



PARLIAMENT OF THE REPUBLIC OF MOLDOVA

L A W
on compulsory motor third party liability insurance
for damages caused by vehicles

No. 106 of 21.04.2022
(in force as of 01.04.2023)

Official Monitor of the Republic of Moldova No.129-133 Art. 239 of 29.04.2022

* * *

CONTENTS

Chapter I
GENERAL PROVISIONS

Section 1
Subject and scope of the law

- Article 1. Subject of regulation and scope
- Article 2. Subject of insurance
- Article 3. Main notions
- Article 4. MTPL insurance obligation
- Article 5. Insured case
- Article 6. Requirements for the MTPL insurer
- Article 7. Claims representative

Section 2
Compulsory motor third party liability insurance contract

- Article 8. Conclusion of the compulsory MTPL insurance contract
- Article 9. Contract of compulsory MTPL insurance. Territorial limits
- Article 10. Suspension, resolution and termination of the compulsory MTPL insurance contract
- Article 11. Compulsory multiple MTPL insurance

Chapter II
COMPULSORY MOTOR THIRD PARTY LIABILITY INSURANCE

Section 1
Insurance premiums and limits of liability

- Article 12. Insurance premiums. Bonus-malus system
- Article 13. Limits of liability

Section 2
Risks covered by compulsory motor third party liability insurance contract

- Article 14. Risks covered by the MTPL insurer
- Article 15. Categories of damaged persons
- Article 16. Contractual exclusion clauses

Article 17. Common fault

Section 3
Notification of occurrence of the insured case
and ascertainment of damages

- Article 18. Obligations of the insured person
- Article 19. Rights and obligations of the damaged person
- Article 20. Rights and obligations of the MTPL insurer
- Article 21. Amicable settlement of the vehicle accident
- Article 22. Claims file. Determination of damages
- Article 23. Information about the accident

Section 4
Determination and payment of insurance compensation
and indemnities

- Article 24. Determination of insurance compensation and indemnities
- Article 25. Determination of insurance compensation in the event of damage to or destruction of the vehicle
- Article 26. Determination of insurance compensation in the event of personal injury and/or death
- Article 27. Determination of insurance compensation in the event of injury or death of animals
- Article 28. Determination of insurance compensation in the event of damage to or destruction of other property
- Article 29. Payment of insurance compensation
- Article 30. Recourse of the MTPL insurer
- Article 31. Direct settlement between MTPL insurers

Chapter III
NATIONAL BUREAU OF MOTOR INSURERS

Section 1
Organization and functioning of the National
Bureau of Motor Insurers

- Article 32. Organization of the NBMI
- Article 33. Tasks of the NBMI
- Article 34. Management of the NBMI
- Article 35. Membership of the NBMI
- Article 36. Assets of the NBMI
- Article 37. External financial guarantee

Section 2
Powers of the National Bureau of Motor Insurers

- Article 38. Powers of the NBMI as an insurance compensation paying body
- Article 39. Street Victims Protection Fund
- Article 40. Compensation Fund
- Article 41. Powers of the NBMI to provide information

Chapter IV
VERIFICATION OF COMPULSORY MOTOR THIRD PARTY
LIABILITY INSURANCE

- Article 42. Records of compulsory MTPL insurance
- Article 43. Control of compulsory MTPL insurance

Chapter V
TRANSITIONAL AND FINAL PROVISIONS

Article 44. Transitional provisions

Article 45. Final provisions

The Parliament adopts this organic law.

This law transposes:

- in part Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability (Text with EEA relevance), published in the Official Journal of the European Union L 263 of 7 October 2009;

- Article 21 paragraph (2) and Article 181 paragraph (3) of Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II) (Text with EEA relevance), published in the Official Journal of the European Union L 335 of 17 December 2009, as last amended by Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purpose of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU, published in the Official Journal of the European Union L 156/43 of 19 June 2018.

Chapter I
GENERAL PROVISIONS

Section 1

Subject and scope of the law

Article 1. Subject of regulation and scope

(1) This law regulates:

a) the legal relationships between insurers, insured persons and third persons arising from the contract of compulsory motor third party liability insurance for damages caused by vehicle accidents, as well as the manner of realization of this type of insurance;

b) the organization and functioning of the National Bureau of Motor Insurers.

(2) The scope of this law relates to the compulsory motor third party liability insurance, respectively to the obligation to conclude contracts and to establish exceptions to this obligation, to the territorial limits of cover and limits of insurance liability, to the rights and obligations of insurers, insured persons and damaged persons, to the risks covered and exclusions, to the procedure for establishing and paying insurance compensation and for verifying insurance, to the facilities and penalties applicable to insurers and insured persons, as well as to the institutions responsible for providing or submitting the information necessary for establishing the damage.

(3) Pursuant to this law, the provisions of the General Regulation of the "Green Card" International Insurance System Council of Bureaux or other related regulations shall also apply to compulsory external motor third party liability insurance.

(4) The provisions of this law shall not apply to vehicles that are not subject to State registration and to vehicles that are used by the services of the Armed Forces of the Republic of Moldova.

(5) In the text of this law, damage, insurance compensation, damaged persons, compulsory motor third party liability insurance contract, registration certificate shall mean claim, bodily injury, death and non-material damage, respectively, insurance

compensation and indemnities, damaged (injured) persons, internal and external motor third party liability insurance contract, registration or enrolment certificate, unless otherwise provided.

(6) Within the limits of the provisions of this law, the National Bank of Moldova shall exercise regulatory, supervisory and control duties with regard to:

- a) granting, reissuing, suspension and withdrawal of the license for compulsory internal MTPL insurance and/or for compulsory internal and external MTPL insurance;
- b) compulsory MTPL insurance premiums;
- c) State Automated Information System in the field of compulsory MTPL insurance;
- d) National Bureau of Motor Insurers.

(7) Within the limits of the provisions of this law, the National Commission for Financial Markets shall exercise regulatory, supervisory and control duties in relation to:

- a) the compulsory MTPL insurance contract, risks covered and contractual exclusion clauses;
- b) Amicable accident settlement;
- c) the categories of damaged persons, their rights and obligations;
- d) exercising the rights and obligations of the MTPL insurer;
- e) the procedure for notification of the occurrence of the insured case and ascertainment of damage;
- f) determining and paying insurance compensation and indemnities;
- g) direct settlement between MTPL insurers;
- h) automated assessment information systems in the automotive sector.

(8) The National Bank of Moldova shall ensure the implementation, operation, development and administration of the State Automated Information System in the field of compulsory MTPL insurance.

[Art. 1 paragraphs (6)-(8) introduced by Law No. 175 of 30.06.2023, in force as of 03.07.2023]

Article 2. Subject of insurance

(1) The subject of compulsory motor third party liability insurance is the third party liability of the owner and/or user of the vehicle for any damage caused by a vehicle accident within the territorial limits of cover and the limits of liability of this insurance.

(2) The territory on which the vehicle is normally stationed refers to:

- a) the territory of the State in which the vehicle bears a registration plate, whether permanent or temporary; or
- b) if the vehicle does not bear a registration plate but has a contract of compulsory motor third party liability insurance or a distinguishing sign similar to that plate, the territory of the State in which the contract of compulsory motor third party liability insurance or the sign was issued; or
- c) if the vehicle has no registration plate, no compulsory motor third party liability insurance contract and no distinguishing sign similar to that plate, the territory of the State in which the owner of the vehicle is permanently resident; or
- d) if the vehicle has no registration plate or has a plate which does not correspond or no longer corresponds to the vehicle and has been involved in an accident, the territory of the State in which the accident took place, within the limits of which the compensation claim will be settled by the national bureau of insurers or the compensation paying body.

Article 3. Main notions

For the purposes of this law, the following notions shall mean:

vehicle accident - an unforeseen event involving at least one vehicle resulting in damages;

compulsory motor third party liability insurance for damages caused by vehicles (hereinafter - *compulsory MTPL insurance*) - an insurance contract, evidenced by a

Translation from Romanian into English

compulsory MTPL insurance policy (internal) and/or a "Green Card" insurance certificate (external), whereby an insurer licensed to conduct compulsory MTPL insurance activity undertakes, on the basis of an insurance premium paid by the insured person, to compensate for the damages caused by a vehicle accident that occurred during the validity period of the insurance contract;

MTPL insurer (insurance company) - an insurer licensed to conduct compulsory MTPL insurance activity;

insured person - the owner and/or user of a vehicle whose tortious third party liability is covered by an MTPL insurer under the compulsory MTPL insurance contract;

national bureau of insurers (hereinafter - national bureau) - a professional organization which is constituted in accordance with the Recommendation No. 5 of January 25, 1949, adopted by the Road Transport Sub-Committee of the Inland Transport Committee of the United Nations Economic Commission for Europe, and which groups together insurers which are licensed in a State to conduct compulsory motor liability insurance activity;

National Bureau of Motor Insurers (hereinafter - NBMI) - the national bureau of the Republic of Moldova, a professional, independent and autonomous association of all insurance companies licensed according to the legislation to practice in the Republic of Moldova compulsory MTPL insurance activity, which fulfills the duties of the national bureau in the "Green Card" International Insurance System, of the body paying the insurance compensation, as well as other duties conferred by this law;

bonus-malus - a system whereby the insured person is placed in one of the bonus classes (leading to a reduction in the insurance premium) or in one of the malus classes (leading to an increase in the insurance premium) depending on the insured person's history during the reference period;

"Green Card" insurance certificate - an international insurance document, issued on behalf of a national bureau in accordance with any of the models approved by the "Green Card" International Insurance System Council of Bureaux, certifying the existence of compulsory external MTPL insurance;

"Green Card" International Insurance System Council of Bureaux (hereinafter - Council of Bureaux) - an international non-profit association of the national bureaux of the Member States of the "Green Card" International Insurance System, organized in accordance with the Belgian law, which is responsible for the administration and coordination of relations between the national bureaux in respect of compulsory MTPL insurance;

amicable accident settlement - a simplified and voluntary procedure for documenting a vehicle accident resulting only in insignificant material damage, by filling in and signing the "Amicable accident settlement" form, established by the National Commission for Financial Markets, by the drivers of vehicles involved in the accident;

insignificant material damage - damage caused by damage to or destruction of property as a result of a vehicle accident, the amount of which does not exceed the maximum amount of insurance compensation established by the normative acts of the National Commission for Financial Markets;

partial damage - damage to the vehicle to the extent that reconditioning or replacement of its component parts and damaged parts is possible and the amount of actual damage incurred does not exceed 75% of the value of the vehicle at the time of the accident;

total damage - total destruction or damage to the vehicle to the extent that the value of the reconditioning or replacement of its component parts and damaged parts equals or exceeds 75% of the value of the vehicle at the time of the accident;

direct settlement - an ancillary service for the management of damages caused by vehicle accidents by MTPL insurers of their own insured persons, which is offered by the MTPL insurer and its purchase is optional for the insured person;

claims file - a file containing all the documents needed to ascertain the damages and settle the compensation claim;

the territorial limits of cover of compulsory MTPL insurance:

a) the territory of the Republic of Moldova - internal insurance; or

b) territories of the Member States of the "Green Card" International Insurance System - external insurance;

damaged (injured) person - any person entitled to receive insurance compensation for a damage resulting from a risk covered by a compulsory MTPL insurance contract or who, under the terms of this law, is entitled to submit to the NBMI claims for compensation;

compulsory MTPL insurance policy - a document, valid within the territory of the Republic of Moldova, which proves the conclusion of the internal compulsory MTPL insurance contract and certifies the existence of such insurance;

prejudice - a negative effect suffered by the damaged person as a result of the occurrence of a risk covered by a compulsory MTPL insurance contract;

basic insurance premium - premium calculated actuarially on the basis of statistical information from the MTPL insurer, consisting of the estimated risk premium and the loading factor;

reference premium - indicative insurance premium, calculated by the National Bank of Moldova or by an undertaking with recognized expertise in the field, contracted by the National Bank of Moldova on the basis of statistical data at the level of the internal and external compulsory MTPL insurance market;

General Regulation of the Council of Bureaux - an official document, adopted by the Council of Bureaux in Rethymno (Crete) on May 30, 2002, which incorporates all the mandatory provisions governing the relations between the national bureaux of the Member States of the "Green Card" International Insurance System;

repair unit - a legal entity registered and authorized in the Republic of Moldova to carry out basic vehicle maintenance and repair activity in accordance with the legislation;

user - a natural or legal person who owns or uses a vehicle, the owner of which grants him/her the right to use it for a certain period on the basis of a rental contract, leasing contract or other legal act drawn up in accordance with the law, as well as another person who drives the vehicle with or without the consent of the owner. In the context of driver training, a user is considered to be the person who performs the training in driving the vehicle;

remaining value - the value of the parts of the vehicle which remain undamaged, removable and recoverable in the event of total damage to the vehicle;

vehicle - a mechanical system, with or without self-propulsion, intended for the transportation of persons or goods or fitted with mechanisms capable of performing certain work, but not running on rails, including any type of trailer, whether coupled or not, for which registration is legally compulsory in the Republic of Moldova.

[Art.3 amended by Law No.175 of 30.06.2023, in force as of 03.07.2023]

Article 4. MTPL insurance obligation

(1) Persons who use 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 by vehicle accidents. The compulsory MTPL insurance contract shall cover compulsorily both property damage and bodily injury, death and moral damages.

