

Legea 132/31-mai-2017 LAW no. 132 of 31 May 2017 on mandatory motor civil liability insurance for damages caused to third parties by vehicle and tram accidents (traducere)

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Legea 132/31-mai-2017 (traducere) LAW no. 132 of 31 May 2017 on mandatory motor civil liability insurance for damages caused to third parties by vehicle and tram accidents (traducere)

Data act: 31-mai-2017

Emitent: Parlamentul

The Parliament of Romania adopts this law.

CHAPTER I: Subject matter and scope

Article 1: Regulatory object

This law regulates:

- a) mandatory motor civil liability insurance for damages caused to third parties by vehicle and tram accidents, hereinafter referred to as RCA insurance;
- b) the scope of the MTPL insurance, respectively the persons who have the obligation to conclude MTPL contracts and the exceptions to this obligation, the territorial limits of application, the limits of liability, the obligations of the insured, the obligations of the MTPL insurer, the risks covered and exclusions, the elements regarding the establishment and payment of compensations, the verification of the MTPL insurance, the facilities and penalties applicable to the insured and insurers;
- c) the organization and functioning of the Romanian Motor Insurers' Bureau, hereinafter referred to as BAAR.

Article 2: Definitions

The terms and expressions used/used in this law have the meaning provided in Article 1 paragraph (2) of Law no. 237/2015 on the authorization and supervision of the insurance and reinsurance activity, with subsequent amendments, as well as the following meanings:

1. vehicle accident – an event involving at least one vehicle resulting in material damage and/or injury to health and bodily integrity or the death of one or more persons;
2. Multilateral Agreement – the agreement between the national insurers' offices of the Member States of the European Union or parties to the Agreement on the European Economic Area and of the Other States Associated to the European Union concluded for the implementation of the provisions of Article 2 of Council Directive 72/166/EEC regarding the control of motor third party liability insurance, entered into force for the National Motor Vehicle Office in Romania on the basis of Commission Decision 2007/482/EC;
3. optional insurance - insurance in which the relations between the insured and the insurer and the rights and obligations of each party are established by the insurance contract;
4. insured - the owner or user of a vehicle or tram whose tort civil liability is contractually assumed by a RCA insurer based on the RCA contract valid for damages caused to third parties from vehicle/tram accidents;
5. high-risk insured – the person for whom, based on the classification in the risk classes, at least 3 MTPL insurers offer a premium rate of N times higher than the reference rate;
6. MTPL insurer - insurer authorized to practice MTPL insurance;
7. notification of the damage - notification of the insurer by the injured person, insured or their representatives, regarding the occurrence of the insured event; the notification must be accompanied by the documents necessary to establish the liability of the MTPL insurer;
8. National Automotive Bureau - professional organization established in accordance with Recommendation no. 5 of 25 January 1949, adopted by the Subcommittee on Road Transport of the Committee on Land Transport of the Economic Commission for Europe of the United Nations, and which groups the insurance companies which are authorized in a State to carry out motor civil liability insurance;
9. BAAR - professional, independent and autonomous association of all insurance companies, regardless of the form of organization and the state in which they have their registered office, which, based on the law, have the right to practice in Romania the mandatory civil liability insurance for damages caused to third parties by vehicle accidents and which fulfills the duties of a national motor office, compensation payment body, compensation body, information center, as well as other

attributions conferred by law;

10. bonus/malus - system by which the insured is classified in one of the bonus classes (which leads to the reduction of the insurance premium) or in one of the malus classes (which leads to the increase of the insurance premium), depending on his claim history in the reference period;

11. Green Card - international insurance document issued on behalf of the National Automobile Office, in accordance with Recommendation no. 5 of 25 January 1949, adopted by the Subcommittee on Road Transport of the Committee on Land Transport of the Economic Commission for Europe of the United Nations;

12. compensation claim – the document by which the injured party or the insured formulates the compensation claims to the RCA insurer or to the BAAR;

13. RCA contract - the mandatory motor civil liability insurance contract for damages caused to third parties by vehicle and tram accidents, the conclusion of which is ascertained by the RCA insurance policy, which certifies the existence of civil liability insurance for damages caused to third parties by vehicle accidents; the contractual conditions for MTPL insurance are established by this law and by the regulations of the Financial Supervisory Authority, hereinafter referred to as A.S.F., issued in application thereof; the form and content of the MTPL contract are established by regulations of the FSA;

14. contractor - the person who concludes the MTPL contract and who undertakes to pay the insurance premium to the MTPL insurer;

15. correspondent - the person designated by the Romanian National Motor Bureau to represent one or more foreign insurers, members of other national motor offices, for the settlement of compensation claims made by persons injured by vehicle accidents produced on the territory of Romania by means of vehicles insured by the respective insurers;

16. total economic damage – the situation of a damaged vehicle or good whose repair value exceeds its market value;

17. direct settlement - the auxiliary service of damage management by the MTPL insurers of their own insureds, which is compulsorily offered by the insurer, and its purchase is optional by the insured;

18. **Territorial limits of application of civil liability insurance for damages caused by vehicle accidents:**

a) the territory of Romania;

b) the territories of the Member States of the European Union, of the States Parties to the Agreement

on the European Economic Area, hereinafter referred to as the Member States, and the territory of the Swiss Confederation;

c) the territories of states located between two states directly linking two Member States of the European Union, where there is no national motor vehicle office;

d) the territories of the states in which the national automotive offices that have signed the Multilateral Agreement are competent;

19. agent - any natural or legal person empowered under the law to represent the interests of the injured person in his relations with the MTPL insurer and with the car repair unit;

20. injured person – the person entitled to receive compensation for the damage suffered as a result of the occurrence of a risk covered by a RCA contract;

21. RCA insurance policy – the document stating the conclusion of the RCA insurance contract and certifying the existence of civil liability insurance for damages caused to third parties by vehicle and tram accidents;

22. damage - the negative effect suffered by the injured person by producing a risk covered by a RCA contract;

23. redemption - the damage incurred by the insured under the conditions of this law and the RCA insurance contract;

24. reference tariff - the indicative insurance premium determined on the basis of statistical data from the RCA insurance market. The reference tariff is calculated according to the formula:

$T.ref = PR \times (1+IBNR) \times (1+f)^t \times (1+i)^t / (1-Ch-P) \times (1-BM)$, where:

PR = risk premium = average damage (Dm) x average frequency (Fm), results based on statistical data;

IBNR = the load factor related to the reserve of damages that occurred, but not notified or insufficiently advised;

f = annual rate of change in the frequency of damage, based on statistical data;

i = annual rate of change in inflation (severity) of damages, based on statistical data;

t = the difference in years between the average date of occurrence of the damages in the period of application of the reference tariff and the average date of occurrence of the damages in the period of analysis;

Ch = the insurer's expenses determined at an average value expressed as a percentage of the gross

premium;

P = profit margin expressed as a percentage of gross premium;

BM = load due to the application of the bonus-malus system;

Dm and Fm are factors related to the last 5 years;

25. the territory in which the vehicle is normally parked:

a) the territory of the state from which the vehicle has a registration plate, whether permanent or temporary; or

b) in cases where there is no registration/registration for a certain type of vehicle, but the vehicle has a RCA contract or a distinctive sign similar to the license plate/registration plate, the territory of the state where the RCA contract or the respective sign was issued; or

c) in cases where for certain types of vehicles there is no license plate/registration, RCA contract or any distinctive sign, the territory of the state in which the owner of the vehicle is a permanent resident; or

d) if the vehicle does not have a license plate/registration plate or has a license plate that does not or no longer corresponds to the vehicle and has been involved in an accident, the territory of the state where the accident occurred, in order to settle the claim for compensation by the National Motor Bureau or the compensation payment body;

26. car repair unit – a legal entity that has as its object of activity the execution of maintenance and repair works of vehicles and is authorized for these activities; for repairs carried out on the territory of Romania, the authorization is issued by the Autonomous Authority "Romanian Auto Registry", according to the law;

27. Vehicle:

a) any means of land transport with its own propulsion but not running on rails, with:

(i) a maximum design speed of more than 25 km/h; or

(ii) a dead mass of more than 25 kg and a maximum design speed of more than 14 km/h;

b) any trailer intended for use with the vehicle referred to in point (a), whether coupled or uncoupled;

c) tram;

27¹. use of a vehicle – any use of a vehicle which is in conformity with the vehicle's function as a means of transport at the time of the accident, irrespective of the characteristics of the vehicle, the terrain on which it is used and whether it is stationary or moving;

28. user - natural or legal person, to whom the owner of the vehicle grants the right to use it, for a certain period, based on a rental contract, leasing contract or other act drawn up under the law.

Article 3: Obligation to conclude the RCA contract

The owner or user of a vehicle that is habitually parked in Romania concludes and maintains in validity a RCA insurance in order to cover the risks arising from its use within the territorial limits of application provided in Article 2 point 18.

Article 4: Exceptions to the obligation to conclude the MTPL contract

(1) Individuals and legal entities that use vehicles exclusively in motor sports events and activities, including races, competitions, training, tests and demonstrations that take place in Romania in an area with restricted and demarcated access, are exempted from the obligation to conclude a RCA contract, when the organizer of the sporting event or another party has concluded an optional insurance or has an instrument of Alternate warranty that covers damage caused by vehicles to any third party, including spectators and other persons present, but does not necessarily cover damage caused to participating drivers and their vehicles.

