



**QUESTIONNAIRE ON THE INSURANCE METHODS
APPLICABLE TO THE TRANSPORT OF GOODS BY ROAD**

MOLDOVA

Information provided by: International Association of Road Hauliers of Moldova (AITA)

- 1. Which legal bases refer in your country to the insurance of the transport of goods by road:**
 - a. for national transport?**
 - b. for international transport?**

The legal field for the insurance and reinsurance-related activity, development and consolidation of the relations between the insurers, insureds and any third persons is formed by the Constitution of the Republic of Moldova, Civil Code of the Republic of Moldova dated 6 June 2002 (Articles 1301 – 1330), Insurance Act No. 414 dated 22 December 2006 (arts. 3-4, 13 and 15), as well as other acts and rules of the supervising authorities issued to execute the legislation related to the insurance, international agreement where Republic of Moldova is a contracting party. The national legal frameworks do not expressly limit any insurance related to the international road goods transport but the current legislation offers an option to practice insurance in both national and international goods transports.

- 2. Is this regulation of imperative nature?**

NO. Insurance in this field is not obligatory but only optional.

- 3. Does the national regulation make a distinction between an insurance concerning the damages suffered by the goods and an insurance linked to the contractual liability of the transport operator?**

NO. The national legislation does not specifically define these notions. In the first case the goods are insured but in the second case – the liability of the transport operator. Thus, the object of the insurance differs. More of that, the risk group and subject of insurance also differ so that these types of insurance cannot be included on one and the same contract

- 4. If the answer to question 3 is positive, is it possible to foresee the two types of insurance in the same contract?**

(The answer is negative)

5. Is there a model of insurance contract for these types of insurance?

The sample insurance contracts are usually drafted by every insurance company separately, basing on the principles foreseen by the Insurance act and the Civil Code of Moldova as well as other rules and laws of the Republic of Moldova, including the “Special Conditions of the Optional Insurance of the Civil Liabilities of the Transport Operators” coordinated with the State Insurance Supervision Inspectorate and the Non-Governmental Pension Foundation under the auspices of the Ministry of Finance of the Republic of Moldova.

According to the Article 1310 of the Civil Code of Moldova an insurance contract should include:

- Names of the contractual parties, state identification number, legal address or location.
- Object of insurance.
- The risks insured.
- Beginning and duration of the contract.
- Insurance premium, place and terms of payment.
- Terms of the contract modification, cancellation and expiration.
- Terms of the insured losses reimbursement and/or insurance compensations.
- Rights and obligations of the parties.
- Liabilities of the parties.
- Disputes jurisdiction.
- Other conditions set forth by the legislation of agreed by the parties.

6. If the answer to question 5 is positive, does this model have to be systematically respected by insurance companies?

The insurer has to apply – in cases foreseen by the legislation – the standard insurance contracts. In case of a goods transport insurance there are no standard adopted forms of the insurance contracts.

The insurer’s conditions of insurance are obligatory for the insurant if a contract expressly foresees their application and if they are expressed in the text of a contract or are annexed to it. In case the conditions of insurance are annexed to the contract the fact of handling the annex by the insurer must be indicated in the text of a contract.

7. Which of these two insurances is most frequently contracted:

- a. by the transport operator?**
- b. by the freight forwarder?**

AITA has no insurance-related statistics in the field of the goods transport.

8. In practice, does the consignor generally insure his goods?

According to the “MOLDCARGO” SA insurance company, as a rule, transport operators conclude their insurance contracts as optional, related to their civil liability as transport operators but it is impossible for the transport operators of forwarders to

insure the goods because of there is no insured interest. In fact, the goods delivery contract normally foresees a party which shall insure the goods (forwarder or consignee).

9. What is the legal basis for the recourse by the insurer against the person responsible for the damage (including the transport operator)?

For every obligations in general Civil Code arts. 512-514, 572-573, 575, 581-584, 593-597 et 602-621. For insurance contracts in particular: Insurance Act art. 17.2.

Referring to the legal base of the insurer to initiate a redress actions against any persons guilty, according to the Article 17.1 of the Insurance Act, the insurer may have the redress rights against a person insured but such cases are quite unique. These reasons are listed in the Article 17.1 of the Insurance Act.

Causing any losses as a result of an intended action of an insurant or a beneficiary, intended to provoke pr facilitate an insured case except for any actions of a civil duty or life, health, honour and dignity defence.

Causing any losses as a result of an infraction committed by an insurant or a beneficiary related to the insured case.

Intended communication of false data by an insurant or a non-communication of data, known to an insurant related the insured interests if any circumstances hidden were the reason of an insured case.

Other event foreseen by the legislation

10. Is it possible to insert a clause in the insurance contract which would forbid any recourse from the insurer?

YES, except the terms indicated in Article 17(1) of the Insurance Act.

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