

ECONOMIC COMMUNITY OF WEST AFRICAN STATES



THE BROWN CARD PROTOCOL

And Related texts

**A/P1/5/82 PROTOCOL ON THE ESTABLISHMENT OF AN
ECOWAS BROWN CARD RELATING TO MOTOR VEHICLE
THIRD PARTY LIABILITY INSURANCE**

PREAMBLE

THE GOVERNMENT OF MEMBER STATES OF THE ECONOMIC COMMUNITY OF WEST AFRICAN STATES

NOTING the rapid increase in international road traffic in ECOWAS Member States and the problems raised by such traffic in regard to motor vehicle liability insurance;

CONSCIOUS of the need to guarantee, for road accident victims, fair and prompt compensation for damage they may have sustained as a result of such accidents;

ANXIOUS to facilitate, for their nationals driving their vehicles within the Member States, payment of compensation due from them as a result of accidents they may have caused and to enable them to comply with their obligations under local law or regulations on the subject;

DESIROUS of encouraging the development of trade and tourist exchanges between African countries;

CONVINCED that the establishment of common system for the settlement of claims arising in international motor vehicle traffic will lead gradually to a desirable harmonisation between the parties to the present Protocol of the laws and regulations governing liability in respect of motor vehicle accidents;

WISHING to offer their insurance markets an opportunity and a means to develop international links and exchanges, which will inevitably contribute to the expansion of these markets;

AWARE of the satisfactory results obtained by the international insurance card scheme which has been in force for many years in Europe, and of the institution of a similar scheme by the Arab countries;

DECIDE to establish, by this Protocol, an ECOWAS BROWN CARD covering motor vehicle liability when the vehicle insured is passing through the territories of the parties to this Protocol such cover providing at least the same guarantees as those required by the laws in force in territory of each of the parties.

ARTICLE 1

STRUCTURE OF THE SCHEME

1. The liability insurance scheme established by this Protocol shall have, as its legal, technical and financial basis, the guarantees which are afforded to motorists proceeding to an ECOWAS Member State by taking out an insurance policy on the usual terms with an insurer authorised to undertake this type of business in the country which is the point of departure for the journey.

2. The Scheme be based materially on an ECOWAS BROWN CARD whose form, as well as the guarantees it affords, are defined in the provisions of Article 4 of this Protocol.
3. The ECOWAS BROWN CARD shall be issued by a National Bureau established by each party tot his Protocol in accordance with the provisions of Article 5 of this Protocol. The card shall be issued to motorists through the insurers with whom they have taken out a liability insurance policy valid when driving in their own country.
4. Each National Bureau shall settle, on behalf of its member insurers, claims arising from accidents caused abroad by holders of the cards it has issued, and shall also handle claims arising from accidents caused in its country by holders of cards issued by the National Bureaux of other parties to this Protocol. It may also take over the settlement of claims under cover of joint deposit, the ECOWAS BROWN CARD constituting proof of this deposit.
5. The legal, administrative and financial operation of the scheme established by this Protocol shall be coordinated and supervised by a Council of Bureaux of which all the National Bureaux of the parties to this Protocol shall be members in accordance with the provisions of Article 6 of this Protocol.

ARTICLE 2

PARTICIPANTS IN THE SCHEME

1. Parties to this Protocol shall participate in the Scheme as principal participants.
2. Insurers, irrespective of their legal of financial structure, which are authorised by the competent authorities of their countries of activity to undertake insurance operations against liability risk in respect of motor vehicle accidents, shall participate in the scheme as subsidiary participants. The participation of such insurers in the present scheme shall be subject to their membership in the National Bureaux of their countries of activity.