(2) The obligation to cover the damages caused by means of the vehicle participating in the event shall be at least equal to the value of the minimum insured amounts set out in Article 6(4).

(3) The organizer of the sporting event shall be responsible for covering the damage caused by means of the vehicles participating in the event where it has not ensured that the optional insurance or alternative guarantee instrument referred to in paragraph 1 has been concluded.

(4) When the organizer of the sporting event is unable to cover the damages caused, its liability is taken over by the BAAR, except for the damages caused to the pilots and vehicles piloted by them, the payment of compensation being made from the funds related to the National Protection Fund; the expenses incurred by BAAR in this case, together with the related legal interest, are recovered from the organizer of the sports event and/or the one who granted the authorization to organize the sports event based on the right of recourse acquired as a result of making the payment.

(5) Without prejudice to the definition provided in Article 2(27), wheelchairs or other similar self-propelled vehicles, intended to be used exclusively by a person with a physical locomotor disability, shall not be considered vehicles within the meaning of this law, and shall not be subject to the insurance obligation.

CHAPTER II: General provisions regarding the RCA contract

Article 5: Conclusion of the RCA contract

(1) The RCA contract is concluded for a period between one month and 12 months, multiple of one

month, depending on the insured's option.

(2) By exception to the provisions of paragraph (1), the RCA contract may be concluded for a period of less than one month in the following situations:

- a) for vehicles registered/registered in other member states of the European Economic Area and the Swiss Confederation for which insurance is requested for import into Romania, for a maximum period of 30 days from the date of acquisition of ownership, proven with supporting documents;
- b) for vehicles intended for export, during the period of validity of the license plates intended for export;
- c) for vehicles that are provisionally authorized for circulation, for periods of 30 days, but cumulatively not more than 90 days.

(3) The payment of insurance premiums is made in full or in installments according to the agreement between the insured and the RCA insurer. The MTPL contract also takes effect if the insurance premium rate has not been paid on the term agreed between the insured/contractor/user and the MTPL insurer, if the MTPL insurer has not exercised its right to terminate the MTPL contract. The RCA contract is an enforceable title for the due and unpaid installments.

(4) The RCA insurance takes effect based on the provisions of this law, the regulations issued by the A.S.F. in its application, as well as the conclusion of the RCA contract between the insured and a RCA insurer, issued including by electronic means, according to the regulations of the A.S.F.

(5) The parties may also agree to include other clauses in addition to those established by this law and by the regulations issued by the FSA in its application, except for those that restrict the rights of the injured person.

(6) The insured undertakes to pay the insurance premium to the MTPL insurer, and the MTPL insurer undertakes to pay compensation to the injured third party upon the occurrence of the insured risk, under the conditions of the law and the insurance contract.

(7) At the conclusion of the RCA contract and during its development, the insured has the obligation to allow the RCA insurer access to the database with the mandatory motor civil liability insurances concluded on the territory of Romania, to the record of accidents and previous compensation claims and to provide the information requested by the RCA insurer for risk assessment and calculation of the insurance premium, established by A.S.F. regulations.

(8) The liability of the MTPL insurer begins:

- a) from the day following the day on which the validity of the previous MTPL contract expires, for the insured who fulfills the obligation to conclude the insurance at the latest on the last day of its validity;

b) from the day following the one on which the RCA contract was concluded, for persons who did not have a valid RCA insurance at the time of concluding the new insurance;

c) from the moment of issuance of the insurance contract, but not earlier than the date of entry into force of the provisional circulation authorization or of the registration/registration of the vehicle, for the marketed vehicles to be registered/registered.

(9) In the event that the information provided by the insured is not real at the time of concluding the MTPL contract, the insurance premium may be recalculated and modified by the MTPL insurer after prior notification to the insured.

(10) In the case provided for in paragraph (9), if the insured does not express his/her agreement regarding the modification of the contractual conditions, he/she may terminate the MTPL contract within 20 days from the date of receipt of the notification.

(11) In order to maintain the bonus/malus class, through the RCA contract, the parties may agree on the possibility of redemption, respectively the insured bearing the equivalent value of the compensation corresponding to the event, the insured compensating the RCA insurer for its amount, after paying the compensation due to the injured person.

Article 6: RCA Contract

(1) The RCA contract contains information regarding: the number and date of conclusion of the contract, the parts of the RCA contract, the validity period, the maximum liability limits established by the RCA insurer, the insurance premium, the number of installments, the maturity of the installments, the intermediary, the bonus/malus class, the registration/registration number, the vehicle identification number, as well as the states in which this document is valid.

(2) RCA insurers request the necessary information for risk assessment, according to their own criteria established in the premium rate, and verify the correctness of the information regarding the identification and technical data of the vehicle, the data of its owner/user.

(3) The MTPL insurers assume responsibility for all MTPL contracts, including those assigned by the BAAR according to Article 19(3), as well as for the errors or omissions arising when issuing the MTPL contracts either directly or through insurance or auxiliary insurance intermediaries, defined according to Law no. 236/2018 on the distribution of insurance, with subsequent amendments and completions.

(4) The minimum liability limits covered by MTPL insurance according to European Union regulations are the following:

a) for material damages caused in one and the same accident, regardless of the number of injured persons, the compensation limit is set, for accidents, at a level of 6,434,740 lei;

b) For bodily injuries and deaths, including for non-pecuniary damages caused in one and the same accident, regardless of the number of injured persons, the compensation limit is set at a level of 31,926,210 lei.

(5) The FSA may revise by its own regulations the limits set out in paragraph (4) in accordance with the delegated acts issued by the European Commission in accordance with Article 9(2) of Directive 2009/103/EC, as amended by Article 1(5) of Directive (EU) 2021/2.118.

(6) The insured may request in writing to the MTPL insurer the suspension of the effects of the MTPL contract during the period of suspension of the vehicle's registration.

(7) The MTPL insurer shall notify the insured, within 5 days from the date of the request provided for in paragraph (6), of the suspension of the effects of the MTPL contract.

(8) Throughout the suspension of the effects of the RCA contract, of the registration of the vehicle, the vehicle is immobilized in a private space, outside the public domain.

(9) The failure to fulfill the obligation provided for in paragraph (8) represents the violation of the MTPL insurance obligations.

(10) In case of suspension of the effects of the RCA contract, based on the option of the insured, according to the provisions of paragraph (6), the RCA insurer:

a) extends the validity of the RCA contract with the period for which the effects of the contract have been suspended, by issuing an addendum; or

b) refunds to the insured the premium difference corresponding to the suspension period, calculated on a pro rata basis only in cases where compensation for events occurring during the validity period of the RCA contract has not been paid or is not due.

(11) The suspension of the effects of the RCA contract takes place starting from the date of receipt by the RCA insurer of the request for suspension according to paragraph (6), but not earlier than the date of suspension, under the conditions of the legislation in force, of the registration of the vehicle and only until the date of termination of the suspension of the registration or of the right to circulate the vehicle.

(12) The RCA contract entitles the injured party, in case of damage, to be able to apply for the repair of any car repair unit, under the law, without any restriction or constraint from the RCA insurer or the car repair unit, which could influence his option.

(13) In application of the provisions of paragraph (12), the MTPL contract shall include a clause according to which, in the event of damage, the injured person may address any economic operator who carries out motor vehicle repair activities for repair, under the law, without any restriction or constraint that could influence his option.

CHAPTER III: Termination of the RCA contract and multiple insurance

Article 7: Termination of the RCA contract

The MTPL contract ends:

- a) on the date on which the owner of the vehicle notifies the RCA insurer regarding the transfer of the ownership right over the vehicle, accompanied by supporting documents;
- b) on the date on which the vehicle is deregistered;
- c) upon completion of the term established in the RCA contract.

Article 8: Termination and termination of the RCA contract

(1) The RCA contract is terminated by right if:

- a) the insured risk has occurred or its occurrence has become impossible before the obligation of the RCA insurer arises;
- b) the occurrence of the insured risk became impossible after the obligation of the RCA insurer arose.

(2) In the cases provided for in paragraph (1) and Article 7(a) and (b), when the insured has paid the insurance premium in full or in installments, he is entitled to recover it in proportion to the unexpired period of the RCA contract, if compensation for events occurring during the period of validity of the insurance has not been paid or is not due. If the RCA insurer is subsequently obliged to pay compensation for events covered by the RCA contract, the RCA insurer is entitled to recover from the insured the insurance premium refunded to him/her, upon request.

(3) The insured has the obligation to inform the MTPL insurer about the conclusion of other MTPL contracts with other MTPL insurers and may choose to maintain a single MTPL contract in force. The right of option is exercised only once during a calendar year and may opt for the termination of contracts with the date of entry into force subsequent to the first RCA contract concluded.

Article 9: Multiple RCA insurance

- (1) If, for the same vehicle, on the date of the accident, there were several valid RCA contracts, the compensation is borne in equal parts by all RCA insurers.
- (2) The compensation is paid in full by the RCA insurer to which the injured person has turned, and subsequently the RCA insurer in question will turn against the other RCA insurers for the recovery of the compensation part, paid on their behalf.
- (3) (the text of Article 9(3) of Chapter III was repealed on 14 July 2022 by Article I, point 3 of Law 202/2022)

CHAPTER IV: The purpose of MTPL insurance

Article 10: General provisions

(1) Based on a single premium, the RCA insurance covers damages caused to third parties by vehicle and tram accidents.

