslovakia, Sweden, Finland, Norway, Austria and Switzerland and which are the subject of the supplementary agreements;

Whereas the bureaux have reviewed and unified the texts of the supplementary agreements and replaced them by a single agreement ('the multilateral guarantee agreement') which was concluded on 15 March 1991 in conformity with the principles laid down in Article 2 (2) of Directive 72/166/EEC;

Whereas the Commission's Decisions pertaining to the supplementary agreements requiring Member States to refrain from making checks on insurance against civil liability on vehicles which are normally based in the European territory of another Member State or in the territories of Hungary, Czechoslovakia, Sweden, Finland, Norway, Austria and Switzerland should therefore be annulled and replaced by the present Decision,

HAS ADOPTED THIS DECISION:

Article 1

As from 1 June 1991, each Member State shall refrain from making checks on insurance against civil liability in respect of vehicles which are normally based in the European territory of another Member State or in the territory of Hungary, Czechoslovakia, Sweden, Finland, Norway, Austria and Switzerland and which are the subject of the multilateral guarantee agreement between national insurers' bureaux of 15 March 1991.

[1] OJ No L 103, 2. 5. 1972, p. 1.
[2] OJ No L 129, 19. 5. 1990, p. 35.
[3] OJ No L 87, 30. 3. 1974, p. 13.
[4] OJ No L 87, 30. 3. 1974, p. 14.
[5] OJ No L 6, 10. 1. 1975, p. 33.
[6] OJ No L 153, 7. 6. 1986, p. 52.
[7] OJ No L 153, 7. 6. 1986, p. 53.
[8] OJ No L 153, 7. 6. 1986, p. 54.
[9] OJ No L 181, 12. 7. 1988, p. 45.
[10] OJ No L 181, 12. 7. 1988, p. 46.
[11] OJ No L 181, 12. 7. 1988, p. 47.

Article 2

This Decision annuls and replaces Commission Decisions 74/166/EEC, 74/167/EEC, 75/23/EEC, 86/218/EEC, 86/219/EEC, 86/220/EEC, 88/367/EEC, 88/368/EEC and 88/369/EEC as of 1 June 1991.

Article 3

Member States shall forthwith inform the Commission of measures taken to apply this Decision.

Article 4

This Decision is addressed to the Member States.

Done at Brussels, 30 May 1991.

For the Commission

Leon BRITTAN

Vice-President

ANNEX

THE MULTILATERAL GUARANTEE AGREEMENT BETWEEN NATIONAL INSURERS' BUREAUX

of 15 March 1991

PREAMBLE

THE BUREAUX OF THE SIGNATORIES,

Having regard to Recommendation No 5, adopted on 25 January 1949 by the Principal Working Party on Road Transport of the Inland Transport Committee of the Economic Commission for Europe of the United Nations, as amended by Annex 2 to the Consolidated Resolution on the Facilitation of Road Transport adopted by the Principal Working Party in its Session of 25 to 29 June 1984 (hereinafter referred to as the 'Geneva recommendations'),

Whereas the council of bureaux, to which all the signatory bureaux mentioned in Article 9 of this agreement adhere, is the body responsible in conjunction with the Principal Working Party on Road Transport, for the mangement and operation of the international third party motor insurance system (hereinafter referred to as 'the green card system') and for ensuring that all members of the council act in accordance with the said Geneva recommendations,

Having regard to Council Directive 72/166/EEC of 24 April 1972 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles and to the enforcement of the obligation to insure against such liability which led certain bureaux to conclude between them agreements to settle claims resulting from the international circulation of vehicles normally based in the countries of the bureaux of the signatories,

Whereas it is desirable for the signatory bureaux to review and unify the texts of their various agreements and to replace them with a unique agreement in which would be incorporated as far as possible, taking into account the aim of each of these agreements, the provisions of the uniform agreement between bureaux,

HAVE CONCLUDED BETWEEN THEM THE PRESENT AGREEMENT (hereinafter referred to as 'THE MULTILATERAL GUARANTEE AGREEMENT') APPLICABLE IN THE TERRITORIES MENTIONED FOR EACH OF THEM IN ARTICLE 9 (SIGNATURE CLAUSE).

Article 1

Scope and application of the agreement

(a) Each signatory bureau acts on behalf of all insurers authorized to transact compulsory third party motor vehicle insurance in its own territory.

