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LEGAL STANDARDS FOR INSURANCE CLAIMS HANDLING AND THE PROTECTION OF INSURED PERSONS AND INJURED PARTIES: A COMPARATIVE ANALYSIS OF NORTH MACEDONIA AND CROATIA

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Abstract

This article examines the regulatory framework for insurance claims handling and the protection of insured persons and injured parties in North Macedonia and Croatia, from the receipt of a claim to its settlement. It analyses the broader North Macedonian framework and compares it with Croatian rules on motor third-party liability claims, limiting the comparison to procedural elements common to both frameworks. The study uses doctrinal and functional comparative analysis to examine the rules on registration, evidence-gathering, reasons for decisions, payment and complaints. It draws on published supervisory complaint data to identify recurring issues. Both countries require a reasoned offer or reply within 60 days of receiving a motor liability claim. Croatia specifies which evidence the insurer must obtain, how it must explain the amount offered and when it must pay that amount or, as an advance, the undisputed part. North Macedonian law already provides for prompt registration and reasoned decisions, but its motor insurance statute ties the payment period for a reasoned offer to delivery of the injured party's written response to the insurer. The article proposes an outer payment deadline, clearer requirements for explaining compensation and rules on when the European Accident Statement may serve as a claim. It also explains why these solutions are transferable to North Macedonia and what their implementation would require. The findings concern the legal safeguards available to claimants; the complaint data indicate recurring issues but not actual settlement times.

Keywords: insurance claims handling, protection of insured persons, injured parties, motor third-party liability, reasoned offer, comparative law, North Macedonia, Croatia.

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1. Introduction

Claims handling is the stage at which the protection offered by insurance becomes tangible for insured persons and injured parties. Whether a claimant can obtain compensation without litigation depends largely on how the insurer investigates the claim, explains its decision and pays the amount due. The analysis distinguishes claims under the insurance contract from claims made by injured third parties against the responsible insurer. A claim made directly to the responsible insurer must also be distinguished from a direct action against that insurer in court (Marin, 2024, p. 799, n. 2).

The Organisation for Economic Co-operation and Development (OECD, 2004, Annex, Good Practices 1–3 and 5–8) treats claim notification, assessment, timely processing and dispute resolution as distinct parts of claims management. The European Union (EU) sets a benchmark in Directive 2009/103/EC on motor insurance (Motor Insurance Directive, MID), as amended by Directive (EU) 2021/2118. Article 19 of the MID requires Member States to establish the procedure referred to in Article 22 for the settlement of claims arising from accidents caused by vehicles covered by the compulsory insurance referred to in Article 3. Article 22 requires a reasoned offer within three months of presentation of the claim where liability is uncontested and the loss has been quantified and a reasoned reply where liability is denied or unclear or the loss has yet to be fully quantified. Where the reasoned offer is not made within that period, interest must be payable on the amount offered by the insurer or awarded by the court, and the duty must be backed by appropriate, effective and systematic penalties (MID, Art. 22). The MID binds Croatia as an EU Member State and provides a benchmark for legislative approximation in North Macedonia, a candidate country (European Commission, n.d.). Both national laws set a shorter period of 60 days.

The aim of this article is to analyse and compare the legal standards governing insurance claims handling in North Macedonia and Croatia and identify solutions that could strengthen the protection of insured persons and injured parties in North Macedonia. It addresses three research questions: how the North Macedonian framework regulates the stages of the claims process and insurers' obligations and deadlines; how the Croatian rules differ in the areas common to both frameworks; and which Croatian solutions could inform reform in North Macedonia and under what conditions they could be implemented. The working hypothesis is that clearly defined deadlines, precisely formulated duties and standardised information provide stronger procedural safeguards for insured persons and injured parties and can support more efficient claims handling. The analysis examines that hypothesis at the level of legal design; it does not establish an empirical reduction in settlement times.

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1.1 Research Methodology

The study combines doctrinal analysis with a functional comparison of filing, registration, assessment, decision, payment and complaints in both jurisdictions. For North Macedonia, it examines the Law on Obligations (LO), the Law on Insurance Supervision (LIS), the Law on Compulsory Traffic Insurance (LCTI) and the Law on Road Traffic Safety (LRTS). The Insurance Supervision Agency (ISA) issued the Regulation on Minimum Requirements for Receiving, Processing, Reserving and Paying Claims for Compensation for Damage and/or for the Insured Sum to Improve Protection of the Rights of Insured Persons (Claims Regulation).

