RULES

Of ZEAD BULSTRAD VIENNA INSURANCE GROUP (INSURER)

ON THE ACTIVITY OF HANDLING INSURANCE CLAIMS

These Rules govern the procedures according to which the insurer handles the submission of claims under insurance contracts, collects evidence for establishing the grounds for and amounts of claims, assesses the incurred damages, determines indemnity amounts, and makes payments to consumers of insurance services and reviews complaints submitted by them.

CHAPTER I. RULES FOR CLAIMS REGISTRATION AND PAYMENT OF INSURANCE INDEMNITY UNDER MOTOR OWN DAMAGE (MOD) INSURANCE

A. CLAIM REGISTRATION

1. Upon occurrence of an insured event the insured, a third party beneficiary or their representative must notify the competent authorities (police service, fire brigade, meteorology office) immediately in order to obtain the required document attesting to the occurrence, and to take measures for rescue and limiting and reducing the damage to the insured vehicle. Notice to the insurer can be given in one of the following ways:
   1.1. Calling the Contact Center at the telephone number: 0800 11111;
   1.2. Notification in writing made at the offices of the insurer;
   1.3. Registration through the insurer's website: www.bulstrad.bg;
   1.4. Written notification sent to the email address of the insurer: kasko_claims@bulstrad.bg.
2. The insured is obliged to observe the instructions provided by the insurer and preserve the vehicle in its condition after the occurred insured event, so that an insurer's representative can survey and describe the damages.
3. Upon occurrence of an insured event abroad, the insured is obliged to inform the police, respectively the fire safety or another competent authority responsible for establishing the event in accordance with the applicable local law, as well as the insurer, within 3 days after learning of the event. The insured is obliged to undertake actions for reducing and limiting the damages and, after the return to the Republic of Bulgaria, to present the damaged vehicle for survey by the insurer. Notification to the insurer can be given in one of the following ways:
   3.1. Calling the Contact Center at the telephone number: 0800 11111;
   3.2. Notification in writing made at the offices of the insurer;
   3.3. Registration on the insurer's website: www.bulstrad.bg;
   3.4. Written notification sent to the email address of the insurer: kasko_claims@bulstrad.bg.
4. The insured, a third party beneficiary or their authorized representative shall fill out a "Request for payment of insurance indemnity" per template of the insurer, by submitting complete and accurate data about the bank account for the payment by the insurer, except in cases of recovery in kind. In case the indemnity is to be paid to a person other than the insured/insuring person or the third party beneficiary, an express power of attorney with notarized signatures should be submitted, authorizing the proxy to receive the indemnity on his/her own account and also containing a declaration that the consumer of insurance services has been notified that s/he is entitled to receive the payment in person.
   On the claim, the insurer places an incoming/registration number and date of submission. The registration number of the filed claim is written down immediately on the original copy of the schedule/group schedule to the policy, and a copy of the schedule is made and is enclosed with the claim.
   When the Insured has reported the insured event in the manner under it. 1.1, 1.3, 3.1 and 3.3, the completion of the Request for payment of indemnity is done in writing during the visit at the office of the insurer.
   At the time of completion of the Request, the respective insurer's employee shall inform the insured or the authorized representative that s/he needs to present the following documents:
   4.1.1. Schedule/group schedule under the policy;
   4.1.2. Proposal for conclusion of insurance;
   4.1.3. All endorsements issued to the policy;
   4.1.4. Vehicle registration certificate;
   4.1.5. Driver's license of the person driving the vehicle;
   4.1.6. Power of attorney or contract for sale in case the person to receive the indemnity is other than the person specified in the vehicle's registration certificate.
   4.1.7. In case of a traffic accident, the insured needs to present, in addition to the above, also the following documents:
   4.1.7.1. Police accident report from the Traffic Police, Report on findings from the inquiry officer or a bilateral traffic accident report;
   4.1.7.2. Act for an administrative offence (of road traffic rules);
   4.1.7.3. Blood alcohol test, if such was performed;
   4.1.8. In case of malicious acts of third persons – Official record from the police authorities.
   4.1.9. In case a Fire was reported, the insured needs to present an official record from the National Fire Safety and Civil Protection of Population Service.
   4.1.10. For a cause under "Natural perils" – Official record from the Civil Protection Service, with specified reasons for the occurrence and/or official record from the meteorology service or a regional center of the Institute of Meteorology and Hydrology, Bulgarian Academy of Sciences.
   4.2. After completion of the Request for payment of indemnity, an employee of the insurer marks with "X" the documents presented by the insured, the authorized representative or third party beneficiary, and respectively with "O" any necessary documents which have not been presented. Afterwards, the carbonless second copy of the Request is handed to the insured, authorized representative or third party beneficiary.
   Within 45 days from presenting the initially requested evidence, the insured, the authorized representative or third party beneficiary shall be informed of other documents or evidence which needs to be presented. Such documents are requested only in case the need for them could not be foreseen during the claim registration, they are essential for determining the grounds and amount of the claim, and also their provision is not hindered due to administrative or other reasons. Upon each submission of documents, the insurer's employee marks the date of submission. All documents presented for the claim are marked in the document list in the Request for payment of indemnity, whereas the date of submission is written down and the insured/representative and the insurer's employee sign against the date.
   4.3. Upon completion of the Request for payment of indemnity, the claim for payment of indemnity is registered. During the claim registration, an insurer's employee mandatorily checks the paid premium, and in case the policy was issued with deferred payment – the amounts, dates and numbers of the payment documents are specified, and copies of them are enclosed with the claim.
   4.4. In case the documents are incomplete – incorrectly filled in or not filled in, and also with corrections on them, a copy of the respective document shall be enclosed with the claim, whereas the document itself shall be returned to the insured or the authorized representative for making the necessary corrections or certification, with a note in the Request that the document has not been submitted.
4. Claims are registered and put together at the respective agency of the insurer where the Request for payment of indemnity is submitted. All documents presented by the insured, authorized representative or third party beneficiary are scanned and uploaded to the database of the Company. The number and date of the claim registration shall be written down on the Claim Registration Slip, which is handed to the insured or his/her representative.
5. Upon insured occurrence of theft, the insured is obliged to inform in writing the competent authorities and the insurer within 24 /twenty four/ hours after learning of the event. When declaring an occurrence of "Vehicle Theft," the insured or his/her representative needs to complete the Request for payment of indemnity together with an additional form per template of the insurer, and to present the following documents:
   5.1. Original copy of the MOD insurance policy;
   5.2. Schedule/group schedule under the policy;
   5.3. Proposal for conclusion of insurance;
   5.4. All endorsements issued to the policy;
   5.5. Original copy of the vehicle registration certificate;
   5.6. Driver's license of the person driving the vehicle;
   5.7. Power of attorney or contract for sale in case the person to receive the indemnity is other than the person specified in the vehicle's registration certificate;
   5.8. Official record from the police with data about the vehicle, vehicle's registration number, chassis number, make and model, name (company) of the owner, date of insured event, number and the date of the claimant's report to the police, name of the person who reported the theft;
   5.9. Documents of the vehicle's origin (purchase) and ownership (invoice, customs declaration, receipt for import, notarized contract for sale);
   5.10. Decision/certificate of good standing regarding a company, if the vehicle is owned by a company that is a legal entity or sole trader, issued not earlier than 6 (six) months from the date of its submission to the insurer;

5.11. Notarized declaration for authorization, on a template of the insurer (respectively for natural persons or companies), signed by the owner or a company representative as per court decision;
5.12. Document showing that the insured has repaid any due taxes and fees related to the ownership and use of the vehicle;
5.13. BULSTRAD may also request a ruling for suspension or termination of penal proceedings.

