



Common Compendium

MD – Moldova

Review date: 30/08/2023

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Country Code: MD

Organisation (s): National Bureau of Motor Insurers of Moldova

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 organisation

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

Green Card Bureau: Green Card Bureau

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. NBMIM is a professional, non-commercial, independent and autonomous association based on the principle of compulsory membership of all insurance companies, which, under the law, have the right to practice compulsory MTPL insurance in the Republic of Moldova. The National Bureau is registered as legal person in the National Register of non-commercial organisations held by Public Services Agency and performs its activity on the base of its own Statute (starting with 14.06.2023 it is applicable the NBMIM Statute in new wording), the new Law No.106/2022 on MTPL insurance (previously, the Law No.414/2006 on MTPL insurance) and Normative Acts issued by the Supervisory Authority, Regulations of the Council of Bureaux and other relevant documents.

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 membership of the National Bureau is obtained by the insurer since it is licensed to provide internal MTPL insurance or internal and external MTPL insurance (Green Card). Each insurer holding the National Bureau membership has the right for deliberative vote in the General Meeting of the NBMIM's Members. Although, the Bureau's strategic agenda is set up not equally by all members. According to the Bureau's New Statute as of 14.06.2023 and new Law

No.106/2022 on MTPL insurance, **only the members issuing Green Card are empowered to decide concerning the most important issues - questions related to the Green Card market, approving and amending the Statute, approving and amending the annual budget of revenues and expenses, the annual report of NBMIM and annual financial statements, election and revocation of the Supervisory Board members and of the Executive Director, establishing its numerical composition and the term of the mandate.** The activity, assets and responsibilities of NBMIM, the Street Victims Protection Fund and the Compensation Fund managed by the Bureau are subject to supervision by the Supervisory Authority (beginning with 01.07.2023 - National Bank of Moldova, previously - National Commission for Financial Markets) in accordance with applicable legislation.

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.

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.

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.)

Law No.106 as of 21.04.2022 on MTPL insurance, published on 29.04.2022 in Official Gazette of Republic of Moldova No.129-133 Art. 239, entered into force on 01.04.2023.

For the accidents occurred before entering into force of the new Law (01.04.2023), it is applicable the Law No.414/2006 on MTPL insurance - being repealed with the entry into force of the new law.

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. **No restrictions applicable.** The foreign visitors are bound by obligation to have a valid MTPL insurance for Republic of Moldova when entering the country. In this regard, the Law No.106/2022 provides in Art.4 par.(4): Persons that enter the territory of the Republic of Moldova driving vehicles registered abroad shall be considered insured if: **a)** are insured in

conformity with this Law (meaning the possession of internal MTPL insurance); **b)** possess international insurance documents valid on the territory of the Republic of Moldova (meaning the possession of Green Card insurance, other relevant document).

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

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.

Vehicle means 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 of Moldova.

Are there any exemptions? Please specify. [Click or tap here to enter text.](#)

There is no obligation to conclude a compulsory MTPL insurance contract for individuals and legal entities who possess retro-vehicles (for collection reasons, of historical or ethnographic interest), who use vehicles exclusively for the purpose of training, racing, competitions or rallies legally organized; for the risks arising from these activities, the vehicle owners or organizers of the competition can be insured on a voluntary basis. However, if they travel on public roads, it is compulsory 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. [Click or tap here to enter text.](#)

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:

Art.13 of the Law No.106/2022 provides the Limits of the liability. **(1) The limits of liability covered by the compulsory internal MTPL insurance shall be as follows:** **a)** in the case of damage to property occurred in the same accident, regardless of the number of injured parties, the compensation limit shall be set at the level of **EUR 100,000 equivalent in MDL** at the official exchange rate communicated by the National Bank of Moldova for the day of the accident; **b)** in the

case of personal injury and death occurred in the same accident, the compensation limit shall be set for accidents at the level of **EUR 100,000** – for one injured party or at a level of **EUR 500,000** - regardless of the number of injured parties, **equivalent in MDL** at the official exchange rate, communicated by the National Bank of Moldova for the day of the accident; **c)** in case of damage to property claimed in the amicable accident settlement procedure of the vehicle accident - the maximum amount of compensation is established by the normative 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)** In the case provided for in paragraph (1) letter d), proportionally to the limit of liability, the moral damage shall be compensated as follows: **a)** in case of death of the injured party -100%; **b)** in case of classification in disability degree: - severe - 90%; - accentuated - 60%; - average - 30%.