For Croatia, the study examines the Compulsory Traffic Insurance Act (CTIA), the Insurance Act (IA) and the 2024 Regulation on the Procedure for Handling Compensation Claims by Persons Injured in Road Traffic Accidents (Croatian Regulation), issued by the Croatian Financial Services Supervisory Agency (HANFA). The Claims Regulation covers life and non-life insurance (Art. 1 and Parts II–IV). The Croatian Regulation governs motor third-party liability claims and applies, as appropriate, to other compulsory traffic insurance (Art. 1(1)–(2)). The North Macedonian analysis therefore retains its broader concern with protection of the insured, whereas motor third-party liability provides the principal common basis for comparison. Findings specific to injured third parties in motor liability claims are distinguished from safeguards relevant to claims handling more generally.

The legal comparison tests the working hypothesis by examining who must perform each step, what the claimant can verify and which event starts each deadline. Published data from the ISA and HANFA identify issues raised in supervisory complaints. Their reports cover different sets of entities and use different categories. The study uses those counts as descriptive evidence. Measuring settlement times, testing compliance in individual cases or estimating the effect of the Croatian reform would require comparable data from claim files.

1.2 Compensation and the Insurer's Obligation

North Macedonian law treats the causing of damage as a source of obligations (LO, Art. 17-b). Article 142 of the LO distinguishes actual loss and loss of profit from non-pecuniary damage arising from the infringement of personal rights. The distinction between pecuniary and non-pecuniary damage is also reflected in the literature (Dauti, 2004, p. 152; Galev & Dabović Anastasovska, 2021, pp. 510–511). In claims handling, the distinction helps determine what evidence is relevant to the assessment of each head of loss.

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Compensation for pecuniary loss seeks to redress the consequences of the harmful event (Čavdar & Čavdar, 2012, p. 313; Galev & Dabović Anastasovska, 2021, p. 598). Article 174(1)–(2) of the LO provides for the restoration of the prior state and monetary compensation for any residual loss. The court awards monetary compensation where restoration is impossible or the court considers it unnecessary. It also awards monetary compensation at the injured party's request unless the circumstances justify restoration (Art. 174(3)–(4)). Insurance can transfer the financial burden of a covered loss from the liable person to the insurer (Galev & Dabović Anastasovska, 2021, pp. 598–599).

Article 175 of the LO treats the underlying obligation to compensate for damage as due when damage occurs. The insurer's payment deadline depends on the applicable insurance rules. In Croatian law, the insurer's contractual obligation is distinct from the tortfeasor's liability in tort, and the injured party's direct right against the insurer rests on a statutory basis (Atlija, 2016, pp. 41, 44–45). Comparable questions arise elsewhere in the region: in motor liability cases in Bosnia and Herzegovina, distinguishing the date of loss from the date on which default interest begins has practical consequences (Lepir, 2024, pp. 59–60).

In property insurance, Article 985 of the LO governs cover for accidental loss or loss caused by the fault of the policyholder, insured or beneficiary, unless the contract expressly excludes it; the insurer is not liable for loss those persons cause intentionally (Art. 985(1)–(2)). Articles 986 and 987 set out default exclusions for loss due to defects in the insured property and loss due to military operations or rebellions. The insured must take the measures needed to prevent an insured event and, once it occurs, do everything within their power to limit its consequences. The insurer bears the cost of reasonable mitigation efforts, even if they are unsuccessful. An unjustified failure to mitigate reduces the indemnity only to the extent that it increased the loss (LO, Art. 982(1)–(4)).

In liability insurance generally, the injured party may claim compensation directly from the insurer, up to the amount of the insurer's obligation, and has its own right to compensation from the moment the insured event occurs (LO, Art. 997(1)–(2)). In compulsory traffic insurance, the injured party can claim directly against the responsible insurer. The insurer is barred from raising against that party defences on the basis of the insured's failure to comply with legislation, the policy conditions or the insurance contract (LCTI, Art. 5(1), (6)).

These rules separate entitlement to compensation from the insurer's procedural duties after a claim is filed. The OECD good practices likewise treat the stages that follow the filing of a claim as distinct functions (OECD, 2004). This explains why the date of receipt, the date of the decision and the date of payment each matter in the comparison.

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2. Claims Handling in North Macedonia

The Claims Regulation governs each stage of claims handling, from receipt and registration through reserving, inspection and assessment to decision, payment and objections. Insurers must handle claims in a timely, fair and transparent manner (Art. 2(1)). The Regulation also requires insurers to document assessments of internal controls at least annually, set internal deadlines for handling claims and publish the forms and lists of required documents for each insurance class. Article 6(1) treats insured persons' rights as at risk in two situations: where the ISA finds serious deficiencies in internal controls that have led to breaches of the applicable rules or where the ISA finds that, through non-compliance with the Regulation, the insurer continuously underestimates the technical provisions and other liabilities arising from insurance contracts. In those cases, the ISA may impose supervisory measures under Article 106-a of the LIS. The requirements give the ISA a basis for examining recurring problems across claim files (Claims Regulation, Arts. 2(3)–(6), 6(1)–(2)).