(2) The MTPL insurer provides compensation for the damages caused to third parties by vehicle and tram accidents and for the expenses incurred by them in the civil lawsuit, in accordance with:

a) the level required by the legislation of the Member State on the territory of which the accident occurred or at the level of the Romanian legislation if the latter is higher;

b) the level required by the Romanian legislation, if the injured persons are citizens of Member States, during a journey that directly connects two territories in which the Treaty on European Union and the Treaty on the Functioning of the European Union apply, if there is no competent national motor office in the crossed territory where the accident occurred.

(3) The indemnities are granted in an amount equal to the extent of the damage up to the maximum liability limit of the MTPL insurer which is equal to the higher of the liability limit provided for in the applicable legislation, according to the provisions of paragraph (2), and the one provided for in the MTPL contract.

Article 11: Risks covered

(1) The MTPL insurer has the obligation to compensate the injured party for the proven damages suffered as a result of the accident caused by the insured vehicle.

(2) Without exceeding the limits of liability provided in the RCA contract, in accordance with the provisions of Article 6(4) and (5) and under the conditions in which the insured event occurred during the period of validity of the RCA contract, the RCA insurer grants monetary compensation for:

a) bodily injury or death, including for non-pecuniary damages;

b) material damages, including deregistration and registration costs, costs with stamp duties, expenses with limitation of damage, proven with documents, expenses related to the reduction of the value of the vehicle after repairs, proven with documents or expertise;

c) costs regarding the return of the vehicle to the state before the insured event, proven by documents issued by specialized systems or by documents issued under the law;

d) damages representing the consequence of the lack of use of the damaged vehicle, including the

temporary replacement of the vehicle, based on the option of the injured person;

e) court costs incurred by the injured party or related expenses in case of alternative settlement of the dispute if the solution is favourable to the injured party;

f) expenses related to the transport of the damaged vehicle, belonging to the injured third party, from the place of the accident to the location where the damage assessment centre is located, to the repair unit chosen by the injured party for the purpose of repairing the vehicle, the one closest to the place of the accident or to the home of the injured person, as the case may be, if the respective vehicle can no longer move by its own means, and the insurer does not provide transport.

(3) Regardless of the place where the accident occurred, respectively on public roads, on roads that are not open to public traffic, in premises and in any other places, both during the journey and during the parking of the insured vehicle, the RCA insurer grants compensation for the damages caused as a result of accidents generated by the use of the insured vehicle, up to the limit of liability provided in the RCA contract for:

a) damage caused by the devices or installations with which the vehicle has been equipped, including damage caused by the accidental detachment of the trailer, semi-trailer or trailer towed by the vehicle;

b) the damage caused by the fault of the driver of the insured vehicle;

c) the damage caused by the act of the thing, when the damage is caused by the ownership, action or inaction of the vehicle, by means of another thing caused by the movement of the vehicle, by the accidental leakage, dissipation or fall of the substances, materials or objects transported;

d) damages caused to third parties, as a consequence of the opening of the vehicle doors, while driving or when the vehicle is stopped or stationary, by its passengers, without ensuring that the safety of the movement of other road users is not endangered;

e) damages caused to third parties, as a consequence of driving the vehicle under the influence of alcoholic beverages or narcotics.

(4) The provisions of paragraph (3) letter b) shall also apply in cases where, on the date of the accident, the driver of the vehicle:

a) has driven the vehicle without the express or presumed consent of the insured;

b) is not the holder of a licence attesting to the right to drive that vehicle;

c) has not complied with legal obligations regarding the condition and safety of the respective vehicle.

(5) The family members of the insured, the driver or any other person whose civil liability is engaged in a vehicle accident and is covered by the mandatory RCA insurance are not excluded from the benefit of insurance for their own bodily injuries.

Article 12: Failure to award compensation

The MTPL insurer does not provide compensation for:

a) cases in which the owner, user or driver of the at-fault vehicle has no civil liability, if the accident occurred:

(i) in a case of force majeure;

(ii) due to the sole fault of the injured person;

(iii) due to the sole fault of a third party, except in the situations provided for in Article 11(3)(d);

b) damages caused to property belonging to the driver of the vehicle responsible for the accident, as well as those caused as a result of bodily injury or death, regardless of who claims such compensation;

c) in the following situations:

(i) the damages were caused to the goods belonging to natural persons or legal persons, if they were caused by a vehicle insured by RCA, owned or used by the same natural or legal person and which is driven by an employee of the same legal person or by another person for whom the natural person or legal person is responsible;

(ii) the damaged property and the insured vehicle are part of the joint patrimony of the spouses;

(iii) the damaged property is used by the owner of the insured vehicle, which caused the damage;

d) damages caused in situations where there is no proof of validity at the date of the accident of the RCA insurance or the RCA insurer is not liable;

e) the part of the damage that exceeds the limits of liability established by the RCA contract, which occurred in one and the same accident, regardless of the number of injured persons and the number of persons responsible for causing the damage;

f) fines of any kind and criminal expenses to which the owner, user or driver of the insured vehicle, responsible for the occurrence of the damage, would be obliged;

g) the expenses incurred in the criminal proceedings by the owner, user or driver of the insured vehicle, responsible for causing the damage, even if the civil side was also settled in the criminal trial;

h) the amounts that the driver of the vehicle responsible for causing the damage is obliged to pay to the owner or user who entrusted him with the insured vehicle, for the damage or destruction of this vehicle;

i) the damages caused to the transported goods, if there was a contractual relationship between the owner or user of the vehicle that caused the accident or the responsible driver and the injured persons on the date of the accident;

j) damages caused to persons or property in the vehicle with which the accident occurred, if the RCA insurer can prove that the injured persons knew that the vehicle in question was stolen;

- k) damages caused by devices or installations mounted on vehicles, when they are used as machinery or work installations, these constituting risks of professional activity;
- l) damages caused by accidents occurring during loading and unloading operations, these constituting risks of professional activity;
- m) damages caused as a result of the transport of dangerous products: radioactive, ionising, flammable, explosive, corrosive, combustible, which have caused or aggravated the occurrence of the damage;
- n) damage caused by the use of a vehicle during a terrorist attack or war, if the event is directly related to that attack or war.

Article 13: Common fault

(1) In the event that the injured person has contributed, through fault, to the occurrence of the accident or to the increase of the damage, the person called to answer will be held liable only for the part of the damage attributable to him. In such situations, the extent of each person's liability will be the one established by any means of proof.

(2) In the event that the extent of each person's liability cannot be established, it will be established in equal proportions, in relation to the number of parties involved in the accident, each party being entitled to compensation in the proportion in which it was not responsible for the occurrence of the accident.

Article 14: Amount of compensation

(1) The indemnities are granted in an amount equal to the extent of the damage up to the maximum limit of liability of the MTPL insurer which is equal to the greater of the liability limit provided for in the applicable legislation and the one provided for in the MTPL contract, and the insurer is obliged to communicate the maximum amount of compensation, at the request of the injured party or his representative, within 7 calendar days.

(2) In the case of total economic damage, the insurer evaluates the damaged vehicle, through a specialized evaluation system or through documents issued under the law to determine its market value from the moment prior to the event. The injured party may opt for repair up to the market value of the vehicle, calculated following the valuation, or for the case to be settled as total damage by paying the difference between the market value of the vehicle and the value of the wreckage.

(3) The value of the repair is established using specialized evaluation systems or by documents issued under the conditions of the law in which the car repair unit can use its own value of the displayed labor hour.

- (4) Compensation is granted for the amounts that the insured pays as compensation and for the court costs and/or related expenses in case of alternative settlement of the dispute of persons injured by bodily injury or death and by damage or destruction of property.
- (5) In case of injury to bodily integrity or health or death, compensation is granted both to persons outside the vehicle that caused the accident and to persons in that vehicle, except for the driver of the vehicle due to whose fault the accident occurred.
- (6) In case of injury to bodily integrity or health or death of persons other than the driver responsible for the accident, compensation is also granted for the damages caused to the spouse or dependents of the owner or driver of the insured vehicle.
- (7) In case of injury to bodily integrity or health or death of a person or damage or destruction of property, compensation is granted if the vehicle that caused the accident is identified and insured, even if the author of the accident remained unidentified.
- (8) For damage or destruction of property, compensation is granted for goods outside the vehicle that caused the accident, and for goods in that vehicle, only if they were not transported on the basis of an existing contractual relationship with the owner or user of that vehicle, as well as if they did not belong to the owner, user or driver of the vehicle responsible for the accident.
- (9) Compensation as provided for in paragraphs 1 to 6 and 8 shall also be granted if the driver of the vehicle, responsible for the occurrence of the accident, is a person other than the insured.
- (10) Compensation is also paid when the injured persons do not have their domicile, residence or headquarters in Romania.

CHAPTER V: Obligations of the insured

Article 15: Notification of the RCA insurer in case of occurrence of an insured event

- (1) As a result of a vehicle accident, the insured notifies the RCA insurer about it within 5 working days from the occurrence of the accident.
- (2) The insured shall provide the RCA insurer with information on the causes and circumstances of the accident and the documents necessary for the handling of the case.
- (3) The insured shall notify the MTPL insurer within the period provided for in paragraph (1) of the fact that:**
- a) the injured party sought compensation from him;
 - b) the criminal or administrative proceedings have been directed against him in connection with the event that occurred and informs the MTPL insurer immediately about the conduct of these procedures

and their result;

c)the injured party has exercised its right to be compensated by submitting a claim to a court or other authority, if the contractor finds out about it;

d)the information included in the RCA contract has undergone changes during the course of the contract.

