

Is it possible to claim for damages in addition to the financial compensation agreed with the insurance company?

Mainly in case of car accidents, it may happen that the insurance company not only compensates the victim of the accident or the entitled person in case of their death, but also reimburses the property damage of a third party on a settlement basis. However, the third party may have suffered not only financial damage, but also so-called non-financial damage, such as a mental condition or illness resulting from a psychological shock.

The Court of Appeal of Szeged provided an answer to the above-mentioned question in a new decision. The court concluded that the injured party is entitled to claim for further damages in court in addition to the financial compensation agreed with the insurance company. In such cases, there is no obstacle for the victim to claim their further, uncompensated damages directly from the liable party, despite their agreement with the insurance company, especially since the liable party did not take part in the settlement agreement between the victim and the liability insurer.

It is essential that the agreement only covers the insurer's obligation to compensate for damages, thereby excluding the possibility of claiming any further, later occurring claims against the insurer in court.

With regards to the compensation for damages, the court referred to the provisions of the mandatory motor liability insurance law, which states that compensation paid by the insurer does not affect the victim's right to claim further compensation based on the Civil Code. However, it is important to note that the damage for which the insurer has compensated cannot be claimed from the victim.

Therefore, the victim can claim its potential non-financial damages directly from the liable party in a civil proceeding. Of course, the court thoroughly examines the compensation rules of the Civil Code based on the following criteria: the validity of the claim, the extent of the liable party's responsibility, and any potential exemption rules that may be applied.

Based on the above, it can be concluded that if the entitled party agrees with the liability insurer on the reimbursement of the damage caused by the liable party, it does not exclude the possibility for the victim to claim further uncompensated damages (non-financial damages) directly from the liable party in court.