A1. SPECIAL REQUIREMENTS REGARDING A DECLARATION OF THEFT

1. When the representative of the owner (the insured) or the third party beneficiary does not have a power of attorney attesting to his/her authorization, s/he shall declare these circumstances in writing. It is obligatory to enclose with the documents a copy of the identity document of the person who has submitted and signed the Request for payment of indemnity on behalf of the owner (insured) or third party beneficiary.
2. If the vehicle registration certificate was according to the old form and the insured or the claimant declares that the certificate was stolen together with the vehicle, s/he shall present a vehicle ownership certificate from the Traffic Police office per registration.
3. If the vehicle registration certificate is according to the new form, the insured is obliged to present both parts of the registration certificate (Part I – large form with all vehicle data, and Part II – small, with the main vehicle data). If Part II was in the vehicle during the theft, this shall be declared in writing by the insured. If s/he is not able to present Part I either, this circumstance shall also be declared in writing, with the reasons for not being able to present this part.
4. The insured is obliged to present all sets of keys for the vehicle, devices for remote control of the alarm system and immobilizers. The number of presented sets is compared to their number listed in the proposal for conclusion of insurance. If the insured is not able to present all such sets, it is mandatory to request from him/her a written explanation therefore.
5. When the insurance covers an audio system with detachable panel, the insured is obliged to present this panel when submitting the claim for vehicle theft. Otherwise, the value of the audio system shall be deducted from the indemnity.
6. The number and date of the claim registration are noted on the Claim Registration Slip, which is handed to the insured or his/her representative. The claim is registered in the journal and database of the company even when the deadline for filing a claim according to the General Conditions has not been observed.
7. All documents submitted with the claim are recorded in the list of documents, whereas the date of submission of each one is written down and the insured/representative and the insurer's employee both sign against those dates.

A2. SPECIAL PROVISIONS UPON RECOVERY OF AN INSURED VEHICLES AFTER A "VEHICLE THEFT" HAS BEEN DECLARED

1. If the vehicle is found prior to the payment of insurance indemnity, the insured is obliged to present an official notice from the police regarding the condition in which the vehicle was found and handed over to the police and, if possible, with description of the missing or damaged parts, components and additional equipment.
2. It is mandatory that a committee of employees or representatives of the insurer carry out a survey of the vehicle, take photos and prepare a precise description of the damages and missing parts.
3. When the insured or third party beneficiary claims damages or missing elements from a subsequently found vehicle, the payment of insurance indemnity shall be done according to the procedure for payment of partial damages – according to a calculation or with repair at a repair shop (in case the preconditions for this under the insurance contract are present).

B. VEHICLE SURVEY

1. The survey and description of the damages is performed by a committee composed of: an insurer's employee or representative and the insured or his/her authorized representative.
2. Prior to the survey, the insurer's employee or representative mandatorily compares the data filled in by the insured, the representative or third party beneficiary in the Request for payment of indemnity, against the data in the (group) schedule to the policy, the vehicle registration certificate and the driver's license of the person driving the vehicle at the time of the accident.
3. In the beginning of the survey, the first mandatory action is to check the state registration number of the vehicle against the number in the vehicle registration certificate and the schedule to the policy. Afterwards, a panoramic photo is taken of the vehicle, which mandatorily should show the state registration number of the vehicle, as well as the entire vehicle.
4. It is mandatory to compare the vehicle's chassis number to the number in the registration certificate. During the survey, it is mandatory to the take a photo of the vehicle's chassis number.
5. The next step after checking the data is to conduct the survey itself, as follows:
5.1. It is mandatory to take photos of the damaged zones of the vehicle and then close-up photos of the damaged elements. It is not permitted to perform a survey without taking photos of the damages.
5.2. The employee fills in the document generated by the insurer's information system regarding the identified damages, missing parts and degree of impairment to the vehicle, marking with "X" the respective degree for repair or need for replacement of an element, as well as the need of repaint.
6. After the completion of the document with the findings from the survey and the taking of photos for the claim, the two copies of the document are signed by the insurer's employee or representative performing the survey and by the insured or his/her representative. One copy is for the insurer and the other copy is handed to the insured or his/her representative.
6.1. The Company's employee is obliged to inform the insured or his/her representative that the performed survey is not final and is subject to confirmation by an expert of the Company at the respective claim handling structure of the Company.
7. The number and date of filing the claim are marked on the Claim Registration Slip which is given to the insured or his/her representative.
8. An additional survey of the vehicle for identification of damages whose description could not be done during the first survey may be performed when this becomes possible during the repair process.
9. If during the repair works an unplanned second or another subsequent survey needs to be performed, the insured or his/her representative should inform the insurer thereof by filing a written request with an incoming number.
10. In case the minimum insurance premium has been selected, upon reporting of an insured event or technical breakdown during the contract validity, the minimum insurance premium shall be adjusted up to the amount of the main premium. The difference between the minimum and main premium becomes payable to the insurer and should be paid by the insured prior to the filing of the claim.
11. The assignment letter for repair at a repair shop is issued to the client after the handling of the claim by the respective claim handling structure. It is not permitted to advice a visit to a repair shop to the insured prior to the issuance of an Assignment Letter.

C. CALCULATION OF THE DUE INSURANCE INDEMNITY

1. Regarding the calculation of the insurance indemnity, the insurer's employee or representative must inform the insured about the following specific provisions of the General Conditions:
1.1. Each paid indemnity leads to reduction of the sum insured.
2. After the survey is completed, the insurer's employee or representative shall explain to the insured or his/her representative the possible forms of indemnity based on the age group of the respective insured vehicle.
2.1. For vehicles not older than 4 years from the date of manufacturing, the indemnity may be provided in one of the following ways:
2.1.1. Based on a calculation according the insurer's Methodology and the conditions of the insurance contract;
2.1.2. Through repair at an independent or a dealer repair shop, if the insurer has a concluded contract with it.
2.1.2.1. A necessary review of documents is done to check their accuracy and once an electronic permission from an expert is issued, an assignment letter is generated through the Company's database for the respective repair shop. The letter is presented for signing to the two parties and then is handed over to the insured or his/her representative who needs to present the vehicle at the repair shop specified in the assignment letter. Until the presentation of the vehicle at the specified repair shop, it is deemed that no liability for recovery in kind has arisen yet for the insurer.
2.1.3. Through repair at a repair shop selected by the insured, based on a calculation already coordinated and approved by the insurer.
2.2. For vehicles between 4 and 7 years old from the date of manufacturing, the indemnity may be:
2.2.1. Based on a calculation according the insurer's Methodology and the conditions of the insurance contract;
2.2.2. Through repair at an independent or a dealer repair shop, if the insurer has a concluded contract with it.
A necessary review of documents is done to check their accuracy and, once an electronic permission from an expert is issued, an assignment letter is generated through the Company's database for the respective repair shop. The letter is presented for signing to the two parties and then is handed over to the insured or the authorized representative who needs to present the vehicle at the repair shop specified in the assignment letter. Until the presentation of the vehicle at the specified repair shop, it is deemed that no liability for recovery in kind has arisen yet for the insurer.
2.2.2.1.The possibility of repair at a repair shop is offered when the preconditions according to the insurance contract are fulfilled and there is a declared consent from the insured or the representative with an express power of attorney.
2.2.3. Through repair at a repair shop selected by the insured, based on a calculation already coordinated and the approved by the insurer.

2.3. For vehicles between 7 and 13 years old from the date of manufacturing, the indemnity may be:
2.3.1. Based on a calculation according the insurer's Methodology and the conditions of the insurance contract;
2.3.2. Through repair at a repair shop with which the insurer has signed a contract. A necessary review of documents is done to check their accuracy and, once an electronic permission from an expert is issued, an assignment letter is generated through the Company's data base for the respective repair shop. The letter is presented for signing to the two parties and then is handed over to the insured or their authorized representative who needs to present the vehicle at the repair shop specified in the assignment letter. Until the presentation of the vehicle at the specified repair shop, it is deemed that no liability for recovery in kind has arisen yet for the insurer.
2.4. For vehicles above 14 years after the date of manufacturing and vehicles with Casco 100 insurance, the indemnity may be provided only on the basis of a calculation according to the insurer's Methodology and the conditions of the insurance contract.

3. In case a deductible has been agreed by the parties, its amount shall be deducted from the amount of determined indemnity. In case of an assignment letter for repair at a repair shop, then a portion of the repair costs corresponding to the agreed deductible amount shall be paid by the insured to the repair shop.
4. In the Request for payment of indemnity, the insured or his/her representative should indicate in his/her own hand the selected manner of indemnity:
4.1. Bank money transfer.
If payment through bank account transfer is selected, the following should be written down accurately and legibly:
– given, middle and family name of the recipient;
– IBAN number of the recipient's bank account.
4.2. Repair at a repair shop.

D. ADDITIONAL INSURANCE AFTER PAYMENT OF THE INSURANCE INDEMNITY

Depending of the claim amount, additional insurance can be obtained for the purpose of restoring the amount of the initial sum insured. Additional insurance is not allowed in the cases specified in the general conditions of the insurance contract.