2.1 Receipt, Registration and the First Review

The insured must notify the insurer within three days of learning of the insured event, except in life insurance. Late notification makes the insured liable for any loss the delay causes the insurer. A contract term providing for forfeiture of compensation or the insured sum for failure to perform a duty after the event is void (LO, Arts. 973–974). Receipt of the claim starts the insurer's registration period (Claims Regulation, Art. 17(4)).

A non-life insurance claim may be filed on the insurer's form or in another written form. The claimant may also file electronically or by another method designated by the insurer. The insurer must enter the claim in its Book of Claims, kept electronically, within two working days of receipt, including when the claim gives no bank account details. The system generates a unique number at registration, and the insurer uses that number to open a claim file. Every document received or prepared is archived in the claim file with its date of receipt, preparation, decision or dispatch. The date of receipt is thus ascertainable even if the evidence needed to decide the claim is still incomplete (Claims Regulation, Arts. 7(1), 17(1)–(8)).

In practice, filing channels vary between insurers, and several publish electronic options. Makedonija Osiguruvanje–Vienna Insurance Group (n.d.), Eurolink Osiguruvanje (n.d.) and Sava Osiguruvanje (n.d.) offer online reporting routes. Triglav Osiguruvanje (n.d.) accepts claims by telephone, in person or by email with the relevant forms and supporting documents and offers a mobile application for own-damage (casco) claims.

Within 14 days of filing, the insurer must check the documents and carry out the applicable inspection and assessment. If the documentation is incomplete, the insurer

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must request the missing material in writing or electronically within the same period. An inspection ordinarily takes place in the presence of the claimant or their representative. Injuries may be assessed from the documents. Both the adjuster and the claimant or representative sign the property damage assessment record. The adjuster records any inability or refusal to attend or refusal to sign. The insurer checks coverage against the policy and applicable terms and assesses the legal basis of the claim using the documents submitted and those it obtains ex officio (Claims Regulation, Art. 3(3)–(8)). For motor liability claims, the Ministry of Internal Affairs and other authorities conducting proceedings on the accident must provide accident data at the request of the insurer or the injured party (LCTI, Art. 23(2)).

At registration, the insurer sets an initial reserve using the available information or an average reserve if it cannot yet estimate the loss. It must revise the reserve within three working days of receiving additional evidence that changes the estimate. A reserve records the insurer's estimate of its exposure. The decision determines the compensation payable (Claims Regulation, Art. 5(1), (4)).

2.2 Decision and Payment

Within 60 days of receipt of the claim, the insurer must deliver a reasoned offer if its obligation and the amount are undisputed. If either is disputed, it must provide a reasoned reply addressing all the points raised. The applicable decision must identify the documents received, explain the amount offered or the grounds for the insurer's position and indicate the available remedy. Where an external service provider took part in processing the claim, the insurer must attach its report and withhold the provider's personal data (Claims Regulation, Art. 3(9)–(13)). Article 5(9) permits the insurer to decide a claim after the injured party has failed to comply with at least two successive requests for additional documents. Such a decision may not be made earlier than 90 days from filing. For compulsory traffic insurance, this provision must be read alongside the statutory duty to provide a reasoned offer or reply within 60 days and the right to sue if no response is received within that period (LCTI, Art. 5(2), (4)). On a reading consistent with the hierarchy of norms, the 90-day provision should not be treated as extending or suspending that statutory duty. It sets a minimum period for the particular decision described in Article 5(9), rather than a general 90-day settlement deadline. Express regulatory clarification would help distinguish these procedural acts.

The time limit for payment of a reasoned offer under the LCTI is 14 days from delivery of the injured party's written response to the insurer. The injured party is to send that response within 30 days of receiving the offer. Statutory default interest applies to late payment. An injured party who disagrees with the offer or reply or receives neither within the statutory period may bring an action before the competent court (LCTI, Art. 5(3)–

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(5)). These periods have separate starting points: the 14-day payment period begins when the written response is delivered, without requiring the full 30-day response period to expire. Failure to meet the deadlines in Article 5(2) and (5) is a misdemeanour for which the insurer is fined EUR 4,000 to 5,000 in denar equivalent and the responsible person EUR 500 (LCTI, Art. 66-a(1), item 2-a, (2)).

Under the general insurance contract rules, the agreed payment period may be at most 14 days from notification of the insured event. Where the insurer needs time to determine whether and how much it owes, the period runs from that determination. If the insurer has yet to determine the amount within the period in Article 975(1), it must pay the undisputed part as an advance at the entitled person's request (LO, Art. 975(1)–(3)). The general and special payment rules are not cumulative: the LCTI governs the payment expressly addressed by Article 5(5), whereas the LO applies to matters not regulated by that special statute (LCTI, Art. 9; LO, Art. 16). A 60-day response deadline does not itself grant a further waiting period where payment is already due under the applicable statutory rule.