(4)The provisions of paragraphs (1) and (3) shall not apply in the situation where the insured proves the impossibility of fulfilling this obligation.

(5)The failure of the insured to fulfill the obligations provided for in paragraphs (1) to (3) shall not limit the right of the injured person to be compensated.

(6)The failure of the insured to appear at the request of the insurer does not restrict the right of the injured person to be compensated.

Article 16: Informing the injured party

The insured shall send to the injured party, at his request, the information necessary for the formulation of compensation claims, in particular:

a)the name, surname and address of the person who drove the insured vehicle at the time of the damage;

b)the name, surname and address or name, headquarters of the contractor or insured of the vehicle;

c)the name, the headquarters of the RCA insurer that issued the RCA contract, the series and number of the RCA contract, as well as the registration/registration number of the insured vehicle or its identification number.

Article 17: Amicable accident report

(1)For events involving two vehicles, which result only in material damage, the insured may also inform the insurance companies on the basis of a standard form, issued by these companies, hereinafter referred to as the amicable accident report, in which the drivers of the vehicles involved record information on the date and place of the accident, the identification data of the drivers involved, of the owners of the vehicles involved, the data of the vehicles involved and of their own RCA insurance companies, as well as information on the circumstances of the accident.

(2)The form, dimensions, content and procedures regarding the use of the standard form are established by regulations of the A.S.F., in accordance with the provisions of the Government Emergency Ordinance no. 195/2002 on traffic on public roads, republished, with subsequent amendments and completions.

CHAPTER VI: The rights and obligations of the MTPL insurer

Article 18: Establishing the RCA insurance premium and informing the insured

(1) The insurer calculates an insurance premium so as to cover all the obligations arising from the conclusion of the RCA contracts.

(2) The reference tariff shall be calculated every six months by a company with recognized expertise in the field, contracted by the A.S.F., according to the formula provided in Article 2 item 24 and shall be published by the A.S.F.

(3) In the calculation of the premium rate, RCA insurers may use risk criteria, load indices, correction coefficients or other instruments for adjusting the premium rates, in compliance with generally accepted actuarial principles.

(4) [the text of Article 18, paragraph (4) of Chapter VI was repealed on 14 July 2022 by Article I, point 5. of Law 202/2022]

(5) In order to determine the amount representing the insurance premium, the RCA insurer can take into account the history of damages paid, in the last 5 years, for accidents caused by the insured vehicle, as well as the use of telematics technologies.

(6) The application criteria for the bonus/malus system are those provided in the regulations of the A.S.F. The bonus/malus class can take into account the driver's history. The information on the driver's history is the one found both in the database with the mandatory motor civil liability insurances concluded on the territory of Romania in conjunction with those in the database held by the specialized directorate within the Ministry of Internal Affairs.

(7) The MTPL insurer has the obligation to inform the insured about the calculation of the insurance premium.

(8) MTPL insurers and MTPL insurance intermediaries have the obligation to inform the insureds/contractors about the termination of the MTPL contract and the possibility of its renewal, 30 days before the termination of the MTPL contract. The method of renewal of the MTPL contract is established by regulations of the FSA, according to Article 43.

(9) The MTPL insurer communicates to A.S.F., at its request, the following information:

- a) the method of establishing the insurance premium;
- b) statistical data on the basis of which the insurance premium is established;
- c) the actuarial report underlying the determination of the premium rate;
- d) any other information regarding the calculation of the insurance premium.

(10) BAAR or the RCA insurer issues and transmits to the insured, within 15 days from the registration of his request, a certificate regarding the history of the damages recorded, at least during the last 5 years of contractual relationships, or the absence of such damages; The BAAR or the MTPL insurer shall use the format of the claim history certificate, established in accordance with the delegated acts adopted by the European Commission pursuant to the 6th paragraph of Article 16 of Directive 2009/103/EC, as amended by Article 1(15) of Directive (EU) 2021/2.118.

(10¹) The MTPL insurer publishes on its website information on its policies regarding the use of the certificate on the history of damages when calculating the insurance premium.

(10²) The MTPL insurer does not treat the insured in a discriminatory manner and does not overcharge the MTPL premiums on the basis of their nationality or exclusively on the basis of the Member State in which they had their previous residence; MTPL insurers treat certificates regarding the history of claims issued in other Member States in the same way as they treat those issued in Romania.

(11) The procedure for ascertaining damages is established by regulations of the A.S.F.

(12) The personnel who carry out the damage assessment is endorsed by the A.S.F. based on the initial certification and continuous validation of the professional skills by the Institute of Financial Studies. The method of endorsement and registration of the personnel who carry out the ascertainment of the damages is established by regulations of the A.S.F.

Article 19

(1) A high-risk insured, given that he falls into the risk classes, according to Article 2 point 5, may apply to the BAAR for the assignment of an insurer in order to conclude the RCA contract.

(2) The "N" factor provided for in Article 2 point 5 is established by the BAAR, with the approval of the Financial Supervisory Authority, and is calculated for a vehicle with the same technical characteristics as those of the vehicle for which the insurance is requested, as well as for the same bonus-malus class of the insured/user.

(3) BAAR, based on its own policies and procedures, assigns a MTPL insurer in order to conclude the MTPL contract.

(4) The conditions under which the RCA insurance for high-risk policyholders are concluded can be found in the internal procedures of the BAAR; the conditions are published on the BAAR website and are updated whenever they change.

(5) BAAR ensures the validity of the insurance policies related to high-risk customers in the database of mandatory motor civil liability insurances concluded on the territory of Romania.

Article 20: Claim for compensation

(1)The injured person has the right to submit the claim for compensation to the RCA insurer or to his own RCA insurer in the event of direct settlement, in the event of a risk covered by the RCA insurance or to the BAAR, in the event of the occurrence of a risk covered by it under the conditions provided by this law.

(2)The injured person has the right, directly or through agents, to submit the claim for compensation to the RCA insurer or to his own RCA insurer in the event of direct settlement, in the event of a risk covered by the RCA insurance, or to the BAAR, in the event of the occurrence of a risk covered by it under the conditions provided by this law.

(3)The claim for compensation can also be submitted electronically.

Article 21: Settlement of the claim for compensation

(1)Within 30 days from the date of submission of the claim for compensation by the insured or by the injured party, the RCA insurer is obliged:

- a)either to respond to the request of the requesting party, formulating in writing a justified compensation offer, sent with acknowledgement of receipt, if the insured's liability in the occurrence of the risks covered by the RCA insurance is proven, and the damage has been quantified;
- b)or to notify the injured party in writing, with acknowledgment of receipt, of the reasons why it did not approve, in whole or in part, the claims for compensation.

*) By Decision no. 18/2023 The High Court of Cassation admits the appeal in the interest of the law and, consequently, establishes that:

In the unitary interpretation and application of the provisions of Article 21 (1), (2) and (5) of Law no. 132/2017 on mandatory motor civil liability insurance for damages caused to third parties by vehicle and tram accidents, as subsequently amended and supplemented, in case of non-compliance with the 30-day deadline regulated by Article 21 paragraphs (1) and (2) of the same normative act, the penalties of 0.2% per day of delay run from the expiry of the 30 days in which the insurer had to respond to the request of the requesting party.

(2)If within 30 days from the submission of the claim for compensation by the injured party or by the insured, the RCA insurer has not notified the injured party of the rejection of the compensation claims, as well as the reasons for the rejection, the RCA insurer is obliged to pay the compensation.

*) By Decision no. 18/2023 The High Court of Cassation admits the appeal in the interest of the law and, consequently, establishes that:

In the unitary interpretation and application of the provisions of Article 21 (1), (2) and (5) of Law no. 132/2017 on mandatory motor civil liability insurance for damages caused to third parties by vehicle and tram accidents, as subsequently amended and supplemented, in case of non-compliance with the 30-day deadline regulated by Article 21 paragraphs (1) and (2) of the same normative act, the penalties of 0.2% per day of delay run from the expiry of the 30 days in which the insurer had to respond to the request of the requesting party.

(3)The opening of the procedure regarding the investigations is made by the insurer if there are solid indications on the occurrence of the event, based on an expert report made by an authorized expert, and if he has notified the injured person/insured in writing, within 5 working days from the date of opening the claim file and drawing up the report of finding, on the intention to carry out investigations. If, as a result of the investigations carried out, it has been found that the compensation is due to the injured person, the provisions of Article 11(2)(d) shall apply. Failure to communicate the notification regarding the intention to carry out investigations within 5 days forfeits the RCA insurer from this right, being obliged to pay the compensation. The reasoned result of the investigations shall be communicated to the injured party within 3 working days from the completion, but without exceeding the deadline provided for in paragraph (1).

(4)The compensation shall be paid by the MTPL insurer within 10 days from the date of acceptance of the compensation offer referred to in paragraph (1)(a) or from the date on which the MTPL insurer received a final court decision or the agreement of the dispute resolution entity regarding the amount of compensation it is obliged to pay. The documents that are the basis of the claim for compensation are established by regulations of the A.S.F.

(5)If the MTPL insurer fails to fulfill its obligations within the deadline provided for in paragraph (4) or fulfills them defectively, including if it unjustifiably reduces the compensation or delays the payment of the compensation, it is obliged to pay penalties of 0.2% per day of delay calculated at the level of the amount of compensation due or at the difference in the unpaid amount. The payment of penalties is made together with the payment of compensation.

