

**The European Union's TACIS Action Programme 2004 – Central Asia
Promotion of Networks: TRACECA**

Republic of Kazakhstan, Kyrgyz Republic, Republic of Tajikistan,
Republic of Turkmenistan, Republic of Uzbekistan

Development of Co-ordinated National Transport Policies

Republic of Kazakhstan, Kyrgyz Republic,
Republic of Tajikistan, Republic of Turkmenistan,
Republic of Uzbekistan

Reference: EuropeAid/122076/C/SER/Multi

*Annexes to the Completion Report – Volume II
(Period: 07/05/07-06/01/09)*

*Annex 1: Protocols, minutes and legal texts
recommended by the working groups*



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GOPA - TRADEMCO Consortium

Annexes to the Completion Report – Volume II

Development of Co-ordinated National Transport Policies

**The European Union's TACIS Action Programme 2004 – Central Asia
Promotion of Networks: TRACECA**

Republic of Kazakhstan, Kyrgyz Republic, Republic of Tajikistan
Republic of Turkmenistan, Republic of Uzbekistan

Submitted by the Consortium
GOPA – TRADEMCO

(Period: 07/05/07-06/01/09)

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DEVELOPMENT OF THE COORDINATED NATIONAL TRANSPORT POLICIES

**REPUBLIC OF KAZAKHSTAN, THE KYRGYZ REPUBLIC,
REPUBLIC OF TAJIKISTAN, REPUBLIC OF TURKMENISTAN,
REPUBLIC OF UZBEKISTAN**

**Recommendations of EWG 1:
«Harmonization of Technical Prescriptions for Road
and Environmental Safety of Motor Vehicles »**

Dushanbe City, 10 September 2008



REFERENCE: EUROPEAID/122076/C/SER/MULTI

DEVELOPMENT OF THE COORDINATED NATIONAL TRANSPORT POLICIES

of the Republic of Kazakhstan, Kyrgyz Republic, Republic of Tajikistan, Republic of Turkmenistan, Republic of Uzbekistan

RECOMMENDATIONS

of the Working Group on «Harmonization of Technical Prescriptions for Road and Environmental Safety of Motor Vehicles »

Dushanbe City, 10 September 2008

The following issues were discussed at the Working Group meeting:

1. *Ensuring international level of motor vehicles safety control.*
2. *Environmental safety of motor vehicles*
3. *Standards on maximum permissible weights, axle loads and dimensions of motor vehicles.*

On the first issue:

CA Countries are recommended to:

a) Establish a common procedure and frequency for passing compulsory technical inspection for each category of motor vehicles, in accordance with Annex 1 to the EU Directive 96/96 EC «On the approximation of the laws of the Member States relating to roadworthiness tests for motor vehicles and their trailers».

б) Harmonize national normative technical documents prescribing the safety control norms and methods of motor vehicle in operations with the requirements of the UN ECE CR.1 «Consolidated Resolution on Road Traffic», «International Agreement concerning the Adoption of Uniform Conditions for Periodical Technical Inspections of Wheeled Vehicles and the Reciprocal Recognition of such Inspections», 1997 (hereinafter referred to as 1997Agreement) and EU Directive 96/96.

в) In order to unify national norms and methods of motor vehicle safety control, apply provisions of the GOST 1057:2004 and GOST 1058:2004 of the Republic of Uzbekistan as the most harmonized ones with the CR.1 and 1997Agreement.

г) Lay down on the legislative level the conditions for performing compulsory technical inspections of motor vehicles, making provisions for possible participation of specialized organization of different forms of ownership in compulsory technical inspections, stipulating herewith privileges and preferences for private companies, designating high-technology production facilities to perform compulsory technical inspection of motor vehicles.

д) To ensure quality safety control of the motor vehicle technical condition, introduce bidding procedures to admit private companies to the process of compulsory technical inspections, having set herewith:

- *The requirements on admittance and procedure for participation of organizations (legal persons) and individual entrepreneurs in technical conditions safety control of motor vehicle during compulsory technical inspections;*
- *Requirements to facilities and quality of performance of compulsory technical inspection of motor vehicle;*

е) Take measures aimed to create more attractive investment climate, influx of additional funds for financing of the projects on development and introduction of advanced technical inspection stations to perform compulsory technical inspection.

Take into consideration similar proposals available from the investments companies SGS (Switzerland) and VERITAS (France).

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ж) For the purpose of implementation of Annex 8 to the Convention on Harmonization 1982, develop a procedure for introduction of International Technical Inspection Certificate (ITIC), taking into account requirements set forth by the 1997 Agreement, regarding, *inter alia*:

- Categories of corresponding wheeled motor vehicles and frequency of inspection thereof;
- Equipment and/or part items of motor vehicles subject to inspection;
- Testing methods through which the requirements imposed on the performance characteristics of motor vehicles shall be confirmed;
- Conditions for issuance of inspection certificate of prescribed format and its reciprocal recognition;
- Technical control centers duly authorized by the competent authorities to perform inspections of the wheeled vehicles.

On the second issue:

Currently it is recommended to the CA countries to:

a) Develop, based on their relevant environmental and economic prerequisites, action plan for phased introduction in their countries of standards on:

- Allowable emissions of hazardous substances in motor vehicles exhaust gases;
- Characteristics of produced or procured types of motor fuels;
- Production by the manufacturing plants (is any) and purchase of motor vehicles compliant with the certain environmental class EURO-2÷5.

b) To control motor vehicles under operations of EURO 2 and higher environmental class, develop a new standard, taking as a basis Rule №1 Uniform provisions for periodical technical inspections of wheeled vehicles with regard to protection of the environment of 1997 Agreement.

c) When developing national normatives and control methods of hazardous substances in exhaust gases of motor vehicles under operations compliant with the Rule №1 of 1997 Agreement, an account must be taken of:

1. For vehicles with gasoline engines:

- The normative value of contaminants shall be established based on equipment of vehicles with a particular gas neutralization system.
- Requirements to technical condition of vehicle and engine systems directly responsible for exhaust gas neutralization.
- Measurement procedure, which should be substantially expanded.

2. For diesel-engined vehicle the exhaust smoke measurement system remained the same.

d) Should the vehicle manufacturing plant establish in service manual maximum allowable values of contaminant emissions, use these parameters during compulsory technical inspections or random toxicity level control.

e) Oblige the automotive engineering manufacturers to specify in service manuals replacement age of catalyst converters, particulate filters and other elements ensuring predetermined environmental level of motor vehicles.

f) Make provisions in all National programs on introduction of efficient methods for mitigation of environmental hazard of motor vehicles a concessional taxation for purchasers of new or used EURO-2, EURO-3, 4, 5 compliant motor vehicles, and provision of preferential credits. It is particularly important for purchase of road trains for international movements.

g) Discuss the possibility for:

- differentiated approach to the utilization in the regions of automotive engineering enhanced environmental classes (taking into account the saturation of the regions with the automotive engineering, non-uniformity in delivery thereof, local operation conditions);
- labeling of motor vehicles with colour marks corresponding to environmental classes; changing excise tax on motor gasolines (based on environmental characteristics rather than on octane numbers);
- Increasing the requirements to the quality of gasoline and diesel fuels (develop oil products quality control system in retail and legal framework for cessation of activities of the companies selling fuels not complying with the Regulations);
- Applying «ecological» marking on fuel distribution columns and fitting fuel stations with the equipment for fueling of vehicles with the urea solution (on the basis of 1,5—2 % of the total volume of diesel fuel sales for EURO-4,5 compliant vehicles).

On the third issue:

The CA countries are recommended to:

a) Establish normative value of the maximum weight for three-axle trailer and semi-trailer bogies with single wheels with air suspension, with the wheel based between 1,3 m and 1,8 m, equal to 22,5 tones (Kyrgyzstan, Tajikistan and Turkmenistan).

b) For the unification purposes, establish normative values of the gross combination (articulated) road train weight:

- Five axle – 40 tones
- Six axle, consisting of three-axle truck tractor + three axle semi-trailer – 44 tones.

c) develop science-based expanded regulatory documents on allowable dimensions, gross weights and axle loads of motor vehicles used in international transport, taking into account various combinations, axled bogies and distance between them, making it maximum harmonized with the similar parameters prescribed in EU Directive 96/53. On the basis thereof submit proposals on revision of the Agreement on the Weight and Dimensions of Road Vehicles Carrying Out Interstate Transport on the Roads of the CIS signed in Minsk on 4 June 1999.

r) In Section “Carriage of Goods” of the Traffic Rules revise the paragraph concerning allowable weights and dimensions of motor vehicles to read as follows:

«Dimensions and gross weight of the vehicle and axle load distribution shall not exceed values established by the manufacture and normative requirements for common use roads».

d) In order to advance to extensive introduction and to reveal the potential and high-efficiency modular long heavy-duty road trains, organize in the short run a pilot trip of eight-axle road trains with the gross weight of 60 tones and the length of 25,25 m from Sweden, Finland to the Central Asian countries.

e) Recognize as advisable to take measures for unification of requirements of the Agreement on Introduction of International Weighing Certificates for Freight Vehicles on the Territory of CIS Member Countries, signed in Cholpon-Ata on 16 April 2004, with the requirements of Annex 8 to the International Convention on the Harmonization of Frontier Controls of Goods, 1982r., regarding the form, procedure of issuance and use of international weighing certificate for vehicles.

The recommendations are signed by the Working Group composed of:

For the Republic of Kazakhstan:

- A. Abildaev
- A. Abeuov
- V. Paliy
- E. Smaiyl

For Kyrgyz Republic:

- N.Kopgurbaev


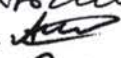


For the Republic of Tajikistan:

- A.A. Tursunov
- A. Khakimov
- A. Tokhirov
- B. Eshonov


For the Republic of Uzbekistan:

- V.A. Topalidi
- D. Khamraev





От Республики Казахстан

- Абиьлдаев А. 
- Абеуов А. 
- Палий В. 
- Смайыл Е. 



От Республики Кыргызстан

- Копгурбаев Н. 

От Республики Таджикистан

- Турсунов А.А. 
- Хакимов А. 
- Тохиров А. 
- Эшонев Б. 

От Республики Узбекистан

- Топалиди В.А. 
- Хамраев Д. 



DEVELOPMENT OF THE COORDINATED NATIONAL TRANSPORT POLICIES

**REPUBLIC OF KAZAKHSTAN, THE KYRGYZ REPUBLIC,
REPUBLIC OF TAJIKISTAN, REPUBLIC OF TURKMENISTAN,
REPUBLIC OF UZBEKISTAN**

**Minutes of the meeting of EWG I
on freight transport and road transport market aspects**

Dushanbe City, 10 September 2008



REFERENCE: EUROPEAID/122076/C/SER/MULTI

**DEVELOPMENT OF THE COORDINATED NATIONAL
TRANSPORT POLICIES**

**Republic of Kazakhstan, Kyrgyz Republic, Republic of Tajikistan, Republic of
Turkmenistan, Republic of Uzbekistan**

MINUTES

**of the meeting of Expert Working Group I on freight transport and road
transport market aspects**

10 September 2008

Dushanbe, Republic of Tajikistan

Project Contract Number: EUROPEAID/122076/C/SER/MULTI

MINUTES

of the meeting of Expert Working Group I on freight transport and road transport market aspects

**10 September 2008
Dushanbe, Republic of Tajikistan**

Expert Working Group I on freight transport and road transport market aspects acting under the Project on Development of Coordinated Transport Policies, having discussed the items on the agenda of regular meeting held on the 10th September 2008 in Dushanbe City, Republic of Tajikistan, on international automobile third party liability insurance in Central Asia countries, agreed as follows:

1. Take a basis principal approaches and recommendations set forth in the attached Annex 1 to these Minutes;
2. Send the aforesaid principal approaches and recommendations to the authorized government bodies, professional associations of insurers, insurance companies of Central Asian countries and other stakeholders for consideration and additional comments and proposals;
3. Commission Regional Insurance Expert N.S.Alymbaev to refine upon principal approaches and recommendations based on received comments, proposals, activity coverage and expected results of the Project.
4. Recommend authorized government bodies, professional associations of insurers, insurance companies of the Central Asian countries and other stakeholders to commence practical activities for implementation of principal approaches and recommendations on international automobile third party liability insurance in Central Asia countries.

E.M. Seidakhmetova

Vice-President, National Association of Insurers of Kyrgyzstan

E. Shermakhanbetov

Expert, Insurance market participants and other financial institutions supervision Department, Agency of the Republic of Kazakhstan on financial institutions and financial market regulation and supervision.

D.Kh.Khamraev

Director General, Association of International Freight Forwarders of Uzbekistan

Kh.O.Odinaev

First Deputy Director General, Tajik State Insurance Company "Tojiksugurta"

N.S. Alymbaev

Regional Insurance Expert

Principal approaches and recommendations

1. Acknowledge the expediency and need for development and introduction of a common international automobile third party liability insurance system at the territory of Central Asia (hereinafter referred to as CA) countries.
2. Authorized government bodies, together with insurance companies shall consider the possibility of acceding to the White Card system (in the short run) and Green Card system (in the long run).
3. Authorized government bodies, insurance companies shall start making contacts with the administration bodies of the White/Green Card systems (for example, Bureau Councils) to discuss the prospects and possibility of commencement of preparatory measures for accession.
4. Approve the following main goals and objectives of the Green/White Card Systems:
 - Ensure guaranteed protection of persons injured in road traffic accident (hereinafter referred to as road accident) where the guilty person is a citizen of other CA country, through indemnification for harm to the life and health, damage to property, including to the third persons;
 - Dispense the vehicle owners transiting other CA countries with the necessity of fulfilling insurance prescriptions adopted in these countries;
 - Facilitate unobstructed movement of vehicles across national boundaries of CA countries;
 - Ensure prompt settlement of insurance events consequences;
 - Introduce uniform norms and principles of settlement of road accident consequences;
 - Create conditions for accession of CA countries to the international insurance systems;
 - Create common automobile third party liability insurance market in CA countries.
5. Approve the following main principles:
 - Green/White Card international insurance system shall be extended only to those CA countries where automobile third party liability insurance is a mandatory in accordance with the procedure established by the national legislation;
 - The efficiency of Green/White Card system shall be officially recognized in each Ca country;
6. It shall be necessary to develop national legislation on compulsory automobile third party liability insurance, which facilitates the integration of the country to the international insurance systems Green/White Card.
7. When developing norms and principles of automobile third party liability insurance the terms and definitions used in international practice shall be applied.
8. The Governments of CA countries shall take necessary measures to ensure unimpeded currency resources movements across the border and guarantee the provision of financial services.
9. The Governments of CA countries are recommended to give support to national structures in development of international automobile third party liability insurance system.
10. The CA countries are recommended to revise and bring national tax legislation in conformity with Green/White Card system application provisions.
11. Establish in CA countries a uniform methodology for calculation of guarantee deposit, deposit currency and procedure of generation thereof, or the procedure for provision of bank guarantee to the amount of deposit.
12. Provisionally it is necessary to develop the Insurer Waiting List. The insurance companies meeting the following requirements shall be included in the Waiting list:
 - Availability of statement of readiness to perform operations under international compulsory automobile third party liability insurance system and provide financial guarantee to the amount of deposit;
 - At least 3 years experience in the area of insurance, including at least 1 year experience in

- compulsory automobile third party liability insurance;
 - Mandatory contribution of the lump sum reconciliation payment to the current liabilities fund formed by the professional association of insurers;
 - Successful passing of financial solvency test;
 - Availability of agreement on reinsurance against risks with international reinsurers possessing credit rating;
 - Fulfillment of additional conditions of participation in international compulsory insurance systems specified by the professional association of insurers.
13. Identify on competition basis a reliable resident bank providing financial guarantees to the foreign bank.
 14. Establish National Green/White Card Bureau. In the performance of this task the following options should be considered:
 - Functions and authorities of the National Bureau shall be assigned to the existing professional association of insurers; or
 - Set up a new organization.
 15. Define functions, objectives and authorities of the National Bureau.
 16. Identify the terms of financing of the National Bureau activities, including types and amount of insurer membership fees to the National Bureau and to International Council of Bureau.
 17. Determine the criteria and conditions for insurers' membership in the National Bureau subject to the joint responsibility of insurers under International Green/White Card system.
 18. Recognition of the National Bureau by the Government of CA countries.
 19. The implementation of the Green/White Card rules shall be performed on the basis of compulsory automobile third party insurance.
 20. Take timely measures to enter into bilateral agreements on mutual recognition and guarantees determining the Green/White Card system operation procedure.
 21. Stipulate the establishment of temporary coordinating authority and entrust it with the insurers' efforts coordination function on accession to the Green/White Card system.
 22. Make every effort to reduce the period of "preliminary (transitional) member" status of the country.
 23. Determine the insurance liability limit for the damage inflicted to the health and life, as well as property.
 24. Identify the cost of insurance policies in CA countries.
 25. Establish the amount, structure and usage procedure of underwriting rates.
 26. Determine the guarantee fund formation procedure to indemnify the harm caused to injured persons.
 27. Establish the effective procedures for examination of claims and payment of compensation on the basis of mutual trust.
 28. Stipulate the application of electronic document management standards and technologies.
 29. Adopt a common list of payment limitations.
 30. Develop an integrated information system both on the level of individual insurers and on the level of Single National Information Resource.
 31. Develop an integrated information system to ensure operations of border control, customs, traffic patrol and other authorities.
 32. Develop a common information data-base on insured accidents (insurance events).
 33. Develop a regularly operating information web-portal linked with the International Green/White Card System.
 34. Create a call-center to provide necessary support and assistance to the drivers and injured persons.
 35. Develop an efficient reinsurance program and insurer liability reinsurance instruments.



DEVELOPMENT OF THE COORDINATED NATIONAL TRANSPORT POLICIES

**REPUBLIC OF KAZAKHSTAN, THE KYRGYZ REPUBLIC,
REPUBLIC OF TAJIKISTAN, REPUBLIC OF TURKMENISTAN,
REPUBLIC OF UZBEKISTAN**

**Recommendations of the EWG 1
on the section «Harmonization of technical
prescriptions and improvement of road and
environmental safety of motor vehicles»**

Almaty, 04 December 2008



REFERENCE: EUROPEAID/122076/C/SER/MULTI

DEVELOPMENT OF CO-ORDINATED NATIONAL TRANSPORT POLICIES

**REPUBLIC OF KAZAKHSTAN, REPUBLIC OF TAJIKISTAN,
KYRGYZ REPUBLIC, REPUBLIC OF UZBEKISTAN,
REPUBLIC OF TURKMENISTAN**

EUROPEAID/122076/C/SER/MULTI

RECOMMENDATIONS

**of the Working Group on the Section
«HARMONIZATION OF TECHNICAL PRESCRIPTIONS AND
IMPROVEMENT OF ROAD AND ENVIRONMENTAL SAFETY
OF MOTOR VEHICLES»**

The following issues were considered at the Working Group meeting:

- 1. Ensuring international level of motor vehicle safety control***
- 2. Environmental safety of motor vehicles***
- 3. Norms on maximum permissible weights, axle loads and dimensions of motor vehicles***

Legal and regulatory framework of the CA countries – Republic of Kazakhstan, Republic of Tajikistan, Kyrgyz Republic, Republic of Uzbekistan and Republic of Turkmenistan regulating transport systems activities has significant differences. This resulted in increased transport component in the price of goods transported, reduced competitiveness of goods from the Central Asia and emerging of numerous administrative and technical barriers.

It appears that coordination of national transport strategies in the CA countries should go along the approximation of their respective transport legislation with relevant UN ECE Conventions and Agreements, Recommendations of UN ECE CR.1 «On road traffic» and CR.4 «On international traffic facilitation» and EU Directives. At the same time this would allow to:

- a) unify transport legislation within Central Asia;
- b) carry out smooth road movements between CA and to European countries;
- c) become civilized transit countries for road transport between Asia and Europe.

The purpose of this Section is to make a constructive contribution to the transport strategies harmonization process of the beneficiary countries, namely to the development of uniform technical requirements, methods of control and enhancement of environmental safety and technical condition, as well as in the area of maximum permissible weights, axle loads and dimensions of motor vehicles based on EU experience.

Based on the studies of the considered issues carried out in CA countries and CIS and examination of the relevant EU experience, new draft standards on vehicle safety control in operation were developed:

- Draft GOST №1 «Motor vehicles. Safety requirements to the technical condition».
- Draft GOST №2 «Motor vehicles. Periodic inspection. Methods of control».

Also a draft standard «Motor vehicles. Weight and dimension parameters» was developed for the CA countries. This Draft standard takes into account the experience of EU and CIS, and prospects for utilization in international carriages on Europe-Asia routes of modular long-length road trains.

In general the CA countries are recommended:

On the first issue:

a) Establish a uniform procedure and frequency of passing compulsory technical inspection for each category of vehicles not less than those recommended in Annex I to the Council Directive 96/96 EU « On the approximation of the laws of the Member States relating to roadworthiness tests for motor vehicles and their trailers».

b) Harmonize national regulatory and technical documents prescribing the standards and methods of the safety control of vehicle in operations with the requirements of the Consolidated Resolution CR.1 UNECE « On road traffic», International Agreement «Concerning the adoption of uniform conditions for periodical technical inspections of wheeled vehicles and the reciprocal recognition of such inspections (1997)» (hereinafter the 1997 Agreement) and Council Directive 96/96 EU.

c) To this end, make the best use of draft harmonized standards on safety control of vehicle in operations developed and proposed by the project experts:

- Draft GOST «Motor vehicles. Safety requirements to the technical condition».
- Draft GOST «Motor vehicles. Periodic inspection. Methods of control»

d) Lay down, at the legislative level, the conditions for carrying out mandatory vehicle technical inspection, making provision for participation of specialized organizations of different forms of ownership in carrying out of mandatory technical inspection, including granting of privileges and preferences to private companies installing high-technology production facilities to perform mandatory vehicle technical inspection.

e) To ensure quality vehicle technical condition safety control, introduce tender procedure for admission of private companies to the process of carrying out mandatory technical inspections, by setting forth:

- *Requirements on admission and procedures of participation of the entities (legal entities) and private entrepreneurs in vehicle technical condition safety control during conduction of mandatory vehicle inspections;*
- *Requirements to material and technical base and quality of mandatory vehicle inspection performance;*

f) Take measures aimed at creation of more attractive investment climate, influx of additional project financing funds for development and introduction of advanced technical inspections stations to perform mandatory technical inspection.

Give consideration to available similar proposal received from investment companies SGS (Switzerland) and VERITAS (France)

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g) For the purpose of implementation of the Annex 8 to the «Convention on Harmonization, 1982», develop a mechanism for introduction of the International Technical Inspection Certificate taking into account requirements set forth in the 1997 Agreement concerning, *inter alia*:

- Categories of relevant wheeled vehicles and the frequency for inspection thereof;
- Vehicle equipment items and/or parts subject to inspections;
- Methods of inspection to be used to support requirements imposed on vehicle operational performance;
- Conditions for issuance of inspection certificates, prescribed format and its reciprocal recognition;
- Technical control centers authorized by the competent authorities to carry out wheeled vehicle inspections.

h) Accede to the International agreement developed by the UNECE Inland Transport Committee «Concerning the adoption of uniform conditions for periodical technical inspections of wheeled vehicles and the reciprocal recognition of such inspections» 1997, effective from 27.01.2001.

On the second issue:

a) Proceeding from their ecological and economic assumptions to develop (except the Republic of Kazakhstan) action plan for phased introduction at their relevant territories standards concerning:

- permissible hazardous vehicle exhaust emissions;
- characteristics of produced or purchased motor fuels;
- production by the manufacturers (if there are any) and purchasing of vehicles complain with the particular Euro-2÷5 environmental class

b) In order to control Euro-2 or greater environmental class compliant vehicles in operations to develop a new standard taking as a basis Rule No.1 to the 1997 Agreement «Uniform provisions for periodical technical inspections of wheeled vehicles with regard to the protection of the environment».

c) When developing national norms and control methods of hazardous vehicle exhaust emissions in operations aligned with the Rule No. to the 1997 Agreement the following should be taken into account:

1. For vehicle with gasoline engines:

- Normative values of contaminants shall be established based on equipping of vehicles with one or another gas neutralization system.
- Requirements shall be set for the technical condition of those vehicle and engine directly responsible for the exhaust gas neutralization.
- measurement methodology should be significantly expanded by using on-board failure control system in the exhaust gas management and neutralization system for Euro-3 compliant engines or greater.

2. For diesel powered vehicle the exhaust smoking metering system remained unchanged.

d) In case the vehicle manufacturer establish in the operating instruction the maximum permissible hazardous emissions values, these parameters should be used in performance of mandatory technical inspections or selective exhaust gas toxicity control.

e) The manufacturers of automobile equipment should be obliged to specify in motor vehicle operating instruction the period for mandatory replacement of catalyst converters, particulate filters and other elements ensuring the targeted environmental level of vehicles.

f) Envisage in all National programs on introduction of efficient methods for reduction of motor vehicle environmental hazard the revisions of taxation system for purchasers of new or used Euro-2, Euro-3, 4, 5 standard compliant vehicles and provision of preferential credits. It is particularly important for purchase of road trains for international carriages.

g) Discuss the possibility concerning:

- differentiated approach to the use in the regions of vehicles of improved environmental classes (based on the saturation of regions with automotive engineering, delivery irregularity thereof, local operational conditions);
- vehicle marking with coloured marks corresponding to different environmental classes; adjustment of excise tax on motor petrol (based on environmental characteristics rather than on octane number);
- enhancing the requirements for the quality of petrol and diesel fuel (develop oil products quality control system in retail and legal framework for termination of activities of companies selling fuels not complaint with the Regulation);
- applying «environmental» marking on fuel distribution columns and fitting fuel stations with equipment to fill in vehicles with the urea solution (on the basis of 1,5—2 % of diesel fuel sales volume for Euro-4, 5 class compliant vehicles).

On the third issue:

a) To establish the standard value of the maximum weight for three-axle trailer and semi-trailer single wheel dollies equipped with air suspension with the distance between axis between 1,3 to 1,8 m – 22,5 tons (Kyrgyzstan, Tajikistan and Turkmenistan).

b) For unification purposes establish standard values of the gross weight of articulated road trains:

- Five-axle – 40 tons
- Six-axle comprising three-axle tractive units + three-axle semi-trailer – 44 tons.

c) To develop a science-based expanded regulatory document on permissible dimensions, full weights and axle loads of vehicles used in international carriages, taking into account various combinations of axle dollies and

distance between them, by harmonizing them as much as possible with similar parameters established in Council Directive 96/53 EU. On the basis thereof submit the proposals on revision of the Agreement on the Weight and Dimensions of Road Vehicles Carrying Out Interstate Transport on the Roads of the CIS, signed on 4 June 1999 in Minsk.

d) For this purpose to use as much as possible a new Draft Standard «Motor vehicles. Weights and dimension parameters».

e) To revisit the item relating to permissible vehicle weights and dimensions of the Section «Carriage of goods» of the Traffic Rules and state it in the following wording: «The dimensions and gross weight of vehicles and load distribution by axis shall not exceed the values established by the manufacturer and regulatory requirements for common use roads».

f) In order to proceed to a large-scale introduction and capacity development of high performance modular long-length heavy-load road trains, to organize in the nearest future pilot trips of eight-axle road trains with the 60 tons gross weight and of 25,25m long from Sweden, Finland to CA countries.

g) To recognize as advisable taking measures to unify the requirements of the Agreement between the road authorities of the CIS Member-states concerning the introduction of the International Vehicle Weight Certificate on the territory of CIS Member-states» made on 16 April 2004 in Cholpon-Ata with those of Annex 8 to the International to the International Convention on the Harmonization of Frontier Controls of Goods, 1982 on the part of form, procedure for issuance and used of the International vehicle Weight Certificate.

h) For the Republic of Tajikistan and the Republic Turkmenistan to accede to the International Convention on the Harmonization of Frontier Controls of Goods, 1982.



DEVELOPMENT OF THE COORDINATED NATIONAL TRANSPORT POLICIES

**REPUBLIC OF KAZAKHSTAN, THE KYRGYZ REPUBLIC,
REPUBLIC OF TAJIKISTAN, REPUBLIC OF TURKMENISTAN,
REPUBLIC OF UZBEKISTAN**

**Minutes of the meeting of EWG I
on freight transport and road transport market aspects
(subgroup on insurance issues)**

Almaty, 04 December 2008



REFERENCE: EUROPEAID/122076/C/SER/MULTI

DEVELOPMENT OF THE COORDINATED NATIONAL TRANSPORT POLICIES

**Republic of Kazakhstan, Kyrgyz Republic, Republic of Tajikistan, Republic of
Turkmenistan, Republic of Uzbekistan**

MINUTES

**of the meeting of Expert Working Group I on freight transport and road
transport market aspects (subgroup on insurance issues)**

4 December, 2008

Almaty, Republic of Kazakhstan

Project Contract Number: EUROPEAID/122076/C/SER/MULTI

MINUTES -2

of the meeting of Expert Working Group -1 on freight transport and road transport market aspects (sub group on insurance issues)

4 December, 2008

Almaty, Republic of Kazakhstan

Expert Working Group I on freight transport and road transport market aspects acting under the Project on Development of Coordinated Transport Policies, having discussed the items on the agenda of regular meeting held on the 4 December 2008 in Almaty city, the Republic of Kazakhstan, on international civil liability insurance of the transport vehicles' owners in Central Asia countries, agreed as follows:

1. Take into consideration the information provided by the experts: A.Mambetova - Deputy Chairman of "Kyrghuzstrah" company, D.Salimbayev and E.Shermahanbetova – Agency of the Republic of Kazakhstan on regulation and supervision of the financial market and financial organizations, N.Kasenova – Director of Insurance Department of "Nurpolice" company on the issues of the mandatory civil liability insurance set for transport vehicles' owners;
2. Take the draft model law "On Mandatory Civil Insurance Liability of the Transport Vehicles' Owners" (attached), elaborated by the project expert on legal issues Mrs.V.Paliy as a basis;
3. Take the draft legal recommendations, templates for professional insurers' unions, related terminologies and concepts glossary elaborated and recommended for further application by the project expert N.Alymbayev (attached);
4. Send the materials aforesaid in points 2-3 to the authorized government bodies, professional associations of insurers, insurance companies of Central Asian countries and other stakeholders for consideration and additional comments and proposals;
5. Assign the project regional experts V.Paliy and N.Alymbayev to amend accordingly the mentioned materials taking into account the remarks, proposals addressed during the meeting based on the relevant activities scope and expected results;
6. Recommend authorized government bodies, professional associations of insurers, insurance companies of the Central Asian countries and other stakeholders to study the working materials dedicated to the issues on international insurance of the civil liability of the transport vehicles' owners in the Central Asia countries.

Signatures:

Ch.A. Ryskulova – Head of the Legal issues department under the Ministry of transport and communications of the Kyrgyz Republic;

K.K.Atabekov – Director of UNTTz, KGTU named by Razzakov

A.N. Mambetova – Deputy Chairman of "Kyrgyzinstrah" Directors Board

N.N.Kasenov – Head of "Nurpolice" Company, Insurance Dept.

D.N. Salimbayev, E.Shermakhanbetov – Representatives of the Agency of the Republic of Kazakhstan on Regulation and Supervision of the Financial Market and Financial Organizations

V.V.Paliy – Project Expert on Legal Issues

N.S.Alymbayev – Project Expert on Insurance Issues



DEVELOPMENT OF THE COORDINATED NATIONAL TRANSPORT POLICIES

**REPUBLIC OF KAZAKHSTAN, THE KYRGYZ REPUBLIC,
REPUBLIC OF TAJIKISTAN, REPUBLIC OF TURKMENISTAN,
REPUBLIC OF UZBEKISTAN**

**Protocol of EWG 2 meeting - 2
on private finance, PPPs and logistics aspects**

Samarkand, 10 October 2008



REFERENCE: EUROPEAID/122076/C/SER/MULTI

Protocol

of Expert Working Group meeting -2 (EWG-2) on Private Finance, PPPs and Logistics aspects conducted within the framework of TRACECA

“ Development of Co-ordinated National Transport Policies of the CAR” project

EWG-2 meeting on Private Finance, PPPs and Logistics took place in Samarqand city, the Republic of Uzbekistan, on 10 October 2008 and was participated by representatives from the Republic of Kazakhstan, the Kyrgyz Republic, the Republic of Tajikistan and the Republic of Uzbekistan, who were designated and delegated by the Governments and related state authorities to the EWG. The event was also attended by invited officials from transport-and-logistics companies, organizations for technical assistance and development, as well as the project team (List of participants is enclosed hereto).

The discussed is related to the issues of regulation/harmonization and eventual unification of the appropriate legal frameworks and legislative basis of the beneficiaries in terms of obtaining economic and socially-oriented benefits thereof.

During the event the presentations on the current status of private sector involvement to the infrastructure developments in the CAR (based on the data of the recently conducted survey), report on assessment and evaluation of the existing cargo handling terminals in the project beneficiary states were submitted; the invitees from “Astana-Contract” (Kazakhstan) and “Uzvneshtrans” (Uzbekistan) companies delivered the practical toolkits to be used in order to pipeline, develop and operate logistics-related sites; as well as the best and most successful practices applied for comprehensive implementation of PPP-based projects (using an example of Korea) were presented. The participants exchanged their views and opinions on the documents and materials produced; also the participants were clarified the questions addressed by them to the project team.

Further the model draft law on “Public-Private Partnership” was introduced to the forum for its studying. According to the project team’s opinion, the provisions of the proposed law may serve a good platform for designing and adopting legal and other regulative acts maintaining PPPs activities in the Central Asia states.

The given evidence was recognized by the experts as of distinctive importance due to its urgency, as well as due to the absence of any specified and concrete law that could regulate PPPs aspects entirely across the CA area and to the timeliness for formation of relevant legislative frames, that will allow operating PPP mechanism for a better performance of infrastructure development projects in the nearest future.

The experts and participants of the meeting unanimously agreed and supported the proposed initiatives.

Based on that, the EWG-2 experts concluded to study the possibilities for including the discussed provisions (principles) of the presented draft Law in the process of developing appropriate regulative and legislative clauses in their respective states.

Signatures:

WG-2 Experts:

On behalf of the Republic of Kazakhstan:

Shaykin Gabit

Shorov Aslan

Kipshakbayev Ruslan

Tuzelbayev Gamal

Imanseitova Raushan

On behalf of the Republic of Uzbekistan:

Beknazarov Fakhriddin

Rejabov Bakhrom

On behalf of the Kyrgyz Republic:

Akmatov Adylbek

On behalf of the Republic of Tajikistan:

Tokhirov Abdulkhakim

Invited persons:

Bobokalonova Djamilya

Oblomurodov Narzullo

Shukurov Khusan

Bondar Ludmila (on the issue of logistics center development)

Zufarov Alisher (on the issue of logistics center development)

Appendix 1: Model Law “On Public-Private Partnership”

Appendix 2: List of participants



DEVELOPMENT OF THE COORDINATED NATIONAL TRANSPORT POLICIES

**REPUBLIC OF KAZAKHSTAN, THE KYRGYZ REPUBLIC,
REPUBLIC OF TAJIKISTAN, REPUBLIC OF TURKMENISTAN,
REPUBLIC OF UZBEKISTAN**

**Conclusions of the first meeting of EWG 3
on road safety**

Dushanbe, 10 September 2008



REFERENCE: EUROPEAID/122076/C/SER/MULTI

**DEVELOPMENT OF CO-ORDINATED NATIONAL
TRANSPORT POLICIES**

**REPUBLIC OF KAZAKHSTAN, KYRGYZ REPUBLIC, REPUBLIC OF
TAJIKISTAN, REPUBLIC OF TURKMENISTAN, REPUBLIC OF
UZBEKISTAN**

EXPERT WORKING GROUP
on Road Safety

MEETING

10 September 2008

Dushanbe, Tajikistan

REFERENCE: EUROPEAID/122076/C/SER/MULTI

Conclusions of the Expert Working Group on road safety

Experts from the beneficiary countries met in Dushanbe, Tajikistan on 10 September 2008 to consider proposals for the improvement of road safety in the Central Asian region. This is widely regarded as a most important issue, both in terms of the protection of human life and economically.

The following issues were considered.

Proposals for the setting-up of National Commissions on Road Safety or similar institutions, inter agency based, with clear competences and mandate

The Working Group concluded that in most Central Asian countries road safety commissions have been set up, but they tend to be consultative without real power. Such organisations are effective if they are headed by prime ministers or first deputy prime ministers.