Article 3(16) of the Claims Regulation requires the insurer to pay a claim estimated at up to 35,000 Macedonian denars (MKD) once it has established its obligation, within the period prescribed by Article 975 of the LO and without requiring a signed settlement. Under the same provision, the insurer may, at its discretion and under an adopted procedure, pay an undisputed amount on a claim above that threshold without awaiting a separate request. The threshold governs the simplified procedure. The general entitlement to an advance on request under Article 975(3) applies on its own terms.

2.3 Information, Complaints and Supervisory Data

Where the insured is a natural person, the LIS requires written information at the conclusion of the contract on how to file a claim, lodge a complaint and use out-of-court procedures, and identify the ISA as the authority to which complaints may be submitted (Art. 50(1), items 8–10). An insurer must answer a request for information on a pending or previously filed claim within eight working days of receipt. An injured party may object to the insurer within 30 days of receiving a reasoned offer or reply. The insurer must decide and respond within 30 days of filing the objection and inform the injured party of the right to complain to the ISA or initiate another procedure (Claims Regulation, Art. 3(14)–(15)).

Article 225-a of the LIS lists four bodies to which an insured person or beneficiary may complain about contractual non-compliance: the insurer's dispute-resolution unit, its internal audit function, a consumer protection organisation and the ISA. The LIS also requires internal out-of-court procedures and disclosure of those procedures in the insurance terms. The insurer must respond to a complaint by an insured person or

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policyholder within 30 days of filing. It must also keep a register of complaints and report their number and outcome to the ISA (Art. 225-v(1)–(5)).

Under the Regulation on Complaints Submitted to the Insurance Supervision Agency by Insured Persons, Insurance Beneficiaries and Injured Third Parties (ISA Complaints Regulation), insured persons, beneficiaries and injured third parties may complain to the ISA after first submitting a written complaint to the supervised entity. They may approach the ISA if the reply is unsatisfactory or if the entity has neither decided the complaint nor notified them in writing within 30 days of duly receiving it. The ISA excludes matters that are the subject of court proceedings, a judgment or another ongoing procedure (ISA Complaints Regulation, Arts. 2(1), 3(1)–(2)). The ISA must reply in writing within 30 days of receiving the complaint (Art. 5(4)). A civil action for compensation follows the separate conditions in Article 5(4) of the LCTI.

The ISA received 395 complaints in 2025, compared with 291 in 2024, and motor third-party liability accounted for 31.90% of the 2025 complaints (Insurance Supervision Agency [ISA], 2026, p. 28). The 2024 report lists difficulties with the European Accident Statement and dissatisfaction with compensation amounts among common grounds for complaints (ISA, 2025, p. 28). The 2025 report identifies the same issues (ISA, 2026, p. 29). Those categories help identify where filing instructions and explanations of compensation warrant supervisory attention. Changes in complaint volume may reflect changes in the use of the complaint channel, in claims handling or in both.

Published research also provides context for assessing compensation amounts by comparing settled claim amounts per motor liability policy in North Macedonia with an inflation-based benchmark and examining differences between insurers (Mecheski et al., 2023, pp. 33, 35–36). Such measures can supplement complaint counts when identifying issues for further study.

3. Claims Handling in Croatia and Comparison

3.1 Receipt, Registration and the European Accident Statement

The Croatian Regulation requires the insurer to act actively and without delay to establish the basis and amount of a claim (Art. 3(1)); as a result, the burden of documenting the claim does not fall on the injured party alone. The insurer must notify the injured party in writing, without delay, of the claim number, the date of receipt and how to check the claim's status. It must request only necessary information and obtain documents available to it, including a police report where accessible. It must also define staff responsibilities, authorisation, deadlines, controls and reporting in its internal rules. Article 4(1) requires electronic registration within three working days of receipt and a

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chronological record of the subsequent steps (Croatian Regulation, Arts. 2(1), (3), 4(1)–(3); Marin, 2024, pp. 827–828, n. 72).

North Macedonia requires electronic registration within two working days and provides for the insurer to obtain evidence itself. Croatia spells out more expressly which requests the insurer may make to the injured party and which documents the insurer must obtain directly (Claims Regulation, Arts. 3(8), 7(1), 17(4); Croatian Regulation, Art. 2(1)).

In Croatia, participants in a traffic accident must complete, sign and exchange the European Accident Statement, and a duly completed statement may serve as a motor third-party liability claim (CTIA, Art. 38(1)). The Croatian Regulation requires insurers to explain that, when the statement is available, it may be used to file the claim or to describe the circumstances of the accident (Art. 2(1)). In North Macedonia, drivers involved in an accident causing only minor property damage may complete and sign the statement, in which case they need not notify the police. The statement cannot be completed and signed for accidents involving injury, death or major property damage (LRTS, Art. 219(1)–(3)). The vehicle owner must notify their own insurer and submit the completed statement within 30 days of the accident. Missing that deadline leaves the injured party's right to compensation intact (LCTI, Art. 22(1)–(2)). The Croatian rule provides a model for specifying when receipt of the statement can initiate a North Macedonian claim and how the insurer should acknowledge the date of receipt.

