

Financial Supervisory Authority- ASF – Rule no. 20/2017 of July 27th, 2017

**Rule no. 20/2017
on motor vehicle insurance in Romania**

In force as of August 1st, 2017

Published in the Official Journal, Part I no. 624 of August 1st, 2017. No amendments were made until August 2nd, 2017.

In line with the provisions of Art. 2 par. (1) letter b), Art. 3 par. (1), letter b) and Art. 6 par. (2) of the Government Emergency Ordinance no. 93/2012 on the establishment, organization and operation of the Financial Supervisory Authority (ASF), approved as amended and supplemented by Law no. 113/2013, as subsequently amended and supplemented,

Based upon the provisions of Art. 17 par. (2) and Art. 43 par. (1) letters a)-h), j) and letters l)-n of Law no. 132/2017 on the compulsory motor civil liability insurance for damage to third parties caused by vehicle and tram accidents,

Further to the deliberations held in the meeting of the Financial Supervisory Authority's Board of 26/07/2017,

The Financial Supervisory Authority hereby issues this rule.

TITLE I

Compulsory motor civil liability insurance

CHAPTER I

General provisions

ARTICLE 1

General provisions

(1) This rule governs:

- a)** Elements of the compulsory motor civil liability insurance contract for damage to third parties caused by vehicle and tram accidents, hereinafter referred to as RCA contract, including provisions with regard to its renewal;
- b)** RCA insurance policy format;
- b)** conditions and criteria to authorize the insurer in order to conduct the business of RCA insurance;
- c)** process on the licensing, finding damages and settling claim files;
- d)** bonus- malus system and its application criteria;
- e)** form, sizes, contents and procedures with regard to the amicable accident report's drawing-up;

- f) process for licensing and registration, obligations and responsibilities of the staff in charge of damage ascertainment;
 - g) direct settlement modality;
 - h) list of documents needed to settle claims;
 - i) provisions applicable to high-risk policyholders;
 - j) risk criteria, load factors, no-claims bonus and/ or correction coefficients or other rate adjustment instruments used to calculate the premium tariff;
- (2) The minimum mandatory contractual conditions with respect to the RCA insurance are laid down by Law no. 132/2017 on the compulsory motor civil liability insurance for damage to third parties caused by vehicle and tram accidents and regulations issued by the Financial Supervisory Authority for its enforcement.

ARTICLE 2

Definitions and acronyms

- (1) For the purpose of this Rule, the following terms/ expressions shall have the meanings assigned to them in Law no. 237/2015 on the authorization and supervision of the business of insurance and reinsurance, as subsequently amended and supplemented and in Law no. 132/2017, as well as the following meanings:
- a) Damage ascertainment activity – independent activity, outsourced or conducted by an insurer using damage appraisal specialists whose duties, among others, as regards damage to property, are to identify the damaged elements in consequence of risks covered by the RCA contract, to propose initial technical solutions in order to return to the original condition, before the event occurred and initial damage assessment;
 - b) Activity of damage settlement – activity set up by an insurer, performed via damage settlement specialists whose duties are to check the compensation amount assessment, as per statutory provisions and to determine entitlement to compensation;
 - c) Damage – material injury resulting from motor vehicles damage or other goods belonging to the injured party, as well as injuries in consequence of bodily injury or death;
 - d) Issuance via electronic system – RCA contract's underwriting at the same time with instantaneous registration and storing in the RCA insurer's information system of data and information comprised by the RCA contract;
 - e) Wreck – damaged vehicle classified as total loss;
 - f) Damage investigation service – department set up by an RCA insurer with duties of damage appraisal and settlement within the RCA insurer or outsourced in whole or in part in accordance with the statutory provisions;

- g)** Motor vehicle owner/ co-owner – natural person or legal entity listed on the vehicle identification documents or on other documentary evidence of the property right;
- h)** Specialized assessment systems – information technology application based on a data, methods and calculation algorithms set used as support in determining the motor vehicles' repair costs and damaged goods, as well as /or determining their market value on the event date;
- i)** Damage appraisal specialist –A.S.F. authorized staff, independent, professional with damage appraisal duties within the investigation department;
- j)** Claim settlement specialist – specialized claims inspector within the insurer's undertaking;

(2) For the purpose of this Rule, the acronyms below have the following meaning:

- a)** A.S.F. – Financial Supervisory Authority;
- b)** BAAR – Romanian Motor Insurers' Bureau;
- c)** BNR – National Bank of Romania;
- d)** FGA – Policyholders Guarantee Fund;
- e)** ISF – Financial Studies Institute.

CHAPTER II

Authorization process

ARTICLE 3

Conditions to authorize and conduct the business of RCA insurance

- (1)** Insurers may conduct the business of RCA insurance on the Romanian territory if they can cumulatively fulfil the following conditions:
- a)** They are entitled to underwrite class 10 risks, except for carrier's liability;
 - b)** They have a claims representative in place in every state located under the territorial limits covering the RCA insurance, mentioned under Art. 2 point 18 of Law no. 132/2017;
 - c)** They have an adequate structure both in order to take out RCA insurance, and to ascertain and settle claims;
 - d)** Conduct the damage ascertainment activity via claims appraisal specialists on the whole Romanian territory;
 - e)** Conduct the claim settlement activity using own or mandated specialized staff on the whole Romanian territory;
 - f)** Are equipped with adequate calculation technique and software and staff enabling at least:
 - (i)** Taking-out the RCA insurance;
 - (ii)** Keeping detailed chronological records with regard to RCA insurance's underwriting, coverage period and termination;
 - (iii)** Claims handling;
 - (iv)** Sending the information provided under point (i)- (iii) in electronic format to the database dealing with the compulsory motor civil liability insurance concluded on the Romanian territory;

- g)** Conduct the business of RCA compulsory insurance underwriting at:
 - (i)** the principal or secondary places of business or of insurance intermediaries;
 - (ii)** the principal or secondary places of business of the insured or of potential insured legal entities;
 - (iii)** usual address or, as applicable, residence address of the insured or of potential insured natural persons;
 - h)** Hold a reinsurance programme guaranteeing an own prudential retention;
 - i)** are members of BAAR.
- (2)** The conditions set out by par. (1) are fulfilled during the whole licensing validity period.

ARTICLE 4

Documentation

- (1)** In order to be licensed so as to conduct the activity of RCA insurance, the applying insurers should lodge an application with A.S.F. accompanied by the following documentation:
- a)** Documentation certifying to the meeting of conditions set out under Art. 3 par. (1) letter a);
 - b)** List of claim representatives as set out by Art. 3 par. (1) letter b);
 - c)** Substantiation note certifying to the fulfilment of conditions set forth by Art. 3 par. (1) letters c) – e);
 - d)** Substantiation note to contain the premium tariffs for the first 2 years and the actuarial calculation methods used to determine the premium tariffs, as per provisions of Art. 11 and an estimate of the specific indicators for a 5-year period;
 - e)** Declaration made by the RCA insurer's management on the meeting of conditions required to comply with the provisions of Art. 3 par. (1) letters f) and g);
 - f)** Reinsurance conditions accompanied by a substantiation note on the coverage.
- (2)** The documentation set out by par. (1) is approved and signed by the insurer's management.

ARTICLE 5

Granting and withdrawal of the license

- (1)** A.S.F. decides to grant the license to conduct the business of RCA insurance if it finds that the legal conditions are met, as well as upon analysis of indicators certifying to the fact that the RCA insurer is able to handle this form of insurance by complying with the legal provisions.
- (2)** The license may be withdrawn or suspended by A.S.F. under the laws.

CHAPTER III
Activity's carry out

ARTICLE 6

Forwarding information

- (1) The RCA insurers shall inform A.S.F. on any change and/ or completion of the information sent as per Art. 4 30 days before the date such changes or completions are to be applied, except for the list of claim representatives provided under Art. 3 par. (1) letter b) which shall be sent within 14 days since the change was made.
- (3) The RCA insurers shall send to A.S.F., within 30 days since the licensing date, the proof as to the BAAR member quality.

ARTICLE 7

The database containing the compulsory motor vehicle civil liability insurance taken out on the Romanian territory

- (1) Using an information system, the RCA insurers shall send to the database containing the compulsory motor vehicle civil liability insurance taken out on the Romanian territory complete and accurate information concerning the RCA contracts underwritten for the motor vehicles registered or recorded and for those pending registration or recording in Romania, including:
- a) validity of the RCA contract;
 - b) date of withdrawal from, termination, suspension of the RCA contract, as the case may be;
 - c) damages registered in consequence of the events occurred during the RCA contract's carry out;
 - d) information with regard to the damage type, including the component of bodily injuries or harm to health or with regard to death;
 - e) surname, given name, personal identification number (CNP), IC/ ID series and number of the declared drivers;
 - f) surname, given name, personal identification number (CNP), IC/ ID series and number of the driver responsible for the accident occurrence and the additional attribute if they are one of the persons stated in the RCA contract;
 - g) information on the direct settlement, if parties agreed in the RCA contract issued on direct settlement and if the claim is investigated using this modality;
 - h) information on redemption in accordance with the provisions of Art. 2 point 23 of Law no. 132/2017;
 - i) bonus-malus class.
- (2) Using an information system, special managers or liquidators send to the database containing the compulsory motor civil liability insurance taken out on the Romanian territory information on the withdrawal from the RCA contracts and changes occurred in the insurance contracts issued by the company in bankruptcy proceedings.

- (4) FGA sends information, using an information system, to the database containing the compulsory motor civil liability insurance policies taken out on the Romanian territory with regard to claims paid in consequence of the events occurred during the carry out of RCA contracts issued by the company in bankruptcy proceedings.

CHAPTER IV

Reporting and publication

ARTICLE 8

Reporting

The RCA insurers shall draw-up records with regard to the RCA insurance underwritten on the Romanian territory and shall send quarterly to A.S.F. the reporting prepared as per the models provided under annexes no. 1-4, until the last business day of the month following the quarter for which the reporting is made, both on paper, and in electronic format.

ARTICLE 9

Publication

- (1) The RCA insurers shall permanently publish and update the following on their own website:
- a) Data necessary so as to enable the injured parties direct access to information on the procedure of claims registration and ascertainment;
 - b) Documents needed to open a claim file;
 - c) Information on the communication channel whereby the policyholders and the injured parties may request information in connection with the investigation of damages caused to motor vehicles by traffic accidents covered by RCA contracts;
 - d) Calculation platform for the premium tariff specific to the potential insured;
 - c) reference tariff.
- (2) The RCA insurers and insurance intermediaries shall publish and update their support services timetable and business hours.

CHAPTER V

RCA contract

ARTICLE 10

General provisions

- (1) If the RCA insured and the RCA insurer agree to enter additional provisions upon conclusion or during the carry out period of the RCA contract, they shall be mentioned separately in the RCA contract.
- (2) The direct settlement provision and its term shall be set out by mutual consent when the RCA insurance contract is taken out, by complying with the provisions of Law no. 132/2017.

- (3)** The RCA contract is concluded with an insurer entitled to underwrite RCA insurance on the Romanian territory.
- (4)** Upon conclusion of the RCA insurance, the RCA insurer delivers the insured an RCA contract along with the RCA insurance policy;
- (5)** In the case of motor vehicles that, due to technical or legal limitations, cannot be driven outside the Romanian territory, the RCA insurers issue the RCA policy valid only on the Romanian territory and set out the premium tariff taking account of the related risks.
- (6)** The RCA insurers request the information necessary to assess risks, as per their own criteria laid down by the premium tariff and check the accuracy of the information on the identification and technical data of the motor vehicle, owner's data or that of its user.
- (7)** The RCA policy's form and content are set out under annex no. 6.
- (8)** The RCA contract, provide by annex 10, is to contain at least the following information:
 - a)** Identification data and contact data of the RCA insurer;
 - b)** Identification data and contact data of the insured, i.e. owner and/ or user;
 - c)** Identification data and contact data of the RCA contract's intermediary;
 - d)** Identification and technical data of the motor vehicle insured;
 - e)** Personal details of the drivers declared;
 - f)** RCA contract's validity and its issue date;
 - g)** Bonus- malus class;
 - h)** Insurance premium;
 - i)** Tariff relating to the direct settlement, if the insured opted for this clause;
 - j)** Number of instalments, their amount and due dates;
 - k)** Compensation limits;
 - l)** Contractual conditions applicable to the RCA insurance;
 - m)** Conditions applicable to direct settlement, as the case may be;
 - n)** Provision according to which the injured party may have its vehicle repaired to any repair shop, under the laws, without any restriction or constraint from the RCA insurer or the repair shop which might influence its option.
- (9)** A.S.F. assigns every newly-licensed RCA insurer a unique series, mentioned on the RCA insurance policies and contracts; this provision applies for the RCA insurers licensed in other member states conducting their business on the Romanian territory based upon the right of establishment and freedom to provide services.
- (10)** The RCA contracts are issued by an electronic system.
- (11)** Proof as to the RCA insurance conclusion, for controls carried out by competent authorities, shall be represented by:
 - a)** The RCA insurance policy issued by the RCA insurer for the validity period listed;
 - b)** Proof as to motor civil liability insurance, issued by the RCS insurers from other states, valid on the Romanian territory and only for the period listed therein, or the frontier insurance policy for motor vehicles registered/

recorded outside the European Economic Area and the Swiss Confederation.