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:** Article 16 of the Law No.106/2022 provides the **Exclusion clauses** (1) The MTPL insurer shall not grant compensation for: **a)** the cases in which the insured is not guilty for the produced accident; **b)** the cases in which the accident was caused through the exclusive fault of the injured person; **c)** the cases in which the accident was caused by the exclusive fault of a third party, except for the situations set out in art. 14 para (3) letter d) – *meaning damage caused to third parties because of opening the vehicle doors while travelling, or by its passengers when the vehicle is stopped or stationary, without making sure that the safety of the other road users is not endangered*; **d)** the damage caused to goods belonging to the driver responsible for the accident and claims arising from the driver’s personal injury or death, regardless of who claims such compensation; **e)** the damages were caused to goods belonging to individuals or legal persons, if they were caused by a vehicle whose user has fulfilled the obligation of compulsory MTPL insurance, owned or used by the same individual or legal person and which is driven by an agent of the same legal person or by another person for whom the individual or legal person is responsible; **f)** the case in which the damaged good is used by the owner of the vehicle whose user has fulfilled the obligation of compulsory MTPL insurance that caused the damage; **g)** situations in which the damaged good

and the vehicle whose user has fulfilled the obligation of compulsory MTPL insurance are part of the common property of the spouses; **h)** the part of the damage exceeding the limits of liability set out in the compulsory MTPL contract, occurred in the same accident, regardless of the number of injured persons and the number of persons liable for the accident; **i)** any fines and criminal lawsuit expenses that the owner, user or driver of the vehicle whose user has fulfilled the obligation of compulsory MTPL insurance, responsible for the damage, would have to pay; **j)** the expenses incurred in the criminal lawsuit by the owner, user or driver of the vehicle whose user has fulfilled the obligation of compulsory MTPL insurance, responsible for the damage, even if the civil part of the trial was also settled in the criminal lawsuit; **k)** the amounts that the vehicle driver responsible for the damage must pay to the owner or user who entrusted the vehicle whose user has fulfilled the obligation of compulsory MTPL insurance to him, for damaging or destroying the vehicle; **l)** the damage caused to the goods carried, if at the time of the accident there was a contract of carriage between the owner or user of the vehicle that caused the accident or the driver responsible and the injured parties; **m)** the damage caused to the persons or goods inside the vehicle that caused the accident, if the MTPL insurer may prove that the injured parties were aware of the fact that the vehicle was stolen; **n)** the damage caused by the devices or installations installed on vehicles when they are used as working installations or machinery, which represent risks of the professional activity; **o)** the damage caused by accidents occurred during the loading or unloading operations; **p)** the damage caused by transportation of dangerous products: radioactive, ionizing, flammable, explosive, corrosive, combustible products, which caused or aggravated the damage; **q)** the damage caused by the use of a vehicle during a terrorist attack or a war, if the event is directly connected with such attack or war; **r)** reduction of the value of goods after the repair; **s)** the damage related to the environmental pollution due to an accident; **t)** the damage caused by the disappearance or destruction of securities, money, precious stones, objects of precious metals and precious stones, works of art and other works of intellectual property; **u)** the damage produced by the operation of the vehicles within the sports competitions and trainings, organized in places specially provided for them; **v)** the damage caused in situations where the insurer's liability had not begun, ceased or was suspended; **w)** the damage caused by the lack of use of the damaged vehicle, including the temporary replacement of the vehicle, based on the option of the injured person; **x)** lost profit or income.

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

Yes

No

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

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? All type of damages.

If yes, what is the specific time-limit? The MTPL insurer has the obligation to take a decision in respect of the claim file and to pay insurance compensation within **1 month from the date of filing in the application for compensation in case of complete claim file** and at most **3 months in case of incomplete claim file**. The decision regarding the settlement of the claim is communicated to the injured party within 5 working days from the date of adoption, mandatorily, with the confirmation of the dispatch. The insurer shall pay the insurance claims/compensations during 10 working days from the date of issuing the decision regarding the settlement of the claim file and to accept the application for compensation of the injured person regarding the method of payment of the compensation, which may be: a) in cash; b) by transfer to the bank account; c) by transfer to the bank account of the repair shop which provided or will provide the service.