3.2 Assessment and Reasons for the Decision

The Croatian insurer must deliver a reasoned offer or reply without delay and within 60 days of receiving the claim. If that period expires without a response, the injured party may sue. Article 12(4) of the CTIA treats an action brought before the expiry of that period as premature. Article 3(6) of the Croatian Regulation excludes communications about missing documentation from the category of reasoned decisions. The Regulation specifies separate requirements where the insurer denies liability, accepts liability for only part of the loss or has yet to quantify the loss in full. Where relevant, the insurer must address disputed elements of an independent expert's report or of a repair estimate or invoice.

North Macedonia requires a reasoned reply on all points and provides for a separate request for missing material. Croatia makes that distinction express and gives the insurer more detailed instructions on the reasons required for each outcome (CTIA, Art. 12(1)–(2), (4), (7); Croatian Regulation, Arts. 2(1), 3(1)–(7); Claims Regulation, Art. 3(3)–(4), (9)–(13); Marin, 2024, pp. 826–828). The 2024 Regulation specified and standardised a duty to give reasons that already existed (Belanić, 2025, abstract, para. 1).

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Under the legislation in force before the December 2023 amendment, the courts did not treat a prior claim to the insurer as a precondition for bringing an action, so the 60-day rule operated without a sanction (Ćurković & Savić, 2023, pp. 213–214). This illustrates why the response deadline should be read together with the rules on recourse to court.

The additional detail matters in disputes over repair costs or the injured party's contribution to the loss. A claimant given only an amount and a list of documents may be unable to tell whether the insurer has reduced compensation for a lower repair valuation, depreciation or contributory conduct. The Croatian rules require a breakdown of the assessed loss and an explanation of the grounds for any adjustment and how it was calculated (Croatian Regulation, Art. 3(2), (3), points 2–3). The same question arises in neighbouring systems. In Bosnia and Herzegovina, monetary compensation, rather than restoration of the damaged vehicle to its pre-accident condition, is the only form of performance owed under an insurance contract (Đokić, 2023, p. 61). Insurers, particularly for partial damage to newer vehicles, accept the amount in a repair estimate if it is consistent with the damage inspection report, deduct value-added tax (VAT) that has not been paid and deduct depreciation on replacement parts according to the vehicle's type and age, while the calculation method itself is not regulated by law (Đokić, 2023, p. 62). In Croatian case law, a finding that the injured party did not contribute to the loss is most often based on the absence of a causal link between the injured party's act or omission and the loss (Bukovac Puvača & Markić, 2024, p. 25). An explanation of the adjustment helps the claimant identify the factual or legal finding to challenge.

3.3 Payment of the Offered or Undisputed Amount

In Croatia, the insurer must pay the amount stated in a reasoned offer or pay the undisputed amount in a reasoned reply as an advance. Payment is due within 15 days of dispatch of the offer or reply and, in any event, within 60 days of receipt of the claim. The 15-day period therefore does not add a further 15 days after the 60-day limit. If the payment is late, interest runs from the date on which the claimant filed the claim (CTIA, Art. 12(5)–(6)). The Croatian Regulation bars the insurer from making payment conditional on unnecessary acts, such as signing the offer, reply or settlement (Arts. 2(1), 3(5)). In North Macedonia, the motor liability payment period for the offered amount begins on delivery of the injured party's written response to the insurer, and the general law provides for an advance on request. Introducing an outer deadline for payment of the undisputed portion of a motor liability claim would therefore require addressing the statute as well as the Claims Regulation (LCTI, Art. 5(3), (5); LO, Art. 975(3)).

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If an insurer accepts liability for a repair but disputes part of the labour cost, the Croatian rules require it to explain the calculation and pay the amount it has established as undisputed within the statutory period (CTIA, Art. 12(5); Croatian Regulation, Art. 3(3), points 2–3). A comparable North Macedonian rule could specify that the advance is credited against final compensation and that the claimant remains free to contest the balance. It could also require the insurer to obtain any essential payment details promptly and record the steps taken to make payment.

3.4 Claimant Information and Complaints

The Croatian Regulation requires the insurer to publish key information in a visible place on its website, bring it to the injured party's attention and provide it on request when the claim is filed. The standalone notice must be clear, available in Croatian and English and at most two A4 pages when printed (Art. 5(1)–(2)). The insurer must explain how to object to its decision and respond in writing within 15 days of receipt of the objection. An interested person may also complain to HANFA about compliance with the insurer's duties (CTIA, Art. 12(2); IA, Art. 378(1)–(4); Croatian Regulation, Art. 3(2)–(3)). North Macedonia requires insurers to publish forms and document lists and to respond to a claims objection within 30 days. A common notice could bring together the applicable requirements, deadlines, payment rules and complaint routes (Claims Regulation, Arts. 2(6), 3(14)–(15)).