*) By Decision no. 18/2023 The High Court of Cassation admits the appeal in the interest of the law and, consequently, establishes that:

In the unitary interpretation and application of the provisions of Article 21 (1), (2) and (5) of Law no. 132/2017 on mandatory motor civil liability insurance for damages caused to third parties by vehicle and tram accidents, as subsequently amended and supplemented, in case of non-compliance with the 30-day deadline regulated by Article 21 paragraphs (1) and (2) of the same normative act, the penalties of 0.2% per day of delay run from the expiry of the 30 days in which the insurer had to respond to the

request of the requesting party.

(6) In cases of personal injury and non-pecuniary damage that are the subject of a dispute, the penalties and their payment are determined by the court.

Article 22: Determination of compensation

(1) The compensation shall be established and paid in accordance with the provisions of Article 14, and in the case of establishing the compensation by court decision, the rights of the persons injured by accidents caused by vehicles owned by the insured persons in Romania shall be exercised against the MTPL insurer, within the limits of its obligation to summon the person/persons responsible for the accident as forced interveners.

(2) For the damages caused to the goods, the compensation is established on the basis of the reference prices on the market on the date of occurrence of the insured risk.

(3) The rights of persons injured by accidents produced on the territory of Romania by vehicles owned by persons insured for RCA by insurers based in states within the area of competence of a national motor office shall be exercised against the RCA insurer through the BAAR or through the designated correspondents, as the case may be, if the conditions provided in Article 24 are met.

(4) In case of injury to bodily integrity or health or death resulting from a vehicle accident, the determination of compensation is made both amicably and judicially.

(5) The determination of the amicable compensation is made on the basis of the following general evaluation criteria:

a) the compensation due to the injured persons as a result of the injury to the bodily integrity or health of the persons shall be established by a joint order issued by the Ministry of Health and the FSA, based on the score communicated by the National Institute of Forensic Medicine "Mina Minovici" Bucharest;

b) the assessment of compensation takes into account an average presumed level of suffering endured by the injured persons;

c) the value of a trauma point is equal to twice the minimum gross basic salary per country guaranteed in payment from the date of the accident;

d) compensation can be adjusted according to the particularities of each case, based on supporting documents;

e) the score for suffering caused by injury to the bodily integrity or health of persons includes only damages related to physical pain; For damages related to psychological trauma, the injured person can bring documents to prove them.

(6) The determination of the compensation by judicial means is made on the basis of medical, medico-

legal, psychological and statistical evidence.

(7)The extent of the insured's tort liability may not exceed the extent of the contractual liability of the MTPL insurer, until the limits of liability provided for in the MTPL insurance are reached.

Article 23: Payment of compensation

(1)The indemnities are paid by the MTPL insurer to the injured individuals or legal entities, in the account indicated by the injured person or his/her representative, under the law.

(2)The compensations cannot be pursued by the creditors of the MTPL insured.

(3)The indemnities are paid to the insured if they prove that they have compensated the injured persons and the indemnities are not to be recovered according to the provisions of Article 25.

(4)If the rights of the injured party have been subrogated by his or her optional insurer, any difference in compensation between the one resulting from the optional insurance contract and the one resulting from the RCA contract remains on account of the optional insurance contract, and cannot be recovered from the insured, if the compensation paid from the optional contract does not exceed the maximum limit of the compensation that can be granted by the RCA insurer for damages caused in one and the same vehicle accident, provided by the legislation in force.

(5)In the event that the parties do not agree on the amount of compensation, the amount that is not the subject of the dispute is paid by the MTPL insurer before it has been resolved through negotiations, alternative dispute resolution or by the court.

(6)In cases where the compensation is established by alternative dispute resolution or by court decision, the MTPL insurer grants compensation based on the agreement resulting from the alternative settlement of the dispute or on the basis of the court decision that has become final.

Article 24: Compensation Representative

(1)MTPL insurers have the obligation to designate in each state belonging to the European Union or party to the Agreement on the European Economic Area and in other states associated with the European Union and in the Swiss Confederation a compensation representative for the regularization of damages caused by vehicles subject to the insurance obligation in Romania to residents in these states, provided that the accident occurs on the territory of a state other than the state of residence of the injured person.

(2)The compensation representative is empowered to handle the damage cases in the name and on behalf of the RCA insurer and to represent the RCA insurer. To this end, the compensation representative prepares the claim file and takes all necessary measures to settle the claims for

compensation claimed by the injured party, for the damages caused as a result of a vehicle accident:

- a) for which the compulsory MTPL insurance has been issued by a MTPL insurer or its subsidiary in a Member State other than the State in which the injured party is resident or has its registered office;
- b) who comes from a Member State other than the State in which the injured party resides or has its registered office; and
- c) for damage caused in a Member State other than that in which the injured party is resident or has its establishment.

(3) The compensation representative can act on behalf of several RCA insurers.

(4) The compensation representative must be mandated to represent the MTPL insurer with full powers, including the right to dispose of the injured party, to be given the necessary competence to respond to the justified claims for compensation of the injured party and to be able to examine the case in the official language of the Member State in which the injured party is resident or has its registered office.

(5) The appointment of a compensation representative does not exclude the right of the injured party to take direct action against the person who caused the damage or his RCA insurer, as the case may be.

(6) The MTPL insurer is obliged to inform BAAR about the name and surname, date of birth and address or place of work of the compensation representative, if he is represented by a natural person, or about the name and registered office, if he is represented by a legal person, as well as about all changes regarding the representative, within 7 days from the appointment or from the occurrence of the respective changes.

Article 25: The right of the RCA insurer to request the recovery of the amounts paid

The RCA insurer has the right to recover the amounts paid as compensation from the person responsible for the damage, in the following situations:

- a) the accident was intentional;
- b) the accident occurred during the commission of acts criminalized by the legal provisions on traffic on public roads as crimes committed with intent, even if these acts did not occur on such roads or during the commission of other crimes committed with intent;
- c) the accident occurred during the time when the perpetrator of the intentionally committed crime tries to evade prosecution;
- d) the person responsible for causing the damage drove the vehicle without the consent of the contractor;
- e) the insured has unjustifiably refused to fulfill its obligations, thus preventing the MTPL insurer from

carrying out its own investigation according to the provisions of Article 21(3), and the insurer is able to prove that this fact led to the unjustified payment of compensation.

Article 26: Direct settlement between RCA insurers

(1)The direct settlement between MTPL insurers is applicable to the cumulative fulfillment of the following conditions:

- a)car accidents occur on the territory of Romania;
- b)the vehicles involved in the car accidents are registered/registered in Romania;
- c)the damage is caused exclusively to vehicles;
- d)both vehicles involved in the car accident have RCA insurance valid on the date of the event;
- e)Damages exclude bodily injury.

(2)The direct settlement service is compulsorily offered by the insurer, but its purchase is optional by the insured.

(3)The direct settlement procedure is established by regulations of the A.S.F.

(4)The direct settlement does not affect the right of the injured person following a motor accident caused by a motor vehicle insured by RCA to exercise the direct action for the recovery of the damage caused against the RCA insurer of the person guilty of the car accident.

CHAPTER VII:Checking the RCA insurance

Article 27: Special conditions for the verification of vehicles registered/registered on the territory of Romania

When registering/registering in circulation, when making changes in the registration/registration certificate or in the identity card of a vehicle and when carrying out periodic technical checks, it is mandatory to present proof of the existence of the RCA contract, under the conditions of this law.

Article 28: Verification of registered/registered vehicles

(1)The compulsory motor civil liability insurance documents for vehicles that are normally parked on the territory of the Member States or those under the competence of the national offices that have signed the Multilateral Agreement are not subject to the control procedure, nor for those that are habitually parked on the territory of third countries, if they enter the territory of Romania from the territory of another Member State.

(2)By exception to the provisions of paragraph (1), the controls of the MTPL insurance are allowed if they are necessary and proportionate to achieve the purpose pursued, have a non-systematic, non-

discriminatory character, are carried out including on vehicles that are usually parked on the territory of Romania and do not aim exclusively at the verification of the MTPL insurance.

(2¹) The control of the RCA insurance is also allowed when it is carried out by means of technical devices that are part of an electronic traffic control and management system at local or national level, when the verification is also carried out on vehicles that are usually parked on the territory of Romania and are carried out without stopping the vehicles.

(2²) The operators of the control systems process the personal data of policyholders and vehicle drivers in accordance with the provisions of national and European legislation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

(2³) The personal data processed pursuant to this article exclusively for the purpose of carrying out a control on RCA insurance shall be kept only for as long as they are necessary for this purpose and, as soon as it has been fulfilled, they shall be completely deleted.

(2⁴) If, following a check on the MTPL insurance, it is found that a vehicle is covered by a MTPL insurance, the operator deletes that data.

(2⁵) If, following an inspection, it is not possible to determine whether a vehicle is covered by a RCA insurance, the data is kept for a limited period, which does not exceed the number of days necessary to determine whether the vehicle is covered by RCA.

(3) For vehicles that are not in the situation provided for in paragraph (1), it is mandatory to verify the documents attesting the existence of the RCA insurance valid in Romania at the checkpoints for crossing the state border by the border police personnel.

(4) Persons who are not in one of the situations provided for in Article 29 or persons who cannot prove the existence of valid RCA insurance at the control are obliged to conclude the border insurance provided for in Article 30.

