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SUMMARY
COUNCIL OF MINISTERS

Decree n°35/09

Establishes the regulations of the Mandatory Motor Vehicle Public Liability Insurance instituted by article 10° from Legislation n°20/03 dated the 19th of August- Road Transports Basic Law.

COUNCIL OF MINISTERS
DECREE N° 35/09
11th of August

The frequency and relevance of the claims arising from road accidents have to be the object of special attention in order to ensure that the comfort of citizens and their quality of life are preserved.

By becoming more aware of the rights and values of the human being and of victim protection, it is necessary to ensure that all those whose interests have been hurt by someone else's behavior are ensured effective reparation, without being dependent on the originator's financial capacity.

It is becoming urgent to establish the compulsoriness of a public liability financial guarantee arising from the road circulation of motor vehicles, and it is also necessary to ensure that accident victims be compensated when there is no insurance and in other situations, by means of a specialized instrument, the Motor Vehicle Guarantee Fund, created by its own ruling.

Taking into consideration what has been established in Article 10 from legislation n° 20/03 of 19 August, Road Transport Basic Law,

According to paragraph d) of article 112 and article 113 of the Constitutional Law, the Government orders the following:

MANDATORY MOTOR VEHICLE PUBLIC LIABILITY INSURANCE

Chapter I

Object and scope of the mandatory insurance

Article 1
(Objective)

The present decree is aimed at the Mandatory Motor Vehicle Public Liability Insurance instituted by article 10 from Legislation n°20/03 dated the 19th of August, Road Transports Basic Law establishes the permanent rules and procedures to be followed by all stakeholders in order to comply with the motor vehicle public liability.

Article 2
(Obligation to insure)

1. Every person who may be liable for the reparation of patrimonial and non-patrimonial damages arising from bodily or material injuries caused to third parties by a motor vehicle, its trailers or semi-trailers, pedal cycles and bicycles, in order for such

vehicles to circulate, must be covered by an insurance ensuring such liability, in accordance with the present ruling.

2. The obligation mentioned in the previous paragraph also includes the cover mentioned in paragraph 2 of article 7 of present decree and does not apply to the people responsible for the circulation of railway vehicles.
3. People responsible for the circulation of machines, tractors, trailers and semi-trailers exclusively aimed at agricultural services, provided they circulate in any primary or secondary public road or in any city area, outside the production site, are bound to have the mandatory insurance mentioned in paragraph 1.

Article 3
(People subject to the obligation to insure)

1. The obligation to insure falls upon the owner of the vehicle, with the exception of the cases of usufruct, sale with retention of title and financial leasing system, where this obligation falls upon the usufructuary, purchaser or lessee, respectively.
2. In relation to the vehicle, if any other person enters into an insurance contract that meets the provisions of the present ruling, the obligation of the people mentioned in the previous paragraph is fulfilled, whilst such contract is in force.
3. Garage owners, workshops and licensed businesses, as well as any people or entities that normally pursue the manufacturing, assembly or processing, purchase and/or sale, repair, fixing or control of vehicles, are also bound to insure the public liability that they incur in when, because of their work, they use the above-mentioned vehicles in their professional capacity.

Article 4
(People exempt from the obligation to insure)

1. Regarding State vehicles, the Angolan State, political office-holders and Government members are exempt from the obligation to insure. However, it may be optionally decided by a Ministerial Ruling or an Instruction from the appropriate Minister, that their national, provincial or local organisms and departments, with their own secured or duly budgeted for and suitable resources, take this insurance.
2. Without prejudice to the provisions of previous paragraph the State vehicles distributed for personal use, permanent and regular are not included by the exemption to insure.
3. State vehicles allocated for personal, permanent and regular use which is not covered by the present exemption, except those that are allocated to the title-holders and members mentioned in paragraph n^o1.

4. the persons or entities that are exempt from the obligation to insure will answer in agreement with the general terms of present decree wherever applicable
5. People who are exempt from the obligation to insure, in accordance with paragraphs 1 and 2 of the present article, must provide evidence of such exemption, by means of certificate model Annexure A-1 which form an integral part of present decree, to be issued by the respective departments, and attach a disc to the windscreen at the opposite side of the driver's identifying the exemption situation, the responsible entity, the vehicle number registration and its validity with or without limitation, in accordance with the model included in the above-mentioned Annexure n° 1-A.
6. At the beginning of every year, the entities mentioned in the previous paragraph must publish in a big circulation official newspaper the above-mentioned exemption certificates and also put them up at their respective departments.

Article 5
(Territorial scope of the insurance)

1. The mandatory insurance created under the present ruling covers the whole territory.
2. In provincial headquarters where there is no insurance company representation, insurance companies must execute the present ruling through correspondents and/or agents, under penalty of incurring in a violation of the law punishable in accordance with article 31 of the present ruling.
3. The mandatory insurance may also cover public liability arising from the circulation of vehicles in other States that are signatories of the Yellow Card insurance, provided that the working mechanisms of the appropriate National Offices responsible for its administration and for the control and settlement of any balances pertaining to damage reparation have been implemented and created.