The European Insurance and Occupational Pensions Authority (EIOPA, 2012, Guidelines 1–7) treats complaints handling as a distinct supervisory function. Its guidelines call for a complaints policy, registration and analysis of complaints, clear information and a reasoned response when an insurer rejects the complainant's request in whole or in part. The Croatian insurance ombudsman forms part of the broader system of out-of-court consumer protection (Belanić, 2023, pp. 67, 91). Earlier Croatian scholarship describes mediation through the Croatian Insurance Bureau as a voluntary mechanism for resolving insurance disputes (Primorac & Miletić, 2016, p. 402). Supervisory complaints can bring recurring procedural issues to light, whereas a disputed right to compensation can be pursued in civil proceedings.

In 2025, HANFA received 153 complaints concerning insurance companies (Croatian Financial Services Supervisory Agency [HANFA], 2026, pp. 84–85). Of those, 80 concerned motor insurance. Within that group, 56 related to compulsory motor third-party liability, and 24 to own-damage cover. The report identifies disputes over entitlement, the amount of compensation and the way claims were handled (HANFA, 2026, pp. 85–86). Motor liability thus accounts for roughly one third of insurance complaints in both reports (56 of 153 in Croatia; 31.90% in North Macedonia) (HANFA, 2026, pp. 84–85; ISA, 2026, p. 28). The different populations covered and the absence

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of a shared denominator of claims filed limit the comparison to the issues raised with each supervisor.

Taken together, the procedural duties compared in Sections 2 and 3 share a common core but differ at several stages. Both systems require a reasoned offer or reply within 60 days of receipt of the claim (LCTI, Art. 5(2); Claims Regulation, Art. 3(9); CTIA, Art. 12(1)). Before that point, a North Macedonian insurer must enter the claim in its electronically kept Book of Claims within two working days, the claim receives a unique number, and the insurer must request any missing documents in writing or electronically within 14 days of filing (Claims Regulation, Arts. 3(3)–(4), 7(1), 17(4), (6)). A Croatian insurer has three working days to register the claim and must notify the injured party in writing of the claim number, the date of receipt and how to check the claim's status. It may request only necessary information, and a request for missing documents does not count as a reasoned decision (Croatian Regulation, Arts. 2(1), 3(6), 4(1)).

The main differences concern payment and the stages after the decision. In North Macedonia, the offered amount is payable within 14 days of delivery of the injured party's written response to the insurer, and statutory default interest is charged on late payment (LCTI, Art. 5(5)). If the amount has not been determined within the general period, the undisputed part is paid as an advance on request; a claim estimated at up to MKD 35,000 must, once the insurer has established its obligation, be paid within that period without requiring a signed settlement (LO, Art. 975(1), (3); Claims Regulation, Art. 3(16)). In Croatia, the offered amount, and the undisputed amount stated in a reasoned reply as an advance, must be paid within 15 days of dispatch and in any event within 60 days of receipt of the claim, with default interest running from the date the claim was filed (CTIA, Art. 12(5)–(6)). An objection is answered within 30 days in North Macedonia and within 15 days in Croatia (Claims Regulation, Art. 3(14); CTIA, Art. 12(2); IA, Art. 378(2); Croatian Regulation, Art. 3(2)).

Two further differences concern the European Accident Statement and claimant information. North Macedonia requires the vehicle owner to submit the statement to their own insurer within 30 days without affecting the injured party's right if that deadline is missed (LCTI, Art. 22(1)–(2)), whereas Croatia makes completion of the statement mandatory and allows it to serve as the claim (CTIA, Art. 38(1)). North Macedonia relies on written information given at the conclusion of the contract where the insured is a natural person and on published forms and document lists (LIS, Art. 50(1); Claims Regulation, Art. 2(6)), whereas Croatia requires a standalone notice of no more than two A4 pages in Croatian and English (Croatian Regulation, Art. 5(1)–(2)). In North Macedonia, only the LCTI rules are specific to motor third-party liability; the provisions cited from the Claims Regulation, the LO and the LIS are not limited to that class of insurance.

