

Common Compendium

MD - Moldova

Review date: 12/09/2022

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Country Code: MD

Organisation (s): GCB

1. Basic Information (GCB/GF/CB)

This section is aimed at all three organisations. The questions are repeated three times to be filled out by each organization

1.1. If relevant, please indicate the name of the organisation that operates as:

Green Card Bureau: National Bureau of Motor Insurers of Moldova (NBMIM)

Guarantee Fund: Click or tap here to enter text.

Compensation Body: Click or tap here to enter text.

Information Centre: Click or tap here to enter text.

1.2. What is the legal status/form of your organisation? Only one option can be selected by each organisation.

Please answer in your capacity as Green Card Bureau:

- Non-profit organisation
- Association of legal entities
- Limited liability company

Other. Please specify.

Please answer in your capacity as Guarantee Fund:

Non-profit organisation

Association of legal entities

Limited liability company

Other. Please specify. Click or tap here to enter text.

Please answer in your capacity as Compensation Body:

Non-profit organisation

Association of legal entities

Limited liability company

Other. Please specify. Click or tap here to enter text.

1.3. How is the ownership of your organisation structured? Only one option can be selected by each organisation.

Please answer in your capacity as Green Card Bureau:

Owned/controlled by all Members equally

Part of state government

Other. Please specify. The NBMIM is controlled by the members but not equally. The membership in the Bureau is divided in two categories as follows:

Full members – insurers licensed to provide internal (domestic) and external (Green Card) MTPL insurance.

Associated members – insurers licensed to provide only internal (domestic) MTPL insurance.

The decisions are taken by the members in the General Assemblies. All members have the right to one deliberative vote. At the same time, according to the Bureau's Statute, only full members are empowered to decide concerning most important issues – questions related to the Green Card Market, approving and amending the Statute, approving the annual revenue and expenditure of the Bureau, the annual report and balance sheet of the Bureau, approval of the members of the Board and the Executive Director.

In accordance with the MTPL Law, the activity of the Bureau is subject to supervision by the National Commission for Financial Market.

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Please answer in your capacity as Guarantee Fund:

- Owned/controlled by all Members equally
- Part of state government
- Other. Please specify. Click or tap here to enter text.

Please answer in your capacity as Compensation Body:

- Owned/controlled by all Members equally
- Part of state government
- Other. Please specify. Click or tap here to enter text.

1.4. How is the membership/governance of your organisation structured? Only one option can be selected by each organisation.

Please answer in your capacity as Green Card Bureau:

- Only insurance undertakings are Member to the organisation
- Mixed membership of insurance undertakings and other members
- Only Members participate in the governance
- Others may participate in the governance
- Other. Please specify. Click or tap here to enter text. See point 1.2 above.

Please answer in your capacity as Guarantee Fund:

- Only insurance undertakings are Member to the organisation
- Mixed membership of insurance undertakings and other members
- Only Members participate in the governance
- Others may participate in the governance
- Other. Please specify. Click or tap here to enter text.

Please answer in your capacity as Compensation Body:

- Only insurance undertakings are Member to the organisation
- Mixed membership of insurance undertakings and other members
- Only Members participate in the governance
- Others may participate in the governance
- Other. Please specify. [Click or tap here to enter text.](#)

1.5. Is your organisation a VAT liable entity? Only one option can be selected by each organisation.

Please answer in your capacity as Green Card Bureau:

- Yes
- No

If answered yes to question 1.5., please indicate the VAT number: [Click or tap here to enter text.](#)

If answered yes to question 1.5, is the service of claim handling VAT exempted?

- Yes
- No

In what instances is VAT refundable? Please specify. [Click or tap here to enter text.](#)

Please answer in your capacity as Guarantee Fund:

- Yes
- No

If answered yes to question 1.5., please indicate the VAT number: [Click or tap here to enter text.](#)

If answered yes to question 1.5, is the service of claim handling VAT exempted?

- Yes
- No

In what instances is VAT refundable? Please specify. [Click or tap here to enter text.](#)

Please answer in your capacity as Compensation Body:

Yes

No

If answered yes to question 1.5., please indicate the VAT number: Click or tap here to enter text.

If answered yes to question 1.5, is the service of claim handling VAT exempted?

Yes

No

In what instances is VAT refundable? Please specify. Click or tap here to enter text.

1.6. For a full overview of your national GCB/GF/CB please provide the link of your website:

GCB: www.bnaa.md

GF: Click or tap here to enter text.

CB: Click or tap here to enter text.

The following questions are only aimed at Guarantee Funds and Compensation Bodies :

1.7. On what legal basis is your organisation authorised to carry out compensation?

Please answer in your capacity as Guarantee Fund:

Please provide the name and date of the law: Click or tap here to enter text.

Please answer in your capacity as Compensation Body:

Please provide the name and date of the law: Click or tap here to enter text.

1.8. Is compensation by your organisation subsidiary? Only one option can be selected by each organisation.

Please answer in your capacity as Guarantee Fund:

Yes

No

Please provide further explanations: Click or tap here to enter text.

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If the compensation is subsidiary, which entities are excluded? Click or tap here to enter text.

Please answer in your capacity as Compensation Body:

Yes

No

Please provide further explanations: Click or tap here to enter text.

