

Common Compendium

RUS - Russia

Review date: 29/12/2022

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Country Code: RUS

Organisation (s): Russian Association of Motor Insurers

1. Basic Information (GCB/GF/CB)

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

Green Card Bureau: [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.

- 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.

- 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.

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.

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

GCB: autoins.ru/en/

2. Applicable law (GCB/GF/CB)

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.)

Federal Law No 40-FZ On compulsory third-party liability insurance of motor vehicle owners passed on 25 April, 2002 and came into force on 1 July, 2003.

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. Click or tap here to enter text.

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

Other. Please specify. There are no restrictions

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

Insurance is compulsory for all the categories of vehicles.

Are there any exemptions? Please specify. The exemptions are following:

- a) owners of motor vehicles with maximum design speed not more than 20 km an hour;
- b) owners of motor vehicles, which due to their technical characteristics are not covered by the Russian Federation legislation which permits the use of motor vehicles in road traffic in the Russian Federation;
- c) owners of motor vehicles of the Armed Forces of the Russian Federation, other military forces, military formations and units, which include military service, except for buses, motor cars and trailers to them, any other transport vehicles used to support economic activity of the Armed Forces of the Russian Federation, military forces, military formations and units;
- e) vehicles without wheeled propulsion systems (vehicles with caterpillar, semi-caterpillar, sled and other non-axle propulsion systems) and their trailers.

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. The private area is area which not intended for movement within the roads, as well as in areas adjacent to roads and designated for vehicle traffic (in yards, residential areas, vehicle parking lots, gas stations, as well as any other areas where there is the possibility of movement (passage) of the vehicle).

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:

Amount of cover for material damage is 400.000,00 rubles, for personal injury damage – 500,000.00 rubles. All the amounts are fixed and applicable per victim.

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: a) infliction of damage during the use of a motor vehicle other than that specified in the compulsory insurance contract;
b) infliction of moral harm or arising of the obligation to compensate for lost profit;
c) infliction of damage by the use of motor vehicles during automobile racing, test drive or driving lessons in dedicated places;
d) natural environment pollution;
e) infliction of damage by the cargo transported if the risk of such liability is subject to compulsory insurance in accordance with the law prescribing the relevant type of compulsory insurance;
f) infliction of harm to the life or health of employees when the latter fulfill their job responsibilities if this harm shall be compensated for in accordance with the law prescribing the relevant type of compulsory insurance or compulsory social insurance;
g) responsibility to compensate for employer's loss caused by infliction of damage to an employee;
i) infliction of damage by the driver to the motor vehicle and trailer he drives, cargo transported, equipment installed on the motor vehicle or trailer, or any other property;
j) damage caused by loading or unloading cargo on a vehicle;
k) damage or destruction of antiquarian or other unique things, buildings and structures of historical and cultural value, articles of precious metal or precious stones, cash, securities, religious things, works of science, literature and art, other intellectual property;

m) material and personal damage caused to the passengers if Russian legislation requires such risk to be covered by the compulsory carriers liability' policy.

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

Yes

No

Please specify. Vehicle owner's third-party insurance covers all the damage caused to the victims, including passengers of the liable vehicle.

Is there any category of passenger excluded from this cover?

Yes

No

Please specify. They are excluded from this cover in the following cases:

a) the employees (when the latter fulfil their job responsibilities) are excluded from the cover providing that the appropriate harm shall be compensated for in accordance with the law prescribing the relevant type of compulsory insurance or compulsory social insurance;

b) material and personal damage caused to the passengers if Russian legislation requires such risk to be covered by the compulsory carriers liability' policy.

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? Any damage.

If yes, what is the specific time-limit? Within 20 days from the claim's receipt date.

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?

There is a 3 years limitation period for actions against the insurer and insured. But this period does not extend on the actions against the insured person related to the compensation of harm caused to the life and health.

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

In respect to material damage: from the date of accident. Limitation period expires in 3 years from the date of accident.

In respect to bodily injuries: no limitation period.

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 Civil Code of the Russian Federation allows for the suspension of the limitation period in the following cases:

- 1) if filing of the claim has been obstructed by an extraordinary and inexorable circumstance under the given conditions (force-majeure);
- 2) if the plaintiff or the defendant are in the Armed Forces of the Russian Federation placed under martial law;
- 3) by virtue of the postponement of discharge of obligations (a moratorium) decreed on the ground of law by the Government of the Russian Federation;
- 4) by virtue of suspension of the operation of law or of another legal act regulating the corresponding relationship;
- 5) if the parties have followed a procedure for settling disputes in an extra-judicial way (mediation procedure, agency procedure, administrative procedure etc.), the running of the term of limitation of actions shall be suspended for the term fixed by law for such procedure or, where there is no such term fixed, for six months from the starting date of the corresponding procedure.

