

CASCO+ MOTOR INSURANCE

DZI – General Insurance JSC offers insurance protection for your car and for your personal comfort in case of occurrence of any of the insurance events specified as covered risks in the insurance contract. Depending on your needs, we offer the most appropriate protection for your vehicle against risks grouped in the following insurance clauses:

- Full Casco
- Super
- Total Loss
- Theft and Robbery of the Whole Vehicle.

Under the insurance, coverage shall be provided for motor vehicles with Bulgarian registration plates: passenger and freight vehicles, luggage and camping trailers, cargo trailers and semi-trailers, buses, agricultural and forestry machinery, construction and road-construction machinery, motorcycles.

The sum insured is negotiated between you and DZI, in accordance with the actual value of your car as of the date of conclusion of the insurance. Based on the data provided about the make and model of the vehicle, year of manufacture and other technical characteristics, a representative of DZI will determine its actual value.

Provided with clauses „Full Casco“ and „Super“ are: „Assistance Services for the Republic of Bulgaria“ - in case of occurrence of an insured event and „Assistance Services Abroad“ - in case of occurrence of a road traffic accident (RTA).

WITH CASCO+ MOTOR INSURANCE, YOU CAN ALSO CONCLUDE:

INSURANCE „HELP ON THE ROAD“

For security and comfort during your travel, the insurance „Help on the Road“ of DZI - General Insurance JSC provides you with assistance services representing immediate help on the road for you and your car if your vehicle is immobilized in case of occurrence of an unexpected event covered under the conditions of your selected cover.

We, through the Assistance Company - our contractual partner, provide you with free transportation (roadside assistance), ensure technical assistance and labour for the damaged motor vehicle (MV) in the event of its immobilization upon the occurrence of: road traffic accident (RTA), malicious acts or in case of technical failure, as well as in the case of use of wrong fuel, flat tyre, etc.

In case of occurrence of an event with the insured MV, we shall pay directly to the Assistance Company any expenses incurred for the transportation of your vehicle and for any other services rendered or will organize the provision of services in accordance with the covers and up to the limits of your selected coverage.

We provide insurance protection for you and your vehicle on the territory of the Republic of Bulgaria and abroad - in the member states of the European Union and other member states of the International Green Card System.

Under the insurance, coverage is provided for motor vehicles with Bulgarian registration plates: passenger cars and trucks, caravans and trailers with gross weight of up to 3.5 tons, with up to 9 seats (including the driver's seat) and motorcycles.

Depending on your needs, we offer the most appropriate protection for the car and the passengers in the vehicle, against services grouped in the following insurance clauses:

- „Premium“;
- „VIP“;
- „Abroad“

The insurance premium for both insurances is determined based on the DZI Tariff in force at the date of conclusion of the insurance and is payable in a single payment or in installments - according to your choice.

The General Terms and Conditions are an integral part of the insurance contract and they determine the insurance coverages, the exclusions, the conditions for conclusion, modification and termination, as well as the rights and obligations of the contracting parties. The specific parameters of the contract are described in the insurance policy.

If necessary or in case of occurrence of an insured event, you can contact us through our Contact Centre at tel.: 0700 16 166 or by e-mail to: clients@dzi.bg, as well as file a claim at any claim handling centre or office of the INSURER.

Pre-contractual information in accordance with the requirements of the Insurance Code

DZI – General Insurance JSC is an insurer established in the Republic of Bulgaria, with registered office at: 1463 Sofia, 89 B, Vitosha Blvd.

Users of insurance services may file complaints in relation to claims for payment of insurance indemnities at any territorial unit of the insurer (Head Office, head agency, agency, office) in writing or by e-mail to: clients@dzi.bg The rules of DZI – General Insurance JSC for settlement of claims under Article 104, paragraph 1 of the Insurance Code are published on the corporate website of the company: www.dzi.bg, in section “Help in case of a claim”.

Users of insurance services may file complaints in relation to insurance activities to the Financial Supervision Commission and/or other competent state authorities.

On the territory of the Republic of Bulgaria, disputes relating to the provision of insurance services may be considered extrajudicially in alternative dispute resolution /ADR/ proceedings before the Conciliation Committee for disputes in the sector of insurance within the Commission for Consumer Protection or through mediation.

The Solvency and Financial Condition Report /SFCR/ of DZI – General Insurance JSC is published on the corporate website of the company: www.dzi.bg, in section “Corporate Sustainability”.

In the sales of insurance products the remuneration for the distributors is paid by DZI – General Insurance JSC as follows:

- Labour employment remuneration under the Labour Code for employees of the insurer carrying out direct sales;
- Commission remuneration for insurance intermediaries.

Regardless of the nature of the remuneration, the same does not change the amount of the insurance premium payable by the user.

Prior to purchasing an insurance product from the insurer or from an intermediary acting on the assignment of the insurer, the user may request an individual offer whereby to be provided with advice within the meaning of Article 324, paragraph 1, item 7 of the Insurance Code.

The law applicable to insurance contracts concluded under these General Terms and Conditions, is the Bulgarian law.

GENERAL TERMS AND CONDITIONS OF CASCO+ MOTOR INSURANCE

SECTION I: GENERAL PROVISIONS

1. SUBJECT OF THE INSURANCE

1.1. Pursuant to these General Terms and Conditions DZI – General Insurance JSC, hereinafter referred to as the "INSURER", shall conclude contracts for CASCO+ Insurance, with covers "CASCO" of the motor vehicle, "Assistance services on the territory of the Republic of Bulgaria" and "Assistance services abroad", and against payment of an insurance premium shall provide insurance protection covering partial damage or total loss of the motor vehicle, as well as additional costs incurred as a result of occurring insured events.

1.2 Depending on the selected coverage (Clause), subject to insurance may be damages from total loss of the motor vehicle, including in case of theft or robbery of the whole vehicle or damages from total loss and partial damage to the motor vehicle.

2. OBJECT OF THE INSURANCE

2.1. Insured under these General Terms and Conditions shall be roadworthy land vehicles (excluding rail vehicles) driven by their own engine, and the attached thereto trailers and semi-trailers designed for road traffic and equipped with Bulgarian registration plates, trolley buses, agricultural, construction, intra-factory and other special-purpose wheeled and tracked vehicles registered under the Bulgarian legislation. Under special conditions, the INSURER may also insure motor vehicles, which are not subject to registration, motor vehicles without registration plates and motor vehicles with foreign registration.

2.2. At the request of the Applicant for Insurance, following an explicit indication in the insurance contract, payment of an additional premium and performance of an inspection and an evaluation, the INSURER may also insure additionally installed stationary multimedia equipment in the motor vehicle, which is not included in the base model of the vehicle, such as audio and/or video equipment, including navigation equipment, only when it is part of the audio and/or video equipment.

3. CONCLUSION AND FORM OF THE INSURANCE CONTRACT

3.1. The insurance contract shall be concluded in writing in the form of an insurance policy or another written act. An integral part of the insurance contract shall be: The Proposal-Questionnaire for conclusion of the insurance, the General Terms and Conditions of the insurance, the policy, any endorsements (annexes) thereto, the inspection protocol and the documents for the premium paid.

3.2. For each insured motor vehicle, a separate insurance policy shall be concluded.

3.3. The insurance contract shall be concluded on the basis of a Proposal-Questionnaire completed and signed by the Applicant for Insurance, on a form of the INSURER, in which the Applicant for Insurance shall be required to answer in writing the questions put by the INSURER. The answers to these questions must contain all the circumstances known to him/her and that are essential for risk assessment and the conditions under which the insurance shall be concluded.

3.4. At the conclusion of the contract, the INSURING PARTY shall present: an original Certificate of Registration of the motor vehicle, and for a newly-purchased motor vehicle - an invoice and/or customs declaration or another document certifying the particulars mentioned in the Proposal-Questionnaire, as well as any technical documentation of the motor vehicle, if available.

3.5. Upon conclusion of the insurance contract, the INSURED/INSURING PARTY shall be obliged to provide to the INSURER the motor vehicle for inspection not earlier than ten days before the date specified in the policy as the start date of the insurance coverage. A representative of the INSURER shall obligatorily perform an inspection and take pictures of the motor vehicle, which shall include identification, determination of its technical condition and the presence of any damages to and missing parts of the motor vehicle.

3.6. The INSURED/INSURING PARTY shall be obliged to present for inspection a roadworthy motor vehicle, in good condition, with a possibility for visibility of all components, to provide full access to the motor vehicle for identification and present all locking mechanisms and activating devices of the security devices.

3.7. The INSURER shall issue an inspection protocol of the motor vehicle with the inspection findings, which shall be signed by both parties electronically (by placing a signature on an electronic device) or on a hard copy. A copy of the protocol of the inspection of the motor vehicle shall be delivered to the INSURED/INSURING PARTY by e-mail or on a hard copy.

3.8. Any damaged components and missing parts established during the inspection shall not be subject to compensation under the conditions of the contract. Repairing of damages and recovery of missing parts shall be certified by a new inspection and photographing of the motor vehicle by the INSURER.

3.9. Upon renewal of the insurance contract without interruption, an inspection of the motor vehicle shall be carried out at the discretion of the INSURER. The requirement for performance of an inspection shall be stated in the insurance contract and the INSURED/INSURING PARTY or their representative shall be obliged to present the motor vehicle for inspection by the INSURER in the case of such a requirement.

3.10. Upon renewal of the insurance contract without a requirement for performance of an inspection, all missing components and damages from the previous insurance contract shall be considered as unrecovered damages. The INSURED/INSURING PARTY shall have the right to request performance of an inspection to certify the elimination of damages and missing components under the previous contract.

3.11. During the period of the insurance contract, the INSURING PARTY shall be obliged to communicate to the INSURER any change in his/her name, or company name, or address for correspondence as specified in the insurance contract or in any document submitted to the INSURER. If he/she does not fulfill this obligation or gives incorrect information, each written statement on the part of the INSURER, sent by it to the last declared address of the INSURING PARTY, shall be deemed to have been delivered and received by the INSURING PARTY with all the legal implications provided for by the law or the contract.

4. ENTRY INTO FORCE AND DURATION OF THE INSURANCE CONTRACT

4.1. The insurance coverage shall enter into force on the date and time specified as commencement in the insurance contract and on condition that:

4.1.1. the entire premium due has been paid or the first premium installment thereof in the case of deferred payment of the premium;

4.1.2. an inspection of the motor vehicle has been carried out and pictures have been taken by a representative of the INSURER, according to [Section I, Item 3.5.](#) or in the cases where the INSURER has set a requirement for that. The performance of the inspection shall be certified by a protocol signed by the INSURED/INSURING PARTY and the INSURER;

4.1.3. the motor vehicle has been equipped with a properly functioning alarm system or immobilizer and additional security devices, according to [Section II, Item 8.2.](#), in the cases where the INSURER has set a requirement for that and the same has been recorded in the insurance contract concerning the coverage against the risks "Theft" or "Robbery" of the whole motor vehicle.

4.2. The insurance cover shall expire on the date and time specified in the insurance contract as end of the insurance.

4.3. The insurance contract shall be concluded for a period of one year or another period agreed between the parties and specified in the insurance contract.

5. INSURANCE PREMIUM

5.1. The insurance premium shall be determined by the INSURER for a period not longer than one year (insurance period), whereat the beginning and end of the insurance period shall coincide with the dates specified in the insurance policy as dates of commencement and end of the insurance cover, unless otherwise agreed in the insurance contract.

5.2. Insurance premium or the first premium installment payment in case of deferred payment shall be paid in full by the INSURING PARTY at the conclusion of the insurance.

5.3. In case of deferred payment, insurance premium installments shall be paid within the time limits agreed in the insurance policy. If the INSURING PARTY fails to pay the full amount of a due installment payment within the agreed term, the cover under the insurance contract shall be terminated at 24:00 hours on the 15th day after the maturity date.

5.4. Insurance premium shall be accrued in the same currency in which the sum insured has been determined, and shall be paid in its BGN equivalent according to the central rate of the Bulgarian National Bank as of the date of payment.

If the insured event occurs before the insurance premium has been fully paid by the Insuring Party, the Insurer may deduct the amount of outstanding premium from the insurance indemnity or amount due.

5.6. If during the validity period of the contract insurance risk significantly increases or decreases, either party may invite the other to change the insurance premium or terminate the contract.

5.6.1. In case of a unilateral increase of the premium due to significant increase of the insurance risk, the INSURER shall notify the INSURING PARTY/INSURED within one month before the entry into force of such an increase. In case of disagreement with the increased premium amount, the INSURING PARTY shall have the right to terminate the insurance contract by sending a written request to the INSURER. The right of termination on this ground may be exercised within one month from the date of receipt of the notification of the change;

5.6.2. If the INSURER does not accept the request of the INSURING PARTY for reduction of the insurance premium, the INSURING PARTY shall have the right to terminate the contract without notice.

5.7. Within the meaning of Section I, [item 5.6](#) and [item 6.7.1.](#), a significant increase in insurance risk shall always be present in the case of change of:

5.7.1. a circumstance about which the INSURER has put a question in writing upon the conclusion or renewal of the insurance contract;

5.7.2. ownership of the insured motor vehicle during the contract period if:

5.7.2.1. there is a change of the place and/or the type of registration of the motor vehicle;

5.7.2.2. there is a change of the purpose of the motor vehicle;

5.7.2.3. there is a change in the individual risk profile of the owner of the motor vehicle according to the current tariff of the INSURER and/or there are grounds to apply additional premium for increased risk;

5.7.2.4. the previous owner has been granted special conditions when determining the insurance premium and the insurance covers.

6. CHANGE OF OWNERSHIP

6.1. If during the validity of the insurance contract there is transfer of ownership of the insured motor vehicle, the new owner shall enter into the rights and obligations of the INSURED under the insurance contract.

6.2. The old and the new owner shall be jointly and severally liable for payment of the outstanding portion of the premium to the date of transfer of ownership.

6.3. The INSURER shall have the right to terminate the insurance contract with the new owner of the insured motor vehicle with one-month written notice. The right of termination may be exercised by the INSURER within one month of becoming aware of the change in the right of ownership of the insured MV.

6.4. In case of change of ownership during the validity of the insurance contract, the new owner shall have the right to terminate the insurance relationship immediately by notifying the INSURER in writing thereof. The right of termination may be exercised by the new owner within one month of the acquisition or, if he/she has not been aware of the existence of the insurance contract - after becoming aware about it.

6.5. In case of termination of the insurance relationship under Section I, item 6.3. and item 6.4., the old owner shall be obliged to pay the premium due until the date of termination.

6.6. In case of termination of the insurance contract, the INSURER shall be obliged to return to the old owner the portion of the premium corresponding to the period after the termination date of the insurance coverage.

6.7. The new or the old owner shall be obliged to notify the INSURER in writing within 7 days of the transfer of ownership. In case of failure to comply with this obligation and on condition that an insured event has occurred after the expiry of one month from the date of transfer of the ownership right, the INSURER shall:

6.7.1. not pay insurance indemnity provided that it would not have concluded the existing contract with the new owner due to a significant increase in the risk.

6.7.2. reduce the insurance compensation provided that there are prerequisites for increase of the insurance premium due to a significant increase in the risk;

6.8. The INSURER shall not be able to exercise its rights under Section I, item 6.7.1. and item 6.7.2. if at the time of occurrence of the insured event it had been aware of the transfer of the ownership right or the term specified in Section I, item 6.3. had expired and the INSURER had not terminated the contract.

7. AMENDMENT OF THE INSURANCE CONTRACT

7.1. During its validity period, the contract may be amended by mutual agreement of the parties. Amendments shall be drawn up in endorsements (annexes) signed by both parties, and shall constitute an integral part of the insurance contract.