(2) The contract of compulsory external MTPL insurance shall cover any damage caused by a vehicle accident within the territorial limits of cover of this contract, in accordance with the legislation of the State where the accident took place.

(3) Natural and legal persons who own retro vehicles (collector vehicles, vehicles of historical or ethnographic interest) and who use the vehicles exclusively for the purposes of training, racing, competitions or rallies legally organized are not obliged to conclude a compulsory MTPL insurance contract but, taking into account the risks arising from these activities, the owners of these vehicles or the organizers of competitions may opt for optional insurance. If these vehicles are used on public roads, the conclusion of a compulsory MTPL insurance contract is indispensable.

(4) Persons entering the territory of the Republic of Moldova, driving vehicles registered in third states, shall be considered insured if:

- a) are insured in accordance with this law;
- b) possess international insurance documents, valid on the territory of the Republic of Moldova.

Article 5. Insured case

(1) In the framework of compulsory MTPL insurance, the insured case is an accident caused by a vehicle whose owner and/or user has fulfilled the obligation of compulsory MTPL insurance, resulting in damage:

- a) both while the vehicle is moving and when stationary;
- b) as a result of the accidental detachment of trailers, semi-trailers or attachments while the vehicle is in motion;
- c) the devices or installations with which the vehicle has been equipped;
- d) as a result of accidental spillage, leakage or falling of the substances, materials or objects being transported;
- e) when getting into and out of the vehicle.

(2) It shall not be considered an insured case if the accident occurred as a result of fortuitous impossibility of performance, including various military measures instituted during a state of emergency, siege or war or as a result of actions caused by natural disasters, nuclear explosions, radiation or radioactive pollution, mass disturbances, as well as terrorist activities.

Article 6. Requirements for the MTPL insurer

(1) The insurer may conduct internal compulsory MTPL insurance activity if it fulfills cumulatively, in addition to the requirements set out in the legislation on insurance or reinsurance activity, the following conditions:

- a) has at least one compensation representative as provided by this law;
- b) has the appropriate hardware, software and staff to keep detailed records of insurance documents and centralize the collected information/data and has the ability to electronically communicate this information to the State Automated Information System in the field of compulsory MTPL insurance, established by the National Bank of Moldova. In this regard, it is mandatory for the insurer's information system to enable the online transmission and communication, via web technologies, of information on compulsory MTPL insurance between the head office and/or branches/subdivisions of the MTPL insurer and the National Bank of Moldova;
- c) is not in financial resolution or insolvency proceedings in accordance with the legislation on insurance or reinsurance activity and that on insolvency;
- d) has at least one of the automated assessment information systems in the automotive sector, which includes prices from the catalogs of manufacturers of spare parts, components and materials necessary for repair and which meets the requirements set out in the normative acts of the National Commission for Financial Markets.

(2) The insurer may conduct compulsory external MTPL insurance activity if it fulfills cumulatively, in addition to the conditions set out in paragraph (1), the following requirements:

a) has at least 2 years of experience in the field of compulsory MTPL insurance (accumulated in the territory of the Republic of Moldova or in the territory of a third state, if the establishment of the branch is requested);

b) participates with own financial means in the Compensation Fund, established in accordance with the provisions of this law, in the amount established in the normative acts of the National Bank of Moldova;

c) participates with own financial means in the formation of the external financial guarantee, established by the Council of Bureaux and provided for by this law, for the period during which its recommendation to maintain such guarantee is in force;

d) has a solvency ratio of at least 120%, as confirmed by the actuary, at the time of submission of the application/documents for obtaining the right to conduct compulsory external MTPL insurance activity.

[Art.6 paragraphs (1), (2) amended by Law No.175 of 30.06.2023, in force as of 03.07.2023]

Article 7. Claims representative

(1) The MTPL insurer is obliged to appoint in at least 3 municipalities of the Republic of Moldova (Chisinau, Balti, Comrat) a claims representative, responsible for representing the MTPL insurer within the limits of the powers assigned.

(2) The claims representative shall be authorized to represent the MTPL insurer for the purpose of handling damage cases within the limits of the powers assigned to him/her. To this end, the claims representative shall draw up the claims file and take all necessary steps to settle the compensation claims submitted by the damaged person for damages caused by an accident involving a vehicle whose owner and/or user has fulfilled the compulsory MTPL insurance obligation.

(3) The claims representative may act on behalf of more than one MTPL insurer.

(4) The claims representative must be authorized with the right to receive claims, to collect the documents necessary for the claims file, to draw up and sign the minutes of the claims settlement.

(5) The appointment of a claims representative shall not preclude the right of the damaged person to take direct action against the person who caused the damage or his/her MTPL insurer, as the case may be.

(6) The MTPL insurer shall be obliged to inform the National Bank of Moldova about the first name and last name, the IDNP of the claims representative, the address of the branch/subdivision of the MTPL insurer where he/she will carry out his/her activity, if the claims representative is a natural person, or about the name, the address of the head office, the IDNO, if the claims representative is a legal entity, as well as about all changes in their data, within 7 working days of their appointment or change.

[Art.7 paragraph (6) amended by Law No.175 of 30.06.2023, in force as of 03.07.2023]

Section 2

Compulsory motor third party liability insurance contract

Article 8. Conclusion of the compulsory MTPL insurance contract

(1) Compulsory MTPL insurance shall be carried out directly through the conclusion of an insurance contract between the owner and/or user of the vehicle and the MTPL insurer, which shall be drawn up on paper and/or by electronic means, in accordance with the normative acts of the National Commission for Financial Markets. If the compulsory MTPL insurance contract is concluded by any electronic means and the person has not signed it electronically, it shall be presumed that by paying the insurance premium the insured person has given his/her consent to the conclusion of the contract.

(2) The compulsory MTPL insurance contract shall be concluded between the insurer and the insured person, without indication of the persons allowed to use the vehicle (unlimited number of users). Under the contract of compulsory MTPL insurance, the risk of any user of the vehicle is covered regardless of whether it is concluded by or on behalf of natural or legal persons, with the exceptions provided for by this law.

(3) If the insured natural person, with the exception of sole proprietors or persons who, within the meaning of the Tax Code, renders professional services and carry out independent professional activities, transfers the vehicle for which the compulsory MTPL insurance contract has been concluded to a legal person, on the basis of a lease contract or other legal act drawn up under the conditions of the legislation, the risk of those admitted by the legal person to use the vehicle shall be considered as insured under the concluded contract. Notwithstanding the provisions of this paragraph, the insurer shall have the right to bring an action for recourse under Article 30.

(4) If the insured legal person transfers in the possession of an undertaking engaged in the activity of renting vehicles or in the activity of road transportation of persons or goods by taxi the vehicle for which the compulsory MTPL insurance contract has been concluded, on the basis of a leasing contract or other legal act drawn up in accordance with the legislation, the risk of those admitted by the undertaking to use the vehicle shall be deemed to be insured under the contract concluded. Notwithstanding the provisions of this paragraph, the insurer shall have the right to bring an action for recourse under Article 30.

(5) The application for the conclusion of the compulsory MTPL insurance contract shall be submitted to the MTPL insurer. The insurer shall not have the right to refuse to examine and settle the insurance application.

(6) The conclusion of compulsory internal MTPL insurance contract shall be evidenced by the MTPL insurance policy and the conclusion of the compulsory external MTPL insurance contract - by the "Green Card" insurance certificate. The compulsory MTPL insurance policy and/or "Green Card" insurance certificate shall be issued upon full payment of the insurance premium.

(7) In case of alienation of the vehicle, the insured person is obliged to inform the MTPL insurer. In the event of alienation of the vehicle, with the notification of the MTPL insurer, the insured has the option to assign the rights under the MTPL compulsory insurance contract to the new owner or to terminate the existing contract. Termination may take place if no insurance compensation has been paid or is not due for damages caused during the period of validity of the compulsory MTPL insurance contract. In the case of assignment, the MTPL insurer will adjust the insurance premium based on the respective risk factor of the new owner.

(8) If, during the period of validity of the compulsory MTPL insurance contract, the vehicle is disposed of without informing the MTPL insurer and the contract remains in force and the insured event occurs, the MTPL insurer shall be liable with the right to adjust and collect, if necessary, an additional insurance premium from the new owner, with the assignment of the rights under the compulsory MTPL insurance contract.

(9) Any changes in the compulsory MTPL insurance contract shall take effect from the moment of their operation in the State Automated Information System in the field of compulsory MTPL insurance, administered by the National Bank of Moldova.

(10) The duplicate of the MTPL insurance policy and/or the "Green Card" insurance certificate shall be issued at the request of the insured person after the lost, stolen or damaged documents have been canceled. The cost of the duplicate shall be covered by the applicant.

(11) The form and content of the insurance claims, compulsory MTPL insurance contracts, the form of the "Amicable accident settlement", as well as the form and content of the MTPL insurance policy and the "Green Card" insurance certificate are unique for

all insurers and are established in accordance with the normative act of the National Commission for Financial Markets. The form and content of the "Green Card" insurance certificate shall be determined in accordance with the model and conditions approved by the Council of Bureaux.

(12) A person who owns and/or uses more than one vehicle registered or subject to registration in the Republic of Moldova may conclude a single compulsory MTPL insurance contract, indicating the number of vehicles, their technical characteristics and identification data, in which case the insurer will issue the MTPL insurance policy and/or the "Green Card" insurance certificate for each vehicle.

(13) When concluding the contract of compulsory MTPL insurance, the owner and/or user of the vehicle shall allow the MTPL insurer to check the technical condition of the vehicle and to request the damage history.

(14) The issuance of compulsory MTPL insurance contracts shall be carried out in the branches/subdivisions of MTPL insurers or in the subdivisions of insurance intermediaries, equipped with cash register and control equipment and computer technology, web platforms allowing the registration of contracts, record keeping and transmission of information to the State Automated Information System in the field of compulsory MTPL insurance of the insurer, NBMI and the National Bank of Moldova.

(15) From the moment of submission of the application and conclusion of the compulsory MTPL insurance contract and during its validity, the insured shall allow the MTPL insurer access to the data from the State Automated Information System in the field of compulsory MTPL insurance, to the records of previous accidents and damages and shall provide all the information requested by the MTPL insurer for the assessment of the risk and calculation of the insurance premium.

(Art.8 paragraphs (1),(9),(11),(14) amended by Law No.175 of 30.06.2023, in force as of 03.07.2023)

Article 9. Contract of compulsory MTPL insurance. Territorial limits

(1) The contract of compulsory MTPL insurance shall be concluded for a term of 12 months, except in the cases provided for in paragraphs (2), (2¹) and (3).

(2) The contract of compulsory external MTPL insurance may be concluded for periods of insurance of less than 12 months, but not less than 15 days.

(2¹) The contract of compulsory MTPL insurance may be taken out for periods of insurance of less than 12 months, but not less than 30 days in the case of motor vehicles provisionally registered for testing.

(3) A person who uses a vehicle registered abroad but not insured on the territory of the Republic of Moldova or whose insurance period expires while it is on the territory of the Republic of Moldova shall be obliged to conclude a contract of compulsory internal MTPL insurance with the MTPL insurer upon entry of the vehicle on the territory of the Republic of Moldova, at the state border crossing point or at the latest on the last day of validity of the insurance document. The insurance contract shall be concluded for the entire period of stay on the territory of the Republic of Moldova, but not less than 30 days.

(4) The insurer's liability shall begin:

a) in the case of compulsory internal MTPL insurance contracts:

- from the day following the day on which the validity of the previous compulsory MTPL insurance contract expires, for the insured person who fulfills the obligation to take out the insurance no later than on the last day of validity of the previous contract;

- from the day following the day on which the contract of compulsory MTPL insurance was concluded, for persons who did not have valid compulsory MTPL insurance at the time when the new insurance was taken out;

- from the moment indicated in the compulsory MTPL insurance contract, but not earlier than the date of entry into force of the provisional registration certificate or vehicle registration certificate for vehicles placed on the market and to be registered;

- from the moment indicated in the compulsory MTPL insurance contract, for persons using a vehicle registered abroad on the territory of the Republic of Moldova;

b) in the case of compulsory external MTPL insurance contracts - from the date indicated in the contract.

(5) The insurer's liability shall cease at 24:00 on the last day of validity of the compulsory MTPL insurance contract or before that day, when the vehicle is taken out of circulation by the competent authorities.

(Art.9 paragraph (1) completed, paragraph (2¹) introduced by Law No.366 of 29.12.2022, in force as of 13.01.2023)

Article 10. Suspension, resolution and termination of the compulsory MTPL insurance contract

(1) The contract of compulsory internal MTPL insurance may be suspended from the moment of submission of the application by the person who concluded the contract in the following circumstances:

a) during the period of suspension of the right to use the vehicle in accordance with the legislation;

b) during the period in which the insured person has deposited or has had his or her number plates removed in accordance with the legislation.

(2) The insured person is obliged to immobilize the vehicle in a state of immobility for the entire period of suspension of the compulsory MTPL insurance contract.

(3) The reinstatement of the suspended compulsory MTPL insurance contract shall be carried out from the moment of submission of the application by the insured person, upon presentation of the confirming documents, which exclude the circumstances referred to in paragraph (1). The MTPL insurer shall not owe the insurance compensation if the insured case occurred during the suspension of the compulsory MTPL insurance contract.

