

The Consumer Voice in Europe

CONSULTATION RESPONSE ON THE REVIEW OF THE MOTOR INSURANCE DIRECTIVE



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EC register for interest representatives: identification number 9505781573-45



Co-funded by the European Union

Ref: BEUC-X-2017-149 - 11/12/2017

Why it matters to consumers

Consumers need to have access to affordable and transparent motor insurance policies. The current review of the Motor Insurance Directive should tackle issues of affordability and transparency, by looking at bonus-malus systems and cross-border portability. Victims of motor accidents deserve better protection than they currently have.

General Comment

BEUC welcomes the opportunity to comment on the Commission's [consultation](#) on the Review of the Motor Insurance Directive.

Motor insurance policies have two dimensions in terms of consumer protection: first of all, consumers need access to affordable and transparent motor insurance policies and secondly, victims of traffic accidents need adequate protection.

On the policy holder's side, we plead strongly for reinstating bonus-malus systems at EU level. This would not only benefit consumers across the EU, thereby incentivising good driving behaviour, it would also spur cross-border portability and competition in the area of motor insurance.

We strongly believe that victim protection should be upgraded urgently, especially in light of technological progress which is bound to profoundly affect the motor insurance market. We are also calling for a strict liability regime across the EU vis-à-vis pedestrians or cyclists. For the victim to have the burden of proof is unacceptable, especially in an upcoming era of connected cars where it will be harder to assess where the fault lies. For the same reason, personal injuries to the driver should be covered as well.

We also need to make sure that all Member States have the necessary guarantee funds in place, which today is not the case.

In the longer term, the evolution towards connected and automated cars will necessitate a fundamental shift towards product liability insurance. We have set out key consumer aspects to consider in this developing area.

As there are several, serious consumer protection issues at stake in the area of motor insurance, we call upon the Commission to address these concerns with a legislative proposal, following the current consultation.

Q1: Do you consider that the number of uninsured vehicles is problematic in your Member State? What are in your view the reasons for uninsured driving?

Q2: Do you consider that measures are needed at European level to reduce the levels of uninsured driving? If yes, what could those measures be?

We believe it is important to address uninsured driving and encourage the Commission to study deeper the width of the problem, its impact on cross-border accidents.

B.2.1 PORTABILITY OF CLAIMS HISTORY STATEMENTS

Policyholders can ask their insurers for a statement, which provides a history of claims over the last five years. The purpose of such a statement is to help a policyholder with a good driving record to obtain a lower bonus/malus rating and hence a lower premium when switching to another insurer. Often, the receiving insurer will agree to take into account such a statement. However, this is not always the case, especially in crossborder situations, which can hinder cross-border mobility.

Q3: Do you consider that the five-year period of the claims history statements is sufficient? If not, what should be the period for such statements: seven, ten, fifteen years?

BEUC believes a five-year period is sufficient for assessing the consumer's driving history. Longer periods would make it hard for consumer to verify the accuracy of the claims history statement.

Q4: Should the format of claims history statements be standardised in the EU?

Yes, the format of claims history statements should be standardised in the EU. This is a necessary precondition for ensuring cross-border portability, increasing the trustworthiness of this certificate.

Q5: Should insurers be obliged to take into account a claims history statement from a previous insurer (including from another Member State) for the purposes of premium calculation?

Yes, insurers should be obliged to do so in order to facilitate switching by consumers, both domestically and cross-border.

Q.6: Do you (if you are an insurer) take into account claims history statements from other insurers and how? If not, please explain why.

Q7: Would an obligation on insurers to make public their policies regarding no claims bonuses and bonus/malus discounts policies contribute to better treatment of policyholders when switching?

Yes, there should be a more explicit obligation to make their policies public, including online. This is essential to improve transparency, switching levels and, ultimately, consumer trust.

Q8: Do you have other comments related to the portability of claims history statements?

We believe that the only way to really guarantee EU-wide portability and to improve consumer outcomes in the car insurance market, is to impose and harmonise the use of bonus-malus discounts at EU level.

Many member states have removed the mandatory use of a bonus-malus system under pressure from the European Commission, arguing that this amounted to unlawful price regulation. However, following a ruling from the European Court of Justice¹ which dismissed the argument above, some Member States (France and Luxemburg) were able to keep the mandatory bonus-malus system, which benefited consumers in those countries. A mandatory and transparent bonus-malus system gives consumers the right incentives to adopt better driving behaviour.