If the compensation is subsidiary, which entities are excluded? Click or tap here to enter text.

2. Applicable law (GCB/GF/CB)

This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.

2.1. Provide the title and if applicable, the number of your national law which forms the basis for making a claim (Road Traffic Act, Insurance Law, Liability Law, etc.)

The Compulsory MTPL insurance was introduced according to Government's Decision no. 956 of 28.12.1994 and entered into force on 03.01.1995, repealed on 17.03.2008.

The present law on MTPL no. 414-XVI is dated on 22.12.2006 and entered into force on 09.09.2007, being amended in 2012, 2014, 2016, 2017 and 2019.

On 11.02.2019, the MTPL law has been completed with art. 18.1, which provides for simplified procedure for reporting roads accident without calling to the police authorities (accident statement procedure).

The simplified reporting procedure is applicable only with condition of the voluntary expression of the will of the parties to resort to it, with cumulative observance of the following conditions:

- Only two vehicles are involved in the accident;
- The accident results in insignificant material damage;
- The accident did not result in bodily injury and/or damage for property, installations (for example, road installation, pillars, fences, building, etc.) other than vehicles involved in the road accident;
- Both vehicles should be covered by MTPL polices;
- One of the parties involved in the accident accepts responsibility in its occurrence.
- In case of the simplified reporting procedure use, the maximum sum of payment is restricted to 15.000 MDL (about EUR 750).

On 21.04.2022, the Parliament of the Republic of Moldova approved new law no. 106 regarding compulsory civil liability insurance for damages caused by vehicles, **which will enter into force starting from 01.04.2023.**

This law partially transposes Directive 2009/103/CE of the European Parliament and of the Council of September 16, 2009 relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability.

2.2. What liability regime do your organisations operate with? Only one option can be selected.

Fault based liability

Strict liability

Other . Please specify. [Click or tap here to enter text.](#)

2.3. Are there any restrictions to the activities of your organisations regarding the way the law applies to visitors with regard to:

Country of residence. Please specify. No restrictions

Nationality. Please specify. No restrictions

Other. Please specify. No restrictions

2.4. For what types/categories of motor vehicles is insurance compulsory?

According to the Law, MTPL insurance is compulsory for all classes of motor vehicles, except those traveling on rails, for the carriage of passengers, baggage and cargo or carrying anything other transport works and services - cars, buses, minibuses, trolleybuses, trucks, including specialized, motorcycles, tractors.

Are there any exemptions? Please specify. According to the new law on MTPL insurance No.106/22, Individuals and legal entities who own retro vehicles (collective, of historical or ethnographic interest), who use vehicles exclusively for the purpose of training, races, races or legally organized rallies, are not obliged to conclude a compulsory MTPL insurance contract, for the risks arising from these activities. Owners of these vehicles or competition organizers can opt for optional insurance. But, if they travel on public roads, it is mandatory to conclude a compulsory MTPL insurance contract.

2.5. Does the MTPL insurance law apply to private areas?

Yes

No

How do you define a private area according to your national law? Please specify. According to the Law No.29 of 05.04.2018 regarding the delimitation of public property, the goods of the private domain - goods that are not part of the public domain, but that belong to the state or administrative-territorial units.

2.6. What is the minimum amount of cover required for material and personal injury damage? State the minimum value of sum insured, the date as of which it is in effect from and please indicate whether the limit is per accident or per victim:

Based on Art. 14 par. 2 of the Law on MTPL insurance No. 414-XVI-2006, the liability limits of the insurer, with date of effect as 05.02.2016 was established as follows: a) 1.000.000 MDL (about EUR 50.000) - for material damage, regardless of the number of persons injured in an accident; b) 1.000.000 MDL (about EUR 50.000) – for personal injuries per victim, but no more than 5.000.000 MDL (about EUR 250.000)per accident, regardless of the number of persons injured in an accident.

In accordance with Art. 13 of new Law on MTPL insurance No. 106 of 21.04.2022, **starting with 01.04.2023** the following coverage limits will apply: a) for material damages caused in one and the same accident, regardless of the number of injured persons, the compensation limit is EUR 100.000, with the equivalent in MDL at the official exchange rate of the MDL, communicated by the National Bank of Moldova on the date of occurrence the accident; b) for bodily injuries or deaths caused in one and the same accident, the compensation limit is EUR 100.000 - for one injured person or EUR 500.000 euros - for several injured persons, regardless of their number, with the equivalent in MDL at the exchange rate official exchange rate of the MDL, communicated by the National Bank of Moldova on the date of the accident; c) for material damages claimed on the basis of the accident statement finding procedure of the vehicle accident, the maximum amount of compensation is established by the regulatory acts of the supervisory authority; d) in case of moral damages as a result of the disability or death of the injured party occurred in the same accident, the compensation limit shall be set at a level of EUR 5,000 - for one injured party or at a level of EUR 10,000 - regardless of the number of injured parties, equivalent in MDL at the official exchange rate, communicated by the National Bank of Moldova for the date of the accident.

2.7. In which cases is an MTPL-insurer permitted by Law to reject/refuse cover for a third party claim? Please specify for the below-mentioned sub-items:

Accident caused by stolen vehicles: Click or tap here to enter text.

Accident caused by drunk driving: Click or tap here to enter text.

