

**Circulaire BNA & FNG no 7/2016  
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**Accord de l'ASA relatif au règlement de sinistres dans le cadre  
de collisions en chaîne  
-  
Informations pour les représentants des  
assureurs étrangers en Suisse**

**Résumé:**

*L'accord de l'ASA relatif au règlement de sinistres dans le cadre de collisions en chaîne du 12 mars 2008 prévoit la possibilité de faire participer les assureurs étrangers au règlement.*

*La présente circulaire contient une feuille d'information ainsi qu'une traduction anglaise de l'accord. Ces documents sont mis à disposition des représentants de compagnies étrangères en Suisse, afin qu'ils puissent informer ces dernières quant au contenu de l'accord.*

En date du 12 mars 2008, la Commission des chefs de sinistres (CCS) de l'Association Suisse d'Assurances (ASA) a adopté un accord relatif au règlement de sinistres survenus dans le cadre de collisions en chaîne (cf. site Internet de l'ASA [www.svv.ch](http://www.svv.ch)). Cet accord s'applique aux collisions en chaîne impliquant au minimum 25 véhicules pour lesquelles la clarification des causes ou du déroulement serait impossible ou entraînerait une charge démesurée. La plupart des assureurs RC auto ainsi que nombreux assureurs sociaux suisses y ont adhéré.

En vertu de l'art. 7 de l'accord, les gestionnaires de sinistres en Suisse des assureurs étrangers peuvent tenter de faire participer ces derniers à l'accord.

L'annexe de la présente circulaire contient une feuille d'information en langue anglaise ainsi qu'une traduction anglaise de l'accord. Ces documents sont mis à disposition des représentants agissant au nom du Bureau national suisse d'assurance (BNA) de compagnies étrangères en Suisse, afin qu'ils puissent informer ces dernières quant au contenu de l'accord.

Informations supplémentaires:  
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**Annexes:**

- Feuille d'information
- Accord relatif aux collisions en chaîne de l'ASA du 12 mars 2008 (traduction anglaise)

## **Agreement of the Swiss Insurance Association on the Settlement of Claims arising from Multiple Collisions**

### **Information for foreign motor vehicle insurers and their representatives in Switzerland**

#### **I. Introduction**

At its meeting on 12 March 2008, the Heads of the Claims Committee of the Swiss Insurance Association approved the final version of an Agreement on the Settlement of Claims arising from Multiple Collisions. All major Swiss private and social insurers have since then adhered to the Agreement (see list of participating insurers on [www.svv.ch](http://www.svv.ch)).

The Agreement applies to multiple collisions involving at least 25 vehicles in which the causes or sequence of events are impossible to clarify or where such clarification would require an unreasonable workload. It has already proved successful in the past: in 2008 (settlement of a mass collision involving 69 vehicles) and in 2013 (settlement of a mass collision involving 46 vehicles).

The Agreement provides that personal injury claims must be handled by the MTPL insurer of the vehicle of which the injured party was a passenger, unless no other social or private insurer is obliged to grant compensation under this title. The social insurers participating in the agreement will limit their recovery claim to 50% of the total amount they have to grant according to the law. The participating private insurers refrain from claiming any recovery at all.

Regarding damage to motor vehicles, policy holders benefiting from comprehensive coverage will be compensated by their own insurer, who will also organise the expert assessment. The insurer will not apply any deduction for gross negligence or downgrading. Policy holders without comprehensive coverage will be compensated at current market value by the MTPL insurer who is granting coverage for the vehicle. In both cases, a deductible will apply.

With regard to the other claim positions, the Agreement foresees special provision.

Article 7 of the Agreement regulates the particular situation of foreign vehicles. According to the said provision, with respect to foreign insurance companies, their representatives in Switzerland shall seek to ensure that they become party to this Agreement. The present leaflet is intended to facilitate the provision of information to foreign motor insurance companies and their representatives in Switzerland by presenting a list of potential benefits (see II. below). It also provides an English translation of the text of the Agreement (see Appendix).