E. PAYMENT, REDUCTION OR REFUSAL OF INSURANCE INDEMNITY

1. The insurer shall pay the insurance indemnity within 15 working days from the date of submission of the documents listed in the insurance contract and any documents additionally requested by the insurer and necessary for establishing the grounds and amount of the claim. The insurance indemnity shall be paid to the bank account specified by the insured or the third party beneficiary or to the bank account of a representative authorized under a notarized power of attorney.
2. The report for payment or refusal of payment is prepared by an employee of the respective claim handling structure, through the database of the Company and is signed by the respective officers at the competent level.
3. In case the indemnity claimed by the insured or their representative differs from the indemnity determined by the insurer's experts or representatives, after the report for payment is signed at the competent level, a notification letter shall be prepared for the client, which should mandatorily state the reasons of the difference.
4. In case of refusal of insurance indemnity, after report for refusal is signed, a letter stating the reasons for the refusal shall be prepared.
5. If within six months after submission of the claim the insured or a third party beneficiary has not presented the evidence specified in the insurance contract and any additionally requested evidence, the insurer may refuse to pay insurance indemnity or decide to pay indemnity based on the presented evidence only.

CHAPTER II. RULES FOR CLAIM REGISTRATION AND PAYMENT OF INSURANCE INDEMNITY UNDER THIRD PARTY LIABILITY INSURANCE IN CASE OF MATERIAL DAMAGE CAUSED TO THIRD PARTIES

A. NOTIFICATION ABOUT INSURED EVENTS AND CLAIM REGISTRATION

The damaged party (person entitled to indemnity for damages caused by a vehicle) or his/her representative shall present the claim to the insurer at the respective regional structure, where s/he shall complete a Request for payment of insurance indemnity, according to a template of the Insurer, by submitting complete and accurate data of the bank account for the payment by the insurer. The incoming/registration number and registration date of the claim shall be recorded on the Request. In case the indemnity is to be paid to a person other than the person entitled to the indemnity, an express power of attorney with notarized signatures should be submitted to the insurer, authorizing the proxy to receive the indemnity on its own account and also containing a declaration that the consumer of insurance services has been notified that s/he is entitled to receive the payment in person.

1. At the time of completion of the Request for payment of indemnity, an employee or insurer's representative shall inform the damaged party or his/her representative that s/he needs to present the following documents:
2.1. Traffic Accident Report from the Traffic Police;
2.2. Traffic Accident Report from the inquiry officer;
2.3. Bilateral Traffic Accident Report;
2.4. In case of occurrence of Fire, the damaged party needs to present an official notice from the National Fire Safety and Protection of Population Service, with stated reasons for the occurred event.
2.5. Vehicle registration certificate;
2.6. Document for ownership of the damaged property.
3. After completion of the Request for payment of indemnity, an employee or insurer's representative marks with "X" the documents presented by the damaged party or his/her representative, and respectively with "0" any necessary documents which were not presented. Afterwards, the carbonless second copy of the Request is handed to the damaged party or his/her representative.
3.1. After the Request for payment of indemnity is completed, a claim for payment of insurance indemnity is registered.
3.2. In case the documents are incomplete – incorrectly filled in or not filled in, and also with corrections on them, a copy of the respective document is enclosed with the claim and the document is returned to the Insured or authorized representative for making the necessary corrections or certification. Within 45 days from presenting the initially requested evidence, the damaged party shall be informed of other documents or evidence which needs to be presented. Such documents are requested only in case the need for them could not be foreseen during the claim filing, they are essential for determining the grounds and amount of the claim, and also their provision is not hindered due to administrative or other reasons.. Upon each submission of documents, the employee or insurer's representative receiving such documents marks the date of their submission.
3.3. In case the damaged vehicle or property has not been presented for a survey, the completion of a Request for payment of indemnity is not a sufficient reason for registration of a claim in the database of the Company. In this case, the claim shall be assigned an incoming number and after presentation of the vehicle for a survey, the claim shall be registered in the database of the Company.
3.4. At the time when the claim is complete with all necessary documents, the damaged party or his/her representative should mandatorily sign at the bottom of the Request for payment of indemnity, writing down their name and date of submission of the final documents to the insurer.

B. SURVEY OF THE VEHICLE

1. The survey and description of the damages is performed by a committee composed of: an employee or insurer's representative and the damaged party or his/her representative.
2. Prior to the survey, the insurer's employee or representative mandatorily compares the data filled in by the damaged party or his/her representative in the Request for payment of indemnity with respect to the data in the Traffic Accident Report, the vehicle registration certificate and the driver's license of the person driving the vehicle at the time of the traffic accident.
3. In the beginning of the survey, the first mandatory action is to check the state registration number of the vehicle with respect to the number in the vehicle registration certificate. Afterwards, a panoramic photo is taken of the vehicle, which mandatorily should show the state registration number of the vehicle, as well as the entire vehicle.
4. It is mandatory to check the vehicle's chassis number against the number in the registration certificate. During the survey it is mandatory to the take a photo of the chassis number of the vehicle.
5. The next step after checking the data is to conduct the survey itself, in the following manner:
5.1. The insurer's employee mandatorily takes photos of the damaged zones of the vehicle, and then close-up photos of the damaged elements. It is not permitted to perform a survey without taking photos of the damages;
5.2. During a survey of property other than a vehicle, a detailed photo is taken of the damaged property, as well as panoramic overview photo showing the zones and nature of the damages;
5.3. The employee fills in the generated document about identified damages, missing parts and degree of impairment of the vehicle or other damaged property, marking with X the respective degree for repair or need for replacement of an element, as well as the need of repaint or repair (for damages to property other than a vehicle).
6. After completion of the document with the findings from the survey and the taking of photos for the claim, the two copies of the document are signed by the insurer's employee or representative performing the survey and by the damaged party or his/her representative. One copy is for the insurer and the other copy is handed to the damaged party or his/her representative.
The company's employee is obliged to inform the damaged party or his/her representative that the performed survey of the damaged vehicle is not final and is subject to confirmation by an expert of the Company at the respective claim handling structure of the Company.

7. The number and date of the claim registration are marked on the Claim Registration Slip which is given to the damaged party or his/her representative.
8. In case the insured event is attested with a bilateral traffic accident report, the insurer may request a detailed explanation in writing about the accident event from the person with the Motor Third Party Liability insurance.

C. DETERMINATION OF THE DUE INSURANCE INDEMNITY

1. The insurance indemnity may not exceed the actual value of the incurred damage.
2. The insurance indemnity is calculated based on a uniform Methodology for claim settlement and indemnification of damage to vehicles under the compulsory Motor Third Party Liability insurance established in the effective legislation, in the cases when the damaged party has not presented proof-of-cost documents.
3. When the indemnity is calculated according to an expert appraisal/calculation, the insurer may calculate the damages of the vehicle using also its own Methodology, while complying with the Methodology for claim settlement and indemnification of damage to vehicles under the compulsory Motor Third Party Liability insurance established in the effective legislation. In this case the indemnity may not be lower than the indemnity calculated according to the methodology established in the effective legislation.
4. In the Request for payment of indemnity, the damaged party or his/her representative should declare in writing the manner of payment of the insurance indemnity.
   4.1. Bank money transfer.
   If payment through bank money transfer is selected, the following should be written down accurately and legibly:
   – given, middle and family name of the recipient;
   – IBAN number of the recipient's bank account.

D. PAYMENT, REDUCTION OR REFUSAL FOR PAYMENT OF INSURANCE INDEMNITY

1. The insurance indemnity shall be paid within 15 working days from the date of submission by the damaged party or his/her representative of all requested documents for establishing the event and amount of the claim. The insurer should mandatorily issue a decision within a period of 3 months from the date on which the claim was registered.
2. The report for payment of the claim is prepared by an employee at the respective claim handling (client) center, through the database of the Company and is signed by the respective officers in accordance with their competences.
3. In case the indemnity claimed by the damaged party or his/her representative differs from the indemnity determined by the experts of the insurer, after the report for payment is signed at the competent level, a notification letter shall be prepared for the damaged party or his/her representative which mandatory should state the reasons for the difference.
4. In case of a refusal of insurance indemnity, after the report for refusal is signed at the competent level, a letter with a motivated answer shall be prepared for the damaged party or his/her representative, which mandatorily should also be countersigned by an employee of the Legal Department of the insurer.
5. Within a three-month period from the registration of the claim, the insurer shall inform in writing the damaged party or his/her representative in case the grounds of the filed claim or the amount of the incurred damages are not fully established.