In this perspective, the current review opens a window of opportunity for the Commission to rectify this mistake.

B.2.2 PROTECTION OF INJURED PARTIES WHEN A CROSS-BORDER MOTOR INSURER IS INSOLVENT

Victims of car accidents face a risk of not receiving compensation if the insurer of the responsible driver, based in another Member State, becomes insolvent. Not all Member States currently participate in a voluntary international agreement to ensure compensation of victims where an accident in one Member State is caused by a vehicle covered by an insolvent insurer based in another Member State. In a recent case of insolvency of an insurer providing cross-border motor insurance, a guarantee fund in another Member State (where policyholders were located) had to compensate approximately 1,750 claimants, without having received any contributions from the insurer in question. In response to the Green Paper on Retail Financial Services, several stakeholders suggested amending EU legislation to ensure that the guarantee fund of the Member State of the insolvent insurer bears the costs stemming from the claims of this insurer. The issue needs to be considered from two angles – first from the point of view of the injured party as to in which Member State s/he should claim compensation and second as to which Member State should eventually pay the final bill.

Q9: In cases where an insurer providing insurance cross-border in another Member State becomes insolvent, what is the most appropriate solution in the case of an accident caused by a policyholder of that insolvent insurer?

- a) No legally required intervention by any guarantee fund in any Member State with the consequence that the victim risks not receiving any compensation from an insurer or guarantee fund and may have to seek recourse from the responsible driver in civil courts (current situation if no voluntary agreement for compensation is in place).**
- b) A fund or compensation scheme in the Member State of the insurer should eventually compensate the victim/reimburse intervention of guarantee scheme of the Member State of residence of the victim.**

¹ http://europa.eu/rapid/press-release_CJE-04-60_en.htm

- c) A fund or compensation scheme in the Member State of the insured party (responsible driver) and/or accident should intervene, regardless of whether the insurer contributed to that fund or not.**
- d) A fund or compensation scheme in the Member State of the insured party (responsible driver) and/or accident should intervene, only if the insurer contributed to that fund.**
- e) An EU-wide fund with separate contributions.**
- f) Another treatment (please explain which one).**

It is unacceptable that injured parties might face uncertainty about whom to seek compensation from in the case of a company going bankrupt. In this perspective, the current voluntary agreement does not provide the necessary legal certainty for injured parties.

In the first place, injured parties should be able to turn to the responsible body in the Member State of their residence to ensure swift compensation in an orderly fashion.

On the question of who needs to pick up the final bill, we believe that the responsible body in the Member State where the insurer has its head office should be responsible.

Additionally, we want to point out that not all Member States currently have an insurance guarantee scheme. In this light we reiterate² our demand for having minimum harmonisation of insurance guarantee schemes in the different Member States.

Q10: Should injured parties seek compensation from the competent body in the Member State of:

- a) their residence, in which case this body would have a recourse towards the body of the Member State where the insurers has its head office of the insurer.**
- b) where the insurers has its head office.**

As set out in Q9, we are in favour of option A.

If EU law were to introduce a requirement to compensate victims of traffic accidents in case of insolvency of the insurer, the question would arise whether compensation should be partial or full, as if it were provided by the insurer itself. There is currently no guarantee at EU level that victims get full compensation in such cases and Member States are free to limit it.

Q11: Should EU law provide that in the case of insolvency of the insurer, compensation to the victim must be provided in full?

There should be a guarantee that victims are compensated in full.

Q12: Do you have other comments related to protection of victims where a crossborder motor insurer is insolvent?

² <http://www.beuc.eu/publications/2011-00110-01-e.pdf>

B.2.3 MINIMUM AMOUNTS OF COVER

The MID lays down minimum amounts that a motor insurance third party liability policy must cover in case of personal injury and damage to property. These amounts are reviewed every five years to take into account inflation. The amounts laid down (in euro) are currently as follows (after several periodic revisions): in the case of personal injury, the minimum amount of cover is €1 220 000 per victim or €6 070 000 per claim, whatever the number of victims; and in the case of material damage, the minimum amount is €1 220 000 per claim, whatever the number of victims. MID currently does not differentiate between types of vehicles and their potential to cause damage. Since some vehicles, such as trucks, due to their size may cause more damage per accident than an ordinary passenger car, some Member States have introduced a higher minimum amount of cover for heavy vehicles of up to €25.000.000.