ARTICLE 3

RESPONSIBILITY OF THE PARTICIPANTS

1. The responsibilities of a party to this Protocol shall be :
 - a. To recognise the ECOWAS BROWN CARD and to enact laws and regulations for the establishment of the scheme, and particularly for the creation of its National Bureau;
 - b. To ensure that its National Bureau is established and functions in accordance with the provisions of this Agreement, and that it joins the Council of Bureaux and complies with the decisions of the Council;
 - c. To guarantee the solvency of its National Bureau;

- d. To deposit at its National Bank or a designated Commercial Bank a letter of credit in the amount equivalent to 174,000 UA to guarantee the performance by its National Bureau of the obligations under Article 5.
 - e. Drawing may be made under the West African Clearing Account to discharge any obligation under this scheme.
2. The responsibilities of subsidiary participant shall be;
 - a. To issue to its policy holders ECOWAS BROWN CARDS, guaranteeing such policy holders adequate cover against the motor vehicle third party risks they incurring the countries which they visit ;
 - b. To undertake, by way of reimbursement to the National Bureau, payment of compensation for damages and any accessory or related expenses;
 - c. To contribute to the operating expenses of the National Bureau and through the Bureau, to the operating expenses of the Council of Bureaux.

ARTICLE 4

THE ECOWAS BROWN CARD

1. An ECOWAS CARD is hereby established.
2. This card shall be of a strictly uniform type to be determined by decision of the Council Bureaux, which alone may alter the format, typographical layout, colour and content of the Card.
3. The card shall include the following particulars ; the name and address of the National Bureau which has issued it, particulars of the insurer insuring the motor vehicle, the identity of the policy holders, identification of the policy holders, identification of the vehicle, period of validity of the card, its individual serial number; a list of countries in which it is valid; and the name and address in each of those countries, of the National Bureau which the policy holder shall notify in the event of an accident. The card shall be signed by the insurer and by the policy holder.
4. The guarantee provided by the ECOWAS BROWN CARD shall cover the liability incurred by the holder of the card in accordance with the laws of each member country which he visits.
5. Notwithstanding the terms of the insurance policy under which it is issued, the card shall provide all guarantees required by the laws or regulations governing compulsory motor vehicle insurance in the country in which the accident occurred. Such guarantees shall be subject to the conditions and limitations contained in the insurance policy, if the said conditions and limitations are permitted by the laws or regulations of the party to this Protocol in which the accident has occurred.

6. The ECOWAS BROWN CARD shall be recognised as a valid certificate of insurance in the territories of the parties to this Protocol in which the production of such a certificate is required, either within the national territory or at its frontiers, as a condition for the circulation of motor vehicles.
7. For a party in whose territory insurance is not compulsory by law, the guarantee provided by the ECOWAS BROWN CARD shall correspond to the third party liability on the motorist in accordance with the laws and regulations in force in the country where the accident occurred, as interpreted and applied by the local judicial or administrative authorities.
8. During the period of its validity, the ECOWAS BROWN CARD should constitute proof of the existence of an insurance policy. It will be effective only in the event that the original cover is in force.

ARTICLE 5

THE NATIONAL BUREAUX

1. The status of each National Bureau shall be defined by the legal provisions in force, for this category of establishment, in the territory of a party to this Protocol. Its method of operation shall be determined by the legal instrument by which it is created.
2. In accordance with paragraph 2 of Article 2, each National Bureau shall be composed of insurers authorised by the local supervisory authorities for insurance against motor vehicle liability risks. The insurer shall apply for admission to the National Bureau and shall provide the Bureau with any guarantees it may require. In a country where one single State-owned insurance company has the monopoly of all insurance operations, the Government of that party to this Protocol may designate that company to act as the National Bureau of that country.
3. That National Bureau shall be financed by the contributions of members. The amount and method of payment of contributions shall be determined at the time of admission to membership.
4. The members shall undertake to place at the disposal of the National Bureau as advances, at its request, the sum necessary for its operation.
5. The dissolution of a National Bureau shall be at the initiative of the Government of the Party to this Protocol which shall take the necessary decision, stating the conditions and modalities of the dissolution. The notification of this decision shall be made to the Council of Bureau at least six months before the dissolution. The National Bureau shall act either as an agency issuing ECOWAS BROWN CARDS or as an agency handling commitments under ECOWAS BROWN CARDS issued by other National Bureaux.