CHAPTER III. RULES FOR CLAIM REGISTRATION AND PAYMENT OF INSURANCE INDEMNITY UNDER THIRD PARTY LIABILITY INSURANCE IN CASES OF NON-MATERIAL AND RELATED MATERIAL DAMAGES DUE TO BODILY INJURY OR DEATH

A. NOTIFICATION ABOUT THE OCCURRENCE OF AN INSURED EVENT AND CLAIM REGISTRATION

1. In case of death or bodily injury suffered by third parties, the indemnity is determined by the insurance expert commission (IEC) of the insurer or under court proceedings.
2. IEC works according to rules adopted by the Management Board of the Company and a methodology for determining the insurance indemnity based on criteria related to the degree of injury.
   2.1. Significant factors considered in the determination of the amount of insurance indemnity for suffered bodily injuries include: nature of the injury; age of the injured person; circumstances of the event; cases of contributory fault on the part of the damaged party; subsequent aggravation of the medication condition; resulting disabilities, disfigurement, educational level, employment, income for a previous period, etc.
   2.2. Significant factors considered in case of caused death are: circumstances of the death, age of the deceased, relations between the deceased person and their heir who claims non-material damages; persons with a right to receive support from the deceased person; his/her annual income, employment, etc.
3. The injured person or his/her heirs need to file in person or through an authorized representative a claim, through a request or a template form of the insured, addressed to the chairperson of IEC for payment of insurance indemnity, which request is mandatorily assigned an incoming number by the Company. In the request for payment of insurance indemnity the injured person is obliged to provide complete and accurate data about the bank account for payments from the insurer.
   3.1. In case the indemnity is to be paid to a person other than the one entitled to receive the insurance indemnity, an express power of attorney with notarized signatures should be submitted to the insurer, authorizing the proxy to receive the indemnity on its own account and also containing a declaration that the consumer of insurance services has been notified that s/he is entitled to receive the payment in person.
4. The request should be accompanied with documents attesting to the occurred insured event, as well as medical or other documents proving the type and nature of the injury, and namely:
   4.1. Document attesting to the event – Traffic Accident Report from the Traffic Police or another accident report;
   4.2. Medical documentation – medical opinions, medical reports, certificates, discharge summaries, medical case histories, statements from a Medical Advisory Committee or Territorial Expert Medical Commission (TEMC);
   4.3. Original copy of the certificate of legal heirs and a notarized copy of the death certificate – in case of death;
   4.4. Official notice from an inquiry officer, notarized copy of a prosecutor's ruling, penal ruling or effective sentence against the guilty party under penal proceedings – in case of a medium or severe bodily injury or death, as well as a technical report and inspection report attesting to the circumstances of the event;
   4.5. Original copies of invoices and receipts with a sales slip for the expenses incurred for medications and medical treatment/rehabilitation, in case reimbursement of such expenses is claimed;
   4.6. Invoices and other proof-of-cost documents attesting to the reasonable expenses incurred for the filing of the claim to the insurer.
5. For the handling of claims in which indemnity is sought on the basis of a court decision (ruling) against a guilty party under penal proceedings, the injured person or his/her representative needs to submit the following documents:
   5.1. Certified copy of the court ruling with the reasons for it, issued under penal proceedings;
   5.2. Original copy of a writ of execution;
   5.3. Certified copies of medical documentation – medical case histories, medical certificates. Upon submission of the initially requested documents, the injured person shall be informed of other documents or evidence, if any, which needs to be presented. Such documents are requested only in case they are essential for determining the grounds and amount of the claim, and also when their provision is not hindered due to administrative or other reasons.
6. All additional documents submitted at the request of IEC are registered in the document filing system of the Company with an assigned incoming number.
7. Based on the analysis of the circumstances in the presented documents and the written statement of the medical doctor who is a member of IEC and in accordance with the legislation and legal practice, IEC shall prepare a protocol determining the amount of insurance indemnity or present a motivated statement for refusal of indemnity payment.
8. Within 15 working days from the submission of the evidence requested from the injured person or his/her representative, the insurer is obliged to pay or refuse insurance indemnity.
9. The insurer is obliged to issue a decision on the claims filed by injured persona or their representatives within a three-month period from the date when the claim was submitted.
10. In case when during the period under it. 9 the grounds or the amount of the claim cannot be established fully based on the evidence presented to the insurer, the insurer shall inform the insured thereof.
11. Depending on the decision of IEC under the preceding item and in case an agreement is reached with the entitled party to the claim and the insurer, the parties may conclude an agreement settling the relations between the parties. In case of refusal of indemnity by the insurer or if the insurer is unable to establish the circumstances of the event or its amount, a notification letter shall be sent to the entitled person, stating the reasons for the refusal or absence of decision.
12. In case of an effective court decision under civil proceedings against the insurer, the indemnity for suffered non-material and related material damages shall be paid after submitting an original copy of the writ of execution.

CHAPTER IV. RULES FOR CLAIM REGISTRATION AND PAYMENT OF INSURANCE INDEMNITY UNDER CARRIER'S LIABILITY INSURANCE

A. NOTIFICATION OF AN INSURANCE EVENT

1. The Insured is obliged to notify the insurer in writing of the occurrence of an insured even and of claims filed against the insured not later than 7 (seven) days after they become known to him. When, in light of the nature of damage to the insured cargo, it is necessary to appoint an average surveyor to establish the

type and nature of the damage, its amount, time and place of its occurrence and the reasons for it, the insured shall seek instruction from the insurer as soon as possible.

B. SUBMISSION OF CLAIMS FOR PAYMENT OF INSURANCE INDEMNITY

1. Claims for payment of insurance indemnity shall be sent in writing and, when received at a unit or territorial division of the insurer, shall be registered with an incoming number. All original copies of claims received at a unit or territorial division of the Insurer shall be sent to the Cargo and Carrier's Liability (CL) Claims Division on the day they are received.
2. The claim submitted to the insurer must contain complete and accurate data of the bank account of the beneficiary entitled to receive insurance indemnity.
3. The following documents shall be enclosed with the claim for indemnity from the Insured:
   – A letter of claim by the rightful claimant;
   – Request for transportation made to the carrier and the instructions received for the transportation;
   – Consignment for completed carriage: original copy or notarized true copy of the original;
   – Commercial invoice, packing list and specification of the transported goods;
   – Bilateral statement of findings between the recipient and the carrier about identified deficiencies and/or damage to the transported goods, and pictures of both the goods and the motor vehicle;
   – Original copy of explanations from the driver;
   – Surveyor report, if any;
   – Cargo owner declaration of not having cargo insurance;
   – Documents certifying the amount of loss or damage and of the claim, such as: invoice for repackaging, invoice for repair, invoice for income from salvaging the damaged goods, protocol for write-off goods, and other such like as the case may be;
   – Documents for events when the loss or damage of the goods are due to:
   A) Traffic accident – Police Traffic Accident Report; Bilateral Traffic Accident Report for the traffic accident or other certifying document issued by the police authority of the country where the accident has occurred;
   B) Theft – an official record or another document from the police and a copy of the complaint to the police with a registration number, police report;
   C) Fire – official record from the fire safety department; police report;
   – In case of transport with refrigerated trailers: a record of the temperature mode, ATP certificate, statement of findings from an official service unit for the occurrence of breakdown of the refrigeration unit during the carriage in accordance with the conditions of the insurance;
   – Documents for payments/deductions, proving the right of the beneficiary indicated in the claim to receive insurance indemnity;
   – Court claim against the insured, in case the claim was brought before the court;
   – Court ruling when the carrier's liability has been established by the court.
   3.1. In case of a recourse claim filed by another insurer, a copy of the insurance policy, a document for payment and a subrogation letter shall be attached.
4. Within 45 days after submission of the initially requested evidence, the insured shall be notified of other necessary documents and evidence that has to be submitted by the insured or the beneficiary. Such evidence is required only if the need for it could not be foreseen upon the claim submission, it is essential for determining the grounds and amount of the claim, and that there are no administrative or material hindrances to presenting such documents. Upon each submission of documents, an insurer's employee or representative shall indicate the date of their receipt. In order to establish the validity of the claim and the amount of damages, the insurer also has the right to request and collect information and evidence from government authorities and third parties.