(12) The RCA insurers acknowledge the RCA contracts' validity and issue copies thereof upon request from:

- a)** Courts of law and public authorities;
- b)** Insurers subrogated in the injured party's rights;
- b)** RCA insurers of the person at fault for the accident occurrence for direct settlement;
- c)** other natural persons and legal entities justifying a legitimate interest.

(13) For motor vehicles registered or recorded in other member states for which the RCA contract conclusion is requested with a view to permanent registration or recording in Romania, as the case may be, contract conclusion is conditional upon submitting evidence as to the motor vehicle's registration for tax purposes in Romania.

ARTICLE 11

Rates and calculation modalities

(1) The RCA insurers set the premium tariffs by homogenous risk segments, by periods of one year, calculated using generally accepted actuarial principles for the compensation limits set out based upon the provisions of Art. 12.

(2) The RCA insurers shall notify the A.S.F. on the intent to change the premium tariffs at least 60 days before they are going to take effect.

(3) If the RCA premium tariffs change, the RCA insurers shall send to A.S.F., at least 30 days before commencement of the date they can be enforced, a report drawn-up by an actuary approved by A.S.F. where they certify that the tariffs were calculated in accordance with the statutory provisions in force.

(4) The report provided under par. (3) is accompanied by the substantiation note and it contains the detailed procedures carried out and the results obtained with regard to the RCA premium tariffs to be implemented:

- a)** Check the quality, correctness and completeness of data on which the tariff's calculation was based;
- b)** Methodology to determine the homogenous risk segments;
- c)** Hypotheses used and their basis;
- d)** Actuarial methods used;
- e)** Modality in which the insurance premium was set, respectively an analysis by each component of the premium tariff and on every risk segment to show:
 - (i)** Premium adequacy;
 - (ii)** Administrative and sale-related expenditure, including charges/contributions;
 - (iii)** Load factors and no-claims bonus and/or correction or other instruments used;
 - (f)** Other pertinent matters.

(5) Substantiation note of the premium tariffs comprises:

- a)** Elements needed so that the actuary approved by A.S.F. may certify the premium tariffs;
 - b)** Detailing the premiums to be applied at homogenous segments level;
 - c)** Hypotheses used, including those with regard to administrative and sale expenditure, which include charges and contributions;
 - d)** Detailing the load factors;
 - e)** No-claims bonus and/or correction indices used;
 - f)** Other instruments used to determine the risk premium.
- (6)** A.S.F. shall open and maintain a list of the approved actuaries with a view to drawing-up the report set out under par. (3).
- (7)** The conditions for approval and registration in the A.S.F.'s approved actuaries list are set out by annex 9.
- (8)** The list of approved actuaries is public and it can be accessed on A.S.F. website.
- (9)** The RCA insurer uses, for every homogenous risk segment, sufficient historical data, from at least 3 previous years, in order to carry out a statistically relevant calculation.
- (10)** Where the RCA insurer does not hold sufficient historical data for each segment, it shall use historical data available from other sources in relation to the market in Romania or to the European Union market, provided it is relevant.
- (11)** The insurance premium is calculated for one underwriting year, as per the annual premium tariffs charged by the RCA insurer.
- (12)** The related insurance premium for the RCA contracts concluded for periods of less than a year, as per the legal provisions, shall be determined as pro-rata from the insurance premium calculated for a year of underwriting, adjusted by applying a statistically determined corrective coefficient; if a correction coefficient is applied for such purpose, it shall comply with the publication requirements provided by Art. 9.
- (13)** The RCA insurers shall conduct quarter analysis with regard to the administrative and sale-related expenditure registered and it shall adopt the measures needed to ensure the provisions of Art. 18, par. (4) of Law no. 132/2017 are complied with.
- (14)** The premium tariff correction system shall enable discounts for people with mobility impairments.
- (15)** The premium tariff contains the bonus- malus system.
- (16)** The RCA insurers shall use, when calculating the premium tariffs, the same homogenous risk segments used to calculate the reference tariff.
- (17)** The RCA insurers may use other homogenous risk segments under prior consent from A.S.F.
- (18)** The RCA insurers shall, within six months since this rule's entering into force, send to A.S.F. the report provided under par. (3) and (4), the business strategy for the RCA insurance and an estimate of the specific prudential indicators for a 5- year period.

(15) Tariffs are calculated depending on the strategy adopted by the RCA insurer, set out under par. (18).

(18) The strategy included in the business plan provided by Art. 22 of Law no. 237/2015, as subsequently amended, shall be correlated to the results of the analysis carried out versus the estimate for every reference year from the 5 - year period and shall be sent to A.S.F. upon its request.

ARTICLE 12

Compensation limits

(1) In line with the European regulations, RCA insurers shall set out compensation limits equal to or higher than those set out by par. (2).

(2) The compensation limits are as follows:

a) Damage to property caused in one and the same accident, irrespective of the number of people harmed, the compensation limit amounts to Euros 1,220.000, the equivalent into Lei at the foreign exchange market rate on the accident occurrence date, notified by BNR;

b) For bodily injuries and deaths, including non-material damage in one and the same accident, irrespective of the number of people harmed, the compensation limit is Euros 6,070.000, paid in the equivalent into Lei at the foreign exchange market rate on the accident occurrence date, notified by BNR.

(3) If, during the same event, several persons have been harmed and the total amount of damages exceeds the compensation limits specified in the RCA contract, the compensation shall be set out depending on the quota from the damage value incumbent upon each person entitled to compensation for damages incurred in the same accident.

ARTICLE 13

Information presented to potential insured

(1) The RCA insurers secure easy access to potential policyholders to the premium tariffs charged on every RCA insurer's website, at its registered offices and lucrative facilities and provide all information connected to the criteria taken account of when setting the insurance premium.

(2) RCA insurers and insurance intermediaries are prohibited from offering, promoting and marketing the RCA insurance at insurance premiums higher than those arisen from enforcing the provisions of Art. 11.

(3) Irrespective of the dissemination channel used, the RCA insurer shall charge the same insurance premium, set out based on criteria specific for an insured.

(4) RCA insurers and insurance intermediaries are prohibited from granting any collateral benefits to the insured upon conclusion of an RCA contract, except for optional insurance covering the risks relating to the risks covered by the RCA contract.

(5) The application used in the points of sale to calculate the insurance premium shall comprise all criteria set out by the RCA insurer in the premium tariff.

(6) The offer contains the criteria specific to the insured used to determine the insurance premium, including the information provided by the potential insured.

(7) The RCA insurer's offer is valid for a minimum period of 10 business days and it consists of the following information:

- a) Total insurance premium arisen from charging the premium tariff, which is mentioned in the insurance policy;
- b) Commission paid to the intermediary, expressed into absolute value and percentage of the total insurance premium;
- c) Mention of the fact that the commission's absolute value set out under letter b) is determined by applying the percentage over the total insurance premium and that it is included in the total premium;
- d) Average direct sale expenditure;
- e) Date on which the offer expires;
- f) Tariff relating to direct settlement;
- g) Additional provisions and coverage;
- h) Bonus- malus class;
- i) Mention of the possibility to pay by instalments.

(8) The insurance offer shall be sent by the RCA insurer upon request from potential insured.

(9) In the case of potential insured natural persons, the insurance offer is sent within at most 3 business days as of request.

(10) The RCA insurer establishes on a monthly basis the average direct procurement expenditure relating to the respective month, as a percentage between the direct sale expenditure applicable on the date the RCA contract was issued, without taking account of remunerations awarded depending on the performance of the portfolio managed by own employees and gross insurance premiums underwritten in the respective month.

(11) This article's provisions shall also apply for web applications being used by the RCA insurers and intermediaries to sell RCA insurance.

(12) The RCA insurers shall conclude RCA contracts whose validity commences at the latest 30 days after their issuance.

ARTICLE 14

Management and administration of RCA insurance applicable to high-risk insured

(1) BAAR shall, 30 days after this rule enters into force, send to A.S.F. for approval the procedures set out by Art.36 par. (1) of Law no. 132/2017, endorsed by BAAR's General meeting.

(2) BAAR shall, within 2 business days as of A.S.F.'s approval is notified on the procedures set out by Art. 36 par. (1) of Law no. 132/2017, publish them on its own website.

(3) BAAR determines and publishes the “N” factor as per the procedures approved, when this need results from the analyses carried out or upon request from A.S.F.

(4) The insured or the potential insured may benefit from assignment of an RCA insurer on the Romanian territory if they have received three offers whose annualised insurance premium is higher than “N” multiplied by the reference tariff published by A.S.F.

(5) BAAR shall, at the latest 20 days after complete submission of documents mentioned in the procedures set out by par. (2), settle the application of the high-risk insured with regard to the RCA contract’s conclusion.

(6) In order to assign the RCA contract to an RCA insurer, the offer is accepted explicitly by the high-risk insured.

(7) The insured notifies BAAR of all the information needed with a view to preparing a premium offer or assigning the RCA contract to an RCA insurer.

(8) The assignment set out under par. (6) is carried out by BAAR with the insured’s notification on the insurer to whom the RCA contract has been assigned.

ARTICLE 15

Renewal of the RCA contract

(1) The RCA insurers or insurance intermediaries, as per the agreement between parties, shall inform the insured with regard to the RCA contract’s termination date 30 days before its cessation.

(2) The notification shall be accompanied by an offer to renew the RCA contract for insurance periods of 6 and 12 months, containing a recommendation to consult other similar offers as well, in order to choose the most beneficial offer.

(3) The RCA insurer or the insurance intermediary issues the RCA contract and the RCA insurance policy subsequently after the insured has given their consent to renew it.

(4) The communication channel used to exchange information with regard to the RCA contract’s renewal is the one agreed-upon by parties on conclusion of the RCA contract or during its carry out.

ARTICLE 16

Tractor- trailer/ semitrailer assembly

(1) The RCA insurance for trailers/ semitrailers is covered only if they are not attached to a towing vehicle.

(2) If the event occurs while the trailer or the semitrailer is assembled to the towing vehicle, the liability falls on the towing vehicle.

(3) The RCS insurer of the towing vehicle shall compensate the injured party and may exercise the right of recourse over the RCA insurer of the trailer/ semitrailer, if they can prove that the injury occurred in consequence of a technical defect in the trailer/ semitrailer which could not have been noticed by the driver.

- (4)** If the event occurs while the trailer/ semitrailer is attached to the towing vehicle, the compensation shall be borne, depending on the cases below, by:
- a)** the towing vehicle's RCA insurer, if the towing vehicle is identified and insured, irrespective whether the trailer/semitrailer is identified or insured or not;
 - b)** BAAR or the national bureau of the state in which the towing vehicle is normally based for motor vehicles registered in other states, if the towing vehicle is identified and uninsured, irrespective whether the trailer/semitrailer is identified or insured or not;
 - c)** The trailer/semitrailer's RCA insurer, if the towing vehicle is unidentified, and the trailer/semitrailer is identified and insured; after compensation is paid, the trailer/semitrailer's insurer has a right of recourse against the person having caused the accident and, as applicable, against the towing vehicle's insurer, if they can be subsequently identified;
 - d)** BAAR, if the towing vehicle is unidentified, and the trailer/semitrailer is identified and uninsured.

ARTICLE 17

Insurer's obligations

- (1)** RCA insurers or BAAR issue, within 15 days since the application is registered, upon insured persons or users' request, the certificate on the damages registered and enter therein at least the following information;
- a)** insured person's name/corporate name;
 - b)** insured's personal identification number (CNP)/ Tax Code/ VAT reg. No. (CUI);
 - c)** motor vehicle's data;
 - d)** RCA contract's series and number;
 - e)** validity period;
 - f)** corresponding bonus-malus class;
 - g)** Date the registered event occurred;
 - h)** Date compensation was paid;
 - i)** Compensation in consequence of bodily injury or harm to health or death, if applicable;
 - j)** If applicable, application of the direct settlement clause;
 - k)** If applicable, application of the redemption clause.
- (2)** The RCA insurers notify their own insured with regard to registration of claim approval:
- a)** For each damage registered based upon the RCA insurance policies underwritten by the insured, for legal entities;
 - b)** For each damage registered where the driver at-fault for the accident is not the insured, for natural persons.