Article 6
(Vehicles registered or recorded abroad)

1. Any vehicles from other States that do not have a valid Yellow Card certificate for the period of their stay in the country must be insured at the border, by insurance companies that are licensed to operate in Angola.
2. Legal provisions pertaining to the institution and functioning, in Angola, of the National Department linked to the Yellow Card will be established by means of a Joint Executive Decree from the Ministers of Finance, Foreign Affairs and Transport.
3. The National Department mentioned in paragraph 2 will operate at the Insurance Company Association based on agreements between the insurance companies, to be ratified within the provisions mentioned in paragraph 2 of this article.

Article 7
(Scope of cover)

1. The public liability insurance envisaged in article 2 guarantees the obligation of indemnifying patrimonial and non-patrimonial damages resulting from bodily or material injury caused on third parties, in accordance with civil law, up to the sum compulsorily insured per claim and per originating vehicle and in relation to the damage arising from accidents that are not excluded in the present ruling.
2. Also covered by the insurance defined in article 2, up to the sum that has mandatorily been insured, are the provision of first aid to drivers and assistants of the insured vehicle, when they travel to other States, without prejudice of the insurer having right of recourse against any liable third parties, after the payment for such assistance has been made.

Article 8
(Malicious acts)

The insurance also guarantees public liability arising from any malicious acts, in which case the insurer has right of recourse against the person responsible for the accident.

Article 9
(Insured sum)

1. The sum obligatorily insured must be contracted for the amounts stipulated in the table included in annexure 2 of this ruling, which it is an integral part of.
2. Outside the respective limits stipulated therein, guarantees are optional and combined with the premium table defined in the present ruling.
3. If there are several injured parties entitled to indemnities which, overall, exceed the amount of the insured sum, their rights are proportionally reduced up until the concurrence of such amount.
4. The payment to an injured party of an indemnity higher than would have been the case under the terms of the previous paragraph, made in good faith and because the existence of other claims is not known, does not assume an obligation towards the other injured parties up except until the concurrence of the remaining portion of the insured sum.

Article 10
(People whose liability is guaranteed by the insurance)

1. The insurance ensures the public liability of the policyholder, of the people subject to the obligation to insure envisaged in article 3 and of legitimate vehicle holders and drivers.
2. In the cases of robbery, theft or theft of the use of vehicle, and of road accidents that have been caused with malicious intent, the insurance guarantees the liability due by their respective authors, accomplices or concealers, without prejudice of the provisions of the following paragraph.
3. The insurance does not guarantee the liability of the people mentioned in the previous paragraph toward the owner, usufructuary or lessee in a financial leasing system, and towards the authors or accomplices or towards any transported passengers who may have know about the illegitimate possession of the vehicle and who were transported therein of their own free will.

Article 11
(Insurance guarantee exclusions)

1. From the insurance guarantee are excluded any damages caused, as a result of any accidents, to the people listed below:
 - a) Driver of the vehicle and/or holder of the policy and additional people subject to the obligation to insure, except in the case of paragraph 2 of article 7;
 - b) Spouse, parents, children or adopted children of the people mentioned in the previous paragraph, as well as other relatives up until the third degree of the collateral line but, in this case, only when they live with them or are dependent on them;
 - c) Partners and legal representatives of legal persons or companies that are responsible for the accident and respective relatives, in accordance with subparagraph b);
 - d) Passengers transported in breach of the rules pertaining to passenger transportation included in the Road Code.
2. Even if the obligation to insure covers damages resulting from material injury, damages caused to the following are also excluded:
 - a) To the insured vehicle or any goods transported therein;

- b) To goods transported in the insured vehicle, during transportation or as a result of loading or unloading operations, except if such goods belong to passengers transported in collective passenger transports;
- c) Damage of any nature caused to any third parties, as a result of loading or unloading operations;
- d) Due to the direct or indirect effect of any explosion, heat and radiation release arising from the disintegration or fusion of atomic nucleus, artificial particle acceleration or radioactivity.

Article 12
(Insurance for sports events)

1. No motor vehicle sports events and their respective training sessions may be authorized without an insurance ensuring the public liability of organizers, vehicle owners and their holders and drivers for the damage caused by such vehicles.
2. Without prejudice of the provisions of the previous article, damages caused to participants and to the vehicles used by them are excluded from the insurance guarantee envisaged in the previous paragraph, as well as damages caused to the organizing body and any staff employed by it.