It is recommended that:

- all Central Asian countries should revise the organisation and composition of National Road Safety Commissions to:
 - ensure that they have clear competence and mandates, and that they are headed by prime ministers or first deputy prime ministers;
 - ensure that they are organised on an inter-ministerial basis involving the competent authorities from the ministries of interior, transport, health, education and training, emergencies, economy and education (in relation to road safety training);

- the strategies and government plans on road safety in all Central Asian countries should comply with modern international, European requirements in this area, and should be feasible; in this context the structures established in Kazakhstan may be considered as a benchmark.

A realistic plan for the regular inspection of freight vehicles

1. Comparison of standards for technical inspection, based on UNECE "adoption of uniform conditions for periodical inspection of wheeled vehicles and the reciprocal recognition of such inspections"

A survey of the existing technical centres has been undertaken by project regional expert, Mr Valeriy Topalidi and the results of this survey will be provided to the EWG.

2. Proposal of adapted or revised standards (with UNECE 1998 Agreement on global technical regulations for wheeled vehicles as a framework)

These proposals on revised standards on technical regulations for wheeled vehicles will be provided to the EWG.

3. Frequency of mandatory inspection

Details of the UNECE "Agreement Concerning the Adoption of Uniform Conditions for Periodical Technical Inspections of Wheeled Vehicles and the Reciprocal Recognition of such Inspections" of 1997 will be provided to the EWG, after which it is expected that the EWG should recommend that all states should sign and implement this Agreement.

4. Proposals to limit the working time of drivers (tachographs, manual sheets...) and modalities of inspection adapted to specific country context

Details of the European Agreement concerning the work of Crews of Vehicles engaged in International Road Transport (AETR), of 1 July 1970 (commonly referred to as 'AETR Agreement') will be provided to the EWG

following which it is expected that the EWG will recommend that all states should implement this Agreement. The Group will then consider the costs associated with such a proposal, and whether funding could be obtained from International Financial Institutions (IFIs) to support the purchase of tachographs, and implement systems of internationally recognised compliance in each country.

Improvements to the level of law enforcement and application of legal sanctions

In recent years all Central Asian countries have applied significant increases in penalties for the violation of traffic rules. The EWG recognized the importance of having effective penalties, both in terms of the probability that committing an offence will lead to a penalty, and in terms of the perception of the severity of the penalty. Equipping the traffic police (GAI) with portable speed control equipment and other enforcement mechanisms as well as training could be funded by IFIs.

One issue raised was how to impose penalties on foreign vehicle drivers involved in accidents. The EWG requested more information on how this is handled in the European Union.

The points-based driving licence system was discussed, and the fact that drivers who are penalized for traffic offences find that their insurance cost increases. The EWG requested further information on a points-based system in order to encourage good driving behaviour.

It is recommended that the Governments of the Central Asian countries should:

- examine the effectiveness of their penalty system,
- eradicate corruption by traffic police (GAI), and
- provide traffic police with modern means of enforcement and training to international standards;
- these proposals should be kept under review by the National Road Safety Commissions.

Mountain roads

The EWG discussed the problem of maintaining safety for vehicles on mountain roads. A paper on road safety in mountainous areas such as Switzerland and Austria will be prepared for the next meeting.

Operational proposals for national computerised databases on road accidents

In all Central Asian countries the road accident record system is more or less established, however in some cases it is obsolete and does not meet modern requirements. The computerisation of road accident records is at a low level that makes it difficult to make effective decisions on accident prevention.

It is recommended that an electronic road accident record database should be established in all Central Asian countries with advanced computer software. Information will be made available for the next meeting on the software systems available and the related training programs.

Establishing effective road safety training in schools

Almost all Central Asian countries carry out road safety lessons in schools and senior kindergarten groups with the participation of the traffic police officers (GAI). One-shot, non-systematic nature and do not produce tangible results. In the past special training grounds on road safety for children were available, and the EWG considered that the feasibility of re-establishing these should be considered. Special consideration should be given to the issue traffic safety in urban areas for rural children.

It is recommended that government programmes should be reviewed in all Central Asian countries for road safety training in schools, senior kindergarten groups, and secondary and higher educational institutions based on best international practice. Proposals on international best practice will be made at the next meeting.

Proposals for an urban road safety awareness campaign, covering black spots, and demonstration projects

1. Identification of black spots in the Central Asian countries

In all Central Asian countries there are many high risk accident areas ("black spots"), where the most road accidents are concentrated. Central Asian countries keep an ordered record of road accidents and make decisions on elimination of consequences caused by road accidents and, notably, the reasons why the accident occurred. The level of computerisation of collection, recording and handing of information on road accident in these countries is quite low.

It is recommended that during construction and rehabilitation of roads, in particular international road corridors, it is necessary to develop road infrastructure to the best international standards. The International Road Federation will be invited to assist with capacity building in this area. Traffic junctions where there are large numbers of accidents should be equipped to record traffic violations (particularly drivers "jumping" red lights).

2. Road signs and signals

The Convention on Road Signs and Signals of 1968 and the European Agreement of 1971 and the Protocol to the Convention 1973 have been ratified by all the beneficiary countries. Nevertheless, there appear to be discrepancies between the signs and signals used in the Central Asian Republics and the standards specified in the Convention.

It is recommended that a study be carried out to identify what are the differences and make proposals for the full alignment of the national signs and signals with the Convention.

3. Assessment of signs and signals and possible pilot projects

It can be seen that relatively low-cost changes to infrastructure such as road signs and markings could make a significant impact on road deaths and injuries. At the High Level Group meeting on 21 February, the EU Head of Delegation suggested that it would be good to see a pilot project to make the roads safer – for example changing the marking and signage on the road from Astana Airport to the city. The consultants have approached the 3M company with a view to their providing such a demonstration project in each of the beneficiary states.

4. Plans for *ad hoc* awareness campaign including urban centres

Road user education and awareness raising is an important part of any road safety strategy. To be effective such activity must be based on analysis of data and should be designed and monitored in a systematic way to ensure success.

It is recommended that advertising campaigns be tried in order to improve the road safety situation in the beneficiary countries. Such campaigns may be supported by IFIs.



DEVELOPMENT OF THE COORDINATED NATIONAL TRANSPORT POLICIES

**REPUBLIC OF KAZAKHSTAN, THE KYRGYZ REPUBLIC,
REPUBLIC OF TAJIKISTAN, REPUBLIC OF TURKMENISTAN,
REPUBLIC OF UZBEKISTAN**

**Conclusions of the second meeting of EWG 3
on road safety**

Almaty, 02 December 2008



REFERENCE: EUROPEAID/122076/C/SER/MULTI

Expert Working Group on road safety

Meeting no 2: 2 December 2008, Almaty, Kazakhstan

CONCLUSIONS

1. Introduction

The meeting commenced with presentation of the video “Make Roads Safe – Demanding Action 2009”.

Tony Pearce did a presentation of how to organise campaigns on speed management, and gave members copies of a CD-ROM with the Global Road Safety Partnership’s manuals on speed management, seat belts and helmet use.

2. Documents requested at previous meeting

The following documents have been sent to members:

- Proposal of adapted or revised standards (with UNECE 1998 Agreement on global technical regulations for wheeled vehicles as a framework). Send copies of on revised standards on technical regulations for wheeled vehicles.
- The UNECE “Agreement Concerning the Adoption of Uniform Conditions for Periodical Technical Inspections of Wheeled Vehicles and the Reciprocal Recognition of such Inspections” of 1997.
- The European Agreement concerning the work of Crews of Vehicles engaged in International Road Transport (AETR), of 1 July 1970.

It has been recommended in the Consultant’s report and previous TRACECA projects that these international conventions are adopted by the Central Asian Republics.

A report by Dr Valeriy Topalidi on Comparison of standards for technical inspection, based on UNECE “adoption of uniform conditions for periodical inspection of wheeled vehicles and the reciprocal recognition of such inspections” will be sent to members.

3. Matters arising from previous meeting

a) How to impose penalties on foreign vehicle drivers involved in accidents

The issue of how to impose penalties on foreign vehicle drivers involved in accidents was discussed. The annotated agenda for the meeting had given more information on this. Members of the EWG requested that the project could draft a law for the beneficiary countries on how to enforce penalties across borders. On 19 March 2008 the European Commission proposed a Directive aimed at facilitating the cross-border prosecution of traffic offences which endanger road safety.

The project will translate the proposed Directive into Russian so that it might provide a basis for agreement between the beneficiary states for a draft model law.

b) A points-based system in order to encourage good driving behaviour.

Information on the European practice of points-based driving licence systems was provided in the annotated agenda and discussed by the meeting. What is needed are the administrative systems to manage this. Members of the EWG mentioned problems (for example, that computer systems are not linked between different cities).

It is recommended that introducing a points-base system is an objective, but that it is too early at the present time because the systems need to be put into place to make this feasible.

c) Mountain roads

The EWG discussed the problem of maintaining safety for vehicles on mountain roads. Tony Pearce reported that he had asked the International Road Federation (IRF) for information on relevant standards, notably in mountainous areas such as Switzerland and Austria, and various other institutions. He reported that no specific standards had been found, although these issues were covered in general design standards. The meeting requested that the project should make further enquiries on relevant standards.

d) Best international practice for construction and rehabilitation of roads.

The International Road Federation has prepared a paper on cost-effective means of optimizing road safety. The project has translated this into Russian and copies were distributed to the meeting.

e) Study on the differences and make proposals for the full alignment of the national signs and signals in line with international conventions.

This study is being carried out and Oleg Inkov said that the signs and signals are based on Soviet standards developed in the 1970s and are broadly in line with the Conventions. It is expected that this paper will be ready in about 10 days.

f) Investigate possible pilot projects in each of the beneficiary states on marking and signage at accident black spots.

The project has discussed with the 3M company the possibility of pilot projects in the beneficiary countries on marking and signage at accident black spots. 3M have indicated that they are already working with a Kazakh partner but would welcome introductions to potential partner companies in Kyrgyzstan, Tajikistan and Uzbekistan. They would work with the local companies to transfer their know-how and technology. They would be willing to set up a demonstration project at a representative location either in the capital (crossroad, school, black spot), or a road segment (crossroad, junction, black spot, etc.) with good public visibility and importance in traffic safety.

If this is of interest the project team will be happy to establish contact with the responsible people in 3M. Beneficiary countries are invited to propose companies who could be potential partners.

g) Tachographs

Members discussed the problems in the beneficiary states on drivers' hours. Kazakhstan reported that tachographs are required to be fitted under Kazakh law, but there are some weaknesses: there are no statistics on the number of vehicles exceeding working time requirements; since 2005 the President has suspended the application of the law on inspecting the tachograph records in order to remove burdens on enterprises; and fines for breach of the laws on drivers' hours are low.

After an extensive discussion it was agreed that it is recommended that the laws on drivers' hours should be brought into line with the AETR Convention, and that tachographs should be brought up to a modern standard. This is an expensive process and may require a phased introduction.

The project is ready to investigate possible assistance from the EU or other institutions for such a programme, but it is necessary to have the up-to-date information on the number of vehicles involved.

Members were requested to update the numbers of buses, vans and lorries on their territory so that the possibility of financial support could be further investigated.

4. Computerisation of accident recording

Computerised databases on road crashes

Rohit Baluja of the Institute for Road Traffic Education (IRTE) in India presented the two internationally known software systems in use for the analysis and computerisation of road traffic crashes:

1. Accident Reconstruction: PC Crash developed by Univ.-Prof. Dr. techn. Hermann Steffan (Institut für Mechanik und Getriebelehre, Technische Universität Graz /DSD Datentechnik, Linz, Austria)
2. VIA Software from the Netherlands for accident analysis and plotting.

Both of these software packages have been developed by IRTE to make them more suitable for developing countries and transition economies. IRTE has developed a mobile crash investigation laboratory called CrashLab which not only carries out accident investigating and analysis, but is also used for teaching police and transport authorities in this science.

Members expressed interest and it was recommended that beneficiary countries should move towards the analysis and computerisation of road traffic crashes.

5. Student Traffic Volunteers Scholarship Scheme

Rohit Baluja described the Student Traffic Volunteers Scholarship Scheme which has the purpose of creating road safety awareness, and supporting the Delhi Traffic Police in improving the traffic management system in Delhi. The scheme, which is sponsored by the Hyundai company uses university students to educate drivers at traffic junctions. The students receive a stipend for their college fees and out-of-pocket expenses for their services. This presentation created great interest amongst the members.

6. Road safety training in schools

Rohit Baluja of IRTE presented the “School Conclave” for road safety. This teachers training programme was developed with the Warwickshire Police in the United Kingdom and adapted for developing countries. The programme trains teachers of school children (class 6-12 – age 11-17). The important thing is to teach teachers how road safety can be taught through the normal school curriculum.

Members expressed great interest in this presentation and it was agreed that further contacts on these presentations could be arranged in the beneficiary countries or in India.



DEVELOPMENT OF THE COORDINATED NATIONAL TRANSPORT POLICIES

**REPUBLIC OF KAZAKHSTAN, THE KYRGYZ REPUBLIC,
REPUBLIC OF TAJIKISTAN, REPUBLIC OF TURKMENISTAN,
REPUBLIC OF UZBEKISTAN**

**Draft model national law on
Public and Private Partnership**



REFERENCE: EUROPEAID/122076/C/SER/MULTI

Public and Private Partnership Model Law

Section I

GENERAL PROVISIONS

Article 1: Objectives and sphere of application of the law

The objective of the present Model Law (hereinafter referred to as Law) is to secure legal conditions for attraction of private investments for realization of the socially important projects and programs in a wide range of economic branches, social and innovation spheres, as well as to ensure efficient use of the assets being in the governmental property, and to increase quality of the works, services and other types of activities of social importance.

The present Law prescribes the basic principles of the Public and Private partnership, patterns and methods of its realization, order of establishing and functioning, as well as rights and obligations of the state and private partners.

Article 2: Basic concepts used in the present Model Law

The following basic concepts and terms are used in the present Model Law:

1) State partner - is a legal entity or an association of such entities of the state form of ownership, representing public interests and establishing partnership relations within the framework of the Public and Private partnership;

2) Private partner - is a legal or a physical body and/or an association of such bodies, irrespective of their organizational-legal form, capital situs address, which is according to the present law, is considered as a party to the Public and Private partnership;

3) Public and Private partnership - is a mutually beneficial cooperation between the state and business being realized in the different forms; the partnership's objective is to solve politically and socially important tasks at the national, regional and local levels; the partnership's activity is based on making and execution of the contract, including the concession contract;

4) Public and Private partnership contract - is an agreement in writing between the state and private partners stipulating the rights, obligations and liabilities of the parties, as well as terms of realization of the Public and Private partnership project;

5) Public and Private partnership object - is a property being created (reconstructed), operated in accordance with the Public and Private partnership contract;

6) Offerer - is a legal or physical body and/or an association of such bodies offering to establish Public and Private partnership;

7) Offer - is a written proposal submitted by the offerer to the state partner proposing initiation or establishment of the Public and Private partnership;

8) Public interest – is any profit, the form and value of which are determined by the decision of the state partner, received to the advantage of the state partner, as well as to the advantage of individuals residing and/or working on the territory of the Republic;

9) The Public and Private partnership project – is a package of measures on execution of the Public and Private partnership contract being realized within a limited period of time and having completed character;

10) Specialized organization on the Public and Private partnership issues – is the organization

established by the Government to render services on the Public and Private partnership issues;

11) Reconstruction – is a package of measures aimed at rearrangement based on introduction of new technologies, mechanization and automation of the production process, modernization and replacement of morally obsolete and physically worn-out equipment by a new more productive equipment; it is also a package of measures called to change technological or functional purpose of the object (or its separate parts) under the Public and Private partnership contract; other measures called to improve performance characteristics and functionality of the object under the contract;

12) Authorized state agency on economic planning – is the central executive agency responsible for the development of the basic trends in the socio-economic development of the Republic of Kazakhstan;

13) Authorized state agency for budget execution – is the central executive agency responsible for budget execution, keeping budgetary records and accountability of execution of the republic budget, as well as of the local budgets within its competence;

14) Operation – is usage of the object under the contract by a partner in accordance with its assignation, including for the purpose of production of goods, executing of works and rendering of services according to the order and subject to the conditions specified by the Public and Private partnership contract;

15) Legal barrier – is a barrier resulting from the differences or inadequacy of requirements stipulated by the normative and legal acts regulating the Public and Private partnership issues.

Section II

BASIC PRINCIPLES OF THE PUBLIC AND PRIVATE PARTNERSHIP

Article 3: Principles practiced in the sphere of the Public and Private partnership relations

Relations practiced in the field of the Public and Private relationships are based on the following principles:

- 1) equal treatment and nondiscrimination;
- 2) publicity and transparency of the state and private partners' activities;
- 3) ratability;
- 4) equilibrium of the state and private partners' interests and risks;
- 5) free competition;
- 6) freedom of contracts;
- 7) cooperation.

Article 4: Equal treatment and nondiscrimination principle

The state partner ensures equal treatment of all offerers at any component or stage of the private partner selection procedure. On all occasions the private partner selection criteria should be clear and exclude discrimination.

Operational requirements shall provide all offerers equal access and shall not create unreasonable barriers or restrain competition.

Article 5. Principle of the publicity and transparency of the state and private partners' activities

When establishing the Public and Private partnership, the state partner guarantees unbiased selection of a private partner and ensures maximum possible information awareness of the population considering the objective, character and importance of the Public and Private partnership's subject matter.

The state partner shall ensure publication of the information messages in the printed periodicals distributed over the whole territory of the Republic and in the Public Procurement Bulletin. Contents of other documents and detailed information on the private partner selection procedure are published on the web-site of the Public and Private partnership specialized organization under the authorized body in the field of economy, as well as on the other web-sites at the discretion of the state partner.

According to the private partner selection procedure, the state partner ensures that all offerers have access to the same information no matter whether (in his opinion) it pertains or not to the process of offer preparation, participation in the selection process or to the private partner selection conditions and criteria.

Meetings of the private partner selection commission are of public character and final results of the selection are published in the printed periodicals distributed over the whole territory of the Republic and on the web-site of the specialized organization on the Public and Private partnership issues.

Article 6: Ratability principle

When establishing and realizing the Public and Private partnership, the state partner has a right to undertake or demand from the private partner only those actions that:

- 1) will result in the achievement of the Public and Private partnership objectives or in fulfilment of the private partner's commitments;
- 2) are necessary and associated with the Public and Private partnership subject matter;
- 3) comply with the Public and Private partnership tasks considering both objectives and consequences;
- 4) least of all will result in the restrictions or will have an adverse effect on the private partner.

Provided that the state partner unilaterally violates commitments undertaken under the Public and Private partnership, the private partner has a right to claim damages, including lost profit.

Damage caused to the private partner is compensated from the corresponding budget of the state partner.

Article 7: Interests/risks balanced state principle

The Public and Private partnership shall be based on the balanced state of the rights, obligations and advantages of the state and private partners.

Risks between the state and private partners are allocated according to the terms of the contract they are parties to; the contract stipulates all the types of the risks and their shares accounted for each partner. Irrespective of the Public and Private partnership form, the private partner shall in any case cover at list a part of the commercial risk.

Provided that the private partner denies undertaking at least a part of the commercial risk, irrespective of its character or of the provisions of any other law or normative act, the relationship between the partners shall not be considered as the Public and Private partnership.

Article 8: Free competition principle

While selecting a private partner, the state partner has no right to restrain competition between the offerers.

Legal entities and their affiliates, acting as offerers, are prohibited to simultaneously and independently participate in the selection of a private partner.

Number of the invited offerers shall satisfy the actual competition requirements.

Article 9: “Freedom of contracts” principle

Parties to the Public and Private partnership have a right to freely stipulate their rights and obligations by the contract, if other is not provided for by the law.

Article 10: Cooperation principle

The state partner renders assistance to the private partner in obtaining licenses and any other documents, envisaged by the legislation or the agreement, pertaining to the execution of the Public and Private partnership.

The state partner has no right, without having legal basis, to deny issuing of licenses and any other relevant documents required for realization of the initiated by him Public and Private partnership, if those licenses and documents are issued according to the legislation.

Section III

STATE CONTROL IN THE SPHERE OF THE PUBLIC AND PRIVATE PARTNERSHIP

Article 11: The Governmental powers

The following is within the Governmental competence:

- 1) Establishment of the specialized organization on the Public and Private partnership issues;
- 2) Approval of the list of objects being in the state ownership, as well as of the works and services of the national importance that may be offered for the Public and Private partnership;
- 3) Approval of the objectives of the Public and Private partnership projects of the national importance, as well as of the private partner selection basic requirements and the Public and Private partnership conditions;
- 4) Approval of the procedures on the submission, consideration and selection of the offers concerning the Public and Private partnership objects;
- 5) Approval of the private partner selection procedures;
- 6) Development and approval of the Public and Private partnership regulation regarding the objects being in the republican ownership;
- 7) Approval of the register of the selected offers for the Public and Private partnership projects of the national importance;
- 8) Approval of the standard documents (application forms, offers, information reports, the Public and Private partnership agreements in the various branches (spheres) of the economy, etc.);
- 9) Approval of the rules on keeping the register of the Public and Private partnership contracts and

furnished state guarantees and sureties;

10) Designation of the authorized body responsible for making contracts with the private partners in the instances of the Public and Private partnership initiated by the Government or the central executive agency.

Article 12: Competence of the authorized body in the sphere of economic planning

The following is within the competence of the authorized body in the sphere of economic planning:

- 1) Attraction of the specialized organization on the Public and Private partnership issues to carry out:
 - analysis and expertise of the offers;
 - assessment and economic expertise of the feasibility study;
 - expertise of the competitive documents;
 - analysis and expertise of the projects submitted by the participants of the private partner selection competition;
 - expertise of the draft contracts of the Public and Private partnership;
- 2) Based on the results of the economic expertise, compiling of the list of objects being in the governmental property and offered for the Public and Private partnership; submission of the list to the governmental consideration;
- 3) Reconciliation of the competition documents and the Public and Private partnership contracts;
- 4) Establishing of financial limits and priorities of the state partner commitments;
- 5) Exercising control over activity of the specialized organization on the Public and Private partnership issues;
- 6) Elaboration and making proposals on alteration and amending of the normative and legal acts in the sphere of the Public and Private partnership.

Article 13: Competence of the authorized body on budget execution

The following is within the competence of the authorized body on budget execution:

- 1) Consideration of the issues concerning involvement of the state budget into realization of the Public and Private partnership projects initiated and approved by the Government;
- 2) Reconciliation of the competition documents on the objects attributed to the republican property;
- 3) Monitoring of the execution by the state partner of the state budget supply to ensure realization of the projects included into the governmental register;
- 4) Correlation of the Public and Private partnership projects in the instances specified by the budget legislation of the Republic of Kazakhstan.

Article 14: Competence of the specialized organization on the Public and Private partnership issues

The following is within the competence of the specialized organization on the Public and Private partnership issues:

- 1) Definition of the objectives of the Public and Private partnership projects of the national importance, development of the private partner selection general requirements, as well as the terms of the Public and Private partnership;

- 2) Coordination of initiation and realization of the Public and Private partnership at the national level;
- 3) Development and execution of the standard documents on the private partner selection procedure, distribution of the best practices and recommendations on the field of realization of the Public and Private partnership;
- 4) Monitoring, evaluation and control over the state partners in respect of their observance of the private partner selection procedure, as well as realization of the Public and Private partnership;
- 5) Rendering consultancy to the state and private partners on the Public and Private partnership issues;
- 6) Registration and publishing of information messages and documents pertaining to the private partner selection procedures;
- 7) Keeping register of the Public and Private partnership projects, as well as of the risks associated with realization of each partnership;
- 8) Training of the state partners' personnel;
- 9) Discovering of legal barriers that could impede transfer of capital, technologies, resources, as well as restrain competition for participation in the projects realized in the framework of the Public and Private partnership;
- 10) Submission of the Public and Private partnership projects' annual reports to the Government, and publishing of statistical analysis of these projects;
- 11) Detection of potential state partnerships based on the data provided by the state partners;
- 12) Rendering assistance in establishing cooperation between the state and potential private partners;

While exercising its authorities, specified in the first part of the present Article, the specialized organization on the Public and Private partnership issues may attract, in case of need, independent experts.

Article 15: Competence of the local governments

The following is within the competence of the local governments:

- 1) Definition of the objectives of the Public and Private partnership projects of the local importance, determining of the private partner selection general requirements, as well as the terms of the Public and Private partnership of local importance;
- 2) Approval of the list of objects being in the communal property, list of works and services of local public interest offered for the Public and Private partnership;
- 3) Elaboration and approval of the provision on the private partner selection commission.
- 4) Approval of tariffs (prices, rates of charges) or their threshold levels for the controlled services (goods, works) provided within the framework of the Public and Private partnership contracts of local importance;

The following is within the competence of the local executive boards:

- 1) Execution of the offers submitted by the physical and legal persons in the form of private initiative;
- 2) Making contract on the Public and Private partnership for the purpose of realization of the social, infrastructural, innovation and other projects aimed at solving the issues of the administrative-territorial units;
- 3) Keeping register of the concluded contacts on the Public and Private partnership;
- 4) Exercising control over execution of the Public and Private partnership contracts concluded within the bounds of the corresponding administrative-territorial unit.

Article 16: National Council on the Public and Private partnership

National Council on the Public and Private partnership issues (hereinafter referred to as Council) is a general competence functional organization, which is not considered as a legal entity; the Council is established within the Government structure for the purpose of evaluation of the state policy in the field of the Public and Private partnership, definition of the Public and Private partnership priorities and implementation strategy in the Republic.

Regular composition of the Council and provision on it are approved by the Government.

SECTION IV SUBJECT MATTER OF THE PUBLIC AND PRIVATE PARTNERSHIP FORMS OF CONTRACTS AND EXECUTION METHODS

Article 17: Subject matter of the Public and Private partnership

The Public and Private partnership is based on the cooperation of the state and private partner with a view to increase efficiency of the use of the national wealth; each party to the partnership contract undertakes certain risks and responsibilities.

Subject matter of the Public and Private partnership may be represented by any property, works, public services or any other activities realized by the state partner, except for those directly prohibited by the law.

The Public and Private partnership may be established on the basis of the existing and newly created objects of the infrastructure, and/or on the basis of the objects providing public services.

Article 18: Basic contractual forms of the Public and Private partnership realization

The Public and Private partnership may be realized in the following contractual forms:

- 1) works contract / services contract;
- 2) trust management contract;
- 3) contract of tenancy / contract of lease;
- 4) concession contract;
- 5) Joint Venture establishment contract.

Subject matter of the Public and Private partnership, being realized on the basis of the works/services contract, consists in providing public services by the municipal economy, executing paid works on capital repairs and maintenance of the infrastructural and other objects of the Public and Private partnership, recording of resource consuming, and billing consumers.

Subject matter of the Public and Private partnership, being realized on the basis of the trust management contract, consists in ensuring proper management of the state property based on the specified by the contract efficiency criteria. In this instance, responsibility for the managerial risks and risks associated with the operation of the Public and Private partnership object is shifted from the state partner to the private partner, provided that other is not specified by the contract.

Subject matter of the Public and Private partnership, being realized on the basis of the tenancy/lease contract consists in transferring assets being in the state property to the temporary possession and temporary use. Responsibility for the purposeful use of the assets, as well as for collecting charges for executed works and rendered services is rested upon the private partner.

Contract value is determined by the parties, but it shall not be less than minimum earnings established by the law on the state budget for the corresponding year.

The Public and Private partnership on the basis of the concession contract is realized according to the concession legislation.

The Public and Private partnership may be realized by consolidating the state and the private partners on the basis of Joint Venture establishment contract.

The Public and Private partnership may be also realized in other forms not prohibited by law.

Provisions of the civil code are applicable to the contracts specified in this Article.

The Public and Private partnership relations, irrespective of the contractual form of its realization, are established only on the competition basis.

Article 19: The Public and Private partnership contract realization methods

The Public and Private partnership contracts may be realized by different methods, depending on the level of the private partner involvement into the partnership:

1) Designing-construction-operation method; according to this method responsibilities for the construction and operation of the Public and Private partnership object are transferred to the private partner for a period of maximum 50 years. The Public and Private partnership project may be completely financed by the private partner. Upon expiration of the effective period of a contract concluded with the state partner, the Public and Private partnership object is transferred gratuitously to the ownership of the state partner in good and serviceable conditions, clear of any debts;

2) Construction-operation-renovation method; according to this method the private partner undertakes financing the construction of the Public and Private partnership object, as well as all expenditures connected with the maintenance and required renovation of the object for a period of maximum 50 years. According to the current legislation, the private partner has a right to charge correspondingly usage of the state assets within the specified period of time. Upon expiration of the effective period of a contract, the Public and Private partnership object is transferred gratuitously to the ownership of the state partner in good and serviceable conditions specified in the contract, clear of any debts;

3) Construction-operation-transfer method; according to this method the private partner undertakes liabilities on the construction, financing, operation and maintenance of the public assets. The investor has a right to charge usage of the assets with a view to compensate investments and cover the maintenance expenses, as well as for the purpose of obtaining of the economically sound profit. Upon expiration of the effective period of a contract, the Public and Private partnership object is transferred gratuitously to the ownership of the state partner in good and serviceable conditions specified in the contract, clear of any debts;

4) Construction-transfer-operation method; according to this method the private partner undertakes liabilities on the construction of the object, which is transferred to the ownership of the state partner immediately after completion of the construction works; the state partner, in its turn, transfer the object to

the private partner for usage;

5) Lease-development-operation method; according to this method the private partner obtains state assets into temporary usage or in temporary possession and usage, and undertakes to disburse the assets value by installments within a period of maximum 50 years. Provided that other is not specified by the contract, the state partner accrues a right to gain income from the services provided by the private partner, and upon expiration of the effective period of the contract the state assets are transferred to the state partner in good conditions clear of any debts;

6) Reconstruction-operation-transfer method; according to this method the state assets are transferred to the private partner who undertakes to reconstruct, operate and maintain the assets within the period of maximum 50 years. Upon expiration of the effective period of the contract the state assets are transferred gratuitously to the state partner in good (serviceable) conditions specified in the contract clear of any debts.

The Public and Private partnership may be realized by other methods not prohibited directly by law.

Article 20: The Public and Private partnership contract requirements

1. Irrespective of the Public and Private partnership form, the contract made by and between the state and private partners shall specify:

- 1) The Public and Private partnership object and objective;
- 2) The effective period of the contract;
- 3) Terms and volumes of the state and private partners' investments, including dates, sources and size of financing;
- 4) Contract realization stages with specification of the order and dates of construction, reconstruction and/or operation of the object under the contract;
- 5) Terms of allocation of the risks between the parties during execution of the contract;
- 6) Rights and obligations of the partnership parties:

Depending of the specificity of the Public and Private partnership object, the contract shall specify the private partner's commitments regarding:

- Investments into the projects or guarantees that these investments will be executed by the third parties;
- Construction and (or) reconstruction (repairs) of the Public and Private partnership object;
- Preserving, according to the legislation, of certain privileges for the certain categories of population.

The private partner's right to earn reward during execution of the contract (forms, rates and principles).

The state partner's commitments on co-financing of the Public and Private partnership object, including the order of subscribing (provided that this is stipulated by the contract) and order of asset management.

The state partner's right to control realization of the project and principles of joint periodic evaluation of project realization and its compliance with the terms specified by the contract.

- 7) Types, extent, dates and terms of providing of the state support, in case it is provided;
- 8) Criteria of evaluation of the private partner observance of the undertaken liabilities and order of penalizing in case of non-observance;
- 9) Expenses compensation source and income source of the private partner;
- 10) Contract execution control order;
- 11) Parties' responsibility for non-observance of undertaken liabilities;
- 12) Terms and procedures of modification and termination of the contract;
- 13) Order and procedure for settling disputable matters under the contract;
- 14) Addresses and bank details of the parties;

2. In addition to the terms specified in part 1 of this Article, the Public and Private partnership contract may specify:

- 1) Rules on using a land plot being in the state partner ownership;
- 2) Data on the volume of products that will be produced, or a volume of works or services that will be completed or provided, as well as data on their quality;
- 3) Rate of charges for usage of the Public and Private partnership object, form, dates and procedure of payment;
- 4) Terms and volumes of the required renovation of the object enabling provision of the private partner with the required volume of qualitative services;
- 5) Method and procedure of restituting of the Public and Private partnership object, as well as of the land plots transferred during execution of the contract upon expiration of the effective period of the Public and Private partnership;
- 6) Principles and coverage of the project insurance, additional guarantees and agreements of the parties;
- 7) Prices (tariffs) on goods (works, services) and price determination order;
- 8) Environmental and safety requirements;
- 9) Dates and reporting forms of the private partner.

Depending on the specificity of the Public and Private partnership object, other terms and conditions agreed by the parties may also be specified in the contract.

Article 21: Right of ownership in respect of intellectual product generated during realization of the Public and Private partnership

Right of ownership in respect of intellectual product generated during realization of the Public and Private partnership is acquired according to the terms and procedure specified by the contract.

SECTION V CONTROL OVER REALIZATION OF THE PUBLIC AND PRIVATE PARTNERSHIP

Article 22: Control over realization of the Public and Private partnership

The state partner exercises annual control over the Public and Private partnership realization method; for this purpose he may also invite an independent auditor.

The private partner shall ensure that the state partner has free access to the subject of the Public and

Private partnership; he shall also provide all data and documents related to realization of the Public and Private partnership.

Violation of the contract terms, as well as any other deviation revealed by the control shall be eliminated promptly or within a period of time specified by the written agreement made by and between the state and the private partners.

Control over realization of the Public and Private partnership may be also exercised by the state control/audit authority according to the current legislation.

Article 23: The private and state partners' responsibilities

The private partner bears responsibility for meeting the liabilities contracted within the Public and Private partnership. In the instances, when the Public and Private partnership activity is associated with the construction or reconstruction of the infrastructural objects or objects providing public services, the private partner bears responsibility for the quality of construction or reconstruction works, including responsibility for the observance of the project/technical documentation requirements and technical regulations.

Provided that one of the parties fails or is incapable to meet its liabilities under the contract, the other party has a right to demand cancellation of the contract, notifying the failing party of its decision no less than three months in advance.

The parties bear responsibility for the unilateral alteration of the terms of realization of the Public and Private partnership contract. If this alteration caused damage to the private partner, the state partner shall cover the private partner's losses by corresponding payments.

Article 24: Access to information

On demand of any person, the private partner is obliged to provide any data concerning realization of the Public and Private partnership, its tasks and authorities, rights and obligations of its consumers and clients, except for the official restricted data, personal data and confidential and classified information of the state or commercial secret.

The state partner has no right to disclose confidential information about the private partner. Type and nature of such data are determined by the parties.

SECTION VI

INITIATION AND TERMINATION OF THE PUBLIC AND PRIVATE PARTNERSHIP; PRIVATE PARTNER SELECTION PROCEDURE

Article 25: The Public and Private partnership initiation procedure

The Public and Private partnership initiation and private partner selection procedure includes the following stages:

1) Definition by the state partner of the Public and Private partnership subject and objectives on the basis of the government socio-economic development programs and private financial initiatives of the legal and physical persons;

2) Development by the state partner or by the authorized by him person of the feasibility study on the advisability of initiating of the Public and Private partnership, including feasibility study of the Public and

Private partnership's project, its principal characteristics, technical-economic indicators of the private partner, and determinations and analysis of the risks (political, legislative, financial, economic, project implementation and ecological risks);

3) Approval of the feasibility study;

4) Development by the state partner of documentation required for holding competition on private partner selection; the documentation shall include:

- description of the Public and Private partnership subject;
- feasibility study of the project and information on the method of its development;
- terms of the Public and Private partnership realization;
- model form of the Public and Private partnership contract;

5) Appointment by the state partner of the private partner selection commission members;

6) Publication in the printed periodicals distributed over the whole territory of the Republic and in the Public Procurement Bulletin of the information message on holding the private partner selection competition;

7) Submitting for publishing and full-scale publishing of the documentation data, specified in subparagraph 5 five of this Article, on the web-site of the specialized organization on the Public and Private partnership issues;

8) Acceptance and consideration of the offers;

9) Taking decision of the appointment of the private partner or on rejecting of all submitted offers.

Article 26: Information message on the Public and Private partnership

The information message is valid within a period of 60 calendar days, as from a date of its publication in the printed matters distributed over the whole territory of the Republic. The content of this message shall include:

1) demonstration of intention to establish the Public and Private partnership relations with specification of its objectives;

2) the state partner's name;

3) description of the Public and Private partnership's object and place of its geographical location;

4) duration of the Public and Private partnership;

5) information on the private partner selection procedure;

6) information on the competition documentation receiving order;

7) address and deadline of submission of offers;

8) requirements to the offerers and data to be included into the offers;

9) data on the best offer selection criteria and/or on the criteria applied in the instances of the competitive dialogue;

10) data on the offer consideration date and place;

11) data specifying the dates, when offerers will be informed about the competition results;

12) risk allocation procedure;

13) efficiency measures and evaluation criteria.