(b) The contracting parties base themselves on Council Directives 72/164/EEC of 24 April 1972, 84/5/EEC of 30 December 1983 and 90/232/EEC of 14 May 1990.

(c) For the bureaux of the non-member States of the European Communities, the reference made in paragraph (b) to the Council Directives of the European Communities has regard only to the provisions of those Directives which relate to the international circulation of motor vehicles.

(d) When a vehicle normally based in a territory mentioned in Article 9 enters another territory mentioned in the same Article and is there subject to the compulsory third party motor insurance provisions in force in that other territory, the owner, keeper, user and/or driver shall be considered as insured whether they are holders of a valid policy of insurance or not.

(e) Consequent to the above, each handling bureau assumes responsibility, in accordance with its national legal provisions and the policy of insurance, if one exists, for the handling and settlement of claims arising from accidents caused by vehicles, which are subject to the third party provisions of the compulsory motor insurance law in the territory of that bureau, which are normally based in the terrritory of a paying bureau.

(f) This agreement shall apply to the vehicles defined in Article 2 (b), but shall not apply to the vehicles specified in Annex I.

(g) The territories referred to Article 9 for each signatory bureau are to be regarded, for the purposes of this agreement, as one single undivided territory.

(h) This agreement shall, subject to the provisions of Articles 7 and 8, be concluded for an unlimited period and shall be brought into force on the date fixed by the president of the council of bureaux in conjunction with the Commission of the European Communities and shall apply to all accidents occurring on or after that date.

Article 2

Definitions

For the purpose of this agreement the following words and expressions shall have the following meanings and no other :

(a) 'member' — means an insurance company or underwriting group which is a member of a signatory bureau ;

(b) 'vehicle' — any land-based motor vehicle or trailer whether or not coupled, which is subject to compulsory insurance in a visited territory ;

(c) 'policy of insurance' — means a policy of insurance issued by a member of a paying bureau to cover liability arising out of the use of a vehicle ;

(d) 'claim' — means a third party claim, or series of claims arising from one accident, liability for which is required to be covered by insurance by the law of the territory in which the accident has occurred ;

(e) 'signatory bureau' — means an organization, constituted in accordance with the Geneva recommendations, which groups together all insurance undertakings authorized to transact third party motor vehicle insurance in the territory of one of the signatory bureaux mentioned in Article 9 ;

(f) 'handling bureau' — means the bureau (and/or a member of that bureau acting under its authority) which has responsibility in its own territory for the handling and settlement of a claim, in accordance with the provisions of this agreement and its national legal provisions, arising from an accident caused by a vehicle normally based in the territory of another signatory bureau ;

(g) 'Paying bureau' — means the bureau (and/or a member of that bureau) of the territory in which the vehicle involved in the accident in another territory is normally based, which has responsibility for fulfilling the obligations to the handling bureau in accordance with the provisions of this agreement ;

(h) 'territory in which the vehicle is normally based' — means :

— the territory of the State of which the vehicle bears a registration plate, or

— in the case of a vehicle which is not required to have a registration plate, the territory in which the person who has custody of the vehicle is permanently resident.

Article 3

Handling of claims

(a) As soon as it comes to the knowledge of a handling bureau that an accident has occurred involving a vehicle normally based in the territory of another signatory bureau the handling bureau shall forthwith, without waiting for a formal claim, proceed to investigate the circumstances of the accident with a view to dealing with any claim. The handling bureau shall give immediate notice of any formal claim to the paying bureau or the member of the paying bureau which issued the policy of insurance, if one exists. Any omission by the handling bureau to do so shall not be held against it nor free the paying bureau from its obligations under Article 5.

(b) The paying bureau hereby authorizes the handling bureau to accept service of all judicial or extrajudicial proceedings which may involve the payment of damages arising out of the accident and to settle any claim.

(c) The handling bureau shall be responsible for the action of any agent it appoints to deal with a claim. It shall not of its own volition, or without the written consent of the paying bureau, cause or permit a claim to be handled by any agent, or by a person in the service of such agent, who by virtue of any contractual obligation is financially interested in that claim. If it does so, without such consent, its right to reimbursement from the paying bureau shall be limited to one half of the sum otherwise recoverable.