CHAPTER VI

Injuries and compensations

SECTION 1

Endorsement and ascertainment

ARTICLE 18

Endorsement of injuries

(1) In order to cover the injuries incurred in consequence of traffic accident occurrence, the aggrieved persons shall refer with a view to registering the damage to:

- a) the RCA insurer with which the owner/user of the vehicle at-fault for the accident has concluded the RCA insurance;
- b) claims representative;
- c) own RCA insurer when direct settlement is resorted to;
- d) BAAR, in its capacity as handling bureau.

(2) Upon registration of damages in connection with occurrence of an event insured by the RCA contract, the RCA insurer opens a claim file and proceeds with:

- a) Carrying out an ascertainment of injuries and initial damage assessment;
- b) Notifying the aggrieved party in writing with regard to the documents to be submitted in order to settle the claims for compensation;
- c) Settling the claim within the statutory deadline.

(3) The RCA insurer records all the documents submitted to the claim file.

(4) The RCA insurer ascertains the injuries within 3 business days as of registration or at a subsequent date agreed-upon by parties.

(5) The obligation set forth by par. (4) may be invoked by the injured party only if such party allows the RCA insurer access to the damaged good and secures the necessary conditions with a view to carrying out the ascertainment.

ARTICLE 19

Ascertainment of injuries

(1) The statement of the facts shall be drawn-up by the claim appraisal specialist and shall be signed by them and the injured party.

(2) If compensation is to be recovered under the conditions set forth by Art. 25 of Law no. 132/2017, the statement of the facts shall be signed by the injured party, insured or the insured vehicle's driver and the claim appraisal specialist.

(3) The claim appraisal specialist shall hand-over a copy of the statement of the facts to the signatory parties when the ascertainment is conducted.

(4) The injured party is entitled to compensation even if the insured or the insured vehicle's driver refuses to sign the statement of the facts, under the case set out by par. (2).

(5) The statement of the facts comprises at least the following information:

- a) Number of the claim file opened;

- b)** Print surname and given name of signatories;
- c)** Date and place of event occurrence;
- d)** Date the event was registered;
- e)** Identification data of the damaged good;
- f)** Items found out as damaged within the same accident;
- g)** Technical solutions initially proposed;
- h)** List of documents that must be submitted by the injured party to finalize the claim file and make payment;
- i)** Mentions and observations column;
- j)** Contact data for the signatories;
- k)** Notification of the injured party with regard to their right to refer, so as to have repairs done, to any repair shop, in line with the provisions of Art. 6 par. (8) of Law no. 132/2017, with no restriction or constraint from the RCA insurer or the repair shop which might influence its option.

(6) Where, in order to recover the damage to property incurred in a motor vehicle accident, the injured party addresses its RCA insurer in consequence of direct settlement's use or its property insurer, the following shall be binding upon the RCA insurer of the at-fault person:

- a)** Ascertainment of damages;
- b)** Technical solutions adopted;
- c)** Manner of setting the compensation amounts, owed based upon the RCA contract.

(7) The RCA insurer of the injured party is, under the limits of compensation paid based upon the direct settlement service usage, subrogated in all the rights of its own insured against the RCA insurer of the at-fault party for the injury occurred.

(8) In the situation covered by par. (6), the injured party's insurer recovers the compensation paid from the RCA insurer of the at-fault party, being obliged to, as set out by Art. 7 par. (1) letter g), send it to the database comprising the compulsory motor civil liability insurance underwritten on the Romanian territory.

(9) The claim appraisal specialist is obliged to record potential objections of the parties with regard to the injuries ascertained in the statement of the facts or in an annex thereof; lack of objections may not be invoked within the meaning of restricting parties' rights.

(10) If, subsequently to the disassembly of damaged parts or upon vehicle's repairs being commenced, other damages are found out in consequence of the accident, which could not be ascertained originally or the technical solution initially adopted needs to change, an additional statement of the facts shall be drawn-up.

(11) In the case referred to in par. (10), the RCA insurer shall draw-up the additional statement of the facts within 3 business days as of the request.

(12) The final technical solutions to remedy the damage shall be determined by the repair shop, in line with the technical documentation from the automotive manufacturer's repair manual and shall be accepted by the injured party.

(13) Parties may agree on damage ascertainment and draw-up of the statement of the facts via sending information and documents using electronic means of communication.

(14) The RCA insurers grant compensation also if the injured party has had their damaged vehicle repaired before the insurers carry out the ascertainment of damages, if the circumstances, causes for the insured event's occurrence and damage amount arise from the papers on file.

(15) In the case referred to in par. (14), damage assessment and statement of the facts drawing-up shall be made by corroborating the information:

- a) Recorded in the amicable accident report, in the documents concluded by the police bodies, firefighter squadrons or by the other competent public authorities;
- b) From the documentation on the actual cost of repairs underwent, submitted to the claim file;
- c) From written statements given by parties involved in the accident and witnesses with regard to the accident occurred, as well as from other evidence adduced;
- d) From the RCA insurer's own findings from examination of repairs made to the motor vehicle;
- e) From the investigations conducted on the accident's dynamic;
- f) From other statutory means of evidence.

(16) Ascertainment of bodily injury or harm to health or death arisen from a motor vehicle accident is conducted based upon the supporting documents issued by the public health institutions of forensic medicine.

2nd SECTION

Claims investigation service and damage ascertainment activity

ARTICLE 20

Professional obligations and responsibilities

(1) The RCA insurer establishes the claims investigation service having two functionally separate activities, the damage ascertainment one and claims settlement and sets out the written policies on its activity; this service's duties may be fulfilled by the claims appraisal specialist.

(2) The RCA insurer's management determines the actions and measures to be undertaken so as to render the activity more effective based upon the findings and recommendations of the claims investigation service.

(3) The damage ascertainment activity is objective and separate from the other operational functions of the RCA insurer, whose responsibilities are as follows:

- a) Ascertain the injury and size the damage in line with the legislation and contractual provisions applicable for each case separately in order to provide the best services;
- b) Send the findings and recommendations with regard to the need of conducting investigations as regards the accident occurrence;

- c) Assess the injury by using specialized systems or, if they do not contain elements of the damaged goods, by using supporting documents;
- (4) The claims appraisal specialist may also carry out claim settlement activities and can undertake responsibilities of other departments within the RCA insurer when the following conditions are cumulatively fulfilled:
 - a) This is necessary given the principle of proportionality;
 - b) There are no conflicts of interests relating to people exercising the respective position;
 - c) The costs to keep persons fulfilling solely the claim investigation service, who do not exercise other duties, would generate disproportionate costs for the RCA insurer in relation to the total management expenditure.
- (5) The claims appraisal specialist has the following duties and responsibilities:
 - a) Possess knowledge as such that they are capable of ascertaining the injury and sizing the failures in agreement with the contractual provisions and legislation applicable for every case separately;
 - b) Ascertain, conduct the failures initial assessment and propose technical solutions to restore the vehicle to the technical status before the accident occurred;
 - c) Conduct their activity providing correct, complete, accurate and clear information with regard to the nature of services provided;
 - d) Keep the data connected to the services rendered confidential, being forbidden to use such data to their own advantage or to the advantage of a third party;
 - e) Avoid potential conflicts of interests at all times.
- (6) The claims appraisal specialist is prohibited from getting undue financial, material or other advantages in connection with the activity rendered.
- (7) The RCA insurer's management is in charge with approval of written policies on the conflict of interests and incompatibilities for the staff investigating claim files.

ARTICLE 21

Approval and registration modality

- (1) Persons carrying out damage ascertainment are approved by A.S.F. with a view to being registered and upheld in the Registry of claims appraisal specialists.
- (2) The data in the Registry of claims appraisal specialists is publicly accessible on A.S.F.'s website.
- (3) In order to be approved as claims appraisal specialist, at least the following conditions must be met:
 - a) Submit criminal and tax record certificates certifying to the fact that there was no conviction entered for corruption or economic deeds, valid and in original;
 - b) Hold professional competences adequate for the field in which they conduct the ascertainment, verified by a certificate of professional competency issued by ISF, either based upon an exam, in

consequence of completion of a professional training course, or in consequence of assessment of the competences specific to the occupation in the ISF centre for assessment of claims appraisal members' competences;

- c)** Submit a declaration on oath on compliance with the applicable legislation.
- (4)** In order to be kept in the register set forth by par. (1), the initial certification needs to be obtained until 30/06/2018 and ISF must, under a year frequency, continuously validate professional competences.
- (5)** The competences assessment procedure and gaining the professional competences certificate, as well as the continuous validation process of professional competences shall be set out by ISF and shall be published on its own website.
- (6)** The documentation needed so as to verify that the conditions set out by par. (3) are fulfilled shall be published on A.S.F.'s website.
- (7)** The approval is notified after submission of complete documentation and payment of the approval and registration fee provided by the regulations on A.S.F.'s revenue.
- (8)** A.S.F. withdraws the claims appraisal approval under the following cases:
 - a)** Finds that it was obtained based upon some false or erroneous information or documents;
 - b)** Upon their request;
 - c)** Where the conditions considered upon their approval during the exercise of duties are not fulfilled;
 - d)** Based upon the findings made by the competent authority governing the automotive repair activity, when it finds technical solutions inconsistent with the legislation in force, the technical solutions issued by the manufacturer and/ or the applicable specialized systems have been proposed.
- (9)** Documents and information set out by this rule are sent into Romanian, the documents issued into a foreign language shall be submitted in original or certified true copy in the state of origin, along with the certified translation.

3rd SECTION

Claim settlement

ARTICLE 22

General provisions

- (1)** The compensations are set out after the claim for compensation was submitted by the injured party or by the insured, as follows:
 - a)** Amicably, in line with the statutory provisions in force;
 - b)** By alternative mechanisms for dispute resolution;
 - c)** By final court decision if no agreement was reached by parties.

(2) The claim for compensation is settled after the following category of documents has been submitted:

- a)** To show the property right over the damaged good or any proof based upon which the entitlement to compensation can be proven;
- b)** To show the civil liability of the owner or driver of the insured vehicle in the occurrence of the damage;
- c)** To show the damage extent;
- d)** To show the causal link between the damage extent and how the event occurred;

(3) Determination of compensation as per the provisions of par. (1) letter a) may be made if the following conditions are cumulatively met:

a) Show the civil liability of the owner or driver of the motor vehicle insured in damage occurrence from:

- (i)** The content of the amicable accident report form;
- (ii)** The documents concluded by the police bodies, professional emergency services or the other public authorities competent to ascertain and investigate vehicle accidents;
- (iii)** Notification of the insured, i.e. the at-fault drivers;
- (ii)** other means of evidence;

b) The injured party provides proof as to the damage incurred by any means of evidence;

c) There is a causal link between the injury incurred and the deed to have led to the event's occurrence.

(4) If claims for compensation are made for securities, documents, manuscripts, jewellery, precious stones, objects of art, other platinum, gold or silver items, postage stamps, stamp duties and for disappearance or destruction of money, compensation is determined by court order.

(5) If the motor vehicle accident is subject to a criminal suit, compensation is established amicably if:

a) Under the law, the criminal action was or may be extinguished by parties' reconciliation;

b) Decision of the criminal court remained final, but determination of the civil compensation would be made subsequently;

c) The criminal suit may not be extinguished by parties' reconciliation if:

(i) an indictment to apply for summons was ordered and the injured party undertakes in writing to reimburse at once, in part or in whole, the compensation received, depending on the criminal court's decision with regard to the deed, the infringer and guilt; or

(ii) the documents drawn-up by the public authorities show both civil liability, damage caused, as well as the guilt of the driver to be indicted after completion of investigation pending and the injured party undertakes in writing to reimburse at once, in part or in whole, the compensation received, depending on the criminal court's decision with regard to the deed, the infringer and guilt.

(6) Upon setting the compensation in relation to damage to or destruction of goods, the claims made by the injured parties represent the basis for

calculation, under observance of the provisions of Art. 22 par. (2) of Law no. 132/2017.

(7) If the compensation amount in the same vehicle accident exceeds, on the accident occurrence date, the compensation limit set out by the RCA contract, exclusive of the expenses incurred during the civil proceedings, irrespective of the number of persons injured or deceased, as the case may be, and the number of persons liable for the damage occurred, compensation is granted under the limit of this amount, to each injured party, proportionally to the compensation limit set out by the RCA contract and the total amount of compensations.