7.2. The INSURER may propose an amendment to the contract when it has become aware that circumstances of significant importance for the risk have occurred during the period of the contract or have been misrepresented or concealed upon the conclusion of the insurance contract.

8. TERMINATION OF THE INSURANCE CONTRACT

8.1. The insurance contract shall be terminated:

8.1.1. Upon expiry of the term for which it has been concluded;

8.1.2. In case the insurable interest ceases to exist - the INSURED/the INSURING PARTY shall be obliged to immediately notify the INSURER in writing. Termination shall take effect from the date on which the insurable interest ceases to exist;

8.1.3. Upon payment of compensation for a total loss;

8.1.4. In case of non-payment/inaccurate payment, including in case of a partial payment of a deferred installment of the insurance premium. Termination shall take effect upon the expiration of fifteen days from the maturity date, unless otherwise agreed in the insurance contract; The insurance contract shall not be terminated if within the duration of its coverage insured events have occurred for which insurance indemnities have been paid or are due to be paid, the outstanding installments shall remain payable, together with the statutory interest from their maturity date and any costs actually incurred for their collection;

8.1.5. By mutual consent of the parties.

8.2. The insurance contract may be terminated unilaterally by the INSURING PARTY as follows:

8.2.1. In case of unilateral increase of the insurance premium by the INSURER according to Section I, item 5.6.1.

8.2.2. Within one month of receipt of notification from the INSURER about reducing the scope of insurance coverage without changing the premium payable, but not earlier than the date of entry into force of the change in the scope;

8.2.3. In case of disagreement of the INSURER with a request for reduction of the insurance premium according to Section I, item 5.6.2.

8.3. The insurance contract may be terminated unilaterally by the INSURER as follows:

8.3.1. In cases where upon conclusion of the insurance, the INSURING PARTY has misrepresented or concealed a circumstance about which the INSURER has put a question in writing and in the presence of which the INSURER would not have concluded the contract, had it known about such circumstance. The INSURER may exercise this right within a month of becoming aware of the circumstance;

8.3.2. In cases where after becoming aware of a circumstance that has been misrepresented or concealed by the INSURING PARTY, the INSURER has proposed an amendment to the terms and conditions of the insurance contract and they have not been accepted by the INSURING PARTY within two weeks of receipt of the proposal.

8.4. An insurance contract concluded for more than one insurance period (multi-year policies, policies in which the term of insurance coverage does not coincide with the insurance contract, etc.) may be terminated without penalties and other expenses by either party by giving one-month notice to the other party. Termination shall take effect at the end of the current insurance period.

8.5. An insurance contract concluded for one insurance period may be terminated at the request of either party made in writing to the other party:

8.5.1. At the request of the INSURED, whereat termination shall take effect immediately from the date of receipt of the request by the INSURER. For insurance contracts under which the insurance premium has not been paid in full and under which an insurance indemnity has been paid or is due to be paid, termination shall take effect from the date of payment of the deferred installments.

8.5.2. At the request of the INSURER, whereat termination shall take effect upon expiry of a three-day term from the date of receipt of the request by the INSURED.

8.6. Upon early termination of an insurance contract under which insurance indemnities have not been paid and are not payable, the Insurer shall retain a portion of the paid premium corresponding to the period for which it has borne the coverage.

8.7. Upon early termination of an insurance contract under which indemnities have been paid or are payable, the portion of the premium for the unexpired insurance period shall not be refunded.

9. GENERAL EXCLUSIONS

9.1. Pursuant to these General Terms and Conditions the INSURER shall not provide insurance coverage for damages resulting from:

9.1.1. war, military drills, acts of terrorism, coups, civil unrest, riots, strikes, lockouts, as well as measures taken by the government or any other state institution to prevent, localize or terminate the same;

9.1.2. nuclear explosions, radiation, laser, ultraviolet and other radiation, radioactive contamination and any related damage;

9.1.3. confiscation of, deprivation of use, impoundment of the motor vehicle by the competent authorities;

9.1.4. self-starting, towing by another vehicle, transportation (with repatriation vehicle, train, ferry, etc.), forced lifting, relocation and taking down (with a specialized vehicle) of the insured motor vehicle;

9.1.5. damages resulting in deprivation of the possibility to use the motor vehicle, impairment, lost profits, loss of income or profit, other indirect damages and penalties;

9.1.6. earthquake and its consequences;

9.1.7. landslides or collapse of earth layers caused by excavation or construction works or other human activity in galleries, mine pits, quarries, drilling, geological prospecting and other similar sites;

9.1.8. deliberate actions or gross negligence of the INSURED, suicide or attempted suicide/murder of: the INSURED, members of his/her family, persons living with him/her in one household, his/her workers and employees, persons working under his/her control regardless of whether they have been authorized to drive, repair, guard the motor vehicle or perform other activities, or persons to whom the INSURED has given the motor vehicle for use under a contract of rent, use, lease, etc., or in case of an insured event deliberately caused by another person entitled to receive insurance compensation;

9.1.9. actions of the INSURED which represent an attempted fraud or a fraud of the INSURER, including the declaration of circumstances by the INSURED or his/her representative different from what had actually occurred and/or presentation of documents with untrue content;

9.1.10. driving a motor vehicle after the use of alcohol above the legally permissible limits or under the influence of a narcotic substance or its analogue, or if the driver has refused to undergo, or has swerved from a test for alcohol, narcotic substance or its analogue, as well as after use by the driver of the insured motor vehicle of medication or food supplements whose use is contraindicated to driving;

9.1.11. driving of a vehicle taken off the road under the procedure established by law;

- 9.1.12. driving of a vehicle by a person who does not hold or has been deprived of the right to hold a driving license for the corresponding category of motor vehicle, including by a person deprived by a court or administrative order of the right to drive a motor vehicle;
- 9.1.13. driving of passenger cars or trucks on road sections or in places prohibited for movement of vehicles or on roads that imply a high risk of damage to the motor vehicle, or as a result of entering restricted/closed sections or roads that are obviously unsuitable for the movement of a motor vehicle of the respective type;
- 9.1.14. transportation of explosive, flammable, chemically destructive and other similar cargoes. This exclusion shall not apply to motor vehicles specialized for transport of similar goods;
- 9.1.15. incorrect arrangement, stacking and reinforcement of goods transported; overloading of the motor vehicle above the technical specification of its manufacturer; loading and unloading activities; landslide or collapse of the terrain on which loading and unloading is carried out;
- 9.1.16. failure due to wear and tear, aging, material fatigue, latent defect, etc. of a unit, assembly or part of the motor vehicle, as a result of which an insured event has occurred. In such cases the INSURER shall pay an indemnity for recovery of the motor vehicle without the value of the damaged unit, assembly or part;
- 9.1.17. engine damage due to the penetration of water, mud, etc. in the cylinders of the engine;
- 9.1.18. use of the motor vehicle for participation in races, or trainings for races, non-regulated rallies, testing, experiments and other similar events.
- 9.1.19. appropriation within the meaning of the Penal Code of the Republic of Bulgaria;
- 9.1.20. operation and driving of a technically non-roadworthy motor vehicle (including without a valid talon for technical inspection), not supplied with the necessary lubricants, coolants, appropriate fuel, etc., or supplied with such of poor quality or their freezing or operation of the motor vehicle with worn out tyres or tyres unsuitable for the season;
- 9.1.21. theft or loss of locking mechanisms and/or activating devices/attachments for the additional security devices, including security alarm system remote control, and associated costs for putting locking systems in good working order and for replacement of activating devices/attachments for the additional security devices of the insured motor vehicle;
- 9.1.22. theft of the whole motor vehicle if before the occurrence of the insured event the motor vehicle has been left open or unlocked, and/or with a working engine, and/or with non-activated, malfunctioning, removed security devices, and/or if contact keys, activating devices/attachments for the additional security devices;
- 9.2. The INSURER shall not provide insurance coverage for motor vehicles, which upon conclusion of the insurance contract have been the object of a crime and/or have been declared for search by the competent authorities as unlawfully taken in or outside the country.
- 9.3. The INSURER shall have the right to refuse payment of insurance compensation in cases where:
- 9.3.1. In connection with the occurrence of an insured event, as well as when making an insurance claim, the INSURED personally or through his/her representative has declared to the INSURER and/or the competent authorities circumstances about the event, the type and the amount of damage, etc., not corresponding to the actual ones, as well as in the cases where the INSURED has presented false documents or documents with untrue content;
- 9.3.2. In the case of occurrence of theft of the whole motor vehicle, the INSURED fails to present all declared locking mechanisms and/or remote controls, and/or activating devices/attachments for the additional security devices;
- 9.3.3. In the case of theft of the whole motor vehicle, the INSURED has not fulfilled his/her obligation according to Section I, Item 10.6. to notify the INSURER and the competent authorities within the specified term of any established missing locking mechanisms, and/or alarm system remote controls, and/or activating devices/attachments for the additional security devices, and/or the registration certificate of the motor vehicle (part I or part II).

10. OBLIGATIONS OF THE INSURED

The INSURED/INSURING PARTY shall be obliged to:

- 10.1. keep and use the motor vehicle with due diligence, maintain it in a good technical condition and observe the technical rules for its operation;
- 10.2. maintain in good working order the alarm system, the immobilizer of the motor vehicle and the additional security devices/attachments if the INSURER has set a requirement for them, and immediately eliminate any technical problems with them.
- 10.3. take measures to protect the insured motor vehicle from damages, observe the prescriptions of the INSURER and the competent authorities for elimination of any sources of danger that may cause damage, including keep with due diligence and in compliance with the provisions of the Road Traffic Act the documents of ownership and registration of the motor vehicle;
- 10.4. ensure access of the INSURER to the motor vehicle to inspect, photograph and check its condition and fulfill the prescriptions given by the INSURER regarding the roadworthiness and safety of the motor vehicle;
- 10.5. when leaving, not leave in the insured motor vehicle the locking mechanisms, the activating devices/attachments of the additional security devices, including alarm system remote controls, immobilizer, lock the motor vehicle and switch on all security systems required by the INSURER
- 10.6. in case of theft or loss of the Vehicle Registration Certificate (part I or part II), any locking mechanisms, alarm remote control, activating devices/attachments of the additional security devices, notify within 24 hours the competent government authorities and the INSURER, and undertake all necessary measures for protection of the vehicle from unlawful taking; replace at his/her expense the locking mechanisms, the alarm remote control, the activating devices/attachments of the additional security devices, and then submit the vehicle for inspection by the INSURER. Until replacement of the locking mechanisms and/or alarm system remote control and/or activating devices/attachments for the additional security devices and the performance of an inspection, the INSURER shall not cover theft of the whole motor vehicle and/or burglary of the insured;
- 10.7. notify the INSURER in writing immediately after becoming aware of any circumstances/changes in circumstances he/she has declared that have occurred during the duration of the contract or of which he/she has become aware during the duration of the contract. In case of failure to fulfill these obligations, the INSURER may unilaterally terminate the contract or propose amendments to its terms and conditions, and upon occurrence of an insured event, reduce the amount of insurance indemnity or completely refuse to pay compensation;
- 10.8. If the INSURING PARTY fails to fulfill any obligation arising from these General Terms and Conditions and as a result an insured event occurs or preconditions arise for increase of the risk, increase of the damage, or if this obstructs the establishment of the causes of the insured event and the amount of actual damage, the circumstances of occurrence of the insured event and/or the determination of the insurance indemnity, the INSURER shall have the right to refuse or reduce the insurance compensation.

11. GOVERNING LAW AND JURISDICTION

For all issues not settled by these General Terms and Conditions, the provisions of the effective Bulgarian civil legislation shall be applied.

Any disputes between the parties to the insurance contract concluded on the basis of these General Terms and Conditions, shall be resolved by negotiation and, if no agreement can be reached, by the competent Bulgarian court in accordance with the effective Bulgarian civil legislation.

12. SUBROGATION

- 12.1. With the payment of the insurance indemnity, the INSURER shall enter into the rights of the INSURED against the causer of the damage, respectively, against his/her insurer under the compulsory Motor Third Party Liability Insurance – up to the amount of the paid indemnity and the usual expenses incurred for its determination.
- 12.2. The INSURED shall be obliged to present to the INSURER all documents, information and evidence proving the insured event and required to exercise the right of a recourse claim against the persons responsible for the damages caused.
- 12.3. The waiver of the INSURED to exercise his/her rights against the causer of the damage shall not bind the INSURER.

13. LIMITATION

All rights and obligations under the insurance contract in relation to the insurance indemnity shall be extinguished upon expiry of 3 (three) years from the date of occurrence of the insured event.

14. DEFINITIONS

Within the meaning of these General Terms and Conditions, the terms used shall have the following meaning:

Insured: a natural or legal person, owner of the insured motor vehicle.

Insuring Party: a natural or legal person that enters into and is a party to the insurance contract. Insuring Party may be the insured or a third party who uses the motor vehicle under a contract, for example for rent, lease, loan and/or under an authorization.

Beneficiary: a natural or legal person that is designated by the INSURING PARTY in the insurance contract as having the right to receive the full amount or part of the insurance indemnity or the sum insured.

Assistance Company: a contractual partner of the INSURER authorized to render assistance to the INSURED in case of need of specialized technical, transport and/or legal assistance upon the occurrence of an insured event, which has caused damage to the insured vehicle or to the driver and passengers in the vehicle.

Driver: a person who drives the insured motor vehicle and holds a driving license valid as of the date of the insured event and for the category of the motor vehicle driven.

Insured event: the occurrence of a risk covered under the insurance during the period of insurance coverage.

Insurance risk: an objectively existing possibility of damage to material or non-material assets whose realization is uncertain, unknown and independent of the will of the Insured Person.

Road Traffic Accident (RTA): an unexpected event occurring in the process of movement or in a parked state of the insured vehicle, which has caused damage to the motor vehicle, other property or non-property damages.

Additionally installed stationary equipment: permanently installed multimedia equipment, which has not been included in the base model of the motor vehicle by the manufacturing plant and that includes audio and/or video equipment, including navigation equipment only when it is part of the audio or video equipment.

Actual value of the motor vehicle: the value against which another motor vehicle of the same type and quality can be purchased in the place of the insured motor vehicle.

Age of the motor vehicle: the age of the motor vehicle shall be determined by the number of months elapsed from the date of its first registration until the commencement of the coverage of the insurance contract. Included shall be both the month of the first registration and the month of commencement of the coverage. In cases where the year of manufacture is earlier than the year of the first registration, the year of manufacture shall be used to determine the age of the vehicle.

- MV from 0 up to 1 year - motor vehicle aged less than 12 months.
- MV from 1 up to 2 years - motor vehicle aged from 12 months up to 23 months (inclusive).
- MV from 2 up to 3 years - motor vehicle aged from 24 months up to 35 months (inclusive).
- MV from 3 up to 4 years - motor vehicle aged from 36 months up to 47 months (inclusive) and etc.

Storm: a strong wind with a speed above 15 m/s.

Hurricane: a wind with a speed above 30 m/s.

Hail: a precipitation of ice pieces of various size and form.

Flood: the inundation of a vast space through the overflowing of water caused by rapid melting of large quantities of snow or ice, by intensive precipitations or precipitations of long duration (torrential rain), overflows outside the banks (walls) of water basins located above ground upon rise of the water level.

Collapse of earth layers: the sudden, rapid and single fall of large earth or rock masses from mountain massifs or from banks as a result of deep rock weathering, weakening of their internal bonds and deep cracking.

Landslide: breaking-off and slow movement of geological nature of masses of earth which break off and move under the effect of their own weight and of surface and ground waters running on hillsides and slopes.

