

KOPIA

Członek Rady Biur

Member of the Council of Bureaux

DO WSZYSTKICH
CZŁONKÓW PBUK
+ BLOS i CORIS
+ P. Kazimierz Ortyński (PZU SA)

Warszawa, 13 stycznia 2003

PISMO OKÓLNE NR 2/2003

dotyczy: podpisania Jednolitej Umowy z Biurem Narodowym Białorusi

Szanowni Państwo,

Nawiązując do pisma okólnego nr 11 z dnia 20/12/2002r. uprzejmie informujemy, że Polskie Biuro Ubezpieczeń Komunikacyjnych, upoważnione Uchwałą Zwyczajnego Walnego Zgromadzenia Członków PBUK z 13 grudnia 2002r. podpisało w dniu 10 stycznia 2003r. Jednolitą Umowę między Biurami z Biurem Białorusi. **Umowa wchodzi w życie w dniu 15 lutego 2003r.**

Oznacza to, że począwszy od ww. daty polskie Zielone Karty będą uznawane na terenie Białorusi za ważny dokument ubezpieczenia odpowiedzialności cywilnej posiadaczy pojazdów mechanicznych, a ich białoruskie odpowiedniki na terenie Polski.

Biuro Białoruskie w trakcie wymiany korespondencji dotyczącej współpracy zapewniło PBUK, że polskie Zielone Karty będą honorowane na przejściach granicznych i na terytorium całego kraju, mimo że przez pewien okres może nie być wprowadzony międzynarodowy symbol Białorusi - **BY**.

Przekazujemy do Państwa wiadomości fotokopię pisma przekazanego przez Biuro Białoruskie, na którego treść, w przypadku jakichkolwiek trudności, prosimy się powoływać.

Likwidacja szkód spowodowanych na terytorium RP przez pojazdy posiadające ważne Zielone Karty wystawione przez Biuro Białoruskie będzie prowadzona przez TUiR „WARTA” SA lub w przypadku kolizji interesów przez PZU SA.

Pragniemy przypomnieć, że jeśli w ciągu 60 dni wypłacone odszkodowanie nie zostanie zrefundowane, wskazane jest niezwłoczne informowanie PBUK, które zażąda refundacji od Biura Białoruskiego lub za pośrednictwem Komitetu Zarządzającego Rady Biur uruchomi gwarancje finansowe przedłożone przez Biuro Białoruskie.

PL 00-050 Warszawa, ul. Świętokrzyska 14
tel.: Centrala (+48 22) 551-51-00, Zarząd (+48 22) 551-51-01, fax (+48 22) 551-51-99
e-mail: pbuk@pbuk.com.pl

Konto: Societe Generale O/Warszawa nr 18400007-22-10973-0081-01-1
lub BPH PBK S.A. XIII O/Warszawa, ul. Jasna 8, nr 11101024-401020182596
NIP 521-11-06-910

W załączeniu przekazujemy stronę kompendium dotyczącą Białorusi (w wersji angielskiej) oraz listę Członków Biura Białoruskiego.

Wyłącznie celem przypomnienia informujemy, iż zgodnie z art. 4 Jednolitej Umowy między Biurami wystawianie Zielonych Kart na terytorium kraju, którego Biuro Narodowe jest Członkiem Systemu jest niedozwolone. Znaczy to, że polskie zakłady ubezpieczeń nie mogą wystawiać Zielonych Kart na terytorium Białorusi.

Przypominamy również, iż status „Członka przejściowego” oznacza, że wszelkie działania Biura Białoruskiego będą szczególnie wnikliwie monitorowane przez Radę Biur. Zmiana statusu może nastąpić dopiero wówczas, gdy stwierdzone zostanie jednogłośnie, że Biuro wywiązuje się bez zastrzeżeń z obowiązków wynikających z Jednolitej Umowy między Biurami. Dlatego też dla oceny współpracy z Biurem Białoruskim prosimy o kwartalne przekazywanie następujących danych:

- liczba zdarzeń w Polsce z udziałem białoruskich pojazdów;
- liczba zdarzeń na terytorium Białorusi z udziałem polskich pojazdów;
- wysokość odszkodowań wypłaconych w ciężar białoruskich zakładów ubezpieczeń;
- wysokość odszkodowań wypłaconych w ciężar polskich zakładów ubezpieczeń;
- ocenę terminowości likwidacji szkód;
- ocenę sprawności potwierdzania ważności Zielonych Kart;
- inne uwagi.