(4) The contract of compulsory MTPL insurance may be under resolution by prior notification to the MTPL insurer, based on the following grounds:

a) withdrawal of its license;

b) notification by the insured of the transfer of ownership of the vehicle, accompanied by supporting documents;

c) the agreement of the parties;

d) other cases provided by this law.

(5) By way of derogation from paragraph (4), contracts of compulsory external MTPL insurance with a period of validity of one month or less may be under resolution without giving notice, but not later than the starting date of the period of insurance.

(6) The contract of compulsory MTPL insurance shall terminate automatically in the following circumstances:

a) in the case of removal of the vehicle from the state register after notifying the insurer;

b) on the expiry date of the period laid down in the contract;

c) in the case of a final judgment on the termination of the contract;

d) in other cases provided by law.

(7) Upon resolution or termination of the contract of compulsory MTPL insurance, the insurer shall refund to the insured person the insurance premium for the days up to the expiry of the period of validity of the contract, calculated from the date of resolution or termination of the contract, if no insurance compensation for any damage caused during the period of validity has been paid and is not due. The MTPL insurer shall be entitled to

deduct from the amount of the insurance premium calculated for the days up to the expiry of the validity period of the contract the amount of its costs up to 25% of the insurance premium calculated for reimbursement.

(8) The validity of the compulsory MTPL insurance contract shall not cease in the case of the occurrence of the insured event and the payment of the insurance compensation.

(9) The MTPL insurer and/or the insurance intermediary may, upon request, inform the policyholders of the termination of the MTPL compulsory insurance contract and the possibility of its renewal within 30 days prior to the termination or within 5 days after the circumstances of termination of the contract have arisen.

Article 11. Compulsory multiple MTPL insurance

(1) If several compulsory MTPL insurance contracts are in force for the same vehicle on the date of the accident, the insurance compensation shall be paid in equal shares by all MTPL insurers.

(2) The insurance compensation shall be paid in full by the MTPL insurer to which the damaged person has submitted the claim, after which the MTPL insurer in question shall initiate the necessary proceedings against the other MTPL insurers to recover the part of the compensation paid on their behalf. The actions of handling the claims file of the MTPL insurer that paid the insurance compensation shall be enforceable against the other insurers within the limits of the provisions of this law.

(3) The insured person has the obligation to inform the MTPL insurer about the existence of other compulsory MTPL insurance contracts in force for the vehicle involved in the accident.

Chapter II

COMPULSORY MOTOR THIRD PARTY LIABILITY INSURANCE

Section 1

Insurance premiums and limits of liability

Article 12. Insurance premiums. Bonus-malus system

(1) The insurer shall calculate the insurance premium in such a way as to cover all the obligations arising from the compulsory MTPL insurance contract.

(2) The insurance premium to be charged to the insured person shall be calculated by applying to the basic insurance premium the risk criteria, the correction coefficients and the bonus-malus coefficient. The insurance premium shall be paid in full.

(3) The MTPL insurer and the insurance intermediary shall be obliged to provide information to the insured about the amount of the basic insurance premium, the adjustment coefficients and the bonus-malus coefficient to be applied to the insured person.

(4) The basic insurance premiums and adjustment coefficients for compulsory internal and external MTPL insurance shall be established by MTPL insurers on the basis of their internal actuarial calculations, according to the methodological framework for calculation and application established by the National Bank of Moldova.

(5) The basic insurance premiums and adjustment coefficients for compulsory internal and external MTPL insurance, legalized by the MTPL insurer's actuary, shall be submitted by the insurer to the National Bank of Moldova for examination, before implementation, in order to ensure that they are sufficient to cover at least the claims settlement costs and administrative expenses of the MTPL insurer, in accordance with the normative acts of the National Bank of Moldova.

(6) If the information provided by the insured person, in accordance with Article 8, does not correspond to the reality at the time of conclusion of the compulsory MTPL

insurance contract, the insurance premium may be recalculated and amended by the MTPL insurer after prior notification to the insured person.

(7) In the event of a breach of the information obligation provided for in Article 8 at the time of conclusion of the compulsory MTPL insurance contract, during the period of validity of the contract or in the event of worsening of the risk, the MTPL insurer may terminate the contract within 20 days of prior notification of the insured person if the latter does not agree to the amendment of the contractual conditions under paragraph (6) of this Article. If the insured case occurs within the notification period, the MTPL insurer shall be liable with the right to collect, where appropriate, an additional insurance premium.

(8) MTPL insurers and insurance intermediaries shall be prohibited from granting to the insured person any collateral benefits when concluding a contract of compulsory internal and external MTPL insurance (in the form of gifts, bonuses, promotions, certificates, premiums, etc.), including on the account of acquisition expenses and/or profit margin.

(9) When determining the amount of the basic insurance premium, the MTPL insurer shall take into account the history of insurance compensation paid in at least the last 5 years for damages caused by accidents involving the driver of the vehicle applying for compulsory MTPL insurance.

(10) The MTPL insurer shall provide to the National Bank of Moldova, upon its request, the following information:

- a) how the insurance premium is determined;
- b) statistical data on the basis of which the insurance premium is determined;
- c) the actuarial report on the calculation and determination of the insurance premium;
- d) any other information concerning the method of calculation of the insurance premium.

(11) The National Bank of Moldova, or an undertaking with recognized expertise in the field contracted by the National Bank of Moldova, shall calculate the reference premiums at least once a year based on statistical data (aggregated per market), in accordance with the normative acts of the National Bank of Moldova. The National Bank of Moldova shall publish the reference premiums, basic premiums, and adjustment coefficients in accordance with its normative acts.

(12) The National Bank of Moldova shall reject the actuarial calculation of the basic insurance premium and the adjustment coefficients if the insurance premiums are lower than the reference premiums.

(13) MTPL insurers which do not have sufficient statistical information necessary for the actuarial calculation provided for by this law shall apply the reference premium according to the decision of the National Bank of Moldova.

(14) The application criteria for the bonus-malus system shall be laid down in the normative acts of the National Bank of Moldova.

(15) The MTPL insurer or the National Bank of Moldova shall issue to the applicant, within 15 days from the registration of his/her application, a certificate on the damage recorded during the last 5 years of contractual relations or the absence of such damage.

[Art. 12 amended by Law No. 175 of 30.06.2023, in force as of 03.07.2023]

Article 13. Limits of liability

(1) The limits of liability for compulsory internal MTPL insurance are as follows:

- a) for damage to property occurred in the same accident, irrespective of the number of persons damaged, the limit of compensation shall be EUR 100,000, with the equivalent in MDL at the official exchange rate of the Moldovan Leu, communicated by the National Bank of Moldova on the date of the accident;

b) for bodily injury and death occurred in the same accident, the limit of compensation shall be EUR 100,000 - for one damaged person or EUR 500,000 - for several damaged persons, regardless of their number, with the equivalent in MDL at the official exchange rate of the Moldovan Leu, communicated by the National Bank of Moldova on the date of the accident;

c) for damage to property claimed on the basis of the amicable settlement procedure of the vehicle accident, the maximum amount of compensation is established by the normative acts of the National Commission for Financial Markets;

d) for non-material damages as a result of disability or death of the injured person occurred in the same accident, the limit of compensation is EUR 5,000 - for one injured person or EUR 10,000 - for several injured persons, regardless of their number, with the equivalent in MDL at the official exchange rate of Moldovan Leu, communicated by the National Bank of Moldova on the date of the accident.

(2) In the case of non-material damages referred to in paragraph (1) letter d), they shall be compensated in proportion to the limit of liability as follows:

a) in case of death of the injured person - 100%;

b) in case of classification as severe disability - 90%, accentuated disability - 60%, average disability - 30%.

(3) Insurance compensation provided for in the compulsory MTPL insurance contract shall be paid irrespective of the number of accidents occurring during the validity period of the contract.

(4) If the extent of the damage caused in the same accident to several persons, including the expenses incurred by them in the civil proceedings, exceeds the limit fixed, the insurance compensation shall be awarded within the limit fixed for each damaged person in proportion to the ratio between the limit of liability and the total damage.

(5) Where the extent of the damage exceeds the limits of liability set out in paragraph (1), the damaged person shall be entitled, in accordance with the Civil Code, to bring an action against the person at fault for the accident to recover the amount exceeding these limits.

(6) The owner and/or user of the vehicle shall be entitled to conclude a voluntary (optional) civil liability insurance contract to cover damages exceeding the limits of liability set out in paragraph (1).

[Art. 13 paragraph (1) amended by Law No. 175 of 30.06.2023, in force as of 03.07.2023]

Section 2

Risks covered by compulsory motor third party liability insurance contract

Article 14. Risks covered by the MTPL insurer

(1) The MTPL insurer shall be obliged to pay insurance compensation to the injured person for damages caused by a vehicle accident whose owner and/or user has fulfilled the obligation of compulsory MTPL insurance.

(2) Without exceeding the limits of liability provided for in the compulsory MTPL insurance contract, in accordance with Article 13 paragraphs (1) and (2) and provided that the insured case occurred during the validity period of the contract, the MTPL insurer shall provide insurance compensation for:

a) bodily injury or death, including non-material damage;

b) damage to property, including costs for the deregistration of the vehicle and damage minimizing costs;

c) vehicle repair costs, proven by documents issued by the repair units or by documents issued under the conditions of this law;

d) legal costs incurred by the damaged person in civil proceedings or related costs in the event of an alternative settlement of the dispute, if the settlement is favorable to the damaged person;

e) the cost of one single removal of the damaged vehicle belonging to the damaged person from the place of the accident to the place of the claims representative or to the repair units chosen by the damaged person for the purpose of repairing the vehicle or to the place nearest to the place of the accident or to the residence of the damaged person, as appropriate, if the vehicle is no longer capable of moving by its own means or if its movement may endanger road safety.

(3) 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 the vehicle is moving and while the vehicle is stationing, the owner and/or user of which has fulfilled the obligation of compulsory MTPL insurance, the MTPL insurer shall provide insurance compensation within the limit of liability provided for in this law for:

a) the damage caused by any device or installation with which the vehicle has been equipped, including damage caused by accidental detachment of the trailer, semi-trailer or a sidecar pulled by the vehicle;

b) the damage caused by the fault of the driver of a vehicle whose owner and/or user has fulfilled the obligation of compulsory MTPL insurance;

c) the damage caused to persons damaged by the characteristics, action or inaction of the vehicle, or other thing involved in the movement of the vehicle, or by accidental spillage, leakage or falling of the substances, materials or objects being transported;

d) the damage caused to damaged persons by the opening of the vehicle doors by passengers while the vehicle is in motion or when the vehicle is stopped or stationary;

e) the damage caused to damaged persons as a consequence of the driving of the vehicle by a person in a state of drunkenness resulting from the consumption of alcohol, drugs and/or other substances having similar effects.

Article 15. Categories of damaged persons

(1) Compulsory MTPL insurance shall cover liability for damages caused by vehicle accidents to all persons other than the at-fault driver.

(2) Members of the family of the insured person, the driver of the vehicle or any other person whose civil liability is engaged in a motor vehicle accident and is covered by compulsory MTPL insurance shall not be excluded from the benefit of insurance cover for their own bodily injuries.

(3) Compulsory MTPL insurance shall cover damages caused by vehicle accidents to pedestrians, cyclists and other non-motorized road users, who, following a vehicle accident, are entitled to insurance compensation within the limits of liability provided for by this law.

(4) This Article shall be without prejudice to civil liability or the amount of insurance compensation.

Article 16. Contractual exclusion clauses

(1) The MTPL insurer shall not provide insurance compensation for:

a) cases where the insured person is not at fault for the accident;

b) cases where the accident was caused solely by the fault of the damaged person;

c) cases where the accident was caused by the sole fault of a third person, except in the situations referred to in Article 14 paragraph (3) letter d);

d) the damage to property belonging to the driver of the vehicle at fault in the accident, as well as for bodily injury or death, irrespective of who claims this insurance compensation;

Translation from Romanian into English

e) the damage to property belonging to the natural or legal person, if caused by a vehicle owned and/or used by the same natural or legal person, which has fulfilled the obligation of compulsory MTPL insurance, and which is driven by a servant of the same legal person or by another person for whom the natural or legal person is responsible;

f) cases where the damaged goods are used by the owner and/or user of the vehicle which has fulfilled the obligation of compulsory MTPL insurance and which caused the damage;

g) cases where the damaged property and the vehicle whose owner and/or user have fulfilled the obligation of compulsory MTPL insurance are part of the joint property of the spouses;

h) the part of the damage exceeding the limits of liability established by the compulsory MTPL insurance contract, occurred in the same accident, irrespective of the number of persons damaged and the number of persons responsible for causing the accident;

i) the fines of any kind and the costs of criminal proceedings which the owner, user and/or driver of the vehicle who have fulfilled the obligation of compulsory MTPL insurance responsible for the accident would be obliged to pay;

j) the costs incurred in the criminal proceedings by the owner, user and/or driver of the vehicle who has fulfilled the obligation of compulsory MTPL insurance and is responsible for the accident, even if the civil side was also settled in this trial;

k) the sums which the driver of the vehicle responsible for the accident is obliged to pay for the damage or destruction of the vehicle to the owner and/or the user to whom the vehicle has been entrusted and who have fulfilled the obligation of compulsory MTPL insurance;

l) the damage to goods transported, if a contract of carriage existed between the owner, user and/or driver of the vehicle at fault and the damaged persons at the time of the accident;

m) the damage to persons or property in the vehicle which caused the accident, if the MTPL insurer can prove that the damaged persons knew that the vehicle was stolen;

n) the damage caused by devices or installations fitted to the vehicle which are used as work installations or machinery and constitute a hazard of the occupation;

o) the damage caused by vehicle accidents occurring during loading and unloading operations;

p) the damage arising from the carriage of radioactive, ionizing, flammable, explosive, corrosive, combustible dangerous goods, which caused the accident and aggravated the damage;

q) the damage caused by the use of a vehicle during a terrorist attack or during war, if the use is directly related to that attack or war;

r) the reduction in the value of goods after repair;

s) the damage resulting in environmental pollution caused by an accident;

t) the damage resulting from the disappearance or destruction of securities, money, precious stones, articles of precious metals and precious stones, works of art and other objects of intellectual property;

u) the damage caused by the operation of vehicles in the framework of sports competitions and training, organized in places specially designated for them;

v) the damage caused in situations where the liability of the MTPL insurer had not begun, had ceased or was suspended;

w) the damage resulting from the lack of use of the damaged vehicle, including temporary replacement of the vehicle on the basis of the damaged person's option;

x) the profit or lost income.