Lightning: the contact between a strongly electrified cloud and the earth with destructive impact due to high temperature, electric voltage and high power of electric current. Thunder shall be a direct lightning strike on the motor vehicle.

Fire: the appearance of fire occurring in a fireplace inappropriate for the purpose or going out of it and capable of spreading through its own energy.

Explosion: a suddenly occurring appearance of energy caused by the tendency of gases or vapours to expand.

Theft: the taking of somebody else's movable property (motor vehicle) from the possession of someone else without his/her consent with the intention of unlawful appropriation.

Robbery: the taking of somebody else's movable property (motor vehicle) from the possession of someone else with the intention of unlawful appropriation by using force or intimidation.

Appropriation: unlawful appropriation of somebody else's movable property (motor vehicle) possessed or kept by the doer.

Total loss of the motor vehicle: damage where the value of the cost of necessary repair exceeds 70 % of its actual value as of the date of occurrence of the insured event.

Immobilization: the inability of the vehicle to move under its own power due to an unforeseen event occurring during the movement. Damages related to the maintenance activities of the insured MV, the installation of additional components and equipment, the replacement of operative parts of the electric system, the engine and the vehicle compartment, shall not be considered as a cause of immobilization;

Provisory repair: temporary, partial repair of a damaged motor vehicle to a degree, which allows safe movement under its own power.

Technical failure: unexpected and sudden failure of a part or assembly of the motor vehicle as a result of which the latter is not roadworthy and due to which an insured/assistance event may occur.

Medical team: a medical structure ready to render assistance with any assistance event and specified by the medical assistance manager and the treating physician.

Bodily injury: bodily injury caused solely and directly by forceful, incidental, external and visible means, excluding illness or state of disease, occurring during travel with the insured motor vehicle undertaken by the INSURED.

Vehicle domicile: The address in a populated place recorded in the Vehicle Registration Certificate and indicated in the insurance policy as the address of the INSURED. For motor vehicles purchased on a leasing basis, the place of domicile of the motor vehicle shall be the address of the lessee (permanent or current) according to the ID card for natural persons or the seat and registered office in the case of legal persons.

Populated place: the territory between the road sign (board) indicating the beginning of the populated place and the road sign (board), which marks the end of the same.

Total mileage: every kilometre travelled by the vehicle of the Assistance Company with and without a loaded MV.

SECTION II: CASCO

1. TERRITORIAL COVERAGE

1.1. Insurance contracts concluded under these General Terms and Conditions shall have territorial effect for the Republic of Bulgaria, the member states of the European Union (EU) and the member states of the International Green Card System.

1.2. Damages under the risks „Theft of the whole motor vehicle“, „ Robbery of the whole motor vehicle“, „Fire and/or explosion due to a technical failure“ and „Intentional arson or detonation of a motor vehicle“ shall not be covered if the event has occurred on the territories of Russia, Ukraine, Belarus, Moldova, Albania, Bosnia and Herzegovina, and the territory of the member states of the International Green Card System, which are outside Europe, with the exception of the Republic of Turkey.

2. COVERED RISKS

Under these General Terms and Conditions, the INSURER shall cover total loss or partial damage of the insured motor vehicle caused by risks grouped in the following clauses:

2.1. „SUPER“ CLAUSE

Under this clause, the INSURER shall cover damages resulting from the insured events listed below:

2.1.1. Natural disasters:

2.1.1.1. storm, hurricane, hail, flood, collapse of earth layers or landslide;

2.1.1.2. accidental fall of branches, trees and other objects due to the above-mentioned natural disasters;

2.1.1.3. fire due to the above-mentioned natural disasters, thunder (lightning strike);

2.1.1.4. snow and/or ice accumulation due to heavy snowfall;

2.1.1.5. fall of pieces of ice or snow masses upon abrupt meteorological changes;

2.1.1.6. sea waves, volcanic action;

2.1.1.7. events due to failure of equipment outside the motor vehicle - water supply, sewage, steam, gas, electricity and other facilities, as well as from the explosion of such facilities;

2.1.2. Fire and/or explosion due to a technical malfunction occurring:

2.1.2.1. while the motor vehicle is not in motion and the engine is inoperative;

2.1.2.2. during starting and operation of the engine during idle time;

2.1.2.3. while the motor vehicle is in motion.

2.1.3. Road traffic accidents (RTA):

2.1.3.1. collision with or impact by a motor vehicle and/or other physical bodies, including RTA in accordance with the Road Traffic Act;

2.1.3.2. damage to the insured motor vehicle in a parked state caused by another vehicle;

2.1.4. Accidental fall of aircraft or other bodies on the motor vehicle.

2.1.5. Malicious acts by third parties – damages to the motor vehicle caused by third parties through mechanical impact (impact with a hard object, scratching, intentional overturn of the motor vehicle), splashing with chemically active substances (acids, bases, etc.);

2.2. CLAUSE „THEFT AND ROBBERY“ of the whole motor vehicle

Under this clause, the INSURER shall cover damages resulting from the insured events listed below:

2.2.1. Theft of the whole motor vehicle;

2.2.2. Robbery of the whole motor vehicle.

2.2.3 This Clause shall not cover partial damages resulting from missing or stolen units, assemblies and parts

2.3. „FULL CASCO“ CLAUSE

Under this clause, the INSURER shall cover all risks resulting from insured events covered under the clauses „Super“ and „Theft and robbery of the whole motor vehicle“, which may lead to total loss or partial damage to the insured MV, including:

2.3.1. Intentional arson or detonation of a motor vehicle.

2.3.2. Burglary of insured stationary multimedia equipment installed in a motor vehicle at a unit value of up to 5% of the sum insured.

2.4. „TOTAL LOSS“ CLAUSE

Under this clause, the INSURER shall cover only total loss of the insured motor vehicle as a result of one insured event covered against the risks included in the clause „Full Casco“.

3. SPECIAL AGREEMENTS

The following special supplements may be agreed to the clauses „SUPER“ and „FULL CASCO“:

3.1. „Official Garage“

„Official Garage” may be contracted for motor vehicles aged up to 4 (four) years inclusive and for a minimum insurance premium according to the Tariff of the INSURER. In case of occurrence of an insured event, the INSURER shall cover the cost of repair of partial damages to the insured motor vehicle in a garage of the official representative of the relevant vehicle make.

3.1.1. For motor vehicles aged over 4 and up to 8 years inclusive, the special agreement „Official Garage” shall be provided only for passenger cars and trucks up to 3.5 tons gross weight, buses (15 + 1 seats) and tourist trailers with sum insured over BGN 10,000 (ten thousand) and an additional surcharge of the insurance premium as per the Tariff of the INSURER.

3.2. “Trusted Garage”

„Trusted Garage” may be contracted for a minimum insurance premium according to the Tariff of the INSURER. In case of occurrence of an insured event, the INSURER shall cover the cost of repair of partial damages in a garage coordinated with the INSURER.

3.2.1. For motor vehicles aged over 8 years and owned by natural persons, the right to use the special agreement “Trusted Garage” shall be limited to up to 2 times during the period of the contract for claims for which the proof of the insured event is based on a written declaration by the INSURED. This limitation may be dropped off by agreement upon payment of an additional premium as per the Tariff of the INSURER.

3.3. “Expert evaluation”

In case of occurrence of an insured event, the amount of insurance indemnity due shall be determined on the basis of an expert evaluation performed by the INSURER. The INSURER shall provide a discount of the premium in accordance with the applicable tariff.

3.4. “Repair works performed abroad”

In consideration of an additional insurance premium, for motor vehicles aged up to 8 (eight) years, in case of occurrence of an insured event outside the territory of the Republic of Bulgaria, the INSURER shall cover the cost of repair of partial damage to the insured motor vehicle performed on the territory of the country in which the event has occurred.

For trucks with gross weight over 3.5 tons, trailers, semi-trailers, special vehicles and buses (over 16+1 seats) a mandatory deductible of EUR 1,000 shall be applicable for each claim for which planned repair exceeds the necessary provisory repair.

4. ACTUAL VALUE. SUM INSURED

For the purposes of this insurance policy it shall be agreed that:

4.1. The actual value of the motor vehicle shall be determined by the INSURER in accordance with its year of manufacture, technical condition, appearance and mileage travelled as follows:

4.1.1. The actual value of vehicles acquired in new condition – accepted shall be the value recorded in the invoice for the acquisition of the vehicle, provided that the time elapsed from the date of issue of the invoice is not longer than 6 months, but not more than 12 months from the date of manufacture of the vehicle.

4.1.2. In all other cases, the actual value of the vehicle shall be defined based on an expert evaluation in conformity with the applicable methodology of the INSURER.

4.2. The sum insured of the motor vehicle shall be equal to the actual value of the motor vehicle as of the date of conclusion of the insurance contract, unless otherwise agreed in the insurance policy.

4.3. The sum insured of the vehicle may also include the value of any additional equipment permanently fixed in the vehicle, defined according to the methodology of the INSURER. The total value of the additionally fixed equipment in the vehicle cannot exceed 30% of the sum insured.

4.4. The sum insured shall be defined in BGN or EUR according to the choice of the INSURING PARTY.

4.5. The liability of the INSURER shall be up to the amount of the sum insured but not more than the actual value of the motor vehicle as of the date of occurrence of the insured event.

4.6. The liability of the INSURER for an insured event proven on the basis of a written declaration form by the INSURED shall be up to 10% of the sum insured, and for the duration of the insurance, the total amount of claims recognized based on a declaration by the INSURED cannot exceed 20% of the sum insured;

4.7. In the case of payment of compensation for partial damage to the vehicle, the vehicle shall be deemed to have been insured at an amount equal to the difference between the initial sum insured and the insurance indemnity paid, except for cases in which the INSURED has presented all documents necessary for exercising the right of recourse against the causer of the damage or his/her insurer under Third Party Liability Insurance and such evidence has been accepted by the INSURER as being sufficient.

4.8. In the case insurance indemnity has been paid out, after recovery of the damages, the INSURING PARTY shall have the right to additionally insure the vehicle up to the initially defined sum insured by paying additional insurance premium.

5. ADVANCE BONUS

5.1. For passenger motor vehicles up to 16 seats inclusive and trucks with a total weight of up to 3.5 tons inclusive, at the request of the INSURING PARTY, in addition to the clauses “SUPER” and “FULL CASCO”, the INSURER may provide a reduction of the insurance premium upon conclusion of the insurance - „Advance bonus”, under the following conditions:

5.1.1. Upon the occurrence of an insured event during the period of validity of the insurance and the filing of a claim to the INSURER, the sum of the “Advance Bonus” shall become payable and shall be paid by the INSURED/INSURING PARTY upon the filing of the claim, except in the cases where the INSURED has presented all documents necessary for exercising the right of recourse against the causer of the damage or his/her insurer under Third Party Liability Insurance and such evidence has been accepted by the INSURER as being sufficient. Non-recovery of the advance bonus shall have no effect on any time limits to announce the decision on the claim, shall not be an obstacle for the INSURER to announce its decision in substance, and shall not be an independent ground to refuse to pay insurance compensation. The INSURER may deduct the advance bonus amount from the amount of the insurance compensation. In the case where the amount of the insurance compensation is smaller than the advance bonus amount under the policy, the INSURER may offset the two counter-claims to the extent of whichever amount is smaller.

5.1.2. If during the period of the insurance contract no insured events have been reported, no compensations have been paid and are not due to be paid under the particular policy, then the sum of the “Advance Bonus” shall not be due by the INSURED/INSURING PARTY.

5.1.3. The “Advance Bonus” shall be provided on a one-off basis upon the conclusion of the insurance.

6. DEDUCTIBLE

6.1. Insurance contracts with coverage under „SUPER” and “FULL CASCO” clauses may be concluded with an agreement for a deductible of the INSURED.

6.2. In case of a deductible, the INSURING PARTY shall pay a reduced insurance premium defined according to the Tariff of the INSURER.

6.3. The agreed amount of the deductible shall be deducted from the amount of each insurance compensation.

7. BONUS-MALUS SYSTEM

7.1. Upon conclusion of a contract of insurance, insurance premium shall be adjusted depending on the claims history of the INSURED under previous policies, in accordance with the applicable BONUS-MALUS scale specified in the Tariff of the INSURER. The amount of the adjustment (discount or surcharge) shall be determined by the level reached. The criteria for determining the amount of the discount (bonus) or surcharge (malus) shall be the number of claims and the claims ratio. The claims ratio is the ratio between the amount of claims (paid and outstanding) and the premium paid. The claims ratio and the number of claims shall not include claims for which the INSURED has presented all documents necessary for exercising the right of recourse against the causer of the damage or his/her insurer under a Third Party Liability Insurance and such evidence has been accepted by the INSURER as being sufficient.

7.2. In case of renewal of the insurance contract with applied “Bonus–Malus” and a subsequent filing of a claim under the previous policy, the INSURER shall be entitled to request an increase of the insurance premium for the renewed policy. In the event of non-payment of the amount of the increase within the time limit, the INSURER may terminate the insurance contract. Until termination of the insurance contract, all insurance compensations shall be reduced according to the ratio between the amount of premium paid and premium due.

8. SPECIAL REQUIREMENTS

8.1. For light vehicles with up to 16 seats inclusive and trucks with total weight of up to 3.5 tons inclusive, insured under the clause “THEFT AND ROBBERY” of the whole vehicle, the clause “FULL CASCO” and the clause “TOTAL LOSS”, the INSURING PARTY shall be obliged to install an alarm with light and sound signalling or an immobilizer.

8.2. The INSURER shall have the right to require the installation of additional security devices, which shall be indicated in the insurance policy. The installation of additional security devices shall be performed in specialized companies or garages specified by the INSURER, and until such installation is completed, the events under the risks of “Theft” and “Robbery” shall not be covered.

8.2.1. The INSURER shall provide to the INSURING PARTY a declaration stating the companies/garages authorized to install the additional security devices.

8.2.2. Proof of the installation of additional security devices as requested by the INSURER shall be the presence of an Acceptance and Delivery Protocol issued by the specialized company/garage certifying the performance of installation or preventive maintenance of the additional security devices, as well as the type and number of the submitted activating devices/attachments of the additional security devices.

9. OBLIGATIONS OF THE INSURED UPON OCCURRENCE OF AN INSURED EVENT

Upon the occurrence of an insured event, the INSURED shall be obliged to:

9.1. undertake all necessary measures to prevent and limit the amount of damage;

9.2. cooperate with the INSURER for clarifying the circumstances in which the insured event has occurred;

9.3. not perform repair and restoration works on the vehicle before the INSURER has inspected and documented the damages;

9.4. deliver the vehicle and cooperate with the INSURER or its representative (for claims outside the territory of the Republic of Bulgaria) for the performance of an inspection and description of the damages, as well as for an additional or control inspection, if required by the INSURER;

9.5. notify:

9.5.1. immediately, according to the type of the insured event, all the competent government authorities (Ministry of Interior, the Fire-Fighting and Emergency Safety Services and/or other); fulfill all of his/her obligations stipulated in the Road Traffic Act and the other regulations, as well as require the issuance of the relevant documents certifying the event, except for the cases where such documents are not issued because of the existence of regulatory obstacles or because of the absence of legal possibility to provide them.

9.5.2. within 24 hours from learning about the occurrence of theft or robbery of a motor vehicle, inform the INSURER personally or through his/her representative, by filing a claim in writing in the nearest office of the INSURER, submit to the INSURER all locking mechanisms, alarm system remote controls, and the devices/attachments for the additional security devices as required by the INSURER.

9.5.3. in case of occurrence of other insured events, within seven working days from becoming aware, personally or through his/her representative, submit a written claim on a form of the INSURER.