Accident caused with intent (for instance homicide, suicide): Click or tap here to enter text.

Accident caused by a terrorist attack: Click or tap here to enter text.

Accident caused by a driver without a license: Click or tap here to enter text.

Other instances: According to the legal provisions (Art.16 of the Law), the Insurer is permitted to reject the third-party claim and shall not indemnify:

a) The part of damage that exceeds insurance liability limits specified in article 14, paragraph.(2) on the date of road accident occurrence, independent on the number of sufferers and the number of people guilty in causing damage;

b) Damage caused at the working place by devices or installations assembled in the motor vehicle and used as a working equipment or device;

c) Damage caused by accidents occurred during loading and unloading, these accidents constituting risks of professional performance;

- d) Damage resulting from shipping dangerous substances (radioactive, inflammable, explosive) provided the risks of their transportation are liable to compulsory insurance; causing or exacerbating serious damage if the risk of transporting such products is subject to compulsory insurance;
 - e) Damage related with environment contamination as a result of an accident;
 - f) Damages caused by loss or destruction of securities, money, precious stones, items with precious metals and stones, items of art and other intellectual property;
 - g) Property cost decrease after repair;
 - h) Damage caused when using the motor vehicle in sport competitions organized in arranged relevant places;
 - i) Damage caused under situations when Insurer's liability either has not yet commenced or has already terminated;
 - j) Damage caused to property of physical or juridical persons that concluded the contract of motor third party liability insurance provided it has been made by the motor vehicle owned by them;
 - k) Amounts that the vehicle user guilty in causing damage shall pay to the vehicle owner, that allowed to use his motor vehicle by proxy, for damage or loss of the motor vehicle;
 - l) Amounts of money to be paid for compensating moral damage caused by the road accident.
- Although, the sufferer has the right to initiate a judicial action against the person guilty in occurrence of the insured event in order to compensate damage excluded from motor third party liability insurance.*

2.8. Does your national law require cover in respect of passengers carried in the vehicle?

Yes

No

Please specify. The current applicable Law doesn't exclude the passengers of the vehicle from the insurance coverage.

The new law No.106/2022 **applicable starting with 01.04.2023**, in Art.15 provides expressly that the compulsory MTPL insurance shall cover liability for personal injuries, death and moral and material damages to all passengers, other than the guilty driver, arising out of the use of a vehicle. The members of the family of the insured, of the driver or of any other person whose civil liability is engaged in a vehicle accident and is covered by the compulsory MTPL insurance shall not be excluded from the insurance benefit for their own personal injuries.

Is there any category of passenger excluded from this cover?

Yes

No

Please specify. In case of bodily injury or death, insurance compensation is granted both for persons outside the vehicle that caused the accident, as well as for persons inside that vehicle, except for its user.

2.9. Does your national law require the insurer and/or Bureau to make an offer of compensation to a claimant within a specified time?

Yes

No

If yes, what is the nature of the damages to which the time-limit applies? To all types of damages

If yes, what is the specific time-limit? The insurer/Bureau shall make a decision in respect of the claim request and pay insurance indemnity within the term not exceeding 3 months since the date of submitting the claim notification.

More specific provisions:

The insurer shall close the claim file on the material damage within no more than 15 calendar days since the date of submitting the claimant the document necessary to finalise the claim file.

The insurer shall close the claim file on the bodily injury or death within no more than 10 calendar days since the date of submitting by the sufferer from the last document confirming damage.

The insurer shall make payment of insurance indemnity during 10 calendar days since the date of closing the claim file.

2.10. What is the statute of limitation periods (prescription) according to your national law against the MTPL insurer when there is a direct action?

According to Civil Code of Republic of Moldova, the general limitation period (prescription term) for initiating a legal action in the court, including the insurance sector, is 3 years.

In all cases, maximum duration of the statute of limitations cannot exceed the maximum duration of 10 years from the date of the violation of the right, and in the case of actions regarding the reparation of patrimonial and moral damage caused by death or health damage – 30 years from the date of the infringement.

2.10.1. When does the period of limitation begin and when does it expire?

In respect to material damage: The limitations begin from the date on which the person knew or should have known about the infringement and expire on the date on which the injured person was compensated.

In respect to bodily injuries: The limitations begin from the date on which the person knew or should have known about the infringement and expire on the date on which the injured person was compensated.

2.10.2. Are there any provisions in your national law which allow the suspension/extension of the limitation period? How about interruption? Please specify.

The suspension or reinstatement within the legal term for initiating a judicial action can be ascertained or decided only the court, in the specific circumstances stipulated by the Civil Code of Republic of Moldova. The prescription term shall be suspended if:

- a) The initiating of the legal action is impossible for reasons of major force;
- b) The obligation performance is postponed (moratorium);
- c) The creditor or debtor belongs among the armed forces put on a war;
- d) The creditor has no limited legal capacity and has no legal representative, unless the creditor has legal procedural capacity;
- e) The Normative act governing the legal relationship in dispute was suspended;
- f) The activity of the judicial authorities, to which competence refers the dispute between the parties, is suspended;
- g) A mediation process is carried out under the Law on Mediation.

The course of the prescription term shall be suspended only if the reasons or suspension occurred or continued in the last 6 months of the limitation term and if this period is 6 months or shorter, within him.