(2) The damaged person shall be entitled to bring a civil action in court against the person at fault for the accident in order to recover the damages excluded from the compulsory MTPL insurance, as provided for in paragraph (1).

(3) Persons who, at the time of the accident, had the possibility to recover the damage incurred under optional or compulsory insurance, except by exercising the option provided for in Article 24 paragraph (9), or under the legislation and persons who voluntarily entered the vehicle driven by the person at fault for the accident, if it is proved that they knew that the vehicle was not covered by a compulsory MTPL insurance contract, shall not be entitled to insurance compensation.

Article 17. Common fault

(1) Where the damaged person has negligently contributed to the accident or to the aggravation of the damage, he/she shall be held liable only for the part of the damage for which he/she is responsible. In such cases, the extent of each person's liability shall be that established by any means of proof.

(2) If the extent of the liability of each person cannot be established, it shall be established in equal shares in proportion to the number of parties involved in the accident, each party being entitled to insurance compensation in the proportion in which he/she is not responsible for the accident.

Section 3

**Notification of occurrence of the insured case
and ascertainment of damages**

Article 18. Obligations of the insured person

(1) In the event of a vehicle accident, the insured person is obliged:

- a) to take all possible actions to minimize the damage caused;
- b) to notify the police or other law enforcement bodies about the vehicle accident (except for accidents that can be documented by the amicable settlement procedure) immediately after its occurrence, requesting the preparation of documents on the causes and circumstances of the vehicle accident and its consequences;
- c) in the case of application of the amicable settlement of the vehicle accident procedure:
 - to immediately notify the MTPL insurer who issued the MTPL compulsory insurance policy or the NBMI, in case of holding the "Green Card" insurance certificate, about the occurrence of the accident on the territory of the Republic of Moldova;
 - to document, without delay, the circumstances of the vehicle accident by both drivers involved in the accident filling in and signing the "Amicable accident settlement" form;
 - to record the dates of witnesses, if any;
 - to take photographs and/or video recordings at the accident scene, including both vehicles involved in the accident, their license plates and damaged parts which are visible, and braking and skid marks at the scene, if any;
 - to submit to the MTPL insurer, within 2 working days of the date of the accident, his/her copy of the "Amicable accident settlement" form, completed and signed by both drivers of the vehicles involved in the accident;
- d) to notify, within 48 hours from the moment of the accident, the MTPL insurer that issued the MTPL compulsory insurance policy or the NBMI, in case of holding the "Green Card" insurance certificate, about the occurrence of the accident on the territory of the Republic of Moldova. Drivers of vehicles involved in the accident who hold compulsory MTPL insurance policies and/or "Green Card" insurance certificates, irrespective of the results of the fault ascertainment, are obliged not to take any measures to repair the damage themselves;

e) to notify the persons involved in the accident and the damaged person or his/her relatives that he/she is in possession of a compulsory MTPL insurance policy and/or a "Green Card" insurance certificate and to provide the necessary information about the MTPL insurer;

f) to submit to the MTPL insurer or to the claims representative the accident report drawn up by the police and the competent institutions, the valid driving license for the category to which the vehicle belongs, the registration certificate and the periodic technical inspection report of the vehicle that caused the accident;

g) to provide, at the request of the MTPL insurer, access to the vehicle with which he/she caused the accident.

(2) The insured person's refusal to comply with the provisions of paragraph (1) shall not limit the damaged person's right to compensation. In such a case, the MTPL insurer shall be entitled to bring a recourse action against the insured person in respect of the additional expenses incurred as a result of the failure to comply with the said provisions.

(3) The insured person's refusal to appear, at the request of the MTPL insurer, in connection with the recourse action, shall not limit the right of the damaged person to be compensated.

Article 19. Rights and obligations of the damaged person

(1) The insured person shall, at the request of the damaged person, transmit to the latter the information necessary for the formulation of claims, in particular:

a) the full name and address of the driver of the vehicle at the time of the accident;

b) the name and address of the registered office of the legal entity in possession of the vehicle;

c) the name, address of the MTPL insurer who issued the MTPL compulsory insurance contract, the contract series and number, as well as the vehicle registration number or its identification number.

(2) In the event of the application of the amicable settlement of the vehicle accident procedure, the damaged person shall be subject to the obligations set out in Article 18 paragraph (1) letter c).

(3) The rights of the damaged person in an accident caused on the territory of the Republic of Moldova by a vehicle owned and/or used by the insured person shall be exercised against the MTPL insurer of the person at fault or against his/her own MTPL insurer, in case of direct settlement, or through the claims representative, within the limits of liability of MTPL insurance provided for in this law.

(4) The rights of a person injured in an accident caused on the territory of the Republic of Moldova by a vehicle owned and/or used by a person insured abroad shall be exercised against the insurer of this person through the NBI, if the conditions provided for in Article 4 paragraph (4) letter b) are met.

(5) The damaged person has the right to submit a claim to the MTPL insurer of the person at fault or to his own MTPL insurer, in the case of direct settlement, or to the claims representative appointed by him, regardless of whether or not the insured has fulfilled the obligation to notify provided for in Article 18 paragraph (1) letter d).

(6) The MTPL insurer shall not be entitled to refuse to examine and settle the claim for compensation submitted under paragraph (5).

(7) The rights of the damaged person in a vehicle accident shall be exercised against the NBMI, and the insurance compensation shall be paid within the limits of liability set out in Article 13 and under the conditions set out in Article 39 paragraph (3) if:

a) the vehicle and/or its driver have been identified and it has been established that the driver has not fulfilled the obligation to conclude the compulsory MTPL insurance contract and/or the vehicles are not registered or have not been subject to registration on the territory of the Republic of Moldova;

b) the vehicle and/or its driver remained unidentified;
c) the vehicle was obtained illegally;
d) the accident occurred during the period of suspension of the compulsory MTPL insurance contract for the vehicle, regardless of who caused the accident.

(8) In the cases referred to in paragraph (7), the rights and obligations related to the claims file, ascertainment of damages, determination and payment of insurance compensation, provided by this law for the MTPL insurer, shall be assigned to the NBMI.

(9) The damaged person shall be obliged to ensure, within the period specified in Article 20 paragraph (1) letter d), the access of the MTPL insurer or the claims representative appointed by the latter to the property damaged in the vehicle accident, so that the MTPL insurer can ascertain the actual value of the damage.

(10) If the damaged person has not complied with the obligation provided for in paragraph (9) and has made it impossible to draw up the claims file and/or to ascertain the extent of the damage by the MTPL insurer, the latter shall be released from the obligation to pay the insurance compensation.

(11) By way of derogation from paragraphs (9) and (10) of this Article and Article 24 paragraph (11), if the property insurer of a third state has subrogated in the rights of the damaged person in the accident occurred on the territory of the Republic of Moldova, the MTPL insurer shall ascertain the damage and pay the insurance compensation under the conditions of this law and on the basis of supporting documents submitted by the property insurer of the third state.

(12) By way of derogation from paragraphs (9) and (10), the insurer shall pay the insurance compensation for property of social and/or road traffic safety importance (electricity pylons, natural gas installations, roadside parapets, traffic lights, other objects concerning road traffic safety) damaged and replaced immediately after the occurrence of vehicle accidents on condition that panoramic and detailed photographs and/or video images are taken of the property and its damaged parts and that they are subsequently stored in a suitable place for examination and determination of the extent of the damage by the MTPL insurer or the NBMI, as appropriate, for the purpose of paying insurance compensation.

Article 20. Rights and obligations of the MTPL insurer

(1) After becoming aware of the occurrence of the accident, the MTPL insurer is obliged:

- a) to open a claims file;
- b) to examine the "Amicable accident settlement" form, completed in the manner prescribed by this law, submitted by the damaged person and attached to the claim for compensation, and to issue without delay the document confirming the receipt and registration of the claim for compensation;
- c) to request the subordinated institutions of the Ministry of Internal Affairs, law enforcement bodies and courts of law, medical institutions and other legal persons of public and private law to provide the information necessary for the processing of the claims file or for the exercise of the right of recourse by the MTPL insurer, stipulated in this law (except for documented accidents, in compliance with the amicable settlement procedure), if the insured person or the damaged person has not submitted to the MTPL insurer such information duly certified;
- d) to examine the damaged property and to draw up, within 5 working days from the date of receipt of the claim for compensation submitted by the damaged person, a damage report;
- e) to close the claims file on the damage caused by the vehicle accident no later than 30 days from the date of submission by the damaged person of the last document required to finalize the file;

f) to pay the insurance compensation within the terms established by this law.

(2) The MTPL insurer shall be obliged to take a decision on the settlement of the claim for compensation and to pay the insurance compensation within 30 days from the date of submission of the claim at the latest - in the case of a complete claims file and within 90 days - in the case of an incomplete claims file. The decision on the settlement of the claim for compensation shall be communicated to the damaged person within 5 working days from the date of its adoption, with confirmation of dispatch.

(3) If the insured person contests in court the acts issued by the bodies investigating the circumstances of the insured case, including the decisions taken regarding the determination of the fault of the insured person in the insured case, and informs the MTPL insurer thereof, the MTPL insurer shall have the right to suspend the examination of the claim for compensation for the part of the claim that concerns the payment of the insurance compensation until the final court decision on the determination of fault is issued.

(4) If the MTPL insurer fails to meet the obligations within the time limit referred to in paragraph (2) or fails to meet them adequately, including if it unjustifiably reduces the insurance compensation, it shall be subject to a penalty of 0.1% for each day of delay, calculated on the basis of the total amount of compensation due or the difference of the amount unpaid. The penalty shall be paid at the same time as the insurance compensation is paid.

(5) During the period of suspension of the examination of the claim for compensation under paragraph (3) and during the period in which the motor vehicle accident is subject to a judicial process for establishing the fault, the provisions of paragraph (4) shall not apply.

Article 21. Amicable settlement of the vehicle accident

(1) The amicable settlement of the vehicle accident procedure (hereinafter - *the amicable settlement procedure*) is a solution for establishing the facts, circumstances and the person at fault for the accident, as an alternative to the procedure applied by the employees of the police, fire brigades and public prosecutor's office, and is applicable only on condition of the voluntary expression of the will of both drivers of the vehicles involved in the accident.

(2) The amicable settlement procedure consists in the completion and signature by the drivers of the vehicles involved in the accident of the "Amicable accident settlement" form, indicating the person who assumes responsibility for the accident, which is then submitted to the MTPL insurer of the person allegedly responsible for the accident together with the claim for compensation.

(3) The amicable settlement procedure shall be applied subject to the following cumulative conditions:

a) only two vehicles are involved in the accident;

b) the accident results in insignificant material damage within the limit provided for in Article 13 paragraph (1) letter c);

c) the accident did not result in bodily injury and/or damage to property (road installations, pillars, fences, buildings, etc.) other than the vehicles involved in the accident;

d) both drivers of the vehicles involved in the accident consent to the documentation of the accident through the amicable settlement procedure and to the consensus on the circumstances of the accident and the visible damage caused to the vehicles involved, and the person responsible for causing the accident acknowledges the fault;

e) the drivers of the vehicles involved in the accident have the opportunity to take photographs and/or video images at the scene of the vehicle accident;

f) drivers of vehicles involved in the accident record the data of witnesses if possible.

If the conditions mentioned in paragraph (3) letter a) and letters c)-f) are not fulfilled, the "Amicable accident settlement" form, filled in and signed by the drivers of the vehicles involved in the accident, becomes null and void and the vehicle accident shall be documented by the competent authorities.

(4) The form and content of the "Amicable accident settlement" form, as well as the rules on the use of this form, shall be approved by the National Commission for Financial Markets, with the opinion of the police authorities. The "Amicable accident settlement" form is issued to the insured person free of charge. It is forbidden to include in this form any information other than that stipulated in the normative acts of the National Commission for Financial Markets.

(5) The "Amicable accident settlement" form must contain information about the circumstances of the accident, the identification data of the drivers and vehicles involved in the accident, data from the compulsory MTPL insurance policy and/or the "Green Card" insurance certificate (in case of the vehicle owned and/or used by a person insured abroad), the data about the damage caused to the vehicles involved, as well as other information established in the normative acts of the National Commission for Financial Markets. The "Amicable accident settlement" form contains two self-copied pages, both having the same legal value, and is issued to the insured person by the MTPL insurer together with the compulsory MTPL insurance policy or upon request.