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 the Civil Code of Republic of Moldova, Art.391 par.(1) - the limitation period (prescription term) for initiating a legal action in the court, including against the MTPL insurer, is 3 years, regardless of the claimed damages (material or bodily injuries / death).

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

In respect to material damage: Art.395 par. (1) of the Civil Code provides that the limitation period begins from the date when the person learned or should have known about the right infringement. As well, 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. Although, the Insurer can pay the compensation amount after the running of the limitation period, but it cannot be obliged to act so.

In respect to bodily injuries: The same provisions as for material damages.

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.

According to the Civil Code, Art.398 - The expiration of the limitation (prescription) period shall be suspended if: a) the filing of the action is impossible due to an impediment beyond the control of the creditor and if he could not reasonably be required to avoid or overcome the impediment or its consequences; b) the execution of the obligations is postponed (moratorium); c) the creditor or debtor is part of the armed forces on a war footing; d) the creditor is a minor or subject to a judicial protection measure and does not have a representative or protector, except in cases where the creditor has procedural capacity regarding the violated right; e) the creditor or the debtor has died and no person has been established as an heir or a person authorized to act on behalf of the estate (executor who has powers of administration, custodian or administrator of the estate appointed by a notary or insolvency administrator of the estate successors); f) the activity of the judicial authorities whose jurisdiction it is to resolve the dispute between the parties is suspended; g) the creditor and the debtor negotiate regarding the right or the circumstances from which a claim regarding that right could result; h) the creditor and the debtor negotiate about the mediation regarding the right or the circumstances; i) the parties are, under the terms of the law, in the process of mediation regarding the right or the circumstances from which a claim regarding that right could result. As well, **the Civil Code in Art.401 regulates the interruption of the prescription term** as follows: a) by a voluntary act of execution or by the recognition, in any other way, expressly or tacitly, of the right whose action is prescribed, made by the one in whose favour the prescription runs. The partial execution of the obligation, the payment, in whole or in part, of interest or penalties, the establishment of a guarantee, the request of a payment term, the declaration of compensation and other similar manifestations that unequivocally certify the existence of the right of the person against constitute acts of tacit recognition to whom the prescription runs; b) by submitting in the established manner a request for a summons, for arbitration, a request for release of the court order or another request in the competent jurisdictional body; c) by submitting in the established manner an application for the admission of the claim in the insolvency process, as well as the application for intervention in the ongoing foreclosure procedure started by other creditors; d) in other cases provided by law.

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

Art.395 par. (4) of the Civil Code provides: in actions regarding the reparation of damage, the statute of limitations begins to run from the date when the injured party knew or should have known both the type of damage and the person responsible for it. Thus, in insurance sector the limitation period runs from the date of accident.

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

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.

There is no division of liability - the MTPL insurer of the truck is fully responsible for the damages caused by an accident. Art.14 par. (3) of the Law: Regardless of the place where the vehicle accident occurred - on public roads, on roads not open to public traffic, in premises and in any other places, both while moving or stationing the vehicle whose user has fulfilled the obligation of compulsory MTPL insurance, the MTPL insurer shall grant compensation up to the limit of liability set out in the current law for:

a) damage caused by any device or installation with which the vehicle was equipped, including the damage caused due to the accidental detachment of the trailer, semi-trailer or an attachment towed by the vehicle;

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

Yes

No

If yes, what are the conditions? Trailers are bound by the obligation to conclude a MTPL insurance. Thus, in the conditions when a trailer is uncoupled, but causes damages by committing a traffic accident, the insurer's liability activates according to the legislation in force. The Art.5 par. (1) of the Law No.106/2022 regulates the Insured case: In the case of compulsory MTPL insurance, the insured case is the accident produced by a vehicle, the owner or user of which has fulfilled the compulsory MTPL insurance obligation, causing damages: a) both while driving and while the vehicle is parked; **b) following the accidental detachment, during the movement of the vehicle, of the trailers, semi-trailers or attachments.**

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

Yes

No

If yes, please specify the conditions: All trailers are subject for a state registration, being assigned a registration number, in the same conditions as all vehicles.