The prescription term shall be interrupted:

- a) in case of instituting the legal proceedings;
- b) if the debtor commits actions from which results that he recognizes the debt.

The limitation period begins to run for a new term. Time elapsed until the interruption of the prescription term is not included in the new term of limitation.

The reinstatement within limitation period can be applied in exceptional cases, if the court finds that the prescription term was not respected due to circumstances related to the plaintiff's person. In this case, violated right of the person must be protected. The reinstatement in the limitation period cannot be ordered unless the party has exercised the action right before the end of a period of 30 days calculated from the day he knew or should have known the cessation of the reasons for overcoming the prescription term.

2.10.3. Are there special circumstances in your national law regarding statute of limitations? Please describe in short :

Does not exist

Are there any differences for limitation period of liable party? [Click or tap here to enter text.](#)

The following questions are only aimed at Compensation Bodies. Please answer in your capacity as Compensation Body:

2.11. Under your legislation, does a victim who has requested compensation under Articles 24 and 25 of the Codified Motor Insurance Directive have the right to remedy against the decision/omission of the Compensation Body?

Yes

No

If yes, please specify (i.e. appeal to administrative authority, judicial review of the latter's decision or action to court directly, i.e., passive procedural legitimacy of the Compensation Body):

Click or tap here to enter text.

3. Trucks and trailers (GCB/GF/CB)

This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.

3.1. Does your national law regulate trailers?

Yes

No

3.2. Liability

3.2.1. If the truck is coupled with the trailer, does liability strictly fall on the truck or is there a division of liability? Please specify.

The damage caused by a trailer in a road accident will be covered by the MTPL insurance of the truck only if the trailer:

- a) is towed by this vehicle; or
- b) separated from the vehicle and continued moving.

This provision also applies if the vehicle is towed for the purpose of transporting it.

3.2.2. Can liability arise in case of an uncoupled trailer in an accident?

Yes

No

If yes, what are the conditions? The damage caused by the trailer will be covered by the MTPL insurance of its owner if the trailer:

- a) is not towed by a motor vehicle; or
- b) is separated from the vehicle and parked.

3.3. Do trailers need to bear a registration plate in your country?

Yes

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No

If yes, please specify the conditions: All types of trailers have a separate license plate.

3.4. Is the trailer given separate plates or does it bear the same registration plate as the truck?

Yes

No

Please specify. All types of trailers have a separate license plate, which differs from the truck's registration plate.

3.5. Does your country have an established practice in determining where (the component parts of) a truck-trailer combination bearing the registration plates of different countries is/are:

- "normally based"

Yes

No

Please specify. [Click or tap here to enter text.](#)

- "originating from"

Yes

No

Please specify. [Click or tap here to enter text.](#)

3.6. Is there an obligation to insure the truck and the trailer separately?

Yes

No

If yes, please specify the conditions/exemptions: Based on the provisions of the Law on MTPL insurance, natural and legal persons using vehicles registered in the Republic of Moldova are obliged to conclude compulsory MTPL insurance contracts for any cases of tortious civil liability for damages caused to third parties by vehicle accidents. The MTPL insurance contract must cover both damages to property and damages resulted from personal injuries/death. The obligation to conclude a separate MTPL insurance for the truck and the trailer results from the definition of "vehicle" – a mechanical system, with or

without self-propulsion, intended for the transport of persons or goods or equipped with mechanisms which can perform certain works, but not running on rails, including any type of trailer, whether or not coupled for which there is a legal obligation for registration in the Republic Moldova.

3.7. Do trailers need their own Green Card?

Yes

No

Please specify. As the MTPL insurance is divided into internal and external (Green Card), the legal provisions regarding the separate conclusion of the insurance contract are applicable for the Green card sector accordingly.

3.8. If there is no insurance obligation for a trailer in your country but liability is ascertained under the applicable law, does the Guarantee Fund intervene?

Yes

No

Please specify. [Click or tap here to enter text.](#)

3.9. If there exists a separate liability, is a claimant obliged to make a claim against either the truck or the trailer?

Yes

No

Please specify. See point 3.2 above

3.10. If there is a division of liability?

Yes

No

If yes, Please specify.

- **the criteria (i.e. joint/several liability, percentage):** [Click or tap here to enter text.](#)

- **on what is the division of liability based (i.e. law/jurisprudence/agreement between insurers)?**

[Click or tap here to enter text.](#)

3.11.Can the division of risk between truck and trailer be based on any other rules than liability (e.g. such as on the basis of double insurance)?

Yes

No

Please specify. Click or tap here to enter text.

3.12.Who is responsible for the damage to a connected trailer in case of a solo accident?

The towing unit

The trailer

Other.

Please specify. Click or tap here to enter text.

3.13.Who is responsible for the damage to a connected trailer in cases involving Third Parties?

The towing unit

The trailer

A third party, depending on the situation

Other. **Please specify.** Click or tap here to enter text.

4. Property Damage – Claims (GCB/GF/CB)

This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.

4.1. For the following sub-items please state the different possibilities for a claimant to file a claim against a MTPL-insurer for property damage

4.1.1. How is vehicle damage covered with regards to repair costs?

In the case of partial damage, the value of the actual damage incurred is equal to the cost of repairing the components or damaged parts or to the cost of replacing them, including the expenses for materials, for the disassembly and assembly work related to the necessary repairs and replacements.