(6) In the case of application of the amicable settlement procedure, the claim for compensation shall be submitted by the damaged person to the MTPL insurer of the person at fault or to his/her own MTPL insurer, in the case of direct settlement, with the "Amicable accident settlement" form, completed and signed by both parties, on the basis of which the claims file is opened.

(7) In the case of a vehicle accident documented by the amicable settlement procedure, the MTPL insurer shall have the right to refuse to pay the insurance compensation if the conditions set out in paragraph (3) of this Article have not been met, except for the condition set out in letter b) of the mentioned paragraph, in which case the MTPL insurer shall pay the insurance compensation within the limit provided for in Article 13 paragraph (1) letter c). The refusal of the MTPL insurer to pay the insurance compensation shall not limit the right of the parties to apply to the competent bodies or institutions for the establishment of the circumstances of the vehicle accident and to submit, on the basis of the documents of the findings drawn up by these bodies or institutions, an additional claim for compensation in the manner provided for by this law.

(8) The MTPL insurer shall have the right to refuse to pay the insurance compensation if the "Amicable accident settlement" form is illegibly filled in, is incomplete and contains contradictory or erroneous data, unless the insured person or the damaged person has contributed to the removal of the errors.

(9) If the MTPL insurer does not agree that the identified person is recognized as responsible for the accident on the basis of the "Amicable accident settlement" form or if the insured person withdraws his/her admission of liability, the MTPL insurer shall pay the insurance compensation within the time limits established by this law and shall have the right to apply to the court within 15 days from the date of payment of the insurance compensation, to examine the merits of the "Amicable accident settlement" form, to establish liability and, where appropriate, to collect compensation from the MTPL insurer of the person recognized as responsible for the accident by the court.

(10) The claims file opened as a result of the vehicle accident, documented by the amicable settlement procedure, shall be handled according to the general procedure provided by this law.

(11) The bodies and institutions competent for establishing the circumstances of the vehicle accident do not have the right to refuse to draw up the contravention file under

the Contravention Code if the "Amicable accident settlement" form, filled in and signed by the drivers of vehicles involved in the accident, becomes null and void.

[Art.21 amended by Law No.175 of 30.06.2023, in force as of 03.07.2023]

Article 22. Claims file. Determination of damages

(1) In the event of a case covered by compulsory MTPL insurance, the damaged person has the right to submit a claim for compensation to the MTPL insurer of the person at fault or to his/her own MTPL insurer, in case of direct settlement, or to the NBMI, in case of the occurrence of a risk covered by it, under the conditions provided by this law.

(2) The form and content of the claim for compensation shall be unique for all MTPL insurers and shall be established by the normative acts of the National Commission for Financial Markets. The claim for compensation may also be completed electronically.

(3) Once the claims file is opened, the MTPL insurer or, as the case may be, the NBMI shall issue to the damaged person, in writing, the list of documents necessary, but not more than those referred to in paragraph (4), for the closure of the claims file and for the payment of compensation.

(4) The following documents must be included in the claims file:

a) copies of the documents establishing the facts and circumstances of the vehicle accident, drawn up by the employees of the police, fire brigades, public prosecutor's office, medical institutions, or the "Amicable accident settlement" form, as appropriate;

b) the insured person or vehicle user's explanation of the accident, except in the event of serious bodily injury or death resulting from the accident or in the event of avoidance of liability;

c) the damaged person's claim for the ascertainment of damage and payment of insurance compensation;

d) the damage minutes;

e) additional damage minutes, where appropriate;

f) an estimate of the cost of repair and/or replacement of damaged parts or components, including prices, drawn up by means of the automated computerized vehicle assessment system or by a repair unit accepted by the parties;

g) documents confirming that the repairs have been carried out, the replacement of damaged parts and the cost thereof, drawn up by the repair unit accepted by the parties, as appropriate;

h) documents confirming the occurrence of bodily injury or death;

i) the final court judgment on the payment of insurance compensation, where applicable;

j) copies of the primary documents confirming the payment of insurance compensation;

k) written confirmation from the damaged person that he/she has no claims against the MTPL insurer. The confirmation must be drawn up in two signed copies, one copy for each party, except in the cases referred to in Article 29 paragraph (3);

l) a written undertaking by which the damaged person undertakes to reimburse the insurance compensation, in case of annulment of the documents issued by the employees of the police, fire brigade, prosecutor's office, medical institutions or in case of annulment of the "Amicable accident settlement" form, as the case may be.

(5) In case the MTPL insurer has not examined the damaged property and has not concluded a damage minutes within the term specified in Article 20 paragraph (1) letter d), the damaged person has the right to use the services of legal experts, of entities registered and authorized to carry out motor vehicle and vehicle technical expertise or of repair units for the ascertainment of the damage, without presenting the damaged property to the MTPL insurer.

(6) The damage minutes shall be drawn up by the MTPL insurer, with the compulsory invitation of the insured person, the owner and/or user of the vehicle and the damaged person, and shall be signed by the persons present at its drawing. The claims representative shall be obliged to inform the damaged person of his/her right to record objections in the minutes.

(7) Any objections of the parties to the assessment of the established damage shall be mentioned in the minutes or in an annex thereto. The form and content of the damage minutes shall be unique for all MTPL insurers and shall be established by the normative acts of the National Commission for Financial Markets.

(8) After the finalization of the claims file, the MTPL insurer is obliged to issue, at the request of the damaged person, within 5 days, an extract from the claims file, indicating the number of the opened file, the parts found to be damaged in the accident and the technical solutions adopted (repair and/or replacement).

(9) The damaged person shall have the right to examine all documents in the claims file, regardless of whether the compensation agreement has been signed.

(10) If the technical solutions adopted are modified or changed, or if during the dismantling or repair of the damaged property other damage caused by the accident which could not be ascertained initially is discovered, an additional damage ascertainment minutes shall be drawn up, inviting the persons involved in the initial ascertainment.

(11) After finalizing the claims file and at the request of the damaged person, the MTPL insurer shall submit to the damaged person the appraisal or the estimate of the costs of repair and/or replacement of damaged parts or components, indicating the prices, or other documents on the basis of which it has established the amount of insurance compensation.

[Art.22 amended by Law No.175 of 30.06.2023, in force as of 03.07.2023]

Article 23. Information about the accident

(1) The subordinated institutions of the Ministry of Internal Affairs, law enforcement bodies and courts of law, medical institutions and other legal persons of public and private law, which have the necessary information for the handling of the claims file or for the exercise of the right of recourse of the MTPL insurer, shall compulsorily provide the insured person and/or the damaged person with documents and data, free of charge, within 15 working days, upon request of the MTPL insurer.

(2) The Ministry of Internal Affairs, the Public Services Agency and the National Motor Transport Agency shall submit the information necessary for the proper functioning of the State Automated Information System in the field of compulsory MTPL insurance on a continuous and timely basis.

Section 4

Determination and payment of insurance compensation and indemnities

Article 24. Determination of insurance compensation and indemnities

(1) The amount of the insurance compensation shall be determined on the basis of an agreement between the damaged person and the MTPL insurer, drawn up on paper, in written form or by electronic means. If the parties have not reached an agreement, the MTPL insurer shall pay the insurance compensation in the amount agreed and the damaged person shall have the right to challenge the decision of the MTPL insurer in court.

(2) In case of determination of the amount of insurance compensation by a court judgment, the rights of the damaged person in the accident of a vehicle owned and/or

used by an insured person from the Republic of Moldova shall be exercised against the MTPL insurer, within the limits of its obligation, according to this law.

(3) The agreement concluded between the damaged person and the MTPL insurer shall be full, unconditional, final and shall extinguish all claims arising out of the damages which existed or could have been known at the date of conclusion of the agreement for the damages covered thereby, unless, after the payment of compensation for bodily injury, the damaged person's state of health has worsened or the death of the damaged person has occurred as a result of the same accident.

(4) Where the vehicle accident is subject to criminal proceedings, the insurance compensation may be determined on the basis of an agreement between the damaged person and the MTPL insurer before the date of a final and irrevocable judgment, provided that there is no doubt as to fault.

(5) In the event of damage to or destruction of property, the insurance compensation shall be determined in accordance with this law, taking into account the claims made by the damaged person, without exceeding the difference between the value of such property at the time of the accident and the value remaining and the maximum limit of insurance compensation provided for by this law.

(6) The amount of insurance compensation shall include the following expenses incurred by the damaged person for:

- a) damage mitigation actions;
- b) transportation of the goods to the place of repair or to parking or storage;
- c) insured case and civil lawsuit;
- d) technical expertise carried out at the request of the insured person, in accordance

with Article 22 paragraph (5).

(7) The expenses listed in paragraph (6) shall be reimbursed only on presentation of supporting documents.

(8) If, in the case of damage to or destruction of property, the competent public authorities have not established decisive elements as to the causes and circumstances of the vehicle accident or the damage caused, these elements may be proved by the interested parties, using any method provided for by law.

(9) If, at the date of the vehicle accident, the damaged person has in force a contract of property insurance in respect of property damaged or destroyed by the vehicle accident, he/she may choose to be compensated under that contract or under the contract of compulsory MTPL insurance.

(10) If the damaged person applies to the insurer with which he/she has concluded a property insurance contract in order to recover damages, the ascertainment of the circumstances of the vehicle accident, the technical solutions adopted, the assessment and determination of insurance compensation shall be opposable to the MTPL insurer of the person at fault who holds a compulsory MTPL insurance contract, within the limits of the provisions of this law, if the property insurer has complied with the procedure for inviting the MTPL insurer of the person at fault, provided for in paragraph (11).

(11) The insurer who has concluded a property insurance contract with the damaged person shall be obliged to invite the person at fault and his/her MTPL insurer to the damage ascertainment process, proving the invitation by a supporting document. The non-attendance of the MTPL insurer of the person at fault at the date and place set shall not prevent the property insurer from ascertaining and assessing the damage which shall be enforceable against the MTPL insurer absent from the ascertainment process, within the limits of the provisions of this law.

(12) In order to comply with the provisions of paragraph (11), the insurer with which the damaged person has concluded a property insurance contract shall recover from the MTPL insurer of the person at fault the insurance compensation paid to the damaged person, within the limits established by this law, for the same vehicle accident.

Article 25. Determination of insurance compensation in the event of damage to or destruction of the vehicle

(1) Insurance compensation for damage or destruction of the vehicle may not exceed:

- a) the amount of actual damage incurred;
- b) the difference between the value of the vehicle on the date of the accident and the value remaining;
- c) the limit of the insurance compensation provided for by this law.

(2) In case of total damage, the values referred to in paragraph (1) letter b) shall be determined by the MTPL insurer through its own staff or through outsourced services performed by a registered entity authorized to perform motor vehicle and vehicle technical expertise. The damaged person may choose to have the vehicle repaired up to the value determined in accordance with paragraph (1) letter b), if the technical requirements allow the vehicle to be repaired, or may choose to have the case settled as total damage by payment of the difference between the value of the vehicle and the value remaining.

(3) In the case of partial damage, the value of the actual damage sustained by the vehicle shall be equal to the cost of repairing the damaged components or parts or, if necessary, the cost of replacing them, including the cost of materials, dismantling and reassembly for the necessary repairs and/or replacement.

(4) Component parts or parts in need of replacement are those whose repair or use is no longer technically possible due to a high degree of damage, or those whose repair is possible but the cost of repair, including the cost of materials, dismantling and assembly, exceeds the new value of the component part or part.

(5) The cost of repairing the vehicle shall be established on the basis of the documents issued by the repair unit accepted by the parties.

(6) Full repainting of the vehicle shall be considered necessary when at least 50% of the total external surface of the vehicle is damaged.

(7) The prices of materials, component parts and replacement parts shall be those charged by the repair units.

(8) If the components, parts or materials necessary for the repair of the vehicle are purchased in foreign currency, their cost shall be equal to the purchase cost stipulated in the submitted cost documents, including transportation costs, customs duties and the related value added tax, equivalent in MDL at the official exchange rate of Moldovan Leu, valid on the date of payment of the invoice. In such cases, the cost of component parts, parts or materials (provided they are sold in the Republic of Moldova) shall not exceed the selling price charged by the repairing units in the Republic of Moldova.

(9) If for some parts of the vehicle there are no prices charged by the repair units, their new value shall be established on the basis of the prices in the spare parts catalogs or, in their absence, by analogy with the prices of parts of similar vehicles.

(10) In the process of assessing the damage, when it is necessary to replace damaged parts and components, in case of payment of the insurance compensation by transfer to the bank account of the repair unit, the amount of the insurance compensation shall be determined by the MTPL insurer, taking into account the following:

a) for vehicles up to 3 years old from the year of production and up to 100000 km, the cost of repair of the vehicle shall be determined on the basis of documents issued by the repair unit accepted by the parties or by the repair unit indicated in the valid warranty certificate. In this case, the repair of the vehicle shall be carried out using new original parts and components;

b) for vehicles older than 3 years from the year of production and/or more than 100000 km, the cost of repair of the vehicle shall be determined on the basis of the documents issued by the repair unit accepted by the parties. In this case, new parts and

components manufactured under license (after-market parts) or original parts formerly in use which meet the technical and road safety requirements and are available on the domestic market shall be used for the repair of the vehicle. If new parts and components manufactured under license or new original after market parts are not available on the domestic market, the actual damage incurred for the vehicles will be determined according to the price of the new original parts and components. If the parties do not reach agreement on the repair unit, the insurance compensation shall be determined in accordance with paragraphs (12)–(14).