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

Yes

No

Please specify. The trailer is assigned a different plate number.

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. It depends on the country of the vehicle registration.

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

Yes

No

If yes, please specify the conditions/exemptions: According to the applicable legal provisions, 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 Notion of “Vehicle” includes trucks and any type of trailer, whether coupled or not, 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. In Republic of Moldova, the MTPL insurance is divided into internal and external (Green Card) insurance. Thus, in case of the trailer use abroad, even it is coupled to a truck possessing its own Green Card, the trailer needs their own separate Green Card.

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. As it was explained, there is a legal obligation to conclude an MTPL insurance for the trailers. If an uninsured trailer causes damages, the third party can appeal the Street Victims Protection Fund managed by NBMIM.

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 case of a coupled trailer committing an accident, the liability belongs to the truck’s insurer – thus the claimant will make the claim against the truck’s MTPL insurer. In case of an uncoupled trailer, the liability belongs to its MTPL insurer – the claimant will submit the claim to the trailer’s insurer.

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. There is no division of liability.

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. According to exclusion clauses of the MTPL contract provided by the Law No.106/2022, the MTPL insurer shall not grant compensation for the damages caused to goods belonging to individuals or legal persons, if they were caused by a vehicle whose user has fulfilled the obligation of compulsory MTPL insurance, owned or used by the same individual or legal person and which is driven by an agent of the same legal person or by another person for whom the individual or legal person is responsible. As usual, in Republic of Moldova, the truck and trailer belongs/are used by the same legal person, thus the damages caused to the trailer could not be covered by the MTPL insurance issued for the truck for the reason of vehicles using by the same person.

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. The third party could be responsible for the damages to a connected trailer if it can be proved its guilt in causing damages.

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?

According to the Law No.106/2022, Art.25 Settlement of compensation in case of damage or destruction of the vehicle:

(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.

(3) **In case of partial damage** of the vehicle, the amount of real damage of the vehicle is equal to the cost of repairing its components or damaged parts or, if necessary, to the cost of their replacement, including expenses for materials, assembling and disassembling works related to repair and replacement services.

(4) Liable to replacement are parts or components the repair and use of which is technically impossible due to their heavy damage, and even if repair is possible, its cost, including materials' expenses as well as necessary dismantling and assembling, will exceed the cost of new parts or components, including materials' and respective dismantling and reassembling expenses.

(5) The cost of the vehicle repair shall be determined based on the documents issued by the repair shop accepted by the parties.

(6) Full painting of the vehicle is considered necessary when over 50% of the total external motor vehicle surface is damaged.

(7) The prices applicable to materials, components and parts used for replacement are those quoted by the repair shop.

(8) When the purchase of parts and materials necessary for vehicle repair is made in foreign currency, their cost is equal to the cost of purchase specified in the submitted expenditure documents, including transportation expenses, customs fees and accompanying V.A.T., equivalent to the cost in MDL at the official exchange rate on the date of invoice payment. In such cases the

cost of components, parts or materials (provided they are on sale in the Republic of Moldova) shall not exceed the selling cost applied by the repair shops in the Republic of Moldova.

(9) In case of lack of quotes on some vehicle component parts applied by the repair shops, their primary cost shall be established based on prices given in spare parts catalogues or, in case of their absence, - analogic to the prices of component parts used for similar vehicles.

(10) While assessing the damage, when replacement of component parts and pieces is necessary, if compensation is paid by transfer to the bank account of the repair shop, the insurance compensation shall be determined by the insurer considering the following:

a) for vehicles with an exploitation period less than 3 years from the year of production and a journey of up to 100 000 km, the vehicle repair cost is determined based on documents issued by the repair shop agreed by the parties or the one indicated in the valid guarantee certificate. In this case, for the vehicle repair will be used new original components and spare parts;

b) for vehicles with an exploitation period more than 3 years and / or a journey of more than 100 000 km, the vehicle repair cost is determined based on documents issued by the repair shop agreed by the parties. In this case, for the vehicle repair will be used components and new spare parts manufactured under license (aftermarket parts) or previously used original parts corresponding to the technical and road safety requirements and available on the local market. In case when components or new parts manufactured under license or previously used original parts are not available on the local market, the real vehicle damage incurred will be determined according to the price of new original components and spare parts. If the parties do not reach a common agreement on the repair shop, the insurance compensation will be determined in accordance with paragraphs (12) - (14) and will be paid to the injured person.