(d) The handling bureau, in accordance with its national legal provisions and the provisions of the policy of insurance, if one exists, shall act in the best interests of the paying bureau. The handling bureau shall be exclusively competent in all matters concerning the interpretation of its national legal provisions and the settlement of the claim. It shall on request consult the paying bureau or the member of the paying bureau which issued the policy of insurance, if one exists, before taking any final action but without obligation to do so. When, however, the settlement envisaged is in excess of the conditions or limits of the third party provisions of the compulsory motor insurance law in the territory of the handling bureau, but is covered under a policy of insurance, it shall, unless prevented from doing so by the provisions of that law, consult with and obtain the consent of the paying bureau, in relation to that part of the claim which exceeds those conditions or limits.

Article 4

Mandate for the handling of claims

(a) If a member of the paying bureau has a branch or subsidiary established and authorized in the territory of the handling bureau for the transaction of motor insurance the handling bureau shall, if so requested, leave the handling and settlement of claims to the branch or subsidiary.

(b) Optional clause

The paying bureau may, on behalf of one of its members, request the handling bureau to leave the handling and settlment of claims to a correspondent who may be :

(i) a member of the handling bureau ;

(ii) an organization established in the territory of the handling bureau and specializing, on behalf of insurers, in the handling and settlement of claims arising out of accidents caused by a vehicle.

If the handling bureau approves the request, it thereby gives authority to the nominated correspondent to handle and settle claims. It undertakes to inform the third parties of this authority and to forward to the correspondent all notifications relating to such claims.

For its part the member of the paying bureau, in requesting the appointment of nominated correspondent, undertakes to entrust all claims in the terrritory of accident to that correspondent and to forward to that correspondent all documentation relevant to such claims.

As a duly authorized agent of the handling bureau, the nominated correspondent becomes responsible to the said bureau for the handling of the claim and shall take into account any directions, whether general or specific, received from the handling bureau.

Exceptionally, if so requested, the handling bureau may give the same authority as described above to a correspondent nominated to handle a specific claim, notwithstanding that such correspondent has received no general authority.

(c) in the situations described in (a) and (b) :

(i) the member of the paying bureau shall undertake to the handling bureau that its branch, subsidiary, or nominated correspondent shall settle claims in full compliance with the third party provisions of the compulsory motor insurance law in the country of the handling bureau, or the policy of insurance if one exists. The paying bureau shall guarantee the fulfilment of this undertaking ;

(ii) the handling bureau may, at any time and without being required to give a reason, take over the handling of any claim or, where a nominated correspondent is concerned, revoke that correspondent's authority for the particular claim or generally.

Article 5

Reimbursement of the handling bureau

(a) When the handling bureau has disposed of a claim it shall, on demand, and on proof of payment, have a right to recover from the paying bureau, or the member of the paying bureau which issued the policy of insurance, if one exists :

(i) the whole amount paid by the handling bureau as damages or compensation and such costs and charges as the claimant is entitled to recover under a judgement or, where settlement is by agreement with the claimant, then the whole amount of such settlement including the agreed costs and charges ;

(ii) amounts specifically disbursed by the handling bureau for external services in the investigation and settlement of each claim, and costs specifically incurred for the purposes of a legal action, which would also have been disbursed, in similar circumstances, by a motor insurer established in the country of accident ;

(iii) a handling fee, to cover all other costs, calculated at the rate of 15 % of the equivalent of the amount paid under subparagraph (i) subject to minimum and maximum sums at the levels and on the basis determined by the council of bureaux ;

(iv) the minimum and maximum sums referred to above are expressed in Deutsche Mark (DM) calcualted at the rate of exchange current on the date of the first demand for final reimbursement.

(b) When, after the handling fee has been paid, a settled claim is re-opened or a further claim arising from the same accident is made, the balance, if any, to be paid as a handling fee, shall be calculated in accordance with the provisions in force at the time the demand for reimbursement in respect of the re-opened or further claim is presented.

(c) Reimbursement of the amount calculated under these provisions, including the minimum handling fee, shall be made even when the claim is disposed of without payment to the third party.

(d) The amount due to the handling bureau shall be reimbursed in its country on demand, in the currency of its country, and free of cost.

(e) The paying bureau shall not be liable for any payment in respect of fines imposed under the penal law.