Q13: Should the minimum amounts of cover continue to be the same in all EU Member States?

Yes, minimum amounts of cover should remain harmonised. This should not impede Member States to set higher amounts.

Q14: Should the minimum amounts of cover be lower, higher or remain the same compared to what they currently are under MID?

Minimum amounts of cover should not be lowered.

Q15: Should MID differentiate between types of vehicles (such as electric bicycles, lorries, tractors, etc.) for the determination of the minimum amounts of cover? Q16: If so, what should be the minimum amounts of cover for those different types of vehicles? Please specify.

Q17: Do you have other comments related to minimum amounts of cover?

B.2.7 SCOPE

The MID provides that the use of any motor vehicles intended for travel on land and propelled by mechanical power must be insured for third party liability. A sufficiently wide definition of vehicles was important to ensure that victims of accidents are adequately protected. However, due to rapid technological development over the last years, the original definition now encompasses a much wider variety of newly created vehicles, such as low-speed electric bicycles, segways, golf buggies or mobility scooters. MID allows Member States to exempt certain types of motor vehicles from the insurance obligation. However, in those cases, accidents caused by such vehicles must be covered by guarantee funds that are set up to compensate victims of accidents caused by uninsured or untraced vehicles and towards which all policyholders automatically contribute through their premiums (the levy by the guarantee fund is charged to insurers who then presumably integrate it in premiums charged to policyholders). The European Court of Justice has clarified in a judgement of 2014 (case C-162/13, the so-called Vnuk-ruling), which concerned an accident on a private property caused by a tractor, that the concept of the 'use of vehicles' covers any use of a motor vehicle that is consistent with the normal function of that vehicle. Therefore vehicles used in certain locations (also outside of road traffic) and/or certain activities which might not have been initially understood as being covered now clarified as covered by the obligation of insurance cover under MID. Specifically, accidents that are the result of agricultural, construction, industrial, motor sports or fairground activities outside of public roads must now be covered by motor third party liability policies.

Q27: Should the protection provided under MID include liability for accidents irrespective where they occur, thus both on public roads and private property?

Q28: In light of the Vnuk ruling, should it be left to the discretion of individual Member States to exempt certain natural or legal persons, certain public or private vehicles, certain types of vehicles or vehicles bearing special number plates that normally fall under MID, provided that the victims are otherwise compensated? If not, why not and what action should be taken?

Q29: What types of vehicles, if any, should be excluded from the scope of MID at EU level?

Q30: Should compulsory MTPL insurance cover accidents resulting from agricultural, construction, industrial, motor sports or fairground activities?

Q31: Should compulsory MTPL insurance cover accidents that occur on areas that the public are not allowed (legally) to access?

Q32: Do you have other comments related to the scope of MID?

BEUC calls for a uniform interpretation of the scope of the MID by different Member states, in order to provide legal certainty to victims. To this end we support the option that the Commission clarifies that the scope of the Directive only relates to accidents caused by motor vehicles in the context of traffic.

1.8. B.2.8 TECHNOLOGICAL EVOLUTION –AUTONOMOUS VEHICLES

When the MID was adopted, motor vehicles were always driven by a person, with little electronic/automatic facilities. However, the automotive industry nowadays sees increased automation of vehicles, possibly leading to fully autonomous vehicles on the roads in the near future. The definition of a "vehicle" is neutral vis-à-vis new technologies and thus does not distinguish between "vehicles with a driver" or "autonomous vehicles". However, it is conceivable that with the introduction of autonomous vehicles, the responsibility for accidents might be transferred to manufacturers of vehicles or entities responsible for the road infrastructure. This raises the question whether the current system of liability insurance, where the responsibility for the accident lies with the owner/driver of the vehicle, will be suitable in all cases in the future.

Q33: Should autonomous vehicles continue be insured for liability to victims of accidents the same way as vehicles with drivers?

The availability of connected and automated cars will change the fundamentals of motor insurance. Current policy-making must prepare for these changes which will progressively be introduced within a decade. These changes are much broader than just related to motor insurance, but they will also impact the need for and shape of an insurance system that is based on a rapidly ageing economic model.

Currently, the system is based on the liability of the driver. This liability is due to decrease over time and might disappear. For example, at the end of the automation process, people who are visually impaired might enter an automated car and they would (or should) still be safe.