A. The National Bureau, as an issuing agency:

- (a) shall arrange for the printing of the cards and shall allot to each of them a serial number in a single series; it shall issue the cards to insurers who are members of the Bureau and who request them. The said insurers shall keep a record enabling them to identify card-holders and the particulars shown on their cards; the insurers shall undertake not to issue cards to persons other than their own policy-holders who have taken out a policy against motor vehicle liability risks;
- (b) shall give to each of the National Bureau of other signatories to this Protocol a general mandate authorising them to receive statements and claims concerning accidents caused in the territory of such other parties by the holders of the cards it has issued, to proceed with the investigation of such accidents and to pay compensation on request, supported by the usual documents of proof.
It shall reimburse the National Bureau which has paid compensation as follows:

- (i) The total amount paid by way of damages, expenses and disbursements or, where the settlement is made by amicable agreement, the amount agreed in the settlement including the agreed expenses. Fines shall on no account be reimbursed;
 - (ii) The expenses actually incurred in the investigation and settlement of the claim;
 - (iii) A handling fee calculated as a percentage of the amount of damages and legal costs of expense agreed upon in a settlement by amicable agreement. This percentage shall be determined in advance and for all cases by the Council of Bureaux.
- (c) Shall make reimbursement as calculated on the above-mentioned basis, including the minimum handling fee, even if the claim has been settled without any payment being made to an injured third party. Reimbursement shall be made to the requesting National Bureau; in the currency of its country and free of any exchange or transfer charges,
- (d) shall pay interest on the amount involved at the rate of 8 % calculated from the date the claim is made up to the day it is paid, if after a period of three months from the day the request for reimbursement is made the settlement has not been received.

B. The National Bureau, as a handling agency

- (a) shall, as soon as it is informed of an accident caused in a country which is a Party to this Protocol by the holder of an ECOWAS BROWN CARD issued by the National Bureau of another Party to this Protocol, act in the best interest of the Bureau on receiving a claim for damages, it shall undertake necessary verification concerning the circumstances of the accident and, on the basis of these verifications, it shall advise the issuing Bureau and take any administrative or non-judicial action which it deems necessary. At the judicial level, the Bureau, in its capacity as a handling agency, shall be entitled to make any steps to institute or contest an action.

In the case of claims for damages below a certain amount established by agreement with each of the other issuing Bureaux the Bureau may agree to a settlement out of court;

(b) shall not knowingly entrust or relinquish the handling of a claim to an insurer or to any person who may have a financial interest in the accident which has given rise to the claim;

(c) shall be entitled, in a case where the compensation payable is in excess of 8,696 UA, to require the issuing Bureau to instruct a bank or other financial establishment to place immediately at its disposal, at its registered office, a sum corresponding to the estimated amount of the compensation.

ARTICLE 6

THE COUNCIL OF BUREAU

1. The Council of Bureau (hereinafter referred to as "the Council,") is hereby established.
2. The Council shall consist of one full fledged representative and one alternate representative of ECOWAS as well as one full fledged representative and one alternate representative selected from each National Bureau. It shall appoint on rotator basis its Chairman and Vice-chairman the members present shall elect one representative to preside over the meeting.
3. The Council shall hold its first meeting not later than two months after the entry into force of this Protocol at the Executive Secretariat of ECOWAS which shall be the Temporary Headquarters of the Council until such a time the Council may decide on its Headquarters.
4. The Council shall meet at least once a year at a place and on a date which it shall determine. On the initiative of its Chairman or at the request of at least one third of its members, a meeting of the Council may be summoned by invitation to members at least 30 days before such a meeting.
5. The Council shall itself establish the agenda for its meetings, and only items included in the agenda shall be discussed. Items proposed in writing to the Chairman by at least a quarter of the members not less than ten days before the meeting shall be included in the agenda.
6. Each member of the Council shall have one vote, with the exception of decisions under paragraph 12 of Article 6, decisions of the Council shall be by a simple majority vote; decisions shall require the presence of the representatives of at least half the members.
7. The Council shall appoint the Chairman who shall hold office for one year and coordinate the activities of the Council.