9.6. For the establishment of the event and the amount of damage, present the originals of the requested documents and their licensed translation (when these are drawn up in a foreign language), issued by the competent authorities according to the type of the insured event as follows:

9.6.1. **In case of claims caused by a road traffic accident** – Protocol of Findings for the road traffic accident, Road Traffic Accident Protocol, bilateral protocol of findings completed according to the statutory requirements;

9.6.2. **In case of claims caused by fire** – a certificate issued by the Fire-Fighting Service and a fire and technical expert opinion;

9.6.3. **In case of claims caused by malicious acts by third parties and theft of additional stationary multimedia equipment installed** - a certificate issued by the Ministry of Interior;

9.6.4. **In case of theft or robbery of a motor vehicle** - a certificate issued by the Ministry of Interior;

9.6.5. **In case of claims caused by natural disasters or breakdown** – a certificate issued by the Fire-Fighting Service, the Hydrometeorological Service etc.,

9.6.6. If pre-trial proceedings or court proceedings have been initiated in connection with the insured event, upon request of the INSURER, present a conclusive decree of the investigating authorities of the pre-trial proceedings, respectively an indictment against the established perpetrator of the crime, a decree for suspension and termination of criminal proceedings according to the procedure and under the conditions of the Criminal Procedure Code, a court ruling on an instituted criminal lawsuit, etc.;

9.6.7. Upon submission of a written request, the INSURER may render assistance to the INSURED for obtaining the necessary documents, proving the occurrence of the particular insured event abroad, and all expenses incurred by the INSURER (intermediary fees and commissions) shall be at the expense of the INSURED and shall be deducted from the defined amount of compensation to be paid.

9.6.8. present also the following documents:

9.6.8.1. To establish the ownership - the certificate of registration of the vehicle or the purchase and sale contract of the vehicle;

9.6.8.2. A driving license and control talon of the driver who has been driving the insured vehicle at the time of the occurrence of the event;

9.6.8.3. Any additional documents and evidence concerning the circumstances and the reasons for the occurrence of the insured event and the amount of the claim that are not provided for in these General Terms and Conditions and that have been requested in writing by the INSURER.

9.7. The INSURED/the BENEFICIARY shall be obliged to specify in writing in the insurance claim to the INSURER complete and accurate details of the bank account to which payments are to be made by the INSURER, unless the claim is for restitution in kind.

9.7.1. The INSURED/the BENEFICIARY shall notify the INSURER of any changes in his/her bank account details before payment of the insurance compensation has been made. Any change in the bank account details which has not been expressly communicated in writing to the INSURER, shall not be binding for the INSURER.

9.7.2. Failure to provide bank account details by the INSURED shall have the consequences of delay of the creditor, and the INSURER shall not owe interest on the insurance compensation.

10. OBLIGATIONS OF THE INSURER UPON THE OCCURRENCE OF AN INSURED EVENT

In case of occurrence of an insured event, the INSURER undertakes:

10.1. to accept the written notification, the attached documents and open a file (claim);

10.2. to perform an inspection and document the damages to the motor vehicle in the presence of the INSURED or his/her representative.

10.3. to hand over a copy of the description of the damages to the vehicle to the INSURED or his/her representative;

10.4. to notify the INSURED in writing of the necessary documents that he/she must present in order to prove the claim by ground and amount;

10.5. to pay out a compensation to the INSURED within fifteen working days running from the date on which the INSURED has fulfilled his/her obligations upon the occurrence of an insured event and has presented all the documents required by the INSURER, proving the ground and the amount of the claimed compensation. Within the same term, the INSURER shall notify the INSURED in writing in case of refusal to pay indemnity, stating the reasons for the refusal.

10.6. in case of a complaint by a user of the insurance service, to present in writing, within seven days, a factual and legal justification of the determined amount of compensation.

11. INSPECTION OF THE DAMAGED MOTOR VEHICLE

11.1. Inspection of damages to the motor vehicle shall be carried out by the INSURER or its representative after the acceptance of a written notification, in the presence of the INSURED or his/her representative.

11.2. The INSURED shall be obliged to ensure a possibility for inspection of the motor vehicle within seven days from the date of the claim notification.

11.3. During the inspection, a check shall be made of the vehicle registration number, the frame number, the vehicle shall be photographed, and an inventory-conclusion shall be drawn up about the established damages, which shall be signed by both parties.

11.4. An additional inspection of the damaged vehicle shall be performed in case of establishment of damaged to parts and units that had not been visible during the initial inspection and if such an inspection had been planned initially.

12. EVALUATION OF DAMAGE AND INDEMNITY AMOUNT

12.1. In the case of partial damages, the INSURER shall define the amount of the insurance indemnity in one of the following manners, selected by the INSURED:

12.1.1. on the basis of an expert evaluation according to the applicable Methodology of the INSURER for defining the amount of the insurance indemnity;

12.1.2. based on the presented original expense documents – under a contracted special agreement „Trusted Garage”

12.1.2.1. Before the start of repair works, the INSURED shall be obliged to present an offer from the garage he/she has chosen. The INSURER may require presentation of offers from more than one supplier and/or garage or provide one itself.

12.1.2.2. Expense documents issued by an official garage of the relevant vehicle make in the Republic of Bulgaria shall be recognized under a contracted special agreement “Official Garage”.

12.1.2.3. Within five days after presentation of the offer, the INSURER shall define the amount of the approved sum for repair works.

12.1.2.4. The indemnity shall be paid out after presentation to the INSURER of the repaired vehicle for inspection and of the original invoices for the performed repairs up to the sum approved by the INSURER.

12.1.3. Repairs of a vehicle in a garage suggested by the INSURER – in case of a contracted special agreement “Trusted Garage”. The assignment of the repairs shall be done after preliminary written consent between the parties. The cost of the repairs shall be paid to the garage by the INSURER.

12.1.4. Repairs in an official garage of the relevant vehicle make in the Republic of Bulgaria, proposed by the INSURER - in case of a concluded special agreement “Official Garage”. The assignment of the repairs shall be done after preliminary written consent between the parties. The cost of the repairs shall be paid by the INSURER to the garage.

12.2. In case of burglary of permanently fixed multimedia equipment, the INSURER shall define the amount of the insurance indemnity as follows:

12.2.1. For factory-built multimedia equipment – on the basis of an expert evaluation according to INSURER's Methodology for determining the amount of the insurance indemnity.

12.2.2. For additionally installed stationary multimedia equipment – on the basis of its value determined in the proposal-questionnaire.

12.2.3. The INSURER shall not owe compensation for multimedia equipment with a drop-down panel if upon filing of the claim the latter has not been presented.

12.3. If the amount of the insurance indemnity determined in any of the ways specified in [Section II, item 12.1](#), exceeds 70% of the actual value of the vehicle as of the date of occurrence of the insured event, this shall be considered a total loss.

12.3.1. In case of a total loss, the INSURER shall pay the sum insured or the balance thereof, but not more than the actual value of the insured vehicle as of the date of occurrence of the insured event, reduced by the values of the units, assemblies and parts fit for use.

12.3.1.1. Compensation in case of total loss shall be paid after presentation by the INSURED of a document proving the termination of the registration of the motor vehicle, in accordance with the requirements of the Insurance Code.

12.3.1.2. For vehicles up to three years from the date of manufacture, the INSURER may propose to pay out the sum insured (or the balance thereof if any compensations have been paid), but not more than the actual value of the insured object as of the date of occurrence of the insured event, and after presentation of all the requested documents regarding the transfer of the ownership of the damaged vehicle in favour of the INSURER;

12.4. In case of occurrence of insured events on the territory of the Republic of Bulgaria in respect of vehicles with a total weight exceeding 3.5 tons, resulting in their immobilization, the INSURER shall reimburse reasonably incurred expenses for repatriation of the vehicle to the nearest place for repairs against presentation of expense documents.

12.5. In case of theft or robbery of the whole vehicle, the INSURER shall pay the sum insured of the vehicle or the balance thereof, but not more than the actual value of the insured vehicle as of the date of occurrence of the insured event.

12.5.1. Upon payment of insurance indemnity for theft or robbery of the motor vehicle, the INSURED shall be obliged to present a notarized power of attorney on a form of the INSURER, authorizing the INSURER with rights as follows: upon finding the motor vehicle, to take action for its return by the relevant authorities – Ministry of Interior, Prosecutor's Office, etc., as well as in the case of refusal of the INSURED of its retention under item 12.5.1.3 - to dispose of the motor vehicle.

12.5.1.1 Upon finding the motor vehicle, each of the parties shall be obliged, within one week of learning about it, to notify the other party in writing.

12.5.1.2 If the INSURED wishes to keep the motor vehicle, he/she shall be obliged, within one week of learning about its finding, to notify expressly the INSURER in writing and return the insurance compensation paid.

12.5.1.3 If the INSURED fails to notify the INSURER under the terms of 12.5.1.2 and/or does not refund the insurance indemnity within one month of becoming aware, it shall be accepted that the INSURED waives his/her right to keep the found motor vehicle and the INSURER shall have the right by virtue of the power of attorney given to it to dispose of the motor vehicle.

12.5.1.4. Excluding the cases under item 12.5.1.2, the INSURED shall be obliged to cooperate fully with the INSURER for the return of the motor vehicle and upon obtaining the necessary documents for the transfer of ownership, including to give, if necessary, an up-to-date notarized power of attorney and declarations of absence of obligations under the Tax Insurance Procedure Code and a document for paid tax for the motor vehicle if the vehicle has not been deregistered, to transfer the ownership in person or by virtue of the power of attorney given to the INSURER or to the person designated by the latter. Disposition deals shall be performed at the expense of the INSURER.

12.5.1.5 If the INSURED does not exercise his/her rights under item 12.5.1.2, and nevertheless refuses to transfer the ownership and/or obstructs the return of the motor vehicle and the transfer of ownership to the INSURER, the INSURER may exercise its rights through the court, including seek refund of insurance compensation.

12.5.2. If before the payment of compensation for theft or robbery of the whole vehicle:

12.5.2.1. the same is found, the INSURED shall be obliged to take it back and immediately notify the INSURER thereof. In this case, the INSURER shall not owe compensation for theft or robbery of the whole vehicle.

12.5.2.2. the same is found with damages, the INSURER shall pay compensation for such damages only if there is coverage under the clause "Full Casco" and if before the finding of the vehicle there had been grounds for payment of compensation for theft or robbery of the whole vehicle.

12.5.2.3. separate assemblies, units, the compartment or frame have been found, the value of the same shall be deducted from the determined compensation and the same shall remain the property of the INSURED.

12.6. In case of partial damages occurring outside the territory of the Republic of Bulgaria:

12.6.1. The INSURER shall pay compensation for:

12.6.1.1. provisory repair that is necessary for the safe movement of the vehicle to the territory of the Republic of Bulgaria amounting up to 10% of the sum insured.

12.6.1.2. for recovery of any unrepaired damages to the vehicle in the Republic of Bulgaria according to the conditions of Section II, Item 12.1.

12.6.2. If the insurance has been concluded under the conditions of the special agreement "Repair abroad", the recovery of all partial damages to the vehicle may be performed on the territory of the country in which the insured event has occurred.

12.6.3. The compensation for repairs performed outside the territory of the Republic of Bulgaria shall be defined in one of the following ways:

12.6.3.1. Based on an expert evaluation according to the Methodology of the INSURER for determining the amount of the insurance indemnity due.

12.6.3.2. Based on the presented original expense documents – in case of a contracted special agreement "Trusted Garage" and after preliminary coordination of the cost of repair or repair works for the vehicle through assigning the repairs to a garage on the territory of the country in which the insured event has occurred, if the INSURER can propose such a garage.

12.6.4. If the damages to the vehicle have been repaired abroad without the preliminary consent of the INSURER, the compensation shall be determined based on an expert evaluation in conformity with the Methodology of the INSURER for determining the amount of the insurance indemnity due;

12.6.5. in the case of damages that have occurred outside the territory of the Republic of Bulgaria, the INSURER shall have the right to require repatriation of the vehicle to the Republic of Bulgaria and its restoration in a specified garage. In this case, the INSURER shall pay the repatriation costs.

12.7. The INSURER shall cover the expenses reasonably incurred and proven for a stay of up to seven days at a parking lot on the territory of the Republic of Bulgaria of a motor vehicle damaged as a result of an insured event, once during the period of validity of the insurance.

13. THE INSURER SHALL NOT OWE COMPENSATION:

13.1. for damaged parts for which it has already paid, is to pay or has refused to pay insurance indemnity for a previous event and the restored vehicle has not been presented for inspection, as well as for damage to the motor vehicle established, described and/or photographed during the inspection of the vehicle regarding the conclusion of the insurance contract;

13.2. if during the inspection of the damages to the vehicle, the frame number cannot be established; in case of discrepancy between the frame number and the one recorded in the insurance policy and/or the registration certificate of the vehicle or if any traces of intervention on the frame number are established;

13.3. if the occurrence of the insured event is the result of non-fulfillment of the obligation of the INSURED to protect the insured vehicle against damages and comply with the prescriptions for elimination of sources of danger that may cause damage.

14. THE INSURER SHALL NOT OWE FULL INSURANCE COMPENSATION:

14.1. if the INSURED is not able to present some of the documents set out in Section II, Item 9.6., with the exception of the documents under item 9.6.8.1. In this case, the INSURER may accept the proof of the insured event on the basis of a written declaration on a form of the INSURER for the circumstances in which the insured event has occurred. The INSURED shall have the right to receive compensation of up to 10% of the sum insured, and during the period of validity of the insurance, the total amount of claims recognized on the grounds of a declaration by the INSURED cannot exceed 20% of the sum insured;

14.2. in the case of damage to car tyres as a result of which the same have become unfit for further use, the evaluation shall be performed with depreciation depending on the extent of wear and tear of the same as of the date of the event. In the case of car tyres where more than 6 months have elapsed from the date of manufacture, depreciation cannot be less than 40 %.

SECTION III: ASSISTANCE SERVICES ON THE TERRITORY OF THE REPUBLIC OF BULGARIA

1. Under this cover, the INSURER shall ensure the right of the INSURED, without accrual of an additional insurance premium, to use assistance services on the territory of the Republic of Bulgaria, through its contractual partner, hereinafter referred to as the "Assistance Company".

2. Assistance services shall be provided for passenger cars and trucks, caravans and trailers with a total weight up to 3.5 tons with not more than 9 seats (including the driver's seat), with a distance from the front bumper to the rear wheel end of not more than 4.8 metres, and motorcycles equipped with Bulgarian license plates, in case of immobilization as a result of occurrence of an insured event covered under the conditions of Section "Casco" of these General Terms and Conditions.

3. INSURANCE COVERS AND LIMITS OF LIABILITY

3.1. Transportation of a damaged motor vehicle in case of immobilization and on condition that the failure which has led to the immobilization cannot be removed at the place of the event, whereat transportation shall be limited to the following limits:

3.1.1. up to 2 times during the validity period of the insurance contract, whereat the transportation distance shall be limited to 300 km total mileage for both events:

3.1.1.1. in case of occurrence of the failure in the populated place specified in the insurance policy as the place of domicile of the vehicle - transportation to a garage suitable for repair of the damaged vehicle in the populated place or to the domicile address;

3.1.1.2. in case of immobilization of the motor vehicle outside the populated place of domicile - transportation of the damaged vehicle from the place of the event to a garage suitable for repair of the damaged vehicle in the nearest regional city or to an address in the populated place of domicile.

3.1.2. Transportation in case of immobilization of the motor vehicle shall include the arrival of the road assistance vehicle at the place of occurrence of the event and loading/unloading the damaged motor vehicle by the road assistance vehicle.