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4. Transferability of the Croatian Solutions and Implementation Challenges

4.1 Why the Croatian Solutions are Transferable

Several features of the two systems make the Croatian solutions a suitable reference point for North Macedonia, although not a model to be adopted wholesale. First, the two legal orders share a common doctrinal basis. Both states took over the 1978 Yugoslav Law on Obligations as their own law after independence (Zakon za obligacionite odnosi, 1978; Ustaven zakon za sproveduvanje na Ustavot na Republika Makedonija, 1991, Art. 5; Zakon o preuzimanju Zakona o obveznim odnosima, 1991), and later replaced it with their current codifications: the North Macedonian LO of 2001 and the Croatian Civil Obligations Act of 2005 (Zakon o obveznim odnosima, 2005). The two legal orders address the injured party's direct claim against the liability insurer, the maturity of the compensation obligation and default interest through comparable concepts (LO, Arts. 175, 997; Atlija, 2016, pp. 41, 44–45). Regional scholarship on maturity, default interest and the calculation of vehicle damage likewise deals with the same questions across neighbouring systems (Đokić, 2023, pp. 61–62; Lepir, 2024, pp. 59–60). A Croatian rule on when the offered amount must be paid, or on how a deduction must be explained, therefore does not have to be translated into an unfamiliar conceptual framework.

Second, the two frameworks already share the same procedural architecture. Both require a reasoned offer or reply within 60 days of receipt of a motor liability claim, both allow the injured party to bring an action if no response is received within that period, and both rely on a sectoral supervisor that adopts binding implementing regulations and receives complaints (LCTI, Art. 5(2), (4); LIS, Arts. 158-b(1), item 4, and 225-a; Claims Regulation, Art. 3(9); CTIA, Art. 12(1), (4), (8); IA, Art. 378). The solutions proposed in this article operate within that architecture: they specify the content of existing duties and fix the end point of an existing payment period. They do not require North Macedonia to create new institutions or remedies or to reallocate competences between insurers, the supervisor and the courts. This makes them less disruptive than reforms that would alter the substantive basis of liability or the structure of dispute resolution.

Third, both countries are measured against the same external benchmark. Croatia applies the MID as an EU Member State, while North Macedonia, as a candidate country, uses it as a benchmark for legislative approximation (European Commission, n.d.; MID, Art. 22). The December 2023 amendment of the CTIA and the 2024 Croatian Regulation show how a legal system with a comparable starting point has given detailed effect to that benchmark (Marin, 2024, pp. 826–828). Drawing on that experience would allow North Macedonia to align its rules with the MID without designing each procedural detail anew.

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Transferability nevertheless has limits. The Croatian Regulation governs motor third-party liability and, as appropriate, other compulsory traffic insurance, whereas the North Macedonian Claims Regulation covers life and non-life insurance generally (Croatian Regulation, Art. 1(1)–(2); Claims Regulation, Art. 1). The Croatian solutions are therefore most directly transferable to the LCTI and to the provisions of the Claims Regulation that apply to motor liability claims. Their extension to other classes would require a separate assessment of how claims are handled in those classes. Likewise, the Croatian rule on the European Accident Statement presupposes a general duty to complete the statement (CTIA, Art. 38(1)), whereas North Macedonian law permits its use only for accidents causing minor property damage (LRTS, Art. 219(1)–(3)). A North Macedonian rule allowing the statement to serve as a claim would therefore need to be confined to accidents for which the statement may lawfully be completed.

4.2 Challenges to Implementation

The first challenge concerns the level at which the reforms must be adopted. An outer payment deadline running from receipt of the claim would change the rule in Article 5(5) of the LCTI and must therefore be enacted by statute; the ISA cannot introduce it by amending the Claims Regulation alone. The amendment would need to be coordinated with Article 975 of the LO, the simplified procedure in Article 3(16) of the Claims Regulation and the misdemeanour provision in Article 66-a of the LCTI, so that the payment deadline, default interest and sanctions form a coherent whole. Without such coordination, the reform could add a further layer of overlapping deadlines instead of clarifying the existing ones. By contrast, more detailed requirements on reasons, evidence-gathering and claimant information build on duties already laid down in the Claims Regulation (Arts. 2(6), 3(3)–(13)) and could largely be introduced through its amendment.

Second, a firm outer deadline may encourage insurers to issue a reasoned reply that denies or reduces liability while the file is still incomplete, merely to meet the deadline. The Croatian rule that a request for missing documents is not a reasoned decision (Croatian Regulation, Art. 3(6)) addresses only part of this risk. A North Macedonian reform would also need to specify how the payment deadline applies where the claimant has not supplied essential documents despite repeated requests and to align that rule with Article 5(9) of the Claims Regulation. A duty to pay the undisputed amount as an advance, combined with the claimant's freedom to contest the balance, would reduce the risk that a deadline-driven decision leaves the claimant without any payment.

Third, a duty on insurers to obtain accessible documents themselves depends on the cooperation of the Ministry of Internal Affairs and other authorities. The LCTI already

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requires those authorities to provide accident data at the insurer's request (Art. 23(2)), but the reform would be effective only if requests and responses can be exchanged within periods compatible with the 14-day assessment period and the 60-day response deadline. This raises practical questions about electronic exchange of accident records, the time within which the authorities must respond and the processing of personal data, particularly medical records relating to bodily injury. The rules should also specify whether a delay attributable to an authority affects the insurer's deadlines.