Depending on the Public and Private partnership's subject and by the decision of the state partner the information message may include some other data in addition to those specified in this Article.

Stating with the day of publishing of information message in the printed matters being distributed over the Republic, the state partner ensures that any person may have access to the documentation concerning the private partner selection competition.

Article 27: The private partner selection commission

To state partner establishes the private partner selection commission for each object offered as a subject of the Public and Private partnership. The commission should comprise at least 5 members, including a representative of the specialized organization on the Public and Private partnership issues, specialists in the fields of economy, jurisprudence and in that special area of activity where the Public and Private partnership is planned to be initiated. The commission is headed by a chairman appointed by the state partner.

The private partner selection commission responsibility includes:

- 1) acceptance of tender applications;
- 2) provision of the applicants (competition participants) with the corresponding documents and information on how these documents should be filled in;
- 3) development of the private partner selection criteria and control over their observance;
- 4) acceptance and consideration of the offers submitted by the offerers;
- 5) determination of the winner and notification of the participants (in written form) of the competition results;
- 6) submission of data on the private partner selection results for publishing in the periodicals distributes over the whole territory of the Republic.

The private partner selection commission meeting is considered legally competent if no less than 2/3 of its members took part in that meeting. Decisions are taken by the simple majority of votes. Each member has one vote.

The private partner selection commission meetings are recorded, and protocols are signed by all members of the commission present at the meeting.

Article 28: Requirements to the offers

To participate in the competition, an offerer submits to the private partner selection commission an offer that should contain the following information:

- 1) title or name of the offerer, his location or place of residence;
- 2) description of the offerer's experience in the field of the Public and Private partnership subject;
- 3) statement of the Public and Private partnership subject development prospects;
- 4) documents validating the offerer's capabilities to act as a partner in the framework of the Public and Private partnership, as well as evidences proving identity of the submitted documents;
- 5) technical and financial proposals on realization of the Public and Private partnership project;
- 6) data on the anticipated quality of assets, works or services (as appropriate);
- 7) data on the Public and Private partnership project realization stages with the detailed description of works at each stage;
- 8) requirements to the guarantees provided by the state partner or by the government;
- 9) data on tariffs the offerer plans to apply.

Offers are submitted to the private partner selection commission at the address given in the information message; offers should be submitted in sealed envelopes.

Offers are registered in the private partner selection commission register on the first-in basis; the register should specify the date and time of receiving.

Offers received and registered after the deadline indicated in the information message are excluded from the competition and sent back to the offerer unopened.

The private partner selection commission ensures confidentiality of the received offers.

Article 29: Evaluation of offers

The private partner selection commission considers the submitted offers within a period of maximum 30 days as from the date of expiration of the information message validity.

The offers are evaluated according to the criteria stated in the information message. Each member of the private partner selection commission submits to the chairman of the commission his/her argued verdict (in written form) on each offer, proceeding from the stated criteria.

To make a contract with the best economically feasible offer, the private partner selection commission evaluates the offers by the following criteria: quality, price, technical importance, esthetic and functional aspect, running cost, profitability, post-sale services and technical assistance, date and terms of delivery or performance.

After consideration of all submitted offers, the private partner selection commission draws up evaluation report and takes decision on the appointment of the private partner or on the rejection of all submitted offers.

The rejected offers and attached documents are filed and stored in the state partner's archive during three years, and after expiration of that period they are liquidated.

Participants, whose offers were rejected, have a right to dispute the commission's decision on the appointment of the private partner within a 15 day period after the decision has been published in the printed mattes distributed over the whole territory of the Republic.

Plaint, stipulated by part 6, shall be considered by the private partner selection commission within a 30 day period; after expiration of that period the commission shall take a decision either on the settlement of the plaint or on its dismissal; the plaintiff shall be notified of the taken decision. The commission's decision on the dismissal of the plaint or non-notification of the plaintiff within a specified period of time does not deny the plaintiff's right to apply to court.

Article 30: Making the Public and Private partnership contract

After the best offer has been selected, the private partner selection commission within maximum 30 day period after taking the corresponding decision shall draft a contract that should comprise the data specified in Article 20, and shall submit it to the selected offerer.

The daft contract shall be negotiated within a period of not more that 30 calendar days as from the date the selected offerer has received it.

If after expiration of the period specified by part 2 the selected offerer denies to sign the contract the private partner selection commission has a right to select the offerer who, according to offer evaluation results, ranks next to the first one.

Article 31: Termination of the Public and Private partnership

The Public and Private partnership is terminated:

- 1) on expiration of the effective period of the contract made by and between the state and private partners;
- 2) on the basis of the agreement made by and between the stat and private partners;
- 3) on the decision of the court in the instance of the pre-term cancellation of the contract;
- 4) in other instances stipulated by law or agreement.

In case the Public and Private partnership contract is terminated due to expiration of its effective period, the private partner shall redeliver to the state partner the assets clear of any debts.

In case of termination of the Public and Private partnership the private partner shall ensure continuity of the work or services according to the terms specified by the contract until the works and services are transferred to the supervision of the state partner.

Upon revealing of factors (or inevitability of arising of these factors in future) that may result in the private partner's inability to accomplish the contracted works or services of national importance, the latter shall promptly notify of them the state partner which must take appropriate measures to ensure continuity of works or services.

Article 32: The state register for the Public and Private partnership contracts

To ensure record keeping of the documents and data related to the concluded Public and Private partnership contracts a copy of the contract made with a private partner is passed to the specialized organization on the Public and Private partnership issues which should register this copy in the State register for the Public and Private partnership contracts.

The register shall include data on the subject and duration of the Public and Private partnership contract, investment and pay back period, environmental obligations and other data relevant to realization of the Public and Private partnership.

SECTION VII GUARANTEES, RISKS AND SETTLING OF DISPUTES

Article 33: The private partner's guarantees

The current legislation guarantees protection of the private partner's rights and legitimate interests during his activities specified in the Public and Private partnership contract.

According to the civil legislation, the private partner has a right for compensation of losses resulted from illegal action (inactivity) of the governmental agencies, local authorities or officials of these bodies.

If new legislative or normative acts are passed during the effective period of the Public and Private partnership contract and if these acts aggravate the private partner's situation in a way that he may lose whatever he had a right to at the moment of making the contract, the parties alter the terms of the contract with a view to ensure the private partner's property interests existing at the date of making the contract.

Contract alteration procedure is specified by the Public and Private partnership contract.

Provisions of the third part are not applicable if alterations are introduced into technical regulations or normative acts regulating resources conservation, environmental and health protection issues.

Article 34: The state partner's guarantees

In the instances directly provided for by law or the contract, the private partner shall provide the guarantee for usage of the Public and Private partnership subject. The guarantee form, value and administration procedure are determined by the parties.

The private partner shall provide the guarantee to the state partner within a 90 day period as from the date of signing of the Public and Private partnership contract.

Prior to the full-scale execution of the Public and Private partnership contract, the private partner has no right to alienate, pledge or undertake any other actions in respect of the Public and Private partnership

subject without sanction of the state partner.

Article 35: Risks and risk allocation

While analyzing the feasibility study for the project, the state partner shall determine the risks associated with realization of the Public and Private partnership.

The basic types of risks and risk allocation order are approved by the authorized body in the field of economic planning.

Article 36: Settling of disputes

All disputes associated with the making, execution and termination of the Public and Private partnership contract shall be settled by negotiations according to the legislation requirements and the agreed dispute settling procedures specified by the Public and Private partnership contract.

2. Provided that the disputes associated with execution or termination of the contract fail to be settled as indicated in paragraph 1 of this Article, the parties, as provided by legislation, have a right to apply to the court or to the international arbitration.

Section VIII CLOSING AND TRANSITING PROVISIONS

Article 37:

Provisions of the present Law are basis for the development and passing of legislative and other normative acts regulating the Public and Private partnership issues.



DEVELOPMENT OF THE COORDINATED NATIONAL TRANSPORT POLICIES

**REPUBLIC OF KAZAKHSTAN, THE KYRGYZ REPUBLIC,
REPUBLIC OF TAJIKISTAN, REPUBLIC OF TURKMENISTAN,
REPUBLIC OF UZBEKISTAN**

**Draft model law
«on motor third-party liability insurance»
for discussion within
the expert working group framework**



REFERENCE: EUROPEAID/122076/C/SER/MULTI

Expert Working Group 1 on Freight Transport and Road Markets
Expert Working Group 4 on Institutional Strengthening

DRAFT

Modal Law

«On motor third-party liability insurance (MTPL insurance)»

The present modal law is developed for the purpose of regulation of motor third-party liability insurance issues. The given law adjusts legal, financial and organizational principles and aimed at enabling of damage compensation for injured persons' life, health and property occurred due to offensive operation of transport vehicles.

Chapter 1. General provisions

Article 1. Basic concepts used in the present modal law

The following concepts are used in the given model law (hereinafter referred as to "Law"):

1) **transport vehicle owner** – physical and juridical person, possessing a transport vehicle on the right of ownership, running operation and other operation authorisation or on the basis of any authorized operation (i.e. property leasing agreement, power of attorney given for transport vehicle transfer by any competent body, etc.)

2) **beneficiary person** – a person-recipient of insurance premium in accordance with the present Law;

3) **civil liability of transport vehicle's owner** – liability of physical or juridical persons established within the civil legislation to reimburse damage of life, health and/or property of the third party occurred due to offensive transport vehicle operation, which caused a source of extreme danger;

4) **insured person** – a person under insurance;

5) **complex agreement** - agreement on mandatory insurance of civil third-party liability concluded by physical person who owns two or more transport units indicated in the insurance police given only in the name of the physical person mentioned;

6) **independent expert** – physical or juridical person licensed for undertaking assessing activities and accredited thereof by the authorised state body involved into the sphere of monitoring financial markets (insurance activities) in accordance with the stipulated order;

7) **passenger** – a physical person concluded an oral or written transportation agreement with a carrier;

8) **injured person** – a person life, health and/or property of which were endured to damage by an offensively operated transport vehicle, where such transport vehicle's owner bears relevant responsibility (civil liability) in accordance with the legislation;

9) **direct regulation** – a mechanism of insurance reimbursement applied to ensure insurer's compensation of life, health or/and property damage of an injured person involved in a road accident concluded with the insurer mentioned above an agreement on civil liability of third-party insurance;

10) **standard agreement** – an agreement of mandatory MTPL-insurance concluded by physical or juridical persons possessing transport vehicles and indicated in the insurance police in the name of one or more persons under insurance;

11) **insured person** – a person concluded an agreement on insurance with an insurer; unless the otherwise is envisaged in the agreement on insurance; the insured person simultaneously becomes a person under insurance;

12) **insurance premium** – an amount to be paid out by insured person in favour of insurer for taking liabilities on insurance reimbursement to the insured (beneficiary) within the contractual amount value;

13) **insurance amount** - an amount of insurance deal which stands for utmost liability level of insurer whenever insurance case comes into force;

14) **insurance payment** – an amount to be paid out by insurer to insured (beneficiary) within the insurance amount whenever insurance case comes into effect;

15) **insurance case** – civil liability come into effect due to life, health or/and property damage to injured persons caused by offensively operated transport vehicle entailing insurance reimbursement. It is to be done by insurer in accordance with the agreement on mandatory insurance;

16) **insurer** – a juridical person obtained relevant license and entitled to insurance activities undertaking. The insurer is to provide insurance payment to insured or any other person under agreement (beneficiary) within the contractual amount (insurance amount) when the insurance case comes into effect;

17) **road accident** – road accident occurred due to offensive operation of a transport vehicle or with involving it, as well as due to influence of loosened parts and transported freight of the transport vehicle resulted in third parties' damages;

18) **transport vehicle operation** – operation of a transport vehicle meant for movement along transport motorways or along approaching roads or any other adjusted-for-transport-movement zones.

19) **authorised monitoring body on road safety** – an internal affairs division implementing juridical registration (re-registration) of transport vehicles, authorised to supervise compulsory technical inspection of transport vehicles and other responsibilities related to the traffic rules, as well as other standards related to road safety maintaining.

Article 2. Legislation on mandatory motor third-party liability insurance

1. The Legislation on mandatory motor third-party liability insurance is based on the Constitution and composed of the civil code, the present Law and other regulative legal acts.

2. If any international agreement installs other provisions than those envisaged by the present law, then the international insurance system provisions are to be applied.

Article 3. MTPL-insurance subject

Core activity of MTPL-insurance is focused on property interest protection of insured persons established by the legislation to reimburse life, health and/or property damage to third persons occurred due to offensive transport vehicle operation which caused an extreme danger source.

Article 4. Rationale and basic principles of MTPL-insurance

1. Rationale of the MTPL-insurance is to ensure property interests of third parties' life, health and/or property damaged due to offensive operation of transport vehicles via insurance reimbursements.

2. The basic principles of the MTPL-insurance are as follows:

Property interests protection of injured persons according to the rates and proceedings established by the relevant law;

Permission to transport vehicle operation provided that availability of insurance police on MTPL-insurance is ensured by transport vehicle's owner;

Maintaining liabilities fulfillment by the parties under agreement in accordance with the provisions of the agreement on MTPL-insurance;

Taking into account economic concern of the transport vehicles' owners to enhance road safety.

Article 5. Persons subject to mandatory MTPL-insurance

1. Persons involved into operation of car, truck, bus, microbus, tramway and trolleybus or any other related transport facilities designed on their basis, as motor transport, trailers (semi-trailers), registered (or subject to the state registration) in accordance with the stipulated legislative order, as well as temporally imported (entered) are subject to the mandatory MTPL-insurance.

In case of temporal operation of the registered transport vehicle at the territory of a foreign state, where the international insurance systems are applied, transport vehicle owners are to insure his/her civil liability in terms of the risk to third-parties' life, health or/and property damage that may occur at the territory of the temporal staying country.

Terms and conditions of the MTPL-insurance within the framework of the international insurance systems are to be in compliance with the requirements and proceedings of such international systems.

2. Transport vehicles' owners insured their liabilities in accordance with the current law can voluntarily enlarge the amount in order to undertake full reimbursement of the life, health and property damage, including such cases, which entailing to any other liabilities fulfillment than those related to the MTPL-insurance in accord to the present law.

Voluntary undertakings on MTPL-insurance will not exempt transport vehicles' owners from the mandatory conclusion of the MTPL-insurance Agreement.

3. Mandatory insurance agreement is not compulsory, if a transport vehicle owner registered in a foreign state is a member of the International treaties and /or international mandatory insurance systems valid in the state of origin.

4. Mandatory insurance agreement on MTPL-insurance is not to be concluded in the cases, when transport vehicles are not subject to the state registration and monitoring stipulated by the Government (excluding trams and trolleybuses).

5. Transport vehicle operators acting on the basis of transport leasing agreement, labor agreement to ensure fulfillment of his/her labor responsibilities or those acting on the basis of oral agreement and at the presence of the transport vehicle's owner are not subject to mandatory MTPL-insurance.

6. Transport vehicle's owner liability to third-party, which is not maintained in a form of mandatory and/or voluntary insurance are to reimburse life, health or property damage in accordance with the provisions of the civil legislation.

Chapter 2. MTPL-insurance Functionality Ensuring

Article 6. State monitoring and supervision in the sphere of MTPL-insurance

1. State supervision under insurance companies' activities is to be conducted by an authorised state body registered in the sphere of financial market services (insurance activities) regulation.

2. State supervision under fulfillment of transport vehicles' owners liabilities on MTPL-insurance established in accord to the present law is to be implemented by an authorised state body entitled to road safety enabling.

3. State supervision under liabilities fulfillment established by the present law, i.e. conclusion of MTPL-insurance agreements by transport vehicles' owners registered abroad and temporally operating their transport vehicles at the territory of the republic is to be ensured by authorised bodies located at the state border crossing points, when the transport vehicle is entering the territory of the republic.

Article 7. Transport Vehicle Operation Prohibiting under off-MTPL-insurance

1. Operation of a transport vehicle in case of MTPL-insurance malfunction is prohibited.

2. A transport vehicle operator is to always carry his/her insurance police on mandatory MTPL-insurance and is to be ready to present it for inspection to persons authorised by the law.

Persons authorised to monitor road safety matters have the right to claim for presenting mandatory insurance police by an operator of a transport vehicle.

Article 8. Specific conditions to implement MTPL-insurance

A juridical person registered as an insurance company prior to enabling MTPL-insurance related activities is to:

1) be a member of the Fund of guaranteed insurance payments in accord to the order set by the legislation on establishment and functioning of the mentioned Fund;

2) establish affiliates and/or insurance agents (representatives) in the capital and cities of regional and district subordination.

2. Insurer involved into mandatory MTPL-insurance is to on annual basis publish his/her financial reporting in official and Russian languages in not less than two periodicals distributed at the territory of the republic according to the terms and conditions envisaged by relevant legal acts on financial reporting publishing proceedings.

3. It is prohibited to undertake any activity related to limitation or elimination of fair competition, as well as provision any non-justified privileges on of mandatory MTPL-insurance granted to one insurer in preference to another, including infringement of rights/legal concerns of the insurers and forced imposing some insurance companies' services by mighty state authorities.

4. It is prohibited to conclude MTPL-insurance agreements in the points of registration (re-registration) of transport vehicles and permission documents issuance, including of insurance policies supervision, except border crossing points.

Mandatory MTPL-insurance agreements conclusion done at the border crossing points are to be undertaken in accordance with the order stipulated by the state authorised body registered in the sphere of financial service (insurance activity) and market regulation.

5. Insurance operations implemented within international insurance systems can be undertaken by those insurers which included to the List of insurers. To achieve is such insurers are to be members of the Insurers' association.

Article 9. MTPL-insurance data-base

1. Juridical persons registered as insurance companies prior to mandatory MTPL-insurance enabling are to register in mandatory insurance data-base (hereinafter referred as "data base") in the order stipulated by the present law.

2. Data base is an aggregated information stock on insurers and insured persons.

Insurance report – is a card to obtain full or partial information from the mentioned data base. Insurer and insured persons are the basic subjects of the data base.

3. Outlining and maintenance of the data base is to be undertaken exclusively by organizations (insurers' association), membership, which are at 70% consist form insurers obtained licensed MTPL-insurance.

The organisation is to undertake outlining and maintenance of the data base in accordance with the legal acts of the republic and other relevant legal acts established by an authorised state agency.

4. In order to present qualitative and timely implementation of the requirements envisaged by the legislative acts of the republic and the present law, the organisation on outlining and maintenance of the data base is entitled to claim from physical/juridical persons and state bodies any information including the information of secret nature in the field of insurance.

Personnel of the organisation is liable to keep confidentiality of the containing data related to official, commercial and insurance or any other secret matter and protected by law in accord to relevant legal acts.

5. Information sources for the data base outlining are as follows:

1) insurers involved into mandatory MTPL-insurance;

2) other persons providing information on the basis of appropriate agreements on information supply and / or insurance reporting submission.

6. Such information suppliers are entitled to:

1) demand due operation of the supplied information aimed at the data base outlining and maintenance in accordance to the present law;

2) claim for other rights in accordance with the legislative acts and/or agreement on information supply/information provision.

7. The information suppliers are liable to:

1) conclude an agreement on info supply and/or receiving with the organisation on outlining and maintenance of the data base

2) provide information to the organisation on outlining and maintenance of the data base help establishing it in the volume and according to the proceedings stipulated by the present law and agreements on information on insurance report submission and / or information on insurance report obtaining;

3) revise the information and put any amendments to the info submitted to the organisation on outlining and maintenance of the data base upon the claim of an entity from the data base;

4) submit information to the organisation on outlining and maintenance of the data base in strict conformity with data available in the data base on its clients;

5) operate available information stock and information systems in accordance with existing legislation;

6) ensure proper environment for information handling at their own account.

8. Insurance report recipients are:

1) authorised state agencies on regulation and supervision of insurance activities;

2) insurers involved to the mandatory MTPL-insurance;

3) data base entities;

4) consulting and scientific-researching organisations providing consulting services in the sphere of insurance and actuarial estimations;

5) authorised state bodies maintaining supervision of liabilities fulfillment in accordance with the MTPL-insurance provisions.

Provision of the data base information to persons which are not listed above is prohibited.

9. The recipients of insurance reporting mentioned in subparagraph 3, point 8 of the present article are entitled to claim information only about themselves.

The recipients of insurance reporting mentioned in subparagraph 4, point 8 of the present article are entitled to claim information on the number of concluded agreements, rates of insurance premiums, as well as insurance payments done (within the information on payments for property and health reimbursement).

10. The information recipient is entitled to get insurance reporting and to obtain other rights in accordance with the relevant legal acts.

The recipients of insurance reporting mentioned in subparagraphs 2 and 4, point 8 of the present article are liable to:

1) inform on changing the data on registration acting as an information recipient;

2) secure confidentiality of the received information and do not provide it to third persons;

3) use the received information for the purposes envisaged by the present law;

4) inform the data base entity (client) upon his/her claim on the information contents or provide a copy of the information in accordance with the internal provisions;

5) pay for the information supply done through using the data base in accordance with the proceedings stipulated by the present agreement;

6) bear any other liabilities in accordance to the relevant legal acts.

Article 10. Information provided for data base outlining

1. In order to fulfill the liabilities on information provision and obtaining as per point 4, article 9 of the present law, the recipients of the insurance reports mentioned in sub-points 2) and 4), article 8 of Chapter 9 of the present law are liable to conclude appropriate agreements with the organisation on outlining and maintaining of the data base.

2. Insurers are to provide any information upon each concluded insurance agreement on insurance premiums volume, as well as on insurance cases and insurance amounts (of property and health compensation payments) in accordance with terms and conditions envisaged by the agreement on information submitting or/and on information obtaining.

3. Information types mentioned in point 2 of the present article are to be provided in electronic version attached with overall information systems data copied in soft ware.

4. The organisation on outlining and maintaining of the data base is to ensure fairly equal conditions for insurers aimed at establishing and accessing the information resources of the data base.

Article 11. Information interaction

1. Internal affairs bodies on a free basis are to provide one copy of documents related to road accidents to involved persons, as well as to their representatives and insurance organisation upon their claims thereof confirming the insurance case. It is also applied in the case of necessary confirmation that life and health damage was caused by a person escaped from the locus delicti; a copy from the Protocol on traffic rules breaching with a road accident sector sketch are to be also attached.

2. Internal affairs bodies, Offices of Public Prosecutor, courts, health protection organisations and other state bodies and organizations possessing information on transport accident and its consequences are on a free basis to provide the given information to insurer and the Fund of guaranteed insurance payments upon their request written and stamped.

3. In the case of impossibility of an insured person to inform on insurance case, the authorised body on road traffic is to inform the appropriate insurer on the road accident occurred.

Any other person also has the right to inform the insurer on the occurred road accident.

Chapter 3. MTPL-insurance agreement

Article 12 Agreement on MTPL-insurance and contract conclusion proceedings

1. Mandatory liability insurance is to be conducted on the basis of agreement concluded between the insurer and insured person.

2. The agreement on mandatory MTPL-insurance envisages insurance payment due to life, health and/or property damage of injured persons as per the liabilities under insurance contract, except reimbursement of moral damage and loss of profit, but including loss of market cost of the property and reimbursement of failed deadlines of goods or services supply (or another contractual responsibilities).

3. Mandatory MTPL-insurance agreement is to be concluded with the insurer possessing necessary license on mandatory insurance undertaking.

Insured is free to opt for any insurer. Insurer has no right to reject the request on MTPL-insurance agreement conclusion.

In accordance with the MTPL-insurance agreement the insurer is to pay insurance premium and insured person is to undertake insurance payment to beneficiary whenever the insurance case comes into effect within the order, rate, and time period stipulated by the present law.

4. Mandatory MTPL-insurance agreements are divided into the following types:

- 1) standard;
- 2) complex.

5. Mandatory MTPL-insurance agreement is to be concluded in a written form entailing compulsory provision of insurance police to insured person. Insurance police template is fixed and is the document of mandatory reporting.

Application submitted by insurer, requirements to which are to be adjusted by regulative and legal acts can serve the justification for MTPL-insurance agreement concluding.

6. Insurance police apart of meeting the requirements stipulated by the legal acts and related to insurance agreements is to contain necessary information on maximum liability level of the insurer within the limits of one insurance case, as well as the agreement type reference. Requirements on filling-in order of the insurance police are set by the relevant legislation on insurance.

7. In case of insurance police loss insurer upon a written request of insured person is to issue a duplicate of the insurance police. Expenses occurred due to new insurance police printing and filling in the duplicate are to be reimbursed by the insured person, whereas the total amount of the reimbursed expenses cannot exceed 0,1% of a minimum estimated indicator (minimum wage) stipulated in accordance with the appropriate legal acts at the moment of the application submitting.

8. If the insurer concludes MTPL-insurance agreement based on terms and conditions which worsen the insured person state of affairs in comparison with those envisaged by the present law, then whenever the insurance case comes into effect the present law provisions are to be applied.

Article 13. Standard agreement

1. According to the standard agreement civil insurance can be sustained in favour of one or more owners of transport vehicles.

2. Standard agreement is concluded by means of issuing individual insurance police done by insurer to insured person for each operated transport vehicle.

3. Insurance police is to contain information on insurer (insured person(s)) and their transport vehicles under operation.

4. Arranging standard agreement an insurer (insured) is entitled to include all owners of the transport vehicle under insurance as well as duration of its power of attorney for its operation.

Any additions or amendments are to be inserted to the insurance police by the insurer on the basis of the written application of the insured person.

5. According to the standard agreement civil liability of the insured person is considered asserted in the result of third persons' damage caused by the insured person himself or in the case of:

- 1) transport vehicle operated by an authorised person at the presence of insurer (insured);
- 2) operation of a transport vehicle on the basis of labour contract or any other agreement concluded with insurer (insured) in a written form;
- 3) transport vehicle operated illegally, if the liability on damage compensation is imposed on insurer (insured).

6. In the case of amendments, additions envisaged by point 4 of the present article entailing either increasing or decreasing of insurance premium the insurer is to undertake re-calculation of the insurance premium rate in accordance with the present law. Herewith he can also claim for additional payment or return of an exceeding amount paid beforehand taking into account reimbursement of expenditures occurred due to insurer's involvement.

Article 14. Complex agreement

1. According to the complex agreement civil insurance can be sustained in the name of owner of two or more transport vehicles.

2. Complex agreement is concluded by means of individual insurance police issuing done by insurer to insured person for all transport vehicles operated.

3. Insurance police shall contain data on insurer (insured) – physical person and his transport vehicles operated.

4. An insurer (insured) within the validity period of the complex agreement is entitled to claim for inserting amendments to the insurance police related to registration/excluding his transport vehicles in/from his civil liability insurance.

Any additions or amendments are to be inserted to the insurance police by the insurer on the basis of his written application of the insured person.

5. According to the complex agreement civil liability of the insured person is considered asserted in the result of third persons' damage caused by the insured person himself or in the case of:

1) transport vehicle operated by a person authorised for its operation at the presence of insurer (insured);

2) transport vehicle operated illegally, if the liability on damage compensation is imposed on insurer (insured).

6. In the case of amendments, additions envisaged by point 4 of the present article entailing either increasing or decreasing of insurance premium, the insurer is to undertake re-calculation of the insurance premium rate in accordance with the present law. Herewith he can also claim for additional payment or return of an exceeding amount paid beforehand taking into account reimbursement of expenditures occurred due to insurer's involvement.

Article 15. MTPL-insurance Agreement Validity

1. MTPL-insurance agreement is valid for all persons recognized injured in accordance to the given Law, including those who operated the insured person's transport vehicle and caused damages, excluding:

1) persons operating the transport vehicle due to fulfillment of their labour contract conditions or any other labour responsibilities to the insured person, including those done on the basis of labour or other agreement with the transport vehicle owner, or at the presence of the insured person done on the basis of his/her will without any prior written arrangement of the deal;

2) passengers, if the insured person is a carrier undergoes the given legislative requirements aimed at regulating of the mandatory MTPL (passenger) insurance;

3) employees of the insurer (insured), if the insurer (insured) is liable to insure his liability for life and health damage of the employees fulfilling their labour (service) responsibilities in accord to the legal acts.

2. Mandatory MTPL-insurance agreement comes into force and becomes compulsory for the parties starting from the date adjusted by the provisions of the MTPL-insurance agreement.

3. The MTPL-insurance agreement is to be concluded for the period of 12 months started from its coming into effect. The agreement is to be launched from the moment of issuing property ownership right to a physical or juridical person, but not later than 10 days starting from the transport vehicle's registration (re-registration) in the internal affairs agency.

4. It is admissible to conclude the MTPL-insurance agreement within other period than the mentioned above (point 3) in the cases as follows:

1) in-season-operation of the transport vehicle, but not less than for 6 months;

2) while concluding it with creditors (insurers) of an abolishing insurance company, which is a member of the system of guaranteed insurance payments.

5. In case of temporal entrance of a transport vehicle at the territory of the republic the MTPL-insurance agreement is to be concluded for the whole period specified for this temporal stay, but not for the period less than 5 calendar days.

6. While obtaining a transport vehicle (purchase, inheritance, getting it as a gift and etc.) its owner has the right to conclude an agreement on mandatory insurance for the period that is needed to get to the registration point. Upon the registration of the transport vehicle its owner is to conclude MTPL-insurance agreement for the period of one year.

7. The MTPL-insurance agreement covers the territory of the republic entirely unless otherwise is foreseen by any of the international agreements in force in the republic.

Article 16. MTPL-insurance agreement determination

1. The MTPL-insurance agreement is considered determined in the following cases:

- 1) expiration of agreement term validity;
- 2) pre-termination of the agreement;
- 3) first insurance case occasion engaging insurer to insurance premium payment.

2. Upon insurance premium payment the insurance police is to be seized by insurer. Whereas transport vehicle owner is to conclude (to prolong) a new MTPL-insurance agreement with any insurer entitled to perform insurance of such type.

Article 17. Pre-termination of the MTPL-insurance agreement

1. MTPL-insurance agreement can be pre-terminated in the cases specified in the civil legislation.

2. For pre-termination of the MTPL-insurance agreement insured person (in the case of his/her death – his/her successor/legatee) is to submit an appropriate written application.

3. Upon the MTPL-insurance agreement pre-termination occurred insured person has the right to be compensated through a partial insurance premium according to the following rates:

N п/п	Period of time from the moment of coming into effect to the moment of pre-termination	Insurance premium rate to be deducted by insurer (in percentage of the annual premium rate)
1	2	3
1	up to 15 days (inclusive)	15
2	from 16 days to 1 month (inclusive)	20
3	from 1 to 2 months (inclusive)	30
4	from 2 to 3 months (inclusive)	40
5	from 3 to 4 months (inclusive)	50
6	from 4 to 5 months (inclusive)	60
7	from 5 to 6 months (inclusive)	70
8	from 6 to 7 months (inclusive)	75
9	from 7 to 8 months (inclusive)	80
10	from 8 to 9 months (inclusive)	85
11	from 9 to 10 months (inclusive)	90
12	from 10 to 11 months (inclusive)	95
13	over 11 months	100

Article 18. Rights and liabilities of Insurer

1. Insured person is entitled to:

1) claim for full explanation of mandatory MTPL-insurance provisions, his/her rights and liabilities envisaged in the agreement;

2) duplicate his/her insurance police in the case of its loss;

3) involve independent expert to assess life, health and property damage caused to an injured person;

4) be provided with the outcomes of damage assessment undertaken by an independent expert as well as with insurance reimbursement rates calculated by the insurer;

5) pre-terminate MTPL-insurance agreement;

6) in accordance to the stipulated order to dispute a claim on insurance payment refusal or its amount reduced by insurer;

7) get insurance payment in the cases envisaged by the law.

There might be other rights to be granted to insured persons in the MTPL-insurance agreement, which are not in conflict with the civil legislation.

2. Insured person is liable to:

1) present all required information necessary to be filled in the MTPL-insurance agreement, including on transport vehicle dual insurance, in-season operation, temporal entrance and on insurance premium reducing in accordance with the present law;

2) undertake insurance premium payments in the rate, order and periods of time stipulated by the MTPL-insurance agreement;

3) instantly, but not later than within 3 working days after a transport accident and insurance case come into effect to inform thereof the insurer by any possible means (orally, in written). Oral informing shall be further confirmed in written (during following 72 hours). In cases when insurer and insured are not the same person, the liability on timely informing the insurer on insurance case is charged onto the insured person. If the insured person on acceptable reasons could not inform the insurer, it should be confirmed through authentic documents;

4) if a road accident happened the insured person is to inform the injured persons and road police authorities on the name and location of his/her insurer which the MTPL-insurance agreement was concluded with;

5) in the case of road accident to undertake reasonable and possible measures available in the occurred situation aimed at avoiding or diminishing possible losses, including any attempts to save property of the injured person and medical care to be provided to them;

6) inform relevant authorities and organisations based on their competencies (internal affairs divisions under regional road safety authorities, state anti-fire services, intensive medical services, emergency services) on the occurred transport accident and injured persons;

7) instantly after the road accident, but not later than within two hours from the moment of a written directive of the relevant authority to go through medical examination aimed at constituting or disclaiming of possible psychoactive drug or alcohol containing drinks availability in the blood of the driver according to the order stipulated by the law;

8) instantly, but not later than within 2 working days from the moment of informing the insurer on insurance case to inform the injured on the same;

9) ensure transmission of the right of contribution to the person announced responsible for the insurance case;

There might be other liabilities to be formulated in favour of transport vehicles' owners in the MTPL-insurance agreement, which are not in conflict with the current legislation.

3. Liabilities of the insurer indicated in sub-points 4), 5) and 6) of point 2 of the present article are to be charged on the person operated the transport vehicle and got involved into the road accident.

Article 19. Rights and liabilities of Insurer

1. Insurer is entitled to:

1) claim from insured person to present all required information necessary to be filled in the MTPL-insurance agreement, except the data protected by the Civil code, but including information on previous transport vehicle insurance agreements, insurance cases and insurance payments occurred in accordance with the present law;

2) inquire necessary documents from appropriate state bodies and organisations to constitute the fact of insurance case in force and damage assessment based on their competence;

3) to identify the reasons and other circumstances of the transport accident occurred;

4) claim for the right of contribution to the person responsible for damage in cases envisaged in article 32 of the present law;

5) to refuse insurance payment fully or partially on the basis of the provisions envisaged by article 33 of the present law;

There might be other rights of the insurer to be formulated in the MTPL-insurance agreement which are in conflict with the current legislation.

2. Insurer is liable:

1) to inform insured person on terms and conditions of the MTPL-insurance agreement, explaining his/her rights and liabilities arisen from the mandatory MTPL-insurance agreement;

2) upon the MTPL-insurance agreement concluding to issue relevant insurance police to the insured person;

3) in the cases envisaged in articles 13 and 14 of the present law to amend the insurance police accordingly;

4) to grant benefits on insurance premium in favour of the persons listed in point 1, article 22 of the present law;

5) in the case of informing on a road accident to register it instantly;

6) within the periods of time stipulated by the present law and upon the application on undertaking independent assessment of the damaged (destroyed) property of insured or injured (beneficiary) or their representatives to present to the beneficiary an appropriate report on assessment;

7) in the insurance case to undertake insurance payment in the order, rate and period of time set by the given law;

8) to reimburse the insured person all expenditures occurred due to preventing or reducing losses caused in the insurance case;

9) to ensure insurance confidentiality.

There might be other liabilities set for the insurer in the MTPL-insurance agreement, which are not in conflict with the republican legislation.

Article 20. Injured person rights

1. Injured person has the right to:

1) inform his/her insurer on road accident damages caused by insured person;

2) collect necessary set of required documents on behalf of insured person for insurance payment enabling and present them to the insurer;

3) use independent expert services aimed at assessing the margins of the damages to health and/or property;

4) be provided with the outcomes of the assessment on damages occurred to be undertaken by an independent expert, as well as on insurance payment calculations done by the insurer;

5) get insurance payment in the rate, order and within the deadlines set by the present law;

6) dispute the decision on insurance payment refusal or its reduction in accordance with the order stipulated by the legislation;

7) claim for damage reimbursement to be undertaken by the transport vehicle owner in the case if the actual damage value exceeds the insurance payment amount.

2. In the cases envisaged by the present law the rights of injured person established in point 1 of the present article are to be transferred to other persons recognized beneficiaries.