In the process of assessing the damage, when it is necessary to replace the components and parts, in the case of payment of the compensation by transfer to the bank account of the specialized unit, the amount of the insurance compensation is to be determined by the insurer taking into account the following:

a) for vehicles with an operating age of up to 3 years and a mileage of up to 100,000 km, the cost of repairing the vehicle is established based on the documents issued by the specialized unit accepted by the parties. In this case, new original components and parts will be used to repair the vehicle;

b) for motor vehicles with an operating age of 4 years and more and/or a mileage of more than 100,000 km, the cost of repairing the motor vehicle is established on the basis of the documents issued by the specialized unit accepted by the parties. In this case, when repairing the vehicle, components and new parts manufactured under license (aftermarket parts) or original ones previously in use that meet the technical and road safety requirements will be used. In the event that the new components and parts manufactured under license or the original ones previously in use are not available on the domestic market, the actual damage incurred for the vehicles will be determined according to the price of the new original components and parts.

Regardless of the age of operation of the vehicle and its course, if the insurance compensation is requested in cash or by transfer to the bank account of the damaged person, the amount of the insurance compensation is determined taking into account the average prices charged by at least three specialized units accepted by the parties for the labour and materials related to the repair or replacement of damaged components and parts, as well as for new components and parts manufactured under license or original used parts that meet the technical and road safety requirements. In the event that the components and new parts manufactured under license or the original ones previously in use are not available on the domestic market, the actual damage incurred for vehicles will be determined taking into account the provisions of art. 23 paragraph (8).

4.1.2. How is vehicle damage covered with regards to total loss?

Art. 23 of the present Law and 25 of the new Law provide that:

(1) Compensation for damage or destruction of the vehicle may not exceed:

a) the value of the real damage;

(b) the difference between the value of the vehicle at the time of the accident and the remaining value;

(c) compensation limit stipulated by the present Law.

. (2) In case of total damage, the values mentioned in para. (1) letter b) are determined by the insurer directly or through outsourced services performed by an entity registered and authorized to perform automotive, technical expertise. The injured person may opt for the repair of the vehicle within the value determined according to para (1) letter b), if the technical requirements allow the repair of the vehicle or to resolve the case as total damage, by paying the difference between the value of the vehicle and the remaining value.

4.2. Does the claimant have right to compensation for loss of value for a damaged vehicle?

Yes

No

If yes, Please specify. [Click or tap here to enter text.](#)

4.3. Does the claimant have right to compensation for costs of expert reports?

Yes

No

If yes, Please specify. Compensation amount includes the expenses for making technical expertise at the request of the injured person if the insurer fails to examine the damaged property and to compile the damage report within the time of 5 working days from the date of receiving the request from the injured party for the insurance claim. In these circumstances, the injured person has the right to use the services of independent experts or repair units to assess damages without presenting the damaged property to the insurer and to pretend the compensation of these costs accordingly.

4.4. Does the claimant have right to compensation for costs of vehicle recovery/rescue and towing a vehicle to a repair shop?

Yes

No

If yes, please specify the criteria: The amount of compensation includes the expenses related to damage limitation actions and towing of the vehicle to the place of repair, parking or storage. These expenses are reimbursed only if they are proven with supporting documents.

4.5. Does the claimant have right to compensation for the loss of use of a damaged vehicle?

Yes

No

If yes, please specify the criteria: [Click or tap here to enter text.](#)

4.6. Does the claimant have right to compensation for costs of hiring another vehicle in case of a damaged vehicle and/or a lump sum as a substitute?

Yes

No

If yes, please specify the criteria: [Click or tap here to enter text.](#)

4.7. Does the claimant have right to compensation for registration fees related to cases where the vehicle is a total loss?

Yes

No

If yes, please specify the criteria: [Click or tap here to enter text.](#)

4.8. Does the claimant have right to compensation for costs related to overnight accommodation and meals?

Yes

No

If yes, please specify the criteria: [Click or tap here to enter text.](#)

4.9. Does the claimant have right to compensation for pre-financing costs related to a vehicle damage (for instance borrowing money because of an accident)?

Yes

No

If yes, please specify the criteria: Art. 1854 of Civil Code. The time of the indebtedness of the benefit by the insurers, in paragraph (2) stipulates that if the investigation lasts more than one month, the insured or, as the case may be, the beneficiary of the insurance is entitled to demand an advance corresponding to the probable obligation to pay, provided that the insurer's obligation to pay the indemnity or indemnity and its size do not raise doubts. The advance will be paid without undue delay.

4.10. Does the claimant have right to compensation for general costs (i.e. telephone and mailing costs, administrative costs, etc)?

Yes

No

If yes, please specify the criteria: [Click or tap here to enter text.](#)

4.11. Any other instances/cases which are covered?

Yes

No

If yes, Please specify. Click or tap here to enter text.

4.12. How can the claimant claim recovery for damages if the responsible vehicle is uninsured?

Please specify. In order to recover the damage, the injured person will submit a request to the National Bureau of Motor Insurers, which administers the Road Victim Protection Fund.

5. Personal Injuries and death – Claims (GCB/GF/CB)

For the following sub-items please state the different possibilities for a claimant to file a claim against a MTPL-insurer for bodily injury. Please specify for each question when applicable.