(11) Under the purpose of par. (10), when calculating the exploitation period of a vehicle, an integer number of years calculated from January 1st of the year of vehicle production to the date of occurrence of the insured risk shall be considered.

(12) 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.

(13) In case of disagreement of the injured person regarding the amount of insurance compensation established according to para (10) and (12), unless the repair has already been carried out by the repair unit, the cost of vehicle repair shall be determined taking into account the automated information assessment systems in the automotive field corresponding to the requirements set out in the regulatory acts of the supervisory authority, for prices of materials, components and spare parts. The labour tariff per hour is established by the normative act of the supervisory authority under the conditions applicable to the Republic of Moldova. In determining the repair value in accordance with this paragraph, transport costs, customs duties and value added tax (VAT) shall not apply.

(14) The acts of assessment of insurance compensation made without compliance with the provisions of this article may not serve as the basis for payment of insurance compensation.

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

According to Law No.106/2022, **Article 25. Settlement of compensation in case of damage or destruction of the vehicle**

(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 of the vehicle**, 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. If the insurer fails to examine the damaged property (vehicle) and to compile the damage report within the term of 5 working days from the date of receiving the claim for compensation, 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. In this case, the compensation amount will include the costs of the expert reports.

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: According to the present Law on MTPL insurance, the compensation amount includes the expenses related to actions of damages reduction and those for transporting goods to the place of repair, parking or storage, only with the condition of presenting the relevant 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: According to the Law, the MTPL insurer shall pay compensation for total damage to property, including deregistration of the vehicle.

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.

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

Please specify. In the case of an uninsured vehicle, the third party can submit a claim to compensate the damages from the Street Victims Protection Fund managed by NBMIM. The claim file will be handled according to the provisions of Law No.106/2022 on MTPL insurance.

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. Based on the legal provisions of the Law, **in case of bodily injuries**, the compensation amount includes the expenses caused by the accident such as **expenses for transporting the injured party, his treatment, recuperation, or prosthetics and that are not paid from the funds of compulsory medical insurance** in conformity with applicable legislation in matter. The mentioned expenses are determined based on prices used by Moldovan institutions, according to documents issued by them, in case when no institution in Moldova practices the above-mentioned services, according to supporting documents issued by foreign 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. If following an accident, the injured party needs a special care and nourishment according to medical prescription that are confirmed by respective documents, as well not being paid from the funds of compulsory medical insurance in conformity with the applicable legislation in matter, then these costs will be covered by the MTPL insurance accordingly.

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

Yes.

No.

Please specify. **Art. 26 Settlement of compensation in case of personal injury and/or death**, par. (3) of the Law provides: In the case of disability due to personal injuries, the insurance compensation will cover the difference between the net average monthly income calculated according to par. (1) of the Article (see answer at question No. 5.5) and disability pension for the period of disability according to the legal provisions in force.

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 pain and suffering are included in the notion of moral damages.** The amount provided by the law for moral damages – please see the answer at question 5.9.

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

Yes.

No.

Please specify. Art.26 par. (1) of the Law No.106/2022 stipulates: **In case of personal injury, the insurance compensation for loss of income will include:** **a)** the difference between the net average monthly salary of the injured person established according to the legislation on the calculation of the average salary and the allowance received from the State Social Insurance Protection funds, for the period of temporary incapacity for work, proven with supporting documents from the competent bodies - for employees; **b)** the average monthly net income declared to the competent bodies and proven with supporting documents, for the last 12 months, from activities carried out by the injured person, for the period of temporary incapacity for work, but not less than the amount of the minimum consumption basket - for non-employees; **c)** the compensation equal to the cost of the minimum consumption basket for the period of temporary work incapacity, determined according to the declarations submitted to the competent bodies proven with supporting documents - for the injured persons who at the time of the insured case do not meet any of the requirements set out in letters a) and b).

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

Yes.

No.

Please specify. No

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/child behind)?

Yes.

No.