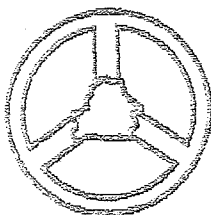
Zwracamy się również z prośbą do TUiR „WARTA” SA oraz PZU SA o zgłaszanie przypadków jakichkolwiek nieprawidłowości związanych z likwidacją szkód spowodowanych na terytorium RP, zwłaszcza o nieterminowej refundacji zobowiązań.

Z poważaniem

PREZES ZARZĄDU

Mariusz W. Wichtowski

zał.: jw.



Беларускае бюро па транспартнаму страхаванню

Белорусское бюро по транспортному страхованию

Belarusian Transport Insurance Bureau

220004, г. Мінск, вул Кальварыйская, 1

тэл.: 220-93-55, тэл./факс: 229-50-48

10.01.03 № 02-04/1065
На № _____ от _____

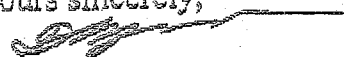
Mr. Mariusz Wichtowski
President
Polish Motor Insurance Bureau

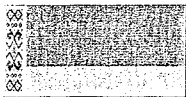
14-Świętokrzyska street,
00-050 Warsaw
POLAND

Dear Mr. Wichtowski,

Referring to your letter dated January 10, 2003, and to our today teleconversation we would like to inform you that the Belarusian Transport Insurance Bureau would recognize Polish Green Cards without international letters "BY".

Yours sincerely,


Kucherin P.M.
Director General



- 1.1 What was the date of the original Law, which introduced Compulsory Third Party Motor Insurance and of its entry into force?**
Decree of the President of the Republic of Belarus No 8 dated 19 February 1999 and the Decree of the President of the Republic of Belarus No.100 dated 19 February 1999, commencing 1 July 1999.
-
- 1.2 What is the date of the present Law and of its entry into force?**
Decree of the President of the Republic of Belarus No.8 dated 19 February 1999 and Decree of the President of the Republic of Belarus No.100 dated 19 February 1999, commencing 1 July 1999, followed by changes and additions.
-
- 2.1 Which are the classes of motor vehicles for which insurance is compulsory?**
Legal liability of owners of all classes of vehicles has to be covered by compulsory insurance, including military and state owned vehicles.
- 2.2 Which are the classes of motor vehicles, if any, exempted from compulsory insurance?**
Legal liability of the owners of the following classes of vehicles is legally exempted from compulsory insurance: motorbikes, small tractors, self-propelled agricultural, land-improvement and construction machines, railway transport and cartage.
-
- 3. Is the Law applicable to foreign visitors?**
The Law applies to all owners of motor vehicles that are in operation in the territory of the Republic of Belarus, including foreign visitors.
-
- 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?**
Personal Injury.....Euro 5000
Damage to Property.....Euro 5000
-
- 6.1 Does the Law require cover in respect of passengers carried in the vehicle?**
Yes
- 6.2 Is there any category of passengers excluded?**
No
-
- 7. Under which conditions of the Policy is an Insurer permitted by Law to reject a Third Party Claim? Please specify.**
There is no special provision in the Regulations that would permit the insurer to refuse to pay the victim insurance indemnification. However the following causing damage cases are not provided with the insurance compensation:
- to life, health and (or) personal property due to force majeure circumstances or deliberate actions of the victim;
 - to the owner of the motor vehicle (the person driving the motor vehicle) who is acknowledged guilty in the road accident in the established order;
 - to the property of the owner of the motor vehicle driven by the person guilty in traffic accident;
 - to the property in the form of cash money, jewellery, securities, documents and collection units;
 - in the result of the traffic accident not registered in the state Traffic Inspection of the Ministry for Internal Affairs;
 - in the process of using the motor vehicles in sport competitions, races, in the course of training;
 - in the result of all kinds of military actions and measures, their consequences, the civil war, people disorders and strikes;
 - due to the contamination of the environment or by its damaged objects in the result of traffic accident;
 - through the fault of the owners of motor vehicles whose civil liability is not subject to the compulsory insurance
 - by the freight dropped from the motor vehicle, an object coming from under a wheel or by the mechanism mounted on the motor vehicle at its operation (operation of lifting crane, a sand sprayer, etc.);
 - to the victim who failed to keep the motor vehicle or other destroyed or damaged property in the post-accident state until it is examined by an expert;
 - to the owner of the motor vehicle tied or otherwise connected with the other vehicle the owner of which is found guilty in

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the traffic accident in the established order.

In the above-mentioned cases the victim or his heir may commence an action in accordance with the legislation for the compensation against the person who has caused the damage.