3.1.3. For each occurrence, the INSURED shall have the right to a single transportation of the motor vehicle.

3.2. Information services, including provision of information about the conditions of roads and intensity of traffic, addresses and telephone numbers of repair shops and stores for auto parts, as well as information about the necessary documents when travelling.

4. ASSISTANCE SERVICES FOR THE REPUBLIC OF BULGARIA SHALL NOT BE PROVIDED:

4.1. For motor vehicles used to perform taxi services, transport of hazardous goods, for renting (rent-a-car), operational lease, participation in races or training cars.

4.2. In case of a terminated or invalid Casco+ Insurance;

4.3. If the INSURED has contracted the insurance „Help on the road" for the same motor vehicle.

5. Damages associated with maintenance activities of the insured MV, installation of additional components and equipment, the replacement of operative parts of the electric system, the engine and the passenger compartment of the motor vehicle, shall not be considered as a cause of immobilization.

6. IN CASE OF OCCURRENCE OF A RTA WITH THE INSURED MOTOR VEHICLE, THE INSURED SHALL BE OBLIGED TO:

- 6.1. Immediately notify the INSURER at the telephone number specified in the policy;
- 6.2. Provide to the Assistance Company the following information - registration number, make, model of the motor vehicle, exact place of the occurrence, direction of travel and brief description of the problem, contact telephone number, number of the insurance policy, full name of the INSURED under the policy;
- 6.3. Wait for the arrival of the road assistance vehicle of the Assistance Company in the immediate proximity of the motor vehicle and provide access to the vehicle within 10 minutes from the arrival of the Assistance Company. In the event of non-fulfillment of these requirements, the Assistance Company shall be released from the obligation to transport the motor vehicle;
- 6.4. In case of a RTA, inform the Traffic Police authorities, wait for their arrival on the scene of the accident and demand and assist for the certification of the event by means of a protocol for the RTA or a Protocol of Findings, except for the cases where he/she needs to be rendered medical assistance or for some other urgent reason.

SECTION IV: ASSISTANCE SERVICES ABROAD

1. SUBJECT OF INSURANCE

- 1.1. Pursuant to this coverage, in case of occurrence of a road traffic accident that has caused damages to the insured motor vehicle or the driver and the passengers travelling in the vehicle, the INSURER shall provide assistance services through its contractual partner, hereinafter referred to as the "Assistance Company".
- 1.2. Assistance services abroad shall be provided for an unlimited number of trips outside the territory of the Republic of Bulgaria undertaken during the term of the insurance, the duration of each trip being limited to up to 90 consecutive days.

2. INSURED PERSON

The person indicated as the Insured in the insurance policy and/or the authorized driver of the insured motor vehicle (including a crew of up to two persons), and/or the passengers in the insured MV, travelling together at the time of the insured event, but not more than the number of seats of the respective MV.

3. OBJECT OF INSURANCE

Object of insurance shall be vehicles with Bulgarian registration plates:

- 3.1. Passenger cars and trucks, caravans and trailers with a total weight up to 3.5 tons with not more than 9 seats (including the driver's seat) with distance from the front bumper to the rear wheel end of not more than 4.8 metres, and motorcycles.
 - 3.2. Trucks with a gross weight over 3.5 tons, tractors, trailers or semi-trailers designed for transport of different type of goods and for use on highways, as well as buses with more than 9 seats (including the driver's seat), designed to carry passengers. The cover shall be provided against payment of an additional premium.
- Motor vehicles with foreign registration plates shall not be the object of insurance, nor motor vehicles used to perform taxi services, transport of hazardous goods, for renting purposes (rent-a-car), for participation in races or training vehicles.

4. TERRITORIAL COVERAGE

The territorial scope shall include all member states of the European Union (EU) and the member states of the International Green Card System, excluding the territory of the Republic of Bulgaria.

Claims for trucks with a gross weight over 3.5 tons, tractors, trailers or semi-trailers and buses (more than 9 seats) on the insular territories of the member states of the EU and the member states of the International Green Card System, shall not be covered.

5. INSURANCE COVERS AND LIMITS OF LIABILITY

The insurance covers and liability limits for the vehicles specified in Section IV, item 3.1. shall be:

5.1. ROADSIDE REPAIR OR EMERGENCY TOWING

- 5.1.1. In case of a RTA due to which repair of the motor vehicle can be performed at the place where the insured event has occurred without the necessity of towing of the motor vehicle, and if the time for repair is not more than one hour, the INSURER shall cover the repair costs (excluding the cost of spare parts) up to the amount of EUR 250;
- 5.1.2. In case of a RTA due to which the repair of the motor vehicle cannot be performed at the place where the insured event has occurred within one hour, the INSURER shall arrange towing of the motor vehicle to the nearest garage and shall pay the cost thereof up to the amount of EUR 250;
- 5.1.3. Pulling out with a crane:

In case of occurrence of a RTA as a result of which the insured motor vehicle needs to be pulled out/drawn out from a ditch or a precipice by a crane, the INSURER shall organize and cover the cost of pulling out/drawing out the motor vehicle with a crane up to the amount of EUR 500.

5.2. REPLACEMENT DRIVER

If, as a result of a RTA and after completion of the provisory repair, none of the insured persons is able to drive the insured motor vehicle back to the Republic of Bulgaria ((for health reasons or lack of a driving license), the INSURER shall ensure and pay the costs for a replacement driver up to the amount of EUR 250. Fuel costs and toll fees shall be excluded from coverage.

5.3. REPLACEMENT CAR

If due to a RTA, the insured motor vehicle is not in motion for more than 8 hours and repair works cannot be completed within the next 48 hours, the INSURER shall pay the cost of up to EUR 250 for a rental vehicle, category A, for a period not exceeding 48 hours. Fuel costs and toll fees shall not be covered.

5.4. REPATRIATION OF THE MOTOR VEHICLE TO THE REPUBLIC OF BULGARIA IN CASE OF TOTAL LOSS

If due to a RTA, the repair of the insured motor vehicle cannot be carried out or is not economically feasible to be carried out in the country of occurrence of the event, the INSURER shall organize and pay the cost of transportation of the motor vehicle to the place of permanent residence of the INSURED or to a garage in the Republic of Bulgaria specified by the INSURED. Repatriation to the Republic of Bulgaria shall be carried out only at the proposal of the INSURER if the INSURED or the INSURER can organize the repair of the motor vehicle in the Republic of Bulgaria. Otherwise, the liability of the INSURER shall be up to the amount of the cost of abandoning the motor vehicle in the country on whose territory the event has occurred.

In all cases, the liability of the INSURER shall amount up to EUR 1,500.

5.5. ABANDONMENT OF THE MOTOR VEHICLE ABROAD

If due to a RTA, repair costs of the insured motor vehicle exceed its sum insured recorded in the policy, the INSURER shall organize and undertake the costs (including also customs duties) for the abandonment of the motor vehicle abroad, in accordance with the effective legal procedure and up to an amount of EUR 500.

5.6. DELIVERY OF SPARE PARTS

If due to a RTA, the repair of the insured motor vehicle requires spare parts, which cannot be found in the sales network in the area of the incident, the INSURER shall undertake to find and pay for the delivery of such spare parts.

The INSURER shall not be responsible for the prices of the spare parts, nor for cases where replacement parts are no longer manufactured or cannot be found in the wholesale and retail sales network, or cannot be imported into the country in which the insured motor vehicle is located.

5.7. ADVANCE PAYMENT OF PROVISORY REPAIR

Upon written request by the INSURED, the INSURER shall make an advance payment of a provisory repair of the insured motor vehicle, damaged due to a RTA, up to the amount of EUR 1,000.

6. INSURANCE COVERS AND LIMITS OF LIABILITY

For the vehicles described in Section IV, item 3.2.:

ROADSIDE REPAIR OR EMERGENCY TOWING, PULLING OUT WITH A CRANE

6.1.1. If the motor vehicle can be repaired at the place of the event, the INSURER shall organize and pay the costs for sending a mechanic and the roadside repair up to the amount of EUR 600.

6.1.2. If the motor vehicle cannot be repaired at the place of the event, the INSURER shall organize and pay the costs for removing/pulling out the motor vehicle with a crane or towing to the nearest garage, up to the amount of EUR 1,500.

In all cases, the total cost amount (on-site repair or towing, including the costs of removal/pulling out with a crane) may not exceed EUR 1,500 per one event.

6.2. DELIVERY OF SPARE PARTS

If due to a RTA the insured motor vehicle is not in motion, the INSURER shall undertake to deliver as soon as possible the spare parts necessary for the repair of the motor vehicle, if the spare parts are not available at the place of the event. The INSURER shall supply only spare parts that are in production and available at the manufacturer.

The INSURER shall bear only the cost of delivery of spare parts to the place of the event. Other expenses shall not be covered.

If advance payment needs to be made for the spare parts and the duties for them, the INSURER shall have the right, prior to requesting delivery, to require from the INSURED to present an advance payment guarantee.

The INSURED shall be obliged to refund to the INSURER the amount of the advance payment within thirty days from the date of issue of the invoice for payment of the spare parts.

6.3. TRANSPORT OR ACCOMMODATION OF THE CREW

The crew for trucks with gross weight over 3.5 tons and tractors shall include two persons, and for buses with more than 9 seats - three persons.

In case of a RTA where the crew of the insured motor vehicle is demobilized for not more than 48 hours, the INSURER shall organize and pay the costs for accommodation in a hotel for two nights up to the amount of EUR 40 per person per night.

If the crew of the insured motor vehicle is demobilized for more than 48 hours, the INSURER shall:

- Furnish train (second class) or air tickets (tourist class) to the crew allowing its members to travel from the place of the insured event to the office of the INSURED and back to the place of occurrence of the insured event or the location where the motor vehicle is being repaired, within a period of thirty days;

or

- Organize and pay the costs for hotel accommodation of the crew up to EUR 320 per one event and up to EUR 40 per person for the duration of the repair of the motor vehicle.

6.4. TRANSPORT OR ACCOMMODATION OF PASSENGERS

The cover shall apply only to buses.

In case of a RTA as a result of which the vehicle has suffered damage that cannot be repaired on the spot and due to which the passengers of the vehicle cannot continue their journey, the INSURER shall arrange transportation to the next destination of their journey. If the INSURER cannot provide this service because of lack of technical capacity, it shall provide accommodation for the passengers in the area of the incident.

The expenses that the INSURER shall cover for both types of services - transportation and accommodation of all passengers, shall total up to EUR 320.

6.5. ASSISTANCE FOR CARGO

This cover shall be valid only for trucks, tractors, trailers or semi-trailers.

At the request and expense of the INSURED, the INSURER shall ensure telephone, fax, lists/catalogues of correspondents, etc., and human resources needed for forwarding the cargo, which had not been transported due to the event for more than 48 hours.

6.6. ABANDONEMENT OF THE MOTOR VEHICLE ABROAD

At the request of the INSURED, the INSURER shall arrange the formalities for implementation of the legal procedure for abandonment abroad of a vehicle that cannot be repaired or repatriated.

Costs for abandonment of a vehicle shall amount up to EUR 460.

6.7. INSPECTION AND EXPERT EVALUATION.

The INSURER shall have the right, at its choice and discretion, to send an expert to give an opinion on the duration of the repair of the motor vehicle, in order to determine what services must be provided according to the covers under these General Terms and Conditions.

Expert evaluation costs shall be at the expense of the INSURER.

6.8. LEGAL ASSISTANCE

If the INSURED violates the law and any established regulations abroad and the offense is not defined as a serious crime in the respective country but the INSURED has been indicted (legal proceedings have been instituted against him/her), the INSURER shall provide legal assistance as follows:

6.8.1. DEPOSIT FOR PAYMENT OF BAIL

The INSURER shall deposit the amount determined by the authorities as bail in the form of a deposit in favour of the INSURED. The purpose of the deposit is for the INSURED to be released or to avoid detention in custody.

Bail posting shall be carried out through the services of a local lawyer up to the amount of EUR 7,600 per each insured event.

The deposit shall be considered a loan given to the INSURED, which he/she shall be obliged to repay in full to the INSURER within the following time limits:

- As soon as the bail is refunded, after deduction of the corresponding fees or after the INSURED is released;
- Within fifteen days from the date of the court decision convicting the INSURED;
- In all cases not later than three months from the date of the deposit.

6.8.2. DEPOSIT FOR ATTORNEY'S FEES

The INSURER shall cover the cost of attorney's fees of a local lawyer in the form of a deposit up to the amount of EUR 760 per each insured event. The INSURED shall be obliged to refund the amount of the deposit within 3 months from the date of its payment.

The coverage „Legal Assistance“ shall not apply to cases concerning professional liability of the INSURED.

7. CONDITIONS FOR PROVISION OF SERVICES AND EXCLUSIONS

7.1 Upon the occurrence of an insured event and need for insurance services, the Insured must contact the Insurer at the telephone number indicated in the policy as soon as possible;

7.1. The INSURER shall receive the telephone call but may refuse to service the immobilized motor vehicle in the event that:

1.1. There is a force majeure, a natural disaster or severe weather conditions due to which roads are difficult to pass or impassable because of adverse weather (road) conditions, disrupted road structures (bridges, etc.), landslides and other similar circumstances, until the end of their effect;

7.1.2. The INSURER or the Assistance Company shall not be held liable for a delay or failure to perform their obligations if they are caused by strikes, explosions, demonstrations, restrictions on the freedom of movement, sabotage, terrorism, civil war or war (whether war is declared or not), invasion, revolution, insurrection, riot, the consequences of radioactive radiation or any other unexpected difficulty.

7.1.3. When the failure of the motor vehicle has occurred off a road of the road network of the country in whose territory the event has occurred - on a forest road designed to provide access to felling sites or the like; on an agricultural road; upon entering private roads or properties that require the permission of their owner; on a road closed for traffic by the competent authorities because of repair, technical failure, bad weather conditions and other similar circumstances or on roads designed for use by the Ministry of Defense. If the damage has occurred on a road with special access requirements (a resort complex, camping site, etc.), the INSURER shall provide the service on condition that the INSURED ensures access to the immobilized vehicle.

7.1.4. The motor vehicle is immobilized in a garage;

7.1.5. It is necessary to relocate other vehicles and items in order to free the insured vehicle when performing the service;

7.1.6. It is necessary to put snow chains or other similar devices on the vehicle;

7.1.7. The INSURED does not fulfill the instructions he/she has been given, refuses to notify the competent authorities of the occurrence of a road traffic accident, does not provide the relevant documents and obstructs an inspection or alcohol testing;

7.2. Under this Section, the INSURER shall not provide coverage/service and shall not cover the costs in the following cases:

7.2.1. Trips abroad exceeding 90 consecutive days.

7.2.2. Assistance services for the motor vehicle under Section IV, item 3.1. If the INSURED has concluded „Help on the Road“ Insurance for the same vehicle.