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

In some cases, when the court recognizes valid the reason of the miss of limitation period on the circumstances connected with the claimant (heavy illness, a helpless condition, illiteracy, etc.), the broken right of the citizen is a subject to protection. The reasons of the miss of limitation period can be admitted valid if they take place for the last six months of limitation period and if this period is equal to six months or less than six months - during a statute of limitation.

Are there any differences for limitation period of liable party? No.

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

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 Russian legislation regulates the question of truck/trailer liability in 2 different ways:

1) Truck and trailer, even connected to each other, are considered as a single vehicle. There are no “independent” MTPL policies for trailers in Russia. If needed, information about the use of truck with a trailer shall be entered in the truck’s policy. In such cases truck is a liable vehicle independent from the fact which part caused a damage.

2) Truck and trailer, even connected to each other, are considered as 2 different independent vehicles (applicable for Green Card cases). The owner (or owners) of both vehicles (truck and trailer) are responsible for any damage caused by the specific vehicle. In case of an accident occurred under participation of the truck and trailer the payment has to be made under the insurance contract of the vehicle (truck or trailer) that has directly contacted the vehicle (or any other kind of property) of the third party that lead to the occurrence of damage.

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

Yes

No

If yes, what are the conditions? [Click or tap here to enter text.](#)

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

Yes

No

If yes, please specify the conditions: All the trailers are need to bear registration plates.

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

Yes

No

Please specify. There are separate plates for trucks and trailers.

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: In the local Russian MTPL policies it is indicated that truck could be used with trailer.

3.7. Do trailers need their own Green Card?

Yes

No

Please specify. Applicable when Russian MTPL policy was not issued for a truck.

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. In case trailer which directly caused a damage was not insured, the payment has to be made by the truck’s MTPL insurer. In case neither truck nor trailer were insured, Guarantee Fund intervenes.

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. In domestic case (when single Russian MTPL policy covers truck's and trailer's liability) claimant has to make a claim against the insurer of the truck.

In Green Card case (when truck and trailer were insured with the different Green Card policies) claimant has to make a claim against the insurer of the liable vehicle.

In case if damage caused to the life or health by the uninsured truck or trailer claimant has to make a claim against the Guarantee Fund.

3.10. If there is a division of liability?

Yes

No

If yes, Please specify.

- **the criteria (i.e. joint/several liability, percentage):** joint liability, degree of guilt.

- **on what is the division of liability based (i.e. law/jurisprudence/agreement between insurers)?** The criteria of joint liability is based on the law, the criteria of degree of guilt is based on the court's decision.

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. Truck and trailer are recognized as a single vehicle. There are no insurers' of the damaged trucks or trailers liability in such cases.

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. In case a third party was "a reason" of the accident, that third party is responsible. In other cases – see point 3.12.

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 most cases insurer organizes damaged vehicle's repair, then compensates car service's costs directly. In some cases insurer compensates caused damage directly to the injured party.

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

In case of total loss responsible insurer compensates to injured party a relevant indemnity within the limit in amount of 400 000,00 rubles. Damaged vehicle remains with its owner, but he has a right to withdraw it in favour of insurer.

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

Yes

No

If yes, Please specify. The injured party shall inform insurer about the loss of value by indicating it in the statement for compensation submitted to this insurer.

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

Yes

No

If yes, Please specify. Pursuant to the MTPL Law insurer organizes all the relevant expert investigations itself. In other cases the claimant have right to compensate its costs through the additional claim addressed to insurer, financial ombudsman, court.

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 injured party shall inform insurer about the vehicle recovery/rescue and towing a vehicle to a repair shop by indicating it in the statement for compensation submitted to this insurer.

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

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. The claimants have an opportunity to appeal to the court in order to reimburse caused damage.

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. Click or tap here to enter text.

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. Click or tap here to enter text.

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

Yes.

No.

Please specify. Click or tap here to enter text.

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.
Click or tap here to enter text.

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. Click or tap here to enter text.

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

Yes.

No.

Please specify. Click or tap here to enter text.