Chapter 4. Insurance premiums

Article 21. Insurance premium rates

1. For calculation of annual insurance premium rate subject to payment in accord to the MTPL-insurance agreement, the basic insurance premium rate is to be used which is to be multiplied by coefficients adjusted in points 3-9 of the present article depending on the transport vehicle registration point, its type, age and operation experience of the insured person, as well as operational period and number of occurred insurance cases caused by persons under previous civil liability insurance agreements (system "bonus-malus").

The coefficients are not to be applied in the case of temporal entrance of a transport vehicle to the territory of the republic.

2. Basic insurance premium is to be adjusted at 1.9 from a minimum estimated indicator (minimum wage).

3. The coefficients applied at the registration area coverage are to be calculated by the Government whereas the minimum level is to make not less than 0.8 from a minimum estimated indicator (minimum wage).

4. Coefficients on the transport vehicle type are to be set up at the following rates:

N	Transport vehicles type	Coefficient rate for each transport vehicle type
1	2	3
1.	Cars	2,09
2.	Buses for up to 16 passenger seats (inclusive)	3,26
3.	Buses for over 16 passenger seats	3,45
4.	Trucks	3,98
5.	Trolleybuses, tramways	2,33
6.	Motor vehicles	1,00
7.	Trailers (semi-trailers)	1,00

5. Coefficients of the transport vehicle age and operator's experience for physical persons are as follows:

N	Age / operation experience	Related coefficients
1	2	3
1.	Below 25 years/ below 2 years	1,10
2.	Below 25 years /over 2 years	1,05
3.	25 years and over/below 2 years	1,05
4.	25 years and over /over 2 years	1,00

6. For juridical persons the coefficient established in point 5 of the present article is to be adjusted at the rate of 1,2.

7. The transport vehicle operation coefficients are to be calculated as follows:

N	Transport vehicle operational age	Related coefficients
1	2	3
1.	Up to 7 years (inclusive)	1,00
2.	Over 7 years	1,10

8. Coefficients depending on the number of insurance cases caused by persons under previous civil liability insurance agreements (system "bonus-malus") are to be calculated as follows:

Classification at the moment of insurance launching	Coefficient rate	Classification by the end of the insurance period, taking into account the number of insurance cases caused by the insured person				
		0 - insurance cases	1 insurance case	2 insurance cases	3 insurance cases	4 insurance cases and more
1	2	3	4	5	6	7
Class M	2,45	0	M	M	M	M
Class 0	2,30	1	M	M	M	M
Class 1	1,55	2	M	M	M	M
Class 2	1,40	3	1	M	M	M
Class 3	1,00	4	1	M	M	M
Class 4	0,95	5	2	1	M	M
Class 5	0,90	6	3	1	M	M
Class 6	0,85	7	4	2	M	M
Class 7	0,80	8	4	2	M	M
Class 8	0,75	9	5	2	M	M
Class 9	0,70	10	5	2	1	M
Class 10	0,65	11	6	3	1	M
Class 11	0,60	12	6	3	1	M
Class 12	0,55	13	6	3	1	M
Class 13	0,50	13	7	3	1	M

9. Upon conclusion of appropriate agreement insured person is to be classified in accordance with the number of insurance cases he/she was involved in and the number of accidents caused by him/her.

10. In the case of the agreement conclusion for the first time the insured person is classified at the 3-rd level (class 3).

11. Depending on the number of the insurance cases occurred within the previous MTPL-insurance agreements the prolongation of the agreement stands for application of a lower class coefficient up to the lowest one (-M) or a decreasing coefficient with a higher class in the case of 0-insurance cases caused by the insured.

12. Upon concluding the MTPL-insurance agreement covering the period of not less than 12 months the following insurance premium rates is to be adjusted per one transport unit:

N π/π	Insurance period	Annual insurance premium rate (in percentage from an annual insurance premium)
1	2	3
1.	5 days	10
2.	from 6 up to 15 days (inclusive)	15
3.	or 16 days to 1 month (inclusive)	20
4.	from 1 to 2 months (inclusive)	30
5.	from 2 to 3 months (inclusive)	40
6.	from 3 to 4 months (inclusive)	50
7.	from 4 to 5 months (inclusive)	60
8.	from 5 to 6 months (inclusive)	70
9.	from 6 to 7 months (inclusive)	75
10.	from 7 to 8 months (inclusive)	80
11.	from 8 to 9 months (inclusive)	85
12.	from 9 to 10 months (inclusive)	90
13.	from 10 to 11 months (inclusive)	95
14.	over 11 months	100

13. Upon the complex agreement the insurance premium is to be paid per each transport unit, whereas the rate of the insurance premium is to be calculated as equal to the highest indicator exists in the insurance premium rates scale and established for transport vehicles listed in the insurance police.

14. Maximum rate of the insurance premium under the mandatory MTPL-insurance agreement cannot exceed sum of three basic rates applied at the registration area of the transport vehicle, whereas the application of all insurance tariffs envisaged by the present article cannot exceed sum of its five basic rates.

15. The insurance tariffs established by the present law are mandatory for application by insurers. The insurers are not entitled to apply rates and /or coefficients, which differ from the established ones.

Article 22. Insurance premium reduction

1. Transport vehicle's owners – veterans of the World War II and persons equated to them, invalids of I and II groups, pensioners are entitled to pay only 50% from the insurance premium of the total insurance premium amount calculated in accordance to article 21 of the present law.

In the case of operation of the same transport vehicle by other persons from those indicated in point 1 above, the beneficial insurance is not to be applied.

2. Insurer provided a beneficial insurance premium rate in favour of the persons listed in point 1 of the present article is entitled to be compensated in accordance with the order and proceedings established by the legislation.

Reduction of the insurance premium for some individual categories of insured persons at the account of insurance premiums adjusted for other insured persons' categories is not admissible.

Article 23. Additional services provided by insurer

Insurer is entitled to provide any additional services on the basis of insured person's approval related to rendering necessary assistance in road accidents, including provision of a transport vehicle to the insured person to be operated within the period of renovation of the damaged transport vehicle. It also includes any assistance on collection of necessary documents for insurance payments, provision of the insurer's representative (average commissioner) sent to the road accident site for the purpose of rendering first aid assistance to the insured person.

Article 24. Insurance premium payment proceedings

1. If the MTPL-insurance agreement does not envisage otherwise, the insurance premium is to be paid to the insured through once-only payment.

2. Insurer is entitled to foresee insurance premium installments in the provisions of the MTPL-insurance agreement. At the same time the insurer bears responsibilities to the insured person within the whole period of the agreement validity. Failure of any insurance fee installments cannot serve as a justification for mandatory MTPL-insurance agreement pre-termination.

3. If the failure of insurance fee payment occurs, then the insured persons are to pay the fine in the order and rate established by the civil code.

Chapter 5. Identification of insurance case, assessment order of damage caused and insurance payment proceedings

Article 25. Identification of insurance case, assessment order of damage caused

1. Insurance case is to be recognized in effect in the result of life, health and/or property damage to persons identified injured caused by offensively operated transport vehicle under insurance in according to the provisions of the MTPL-insurance agreement.

2. The damage impact assessment to life and health of injured person is to be undertaken in accordance with the present law and on the basis of documents issued by appropriate organisations.

3. Damage impact to the property is to be assessed on the basis of value indicator calculated to cover expenses on restoration of the damaged property reduced by the amount of the property depreciation at the moment of the assessment. The value of the restoration work is to be calculated based on the current market costs.

4. The damage impact to the scratched or destroyed property is to be assessed on the basis of its market value at the date of the assessment.

The property is considered destroyed, if its restoration is not technically feasible or economically non-justified. The property restoration is considered economically non-justified, if the evaluated costs for its restoration exceed 80% of its market value at the date of the assessment.

5. Damage impact of the scratched or destroyed property is to be assessed by an independent expert, which is mandatory to the insurer.

6. Insured or injured person (beneficiary) or their assignees are entitled to use independent expert's services on their own will. Costs reimbursement arisen from the independent expertise services is to be charged to the insurer.

7. Insurer person on the basis of the assessment application and related documents certifying the insurance case-in effect submitted by insured person or by injured (beneficiary) or their assignees is within 3 working days to undertake assessment of damage impact to be implemented by an independent expert at the account of insurer.

The assessment outcomes which tend to prove the opposite are of not mandatory nature for the insured person or injured (beneficiary) or their assignees.

Insurer does not have the right to charge assessment services fees to be included to the insurance payment to beneficiary.

8. If insurer within the period of time established in point 7 of the present article fails damage impact assessment, insured person or injured (beneficiary) or their assignees can on their own engage independent expert services and launch proceedings related to restoration (utilization) of the property. Expenses occurred due to independent expertise engagement paid by insured or injured person (beneficiary) or their assignees are subject to reimbursing by insurer in addition to the insurance payment.

9. Injured person, property of which was damaged the latest 3 working days from the moment of submitting necessary documents (confirming insurance case-in-effect) by him or insured person to insurer is to keep the damaged property in the state as it was right after the road accident; as well as to provide all opportunities both to insurer and independent expert to undertake inspection of the damaged property and assess the impact of the damaged.

10. Insurer within 4 working days from the date of the damaged property inspection and independent expertise is to submit a report on assessment to the beneficiary.

11. Conscious faking of insurance cases, as well as other false actions aimed at illegal insurance payments obtaining entail to punishment in accordance with the Criminal code.

Article 26. Actions to be undertaken at the absence of injured persons endured to life, health damage

In case of absence of persons injured in a road accident other involved persons are to inform insured person on the fact of the road accident occurred.

Insured persons are entitled to delegate their assignees to the point of the road accident.

Involved persons on their mutual agreement have the right to undertake assessment of the circumstances and property damage impact, estimated amount of which shall not exceed 50 minimum wages, as well as the right to elaborate the accident area sketch, and signed it to submit to the nearest point or division of internal affairs for its further proceeding.

Article 27. Insurance premium calculation

1. Maximum liability level of the insured person per one insurance case (insurance amount) shall make the following indicators (minimum estimated indicators):

1) for damage entailing life and health of each of the involved injured person resulted in:

death - 1000;

disablement:

of I group - 800,

of II group - 600,

of III group - 500;

a "child-invalid" – 500.

Mutilation, injury or other health damage without disablement recognition shall be set at the level of actual reimbursement of expenditures paid for out-patient treatment and / or in-patient treatment, which shall not exceed the indicator of 300. Herewith the rate of the insurance payment per each in-patient treatment shall be adjusted at the level of 2 minimum estimated indicators (minimum wages);

2) for property damage of the injured – at the level of the damage cost, but not more than 600;

3) for a harm caused to two or more injured persons' property – full reimbursement of the damage, but not more than 600 to each injured person. Whereas the total amount of the insurance payments to all involved injured persons shall not exceed 2000. In case, if the total damage estimation exceeds the adjusted maximum level, then each injured person shall get the payment for actual damage of the property calculated individually.

2. Insurance payment for a harm caused to life and health of injured person resulted in his/her death or disablement is to be adjusted at the maximum liability level of the insured person set in point 1 of the present article.

3. For calculation of insurance payment the minimum estimation indicator (minimum wage) is to be used and corresponded to the related legislative act at the day of insurance payment.

4. Expenditures covered by insured persons in order to prevent or reduce the losses are subject to reimbursement by insurer provided that such expenditures were unavoidable or paid to fulfill the insurer's directives, even if the appropriate measures turned out ineffective.

Such expenditures are to be reimbursed in actual value; whereas the total insurance payment and costs compensation shall not exceed the contractual amount set by the mandatory MTPL-insurance agreement. If the expenses occurred in the result of fulfillment of the insurer's directives, they are to be reimbursed in full amount independently from the insurance payment.

The indicated costs are to be reimbursed by the insurer directly in favour of person covered them.

5. If the insurance amount is not sufficient for reimbursement of the actual damage, then the insurer is to reimburse to difference between the insurance amount and actual damage costs.

6. In case of injured person's death the person undertaking funeral arrangements is to be compensated for all related costs in amount of actual expenses, but within the amount of the insurance payment set up by the MTPL-insurance agreement.

Article 28. General provisions of insurance payment enabling

1. Claim for insurance payment to insurer is to be submitted by insured or other beneficiary in a written form and attached with a set of documents required for insurance payment enabling.

2. The attached documents are as follows:

1) insurance police (its duplicate);

2) document certifying the insurance case-in-effect, its damage impact on the injured persons;

3) a copy of an certificate issued by medical care institution on temporal disability of the injured persons caused by life and health damage in a road accident or a certificate on confirming complete disablement of the injured person;

4) notarized copy of the injured person's certificate on death;

5) a document confirming the right of beneficiary to be reimbursed for the occurred damage (copy);

6) application on assessment enabling;

7) if available, documents certifying the damage impact assessed by an independent expert;

8) ID copy of the beneficiary (for a physical person) or original power of attorney issued in the name of the juridical person's assignee;

9) if available, documents certifying expenses covered by insurer (insured) in order to prevent or reduce losses caused by insurance case occurrence;

10) a driving license copy of the insurer (insured) or a person operated the transport vehicle, a document copy that certify his/her right to operate the mentioned transport vehicle, including a copy of transport vehicle registration certificate.

Claiming for other documents to be submitted by insured or injured persons are not allowed.

3. Insurer received the documents is to issue a certificate (two copies) that includes a full list of the submitted documents and the date of their receipt.

If the list of the documents mentioned above in point 2 of the present article is not complete, then the insurer is within 3 working days to inform on the missing documents in a written form.

4. Beneficiary is a person injured in a road accident (in case of his/her death – a person legally entitled for damage compensation due to the injured person's death), as well as insured or other person compensated to the injured person (his legal assignee) damage within the limits of insurer liabilities stipulated by the present law and entitled to undertake an insurance payment.

In case of property damage the person recognized injured, if he/she is the owner of the damaged property, in case of his/her death – injured person(s) are those who are entitled to be compensated in accordance with the current legislation.

5. Upon the injured person's written application or notarized power of attorney the insurance payment is to be enabled directly to the person assisted (is assisting) him/her to restore health and/or property damaged.

6. Insurance payment for damage caused to life and health of the injured person is to be enabled regardless of amounts paid out to him/her (or his/her assignees) in accordance to other insurance agreements.

7. In case of insurance payment enabling the insurer has not the right to claim for fulfillment any conditions by beneficiaries that limit their choice towards the insurer.

8. Insurer person has the right to retrieve the property or its remainder if the property damage is compensated in accordance to its market value at the date of the insurance case enabling.

Article 29. Insurance payment enabling proceedings

1. Insurance payment is to be enabled by the insurer within 7 working days from the day of his receiving the documents envisaged in article 28 of the present law.

2. In case of property damage involving several injured persons, insurer is liable to launch the insurance payment within 7 working days from the moment of actual documents receipt submitted by all involved persons, but not later than 15 calendar days from the date of first document submission regardless of other actions undertaken by injured persons.

3. If in the result of accident caused enabling of insurance case, the injured person is experiencing health impairment (disablement or higher disablement group) or further it entails to death, then the insurer based on the application submitted by the injured person (beneficiary) and other related documents is to undertake re-calculation of the insurance amount in accordance to the order and the rate established by the

present law. At the same time the re-calculation of the insurance payment amount stands for consideration of the prior paid amounts.

4. In case of a delayed insurance payment the insurer is to compensate relevant fines to the beneficiary in accordance with the order and rate adjusted by the Civil code.

Article 30. Direct regulation proceedings

1. If the insurance case comes into effect, the injured person or his legal assignee (in case of the injured person's death) has the right to address the appropriate claims to the insurer and conclude with the injured person a mandatory insurance agreement, provided that the person caused the road accident has obtained the insurance police.

2. Insurance payment is to be enabled within 7 working days from the moment of receiving the documents envisaged by sub-points 1) – 6) of article 28 of the present law.

3. Insurer maintained the insurance payment is entitled to address the expenditures statement to the insurer of the person caused the road accident. The insurer of the blamed party on the basis of direct regulation proceedings is to reimburse all expenditures arisen from the insurance payment done in favour of the injured person.

4. The order and procedures of the direct regulation are set by the present law and regulative legislative acts established by appropriate state authorised body.

Article 31. Insurance payment enabling in favour of several injured persons

In case of damage caused by several transport vehicles, owners of which has obtained mandatory insurance agreements, the beneficiary to the case is entitled to be paid by each of them separately. Each insurer is to undertake insurance payment within the liability limits adjusted by the present law and in a manner proportional to insurer's liability level. At the same time the total amount of the insurance payments cannot exceed the actual value of the damage and the maximum liability level envisaged for each insurer.

Article 32. Right of contribution against the person caused damage

1. Insurer maintained the insurance payment is entitled to claim for contribution and be bestowed by the insured person within the limits of the amount paid, provided that:

1) civil liability of the insured person has come into effect in the result of conscious actions provoking insurance case enabling or forcing it, except the cases of self-protection or of absolute necessity.

2) civil liability of the insured person comes into effect in case if the transport vehicle was operated in the state of alcoholic or narcotic intoxication;

3) the person operated the transport vehicle did not have appropriate document to do it;

4) the court examination constitutes, that the insurance case has come into effect due to engineering malfunction of the transport vehicle, on which the insured person was aware of or he/she is supposed to know;

5) the transport vehicle was not operated in accordance with its basic requirements;

6) injured person consciously did not take any actions to reduce the losses of the insurance case;

7) transport vehicle operator escaped from the road accident site;

8) person operated the transport vehicle and sent to examination in terms of psychoactive substances and alcoholic intoxication state failed the examination without any reasonable justifications.

2. In the cases listed in point 1 of the present article when the person blamed in damage was operating the transport vehicle due to fulfilling his/her labour responsibilities set by its owner or at the presence of the owner and based on an oral agreement, then the insurer is entitled to claim for contribution to the owner of the transport vehicle involved into road accident.

3. Insurer maintained insurance payment is to be granted with contribution right within the limits of reimbursed amount, which the insured person claims to the person responsible for damages and paid by the insurer in the result of insurance payment enabling. Herewith – if proved that the insurance case was caused by bad road condition occurred due to unsatisfactory road and road infrastructure maintenance, then the insurer enabled the insurance payment is to be granted with the contribution right, which the transport vehicle owner has to person(s) admitted such road deterioration.

Article 33. Justifications for insurance payment exemption

1. Insurer is entitled to refuse enabling of insurance payment fully or partially, if the insurance case comes into effect due to:
 - 1) conscious actions of the beneficiary provoking insurance case enabling or forcing it, except the cases of self-protection or absolute necessity;
 - 2) actions of the beneficiary recognized as conscious criminal acts or administrative infringements were aimed at faking the insurance case and proved by legislative acts.
2. The following can serve as justifications for refusal of insurer to undertake insurance payment:
 - 1) compensation of damage impact done by the person caused the road accident in favour of the insured person;
 - 2) non-notification or delayed notification on loss occurrence, except for the cases envisaged by the present law;
 - 3) operation of the transport vehicle by the insured person for the purpose of participating in contests or while testing or training actions at the sites intended for such actions;
 - 4) damaging occurrence while transport vehicle loading or unloading;
 - 5) damaging of the injured person's property kind as money, securities, golden or silver goods, jewelry, works of art and other precious stuff;
 - 6) provisions breaching point 9, article 25 of the present law.
3. On availability of enough justifications for insurance payment refusal the insurer is within 7 days from the date of the whole document set receipt (envisaged by point 2, article 28 of the present law) to send to the applicant an appropriate written statement on full or partial refusal of the insurance payment attached with reasonable justifications for such refusal.
4. Delayed notification or non-notification the insurer on losses occurrence cannot serve as justification for insurance payment refusal, if such failure is supported by appropriate documents confirming the losses occurrence or life, health as well as property damage; and such damaged property is presented in the condition it turned up to right after the road accident.
5. Insurer is exempted from the insurance payment, if the losses occurrence happened due to:
 - 1) nuclear influence, radiation or radioactive infection;
 - 2) military operations;
 - 3) civil war, civil commotions, mass riots or strikes.
6. Insurance payment is not to be paid regarding a transport vehicle, which was not mentioned in the insurance police.
7. Insurer has no right to refuse insurance payment on the basis of any justification not envisaged by the present article.

Chapter 6. Insurers' Association

Article 34. Insurers' Association

1. Insurers aimed at efficient interaction enabling, expanding and strengthening their international cooperation, including contribution to the international insurance systems can establish associations in a form of unions.
2. Insurers' association is a non-commercial organisation established and is acting in accordance with the legislation on non-commercial organisations, taking into account specific status of the insurers' association set up in the present law.
3. Insurers' association is open for new members.

Constituent documents shall contain the statement on endorsement signed by association members in terms of their acceptance of new members (insurance organisations) meeting the requirements established for association members in addition to the constituent documents.

4. In purpose of their financial liabilities fulfillment towards the members of international insurance system, the insurers' association shall allocate current liabilities stock fund.

5. Insurers' association is to set up regulations mandatory for the association and its members, containing provisions that regulate activities of the association and its members, including those joined the international insurance systems regarding fee payment proceedings, current liabilities stock fund forming and operating, insurance tariff calculation and proceedings of tariff application for identification of insurance premium, establishing information resources of a limited access, as well as information resources protection and operational directives.

Article 35. Basic function of insurers' association

1. The insurers' association is to:

1) form and maintain data basis on mandatory MTPL-insurance agreement according to the order established by the present law;

2) provide necessary information to insurers on MTPL-insurance procedures for each case individually;

3) ensure membership of the republic in the international motor insurance system and fulfill commonly accepted liabilities to the authorised organisation of other member-states of the system;

4) cooperate with authorised organisations of other states in the field of civil liability insurance;

5) coordinate proceedings on mandatory civil liability insurance of owners/operators of transport vehicles-nonresidents in case of their entrance the republic and of owners/operators of transport vehicles-residents in the case of their exit outside of the republic;

6) act as a guarantor in terms of damage reimbursement occurred at the territory of any international motor insurance system member-state caused by owners and/or operators of the transport vehicles registered in the republic, provided that the involved owners and/or operators present the appropriate insurance certificate issued by insurers-members of insurer's association to foreign competent agencies;

7) maintaining List of insurers involved into insurance operations within the framework of international insurance systems in accordance with the order stipulated by the law;

8) ensure payments enabling on the basis of claims submitted by injured persons, including payments to be arranged from centralized guarantee funds as a life, health and/or property damage compensation to such injured persons when the mandatory insurance payment cannot be accomplished.

2. Insurers' association fulfills other functions envisaged by the constituent documents in accordance with its objectives and targets, which are to be in conformity with the current legislation.

Chapter 7. Final provisions

Article 36. Dispute settlement procedures

Any disputes arisen in the process of mandatory insurance procedures implementation are to be settled in accordance with the legislative order.

Article 37. Insurance ombudsman, his/her status and election proceedings

1. Regulation of the relation between insurers in the field of mandatory third-party liability insurance can be undertaken by an independent physical person – an Insurance ombudsman.

2. Ombudsman election is to be implemented by representatives' council.

The representatives' council is formed through delegating one representative from:

1) each insurer;

2) authorised body.

3. Authorised body shall recommend a candidate for the position of insurance ombudsman. Insurance ombudsman is elected through voting majority of representatives' council. Each member of the representatives' council obtains one vote. At equality of votes the decisive vote belongs to the authorised body representative.

4. Insurance ombudsman is elected for the period of two years.

Representatives' council is entitled to pre-terminate authorization of the insurance ombudsman.

Self-pre-termination of the insurance ombudsman's authorization is to be implemented on the basis of his/her written statement.

Authorizations of the insurance ombudsman are considered terminated from the moment of appropriate notification received by the representatives' council.

Article 38. Requirements to insurance ombudsman

1. A candidate for the position of insurance ombudsman cannot be recommended to proceed with the elections in following cases:

1) if the candidate does not have higher education degree;

2) if the candidate has experience of less than years in the field of insurance;

3) if the candidate has on-going or uncanceled convictions;

4) if before the candidate was a managing agent of an insurance company or any other juridical person within the period of not more than one year till the moment of interference of the authorised body aimed at the insurance company's temporary closing-down or at forced abolishment of the insurance company (or any other related juridical person), or announcing the company a bankrupt in accordance with the order stipulated by the current law.

2. Insurance ombudsman is not permitted to take up any positions in insurance companies and/or be affiliated person in insurance companies.

3. Representatives' council is entitled to re-elect the insurance ombudsman in the case of his/her unconformities to the requirements adjusted by the present article and identified in the activities of the insurance ombudsman.

Article 39. Insurance ombudsman decision making procedures

1. Decisions of the insurance ombudsman are to taken personally, which in a written form are to be brought to attention of the insurer who is a member of her/his representatives' council.

The decision making process is based on the legislation of the republic.

2. Decisions of insurance ombudsman are subject to fulfillment by the insurer.

3. In case of failure the follow up procedures aimed at implementing the decision of the ombudsman within the established period of time, the ombudsman instantly, but not later than within 3 working days is to inform the authorised body on the incident, attaching all documents that certify such breaching and envisaged by this law and regulative legal acts established by the authorised body.

4. In case of disagreement with the decision made by the ombudsman, the insurer is entitled to appeal the decision in the court.

Article 40. Insurance ombudsman activities

1. Insurance ombudsman activities are to be implemented on the basis of internal regulations coordinated with the authorised body and approved by the representatives' council.

2. In order of ensuring proper fulfillment of the functions empowered onto the insurance ombudsman he/she is entitled to establish a supportive structure with its own staff (office of insurance ombudsman).

Article 41. Responsibilities for motor third party liability insurance legislation

Persons caused motor third party liability insurance legislation breaching are to bear relevant responsibilities stipulated by the legislation.

Article 42. Model law application scope

The provisions of the present law are to serve a basis for elaboration and adoption of legislative and other normative acts that are to regulate issues on transport vehicle owners' liability insurance.



DEVELOPMENT OF THE COORDINATED NATIONAL TRANSPORT POLICIES

**REPUBLIC OF KAZAKHSTAN, THE KYRGYZ REPUBLIC,
REPUBLIC OF TAJIKISTAN, REPUBLIC OF TURKMENISTAN,
REPUBLIC OF UZBEKISTAN**

**Standard draft charter for professional insurers'
associations**



REFERENCE: EUROPEAID/122076/C/SER/MULTI

Expert Working Group 1 on Freight Transport and Road Markets

SAMPLE

Approved:
at the General Meeting
of the Association founding members
dated " __ " _____ 200_

CHARTER OF INSURERS' ASSOCIATION

1. GENERAL PROVISIONS

- 1.1. Insurers' Association hereinafter referred to as "Association" is non-commercial organization founded and operated in accordance with the Constitution, Civil Code and other related regulative documents and the present Charter
- 1.2. Association is a voluntary membership of juridical persons founded according to the order stipulated by the current Legislation
- 1.3. Activities of the Association are not limited in time.

2. NAME AND ADDRESS OF THE ASSOCIATION

- 2.1. Full and abbreviated name of the Association:
 - in native language: _____
 - in official language: _____
 - in English: _____
- 2.2. Address of the Association: _____.

3. OBJECTIVES AND TARGET SCOPE OF THE ASSOCIATION ACTIVITIES

- 3.1. The Association undertakes its activities in accordance with commonly accepted principles of self-regulation set in the field of insurance through implementation of professional, socially-oriented and training objectives, as well as protection of rights and concerns of the Association members, and other related targets which do not contradict existing Legislation and provisions of the present Charter.
- 3.2. The core objective of the Association is aimed at protecting its members' concerns, developing and enhancing of national insurance business environment.

Provided that the Association meets its objectives, it can follow the forth set activities:

- proposals and action plans drafting aimed at current insurance legislation improving; designing and elaboration of legal and regulative documents on the basis of relevant expertise background, including governmental and regional programmes of development and other documents existing in the sphere of insurance;
- assistance to the establishment of the insurance market infrastructure;
- preparation of the proposals help optimum environment establishing to protect valuable interests of the population, business units, as well as upgrade insurance entrepreneurship capacities;
- acting on behalf of the Association members to protect their interests at state agencies, local authorities, courts, arbitration courts, including international ones;

- attracting financial funds aimed at awareness promoting on insurance matters among the population;
- common recommendations formulated to develop national insurance business enabling;
- information and expertise support to be rendered to the Association members on activities undertaken at the insurance markets and its specific functions;
- promotion to the educational system and capacities building under the scope of insurance, contribution to the elaboration and implementation of such field programmes;
- hosting of various conferences, workshops and other appropriate events of scientific and researching nature in the field of insurance;
- cooperation to develop theoretical and practical approaches assigned for insurance activities improvement;
- establishment of the associated structures (unions, committees, working groups) meeting basic directive concerns of the Association for analysis and implementation mechanisms elaboration;
- publishing activities within the framework of the Association;
- establishment of target funds and stocks upon decisions of the Association supervisory bodies;
- criteria identification and supervision aimed at observing professional ethics requirements by insurance members-companies of the Association and other insurers;
- insurance-promoting events, as one of the necessary complex measures in socially-oriented protection of civil interests, as well as concerns of various organisations and the government;
- extensive cooperation networking with international and foreign insurance organizations, followed by organization of relevant sharing events;
- establishment of regional and field-related affiliations, representation offices (focal points), institutions in order to fulfill objectives and targets of the given Charter, including participation in establishment of juridical entities;
- resuming on activity goals of the involved insurers upon their actual achievement based on the submitted data in order to produce methodological guidelines and other related materials;
- attainment of other functions resulting from the conclusions of the supervisory bodies of the Association within their competence.

3.3. In order to achieve the predetermined targets and objectives the Association shall:

- establish necessary coordination with state authorities, international organizations, non-commercial and commercial companies, centers, associations, juridical and physical persons in the field of insurance;
- organise and host, as well as participate at the seminars, “round tables”, conferences and other related events held in the sphere of insurance;
- coordinate efforts taken by the Association members in the process of introduction and implementation of new ways and methods entered in the field of insurance;
- cooperate with domestic and foreign non-commercial and commercial organisations aiming at adjusting direct contacts and attracting additional financial funds or/and grant-based support focused on promoting of insurance activities;
- examine any statements, appeals and complaints received from physical and juridical persons addressed due to breaching of laws on insurance, as well as regulative norms and self-regulative provisions, rules and codes of professional activities set in the field of insurance and adopted by the Association;
- conduct independent expertise of legislative drafts referred to insurance in terms of their conformity to the existing norms of the current Legislation;
- elaborate provisions and approaches to support fair competition, cultural, ethics-and-moral norms set in the insurance activities scope;
- fulfill functions imposed by the legislation in relation to professional Association activities undertaken within the framework of international insurance systems;
- pay compensations in accordance with the provisions of the Legislation;

- accumulate and operate information resources on insurance, including data on mandatory insurance agreements and insurance cases, personal data on insurers and claims, provided that all necessary requirements on information -of limited-access protection are observed.

- set the rules which are mandatory for the professional association and its members, containing the requirements set for the scope of activities of the Association and its members, and those enabling proceedings within the framework of international insurance systems in accordance with their requirements.

It shall also include elaboration of fee payment procedures, establishment and operation of the current liabilities stock, procedures on insurance tariffs estimation and the order in cases of insurance premium calculation;

- undertake any other activities which are in compliance with the current Legislation and with the implementation objectives and targets of the Association.

4. LEGAL STATUS OF THE ASSOCIATION

4.1. The Association obtains juridical entity status as soon as its state registration is completed. The Association shall be empowered to establish its basic and floating assets, individual accounting balance and any bank accounts.

The Association is eligible to own segregated property recorded onto the accounting balance, including monetary funds accumulated through payments for entrance and membership fees, as well as through donor and grant-based assistance.

The Association on its behalf is eligible to purchase property ownership rights and related individual non-property rights, bears responsibilities stipulated by the appropriate Legislation, acts as a plaintiff and a defendant in courts.

4.2. The Association has its round stamp with its full name on it written in the national and official languages. The Association has the right to have stamps and templates containing its name and any other symbols of the Association which are not in contradiction with the current laws.

4.4. The Association has the right to enter international, public, non-commercial and commercial organisations, to maintain direct international affairs and conclude any relevant agreements.

4.5. The Association does not bear any responsibilities on liabilities to the Government, and the Government does not bear any responsibilities on the Association's liabilities. Intervention of state authorities or civil servants to the activity of the Association or vice versa is not admitted, apart of the cases envisaged by the Law.

4.6. The Association bears responsibilities on liabilities in the form of its monetary funds and properties. The Association does not bear any responsibility of its members' liabilities.

5. PROPERTY AND ASSETS OF THE ASSOCIATION

5.1. The Association has the right to own, operate and utilize its property and assets in accordance with its target activities and the current legislation.

5.2. Property and assets forming sources are:

- regular and target payments transferred by the members in the form of mandatory fees;
- voluntary monetary assets in national and/or foreign currency, donor funds (grants), subsidies and other financial funds transferred by physical, juridical persons and foreign states;
- property and ownership revenues of the Association;
- incomes form industrial, economic, expertise-and-consulting or any other similar activities of the Association;
- any other eligible payments.

5.3. All abovementioned payments and fees are to be transferred to the current and foreign accounts of the Association in its operational banks.

5.4. Property and assets of the Association shall be operated in accordance to the annual cost and income estimations related to:

- fulfillment of the charter objectives and targets of the Association;
- salary payments to the personnel of the Association;
- purchase of properties, offices, equipment and other tools required for the activities of the Association;
- charitable contributions and any other payments which are not in conflict to the current Legislation and the present Charter.

5.5. Property of the Association may include land plots, buildings, constructions, trade marks, licenses, transport vehicles, equipment, inventory, communication means, copy printers, and any other equipment and property required to ensure due running of the Association activities.

6. ASSOCIATION MEMBERS, THEIR RIGHT AND LIABILITIES

6.1. Any juridical entity independently from its property status and involved in insurance and re-insurance business being a “professional player of the insurance market” can be a member of the association having paid its membership entrance fee.

6.2. The members of the Association are entitled to:

1. contribute to the supervision and steering activities of the Association, including voting and decision-making procedures to be attained within the frameworks of general members meetings on a basis of a single vote right;
2. elect or be elected to the supervision bodies of the Association;
3. participate in the framework and related events of the Association;
4. operate service, capacity, support and assistance assets possessed in the Association;
5. get information and data on the Association activities, including accountancy and any other documents;
6. claim for calling extraordinary meetings of the Association members in the order and according to the conditions stipulated by the Legislation and the present Charter;
7. make proposals to the steering body of the Association, participate in the discussions related to the operational matters of the Association;
8. membership withdraw in accordance with the order and conditions envisaged by the legislation and the present charter.

6.3. Association members are liable to:

- observe the provisions of the present charter;
- fulfill the conclusions presented by the supervision and steering bodies of the Association;
- submit data necessary for decision-making proceedings and related to the activities undertaken in the Association;
- timely contribute the membership fees;
- not to undertake actions (or admit negligence) resulting in the legislation breaching.

6.4. The membership status is to be granted on the basis of official and written statement sent in the name of the Association Steering and Supervisory Body Chairman.

Written statement of a candidate to the Association membership will be examined by the Steering and Supervision Body within one month. Cases of rejection should be followed by the explanatory conclusion with indication of the reason of such refusal.

Insuring companies which still do not have the license to undertake insurance operations by the moment of the statement submitting are permitted to enter the Association without the vote right (until the license is obtained).

6.5. Decision on the membership status granting is to be taken at the General Association Members Meeting through voting majority of the present members of the Association, results of which are to be recorded accordingly in the Minutes of Proceeding.

6.6. A membership candidate is considered the Association full-pledged member upon making all required membership payments and fees.

6.7. The membership status granted is to be recorded in the Members' registration book by the Secretary of the General Association Members Meeting.

6.8. The order of entrance and membership fees proceedings, as well as their rates and periodicity are to be adjusted by the Association Steering and Supervisory Council Chairman and confirmed at the General Association Members Meeting.

Otherwise can be adjusted under international insurance system provisions in terms of fee rates and mandatory payments aimed of enabling insurance operations.

6.9. The founders of the Association are granted with the membership authorisation upon the completion of the state registration of the Association.

6.10. Any member of the Association can be expelled from the Association if caused the following violations:

- Charter provisions breaching;
- failure of fee payments in due time;
- failure of Association Steering Body assignments;
- due to action or negligence resulting in financial or non-financial losses to the Association;
- Legislation breaching .

6.11. Decision on Association membership expelling is to be taken at the General Association Members Meeting through voting majority of the present members of the Association, results of which are to be recorded accordingly in the Minutes of Proceeding of the meeting. In conformity with the current Legislation liabilities and property fees of the excluded members elaborated for the membership withdrawal proceedings shall be applied.

