

**SECTION X: SPECIAL CONDITIONS TO THE GENERAL
CONDITION OF "ACCIDENT" INSURANCE
MOUNTAIN RESCUE INSURANCE**

I. SUBJECT OF INSURANCE

According to the present Special Conditions, the "Municipal Insurance Company" AD, hereinafter referred to as the INSURER, on the basis of concluded contract for insurance and following the payment of the insurance premium, provides insurance services to Bulgarian and foreign citizens, hereinafter referred to as INSURED PERSON/S, while the latter exercise tourist or sports activities in the mountain.

The insurance can cover persons only up to 69 years old.

- 2.1. Under specific conditions the insurance can be contracted also for persons over the age of 69, which shall be explicitly stated in the policy and when additional premium is paid.
- 2.2. The Insured persons shall be in good health and shall not travel to the mountain violating a medical prescription.
- 2.3. According to the present Special Conditions, insurance cannot be contracted and indemnification paid for persons with more than 50% disability, persons with mental disorders as well as juridically disabled persons. Insurance for the risk "Death as a result of accident" is not available for persons below the age of 14, as well as incapacitated persons (Article 412, Clause 3 from the Commercial Act). These persons can be insured only for the risk "Permanent disability as a result of accident".

CONCLUDING AND PERIOD OF INSURANCE

3. The insurance is contracted in the form of a policy and can be individual or group one. In the policy shall be included the personal data for the INSURED person/s – name and date of birth /or personal identification number/. The INSURER can request in writing other information which is deemed important for the risk assessment.

- 3.1. for group insurance, a list of the INSURED persons shall be attached as indivisible part of the policy.
- 3.2. individual insurance shall be concluded in the presence of the INSURED or his representative, who shall sign after acquainting themselves with the conditions of the filled in insurance policy.
4. The Insurance is valid for the period stated in the policy. The policy enters into force from the hour and date stated as start, under the condition that the insurance premium has been paid, and expires after 24.00 h or other period, listed as expiration date in the insurance policy.
5. The insurance cover is valid only for the territory of Republic of Bulgaria.

COVERED RISKS:

6. "MEDICAL EXPENSES, RESCUE COSTS AND COSTSE FOR REPATRIATION"

6.1. The INSURER agrees to pay directly to the Mountain Rescue Service at the Bulgarian Red Cross the actually incurred costs for search, rescue and repatriation and/or to refund to the INSURED the costs actually covered by him, including for emergency medical treatment, up to the amount of the insurance sum (limit of liability) stated in the policy:

- 6.1.1. as a result of accident;
- 6.1.2. as a result of acute illness.
- 6.2. The INSURER will indemnify the expenses for:
 - 6.2.1. Search, medical transportation, first aid during rescue operations, carried out by authorized units of the Mountain Rescue Service at the Bulgarian Red Cross;
 - 6.2.2. Emergency medical treatment of the INSURED in the mountain until stabilizing the health condition;
 - 6.2.3. Transportation of the INSURED with specialized rescue vehicles in the event of serious injury or illness to the nearest medical facility for carrying out a qualified medical treatment;
 - 6.2.4. Repatriation of the mortal remains in the event of death of the INSURED person, including his belongings to his place of residence.
- 6.3. Conditions for payment of the incurred costs:
 - 6.3.1. The costs actually incurred are paid against presented original invoices and cash receipts for paid medical and other services, with attached diagnosis and/or medical expert statements; expenditure documents by the Mountain Rescue Service at the Bulgarian Red Cross;
 - 6.3.2. the costs for transportation with ambulance and/or accompanying medical specialist are paid only in case when the health condition of the INSURED does not allow his transportation in the normal manner.
 - 6.3.3. the costs for search and transportation by helicopter are not covered.
 - 6.3.4. the costs for emergency medical treatment and rescue operations are paid only when the INSURED person is exercising a tourist or sports activities in the mountain.

7. "ACCIDENT"

8. The INSURER shall pay the insurance sum or part of it in the event of occurrence of the risks, listed below, which have occurred after the start and before the end of the period of validity of the insurance cover:
 - 8.1. death of the INSURED as a result of accident – the agreed insurance sum is paid to the legal heirs of the INSURER;
 - 8.2. Permanent disability as a result of accident – a percentage of the insurance sum is paid to the INSURED, equal to the percentage of disability, determined by the Insurance Medical Committee of the INSURER.
 - 8.2.1. The percentage of disability is determined after the final and full stabilization of the received injuries, but not earlier than three and not later than twelve months from the date of accident. If the treatment is not completed within one year from the date of the accident, the assessment of the percentage is done notwithstanding the condition of the INSURED. If for any reason the assessment is done after the one-year period, the percentage of disability is assessed at the date of expiration of one year from the date of the accident.
 - 8.2.2. In the event of traumatic loss of limbs or eyes, the percentage of disability is determined without having to comply with the minimum three-month period.
 - 8.2.3. When the insurance sum under Clause 8.1. is paid, the sum previously paid under Clause 8.2. is deducted, except when there is a causal link between the occurred insurance events. The total sum of the indemnification paid cannot exceed the amount of the insurance sum and does not depend on the indemnification paid under Clauses 6.