Chapter II
Insurance contract and evidence

Article 13
(Taking on mandatory insurance)

1. In the “Motor” line, insurance is obligatorily contracted under the exact terms envisaged in the present ruling and according to contractual and rate conditions in force, without prejudice of the provisions of sub-paragraph b) of paragraph 2 of article 32 of the present ruling.
2. Without prejudice of the nature of the Standard Tariff, insurance companies may submit for approval, to the Insurance Supervision Institute, their Own Tariff, detailing the effective conditions for its management, namely regarding the nature, categories, classes and types of vehicles, provided they do not counter the justifications envisaged in the applicable Insurance, Transports and Road Code legislation, or do not exceed the premium limits included in Tables 2-A and 2-B laid down in the present decree.
3. Under the terms envisaged in the previous paragraph, the insurance company may contemplate the deduction of the rates included in the tariffs for lower risk sites, by submitting their Own Tariffs in accordance with regulations.

4. By means of an agreement expressed in the insurance contract on risks I and II, an excess may be established according to which a portion of the indemnity due to any third parties is the responsibility of the policyholder; however, this guarantee limitation is not opposable to injured parties or their successors.

Article 14
(Refused insurance)

1. It is up to the Insurance Supervision Institute, following a request from the interested party, to lay down the conditions where risk must be accepted whenever all insurance companies pursuing the “Motor” line refuse to enter into, renew or change an insurance contract according to the present ruling, or just do it in exchange for a premium or conditions that are considered to be unacceptable by the interested party.
2. Every insurance company that refuses to enter into, renew or change the insurance contract must impart its decision, in writing, to the insured, justifying the reasons for such refusal.
3. Should one of the reasons for the refusal by the insurance company be the violation, by the insured, of any ruling, namely pertaining to transports or others, the insurance company must inform the appropriate authorities, and paragraph 5 of this article will consequently not be applied.
4. The insurance company may not allege the application of the premium table as a reason for the refusal.
5. It is up to the Insurance Supervision Institute to indicate which insurance company is bound to accept the above-mentioned insurance under the conditions defined by it, on a rotational basis, under penalty of having the “Motor” line suspended for a 6 month to 3 year period.
6. The criteria for choosing the insurance company, as well as the criteria for risk distribution among insurance companies and the means to determine the results, must be defined by a notice, instruction, or circular from the Insurance Supervision Institute.

Article 15
(Vehicle transfer)

1. All entities pursuing the vehicle sale business must demand from the buyer the document proving that the respective insurance has been taken, when they pick up the vehicle.
2. In the case a transfer of an insured vehicle, the effects of the insurance contract will cease at 12 p.m. of the day the vehicle was transferred, except if, before such time, it was used to insure another vehicle of the transferor.

3. The policyholder must inform the insurance company of the vehicle transfer within twenty four hours.
4. Should the obligation envisaged in the previous paragraph not be complied with, the policyholder will lose the right to the return of the premium pertaining to the period between the vehicle transfer time and the insurance annuity term.
5. The notice envisaged in paragraph 3 of this article must be accompanied by the temporary insurance certificate or by the public liability card which article 20 refers to.

Article 16
(Premium payment)

1. To the payment of the insurance premium and the consequences for its non-payment are applied the conditions included in the Insurance Contract ruling, together with the other operational conditions of insurance companies, within the existing procedures for the cancellation and suspension of insurance guarantees.
2. The charges levied in the tariff system must be included in the receipt issued by the insurance companies.

Article 17
(Opposability of exceptions to injured parties)

In addition to the exclusions or annulments that may be defined in the present ruling, the insurance company may only oppose to injured parties the suspension of the contract in accordance with paragraph 2 of article 15, or its termination or invalidity, under the terms of the applicable legislation, provided they precede the date of the claim.

Article 18
(Road and work accidents)

When there is simultaneously a road and a work accident, the provisions of this ruling are applicable, together with the provisions included in Decree 53/05 of 15 August, which has approved the Work Accidents and Occupational Diseases Legal System.

Article 19
(Right of recourse of the insurance company)

After the indemnity has been paid, the insurance company only has right of recourse in the following cases:

- a) Against the originator of the accident who may have caused it with malicious intent;

- b) Against the driver, if he/she is not legally qualified to drive or has acted under the influence of alcohol, narcotics or other drugs or toxic products, or if he/she has abandoned the accident victim;
- c) Against the person publicly liable for damages caused to any third parties due to the fall of any load arising from defective packaging;
- d) Against the authors and accomplices of theft, robbery and theft of the use of the vehicle that caused the accident.