C. DETERMINATION AND PAYMENT OF INSURANCE INDEMNITY. REFUSAL OF INDEMNITY.

1. Each claim is registered in the information system. The claim is considered based on the coverage of the insurance policy
2. The amount of indemnity shall be calculated according to the findings of the submitted protocols, the supplier's invoice and other documents. The indemnity is determined on the basis of the value of the damaged / missing cargo as per commercial invoice, or up to 8.33 SDR per kg of gross weight of the damaged/ missing cargo, whichever is less.
3. In case of repair or expenses charged for restoration of the damaged goods, the indemnity shall be equal to the value of the repair or expenses according to the provided proof-of-cost document, or up to 8.33 SDR per kg of gross weight of the damaged/missing cargo, whichever is less.
4. The Insurer shall reimburse the insured for the reasonably incurred expenses for salvaging the cargo in the event of a traffic accident, as well as the storage costs for not more than 48 (forty-eight) hours.
5. The insurance indemnity shall be paid within 15 working days after the insured and/or the beneficiary have submitted all requested documents for establishment of the event and amount of damages.
6. In case the indemnity determined by the insurer differs from the claimed indemnity, after the payment report is signed at the competent level, a notification letter shall be prepared which should mandatorily state the reasons for the difference.
7. In case of refusal of insurance indemnity, an official letter with a motivated answer shall be prepared at the competent level, which must be signed by an employee of the Legal Department of the insurer.
8. In case the insured has withdrawn its claim against the insurer in writing, no letter of rejection shall be prepared.
9. If within six months after submission of the claim the insured or the beneficiary has not presented the evidence specified in the insurance contract and the additional requested evidence, the Insurer may refuse to pay insurance indemnity or decide to pay indemnity based on the presented evidence only.

CHAPTER V. RULES FOR CLAIM REGISTRATION AND PAYMENT OF INSURANCE INDEMNITY UNDER PERSONAL ACCIDENT INSURANCE OF PASSENGERS IN THE PUBLIC TRANSPORT

A. NOTIFICATION OF AN INSURANCE EVENT AND SUBMISSION OF CLAIMS

1. The liability of the insurer for payment of the sum insured or the relevant portion thereof arises in cases where an accident has caused the death or permanent disablement of a passenger.
   1.1. The injured person or his/her representative files a claim at the relevant regional unit of the insurer, by filling in "Request for payment of insurance indemnity" per template of the insurer, which receives an incoming/registration number of the claim and registration date. In the request for payment of insurance indemnity, the injured person is obliged to provide complete and accurate data on the bank account to which the payments are to be made by the insurer.
   1.2. In case the indemnity is to be paid to a person other than the beneficiary of the insurance indemnity, the insurer should be presented with an express power of attorney with notarized signatures, authorizing the proxy to receive indemnity to his/her own account and containing a statement that the consumer of insurance services has been informed that s/he is entitled to receive payment in person.
2. For the payment of the sum insured or a relevant portion of it, the respective employee shall notify the insured or the injured person that s/he is obliged to present the following documents:
   2.1. A claim request per template of the insurer shall be filled in by the insured or the legal heirs in the event of death. The claim request shall indicate the manner of determining the % (percentage) of permanent disability – with in-person presence before the Insurance Expert Commission of the insurer or based on documents.
   2.2. Traffic Accident Report with information of the injured passengers; in case they are not listed, an official record from the Ministry of Interior with such data is required.
   2.3. Accident Report from the transport carrier or the competent state authority, for the injured passenger, with a detailed description of the case.
   2.4. Original copy of the ticket, card or another document proving that the injured person was a passenger.
   2.5. Certified copies of medical documentation – medical history, medical certificates, sick leave notes, X-rays, test results, etc.
   2.6. Legal medical expert statement from a Territorial Expert Medical Commission (TEMC) – for the cases when the % (percentage) of permanent disability is determined by an expert decision of TEMC.
   2.7. Certificate of legal heirs and a copy of the death certificate – in case of death. Within 45 days after submission of the initially requested evidence, the insured, respectively the injured person or their representative shall be notified of any other necessary documents and evidence that has to be submitted. Such evidence is required only if the need for it could not be foreseen upon the claim submission, it is essential for determining the grounds and amount of the claim, and there are no administrative or material hindrances to presenting such documents. Upon each submission of documents, an employee or representative of the insurer shall indicate the date of their receipt. All documents submitted with the claim shall be listed in the list of documents in the "Request for payment of insurance indemnity", with a record of the dates of receipt and signatures of the insured/representative and the insurer's employee placed against the date.

B. DETERMINATION OF THE INSURANCE INDEMNITY AMOUNT

1. The amount of indemnity is determined by the Insurance Medical Commission of the insurer or by TEMC, after complete alleviation of the injuries of the Insured, but not earlier than 3 months and not later than 1 year from the date of the event. The Commission shall meet and examine the files in compliance with the rules and criteria set out in the Ordinance on Medical Expertise (adopted by the Council of Ministers with Act No. 87 of 5 May 2010).

C. PAYMENT OF INSURANCE INDEMNITY AND REFUSAL OF INSURANCE INDEMNITY

1. The insurer shall undertake the payment of insurance indemnity within 15 working days after the receipt all the evidence specified in the insurance contract and requested additionally.
2. An employee of the Insurer prepares a report for the payment of insurance indemnity. The report for payment of the claim is prepared by the respective employee of the Insurer and is signed by the respective officers of the Insurer in accordance with the internal regulations of the Company.
3. The injured person or his/her representative shall be notified in writing of the decision taken by the Medical Insurance Commission, the determined amount of the insurance indemnity and the manner of its determination.
4. In case the indemnity determined by the insurer's experts differs from the indemnity claimed by the Insured or the injured person, after the payment report is signed at the competent level, a notification letter shall be prepared stating the reasons for the difference.
5. In case of refusal of insurance indemnity, an official letter with a motivated answer shall be prepared at the competent level, which must be signed by an employee of the Legal Department of the insurer.
6. If within six months after submission of the claim the Insured or the injured person has not presented the evidence specified in the insurance contract or any additionally requested evidence, the insurer may refuse to pay insurance indemnity or decide to pay indemnity based on the presented evidence only.

CHAPTER VI. RULES FOR CLAIMS REGISTRATION AND PAYMENT OF INSURANCE INDEMNITY UNDER PERSONAL ACCIDENT AND SICKNESS INSURANCE

A. NOTIFICATION OF AN INSURED EVENT AND CLAIM REGISTRATION

Upon occurrence of an insured event, the insured, a third party beneficiary or their authorized representative shall register a claim within the period specified in the General Conditions of the contract, at the respective regional unit of the insurer, by filling in a Request for payment of insurance indemnity, per template of the insurer, with an incoming/registration number and submission date recorded on the request. In the request, the damaged party must specify complete and accurate data about the bank account for the payments by the insurer. In case the indemnity is to be paid to a person other than the person entitled to insurance indemnity, an express power of attorney with notarized signatures should be submitted, authorizing the proxy to receive the indemnity on his/her own account and also containing a declaration that the consumer of insurance services has been notified that s/he is entitled to receive the payment in person.