ARTICLE 23

Determination of compensation for damages caused to motor vehicles

(1) When setting out the compensation offer after the motor vehicles have been identified and the complexity of the equipment structure, series and optional facilities have been highlighted, the following are considered:

a) to assess the costs to restore the motor vehicle to its condition prior to the event occurrence:

- (i) new parts and materials which can be used legally in the repair processes in Romania and the member states;
- (ii) manpower relating to the repair and the one relating to the operations technically and technologically needed, as per manufacturer's technology;

b) to assess the market sale value:

- (i) specific correction factors;
- (ii) existence of pre-existing damages;
- (iii) motor vehicle's operation history, as well as use as driver's school, taxi, rental land others.

(2) When setting out the compensation offer, the changes in the vehicle's equipment structure are taken account of, occurred between the marketing date and the accident occurrence date.

ARTICLE 24

Motor vehicle's damage or destruction

(1) With regard to damages to motor vehicles, the compensation takes into consideration the coverage of costs concerning:

a) restoration to the condition prior to the accident; or

b) coverage of the difference between the market value calculated as per this rule and wreck value, in the case of total loss.

(2) Wreck value is set out further to the assessment via tender using specialized assessment systems; if an amount for the wreck via tender may not be obtained, it can be set out by technical expertise also, under the injured party's consent.

(3) In the case of total loss, if the injured party provides proof as to the deregistration from traffic of the damaged motor vehicle and its full exploitation toward a specialized entity in motor vehicle's dismantling and recycling, the

wreck value is the one mentioned in the supporting tax documents issued by the respective entity.

(4) Assessment of the cost set out under par. (1) letter a) contains the costs of repair of damaged parts or components or their replacement cost, including the expenditure for materials, dismantling and mounting relating to repairs and replacements necessary in consequence of the damages occurred by the respective vehicle accident.

(5) If the compensation is paid prior to the repairs being carried out, the injured party is entitled to request the reanalysis of the compensation amount and payment of potential fundamental additional costs, proven by supporting documents.

(6) If market prices charged on the market in Romania are missing for certain components or parts of the motor vehicle, their value is set out based upon market prices from other member states, proven by any means of evidence.

(7) In the case of total loss, the market value set out based upon the specialized assessment systems to calculate the compensation is the replacement value of the damaged vehicle by a vehicle of the same make, type, model, technical features, equipment, make year that can be compared as regards the odometer value in kilometres and state of maintenance; the calculation manner is communicated to the injured party.

(8) The value stated under par. (7) is determined based upon the use of specialized assessment systems or based upon documents to show the demonstration of the damage incurred.

(9) When assessing the motor vehicle, the technical, maintenance state and potential changes in the structure of its equipment are taken account of, occurred in between the marketing date and the date the event occurred, certified by the claims appraisal specialist.

(10) For motor vehicles registered in other member states or those not permanently registered in Romania, their value on the date the accident occurred is set out based upon the market values from the state where the vehicle is or was registered permanently the last time and based upon the documents submitted by the injured party to prove the injury incurred.

(11) For damaged motor vehicles which cannot be moved by their own, compensation is granted based upon the supporting documents and for:

- a)** The transport costs to the usual address of the persons to have made the journey inside the damaged vehicle, without exceeding the tariff set out for transportation by airplane, economy class;
- b)** The transport costs of merchandise inside the damaged vehicle, including in the trailer or semitrailer towed by it, to destination, to which the costs for transshipment of the merchandise, if applicable.

(12) For the injured party holding a motor vehicle registered outside Romania with the usual address or registered office in another state, the compensation amount is set out as follows:

- a) If the repair was made in another state and compensation payment is requested into foreign currency, the repair cost is the one set out in the repair documentation, taking account of the failures found out by the RCA insurer and potential additional damages ascertained upon repair's carry out, if their occurrence is justified by the accident's dynamic;
 - b) If the repair was made in Romania and payment of compensation is requested into foreign currency, calculation into foreign currency of the repair costs set out into Lei is made at the exchange rate notified by BNR for the date where the injured party made payment of the repair invoice;
 - c) If compensation payment is requested before making repairs, its value is set out based upon the RCA insurer's assessment, taking account of:
 - (i) Findings made by the competent public authorities;
 - (ii) Plurality of elements retained from the accident's description and arisen from the amicable accident report;
 - (iii) Investigations made by the RCA insurer on accident's dynamic and damage extent;
 - (iv) If applicable, the documents submitted subsequently with regard to payments made by the injured party;
 - d) If payment is requested into Lei for the compensation set out into foreign currency, the equivalent value into Lei is calculated at the exchange rate notified by BNR for the proposition date forwarded to the injured party and accepted by them;
 - e) Calculation into foreign currency of the limits on the compensation amount set out as per Art. 12 is made at the exchange rate notified by BNR for the accident occurrence date.
- (13)** In the case referred to in par. (12) letter c) point (iv) calculation into foreign currency of compensations set out into Lei is made at the exchange rate notified by BNR for the proposition date forwarded to the injured party and accepted by them.

ARTICLE 25

Loss of use

- (1)** The damages representing the outcome of damaged vehicle's loss of use, including its temporary replacement, are set out:
- a) Based upon the supporting documents to show the temporary replacement costs for the damaged vehicle by a similar or lower class vehicle, rented from entities authorized to such a business purpose;
or
 - b) Based upon the supporting documents to show the costs with regard to daily transportation incurred by the injured party, without exceeding the costs set out under letter a).
- (2)** The maximum period to calculate the loss of use is:
- a) Period of damaged motor vehicle's loss of use due to its technical status, including if the RCA insurer conducts additional inquiries, and it is

calculated as of damage ascertainment date and motor vehicle's placement in the repair shop;

b) Period comprised between the date damages are ascertained and the date the compensation offer is forwarded for total loss.

(3) Failure, due to the RCA insurer's fault, to carry out the ascertainment within the time-limit laid down by Art. 18 par. (4) entitles the injured party to seek payment of compensation for loss of use as at the time the ascertainment time-limit is exceeded until its carry out date.

(4) With regard to the damaged vehicle's repair, the maximum loss of use period is the normal repair time turned into working days by dividing the standardised repair time by four, to which any undue delay caused by the RCA insurer.

ARTICLE 26

Bodily injury, harm to health or death

The following shall be taken account of when setting out the compensations amicably for bodily injury, harm to health or death:

a) In the event of bodily injury or harm to health:

(i) Difference between the net revenue of the injured party, in consequence of bodily injury or harm to health, supported by documentary evidence and the allowance received from the legal entity or natural person's funds where the employee carries out their activity and/ or, as applicable, from the State social insurance budget during hospitalisation and medical leave;

(ii) Net monthly average revenue gained over the past year or activities carried out by the injured party, in consequence of bodily injury or harm to health, supported by documentary evidence for persons not employed;

(iii) Indexed- linked guaranteed minimum gross wage for injured parties in consequence of bodily injury or harm to health who are, on the date the accident took place, in their senior year of studies or qualification;

(iv) Potential costs incurred due to the accident, as well as costs for transportation of the injured party, due to bodily injury or harm to health, treatment, hospitalization, recovery, prostheses, additional food as per medical prescriptions, supported by documentary evidence and other costs that are not borne from the social insurance fund set out by the regulations in force;

(v) Costs for personal care attendants if this is recommended in the medical certificate, but no more than the indexed- linked guaranteed minimum gross wage;

(vi) non-material damage set out as per the provisions of Art. 22 par. (5) of Law no. 132/2017;

b) in the event of death:

(i) Direct and indirect costs occasioned by funeral, supported by documentary evidence;

- (ii) Net revenue lost and other potential costs arisen during the period from the accident date until death, set out under letter a), if they were caused by the accident;
- (iii)) non-material damage.

ARTICLE 27

Damage to or destruction of other goods
Compensations for buildings, construction or other goods are set out based upon:

- a) Specialized assessment systems;
- b) Documents to show the damage incurred, under the compensation limits set out as per Art. 12.

ARTICLE 28

Injury to or loss of animals

- (1) Compensations for animals are set out based upon the respective animal's value on the local market, on the event occurrence date.
- (2) Account is taken, when setting compensations, of coverage for the expenses incurred with the accident, as well as costs for transportation of animals, treatment, hospitalization, recovery, prostheses and/or additional food as per medical prescriptions, supported by documentary evidence and/or potential costs occasioned by their death.

ARTICLE 29

Compensation offer

- (1) The RCA insurer or BAAR, as applicable, shall forward the compensation offer to the injured party and it shall comprise:
 - a) Detailed calculation manner of repair costs, including rates to which the repair manpower is calculated;
 - b) In the event of total loss:
 - (i) Method of calculating the good's value on the event date;
 - (ii) Method of calculating the wreck value;
 - (ii) reference sources of costs considered.
- (2) The RCA insurer is held accountable for clerical errors, omissions and cost differences slipped in a compensation offer which excludes the costs to restore the good to its original status, before the event occurred.
- (3) The compensation offer for bodily injuries or death is forwarded to the injured party by the RCA insurer or BAAR, as applicable, and it comprises the detailed method of calculation and reference sources.

ARTICLE 30

Payment of compensations

- (1) Once the written consent with regard to the compensation offer was given, payment is made as per the injured party's indications, by complying with the legislation in force.

(2) The compensation amount paid shall be reviewed upon request from the injured party based upon supporting documents submitted after payment.

(3) The RCA insurer replies to the request for review set out by par. (2) within 10 working days, as follows:

a) By paying the compensation difference if it is grounded;

b) By notifying in writing, under acknowledgment of receipt, the grounds for which it has rejected the claims set out.

4th SECTION

Facilities and penalties applicable to RCA policyholders

ARTICLE 31

General provisions on the bonus- malus system

(1) The bonus- malus system consists of the basic category B0, 8 bonus classes and 8 malus classes; class B0 is the class assigned to a new consumer, without any insurance claims history.

(2) The reduction or increase established based on the bonus-malus system shall apply to all rates charged by the RCA insurer with which the policyholder intends to conclude the RCA contract, in force on the date of RCA contract's conclusion.

(3) The reference period shall be the calendar year preceding the issue date of the RCA contract.

(4) The events for which at least one damage claim was paid over the reference period, with the driver's total or partial liability, shall be taken into consideration for the application of the malus.

(5) If, at the time of the accident, the vehicle had been taken and was being used without its owner's consent and the police were notified of this fact, the coefficient of the bonus-malus system of the policyholder shall not be influenced.

(6) The bonus-malus classes and coefficients thereto are set out in Annex no. 5.

(7) If, due to technical reasons, the compulsory motor civil liability insurance database concluded on the Romanian territory is not available for search purposes, or the data offered is not consistent with the documents submitted by the policyholder, the RCA insurer may establish the loss history based upon the certificates on the claim rate history or on other documents made available by the policyholder.

ARTICLE 32

Bonuses and penalties applicable to the bonus- malus system

(1) If no paid damages were registered over the reference period, policyholders shall be given a bonus, i.e. reduction of the insurance premium.

(2) The bonus class shall be kept for the calendar year term in which the RCA contract is concluded, irrespective of the period insured.

- (3) If paid damages were registered over the reference period, policyholders shall be penalised through the application of a malus, i.e. surcharge of the insurance premium by penalisation of two classes for each event for which compensation was paid.
- (4) If a policyholder – natural person owns more than one vehicle, the bonus-malus system shall apply for each vehicle; on this rule's entry into force, renewal of the insurance contract underwritten by natural persons owning more than one vehicle is included in the most favourable bonus-malus class corresponding to the policyholder's loss history.
- (5) If a policyholder – legal person owns more than one vehicle, the bonus-malus system applies separately for each vehicle.
- (6) If the insured vehicle of policyholders- legal persons – is alienated or deregistered, the bonus-malus class transfer shall be established as follows:
 - a) If the RCA contract has expired, the bonus-malus class transfer for the newly-acquired vehicle is made considering the policyholder's previous history for the vehicle alienated or deregistered;
 - b) If the policyholder alienates or deregisters a vehicle within maximum one year as of the date a newly-acquired vehicle was insured, the bonus-malus class transfer for this vehicle may be made on the RCA contract's first renewal, based upon the history registered by the policyholder for both vehicles.
- (7) The bonus-malus class transfer shall be applied based upon the policyholder's written request, accompanied by documents on alienation or deregistration of the vehicle and procurement of the newly-acquired vehicle.
- (8) RCA insurers may take account of the driver or drivers' history when applying the bonus-malus system by using correction coefficients applied additionally to the bonus-malus system set out by this rule; these adjustment coefficients rely on the rate determination and shall be published as per requirements on rates publication laid down in Art. 9.

ARTICLE 33

Other facilities and penalties applicable

In order to set out the insurance premium upon concluding the RCA contract, parties may establish risk minimization measures by convention such as:

- a) Use of telematic- type technologies;
- b) Promotion of defensive management classes;
- c) Other measures.