Please specify. Art.26 par. (4) of the Law No.106/2022 provides: In case of death of the third party, the insurance compensation is determined by the agreement between the injured party's successor and the MTPL insurer and includes: a) the net average monthly income determined in accordance with par. (1) of the article (see answer at question 5.5) minus the allowances received from the State Social Insurance Protection Fund for the persons who were dependent on the deceased and who were entitled to a maintenance pension from him.

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

Yes.

No.

Please specify. According to Art.26 par. (4) letter b) of the Law No.106/2022, the funeral expenses are granted to the injured party's successor based on the agreement with the MTPL insurer and consist of the amount of 4 (four) average monthly salaries per economy established at the date of the vehicle accident.

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

Yes.

No.

Please specify. Art.13 par.(1) letter d) of the Law No.106/2022: 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. Par. (2) of the Article details the provisions regarding moral damages as follows: In the case provided for in paragraph (1) letter d), proportionally to the limit of liability, the moral damages shall be compensated as follows: a) in case of death of the injured party -100%; b) in case of classification in disability degree: severe - 90%; accentuated - 60%; average - 30%.

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

Yes.

No.

Please specify. The Civil Code in Art.19 par. (3) indicates: Non-pecuniary damage (moral damage) is considered physical and mental suffering, as well as the reduction of the quality of life. In the case

of health damage, non-pecuniary damage also includes the loss or diminution of a capacity of the human body (biological damage).

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

Yes.

No.

Please specify. Art.24 par. (1) and (3) of the Law No.106/2022 stipulate: (1) The compensation amount is calculated based on written or electronic consent between the injured person and the insurer. If the parties have not reached an agreement, the insurer pays the insurance compensation in the established amount, and the injured person has the right to challenge the insurer's decision in court. (3) **The agreement between the injured person and insurer shall bear total, unconditioned and definitive character and settle all claims arising from damages that existed or were revealed on the date of making the agreement, for damages that have been covered this way, except in situations when after paying compensation for bodily injury the state of health of the injured person worsened or he/she died as a result of the same accident.**

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

Yes.

No.

Please specify. Art.26 par. (5) of the Law No. 106/2022: In case of personal injury or death because of a vehicle accident, the injured person, or his successors as the case may be (surviving spouse / children, other successors according to the Civil Code of Moldova), may claim moral damages within the limit provided by the law.

5.12. Any other cases? Please specify.

No.

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 amiabile (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 injured party may submit a claim for compensation directly to the MTPL insurer of the guilty person or to his own MTPL insurer in case of direct settlement or to the claims representative appointed by him, regardless of whether or not the insured person has fulfilled the notification obligation – the insured party has to notify within 48 hours since occurrence of the accident the insurer that issued the MTPL insurance policy or the National Bureau of Motor Insurers if the insured holds the Green Card insurance certificate for accidents produced on the territory of the Republic of Moldova.

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 amiabile, etc.)**

Yes

No

Please specify. When claiming the compensation of the damages, the Law No.106/2022 provides the obligation for the injured party to submit the police report/ Amicable accident settlement form /a definitive court ruling as the case may be, attesting the guilt in the accident occurring as well as the causal link between liability and suffered damages.

- **Proof of damage**

Yes

No

Please specify. According to legal provisions, among other documents, the claim file should compulsorily include the documents confirming the repairs, replacement of damaged parts and their cost, drafted by the repair shop accepted by parties, documents confirming existence of personal injuries or death, where applicable. As well, if the insurer fails to examine the damaged property and to compile the damage report within 5 days from the compensation request, 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. In this case, the document compiled by the independent expert/repair unit will be opposable to the insurer in the damage assessment process.

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

Yes

No

Please specify. The documents attesting the guilt in the accident are accepted as proof for the causal link between the liability and damage.

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 by the responsible insurer/NBMIM, and before leaving the country, a visiting victim shall comply with legal obligation set up in the Law No.106/2022 to provide the necessary documents to the handling entity (police report/ Amicable accident settlement form /a definitive court ruling). As well, the injured party shall present the damaged property to the handling entity for pretended damages assessing.