An employee or representative of the insurer shall inform the insured or the damaged that s/he needs to present the following documents:

1. In case of a labor accident:
   1.1. Claim request: per template of the insurer, with a brief written description of the details of the occurrence, as well as a telephone number and address for contact;
   1.2. Document attesting to the insurance event: traffic accident report (copy) or an accident questionnaire and witness accounts;
   1.3. Official note from the insuring party, confirming that on the date of the event the respective person was under legal labor relations with the insuring party;
   1.4. Power of attorney: in the case the sum insured is to be paid to a person other than the insured or the entity that has incurred the costs;
   1.5. Original copies of the proof-of-cost documents (invoices, other supporting documents);
   1.6. Medical documents from the medical establishment (discharge summaries, X-rays, etc.);
   1.7. Expert decision from a TEMC/NEMC commission;
   1.8. Results from an alcohol blood test;
   1.9. Labor accident report;
   1.10. Labor accident declaration;
   1.11. Document from the National Social Security Institute, determining the accident as a labor accident;
   1.12. Certificate of heirs, death certificate and forensic medical opinion: in case of death.
2. In case of non-labor accident:
   2.1. Official note from the insuring party, confirming that on the date of the event the respective person was under legal labor relations with the insuring party;
   2.2. Sick leave note;
   2.3. Accident questionnaire;
   2.4. Witness accounts;
   2.5. Written explanation from the injured person;
   2.6. In case of a traffic accident: document (report) from the competent authorities.
3. In case of sickness:
   3.1. Claim request: per template of the insurer, with a brief written description of the details of the insurance event, as well as a telephone number and address for contact;
   3.2. Document attesting to the sickness;
   3.2.1. In case of outpatient treatment: sick leave notes, outpatient records from a general practitioner, personal outpatient card;
   3.2.2. In case of hospital treatment: medical history and in-patient records;
   3.3. Original copy of the insurance policy and all endorsements to it, if any;
   3.4. Official note from the insuring party, confirming that on the date of the event the respective person was under legal labor relations with the insuring party;
   3.5. Power of attorney: in the case an insurance amount is to be paid to a person other than the insured or the entity that has incurred the costs;
   3.6. Original copies of the proof-of-cost documents (invoices, other supporting documents);
   3.7. The insured, a third party beneficiary or their authorized representative shall present all evidence and records, specifically stated in the respective sections of the policy, as well as any other record which may additionally requested by the insurer, depending on the case.
   In case the documents are incomplete – incorrectly filled in or not filled in, and also with corrections on them, a copy of the respective document shall be enclosed with the claim, whereas the document itself shall be returned to the insured or their authorized representative for making the necessary corrections or certification.
   Within 45 days from presenting the initially requested evidence, the insured or the third party beneficiary shall be informed of other documents or evidence which needs to be presented. Such documents are requested only in case the need for them could not be foreseen during the claim registration, they are essential for determining the grounds and amount of the claim, and also their provision is not hindered due to administrative or other reasons. Upon each submission of documents, the insurer's employee marks the date of submission. All documents presented for the claim are marked in the document list in the Request for indemnity payment, whereas the date of submission is written down and the insured/representative and the insurer's employee/representative sign against the date.
4. The claims are registered and put together at the respective regional structure of the insurer when the request is submitted.

B. DETERMINATION OF THE INSURANCE INDEMNITY AMOUNT. REFUSAL TO PAY INSURANCE INDEMNITY

1. In case of a permanent reduced work capacity due to a labor accident, the amount of indemnity is determined by the insurance medical expert commission of the insurer in accordance with the Ordinance on Medical Expertise or by a TEMC/NEMC commission, as a percentage of the sum insured. The percentage of permanently reduced work capacity shall be determined not earlier than 3 months and not later than 12 months after the date of the event.
2. In case of temporary disablement, the amount of the insurance indemnity is determined as a percentage of gross monthly salary of the worker or employee for which the insurance was concluded, for each newly begun month of temporary disablement, depending on the duration of the disablement in accordance with the Ordinance for compulsory insurance of the employees for the risk of labor accident.
3. In case of death of an insured person as a result of accident, the amount of the insurance indemnity is determined in accordance with the Ordinance for compulsory insurance of the employees for the risk of labor accident.
4. In case of non-labor accident, the insurance indemnity shall be determined based on an agreed percentage of the sum insured declared at the conclusion of the insurance.

C. PAYMENT OF INSURANCE INDEMNITY

1. The insurance indemnity shall be paid within 15 working days after the Insured have submitted all requested documents for establishment of the event and the amount of damages.
2. The indemnity shall be paid to the bank account specified by the Insured.
3. insurer's employee prepares a report for indemnity payment through the data base.
4. The payment report shall be signed is signed by the respective insurance officers at the competent level.
5. The insured or their representative shall be informed of the decision taken on the claim file and the indemnity amount with an official notification letter.
6. In case the indemnity determined by the insurer's experts differs from the indemnity claimed by the Insured, after the payment report is signed at the competent level, a notification letter shall be prepared which must state the reasons for the difference. The letter shall be signed by the Head of the Personal Accident and Sickness Section.
7. In case of refusal of insurance indemnity, an official letter with a motivated answer shall be prepared at the competent level, which must be signed by an employee of the Legal Department of the insurer.

8. If within six months after submission of the claim the Insured or the injured person has not presented the evidence specified in the insurance contract and any additionally requested evidence, the insurer may refuse to pay insurance indemnity or decide to pay indemnity based on the presented evidence only.

CHAPTER VII. RULES FOR CLAIM REGISTRATION AND PAYMENT OF INSURANCE INDEMNITY UNDER INSURANCE FOR TRAVEL ASSISTANCE AND MEDICAL EXPENSES DURING TRAVEL ABROAD

A. NOTIFICATION OF AN INSURED EVENT AND CLAIM REGISTRATION

1. Upon occurrence of an insured event, the Insured, a third party beneficiary or their authorized representative shall register a claim with the insurer within the period specified in the General Conditions of the contract.
2. An employee or representative of the insurer shall check the accurate and proper filling in of all required data and information, place a registration/incoming number on the claim, as well as a registration date. For the purposes of handling of and decision on the case, the insurer's employee shall inform the insured and/or damaged party that s/he needs to submit the following documents:
   2.1. Claim request: per template of the insurer, with a brief written description of the details of the occurrence, a telephone number and address for contact, as well as the manner of payment (reimbursement) of the medical expenses in case they have already been paid. In the request, the insured or their representative need to state full and accurate details of the bank account for payment of the insurance indemnity.
   2.2. Notarized power of attorney: in the case the sum insured is to be paid to a person other than the insured or the entity that has incurred the costs.
   2.3. Original copies of the proof-of-cost documents (invoices, other supporting documents);
   2.4. Medical documentation from the medical establishment with a breakdown of the expenses (medical histories, X-rays, etc.)
   2.5. Original copy of a certificate of legal heirs and a notarized death certificate valid on the date of the claim submission – in case of death. The insured, the third party beneficiary or the authorized representative is obliged to present all evidence and records specifically stated in the respective sections of the policy, as well as any other which may be requested by the insurer, depending of the specific case.
3. In case the documents are incomplete – incorrectly filled in or not filled in, and also with corrections on them, a copy of the respective document shall be enclosed with the claim, whereas the document itself shall be returned to the insured or their representative for making the necessary corrections or certification.
   Within 45 days from presenting the initially requested evidence, the insured shall be informed of other documents or evidence which needs to be presented. Such documents are requested only in case the need for them could not be foreseen during the claim registration, they are essential for determining the grounds and amount of the claim, and also their provision is not hindered due to administrative or other reasons. Upon each submission of documents, the insurer's employee marks the date of submission. All documents presented for the claim are marked in the document list in the Request for indemnity payment, whereas the date of submission is written down and the insured/representative and the insurer's employee/representative sign against the date.
4. The claims are registered and put together at the respective regional structure of the insurer when the request is submitted.

B. DETERMINATION OF THE INSURANCE AMOUNT

1. The insurance indemnity shall be paid within 15 working days after the Insured have submitted all requested documents for establishment of the event and the amount of damages.
2. For the insurance of "Medical Expenses during Travel Abroad" and "Personal Accident Abroad", the amount of insurance indemnity shall be determined based on the received documents up to the agreed limit for each person during the validity period of the policy.
3. Expenses for "Repatriation" are subject to reimbursement upon submission of the original copies of proof-of-cost documents up to the agreed limit under the policy.
4. In case of a permanent reduced work capacity due to an accident, the amount of indemnity is determined by an Insurance Medical Expert Commission of the insurer in accordance with the Ordinance on Medical Expertise or by a TEMC commission, as a percentage of the sum insured. The percentage of permanent reduced work capacity shall be determined not earlier than 3 months and not later than 12 months after the date of the event.
5. In case of death of an insured person as a result of accident or acute illness, the insurance indemnity shall be paid to the legal heirs of the deceased.

C. PAYMENT OF INSURANCE INDEMNITY. REFUSAL TO PAY INSURANCE INDEMNITY.

1. The insurance indemnity shall be paid within 15 working days after the Insured and/or the beneficiary have submitted all requested documents for establishment of the event and the amount of damages.
2. In case the indemnity determined by the Insurer's experts differs from the claim of the Insured, after the payment report is signed at the competent level, a notification letter shall be prepared which must state the reasons for the difference. The letter shall be signed by the respective head of section.
3. In case of refusal of insurance indemnity, an official letter with a motivated answer shall be prepared at the competent level, which must be signed by an employee of the Legal Department of the insurer.
4. If within six months after submission of the claim the Insured or the injured person has not presented the evidence specified in the insurance contract and any additionally requested evidence, the insurer may refuse to pay insurance indemnity or decide to pay indemnity based on the presented evidence only.