(f) Demands for reimbursement of provisional payments which have been made by a handling bureau shall be dealt with in the same way as final payments. A handling fee shall be payable only when a claim has been disposed of and according to the provisions applicable at that time.

(g) If, within a period of two months from the date of the first demand for reimbursement, the member of the paying bureau has failed to pay the amount due to the handling bureau, the paying bureau shall, on receipt of notification of such failure from the handling bureau, itself make the reimbursement within a period of one month from the date of receipt of that notification. This requirement shall be in addition to the penalty of payment of interest referred to below.

(h) If, by the time of the demand for reimbursement, the handling bureau has not been notified of the existence of a policy of insurance, such demand shall be submitted to the paying bureau. The paying bureau shall, in these circumstances, pay the amount due within a period of two months from the date of the demand.

(i) If, within a period of two months of the date of the first demand for provisional or final reimbursement to the member of the paying bureau, or the paying bureau itself, payment has not been received by the handling bureau or its bankers, then there shall be added to the amount due to the handling bureau interest at the rate of 12 % per annum, calculated from the date of such first demand to the date of receipt of the remittance by the handling bureau.

(j) The handling bureau shall on demand, but without delay to the reimbursement, provide documentation regarding the settlement.

Article 6

Arbitration

(a) Any dispute between bureaux regarding the interpretation of the term 'normally based', in so far as it is not defined above, shall be submitted to a court of arbitrators. This court shall consist of the president of the council of bureaux together with one arbitrator appointed by each of the bureaux involved in the dispute. If the president of the council of bureaux is of the same nationality as one of the arbitrators, he shall appoint in his place another arbitrator of a nationality other than his own or that of the other arbitrators.

(b) Any arbitration decision shall be of no effect in the presence of a court decision, whatever the date of either may be, when the latter results from any action of the victim or of his/her dependants.

Article 7

Suspension or cancellation of the agreement

(a) Sanctions, involving the suspension or cancellation of this agreement with a signatory bureau, might be taken against the signatory bureau concerned in any of the following circumstances :

(i) if the country of the signatory bureau places an embargo on the transfer of the necessary funds to fulfil the obligations of such signatory bureau under this agreement ; or

(ii) if the transfer of the necessary funds from one country to another is not effected or becomes impossible ; or

(iii) if, otherwise, the conduct of a signatory bureau is such that it seriously impedes the operation of this agreement.

(b) Should any of the foregoing situations arise the president of the council of bureaux shall be notified and he shall bring the matter to the notice of all the other signatories which shall then decide whether any of the sanctions referred to in (a) should be applied. In the event of an affirmative and unanimous decision in this respect the signatories shall mandate the president of the council of bureaux to take action to implement that decision. In this respect the decision shall be notified by the president of the council of bureaux to the offending signatory bureau concerned and the suspension or cancellation of the agreement with that signatory bureau shall take effect immediately on expiry of two months from the date of posting of such notification.

(c) Notice of any such suspension or cancellation shall be given by the other signatory bureaux to their respective government authorities and by the president of the council of bureaux to the Commission of the European Communities.

(d) In the event of the situation referrred to in (b) arising it shall be brought, by the president of the council of bureaux, to the notice of all members of the council and he shall invite them to consider the position of the offending signatory bureau concerned in relation to the uniform agreement.

Article 8

Withdrawal from the agreement

Should a signatory bureau decide to withdraw from this agreement it shall give immediate written notice of that decision to the president of the council of bureaux who shall, in turn, inform the other signatory bureaux and the Commission of the European Communities. Such withdrawal shall take effect on the expiry of six calendar months from the day after the day of the posting of such notification. The signatory bureau concerned shall remain liable under this agreement to satisfy all reimbursement demands relating to settlements of claims arising from accidents up to the expiry of the period described.

Article 9

Signature clause

This agreement is concluded between the undermentioned signatory bureaux, in respect of the territories for which each of them has responsibility, in the form of three specimens in each of the English and French languages.

One specimen in each of the two languages shall be lodged respectively with the secretariat of the council of bureaux, the general-secretariat of the comité européen des assurances and the Commission of the European Communities.

The secretary general of the council of bureaux shall provided each signatory bureau with authorized copies of this agreement.

Signed at Madrid, 15 March 1991.