7.2.3. Assistance for technical failures of the motor vehicle under Section IV, items 3.1. and 3.2.

2.12. Assistance rendered during travel by a person other than the Assistance Company designated by the INSURER;

7.2.5. The INSURER shall not pay compensation to the INSURED for the costs incurred by him/her for the services covered by this Section. The services shall be provided by the Assistance Company;

7.2.6. If the INSURED fails to provide the ASSISTANCE COMPANY with the following information - registration number, make, model of the motor vehicle, exact place of the occurrence, direction of travel, brief description of the problem, contact telephone number;

7.2.7. Lack of fuel or loss of key;

7.2.8. Driving of a vehicle that has been subject to unlawful taking, theft or robbery, or has been used to commit a crime;

7.2.9. Road assistance shall not be provided in case of a terminated or invalid insurance;

7.2.10. Damages related to the maintenance activities of the insured MV, the installation of additional components and equipment, the replacement of operative parts of the electric system, the engine and the vehicle compartment, shall not be considered as a cause of immobilization;

7.2.11. An insured event (RTA) occurring as a result of improper maintenance or technical malfunction of the vehicle, known before the date of departure;

7.2.12. A truck deliberately used for carriage of passengers;

7.2.13. Structural re-equipment of the vehicle made outside the manufacturing plant;

7.2.14. A motor vehicle carrying radioactive and hazardous materials and substances during the insured event;

7.2.15. A road traffic accident with a vehicle carrying more passengers than the number of persons specified in the Vehicle Registration Certificate;

7.2.16. Suicide or attempted suicide of the INSURED, intentional self-harm or deliberate exposure to danger unless the Insured has put his/her life at risk to rescue another person;

7.2.17. Damages caused as a result of illegal or unlawful actions on the part of the INSURED, participation in fights, riots, protests, gambling, crimes or resistance to a public authority;

7.2.18. Customs fees, toll fees and fuel costs;

7.2.19. Medical expenses for the examination and treatment of persons injured in a road traffic accident;

7.2.20. Damages to items and/or movable property left in or on the motor vehicle, occurring during the assistance operation;

7.2.21. Costs arising as a result of interventions of the local/national emergency service;

7.2.22. Claims as a result of lost or stolen keys of the vehicle;

7.2.23. In the case of RTA resulting from the risks identified as excluded risks under Section I, item 9.

8. CLAIM FILING PROCEDURE AND NECESSARY DOCUMENTS

8.1. In case of occurrence of a RTA with the insured motor vehicle, the INSURED shall be obliged to:

- 8.1.1. Notify the INSURER at the telephone number specified in the policy within not more than 3 /three/ working days. The term shall be considered to be complied with if the INSURED has contacted the INSURER in accordance with the provisions of item 7.1;
- 8.1.2. Provide to the Assistance Company the following information - registration number, make, model of the motor vehicle, exact place of the occurrence, direction of travel and brief description of the problem, contact telephone number, number of the insurance policy, full name of the INSURED under the policy;
- 8.1.3. Wait for the arrival of the road assistance vehicle of the Assistance Company in the immediate proximity of the motor vehicle and provide access to the vehicle within 10 minutes from the arrival of the Assistance Company. In the event of non-fulfillment of these requirements, the Assistance Company shall be released from the obligation to transport the motor vehicle;
- 8.2. When making claims to the INSURER for reimbursement of costs in connection with an insured event occurring during the period of the insurance, the INSURED shall fill in a notification of the occurrence of an insured event for payment of compensation by presenting all the documents requested by the INSURER in the original.
- 8.3. The INSURER shall have the right to require from the INSURED additional evidence proving the ground and the amount of the claim of the INSURED.
- 8.4. The settlement of claims under insurance contracts concluded on the basis of these General Terms and Conditions shall be done by applying the internal rules and procedures for claim settlement under the insurance, adopted by the INSURER.
- 8.5. The INSURER shall pay an insurance compensation within 15 days of the presentation of all documents requested from the INSURED that are necessary to establish the ground and the amount of the claim.

SECTION V: FINAL PROVISIONS

1. All communications and notifications between the parties to a concluded contract of insurance shall be made in writing to the INSURER at the address specified in the policy, respectively at the last address of the INSURED, communicated by him/her. The sending of a fax or e-mail shall not be considered to be written communication or notification.
2. These General Terms and conditions may be amended and supplemented by special agreements;
3. In case of discrepancy between the insurance policy and these General Terms and Conditions, the provisions stipulated in the insurance policy shall prevail.
4. The parties shall consider the information presented to them in relation to the insurance as commercial and insurance secret and shall not disclose it to third parties, except in the cases provided for by law.

5. COMPLAINTS

The policy of DZI - General Insurance JSC for the management of complaints of users of insurance services is determined by the Complaints Handling Rules, approved by the Management Board of the company and published on www.dzi.bg.

5.2. Users of insurance services of DZI - General Insurance JSC have the possibility to lodge complaints at any stage of their servicing:

- 5.2.1. at the national telephone of DZI - General Insurance JSC: 0700 16 166.
- 5.2.2. at the official e-mail address of DZI - General Insurance JSC: clients@dzi.bg.
- 5.2.3. at any structural unit of DZI - General Insurance JSC (Head Office, Head Agency, Agency and/or Office) in writing.
- 5.2.4. Upon submission of a complaint by a user of insurance services, an incoming reference number shall be given, which shall be delivered in a way convenient to the user. The sender shall be required to state a current address and/or e-mail where to receive the written response from the Insurer, as well as a contact phone number in case of need of further clarification of the circumstances.
- 5.2.5. A written response shall be sent to the user of insurance services within 1 month from the date of filing of the complaint.
- 5.2.6. In case of refusal to honour the complaint, the INSURER shall give reasons for its refusal, indicating to the complainant possibilities to seek protection of his/her rights before the Financial Supervision Commission, as well as before other competent institutions.

These General Terms and Conditions have been adopted by a decision of the Management Board of DZI - General Insurance JSC on 13.06.2016, effective from 15.09.2016, amended and supplemented on 19.12.2016, effective from 15.02.2017, amended and supplemented on 17.01.2018, effective from 15.02.2018, amended and supplemented on 01.10.2018, effective from 05.11.2018.

GENERAL TERMS AND CONDITIONS OF "HELP ON THE ROAD" INSURANCE

SECTION I: GENERAL PROVISIONS

1. SUBJECT OF INSURANCE

Pursuant to these General Terms and Conditions DZI – General Insurance JSC, hereinafter referred to as the „INSURER“, shall conclude contracts for the insurance „Help on the Road“, and for an insurance premium paid, in case of occurrence of an insured event covered under the conditions of the selected clause, shall provide technical assistance and/or transportation of the immobilized motor vehicle (MV) specified in the insurance policy, render assistance and cover costs associated with the current health condition of the beneficiary under the insurance.

Transportation of the motor vehicle and provision of technical assistance, labour and assistance shall be carried out by the INSURER through its contractual partner, hereinafter referred to as the „Assistance Company“.

2. OBJECT OF THE INSURANCE

- 2.1. Passenger cars and trucks, caravans and trailers with gross weight up to 3.5 tons with not more than 9 passenger seats (including the driver's seat), with a distance between the front bumper to the rear wheel end of not more than 4.8 metres, and motorcycles equipped with Bulgarian registration plates (permanent, temporary or transit).
- 2.2. The following motor vehicles shall not be the object of insurance:
 - with foreign registration plates;
 - used to perform taxi services, transport of dangerous goods, for rent (rent-a-car) and under an operating lease, for participation in races or training vehicles;
 - which are not roadworthy according to the Road Traffic Act;
 - aged over 20 years as of the date of conclusion of the insurance if the insurance is concluded as a standalone product.

3. TERRITORIAL SCOPE

Insurance coverage under these General Terms and Conditions shall be provided for events occurring in:

- 3.1. the territory of the Republic of Bulgaria under the Clauses „Premium“, „VIP“ and „Transport and Preventive Measures“;
- 3.2. The member states of the European Union and the member states of the International Green Card System under the Clause „Abroad“.

4. CONCLUSION AND FORM OF THE INSURANCE CONTRACT

- 4.1. The insurance „Help on the road“ shall be concluded as a standalone product or in a combination - with Motor Third Party Liability Insurance or Casco+ Motor Insurance.
- 4.2. The insurance contract shall be concluded in writing in the form of an insurance policy or another written act. An integral part of the contract shall be: The Proposal-Questionnaire for conclusion of the insurance, the General Terms and Conditions of the insurance, the insurance policy and the documents for the premium paid.
- 4.3. The insurance contract shall be concluded on the basis of a Proposal-Questionnaire completed and signed by the Applicant for Insurance, on a form of the INSURER, in which the Applicant for Insurance shall be required to answer in writing the questions put by the INSURER. The answers to these questions must contain all the circumstances known to him/her that are essential for risk assessment and the conditions under which the insurance shall be concluded.
- 4.4. During the period of the insurance contract, the INSURING PARTY shall be obliged to communicate to the INSURER any change in his/her name, or company name, or address for correspondence as specified in the insurance contract or in any other documents submitted to the INSURER. If he/she does not fulfill this obligation or gives incorrect information, each written statement on the part of the INSURER, sent by it to the last declared address of the INSURING PARTY, shall be deemed to have been delivered and received by the INSURING PARTY with all the legal implications provided for by the law or the contract.

5. ENTRY INTO FORCE AND DURATION OF THE INSURANCE CONTRACT

- 5.1. The insurance contract shall enter into force on the date and at the time indicated as commencement in the policy and provided that the entire premium due has been paid or the first installment thereof in case of deferred payment of the premium, and shall expire on the date and at the time indicated as end of the insurance.
- 5.2. The insurance contract shall be concluded for a period of one year or another period agreed between the parties and specified in the insurance contract.

6. AMENDMENT AND TERMINATION OF THE INSURANCE CONTRACT

6.1. The insurance contract shall be terminated:

6.1.1. By mutual written agreement of the parties;

6.1.2. In case the insurable interest subject of the contract, ceases to exist. The INSURED/INSURING PARTY shall be obliged to immediately notify the INSURER in writing and attach the original of the insurance policy. Termination shall take effect immediately from the date on which the insurable interest has ceased to exist;

6.1.3. In case of non-payment/inaccurate payment, including in case of a partial payment of a deferred installment of the insurance premium. Termination shall take effect upon the expiration of 15 days from the maturity date, unless otherwise agreed in the insurance contract;

6.2. Upon early termination of the insurance contract by mutual agreement or in the case of absence of insurable interest and provided that no services have been rendered under the conditions of the insurance, the INSURED shall have the right to a return of a portion of the paid insurance premium corresponding to the unexpired term of the contract. In this case, the INSURER shall refund to the INSURED the portion of the paid premium corresponding to the unexpired term of the insurance, deducting the costs incurred for the issuance of the insurance policy.

7. CHANGE OF OWNERSHIP

7.1. In case of transfer of ownership over the insured motor vehicle during the period of the insurance contract, the new owner shall enter into the rights and obligations of the INSURED under the insurance contract. The old owner shall be obliged to deliver to the new owner of the motor vehicle all the documents certifying the contracted insurance.

7.2. The old and the new owner shall be jointly and severally liable for payment of the outstanding portion of the premium to the date of transfer of ownership.

7.3. The new and the old owner of the motor vehicle shall be obliged within seven days of the transfer of ownership to notify the INSURER in writing. The old owner shall not be entitled to a return of the premium corresponding to the unexpired period of his insurance contract.

8. INSURANCE PREMIUM

8.1. The insurance premium shall be determined by the INSURER depending on the clauses selected by the INSURED for a period not longer than one year (insurance period) whereat the beginning and end of the insurance period shall coincide with the dates specified in the insurance policy as dates of commencement and end of the insurance coverage, unless otherwise agreed in the insurance contract.

8.2. In case the insurance is concluded for a period shorter than one year, the insurance premium shall be determined for the insurance period agreed in the policy.

8.3. The insurance premium shall be payable in BGN. The entire premium or the first premium installment in case of deferred payment, shall be paid in full by the INSURING PARTY at the conclusion of the insurance.

8.4. In case of deferred payment, insurance premium installments shall be paid within the time limits agreed in the insurance policy. If the INSURING PARTY fails to pay the full amount of an installment due within the agreed term (maturity date), the coverage under the insurance contract shall be terminated at 24:00 hours on the 15th day after the maturity date.

9. RELATIONS BETWEEN THE PARTIES

9.1. The INSURED shall be obliged to:

9.1.1. Take care of the insured motor vehicle in good faith and comply with all rules for its operation;

9.1.2. Notify the INSURER of any transfer of the ownership of the motor vehicle, any changes in the permanent address of the INSURED, in the state registration number of the motor vehicle or upon a change in the purpose of the motor vehicle;

9.1.3. Take measures to protect the insured motor vehicle from damages, observe the prescriptions of the INSURER and the competent authorities for elimination of any sources of danger that may cause damage;

9.2. Upon the occurrence of an insured event or a technical failure, the INSURED shall be obliged to:

9.2.1. Immediately notify the INSURER at the telephone number specified in the insurance policy;

9.2.2. Provide to the Assistance Company the following information: registration number, make and model of the motor vehicle, exact place of the occurrence, direction of travel, contact telephone number, number of the insurance policy;

9.2.3. Wait for the arrival of the road assistance vehicle of the Assistance Company in the immediate proximity of the motor vehicle and provide access to the vehicle within 10 minutes from the arrival of the Assistance Company. In case of failure to fulfill these requirements, the Assistance Company shall be released from its obligation to transport the motor vehicle and provide technical assistance and labour;

6.4. In case of a RTA inform the Traffic Police authorities, wait for their arrival on the scene of the accident and demand and assist for the certification of the event by means of a protocol about the RTA or a Protocol of Findings, except for the cases where he/she needs medical assistance or for some other urgent reason.

9.3. The INSURER shall be obliged to:

9.3.1. In case of occurrence of an event according to the conditions of the selected clause, provide immediate technical and/or road assistance to the immobilized/damaged motor vehicle (MV) as specified in the insurance policy;

9.3.2. Ensure a special continuous 24-hour, special telephone line, 365 days a year, indicated in the insurance policy for the purpose of provision of the agreed services;

9.3.3. In case of a complaint by a user of the insurance service, within 7 days provide in writing factual and legal justification of the determined amount of compensation.

10. ADDITIONAL PROVISIONS. LIMITATION

10.1. The rights and obligations under the insurance policy in connection with insurance compensation shall be extinguished by prescription upon expiration of three (3) years from the date of the occurrence of an insured event.

10.2. The contractual relations between the INSURED and the INSURER shall be settled by these General Terms and Conditions, the Insurance Code, the Obligations and Contracts Act, the Commercial Act. Any disputes arising between the INSURER and the INSURED shall be resolved amicably and if no agreement can be reached - by the competent Bulgarian court.

11. GOVERNING LAW AND JURISDICTION

For all issues not settled by these General Terms and Conditions, the provisions of the effective Bulgarian civil legislation shall apply.

Any disputes between the parties to the insurance contract concluded on the basis of these General Terms and Conditions, shall be resolved by negotiation and, if no agreement can be reached, by the competent Bulgarian court in accordance with the effective Bulgarian civil legislation.

12. DEFINITIONS

Within the meaning of these General Terms and Conditions, the terms used shall have the following meaning:

Insured: a natural or legal person, owner of the insured motor vehicle.

Insuring Party: a natural or legal person that enters into and is a party to the insurance contract. The Insuring Party may be the insured or a third party who uses the motor vehicle under a contract, for example for rent, lease, loan and/or under an authorization.

Assistance Company: a contractual partner of the INSURER authorized to render assistance to the INSURED in case of need of specialized technical, transport and/or legal assistance upon the occurrence of an insured event, which has caused damage to the insured vehicle or to the driver and passengers in the vehicle.

Driver: a person who drives the insured motor vehicle and holds a driving license valid as of the date of the insured event and for the category of the motor vehicle driven.

Place of domicile of the motor vehicle: the address in a populated place recorded in the Vehicle Registration Certificate and indicated in the insurance policy as the address of the INSURED. For motor vehicles purchased on a leasing basis, the place of domicile of the motor vehicle shall be the address of the lessee (permanent or current) according to the ID card for natural persons or the seat and registered office for legal persons.

Insured event: any unexpected event leading to immobilization of the insured motor vehicle as a result of a RTA or malicious acts by third parties, or theft of the whole vehicle, of which the INSURER/Assistance Company has been notified and which leads to legal, administrative or financial intervention on their part within the framework of the covers provided under these General Terms and Conditions.