Article 29: Vehicles registered abroad

Persons entering the territory of Romania with vehicles registered or registered outside the territory of Romania shall be presumed to be insured, under the conditions of this law, if:

- a) the competent national motor office in the State on whose territory the vehicle is normally parked is a signatory to the Multilateral Agreement;
- b) presents international insurance documents for damages caused by vehicle accidents, valid in Romania.

CHAPTER VIII Border Insurance:

Article 30: General provisions

- (1) Border insurance aims to cover by insurance the civil liability risks for vehicles that are registered/registered in a third country that enter the territory of Romania without having a valid RCA contract or whose RCA contract expires during the period of stay in Romania.
- (2) The driver of a vehicle that is registered/registered in another State, except for the driver who holds a valid Green Card issued under the authority of a competent national office, and with the exception of the driver whose civil liability insurance in the territory of the Member State of residence is guaranteed by the national office of that State, concludes a border insurance contract.
- (3) The border insurance is concluded on the date of entry of the vehicle on the territory of Romania or at the latest on the date of expiry of the international insurance document for damages caused by vehicle accidents valid in Romania, for a period of 30 days.
- (4) For vehicles normally stationed in countries other than those within the area of competence of a national office, border insurance may be extended for further periods of 30 days.
- (5) At the conclusion of the border insurance, on the basis of an insurance premium, the driver of the vehicle is issued a document called RC Border Insurance for vehicles valid in all member states of the European Union, the European Economic Area and the Swiss Confederation.

Article 31: Requirements and risks covered

- (1) The requirements for the form of the border insurance certificate are laid down in the BAAR Regulation.
- (2) Border insurance covers damages suffered as a result of events occurring within the territorial limits of application during the period of validity provided for in the border insurance certificate.
- (3) The insurers mandated by the BAAR carry out the activity of concluding the border insurance in the name and on behalf of the BAAR, on a contractual basis.
- (4) The driver of the vehicle whose use on the territory of Romania is conditioned by the conclusion of the border insurance presents the border insurance certificate for the entire duration of the vehicle's movement on the territory of Romania, after the validity of the international insurance document for damages caused by vehicle accidents has expired, until the exit from the territory of Romania.
- (5) Drivers of vehicles who do not fulfill their obligation to conclude border insurance are sanctioned in accordance with the legal provisions applicable in Romania.

Article 32: Organization and functioning of the BAAR

(1) BAAR is constituted as a professional, independent and autonomous association of all insurance companies, regardless of the form of organization and the state in which they have their registered office, which, based on the law, have the right to practice in Romania the mandatory civil liability insurance for damages caused to third parties by vehicle accidents.

(2) BAAR has the following attributions:

a) of the National Automobile Bureau;

b) compensation payment body, in accordance with the provisions of Article 33;

c) information centre, in accordance with the provisions of Article 34;

d) clearing body, in accordance with the provisions of Article 35;

e) to ensure the development and administration of the database on the record of RCA contracts in terms of collection, administration, processing, processing, quality management and publication of data regarding:

(i) compulsory motor civil liability insurance policies;

(ii) the damage and risk behavior of the owners and users of vehicles related to the RCA policies;

f) to compile and publish statistics on motor insurance at national and international level;

g) to elaborate and publish analyses and comparative studies on the rates used by MTPL insurers in the Member States and other information considered relevant for MTPL insurance;

h) to publish statistics on the evolution of compensation levels in cases of injury to personal injury or health or for death;

i) to receive and/or provide to the competent authority subordinated to the Ministry of Internal Affairs with the powers of organizing and coordinating the activity of recording and issuing registration certificates and license plates, the data regarding road accidents, vehicles insured for civil liability for damages caused to third parties by traffic accidents, under the conditions provided by Article 1 paragraph (2) of the Emergency Ordinance of Government no. 189/2005 for the establishment of measures regarding registered road vehicles, approved with amendments by Law no. 432/2006;

j) allocation of high-risk insureds, in accordance with the provisions of Article 19;

k) publishing on its own website data on trends regarding the fluctuations of the rates used by RCA insurers;

l) collecting and publishing aggregated data and information on the motor insurance market in Romania, including in terms of the volume of claims;

m) publication on its website of statistical data on the tariffs charged by the repair units specialized in vehicle repair.

(3) In order to fulfill the duties of the National Automobile Office, the compensation payment body and the compensation body, the BAAR establishes its own structure called the National Protection Fund, through the contribution of all members, proportional to the volume of gross premiums collected from the sale of the RCA/Green Card contracts. Available to the National Protection Fund, the levels of contributions for the BAAR and the database administration fee are established by regulations of the FSA at the proposal of the BAAR, so that the BAAR can perform at any time its duties as a national motor office, compensation payment body and compensation body.

(4) For the non-payment of the amounts due to BAAR on time, interest and late payment penalties are due, calculated in accordance with the legal regulations in force, applicable to the collection of budgetary debts. The interest and penalties paid are transferred to the BAAR account.

(5) The act by which the obligation of an insurer to pay the contribution to the BAAR is ascertained and individualized constitutes, according to the law, a debt title. On the maturity date, the debt instrument becomes an enforceable title, based on which the BAAR initiates the forced procedure for the recovery of debts, according to the provisions of the Code of Civil Procedure.

(6) In the exercise of the duties referred to in paragraph 2(a) and (b), the BAAR shall compensate the injured persons as guarantor of the compensation obligation and, after payment of the compensation, subrogate itself to their rights, acquiring a right of recourse against the person or persons responsible for repairing the damage, in respect of the compensation paid, the expenses related to the handling and settlement of the compensation claims, as well as for the legal interest related to the expenses incurred.

(7) The BAAR concludes memoranda/protocols of collaboration on the exchange of information with the authorities, institutions and companies that contribute to the safety of traffic on public roads. In order to carry out the duties referred to in paragraph (2)(a) to (d), the BAAR shall conclude agreements with equivalent entities in the other States.

(8) In order for the A.S.F. to meet the objectives regarding prudential supervision, BAAR provides, at the request of the A.S.F. or on its own initiative, aggregated and/or individual data and information regarding MTPL insurance.

(9) At the request of the vehicle owners, the BAAR issues within 15 calendar days a certificate regarding the civil liability actions of third parties.

(10) The Board of Directors of BAAR, the criteria to be met by the persons proposed for the management positions, the articles of incorporation, the statute and their amendments, the levels of contributions, contributions to the fund and the database administration fee shall be established by the BAAR with the prior approval of the A.S.F.

- (11)The income and expenditure budget of the BAAR, both the preliminary one and its execution, is approved by the A.S.F.
- (12)The FSA shall exercise supervisory powers with regard to the BAAR's competences provided for in paragraph (2)(b)-m).
- (13)The BAAR establishes rules of conduct applicable to the members, including regarding the conclusion of the RCA insurance for high-risk policyholders.
- (14)The BAAR ensures that the rules of conduct are implemented by its own members and establishes procedures regarding the analysis of the conduct of the members and the measures that may be imposed on them.
- (15)BAAR publishes and permanently updates on its website information regarding the necessary steps to obtain from BAAR the amounts due to the injured persons.

Article 33: Responsibilities of the BAAR as a compensation payment body

- (1)As a compensation payment body, the BAAR guarantees, without discussion, compensation to injured persons, residents of Member States, by accidents occurring on the territory of Romania or on the territory of a Member State other than their State of residence, by means of vehicles or trams that are normally stationed on the territory of Romania or on the territory of a State whose national motor office has not signed the Multilateral Agreement, RCA insurance, although, in accordance with the provisions of the law, RCA insurance had to be concluded for them or by means of unidentified vehicles, under the following conditions:**
- a)if the vehicle or tram was identified, but was not insured for RCA, compensation is granted both for material damage and for injury to bodily integrity or health or for death;
- b)if the vehicle or tram remains unidentified, compensation is awarded for bodily injury or health or death; compensation is also granted for material damages with the application of a deductible of 500 euros in RON equivalent at the exchange rate communicated by the National Bank of Romania on the date of the accident, if such an accident resulted in the death of a person or caused to the bodily integrity or health of a person an injury that requires medical care for healing for more than 60 days; an accident caused by a vehicle that has remained unidentified is the accident in which that vehicle collided directly with the injured person or with the property it damaged, after which it left the scene of the accident;
- c)in the event of the occurrence of risk during the period of suspension of the effects of the RCA contract, under the conditions of this law.
- (2)BAAR also intervenes as a compensation payment body in the event of accidents caused on the

territory of Romania or on the territory of another Member State, by means of a vehicle not insured for RCA, exported from another Member State to Romania, if the accident occurs within 30 days from the date of acceptance of the export.

(3) Persons who, on the date of the accident, have the possibility to recover the damages suffered on the basis of an optional or mandatory insurance or based on the law, nor those who voluntarily got into the vehicle driven by the person responsible for the accident, cannot benefit from compensation, if it turns out that they knew that a RCA contract was not in force for that vehicle.

(4) No entity that has compensated the injured persons in any way or has provided them with services in relation to the damages suffered, including medical services, on the basis of concluded contracts or on the basis of the law, has the right to request from BAAR the recovery of the expenses incurred.

(5) The amount of the damage suffered by the persons injured by vehicle accidents on the territory of Romania, as well as the persons who can benefit from compensation and the conditions of intervention of the BAAR as the compensation payment body are established in accordance with the provisions of this law and the rules adopted in its application in force in Romania on the date of the accident.