5.1. Does the claimant have right to compensation for costs of medical treatment?

Yes.

No.

Please specify. According to Art.25 paragraph (2) of the present Law on MTPL insurance: In case of bodily injury, insurance compensation includes among others....any expenses caused by the accident, including the expenses of transporting the injured person, treatment, hospitalization, recovery, prosthetics, special nutrition, according to medical prescriptions, proven with supporting documents, which are not covered by medical insurance funds mandatory, according to the normative acts in force. The said expenses are established on the basis of the prices charged by the institutions of the Republic of Moldova, according to the documents issued by them or, in cases when no institution in the Republic of Moldova performs the mentioned services, according to the supporting documents issued by the abroad institutions.

5.1.1. Does your national law make a distinction between public and private healthcare?

Yes.

No.

Please specify. Click or tap here to enter text.

5.2. Does the claimant have right to compensation for costs of care and increased needs due to an accident?

Yes.

No.

Please specify. Expenses incurred with caregivers during the period of temporary incapacity for work are reimbursed, if this is recommended by a medical certificate, but not less than the minimum consumption basket.

5.3. Does the claimant have right to compensation for disability?

Yes.

No.

Please specify. In case of establishment of invalidity as a result of bodily injuries, the insurance compensation will include the difference between the average monthly income and the invalidity pension for the period until the annulment of the invalidity, within the limits of liability established by this law.

5.4. Does the claimant have right to compensation for pain and suffering?

Yes

No

If answered yes, how is the amount of compensation assessed (fixed sum, tables, court)? Please specify.

The present Law on MTPL insurance No.414 doesn't provide the moral damages compensation.

According to the new Law 106 of 23.04.2022, **starting with 01.04.2023** the insurer will grant compensation for bodily injuries or death, *including for moral damages*;

Thus, for moral damages as a result of the disability or death of the injured person caused in one and the same accident, the compensation limit is EUR 5.000 - for one injured person or EUR 10.000 - for several injured persons, regardless of their number, with the equivalent in MDL at the official exchange rate of the Moldovan MDL, communicated by the National Bank of Moldova on the date of the accident. In the case of moral damages provided for in paragraph (1) lit. d), these, in proportion to the liability limit, will be compensated as follows: a) in case of death of the injured person – 100%; b) in case of severe disability - 90%, emphasized - 60%, average - 30%.

5.5. Does the claimant have right to compensation for loss of earnings?

Yes.

No.

Please specify. Click or tap here to enter text.

5.6. Does the claimant have right to compensation for loss of future earnings?

Yes.

No.

Please specify. [Click or tap here to enter text.](#)

5.7. Does the claimant have right to compensation for loss of dependency (for instance a victim is fatally injured in a traffic accident and leaves a spouse/children behind)?

Yes.

No.

Please specify. In case of death of the victim, the insurance compensation will include:

a) the part of the salary lost by the persons who were dependent on the deceased or who had the right to a maintenance pension from him minus the allowances received from the funds of the state social insurance budget.

5.8. Does the claimant have right to compensation for funeral expenses?

Yes.

No.

Please specify. The funeral expenses are compensated as follows: expenses for the coffin and tombstone, transport expenses, embalming expenses and cemetery expenses) proven with supporting documents.

5.9. Does the claimant have right to compensation for moral damages (limitations in life, loss of quality, etc)?

Yes.

No.

Please specify. According to Law 106 of 23.04.2022, starting from 01.04.2023 the insurer will grant compensation for bodily injury or death, *including for moral damages* as a result of the disability or death of the injured person caused in one and the same accident. The amount of the compensation is quantified as a percentage depending on the disability degree or death, but is not provided for the limitations in life or loss of quality.

Is it part of the pain and suffering according to your national law?

Yes.

No.

Please specify. Click or tap here to enter text.

5.10. Does the claimant have right to compensation in case of aggravation of the damage suffered?

Yes.

No.

Please specify. If the injuries suffered in the accident got worse and, consequently, needed more recovery expenses, the compensation is granted provided the supporting documents are presented.

5.11. Are relatives/next of kin entitled to compensation (tort, pain and suffering, other)?

Yes.

No.

Please specify. In case of death of the third person, the insurance compensation is determined by the agreement between the successors of the injured person or his legal representative and insurer.

5.12. Any other cases? Please specify.

Click or tap here to enter text.

6. Claims Settlement Procedures – in and out of court (GCB/GF/CB)

This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.

6.1. What evidence is considered as acceptable/lawful in your country? More than one of the following options can be selected.

Constat amiable (European Accident Statement)

Police report

Pictures

Witness statements

Medical statements

Other

Please specify in detail: [Click or tap here to enter text.](#)

6.2. Out of court settlement

6.2.1. What are the conditions for filing a claim according to your national law? Please specify in detail:

The existence of real damage (material, bodily injuries / death) caused as a result of a traffic accident entitles the injured party to pretend and submit a claim for compensation.

6.2.2. Do you require proof for the following 3 indicators and please specify in detail (including limitations):

- **Proof of involvement – including the recording/requirement of the accident (i.e police report, constat amiable, etc.)**

Yes

No

Please specify. In order to settle a claim for compensation, it is requested to present the proof of involvement of the parties in the accident and the guilt of the driver which caused the accident provided by the police report, amicable statement (if the accident resulted in insignificant material damages, see details at p 2.1.) or the court decision in matter.