Austria

For the Verband der Versicherungsunternehmen Österreichs

Robert KRIEGEL
Member of the Board

Gerhard TÖLG
Director

Belgium

For the Bureau belge des assureurs automobiles

Alain PIRE
Director

Czech and Slovak Federal Republic

For the bureau of compulsory motor insurance for the territory of CSFR

Vlastimil UZEL
Chairman

Jakub HRADEC
Secretary

Denmark (and the Faroe Islands)

For the Dansk Forening for International Motorkøretøjsforsikring

Steen LETH JEPPESEN
Managing Director

Thorstein IVERSEN
Deputy Managing Director

Finland

For the Liikennevakuutusyhdistys

Peter KÜTTNER
Member of the Board

Pentti AJO
Managing Director

France (and Monaco)

For the Bureau central français des sociétés d'assurances contre les accidents d'automobiles

Jean RIPOLI
President

(Subject to the reservation expressed in Annex 2 attached)

Germany

For the HUK-Verband

Ulf LEMOR
Deputy Managing Director

Greece

Michael PARASKAKIS
Chairman

For the Motor Insurers Bureau,

Michael PSALIDAS
General Secretary

Hungary

For the Hungaria Biztosito

Agnes SULKO
Member of the Board

Ireland

For the Irish Visiting Motorists' Bureau Ltd

John FORDE
Chairman

Noel MULVIN
Secretary

Italy (and the Republic of San Marino and the Vatican State)

For the Ufficio Centrale Italiano (UCI)

Raffaele DEIDDA
General Manager

Luxembourg

For the Bureau luxembourgeois des assureurs contre les accidents automobiles

Philippe MULLER
President

The Netherlands

For the Nederlands Bureau der Motorrijtuigverzekeraars

Jan SMIT
Chairman

Norway

For the Trafikkforsikringsforeningen

Gunnar BRASK
Managing Director

Anders BULL-LARSEN
Director

Portugal

For the Gabinete portugués da Carta Verde

João SANTOS
Chairman

Maia DOS SANTOS
Delegate

Jose NEVES
Delegate

Spain

For the Oficina Española de Aseguradores de Automóviles

Ricardo PATRON
President

Jose Antonio NAVES
Vice-President

Sweden

Lars G. GÖRANSSON

Chairman of the Board

For the Trafikförsakringsföreningen

Arne BRANDT

Managing Director

Switzerland
(and Liechtenstein)

For the Swiss Group of
Motor Insurers

Jean-Marie BOLLER

Secretary General

United Kingdom of Great Britain
and Northern Ireland (and the
Channel Islands, Gibraltar, the Isle of Man)

For the Motor Insurers' Bureau

Timothy KENT

Chairman

ANNEX I

DEROGATIONS

Belgium

Vehicles with temporary registration plates (customs plate).

France (and Monaco)

Military vehicles subject to the terms of international agreements.

Germany

1. Vechicles which, because of their construction, do not exceed the speed of 6 km per hour.
2. Motorized mechanical equipment the speed of which does not exceed 20 km per hour.
3. Vehicles and trailers with temporary registration plates (customs plate).
4. Vehicles and trailers of foreign troops stationed in territory within the sovereignty of Germany, of civilian support personnel or of members and their families, when such vehicles are registered by the competent military authorities.
5. Vehicles and trailers belonging to international military headquarters established in Germany by virtue of the North Atlantic Treaty (NATO).

Greece

1. Vehicles belonging to inter-governmental organizations.
   (Green plates — bearing the letters 'CD' and 'ΔΣ' followed by the registration number.)
2. Vehicles belonging to the armed forces and military and civil personnel of NATO.
   (Yellow plates — bearing the letters 'ΞΑ' followed by the registration number.)
3. Vehicles belonging to the Greek armed forces.
   (Plates bearing the letters 'ΕΣ'.)
4. Vehicles belonging to Allied Forces in Greece.
   (Plates bearing the letters 'AFG'.)
5. Vehicles bearing temporarily registration plates (customs plate).
   (White plates — bearing the letters 'ΔΙΠΕΑ' and 'Ε Υ' followed by the registration number.)
6. Vehicles bearing test plates.
   (White plates — bearing the letters 'ΔΟΚΙΜΗ' followed by the registration number.)

Hungary

1. Motor vehicles bearing registration plates 'DT' and 'CK'.
2. Motor vehicles with no registration plates.

Ireland

Vehicles with temporary registration plates (customs plate).