Article 20
(Proof of insurance)

1. The Public Liability Certificate or the Temporary Insurance Certificate, when valid, as well as the Yellow Card, the International Insurance Certificate, valid for the period the vehicles are circulating in the country, guaranteeing the liabilities that are mandatorily insured for the vehicles from other Signatory States, constitute documents proving that the insurance has been taken.
2. Following the payment of the premium, the Public Liability Certificate mentioned in the previous paragraph will be issued by the insurance company within 60 days, at the most, from the time the contract is entered into, and will be renewed when the subsequent premium or fractions are paid, without prejudice of providing the insured a temporary insurance certificate, whilst the former has not issued the Certificate above.
3. The Public Liability Certificate and the Temporary Insurance Certificate must contain the certificate number, the policyholder's name and address, the validity period, the vehicle make, the registration and chassis/frame number, and regarding the Public Liability Certificate, the policy number, in accordance with model Annexure 1-B,.
4. The Public Liability Certificates and the Temporary Certificates issued by the insurance companies, constituting documentary evidence of insurance contracts which the people mentioned in paragraph 3 of article 3 are holders of, must obligatorily contain the certificate number, the policyholder's name and address, the categories of vehicle for which the insurance is effective, the validity term, the driver's license number and the name of its holder, as well as the policy number, in the case of the public liability certificates, or in accordance with model Annexure 1-B,.
5. The Yellow Card or International Insurance Certificate, issued by a body from other signatory countries, will be considered by Angolan courts and administrative and supervision authorities as insurance policies that have been legally issued in order to produce their effects in Angola.
6. In motor vehicles obliged to have insurance and registered in Angola, a disc must be attached to the windscreen on the opposite side of the driver's, issued by the insurance company, identifying, namely, the insurance company, the policy number, the registration number, vehicle make and insurance validity, in accordance with model Annexure 1-C, with a 10,5 cm x 7,5 cm size.

7. Model Annexure 1-C will be annually forwarded by every insurance company to the National Road and Traffic Department for perusal and deposit, within 15 days, after which it must be considered to be definitive.

Article 21
(Vehicle inspection)

The insurance company must demand the Vehicle Inspection Certificate, issued or certified by the National Road and Traffic Department or another appropriate body, either during the contract or at the time of its renewal, in accordance with the legislation in place on this matter.

Chapter III
Procedural rules

Article 22
(Legitimacy of the parties and other rules)

1. Any lawsuits intended to make the public liability arising from a road accident effective, whether they are pursued in a civil case or in criminal proceedings and, should an insurance exists, must obligatorily be brought against the insurance company and the person that is publicly liable.
2. The insurance company, if it so wishes may have the policyholder be a party in the lawsuits mentioned in the previous paragraph.
3. Whenever, for a reason that cannot be attributed to the injured party, it is not possible to determine which is the insurance company, he/she is entitled to directly sue the person that is publicly liable.
4. The defendant may be released from the obligation mentioned in the previous paragraph if he/she justifies that the vehicle owner or holder is someone else and identifies such person, in which case the latter is notified for the same purpose.
5. The non-fulfillment of the duty to indicate, or to submit a document identifying the insurance company covering the public liability regarding the circulation of the vehicle that was party to the accident within the period stipulated by the court, constitutes a violation punishable by a fine.
6. The lawsuits intended to make effective the public liability arising from a road accident caused by vehicles that are subject to the obligation to insure, when the liable person is known and does not have a valid or effective insurance, must obligatorily be instituted against the Vehicle Guarantee Fund, without prejudice of paragraph 7 of the present ruling, and against the person that is publicly liable, under penalty of being illegal.

7. The exclusions envisaged in paragraph 2 of article 11 are also exclusions applicable to the Vehicle Guarantee Fund.
8. In the lawsuits mentioned in paragraph 1 that are instituted in a civil case, a countercharge against the author and his/her insurance company is allowed.

Article 23
(Temporary indemnity)

1. In any civil or criminal case, after hearing the parties, without depending on a security, the judge may order a temporary indemnity in favor of the injured party, as a monthly income to be attributed for the definitive settlement of the damage and, within the sum that was compulsorily insured, never exceeding four fifths of its probable value.
2. The temporary indemnity will only be granted if there is a need arising from the accident and if there is strong evidence of the driver's liability.
3. During the proceedings, there may be a new temporary indemnity request.
4. The ruling allocating a temporary indemnity may be cancelled by the judgment that has appraised the merit of the matter.
5. Should there be a criminal lawsuit subject to a special court; the temporary indemnity may be requested by the appropriate civil court.

Article 24
(Repetition of temporary indemnity)

1. Should no charge be brought in the criminal case, when such charge has not been received or if the criminal lawsuit is closed, there should not be a new temporary indemnity if, within sixty days, if a civil lawsuit is not instituted.
2. The indemnity that paragraph 1 refers to should also not be repeated when, due to the author's negligence, the civil case is suspended for over 180 days or, if the defendant is absolved by the court, the applicant does not institute a new lawsuit within that same period.
3. The repetition of temporary indemnities will occur up until the limits established in paragraph 1 of article 23.
4. The abstinence ruling that has not received the charge or that has declared the criminal case closed must be notified to the injured parties; the period mentioned in paragraph n°1 of this article is counted from the respective notification.
5. The provisions of paragraph 1 of the present article does not prevent that, in a civil case that is instituted afterwards, or in the same case, a new temporary indemnity is

allocated and the injured party is exempted from returning the amounts that have already been received by him/her.