(6) For cases of damage which are settled through compensation bodies or guarantee funds in the States of residence of the injured persons or in the States in whose territory the accidents occurred, the amount of the damage shall be determined by these bodies, subject to compliance with the terms of the agreement they have concluded with the BAAR.

(7) BAAR cannot pay compensation for damages caused in a single accident that exceeds the limits of liability of the RCA insurer provided by the legislation in force at the date of the accident in Romania or by the legislation in force of the other states on the territory of which the accident occurred, from which the deductible provided by law will be deducted, as the case may be.

(8) In all cases where a person addresses the BAAR directly, the BAAR, on the basis of the information received from the injured party, submits a reasoned response regarding the payment of compensation.

Article 34: Responsibilities of the BAAR as an information centre

(1) As an information center, BAAR has the following attributions:

a) provide, at the request of injured persons or information centres in the other signatory States of the Agreement on the Exchange of Information between Information Centres, data on:

(i) the name and address of the RCA insurer for the vehicle driven by the person responsible for the accident;

(ii) the name and address of the compensation representative of the RCA insurer, issuer of the RCA

contract for the vehicle driven by the driver guilty of causing the accident, in the state of residence of the injured person;

(iii) the RCA contract number;

(iv) the name and address of the body authorized to receive and settle claims for compensation in the state of residence of the injured person, for the vehicle driven by the driver guilty of causing the accident or for the case where the owner of the respective vehicle benefits from a derogation from the obligation to conclude the RCA contract;

b) provides, at the request of the injured persons who have a legitimate interest, the name and address of the owner, of the ordinary driver or of the user of the vehicle driven by the driver guilty of the accident; these data may be requested by the injured party directly or through the information centre in his or her state of residence; the proof of the existence of the legitimate interest is the responsibility of the person making the request; The provision of such data is made in accordance with the provisions of the legislation on the processing of personal data and the free movement of such data.

(2) In order to fulfill the duties provided for in paragraph (1) letter b), the BAAR has the right of access to consult the records of vehicles registered or registered in Romania administered by the public authorities, under the conditions established by protocol concluded between A.S.F., THE Directorate for Driving Licenses and Vehicle Registration of the Ministry of Internal Affairs and BAAR.

(3) The information communicated by the MTPL insurer in accordance with Article 24(6) shall be transmitted to the national information centres of the Member States.

(4) The request referred to in paragraph 1(b) may be made by the injured party, either directly or through the information centre in the State of residence.

(5) [the text of Article 34, paragraph (5) of Chapter IX was repealed on 16-Nov-2025 by Article I, point 15. of Law 181/2025]

(6) BAAR may not process the personal data to which it has access according to paragraph (2) for any purpose other than that for which this law establishes the right of access.

(7) The protocol referred to in paragraph (2) also establishes the organizational and technical measures to ensure the security of the personal data processing carried out, under the conditions of the legislation on the protection of personal data, as well as measures necessary to ensure:

a) control of access to systems;

b) user control;

c) control of access to data;

d) establishing user profiles in relation to the relevant tasks under the conditions of this law;

- e) the mechanisms necessary for the exercise of the rights by the data subject;
- f) the necessary mechanisms for verifying the legality of the processing;
- g) the security of personal data processing.

Article 35: Responsibilities of the BAAR as a clearing body

(1) As a clearing body, BAAR intervenes in the following situations:

- a) if, within 3 months from the date on which the person resident in Romania who has suffered damage caused by a vehicle accident in the territory of a State located within the territorial limits of application, with the exception of Romania, or in the territory of a third State whose national office has joined the Green Card system, has filed a claim for compensation, by means of a vehicle that is ordinarily parked on the territory of a member state of the European Economic Area, except Romania, has not been compensated or has not received a reasoned response from the MTPL insurer of that vehicle or from the compensation representative of the MTPL insurer in Romania;
- b) if the MTPL insurer has not appointed a compensation representative on the territory of Romania;
- c) if within two months from the date of the accident the RCA insurer cannot be identified.

(2) The BAAR, as a compensation body, does not have standing to sue or as a civilly liable party in relation to the injured persons following the occurrence of vehicle accidents.

(3) Legal entities that have subrogated themselves to the rights of persons injured by accidents caused under the conditions provided for in paragraph (1)(a) may not submit claims for compensation to the BAAR.

Article 36

(1) BAAR develops policies and procedures for the management of MTPL insurance applicable to the high-risk insured, which include at least the following:

- a) elaboration of attributions regarding the management of MTPL insurance applicable to the high-risk insured to its own structures;
- b) the method of allocation and bidding in order to conclude the RCA contract for the high-risk insured;
- c) the method of determining and publishing the "N" factor referred to in Article 2(5) and Article 19(2);
- d) rules of conduct applicable to members, including regarding the conclusion of MTPL insurance for high-risk policyholders;
- e) aspects related to the conclusion of the RCA insurance contract by the assigned insurer.

(2) The policies and procedures provided for in paragraph (1) are approved by the general assembly of the BAAR and subject to the opinion of the FSA; its own policies and procedures are enforced by the BAAR and its members.

CHAPTER X: Sanctions

Article 37: Contraventions and sanctions

(1) It is a contravention to commit the following acts:

- a) the failure of the MTPL insurers to pay in full on time the compensation due from the mandatory MTPL insurance to the injured persons or to the insured, under the conditions of this law and of the regulations issued pursuant to Article 43;
- b) non-payment on time by the MTPL insurers of the amounts intended for BAAR and of the percentage contribution from the value of the gross premiums collected related to the mandatory MTPL insurance;
- c) failure to submit to the MTPL insurers by the insurance intermediaries the amounts collected as insurance premiums, if the act does not constitute a crime;
- d) failure of MTPL insurers to comply with the obligations laid down in Article 5(1) and (2), Article 6(3), (4), (7), (10) and (13), Article 11, Article 14, Article 18(1) and (6)-(10²), Article 21(1)-(5), Article 23(1), Article 24(6), Article 26(2);
- e) the failure of the persons on the Board of Directors of the BAAR, the persons holding management positions within the BAAR or the BAAR to comply with the obligation to determine the "N" factor provided for in Article 19(2) and the provisions of Article 4(4), Article 18(10) and Article 32(2)(b) to (m), paragraphs (3), (8), (9) and (15);
- f) non-compliance by the persons on the Board of Directors of the BAAR or by the persons holding management positions within the BAAR with the obligation to request the opinion/approval, according to Article 19(2), Article 32(10) and (11) and Article 36(2);
- g) non-compliance by the persons on the board of directors of the BAAR or by the persons holding management positions within the BAAR with the obligations to develop policies and procedures, including for the management of the MTPL insurance applicable to the high-risk insured, or to implement them, according to Article 19(3) and (4), Article 32(13) and (14) and Article 36(1).
- h) non-compliance by insurers and BAAR with the provisions of this law and the regulations of the A.S.F.;
- i) failure by insurers to comply with the prohibition of recovery of the difference in compensation between the optional insurance and the compulsory motor civil liability insurance, provided for in Article 23(4).
- j) non-compliance by insurers and persons who are part of their management with the measures established by the authorization, supervision and/or control acts or other measures adopted by the

A.S.F.

(2)The commission of the contraventions provided for in paragraph (1) shall be sanctioned as follows:

- a)the acts of the MTPL insurers referred to in paragraph (1) letter a), b), d), g), h) and i), with a written warning or, by derogation from the provisions of Article 8 paragraph (2) letter a) of the Government Ordinance no. 2/2001 on the legal regime of contraventions, approved with amendments and completions by Law no. 180/2002, with subsequent amendments and completions, with a fine from 50,000 lei to 500,000 lei;
- b)the acts of the persons in the management of the RCA insurers or of the persons who hold key positions or other critical functions within them, provided for in paragraph (1) letters a), b), d), g), h) and i), with a written warning or with a fine from 10,000 lei to 100,000 lei;
- c)the acts of the persons in the board of directors of the BAAR or of the persons holding management positions within the BAAR, provided for in paragraph (1) letter e)-g), with a written warning or with a fine from 10,000 lei to 100,000 lei;
- d)the acts of insurance intermediaries, provided for in paragraph (1) letter c), with a written warning or with a fine from 1,000 lei to 100,000 lei;
- e)the BAAR deeds provided for in paragraph (1) letters e) and h), with a written warning or with a fine from 10,000 lei to 100,000 lei;
- f)the acts of the RCA insurers or of the persons who are part of their management for non-compliance with the measures provided for in paragraph (1) letter j), with a written warning or with a fine from 10,000 lei to 100,000 lei.

(3)The ascertainment of the contraventions provided for in paragraph (1) shall be made by the persons responsible for monitoring, supervision and/or control within the FSA. The application of the contravention sanctions provided for in paragraphs (2) and (5)-(7) shall be carried out by the FSA Council by decision, in due compliance with the provisions of Article 28(15) and (20) and Article 31 of Law no. 236/2018, with subsequent additions, of Article 163 paragraphs (12) and (16) and of Article 165 of Law no. 237/2015, as subsequently amended and supplemented.

(4)Depending on the nature and seriousness of the act, the A.S.F. Council may apply other contravention sanctions:

- a)MTPL insurers;
- b)persons from the management of RCA insurers or persons who hold key or other critical positions within them;
- c)insurance intermediaries.

(5)The contravention sanctions applied to the MTPL insurers according to paragraph (4) letter a) are the following:

- a)temporary or definitive prohibition of the exercise of the insurance activity for the compulsory RCA insurance;
- b)withdrawal of the operating authorization.