(11) For the purposes referred to in paragraph (10), a whole number of years calculated from January 1 of the year of production of the vehicle until the date of the occurrence of the insured event shall be taken into account for the calculation of the age of the vehicle.

(12) The MTPL insurers shall determine the cost of repair of vehicles, materials, component parts and replacement parts exclusively, with the application of automated computerized rating systems in the motor sector, which meet the requirements set out in the normative acts of the National Commission for Financial Markets.

(13) In case of disagreement of the damaged person on the amount of the insurance compensation established in accordance with paragraphs (10) and (12), unless the repair has already been carried out by the repair unit, the cost of repair of vehicles, materials, components and replacement parts shall be determined by the MTPL insurer, taking into account the automated computerized motor vehicle assessment systems that meet the requirements set out in the normative acts of the National Commission for Financial Markets. The amount of the hourly labour rate shall be established by the normative act of the National Commission for Financial Markets, under the conditions applicable to the Republic of Moldova. Transportation costs, customs duties and value added tax shall not be applied when determining the value of the repair, in accordance with this paragraph.

(14) The acts of assessment of the insurance compensation, drawn up without complying with the provisions of this Article, may not serve as a basis for the payment of insurance compensation.

(15) Any judicial or extra-judicial expert appraisal for the purpose of determining the insurance compensation shall be carried out in accordance with the provisions of this law.

[Art.25 amended by Law No.175 of 30.06.2023, in force as of 03.07.2023]

Article 26. Determination of insurance compensation in the event of personal injury and/or death

(1) In the case of bodily injury, the insurance indemnity for loss of income shall include:

a) the difference between the average monthly net salary of the damaged person, established in accordance with the legislation on the calculation of the average salary, and the allowance received from the state social insurance budget for the period of temporary incapacity for work, proven by supporting documents from the competent institutions - for employed persons;

b) the average monthly net income declared to the competent institutions and supported by documentary evidence, for the last 12 months, from activities carried out by the person damaged during the period of temporary incapacity for work, but which shall not be less than the amount of the minimum consumption basket - for persons who are not employees;

c) an indemnity equal to the amount of the minimum consumption basket for the period of temporary incapacity for work, determined according to the declarations submitted to the competent institutions and supported by documentary evidence - for persons who, at the time of the insured event, do not meet any of the requirements set out in letter a) and b).

(2) In case of bodily injuries, any expenses arising from the accident, including the costs of transportation of the injured person, treatment, prosthetics, hospitalization, recovery, care, special food as prescribed by medical practitioners, proven by supporting documents, which are not covered by compulsory health insurance funds, according to the legislation, shall also be compensated. The above-mentioned expenses shall be established on the basis of the prices charged by the institutions in the Republic of Moldova, according to the documents issued by them or, in cases where none of the institutions in question provides the nominated services, according to the supporting documents issued by foreign institutions.

(3) In the case of disability as a result of bodily injury, the insurance indemnity shall include the difference between the average monthly net income determined in accordance with paragraph (1) and the disability pension during the period of disability, within the limits of the provisions of this law.

(4) In the event of the death of the damaged person, the insurance indemnity shall be established by agreement between the successors and the MTPL insurer and shall include:

a) the average monthly net income, determined in accordance with paragraph (1), minus the indemnities received from the state social insurance budget for persons who were dependants of the deceased and who were entitled to a maintenance pension from him/her;

b) funeral expenses - in the amount of 4 average monthly salaries per economy, established on the date of the accident.

(5) In the case of bodily injury or death caused by a vehicle accident, the damaged person, as the case may be, his/her successors may claim moral damages within the limit provided for by this law.

Article 27. Determination of insurance compensation in the event of injury or death of animals

(1) The amount of insurance compensation for the injury or death of animals in a vehicle accident shall be determined on the basis of the local market price of the animals on the date of the accident. The costs of treatment of the animals shall be reimbursed by the MTPL insurer on the basis of supporting documents submitted by their owner.

(2) The damaged person shall present the certificate from the competent authority confirming ownership of the injured or dead animals.

(3) In the calculation of the insurance compensation, in the case of injured animals which are to be slaughtered and the meat of which may be rendered fit for slaughter, the cost of the rendered meat shall be taken into account.

Article 28. Determination of insurance compensation in the event of damage to or destruction of other property

(1) The insurance compensation for damage or destruction of property caused by a vehicle accident, other than those referred to in Articles 25 and 27, shall be determined according to:

a) damage - the cost of repair, within the limits of liability provided for in Article 13 paragraph (1) letter a);

b) total damage - market value minus the cost of remaining materials.

(2) The technical documents (repair costs and other expenses) submitted by the damaged person shall be taken into account in determining the insurance compensation after verification by the MTPL insurer.

Article 29. Payment of insurance compensation

(1) The MTPL insurer shall be obliged to pay the insurance compensation within 10 working days from the date of issuing the decision on the settlement of the claim and to accept the damaged person's claim for the manner of payment of the insurance compensation, which may be:

- a) in cash;
- b) by bank transfer;
- c) by transfer to the bank account of the repair unit that carried out or will carry out the repair.

(2) The request for objections regarding the amount of insurance compensation shall be submitted to the MTPL insurer within 5 days from the finalization of the claims file, and the MTPL insurer shall decide on the request within 5 working days from the date of notification.

(3) If the damaged person does not agree with the decision of the MTPL insurer on the amount of the insurance compensation, the insurer shall nevertheless pay the insurance compensation in the amount of the insurance compensation and the damaged person shall have the right to challenge the decision of the MTPL insurer in court.

(4) Insurance compensation may not be pursued by the creditors of the insured person or the damaged person.

(5) The insurance compensation shall be paid by the MTPL insurer directly to the damaged natural or legal person, if the latter has not been compensated by the insured person, or to the repair unit, unless otherwise agreed between the damaged person and the insurer.

(6) The insurance compensation shall be paid to the insured persons, in full or in part, if they prove that they have compensated the damaged persons in accordance with the provisions of this law and that the insurance compensation is not to be recovered in accordance with Article 30.

(7) Where the rights of the damaged person have been subrogated to the rights of the insurer of the optional insurance, any difference in compensation between the optional insurance and the compulsory MTPL insurance shall remain on the account of the optional insurance without being recovered from the insured person, if the insurance compensation paid from the optional insurance does not exceed the maximum limit of compensation that may be awarded by the MTPL insurer for the damage caused in the same vehicle accident, in accordance with the law.

Article 30. Recourse of the MTPL insurer

(1) The MTPL insurer who has paid the insurance indemnity shall be entitled to bring a recourse action within the limits of this amount if:

- a) the obligation to conclude a compulsory MTPL insurance contract has not been fulfilled, in accordance with Article 8 paragraphs (3) and (4);
- b) the vehicle does not have a periodical technical inspection report valid at the time of the accident;
- c) the accident was caused intentionally or occurred during the intentional commission of a criminal offense;
- d) the accident occurred during the time when the perpetrator of the offense attempted to escape from law enforcement;
- e) the vehicle was being driven in violation of the rules regarding the right to drive, as established in the Contravention Code;
- f) the driver of the vehicle left the scene of the accident contrary to the legal provisions regulating road traffic on national and local roads;
- g) the driver of the vehicle was under the influence of alcohol, drugs and/or other substances with similar effects or the driver of the vehicle refused the alcohol or

narcological test or, where appropriate, the medical examination with the collection of biological samples, except for those referred to in Article 21 paragraph (7).

(2) The MTPL insurer shall be entitled to recover from the person at fault for the vehicle accident and/or from the damaged person the expenses incurred in connection with the handling of the claims file opened on the basis of the unfounded claim for compensation.

Article 31. Direct settlement between MTPL insurers

(1) MTPL insurers may, on a voluntary basis, offer direct settlement to policyholders. Direct settlement between MTPL insurers is applicable upon the cumulative fulfillment of the following conditions:

- a) vehicle accidents occur on the territory of the Republic of Moldova;
- b) the vehicles involved in the accident are registered in the Republic of Moldova;
- c) the damage is caused exclusively to vehicles;
- d) both vehicles involved in the accident have compulsory MTPL insurance valid at the date of the insured case;
- e) damage excludes bodily injury, death and non-material damage;
- f) the MTPL insurers have one of the automated computerized rating information systems in the motor sector that meet the requirements set out in the normative acts of the National Commission for Financial Markets.

(2) The direct settlement procedure shall be established by the normative acts of the National Commission for Financial Markets.

(3) The direct settlement shall be without prejudice to the right of the person damaged in the vehicle accident, whose owner and/or user has fulfilled the obligation of compulsory MTPL insurance, to institute proceedings for the recovery of compensation against the MTPL insurer of the person at fault for the vehicle accident.

(4) If the damaged person applies to the MTPL insurer with which he/she has concluded a compulsory MTPL insurance contract in order to recover compensation, the ascertainment of the circumstances of the vehicle accident, the technical solutions adopted, the assessment and the determination of the insurance compensation shall be opposable to the MTPL insurer of the person at fault who holds a compulsory MTPL insurance contract, within the limits of the provisions of this law, if the MTPL insurer of the damaged person has complied with the procedure of inviting the MTPL insurer of the person at fault provided for in paragraph (5).

(5) The MTPL insurer of the damaged person shall be obliged to invite the person at fault and his/her MTPL insurer to the damage ascertainment process, proving the invitation by a supporting document. The non-attendance of the at-fault person's MTPL insurer at the date and place set shall not prevent the MTPL insurer of the damaged person from ascertaining and assessing the damage which shall be enforceable against the MTPL insurer absent from the ascertainment process, within the limits of the provisions of this law.

(6) For compliance with the provisions of paragraph (5), the MTPL insurer of the damaged person shall recover from the MTPL insurer of the person at fault the insurance compensation paid to the damaged person, within the limits established by this law for the same vehicle accident.

[Art.31 amended by Law No.175 of 30.06.2023, in force as of 03.07.2023]

**Chapter III
NATIONAL BUREAU OF MOTOR INSURERS**

**Section 1
Organization and functioning of the National**

Bureau of Motor Insurers

Article 32. Organization of the NBMI

(1) The NBMI is a professional, non-commercial, independent and autonomous association, based on the principle of compulsory membership of all insurance companies, which, under the conditions of the law, are entitled to conduct compulsory MTPL insurance activity in the Republic of Moldova.

(2) The NBMI has the representative powers and fulfill the prerogatives and duties of a national bureau in the Council of Bureaux, as well as its membership.

(3) The NBMI carries out its activity on the basis of its Statute, this law, the regulations of the Council of Bureaux, the normative acts of the National Bank of Moldova and other normative acts.

(4) The Statute of the NBMI and its amendments shall be approved by the General Assembly of the members of the NBMI and shall be registered in the manner established by the legislation, with the prior approval of the National Bank of Moldova.

(5) The activity, assets and duties of the NBMI, the Street Victims Protection Fund and the Compensation Fund shall be subject to supervision by the National Bank of Moldova in accordance with the legislation.

[Art.32 amended by Law No.175 of 30.06.2023, in force as of 03.07.2023]

Article 33. Tasks of the NBMI

(1) The NBMI shall fulfill the following basic tasks:

a) to monitor the activity of its members in exercising their rights and complying with the obligations related to compulsory external MTPL insurance;

b) to manage and use the financial means of the Street Victims Protection Fund and the Compensation Fund established under this law;

c) to investigate and settle, directly or through its correspondents or agents, the claims for compensation for damages caused on the territory of the Republic of Moldova by accidents involving vehicles registered in the Member States of the "Green Card" International Insurance System, under the conditions and limits of liability provided for by this law, in compliance with the procedures set out in the General Regulation of the Council of Bureaux;

d) to fulfill the functions assigned to it as a member of the Council of Bureaux, the commitments arising from agreements with the national bureaux of third states and other functions as required by the normative acts governing the "Green Card" International Insurance System;

e) to represent the Republic of Moldova in external relations within the Council of Bureaux;

f) to represent directly or through designated intermediaries the interests of the national bureaux of the Member States of the "Green Card" International Insurance System, as well as of the insurance companies, members of the national bureaux, before the national authorities and organizations, including the courts of the Republic of Moldova;

g) to ensure the membership of the Republic of Moldova in the "Green Card" International Insurance System and the fulfilment of the generally recognized obligations towards the authorized organizations of the member countries of this system;

h) to use jointly with the National Bank of Moldova the State Automated Information System in the field of compulsory MTPL insurance;

i) to establish and apply sanctions, with the exception of suspension or termination of membership, for failure to comply with the provisions of the Statute and/or the provisions of the General Regulation of the Council of Bureaux;

j) to apply to its members penalties of 12% per annum, calculated on the amount owed by the member, from the date of the call of the NBMI in guarantee until the date of

actual payment by the member of the amount due. The penalties applied shall be paid into the NBMI's budget;

k) to print and issue to the MTPL insurers licensed to conduct compulsory external MTPL insurance activity "Green Card" insurance certificate forms within 30 days from the date of payment by the MTPL insurer of the cost of these forms or authorize its members to print them;

l) to conclude cooperation agreements on the exchange of information with public authorities and other institutions in order to fulfill the legal provisions;

m) to exercise other tasks established by the present law and its Statute.