- **Proof of damage**

Yes

No

Please specify. According to the present Law, in case of material damages, The cost of repairing the vehicle is determined based on the documents issued by the specialized unit accepted by the parties the damage is assessed based on technical reports/expertise issued by experts and/or specialized entities in the field of material damage assessment (in particular, vehicle assessment).

Based on the new Law on MTPL, applicable beginning with 01.04.2023, MTPL insurers will determine the cost of repairs for vehicles, the prices of materials, components and spare parts exclusively with the application of automated information assessment systems in the automotive field, which comply with the requirements set out in the regulatory acts of the supervisory authority. For the bodily injuries/death, it is requested to present medical reports / expertise, other documents in matter.

- **Proof of causal link between liability and damage**

Yes

No

Please specify. The causal link between liability and damage results from the submitted documents as it is mentioned in the previous answers.

6.2.3. Is a visiting victim required to file a report about the accident to the local authorities before returning to the State of residence?

Yes

No

Please specify. In order to be compensated, a visiting victim will comply with the national provisions regarding the MTPL insurance. Thus, the accident should be reported and documented by the police. If the accident resulted in insignificant damages, up to 750 EUR – the parties can apply on the voluntary basis the amicable statement procedure or to call the police to ascertain the circumstances of the accident. If the accident resulted in serious bodily injuries / death – than it will be a court decision in matter.

If they fail to do so, does that exclude the visiting victim from filing a claim for compensation?

Yes

No

Please specify. The injured person or his legal representative is obliged to ensure, within the term of 5 days from the date of submitting a claim of compensation, the access of the insurer or his compensation representative to the goods damaged by a motor vehicle accident, so that the insurer to have the possibility to determine the real extent of the damages. If the damaged person or his legal representative did not comply with the obligation provided for in paragraph (6) and thus made it impossible to draw up the damage file and/or ascertain the extent of the damage by the insurer, the latter is absolved from the obligation to pay the insurance claim.

6.2.4. Which are the conditions according to your national law in considering a vehicle as identified? Please specify in detail.

Presentation of the registration certificate for the vehicle involved in the accident.

6.2.5. Are there any other requirements for filing a claim?

Yes

No

If yes, please specify in detail. [Click or tap here to enter text.](#)

6.2.6. Are legal fees for out of court settlements reimbursed?

Yes

No

If yes, how are these fees assessed/calculated? [Click or tap here to enter text.](#)

6.3. Court settlements

6.3.1. What are the requirements when filing a claim in relation to civil and/or criminal proceedings? Please specify in detail:

The requirements for filing a claim in relation to civil and/or criminal proceedings are settled in the Code of Civil and/or Criminal Procedure. Any person pretending the defence of a violated or contested right, freedom or a legitimate interest may fill a claim in the court/prosecutor's office.

6.3.2. What legal remedies are available (possibility of appeal, etc.)? Please specify in detail:

The remedies are regulated by the Code of Civil Procedure. Depending on the conditions of exercise, appeals are divided into ordinary appeals and extraordinary appeals. The ordinary way of appeal is the appeal, which can be exercised by any party in the process dissatisfied with the decision of the court of first instance, without the fulfilment of a special condition. The extraordinary appeals are the following: the appeal, the annulment appeal, the revision and the appeal in the interest of the law. They can only be in the cases and conditions expressed by law.

6.3.3. How do you handle any costs in connection with proceedings in and out of court and please specify the types of costs (lawyers fee, legal fees, court experts, translation, etc.)? Please specify in detail.

Out of court (arbitration/mediation, etc.) : [Click or tap here to enter text.](#)

In court: The costs are handled based on court decision and supporting documents.

6.4. Any other procedure of settlement? Please specify.

[Click or tap here to enter text.](#)

7. Involvement of National Guarantee Funds (GF) EEA/Non-EEA

This section is aimed only at Guarantee Funds. Please only provide answers to this section in your capacity as Guarantee Fund.

**7.1. In which cases does your National Guarantee Fund intervene (stolen vehicles, intent, etc.)?
Please specify in detail. (Article 11 MID).**

In Republic of Moldova isn't regulated a National Guarantee Fund (as a separate fund) usually used in case of insurers insolvencies, bankruptcies, other circumstances....

However, one of the main functions of the National Bureau of Motor Insurers is the management and use of means from the Fund of Road Victims Protection and the Compensation Fund set up in conformity with the present Law on MTPL.

The Road Victims Protection Fund is assimilated to a Guarantee fund Compensation Fund for the protection of the third parties injured by accidents occurred on the territory of Moldova involving vehicles whose drivers did not conclude an internal MTPL insurance, unidentified vehicles and / or drivers, unregistered vehicles or by vehicles which were not subject to registration on the territory of the Republic of Moldova and / or obtained illegally, but not holding an MTPL insurance according to the Law in force. The Fund of Road Victims Protection is intended for compensation payments for bodily injuries or death if the vehicle or the author of the accident remained unidentified, as well as for compensation payments for damage or destruction of property and bodily injuries or death if the owner of the vehicle responsible for the accident did not comply with the mandatory car liability insurance obligation or the vehicle was obtained illegally.