Italy (and the Republic of San Marino and the Vatican State)

1. Vehicle with temporary registration plates.
2. Vehicles belonging to military forces and other military and civil personnel governed by international agreements (as, for instance, plate 'AFI' and international organizations like NATO).
3. Vehicles with no registration plates (particularly motorized cycles).
4. Agricultural machines (such as agricultural tractors, their trailers and all other vehicles designed specifically for agricultural work).

Luxembourg

Vehicles with temporary registration plates, after the date of expiry mentioned on the registration plate.

The Netherlands

1. Vehicles with temporary registration plates (customs plate).
2. Private vehicles belonging to Dutch military personnel and their families stationed in Germany.
3. Vehicles belonging to German military personnel stationed in the Netherlands.
4. Vehicles belonging to persons attached to Headquarters Allied Forces Central Europe.
5. Service vehicles of NATO armed forces.

Portugal

1. Agricultural machines and motorized mechanical equipment for which registration plates are not required under Portuguese law.
2. Vehicles belonging to foreign States and to international organizations of which Portugal is a Member State.

   (White plates — red figures, preceded by the letters 'CD' or 'FM'.)
3. Vehicles belonging to the Portuguese State.

   (Black plates — white figures, preceded by the letters 'AM', 'AP', 'EP', 'ME', 'MG' or 'MX', according to the Government department concerned.)

Switzerland (and Liechtenstein)

1. Manually operated vehicles fitted with a motor and machines for agricultural work fitted with an axle and operated solely by one person on foot, which are not used to tow a trailer, more than five months after the date of expiry of the sticker.
2. Motorized-cycles and invalid wheelchairs of which cylinder capacity does not exceed 50 cc and which, under normal circumstances, do not exceed a speed of 30 km per hour, more than five months after the date of expiry of the registration plate.
3. Vehicles with a temporary registration plate (customs plate), after the date of expiry mentioned on the registration plate.

United Kingdom of Great Britain and Northern Ireland (and the Channel Islands, Gibraltar, the Isle of Man)

1. NATO vehicles subject to the provisions of the London Convention of 19 June 1951 and the Paris Protocol of 28 August 1952.
2. Vehicles with the temporary registration plates of Gibraltar (figures preceded by the letters 'GG').

ANNEX II

SUSPENSIVE CLAUSES

France (and Monaco)

Suspensive clause of the Bureau central français

The undertaking of the Bureau central français :

1. will become operative for accidents caused in Czechoslovakia or in Hungary by vehicles normally based in France or in Monaco, when the legal and statutory provisions assimilating Czechoslovakia and Hungary to the other countries signatory to this agreement and modifying accordingly Articles L 221.4, L 421.11 and 12, R 211.14, R 211.28, R 421.1, R 421.69 and A 421.1 of the insurance code are brought into effect ;

2. excludes until further notice the provisions of Article 6 (b) mentioned above from its relations with all of the other signatory bureaux.

Greece

Suspensive clause of the motor insurers' bureau — Greece

Until such time as this Clause is cancelled the application of the supplementary agreement of 12 December 1973, to accidents in Austria, Czechoslovakia, Finland, Norway, Hungary, Sweden and Switzerland caused by vehicles 'normally based' in Greece, is suspended. The motor insurers' bureau — Greece, will consider, in the light of the conditions prevailing at that time, the possibility to bring this agreement into full effect, with those countries, by the end of 1992 but in any case they undertake to bring it into full effect by the end of 1995 at the latest.

Italy (the Republic of San Marino and the Vatican State)

Suspensive clause of the Ufficio Centrale Italiano

(a) With regard to motor vehicles normally based in Italy which are driven in Austria this agreement will come into effect for accidents which occur on or after 1 June 1992.

(b) With regard to motor vehicles normally based in Italy which are driven in Hungary, Switzerland and Liechtenstein, this agreement will come into effect as from the date determined by the signatories involved when :

(i) the necessary measures have been taken by the governments of such States to assimilate, in the event of an accident within these territories, Italian citizens to national citizens of these territories with regard to the benefits provided by the guarantee fund, it being understood that already the citizens of these territories are assimilated to Italian citizens if they are victims of an accident in Italy ;

(ii) the necessary subsequent administrative procedures have been completed by the competent Italian authorities after receipt of the confirmation that the measures under point (i) have been taken.