

Green Card Bureau Compendium

RO – Romania

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General information

Please provide the official full name of your Bureau.

Biroul Asiguratorilor de Autovehicule din Romania (B.A.A.R.)

What is the legal status (form) of your Bureau (non-profit organisation, association of legal entities, limited liability company, etc.)?

Non-profit association.

How is the ownership/membership of your Bureau structured (e.g. owned/controlled by all members equally, part of state government, etc.)?

The decisions are taken by B.A.A.R. members in the General Assembly.

The members have voting rights in direct proportion to their MTPL insurance market share.

No member may hold more than 25% of total voting rights regardless of their market share.

The B.A.A.R. constitution, management, the members' level of financial contribution to the Bureau and the B.A.A.R. revenue and expenditure budget are approved by the Financial Supervisory Authority.

Question N° 1

1.1. What was the date of the original Law, which introduced Compulsory Third Party Motor Insurance and what was the date of its entry into force?

The Decree No. 38/1952.

1.2. What is the date of the present Law and of its entry into force?

Law no. 132/2017, entry into force on 12th July 2017.

Question N° 2

2. Which are the classes of motor vehicles for which insurance is compulsory?

All the vehicles registered or locally registered in Romania , except for those with animal traction.

Question N° 3

3. Is the Law applicable to foreign visitors?

Yes. In Romania, foreigners are assimilated to Romanian citizens in relation to their civil rights.

Question N° 4

4. Does the Law apply in respect of liability for both personal injury and damage to property?

Yes.

Question N° 5

5. What is the minimum limit of cover required for personal injury damage? State the minimum value of sum insured, date with effect from and please indicate whether the limit is per accident or per victim.

Type of vehicle	Personal injuries		Material damage	
	Per accident	Per victim	Per accident	Per victim
	6.070.000 euro		1.220.000 euro	
Date of effect: 12.07.2017				

Question N° 6

6.1. Does the Law require cover in respect of passengers carried in the vehicle?

Yes.

6.2. Is there any category of passenger excluded from this cover?

No.

Question N° 7

7. Under what conditions is an insurer permitted by Law to reject a third party claim? Please specify.

The insurer doesn't provide compensation for:

1. the cases in which the owner, user or driver of the responsible vehicle doesn't have liability, that is if the accident was produced:

a) by force majeure;

b) by the exclusive guilt of the injured party;

c) by the exclusive guilt of a third person, with the exception of damage caused to third parties as a result its passengers opening the vehicle doors while driving or when the vehicle is stopped or parked, without making sure that the safety of other traffic participants is not endangered;

2. damages suffered by the driver of the vehicle liable for the accident;

3. damages produced to assets belonging to individuals or legal entities, if they were caused by an insured vehicle owned or used by the same person or entity and driven by an agent/subordinate of the same legal entity or another person for whom the natural person or the legal person is responsible;

4. the damaged goods and the insured vehicle are part of the spouses' common patrimony;

5. the damaged property is used by the owner of the insured vehicle that caused the damage;

6. damages produced in the situations where there is no proof of the MTPL insurance validity at the day of the accident or the MTPL insurer has no liability;

7. the part of the damage exceeding the agreed limits of cover produced in one and the same accident, regardless of the number of victims and the number of persons responsible for the damage

8. fines of any kind and the criminal charges to which the owner, user or driver of the insured vehicle liable for causing the damage would have to pay;

9. expenditures of the owner, user or driver of the insured vehicle, liable for the damage, incurred in the criminal proceedings even if during the trial the civil side was settled;

10. the amounts that the driver of the vehicle responsible for the prejudice is required to pay to the owner or user who entrusted him with the insured vehicle, for the damage or destruction of this vehicle

11. damages caused to goods carried, if between the owner or user of the vehicle that caused the accident or the responsible driver and the injured parties there was a contractual relationship at the date of the accident;

12. damages caused to persons or goods in the vehicle liable for the accident, if the MTPL insurer can prove that the injured parties were aware that the vehicle was stolen;

13. damages caused by the devices or installations assembled on the vehicles when they are used as working equipment or machinery;

14. damages caused by accidents occurred during loading or unloading operations, which constitute risks of professional activity;

15. damages caused as a result of the transportation of dangerous goods: radioactive, ionizing, flammable, explosive, corrosive, inflammable, that have determined or aggravated the damage;

16. damages caused by using a vehicle during a terrorist attack or war, if the event is directly related to the respective attack or war;

Question N° 8

8. Is there a direct right of action by a third party against an insurer?

Yes. In the legal action, the guilty party for causing the damage is obligatory summoned.

Question N° 9

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

Yes, if the vehicle guilty for producing the accident is normally based in another state, not in Romania, and its liability is guaranteed by a Green Card Bureau.

Question N° 10

10.1. Does the Law require the insurer and/or Bureau to make an offer of compensation to a claimant within a specified time?