ARTICLE 34

Direct settlement method

- (1) The RCA insurers shall, 60 days as of this rule's entry into force, enter into an agreement to regulate the economic and organisational relations on management of direct settlement manner and administrative setbacks.
- (2) The regulation agreement laid down in par. (1) shall consists at least of:

- a) Documents contained by the claim file with a view to recover compensation from the at-fault party's RCA insurer;
 - b) Communication modalities;
 - c) Deadlines for payment;
 - d) Manners of compensation and guarantee.
- (3) The injured party's RCA insurer shall advise the at-fault party's RCA insurer on the event occurrence within 3 days as of the claim file was opened.
- (4) The RCA insurer of the party liable for the event occurrence confirms the RCA contract's validity within 3 days as of request.
- (5) The direct settlement rates shall be calculated differently from the RCA premium tariff and shall be notified to A.S.F. 30 days as of the entry into force of this rule.
- (6) The RCA insurers notify A.S.F. on the intent to change the rates related to direct settlement, at least 60 days before the period where they are to be charged and notify A.S.F. the new rates at the latest 30 days before the date they are to take effect.

CHAPTER VII

Right of establishment and freedom to provide services

ARTICLE 35

Business on the Romanian territory

The insurers entitled to underwrite RCA insurance on the Romanian territory based upon the right of establishment and freedom to provide services conduct their business by complying with the provisions of this rule as well.

ARTICLE 36

Activity in the territory of or from other member states

- (1) The RCA insurers which notify A.S.F. on the intent to pursue the RCA insurance activity in the territory of other member states shall conduct their business by complying with the statutory provisions applicable in the respective member states.
- (2) The insurer whose registered office is in an European Union member state may underwrite RCA insurance on the Romanian territory by complying with the national legislation in force as at the date the origin member state competent authority sends confirmation to A.S.F. on receipt of notification on the intent to exercise the freedom to provide services or the right of establishment.

CHAPTER VIII

Document of placement in repair shop

ARTICLE 37

General provisions

- (1) The document of placement in a repair shop shall be issued by insurers, BAAR or FGA, under the legal limits of liability and competency, by the

damage ascertainment specialists, under the conditions laid down in Art. 79 par. (2) letter b), Art. 80 par. (2) and Art. 80¹ of Government Emergency Ordinance no. 195/2002 regarding public roads circulation, as subsequently amended.

(2) The statement of the facts set out under Art. 19 may replace the document of placement in repair shop, if the provisions of this chapter are complied with.

(3) Issue of the document set out under par. (1) is not the final technical note of damage ascertainment, nor is it an issuer's payment obligation, a fact which shall be mentioned in the document's content.

ARTICLE 38

Information included

The ascertainment document bears the insurer's name, BAAR or FGA and the single series formed of at least:

- a) Abbreviated sign of the County to have issued the document;
- b) Related claim file number.

ARTICLE 39

Issuance manner

(1) The ascertainment document is issued either directly, from own information system, or printed into two counterparts with the same legal value.

(2) The document set out under par. (1) is given a series as per own procedures, by complying with the provisions of Art. 38.

(3) The RCA, BAAR or FGA insurers shall issue the ascertainment document observing the unique nature of every event.

CHAPTER IX

Final provisions

ARTICLE 40

Final provisions

(1) The RCA insurers shall send the following information to aggrieved policyholders and third parties:

- a) Conditions on the RCA contract;
- b) The manner in which the premium rates have been set out on whose basis the offer was forwarded, with a view to subscribing the RCA insurance, upon their request;
- c) Claim settlement procedure.

(2) A.S.F. shall prepare and publish on its own website recommendations with regard to the activity carried out, which RCA insurers then bring into line with their own written policies and internal procedures or send to A.S.F., until the date set out in such recommendations, the reasoned refusal to enforce them.

(3) The advisory body for permanent dialogue in the field of protection of consumers of financial non-banking services pertaining to A.S.F., along with

representatives of other interested authorities or associations, may submit specific situations or matters identified for debate with regard to the RCA insurance with a view to preparing propositions to submit to A.S.F. or to parties involved.

TITLE II

Other provisions concerning motor vehicle insurance

CHAPTER X

Amicable accident report

ARTICLE 41

General provisions

- (1) Registration of damage for events involving two insured vehicles, which have caused only damage to property, may also be made based upon the “Amicable accident report” form.
- (2) Completion and signature of the “Amicable accident report” form is the description of a multitude of elements and facts contributing to the claim files settlement, and it is not driver’s recognition of liability.
- (3) The “Amicable accident report” form may be submitted to insurers without the traffic police needing to draw-up ascertainment documents, only if it is filled in and signed by both drivers of the vehicles involved in the accident.
- (4) If one of the vehicles is stationary or parked, the form may also be completed by its owner or user.
- (5) The RCA insurers shall determine the right to compensations by complying with the contractual conditions and other legal provisions in force.

ARTICLE 42

Scope

The “Amicable accident report” form may be used in Romania irrespective of where the accident occurs.

ARTICLE 43

Format and content

- (1) The “Amicable accident report” form comprises two carbonless paper pages, both with the same legal value, in accordance with Annex no. 7 and its instructions for use, as set forth in Annex no. 8.
- (2) The “Amicable accident report” form contains information about:
 - a) Date and place of the accident;
 - b) Contact data for the drivers involved;
 - c) Data of the vehicle owners involved;
 - d) Data of the vehicles involved and their insurers;
 - e) Circumstances of the accident.

ARTICLE 44

Insurer's obligations

(1) The RCA insurers shall print and disseminate the "Amicable accident report" form among their policyholders without affixing their corporate name or logo thereto.

(2) The RCA insurers shall establish a communication channel whereby policyholders and vehicle drivers may request information in connection with the investigation of damages caused to the vehicles by traffic accidents covered by the RCA contracts.

(3) Access to the communication channel set out under par. (2) is made available to policyholders upon conclusion of the RCA contract or during its carry out.

(4) The RCA insurer shall, upon request from policyholders or drivers, communicate information with regard to:

- a)** Rights and obligations incumbent upon them based upon the legislation applicable to the place the event occurred;
- b)** How to fill in the "Amicable accident report" form;
- c)** Procedures policyholders go over with a view to having their insured vehicle repaired and how the claim is investigated;
- d)** Other information, with a view to amicably settle the case.

ARTICLE 45

Final provisions

(1) It is prohibited to guide parties involved in an accident to have the traffic police formalise the accident if the "Amicable accident report" form is used by observing the legal provisions in force.

(2) If the "Amicable accident report" form is used by infringing upon the legal provisions set out by Art. 41 par. (1), guiding parties to have the accident formalized by the traffic police is carried out using a supporting document.

TITLE III

Final provisions

ARTICLE 46

Final provisions

(1) Annexes 1-10 are integral part of this rule.

(2) Should the RCA insurers and insurance intermediaries fail to comply with the provisions of this rule, they shall be punishable under the conditions and as per the provisions of chapter X of Law no. 132/2017, as well as Art. 163 of Law no. 237/2015, as subsequently amended.

(3) Failure to comply with the provisions of this rule by BAAR shall be penalized under the conditions and as per the provisions of chapter X of Law no. 132/2017.

ARTICLE 47

Entry into force

(1) This rule shall be published in the Official Journal of Romania, Part I and it enters into force on its publication date.

(2) The provisions of Art. 7 par. (1) letters d) – h), Art. 17 par. (1) letters i) – k) and Art. 32 par. (8) shall apply as of the date the compulsory motor civil liability insurance database concluded on the Romanian territory is operational within BAAR in order to fulfil its development and management duties.

ARTICLE 48

Repeal

The Rule issued by the Financial Supervisory Authority no. 29/2016 on motor vehicle insurance in Romania, published in the Official Journal of Romania, Part I, no. 986 of 8 December 2016, as subsequently amended and supplemented is hereby repealed.

for the President of the Financial Supervisory Authority,
Ovidiu Răzvan Wlassopol

Bucharest, July 27th, 2017.

No 20.

ANNEX no. 1

RCA INSURANCE PREMIUMS

Crt. no.	Indicator's name	Reporting quarter		
		Natural persons	Legal persons	Total
1.	Number of contracts in force at the end of the reporting quarter ¹⁾ , out of which:			
	valid for one month			
	valid for 2 months			
	valid for 3 months			
	valid for 4 months			
	valid for 5 months			
	valid for 6 months			
	valid for 7 months			
	valid for 8 months			
	valid for 9 months			
	valid for 10 months			
	valid for 11 months			

	valid for 12 months			
2.	Number of contracts concluded in the reporting ²⁾ financial year , out of which:			
	valid for one month			
	valid for 2 months			
	valid for 3 months			
	valid for 4 months			
	valid for 5 months			
	valid for 6 months			
	valid for 7 months			
	valid for 8 months			
	valid for 9 months			
	valid for 10 months			
	valid for 11 months			
	valid for 12 months			
3.	Gross premiums written ³⁾ : - Lei -			
4.	Gross premiums subscribed ⁴⁾ , out of which: - Lei -			
	valid for one month			
	valid for 2 months			
	valid for 3 months			
	valid for 4 months			
	valid for 5 months			
	valid for 6 months			
	valid for 7 months			
	valid for 8 months			
	valid for 9 months			
	valid for 10 months			
	valid for 11 months			
	valid for 12 months			
5.	Outgoing or outward reinsurance premiums, out of which:			
	- on the internal market- Lei -			
	- on the external market - Lei -			
6.	Net written premiums: - Lei -			
7.	Gross premium reserve: - Lei -			
8.	Net premium reserve: - Lei -			
9.	Commissions collected for outgoing or outward reinsurance: - Lei -			
10.	Recovery ⁵⁾ : - Lei -			

- 1) Row "Number of contracts in force" shall be filled in by information on the number of policies underwritten both during the current financial year, and the previous one, valid on the final day of the reporting quarter relating to the current financial year.
- 2) Row "Number of contracts concluded" shall be filled in by information on the aggregate number of policies concluded, whose entry into force date is between 1 January of the current financial year and final day of the reporting quarter.
- 3) Row "Gross premiums written" shall be filled in by the accumulate volume of premiums written during the reporting period.
- 4) Row "Gross premiums subscribed" shall be filled in by the accumulated volume of premiums subscribed for policies whose validity date ranges between 1 January of the current financial year and the final day of the reporting quarter (relating to the contracts set out under point 2), out of which the cancelled premiums are deduced.
- 5) Row "Recovery" shall be filled in by information on the volume of sums recovered as per the provisions of Art. 25 of Law no. 132/2017 on the compulsory motor civil liability insurance for damage to third parties caused by vehicle and tram accidents.

Authorized signature

.....
(insurer's stamp)

RCA INSURANCE PREMIUMS- NATURAL PERSONS

Vehicle type		Number of contracts in force at the end of the reporting quarter ¹⁾ , out of which:												
		Total	out of which:											
			valid for one month	valid for 2 months	valid for 3 months	valid for 4 months	valid for 5 months	valid for 6 months	valid for 7 months	valid for 8 months	valid for 9 months	valid for 10 months	valid for 11 months	valid for 12 months
Registered	Passenger cars (including off-road vehicles and mixed motor vehicles with a maximum authorised mass not exceeding 3,5 t)													
	Motor vehicles for the transport of persons													
	Motor vehicles intended for the carriage of goods													
	Trailers/ semitrailers													
	Agricultural/ forestry tractors													
	Motorcycles, motoscutterns, mopeds and ATVs with or without side-cars													
	Other													
Recorded														

Number of contracts concluded in the reporting financial year ²⁾ , out of which:												
Total	out of which:											
	valid for one month	valid for 2 months	valid for 3 months	valid for 4 months	valid for 5 months	valid for 6 months	valid for 7 months	valid for 28months	valid for 9 months	valid for 10 months	valid for 11 months	valid for 12 months

Gross premiums written ³⁾ : - Lei -	Gross premiums subscribed ⁴⁾ , out of which: - Lei -												
	Total	out of which:											
		Valid for one month	valid for 2 months	valid for 3 months	valid for 4 months	valid for 5 months	valid for 6 months	valid for 7 months	valid for 8 months	valid for 9 months	valid for 10 months	valid for 11 months	valid for 12 months

- 1) Row "Number of contracts in force" shall be filled in by information on the number of policies underwritten both during the current financial year, and the previous one, valid on the final day of the reporting quarter relating to the current financial year.
- 2) Row "Number of contracts concluded" shall be filled in by information on the aggregate number of policies concluded, whose entry into force date is between 1 January of the current financial year and final day of the reporting quarter.
- 3) Row "Gross premiums written" shall be filled in by the accumulate volume of premiums written during the reporting period.
- 4) Row "Gross premiums subscribed" shall be filled in by the accumulated volume of premiums subscribed for policies whose validity date ranges between 1 January of the current financial year and the final day of the reporting quarter (relating to the contracts set out under point 2), out of which the cancelled premiums are deduced.

