

Guarantee Fund Compendium

RO – Romania

Review date: 14/01/2021

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General information

Please provide the official full name of your Guarantee Fund.

Biroul Asiguratorilor de Autovehicule din Romania

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

Non-profit organization

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

The decisions are taken by BAAR 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, board members, the members' level of financial contribution to the Bureau and BAAR's budget are approved by the Financial Supervisory Authority.

1 - Unidentified or uninsured vehicles

1.1. What is the full identity (exact name, address, etc.) of the organisation established or authorised with a view to transposing the 2nd MID? Please specify.

Please visit the CoB [website](#) or [extranet](#).

1.2. What is the legal nature of the organisation?

Private.

1.3. On what legal basis is it authorised to carry out compensation?

Law.

1.4. Is compensation by this body subsidiary?

Yes.

1.5. If the compensation is subsidiary, which entities are excluded?

Social security bodies

- Insurance undertakings: Any entity which has to compensate/has compensated the injured party by law or by contract

- Others: Any entity which has to compensate/has compensated the injured party by law or by contract.

1.6. Is your organisation a VAT liable entity?

Yes

1.7. If yes, please indicate the VAT number:

RO 7681180

1.8. If your organisation is a VAT liable entity, is the service of claim handling VAT exempted?

No

1.9. Are there any specific provisions governing the recourse between this body and those responsible for the accident and other insurers or social security bodies obliged to compensate the victim for the same accident?

No.

1.10. If yes to question 1.9, what do these specific provisions consist of? Please specify briefly.

N/A.

1.11. Are people who voluntarily entered the vehicle which caused the damage when they knew that the vehicle was uninsured, excluded from the intervention of the body?

Yes.

1.12. In the event of an accident caused by an unidentified vehicle, is the intervention of the body subject to specific provisions as regards the compensation of damage to property?

Yes.

1.13. If yes to question 1.12, what are the specific provisions? Please specify briefly.

Damage to property is covered by BAAR as Motor G.F. only if in the accident at least one person has suffered severe B.I. and only for the sums above the own retention/deductible of 500 Euro.

Severe B.I. = when the injured needs more than 60 days of medical care.

1.14. If yes to question 1.12, what are the conditions provided for by your legislation so that the damage to property may be considered as significant? Please specify briefly.

Damage to property is covered by the G.F. only if in the accident at least one person has suffered severe B.I.

Severe B.I. = when the injured needs more than 60 days of medical care.

1.15. If the injured party is not a resident of an EEA Member State, can it benefit from the intervention of the body?

No.

1.16. What periods of limitation are the demands for compensation addressed to the body subjected to? Please specify briefly.

The general prescription period 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).

1.17. According to Directive 90/232/EEC, Article 4 "In the event of a dispute between the body referred to in Article 1 (4) of Directive 84/5/EEC and the civil liability insurer as to which must compensate the victim, the Member States shall take the appropriate measures so that one of these parties is designated to be responsible in the first instance for paying compensation to the victim without delay". Which of these parties has been designated in your country to be responsible in the first instance for paying compensation to the victim in the event of a dispute between the body and the insurer responsible for civil liability as to which must compensate the victim? Please specify.

In case of a dispute regarding the validity of the compulsory MTPL policy, the G.F. (BAAR) will have to compensate in the first instance. The G.F has than a right to regress against the liability insurer if BAAR considers and can prove that the policy was valid at the date of the accident.

1.18. Are there certain vehicles or certain types of vehicle having a special plate exempted from the obligation of compulsory insurance in your country? (Article 5.2 of the MID)

Answer to this question is available in the Green Card Bureau Compendium, question 14.3.

1.19. If yes, please list those vehicles:

Answer to this question is available in the Green Card Bureau Compendium, question 14.4.

2 - Stolen vehicles or vehicles obtained by violence

2.1. Has your Member State made use of this possibility?

No.

2.2. If yes to question 2.1, what are the conditions provided in the event of compensation for damage to property? Please specify briefly.

N/A.

2.3. If yes to question 2.1, 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?

Yes.

3 - Other cases of intervention by the body

3.1. Do the legislation of your Member State provide for other situations where the injured party can claim compensation from the body after a road traffic accident?

No.

3.2. If yes to question 3.1, what are these situations?

N/A.