CHAPTER VIII. RULES FOR CLAIM REGISTRATION AND PAYMENT OF INSURANCE INDEMNITY UNDER PROPERTY DAMAGE INSURANCE

A. NOTIFICATION OF AN INSURED EVENT AND CLAIM REGISTRATION

1. Upon occurrence of an insured event, the Insured, a third party beneficiary or their authorized representative shall register a claim with the insurer within the period specified in the General Conditions of the contract. The notification of a claim shall be given in writing at an insurer's office within 3 (three) days after learning of an insured event, and in case of occurrence of a Fire or Theft risk, the notification shall be given in writing at an insurer's office within 24 (twenty-four) hours of learning thereof.
2. The insured or their representative need to visit the closest insurer's office and fill in a Request per template of the company, on which an incoming number and date are placed. The insured, third party beneficiary or their representative needs to provide in the request full and accurate data of the bank account for payment of the insurance indemnity.
3. The employee or representative of the insured shall mandatorily check for the accurate and detailed filling of all necessary data and information, place an incoming/registration number on the claim and a registration date. For the purposes of handling of and decision on the case, the insured, a third party beneficiary or their representative is obliged to present the following documents:
   1. Notarized power of attorney (in the case the indemnity is to be paid to a person other than the insured or a third party beneficiary).
   2. Document of title; written approval by the owner of the insured property, in case the insured is not the owner of the insured property.

I. Documents for certification and evidence of the grounds of a claim:

Events subject to confirmation with an official document from the competent authorities:
"Fire": official reference from the fire protection authorities, with listed causes of the occurrence and/or from the police authorities when the occurrence is subject to police investigation or pretrial proceedings;
"Malicious acts of third parties": official reference from the police or a certified transcript of a prosecutor's decree, if any;
"Burglary theft and robbery": official reference from the police or a certified transcript of a prosecutor's decree;
"Impact from a motor vehicle": traffic accident report from the traffic police;
"Storm", "Hurricane" – official record from a regional hydrometeorology service with information on the wind speed (m/s).
"Flood": official record from a regional hydrometeorology service with information on the minimum rainfall amount fallen per 1 sq.m.;
"Lightning strike": official record from a regional hydrometeorology service on the occurrence of a lightning storm in the respective area (the cover applies only for direct lighting strikes on objects!);
Overvoltage, induction of electric current in the power grid: statement of findings from the respective power distribution and supply company on the resulting damages;
"Earthquake": official record from the Seismology Institute of the Bulgarian Academy of Sciences;
"Landslide": official note from a municipal authority.

II. Documents for certification and evidence of the claim amount:

1. Accounting records of the value of the damaged property affected by the occurrence and subject of the claim, written reports, inventory lists, audit records, warehouse receipts, etc., depending on the nature of the claim;
2. Proof-of-cost documents (invoices, bills of quantity, calculations, orders, etc.) for received services, materials and labor provided for restoration or replacement.
3. Indemnity claim with a specified bank account (IBAN). The insured or the third party beneficiary is obliged to the claim the manner of determination of the payable indemnity: according to expert assessment or based on proof-of-cost documents, whereas the insured mandatorily needs to coordinate with the insurer the amount of any offer for repair or replacement. The insured or the third party beneficiary is obliged to present all evidence and records specifically requested in the sections of the policy, as well as any other documents of material importance which are additionally requested by the insurer, depending on the specifics and

nature of the case.

4. In case the documents are incomplete – incorrectly filled in or not filled in, and also with corrections on them, a copy of the respective document shall be enclosed with the claim, whereas the document itself shall be returned to the insured or their representative for making the necessary corrections or certification.
   Within 45 days from presenting the initially requested evidence, the insured or the third party beneficiary shall be informed of other documents or evidence which needs to be presented. Such documents are requested only in case the need for them could not be foreseen during the claim registration, they are essential for determining the grounds and amount of the claim, and also their provision is not hindered due to administrative or other reasons. All documents submitted with the claim are recorded in the list of documents in the "Request for insurance indemnity", whereas the date of submission of each one is written down and the insured/representative and the insurer's employee sign against those dates.
5. After the Request is filled in, a claim is registered for the payment of insurance indemnity.
6. The claims are registered and put together at the respective regional structure of the insurer when the request is submitted.

B. SURVEY OF DAMAGES

1. The survey and description of the damages is performed by a committee composed of: an insurer's employee or representative and the insured or his/her representative.
2. Prior to the survey, the insurer's employee or representative mandatorily compares the data filled in by the insured, his representative or third party beneficiary in the Request against the data in the policy: i.e. policy validity (whether the event took place during the validity period), risks cover (if the event represents a risk covered by the policy), proper address and policyholder.
3. After the data is checked, a survey of the damage is performed.
   3.1. During the survey at the insured site, it is mandatory to take photos of the damages at the site. A statement of findings shall be prepared, with precise information about the location, alleged date of occurrence, nature of the damages, cause and quantities (if possible) of the visible losses and damages.
4. After the statement of findings is filled in and photo material is collected for the claim, the two copies of the statement are signed by the insurer's employee and by the insured or his/her representative, whereas one of the copies remains for the employee, and the other for the insured or his/her representative. The Company's employee is obliged to inform the insured or his/her representative that the performed survey of the property is not final, in case the nature and degree of the damages necessitate the performance of additional inspection.
5. The insurer has the right also to appoint experts /loss adjusters/ to assess the amount of the loss and other circumstances related to the insured event.

C. CALCULATION OF THE DUE INSURANCE INDEMNITY

1. The respective insurer's employee or representative is obliged to take into account specific requirements under the General Conditions.
2. After the survey is completed, the employee or insurer's representative shall explain to the insured or his/her representative the possible forms of indemnity. According to the General conditions, the insured may be indemnified in two ways:
   2.1. Per expert assessment (calculation) of the insurer, prepared by a licensed appraiser on the basis of current expenditure norms (Aggregate Expenditure Norms, Labor Norms in Construction, Stroyexpert Consult norms) for construction on the territory of the Republic of Bulgaria and relevant market prices of construction materials, with determination of a unit price for construction and erection works (work and materials), according to a software product for pricing in construction used by the insurer.
   2.2. Based on performed expert examinations (building and construction related, accounting, technical, etc.), proforma invoices and calculations, prepared by appointed external experts.
   2.3. Based on submitted proof-of-cost documents (invoices), with described types of performed works and input materials or enclosed report on performed works – Form 19 template.
   The following should be provided to the insurer:
   2.3.1. from legal entities with VAT registration: copy of the invoice with wet stamp certification;
   2.3.2. from legal entities without VAT registration: original copy of the invoice;
   2.3.3. from individuals: original copy of the invoice.
   For all cases above, the insurer shall not owe indemnity for repairs performed on property not affected by the insured event, or for made improvements. The recovery of losses shall be up to the type and quality of the property before the event (i.e. of the same type and quality).
3. During the filling in of the Request by the insured, his/her representative or third party beneficiary, an insurer's employee or representative shall proactively assist for the proper and detailed filling in of the request and shall clarify the required information in it, as well as its implications. The claimant is also obliged to declare in writing the manner of payment of the insurance indemnity.
   3.1. Bank account transfer.
   If payment by bank transfer is chosen, the following accurate and clear information should be provided:
   – given, middle and last name of the recipient;
   – IBAN of the bank account of the recipient.
   3.2. Once the claim is complete with all required documents, the insured or his/her representative should mandatorily sign at the bottom of the Request form, writing down his/her name and the date of submission of the last documents presented.