Authorized signature

 (insurer's stamp)

RCA INSURANCE PREMIUMS- LEGAL PERSONS

Vehicle type		Number of contracts in force at the end of the reporting quarter ¹), out of which:																					
		Total	out of which:																				
			valid for one month	valid for 2 months	valid for 3 months	valid for 4 months	valid for 5 months	valid for 6 months	valid for 7 months	valid for 8 months	valid for 9 months	valid for 10 months	valid for 11 months	valid for 12 months									
Registered	Passenger cars (including off-road vehicles and mixed motor vehicles with a maximum authorised mass not exceeding 3,5 t)																						

Motor vehicles for the transport of persons													
Motor vehicles intended for the carriage of goods													
Trailers/ semitrailers													
Agricultural/ forestry tractors													
Motorcycles, motoscuterrers, mopeds and ATVs with or without side-cars													
Other													
Recorded													

Number of contracts concluded in the reporting financial year ²), out of which:												
Total	out of which:											
	valid for one month	valid for 2 months	valid for 3 months	valid for 4 months	valid for 5 months	valid for 6 months	valid for 7 months	valid for 28months	valid for 9 months	valid for 10 months	valid for 11 months	valid for 12 months

--	--	--	--	--	--	--	--	--	--	--	--	--	--

Gross premiums written ³⁾ : - Lei -	Gross premiums subscribed ⁴⁾ , out of which: - Lei -												
	Total	out of which:											
		Valid for one month	valid for 2 months	valid for 3 months	valid for 4 months	valid for 5 months	valid for 6 months	valid for 7 months	valid for 8 months	valid for 9 months	valid for 10 months	valid for 11 months	valid for 12 months

- 1) Row "Number of contracts in force" shall be filled in by information on the number of policies underwritten both during the current financial year, and the previous one, valid on the final day of the reporting quarter relating to the current financial year.
- 2) Row "Number of contracts concluded" shall be filled in by information on the aggregate number of policies concluded, whose entry into force date is between 1 January of the current financial year and final day of the reporting quarter.
- 3) Row "Gross premiums written" shall be filled in by the accumulate volume of premiums written during the reporting period.
- 4) Row "Gross premiums subscribed" shall be filled in by the accumulated volume of premiums subscribed for policies whose validity date ranges between 1 January of the current financial year and the final day of the reporting quarter (relating to the contracts set out under point 2), out of which the cancelled premiums are deduced.

Authorized signature

 (Insurer's stamp)

ANNEX no. 2**RCA COMPENSATIONS****a) Compensations for accidents occurred in Romania:**

Crt. no.	Indicator's name	Natural persons				Legal persons			
		year in progress ⁷⁾		previous years ⁸⁾		year in progress ⁷⁾		previous years ⁸⁾	
		VC	DM	VC	DM	VC	DM	VC	DM
1.	Number of claim files approved ¹⁾ :								
2.	Number of claim files paid ²⁾ :								
3.	Gross compensations paid ³⁾ , out of which: - Lei -								
	- out of which outgoing or outward reinsurance premiums : - lei -								
	Net compensations paid: - lei -								
4.	Number of unsettled claim files ¹⁾ :								
5.	Gross registered damage reserve ⁵⁾ , out of which: - lei -								
	- outgoing or outward reinsurance premiums: - lei -								
	Net registered damage reserve: - lei -								
6.	Gross damage reserve for unapproved claims ⁶⁾ : out of which : - lei -								
	- outgoing or outward reinsurance premiums - lei -								
	Net damage reserve for unapproved claims – lei-								

c) Compensations for accidents occurred outside the Romanian territory

Crt. no.	Indicator's name	Natural persons				Legal persons			
		year in progress ⁷⁾		previous years ⁸⁾		year in progress ⁷⁾		previous years ⁸⁾	
		VC	DM	VC	DM	VC	DM	VC	DM
1.	Number of claim files approved ¹⁾ :								
2.	Number of claim files paid ²⁾ :								
3.	Gross compensations paid ³⁾ , out of which: - Lei -								
	- out of which outgoing or outward reinsurance premiums : - lei -								
	Net compensations paid: - lei -								
4.	Number of unsettled claim files ¹⁾ :								
5.	Gross approved damage reserve ⁵⁾ , out of which: - lei -								
	- outgoing or outward reinsurance premiums: - lei -								

	Net registered damage reserve: - lei -												
6.	Gross damage reserve for unapproved claims ⁶⁾ : out of which : - lei -												
	- outgoing or outward reinsurance premiums - lei -												
	Net damage reserve for unapproved claims – lei-												

- 1) Row "Number of claim files approved" shall be filled in by information on the number of claim files approved during the reporting period*.
 - 2) Row "Number of claim files paid" shall be filled in by information on the number of claim files paid by the insurer during the reporting period*, irrespective of the claim file's approval date.
 - 3) Row "Gross compensations paid" shall be filled in by information on the aggregate amount of compensations paid during the reporting period", relating to the claim files under note 2.
 - 4) Row "Number of unsettled claim files" shall be filled in by information on the number of unsettled claim files until the end of the reporting quarter (in stock), irrespective of the claim file's approval date.
 - 5) Row "Gross approved damage reserve" shall be filled in by information on the aggregate amount of the gross damage reserve relating to the claim files in stock at the end of the reporting quarter – mentioned under note 4.
 - 6) Row "Gross damage reserve for unapproved claims" is the gross damage reserve for claims that were submitted, but not approved.
 - 7) Column "year in progress" shall be filled in by information on the claim files opened in consequence of events occurred during the reporting period*.
 - 8) Column "previous years" shall be filled in by information on the claim files opened in consequence of events occurred in the previous years, i.e. until 31 December of the financial year prior to the one in progress.
- * Reporting period – period as of 1 January of the financial year in progress until the end of the reference month.

Damages for natural persons registered- recorded

Crt. no.	Vehicle type	Number of claim files approved ¹⁾				Number of claim files paid ²⁾				Gross compensations paid ³⁾			
		previous years ⁸⁾		year in progress ⁷⁾		previous years ⁸⁾		year in progress ⁷⁾		previous years ⁸⁾		year in progress ⁷⁾	
		VC	DM	VC	DM	VC	DM	VC	DM	VC	DM	VC	DM
1	Registered	Passenger cars (including off-road vehicles and mixed motor vehicles with a maximum authorised mass not exceeding 3,5 t)											
2		Motor vehicles for the transport of persons											
3		Motor vehicles intended for the carriage of goods											
4		Trailers/ Semitrailers											
5		Agricultural/ forestry tractors											

6	Motorcycles, motoscuterrers, mopeds and ATVs with or without side-cars																			
7	Other																			
8	Registered																			

Number of unsettled claim files ⁴⁾				Gross approved damage reserve ⁵⁾				Gross damage reserve for unapproved claims ⁶⁾			
previous years ⁸⁾		year in progress ⁷⁾		previous years ⁸⁾		year in progress ⁷⁾		previous years ⁸⁾			
VC	DM	VC	DM	VC	DM	VC	DM	VC	DM		

- 1) Row "Number of claim files approved" shall be filled in by information on the number of claim files approved during the reporting period*.
 - 2) Row "Number of claim files paid" shall be filled in by information on the number of claim files paid by the insurer during the reporting period*, irrespective of the claim file's approval date.
 - 3) Row "Gross compensations paid" shall be filled in by information on the aggregate amount of compensations paid during the reporting period", relating to the claim files under note 2.
 - 4) Row "Number of unsettled claim files" shall be filled in by information on the number of unsettled claim files until the end of the reporting quarter (in stock), irrespective of the claim file's approval date.
 - 5) Row "Gross approved damage reserve" shall be filled in by information on the aggregate amount of the gross damage reserve relating to the claim files in stock at the end of the reporting quarter – mentioned under note 4.
 - 6) Row "Gross damage reserve for unapproved claims" is the gross damage reserve for claims that were submitted, but not approved.
 - 7) Column "year in progress" shall be filled in by information on the claim files opened in consequence of events occurred during the reporting period*.
 - 8) Column "previous years" shall be filled in by information on the claim files opened in consequence of events occurred in the previous years, i.e. until 31 December of the financial year prior to the one in progress.
- * Reporting period – period as of 1 January of the financial year in progress until the end of the reference month.

Damages for legal persons registered- recorded

Crt. no.	Vehicle type		Number of claim files approved ¹⁾				Number of claim files paid ²⁾				Gross compensations paid ³⁾ (Lei)			
			previous years ⁸⁾		year in progress ⁷⁾		previous years ⁸⁾		year in progress ⁷⁾		previous years ⁸⁾		year in progress ⁷⁾	
			VC	DM	VC	DM	VC	DM	VC	DM	VC	DM	VC	DM
1	Registered	Passenger cars (including off-road vehicles and mixed motor vehicles with a maximum authorised mass not exceeding 3,5 t)												
2		Motor vehicles for the transport of persons												
3		Motor vehicles intended for the carriage of goods												
4		Trailers/ Semitrailers												
5		Agricultural/ forestry tractors												
6		Motorcycles, motoscutterns, mopeds and ATVs with or without side-cars												
7		Other												
8		Registered												

Number of unsettled claim files ⁴⁾				Gross approved damage reserve ⁵⁾				Gross damage reserve for unapproved claims ⁶⁾ lei			
previous years ⁸⁾		year in progress ⁷⁾		previous years ⁸⁾		year in progress ⁷⁾		previous years ⁸⁾			
VC	DM	VC	DM	VC	DM	VC	DM	VC	DM		

- 1) Row "Number of claim files approved" shall be filled in by information on the number of claim files approved during the reporting period*.
- 2) Row "Number of claim files paid" shall be filled in by information on the number of claim files paid by the insurer during the reporting period*, irrespective of the claim file's approval date.
- 3) Row "Gross compensations paid" shall be filled in by information on the aggregate amount of compensations paid during the reporting period", relating to the claim files under note 2.
- 4) Row "Number of unsettled claim files" shall be filled in by information on the number of unsettled claim files until the end of the reporting quarter (in stock), irrespective of the claim file's approval date.
- 5) Row "Gross approved damage reserve" shall be filled in by information on the aggregate amount of the gross damage reserve relating to the claim files in stock at the end of the reporting quarter – mentioned under note 4.

6) Row "Gross damage reserve for unapproved claims" is the gross damage reserve for claims that were submitted, but not approved.

7) Column "year in progress" shall be filled in by information on the claim files opened in consequence of events occurred during the reporting period*.

8) Column "previous years" shall be filled in by information on the claim files opened in consequence of events occurred in the previous years, i.e. until 31 December of the financial year prior to the one in progress.

* Reporting period – period as of 1 January of the financial year in progress until the end of the reference month.

ANNEX no. 3

Costs for the RCA insurance, other than compensations

- Lei -

Crt. no.	Indicator name	
1.	Commissions paid, out of which:	
	- for the take-out activity, out of which:	
	direct sale	
	sale through intermediaries	
	- reinsurance receipt	
2.	Administrative expenses	
3.	Reinsurance expenses	
4.	Contributions to the RCA, insurance out of which:	
	- Street Victims Protection Fund and i BAAR	
	- RCA percentage share	
	- guarantee and resolution fund	
	- operating fee	
5.	Other costs relating to the RCA portfolio	
Crt. no.	Indicator's name	% commercial premium
1.	Average commercial discount granted	

ANNEX no. 4

Compensations for bodily injuries and death

a) Compensations for bodily injuries and death for accidents occurred in Romania

Crt. no.	Indicator's name	Settled amicably		settled in court		Total	
		Files no.	Amount (Lei)	Files no.	Amount (Lei)	Files no.	Amount (Lei)
1.	Compensations paid, out of which:						
	Quantifiable compensations						
	Non-pecuniary loss						
	out of which for:						
	Motor vehicles (including off-road vehicles and mixed motor vehicles with a maximum authorised mass not exceeding 3,5 t)						
	Motor vehicles for the transport of persons						
	Motor vehicles intended for the carriage of goods						
	Trailers/ semitrailers						
	Agricultural/ forestry tractors						
	Motorcycles, motoscutterrs, mopeds and ATVs with or without side-cars						
Other							
2.	Approved damage reserve, out of which:						
	Quantifiable damages						
	Non-pecuniary loss						
	out of which for:						
	Motor vehicles (including off-road vehicles and mixed motor vehicles with a maximum authorised mass not exceeding 3,5 t)						
	Motor vehicles for the transport of persons						
	Motor vehicles intended for the carriage of goods						
	Trailers/ Semitrailers						
	Agricultural/ forestry tractors						
	Motorcycles, motoscutterrs, mopeds and ATVs with or without side-cars						
Other							

b) Compensations for bodily injuries and death for accidents occurred outside Romania

