

Insurance Product Information Document (IPID)

Insurance product: Compulsory civil liability insurance for damage caused to third parties by vehicle and tram accidents – MTPL (RCA)

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This document is a summary intended for general information purposes; it provides an overview of the key features of the MTPL insurance product but is not tailored to your specific needs. Full pre-contractual and contractual information is provided in other documents. To ensure you are fully informed, please read all these documents, as they will enable you to make an informed decision.

What is this kind of insurance?

This document outlines the compulsory civil liability insurance product covering damages caused by accidents involving vehicles and trams (MTPL). This is a mandatory insurance policy, in accordance with legal provisions (Law No. 132/2017, as subsequently amended and supplemented, and ASF Norm No. 20/2017).

Natural or legal persons owning vehicles subject to registration in Romania, as well as owners of trams, are required to obtain civil liability insurance covering damages caused by vehicle accidents within the territorial limits stipulated by applicable regulations. An exception to the requirement to conclude an MTPL (compulsory motor third-party liability) contract applies to natural or legal persons who use vehicles exclusively for legally organized training sessions, races, contests, or rallies. Vehicle owners or competition organizers may voluntarily obtain insurance coverage for risks arising from these activities.



What is insured?

Without exceeding the limits of liability provided in the MTPL Contract and under the conditions in which the insured event occurred during the validity period of the MTPL Contract, the MTPL insurer grants monetary compensation for:

- ✓ bodily injury or death, including non-pecuniary loss;
- ✓ material damage, including deregistration and registration costs, stamp duty fees, costs incurred to mitigate the loss, and expenses related to the depreciation in the vehicle's value following repairs, as proven by documentation;
- ✓ costs to restore the vehicle to its pre-accident condition;
- ✓ losses resulting from the inability to use the damaged vehicle, including the provision of a temporary replacement vehicle, at the injured party's discretion;
- ✓ expenses related to transporting the damaged vehicle from the accident scene to a repair facility chosen by the injured party, if the vehicle is no longer capable of moving under its own power.

Compensation limits:

- ✓ For material damage caused in a single accident, regardless of the number of injured parties, the compensation limit is **6.434.740 RON**
- ✓ For bodily injury and death, including non-pecuniary loss, caused in a single accident, regardless of the number of injured parties, the compensation limit is **31.926.210 RON**

Optional coverages for MTPL

- ✓ Direct settlement
- ✓ Road assistance (maximum authorized mass ≤ 3.5t, maximum length 7000 mm and height 2400 mm, maximum 9 seats)



What is not insured?

- ✗ Cases in which the owner, user, or driver of the at-fault vehicle bears no civil liability, if the accident was caused: by force majeure / solely by the fault of the injured party / solely by the fault of a third party;
- ✗ damage caused to property belonging to the driver of the vehicle responsible for the accident, and damage resulting from bodily injury to or the death of that driver;
- ✗ fines of any kind and legal expenses/court costs arising from criminal proceedings;
- ✗ expenses incurred in criminal proceedings by the owner, user, or driver of the insured vehicle who is liable for the damage caused, even if the civil aspect was also resolved within the criminal proceedings.



Are there any restrictions on the cover?

- ! Damage caused by vehicles when used as machinery or work equipment;
- ! damage caused during loading and unloading operations;
- ! cases of loss or damage where proof of the validity of the MTPL insurance is not provided or the MTPL insurer bears no liability;
- ! damages caused to persons or property inside the vehicle involved in the accident, if the MTPL insurer can prove that the injured parties knew the vehicle in question was stolen;
- ! the damaged asset and the insured vehicle form part of the spouses' joint assets;
- ! the damaged property is used by the owner of the insured vehicle that caused the damage;
- ! damage caused to the transported goods, provided a contractual relationship existed at the time of the accident.

**Other exclusions specific to each optional coverage also apply.
Please read the complete Terms and Conditions carefully.**



Where am I covered?

- ✓ Insurance coverage applies to insured events occurring in Romania;
- ✓ If the loss occurred abroad, you are covered in the countries listed on the Green Card document, which is issued alongside the MTPL policy and forms part of the insurance contract;
- ✓ Furthermore, you are also covered in the territories of states situated between two states that directly connect two European Union member states, where there is no national motor insurance bureau;
- ✓ Road assistance services are provided 24 hours a day, 365 days a year, throughout Romania.



What are my obligations?

- Notification of the MTPL insurer regarding the occurrence of an insured event within 5 working days of the accident;
- Provide the injured party, upon their request, with the information necessary to formulate claims for compensation;
- Complete an amicable accident report where the legal conditions for doing so are met;
- If you are classified as a high-risk insured, you may apply to BAAR to obtain an insurance offer. BAAR will generate an offer based on the reference tariff and assign you an MTPL insurer for the purpose of concluding the MTPL contract.

If you wish to activate Road Assistance, please keep the following in mind:

- Notification of the insurer in the event of an insured incident must be made immediately, but no later than 24 hours after the accident occurs;
- Without providing all the necessary information, the Emergency Line will not be obliged to provide assistance;
- After calling 0219705 for assistance, you are required to remain with the vehicle until roadside assistance arrives;
- Please do not take any initiative or incur any costs without the prior approval of our Emergency team.



When and how do I pay?

- Payment is made exclusively online. You can opt for automated monthly payments via FlexiPay (using a bank card or Revolut), which guarantees a fixed premium for 12 months, or choose to pay the full amount by bank card.



When does the cover start and end?

The MTPL insurer's liability begins:

- Starting the day after the expiration of the previous MTPL contract for the Insured who fulfills the obligation to take out insurance no later than the last day of its validity;
- Starting the day after the MTPL contract was concluded, for persons who did not hold valid MTPL insurance at the time the new insurance was concluded;
- From the moment the insurance contract is issued, but no earlier than the effective date of the provisional circulation authorization or the vehicle's registration, for vehicles sold that are to be registered.

The MTPL insurance contract terminates:

- On the date the vehicle owner notifies the MTPL insurer regarding the transfer of ownership of the vehicle, accompanied by supporting documents;
- On the date the vehicle is deregistered from circulation;
- Upon the expiration of the term stipulated in the MTPL contract.



How do I cancel my contract?

According to legal provisions, you can:

- Terminate MTPL contracts concluded with other insurers (in cases of multiple insurance), while keeping in force the contract that became effective first (this right may be exercised only once per calendar year);
- Request the termination of the contract in the cases mentioned in the previous section (transfer of vehicle ownership, deregistration, or theft);
- Terminate the MTPL contract with a notice period of 20 days, if you do not agree with the change in the insurance premium notified by the Insurer (when it determines that the information provided at the conclusion of the contract is inaccurate);
- Exercise the legal right of withdrawal within 14 calendar days of the online issuance date, without penalties and without justification, with a full refund of the premium (if the policy has not yet come into effect) or a pro-rata refund for the unused period (if the policy has already come into effect and no claims have occurred).