6. The final judgment, when it does not order any indemnity or allocate an indemnity that is lower than the one that has temporarily been established, must always condemn the injured party to return what is owed.

Chapter IV

Supervision and penalties

Article 25 (Licensing for circulation)

1. Vehicles covered by paragraph 1 of article 2 may only circulate in the country provided the obligation to insure laid down in the present ruling has been met.
2. Licenses of collective passenger or goods heavy vehicles, and of any hired vehicles, may not be issued without the respective interested party submitting an insurance policy for the mandatory covers.

Article 26 (Means of control)

1. Drivers or people who have the obligation to insure must show the respective documentary evidence that the insurance has been taken whenever requested to do so by the appropriate authorities.
2. In road supervision operations carried out by the appropriate authorities, any of the documents proving that the insurance mentioned in article 20 has been taken must be shown, together with the documents that are required by law for driving and circulating motor vehicles.

Article 27 (Seizure of vehicle)

1. Under the terms of the previous article, non-submission of the documentary evidence that the insurance has been taken within 8 days from the date it was requested implies the seizure of the vehicle, which will continue whilst evidence that the insurance contract has been entered into to the body that ordered the seizure is not presented.
2. In case of an accident, the absence of the documentary evidence of the insurance will imply the immediate seizure of the vehicle by the authority or the official who took note of the event.

3. The seizure will continue until evidence is presented, in accordance with paragraph 1 of the present ruling, of the existence, on the date of the accident, of an insurance contract, or until a surety for the minimum insurance amounts has been provided or until the indemnity owed had been paid.
4. When payment is made by the Road Guarantee Fund, the seizure of the vehicle will continue until it is fully compensated for incurred amounts and expenses.
5. If, a year after having indemnified the injured party, the Road Guarantee Fund has not been compensated for incurred amounts and expenses, it is entitled, when the seized vehicle belongs to the person that is publicly liable, to be compensated up until the disbursed amount, from the income derived from the sale of the vehicle at an auction, under the terms of the regulation in force. Should the sale value be higher than the above-mentioned amount to be compensated, the difference will be reimbursable in favor of the vehicle's owner.
6. The Road Guarantee Fund is not entitled to the right mentioned in the previous paragraph, when the vehicle is liable to be declared forfeited in favour of the State, or hurts any investigation or instruction under way at a criminal case, due to the fact that the vehicle has served as a crime instrument.
7. The provisions of the previous paragraphs do not apply to the insurance envisaged in paragraph 3 of article 3.

Article 28
(Supervisory bodies)

The fulfillment of the obligations laid down in this ruling is ensured by the appropriate authorities and officials with jurisdiction to supervise road transport and traffic.

Article 29
(Violations and penalty division)

1. The circulation of a vehicle covered by the mandatory vehicle insurance not accompanied by the appropriate documentary evidence that the insurance has been taken incurs in a penalty in Kwanzas equal to UCF = 283 to UCF = 377.
2. Placing in circulation, or the mere consent given for such purpose, of a vehicle in relation to which the public liability insurance arising from its circulation has not been taken incurs in a penalty in Kwanzas equal to UCF = 330 to UCF = 406.
3. Without prejudice of the previous paragraphs, non-submission, within 8 days, of the documentary evidence that the insurance has been taken by the person obliged to insure, following notification by the authorities responsible for its respective supervision, incurs in a penalty in Kwanzas equal to UCF = 377 to UCF = 462.

4. The inappropriate use of the documentary evidence that the insurance has been taken, namely by forgery, incurs in a penalty in Kwanzas equal to UCF = 453 to UCF = 547.
5. Penalties applied in accordance with the present ruling will revert: 40% to the Single Treasury Account, 20% for the Motor Guarantee Fund, 20% for the Road Fund and the remaining 20% either to the National Road and Traffic Department or to the National Customs Department, depending on which one of these two bodies makes the booking, under the terms of the legislation in force.

Article 30
(Genuine documents)

The Temporary Insurance Certificate and the Public Liability Certificate, as well as the Yellow Card, are considered to be genuine documents, which is why its forgery or fraudulent use will be punished under the terms of the Penal Code, without prejudice of any legal provisions on the probative value of the above-mentioned insurance documents, that may be approved by the Council of Ministers.

Article 31
(Sanctions applicable to insurance companies)

Any violations, by insurance companies, of the legal provisions on the mandatory motor vehicle public liability insurance will be punished in accordance with the principles applicable to the violations pertaining to the pursuit of the insurance business, laid down in a ruling on this matter.