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

Yes.

No.

Please specify. Click or tap here to enter text.

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. Click or tap here to enter text.

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

Yes.

No.

Please specify. Applicable in cases when damage caused to a juvenile persons, incapacitated persons and in cases of death of the injured parties (in amount of full limit).

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: experts' reports, physical evidences.

Please specify in detail:

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 claimant shall submit a statement for compensation with the relevant documents to responsible insurer. These (general) documents are following:

- Passport of the car owner or power of attorney;
- driver's license;
- vehicle certificate of ownership and vehicle certificate of registration;
- statement for compensation;
- a notice of the accident filled out at the place of the accident;
- Decision and/or protocol or determination on refusal to initiate administrative proceedings against the liable party - if the accident is not executed according to the EAR.

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. Click or tap here to enter text.

- **Proof of damage**

Yes

No

Please specify. Proof of damage indicates in the police documents, experts' reports.

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

Yes

No

Please specify. If needed.

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. Victim is required to call and wait police on the place of accident in case EAR is not executed.

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

Yes

No

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

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

The following data is required to consider a vehicle as identified:

- Vin-number;
- Numbers of units and assemblies (body, frame, cab, engine) and their compliance with the information specified in the vehicle certificate, registration documents for the vehicle, documents of the road accident (in case of accident);
- type, make, model, date (year) of manufacture (release) of the vehicle (or its components, if they were replaced during exploitation)
- type of gearbox (automatic, manual)
- color and type of paint coating;

- main technical characteristics and configuration of the vehicle.

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 filing requirements in relation to civil proceedings is contained in Articles 131-138 of the Code of Civil Procedure of Russian Federation.

The filing requirements in relation to criminal proceedings is contained in Article 44 of the Code of Criminal Procedure of Russian Federation.

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

Legal proceedings' participant has the following rights:

- to initiate the disqualification of a judge;
- to present evidences and participate in its examination;
- to ask questions to other persons involved in the case, witnesses, experts and specialists;
- to file motions, including for obtaining evidence;
- to give oral and written explanations to the court;
- to present their arguments on all the issues arising during the court proceedings, object to motions and arguments of other persons involved in the case;
- to appeal court decisions and use the rights granted by civil legislation in the case of the person involved in the case.

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.): RAMI uses out of court handling in cases where the liable party has false Russian Green Card. If that accident occurred, we send a pre-trial claim against the liable party. The amount of this claim is equals to amount of reimbursement demand issued by handling party (including handling fee) plus amounts of bank charges. In case if our costs were not reimbursed, we appeal our claim to the court.

In court: When we handle a case through the court, we demand all the costs. In practice we claimed the following sums: the sum of reimbursement demand, bank charges, postal costs, state fee.

6.4. Any other procedure of settlement? Please specify.

In case if person acting as an injured party wants to make a claim against the liable insurer he has to:

- 1) submit a relevant claim directly to insurer;
- 2) in case of disagreement with insurer's decision before appealing to the court he shall submit a statement to Financial Ombudsman;
- 3) in case of disagreement with Financial Ombudsman's decision he can appeal to the court.

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).

Russian Guarantee Fund intervenes in the following cases:

In respect to harm caused to life or health only in cases where victims are unable to receive insurance compensation under the MTPL contract, namely:

- 1) the liable insurer is declared bankrupt;
- 2) the liable insurer's license has been revoked;
- 3) the liable vehicle is unknown;
- 4) the liable party has no MTPL contract.

In respect to damage to property are made only in cases where the victims are unable to receive insurance compensation under the MTPL contract, namely:

- 1) the liable insurer is declared as bankrupt;
- 2) the liable insurer's license has been revoked.

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.

A claimant just has to submit a statement with the full package of documents to RAMI.

The list of documents is located on <https://autoins.ru/kompensatsionnye-vyplaty/dokumenty-neobkhodimye-dlya-polucheniya-kompensatsionnykh-vyplat/>

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

Yes.

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.

There are no exceptions. The liable party cannot be the same as the injured party.

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. There is a 3 years limitation period for actions against the Guarantee Fund. This period is estimated from the moment of accident. But this period does not extend on the actions against the Guarantee Fund related to the compensation of harm caused to the life and health.

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?

No.

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.

A claimant just has to contact RAMI in order to register his claim and to receive an information about the appointed insurer (agent or correspondent). Then a claimant has to submit a statement with the full package of documents to the liable insurer.

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

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