The questions linked to the marketing of autonomous cars, and of the management of the incidents and accidents they are involved in, are exacerbated by the availability of different ownership, car-sharing and ride-sharing models. Consumers today can own, lease or rent a car, but they can also pay to have access to shared mobility services such as car clubs, and service models such as Car2Go or DriveNow, or ride-hailing services such as Uber or Blablacar. It is important to analyse the issues highlighted above in light of these different mobility models as they will have different implications in terms of liability, access to data, insurance, competition, etc.

We acknowledge that there is a transition and overlapping period that needs to be catered for as long as there are both traditional cars and connected and automated cars simultaneously on our streets.

Overall, we believe that the need for insurance of the driver against his liability will phase out over time and the whole concept of motor insurance should develop from driver insurance to a system of product liability insurance to compensate victims where connected or automated cars have caused injury. The 'driver' can be a potential victim too, which is not the case in the current motor insurance system.

In this context, it is crucial to upgrade protection of traffic victims in the shortest term possible. We point out here that while in some member states, traffic victims are automatically covered by the insurance of the vehicle involved in the accident (e.g. Belgium, France, Netherlands), irrespective of whether the driver is at fault, in some member states they are not. Keeping the burden of proof on the victim's side is not acceptable. Therefore, we call for a strict liability regime across the EU.

In the sections below we have set out key things to consider in this developing area.

1. Motor insurance needs to be forward-looking

The Motor Insurance Directive, as well as the national systems that it coordinates, is not future proof.

The legislation does not differentiate between a vehicle that is controlled by a human with one that is 'automated'. It only refers to insurance policy-holders as 'persons'. The sector is clearly evolving rapidly with some car makers indicating advanced levels of automation (levels 3-4) to be available in the early 2020s. Rather than wait until further automated cars are brought to market, it would be advisable to make legislation that looks to the future, and in turn avoids treating consumers like guinea pigs for medical trials.

2. Need to grant specific attention to problems of transition

In this context, it is key that any upcoming regulatory initiative factors in the different stages of automation that will lead to changes in driver liability and the need to be insured for this liability. There is a clear need to cover a period of transition where cars in different stages of automation will co-exist on the roads with conventional cars. This might lead to confusion about the legal framework applicable, as well as on the respective liabilities in case a damage occurs to the car, to its drivers/users, to third parties or to property.

BEUC calls for a full review of the concept underlying the EU Motor Insurance Directive to ensure it is fit for purpose for connected and automated vehicles.

In any case, any revision of the Motor Insurance Directive in the coming years should include a short-term review clause, for it to be re-assessed upon introduction and generalisation of automated driving.

3.Consumer information key on the level of autonomy

The automation of cars is in progress. There are however different levels of automation, and consumers need to be well informed³ about the level of human intervention that is still needed for safe driving.

There should be clear and specific information requirements and warnings to consumer at the point of sale and at the moment of delivery of the car, so that they are aware about the ability of the car to self-drive. The absence of such information, or their delivery in a non-prominent way, should also influence the liability of the consumer in case of an accident. These information requirements will need to be updated in parallel with the stage of automation of the cars that will be available on the road.

4.Monitoring of the car insurance market against over pricing

Even if the market will take time to move towards total automation, connected cars are supposed to be statistically safer. This means there should be fewer accidents, as the car compensates for drivers' failures or distractions. If fewer accidents happen, insurance should come less and less into play. This means that insurance prices should go down. How will this be transferred to the insurance holder?

5.Design a new system around the compensation of victims

In the future, with automated cars leading to higher overall road safety, accidents that can cause harm or damage are those that will be due to failures of the system. Therefore we need to move away from the concept of driver (car owner) insurance to that of product insurance.

The origin of these failures might be of different sources: hardware, software, telecoms, or even road infrastructure. In case of a malfunction – which should occur less and less often, instead of engaging into long potential disputes over who is liable and the need to compensate victims, a new approach to compensation should be developed. There should be a road safety fund which would be entrusted with victim compensation, this fund being financed by the different market players. The individual contribution of the latter might depend on different criteria, such as their market share, the level of accidents in which their devices/services are involved historically, the state of infrastructure, both in terms of connectivity and roads, etc.

Traffic victims should benefit from a first level of automatic compensation if a damage, physical or material, occurs in an incident where a motor vehicle is present. Product liability discussions should only intervene at a second stage, between insurers or compensation funds, to discuss who will need to pick up the final bill to compensate the victim.