Chapter V
Final Provisions

Article 32
(Standard conditions and respective changes)

1. The conditions of the standard policy, in accordance with annexure 3 that is an integral part of this ruling, have been approved.
2. Regarding the Tariff System **in place**, the following has been defined:
 - a) Tariff **rules** related to the Motor Vehicle Public Liability have become mandatory in the present ruling, of which it is an integral part of;
 - b) Once the Public Liability premium tables included in Annexures 2-A and 2-B, which are an integral part of this decree, in accordance with paragraph 2 of Article 9, come into force, all other premium tables that are contrary to the former **become null and void**;

- c) Only charge rates meant for the motor line fall on the premiums established in annexures 2-A and 2-B, as well as any fiscal and parafiscal rates envisaged in the tariff system in place, and the insurance company may not charge other charges and current management costs, without prejudice of the opportunity of applying or not the updating rate for its safety margin, in accordance with the **legislation in force**;
 - d) Capital limits and UCF premiums set in the tables of the present ruling will only change in accordance with paragraph 3 of this article; only the corresponding amount in national currency will vary, depending on the respective date.
3. It is up to the Ministry of Finance to approve the changes or revisions of the standard policy, conditions tariffs and tables of the “Motor” line, adapted to the present legal ruling, to execute the changes regarding the premium payment system within the specific scope of the present ruling, and also regarding the insured capital limits stipulated in article 9 and its attached table, by its own initiative or by the initiative of the insurance companies, at any time, whenever appropriate, after hearing the Insurance Supervision Institute.

**Article 33
(Brokerage commissions)**

Regarding the minimum capital limits of the mandatory motor vehicle public liability insurance, brokerage commissions must not be paid by insurance companies, under the terms of the ruling on the Direct Insurance Mediation and Brokerage of.

**Article 34
(Data centre)**

1. The appropriate body from the Ministry of the Interior, together with the National Road Transport Department and the Insurance Company Association, must monitor the Data Centre, with the support of the financial resources of the insurance companies, based on protocols.
2. The above-mentioned Data Centre contains the following:
 - a) National Drivers and Driver’s Licenses File;
 - b) National Registration File;
 - c) National Motor Claims and Frauds File.
3. The Insurance Supervision Institute, the National Road Transport Department and insurance companies have direct access to the Data Centre, and are also bound to provide the necessary information for its maintenance and permanent updating.
4. The information gathered at the Centre pertaining to sub-paragraph c) of paragraph 2 does not annul the technical and statistical indicators presented by the Insurance

Supervision Institute, through the Compulsory and Periodic Information System that has been implemented to control the insurance business.

Article 35
(Relationship with the legislation on the insurance contract)

1. Regarding everything that is not inconsistent with the system defined in this ruling, the provisions of Decree 2/02 of 11 February on the Insurance Contract are applicable.
2. Within the returns due for early termination of insurance contracts, the provisions of paragraph 4 of article 12 of Decree 2/02 of 11 February will prevail, in relation to the total premium for the calculation of returns to be made; all other provisions that are contrary to the former **become null and void**.

Article 36
(Queries and omissions)

Any queries and omissions arising from the interpretation and application of the present ruling will be settled by a Decree from the Council of Ministers.

Article 37
(Coming into force)

The present ruling comes into force **180** days after its publication.

Seen and approved at the Council of Ministers, in Luanda, on 22nd of April 2009.

THE PRIME MINISTER
ANTÓNIO PAULO KASSOMA

Promulgated on 20th July 2009

May it be published.

THE PRESIDENT OF THE REPUBLIC
JOSÉ EDUARDO DOS SANTOS

Annexure 1-A

(which paragraphs 5 and 6 of article 4 refer to)

REPUBLIC OF ANGOLA

EXEMPTION CERTIFICATE NO. _____ / _____ (1)

- A) Name of institution (2) -----
- B) Issues the present mandatory motor vehicle public liability insurance exemption certificate for the vehicles at its service that have been officially allocated under the terms of paragraph 5 of article 4 of the above-mentioned ruling in force.
- C) Guarantees that it will respond for the bodily and material damages caused by the above-mentioned vehicles, under the terms of paragraph 4 of article 4 and as envisaged in its regulation in place approved under (3) -----

which has on this day been deposited at the Ministries of Finance, of the Interior and of Transport.

- D) It allocates the **service** area ----- located in ----- tel. no. ----- for receiving the reports of any accidents that may have occurred.
- E) Under its honor, it declares that it will comply with the obligation of placing a disc attached to the windscreen on the opposite side of the driver's in official and protocol vehicles, for control and verification purposes by the appropriate authorities; the identification elements will be included in the attached disc model (4).

Issued by

Checked by

Deposited in

_____(2)

Minister of Justice

Minister of Finance

Minister of Foreign Affairs
(for the case of the envisaged foreign States and international organizations)

Minister of the Interior

Minister of Transport

Luanda, ____ / ____ / ____

Note: After being initialed and stamped, and bearing the respective embossed seals, this Exemption Certificate must be published in the press, namely in the biggest circulation newspaper, and must also accompany the vehicle it pertains to.