## II. List of potential benefits

- **Rapid payments and extended coverage** for all injured parties;
- **Quick and simplified direct settlement of claims** which spares the policyholder, the injured party and the insurer of protracted disputes with regard to liability;
- **Easy settlement** of claims with respect to which the **causes cannot be clarified** or can only be clarified with unreasonable workload;
- **Easier access to crucial information:** the joint action within a task force allows insurers to collect relevant information (from the police, judicial authorities) and to be a central source of information for the general public and the media;
- **Cost saving effects:** The joint action allows the insurers involved to share costs (investigation costs, legal and judicial costs);
- **Positive effects on brand image of the insurers involved,** as information and compensation are provided without complications and within a short time;
- **Motor insurers are in a position to compensate their own policy holders and insured persons** in an uncomplicated way;
- **Participation of the public social insurance bodies;**
- **Simplified recourse** from the Swiss public social insurance bodies (limited to 50% of the statutory benefits), absence of recourse from Swiss private insurers; all irrespective of the liability of the driver of the vehicle for which the foreign insurer provides cover.

- Appendix: Agreement of the Swiss Insurance Association on the Settlement of Claims arising from Multiple Collisions

**Note:** The Swiss National Bureau of Insurance accepts no liability for the information contained in this leaflet and in its appendix.

## Appendix

### Agreement (English translation of the German text)

Committee SIA Heads of Claims Committee (CCS)

Date 12 March 2008

Re: **Agreement on the settlement of claims arising from multiple collisions**

#### Preliminary remarks

In early 2003, a multiple collision involving 70 vehicles occurred on the A1 motorway. Over 50 people were injured and one person was killed. In the light of the size and complexity of this accident, the CCS decided to seek practical solutions for the individuals and insurance companies involved.

The aim was to ensure quick settlement of the claims and to spare the victims and insurance companies lengthy arguments over third party liability. This was successfully achieved, as proposals to address both property and personal injury claims were made and deemed acceptable to all parties.

This positive experience led the CCS to set up a working group (the same as the 2003 task force, plus Andreas Scheurer and Werner Hagmann) with the remit to propose a draft agreement. The aim was to draft an agreement that included all the provisions that would be required in similar cases. It would be intended for use by all Swiss insurance companies that might be concerned by a multiple collision.

Meeting several times, the group produced a draft based on the solutions implemented for the 2003 multiple collision. The draft is applicable to both property loss and personal injury. In organisational terms, the solution proposed is simpler than that used in 2003. It is based essentially on the use of a task force made up of representatives of private insurance companies, along with the social insurance entities and OFAS (Federal Social Insurance Office). This task force would be responsible for implementing the agreement.

At its meetings on 19/20 June and 16 November 2006, the CCS approved the draft and instructed the task force to continue its work in conjunction with the CNA (National Accident Insurance Fund), OFAS and health insurers.

Contacts with the CNA, OFAS, Helsana, the CSS, Groupe Mutuel, Visana, Sanitas and the BNA/FNG (National Insurance Bureau/National Guarantee Fund) proved fruitful. All the feedback has been positive. At its meeting on 12 March 2008, the CCS approved the final version of the agreement that is presented here. It has been established that this agreement raises no issues with respect to competition law.

## 1 Scope

This agreement shall apply to multiple collisions involving at least 25 vehicles in which the causes or sequence of events are impossible to clarify or where such clarification would require an unreasonable workload.

## 2 Property loss shall be settled in the following manner:

### 2.1 Damage to motor vehicles

- a. With comprehensive coverage: the insurer providing fully comprehensive coverage shall settle the claims for damage to the vehicle with that coverage (without deduction for gross negligence or NCB downgrading, but with application of the deductible).
- b. Without comprehensive coverage: the insurer providing motor third party liability insurance shall settle the claims for damages to the vehicle with that coverage (capped at current market value, minus a deductible of 1000CHF).