Crt. no.	Indicator's name	Settled amicably		settled in court		Total	
		Files no.	Amount (Lei)	Files no.	Amount (Lei)	Files no.	Amount (Lei)
1.	Compensations paid, out of which:						

	Quantifiable compensations						
	Non-pecuniary loss						
	out of which for:						
	Motor vehicles (including off-road vehicles and mixed motor vehicles with a maximum authorised mass not exceeding 3,5 t)						
	Motor vehicles for the transport of persons						
	Motor vehicles intended for the carriage of goods						
	Trailers/ semitrailers						
	Agricultural/ forestry tractors						
	Motorcycles, motoscutterrs, mopeds and ATVs with or without side-cars						
	Other						
2.	Approved damage reserve, out of which:						
	Quantifiable damages						
	Non-pecuniary loss						
	out of which for:						
	Motor vehicles (including off-road vehicles and mixed motor vehicles with a maximum authorised mass not exceeding 3,5 t)						
	Motor vehicles for the transport of persons						
	Motor vehicles intended for the carriage of goods						
	Trailers/ Semitrailers						
	Agricultural/ forestry tractors						
	Motorcycles, motoscutterrs, mopeds and ATVs with or without side-cars						
Other							

ANNEX no. 5

Table comprising the coefficients related to bonus-malus classes

<i>Bonus-malus class</i>	Coefficient applied on the insurance premium %
B8	50

B7	60
B6	70
B5	75
B4	80
B3	85
B2	90
B1	95
B0	100
M1	110
M2	120
M3	130
M4	140
M5	150
M6	165
M7	170
M8	180

ANENEX no. 6



ORIGINAL

1. CARTE INTERNAȚIONALĂ DE ASIGURARE PENTRU AUTOVEHICULE 1. INTERNATIONAL MOTOR INSURANCE CARD 1. CARTE INTERNATIONALE D'ASSURANCE AUTOMOBILE		2. EMISĂ SUB AUTORITATEA: 2. ISSUED UNDER THE AUTHORITY OF: BIROUL ASIGURĂTORILOR DE AUTOVEHICULE DIN ROMÂNIA (B.A.A.R.)								
3. VALABILITATE - VALID DE LA - FROM PÂNĂ LA - TO Day - Day Luna - Month Anul - Year Day - Day Luna - Month Anul - Year (Please insert date indicators - Sort Dates Indicators)		4. Codul țării / Codul asigurătorului / Mărcii Country Code / Insurer's Code / Mark RO/00/								
5. Nr. înmatriculare / înregistrare (sau în lipsă) n. de identificare Registration No. (or if none) Chassis or Engine No.		6. Categorie vehiculul * Category of Vehicle *	7. Marca vehiculului Make of Vehicle							
8. VALABILITATEA TERITORIALĂ Această carte este valabilă în țările în care căsuța corespunzătoare de mai jos nu este bătută (pentru mai multe informații, vă rugăm să accesați www.coiba.org). În fiecare țară vizitată, Biroul acelei țări garantează acoperirea prin asigurare pentru prejudiciul cauzat prin utilizarea vehiculului menționat mai sus, în conformitate cu legea din acea țară privind asigurarea obligatorie. Pentru identificarea Biroului relevant, vă rugăm să verificați verso-ul cărții.										
A	B	BG	CY ⁽¹⁾	CZ	D	DK	E	EST	F	FIN
GB	GR	H	HR	I	IRL	IS	L	LT	LV	M
N	NL	P	PL	RO	S	SK	SLO	CH	AL	AND
AZ ⁽²⁾	BIH	BY	IL	IR	MA	MD	MK	MNE	RUS	SRB ⁽³⁾
TN	TR	UA								
(1) Răspunderea asigurătorului, prevăzută în documentele de asigurare eliberate pentru Cipru, este limitată la aria geografică a acestui stat care este sub controlul Guvernului Republicii Cipru. (2) Răspunderea asigurătorului, prevăzută în documentele de asigurare eliberate pentru Azerbaidjan, este limitată la aria geografică a acestui stat care este sub controlul Guvernului Republicii Azerbaidjan. (3) Răspunderea asigurătorului, prevăzută în documentele de asigurare eliberate pentru Serbia, este limitată la aria geografică a acestui stat, care este sub controlul Guvernului Republicii Serbia.										

9. Numele și adresa asigurătorului (sau a utilizatorului vehiculului) Name and Address of the Policyholder (or User of the vehicle)	
10. Această carte a fost emisă de: This Card has been issued by:	11. Semnătura asigurătorului Signature of Insurer

Informații utile (opțional pentru state naționale și indice informații suplimentare)

* Codul categoriilor de vehicule:

A Autoturism C Autocamion sau Tractor E Autobuz G Altele
 B Motocicleta/Moped D Bicicleta cu motor F Remorcă



C O P I E

1. CARTE INTERNAȚIONALĂ DE ASIGURARE PENTRU AUTOVEHICULE 1. INTERNATIONAL MOTOR INSURANCE CARD 1. CARTE INTERNATIONALE D'ASSURANCE AUTOMOBILE		2. EMISĂ SUB AUTORITATEA: 2. ISSUED UNDER THE AUTHORITY OF: BIROUL ASIGURĂTORILOR DE AUTOVEHICULE DIN ROMÂNIA (B.A.A.R.)								
3. VALABILITATE - VALID DE LA - FROM PÂNĂ LA - TO Zis - Day Luni - Month Anul - Year Zis - Day Luni - Month Anul - Year (Please state date in full - both Dates in full)		4. Codul țării / Codul asiguratorului / Numărul Country Code / Insurer's Code / Number RO/00/								
5. Nr. înmatriculare / Înregistrare (sau în lipsă) n. de identificare Registration No. (or if none) Chassis or Engine No.		6. Categorie vehiculul * Category of Vehicle *	7. Marca vehiculului Make of Vehicle							
5. VALABILITATEA TERITORIALĂ Această carte este valabilă în țările în care căsuța corespunzătoare de mai jos nu este bătută (pentru mai multe informații, vă rugăm să accesați www.cobor.org). În fiecare țară vizitată, Biroul a ceea țară garantează acoperirea prin asigurare pentru prejudiciul cauzat prin utilizarea vehiculului menționat mai sus, în conformitate cu legea din acea țară privind asigurarea obligatorie. Pentru identificarea Biroului relevant, vă rugăm să verificați verso-ul cărții.										
A	B	BG	CY ⁽¹⁾	CZ	D	DK	E	EST	F	FIN
GB	GR	H	HR	I	IRL	IS	L	LT	LV	M
N	NL	P	PL	RO	S	SK	SLO	CH	AL	AND
AZ ⁽²⁾	BIH	BY	IL	IR	MA	MD	MK	MNE	RUS	SRB ⁽³⁾
TN	TR	UA								
(1) Răspunderea asiguratorului, prevăzută în documentele de asigurare eliberate pentru Cipru, este limitată la aria geografică a acestui stat care este sub controlul Guvernului Republicii Cipru. (2) Răspunderea asiguratorului, prevăzută în documentele de asigurare eliberate pentru Azerbaidjan, este limitată la aria geografică a acestui stat care este sub controlul Guvernului Republicii Azerbaidjan. (3) Răspunderea asiguratorului, prevăzută în documentele de asigurare eliberate pentru Serbia, este limitată la aria geografică a acestui stat, care este sub controlul Guvernului Republicii Serbia.										

9. Numele și adresa asiguratului (sau a utilizatorului vehiculului) Name and Address of the Policyholder (or User of the vehicle)	
10. Această carte a fost eliberată de: This Card has been issued by:	11. Semnătura asiguratorului Signature of Insurer

Informații utile (opțional pentru state naționale și indicații informații suplimentare)

* Codul categoriilor de vehicule:

A	Autoturism	C	Autocamion sau Tractor	E	Autobuz	G	Altele
B	Motocicletă/Moped	D	Bicicletă cu motor	F	Remorcă		

NOTĂ PENTRU ASIGURAT

În ceea ce privește (a) eventualele daune la vehiculul asigurat, indiferent de modalitatea de producere a accidentului, (b) vătămările corporale care nu sunt acoperite conform legislației privind asigurarea de răspundere civilă obligatorie din țara în care a avut loc accidentul, (c) reînnoirea unei Carte Verde a cărui validitate a expirat, și/sau din țara vizată nu trebuie să fie contactat, ci se va contacta direct asiguratorul, dacă nu există alte instrucțiuni din partea asiguratorului.

NOTE TO THE INSURED

In regard to (a) damage to the insured vehicle, however caused; (b) personal injuries not covered by the Compulsory Third Party Insurance Law in force in the country of accident; (c) renewal of a card the validity of which has expired; the Bureau of the country visited should not be approached but notification should be given (unless otherwise instructed by the Insurer) direct to the Insurer.