Immobilization: the inability of the vehicle to move under its own power due to an unforeseen event occurring during the movement. Activities for maintenance of the motor vehicle, installation of additional parts and equipment, replacement of parts of the motor vehicle, failure of the lights or windshield wipers of the vehicle, shall not be considered as a cause of immobilization.

Road Traffic Accident (RTA): an unexpected event occurring in the process of movement or in a parked state of the insured MV, which has caused damage to the motor vehicle, other property or non-property damages as a result of which the motor vehicle cannot continue to move under its own power.

Technical failure (breakdown): a sudden and unexpected event (mechanical, electrical or other failure) that has occurred during the process of normal operation of the motor vehicle as a result of which the vehicle cannot continue to move under its own power.

Damaged motor vehicle: a motor vehicle, which as a result of an insured event or a technical failure cannot continue to move under its own power.

Transportation of a damaged motor vehicle, within the limit for transportation specified in the relevant clause:

- in case of immobilization of the motor vehicle in the populated place specified in the insurance policy as the place of domicile of the motor vehicle - transportation to the nearest garage suitable for repair of the damaged vehicle in the populated place or to its domicile address.
- in case of immobilization of the motor vehicle outside the populated place of domicile - transportation to a garage suitable for repair of the damaged vehicle in the nearest regional city or to its domicile address.

Transportation shall include the arrival of the road assistance vehicle at the place of occurrence of the event and loading/unloading of the damaged motor vehicle on/from the road assistance vehicle.

Total mileage: every kilometre travelled by the vehicle of the Assistance Company with and without a loaded MV.

Replacement of a damaged tyre: performing removal of the damaged and installation of the spare tyre of the insured motor vehicle.

SECTION II: ASSISTANCE SERVICES ON THE TERRITORY OF THE REPUBLIC OF BULGARIA

Under this Section, the INSURER shall provide coverage on the territory of the Republic of Bulgaria against risks grouped in the following clauses:

1. "PREMIUM" CLAUSE

Under this clause, the INSURER shall provide to the INSURED the following services in case of immobilization of the motor vehicle:

1.1. Transportation of a damaged motor vehicle if immobilization cannot be removed at the place of the event, in the following cases:

1.1.1. in case of immobilization as a result of an insured event (RTA or malicious acts by third parties, or as a result of theft of the whole MV) – up to two times during the period of the insurance contract and up to 300 km of total mileage for both events;

1.1.2. in case of immobilization as a result of a technical failure – once during the period of the insurance contract, up to 300 km of total mileage;

1.1.3. in case of use of wrong fuel – once during the period of the insurance contract, within the total mileage as set out in 1.1.2.

1.2. Pulling out of the motor vehicle – organizing pulling out of the motor vehicle if it is stuck in a ravine, ditch, mud, sand, snow and the like, or for another reason, when its removal or pulling out is not possible without additional equipment outside the road assistance vehicle. The INSURER may organize the pulling out of the motor vehicle whereat the pulling-out costs shall be payable by the INSURED.

1.3. Technical services for the motor vehicle in case of immobilization as a result of an insured event or a technical failure. Up to two services shall be provided during the period of the insurance contract:

1.3.1. On-site (roadside) repair - provision of technical assistance and labour for repair works for a duration of up to 30 minutes to repair the vehicle damage at the place of the insured event or to remove a technical failure by means of technical devices available in the mobile repair shop of the Assistance Company. If in order to eliminate the immobilization of the vehicle, replacement of spare parts is required, the Assistance Company shall replace such parts upon the explicit consent of the INSURED and if such spare parts are available in the mobile garage. The spare parts used shall not be subject of the service provided and shall be payable by the INSURED;

1.3.2. Supply of current to a faulty battery when the vehicle is immobilized in the populated place in order to start the engine of the insured motor vehicle;

1.3.3. Replacement of a damaged tyre;

1.3.4. Delivery of fuel at the place of immobilization of the motor vehicle. The cost of fuel shall be payable by the INSURED.

1.4. Information services including the provision of information about the condition of roads and intensity of traffic, addresses and telephone numbers of repair shops and stores for auto parts, as well as information about the necessary documents when travelling.

2. "VIP" CLAUSE

Under this clause, the INSURER shall provide to the INSURED the following services in case of immobilization of the motor vehicle:

2.1. Transportation of a damaged motor vehicle if immobilization cannot be eliminated at the place of the event, in the following cases:

2.1.1. in case of immobilization as a result of an insured event (RTA or malicious actions by third parties or due to theft of the whole MV) – without any limit of the number of transportations during the period of the insurance contract and up to 900 km total mileage;

2.1.2. in case of immobilization as a result of technical failure – up to two times during the period of the insurance contract, without limitation of the mileage travelled;

2.1.3. in case of use of wrong fuel – once during the period of the insurance contract, within the total mileage as set out in 2.1.2.

2.2. Pulling out of the motor vehicle – organizing pulling out of the motor vehicle if it is stuck in a ravine, ditch, mud, sand, snow and the like, or for another reason, when its removal or pulling out is not possible without additional equipment outside the road assistance vehicle. The INSURER may organize the pulling out of the motor vehicle whereat the pulling-out costs shall be payable by the INSURED.

2.3. Technical services rendered to a motor vehicle in case of immobilization due to an insured event or a technical failure. These shall be provided without limitation throughout the duration of the insurance contract:

2.3.1. On-site (roadside) repair - provision of technical assistance and labour for repair works for a duration of up to 30 minutes to repair the vehicle damage at the place of the insured event by means of technical devices available in the mobile repair shop of the Assistance Company. If in order to eliminate the immobilization of the vehicle, replacement of spare parts is required, the Assistance Company shall replace such parts upon the explicit consent of the INSURED and if such spare parts are available in the mobile garage. The spare parts used shall not be subject of the service provided and shall be payable by the INSURED;

2.3.2. Supply of current to a faulty battery when the vehicle is immobilized in the populated place in order to start the engine of the insured motor vehicle;

2.3.3. Replacement of a damaged tyre;

2.3.4. Delivery of fuel at the place of immobilization of the motor vehicle. The cost of fuel shall be payable by the INSURED.

2.4. Information services including the provision of information about the condition of roads and intensity of traffic, addresses and telephone numbers of repair shops and stores for auto parts, as well as information about the necessary documents when travelling.

2.5. Stay at a parking lot of the damaged vehicle in case of immobilization of the motor vehicle due to a RTA occurring outside the populated place of domicile. The INSURER shall reimburse the costs for keeping the motor vehicle at a guarded parking lot up to a limit of BGN 150 under the insurance policy and for a duration of up to 7 days.

2.6. Accommodation of the driver of the damaged motor vehicle for one night in a hotel if due to a RTA, the motor vehicle is in a garage, and the damage cannot be repaired within 24 hours, the INSURER shall reimburse the cost of one night accommodation up to BGN 100.

2.7. Transportation of the passengers travelling in the motor vehicle in case the vehicle has suffered damage that cannot be repaired on the spot and therefore the passengers travelling in the MV are unable to continue their journey with the motor vehicle. The services shall be organized by the Assistance Company and the INSURER shall reimburse the expenses incurred for:

2.7.1. transportation of the passengers and luggage from the place of the RTA or technical failure to the nearest populated place from where transportation to their home can be done by public transport - up to BGN 150 for all the passengers travelling in the motor vehicle. The cost of the tickets for travel by public transport shall not be covered;

2.7.2. medical transportation of the driver and the passengers of the motor vehicle if bodily injury is caused by a RTA to the driver and/or the passengers travelling in the motor vehicle during the incident. The service shall include transportation to the nearest medical facility or to the home of the INSURED. The INSURER shall reimburse expenses incurred up to the amount of BGN 750 for all passengers in the motor vehicle. In case of death of the driver of the motor vehicle, expenses for repatriation of the mortal remains shall be covered - up to BGN 750.

2.8. Costs of examinations, tests and manipulations if as a result of a RTA, the driver and/or the passengers of the motor vehicle have suffered bodily injury, expenses for examination, medical tests and manipulations performed in the medical establishment shall be covered up to BGN 150 per person and up to BGN 500 for all the passengers of the motor vehicle.

2.9. An inspection of the damaged motor vehicle at an address in relation to claims covered under Casco+ Motor Insurance. The service shall be provided up to two times during the period of the insurance contract if there is an insurance contract under Casco+ Motor Insurance.

3. "TRANSPORT AND PREVENTIVE MEASURES" CLAUSE

Under this clause, the INSURER, through the Assistance Company, shall provide:

3.1. Road assistance under the conditions described below:

3.1.1. one-off transportation of a damaged motor vehicle from the place of a RTA at a total distance of 25 km total mileage. This service shall be rendered if the road traffic accident has been proven with a road traffic accident protocol or a Protocol of Findings issued by the competent authorities;

3.1.2. one-off loading and unloading of the damaged motor vehicle.

3.2. In order to reduce the risk of occurrence of insured events and to protect the interests of the INSURED:

- 3.2.1. information about the condition of the roads and the intensity of traffic;
- 3.2.2. an inspection to establish the technical roadworthiness of the motor vehicle;
- 3.2.3. information about the necessary documents when travelling;
- 3.2.4. addresses and telephone numbers of repair shops and stores for auto parts.

SECTION III: ASSISTANCE SERVICES ABROAD

1.2. The services shall be provided for an unlimited number of trips outside the territory of the Republic of Bulgaria undertaken during the period of the insurance, the duration of each trip being limited to up to 90 consecutive days.

1. CLAUSE „ABROAD“

Under this clause, the INSURER shall provide the INSURED with the right to use road and/or legal assistance and shall cover costs associated with the current health condition of the beneficiary under the insurance, in case of occurrence of an insured event abroad due to the following risks.

1.1. ON-SITE REPAIR OR TRANSPORTATION OF THE MV, PULLING OUT WITH A CRANE

1.1.1. On-site repair of a damaged motor vehicle in case of immobilization due to a RTA or technical failure as a result of which the motor vehicle repair can be carried out at the place of occurrence of the event without the need to transport the vehicle, and if the duration of the repair is not more than 1 hour, the INSURER shall cover costs for rendering technical assistance and labour for repair of the damage to the motor vehicle with the technical devices available in the mobile repair shop of the Assistance Company (excluding the cost of spare parts), up to the local currency equivalent of EUR 500 in case of a RTA and EUR 500 in case of a technical failure.

If in order to eliminate the immobilization of the vehicle, replacement of spare parts is required, the Assistance Company shall replace such parts upon the explicit consent of the INSURED and if such spare parts are available in the mobile garage;

1.1.2. Transportation of a damaged motor vehicle in case of immobilization due to a RTA or technical failure as a result of which the motor vehicle repair cannot be carried out at the place of occurrence of the event within 1 hour. The INSURER shall organize transportation of the damaged motor vehicle to the nearest garage suitable for repair of the damaged vehicle and shall pay the expenses up to the local currency equivalent of EUR 500 in case of a RTA and EUR 500 in case of a technical failure.

1.1.3. Pulling out with a crane:

In case of an insured event as a result of which the insured motor vehicle needs to be pulled out/drawn out from a ditch or a precipice by a crane, the INSURER shall organize and cover the cost of pulling out/drawing out the motor vehicle with a crane up to the local currency equivalent of EUR 500.

1.2. REPLACEMENT DRIVER

If, as a result of a RTA and after completion of the provisory repair, none of the insured persons is able to drive the insured motor vehicle back to the Republic of Bulgaria (due to poor health condition or lack of a driving license), the INSURER shall ensure and pay the costs for a replacement driver up to the local currency equivalent of EUR 350.

Fuel costs and toll fees shall be excluded from coverage.

1.3. REPLACEMENT VEHICLE

If due to a RTA, the insured motor vehicle is not in motion for more than 8 hours and repair works cannot be completed within the next 48 hours, the INSURER shall bear the costs, up to the local currency equivalent of EUR 350, for a rental vehicle, category „B“, for a period not exceeding 48 hours.

Fuel costs and toll fees shall not be covered.

If the INSURED uses this service for a replacement vehicle, then he/she and the passengers travelling with him/her in the insured motor vehicle shall not have the right to use the services under item 1.10 of this clause.

1.4. REPATRIATION OF THE MOTOR VEHICLE TO THE REPUBLIC OF BULGARIA IN CASE OF TOTAL LOSS

If due to an insured event, the repair of the insured motor vehicle cannot be performed in the country of occurrence of the event or repair costs exceed the actual value of the motor vehicle as of the date of occurrence of the event determined by the INSURER, the INSURER shall organize and pay the cost of transportation of the motor vehicle to the place of permanent residence of the INSURED or to a garage in the Republic of Bulgaria specified by the INSURER. The liability of the INSURER shall be up to the amount of the cost of abandonment of the motor vehicle in the country on whose territory the event has occurred, up to the local currency equivalent of EUR 750.

1.5. ABANDONMENT OF THE MOTOR VEHICLE ABROAD

If due to an insured event repair costs exceed the actual value of the motor vehicle as of the date of occurrence of the event determined by the INSURER, the INSURER shall offer and organize, by covering the costs up to the local currency equivalent of EUR 750 (including customs duties) for the abandonment of the motor vehicle abroad, in accordance with the effective legal procedure.

1.6. DELIVERY OF SPARE PARTS

If due to an insured event or technical failure the repair of the insured motor vehicle requires spare parts, which cannot be purchased on the spot and are necessary for its roadworthiness, the Assistance Company shall find them and pay for their delivery.

The Assistance Company shall not be responsible:

- for the prices of spare parts;
- if any spare parts are no longer manufactured and/or cannot be purchased from a wholesaler or an agent, and/or if it is impossible for them to be sent to the country where the insured motor vehicle is located.

1.7. ADVANCE PAYMENT OF PROVISOY REPAIR

Upon a written request/consent of the INSURER, the Assistance Company shall make an advance payment of costs for provisory repair of the insured motor vehicle damaged due to a RTA, up to the local currency equivalent of EUR 1,500.

1.8. ENSURING GUARDED PARKING LOT FOR A MALFUNCTIONING MV

In case of immobilization of the motor vehicle due to a RTA, malicious acts by third parties, or technical failure, except in cases of scrapping the motor vehicle and its abandonment abroad, the INSURER shall cover the cost of guarded parking for the malfunctioning MV, up to the amount of the local currency equivalent of EUR 350 and for a duration of up to 7 days.

1.9. REPLACEMENT OF A TYRE OR TRANSPORTATION OF THE MV

In case of immobilization of the motor vehicle due to a RTA, malicious acts by third parties, or technical failure, the INSURER shall cover the cost of removal of a damaged tyre and the installation of a spare tyre of the insured motor vehicle, up to the local currency equivalent of 250 EUR.

1.10. REPATRIATION OF THE INSURED (DRIVER AND PASSENGERS IN THE MOTOR VEHICLE)

1.10.1. In case of a road traffic accident or technical failure as a result of which the insured vehicle cannot be repaired within the next 12 hours, the INSURER shall organize and pay the costs for repatriation of the INSURED to the place of his/her permanent residence in the Republic of Bulgaria or to the final destination of the undertaken journey. In the event that the INSURED chooses to continue his/her journey, the financial liability of the INSURER shall be limited to the amount of the cost of repatriation to the place of permanent residence in the Republic of Bulgaria. The means of transport for repatriation shall be selected by the Assistance Company, and this may be a rental vehicle, category „A“ or „B“, for a period not exceeding 48 hours;

1.10.2. In case of theft of the insured MV, of which the police have duly been notified and if the motor vehicle has not been found within 12 hours after notification of the police, the INSURER shall organize and pay the costs for repatriation of the INSURED to the place of his/her permanent residence in the Republic of Bulgaria or to the final destination of the undertaken journey. If the INSURED chooses to continue his/her journey, the financial liability of the INSURER shall be limited to the amount of the cost of repatriation to the place of his/her permanent residence in the Republic of Bulgaria.