6.Collection of driving data by the insurer

With regard to motor insurance, there are concerns about how personal driving behaviour data is tracked, managed and controlled (See [Derikx et al, 2015](#); [Consumentenbond, 2016](#)). The fear is that motorists could lose control of their personal data and in turn be unfairly penalised by an insurance provider. There is a question about what sort of information would be legitimate for an insurance provider to consider when setting premiums e.g. if a motorist often drives to an economically disadvantaged area and this can be captured in the driving data, would this be valid information for an insurer to consider?. Another concern here relates to the consequences for those consumers who

³ See a US example where a TESLA car was involved in an accident because the driver did not understand the limits of the autopilot system : https://www.washingtonpost.com/news/the-switch/wp/2017/06/20/the-driver-who-died-in-a-tesla-crash-using-autopilot-ignored-7-safety-warnings/?utm_term=.deb9d7b1144b

want the right to be 'unconnected' or who choose not to share their data. They might also face being discriminated against.

The use of event data recorders must be strictly regulated in accordance with the EU regulations on data protection and privacy and ensure the highest levels of privacy and transparency in their use.

7. Take account of new business models moving away from ownership

The relationship of consumers with cars is about to drastically change: while shared cars are still a niche product in many Member States, the future availability of automated cars where the consumer uses the car park on demand, will lead to a reduction of individually-owned cars and personally-concluded insurance contracts. The price of insurance in such models is part of the fee one pays for their use. A generalisation of this model will lead to an overhaul of the insurance system.

8. Product liability regime needs to be updated

Because of the switch from driver to product liability, as mentioned above, there is a need to take into account these changes in the context of the current work of the European Commission on the review of the Product Liability Directive (PLD). This directive has not been significantly updated since its inception in 1985. There is a need to reform the legislation so that it adequately covers advances with all connected and automated products, including C&A vehicles.

The PLD is a legislative response to the risks that arise from defective products. The principle of liability without fault - for situations where defective products cause harm or damage - fulfils a compensatory function. It follows the rationale that the one who makes a profit from dangerous activities should be held accountable if this danger materialises - for instance in the form of a motor accident.

Here are some of the reasons why EU liability rules are not adequate for connected and autonomous cars:

Digital services: The directive applies to movable products only, excluding services. It is therefore unclear whether it would apply to digital technologies, such as embedded software, cloud services, or indeed the in-car systems of C&A vehicles.

Definition of a defect: A product is 'defective' when it does not provide the 'safety which a person is entitled to expect'. However, this safety concept is imprecise, particularly when it is considered in regard to digital goods which may require software updates, including those in C&A cars.

Exceptions to liability: It is unclear how the exceptions for liability apply to digital products. There is a concern here under the scenario where a defect manifests itself after the product has gone on sale – something that is particularly concerning with cars bearing in mind their long life expectancy and obvious safety risks.

Definition of liable persons: The directive's definition is inappropriate when it comes to the Internet of Things - there is a problem for instance with identifying the liable person when the same product is made by several manufacturers – with C&A cars there are multiple parties involved in vehicle production.

Burden of proof: Under the current system, there is too much burden on the injured party to prove a defect. It should be sufficient for the injured party to prove that a damage resulted from the product, whilst it should be for the producer to prove that the car was safe. At the very least, the existence of a damage involving the product should be considered as *prima facie*⁴ proof that the product was defective. With cars today, such solutions would strike a better balance of liability as (only) car makers have full access to safety records.

When you translate these shortcomings into a claim implying a connected or automated car, the following disputes can arise:

- The car manufacturer is likely to waive his liability by indicating that the defect is linked to the software or even that the accident was due to a lack of connectivity: if this is demonstrated, the PLD would not apply.
- Then the general liability regimes would apply: this is not harmonised and mainly based on liability based on fault: so the victim should have to prove their damage, the defect, the causality between both, as well as the fault of the supplier of the software, or the telecom operator.
- This turns into 'mission impossible', as the burden of proof will on the victim in a disproportionate way, and given that the different providers involved will refuse to admit their liability by shifting it one to the other.

9. Product liability and data protection

Data recorders (black boxes) inside vehicles have also been proposed to help identify accident liability. It is essential that any use of data recorders fully respects the principles of the General Data Protection Regulation (GDPR, see section 5) and that clear rules are in place concerning their use, access and transparency.