- (1) Number to be allocated by each institution.
- (2) Of the Angolan State (Ministries, Provincial Governments, National Assembly, etc.), of Foreign States (Embassies, etc.) and of envisaged International Organizations.
- (3) Indicate the Ruling, Directive, Government Gazette, that approved the regulation to be deposited.
- (4) Disc to be reproduced for every vehicle and to be filled in by the effective body that the vehicles may be attached to.

(Disc model that sub-paragraph E of annexure 1-A refers to) (4)

Republic of Angola

Disc no. ____/____ (Exemption document)

Responsible body _____

Name of dependent organ, Department or Unit _____

Vehicle registration _____ Make _____

Disc issued under exemption certificate no. _____/_____

Validity: Inception ____/____/____ End ____/____/____

THE OFFICIAL

(Signature and stamp)

Annexure 1-B

(Which paragraphs 3 and 4 of article 20 refer to)

REPUBLIC OF ANGOLA

MOTOR VEHICLE PUBLIC LIABILITY CERTIFICATE NO. _____ / _____

- A) Name of Policyholder _____
- B) Driver's license no. / name of driver's license holder _____
- C) Address _____
- D) Policy number _____
- E) Vehicle category (a) _____ Make (a) _____
- F) Registration (a) _____
- G) Chassis/frame (a) _____
- H) Validity: Inception _____ / _____ / _____ End _____ / _____ / _____

THE INSURANCE COMPANY

(Signature and stamp)

(a) In the case of paragraph 3 of article 3, please do not fill in.

ANNEXURE 1-C

(Disc model that paragraph 6 of Article 20 refers to, to be issued by insurance companies annually in single measurements and colours)

Republic of Angola

Disc no. ____ / ____ (Documentary Evidence of Insurance Taken)

Insurance Company _____

Policy Number _____

Vehicle registration _____ Make _____

Disc issued under motor public liability certificate no. ____ / ____

Validity: Inception ____ / ____ / ____ End ____ / ____ / ____

THE OFFICIAL

(Signature and stamp)

Annexure N° 2
(As referred to in n°1 article 9°)
Kwanzas equivalents to a UCF

1. Velocipede with auxiliary motor, motorcycles and bicycles.....76 000,00
2. Light motor vehicles.....152 000,00
3. Light motor vehicles taxi or rental per km without driver.....152 000,00
4. Transport of passengers heavy weight vehicles up to 40 seats:
Damages to third parties not transported.....304 000, 00(**)
Damages to third parties to transported passengers.....304 000, 00 (***)
5. Transport of passengers in heavy weight vehicles up to 90 seats:
Damages to third parties not transported.....456 000, 00(*)
Damages to third parties transported.....456 000, 00 (**)
6. Transport of passengers in heavy weight vehicles over 90 seats:
Damages to third parties not transported.....912 000, 00 (**)
Damages to third parties not transported.....912 000, 00(***)
7. Heavy duty motor vehicles for goods and industrial machinery.304 000,00
8. Sports proves
by event:
Motorcycle event.....152 000, 00
Motor event304 000, 00
9. First aid to drivers and helpers of insured vehicle in circulation on countries that
subscribe to Yellow Card.....15 200(****)

(*) Conversion of 1UCF=Kz53, 00- Dispatch n°221/06, dated the 7th of April.

(**) Includes material damages:

(***) Taking into consideration the capacity of vehicle and value to be charged per passenger as established in line item a) of risk II from article 9° from “Motor Sector Tariff” as established in Executive Decree n°58/02 dated the 5th of December, from the Tariff Systems which annexure III forms an integral part of present Decree in accordance with the terms of n°2 of article 32°.

(****) In accordance with the terms n° 2 of article 7° present Decree.

ANNEXURE 2-A

(in accordance with sub-paragraph b) of article 32)