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

The Third Party can use direct action right against the insurer. Before taking legal action the victim must first contact the insurer.

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?

See above question 8.

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,

The participants of the traffic accident shall be obliged to declare of the traffic accident within five business days to the Insurer (Bureau). If the victim manages to prove that he had no possibility to declare of the road accident within five business days due to valid causes the statement of the accident can be passed to the Insurer (Bureau) within three months period of the date the traffic accident occurred. On the expiry of this period the documents for damage compensation can be accepted by the Insurer (Bureau) only by the court judgement.

The Insurer (Bureau) shall draw up the act of the accident on the basis of the written explanation of the persons and the documents received from the State Traffic Inspection of the Ministry for Internal Affairs on the insurer's demand, as well as other documents confirming the fact of the insured accident occurrence, within five business days after receiving the mentioned documents.

The insurance compensation will be paid within ten business days from the date of drawing up the act of the insured accident.

10.2 What is the nature of the damages to which the time- limit applies?

The time- limit applies to all kinds of damages except for the cases when the insurance indemnification is considered by the court.

10.3 What is the specific time- limit?

After the court judgment.

10.4 Which are the other provisions of the Law in this respect? (for ex. Sanctions)

For every day of delay in the insurance compensation payment through the fault of the insurer or the Bureau the victim or his heir shall be paid the fine in the amount established by the Law.

10.5 Are there any similar stipulations for provisional payments?

If the Insurer (Bureau) did not reimburse the Insurance Compensation to the victim within two months after the traffic accident he is obliged to make the re-calculation of the damage extent caused to the victim according to the EUR exchange rate, established by the National Bank at the day of drawing up the act of the insured accident.

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

According to the civil code the limitation period is 3 years from the date of the accident.

11.2 Are there any provisions in the Law, which allow for the suspension or extension of that limitation period? If yes, please specify.

The limitation period can be extended according to the court judgment.

12.1 Is there a Guarantee Fund in your Country? If yes,

Yes, there is a Protection Fund for victims of road accidents in the Republic of Belarus.

12.2 What are the conditions and limits of intervention of the Guarantee Fund?

If a vehicle

i) was uninsured (under the condition when the victim was insured).

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- ii) no longer was in the possession of the owner without his guilt as a result of illegal actions of other persons.
 - iii) was not identified (excluding property damage).
 - iv) was insured by insolvent insurer.
-

12.3 Are they applicable to non-residents whether they are the cause of, or victims of, accidents?
Yes

13. Any other special features?

LISTA CZŁONKÓW BIURA BIAŁORUSKIEGO

Stan na dzień 13 stycznia 2003r.

1. Unitary Insurance Enterprise „Belgosstrakh”:
code – 01,
address – 70-K.Libknekht str., 220036, Minsk, the Republic of Belarus,
Tel.: (+375 17) 286 12 22, 252 48 90, 213 08 05, fax: (+375 17) 259 10 40;
2. Joint-Stock Insurance Company “TASK”:
code – 02,
address – 58/9-Fr. Skorina’s avenue, 220005, Minsk, the Republic of Belarus,
Tel.: (+375 17) 284 03 97, 232 47 66, fax: (+375 17) 284 09 24;
3. Joint-Stock Insurance Company “Belneftestrakh”:
code – 03,
address – 23-Masherov avenue, offices 811-813, 818-819, 220004, Minsk, the Republic of Belarus,
Tel.: (+375 17) 223 24 55, fax: (+375 17) 226 78 88;
4. Joint-Stock Insurance Company “BASO”:
code – 04,
address – 2a-Pionerskaya str., 220020, Minsk, the Republic of Belarus,
Tel.: (+375 17) 250 26 63, 250 26 55, fax: (+375 17) 250 39 84;
5. Joint-Stock Insurance Company “Belvneshstrakh”:
code – 05,
address – 6-Skryganov str., 220073, Minsk, the Republic of Belarus,
Tel.: (+375 17) 209 25 34, fax: (+375 17) 209 25 65;
6. Joint-Stock Insurance Company “AlVeNa”:
code – 06
address – 14-Mayakovski str., 220006, Minsk, the Republic of Belarus,
Tel.: (+375 17) 221 86 52, fax: (+375 17) 221 59 27;
7. Joint-Stock Insurance Company “Prom TransInvest”:
code – 07,
address – 7a-Voronyanski str., 220039, Minsk, the Republic of Belarus,
Tel./fax: (+375 17) 228 12 73, 228 12 48.