8. The Council shall establish its annual budget and shall fix the annual contributions to be paid by members which shall be an equal amount as among the members.
9. The Council shall have a general function of orientation, coordination and supervision over the whole of the ECOWAS Insurance Scheme established by this Protocol.
10. The Council shall determine the form and content of the ECOWAS BROWN CARD
11. The Council shall coordinate the operation of the National Bureaux. For this purpose, it shall prepare a standard inter-Bureaux contract which shall be signed by all Bureaux and which the Council alone shall be entitled to amend. This contract shall in particular determine the maximum amounts for the delegation of owner of settlement by one National Bureau to another, and the minimum handling fee payable for each case handled by them.
12. Any dispute between two or more National Bureaux as to the interpretation on application of this Protocol shall be referred to Council. The Council shall decide the dispute on absolute majority. The decision shall be notified to all the National Bureaux and the Council shall see to its execution.
13. The Council shall on its own initiative or on the initiative of any Government party to this Protocol consider and, if it deems it advisable, propose changes in the laws or regulations of the parties to this Protocol with a view to improving the functioning of the ECOWAS BROWN CARD scheme, or to harmonising the systems of compensation for damages occasioned by road traffic accidents, or to improving accident prevention

ARTICLE 7

WITHDRAWALS AND EXCLUSIONS

1. A party this Protocol may withdraw from it at any time after the expiration of a period of one year from the date on which this Protocol has entered into force by means of notification in writing addressed to the Executive Secretariat of ECOWAS. The withdrawal shall take effect twelve (12) months after the date of receipt of the notification by the Executive Secretariat, during which period the withdrawing Party shall remain liable for its financial obligation under this Protocol.

Any insurer member ceasing for any reason, to be a member of the National Bureau shall remain bound by the undertakings assumed by the Bureau during the period of its membership.

2. If any Party is in breach of its obligations under this Protocol and such breach substantially impairs the operation of this Agreement the Heads of State and Government may by a resolution exclude such a Party from this Protocol.

3. The Council of Bureaux shall determine any settlement of accounts with a withdrawing or excluded Party. A withdrawing or excluded Party shall not be discharged from its obligations until the extinction of all its existing liabilities.

ARTICLE 8

REVISION AND AMENDMENT

1. Any Party to this Protocol may submit proposals for amendments or revision of this Protocol
2. Any such proposal shall submit to the Executive Secretariat of ECOWAS which shall communicate them to other Member States not later than thirty days after receipt of such proposals. Amendments or revisions shall be considered by the Heads of State and Government after parties have given one month's notice thereof.

ARTICLE 9

ENTRY INTO FORCE

1. The present Protocol shall enter into force provisionally upon ratification by at least seven (7) signatory states in accordance with the constitutional procedures applicable to each Member State.
2. This Protocol and all the instruments of ratification shall be deposited with the Executive Secretariat which shall transmit certified true copies of this Protocol to all Member States informing them of dates on which the instruments of Ratification have been deposited.

This Protocol shall be registered with the Organisation of African Unity, the United Nations Organisation and such Organisations as the Heads of State and Government of ECOWAS shall determine.

**IN FAITH WHEREOF WE THE HEADS OF STATE AND GOVERNMENT OF THE
ECONOMIC COMMUNITY OF WEST AFRICAN STATES HAVE SIGNED THIS PROTOCOL**

***DONE AT COTONOU THIS 29th DAY OF MAY 1982 IN SINGLE ORIGINAL IN THE
ENGLISH AND FRENCH LANGUAGES BOTH TEXTS BEING EQUALLY AUTHENTIC.***

.....
H.E Colonel Mathieu KEREKOU
President of the People's
Republic of Benin

.....
H.E. Flight Lieutenant
Jerry John RAWLINGS
Chairman, Provisional National
DEFENCE COUNCIL (P.N.D.C.)
Republic of GHANA

