



UKRAINE

UA

1.1 What was the date of the original Law, which introduced Compulsory Third Party Motor Insurance and that of its entry into force?

The original Law was adopted on 7th July 1994, and expected to enter into force on 1st January 1995.

1.2 What is the date of the present Law and that of its entry into force?

The present Law was adopted on 1st July 2004 and entered into force on 1st January 2005.

2.1 Which are the classes of motor vehicles for which insurance is compulsory?

Insurance is compulsory for motor cars, buses, self-propelled vehicles constructed on chassis of motor cars, motor-cycles of any type, brand and model, trailers, semi-trailers and motor cycle side-cars.

2.2 Which are the classes of motor vehicles, if any, exempted from compulsory insurance?

Trolley buses and trams are exempted from compulsory insurance.

3. Is the Law applicable to foreign visitors?

Yes.

4. Does the Law apply in respect of liability for both personal injury and damage to property?

Yes, it does.

5. What are the minimum limits of liability required for the two types of damages?

MINIMUM VALUES OF SUM INSURED

Personal injury per person	UAH 51,000
Personal injury per accident	Unlimited
Property damage per person	UAH 25,500
Property damage per accident.....	UAH 127,500

(With effect from 1/1/2005)

6.1 Does the Law require cover in respect of passengers carried in the vehicle?

Yes, it does.

6.2 Is there any category of passenger excluded?

Passengers that are insured in compliance with compulsory accident insurance of passengers in public transport. It refers mainly to passengers of interurban coaches.

7. Under which conditions of the Policy is an Insurer permitted by Law to reject a Third Party Claim? Please specify.

The Insurer shall not indemnify in the following cases:

- 1) damages, caused by the insured vehicle, which are not subject to the provisions of the law on TPL insurance.
- 2) damages to the insured vehicle liable for causing the road-traffic accident
- 3) bodily injuries to the passengers who stayed in the insured vehicle liable for causing the road-traffic accident and who are insured in compliance with compulsory accident insurance of passengers in public transport
- 4) damages to the property remaining in the insured vehicle liable for causing the road-transport accident
- 5) damages caused while using the insured vehicle during test runs or for the participation in the formal racing
- 6) damages which are a direct or indirect result of nuclear fission or radiation of these materials
- 7) damages which are formulated as depreciation (loss of value) of the vehicle
- 8) damages to antique articles, articles made of precious metals, precious or semi-precious stones, bijouterie, articles for religious use, paintings, manuscripts, money, securities, all kinds of documents, philatelic, numismatic and other collections
- 9) damages caused by a road-traffic accident resulting from riots and civil commotion, military conflicts, acts of terrorism, "act of god", explosion of ammunition or fire of the motor vehicles not connected with the accident.

8. Is there a direct right of action by a Third Party against an Insurer?

Yes.

9. Does a claimant resident in a foreign country have a direct right of action against the local Bureau or the Insurer representing the Bureau?
Yes.

10.1 Does the Law in your country require the Insurer and/or Bureau to make an offer of compensation to a claimant within a specified time? If yes,
Yes.

10.2 What is the nature of the damages to which the time-limit applies?
The time-limit applies both for personal injury and property damage.

10.3 What is the specific time-limit?
The specific time-limit is one month commencing from the date the Insurer has received the required documents or according to the court judgment in case of a court.

10.4 Which are the other provisions of the Law in this respect? (for ex. sanctions)
The time-limit may be prolonged, if a dispute occurs regarding the compensation offered by the Insurer and the claim is to be settled by legal proceedings.

10.5 Are there any similar stipulations for provisional payments?
No.

11.1 Is there a limitation period for legal proceedings against the Insured or the Insurer? (If yes, please specify).
The limitation period is unlimited.

11.2 Are there any provisions in the Law which allow for the suspension or extension of that limitation period? If yes, please specify.
No.

12.1 Is there a Guarantee Fund in your Country? If yes,
There are two Funds in our country: Insurance Guarantee Fund and Fund for Protection of Victims of Road Traffic Accidents (Victim Fund)

- **Insurance Guarantee Fund** is intended for ensuring solvency of Motor (Transport) Insurance Bureau of Ukraine in course of mutual settlements with corresponding organizations authorized to provide third party liability motor insurance of transport vehicles owners of other countries, with which Ukrainian Bureau has concluded Agreement for mutual recognition of contracts for insurance and mutual claims settlement.
- **Fund for Protection of Victims of Road Accidents (Victim Fund)** is intended for effecting settlements with third parties on the territory of Ukraine.

12.2 What are the conditions and limits of intervention of the Guarantee Fund?
The Motor (Transport) Insurance Bureau of Ukraine provides compensation from the guarantee funds in the following cases:

- 1) for damages and injuries which are caused by uninsured vehicles. Compensation is not provided for the damaged vehicle - victim of the road-traffic accident as well as the property contained in the vehicle if such a vehicle is not insured under the compulsory motor TPL insurance.
- 2) for injuries which are caused by unidentified vehicles
- 3) for damages and injuries which are caused by the vehicle which no longer is in possession of the owner as a result of illegal actions of other persons
- 4) for damages and injuries which are caused by vehicles personally driven by participants of war operations and invalids (category 1)
- 5) when the insured renders his / her vehicle to personnel of militia (police) or health safety bodies (in cases stipulated by the law)
- 6) in cases of bankruptcy or liquidation of the insurer

12.3 Are they applicable to non-residents whether they are the cause of, or victims of, accidents?
These conditions are applicable to non-resident victims.

13. Any other special features?
There are no other special features.