(6)The contravention sanctions applied to the persons in the management of the MTPL insurers or the persons who hold key positions or other critical functions within them, according to paragraph (4), letter b) are the following:

- a)prohibition of the right to hold positions that require the approval of the FSA for a period between one year and 5 years from the communication of the sanctioning decision or on another date expressly mentioned therein;
- b)withdrawal of the approval granted by the A.S.F.

(7)The contravention sanctions applied to insurance intermediaries according to paragraph (4) letter c) are the following:

- a)temporary or permanent prohibition of the activity of insurance intermediation;
- b)withdrawal of the authorization.

(8)The penalties provided for in paragraphs 5 to 7 may be applied cumulatively with those provided for in paragraph 2.

(9)The violation by natural or legal persons of the insurance obligation provided for in Article 3 and of the obligations provided in Article 6 paragraph (8) constitutes a contravention and is sanctioned with a fine from 1,000 lei to 2,000 lei and with the retention of the vehicle registration/registration certificate until the presentation of the document regarding the conclusion of the insurance for the vehicles that are registered/registered; the finding of contraventions and the application of sanctions are made by the traffic police personnel of the Romanian Police exclusively for the situation of the circulation of uninsured vehicles on roads open to public traffic.

(10)The act issued by the A.S.F. establishing and individualizing the payment obligation of the MTPL insurers and of the persons in the management of the MTPL insurers or of the persons who hold key positions or other critical functions within them constitutes a debt title, which on the maturity date becomes an enforceable title.

(11)By way of derogation from the provisions of Article 10 paragraph (2) of Government Ordinance no. 2/2001, approved with amendments and completions by Law no. 180/2002, as subsequently amended and supplemented, in case of finding the commission of two or more contraventions, the fine

provided for the most serious contravention shall be applied.

(12)The FSA publishes the sanctions applied according to paragraphs (5) to (7) in the Official Gazette of Romania, Part I.

(13)The application of the sanctions provided for in this article does not remove the material, civil or criminal liability, as the case may be.

(14)The provisions of Government Ordinance no. 2/2001, approved with amendments and completions by Law no. 180/2002, as subsequently amended and supplemented, insofar as they are not contrary to the provisions of this law.

(15)A.S.F. shall immediately communicate to the European Commission the following:

a)the provisions of this article;

b)amendments and/or additions to this article.

(16)By derogation from the provisions of Article 13 of Government Ordinance no. 2/2001, approved with amendments and completions by Law no. 180/2002, with subsequent amendments and completions, the application of the contravention sanction is prescribed within 3 years from the date of the commission of the deed. In the case of continuous contraventions, the limitation period of 3 years runs from the date of the finding of the fact or from the date of termination of the last act or fact committed, if this moment occurs before the finding.

Article 38: Crimes

(1)The issuance and sale of false or falsified RCA insurance policies is a crime, which is punishable according to Law no. 286/2009 on the Criminal Code, with subsequent amendments and completions.

(2)The use of counterfeit and/or falsified parts or assemblies by car repair units in the repair of damaged vehicles.

CHAPTER XI: Transitional and final provisions

Article 39: Transitional provisions

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

(2)On the date of entry into force of this law, the null legal acts, voidable or affected by other causes of ineffectiveness, concluded under Law no. 136/1995 on insurance and reinsurance in Romania, with subsequent amendments and completions, pursuant to the Government Emergency Ordinance no.

54/2016 on the mandatory motor civil liability insurance for damages caused to third parties by vehicle and tram accidents and the rules issued in their application, remain subject to the provisions of the old law, and cannot be considered valid or, as the case may be, effective according to the provisions of this law.

(3) This law applies to all RCA insurance contracts/policies issued after the date of its entry into force and in relation to all damages to be compensated based on them.

(4) On the date of entry into force of this law, BAAR shall take over the entire patrimony of the Street Victims Protection Fund and shall be reorganized in accordance with the provisions of this law.

(5) The National Protection Fund, as a structure of the BAAR, will consist of the Green Card Common Fund owned and managed by the BAAR and 95% of the available funds that will be taken over from the Fund for the Protection of Street Victims. The difference of 5% of the respective available will be used for the operating expenses of the BAAR.

(6) From the date of the takeover of the patrimony by the BAAR, the Fund for the Protection of Street Victims will be dissolved.

Article 40: Final provisions

(1) Police units, fire units, medical units within the public and private medical system, family doctors and other public authorities competent to investigate vehicle accidents or to assess the health status of the victims of such an event, as the case may be, will communicate, at the request of the RCA insurers, the BAAR and the Insured Guarantee Fund, within no more than 30 days from the request, the information held regarding the causes and circumstances of the occurrence of the insured risks and the damages or injuries caused, in order to establish and pay the due compensation by the RCA insurers and by the BAAR.

(2) The state body with responsibilities in the field of traffic surveillance, guidance and control, investigation and resolution of traffic accidents is obliged to give notice within 48 hours to the BAAR regarding any vehicle accident occurring on the territory of Romania resulting in injury to bodily integrity or health or the death of one or more persons.

(3) The Ministry of Internal Affairs ensures the interoperability of the database with information on registered vehicles and information on fines and other sanctions applied to vehicle drivers.

(4) As a result of the administration and management of the database provided for in Article 32(2)(e), the obligations of the FSA provided by the Government Emergency Ordinance no. 189/2005, approved with amendments by Law no. 432/2006, are taken over by the BAAR.

(5) The provision of personal data according to this law and the rules issued in its application is made in compliance with the provisions of national and European legislation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Article 41: Applicable legislation

This law is supplemented by the provisions of Law no. 287/2009 on the Civil Code, republished, with subsequent amendments, with those of the Government Emergency Ordinance no. 195/2002, republished, with subsequent amendments and completions, and with those of the Government Emergency Ordinance no. 189/2005, approved with amendments by Law no. 432/2006.

Article 42: Notification of tariffs

The FSA may require insurers to notify in advance of the increase in tariffs or to submit their increase to its prior approval only in the case of the introduction of a general national price control system, according to European regulations.

Article 43: Regulations

(1) Within 30 days from the date of entry into force of this law, the FSA shall issue regulations in its application regarding:

- a) elements of the RCA contract, including its renewal and the risks covered;
- b) conditions and criteria for authorizing the insurer to practice RCA insurance;
- c) the format of the RCA insurance policy;
- d) the method of ascertaining, assessing the damages and establishing the compensations;
- e) conditions for payment of compensation;
- f) facilities and penalties applicable to the insured;
- g) the list of documents necessary for the settlement of the compensation claim;
- h) criteria for applying the bonus/malus system;
- i) the level of contributions and payment terms to the BAAR, as well as the database administration fee;
- j) the method of notification and registration of the personnel who carry out the damage assessment;
- k) RCA insurance applicable to high-risk policyholders;
- l) the method of direct settlement;
- m) (the text of Article 43(1)(M) of Chapter XI was repealed on 14 July 2022 by Article I, point 16 of Law 202/2022)
- n) other elements related to RCA insurance.

(2) Until the issuance by the A.S.F. of the regulations according to the provisions of paragraph (1), the

regulations issued by the A.S.F. in application of the Government Emergency Ordinance no. 54/2016 and Article 5¹ of Law no. 32/2000, as subsequently amended and supplemented, shall continue to apply, insofar as they do not contravene the provisions of this law.

Article 44: Correlation with other normative acts

In the normative acts, the phrase "RCA insurance policy" is replaced by the phrase "RCA contract", and the phrase "Street Victims Protection Fund" is replaced by the phrase "Romanian Motor Insurers' Bureau".

Article 45: Repeals

On the date of entry into force of this law, the following shall be repealed:

- a) Law no. 136/1995 on insurance and reinsurance in Romania, published in the Official Gazette of Romania, Part I, no. 303 of December 30, 1995, with subsequent amendments and completions;
- b) Government Emergency Ordinance no. 54/2016 on the mandatory motor civil liability insurance for damages caused to third parties by vehicle and tram accidents, published in the Official Gazette of Romania, Part I, no. 723 of 19 September 2016;
- c) Article 5¹ and Article 39(2)(j) of Law no. 32/2000 regarding the activity and supervision of insurance and reinsurance intermediaries, published in the Official Gazette of Romania, Part I, no. 148 of 10 April 2000, with subsequent amendments and completions.

Article 46: Entry into force of the law

This law enters into force 30 days after the date of publication in the Official Gazette of Romania, Part I.

Article 47: Setting Up/Taking Over an Insurance Company

The Ministry of Public Finance, within 12 months from the entry into force of this law, may elaborate the normative act for the establishment/takeover of an insurance company, with state capital, in the field of MTPL and other types of insurance.

*

This law transposes the provisions of Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 on insurance against civil liability in respect of motor vehicles and the control of the obligation to insure against such liability, published in the Official Journal of the European Union, series L, no. 263 of 7 October 2009, as well as the provisions of Articles 21(2) and 181(3) of Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009

on the taking-up and pursuit of the business of insurance and reinsurance (Solvency II Directive).

This law was adopted by the Romanian Parliament, in compliance with the provisions of Article 75 and Article 76 paragraph (1) of the Romanian Constitution, republished.

p. THE PRESIDENT OF THE CHAMBER OF DEPUTIES,

PETRU-GABRIEL VLASE

PRESIDENT OF THE SENATE

CĂLIN-CONSTANTIN-ANTON POPESCU-TĂRICEANU

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