.....
Hon. Brigade Commander
Pedro PIRES Prime Minister
For and on behalf of the

.....
H.E. Ahmed Sekou TOURE
President of the People's
Revolutionary Republic of

.....
H.E. Felix Houphouet BOIGNY
President of the Republic of
Ivory COAST

.....
Hon. Victor SAUDE MARIA
Vice Chairman of the
Revolutionary Council, Prime
Minister, for an on behalf of the
President of the Republic of
GUINEA BISSAU

.....
Hon. Dr. Momodou S.K. MANNEH
Minister of Economic Planning
And Industrial Development,
For and on behalf of the President
of the GAMBIA

.....
H. E. COLONEL SAYE ZERBO
President of the Military
Committee for Redress for National
Progress, Head of State of the
Republic of UPPER VOLTA

.....
H.E. Samuel Kanyon DOE
Commander-in-Chief, Chairman
Of the People' Redemption
Council and Head of State of the
Republic of LIBERIA

.....
H.E. Alhadj Shehu SHAGARI
President of the Federal
Republic of NIGERIA

.....
Non. Drissa KEITA
Minister of Finance and
Commerce for and on behalf
Of the President of the
Republic of MALI

.....
H.E. Abdou DIOUF President
of the Republic of SENEGAL

.....
H.E. Lt Colonel Mohamed Khouna
Ould Haidalla President of the
Military Committee of National
Salvation
Head of State of the Islamic
Republic of MAURITANIA

.....
H.E. Dr. Siaka STEVENS
President of the Republic
of SIERRA LEONE

.....
H.E. COLONEL SEYNI KOUNTCHE
President of the Supreme
Military Council, Head of
State of the Republic of Niger

.....
H.E. General Gnassingbe EYADEMA
President of the Republic of
TOGO

***C/DEC 2/5/83 DECISION RELATING TO THE IMPLEMENTATION OF THE
ECOWAS INSURANCE BROWN CARD***

THE COUNCIL OF MINISTERS

MINDFUL of Article 6 of the ECOWAS treaty establishing the Council of Ministers and defining its composition and functions;

MINDFUL of Article 40 of the Treaty the Free Movement of Goods and Persons between Member States;

MINDFUL of the need to encourage he Free Movement of Goods and Persons between Member States;

HAVING examined the 18-23 April, 1983 Conakry Report of the Transport, Telecommunication and Energy Commission;

DECIDES

ARTICLE 1

FOR THE EFFICIENT AND EFFECTIVE IMPLEMENTATION OF THE ECOWAS BROWN CARD:

- (a) each Member State shall nominate a National Company or distinct body to play the role of National Bureau,
- (b) each Member State shall establish a National Bureau not later than the 1st of August, 1983,
- (c) there shall be established a council of Bureaux not later that 1st October, 1938,
- (d) each Member State shall ensure the ratification of the Protocol Before the 31st of December, 1983, in order for the ECOWAS Insurance Brown Card to enter into force definitively on the 1st of January, 1984.

ARTICLE 2

This decision shall come into force upon signature and shall be published in the Official Journal of the Community and in the National Gazette of each Member State.

DONE AT CONAKRY THIS 7TH DAY OF MAY, 1983, IN ON SINGLE ORIGINAL IN THE ENGLISH AND FRENCH LANGUAGES, BOTH TEXTS BEING EQUALLY AUTHENTIC.

FOR THE COUNCIL

HONOURABLE MAMOUNA MALICK TOURE

THE CHAIRMAN

AGREEMENT FOR THE IMPLEMENTATION OF ECOWAS BROWN CARD SCHEME (INTER-BUREAU AGREEMENT)

THIS AGREEMENT is made the day of one thousand nine hundred and (1984).