Yes.

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

For all types of damages.

10.2. What is the specific time-limit?

Within a period of 3 months maximum from the date of the claim notification, the insurer must formulate a motivated answer to the injured party.

Within a period of 10 days maximum from the presentation of the offer, the insurer is obliged to make the reimbursement payment.

10.3. Which are the other provisions of the Law in this respect? (e.g. sanctions)

If, within 30 days after the victim presented the claim the insurer has not notified the injured person about the rejection of the claim and the reasons for the rejection, the MTPL insurer is liable to pay the indemnity.

If the insurer does not pay the compensation within 10 days, it is liable to pay penalties of 0.2% / day of delay.

10.4. Are there any similar stipulations for provisional payments?

No.

Question N° 11

11.1. Is there a limitation period for legal proceedings against the insured or the insurer?

Yes.

If yes, please specify.

The prescription term is 3 years or, if the prejudice arose from a penal act, the prescription term is the one stipulated in the penal law (the maximum prescription term would be 10 years for prejudices resulted out of traffic accidents). The prescription term starts from the date the injured party is made aware or must be made aware of the damage as well as whose liability it is or from the date when the court decision of obligation to payment remained definitive. The prescription term is 3 years for the person who has subrogated to the rights of the injured party and it begins from the date on which the injured person was compensated (the Insurer can pay the compensation after the fulfilment of the prescription term as well, but it cannot be obliged to do so).

11.2. Are there any provisions in the Law which allow for the suspension or extension of that limitation period?

Yes.

If yes, please specify.

a) the course of the prescription is suspended:

- during the negotiations related for the amiable settlement, if the negotiations took place in the last 6 months previous to the fulfilment of the prescription term;
- during the conciliation or mediation procedure, but no longer than 3 months from the start of the procedure;
- until the establishment of the pension or of the aid which the injured person ought to receive from the social insurance organism, in case of bodily injury or death;
- if a case of force majeure retains the injured party to do acts of interrupting the prescription;
- if the force majeure is temporary, it is cause for suspension only if it occurs in the last 6 month previous to the fulfilment of the prescription term;
- if the injured or the guilty party are part of the Armed Forces and these are in a state of war;
- if the injured party lacks the exercise capacity, or it has a limited exercise capacity, during the period in which he does not have a legal representative; After the ending of the suspension, the prescription takes its course again, and the time before the suspension is also calculated.

b) the prescription is interrupted:

- by acknowledgement, by any means, of the obligation or by the insurer's voluntary act of execution (for ex.: the partial payment of the request for a payment term);
- by the introduction of a court/ arbitration request; if the request is admitted or, even if, it is rejected, if within 6 months a new request is introduced and admitted;
- by the injured party's act of becoming a civil party in the penal file;
- by sending a payment notification to the insurer, if within 6 months from the date of payment notification a law suit is intended. After the interruption, another prescription term starts.

Note

The new regulations regarding the prescription have entered in force starting with 01.10.2011 and apply to the rights that have risen after this date. In certain situations, the prescription suspension and interruption cases also apply to the rights that have risen before the entry in force of the new regulations. Aside for the general situations presented, other special situations may exist.

Question N° 12

12.1. Is your Bureau a VAT liable entity?

Yes.

12.2. If yes, please indicate the VAT number:

RO7681180

In this case is the service of claims handling by the Bureau VAT exempted?

No.

12.3. Is an MTPL insurer in your market a VAT liable entity?

No, for the main activity (handling and settling of own MTPL files)

If yes, is the service of claims handling by an MTPL insurer VAT exempted?

N/A.

12.4. Is a specialised claims handling office a VAT liable entity?

Yes.

If yes, is the service of claims handling by this entity VAT exempted?

No.

Question N° 13

[Note: Questions addressed to non-EEA Bureaux only. For EEA Bureaux, see Section 2 & 3]

13.1. Is there a Guarantee Fund in your Country?

N/A.

If yes, what are the conditions and limits of intervention of the Guarantee Fund?

N/A.

13.2. Are these conditions and limits applicable to non-residents whether they are the cause of, or victims of, accidents?

N/A.

Question N° 14 – For countries concerned by Section III of the Internal Regulations

14.1. Are there natural or legal persons (public or private) exempted from the obligation of compulsory MTPL insurance in your country? (Article 12.2 of the Internal Regulations)

No.

If yes, please list the persons exempt from compulsory MTPL insurance:

N/A.

In this case please also indicate the authorities or bodies responsible for compensation:

N/A.

14.2. Are there certain types of vehicles or certain vehicles bearing a special plate exempted from the obligation of compulsory MTPL insurance in your country? (Article 12.3. of the Internal Regulations)

No.

If yes, please list those vehicles:

N/A.

Question N° 15

15.1. Any other special features?

No.