Ultimately, if a car maker can fit a defeat device to an emissions control system, it should come as no surprise that a car maker might deliberately try to manipulate event data recorders to avoid incriminating evidence. Robust regulations are essential.

- The EU needs to update the PLD in order for the legislation to take into account technological changes.
- Privacy and data protection rules must fully apply to tools used to identify accident liability.

Q34: Should MID be clarified in any way to reflect the development of autonomous vehicles? If so, please substantiate your answer and explain how.

See Q33

Q35: Do you have other comments related to technological evolution?

Pay-as-you drive car insurance policies are currently making headway in the market. While such policies could benefit consumers in theory, findings from some consumer organisations provide mixed results.

⁴ not needing proof unless evidence to the contrary is shown

Research⁵ from our Dutch member Consumentenbond found that:

- PAYD premiums are substantially higher than traditional car insurance premiums but can be lowered by adopting exemplary driving practices, resulting in rebates of up to 35%.
- Average consumers with fair driving practices are mostly better off with a traditional insurance.
- Consumer with a higher risk profile (younger or older drivers) can sometimes be better off with a PAYD insurance but firms are restricting this effect by setting age limits.
- The criteria for calculating rebates remain vague and hard to comprehend – one insurer even used gamification criteria (whereby the rebate was partly based on how the policy holder drove in comparison with other policy holders); this significantly affects negatively the ability of consumers to compare prices, also in the renewal stage.
- Privacy concerns loom and insurers also collected data which was not necessary for the calculation of the premium.

In general, PAYD services should fully respect users' rights to protect their personal data and privacy (as set out by the upcoming General Data Protection Regulation and ePrivacy rules) and take this into account at every stage of the creation and development of these services. Crucially, consumers should remain in control of the data generated by their car.

In this context we would like to refer to a very recent resolution adopted by international privacy authorities, fleshing out data protection principles in the area of connected cars.⁶

B.2.10. ANY OTHER ISSUES

The above questions are based on what the Commission services consider are the key issues that warrant evaluation. In order not to omit any other topics, it is necessary to ask whether interested parties have any other potential problems to raise.

Q38: Are there any other issues not falling within the remit of the above questions that might require action at EU level you wish to raise? What would be your preferred solution to the identified issue?

- BEUC is concerned about the lack of ambition displayed in this consultation regarding the promotion of a true Single Market in the area of car insurance. It is still virtually impossible for a EU consumer to keep their insurance contract when moving abroad.⁷ More cross-border options are generally welcome to satisfy the demand of an ever-increasing mobile EU population. This would stimulate competition as a whole.

⁵ <https://www.consumentenbond.nl/binaries/content/assets/cbhippowsite/gidsen/geldgids/2016/nummer-7--november/gg201611p20-rijstijlverzekeringen.pdf>

⁶ <https://icdppc.org/wp-content/uploads/2015/02/Resolution-on-data-protection-in-automated-and-connected-vehicles-.pdf>

⁷ http://www.beuc.eu/publications/beuc-x-2016-027_fal_beuc_position_green_paper_financial_services.pdf;
Q2

- We call for a stronger sanctions regime for companies breaching victim/consumer protection rules. All too often, consumers are served badly when seeking compensation in case of an accident. Consumer organisations are witness to many cases where compensation is either insufficient to cover the insured losses or are not paid out in timely fashion.

The initial offer of compensation (provided within three-months) should be sufficient and paid in a timely fashion, including sanctions for both parameters.

In general, consumer complaints regarding claims management constitute almost half⁸ of all consumer complaints in the area of insurance.

- While MID gives a victim 'direct right of action' against the insurance company covering the driver, this right should be complemented by a right of 'non-opposability of exceptions'. This is crucial to ensure that insurers can't waive their responsibility towards the victim, for example based on the ground that the driver was intoxicated.
- The effect on Brexit on cross border motor insurance must also be properly analysed: the UK risks becoming a third country under the MID as of April 2019 and it is key to provide for measures that prevent disruption of coverage of insurance due to this change.

⁸ https://eiopa.europa.eu/publications/reports/eiopa-bos-15-233%20-%20eiopa_fourth_consumer_trends_report.pdf, p 14.



This publication is part of an activity which has received funding under an operating grant from the European Union's Consumer Programme (2014-2020).

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