BETWEEN

For the purposes of implementing the provision of Protocol A/P1/5/82 on the establishment of an ECOWAS Brown Card relating to Motor Vehicle Third Party Liability Insurance, the signatory National Bureau established in accordance with paragraph 3. of Article 1 of the Protocol have agreed to the following:

ARTICLE 1

For the purpose of this Agreement the following words and expressions shall have meanings here in assigned to them and no other:

- (a) "Protocol" means the Protocol signed by Member States of ECOWAS establishing a West African Motor Insurance Scheme otherwise known as "the Brown Card"
- (b) "Member" or "Insurer" means an insurance company or underwriting group which is a member of National Bureau.
- (c) "Issuing Bureau" means the National Bureau who supplied a Brown Card to an insurer and who has responsibility for the payment of claim arising under the Scheme.
- (d) "Handling Bureau" means the National Bureau of the Country where a motor accident occurs.
- (e) "Insured" means a person insured under policy of insurance who holds a valid Brown Card.
- (f) "Vehicle" means any motor vehicle described either on a Certificate of Insurance or on the Brown Card.
- (g) "Brown Card" means the ECOWAS Brown Card issued by a National Bureau and delivered to an insured by a member. This card shall be deemed to be giving a motor third party liability insurance company for those guarantee required by the laws of countries for which the card is valid. The period of validity shall be stated on card, and shall in no case exceed that of the insurance policy.
- (h) "Insurance Policy" means a policy of insurance issued by an insurer to an insured to cover liability arising out of the use of a vehicle.
- (i) "Accident" means an accident giving rise or liable to give rise to a claim against the insured as a result of the use of the insured vehicle.
- (j) "Council of Bureau" means the body established under Article 6 of the Protocol.

ARTICLE 2

Each National Bureau shall issue Brown Cards to its members, and the members shall deliver such cards to their respective insured.

The issue of Brown Cards by National Bureau shall be in conformity with the provisions of Article 4 of the Protocol.

ARTICLE 3

- (a) When an accident occurs in a country which is a party to the Protocol, in which a holder of a Brown Card is involved, and which may give rise to claim against him, the handling Bureau in this Country shall receive all relevant notifications on behalf of the Insurer.
- (b) As soon as any such accident is notified, the Handling Bureau without waiting a formal claim against the holder of Brown Card shall proceed with the normal investigations and evaluation of the loss.
- (c) The Handling Bureau shall also notify the Issuing Bureau of the accident for further transmission to its Member who delivered the Brown Card to the Insured.
- (d) Nothing in this Agreement relieves the Insured from the duty to give notice to his Insurer regarding the accident in which he is involved.

ARTICLE 4

- (a) The Handling Bureau shall subsequently negotiate the claim with the Third Party or Parties on behalf of the member and submit to the Issuing Bureau a full report indicating the nature and extent of the material damage or bodily injuries supported by medical report as well as details of proposed settlement terms. The total amount of claims per one accident shall include compensation to be paid to the third parties, legal expenses and other incidental expenses incurred with the exception of the handling fees due to the Handling Bureau.
- (b) The issuing Bureau shall not make payments arising from Court fines.

ARTICLE 5

Where the settlement referred to in Article 4 above does not exceed 3000 UA per accident the Handling Bureau shall settle and notify the Issuing Bureau which shall reimburse the Handling Bureau.

ARTICLE 6

Where the settlement is above 3000 UA per accident the Handling Bureau shall to obtain prior approval of the Issuing Bureau and that of its member which delivered the Brown Card before the effective payment of the claim.

ARTICLE 7

The handling Bureau shall be entitled to handling fees amounting to 3 % of the amount of claims settled by it subject to the maximum of 1000 UA. For claims which have been closed without payment a flat fee of 100 UA shall be due to it.

ARTICLE 8

In all cases of negotiating or discussing a claim, the Handling Bureau shall act in full compliance with the requirements of insurance law of the country of accident and the Issuing Bureau shall ensure that this is done.

ARTICLE 9

All loss settlements made by the Handling Bureau within the terms of this Agreement shall be responsible for any acts carried out on its behalf.

ARTICLE 10

The Handling Bureau may act through any one of its Members, but shall be responsible for any acts carried out on its behalf.