### 2.2 Damage to property carried by the vehicle occupants

- a. In the case of comprehensive coverage, the insurer providing that coverage shall settle those claims.
- b. If there is no comprehensive motor insurance coverage, but there is coverage under homeowners' insurance, the insurer underwriting this coverage shall settle the claims
- c. The insurer providing cargo coverage shall settle claims relating to damage to goods carried by the vehicles involved.
- d. If no coverage has been provided, the insurer providing motor third party liability coverage shall settle claims for damages to goods carried in the vehicle for which it provides motor third party liability coverage up to a maximum of 1000CHF.

### 2.3 Costs of a replacement vehicle, towing and storage

- a. If there is comprehensive coverage, the claim shall be settled by the insurer providing it. If not, the costs shall be borne by the insurer providing motor third party liability coverage.
- b. The costs of a replacement vehicle shall be reimbursed for the full duration of repair time, up to a maximum of 10 days beginning on the day of the accident. The same shall apply to loss of earnings due to non-availability of vehicle.
- c. The costs of towing the vehicle to the nearest appropriate garage shall be refunded; vehicle recovery shall be refunded at cost.
- d. Storage costs shall be refunded up to a maximum of 20 days starting on the day of the accident.
- e. Other losses of amenity shall not be indemnified.

### 2.4 Minimum compensation provided by the property insurer

- a. If there is coverage under property insurance, this insurer shall provide at least the same level of compensation as that provided by the motor third party liability insurer, pursuant to articles 2.1 to 2.3.

## 2.5 Recourse

Insurers shall agree to a reciprocal waiver of any type of recourse, irrespective of whether compensation has been provided under the present agreement or pursuant to the provisions of law.

## 3 Personal injury claims shall be settled as follows

### 3.1 Principle

Claims for personal injuries shall be settled by the motor third party liability insurer of the vehicle that was carrying the injured or deceased persons.

### 3.2 Direct damage

- a. Non-covered direct damage shall be reduced according to the following scale (to take account of factors such as lack of evidence, the risk inherent in operating a vehicle and contributory fault):
  - i. Passenger: no deduction
  - ii. Non-owner driver: 20% deduction
  - iii. Owner passenger: 30% deduction
  - iv. Owner driver: 40% deduction
- b. These deductions shall apply to direct damages when calculating claims for damages (no exercise of preferential rights).

### 3.3 Recourse by social insurers

- a. Social insurers may seek recovery of 50% of the statutory benefits. Disability and survivor pensions shall be capitalised on the basis of activity, independently of any pension losses or deduction for remarriage.
- b. Objections such as preferential rights, proportional allocation, right of recourse, recourse agreements, absence of justification of compensation, or based on the insurance policy shall not be considered.

### 3.4 Recourse by private insurers

- a. Private insurers shall agree to a reciprocal waiver of their rights to recourse, irrespective of whether compensation has been provided under this agreement or pursuant to the provisions of law.

## 4 Victim's declaration of consent and settlement<sup>1</sup>

- a. The victim shall be requested to indicate in writing his or her acceptance of the settlement of claims under the terms of this agreement.
- b. The motor third party liability insurer shall request these statements from the occupants of the vehicle it insures. It shall use for this purpose the form annexed to the present agreement.
- c. The victim shall have one month after reception of the consent form to complete and return it. If upon expiry of that period the victim has not indicated acceptance, claims shall be settled pursuant to the provisions of law. The motor third party liability insurer shall inform the social insurer of the victim's decision.
- d. If the settlement is accepted, the settlement agreement between the victim and the motor third party liability insurer shall expressly state that all claims against other parties involved in the multiple collision are thereby deemed satisfied.

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<sup>1</sup> The statement used in 2003 is currently under further examination

## 5 Damages to third parties and other claims

The leader of the task force is empowered to oblige his insurance company to make advance payment of up to a maximum of 250,000CHF to cover damage to third parties and other claims (e.g. material damage to roads, the costs of emergency and rescue services the costs of police reports). The motor third party liability insurers shall reimburse these amounts pro rata to the number of vehicles involved in the accident that they had insured (“steering wheel” or “handlebars” principle).

## 6 Clarifications by MTPL insurers

Each motor third party liability insurer shall make an expert inspection of the damaged vehicles it insures and obtain the necessary clarifications regarding the personal injury suffered by the occupants of those vehicles.