Public Liability Premium Table

for a minimum capital equal to UCF 152.000,00 for bodily and material damages

Code	Categories	Public Liability Premiums in Kz equal to UCF		
LP	Private light motor vehicle	9 seats up to	1.600cc	380,00
		Up to	2.500cc	471,00
		Above	2.500cc	494,00
LA	Hired light motor vehicle (including marriage and funeral vehicles)	9 seats up to	1.600cc	638,00
		Up to	2.500cc	699,00
		Above	2.500cc	760,00
LA	Hired light motor vehicle without driver (including marriage vehicles)	9 seats up to	1.600cc	684,00
		Up to	2.500cc	790,00
		Above	2.500cc	882,00
TX	9 seat taxi	Up to	1.500cc	927,00
		Up to	2.500cc	1.064,00
		Above	2.500cc	1.230,00
TX	“Collective Use” taxi	Up to	1.500cc	988,00
		Up to	2.500cc	1.125,00
		Above	2.500cc	1.234,00
MI	Combined from 650kg up to 1100kg	Up to	1.500cc	532,00
		Up to	2.500cc	562,00
		Above	2.500cc	608,00
CP	Private pick-up truck	Up until 3.600kg, up until	1.500cc	760,00
		Up until 3.600kg, up until	2.500cc	904,00
		Up until 3.600kg, above	2.500cc	1.064,00
	Private truck	Up until 10.000kg, up until	1.500cc	1.315,00
		Up until 10.000kg, above	1.500cc	1.475,00
		Above 10.000kg, up until	1.500cc	1.596,00
	Above 10.000kg and above	1.500cc	1.786,00	
CA	Hired Pick up Truck	Up until 3.600kg, up until	1.500cc	798,00
		Up until 3.600kg, up until	2.500cc	958,00
		Up until 3.600kg, above	2.500cc	1.087,00
	Hired truck	Up until 10.000kg, up until	1.500cc	1.596,00
		Up until 10.000kg, above	1.500cc	1.778,00
		Above 10.000kg, up until	1.500cc	1.953,00
	Above 10.000kg and above	1.500cc	2.113,00	
PA	Hired heavy vehicle without driver (bus and truck)	Up until	1.500cc	1.845,00
		Up until	2.500cc	1.961,00
		Above	2.500cc	2.146,00
AP	Private bus	Up until	1.500cc	783,00
		Up until	2.500cc	897,00
		Above	2.500cc	1.034,00
AA	Hired collective bus (to be adjusted in Own Tariff in accordance with par. 2 of article 12)	Up until	1.500cc	1.315,00
		Up until 3600kg	2.500cc	1.474,00
		Above	2.500cc	1.596,00
CE	Road cylinder	Single rate		365,00
EM	Forklifts	Single rate		222,00
ET	Excavators/Earthmovers	Single rate		582,00
GA	Vehicle cranes	Single rate		365,00
MC	Agricultural vehicles with engine	Single rate		182,00
MS	Agricultural vehicles without engine	Single rate		152,00
DU	Dumpers	Single rate		222,00
AT	Trailers (either for light motor vehicles or for	Up until 500kg		228,00

	the remaining vehicles to be adjusted in Own Tariff in accordance with paragraph. 2 of article 12)	Up until 1.600kg Up until 3.600kg Above 3.600kg	243,00 304,00 380,00
MO	Motorcycles (X ¹) (Simple or with a sidecar to be adjusted in Own Tariff in accordance with par. 2 of article 12) (X ²)	Up until 100cc Up until 500cc Above 500cc	144,00 228,00 274,00
VC	Pedal Cycles (X ²)	Single rate	100,00
BI	Bicycles	Single rate	23,00

X¹ including 3 and 4 wheel motorcycles and mopeds/pedal cycles and bicycles provided with an engine

X² including tricycles and quadrucycles, to be adjusted in Own Tariff in accordance with par. 2 of article 12

(X¹) (X²) See remark b) of annexure 2-B

Annexure 2-B

(In accordance with paragraph 2 of article 12)
Public Liability Premium Table for other special category vehicles
(For a minimum capital equal to UCF 152.000.00 for bodily and material damages)
Public Liability Premiums in Kz equal to UCF*

Code	Category	UCF Premium
VA	Light articulated vehicle	1.360.00
	Heavy articulated vehicle	1.953.00
TI	Industrial tractor	152.00
AB	Light ambulance	304.00
	Heavy ambulance	380.00
PS	Light breakdown vehicle	380.00
	Heavy breakdown vehicle	912.00
MIE	Motorcycles for training and driving exams	258.00
VLIE	Light vehicles for training and driving exams	304.00
VPIE	Heavy vehicles for training and driving exams (including pick-up truck)	1.034.00
VHU	Urban cleaning vehicles	Free
VB	Fire trucks	380.00
VTMP	Vehicles for transporting hazardous materials	Free
DV	Sundry vehicles (without prejudice of paragraph 2 of article 12)	Free

REMARKS

- a) The Public Liability premiums included in tables 2-A and 2-B refer to the capital limit of UCF 152.000,00.

For other capitals higher than the minimum stipulated amounts, the premium is increased by the following amounts:

Capital equal to UCF	304.000.00	premium increased by 50%
“ “ “	456.000.00	premium increased by 65%
“ “ “	912.000.00	premium increased by 75%
“ “ “	1.520.000.00	premium increased by 100%

- b) In the case of motorcycles, mopeds and bicycles, whose liability minimum limit is UCF 76.000.00, in case of optional underwriting of the limit equal to UCF 152.000.00, the premium is increased by 10%, followed by the remaining increases in accordance with sub-paragraph a) above.

* Conversion of 1UCF = KZ 53 – Ruling 221/06 of 7 April