9. According to the present Special Conditions, an accident is considered to be any event which has occurred unwillingly to the INSURED person, during his activities in the mountain and as a result of sudden and unforeseen circumstances or reasons of external origin and has caused within a period of up to one year, death or permanent disability of the INSURED person or requires emergency medical treatment.
10. According to the present Special Conditions, an acute illness is considered the illness with acute start and which progresses with time, which has newly occurred within the duration of the insurance, as well as unforeseen acuteness of an existing chronic illness, which requires emergency treatment because of pain and posing direct threat to the life of the person.
11. According to the present Special Conditions, indemnification is not paid in the events caused by a suicide or attempt for suicide by the INSURED; intentional committing or attempt of committing a crime of general nature by the INSURED; carrying out a death sentence; intentional action by the INSURED with a view of self-injury or causing disability; intentional actions by beneficiary third persons affecting the INSURED; illness of any nature which has been known but untreated before the travel; mental disorders or depression; sun or thermal stroke; injections, operations, radiation therapy as far as they are not necessitated by the accident; AIDS, pregnancy, giving birth or abortion by the INSURED or resulting by the above medical treatment or intervention; cosmetic or plastic surgery except when they are necessitated by the accident; dental illnesses; damages caused by use and influence of alcohol, drugs and other intoxicating substances; war, revolts and actions of military nature, strikes, civil unrest, riots etc.; atomic and nuclear explosions, radioactive products and contamination caused by them or ionizing radiation.

INSURANCE SUM / LIMITS OF LIABILITY /

12. The insurance sum for any of the covered risks can be specified in Bulgarian Leva (BGN) or in foreign currency.
13. The total sum of all payments cannot exceed the agreed insurance sum (limit of liability) for any of the covered risks stated in the policy or in the present Special Conditions.

INSURANCE PREMIUM

14. The insurance premium is determined according to the tariff of the INSURER, which is valid at the date of contracting the insurance.
15. The insurance premium is paid once at the contracting of the policy.

RELATIONS IN THE CASE OF OCCURRENCE OF INSURANCE EVENT AND PAYMENT OF THE INSURANCE INDEMNIFICATION

16. In the event of occurrence of an insurance event, the INSURED or the beneficiary persons are obliged:
 - 16.1. To inform immediately the INSURER but not later than 7 days from the date when they became aware of the occurrence of the insurance event;

- 16.2. to cooperate with the INSURER for clarification of all circumstances and facts, related to the event;
- 16.3. to present the required documents by the INSURER;
- 16.4. With the contracting of the insurance, the INSURED accepts any doctor, nurse, medical person or hospital employee to supply to the trusted doctor of the INSURER any information related to the insurance event, including the cases when the information can be business or professional secret;
17. If the INSURED or his heirs fail to fulfill their obligations under Clause 16 above and/or they present false information, or they use false declarations or methods with a view of obtaining the insurance indemnification, the INSURER has the right to not to pay indemnification and to cancel the contract whereas the insurance premium remains in favour of the INSURER.
18. When claims are made for payment of insurance sum or indemnification, the INSURED or the beneficiary persons shall present the following documents, depending on the cover and the type of the event:
 - 18.1. information sheet about the accident – according to the format provided by the INSURER;
 - 18.2. insurance policy;
 - 18.3. Original invoices and cash receipts, original account bills for paid medical and other services, expenditure documentation of the Mountain Rescue Service at the Bulgarian Red Cross;
 - 18.4. Death certificate, pathological expertise, certificate for legal heirs and other written proof certifying the circumstances of occurrence of the insurance event;
 - 18.5. medical documents issued to the insured person for specialized medical consultations, X-ray photos and results, diagnoses, medical certificates and other documents certifying the obtained injuries and all other documents which the INSURER can require;
 - 18.6. The INSURER has the right to request from the person who makes the claim other proof, documents and information, which are necessary for clarification of the insurance event or assessment of the amount of the indemnification due;
19. The indemnification is paid by the INSURER within 15 days following the completion of the full set of required documents regarding the event.
20. In the event of death as a result of accident, the INSURER pays the due indemnification to the legal heirs of the INSURED or to the stated beneficiary persons.
21. The INSURER is not obliged to pay interest for any delayed payment or indemnification which has not been received or any currency exchange losses.

OTHER CONDITIONS

22. The present Conditions can be supplemented or amended with Special Conditions, agreed between the parties and reflected in Addenda to the insurance policy or its annexes.
23. For all matters not settled by the present Conditions shall apply the General Conditions for "Accident" insurance, which are an indivisible part of the insurance contract.

The present Conditions are approved by the Board of Directors of "OZK" AD