Fourth, itemised explanations and a standardised notice would require changes to insurers' templates, information systems and staff training. The additional burden may be moderate, because North Macedonian insurers already keep an electronic Book of Claims, assign a unique number to each claim and archive each document with its date (Claims Regulation, Art. 17(1)–(8)). Smaller insurers may nevertheless need a transitional period. Model templates prepared by the ISA in consultation with the insurance industry could reduce compliance costs and make explanations comparable across insurers. The ISA would also need to decide in which languages the notice should be available; the Croatian requirement of a notice in the national language and in English (Croatian Regulation, Art. 5(2)) offers one model.

Finally, more specific duties will improve the claimant's position only if compliance is monitored. Complaint data reveal recurring problems but not settlement times, so the ISA would need data from claim files on the time from receipt to decision and from receipt to payment. Insurers already record those dates (Claims Regulation, Arts. 16, 17(8) and Annex 1). The Croatian reform is recent, and its effect on settlement practice has not yet been established empirically. North Macedonia could therefore introduce the reforms together with a review after a defined period, based on the supervisory data, and assess whether the existing fines under Article 66-a of the LCTI are sufficient to match the MID standard of appropriate, effective and systematic penalties (MID, Art. 22).

5. Conclusions

The comparison supports the working hypothesis at the level of legal design. Both countries require a reasoned offer or reply within 60 days of receipt of a motor liability claim. Croatia places a more specific duty on insurers to obtain accessible evidence, explain their calculations and pay accepted amounts by an outer deadline. North Macedonia sets a shorter deadline for electronic registration and has established rules on reasons, payment and complaints. The comparison identifies safeguards relevant to the protection of insured persons and injured parties while distinguishing the specific rules governing direct motor liability claims. Because the Croatian rules govern motor liability and other compulsory traffic insurance claims, their transfer to classes outside compulsory traffic insurance would require separate assessment. The supervisory data

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identify recurring complaint topics. Actual settlement times and the effect of the Croatian reform remain questions for empirical study.

The comparison points to three areas in which Croatian solutions could inform reform in North Macedonia. First, the LCTI should set an outer deadline running from receipt of the claim for payment of the amount offered or otherwise established as undisputed. It should specify when default interest begins and provide that payment of an advance leaves the injured party free to challenge the remainder. The reform should expressly coordinate that duty with Article 975 of the LO and the simplified payment procedure in Article 3(16) of the Claims Regulation. The LCTI already penalises failure to meet the deadlines in Article 5(2) and (5) with a fine (Art. 66-a(1), item 2-a). It does not, however, expressly link default interest to a failure to make a reasoned offer within 60 days, leaving that question to the general rules on maturity and default in the LO (LCTI, Art. 9; LO, Arts. 175, 266, 313). An express rule would provide legal certainty and align the LCTI more closely with Article 22 of the MID, which requires interest where a reasoned offer is not made in time.

Second, the existing duty to give reasons should be made more specific by requiring an itemised explanation of the amount offered, including disputed repair items, depreciation and any reduction for the injured party's contribution to the loss. The Claims Regulation already requires the insurer to request missing documents and refers to documents it obtains ex officio (Art. 3(4), (8)), and the authorities must provide accident data at the insurer's request (LCTI, Art. 23(2)). Building on these rules, the Claims Regulation should specify which accessible documents, such as police records of the accident, the insurer must obtain itself and limit requests to the claimant to the necessary information. It should also state expressly that a request for additional material does not constitute a reasoned offer or reply. Clarifying the relationship between the 60-day response duty and the rule governing incomplete files would help claimants verify when and on what grounds the insurer acted.

Third, North Macedonian rules should specify when a duly completed European Accident Statement can serve as a claim and require the insurer to acknowledge its date of receipt. More generally, a standardised notice could bring together the existing information requirements, the deadlines and complaint routes applicable to the relevant insurance class, and an explanation of advance payments where available. Clear allocation of internal responsibilities and monitoring of internal deadlines could help insurers implement their existing procedural duties. Insurers already archive claim documents with the dates of receipt, decision and dispatch (Claims Regulation, Art. 17(8)); publishing the average time from receipt to decision and from receipt to payment, for example, in the ISA's annual reports, would make it possible to evaluate the effect of those reforms.

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Section 4 explains why these solutions are transferable: the two systems share a doctrinal basis in the law of obligations, the same procedural architecture for motor liability claims and the MID as a common benchmark. Their implementation would nevertheless require a statutory amendment of the LCTI coordinated with the LO, safeguards against premature decisions on incomplete files, timely access to accident records, a transitional period and model templates for insurers, and supervisory monitoring based on claim-file data. Addressing those conditions would allow the reforms to strengthen the protection of insured persons and injured parties in practice, not only in legal design.

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