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

Yes

No

Please specify. According to the Law, the injured party has the obligation to provide, within a term of 5 days from the request date the access of the insurer or of his claims representative to the property damaged by the vehicle accident, so that the insurer can determine the real damage

amount. If the injured person does not comply with this obligation, it results in the impossibility of compiling the claim file and/or calculating the damage amount, thus the insurer is released from the obligation to pay insurance compensation. The insurer that has concluded property insurance contract with the injured person has the obligation to invite the guilty person and MTPL insurer of guilty person to the process of ascertaining damages, confirming the invitation by supporting documents. Failure of presence of MTPL insurer of the guilty person at the fixed time and place does not prevent the insurer to establish and assess the damages that will be binding for the MTPL insurer absent from the ascertainment process within the provisions of the present law. By derogation, in case if in the rights of the injured person as a result of the accident on the territory of the Republic of Moldova the foreign insurer has been subrogated, the MTPL insurer ascertains the damages based on the supporting documents submitted by the foreign insurer.

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

A vehicle that has been registered and assigned a registration number by the State Authority (Public Services Authority) recording the owner/user of the vehicle as well, is considered as identified.

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? According to Art. 14 par. (2) lit.d) of the Law No.106/2022, the compensation amount will include the costs for civil court proceedings incurred by injured party or **costs related to alternative solution if the ruling is in favour of the injured party. For example, mediation procedure would be possible to apply. There is not provided a regulated mechanism for calculating such compensations.**

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 road accident causing medium/serious bodily injuries or death are investigated in the criminal proceedings under the Criminal Law with the final judgement by the court. As well, there are cases when the police report attesting the guilt in the accident occurring is appealed in the court. In these situations, the claim file will be handled only based on a definitive and irrevocable court decision in matter. If the claim has been submitted before initiating the mentioned legal proceedings, the request of compensation will be suspended in handling.

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

When the injured person does not agree with the insurer's decision on the amount of insurance compensation, the insurer still shall pay it in the established amount and the injured person shall have the right to dispute the insurer's decision in court. As well, if the Insurer refuses in covering the damage compensation, the third party shall have the right to disputing the Insurer's decision in the court. The right of a judicial action is valid for residents of the foreign countries as well as for Moldovan citizens.

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.) : Mediation fees, lawyer fees.

In court: Legal fees, lawyers fees, translation fees, court experts fees, other expenses disposed by the court.

6.4. Any other procedure of settlement? Please specify.

No other procedure of settlement.

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).

One of the main functions of the National Bureau is managing and using the financial resources of the Street Victims Protection Fund and Compensation Fund, set up according to the current Law. The Street Victims Protection Fund is established to protect persons injured by accidents caused by vehicles whose owners or users have not concluded compulsory MTPL insurance contracts, by unidentified vehicles and / or drivers, by 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.

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.

The procedure to be followed for a claim filing and to benefitate of a compensation from the Street Victims Protection Fund is the same as for claiming compensation from the responsible MTPL insurer to cover the damages caused by its insured according to the provisions of applicable Law No.106/2022.

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

Yes. There is no limitation regarding the residency of the claimant in the matter.

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.

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 leu 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 Moldovan leu 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. **As well, the people who voluntarily got into the vehicle driven by the person responsible for the accident, if it turns out that they knew that no MTPL contract was in force for the vehicle concerned, shall not benefit from compensation.**

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. According to the Law No.92/2022 on Insurance Reinsurance activity, The establishment, administration and use of the means of the National Insurance Guarantee Fund National Guarantee Fund for the cases of bankruptcy, winding up, licence withdrawn proceedings related to an insurance undertaking is carried out in accordance with the legislation on the Insurance Guarantee Fund – the draft Law is in process of legislative elaboration.

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?

The legal provisions don't exclude the people who voluntarily entered the vehicle which caused the damage when they knew that the vehicle was stolen from the compensation. According to the Law, the people who voluntarily got into the vehicle driven by the person responsible for the accident, if it turns out that they knew that no MTPL contract was in force for the vehicle concerned, shall not benefit from compensation

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 procedure to be followed for a claim filing to MD National Bureau is the same as for claiming compensation from the responsible MTPL insurer in covering the damages caused by its insured – the procedure is regulated in the Law No.106/2022 on MTP insurance.

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. There is no different procedure or any other limitation for a resident and non-resident claimant – both categories of claimants have a direct right of action against the Bureau/agent/insurer representing the Bureau.

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

No.