6.12. Each Association member has the right for free membership withdrawal from the Association upon prior notification sent to the Supervisory and Steering Committee 15 days before the planned membership withdrawal. It shall be done on the basis of the written statement sent in the name of the membership withdrawal Chairman.

The actual annulment of the Association membership status is completed if the written statement on membership withdrawal is received by the Chairman.

7. ASSOCIATION SUPERVISION AND STEERING BODIES

7.1. Supervision and Steering Bodies of the Association are as follows: the General Association Members Meeting, Supervisory Council, Association Expert Body.

7.2. The Association can introduce other internal structure bodies. Decision on the establishment of such bodies is to be taken at the General Association Members Meeting through the voting majority of the presented members.

8. GENERAL ASSOCIATION MEMBERS MEETING

8.1. The Supreme Supervisory Council eligible to take final decisions on any matters related to the Association activities is the General Association Members Meeting hereinafter referred to as "General Meeting".

8.2. The General Meeting is to be held in accordance with the order stipulated by the Legislation, the given Charter and other internal regulative acts of the Association.

8.3. The General Meeting shall be presented by all members of the Association, convened as it may require, but not less than once a year.

The General Meeting has a quorum and is considered authorized, provided that at the General meeting a half of its members out of the total quantity has registered.

8.4. An Association member based on the written authorization has the right to delegate his/her representative to participate in the General Meeting. Such representative has equal rights with the regular Association members in terms of discussion and decision-making during the sessions of the General Meeting.

8.5. The Association Chairman is presiding at the General Meeting, at his absence he/she shall be replaced by the Chairman Deputy (subject to be nominated by the Chairman).

8.6. The organizational issues related to the convening and holding the General Meeting shall be maintained by the Secretary of the Meeting, nominated from the members of the Association through the voting majority of the presented members for the period of one year.

8.7. The General Meeting Secretary is to fulfill the following functions:

- ensures organizational support to the General Meeting;
- disseminates to all the Association members Provisional agenda, Working programmes, and any other related documents necessary for conducting the General Meeting;
- makes registration of the Association members and their representatives for participation at the General Meeting;
- identifies quorum of the General Meeting;
- drafts the speakers list and working scenarios of the General Meeting;
- prepares Minutes of proceeding (protocols) of the General Meeting;
- compiles the protocols of the General Meeting into one volume.

8.8. The General Meeting members are to be notified on the convening of the General Meeting in a written form attached with the Agenda, as well as information on time and venue of the General meeting not later than 30 days before the adjusted date.

8.9. Each member of the Association has the right to address and discuss any issue during the General Meeting provided that it was raised not later than 20 days before the scheduled date.

In the case of Agenda amendment due to arrived proposals, the scheduled date of the General Meeting shall be postponed to observe the period of time fixed at point 7.8. of the present charter, and the new date therefore shall be announced additionally.

Any other amendments to the re-considered Agenda are not allowed.

8.10. The General Meeting of the Association is to be conducted for the purpose of respectful activity trends outlining, concluding on the previous activities and discussion of other matters to be included to the activities scope of the Association.

8.11. Exclusive competence of the General Meeting is referred to the following:

- amendments and additions to the Association Charter;
- confirmation of the basic trends of the Association activities scope, its principles, and establishment order, as well as procedures on its property and financial assets operations;
- nomination of the General Meeting Secretary and his/her pre-term authorization withdrawal;
- nomination of the Supervisory Council, its Chairman and Expert team of the Council;
- approval of the proceedings, procedures and other normative and regulative documents of the Association, as well as its structure and organigram, salary rates of the Association personnel (upon the proposal of the Association Chairman);

- awarding and withdrawal the Association membership status;
- confirmation of the rate, order and dates for the entrance and membership fees payments;
- confirmation of the Association income distribution and costs reimbursement;
- confirmation of the contracting amounts exceeding 20% of the Association charter capital;
- hearing and endorsement of the accounting reports and balance, financial plans and cost estimations, as well as the Annual reports on the Association states of affair;
- hearing and confirmation of the Association supervision and steering bodies reporting;
- structuring and confirmation of the external auditing procedures to be attained at the Association, as well as establishment of the conditions for engagement of external auditors;
- endorsement and approval upon the cooperation agreements, including participation of the Association in the activities framework of other organisations; identification of such cooperation forms and shares;
- decision-making on re-organisation and abolishment of the Association, setting up the Abolishment commission and endorsement of the intermediate and final abolishment balances, including decision on other issues related to the Association activities.

8.12. Any issues addressed at the General Meeting are to be solved through the voting mechanism as follows: each Association member obtains one vote. Final decision of the General Meeting is accepted under the condition of endorsement by the presented majority. If the pro and cons votes are equal, the decisive vote shall be announced by the Chairman of the General Meeting.

8.13. Pre-term General Meeting can be called upon the requirement of the Association members, consisting of 1/3 of the total quantity of the members and supervision bodies.

8.14. The General Meeting has no rights to make decisions upon the issues, which have not been included to the Agenda of the meeting. The Agenda shall be distributed not later than 20 days before the scheduled date of the General Meeting.

8.15. The General Meeting decisions are to be recorded in the relevant Protocols and confirmed with signatures of the Chairman and Secretary of the General Meeting as well by all the Association members.

8.16. The Protocol of the General Meeting shall be developed not later than 10 days after the conduction of the General Meeting. The Protocol Register Book shall be available in any time upon the requests of the Association members. Also upon the requests of the Association members any officially extracts of the Protocols shall be given to the requester.

8.17. The General Meeting Protocols shall specify the following:

- venue and date of the General Meeting;
- the name of the Chairman and the Secretary of the General Meeting;
- the General Meeting Agenda;
- quorum availability for the General Meeting.

The General Meeting protocols shall contain the basic outlines of the speeches delivered, issues addressed on voting, conclusions and decisions aimed at final sorting out of the Agenda matters.

9. SUPERVISORY COUNCIL OF THE ASSOCIATION

9.1. The Supervisory Council of the Association (hereinafter referred to as “Supervisory Council”) undertakes general supervision of the Association activities maintained within the period between the General Meetings of the Association.

9.2. The Supervisory Council of the Association consists of _____ persons, one of which is the Chairman of the Council (hereinafter – “The Association Chairman”).

9.3. The members of the Supervisory Council shall be elected for the period of 1 year through the member vote majority presented at the General Meeting of the Association.

9.4. The Association Chairman shall be elected by the Supervisory Council members by their voting majority for the period of one year.

9.5. The Supervisory Council shall be convened by the Association Chairman and - at his/her absence the Chairman Deputy - not less than once a quarter.

Whenever necessary, the Supervisory Council has the right to be held upon the appropriate decision announced by the members of the Supervisory Council in relation to any issue within the framework of the Association referred to the competence of the Supervisory Council members.

9.6. The Supervisory Council is eligible to consider the addressed issues independently, if the Meeting is attended by less than 5 members. The conclusions of the Supervisory Council shall be confirmed through the voting majority of the presented members. In case of votes' equality, the decisive vote pertains to the Chairman of the Supervisory Council.

9.7. The competence scope of the Supervisory Council includes:

- control under the implementation of objectives and targets, stipulated by the present Charter, as well as the decisions delivered at the General Meeting;
- appointment and re-election of the Supervisory Council Chairman;
- study of prospective and actual issues related to the Association activities;
- design and submission of the Rules, Procedures and other related Regulative documents of the Association, including its organigram, personnel and rates for endorsement of the General Meeting;
- estimation of the rate, proceedings and dates for the entrance and membership fees payments, submitting of the rates estimated to be approved at the General Meeting of the Association;
- establishment of the basic trends of the Association activities, its principles and property and financial assets operation order;
- approval of the contracting amounts exceeding 20% of the Association charter capital;
- preliminary endorsement of the accounting reports and administrative-running costs followed by further assessment and confirmation within the General Meeting framework ;
- studying and preliminary confirmation of the Annual Report and Financial balance of the Association in the course of the General Meeting;
- confirmation of the Association regulations;
- addressing any other issues brought to the discussions under the initiative of the Supervisory Council Chairman or individual members of the Association;

The Supervisory Council has the right to make decisions referred to any other issues on organization and activities of the Association, except those mentioned as related to exclusive competence of the General Meeting of the Association.

9.8. Every meeting of the Supervisory Council is to be followed by appropriately presented protocol.

9.9. The Supervisory Council is to present mandatory reports to the General Member Meeting of the Association.

9.10. In pursuance of the General Meeting decision the members of the Supervisory Council can be expelled or their authorization can be pre-terminated.

9.11. The decision on member expelling from the General Meeting or pre-termination of the authorizations empowered by the Supervisory Council shall be made in the course of the General Meeting through the voting majority of the presented members, which is to be stated appropriately in the Protocol of the General Member Meeting of the Association.

9.12. In case if the General Meeting expels or pre-terminates the authorizations of its member appointed the Chairman of the Association, then the Supervisory members are to elect a new Chairman within the period of one day after the General Meeting where such decision was made.

9.13. The Supervisory Council members have the right at any time to re-elect its Chairman through voting majority of the total quantity of its members.

9.14. The member of the Supervisory Council has the right to withdraw his/her authorizations before the fixed terms through a relevant statement submitted in the name of the Association Chairman.

In such case the Association Chairman is to notify the Association members in a written form on extraordinary General Meeting dedicated to the issue on new members to the Supervisory Council to be elected.

Official opening of the event will serve as recognition of the Association Chairman authorization withdrawal.

10. ASSOCIATION CHAIRMAN

10.1 The Chairman is to be appointed for general supervision of the Association activities.

The competence of the Association Chairman includes the following functions:

- convening, organization of the Supervisory Council and producing relevant Protocols,
- maintaining of the running activities aimed at the Association charter objectives achieving;
- representation of the Association concerns without any additional authorizations;
- the Association property and financial assets operation, as well as contractual activities undertaking within the limits endorsed to him/her by the charter provisions with the right of first signature in the financial documents of the Association;
- issuing the orders, instructions and directives, as well as other acts regulating labor activities of the Association personnel;
- developing of recruitment procedures and remuneration rates to be used in cooperation agreements;
- issuing relevant authorizations to the personnel of the Association;
- personnel recruiting and dismissal;
- establishing of current bank and any other types of bank accounts;
- execution of the decisions and instructions of the General Member Meeting of the Association and the Supervisory Council of the Association;
- solution of the matters aimed at the Association members activity enhancement, as well as their financial and technical support;
- maintaining of the accountancy of the Association activities for its further submission to the appropriate accountancy and other relevant reporting to the State Statistics Bodies;
- provision of the administrative-and-running cost estimations to be approved by the Supervisory Council of the Association;
- Provision of the Annual reporting and accounting balance sheets to be approved by the General Meeting of the Association;
- Preparation of the issues to be addressed to the General Meeting and Supervisory Council for further consideration;

11. EXPERT TEAM OF THE ASSOCIATION

11.1. Expert team of the Association (hereinafter referred to as "Expert team") is the Association's steering body responsible for elaboration and operation of self-regulation standards existing in the field of insurance, including professional ethics standards, rules and codes on professional activities to be adopted by the Association on the basis of international and domestic regulative standards in the insurance activities.

11.2. Expert team consisting of ____ persons is to be elected by the Association General Meeting through the voting majority of the presented members for the period of one year.

11.3. The Expert team Leader (Chairman) is to be elected by the members of the Expert team through voting majority of the presented members for the period of 6 months.

11.4. The Expert team is to convene upon the requirement of the Expert team leader or his/her deputy (elected for the cases of the leader absence among the members of the expert team) not less than once a month. Whenever necessary, the Expert team entitles to hold extra meetings upon requirements of its members.

11.5. The Expert team has its quorum, eligible to address the issues to be included to the agenda and make decisions at the presence of not less than three persons of the Expert team.

Decisions of the Expert team are considered adopted, if the majority of the Expert team members presented has approved them. At the equality of pros and cons the Chairman of the Expert team has the decisive vote.

11.6. The order, organizational support and scenarios of the Expert team meetings are to be elaborated and subject to approval of the Expert team members at the inception meeting of the team.

11.7. The exclusive competence of the Expert team includes the following:

- conduction of the insurance expertise in terms of its conformity to the legislative requirements stipulated in the sphere of insurance, as well as to the self-regulative standards, rules and codes of professional activities set in the field of insurance activities and adopted by the Association;

- consideration of applications and appeals of the physical and juridical persons announcing on violations of the insurance legislation, self-regulation standards, rules and codes on professional activities established in the field of insurance and adopted by the Association;

- elaboration of the recommendations and decision making on concrete cases, applications and appeals to be forwarded to the involved parties;

- upon the initiative of the team, identification of the legislation on advertisement failure cases, as well as violations of self-regulative standards, rules and codes on professional activities established in the field of insurance and adopted by the Association. Whenever is required, the team is to send appropriate recommendations to the organizations committed such violations;

- elaboration of the proposals on establishment of ethics standards and other standards in the field of insurance activities on the basis of cases considered.

11.8. The expert team is to submit appropriate reports to the General Meeting of the Association.

11.9. In accordance to the General Meeting decision the members of the expert team or its Chairman can be expelled or their authorizations can be pre-terminated.

11.10. Decision on expelling or pre-termination of the authorizations of the Expert team members is to be made in the framework of the General Meeting through voting majority of the presented members; the relevant records thereof are to be registered in the Protocol of the General Meeting of the Association.

11.11. In case if an Expert team member is expelled or his/her authorization is pre-terminated, the General Meeting can elect a new member to the team for the remaining authorized period of the current Expert Council.

11.12. The Expert team members have the right at any time to re-select their Chairman through voting majority.

Each Expert team member has the right for free membership withdrawal from the Association upon a prior written notification sent to the Expert team Chairman. Official recognition of the authorization withdrawal starts from the moment of the appropriate written statement receipt by the Chairman of the Expert team.

In such case the Chairman of the Expert team is to announce the Association members in a written form on the authorization withdrawal issue and call on convening an extra General Meeting.

11.13. The Expert team Chairman has the right for free membership withdrawal upon a prior written notification sent to the Supervisory Council Chairman. Official recognition of the authorization withdrawal starts from the moment of the appropriate written statement received by the Chairman of the Supervisory Council.

12. ASSOCIATION'S AUDITING COMMISSION

12.1. The Association auditing commission (hereinafter referred to as "Auditing commission") is a monitoring body of the Association undertaking financial and company-running exercises, as well as budget regulations and expenditures control (internal auditing) of the Association.

12.2. The Auditing commission consists of _____ members (including the Auditing commission Chairman), is elected for the period of 1 year out of the Association members through the voting majority of the presented members at the General Meeting.

12.3. The order, organizational support and the Auditing commission meeting procedures are to be elaborated and approved by the Auditing commission members at its inception meeting.

12.4. The members of the Association Supervisory Bodies cannot be elected to the Auditing Commission.

12.5. The members of the Auditing Commission have the right to address personnel of the Association for any information necessary to fulfill their obligations, whereas the Association personnel shall provide such information inquired.

12.6. The Auditing Commission undertakes its scheduled auditing of financial and company-running activities of the Association not less than 4 times a year. Off-scheduled auditing is possible only in the following cases:

- upon the initiative of the Association Auditing Commission;
- upon the appealing of the Association Supervisory Council Chairman;
- upon the request of not less than 1/3 of the Association members.

12.7. The Auditing Commission is accountable to the General Meeting of the Association members.

12.8. In accordance to the General Meeting decision the Auditing Commission members or its Chairman can be expelled from the commission or their authorization can be pre-terminated.

12.9. The decision on expelling or pre-terminated authorization of the Auditing Commission is to be made at the General Meeting through the majority of the presented members, relevant records thereof shall be registered in the Protocol of the Association General Member Meeting.

12.10. In case if the Auditing Commission member is expelled or his/her authorization is pre-terminated, the General Meeting can elect a new member for the remaining authorized period of the current Auditing Commission.

12.11. The Auditing Commission members have the right for free authorization withdrawal upon a prior written statement sent in the name of the Auditing Commission Chairman. Official recognition of the authorization withdrawal starts from the moment of the appropriate written statement receipt by the Chairman of the Auditing Commission.

In such case the Chairman of the Auditing Commission is to announce the Association members in a written form on the authorization withdrawal issue and call on convening an extra General Meeting to elect new members to the Auditing Commission.

12.12. The Auditing Commission members have no rights for independent re-selection of the Auditing Commission Chairman, but do have the right of calling on an extra General Meeting upon prior relevant proposal submission.

12.13. The Auditing Commission Chairman has the right of free authorization withdrawal at any time upon a prior written statement sent in name of the Supervisory Council Chairman. Official recognition of the Chairman of the Auditing Commission authorization withdrawal starts from the moment of the appropriate written statement receipt by the Supervisory Council Chairman.

13. EXTERNAL AUDITING

13.1. The Association has the right at its own account to arrange a specialized auditing aimed at revising and approval of the annual reporting of the Association submitted (external auditing).

14. THE ASSOCIATION REORGANIZATION AND ABOLISHMENT

14.1. Reorganization (merging, joining, division, reforming) of the Association is to be undertaken upon the Association General Member Meeting decision in conformity with the Legislation.

14.2. The Association abolishment is to be undertaken in accordance with the General Meeting decision, as well as the Court Decision.

14.3. If the Association abolishment occurs (except when the abolishment caused through the Court decision), then the Association is to appoint an Abolishment Commission, to specify its proceedings and abolishment procedures deadlines.

From the moment of the Abolishment Commission appointment all authorization rights on the Association monitoring are to be transferred to it. The Association Abolishment Commission is to represent the Association in third parties affairs.

The Abolishment Commission is responsible for damages and losses caused to the Association members and its third parties.

14.4. The reorganization of the Association enables transferring of the rights and liabilities of the Association to its assignee(s) in accordance with the order stipulated by the Legislation.

14.5. The abolishment of the Association entails to splitting up of property remained after reimbursement to creditors equally among the acting members of the Association.

14.6. The Association abolishment procedure is considered completed and the Association is abolished upon the actual registration by the authorized State Body in the State Juridical Persons Register.

14.7. Proceedings of the re-organization and abolishment which were not envisaged in the given Charter are to be regulated by appropriate Legislation.

15. ACCOUNTANCY AND REPORTING OF THE ASSOCIATION

15.1. The Association undertakes its accountancy exercises and financial reporting in accordance with the current relevant Legislation.

15.2. The Chairman of the Supervisory Council bears responsibility for proper accountancy and financial reports, including any other required reporting to be submitted to the appropriate State authorities.

16. FINAL PROVISIONS

16.1. The present Charter enters into force from the moment of its registration in the relevant State authorities.

16.2. Any changes and amendments to the Association Charter enter into force from the moment of their registration.

16.3. Issues which are not regulated by the given Charter can be sorted out at the Association General Member Meeting in accordance with the Legislation.

Membership

Any Insurer and the related insurers' association acknowledging the provisions of the given Charter and acting in accordance with the Legislation can join the Association.

Insurance broker, mutual insurance societies and other organisations acting at the insurance market, including foreign insurance and re-insurance companies can be associated members of the Association.

Organisations willing to enter the Association should, first of all, examine this Charter.

In case when an organization is an insurance broker, mutual insurance society, foreign insurance company representation, it should examine the Provisions on associated members.

Document packages to be submitted while claiming for direct or associated membership depend on institutional structure of the organization.

List of documents for joining

The Association membership proceedings, as well as the decision making on acceptance and expelling from the membership are to be identified by the Charter.

Organisations willing to obtain the Association membership status are to submit the following documents:

1. Statement on joining in accordance with the stipulated template;
2. Copy of Charter, Memorandum of Association and Registration certificate;
3. Licenses copy;
4. Accountancy balance sheets, reports on income and losses for the last reporting period.

On the basis of the submitted documents mentioned above the issue on acceptance to the Association membership is to be examined, taking into account their conformity to the Charter provisions and the ethics norms set for the members.

PROVISIONS ON ASSOCIATED MEMBERS OF THE ASSOCIATION

1. General Principles

1.1. The given provisions are elaborated in accordance with the Association Charter (hereinafter referred as to "Association"); and define conditions and proceedings of membership status awarding, as well as member's rights and liabilities and the order of Association membership status withdrawal.

1.2. Associated members can be representations of foreign insurance and re-insurance companies, insurance brokers, mutual insurance and other organisations undertaking insurance activities in the field market and acknowledging and fulfilling the given Charter and the Provisions requirements, acting in accordance with the Legislation.

2. Association Membership Awarding Proceedings

2.1. Decision on associated membership awarding is to be taken by the Supervisory Council.

2.2. Organization that willing to be granted with the Associated membership status is to submit the documents as follows:

- a) Statement on joining in accordance with the stipulated template;
- b) Memorandum of Association copy;
- c) Copy of Charter;
- d) Registration certificate copy;
- f) Licenses copy;
- g) Payment orders copy declaring actual entrance and membership fee payment done.

2.3. On the basis of the submitted documents mentioned above the Association Chairman during the Supervisory Council meeting is to propose on awarding the applied organization with the status of associated member.

2.4. The decision on associated membership awarding is to be recorded in the Protocol of the Supervisory Council meeting.

3. Rights and Liabilities of the Associated Members

3.1. Rights and liabilities of associated members towards the Association are identical.

3.2. Associated members have the right to enter any other associations.

3.3. Associated members remain sovereign and keep the status of a juridical person.

3.4. Association is not liable to its members' commitments.

3.5. Associated members bear secondary liability to commitment of the Association on terms and conditions to be adjusted in accordance with the Association Charter.

3.6. Associated members have no voting rights at the Supervisory and Steering Bodies of the Association.

3.7. Associated members cannot elect or be elected to the Supervisory and Steering Bodies of the Association.

3.8. Associated members represented by authorized persons have the right:

- a) to contribute to the activity of the supervision bodies of the Association on the basis of deliberative vote intervention;
- b) to contribute to the Association committees, councils and other permanent bodies activities on the basis of deliberative vote intervention;

- c) to propose on related activities issues for further consideration of supervision and steering bodies of the Association;
- d) to appeal for assistance aimed at protecting their professional rights and legal concerns;
- e) to leave the membership at its discretion in the end of a fiscal year.

3.9. Associated members are liable:

- a) to conform to the Charter and the given provisions;
- b) to fulfill assignment of the Association supervisory and steering bodies adopted in accordance to their competence;
- c) within the competence scope to assist at the Association's objectives and targets implementation;
- d) timely and fully contribute the membership fees;
- e) to act based on principles of mutual respect to partners, decency, do not allow unfair competition in accordance with the set criteria standards of professional ethics.

4. Membership Fees

4.1. Structure and the rate of the membership fees for the associated members as well as the periodicity of the payments are to be defined in accordance with the provisions of the Charter.

4.2. Membership and entrance fees paid are not subject to reimbursement.

5. Association Membership Withdrawal Order

5.1. Associated member can withdraw from the Association upon a written statement.

5.2. Associated member who does not fulfill his/her liabilities to the Association, breaks the Charter and the given Provisions, as well as ethics norms stipulated for the Association's members, fails regular payment of membership fees or pays them on non-regular basis can be expelled from the Association.

5.3. Decision on associated member status withdrawal or cancellation is to be taken in accordance with the Association Charter.

5.4. Decision on associated member status withdrawal or cancellation is to be recorded in the Protocol of the Meeting.

6. Final provisions

6.1. The given provisions are to be approved in the General Meeting of the Association.

6.2. Any changes and amendments are to be introduced on the basis of the decision made in the General Members Meeting of the Association.

6.3. Associated members are to be informed on any occurred changes or amendments introduced to the given provisions. .

6.4. Any issues which were not envisaged in the present provisions are to be regulated in accordance with the Charter and the Legislation.



DEVELOPMENT OF THE COORDINATED NATIONAL TRANSPORT POLICIES

**REPUBLIC OF KAZAKHSTAN, THE KYRGYZ REPUBLIC,
REPUBLIC OF TAJIKISTAN, REPUBLIC OF TURKMENISTAN,
REPUBLIC OF UZBEKISTAN**

**Recommended terminologies
and concepts glossary**



REFERENCE: EUROPEAID/122076/C/SER/MULTI

Expert Working Group 1 on Freight Transport and Road Markets

Introduction

Within the framework of the previous working group-1 meetings it was recommended each CA state to develop and upgrade its national legislation on mandatory insurance of transport vehicles' owners civil liabilities (*motor third-party liability insurance* or *MTPL-insurance*) in order to help smooth integration to the international insurance systems as "Green/White Card".

While designing the norms and principles of transport vehicles' owners civil liabilities applied in international practices the following terminologies and definitions may be of use.

Recommended terminologies glossary

Automobile road – set of complex engineering structures developed for enabling transport vehicles and pedestrians movements.

Agent - juridical person, registered as an insurer or insurance broker appointed by a foreign insurer upon permission of the National Civil Liability Insurance Bureau in the registration state. Its activities are aimed at examination and regulation of any claims (losses) occurred in this state in the result of road accident, where foreign transport vehicles are involved in, the owners of which have the Road insurance card issued by the mentioned insurer.

Actuary – physical person possessing the License given by authorized agencies, and dealing with the financial impact of risk and uncertainty. Actuaries have a deep understanding of financial security systems, their reasons for being, their complexity, their mathematics, and the way they work. Actuaries evaluate the likelihood of events and quantify the contingent outcomes in order to minimize losses, emotional and financial, associated with uncertain undesirable events. Since many events, such as death, cannot be totally avoided, it is helpful to take measures to minimize their financial impact when they occur. These risks can affect both sides of the balance sheet, and require asset management, liability management, and valuation skills. Analytical skills, business knowledge and understanding of human behavior and the vagaries of information systems are required to design and manage programs that control risk.

Assistance – support provided by insurance organisations or juridical persons to insurer that finds himself in a difficult situation during his staying in a foreign state provided in a kind of financial and/or material aid through technical, medical assistance under insurance case terms.

Agent Bank – a bank or an organisation maintaining special types of bank operations and undertaking services for guaranteed payments to creditors based on the agreement with the Fund for guaranteed insurance payments.

Transport Vehicle Owner – a person possessing a transport vehicles with the right of its running and operation or any other related legalised activity (property lease agreement, transport operation power of attorney, transport vehicle transfer directive, etc.). A person operating a transport vehicle provided for business- or labor-related services, including those implemented on the basis of Labor or civil agreement with the transport vehicles owner, cannot be recognized as the owner of the transport vehicle.

Vehicle operator (driver) – a person operating a transport vehicle. While training a person operating transport vehicle is called a trainer.

Insurance beneficiaries – a person who in accordance with the legislation is an insurance premium recipient.

Reimbursement of the Fund on guaranteed insurance payments to compensate life, health damages and/or funeral related costs – an amount to be paid to injured person(s), life, health of which were damaged in a road accident according to the provisions envisaged by the Legislation.

Guaranteed payment – an amount to be paid by the Fund on guaranteed payments according to the order and conditions envisaged by the Legislation to mandatory insurer (insurance beneficiary) when insurance case comes into effect and in accordance with the mandatory insurance agreement envisaged by the Legislation.

Transport vehicle owner civil liability – liability to reimburse life, health or/and property damage or loss caused to third persons as a result of offensive (dangerous) transport vehicle operation by physical or juridical persons.

“Green card” – is an equivalent of the national certificate of automobile insurance in each country and in all countries visited by the given automobilist. In essence, the certificate is accepted by all authorities without any barriers or additional expenses, where an individual green card is valid. Green card states for the visitor’s availability - at least – of a minimum mandatory liability stock to third party as per the legislation of visited countries.

Double insurance – insurance of one and the same property by two or more insurers.

Mandatory MTPL insurance agreement – insurance agreement according to which an insurer is to reimburse injured person(s) some identified insurance premium whenever life, health and/or property damage occur.

Participant agreement – agreement on insurance payments guarantee system concluded between the Fund of guaranteed insurance payments and insurance company in accordance to proceedings and conditions stipulated by the legislation.

Additional fee – an amount of a calculated insurance premium coefficient as per mandatory MTPL insurance, according to which payments of an insurance company are to be transferred to the Fund of guaranteed insurance.

Road insurance card – MTPL agreement concluded with the insurer who is a member of the National Bureau on insurance of motor civil liability valid in other states, where the mandatory MTPL insurance is introduced.

Applicant - a juridical entity registered in accordance with the legislation as an insurance company, or insurance company intending to obtain a license enabling implementation of insurance activities on mandatory insurance, which in accordance with the Law on Mandatory Insurance are subject to compulsory registration in the Fund of guaranteed insurance payments.

Transport vehicle operation – operation of a transport vehicle which stands for its movement across road networks, as well as across approaching lines to the networks mentioned and intended for transport vehicles traffic enabling. Operation of facilities installed in transport vehicles which are not directly involved into the process of transport operation cannot be referred to transport vehicle operation.

Compensatory damage – payments to be paid for reimbursement claimant for life, health and/or property damage in cases whenever insurance payments as per mandatory insurance cannot be done.

or

Compensatory damage – an amount to be paid out by the Fund of guaranteed insurance payments to an insurance company as an insurance premium in accordance with mandatory insurance agreement concluded with creditors of an abolishing insurance company.

Complex agreement – agreement on MTPL insurance concluded with a physical person who is the owner of two and more transport vehicles indicated in the insurance policy and given in the name of only one insured physical person.

Creditor – an insurer (insured or beneficiary person) entitled to be awarded with a guaranteed payment whenever an insurance case comes into effect as per the mandatory insurance agreement with an abolishing insurance company.

National legislation – legislative and subordinate legislation acts of each party, including regulative and legislative acts of the State authorized insurance supervision agency.

National Insurance Bureau of MTPL-insurance – an organisation founded and acting in accordance with the order and terms envisaged by the national legislation and entitled to ensure due operation of international insurance systems like “Green/White Card”. Each National Insurance Bureau undertakes two functions simultaneously, namely: acts both as a Payment Bureau and a Service Bureau.

Independent expert – physical or juridical persons obtained a license to implement assessment activities, accredited by authorized state agency on regulation and supervision of financial organisations in conformity with the stipulated order.

Compulsory fees – an amount paid as a part of insurance premium calculated as per mandatory insurance provisions which stands for compulsory contribution to the Fund of guaranteed insurance payments done in accordance with the related Law and to be paid out by an insurance organisation-member of the Fund on guaranteed insurance payments in the order stipulated by the Law and other regulative and legislative acts.

Mandatory insurance – a kind of mandatory insurance stipulated by the Legislation and envisages mandatory contribution of the insuring company to the Fund of guaranteed insurance.

Service bureau – the National Insurance Bureau of MTPL-insurance responsible for examination and regulation of claims addressed to foreign transport vehicles’ owners having obtained road insurance cards.

Authorities on insurance supervision and regulation of insurance activities - ministries and agencies of parties involved into implementation of insurance activities and their supervision empowered by the Government.

Injured party – person(s) obtained relevant rights to be reimbursed for damage occurred upon insurance case in accordance with the national legislation

Re-insurance – full or partial insurance risk payment undertaken by another insurer in accordance with a concluded re-insurance agreement. Herewith the insurer on the basic agreement concluded re-insurance agreement is the insurer in the re-insurance agreement.

or

re-insurance – related activities occur due to transfer of all or any part of insurance risks by a re-insurer from one side and acceptance of the transferred risks by the re-insurance company from another side done in conformity with provisions of concluded between them an agreement on re-insurance.

Re-insurance company (re-insurer) – juridical persons involved into implementation of re-insurance agreements provided on the basis of appropriate state license.

Re-insurer (assignor) – insurance or re-insurance company involved into transmitting of accepted risks of re-insurance.

Injured person – a person (including a pedestrian, a transport vehicle driver, a passenger of damaged transport vehicle involved in a road accident) life, health or property of which is damaged by an operated transport vehicle of another person.

Payment Bureau – The National Insurance Bureau on MTPL-insurance that undertakes issuing of the road insurance card.

Insurance provisions – insurance company document that regulates terms and conditions of each type of insurance case.

Insurer's representative – a specialized division of insurer (subsidiary) undertaking authorized examination of claims on insurance payments on behalf of the insurer within the limits stipulated by relevant civil laws.

Abolishing insurance company – insurance company/actor liable to guaranteed insurance payments being abolished in accordance with the Court decision in force.

Professional actors of insurance market – insurance (reinsurance) company, insurance broker, actuary involved into implementation of insurance activities on the basis of appropriate licenses issued by the state authorized body.

Prudential guidelines – norms set up by the authorized body and compulsory for observation by insurance (reinsurance) companies.

Direct damage reimbursement – property damage reimbursement to be undertaken in accordance with the Law by an insurer concluded mandatory insurance with the injured person-owner of transport vehicle.

Direct regulation – insurance payment mechanism according to which compensation to an injured person for life, health and property damaged in a road accident is to be maintained by an insurer concluded the agreement on mandatory insurance with the injured person.

Compensatory damage stock - an amount accumulated by the Fund of guaranteed insurance payments through primary and additional fees, used exclusively for life, health damage and/or reimbursement funeral expenses in accordance with the order set the relevant Law.

Insurance payment guarantee stock – an amount accumulated by the Fund of guaranteed insurance payments through primary and additional fees as well as through abolished insurance companies in order to meet requirements of the Fund of guaranteed insurance payments and to implement guaranteed compensative payments, as well as to cover any other expenditures occurred as per an insurance case and done in accordance with the assessed damage of life, health of an injured person and/or to compensate funeral costs in the cases stipulated by the Law.

Guaranteed insurance payments system – organizational and legal actions envisaged by the Law and meant for insurers' (insured or beneficiary persons) right and concerns protection upon an insurance case on a company abolishment to be done in accordance with mandatory insurance agreement provisions.

Self-withholding – partial liability within which insurer or re-insurer (assignor) bears responsibilities at own account in accordance with agreement on insurance or re-insurance.

National Bureaus on MTPL-insurance under EurAzEC – organisation where all the national Bureaus on MTPL-insurance are the members to, and which is responsible for operation and implementation of current activities undertaken in the sphere of insurance systems as “Green/White Card”.

Insurance member-company – insurance company concluded membership agreement with the Fund of guaranteed insurance payments.

Own capital – assets belonging to the Fund of guaranteed insurance payments assessed in accordance to its liabilities and available stock of insurance payment guarantees.

Co-insurance – risk sharing affairs between two or more insurers within one agreement on insurance that stipulates rights and liabilities of each insurer.

or

Co-insurance - activities and related concerns arisen from insurance risks sharing and declared in the insurance agreement simultaneously concluded with several insurance companies in order to distribute liabilities on the basis of the so-insurance agreement signed by them.

Special state sign – a sign, granted to an insurer upon mandatory insurance agreement together with mandatory police, which indicates MTPL insurance in forcer.

Insured person – a person civil liability of which is covered by road insurance card.

or

Insured person – a civil or juridical person concluded an Insurance agreement with an insurance company (insurer).

or

Insured person – insurance company entitled to undertake insurance activities in the field of civil liabilities of transport vehicle's owner and is a member of the National Bureau on Civil Liability Insurance.

or

Insured person – an insurance company entitle to provide mandatory civil liabilities insurance services in accordance with the License issued by the appropriate state authority in the order stipulated by the Law.

Transport facility – any mechanical transport vehicle, including trailers, semi-trailer which come under the provisions of the National law on mandatory MTPL insurance.

Insurance case – an accident entailing a damage, death or injury, which in accordance with the legislation comes into effect as per mandatory MTPL-insurance.

or

Insurance case – the case when civil liabilities of a transport vehicle owner for life, health or property damage of injured persons while operating this transport vehicle comes into effect and entails to compensation reimbursements by insurer in line with the Agreement on mandatory insurance.

Insurance – relations aimed at protection of property concerns of physical and juridical persons whenever insurance cases come into effect at account of financial funds (insurance stocks) formed by insurers through insurance fees (insurance premiums).

Insurance companies – juridical persons of contractual parties established for maintaining insurance activities based on the obtained License enabling such activities and meeting other requirements of the parties to the contract in conformity to the legislation.

Insurance premium – payment determined by the Insurance Agreement, which insurer is to provide to the insured person in accordance to the order and terms indicated in the appropriate Agreement.

Insurance premium – an amount within which the insurer is to pay for damage to injured person (his/her successor or assignee) whenever an insurance case comes into effect.

Insurance reimbursement – an amount which is in accordance with the Insurance Agreement an insurer is to pay to injured persons as reimbursement for life, health and/or property damage within the indicated contractual amount whenever the insurance case comes into effect.

Insurance police – a template certifying mandatory insurance done.

Insurance tariffs – tariffs estimated by insurer and applied by him for calculating the insurance premium amount subject to payment in the line with Insurance Agreement provisions.

Insurance risk – conditional accident which is covered by insurance.