## 7 Foreign vehicles

With respect to foreign insurance companies, their claims representatives in Switzerland shall seek to ensure that they become party to this agreement. Should they not be willing to do so, the provisions of law shall apply to any damage caused to a foreign vehicle, personal injury to its occupants and to any right of recourse.

## 8 Organisation

### 8.1 ISA Heads of Claims Committee (CCS)

- a. If a specific case should arise in which this agreement could be applicable, the CCS Chairman, or his deputy, shall convene a meeting of the Committee. This meeting shall be held within a period of 48 hours following the accident.
- b. The CCS:
  - i. shall decide whether or not the agreement should be applied
  - ii. shall decide on the procedure to be followed, in particular whether or not to call in the Task Force (leader and three members; viz. para. 8.2)
  - iii. shall immediately contact and inform the private and social insurers party to the agreement, as well as BNA/FNG<sup>2</sup>.
- c. CCS shall be responsible for any amendments to this agreement. Any such proposals shall be forwarded to the Committee.

### 8.2 Task force

- a. Whenever the agreement is to be applied, a Task Force shall be constituted.
- b. It shall consist of a leader, who shall be a motor insurer, and six members, three of which shall be private insurers, and representatives of CNA, OFAS and health insurers the remaining three.
- c. The task force
  - i. shall ensure the implementation of the agreement in the case at hand
  - ii. shall decide whether the damages to third parties and other claims that go beyond the task force leader’s remit pursuant to para.5, or presented to it by its leader, are to be settled under this agreement or pursuant to the provisions of law.
- d. The task force shall take all decisions by unanimity of those attending the meeting

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<sup>2</sup> Swiss National Insurance Bureau/Swiss National Guarantee Fund

## 8.2 Leader of the Task Force

The Task Force leader:

- a. shall collect information on the event that occurred
- b. shall identify and contact the insurers concerned, as well as other non-insured parties
- c. shall ensure contact with the police, public authorities, victim-support services, lawyers, etc.
- d. shall obtain data on property damage and personal injury from the insurers concerned, as well as information regarding third party damages and other claims from those parties.
- e. may assign specific tasks to members
- f. may assign specific tasks to SIA Head Office
- g. shall prepare the basis for a decision by the Task Force
- h. shall convene and chair the meetings of the Task Force
- i. shall report to the Task Force, the CCS Chairman and CCS public relations officer

## 8.2 SIA Head Office

The SIA Head Office shall support the Task Force and its leader, in particular as regards data collection, processing and assessment.

## 9 Media and public relations

- a. The Task Force and its leader shall be able to work without interference or influence from the media or public opinion
- b. The SIA Media Office (Communications Unit) is responsible for contacts with the media and the public, and for informing them. The CCS shall appoint one of its members to liaise with the Media Office. Press releases and interviews shall be managed jointly by this CCS member and the Media Office, and if appropriate together with non-CCS member insurers and companies.
- c. Neither the insurers and companies involved in the case, nor Task Force members shall answer any questions from the media. When required, they shall refer any such questions to the SIA Media Office.

## 10 General Terms and Conditions

- a. This agreement shall enter into force on 1 January 2008 and shall be of unlimited duration
- b. This agreement is open to all private and social insurers operating in Switzerland. The agreement shall be applicable to all the business lines of the insurer concerned.
- c. Those wishing to be party to it must send a statement to that effect to the SIA Head Office. The SIA Head Office is responsible for further any information to member insurers.
- d. Insurers may terminate their participation in the agreement at the end of a calendar year by giving six months notice. Notice of termination must be sent in writing to the SIA Head Office.
- e. Should the agreement be amended in any way, participating insurers may make use of an extraordinary termination right. Notice of termination must be sent in



- writing to the SIA Head Office within 30 days of notification of the amendment. It shall take effect upon entry into force of the relevant amendment.
- f. Any cases governed by this agreement occurring prior to such time as termination under sections 10.3 or 10.4 becomes effective shall be settled in accordance with the provisions of the agreement.
  - g. The forum for any dispute arising out of this agreement shall be the Head Office of the Swiss Insurance Association SIA.