

SPECIAL CONDITIONS TO THE GENERAL CONDITIONS OF "ACCIDENT" INSURANCE
SECTION IX: ACCIDENT COMBINED WITH MEDICAL EXPENSES FOR FOREIGNERS SHORTLY RESIDING IN OR PASSING TRANSIT THROUGH THE TERRITORY OF REPUBLIC OF BULGARIA

I. SUBJECT OF INSURANCE

Under the present Special Conditions, the "Municipal Insurance Company" AD, hereinafter referred to as the INSURER, and on the basis of concluded contract for insurance with the person, named in the insurance policy as the INSURED, and following the payment of the insurance premium, provides insurance services to foreigners, hereinafter referred to as the INSURED PERSONS, in accordance with the Regulation on the general conditions, the minimum insurance sum and the order for contracting the obligatory medical insurance for foreigners shortly residing in Republic of Bulgaria or passing transit through the country (adopted with Decree of the Council of Ministers No. 80 from 2005, published in State Gazette No. 41 from May 13th, 2005).

The obligatory medical insurance covers the expenses for treatment and hospital therapy of foreigners, who are shortly residing in Republic of Bulgaria or are passing transit through it for the period of their stay in the country. The expenses for treatment and hospital therapy are considered to be the costs for medical treatment in emergency conditions, the costs incurred for paramedic and hospital medical treatment and the costs for dental treatment according to the provisions of the above Regulation.

CONTRACTING AND PERIOD OF THE 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 contract cannot be concluded for a longer period than 90 days.

6. The insurance cover is valid only for the territory of Republic of Bulgaria – from the border checkpoint at entering to the border checkpoint at leaving the territory of the country.

COVERED RISKS:

7.3 The INSURER shall refund to the INSURED or pay directly to the medical facility the medical expenses actually made for emergency medical treatment in case of sudden, unexpected and unforeseen indisposition, illness or accidental injury which have occurred within the duration of the insurance contract up to the limits of the insurance sum stated in the policy. The obligatory cover according to the Regulation includes:

7.1. preliminary therapy of the INSURED, including: medical examination and medical analyses (chemical analyses, X-ray examination), etc.,

7.2. hospital treatment, hospital therapy, surgical intervention, as well as other costs related to the specific diagnose and treatment;

7.3. medical transportation to and from the medical facility;

7.4. emergency dental treatment.

8. The INSURER refunds the costs for repatriation which have been incurred following the occurrence of an acute illness or accident up to the limit of the insurance sum stated in the policy (additional cover):

8.1. repatriation of the INSURED to his place of residence abroad or to a medical facility abroad, only after a written statement is given by the medical facility where the treatment has been done, that the health condition of the INSURED does not allow for his normal transportation back;

8.2. repatriation of the mortal remains in the event of death of the INSURED, including his belongings to his place of residence.

9. 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 (additional cover):

9.1. death of the INSURED as a result of accident – the agreed insurance sum is paid to the legal heirs of the INSURER;

9.2. 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.

9.2.01. 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.

9.2.02. 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.

- 9.2.03. When the insurance sum under Clause 9.1. is paid, the sum previously paid under Clause 9.2. 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 8 and 9.
- 9.2.04. The following persons shall not be insured and indemnification paid according to Clause 10 of the present Special Conditions: persons with over 50% disability, persons with mental disorders, as well as judicially 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".

10. According to the present Special Conditions, an accident is considered to be any event which has occurred unwillingly to the INSURED person, during his travel or stay in Republic of Bulgaria 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.
11. 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.