Insurance fees - insurance premium periodically deposited by insured person to insurer in accordance with the Insurance Agreement provisions.

Insurance stocks – special monetary stocks formed by insurers through insurance fees (slit into the insurance types) aimed at enabling of insurance liabilities.

Standard agreement – mandatory MTPL insurance agreement to be concluded by physical or juridical person, who is the owner of the transport vehicle under insurance, related data of which is indicated in the insurance policy.

Insurance payment – an amount paid out by insurer to insured (beneficiary) within the contractual insurance amount whenever the insurance case comes into force.

Insurance portfolio – total quantity of insurance (reinsurance) agreements, as well as their contractual liabilities on insurance premiums (insurance fees).

Insurance reserves (stocks) – liability of an insurance (reinsurance) company upon insurance (re-insurance) agreements assessed on the basis of actuarial calculations.

Insurance agent – a physical or juridical person providing intermediate activities for concluding insurance agreements on behalf or upon assignment of one or several insurance companies within the limits of the authorization provided.

Insurance broker – juridical person representing insurer to maintain relations in terms of conclusion and implementation of insurance agreements concluded with insured persons acting on the basis of the insurer or juridical person assignments involved into intermediate activities in order to ensure conclusion of agreements on insurance or re-insurance, as well as consulting support on insurance and re-insurance issues.

Insurance business entities – insurance and re-insurance companies.

Transport vehicle – facility intended for motorway transportation of people, luggage, freights or equipment, installed inside of the vehicle.

Transport vehicles – all type of automobiles, tractors and other mobile vehicles, as trolleybuses, motorcycles and other mechanically-driven facilities with the swept volume of more than 50 cub.sm. (and maximum constructive speed of more than 40 km per hour).

Road accident – occurrence happened due to offensive operation of a transport vehicle or with its involvement, as well as due to influence of loosened parts and transported freights resulted in a road accident.

Contingent liabilities – liabilities of an insurance member-company to the Fund of guaranteed insurance payments installed for extraordinary payments.

Authorised body – a state body on regulation and supervision of insurance activities.

Road users – persons operating road networks and other places meant for people and freights movement by means of transport vehicles using and directly involved into traffic. They are: pedestrians, drivers, transport vehicle passengers, gadmen and cyclists.

Franchise – exemption of an insurer from damage reimbursement, if it does not exceed defined rates.

Extra fees – an amount to be additionally paid by an insurance member-company of the Fund for guaranteed payments in cases stipulated by the Law.

Transport vehicle operation - operation of a transport vehicle aimed at movement along motorways, as well as along approaching them lines/sections or along zones suitable for transport vehicles' operation.



DEVELOPMENT OF THE COORDINATED NATIONAL TRANSPORT POLICIES

REPUBLIC OF KAZAKHSTAN, THE KYRGYZ REPUBLIC,
REPUBLIC OF TAJIKISTAN, REPUBLIC OF TURKMENISTAN,
REPUBLIC OF UZBEKISTAN

Harmonization of the technical instructions and improvement of the traffic and environmental safety of the motor vehicles (Final report)

Annex I: Draft standards on control of motor vehicle operational safety:
Draft GOST: "Motor vehicles Safety requirements to technical conditions"
Draft GOST: "Motor vehicles. Routine inspection; testing methods"

Annex II: Rules # 1 of the 1997 Agreement "Uniform instructions on the routine inspections of the wheeled vehicles in respect of environmental protection".

Annex III: Draft standard "Motor vehicles; Masses and overall dimensions".



DEVELOPMENT OF THE COORDINATED NATIONAL TRANSPORT STRATEGIES

**OF THE REPUBLIC OF KAZAKHSTAN, KYRGYZ REPUBLIC,
REPUBLIC OF TAJIKISTAN, REPUBLIC OF TURKMENISTAN AND
REPUBLIC OF UZBEKISTAN**

EUROPEAID/122076/C/SER/MULTI

**Section: Harmonization of the technical instructions and
improvement of the traffic and environmental safety of the
motor vehicles
(final report)**

Annexes

Annex I: Draft standards on control of motor vehicle operational safety:
Draft GOST: “Motor vehicles Safety requirements to technical conditions”
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Annex I

Draft standards on control of motor vehicle operational safety:

PGOST: “Motor vehicles. Safety requirements for technical conditions”

PGOST: “Motor vehicles. Routine inspection, testing methods”

DRAFT

STATE STANDARDS

Motor vehicles

SAFETY REQUIREMENTS FOR TECHNICAL CONDITIONS

Official publication

Agency (Committee) on standardization, metrology and certification
(technical regulation and metrology)

Introduction

1. DEVELOPED
2. SUBMITTED.....
3. APPROVED
4. The present standard specifies legal requirements of the Republic “On motor vehicles”, “On traffic safety” and ...
5. SUBMITTED FOR THE FIRST TIME

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STATE STANDARD

Motor vehicles and their trailers SAFETY REQUIREMENTS FOR TECHNICAL CONDITION

Introduction date _____

1 Sphere of application

The present standard is applied to the light vehicles and motor trucks, buses and road-trains (hereinafter referred to as motor vehicles or MV) being in operation and intended for use on the public roads.

The standard specifies:

- Safety requirements for MV technical conditions;
- Maximum permissible values of the MVs' dimensions and their components in the context of ensuring traffic safety and environmental protection.

The standard is not applied to:

- the MV with a maximum speed of 25 km/h, as established by the manufacturing plant;
- the MV having less than 4 wheels;
- the MT with the installed load on the axle over 12 tons.

All standards requirements are compulsory and are aimed to ensure safety of the traffic, people's life, health and property safety, and environmental protection.

Classification of motor vehicles is given in Annex A.

2 Standard references

The present standard contains references to the following standards:

GOST 21393*: Oilers (diesel motor vehicles). Smoking at the exhaust; measuring norms and methods; safety requirements;

GOST 17.2.2.03*: Nature protection; atmosphere; norms and methods for measuring monoxide carbon and hydrocarbon content in the exhaust gases of the vehicles with gasoline engines; safety requirements.

Official publication

GOST P 17.2.02.06-99*: Environmental protection; atmosphere; norms and methods for measuring monoxide carbon and hydrocarbon content in the exhaust gases of the compressed gas vehicles;

GOST 5727 – 88: Wired (safety) glass for the land transport; general technical conditions;

GOST 27815 – 88: Buses. General requirements to the motor vehicle design

safety.

GOST 9921-81: Hand operated tire pressure gauges; general technical conditions;

* May be substituted by the new current standards valid in the Republic; for instance, STRK 1433-2005 - "Vehicles and engines; harmful substance emissions" is currently valid in the RK.

3 Terms and definitions

The following terms and definitions are used in the present standard:

3.1 **Road-train:** Articulated (multiple-unit) motor vehicle consisting of a tractive unit and semitrailer or a motor truck with a trailer(s) connected by the trailer hitch(s).

3.2 **Braking (slowdown):** Process of generating and changing of artificial resistance to the MV movement.

3.3 **Braking efficiency:** Braking quality coefficient characterizing brake system ability to generate the required artificial resistance to the movement of the MV.

3.4 **Braking stability:** The MV's ability to remain within the standard movement corridor upon braking.

3.5 **Brake system control:** A combination of all brake systems of the MV.

3.6 **Brake system:** A combination of gears for the MV braking.

3.7 **Service brake system:** Brake system intended for speed reduction and stopping of MV.

3.8 **Parking brake system:** Brake system intended for keeping a MV stationary during unlimited period of time.

3.9 **Secondary brake system:** Brake system intended for reduction of the energetic burden of the brake gears of a MV service brake system.

3.10 **Brake control system:** a combination of devices intended for giving a signal to initiate braking action and to control power supply from the source or from the energy accumulator to the brake gears.

3.11 **Length of brake path (slowdown path):** distance passed by a MV from the starting brake point to the end brake point.

3.12 **Starting brake point:** Point of time when brake system receives a signal warning on the necessity to initiate braking. It is marked as point **H** in the diagram given in the annex B.

3.13 **End brake point:** Point of time when artificial resistance to a MV movement has died down or a MV has stopped. It is marked as point **K** in the diagram given in the annex B.

3.14 **Full braking:** Braking resulting in complete stop of a MV.

3.15 **Emergency brake application:** Braking with a view to maximally quickly reduce a MV speed.

3.16 **Steady deceleration:** Average value of the steady deceleration time of a MV - t_{yct} . In the diagram in annex B it is shown as j_{yct} .

3.17 **Brake system delay time:** Interval of time starting from the initiation of

the braking till first signs of deceleration (braking force). In the diagram in annex B is shown as t_3 .

3.18 Build-up of deceleration time: Interval of time starting from the initiation of a MV deceleration till the moment when deceleration achieves the standard value. In the diagram of annex B is shown as t_H .

3.19 Brake system actuation time: Interval of time starting from the initiation of the braking till the moment when deceleration achieves the standard value upon emergency actuation of the brake control system. In case, if upon braking of a MV deceleration does not achieve the standard value, then actuation time is measured till the moment of achieving the maximally realized deceleration.

Upon stand testing, a MV brake system actuation time is measured starting from the moment of initiation of the braking till the moment when the brake force achieves its maximum value, or till the moment when a MV' wheel is blocked on the stand rolling elements. Upon stand testing, actuation time is measured in the emergency mode on the MV's axle outermost from the power brake valve. In the diagram of annex B it is shown as t_{cp} .

3.20 Brake gear actuation time: Interval of time starting from the actuation of brake control system till the moment when pressure in the brake gear actuator being the less favorable conditions achieves 75% of the pressure, which should be maintained in this actuator upon complete emergency actuation of the brake control system.

3.21 Braking force: Response of the mounting surface on the wheels of a MV causing its braking.

3.22 Total specific braking force: The ratio of the aggregate of the braking forces on a MV wheels to the total MV weight.

3.23 Asynchronous actuation time of the road-train trailers' brake gear: Difference in the values of the road-train directly connected trailers' brake gear actuation time.

3.24 Antilock brake system: A combination of a MV service brake system elements regulating the extent of sliding of one or several wheels upon the MV braking in the direction of it (their) rotation.

3.25 Braking force governor: A device automatically changing pressure of a working medium in the brake cylinders (chambers) depending on a MV loading efficiency.

3.26 Standard movement corridor: Standardized width of a motor road section intended for a MV brake testing.

3.27 Braking initial velocity: A MV velocity at the beginning of the braking.

3.28 "Cold" brake gears: Brake gear, which temperature measured in the immediate vicinity of the friction surface of a brake drum or a brake disc is less than 100° C.

3.29 Neutral position of the steering wheel (directive wheels): Position of the steering wheel (directive wheels) corresponding to the straight line movement of a MV in the absence of disturbing actions.

3.30 Total steering-system play: Sum angle of the lock-to-lock turn of the steering wheel upon successive application of the opposite direction restricted

forcing upon stationary (non-rotating) directive wheels.

3.31 Reference axis: Intersection line of planes passing through the center of the headlamp lens in parallel to the fore-and-aft symmetry plane of a MV (or square with the back axis) and in parallel to the roadbed.

3.32 Headlamps of the R, HR types: Distance headlamps.

3.33 Headlamps of the C, HC types: Low beam headlamps.

3.34 Headlamps of the CR, HCR types: Low beam and distance headlamps.

3.35 Headlamps of the DR, DC, and DCR types: Headlamps with gas-discharge light sources of D category: distance (DR) low beam (DC) and dual-mode (DCR) headlamps.

3.36 Headlamps of the B type: Fog lamps.

3.37 Rear accident preventing device: Detachable section of N₂, N₃, O₃ and O₄ category motor vehicles meant to prevent knocking down of the M₁ and N₁ vehicles upon rear-end collision.

3.38 Rear-view mirrors: These mirrors are characterized by the following combinations of features and functions: class 1 – inside rear view mirrors (flat or spherical mirrors); class 2 – main outer (door) rear view spherical mirrors; class 3 – main outer (door) rear view flat or spherical mirrors (with a less curvature radius than for the 2 class mirrors); class 4 – wide-angle outer (door) rear view spherical mirrors; class 5 – outer (door) spherical side view mirrors.

Class of a mirror is indicated in the marking on the certified rear view mirrors by Roman figures.

4. Safety requirements for technical conditions of the motor vehicles' elements, units and systems

4.1 General requirements

4.1.1 It is prohibited to redesign the steering and brake control system structures (to design away or to add any new off-design elements), as well as other MV components, requirements to which are specified by the present standard; this shall not be done without coordination of the issue with the manufacturing plant or specially authorized organization.

4.1.2 Hydraulic fluids and working components of the brake and steering control systems, as well as other MV components, requirements to which are specified by the present standard, shall not be replaced by the analogues fluids or components that do not meet the technical manual and standard technical documentation requirements; this also shall not be done without coordination of the issue with the manufacturing plant or specially authorized organization.

4.2 Brake control system requirements

Brake control system shall meet the established standards of the MV's brake system efficiency and braking stability. All elements of the brake control system, envisaged by the design, shall be available and be in serviceable condition.

4.2.1 The MV's braking and braking stability efficiency coefficients (braking using service brake system during the on-road and stand tests) are given in Tables

4.1, 4.2, 4.3, 4.4. Initial braking velocity upon on-road testing using the service brake system shall be 13.88 m/s (50 km/h). Upon testing, a MV weight shall not exceed the weight specified by the manufacturing plant. (It is allowed to test a MV in hot configuration). Upon braking a MV shall not overrun the standardized movement corridor.

Note: The MV's braking and braking stability efficiency coefficients (braking using service brake system during the on-road and stand test) are given in Annex F.

4.2.2 Brake system or brake gear actuation time is measured only for the MV with air brake controls. For the road-trains, brake system or brake gear actuation time is measured separately for the tractive vehicle and the trailer(s), semitrailers. Upon stand testing, a MV's brake system or brake gear actuation time is measured at the MV's axle outermost from the power brake valve.

4.2.3 Emergency brake system, fitted by the control element independent of other brake systems, shall ensure braking efficiency, which standard values are given in Table 4.5 (for the stand testing) and in Table 4.6 (for the on-road testing). Braking initial velocity upon the on-road testing makes up 13.88 m/s (50 km/h).

Table 4.1: Standards of a MV braking efficiency and the width of the standard movement corridor upon testing the service brake system:

MV type	MV category	Control element force P_{π} , H, at most	Length of brake path St , m, at most	Deceleration j_{H_s} , m/s^2 , at least*	Brake system actuation time τ_{ep} , s, at most	Width of the standardized movement corridor, m, M
Passenger and dual-purpose vehicles	M_1	490	23.5	5.2	-	2.5***
	M_2	686	28.9	4.5	0.6**	2.5***
	M_3	686	28.9	4.5	0.6	3.0
Auto-trucks (freighters)	N_1	686	28.9	4.5	-	2.5***
	N_2	686	28.9	4.5	0.6**	3.0
	N_3	686	28.9	4.5	0.6	3.0
Road-trains, which tractive vehicles are represented by the M-N category vehicles	M_1'	490	24.6	4.9	-	2.5
	N_1'	686	28.9	4.5	-	2.5
	N_2'	686	31.4	4.5	0.8	3.0

	N ₃ '	686	31.4	4.5	0.8	3.0
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* Standards are 10% lower than for the new MVs, specified in [1];

** For the MVs with the air brake controls;

*** For the MVs, which width does not exceed 2 m, for the MVs with the width exceeding 2 m – the width of the movement corridor = 3 m.

4.2.4 For the service brake systems of the trailers and semitrailers (except for log carriers), the specific braking force shall be not less than 0.5 for the trailers of the O₂, O₃, O₄ categories, and not less than 0.5 for the axle of the semitrailers of the O₃ and O₄ categories.

Tale 4.2: Standards of a MV braking efficiency upon stand testing of the service brake system:

MV type	MV category	Control element force P _{ri} , H, at most	Specific braking force γ_r , at least	Brake system actuation time τ_{cp} , s, at most
Passenger and dual-purpose vehicles	M ₁	490	0.53	-
	M ₂	686	0.46	0.6 **
	M ₃	686	0.46	0.6
Auto-trucks (freighters)	N ₁	686	0.46	-
	N ₂	686	0.46	0.6**
	N ₃	686	0.46	0.6
Road-trains, which tractive vehicles are represented by the M-N category vehicles	M' ₁	490	0.5	-
	N' ₁	686	0.46	-
	N' ₂	686	0.46	0.8
	N' ₃	686	0.46	0.8

* It is allowed to measure brake gear actuation time (t_{cpn}) instead of parameter t_{cp} ;

** For the MVs with the air brake controls;

Note: Braking efficiency standards for the MVs produced before 01.01.81 are given in Annex E.

Table 4.3: Standard values of the admissible braking force non-uniformity by the MV's axles:

MV type	MV category	Braking force non-uniformity ΔPr , %	
		Forward axle	Rear (center) axle
Passenger and dual-purpose vehicles	M ₁	15	20
	M ₂	15	20
	M ₃		
Auto-trucks (freighters)	N ₁	20	25
	N ₂		
	N ₃		
Road-trains, which tractive vehicles are represented by the M ₁ and N ₁ category vehicles	M' ₁	15	20
	N' ₁	20	25

4.2.5 Efficiency of the secondary brake system, except for retarder, is measured on the road. It should be high enough to ensure that standard

deceleration is not less than 0.5 m/s^2 for the MV with a gross weight and not less than 0.8 m/s for the MV in hot configuration. A retarder shall be in serviceable condition.

Table 4.4: Standard values of the admissible braking force non-uniformity by the axles of road-trains of the N_2' and N_3' categories:

Road-train type	Braking force non-uniformity ΔP_r , %						
	Tractive vehicle		First trailer		Semi-trailer	End (last) trailer	
	1 axle	Sequential axles	1 axle	Sequential axles		1 axle	Sequential axles
Single-trailer	20	25	20	25	-	-	-
Double-trailer	20	25	20	25	-	20	30
Articulated trailer	20	25	-	-	30	-	-
Articulated-towing type	20	25	-	-	25	20	30

Table 4.5: Standards of the MV braking efficiency (braking by the emergency brake system) upon stand testing:

MV type	MV category	Control element force P_n , H, at most	Specific braking force γ_r , at least
Passenger and dual-purpose vehicles	M_1	490 (392)*	0.26
	$M_2 M_3$	686 (589)*	0.23
Auto-trucks (freighters)	N_1, N_2, N_3	686 (589)*	0.23

* For the MVs with the hand-operated emergency brake system.

Table 4.6: Standards of the MV braking efficiency (braking by the emergency brake system) upon on-road testing:

MV type	MV category	Control element force P_n , H, at most	Length of MV brake path S_t , m, at most	Deceleration j_{br} , m/s^2 , at least
Passenger and dual-purpose vehicles	M_1	490 (392)*	42.0	2.6
	$M_2 M_3$	686 (589)*	50.0	2.25
Light vehicles with trailer	M'_1	490 (392)*	43.5 (53.0)**	2.5 (2.0)**
Auto-trucks (freighters)	$N_1 N_2 N_3$	686 (589)*	51.0	2.2
Road-trains	N'_1, N'_2, N'_3	686 (589)*	53.5	2.2

* For the MVs with the hand-operated emergency brake system;

** For the MVs with trailers that are not fitted with brakes.

4.2.6 Parking brake system shall ensure rest condition of a full weight vehicle on the road with at least 16% grade value. For the MVs in hot configuration, road grade values shall be not less than 25% for the M category vehicles, and not less than 31% - for the N category vehicles. When parking brake system is tested on the road or at the stand, specific braking force shall be at least 0.16, when the control element force is not more than 392 H for the vehicles of the M_1 category, and 588 H – for the vehicles of other categories.

4.2.7 Parking brake system of a detached trailer or semitrailer shall ensure its rest condition on the roads with the same grade values that are specified for the MV category to which a tractive vehicle is attributed.

4.2.8 Compressed air pressure in the receivers of the pneumatic or hydropneumatic brake gears shall be:

- (0.65 – 0.85) MPa - for the single MV and tractive vehicles;
- not less than 0.48 MPa – for the trailer units connected to the tractive unit by a single wire gear;
- not less than 0.63 MPa – if connected by a two wire gear;

4.2.9 Time required for achieving the standard values of air (vacuum) pressure in the brake system shall meet the requirements of the technical documentation of the manufacturing plant.

4.2.10 Pneumatic or hydropneumatic brake gear shall be hermetic. Upon non-running engine, pressure loss in the system shall not exceed 0.05 MPa within 30 minutes when control elements are in disengaged position, and within 15 minutes – after actuation of the brake system control elements.

4.2.11 It is prohibited to operate a MV in the following cases: corrosive wear, mechanical damage, cracks or permanent deformation of the brake gears, depressurization of pipelines or junctions, brake fluid leakage.

4.2.12 Brake system control elements, alarm and control system, manometers of the pneumatic or hydropneumatic brake gears shall be in operating condition. Operation of the service and emergency brake systems shall provide for the smooth and proportional variation of the braking effort within the whole regulation range.

4.2.13 It is prohibited to operate the vehicle in case when wheel brake gear elements are mechanically damaged, cracked or deformed, or have remnants of lubricants and brake fluid.

4.2.14 Flexible brake hoses shall be connected without additional reducing couplings; their arrangement and length shall be sufficient to prevent possibility of damage upon operation of the arbor support guiding device and turning of the steering (directive) wheels. Pressurized swelling of hoses, occurrence of cracks and mechanical damages are not allowed.

4.2.15 Arrangement and length of the road-train pneumatic gear connecting hoses shall exclude possibility of their damage upon bidirectional movements of the road-train units.

4.2.16 Pressure in the test terminal of the brake force regulator, being a part of the brake pneumatic actuator, measured in the conditions corresponding to the gross weight and hot configuration, shall be within the limits specified by the manufacturing plant (shown in the special nameplate) or in the operational manuals.

4.2.17 Brake force regulator being a part of the hydraulic gear shall be in serviceable condition and its regulation shall be in line with the manufacturing plant requirements.

4.2.18 MVs fitted with the anti-lock brake systems (ABS) upon braking in hot configuration with the initial braking velocity specified in paragraph 4.2.1, shall move without visible directional trouble or skidding, and shall not leave wheel slip

traces on the road surface until gaining the speed corresponding to the threshold of the ABS disabling (not more than 4.16 m/s or 15 km/h). The ABD alarm system shall be in the operating condition.

4.2.19 Free travel of the overrunning brake operating device of the O₁ and O₂ category trailers shall be in line with the operational manual requirements. Pushing-in effort of the trailing arm upon detached power mechanism shall be at least 200 H for category O₁, and at least 350 H – for category O₂.

4.3 Steering system requirements

4.3.1 Chips, cracks and other defects on the steering-wheel rim and hub are not allowed. In case of availability of the steering-wheel cover it should be firmly secured to the steering-wheel precluding the possibility of its sliding along the rim or a spontaneous slide down from it. Maximal thickness of a rim with a cover shall not exceed 40 mm.

4.3.2 Steering-wheel shall be firmly fixed and locked on the shaft.

4.3.3 Lateral plays in the planes, going through the steering post axle, and axial plays are not allowed. Steering post restraints regulating the steering-wheel positions shall be in operating condition.

4.3.4 Relocation of the steering-wheel components and units relative to each other or to the bearing surface (which is not envisaged by the design), as well as plays in the steering linkage junctions are not allowed. Threaded fastenings shall be set up and locked.

4.3.5 It is not allowed to use components with the permanent deformation marks, cracks and other defects in the steering-wheel system.

4.3.6 Cracks and defects on the bearing surface of the steering-wheel system units are not allowed.

4.3.7 Steering swivel dust guards shall not have defects or be damaged.

4.3.8 Fluid level in the steering booster pump reservoir shall correspond to the manufacturing plant or operational manual requirements. Leakage of fluid from the hydraulic system is not allowed.

4.3.9 Steering wheel rotation within the whole steering angle shall be smooth, without seizing. Maximal steering angles shall be constrained only by the devices envisaged by the MV design.

4.3.10 Spontaneous turn of the steering wheel from the neutral position upon stall position of the wheels and powered-on engine is not allowed for the MVs with the steering booster.

4.3.11 When testing the MV in the regulated conditions, the aggregate play in the steering wheel system shall not exceed the below given values:

MV category	Admissible values
M ₁	10 ⁰
M ₂ , M ₃ , N ₁	20 ⁰
N ₂ , N ₃	25 ⁰

4.4 Exterior headlight requirements

4.4.1 Number and color of the MV exterior lights shall correspond to GOST 8769 requirements. It is prohibited to rearrange location of outdoor lights envisaged by the manufacturing plant design.

Motor trucks with trailers (capacity - 0.75 tons and more) and semitrailers, which design does not envisage installation of a special three flash light road-train sign shall be fitted with the special identifying sign: equiangular triangle of yellow color (triangle side – 250 mm) with the interior light.

4.4.2 It is allowed to fit the MV with a searchlight or a pilot lamp, if they are not envisaged by the manufacturing plant. It is also allowed to install additional stop signals and to replace outdoor light by the analogues ones, used at the other makes and models of vehicles.

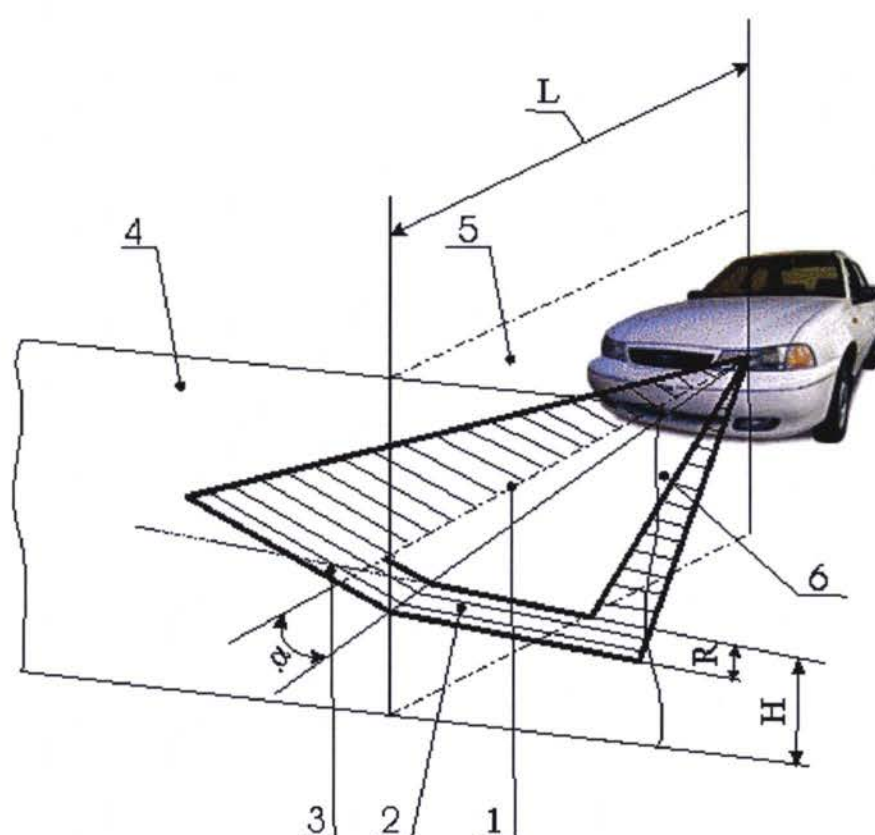
4.4.3 Light control devices shall be in the operating condition. Combination of lighting units that may be actuated simultaneously shall correspond to the actual instructions.

4.4.4 Lightning unit actuation signaling devices located in the driver's cabin shall be in the operating condition.

4.4.5 Lamp glasses and lampshade shall not be damaged. Headlamps inserts shall not contain any off-design items (fluid).

4.4.6 Headlamps of the C(HC), CR(HCR), ДC(DCR) types shall be adjusted in a manner as shown in the Figure 1. Values of the light beam angularity α and distance R over the screen from the plain view of the lamp center to the beam edge, depending on the height of the lamp setting (H) and the distance from the lamp to the screen (L) are given in Table 4.7. Crossing point of the left horizontal and the right inclined sections of the light-to-dark edge of the low beam light shall be in the vertical plane passing through the reference axis.

When testing a loaded MV, which headlamps are fitted with the adjusters, it should be transformed into the state corresponding to the load.



1 – reference axis; 2 – left side of the light-to-dark edge; 3 – right side of the light-to-dark edge; 4 – opaque screen plane; 5 – vertical plane, passing through the reference axis; 6 – plane parallel to the work area surface, where MV is placed; α – light beam angularity to the horizontal plane; L – distance from the headlamp optical center to the screen; R – distance over the screen from the headlamp center projection to the light beam edge; H – height of the headlamp setting by the center of the lampshade (lens) over the work area surface

Figure 1: Diagram of MV location at the check up station: check up of the headlight beam and position of the light-to-dark edge of the low beam light on the opaque screen

Table 4.7: Geometric values of the light-to-dark edge of the low beam light on the opaque screen depending on the headlamp setting height and the distance to the screen:

Headlamp setting height (by the center of the lampshade) H,mm	Angularity of the light beam in the vertical plane, α	Distance R from the headlamp center projection to the light beam edge on the screen, mm, remote at L, m	
		5	10
Up to 600	34'	50	100
from 600 to 700	45'	65	130
» 700 » 800	52'	75	150
» 800 » 900	60'	88	176
» 900 » 1000	69'	100	200
» 1000 » 1200	75'	110	220
» 1200 » 1600	100'	145	290

4.4.7 Light intensity of the C(HC), CR(HCR) and ДC(DCR) type headlamps, measured in the vertical plane, passing through the reference axis, shall not exceed 750 Cd in the upward direction 34' from the position of the left side of the light-to-dark edge and not be not less than 1600 Cd in the downward direction 52 from the position of the light-to-dark edge.

4.4.8 The R(HR) type headlamps shall be adjusted in a manner that angularity of the brightest (central) section of the light beam in the vertical plane was within 0 ... 34 range downward of the reference axis. At that, vertical plane of the symmetry of the brightest section of the light beam shall go through the reference axis.

4.4.9 Light intensity of the CR(HCR) and ДC(DCR) type headlamps in the “upper beam” mode shall be measured in the upward 34 direction from the position of the left side of the light-to-dark edge of the “low beam” mode in the vertical plane going through the reference axis.

4.4.10 Light intensity of the R(HR) type headlamps shall be measured in the center of the brightest section of the light beam.

4.4.11 Light intensity of all headlamps of the R(HR), CR(HCR) and types, located on one side of the MV, shall not be less than 10000 Cd in the “upper beam” mode.

4.4.12 Fog lamps (type B) shall be adjusted in a manner that the plane, containing the upper light-to-dark edge of the beam, was positioned in accordance with the values given in Table 4.8. At that, the upper light-to-dark edge of the fog

lamp beam shall be parallel to the work area surface, where MV is placed.

Table 4.8

Headlamp setting height H, mm	Angularity of the plane containing the upper light-to- dark edge of the beam α	Distance R from the headlamp center projection to the light beam edge on the screen, mm, remote at L, m	
		5	10
from 250 to 500	34'	50	100
» 500 » 750	58'	100	200
» 750 » 1000	140'	200	400

4.4.13 Light intensity of the fog lamps, measured in the vertical plane going through the reference axis shall not exceed 625 Cd in the upward direction 3^0 from the position of the upper light-to-dark edge, and not less than 1000 Cd in the downward direction 3^0 from the position of the light-to-dark edge.

4.4.14 Fog lamps shall be on upon switching-on of the marker lights and shall have a separate engage switch.

4.4.15 Light intensity of the obstacle lights in the direction of the reference axis shall be within the values given in Table 4.9.

4.4.16 Light intensity of the same-purpose lights, symmetrically located on the different sides of a MV, shall not differ more than two times.

4.4.17 Marker, profile lights and road-train identifying markings shall be on simultaneously and shall operate in the continuous mode.

Table 4.9:

Light description		Light intensity, Cd			
		At least	At most		
Marker light (including the upper one)	Front	2	60		
	Rear	1	12		
Stop signal (including the additional one)	One-level	20	100		
	Two-level	Day-time	20	520	
		Night-time	5	80	
Turn indicator	Front	80	700		
	Rear	One-level	40	200	
		Two-level	Day-time	40	400
			Night-time	10	100
Fog lamp	Rear	45	300		

4.4.18 Stop signals (main and additional) shall be on upon actuation of the service brake system control devices and shall operate in the continuous mode. Signals shall illuminate irrespective of the position of the key in the ignition lock.

4.4.19 Rear lamp shall switch on upon actuation of the reverse gear and shall operate in the continuous mode.

4.4.20 Turn indicators and side repeater lights shall operate in the flashing mode. Flashing frequency shall be within 90 ± 30 flashes per minute or (1.5 ± 0.5) hertz.

4.4.21 Alarm signaling system shall ensure synchronous switch-on of all turn

indicators and side repeater lights in the flashing mode with the frequency specified in paragraph 4.4.20.

4.4.22 Rear license plate lamp shall switch on simultaneously with the marker lights and shall operate in the continuous mode. Rear license plate lamp light shall not be directed backward.

4.4.23 Rear fog headlamps shall switch on upon the switched on upper-beam and low-beam headlamps, or simultaneously with the fog lamps, and shall operate in the continuous mode.

4.5 Observability requirements

4.5.1 The field of vision shall not be interfered by any off-design articles or surfaces that could restrict a driver's visibility (front view, side view), except for rear-view mirrors, wind-screen wiper elements, outdoor or built-in antenna, as well as wind-screen defrosting and drying elements.

It is allowed to paste a transparent color film to the upper part of the wind-screen or to tint it, but the width of the film or toning shall not exceed 140 mm. For the MVs of the M3, N2, N3 categories the permissible width of the film shall not exceed the minimum distance between the upper end of the wind-screen and the upper edge of the wind-screen zone cleaned by the window wipers. Window glass light transmittance, including those covered by the films, shall correspond to GOST 5727 requirements.

4.5.2 There shall not be any cracks on the wind-screen in the wipers operation zone on the driver's side.

4.5.3 MVs shall be fitted with the sun visors. The side and rear windows of the interurban buses may be curtained.

4.5.4 MV shall be fitted with the rear-view mirrors, as specified in Table 4.10.

4.5.5 MV shall be fitted with the wind-screen wipers and washers and hot-air windshield defroster. All these devices shall be in the operating condition.

4.5.6 Windshield wiper blade movement frequency (in wet environment) in full speed conditions shall not be less than 35 double pass per minute.

4.5.7 Windshield wiper amplitude (in wet environment) in full speed conditions shall correspond to the normative and technical documentation requirements.

4.5.8 Wind-screen washers shall be in the operating condition ensure water supply to the wind-screen wiper operation zone.

4.5.9 Windshield wiper blades shall wipe the cleaning zone at most in 10 double passes (for buses) and at most in 5 double passes for other MVs; total width of the non-wiped strips outside the cleaning zone shall not exceed 10% of the wiper blade length.

4.6 Tire and wheel requirements

4.6.1 The height of tread pattern shall not be less than:

- 1.6 mm – for MVs of the M1, N1, O1 and O2 categories;
- 2.0 mm – for MVs of the M2, M3 categories;
- 1.0 mm – for MVs of the N2, N3, O3, O4 categories;

4.6.2 If tires have one (in case of uniform wear of the tread) or two (in case of spotty wear of tread) wear indicators they are considered as unserviceable.

4.6.3 The tires shall not display tread separation and shall not be damaged, i.e. shall not have blow-outs and open-end/blind-end cuts that disclose the cord. There shall not be any foreign objects between the twin wheels.

4.6.4 Tire pressure shall correspond to the values specified by the tire operational manual, approved in accordance with the established procedure, or the values specified by the MV operational manual.

Table 4.10: Fitting of the MVs with the rear-view mirrors

MV category	Mirror characteristics	Mirror class*	Number and location of mirrors on a MV	Mirror application
M ₁ , N ₁	Indoor (internal)	1	One inside a vehicle	Compulsory: only if provides overview of the surrounding area
	Outdoor (external), main	3 (or 2)	One on the left side	Compulsory
			One on the right side	Compulsory: upon insufficient overview through the indoor mirror; in other cases: allowable
M ₂ , M ₃	Main outdoor mirror	2	One on the right side; one on the left side	Compulsory
	Outdoor wide-angle mirror	4	One on the right side	Allowable
	Outdoor side-view mirror	5**		
N ₂ (up to 7.5 t)	Main outdoor mirror	2 (or 3 on one mirror bracket; with 4 – only for N ₂)	One on the right side; one on the left side	Compulsory
	Indoor mirror	1	Одно внутри ATC	Allowable
	Outdoor wide-angle mirror	4	One on the right side; one on the left side	
	Outdoor side-view mirror	5**		
N ₂ (over 7.5 t) N ₃	Main outdoor mirror	2 (or 3 on one mirror bracket; with 4 - only for N ₂)	One on the right side; one on the left side	Compulsory
	Outdoor wide-angle mirror	4	One on the right side	Allowable

	Outdoor side-view mirror	5**		
	Indoor mirror	1	One inside a vehicle	
* rear-view mirror class – see paragraph 3.38				
** mirror shall be fitted at the height of not less than 2 m from the bearing surface level				

Note: If rear-view windows of light vehicles are fitted with rear blinds or curtained, side-mirrors shall be on the both sides of a vehicle.