1.11. MEDICAL TRANSPORTATION TO A HOSPITAL OR REPATRIATION TO THE REPUBLIC OF BULGARIA

In case of a RTA, which has caused bodily injuries to the INSURED that necessitate interruption of the journey, the INSURER shall organize and pay the costs for:

1.11.1. Admission of the INSURED to the hospital nearest to the place of the event;

1.11.2. Relocation of the INSURED to a more appropriate hospital with the necessary transportation (including, but not limited to a medical helicopter, scheduled flight, ambulance, etc.) if this is required from a medical point of view, depending on the nature of the bodily injuries;

1.11.3. Repatriation of the INSURED to an address in the Republic of Bulgaria specified by the INSURED when his/her health condition following the treatment carried out abroad allows him/her to be repatriated as a regular passenger according to the opinion of the medical team of the Assistance Company and after consultation with the treating doctor. The physicians of the Assistance Company shall be the only persons who shall have the right to decide when and how the INSURED is to be repatriated. If the medical team of the Assistance Company considers that the INSURED may be repatriated and the INSURED chooses to continue his/her journey, the financial liability of the INSURER shall be limited to the amount of the cost of repatriation of the INSURED to his/her place of permanent residence in the Republic of Bulgaria or the direct repatriation of the INSURED to a hospital

near his/her home in the Republic of Bulgaria with the appropriate transport if his/her health condition allows such repatriation.

1.12. REPATRIATION IN CASE OF DEATH

In case of death of the INSURED due to a RTA, the INSURER shall organize repatriation of the mortal remains of the INSURED, and shall also pay post-mortem manipulations, the basic coffin required for international transportation and the transportation of the mortal remains or the remains of cremation of the body of the INSURED to the place of the funeral in the Republic of Bulgaria. This service shall not include costs for a funeral ritual, cremation and burial.

1.13. REPATRIATION OF CHILDREN UNDER THE AGE OF 16 YEARS

In case of a RTA, if the INSURED/the driver of the motor vehicle has suffered bodily injury or has died, and children up to 16 years of age have been travelling with him/her and there is no other adult person to take care of them, the INSURER shall organize repatriation of the children to the Republic of Bulgaria under the supervision of an adult attendant. An air ticket, economy class, shall be paid.

1.14. ENSURING HOTEL ACCOMMODATION FOR THE INSURED PERSONS

If due to a RTA, the motor vehicle is in a repair shop and the damage cannot be eliminated within 24 hours, the INSURER shall reimburse the expenses incurred for hotel accommodation of the insured persons travelling in the immobilized motor vehicle up to the amount of EUR 75 per night per person, for up to 3 nights.

1.15. EMERGENCY VISIT FROM THE REPUBLIC OF BULGARIA

In case of hospitalization of the INSURED for more than 10 consecutive days, a visit of a relative from the Republic of Bulgaria shall be organized and the cost of a return air ticket, economy class, shall be covered.

1.16. LEGAL ASSISTANCE

If, as a result of a road traffic accident involving the insured motor vehicle, the driver is legally prosecuted, the INSURER shall provide the following services:

1.16.1. Deposit

The INSURER, through the Assistance Company shall deposit in favour of the INSURED any amount necessary to guarantee:

1.16.1.1. Payment of legal expenses of up to EUR 5,000, except deposits (amounts) necessary to cover third party liability, fines or personal benefits that the driver must pay at his/her own expense;

1.16.1.2. The release of the INSURED if he/she is detained due to a RTA.

The INSURER shall deposit the amount required for the release of the driver in case he/she has been detained following the occurrence of a RTA.

The deposit shall be considered as a loan given by the INSURER to the INSURED, who shall have to repay the full amount to the INSURER as soon as it is returned in case of withdrawal of the claim or acquittal, or within 15 days from the date of the court decision convicting the driver, but in any case within two months from the date of payment of the deposit by the INSURER in his/her favour. The amount of the deposit shall be limited to EUR 8,000.

1.16.2. Attorney's fees of a local lawyer:

The INSURER shall also pay the costs for attorney's fees, excluding any fees associated with professional activities of the INSURED.

The amount of attorney's fees shall be limited to EUR 1,500.

SECTION IV: GENERAL EXCLUSIONS

1. The INSURER shall receive the telephone call of the INSURED but may refuse to service the immobilized motor vehicle in the event that:

1.1. There is a force majeure, a natural disaster or severe weather conditions due to which roads are difficult to pass or not passable because of adverse weather (road) conditions, disrupted road structures (bridges, etc.), landslides and other similar circumstances, until the end of their effect;

1.2. When the failure of the motor vehicle has occurred off a road of the road network of the country in whose territory the event has occurred - on a forest road designed to provide access to felling sites or the like; on an agricultural road; on entering private roads or properties that require the permission of their owner; on a road closed for traffic by the competent authorities because of repair, technical failure, bad weather conditions and other similar circumstances or on roads designed for use by the Ministry of Defense. If the damage has occurred on a road with special access requirements (a resort complex, camping site, etc.), the INSURER shall provide the service on condition that the INSURED ensures access to the immobilized vehicle. In these cases, the INSURER shall render the services - technical assistance and labour for repair works to eliminate the damage of the motor vehicle at the site of the event but shall not be obliged to ensure the transportation of the motor vehicle;

1.3. If the motor vehicle is immobilized in a garage;

1.4. If the motor vehicle is stuck in a ravine, a ditch, a pit, in sand, in snow, in a lake, a river and other water basins or other places where access for pulling out/transporting is difficult or impossible without special devices and the INSURED refuses to pay the cost of pulling out the motor vehicle. In these cases, the Assistance Company shall make efforts to pull out the motor vehicle with the available resources and possibilities within the cost of technical assistance and labour for repair of the motor vehicle at the place of occurrence of the event, in accordance with the limits under the selected Clause. If under these circumstances and in the cases set out in Item 1.2. of this Section, the motor vehicle is pulled out, but as a result of the actions of the Assistance Company the vehicle or its cargo suffer additional damages, the INSURER shall not pay compensation for such damages;

1.5. If it is necessary to move other vehicles and items to free the insured vehicle in order to render the service;

1.6. If it is necessary to put snow chains or other similar devices on the vehicle;

1.7. If the INSURED does not fulfill the instructions he/she has been given, refuses to notify the competent authorities about the occurrence of a road traffic accident, does not provide the necessary documents and obstructs an inspection or alcohol testing;

2. Under this insurance, the INSURER or the Assistance Company shall not provide services, shall not cover costs and shall not be responsible for any delay or impossibility to fulfill their obligations in case of:

2.1. War (regardless of whether the war has been declared or not), military drills, terrorist acts, coups, civil unrest, riots, strikes, lock-outs, explosions, demonstrations, restriction of the freedom of movement, terrorism or other actions of such sort, as well as measures taken by the government or another public institution to prevent, localize or terminate the same;

2.1.2. Nuclear explosions, radiation, laser, ultraviolet and other radiation, radioactive contamination and any related damage;

2.3. Deprivation of use, confiscation, requisition of the motor vehicle and the transported goods, and other similar actions of the official authorities of the respective country;

2.4. Impairment, lost profits, penalties and other indirect damages to the motor vehicle;

2.5. Road accidents resulting from driving of the motor vehicle under the influence of alcohol with blood alcohol concentration above the legally permissible level or under the influence of drugs or other intoxicating substances, or if the driver of the insured motor vehicle has refused to undergo, or has guiltily avoided an alcohol, drug or other intoxicating substance test, as well as after use by the driver of the insured motor vehicle of medicines or food supplements that are contraindicated for driving;

2.6. Road traffic accident or technical failure of the motor vehicle due to operation of a technically malfunctioning motor vehicle according to the Road Traffic Act, operation of a motor vehicle which is not supplied with the necessary lubricants, coolants, etc., or supplied with such of poor quality, or due to their freezing;

2.7. RTA or technical failure of the MV resulting from deliberate malicious acts or gross negligence, suicide or attempted suicide/murder of: the INSURED; members of his/her family; persons living with him/her in the same household; its workers and employees; persons working under his/her control, regardless of whether they have been authorized to drive, repair, guard the motor vehicle or perform other activities; intentional self-harm or deliberate exposure to danger, except in cases where the INSURED endangers his/her life for the rescue of another person;

2.8. A road traffic accident while the motor vehicle is driven by a person who does not hold or is deprived of the right to hold a driving license for the respective category of MV;

2.9. In case of participation of the motor vehicle in any kind of racing - regulated and unregulated, training, testing, hunting and other similar activities;

2.10. Road traffic accident or technical failure of the motor vehicle, occurring due to operation and driving of a technically malfunctioning motor vehicle (including without a valid talon for technical inspection), not supplied with the necessary lubricants, coolants, appropriate fuel, etc., or supplied with such of poor quality, or due to their freezing, as well as operation of the motor vehicle with worn out tyres or tyres unsuitable for the season;

2.11. Lack of fuel or loss of key;

2.12. Assistance rendered during travel by a person other than the Assistance Company designated by the INSURER;

2.13. The INSURER shall not pay compensation to the INSURED for expenses incurred by him/her for services covered under this insurance, for which it has been agreed to be provided by the Assistance Company;

2.14. If the INSURED fails to present to the Assistance Company the following information - registration number, make and/or model of the motor vehicle, exact place of occurrence of the insured event/technical failure, direction of travel, brief description of the problem, contact telephone number;

2.15. Provision of technical assistance and labour for repair exceeding the amount agreed in the selected Clause of these General Terms and Conditions;

2.16. Driving of a vehicle that has been subject to unlawful taking, theft or robbery, or has been used to commit a crime;

2.17. Road assistance shall not be provided in case of a terminated or invalid insurance;

- 2.18. Damages related to the maintenance activities of the insured MV, the installation of additional components and equipment, the replacement of operative parts of the electric system, the engine and the vehicle compartment, shall not be considered as a cause of immobilization;
- 2.19. An insured event (RTA) occurring as a result of improper maintenance or technical malfunction of the vehicle, known before the date of departure;
- 2.20. A truck deliberately used to carry passengers;
- 2.21. Structural re-equipment of the vehicle made outside the manufacturing plant;
- 2.22. RTA with a motor vehicle carrying more passengers than the number of persons stated in the Registration Certificate of the motor vehicle;
- 2.23. A motor vehicle transporting radioactive and hazardous materials and substances during the insured event;
- 2.24. Damages caused as a result of illegal or unlawful actions on the part of the INSURED, participation in fights, riots, protests, gambling, crimes or resistance to a public authority;
- 2.25. Damages to items and/or movable property left in or on the motor vehicle, occurring during the assistance operation;
- 2.26. Costs arising from interventions of the local/national emergency service;
- 2.27. Claims as a result of lost or stolen keys of the vehicle;
- 2.28. Customs fees, toll fees and fuel costs;
- 2.29. Trips abroad exceeding 90 consecutive days.

SECTION V: CONDITIONS FOR PROVISION OF SERVICES (CLAIM FILING PROCEDURE) AND REQUIRED DOCUMENTS

1. Upon the occurrence of an insured event or a technical failure of the insured motor vehicle covered under the conditions of the selected clause of these General Terms and Conditions, the INSURED shall be obliged to:

- 1.1. Immediately notify the INSURER at the DZI Customer Service Centre telephone number specified in the insurance policy;
- 1.2. Provide to the Assistance Company the following information - registration number, make and model of the motor vehicle, exact place of the occurrence, direction of travel and brief description of the problem, contact telephone number, number of the insurance policy, full name of the INSURED under the policy;
- 1.3. Wait for the arrival of the road assistance vehicle of the Assistance Company in the immediate proximity of the motor vehicle and provide access to the vehicle within 10 minutes from the arrival of the Assistance Company. In the event of non-fulfillment of these requirements, the Assistance Company shall be released from the obligation to transport the motor vehicle;
- 1.4. In case of a RTA that has occurred on the territory of the Republic of Bulgaria, inform the Traffic Police authorities, wait for their arrival on the scene of the accident and demand and assist for the certification of the event by means of a protocol for the RTA or a Protocol of Findings, except for the cases where he/she needs to be rendered medical assistance or for some other urgent reason.

2. When making claims to the INSURER for reimbursement of costs in connection with an insured event occurring during the period of the insurance, the INSURED shall fill in a notification of the occurrence of an insured event for payment of compensation by presenting all the documents requested by the INSURER in the original.

3. The INSURER shall have the right to require from the INSURED additional evidence proving the ground and the amount of the claim of the INSURED.

4. The settlement of claims under insurance contracts concluded on the basis of these General Terms and Conditions shall be done by applying the internal rules and technical instructions for claim settlement under the insurance, adopted by the INSURER.

5. The INSURER shall pay an insurance compensation within 15 days of the presentation of all documents requested from the INSURED that are necessary to establish the ground and the amount of the claim.

SECTION VI: FINAL PROVISIONS AND COMPLAINTS

1. All communications and notifications between the parties to a concluded contract of insurance shall be made in writing to the INSURER at the address specified in the policy, respectively at the last address of the INSURED, communicated by him/her. The sending of a fax or e-mail shall not be considered to be written communication or notification.

2. These General Terms and Conditions may be amended and supplemented by special agreements.

3. In case of discrepancy between the insurance policy and these General Terms and Conditions, the provisions stipulated in the insurance policy shall prevail.

4. The parties shall consider the information presented to them in relation to the insurance as commercial and insurance secret and shall not disclose it to third parties, except in the cases provided for by law.

5. COMPLAINTS

The policy of DZI - General Insurance JSC for the management of complaints is determined by the Complaints Handling Rules, approved by the Management Board of the Company and published on www.dzi.bg.

5.2. Users of insurance services of DZI - General Insurance JSC have the possibility to lodge complaints at any stage of their servicing:

- 5.2.1. at the national telephone of DZI - General Insurance JSC: 0700 16 166;
- 5.2.2. at the official e-mail address of DZI - General Insurance JSC: clients@dzi.bg;
- 5.2.3. at any structural unit of DZI - General Insurance JSC (Head Office, Head Agency, Agency and/or Office) in writing.

5.3. Upon submission of a complaint by a user of insurance services, an incoming reference number shall be given, which shall be delivered in a way convenient to the user. The sender shall be required to state a current address and/or e-mail where to receive the written response from the Insurer, as well as a contact phone number in case of need of further clarification of the circumstances.

5.4. A written response shall be sent to the user of insurance services within 1 month from the date of filing of the complaint.

5.5. In case of refusal to honour the complaint, the INSURER shall give reasons for its refusal, indicating to the complainant possibilities to seek protection of his/her rights before the Financial Supervision Commission, as well as before other competent institutions.

These General Terms and Conditions have been adopted by a decision of the Management Board of DZI - General Insurance JSC on 13.06.2016, effective from 15.09.2016, amended and supplemented on 19.12.2016, effective from 15.02.2017, amended and supplemented on 01.10.2018, effective from 05.11.2018.

Date:

For DZI - General Insurance JSC:.....

I declare that I received these **General Terms and Conditions of Casco+ Motor Insurance**, signed by DZI - General Insurance JSC, I am acquainted with their content and accept them.

Insured/Insuring Party:
(Full name, signature)

Date:

For DZI - General Insurance JSC:.....

I declare that I received these **General Terms and Conditions of Help on the Road Insurance**, signed by DZI - General Insurance JSC, I am acquainted with their content and accept them.

Insured/Insuring Party:
(Full name, signature)