GENERAL EXCLUSIONS UNDER THE POLICY

12. The INSURER is not liable for the following cases, except if agreed otherwise:
- 12.1. all exceptions, stated in Articles 8, 9, 10 and 11 of the Regulation;
- 12.2. for the part of the costs, which has been covered by obligatory or voluntary medical security and/or insurance, or has been covered by other insurance schemes or persons;
- 12.3. for the costs of dental treatment. The emergency dental treatment of the INSURED is paid up to 500 BGN and in accordance with Article 6 of the Regulation;
- 12.4. Costs for health resort therapy, heliotherapy, even if the necessity for this has been caused by the accident and such treatment was prescribed by the respective doctor;

- 12.5. for treatment or medical care of accidents as a result of participation in professional and/or amateur competitions and training, as well as when exercising the following sports: motor sports (car racing, motorcycling or racing with other motor vehicles), air sports, alpine climbing, martial arts, cave exploration, hunting, horse riding, sailing and underwater sports, rafting, driving jets, parasailing, winter sports, except if these were stated preliminary by the INSURER and additional premium was paid.

INSURANCE SUM

13. The insurance sum is agreed between the parties and cannot be lower than the minimum insurance sum, determined by the regulations in force.
14. The total sum of all payments cannot exceed the agreed insurance sum for any of the covered risks, listed in the policy or in the present Special Conditions.

INSURANCE PREMIUM

15. The insurance premium is determined according to the tariff of the INSURER, which is valid at the date of contracting the insurance, and cannot be lower from the officially determined minimum insurance premium.
16. The insurance premium is paid once at the contracting of the policy.

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

17. In the event of occurrence of an insurance event, the provisions of Article 20 of the Regulation apply. The INSURED, the medical facility which provides the medical treatment or the persons using it, are obliged:
- 17.1. within 24 hours to inform the INSURER with a letter, telephone, fax or any other appropriate manner;
- 17.2. to cooperate with the INSURER for clarification of all circumstances and facts, related to the event;
- 17.3. to present the required documents by the INSURER;
- 17.4. 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.
18. If the INSURED or his heirs fail to fulfill their obligations under Clause 17 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.
19. 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:

- 19.1. information sheet about the accident – according to the format provided by the INSURER;
 - 19.2. insurance policy;
 - 19.3. original invoices and cash receipts, original account bills for paid medical and other services, accompanied by the issued prescriptions, diagnosis or medical specialist statements.
 - 19.4. Death certificate, pathological expertise, certificate for legal heirs, protocol or statement from the police authorities, court decrees and other written proof of the circumstances of the insurance event;
 - 19.5. 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.
 - 19.6. all medical documents shall be issued by licensed health facilities
 - 19.7. 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.
20. The indemnification is paid by the INSURER within 15 days following the completion of the full set of required documents regarding the event.
 21. 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.
 22. If the death has occurred as a result of intentional actions by a heir or a beneficiary third person, the perpetrator cannot receive indemnification according to the General Conditions. In this case the due indemnification is paid to the other heirs.
 23. With the payment of the indemnification, the INSURER deducts any receipts which are due by the INSURED or the beneficiary persons.
 24. The INSURER is not obliged to pay interest for any delayed payment or indemnification which has not been received or any currency exchange losses.

RETROGRESSION

25. With the payment of the indemnification under Clauses 8 and 9, the INSURER acquires the rights of the INSURER against any person/s who have caused the damage up to the amount of the costs incurred.
26. The INSURED is obliged to cooperate with the INSURER when exercising the INSURER's rights against any person/s who have caused the damage. The rejection by the INSURER of any of his rights

against the person/s who have caused the damage, does not affect the INSURER in any respect.

OTHER CONDITIONS

27. 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.
28. For all matters not settled by the present Special Conditions, shall apply the provisions of the Regulation on the general conditions, the minimum insurance sum, the minimum insurance premium and the order for contracting of the obligatory medical insurance for foreigners who are shortly residing in Republic of Bulgaria or passing transit through the country (adopted by Decree of the Council of Ministers No. 80 from 2005, published in State Gazette No. 41 from May 13th, 2005) and the general Conditions of "Accident" insurance. The present Special Conditions shall apply so far as they do not contradict the regulations for the respective year.

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