(2) The task of the NBMI referred to in paragraph (1) letter k) shall expire from the date from which the MTPL insurers licensed to conduct compulsory external MTPL insurance are authorized to issue "Green Card" insurance certificates in electronic format, according to the model approved by the Council of Bureaux. "Green Card" insurance certificates issued under the conditions of paragraph (1) letter k) shall be valid until the expiry of the period of insurance cover.

(3) For the purpose of supervision, the NBMI shall:

a) systematically inform the National Bank of Moldova about the non-compliance with obligations by its members, their fraudulent practices, sanctions applied to members, as well as complaints and referrals received from other national bureaux;

b) prepare and submit to the National Bank of Moldova, within 4 months from the end of the management period, the annual activity report and the auditor's report issued by an audit entity that is part of an international network registered in the Public Register of Audit Entities, in the manner prescribed by the audit legislation, with their publication on its official website.

[Art.33 amended by Law No.175 of 30.06.2023, in force as of 03.07.2023]

Article 34. Management of the NBMI

(1) The governing bodies of the NBMI are:

- a) the General Assembly of Members;
- b) the Supervisory Board, headed by a Chairperson;
- c) the Executive Director.

(2) The structure of the governing bodies of the NBMI, their competence, the procedure for convening and holding meetings and adopting decisions shall be laid down in the NBMI's Statute.

(3) The General Assembly of Members shall have the following exclusive powers:

- a) to approve the Statute and amendments to the Statute;
- b) to elect and dismiss the Executive Director, the members of the Supervisory Board and determine its numerical composition and term of office;
- c) to confirm the audit entity and set the audit fee;
- d) to approve and amend the annual estimate of income and expenditure, the annual report and the financial statements of the NBMI;
- e) to decide on the reorganization or voluntary liquidation of the NBMI;
- f) to decide on other matters falling within its competence as laid down in the Statute.

(4) The General Assembly of Members shall adopt decisions by a simple majority vote of the members of the NBMI present at the meeting. The General Assembly of Members is deliberative if at least 2/3 of the members entitled to vote are registered and attend the meeting.

(5) By way of derogation from the provisions of paragraph (4), the decisions of the General Assembly of Members concerning aspects of compulsory external MTPL insurance, as well as those concerning the competences set out in paragraph (3) letters a), b) and d) shall be adopted exclusively by a simple majority vote of the MTPL insurers licensed to conduct compulsory external MTPL insurance activity, present at the meeting.

(6) The Supervisory Board shall represent the interests of the members of the NBMI between general meetings of the members and within the limits of its powers and shall exercise general direction and control over the NBMI's activity. The Supervisory Board shall be subordinate to the General Assembly of Members and shall have the following tasks:

- a) to decide to convene general meetings, where appropriate;
- b) to develop and establish the strategy of the NBMI's activity;
- c) to examine, approve and submit to the General Assembly of Members the annual activity report of the NBMI;
- d) to approve the internal rules of operation, the organization chart and the staffing under the subordination of the Executive Director of the NBMI;
- e) to supervise the NBMI's cooperation with central and local public administration authorities;
- f) to decide on other matters falling within its competence, as provided for in the NBMI's Statute, as well as matters adopted by the General Assembly of Members.

(7) The procedure for the election of the members of the Supervisory Board and for taking decisions shall be laid down in the NBMI's Statute and in its operating regulation.

(8) The members of the Supervisory Board shall be delegated by the members of the NBMI and shall not have the right to delegate or pass on their duties to other persons.

(9) The Executive Director shall represent the NBMI in its relations with the Council of Bureaux and with the national bureaux of the Member States of the "Green Card" International Insurance System, having the following exclusive duties:

- a) to organize the activity of the NBMI and take the necessary decisions to ensure the performance of its activities;
- b) to manage the existing funds within the NBMI;
- c) to organize and manage the economic-operational activity of the NBMI;
- d) to issue opinions and proposals to the Supervisory Board and the General Assembly of Members on matters falling within its competence;
- e) to notify, in writing, the National Bank of Moldova of the transmission of relevant data/information related to the audit entity confirmed by the General Assembly of Members;
- f) to monitor on a permanent basis, with written notification to the Supervisory Board, the fulfillment by the holder members of their financial obligations under the "Green Card" International Insurance System;
- g) to decide other matters falling within the competence of the Executive Director as laid down in the Statute.

(10) The issuance of "Green Card" insurance certificates forms to the MTPL insurers licensed to conduct compulsory external MTPL insurance activity, in case they are not authorized to print them, shall be under the exclusive competence of the Executive Director. Such competence shall be valid until the date and in the situation specified in Article 33 paragraph (2).

(11) The appointment of the Executive Director of the NBMI shall be approved in advance by the National Bank of Moldova. The Executive Director shall comply with the requirements established for persons in managerial positions by the legislation on insurance or reinsurance activity and by the normative acts of the National Bank of Moldova and shall not be entitled to transfer his/her responsibilities to other persons.

(12) If the Executive Director is unable to perform his/her duties due to objective circumstances, evidenced by supporting documents, his/her duties shall be temporarily exercised by a person appointed for this purpose by the General Assembly of Members and approved in advance by the National Bank of Moldova, who shall comply with the requirements set for persons in managerial positions by the legislation on insurance or reinsurance activity and the normative acts of the National Bank of Moldova.

(13) The National Bank of Moldova shall have the right to withdraw the opinion and/or to recommend to the General Assembly of Members the replacement of the person holding the position of Executive Director if the holder of the position:

a) does not meet the requirements set out in the normative acts of the National Bank of Moldova;

b) has been appointed on the basis of inaccurate or incomplete information;

c) has committed violations of the internal and/or international regulatory framework related to the activity of the NBMI, which led to significant risks and affected its financial soundness.

(14) The General Assembly of Members shall notify the National Bank of Moldova of the change/termination of the employment relationship with the Executive Director, stating the reasons, within 5 days from the date of termination of the Executive Director's duties.

(15) In the case referred to in paragraph (14), the General Assembly of Members shall appoint a new Executive Director as soon as possible, but no later than one month after the former Executive Director ceases to hold office.

(16) Other powers of the governing bodies of the NBMI are regulated by the NBMI's Statute and other internal acts, approved in accordance with the legislation.

[Art.34 amended by Law No.175 of 30.06.2023, in force as of 03.07.2023]

Article 35. Membership of the NBMI

(1) The membership of the NBMI shall be obtained by the MTPL insurer from the moment it is licensed to conduct compulsory internal MTPL insurance or for compulsory internal and external MTPL insurance.

(2) The suspension or withdrawal of the license to conduct the compulsory MTPL insurance activity entails the suspension or withdrawal of membership of the NBMI.

(3) The National Bank of Moldova shall inform the NBMI and the National Commission for Financial Markets about the issuance, suspension or withdrawal of the license for carrying out the activity of compulsory internal MTPL insurance or for compulsory internal and external MTPL insurance within 3 working days from the date of adoption of the decision.

(4) The insurer that is a member of the NBMI has the right to deliberative vote in the General Assembly of Members.

(5) The members of the NBMI, which are licensed to conduct compulsory internal and external MTPL insurance activity, shall be jointly and severally liable for the past, present and future obligations of the NBMI, assumed within the framework of the "Green Card" International Insurance System.

(6) The members of the NBMI, who are licensed to conduct compulsory internal and external MTPL insurance activity, shall conduct their activity in accordance with the rules established by the internal regulations of the Council of Bureaux and for the purpose of maintaining the NBMI within the "Green Card" International Insurance System.

(7) The National Bank of Moldova may suspend or withdraw the license for carrying out the activity of compulsory external MTPL insurance by the National Bank of Moldova on the basis of the decision of the governing body of the NBMI on the application of sanctions in the following cases:

a) the NBMI receives 3 or more justified requests for a guarantee call within a period of 3 months for the same member;

b) the insurer owes payments and contributions resulting from its membership of the NBMI, including for the payment of the reinsurance premium, and fails to meet its financial obligations to the NBMI within 90 days of receipt of appropriate notification from the NBMI.

(Art.35 paragraphs (3),(7) amended by Law No.175 of 30.06.2023, in force as of 03.07.2023)

Article 36. Assets of the NBMI

(1) The assets of the NBMI consists of:

- a) the registration fees and annual membership fees, as set out in the budget of the NBMI;
- b) the monthly contributions to the Street Victims Protection Fund and interest on the assets in this fund;
- c) the monthly contributions to the Compensation Fund and interest thereon;
- d) the income from the activity of claims settlement;
- e) other legal sources of income.

(2) The annual membership fee shall be the share of the MTPL insurer in the NBMI's income planned from such fees and is determined as a percentage share of the planned income. The percentage share shall be equal to the percentage share of the gross premiums of compulsory MTPL insurance written by insurers in the total volume of gross premiums of MTPL insurance written by all insurers licensed to issue MTPL insurance policies for the current reporting period. The annual membership fee shall be determined for compulsory internal and external MTPL insurance separately and shall be payable quarterly by the 25th day of the month following the reporting quarter.

(3) The membership fee is the amount of financial means that the potential member pays to the NBMI. The size of the registration fee is set in the Statute of the NBMI and may not exceed MDL 5,000.

(4) The expenses related to the fulfillment of the prerogatives and duties of the NBMI in the Council of Bureaux shall be covered by the part of the annual membership fee, established for MTPL insurers licensed to conduct compulsory external MTPL insurance activity.

(5) Monthly contributions to the Street Victims Protection Fund and to the Compensation Fund shall become the property of the NBMI and shall not be returned in case of cancellation or termination of its membership.

Article 37. External financial guarantee

(1) The external financial guarantee shall be constituted by the NBMI on the recommendation, in the established amount and in favor of the Council of Bureaux, to cover the unpaid damages by the MTPL insurers, on the basis of compulsory external MTPL insurance contracts concluded and arising from their own risk retentions.

(2) The contribution of the MTPL insurer to the external financial guarantee shall be calculated as the ratio between the size of the guarantee and the number of MTPL insurers licensed to conduct compulsory internal and external MTPL insurance activity.

(3) The MTPL insurer's financial share of the external financial guarantee shall not be recognized as an eligible asset covering their technical reserves, minimum capital requirements and solvency margin, being an encumbered asset.

(4) In case the MTPL insurer obtains the license to conduct compulsory internal and external MTPL insurance activity during the period when the requirement to maintain the external financial guarantee is in force, the NBMI shall recalculate the contributions to the external financial guarantee and shall return, within 30 days from the date of adoption of the decision of the National Bank of Moldova on the issuance of the license, the surplus created by the entry of the contribution of the newly licensed MTPL insurer to the MTPL insurers licensed at the time of recalculation.

(5) In the event of withdrawal of the license of the MTPL insurer for the conduct of compulsory internal and external MTPL insurance activity during the period when the requirement to maintain the external financial guarantee is in force, the NBMI shall recalculate the contributions to the external financial guarantee, and MTPL insurers licensed at the time of recalculation shall be obliged to make up the shortfall within 30

days from the date of entry into force of the decision of the National Bank of Moldova on the withdrawal of the license.

(6) In the case referred to in paragraph (5) of this Article, the contribution of the MTPL insurer to the external financial guarantee and the related interest shall be transformed into an additional contribution of the MTPL insurer to the Compensation Fund, subject to the provisions of Article 40 paragraph (2) letter b).

[Art.37 amended by Law No.175 of 30.06.2023, in force as of 03.07.2023]

Section 2

Powers of the National Bureau of Motor Insurers

Article 38. Powers of the NBMI as an insurance compensation paying body

(1) The basic objective of the NBMI is to ensure the protection of the interests of persons damaged in motor vehicle accidents and to promote the stability and development of compulsory MTPL insurance.

(2) In order to achieve this objective, the NBMI shall guarantee the insurance compensation to the damaged persons:

a) on the territory of the Member States of the "Green Card" International Insurance System, for damages caused by accidents involving vehicles registered in the Republic of Moldova, if the insured holds a "Green Card" insurance certificate issued in the name of a MTPL insurer, member of the NBMI;

b) on the territory of the Republic of Moldova, for damages caused by accidents involving vehicles registered in the Member States of the "Green Card" International Insurance System, whose owners and/or users hold a "Green Card" insurance certificate issued by an insurer member of the national bureau of the country of residence, under the conditions and within the limits set by this law, with subsequent recovery of the expenses incurred from the account of the MTPL insurer of the person at fault;

c) on the territory of the Republic of Moldova, for damages caused to damaged persons in accidents caused by vehicles whose owners and/or users have not concluded compulsory MTPL insurance contracts or by unidentified vehicles and/or drivers, by vehicles which are not registered or have not been subject to registration on the territory of the Republic of Moldova, as well as by vehicles obtained illegally and not covered by MTPL insurance.

(3) The NBMI, as the body paying insurance compensation, shall use the financial means of the Street Victims Protection Fund and the Compensation Fund in accordance with the provisions of this law and the normative acts of the National Bank of Moldova.

(4) No person under public or private law who has in any way compensated the damaged persons or provided them with services in connection with the damage suffered shall be entitled to claim from the NBMI the recovery of the expenses incurred.

(5) The NBMI may not pay insurance compensation for damages caused by a single accident, exceeding the limits of liability of the MTPL insurer, provided for by the legislation at the time of the accident in the Republic of Moldova or by the legislation of other States on whose territory the accident occurred, from which will be deducted, where appropriate, the excess provided by law.