DENUMIRILE ȘI ADRESELE BIROURILOR

A AUSTRIA	VERBAND DER VERSICHERUNGSGESAMTHEITEN ÖSTERREICHS, Schwabengasse 7, Postfach 348, A-1030 WIEN, ☎ (43) (1) 711 900	IRL IRELAND	MOTOR INSURERS' BUREAU OF IRELAND, 3 Harbourmaster Place, IFSC, DUBLIN 1, ☎ (353) (1) 878 9944
AL ALBANIA	DRESHI BYROJA SHIPTARE E SIGURIMIT, Rruga "Dëshmorët", Pall. Dëshmorët, Kullina, TIRANA, ☎ (355) (4) 224 033	IS ICELAND	ALHJÓBLEGAR BÍFÉRBÁTRYGGINGAR Á ÍSLANDI, Borgartún 35, 105 REYKJAVÍK, ☎ (354) 588 5082
AND ANDORRA	OFICINA ANDORRANA IDENTIFY'S DASIS GARANÇIA D'AUTOMÓBIL, c/o Maria Pla, 30, 3r. 3a, 03000 ANDORRA LA VELLA, ☎ (376) 88 30 17	L LUXEMBOURG	BUREAU LUXEMBOURG DES SOCIÉTÉS ASSURATRICES, 12, rue Croixes, L-1448 LUXEMBOURG, ☎ (352) 45 73 04
AZ AZERBAIJAN	COMPULSORY INSURANCE BUREAU, SAT PLAZA, 18th Floor, Dasha Sahangli Street 130, BAKU, AZ1009, ☎ (994) (2) 585 30 22	LT LITHUANIA	MOTOR INSURERS' BUREAU OF THE REPUBLIC OF LITHUANIA, Algeje 38, LT-08008 VILNIUS, ☎ (370) 5 218 20 80
B BELGIUM	BUREAU DES SOCIÉTÉS ASSURATRICES AUTOMOBILES, Rue de la Charité 33 Box 2, BC-1210 BRUXELLES, ☎ (32) (2) 297 18 11	LV LATVIA	LATVIAN TRANSPORT LIABILITY INSURANCE BUREAU (Motor Insurers Bureau of Latvia), 3 Lomonosova Street, Rīga, LV-1010, ☎ (371) 87 14 300
BG BULGARIA	NATIONAL BUREAU OF BULGARIAN MOTOR INSURERS, 2, Graf Ignatiev Str. Box 2, SOFIA 1000, ☎ (359) (2) 985 11 53	M MALTA	MALTA GREEN CARD BUREAU, 45/4, St Paul's Buildings, Vineri Street, VALLETTA, VT-1532, ☎ (356) (2) 238 351, (356) 28 232 949
BH BOSNIA AND HERZEGOVINA	3-RO ZELENE KARTE U BOSNI I HERCEGOVINI, Genšića Naskova 7, 71000 SARAJEVO, ☎ (387) (61) 503 144	MA MOROCCO	BUREAU CENTRAL MAROCAIN DES SOCIÉTÉS ASSURATRICES, 104, Bd. d'Anfa, 01 - CASABLANCA 20000, ☎ (212) (522) 30 18 87, (212) (522) 30 19 89
BY BELARUS	BELOARUSIAN TRANSPORT INSURANCE BUREAU, Pylskaya str. 29 70, 220002 MINSK, ☎ (375) (47) 299 85 25	MD MOLDOVA	NATIONAL BUREAU OF MOTOR INSURERS OF MOLDOVA (NEMIM), 16 Kogălniceanu str., 2001 CHIȘINĂU, ☎ (373) 22 221 870
CH SWITZERLAND	NATIONALES VERSICHERUNGSVERBAND SCHWEIZ (NVS) SWISS NATIONAL BUREAU OF INSURANCE (NBS), P.O. Box, CH-9005 Zuchwil, ☎ (41) (04) 028 05 19, Secretariat / H 24) 028 99 30, Claims ☎ (351) (2) 785 915 or 784 907	ME MONTENEGRO	NATIONAL INSURANCE BUREAU, "Miroslav Tišović Galagier" str., no 23/1 ZHOPJE, ☎ (382) (2) 3130 112
CY CYPRUS	MOTOR INSURERS' BUREAU, 22 Zeynep Sokak Str., P.O. Box 22505, 1016 NICOSIA, ☎ (357) (2) 785 915 or 784 907	MN MONTENEGRO	ASSOCIATION / NATIONAL BUREAU OF MONTENEGRO INSURERS, PC Europa, Svetozara Kara Đorđević 3/1, 81000 PPOĐGORICA, ☎ (382) 20 243 440
CZ CZECH REP.	ČESNÁ KANCELAR POKRYTÍ TELI, Na Příkopě 1724/23, 140 08 PRAHA 4, ☎ (42) (2) 21 473 900	NI NETHERLANDS	TRAFFIKFÖRSÄKRINGSFÖRENINGEN, Heringska Gatan 2, Postboks 2001 SWE, 0202 OSLO, ☎ (47) 21 28 42 00
D GERMANY	DEUTSCHES BÜRO GRÜNE KARTE e.V., Wilhelmstrasse 43/45, D-10117 BERLIN, ☎ (49) (30) 2033 4707	PL POLAND	NEDELANDS BUREAU BIJ MOTORFACHTVERZEKERWAARS, Handelshoofd 40/44, 2200 SA N. HAVRE, 24, ☎ (31) (70) 3406 240
DK DENMARK	DANSK FÖRENING FÖR INTERNATIONALT MOTORFÖRSÄKRINGSÄRBEJDE, Pilegårds Allé 1, DK-2300 HELLERUP, ☎ (45) 47 01 01 01	P PORTUGAL	SUS REPERPORTUGUÊS DE CARTA VERDE GPCV, Rua Rodrigo de Figueira no.47 P, 1250 160 LISBOA, ☎ (351) (21) 334 070102
E SPAIN	OFICINA ESPAÑOLA DE ASEGURADORES DE AUTOMÓVILES, Sagunto 88, 28004 MADRID, ☎ (34) (91) 449 23 59	RO ROMANIA	POLEISH MOTOR INSURERS' BUREAU, ul. Szablicka 14, PL-00 580 WARSZAWA, ☎ (48) (22) 308 48 33
EE ESTONIA	ESTI LIIKLASKINDLUSTUSE FOND, Mäealme tee 40, 10021 TALLINN, ☎ (372) 667 3500	R RUSIA	BUREAU ASSURATEUR DE AUTOMOBILES DE ROMANIE (RAAR), 43-4306 Valde Lator Street, 2 BUCHAREST, 0608 025032, ☎ (40) (21) 899 13 92, (40) (21) 918 13 03
F FRANCE	BUREAU CENTRAL FRANÇAIS, 1, rue Arles Lettres, 75003 PARIS 3 Cedex 08, ☎ (33) (1) 55 21 50 00	RUS RUSSIA	RUSSIAN ASSOCIATION OF MOTOR INSURERS, 27 1st Fl., Leningradskaya str., 115083 MOSCOW, Secretariat ☎ (7) (495) 771 89 47, Fax claims ☎ (7) (495) 661 27 87
FI FINLAND	LIKENMÄNKÄLÄTUSKESKUS, Haninkatu 4, FIN-00180 HELSINKI, ☎ (358) (9) 464 00 00	S SWEDEN	TRAFIKFÖRSÄKRINGSFÖRENINGEN GCM, Katarinens 138, STOCKHOLM / Box 24035, SE-104 33 STOCKHOLM, ☎ (46) (8) 122 782 00
GB UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND	MOTOR INSURERS' BUREAU OF GREAT BRITAIN AND NORTHERN IRELAND, Laird Wood House, 8-12 Copthall Drive, Laird Wood, MILTON KEYNES MK14 4ET, ☎ (44) (1800) 903 028	SRB SERBIA	UDRUŽENJE OSIGURAVACA SRBIJE, Miletića Popovića Str.1, 11000 BEL GRADE, ☎ (381) (11) 2627 050
GR GREECE	MOTOR INSURERS' BUREAU OF GREECE, 9 Xanthopoulos Street, ATHENS, 105 57, ☎ (30) (210) 32 23 324 or 32 38 860	SK SLOVAK REP.	SLOVENSKÁ KANCELÁRIA POISTOVŤOVTEL'OV, Trnavaská cesta 62, 820 08 BRATISLAVA 20, ☎ (421) (2) 4444 1833
H HUNGARY	MAGYAR BÉTKÖZLETKŐ SZÖVETSÉG (MBSZ), Hungarokörút, ingatlanok Buda, Andrássy út 30, H-1066 BUDAPEST, P.O. Box 1207, H-1081 BUDAPEST 8, ☎ (36) (1) 892 8908	SLD SLOVENIA	SLOVENSKO ZAVARNIKOVNO ZDRUŽENJE O.V., 1601 LJUBLJANA, Zelena cesta 14, P.O.Box 2512, ☎ (386) (1) 4377 084715322
HR CROATIA	HRVATSKI UJEDINJENI OSIGURAVAC, Ciočevića Insurance Group, 10000 ZAGREB, Matijevo 13, ☎ (385) (1) 48 98 650	TM TUNISIA	BUREAU UNIFIÉ AUTOMOBILE TUNISIEN, 88 87 Rue Pasteur, 1002 TUNIS Bab el Bhar, ☎ (216) (7) 843 014 or (216) (7) 841 764
I ITALY	UFFICIO CENTRALE ITALIANO (UCI) Soc. Cons. s.r.l., 20140 MILANO, Corso Sempione 38, ☎ (39) (02) 34 36 61	TR TURKEY	TÜRKİYE MOTORLU TAŞIT BİROSU (TURKISH MOTOR INSURERS' BUREAU), Baykaya Caddesi Dış Sok. Demirel Apt. 2/1, 34394 G.ayrılıkçay, İSTANBUL, ☎ (90) (212) 217 3385, 217 3383, 217 3376, 217 3371
IL ISRAEL	ISRAEL INSURANCE ASSOCIATION, THE GREEN CARD BUREAU, Dvora 1 P.O. B. 1740 HARKON LADIMON 52018, ☎ (972) (3) 9424111	UA UKRAINE	MOTOR (TRANSPORT) INSURANCE BUREAU OF UKRAINE, P.O. B. 272, KYIV-2, 02002, ☎ (38) (044) 330 25 37
IR ISLAMIC REP. OF IRAN	GREEN CARD BUREAU OF IRAN, c/o BİMERS MARKAŞ IRAN, No. 2, corner of Maysan St., Miladon Masheh, Fax: 158736111, TEHRAN P.O.Box: 13315-2228, ☎ (98) (25) 2652560		

Pentru informații suplimentare, vă rugăm să accesați: www.cobx.org

IMPORTANT – VĂ RUGĂM, CITIȚI CU ATENȚIE!
Instrucțiuni de utilizare a formularului

NOTE GENERALE

SCOPUL ACESTUI FORMULAR ESTE DE A LUA O DECLARAȚIE FIECĂRUI ȘOFER PRIVIND ÎMPREJURĂRILE ACCIDENTULUI
În cazul unui accident soldat cu vătămări de persoane, chemați Salvarea și anunțați Poliția – număr unic 112!
Prezentul formular corespunde modelului elaborat de Insurance Europe. Astfel, dacă unul dintre conducătorii auto implicați în accidentul rutier posedă un formular în altă limbă, nu contează pe care dintre ele îl completați, **dar trebuie să vă asigurați că veți păstra fie copia, fie originalul formularului completat pentru a-l trimite asiguratorului.**

INSTRUCȚIUNI

LA LOCUL ACCIDENTULUI

1. Luați datele tuturor martorilor, înainte ca aceștia să plece – completați pct. 5.
2. Preferabil utilizând un pix, completați în totalitate fie partea galbenă fie cea albastră a constatării amiabile (este nevoie să completați datele conform poliției de asigurare, cărți verzi și permisului de conducere).
3. Atunci când considerați că ați completat corect formularul semnați-l și luați un exemplar semnat și de către celălalt șofer (15).
4. Nu uitați să:
 - a. Marcați clar punctul inițial de impact (pct. 10).
 - b. Marcați cu „X” în partea dumneavoastră fiecare căsuță corespunzătoare situației - pct. 12 și menționați numărul total de căsuțe marcate.
 - c. Desenați o schiță a accidentului menționând toate informațiile solicitate – pct. 13.

SUB NICIO FORMĂ NU MODIFICAȚI ÎNSEMNĂRILE DIN FORMULAR DUPĂ COMPLETAREA ȘI SEMNAREA ACESTUIA

CÂND VĂ ÎNTOARCEȚI ACASĂ

Trimiteți imediat formularul Constatare amiabilă către asiguratorul dumneavoastră.

NOTĂ SPECIALĂ

Acest formular poate fi utilizat și în cazul în care nu a fost implicat un alt vehicul, la asigurările CASCO, spre exemplu pentru: daune numai la propriul vehicul, furt, incendiu etc., în limitele legislației aplicabile.

PĂSTRAȚI ACEST FORMULAR (ȘI UN PIX) ÎN MAȘINĂ!

Drept de autor 2001 © Insurance Europe aisbl. Toate drepturile rezervate. Acest formular poate fi reprodus numai cu acordul prealabil obținut în scris de la Insurance Europe aisbl. Orice utilizare, reproducere sau modificare neautorizată reprezintă încălcări ale drepturilor de autor.

**CONSTATARE AMIABILĂ
EUROPEANĂ**

Nu fiți nervos!

Fiți politicos!

Păstrați-vă calmul!

**Urmăriți instrucțiunile
de completare!**

ANNEX no. 9

Conditions for approval and registration in the approved actuaries' list by
A.S.F.

- a) The actuary is a member of the Romanian Actuarial Association (ARA);
- b) The actuary has at least 5-year professional experience;
- c) The actuary has graduated from/ equated the “Professionalism” training course from ARA’s education syllabus;
- d) the actuary has not been penalized by A.S.F. over the past 5 years and no penalties or disciplinary action was taken by ARA;
- e) The actuary is not incompatible or in a conflict of interests with the RCA insurer for which the report is used; cases of incompatibility or conflicts of interest are set out by ARA’s professional standards, code of conduct and professional discipline

ANNEX no. 10

CONTRACT DE ASIGURARE DE RĂSPUNDERE CIVILĂ AUTO RCA

Seria RO/XX/YYYY/SS nr.123456789

DENUMIRE ASIGURĂTOR

RC

C.U.I.

Tel.:

Broker/Agent _____

Sucursala/Agentia _____

Cod:

Nume/Denumire Asigurat/ Proprietar:		Fel, Tip, Marca, Model Vehicul:	
C.U.I./C.N.P. Proprietar:		Nr. înmatriculare/înregistrare:	
Nume/Denumire Asigurat /Utilizator:		Nr. identificare - Serie CIV/ Nr. de Inventar:	
C.U.I./C.N.P. Utilizator:		Capacitate cilindrică/Putere:	
Adresa Asigurat/Utilizator: Tel: e-mail:		Nr. jocuri/masă totală maximă autorizată:	

Conducători auto declarați:
(Nume, prenume, C.N.P.)

Valabilitate Contract de la _____ până la _____ Contract emis în data de _____

Primă de asigurare _____ Lei, Clasă Bonus-Malus

Tarif de decontare directă _____ Lei

Nr. rate _____ Valoare rate _____ Date Scadente _____

Încasată cu _____ în data de _____

Limita de despăgubire pentru vătămări corporale și deces:	
Limita de despăgubire pentru daune materiale:	

Acoperiri și servicii suplimentare:

Observații:

Condițiile contractuale sunt cele prevăzute prin dispozițiile Legii nr.132/2017 privind asigurarea obligatorie de răspundere civilă auto pentru prejudicii produse terților prin accidente de vehicule și tramvaie și cele ale legislației secundare emise de către A.S.F. în aplicarea acesteia. Acestea pot fi completate și cu alte prevederi ce sunt stabilite de comun acord de către asigurat și asigurator și sunt prevăzute într-un act adițional la prezentul contract.

Contractul RCA, inclusiv orice act adițional sau anexă la acesta, constituie titlu executoriu pentru ratele scadente și neachitate, în conformitate cu prevederile art. 5 alin. (3) din Legea nr.132/2017 privind asigurarea obligatorie de răspundere civilă auto pentru prejudicii produse terților prin accidente de vehicule și tramvaie.

Contractul RCA dă dreptul persoanei prejudiciate, în cazul producerii unui prejudiciu, să se poată adresa pentru efectuarea reparației oricărei unități reparatoare auto, în condițiile legii, fără nicio restricție sau constrângere din partea asiguratorului RCA sau a unității reparatoare auto, care ar putea să-i influențeze opțiunea.