According to the new Law on MTPL insurance, The Street Victims Protection Fund exercises payment of compensations under the following conditions:

- a) if the vehicle and/or the driver was identified, but have not complied with the obligation to conclude the compulsory MTPL insurance contract and / or the vehicles are unregistered or have not been subject to registration on the territory of the Republic of Moldova - compensation shall be paid for damage to property and personal injury or death;
- b) if the vehicle and/or the driver remains unidentified, compensation shall be paid exclusively for personal injury, or death; if such an accident resulted in the death or caused personal injury to a person, which has led to disability, then compensation shall also be paid also for damage to property caused to injured person as the equivalent in MDL of the amount exceeding EUR 200 calculated at the official exchange rate of Moldovan MDL communicated by the National Bank of Moldova for the day of the accident; the accident caused by a vehicle that remained unidentified is the accident where the vehicle came into direct collision with the injured party or with the property damaged by it, after which the vehicle left the place of the accident.
- c) if the vehicle was obtained illegally, the compensation is paid for personal injury or death, and for the material damage caused to the injured person as the equivalent in MDL of the amount exceeding 100 EUR calculated at the official exchange rate of MDL communicated by the National Bank of Moldova for the day of the accident;
- d) if the accident occurs during the period of suspension of compulsory MTPL insurance contract for the vehicle, regardless of the person who produced it.

The Compensation Fund (used only for the Green Card sector) act as a Guarantee Fund and is established to guarantee:

- a) reimbursement to foreign National Bureaux/insurers/foreign correspondents of amounts paid by them as compensation for damages caused by holders of Green Card insurance certificates;
- b) compensation for damages caused by holders of false or unauthorized Green Card insurance certificates;
- c) payment of amounts owed to the injured parties in the Republic of Moldova in order to compensate damages caused by Green Card insurance certificates policyholders issued by foreign insurers

7.2. What is the procedure (including any specific requirements) to be followed by a claimant when filing a claim to your national Guarantee Fund? Please specify.

If the victim fall under one of the situation described in p.7.1., he/she may submit a claim for compensation to the National Bureau which will be handled from Street Victims protection Fund or Compensation Fund financial means as the case may be and provided the legal conditions are met.

7.3. Can a claimant who is resident in a foreign country make a claim against your National Guarantee Fund? Please specify.

Yes. If the conditions provided in p.7.1. are met.

7.4. Are there any exceptions when handling a claim for uninsured and/or unidentified vehicles (excess, property damage only when bodily injury, severity of bodily injuries, passenger voluntarily entering an uninsured vehicle, other)? Please specify in details.

Please see details in p.7.1.

7.5. Does the statute of limitations mentioned above under “Applicable Law” apply for the National Guarantee Fund or are there any exceptions?

Yes

No

If yes, Please specify. [Click or tap here to enter text.](#)

7.6. Involvement of the Guarantee Fund or any other bodies responsible for insolvencies for protection of victims in case of insolvency of an MTPL insurer? / Insurance Guarantee Scheme

When does this intervention mechanism start its intervention? Only one option can be selected.

The insurance undertaking is subject to bankruptcy proceedings

The insurance undertaking is subject to winding up proceedings

The insurance undertaking has had the authorisation withdrawn

After withdrawal of the authorisation

Please specify. [Click or tap here to enter text.](#)

7.7. Stolen vehicles- Are people who voluntarily entered the vehicle which caused the damage when they knew that the vehicle was stolen, excluded from the intervention of the body?

Persons who voluntarily entered the vehicle that caused the damage when they knew that the vehicle was stolen are excluded from the body's intervention.

8. Involvement of Green Card Bureaux (GCB)

This section is aimed only at Green Card Bureaux. Please only provide answers to this section in your capacity as Green Card Bureau.

8.1. What is the procedure (including any specific requirements) to be followed by a claimant when filing a claim to your national Green Card Bureau? Please specify.

The claimant or his legal representative should submit a claim application directly to the NBMIM, or send a request online in case of digital signature, with mandatory proof of the road accident (accident statement or Police Report) .

8.2. Does a claimant resident in a foreign country have a direct right of action against the local Bureau of the country of accident or the agent/ insurer representing the Bureau?

Yes

No

Please specify. The rights of the person which suffered in the road accident occurred on the territory of the Republic of Moldova and caused by the motor vehicle owned/used by the Insured shall be claimed against the Insurer of motor third party liability either directly at his location or through his claim representative within the limits of Insurer's liability

The rights of the person which suffered in the road accident occurred the territory of the Republic of Moldova by the motor vehicle owned/used by a person MTPL insured abroad or does not have MTPL insurance are claimed at the National Bureau of Motor Insurers.

8.3. Are there any other considerations that claimants should bear in mind? Please specify.

In order to be compensated, the sufferer or his legal representative shall allow, within the terms of five working after filing the request, access of the Insurer/NBMIM or his representative to the property damaged as a result of the road accident so that the Insurer/NBMIM might have possibility to determine the actual damage amount. When sufferer's or his representative's fails to comply with this obligations which results in impossibility of compiling the claim file and/or calculating the damage amount, the Insurer/NBMIM is released from his obligation to pay insurance indemnity.