4.6.5 Twin wheels shall be positioned in a manner allowing measuring pressure and pumping up a tire. It is prohibited to substitute tire valve cores by core plugs or stoppers.

4.6.6 Capacity and speed performance of tires mounted on a MV shall correspond to the manufacturing plant documents or tire operational manual. It is prohibited to mount tires of different size, design, and model and tread pattern on the same axle of vehicles, buses, trailers and semitrailers.

4.6.7 As to the usage of the recapped tires, it is allowed to mount them only on the rear axles of light vehicles and buses. In case of motor trucks, trailers and semitrailers – recapped tires are allowed to be mounted on all axles.

4.6.8 It is prohibited to use tire if even one wheel nut or bolt is missed or they are not properly tightened.

4.6.9 Cracks on the wheel webs and treads are not allowed.

4.6.10 Visible irregularity of the form and size of the fixation holes in the wheel webs is not allowed.

4.7 Engine and engine system requirements

4.7.1 Monoxide carbon and hydrocarbon content in the exhaust gases of the MVs with the gasoline engine shall not exceed standards specified by GOST 17.2.2.03.

4.7.2 Exhaust smoke capacity level of the MVs with the diesel engine shall not exceed standards specified by GOST 21393.

4.7.3 Monoxide carbon and hydrocarbon content in the exhaust gases of the MVs with the gas-power engine shall not exceed standards specified by GOST P 17.2.2.06.

4.7.4 Fuel supply system leakage (gasoline and diesel engines) is not allowed. Fuel tank locking devices and fuel shutoff devices shall be in the operating condition. Fuel tank caps shall be fixed in the closed position. Sealing elements of the caps shall not be damaged.

4.7.5 Fuel supply system of the compressed-gas vehicles shall be hermetic. It is prohibited to use out of date compressed-gas containers.

4.7.6 A vehicle fitted with the gas-pressurized feed system shall have special document confirming refitting of a vehicle; the document shall be issued by the appropriate officially authorized organization, as prescribed by the current regulations.

4.7.7 Engine breathing system elements shall be firmly interconnected. Oil samp gas leaking is not allowed.

4.7.8 Exhaust gas system elements shall be tightly fixed on a MV body or

frame. Exhaust gas leakages from the exhaust silencer or its components are not allowed. If MVs are fitted with the exhaust gas neutralization tank, exhaust gas direct emissions into atmosphere (by by-passing the neutralization tank) are not allowed.

4.7.9 Oil and lubricant leaking from the engine system and attached implements are not allowed.

4.8 Other structural component requirements

4.8.1 Cracks on the axle beams, their significant distortion, as well as faulty repaired failures are not allowed.

4.8.2 Suspender guide vanes and their elastic elements shall not be damaged, distorted or cracked. Flexible couplings shall be in operating condition and be play-free. Mudguard covers shall be undamaged.

4.8.3 Ring-bridge structure, frame or unit body of a vehicle shall have regular geometry and their elements shall be durably interconnected. Cracks and corrosion of load carrying members (side-members, body pillars, etc.), as well as damage to junctions of a MV double-reduction axles and assemblies are not allowed.

4.8.4 Engine suspension elements and assemblies shall be in operating condition and ensure their secure mounting to the MV frame (body). Oil leakage from the assemblies is not allowed.

4.8.5 Cardan drive shall be fitted with the dust-and-moisture-proof protector. Damage and wear of cardan joints, intermediate bearing and its support are not allowed. Cardan shafts shall not be distorted and cracked. Torque-retention loss and deficiency even of one bolt are not allowed.

4.8.6 Battery packs shall be reliably secured and matching sites shall not have heavy corrosion. Electrolyte fluid leakage is not allowed. Wiring harness and isolated wires of the electrical equipment system shall be firmly secured and shall not have spontaneous contacts with the MV parts. Length and arrangement of connecting cable of a tractive vehicle and a trailer (semitrailer) shall prevent possibility of cable damage upon relative motion of the road-train units. Break in cable insulation is not allowed.

4.8.7 Vehicle body/cab door latches, load platform body bolts, cistern cover latches shall be in operating condition.

4.8.8 Distortion of front and rear bumpers, when curvature radius of the off set bumper surfaces (except for components made of non-metallic, plastic materials) is less than 5 mm, is not allowed.

4.8.9 Removing of the rear bumper (keeper) from the MVs of the N₂, N₃, O₂, O₄, categories, if it is envisaged by the producer, is not allowed.

4.8.10 MVs shall be fitted with wheel splash guards, which width shall not be less than the width of the tires. Wheel splash guards shall not touch the tires.

4.8.11 Latch of the tractive unit saddler-coupling device shall latch automatically immediately after the hitching. Elements of the manual and automatic blocking system shall be in operating conditions. Cracks and breakup of drawbar components are not allowed. Permissible dimensions of the drawbar components are given in Table 4.11.

4.8.12 Dimensions of the “hook-loop” hitch shall be within the limits

indicated in Table 4.11; unfastening of hitch components, cracks and distortion of bearing surfaces are not allowed. Trailers shall be fitted with check chains (cable wires), which length shall prevent contacts of the coupling rod with the road surface and, at the same time, shall ensure handling of the hitch mechanism. Chains shall not be secured to the hitch elements or their fasteners.

4.8.13 Axial play in the backlash-free couplings with the towing jaw for a tractive unit coupled with a trailer is not allowed. Permissible dimension of the pivot axle shall be within the values given in Table 4.11.

4.8.14. Backlashes in tractive-coupling device of the light vehicles and spontaneous uncoupling are not allowed. Limit sizes of the hitch ball are given in Table 4.11.

Table 4.11: Permissible dimensions of the mating parts of the coupling units

Coupling type	Mating parts	Permissible dimensions of the components (net section, mm)
Saddler-coupling device	Pivot axle	48.3 – 50.9
	Gripping areas	50.8 – 55
Hook-loop	Hook	48 – 53
	Loop	36 – 43.9
Backlash-free coupling with the towing jaw	Pivot axle	36.4 – 38.5
Hooking device of light vehicles	Ball	49.6 – 50

4.8.15 Spare wheel carrier shall ensure its secure mounting. Crack and breakup of the carrier are not allowed.

4.8.16 Landing gears of semitrailers shall be in operation condition. Landing gears shall operate smoothly, without sticking; fixing devices shall prevent spontaneous drop of landing gears upon vehicle movement.

4.8.17 Driver seat and its position regulation devices shall be in operating condition. All seat fasteners shall be secured; seat frame shall not be damaged. Design and arrangement of the passenger and driver seats shall meet GOST 27815 requirements.

4.8.18 Motorhorn, speedometer and tachograph (if it is envisaged by the design) shall be in operating condition. Tachograph shall be checked up and sealed in accordance with the established procedure.

4.8.19 MV shall be fitted with the safety belts. The following is not allowed:

- cracks on the safety belt straps visible with the naked eye;
- poor fixation of the strap “tongue” or failure of automatic release of the belt upon pushing the belt fastener;
- defects in the belt strap locking mechanism.

4.8.20 MVs of the M₃, N₂, N₃ categories shall be fitted at least with two brake shoes.

4.8.21 All MVs shall be fitted with fire extinguishers, first aid kit, and breakdown triangle (or a blinking marker). In buses and freight cars intended for

transportation of people, one fire extinguisher shall be in the driver can, and another one – in the passenger compartment (car body).

First aid kit shall be completed with the relevant medicines of the corresponding nomenclature.

4.8.22 Bus doors, main and emergency door release devices, as well as warning alarm and emergency stop lamps shall be in operating condition.

4.8.23 Emergency exits shall be serviceable, shall have correspondent sign marking and be freely accessible.

4.8.24 Stairs, steps and hand rails shall be in good repair, floors in the passages and standing rooms shall be firmly secured and their covering shall not have defects that may cause injury case.

4.8.25 The following is prohibited for the cargo trucks built up on the minivan basis:

- to remove partition separating the cab from the cargo compartment;
- to have glasses on the side panels of the vehicle body and door;
- lack of protective grating on the rear door glasses.

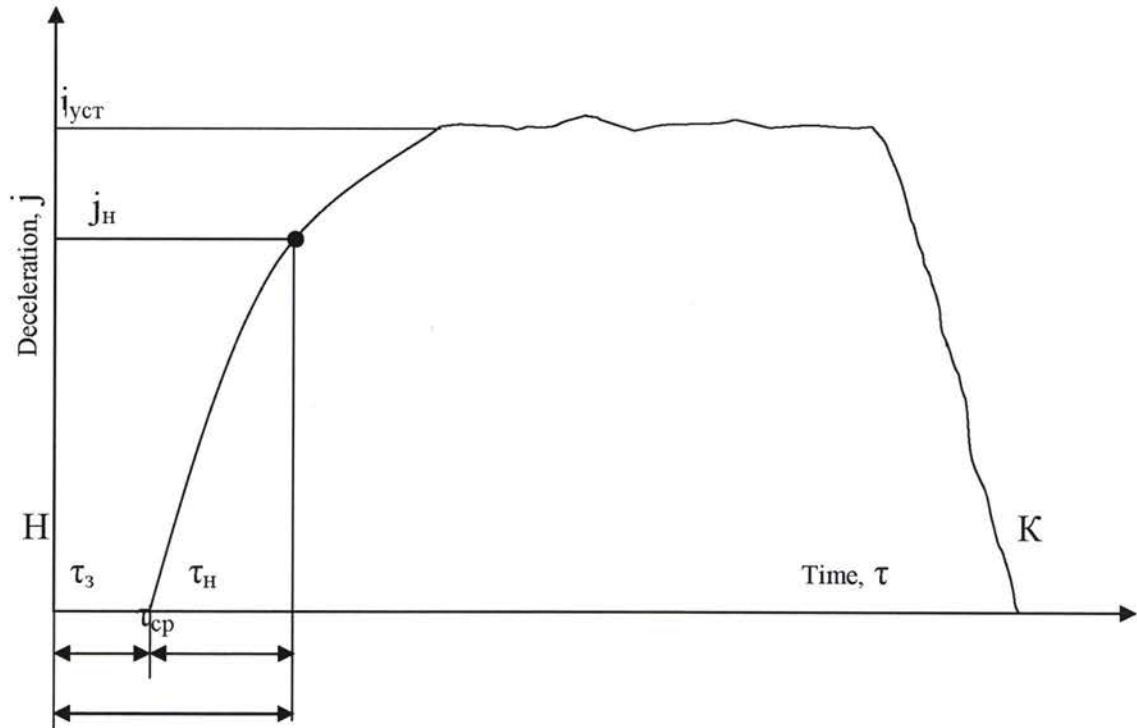
Annex A (Compulsory)

Motor Vehicle (MV) Classification

MV category	Motor vehicle category specification
Category M – 4 wheel motor vehicles intended for transportation of passengers	
M ₁	Engined MVs intended for transportation of passengers; 8 seats + driver's seat; modifications of these MVs intended for transportation of small cargoes (pickup, universal, etc.), which gross weight is equal to the weight of the base vehicle model.
M ₂	Engined MVs intended for transportation of passengers; more than 8 seats + driver's seat; maximum weight is less than 5 tons; modifications of these MVs: 3-8 seats + driver's seat; gross weight is equal to the weight of the base vehicle model.
M ₃	MVs having 8 seats + driver's seat; maximum weight is over 5 tons.
Category N - 4 wheel motor vehicles intended for transportation of cargoes	
N ₁	MVs with the maximum gross weight of 3.5 t (small-tonnage vehicles)
N ₂	MVs with the maximum gross weight over 3.5 t, but not exceeding 12 t.
N ₃	MVs with the gross weight over 12 t.
Category O – trailers (including semitrailers)	
O ₁	Two-wheel (single axle) trailers, other than semitrailers, having maximum weight of 0.75 t.
O ₂	Trailers with maximum weight of 3.5 t (except for O ₁ category trailers).
O ₃	Trailers with the maximum weight over 3.5 t, but not exceeding 10 t.
O ₄	Trailers with maximum weight over 10 t.

Annex B (Referential)

**Braking diagram
(Scheme)**



τ_{cp} – brake system actuation time

\dot{j}_H – deceleration standard value

\dot{j}_{ycr} – steady deceleration of MV

τ_3 – brake system actuation lag time

τ_H – deceleration build-up time

H and K – correspondingly, deceleration start and end points

Annex C (Compulsory)

Technique for measuring the MV slowdown path standards at different starting braking velocity rates upon on-road testing

Slowdown path standard value, S_t in meters, for the starting braking velocity, which is different from the one specified in paragraph 4.2.1., is measured by the following formula:

$$S_t = AV_0 + \frac{V_0^2}{26j_H},$$

where: V_0 – actual starting braking velocity, km/h;

j_H – standard deceleration, m/s^2 ;

A – index, characterizing brake system actuation time;

Index A and standard deceleration values for the different MV types are given in Table C.1.

Table C.1

MV type	MV category	MV gross weight	
		A	$j_H, m/s^2$
Single motor vehicles	M ₁	0.10 (0.11)	5.2 (4.5)
	M ₂	0.15 (0.19)	4.5 (4.0)
	M ₃	0.15 (0.19)	4.5 (4.0)
	N ₁	0.15 (0.19)	4.5 (4.0)
	N ₂	0.15 (0.19)	4.5 (4.0)
	N ₃	0.15 (0.19)	4.5 (4.0)
Road-trains, which tractive units are represented by MV of the M and N categories	M ₁	0.1	4.9
	N ₁	0.2 (0.24)	4.5 (4.0)
	N ₂	0.2 (0.24)	4.5 (4.0)
	N ₃	0.2 (0.24)	4.5 (4.0)

Note: data given in brackets are for the MVs produced before 01.01.81

Annex D (Compulsory)

Technique for measuring braking efficiency and stability upon the stand testing

D.1 Overall specific braking force γ_T is measured separately for a single vehicle (tractive unit) or trailer by the following formula

$$\gamma_T = \frac{\sum P_T}{M \cdot g},$$

For articulated road-train

$$\gamma_T = \frac{\sum P_{T_i}}{\sum M_i \cdot g},$$

Where: $\sum P_T$ - the aggregate of maximum braking forces P_T at the MV wheels (for articulated road-train $\sum P_{T_i}$, including braking forces at the semitrailer wheels), H;

M - gross weight of a vehicle or a trailer, kg;

$\sum M_i$ - aggregate of the gross weight of the road-train units, kg;

g - gravitational acceleration, m/s^2 .

D.2 Relative difference of braking forces at the wheels of one MV axle ΔP_T (in %) is measured by the following formula:

$$\Delta P_T = \left| \frac{P_{T_{np}} - P_{T_{лев}}}{P_{T_{max}}} \right| \cdot 100\%,$$

Where: $P_{T_{np}}$ и $P_{T_{лев}}$ - braking forces, correspondingly at the right and left wheels of the MV controlled axle, H.

Annex E (Compulsory)

MV braking efficiency standards (braking by service brake system) of the stand and on-road testing of MVs produced before 01.01.81

MV type	MV category	Force at the control element Pr, H, at most	On-road testing			Stand testing
			Slowdown path, St, m, at most	Standard deceleration j_{is} , m/s^2 , at most	Brake system actuation time τ_{cp} , at most	Specific braking force γ_{τ} , at least
Passenger and dual- purpose vehicles	M ₁	490	26.9	4.5	0.6	0.46
	M ₂	686	33.5	4.0	1.0	0.41
	M ₃	686	33.5	4.0	1.0	0.41
Cargo trucks	N ₁	686	33.5	4.0	1.0	0.41
	N ₂	686	33.5	4.0	1.0	0.41
	N ₃	686	33.5	4.0	1.0	0.41
Road-trains, which tractive units are represented by MV of the N category	N ¹ ₁	686	36	4,0	1.0	0.41
	N ¹ ₂	686	36	4,0	1.2	0.41
	N ¹ ₃	686	36	4,0	1.2	0.41

Note:

1. Starting braking velocity 13.88 m/s² (50 km/h).
2. MV braking stability values are given in Tables 4.1, 4.3, 4.4.

Annex F (Compulsory)

Application of braking efficiency and stability values upon on-road and stand testing

Table F.1: On-road testing

MV category and weight	M ₁ , M ₁ ¹ , N ₁ , N ₁ ¹ , M ₂ with hydraulic brake gear		M ₂ , M ₃ with pneumatic brake gear		N ₂ , N ₃ , N ₂ ¹ , N ₃ ¹	
	Unladen mass	Gross weight	Unladen mass	Gross weight	Unladen mass	Gross weight
Braking characteristics						
Service brake system						
MV braking efficiency						
Slowdown path, S _r , m		+		+		+
Deceleration, j, m/s ²	+	A	+	A	+	A
Brake system actuation time, τ _{cp} , s			+	A	+	A
MV braking stability						
Standard movement corridor, m	+	+	+	+	+	+
Emergency brake system						
MV braking efficiency						
Slowdown path, S _r , m		+		+		+
Deceleration, j, m/s ²	+	A	+	A	+	A
Secondary brake system						
MV braking efficiency						
Deceleration, j, m/s ²	+	+	+	+	+	+
Parking brake system						
MV braking efficiency						
Road grade, %	+	+	+	+	+	+
Deceleration, j, m/s ²	B	B	B	B	B	B

Note:

- «+» - means, that this parameter is used;
- «A» - means, that this parameter (group of parameters) is used instead of slowdown path control parameter - S_r
- «B» - means, that this parameter is used instead of grade control parameter, at which a MV is at rest.

Annex F (continuation) (Compulsory)

Table F.2: Stand testing

MV category and weight	M ₁ , M ₂ , M ₁ ' , N ₁ , N ₁ ' with hydraulic brake gear	M ₂ , M ₃ , N ₂ , N ₃ , N ₂ ' , N ₃ ' with pneumatic brake gear
Braking characteristics		
Service brake system		
MV braking efficiency		
Overall specific braking force γ_{τ}	+	+
Brake system actuation time τ_{cp}, c		+
MV braking efficiency		
Non-uniformity of breaking forces at the wheels $\Delta P_{\tau}, \%$	+	+
Emergency brake system		
MV braking efficiency		
Specific braking force γ_{τ}	+	+
Parking brake system		
MV braking efficiency		
Specific braking force γ_{τ}	+	+

Note*: brake gear actuation time (t_{cpn}) may be controlled.

Literature reference

- [1] Rules # 13 of the UN Economic Commission for Europe “Uniform rules regarding approval of motor vehicles of the M, N and O categories in regard of braking” [document – E/ECE/TRANS/505/Rev.1/Add.12/Rev.4 of 1.08.2000].

UDC

Key words: motor vehicle (MV), MV safety requirements, technical condition, MV technical condition parameters, MV technical condition standard values.

DRAFT

STATE STANDARDS

Motor vehicles

PERIODIC INSPECTION; METHODS OF CONTROL

Official publication

Agency (Committee) on standardization, metrology and certification
(technical regulation and metrology)

Introduction

1. DEVELOPED
2. SUBMITTED
3. APPROVED
4. The present standard specifies legal requirements of the Republic “On motor vehicles”, “On traffic safety” and
5. SUBMITTED FOR THE FIRST TIME

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STATE STANDARD

Motor vehicles and their trailers PERIODIC INSPECTION; METHODS OF CONTROL

Introduction date _____

1 Sphere of application

The present standard is applied to the light vehicles and motor trucks, buses and road-trains (hereinafter referred to as motor vehicles or MV) being in operation and intended for use on the public roads.

The standard specifies the MV elements, assemblies and systems technical condition control procedures called to ensure traffic safety, environmental protection and to set criteria prohibiting MV operation.

The standard is not applied to:

- the MV with a maximum speed of 25 km/h, as established by the manufacturing plant;
- the MV having less than 4 wheels.

MVs registered by the State Traffic Safety Department of the Internal Affairs Ministry, which designs have been modified in a way that may influence traffic safety, are inspected in accord with the requirements approved according to the established order.

Motor vehicle classification is given in Annex A: PGOST "Motor vehicles: safety and technical condition requirements"

2 Standard references

The present standard contains references to the following standards:

GOST 17.2.2.03 – 87: Nature protection; atmosphere; norms and methods for measuring monoxide carbon and hydrocarbon content in the exhaust gases of the vehicles with gasoline engines; safety requirements;

GOST – 21393: Oilers (diesel motor vehicles). Smoking at the exhaust; measuring norms and methods; safety requirements;

Official publication

GOST 17.2.02.06 – 99: Environmental protection; atmosphere; norms and methods for measuring monoxide carbon and hydrocarbon content in the exhaust gases of the compressed gas vehicles;

GOST 5727: Wired (safety) glass for the land transport; general technical conditions;

GOST 27815 – 88: Buses. General requirements to the motor vehicle design safety;

GOST 9921-81: Hand operated tire pressure gauges; general technical

conditions;

PGOST: Motor vehicles: Technical condition safety requirements.

3 Terms and definitions

The following terms and definitions are used in the present standard:

3.1 Road-train: Articulated (multiple-unit) motor vehicle consisting of a tractive unit and semitrailer or a motor truck with a trailer(s) connected by the trailer hitch(s).

3.2 Braking (slowdown): Process of generating and changing of artificial resistance to the MV movement.

3.3 Braking efficiency: Braking quality coefficient characterizing brake system ability to generate the required artificial resistance to the movement of the MV.

3.4 Braking stability: The MV's ability to remain within the standard movement corridor upon braking.

3.5 Brake system control: A combination of all brake systems of the MV.

3.6 Brake system: A combination of gears for the MV braking

3.7 Service brake system: Brake system intended for speed reduction and stopping of MV.

3.8 Parking brake system: Brake system intended for keeping a MV stationary during unlimited period of time.

3.9 Secondary brake system: Brake system intended for reduction of the energetic burden of the brake gears of a MV service brake system.

3.10 Brake control system: a combination of devices intended for giving a signal to initiate braking action and to control power supply from the source or from the energy accumulator to the brake gears.

3.11 Length of brake path (slowdown path): distance passed by a MV from the starting brake point to the end brake point.

3.12 Starting brake point: Point of time when brake system receives a signal warning on the necessity to initiate braking. It is marked as point **H** in the diagram given in the annex B.

3.13 End brake point: Point of time when artificial resistance to a MV movement has died down or a MV has stopped. It is marked as point **K** in the diagram given in the annex B.

3.14 Full braking: Braking resulting in complete stop of a MV.

3.15 Emergency brake application: Braking with a view to maximally quickly reduce a MV speed.

3.16 Steady deceleration: Average value of the steady deceleration time of a MV - t_{yct} .

3.17 Brake system delay time: Interval of time starting from the initiation of the braking till first signs of deceleration (braking force).

3.18 Build-up of deceleration time: Interval of time starting from the initiation of a MV deceleration till the moment when deceleration achieves the standard value.

3.19 Brake system actuation time: Interval of time starting from the initiation of the braking till the moment when deceleration achieves the standard value upon emergency actuation of the brake control system. In case, if upon braking of a MV deceleration does not achieve the standard value, then actuation time is measured till the moment of achieving the maximally realized deceleration.

Upon stand testing, a MV brake system actuation time is measured starting from the moment of initiation of the braking till the moment when the brake force achieves its maximum value, or till the moment when a MV' wheel is blocked on the stand rolling elements. Upon stand testing, actuation time is measured in the emergency mode on the MV's axle outermost from the power brake valve.

3.20 Brake gear actuation time: Interval of time starting from the actuation of brake control system till the moment when pressure in the brake gear actuator being the less favorable conditions achieves 75% of the pressure, which should be maintained in this actuator upon complete emergency actuation of the brake control system.

3.21 Braking force: Response of the mounting surface on the wheels of a MV causing its braking.

3.22 Total specific braking force: The ratio of the aggregate of the braking forces on a MV wheels to the total MV weight.

3.23 Asynchronous actuation time of the road-train trailers' brake gear: Difference in the values of the road-train directly connected trailers' brake gear actuation time.

3.24 Antilock brake system: A combination of a MV service brake system elements regulating the extent of sliding of one or several wheels upon the braking of a vehicle in the direction of it (their) rotation.

3.25 Braking force governor: A device automatically changing pressure of a working medium in the brake cylinders (chambers) depending on a MV loading efficiency.

3.26 Standard movement corridor: Standardized width of a motor road section intended for a MV brake testing.

3.27 Braking initial velocity: A MV velocity at the beginning of the braking.

3.28 "Cold" brake gears: Brake gear, which temperature measured in the immediate vicinity of the friction surface of a brake drum or a brake disc is less than 100⁰ C.

3.29 Neutral position of the steering wheel (directive wheels): Position of the steering wheel (directive wheels) corresponding to the straight line movement of a MV in the absence of disturbing actions.

3.30 Total steering-system play: Sum angle of the lock-to-lock turn of the steering wheel upon successive application of the opposite direction restricted forcing upon stationary (non-rotating) directive wheels.

3.31 Reference axis: Intersection line of planes passing through the center of the headlamp lens in parallel to the fore-and-aft symmetry plane of a MV (or square with the back axis) and in parallel to the roadbed.

3.32 Headlamps of the R, HR types: Distance headlamps.

3.33 Headlamps of the C, HC types: Low beam headlamps.

3.34 **Headlamps of the CR, HCR types:** Low beam and distance headlamps.

3.35 **Headlamps of the DR, DC, and DCR types:** Headlamps with gas-discharge light sources of D category: distance (DR) low beam (DC) and dual-mode (DCR) headlamps.

3.36 **Headlamps of the B type:** Fog lamps.

3.37 **Rear accident preventing device:** Detachable section of N₂, N₃, O₃ and O₄ category motor vehicles meant to prevent knocking down of the M₁ and N₁ vehicles upon rear-end collision.

3.38 **Rear-view mirrors:** These mirrors are characterized by the following combinations of features and functions: class 1 – inside rear view mirrors (flat or spherical mirrors); class 2 – main outer (door) rear view spherical mirrors; class 3 – main outer (door) rear view flat or spherical mirrors (with a less curvature radius than for the 2 class mirrors); class 4 – wide-angle outer (door) rear view spherical mirrors; class 5 – outer (door) spherical side view mirrors.

Class of a mirror is indicated in the marking on the certified rear view mirrors by Roman figures.

4.The MV elements, assemblies, systems (objects) and parameters control procedures upon technical checkup *

Testable unit or parameters	Testing method	Technical condition, upon which MV operation is prohibited	Standard document for evaluation
<p>4.1. Brake system control</p> <p>4.1.1 Overall evaluation of the MV assemblies' technical condition.</p>			
4.1.1.1 Service brake system control unit	Visual inspection of the units and testing in operational conditions. Note: MVs fitted with the power brake system are tested upon dead engine.	<ol style="list-style-type: none"> 1) Foot pedal pivot pin is tough and sticks; 2) Footbrake pedal pivot pin bearing is worn-out; 3) Brake pedal free play is enhanced or insufficient; 4) Foot pedal does not reset; 5) Foot pedal antiskid coating is missed, improperly secured or completely worn-out. 	+
4.1.1.2 Vacuum booster or pump and hydraulic accumulator (for hydraulic power drive).	Upon dead engine, press down brake pedal two times, start the engine (the pedal shall tangible lean forward), stop the engine and press down brake pedal several times.	<ol style="list-style-type: none"> 1) Upon pressing down the pedal you can hear air ingress sound; 2) Upon starting the engine the pedal does not lean forward; 3) Upon dead engine air (pressure) reserve is enough for less than two presses on the pedal until the pedal is hard. 	

* The content and form of presentation of this section take into account requirements [1]

+ MV manufacturing plant manual

4.1.1.3 Brake master cylinder, service brake circuit separator (for	Visual inspection of units upon active brake system.	<ol style="list-style-type: none"> 1) Brake fluid leakage; 2) Cracks on the hydraulic reservoir, brake fluid shortfall, missing of master cylinder 	
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hydraulic power drive).		<ul style="list-style-type: none"> reservoir cap; 3) Minimum brake fluid level caution lamp is on or in a fault condition; 4) Brake circuit operability lamp is on or in a fault condition; 5) Failures in kinematics; 6) Lack of braking; 7) Pressure cutoff valve is in a fault condition. 	
4.1.1.4 Parking brake, control arm, parking brake ratchet.	Visual inspection of units upon active brake system.	<ul style="list-style-type: none"> 1) Lever pivot axle or ratchet is worn-out; 2) Lever free travel testifying to the maladjustment; 3) Installation of brake elements of other modification; 	
4.1.1.5 Compressor and boost control device.	<p>Perform visual inspection. Upon dead engine press down the brake pedal several times until pressure threshold signal lamp is on.</p> <p>Start the engine and measure the air pressure standard value settling time. Check the pressure regulation and relief valves operation.</p>	<ul style="list-style-type: none"> 1) Case (body) damage; 2) Oil slobbering; 3) Malfunction of protection valve; 4) Pressure in the system does not correspond to the norms; 5) Minimum permissible air pressure settling time exceeds the standard value. 	<p>++</p> <p>++</p>
4.1.1.6 Pressure low-level indicator (for pneumatic power drive).	Upon dead engine depressurize the system until pressure low-level indicator in on and check its operability.	<ul style="list-style-type: none"> 1) Malfunction of indicator; 2) Control lamp is out of order. 	
4.1.1.7 Brake valve of the service brake system, hand-brake	Visual inspection of units upon active brake system; testing in operational condition.	<ul style="list-style-type: none"> 1) Unfastening of a unit; 2) Brake fluid leakage; 3) Damage or air leakage; 	

lever, pilot valves, Pressure regulator valves, air-distributing valve (for pneumatic power drive).		4) Replacement by other modification units.	
4.1.1.8 Tractive unit/trailer coupling device (for pneumatic power drive).	Decouple coupling device.	1) Disconnecting device failure; 2) Body or coupling head seal damage; 3) Unfastening or improper location and positioning of the receiver; 4) Air leak;	

++ PGOST: Motor vehicles; technical condition safety requirements.

4.1.1.9 Pneumatic power drive's receivers.	Visual inspection; checkup of the condensate dump valve serviceability.	1) Receiver damage, corrosion or leakage; 2) Condensate dump valve is out of order; 3) Unfastening or improper location and positioning of the receiver; 4) Usage of other models.	
4.1.1.10 Brake line rigid tubes.	Visual inspection upon active brake system.	1) Leakage of tubes or joints; 2) Damage or corrosion; 3) Installed tubes do not meet the manufacturing plant's requirements; 4) Usage of other model tubes.	
4.1.1.11 Flexible brake hoses.	Visual inspection upon active brake system.	1) Cracks, damage, twisting or insufficient length of brake hoses; 2) Leakage of brake hoses or joints; 3) Pressurized swelling of hoses.	

4.1.1.12 Brake automatics upon emergency decoupling with the tractive unit.	Decouple tractive unit/trailer brake lines.	Trailer brakes do not operate automatically upon decoupling.	
4.1.1.13 Air-tightness of the pneumatic power drive.	Measure air pressure loss in the system within 30 ± 1 min, when brake system control elements are in disengaged position, and within 15 ± 0.5 min after their actuation. Air pressure loss is measured when MV is at rest by connecting to the test terminals or to the coupling head of manometer or electronic meters.	1) Air pressure loss (even upon one check) exceeds the permissible norms.	++
4.1.1.14 Brake force regulators (BFR).	Visual inspection of units upon active brake system. Measure pressure at the BFR outlet in conditions corresponding to the total load and hot configuration conditions (only for mechanical control MVs).	1) Lever mechanism failure or maladjustment; 2) Regulator dragging or non-operation; 3) Lacking of BFR in case it is envisaged by the design; 4) Pressure at the outlet does not correspond to the norm.	+
4.1.1.15 Antilocking device (ALD).	Visual inspection of tractive unit/trailers' ALD telltale operation.	1) Telltale flashes on, when a MV is braking and its speed reduces to less than (15 ± 1) km/h; 2) Telltale is not off after a MV has stopped.	
4.1.1.16 Motor decelerator (if envisaged by the design).	Visual inspection **	1) Poor connection of junction pipes; 2) Obvious failure of the system;	
4.1.1.17 Brake linings, shoes.	Visual inspection (if possible).	1) Limiting wear of lining; 2) Contamination by lubricants, brake fluid, etc.	+

		3) "Glassiness" - lining surface changes caused by high temperature.	
4.1.1.18 Brake drums, brake disks.	Visual inspection.	1) Limiting wear, deep scratch marks, splits, chips; 2) Contamination of the drum or disk by lubricants and other materials.	
4.1.1.19 Brake cables, brake pull-rods, lever mechanisms.	Operational check.	1) Rods are damaged or twisted. 2) Hampered movement of a rod in a housing due to corrosion or damage of the rod housing; 3) Wear of the mechanism components; 4) Poor connection of the components.	
4.1.1.20 Brake gear mechanisms (including energy batteries and hydraulic cylinders).	Visual inspection in operational condition.	1) Cracks or damage of the brake gear components; 2) Leakage of gear; 3) Unfastened fixture or improper installation of gear; 4) Corrosion of components; 5) Overstroke of the brake chamber, cylinder or actuating piston pushrods; 6) Dust collar damage.	
4.1.1.21 Deceleration system (if installed or required).	Visual inspection.	1) Unfastening of connecting pipe or unit elements fixtures; 2) Obvious failure of the system.	
4.1.2 MV braking parameters control			
4.1.2.1 MV braking parameters upon	Mainly, braking parameters are tested upon stand test, in case of unavailability of the	1) Braking efficiency does not correspond to the standard requirements;	+ +

<p>braking by service brake system.</p> <p>a) On-road test.</p>	<p>required equipment – upon on-road test. The parameters include: brake system timing characteristic (only for MVs with pneumatic brake gear); braking efficiency measured by the indicating or recording decelerometer; MV braking stability within the standard movement corridor. Braking efficiency and braking stability values are given in Annex B. MV accelerates to the speed of 13.88 m/s (50 km/h), then it brakes using service brake system and stops (test conditions are described in Annex A).</p>	<p>2) Air brake control or brake system actuation time exceeds the permissible value;</p> <p>3) Braking effort variation due to deformation of brake disks or ellipse nature of the brake drums;</p> <p>4) MV overruns the standard movement corridor;</p> <p>5) Increased effort on the control element.</p>	<p>++</p> <p>+</p> <p>++</p> <p>++</p>
<p>б) Stand test.</p>	<p>To test braking force on the wheels, the MV is progressively placed on the stand (axle by axle). When the axle is on the stand, progressive braking is applied till the moment the wheels are locked or till the moment when the effort on the control element gains the standard value. Braking and working efforts of the wheels, braking forces variation are measured during the test. If the stands do not provide for measuring the MV weight falling at the tested wheels, then the MV shall be weighted beforehand or it is possible to use directory data specifying the MV weight. After that, it is necessary to calculate specific braking force values and normalized difference of braking forces of</p>	<p>1) Insufficient specific braking force on one or more wheels;</p> <p>2) Specific braking force of MV is below the norm;</p> <p>3) Difference in braking forces on the wheels exceeds the permissible value;</p> <p>4) Impossibility to ensure progressive (smooth) braking effort variation;</p> <p>5) Working or braking effort variations exceed the permissible norms;</p> <p>6) Brake system actuation time exceed the permissible norm.</p>	<p>++</p> <p>++</p> <p>++</p> <p>+</p> <p>++</p>

	<p>an axle, using the technique described in Annex B.</p> <p>To measure brake system actuation time of a MV with the pneumatic drive, it is necessary to apply additional emergency braking effort to the axle most distant from the control element.</p>		
4.1.2.2 MV braking efficiency upon braking by the secondary brake system			
MV braking efficiency.	Braking efficiency is mainly measured upon the stand test; in case of unavailability of the required equipment – by means of the on-road test, as described in paragraph 4.1.2.1.	<ol style="list-style-type: none"> 1) Insufficient specific braking force or exceeding the permissible length of the slowdown path. 2) Impossibility to ensure progressive (smooth) braking effort variation. 	+ +
4.1.2.3 Secondary brake system efficiency control			
Secondary brake system efficiency.	Secondary brake system efficiency is tested in the on-road conditions (speed limits: 25 – 35 km/h); at that crank-shaft rotating frequency shall not exceed the permissible values.	<ol style="list-style-type: none"> 1) Impossibility to ensure the specified braking efficiency; 2) Impossibility to ensure progressive (smooth) braking effort variation; 3) MV overruns the standard movement corridor. 	+ + + +
4.1.2.4 Parking brake system efficiency control			
Parking brake system efficiency.	<p>Parking brake system efficiency is tested by one of the following methods:</p> <ul style="list-style-type: none"> - by testing parking brake system on the specified gradient slope; - by means of the on-road test; - by means of the stand test. 		