ARTICLE 11

Where a claim cannot be settled out of Court then only the Handling Bureau may accept service of any legal process against the Insured. In such a case, the Handling Bureau shall arrange legal defence of suit and the legal fees and expenses incurred thereby shall be charged to the account of the Issuing Bureau

ARTICLE 12

- (a) The accounts between the Handling Bureaux and the Issuing Bureaux in respect of loss settlements under this Agreement shall be closed quarterly, and rendered by the Handling Bureaux as soon as possible thereafter.
- (b) Accounts shall be confirmed by the Issuing Bureaux within one month of the receipt, and any balance due shall be settled immediately thereafter.
- (c) Any payment hereunder shall be made in original currency of the settled claim.
- (d) National Bureau in their dual capacity as Handling and Issuing Bureaux may, at their discretion set up clearing systems affecting amounts due to or by them under this Agreement.
- (e) Notwithstanding anything contained in this Agreement, the Handling Bureau may request from the Issuing Bureau immediate payment of any loss settlement which equals or exceeds 10000 UA.
- (f) After three months since the close of a quarter or after the due date of an immediate payment, reimbursement has not been made to the Handling Bureau, an 8 % compound interest rate per annum calculated after the due date shall be added to the sum due.

ARTICLE 13

The Handling Bureau shall not knowingly appoint, without written consent of the Issuing Bureau or cause or permit a claim to be handled by any member or person or organization who by virtue of any contractual obligation is financially interested in the accident giving rise to a claim. A case of non-conformity of this article shall be referred to the Council of Bureaux.

ARTICLE 14

The Handling Bureau shall within three months after the close of a calendar year, send to the Issuing Bureau a statement of unsettled claim due by the latter showing the amounts for which the Issuing Bureau may be liable.

ARTICLE 15

Nothing in this Agreement shall effect or be affected by any arrangement or contract which may be made by a member Handling Bureau for the settlement of any other claim not required to be compulsorily insured under the Brown Card Scheme.

ARTICLE 16

Where the period on the Brown Card expires, the Handling Bureau, if requested, shall assist the vehicle owner or driver to obtain necessary compulsory insurance of the country or any additional cover that may be required.

ARTICLE 17

Unless proved otherwise any Brown Card carried by a motorist bearing name of any Bureau shall be deemed properly issued by one of the Bureaux members.

ARTICLE 18

Any dispute between National Bureaux arising from the implementation of the Protocol of this Agreement shall be referred to the Council of Bureau. The decision of the Council of Bureaux is final.

ARTICLE 19

Where in the country of one of the Bureaux insurance of liability in respect of third parties arising from the use of any category or motor vehicles is not compulsory for vehicles coming from another country, the following stipulation shall be applicable in that country for the said vehicles.

1. For the purpose of this clause (a) the Bureau of that country shall be called the "Investigating Bureau" and (b) the following substitution shall be deemed to have been made "Policy of Insurance" in Article 2 (c) of the Protocol means an insurance policy delivered by a member to an insured.

11. If, after an accident has occurred in the country of the Investigating Bureau, an insured presents to the Bureau a Brown Card on which the name of that country is written, the Investigating Bureau shall investigate, at the request of the Insured, any claim instituted against the insured.

In this connection, the Bureau will immediately contact (either directly or through the Bureau of which the Investigating Bureau is a member) the member who issued the Brown Card to agree with the member on handling the claim on the member's behalf. The conditions of such settlement must be submitted for the member's approval and the fees which may be claimed shall be those defined in Article 5 of this Agreement.

111. The Investigating Bureau, if so requested by the member who issued the Brown Card, and according to the conditions agreed upon with this member, may deliver to the Insured presenting a Brown Card a letter of guarantee or any other document in use in that country establishing the existence of an insurance guaranteeing the vehicle.

ARTICLE 20

Any party to this Agreement may withdraw from the Scheme by giving twelve months notice to the Council of Bureau. Notwithstanding that such notice has been given the withdrawing party shall remain bound by this Agreement in respect of all cards issued by its members.

ARTICLE 21

This Agreement comes into effect on the same date as the Protocol.

IN WITNESS WHEREOF the parties here to have here unto signed and affixed their Common Seals the day and year first above written.