

Green Card Bureau Compendium

RUS – Russia

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General information

Please provide the official full name of your Bureau.

Russian Association of Motor Insurers

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

Non-profit organisation

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

Controlled by all member insurers

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?

Federal Law No 40-FZ on Mandatory Civil Liability Insurance of Vehicle Owners passed on 25 April, 2002 and came into force on 1 July, 2003.

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

The date of the last edition of the Federal Law No 40-FZ is 06.12.2021, the date of its entry into force is 01.01.2022.

Question N° 2

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

The insurance is compulsory for all motor vehicles used for road transportation of people, cargos or equipment installed on it with the following exemptions:

- a) Motor vehicles with maximum design speed not more than 20 km an hour;
- b) 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 (means motor vehicles with less then 50 cubic centimetres engines);
- c) 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) Motor car trailers;
- d) Vehicles without wheeled running gear (e.g. tracked and semi-tracked vehicles etc) and its trailers.

Question N° 3

3. Is the Law applicable to foreign visitors?

Yes, the foreign vehicle entering the territory of Russia must obtain a valid Green Card or (in case of its absence) – Russian MTPL policy.

The Provisions of the Law regarding the direct claims settlement cannot be applied towards foreign visitors, as both parties should be insured with MTPL policies, issued by Russian insurers.

The foreign visitors may use procedure of simplified reporting of road accident but RAMI recommends to call the police as maximum payment is still law and there are certain circumstances under which a harm doer' car should be physically presented to the insurer.

Question N° 4

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

Yes, The Law applies for both personal injury and damage to property.

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 (per accident)	Material damage (per accident)
All vehicles	500 000 rubles (ca. 10 400 euro) per every injured party No limitations per accident	400 000 rubles (ca. 8 300 euro) per every injured party No limitations per accident

Question N° 6

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

Yes, within the same limits.

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

Yes, the employees (when the latter fulfil their job responsibilities) are excluded as far as such damage shall be compensated in accordance with the law prescribing the relevant type of compulsory insurance or compulsory social insurance.

Question N° 7

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

As provided in Article 6 of the Law the following risks are not insured:

- 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 fulfil 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) Infliction of damage when the cargo is loaded to or unloaded from the motor 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

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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.

Question N° 8

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

Yes, there is such possibility.

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, foreigner's direct right of action is the same as for resident of Russia.

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?

No, the Law establishes the insurance indemnification in 2 different ways: compensation or repair of the damaged vehicle where the repair is in priority. So the insurer is not obliged to make such offer.

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

N/A.

10.2. What is the specific time-limit?

N/A.

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

N/A.

10.4. Are there any similar stipulations for provisional payments?

The Law establishes the possibility to make a payment on victim's application only of that part of damages that is already determined. The payment in other part will be proceeded when the rest of damages will be also determined.

Question N° 11

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

Yes, the limitation period for actions against the insurer and insured is 3 years from the date of the accident. Exception of this rule is claims on bodily injuries that may be applied in any time.

However, for the time being courts satisfy victims' claims against insurers even if the limitation period has

already been expired.

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

The Civil Code of the Russian Federation allows the suspension of the limitation period in following events:

- 1) The claiming was interfered by extreme and unpreventable circumstance (force majeure);
- 2) The claimant or the respondent is engaged in the Army;
- 3) The Russian Government established the moratorium to delay the execution of obligations;
- 4) Suspension of action of the law or the other legal act regulating the corresponding relations.

In some cases, when the court recognizes reasons of missing the limitation period as motivated (heavy illness, a helpless condition, illiteracy, etc.), the period may be suspended.

Question N° 12

12.1. Is your Bureau a VAT liable entity?

No

12.2. If yes, please indicate the VAT number:

N/A.

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

N/A.

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

No

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?

No

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

N/A.

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?

Yes, the name is Compensation payments of RAMI.

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

In case of bodily injuries of the victim Russian GF is acting if:

- a) the liable insurer of the liable vehicle is considered as a bankrupt by the court decision and bankruptcy proceedings are started;
- b) withdrawal of the insurer's license to proceed MTPL;
- c) the liable party is unidentified;
- d) the liable party is uninsured.

In case of damages caused to victim`s property Russian GF is acting if:

- a) the liable insurer of the liable vehicle is considered as a bankrupt by the court decision and bankruptcy proceedings are started;
- b) withdrawal of the insurer's license to proceed MTPL.

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

The foreigners` rights are the same as the Russian citizens.

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)

N/A.

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)

N/A.

If yes, please list those vehicles:

N/A.

Question N° 15

15.1. Any other special features?

The Russian legislation regulates the question of truck/trailer liability in different way as in most other countries – truck and trailer, even connected to each other, are considered as 2 different independent vehicles. 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.

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The circumstances of the accident are to be determined on the basis of police report (or on the basis of the accident statement - if the procedure of simplified accident' reporting is used) - if there is indicated that the main damage was caused by the trailer (e.g. by backing run) the payment will be made by the trailer' insurer; if both vehicles have directly contacted the damaged vehicle, the indemnification will be paid by both insurers in 50/50 ratio.

An exception of this rule is the situation when the truck was insured while trailer was not - the payment has to be made under the insurance policy of the truck (irrespective of the vehicle indicated as liable in the police report).

On 26.12.2017 The Plenary session of The Russian Supreme court clarified that if a third party gets body injuries (or a decease), the insurer of each vehicle participated in the accident should compensate the harm to a third party regardless of whether their insured was guilty or not. It means that each insurer should pay the indemnity equal to the limit for compensation of the bodily injuries.

However, due to the recent amendments to the Law the situation for victims on bodily injures on accident occurred on or after 01.05.2019 has changed – now victims may also apply for the compensation to each insurer of the vehicles involved in the accident but the total amount from all the insurers shall not be more than limits established by the Law (see question 5).