[Art.38 amended by Law No.175 of 30.06.2023, in force as of 03.07.2023]

Article 39. Street Victims Protection Fund

(1) The Street Victims Protection Fund shall be established in order to protect the persons damaged in accidents caused by vehicles whose owners and/or users have not concluded compulsory MTPL insurance contracts, by unidentified vehicles and/or drivers, by vehicles that are not registered or have not been subject to registration on the territory of the Republic of Moldova and/or by vehicles obtained illegally and not covered by MTPL insurance.

(2) The MTPL insurers licensed to conduct compulsory MTPL insurance activity shall be obliged to contribute to the fund referred to in paragraph (1), in proportion to the volume of insurance premiums collected for this class of insurance, in accordance with the normative acts of the National Bank of Moldova. The amount of the contributions of MTPL insurers to this fund shall be established by the normative acts of the National Bank of Moldova.

(3) The Street Victims Protection Fund is intended for the payment of insurance compensation under the following conditions:

a) if the vehicle and/or the driver of the vehicle have been identified, but did not fulfill the obligation to conclude a compulsory MTPL insurance contract and/or the vehicles are not registered or have not been subject to registration on the territory of the Republic of Moldova, the insurance compensation shall be paid for the destruction of property and bodily injury or death;

b) if the vehicle and/or the driver of the vehicle remained unidentified, the insurance compensation shall be paid only for bodily injury or death, and if such vehicle accident caused death or bodily injury leading to the establishment of disability, then an insurance compensation shall be paid also for material damage to the injured person with the equivalent in MDL of the amount exceeding EUR 200, at the official exchange rate of the Moldovan Leu, communicated by the National Bank of Moldova on the date of the accident. An accident caused by a vehicle which has remained unidentified is an accident in which the vehicle has collided directly with the damaged person or with the property damaged by him, after which the vehicle has left the scene of the accident;

c) if the vehicle was obtained illegally and does not have compulsory MTPL insurance, the insurance indemnity shall be paid for bodily injury or death, and for property damage to the person with the equivalent in MDL of the amount exceeding EUR 100, at the official exchange rate of the Moldovan Leu, communicated by the National Bank of Moldova on the date of the accident;

d) if the accident takes place during the period of suspension of the compulsory MTPL insurance contract, the insurance compensation shall be paid for the destruction of property and bodily injury or death, regardless of the person who caused it.

(4) The financial means of the Street Victims Protection Fund shall be managed and used by the NBMI in accordance with the normative acts of the National Bank of Moldova and internal acts issued in this respect. The expenses for the establishment, management and use of the means of the said Fund shall be covered from its available funds.

(5) The insurance compensation paid from the Street Victims Protection Fund shall not exceed the limits of liability set out in Article 13.

(6) The NBMI is obliged to keep separate records of contributions to the Street Victims Protection Fund and its expenditures, to keep its liquid assets in interest-bearing financial instruments with banks, in money market instruments or in government securities.

(7) In case of a deficit of the Street Victims Protection Fund, the National Bank of Moldova may increase during the year, in order to cover the obligations of the Fund, the contribution established by its normative acts.

(8) In order to recover the sums spent from the Street Victims Protection Fund, the NBMI may, within the limits of the insurance compensation paid and the expenses for the handling of the claims file, file a recourse action against the persons at fault for the damage caused in an accident.

[Art.39 amended by Law No.175 of 30.06.2023, in force as of 03.07.2023]

Article 40. Compensation Fund

(1) The NBMI shall manage and use, in strict compliance with the General Regulation of the Council of Bureaux, the financial means of the Compensation Fund established to guarantee:

a) the reimbursement to the national bureaux, insurers or correspondents abroad of the amounts paid by them as insurance compensation for damages caused by holders of "Green Card" insurance certificates;

b) the recovery of damages caused by holders of false or unauthorized "Green Card" insurance certificates;

c) the payment of the amounts due to damaged persons in the Republic of Moldova to compensate for damages caused by holders of "Green Card" insurance certificates issued by foreign insurers.

(2) The Compensation Fund shall have as financial means the contributions of the MTPL insurers licensed to conduct compulsory external MTPL insurance activity, namely:

a) the initial contribution, by way of guarantee, in case of non-payment, within the established deadline, by the MTPL insurer whose license has been suspended or withdrawn or which is under financial resolution/remedial procedure of the obligations regarding the payment of the compulsory external MTPL insurance compensation or in case of non-payment of the payments resulting from its membership in the NBMI. The balance of the initial contribution, with related interest, shall be returned to the MTPL insurer within 30 days from the entry into force of the decision of the National Bank of Moldova on the transfer of the portfolio with all compensation obligations or within 7 years from the date of license withdrawal, but not before the total liquidation of the damages and the fulfillment of all payment obligations arising from previous sales of "Green Card" insurance certificates;

b) the additional contribution, by way of guarantee, constituted in accordance with Article 37 paragraph (6), for the case referred to in letter a). The balance of the additional contribution, with related interest, shall be repaid to the MTPL insurer within 30 days of the decision of the governing bodies of the Council of Bureaux on the revocation or suspension of the external financial guarantee requirement becoming enforceable for the NBMI, as well as in the cases referred to in letter a) of this paragraph;

c) the monthly contribution, intended for achieving the objectives of the Compensation Fund, in accordance with paragraph (1);

d) the special contribution received from the MTPL insurers in the form of a loan, according to the current needs of the Compensation Fund.

(3) The source of coverage of the contributions referred to in paragraph (2), the amount and term of their payment, the manner of management, use and distribution of the financial means of the Compensation Fund shall be established by the normative acts of the National Bank of Moldova.

(4) If the NBMI uses financial means of the Compensation Fund for the purpose referred to in paragraph (1) letter a), the MTPL insurers on whose behalf these means have been used shall be obliged to fully compensate these expenses.

(5) The NBMI is obliged to keep a record of the funds received, divided by types of contributions, and of the expenses of the Compensation Fund, as well as to invest the funds available in interest-bearing financial instruments with banks, in money market instruments or in government securities.

[Art.40 amended by Law No.175 of 30.06.2023, in force as of 03.07.2023]

Article 41. Powers of the NBMI to provide information

(1) In order to provide information on accidents, the NBMI has the following powers:

a) to provide the information and documents requested by the national bureaux, insurers or foreign correspondents regarding the insured persons, the MTPL insurers, the "Green Card" insurance certificates (such as the existence of an insurance contract for a

particular vehicle indicated on a particular date, confirmation of the validity of the "Green Card" insurance certificate, as the case may be), the vehicle registered in the Republic of Moldova, as well as the license plates;

b) to provide data on the claims representative or correspondent in the Republic of Moldova of the foreign MTPL insurer;

c) to provide, at the request of the damaged persons with a legitimate interest, data on the owner and/or user of the vehicle responsible for the accident, information on the vehicle registered in the Republic of Moldova, involved in a vehicle accident occurring outside its borders, information on the vehicle registered abroad, involved in a vehicle accident on the territory of the Republic of Moldova, as well as on the compulsory MTPL insurance held by them, and proof of the existence of the legitimate interest of the person making the request.

(2) The NBMI receives and/or provides the subordinate institutions of the Ministry of Internal Affairs and the Public Services Agency, the institutions responsible for organizing and coordinating the activity of registration and issuance of registration certificates and registration number plates, the data on accidents and vehicles for which compulsory MTPL insurance has been issued.

(3) The provision of personal data is made in accordance with the provisions of the personal data protection legislation, which refers to the processing and free movement of such data.

(4) The NBMI may not process personal data to which it has access for purposes other than those provided for by this law.

Chapter IV VERIFICATION OF COMPULSORY MOTOR THIRD PARTY LIABILITY INSURANCE

Article 42. Records of compulsory MTPL insurance

(1) The MTPL insurer shall keep separate daily records, in electronic form, relating to compulsory MTPL insurance and shall submit a monthly and quarterly report in the manner and within the deadlines established by the National Bank of Moldova.

(2) The MTPL insurer shall set up and keep daily, in electronic form, the register of insurance contracts concluded for compulsory MTPL insurance.

(3) The MTPL insurer shall be obliged to submit to the National Bank of Moldova and to the NBMI, in the established manner, the information on each compulsory MTPL insurance contract concluded.

[Art.42 amended by Law No.175 of 30.06.2023, in force as of 03.07.2023]

Article 43. Control of compulsory MTPL insurance

(1) Checks shall be permitted if they are non-discriminatory and are carried out as part of checks which are not exclusively aimed at verifying insurance.

(2) The subordinated institutions of the Ministry of Internal Affairs shall be vested with the function of control over the possession of compulsory MTPL insurance by vehicle owners and/or users.

(3) The subordinate institutions of the Ministry of Internal Affairs shall exercise control over:

a) possession, at the entry into the country, by the owners and/or users of vehicles registered in third countries, of international insurance documents valid in the Republic of Moldova;

b) possession, when leaving the country, by the owners and/or users of vehicles registered in the Republic of Moldova of one of the following documents:

- "Green Card" insurance certificate valid for the country of destination, issued by licensed MTPL insurers from the Republic of Moldova;

- international insurance document valid for the country of destination, issued under the guarantee of a national bureau abroad;

- other car insurance documents valid for the country of destination.

(4) Authorized technical inspection stations shall carry out periodic roadworthiness tests only for vehicles whose owners and/or users have compulsory internal MTPL insurance.

(5) The entities referred to in paragraphs (2) - (4) shall perform the control function, and the National Commission for Financial Markets - the tasks provided for by this law, by using the State Automated Information System in the field of compulsory MTPL insurance, based on information exchange agreements with the National Bank of Moldova.

(6) Proof of compulsory internal MTPL insurance shall be presented when registering the vehicle for circulation, when making changes to the vehicle registration certificate and periodic technical inspections, under the conditions of this law.

(7) Operating a vehicle on the territory of the Republic of Moldova without compulsory internal MTPL insurance or, as the case may be, without an international insurance document valid in the Republic of Moldova shall be sanctioned in accordance with the Contravention Code.

(8) The making, possession, sale or use of false or unauthorized compulsory MTPL insurance policies and "Green Card" insurance certificates and/or misleading as to the nature, substantial qualities of materials, component parts and replacement parts by the repair units reconditioning damaged vehicles constitutes a crime punishable under the Criminal Code.

[Art.43 paragraph (5) in the wording of the Law No.175 of 30.06.2023, in force as of 03.07.2023]

Chapter V

TRANSITIONAL AND FINAL PROVISIONS

Article 44. Transitional provisions

(1) The legal acts and deeds concluded or, as the case may be, committed or produced before the entry into force of this law may not generate legal effects other than those provided for by the legislation in force at the date of their conclusion or, as the case may be, of their commission or production.

(2) This law shall apply to all compulsory MTPL insurance contracts issued after the date of its entry into force and in relation to all damages for which compensation is provided under such contracts.

(3) The MTPL insurers which, at the date of publication of this law in the Official Monitor of the Republic of Moldova, are licensed to conduct compulsory MTPL insurance activity shall comply with their activity until the date of entry into force of this law.

(4) The normative acts adopted by the National Commission for Financial Markets on the basis of the Law No.414/2006 on compulsory motor third party liability insurance for motor vehicle damage, with subsequent amendments, shall continue to apply, to the extent that they do not contravene this law, until its express repeal.

(5) Until July 1, 2023, the powers of the supervisory authority for the purposes of this law shall be exercised by the National Commission for Financial Markets.

(6) Within 3 years from the date of entry into force of this law, until the implementation of automated assessment information systems in the field of motor vehicles, by derogation from the provisions of Article 25 paragraph (12), if the insurance compensation is claimed in cash or by transfer to the bank account of the damaged person, regardless of the age of the vehicle and its journey, the amount of the insurance compensation shall be established taking into account the average prices charged by at least three repair units accepted by the MTPL insurer for the workmanship and materials for the repair and/or replacement of damaged parts and components, as well as for new

parts and components manufactured under license or original parts formerly in use that are available on the domestic market. Where the component parts and new parts manufactured under license or original parts no longer in use are not available on the domestic market, the cost of repair for vehicles will be determined taking into account the automated assessment information systems in the field of motor vehicles that meet the requirements set out in the normative acts of the National Commission for Financial Markets for the prices of materials, component parts and replacement parts. The amount of the labour hour tariff shall be established by the normative act of the National Commission for Financial Markets, under the conditions applicable to the Republic of Moldova.

[Art.44 paragraphs (4), (6) amended by Law No.175 of 30.06.2023, in force as of 03.07.2023]

Article 45. Final provisions

(1) This law shall enter into force on April 1, 2023.

(2) The Government, jointly with the supervisory authority, shall, by the date of entry into force of this law, submit proposals to the Parliament for bringing the legislation in force in line with this law.

(3) The National Bank of Moldova and the National Commission for Financial Markets, within 6 months from the date of entry into force of this law, shall develop and adopt their normative acts necessary for the execution of this law.

(4) As of the date of entry into force of this law, the Law No.414/2006 on compulsory motor third party liability insurance for motor vehicle damage shall be repealed.

[Art.45 paragraph (3) in the wording of the Law No.175 of 30.06.2023, in force as of 03.07.2023]

PRESIDENT OF THE PARLIAMENT

Igor GROSU

No.106. Chisinau, April 21, 2022.