	<p><i>a) On-slope test.</i> The MV is placed on the specified gradient slope and is braking by the parking brake system with the specified effort on the control element.</p> <p><i>b) On-road or stand test.</i> MS is braking by the parking brake system and deceleration or specific braking force is measured.</p>	<p>Parking brake system does not ensure the MV rest condition.</p> <p>1) Impossibility to ensure the specified braking efficiency; 2) Malfunction of a brake on one side of a MV</p>	<p>++</p> <p>++</p>
4.2 Steering system			
4.2.1 Overall evaluation of the technical condition			
4.2.1.1 Steering wheel and steering post.	Visual inspection of the steering wheel condition. Swing the steering wheel every which way at right angles to its axle and along the axle. To measure axial and lateral play. To inspect visually plays and condition of the flexible joints and steering post rotating joints.	<p>1) Steering wheel is poorly connected to the steering post; 2) Steering wheel is in unsatisfactory condition; 3) Presence of the axial or lateral play in the steering wheel; 4) Flexible joint components are worn-out.</p>	

4.2.1.2 Steering device and steering gear.	<p>Place MV on the inspection pit or lift it to the lift platform that ensures load condition of the directive wheels.</p> <p>a) Swing steering wheel clockwise and counter-clockwise and check the crankcase mounting arrangement of the steering device and condition of the steering gear components and connections.</p> <p>б) Display the directive wheels and maximally rotate steering wheel in both directions; evaluate the steering device performance.</p> <p>в) Lower down the directive wheels on the support surface (if MV is fitted with a steering booster – start the engine) and evaluate gear performance rotating steering wheel in both directions.</p>	<ol style="list-style-type: none"> 1) Tough rotation of the steering device; 2) Unfastening of the crankcase mounting arrangement; cracks on the mounting surface; 3) Bolt holes for the fastening bolts of the steering device are oversized; 4) Rotating joints are worn-out; 5) Play between the components that should be firmly secured; 6) Lack of locking devices; 7) Steering gear touches adjacent nodes or components; 8) Steering locks are out of order; 9) Fluid leakage from the hydraulic booster system; 10) Low fluid level; 11) Hydraulic booster device is not operational. 	
4.2.2 Steering system total play control			
4.2.2.1 Total play in the steering system.	<p>The directive wheels of a vehicle shall be on the support surface in the direct motion position. Slightly swing the steering wheel clockwise and counter-clockwise, minding that directive wheels should not turn.</p> <p>Measure total play in the steering system.</p> <p>Maximum error margin in total play measuring shall not exceed 1⁰.</p>	Total play in the steering system exceeds the permissible value.	+ +
4.3 Observability			

4.3.1 Zone of vision.	Visual inspection and check by the special device.	Presence of foreign objects in a driver's zone of vision obstructing observability in front and on the sides of a vehicle.	
4.3.2 Wind-screen side windows and rear screen.	Visual inspection and check by the special light transmittance measuring device.	<ol style="list-style-type: none"> 1) Cracks on the wind-screen; 2) Wind-screen, side and rear window glasses are tinted (except for the color strip on the upper edge of the wind-screen); 3) Glass light transmittance does not correspond to the standard requirements. 	<p>GOST 5727</p> <p>GOST 5727</p>
4.3.3 Wind-screen defogging and defrosting devices.	Testing in the operational condition.	<ol style="list-style-type: none"> 1) Sticking or failure of the control valve; 2) Glasses are not defogging and defrosting. 	
4.3.4 Rear view mirror.	Visual inspection.	<ol style="list-style-type: none"> 1) Number and type of mirrors do not correspond to the specified requirements; 2) Location and arrangement of the mirrors do not correspond to the specified requirements; 3) Mirrors are poorly secured. 	<p>+ +</p> <p>+</p>
4.3.5 Wind-screen wipers.	<p>Visual inspection and testing in the operational condition.</p> <p>When testing wind-screen wipers with electric drive, distance headlamps should be on. Engine should operate at the minimum stable rpm.</p>	<ol style="list-style-type: none"> 1) Wind-screen wipers are out of order; 2) Lack or wear of wind-screen wiper's blades; 3) Cleaning zone is not sufficient, cleaning quality is unsatisfactory; 4) Maximum wind-screen wipers move frequency is less than required. 	<p>+ +</p>
4.3.6 Wind-screen washers.	Visual inspection and testing in operational condition.	<ol style="list-style-type: none"> 1) Wind-screen washers are out of order; 2) Water is not reaching the wind-screen 	

		washers cleaning zone.	
4.4 Exterior lights			
4.4.1 Headlamps: condition and operation.	Visual inspection and check of headlamp operation and light intensity. Test conditions are specified in Annex C.	1) Burned-out filament lamps; 2) Headlamps do not correspond to the effective instruction requirements; 3) Corrosion or dirtiness of the deflectors/reflectors; 4) Perforation of the headlamp glass; 5) Poor fixation of the headlamps; 6) Presence of foreign objects (liquids) in the headlamps.	
б) Regulation.	Check horizontal and vertical directions of light beams of the distance and low-beam headlamps using special device or a specially marked screen.	Light beam direction does not correspond to the effective instruction requirements.	+ +
в) Headlight switch	Visual inspection and functional testing.	1) Faulty headlight switch; 2) Faulty beam indicator lamp; 3) Combination of exterior lights that may be switched on simultaneously does not correspond to the effective instruction requirements.	+ +
4.4.2 Turn indicator (blinker).	Visual inspection and check by the special device.	1) Faulty filament lamps; 2) Damaged headlamp lenses; 3) Poor fixation; 4) Location, light color or intensity do not correspond to the effective instruction requirements;	+ +

		5) Blink rate does not correspond to the effective instruction requirements; 6) Alarm signaling is out of order.	++
4.4.3 Corner lamps, rear marker lights, brake lights, side lights, rear lights, number plate light.	Visual inspection and check by the special device.	1) Faulty filament lamps; 2) Poor fixation of headlamps; 3) Damaged headlamp lenses; 4) Location, light color or intensity do not correspond to the effective instruction requirements; 5) Foreign substances are on the headlamp lens or a filament lamp that reduce light intensity or change its color; 6) Number plate light is directed backward.	++
4.4.4 Front and rear fog lights.	Visual inspection and check by the special device.	1) Faulty filament lamps; 2) Damaged headlamp lenses; 3) Deflector/reflector corrosion; 4) Poor fixation of headlamps; 5) Headlamp installation and their commutation do not correspond to the requirements.	++
4.4.5 Beam deflectors, side reflectors, rear identification mark.	Visual inspection.	1) Poor fixation; 2) Deflector/reflector damage; 3) Location and color do not correspond to the requirements.	+
4.5 Electric system			
4.5.1 Storage battery (accumulator box).	Visual inspection	1) Poor fixation; 2) Electrolyte leakage; 3) Lack of battery disconnect switch (if it is envisaged by the design).	

4.5.2 Wiring.	Visual inspection. MV is placed on the inspection pit or is lofted with the help of lifting device.	1) Poor fixation; 2) Insulation wear or failure.	
4.5.3 Electric connections between a tractive unit and a trailer (semitrailer)	Visual inspection.	1) Damage or lack of socket; 2) Insulation failure.	
4.6 Axles, wheels, tires			
4.6.1 Axles, axle beams.	Visual inspection.	1) Cracks and axle deformation; 2) The axle is poorly secured to a vehicle;	
4.6.2 Steering stubs, swivels.	Visual inspection; check of play in the supports by swinging of the displayed wheel in the vertical and edgewise directions.	1) Crack or deformation in the steering stub; 2) Wear of bush bearings or ball bearings; 3) Unfastening of pivot stud to the axle fork.	
4.6.3 Wheels	Visual inspection of both sides of the wheel; MV shall be place either on the inspection pit or on the lifting platform. Rapping of screwed joints and wheel disk and rim holding elements.	1) Lack or unfastening of wheel mounting screws or bolts; 2) Cracks and welding defects on the wheel tread or disk; 3) Deep dints on the wheel tread; 4) Poor fixation of the wheel lock rings; 5) Considerable distortion of the wheel.	
4.6.4 Tires	Measure pressure in tires. The pressure is measured by tire-pressure gages corresponding to GOST 9921. Visual inspection of all tire; wheels should be displayed by means of lifting device. Measure tire tread remaining height by special templates, devices or height ruler as described in Annex D.	1) Misfit of tires in terms of their load capacity and speed performance; 2) Different size, type, tread pattern of tires mounted on the same axle or being a part of a double-tire wheel; 3) Tire damage or cut; 4) Pressure in tires does not correspond to the standard values;	

		5) Tire tread remaining height is below the permissible values; 6) Light vehicles or buses' front axles are mounted with the retread tires or tires with repaired local damages; 7) Tires scrub other MV components.	+ ++
4.7 Suspender			
4.7.1 Shocks, springs, pneumocylinders.	Visual inspection	1) Poor fixation of a node to the axle frame or suspender elements; 2) Damages or cracks; 3) Pneumocylinder leakage.	
4.7.2 Shock absorbers.	Visual inspection; if possible operational checkup by special equipment.	1) Poor fixation of shock absorber; 2) Shock absorber damage or leakage:	
4.7.3 Suspender guiding device.	Visual inspection.	1) Poor fixation of components; 2) Components are damaged or cracked;	
4.7.4 Pivot connections.	Visual inspection.	1) Wear of bushing and ball bearings; 2) Lack or damage of dust cover on the ball bearings.	
4.8 MV frame (undercarriage)			
4.8.1 Frame, vehicle body bearing elements.	Visual inspection.	1) Cracks or damage of the frame or bearing elements; 2) Poor fixation; 3) Corrosion resulting in reduction of the frame strength and reliability.	
4.8.2 Bumpers, side protection and rear	Visual inspection.	1) Poor fixation or a damage that may result in injury;	

brake shoes.		2) Side protection and rear brake shoes do not correspond to the effective instruction requirements.	
4.8.3 Spare wheel carrier.	Visual inspection.	1) Cracks or deformation of the carrier; 2) Spare wheel is secured improperly.	
4.8.4 Coupling devices.	Visual inspection with a view to determine the extent of wear or availability of protecting devices.	1) Limiting wear of components; 2) Coupling device is improperly secured to the frame; 3) Lack or failure of protecting devices;	++
4.8.5 Cardan shaft.	Visual inspection.	1) Unfastening or lack of fixing devices; 2) Cardan shaft is damaged or bent; 3) Lack or damage of transmission line protective elements; 4) Wear of cardan shaft bearings.	
4.8.6 Semitrailers' landing gears.	Visual inspection, testing of landing gears.	1) Unfastening or lack of the fixing devices; 2) Jawing of landing gears. 3) Spontaneous drop of gears under speed conditions.	
4.9 Cabin and carbody			
4.9.1 General condition and installation.	Visual inspection.	1) Poorly fixed or damaged body panel, that may cause injury; 2) Cracks on the body pillars; 3) Non tight compartment that results in permeation of gases from the engine area or exhaust system into the compartment of a vehicle; 4) Carbody or a cabin are poorly or geometrically improperly fixed to the frame;	

		5) Corrosion of the structural components of the body; 6) Cargo body side locking bars are out of order.	
4.9.2 Doors and door locks.	Visual inspection.	1) Problems with opening/closing of the door; 2) The door cannot be kept closed; 3) Door butts and locks are worn-out.	
4.9.3 Floor	Visual inspection on the inspection pit.	The floor is intensively worn-out and poorly fixed.	
4.9.4 Seats	Visual inspection.	1) Driver's seat is poorly fixed; seat regulator is out of order; 2) Passenger seats are out of order and poorly fixed.	
4.9.5 Cabin footboards.	Visual inspection.	Footboards are poorly fixed and may produce injury.	
4.9.6 Wheel splash guards.	Visual inspection.	1) Absent, poorly fixed; 2) Insufficient space between the wheel and splash guard.	
4.10 Engine and engine systems that may cause environmental pollution			
4.10.1 Exhaust gas. Spark-mixture engine (petrol, gas engines)	Measuring of toxic substances content in the exhaust gases as required by the instructions.	1) Any toxic component of the exhaust gas exceeds maximum permissible concentration (MPC); 2) Failure of emission control equipment.	GOST 17.2.2.03 GOST R 17.2.2.06
4.10.2 Injection oil engine (diesel).	Measuring of the exhaust gas smoke capacity.	Exhaust gas smoke capacity is above MPC.	GOST 21393
4.10.3 Fuel tank, pipelines and fuel	Visual inspection.	1) Poor fixation or damage of the fuel tank or pipelines;	

system.		<ul style="list-style-type: none"> 2) Faulty sealing or absence of the fuel tank cap; 3) Oil leakage from the tank, pipelines or fuel system components; 4) Gas-fitting requirements are not met. 	
4.10.4 Exhaust pipes and exhaust silencer.	Visual inspection.	<ul style="list-style-type: none"> 1) Poor fixation of the exhaust system, faulty sealing of the pipe joints and silencers; 2) Exhaust gas penetrates into the cabin or passenger compartment. 	
4.11 Other equipment			
4.11.1 Seat belts (shoulder harness).	Visual inspection.	<ul style="list-style-type: none"> 1) Absence or damage of the seat belts; 2) Inertia lock of the belt is out of order. 	
4.11.2 Fire extinguisher.	Visual inspection.	<ul style="list-style-type: none"> 1) Absence or shortage of fire extinguishes; their number do not comply with the instruction requirements; 2) No seal or out of date. 	
4.11.3 Breakdown triangle.	Visual inspection.	Absent or do not comply with the instruction requirements.	
4.11.4 First-aid kit.	Visual inspection.	Absent or do not comply with the instruction requirements.	
4.11.5 Acoustic signaling system.	Visual inspection and functional check.	<ul style="list-style-type: none"> 1) Auto-alarm is out of order; 2) Malfunction of the control element. 	
4.11.6 Speedometer.	Visual inspection and functional check.	<ul style="list-style-type: none"> 1) Out of order; 2) Spot lighting is out of order. 	
4.11.7 Tachograph (if it installation is envisaged by the standardized	Visual inspection.	<ul style="list-style-type: none"> 1) Tachograph is out of order; 2) No seals or they are broken; 3) No calibration matrix or it is out of date; 4) Signs of interference into its operation. 	

documents).			
4.12 Additional control for buses			
4.12.1 Doors	Visual inspection and functional check.	1) Out of order or badly worn-out; 2) Emergency door release system is out of order.	
4.12.2 Emergency exits.	Visual inspection and functional check.	1) Out of order; 2) Absent or illegible marking.	
4.12.3 Passenger seats.	Visual inspection.	1) Seats are damaged or poorly fixed; 2) Design change or rearrangement of seats; 3) Fold-back seat locking device is out of order.	GOST 27815
4.12.4 Driver seat. (additional requirements)	Visual inspection.	1) Special devices, such as sun visors are out of order; 2) diver crash protection system is unsafe.	
4.12.5 Passages, standing rooms.	Visual inspection.	1) Hand rails are damaged or poorly fixed; 2) Condition of the floor is unsatisfactory.	
4.12.6 Stairs and steps.	Visual inspection.	Worn-out.	
4.12.7 Ventilation system.	Visual inspection and functional check.	Malfunction.	
4.12.8 Interior labs and bus route table.	Visual inspection and functional check.	Faulty or do not correspond to the instruction requirements.	
4.12.9 Talk-back (intercom) equipment.	Visual inspection.	1) Damaged signal; 2) Stop demand signal or driver warning device are damaged.	

** Visual inspection means that besides of visual inspection of the structural components, a person in charge of the inspection handles or manipulates these components (as may be necessary) to check their noise level, etc.

Annex A (Compulsory)

MV braking efficiency and stability test conditions

A.1 MV is tested upon gross weight or hot configuration conditions, taking into account weights of a driver and one passenger (test man). MV is tested upon "cold" brake devices;

A.2 When braking by the service brake system, braking efficiency and stability are tested for the trailed chains (units) of the road-train;

A.3 Taking into account the possibility of MV ballasting, braking characteristics should be tested for the following types of MV:

- Light vehicles – either in gross weight or in hot configuration conditions;
- Buses – in hot configuration conditions;
- Cargo trucks – either in gross weight (or at least upon partial load, not less than 50% of the total MV weight) or hot configuration conditions.

MV may be ballasted by using different types of the mechanical or automated axle/wheel weight transfer units.

A.4 Tires of the MV, undergoing braking characteristics test, should be dry and clean. Tire tread height shall not be less than the allowed value.

A.5 The stand and on-road tests (except for testing of secondary brake system) are conducted when the engine is disconnected from the gearing system, dead gears of the additional driving axles and unblocked transmission differential gears, if the MV design renders it possible;

A.6 The on-road tests are conducted on the straight, slick, level and dry, cement or asphalt-concrete road free of any oil spills, granular or other materials;

A.7 During the test, the MV is braked by the service brake system in the emergency full braking mode by applying a single effort to the control element. Brake system control element actuation time shall not exceed 0.2 s;

A.8 Upon the on-road testing of the service (secondary) brake systems, it is not allowed to correct the MV movement trajectory (if it is not required to ensure test safety);

A.9 The controlled parameters shall be measured at least twice during the test;

A.10 Error in measurement shall not exceed the following values:

- | | |
|--|-------------|
| - slowdown path | ± 3 %; |
| - deviation from trajectory | ± 5 %; |
| - starting braking velocity | ± 1.5 km/h; |
| - braking force | ± 5 %; |
| - Action force on the control elements | ± 5 %; |
| - brake system (gear) actuation time | ± 0.03 s; |
| - deceleration | ± 4 %; |
| - air pressure in the air or air-over-hydraulic brake gear | ± 5 %; |
| - MV weight | ± 3 %; |

A.11 Gross weight of the measuring equipment used upon the on-road test shall not exceed 25 kg;

A.12 When the MV braking characteristics are tested on the stand, test should be conducted in accordance with the technical documentation of the stand's producer, taking into account details specified in the above paragraphs 2,3,4,5,9,10. Brake testing stands shall be certified by the corresponding divisions of the Uzstandart agency; the stands' chassis dynamometers shall ensure that the MV wheels' grip coefficient is not less than 0,6 ± 0,05.

Annex B (Compulsory)

Technique for measuring the MV braking efficiency and stability upon the stand testing

B.1 Total specific braking force γ_T is measured separately for a single vehicle (tractive unit) or trailer by the following formula:

$$\gamma_T = \frac{\sum P_T}{M \cdot g},$$

– for articulated road-train

$$\gamma_T = \frac{\sum P_{T_i}}{\sum M_i \cdot g},$$

Where: $\sum P_T$ - the aggregate of maximum braking forces P_T at the MV wheels (for articulated road-train $\sum P_{T_i}$, including braking forces at the semitrailer wheels), H;

M – gross weight of a vehicle or a trailer, kg;

$\sum M_i$ - aggregate of the gross weight of the road-train units, kg;

g – gravitational acceleration, m/s^2 .

D.2 Relative difference of braking forces at the wheels of one MV axle ΔP_T (in %) is measured by the following formula:

$$\Delta P_T = \left| \frac{P_{T_{np}} - P_{T_{лев}}}{P_{T_{max}}} \right| \cdot 100\%,$$

Where: $P_{T_{np}}$ и $P_{T_{лев}}$ - braking forces, correspondingly at the right and left wheels of the MV controlled axle, H.

Annex C **(Compulsory)**

Условия проведения контроля внешних световых приборов

C.1 Headlamps are tested upon dead engine with the help of the screen or a portable optical device with the orienter; the MV should be in hot configuration.

C.2 MV headlamps testing with the help of the screen shall be done at the special stand equipped with the operating platform, flat screen with the mate coating, luxmeter with optical detector (protected from the flare spots), and a device aliening positional relationship of the screen and the MV.

C.2.1 The distance between the MV headlamp lens and the screen along the axis of reference shall be at least 5 m. Operating platform variance is not more than 3 mm per 1 m.

C.2.2 The angle between the screen plane (surface) and the operating platform shall be within $90^{\circ} \pm 3^{\circ}$.

C.2.3 The orienting device shall ensure proper positioning of the MV: headlamp axis of reference shall be parallel to the operating platform surface and shall be in the plane perpendicular to the surfaces of the screen and the operating platform; allowable error is $\pm 0,5^{\circ}$.

C.2.4 The screen marking shall provide for testing the direction and designated light-to-dark edge of the headlamp beams in accordance to the standard instructions (see Picture 1).

Upon these measurements, the permissible error shall not exceed ± 44 mm for linear values at the distance of 10 m from the screen, ± 22 mm – at the distance of 5 m from the screen, and $\pm 15'$ – for the angular values.

C.3 When MV headlamps are tested by means of the portable optical device with the orienter, the operating platform surface variance values shall be in compliance with those specified in paragraph 2.1.

C.3.1 Diameter of the lens aperture of the optical device shall not be less than the headlamp dimensions.

C.3.2 The visual axis of the device shall be directed parallel to the operating platform surface; permissible error is at most $\pm 0,25^{\circ}$.

C.3.3 Sliding screen with markings shall be installed in the focal plane of the objective and shall provide for testing the direction and designated light-to-dark edge of the headlamp beams in accordance to the standard instructions.

C.3.4 The orienter shall ensure that the visual axis of the device is parallel to the fore-and-aft plane of the MV symmetry (or it is perpendicular to the rear wheel axle); permissible error is at most $\pm 0,5^{\circ}$.

C.4 Headlamp light intensity shall be measured by the photodetector adjusted to the average spectral sensitivity curve; permissible error shall not exceed 7 %.

The Photodetector diameter shall be:

≤ 30 mm - when operating with the screen;

≤ 6 mm – when operating with the optical device;

C.5 Turn indicator blinking rate (not less than 10 blinks) is measured by the metering instrument or the multipurpose time meter, using stop-watch timer (time interval is from 1 s to 60 s); permissible error is at most ± 1 c.

Literature reference

[1] Annex # 2 to the composite resolution on road traffic (CP.1): Periodic inspection of motor vehicles – mandatory checks [document – ECE/TRANS/WP.1/2001/25 of March 30, 2001].

UDC

Key words: motor vehicles (MV), MV technical inspection, MV technical condition, MV technical condition control methods, MV visual inspection, Mv stand tests, MV on-road tests.

Annex III

Draft Standard PGOST “Motor vehicles; Weights and overall dimensions»

DRAFT

STATE STANDARD OF THE REPUBLIC

Motor vehicles
WEIGHTS AND OVERALL DIMENSIONS

Official publication

Standardization, metrology and certification agency

Introduction

1. DEVELOPED.....
2. INTRODUCED.....
3. APPROVED _____ # _____
4. The present standard implements the requirements of the laws of the Republic “On motor vehicles”, “On traffic safety”, “On motor roads”, SNiP..... “Motor roads” and includes the specified parameters set by the “Agreement on the weights and dimensions of motor vehicles used for the interstate transport on the public roads of the CIS countries” (Minsk, July 4, 1999) and the EU Guideline 96/53 “Maximum permissible dimensions and weights of the vehicles used in the territory of the EU countries”.
5. SUBMITTED FOR THE FIRST TIME

Contents

1.	Sphere of application.....
2.	Standard references
3.	Terms and definitions
4.	Maximum permissible MV weights and dimensions.....
4.1	Permissible MV dimensions
4.2	Permissible MV weights
4.3	Permissible MV axle weights
	Annex A (compulsory) Motor vehicle classification.....

STATE STANDARD

Motor vehicles and their trailers WEIGHTS AND DIMENSIONS

Introduction date _____

1 Sphere of application

The present standard is applied to the light vehicles and motor trucks, buses and road-trains (hereinafter referred to as motor vehicles or MV) being in operation and intended for use on the public roads.

The standard specifies:

- maximum permissible gross and axle weight of different MVs;
- maximum dimensions of MVs;

The standard is not applied to:

- the MVs used in the internal and on-farm roads;
- the MVs intended for transportation of the oversized, heavy and indivisible cargoes;
- special purpose MVs;

Motor vehicle classification is given in Annex A.

2 Standard references

The present standard contains references to the following standards:

- SNiP “Motor roads”;
- “Agreement on the weights and dimensions of motor vehicles used for the interstate transport on the public roads of the CIS countries” (Minsk, July 4, 1999);
- The EU Guideline 96/53 “Maximum permissible dimensions and weights of the vehicles used in the territory of the EU countries”.

Official publication

3 Terms and definitions

The following terms and definitions are used in the present standard:

3.1 **Motor vehicle:** transport facility intended for transportation by roads of passengers, cargoes or the installed equipment.

3.2 **Cargo truck:** engine transport facility intended for transportation of cargoes and towing of a trailer(s) by the motor roads.

3.3 **Tractive vehicle:** engine transport facility intended exclusively or primarily for towing of a trailer or a semitrailer.

3.4 **Truck tractor (artic):** transport facility intended for towing of semitrailers.

3.5 **Trailer:** transport facility intended for transportation of cargoes by towing by tractive vehicle or a cargo truck.

3.6 **Semitrailer:** special equipment for transportation of cargoes, transport facility intended to be connected with the tractive vehicle in a manner ensuring that a part of that transport facility was mounted immediately on the tractive vehicle, thus transmitting a considerable part of its weight to the tractive vehicle.

3.7 **Combined transport facility:** combination of transport facilities consisting of a vehicle connected with a trailer or a semitrailer.

3.8 **Road-train:** combined transport facility consisting of a cargo vehicle and a trailer(s) (trailed road-train), a tractive vehicle and a semitrailer (articulated road-train), and a tractive vehicle, semitrailer and a trailer (articulated-trailed road-train).

3.9 **Bus:** transport facility intended for transportation of passengers and goods, having more than 8 seats for passengers and one driver seat.

3.10 **Articulated bus:** a bus consisting of two or more flexibly coupled hard sections having passenger compartment in each section allowing passengers to freely migrate from one compartment to another.

3.11 **Transport facility maximum length:** transport facility length of the standard value.

3.12 **Transport facility maximum height:** transport facility height of the standard value.

3.13 **Transport facility maximum width:** transport facility width of the standard value.

3.14 **Transport facility maximum weight:** transport facility weight of the standard value.

3.15 **Maximum axle weight:** a weight being transferred via the MV axle to the motor road surface; the weight shall not exceed the standard value.

3.16 **Indivisible cargo:** a cargo that cannot be safely divided into two or more parts without excessive costs.

3.17 **Air suspender:** Suspender system, where air is a damping element ensuring not less than 75% of the damping effect.

4 Maximum permissible MV weights and dimensions

4.1 Permissible MV dimensions

Permissible MV dimensions and other linear parameters shall not exceed the values given in Table 4.1

Table 4.1

Dimensions	Values, m
Permissible length: Cargo truck	12

Bus	12
Trailer	12
Articulated road-train	20
Road-trains with 2÷3 axle trailer	20
Long-length road-train with 4÷5 axle trailer made on a semitrailer base	25,25*
Articulated-trailed road-train (tractive vehicle + semitrailer + trailer)	25,25*
Two-trailer road-train	25,25*
Articulated bus	18
* they are allowed to be used only on highways	
Permissible width:	
All motor vehicles	2,55
Refrigerator body of motor vehicles	2,6
Permissible height	4

Notes:

1. Articulated-trailed (AT), two-trailer (TT) and long-length road-trains with 4÷5 axle trailer (LLRT) are formed of the road rolling-stock units having special document “Approval of motor vehicle type”, proving that the certain vehicle may be used as a component of AT, TT or LLRT.

2. MV permissible dimensions given in Table 4.1 include dimensions of the demountable bodies and cargo empties, including containers.

3. Artic and one-trailer road-trains shall be able to turn within the area, which outer radius is 12.5 m, and the inside one - 5.3.

4. Articulated-trailed road-train, long-length road-train with 4÷5 axle trailer and two-trailer road-train shall be able to turn within the area, which outer radius is 15 m, and the inside one - 6 m.

5. Cargo installed in the vehicle body shall not overhand the rear exterior point of a vehicle or a trailer more than for 2 m.

6. Distance between the front axle of a cargo vehicle and the front axle of a trailer should be at least 3 m.

7. When measuring the MV’s length, the following devices (mounted on the MV) shall not be taken into account:

- Screen wipers and wheel splash guards;
- Front and side marker plate;
- Sealing devices and their safeguards;
- Canvas cover lock-up device and their safeguards;
- Electric lighting equipment;
- Rear-view and retrospection mirrors;
- Air-duct tubes;
- Length of valves and housings for coupling with the trailers or demountable bodies;
- Body steps, lifting device for the tire casing;

- Elevating platforms, access steps and other similar equipment that does not exceed 200 mm in operating condition; it should be made in a manner that will not increase the critical load weight of a vehicle specified by the manufacturer.

8. When measuring the MV height, the following devices (mounted on the MV) shall not be taken into account:

- Antennas;
- Pantograph in the raised position;
- For MVs, having axle lifting device, this factor shall be taken into account.

9. When measuring the MV width, the following devices (mounted on the MV) shall not be taken into account:

- Led and seal devices and their safeguards;
- Canvas cover lock-up device and their safeguards;
- Projecting parts of the wheel splash guards;
- Lightning equipment;
- Rear-view mirrors;
- Retracting steps (for transport);
- Tire pressure indicator;
- Antiskid fixtures mounted on the wheels.

4.2 MV permissible weights.

Permissible MV weights shall not exceed the values given in Table 4.2

Table 4.2

#	MV types	Gross vehicle weight, ton
1.	Cargo vehicle	18
	Two-axle vehicle	
	Three-axle vehicle	25 30
	Three-axle vehicle having driving axle consisting of two pairs of wheels equipped with the air or equivalent suspender	
	Four-axle vehicle (eight wheelers) having two driving axles; each axle consists of two pairs of wheels equipped with the air or a similar suspender	
2.	Transport facilities constituting a part of the combined transport facility:	18 24 32
	Two-axle trailer	
	Three-axle trailer	
	Four-axle trailer	
3.	Combined transport facilities: Articulated road-trains: Four-wheeled tractive unit with a single-axle semitrailer	28

	Four-wheeled tractive unit with a tandem-axle semitrailer; distance between the axles varies from 1.3 to 1.8 m.	36
	Four-wheeled tractive unit with a tandem-axle semitrailer; distance between the axles exceeds 1.8 m (in case if such road-train has twin wheels and is equipped with the air or a similar suspender, the maximum permissible weight may be increased by 2 tons).	38
	Four-wheeled tractive unit with a tri-axle semitrailer	38 (40)*
	Three-axle tractive unit with a tandem-axle semitrailer	38 (40)*
	Three-axle tractive unit with a tri-axle semitrailer	40 (44)*
	Articulated-trailed road-trains	
	Three-axle tractive unit with a tandem-axle semitrailer and two-axle trailer	56
	Three-axle tractive unit with a tri-axle semitrailer and two-axle trailer	60
	Trailed road-trains:	
	Two-axle cargo vehicle with two-axle trailer	36
	Two-axle cargo vehicle with tri-axle trailer	42
	Three-axle cargo vehicle with two-axle trailer	42
	Three-axle cargo vehicle with tri-axle trailer	48
	Cargo vehicle with eight-wheeled trailer	54(56)*
	Three-axle cargo vehicle with ten-wheeled trailer	60
	Three-axle cargo vehicle with two trailers	60
4.	Buses:	
	Two-axle	18
	Three-axle	24
	Three-axle articulated	28
	Eight-wheeled articulated	28
	* - upon usage of a cargo vehicle and trailer with the air or a similar suspenders	

Notes:

1. MV gross weight maximum values are permissible upon their even distribution by the axles; deviation in axle load shall not exceed 35%, for the front axle – shall not exceed 40%.

2. The intermediate parameters values (between the values given in the table) shall be measured by the means of the linear interpolation.

4.3 Permissible MV axle weights (mass)

Permissible MV axle weights shall not exceed the values given in Table 4.3

Table 4.3

	Number of axles	Weight, tons
1	For a single axle: - driven axle with single wheels - driven axle with twin wheels - driving axle with twin wheels - driving axle with twin wheels of the urban and suburban buses and trolleybuses	7,5 10 10 (11.5)* ¹ 11.5
2	For the coupled (double) axles of trailers or semitrailers with twin wheels the total axle weight (mass) shall not exceed the specified values upon the following distances between the axles: from 0.5 m to 1 m from 1 m to 1.3 m from 1.3 m to 1.8 m if the distance is 1.8 m or exceeds this length	12.0 15.0 16.0 (18.0)* 18.0 (20.0)*
3	For the coupled (double) axles of trailers or semitrailers with single wheels the total axle weight (mass) shall not exceed the specified values upon the following distances between the axles: from 0.5 m to 1 m from 1 m to 1.3 m from 1.3 m to 1.8 m if the distance is 1.8 m or exceeds this length	12 14 15 (16)* 17 (18)*
4	For the triaxial axles of trailers or semitrailers with twin wheels the total axle weight (mass) shall not exceed the specified values upon the following distances between the axles: from 0.5 m to 1 m from 1 m to 1.3 m from 1.3 m to 1.8 m if the distance is 1.8 m or exceeds this length	17.5 21 22.5(24)* 26.,5
5	For the triaxial axles of trailers or semitrailers with single wheels the total axle weight (mass) shall not exceed the specified values upon the following distances between the axles: from 0.5 m to 1 m from 1 m to 1.3 m from 1.3 m to 1.8 m if the distance is 1.8 m or exceeds this length	16.5 19.5 21(22.5)* 24.0

6	<p>For the coupled (double) driving axles of a cargo vehicle or a bus with twin wheels the total axle weight (mass) shall not exceed the specified values upon the following distances between the axles:</p> <p>from 0.5 m to 1 m</p> <p>from 1 m to 1.3 m</p> <p>from 1.3 m to 1.8 m</p> <p>if the distance is 1.8 m or exceeds this length</p>	<p>12</p> <p>14</p> <p>16 (18)*</p> <p>18 (20)*</p>
7	<p>For the coupled (double) driving axles of a cargo vehicle or a bus with single wheels the total axle weight (mass) shall not exceed the specified values upon the following distances between the axles:</p> <p>from 0.5 m to 1 m</p> <p>from 1 m to 1.3 m</p> <p>from 1.3 m to 1.8 m</p> <p>if the distance is 1.8 m or exceeds this length</p> <p>* - if axles are mounted on the air or a similar suspender.</p> <p>¹ Only for international transportation.</p>	<p>11</p> <p>14</p> <p>15 (16)*</p> <p>16 (18)*</p>

Notes:

1. The weight transferred to the driving axel(s) of a vehicle or a combined transport facility shall not be less than 25% of the vehicle or a combined transport facility's total weight.

2. When measuring MVs' weights and dimensions, the specified errors of the measuring equipment shall be taken into account.

At that, errors are interpreted to the advantage of the carriers.

Annex A
(Compulsory)
Motor vehicle classification

MV category	MV category characteristics
Category M: 4 wheel motor vehicles intended for transportation of passengers	
M ₁	Engined MVs intended for transportation of passengers; 8 seats + driver's seat; modifications of these MVs intended for transportation of small cargoes (pickup, universal, etc.), which gross weight is equal to the weight of the base light vehicle model.
M ₂	Engined MVs intended for transportation of passengers; more than 8 seats + driver's seat; maximum weight is less than 5 tons; modifications of these MVs: 3-8 seats + driver's seat; gross weight is equal to the weight of the base vehicle model.
M ₃	MVs having 8 seats + driver's seat; maximum weight is over 5 tons.
Category N: 4 wheel motor vehicles intended for transportation of cargoes	
N ₁	MVs with the maximum gross weight of 3.5 t (small-tonnage vehicles)
N ₂	MVs with the maximum gross weight over 3.5 t, but not exceeding 12 t.
N ₃	MVs with the gross weight over 12 t.
Category O: trailers (including semitrailers)	
O ₁	Two-wheel (single axle) trailers, other than semitrailers, having maximum weight of 0.75 t.
O ₂	Trailers with maximum weight of 3.5 t (except for O ₁ category trailers).
O ₃	Trailers with the maximum weight over 3.5 t, but not exceeding 10 t.
O ₄	Trailers with maximum weight over 10 t.

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Key words: motor vehicle (MV), axle, cargo truck, truck tractor (artic), trailer, semitrailer, road-train, weight (mass), dimensions.