D. PAYMENT OF INSURANCE INDEMNITY. REFUSAL OF INDEMNITY.

1. The insurance indemnity shall be paid within 15 working days after the insured, his/her representative or a third party has submitted all requested documents for establishment of the event and the amount of damages.
2. A report for confirmation and payment of insurance indemnity or respectively a motivated statement for refusal shall be drafted.
3. The report for payment shall be signed by the respective employees at the competent level.
4. In case the indemnity determined by the insurer's experts differs from the claimed amount, after the payment report is signed at the competent level, a notification letter shall be prepared which must state the reasons for the difference.
5. In case of refusal of insurance indemnity, an official letter with a motivated answer shall be prepared at the competent level, which must be countersigned also by an employee of the Legal Department of the insurer.
6. If within six months after submission of the claim the Insured or the injured person has not presented the evidence specified in the insurance contract and any additionally requested evidence, the insurer may refuse to pay insurance indemnity or decide to pay indemnity based on the presented evidence only.

CHAPTER IX. RULES FOR CLAIM REGISTRATION AND PAYMENT OF INSURANCE INDEMNITY UNDER PROFESSIONAL INDEMNITY INSURANCE

A. NOTIFICATION OF AN INSURED EVENT AND CLAIM REGISTRATION

1.1. The insurer's liability for payment of insurance indemnity arises in cases when the insured becomes obliged to pay, based on a court ruling or a settlement, for claims for damages suffered by third parties as a result of a culpable failure of the insured to fulfill his/her professional obligations (incl. due to errors, omission or negligence);

1.2. Upon occurrence of an insured event, the insured is obliged:
   1.2.1. To notify in writing the insurer within 7 (seven) working days after learning of the occurrence of any event that may give rise to a claim, or after receiving a claim from third parties, as well as when proceedings or investigation is initiated regarding an event which may give rise to liability under the insurance policy.
   1.2.2. To take all reasonable and practical actions for reducing the amount of each claim.
   1.2.3. An insurer's employee or representative shall place an incoming/registration number and registration date on the claim and inform in writing the insured or their representative that the insured needs to present the following documents;
   – Original copy of the insurance policy;
   – Proposal for conclusion of insurance;
   – All issued endorsements to the policy;
   – All documents available to him/her, as well as any additionally requested by the insurer, which are related to establishing the grounds and amount of the claim.
   1.2.4. To provide to the insurer access to the insured's facilities and documents, as is necessary for clarification of the event.
   Within 45 days from presenting the initially requested evidence, and in case of a lodged court claim – after presenting a certified transcript of an effective court ruling, the insured shall be informed of any other documents and evidence that needs to be presented to the insurer. Such documents are requested only in case the need for them could not be foreseen during the claim registration; they are essential for determining the grounds and amount of the claim, and also their provision is not hindered due to administrative or other reasons. For all documents submitted for the claim, the date of submission of each one is written down by an insurer's employee or representative.

B. DETERMINATION OF THE DUE INSURANCE INDEMNITY

2.1. For the payment of insurance indemnity, the insured needs to do the following:
   2.1.1. To submit to the insurer a written claim for payment of insurance indemnity, in free form. Bank account details should be attached to the claim. When the indemnity is not to be paid to the bank account of a beneficiary, a power of attorney with notarized signatures must be presented, authorizing a third party to receive the insurance indemnity.
   2.1.2. To fulfill its obligations in accordance with the General Conditions of the insurer.
   2.1.3. In case of non-fulfillment of the obligations under the General Terms and Conditions, as well as in the cases when the insured has fully or partially satisfied claims against him/her without the consent of the insurer, the latter may reduce or

refuse the payment of indemnity.

2.1.4. The insurer may refuse to pay the indemnity while criminal proceedings are underway against the insured regarding an insured event covered by this policy, on the resolution of which the settlement of the indemnity claim depends, until such proceedings are completed.

2.1.5. The insurer shall pay all costs, liabilities and expenses incurred with the insurer's written consent for the investigation, defense or negotiation of any claim arising out of an action taken during the policy period, except in cases where the limit of liability has been exhausted through payment, court ruling or agreement.

2.2. The insurer shall pay insurance indemnity on the basis of:

2.2.1. Out-of-court settlement between the parties to the insurance contract and the injured party. An agreement between the insured party and the insured, as well as recognition of the insured's liability shall have effect for the insurer, subject to the insurer's consent.

2.2.2. Effective court ruling made against the insured. Injured parties can also file a claim for indemnity directly with the insurer.

2.3. The indemnity shall be paid:

2.3.1. To the injured parties or other persons with a notarized power of attorney.

2.3.2. To the insured, when with the knowledge and consent of the insurer or on the basis of an effective court ruling the insured has satisfied the claims of the injured parties and provides evidence to the insurer for the payment made.

C. PAYMENT OF INSURANCE INDEMNITY AND REFUSAL OF INDEMNITY.

1. A motivated report for payment of insurance indemnity shall be prepared, based on the submitted claim and after analysis of the evidence for the claim.
2. The report for payment is prepared by the respective insurer's employee and signed by the respective officers at the competent level.
3. Written notification to the insured about the payment. The insured or their representative must indicate the selected manner of indemnification and also declare in writing the manner of payment of the insurance indemnity.
4. When the claim file is finalized with all necessary documents, the insured or their representative mandatorily should sign at the bottom of the Request, writing down their name and the date of submission of the last documents. The insured or third party beneficiary should specify in the request complete and accurate data of the bank account for payment of the due indemnity.
5. The insurance indemnity shall be paid within 15 working days after the insured persons and/or the beneficiaries to the indemnity have submitted all requested documents for establishment of the event and amount of damages.
6. In case the indemnity determined by the insurer differs from the claimed amount, after the payment report is signed at the competent level, a notification letter shall be prepared which mandatorily should state the reasons for the difference.
7. In case of refusal of insurance indemnity, after the report for refusal is signed at the competent level, an official letter with a motivated answer shall be prepared which mandatorily should be countersigned by an employee of the Legal Department of the insurer.
8. If within six months after submission of the claim the insured or the injured person has not presented the evidence specified in the insurance contract and any additionally requested evidence, the insurer may refuse to pay insurance indemnity or decide to pay indemnity based on the presented evidence only.

CHAPTER X. RULES FOR CLAIM REGISTRATION AND PAYMENT OF INSURANCE INDEMNITY UNDER PUBLIC LIABILITY INSURANCE

A. NOTIFICATION OF AN INSURED EVENT AND CLAIM REGISTRATION

1.1. The insurer's liability for payment of insurance indemnity arises in case when the insured is liable for making a payment to a third party in connection to:

1.1.1. Death or permanent disablement of the third party as a result of an accident occurring in the area of the insured premises and caused by an insured's employee/worker or by any personal effects in the insured's possession or under the insured's custody or control;

1.1.2. Loss of or damage (theft excluding) to property of the third party, occurring in the area of the insured premises and caused by an insured's employee/worker or by any personal effects in the insured's possession;

1.1.3. Costs, fees and interest awarded by the court to the claimant in regard to items 1.1.1 and 1.1.2 above, up to the limit of liability per single event.

1.2. In the event of an occurrence the insured is obliged to:

1.2.1. Notify the fire safety authorities and/or the police, and/or any other competent authorities, depending on the nature of the insured event, immediately after being informed about any occurrence covered under the insurance policy.

1.2.2. At the same time as the actions under the preceding item, the insured shall notify the insurer in writing within 7 days after the event or after learning of a claim brought against him/her, and shall keep the damaged property for survey by representatives of the insurer and allow their access to the premises.

1.3. An employee or representative of the insurer shall place an incoming/registration number on the notification, with its submission date, and inform the insured, their representative or a third party beneficiary that the following documents need to be presented:

1.3.1. Written claim for indemnity in free form, specifying the complete and accurate data of a bank account for payment of the insurance indemnity. In case the indemnity is not to be paid to the entitled party, it is mandatory to present a power of attorney with notarized signatures, authorizing the third party to receive the indemnity determined by the insurer.

1.3.2. List and description of the destroyed/damaged property;

1.3.3. Official document from a competent state authority certifying the occurred event (official report from the National Fire Safety and Protection of Population Service, official report from the police, penal decree, court ruling, sentence, writ of execution, etc.; document from the National Social Security Institute, determining the accident as a labor accident and/or accident questionnaire; other related documents).

1.3.4. In case of death of the third party: death certificate, forensic medical report, autopsy report and certificate of legal heirs.

1.3.5. After conclusion of a lawsuit filed against the insured by the injured third parties, the former shall present to the insurer a certified copy of the effective court ruling and a writ of execution against the insured.

1.3.6. Within 45 days from presenting the initially requested evidence, the insured or the damaged third party shall be informed of any other documents and evidence that needs to be presented. Such documents are requested only in case the need for them could not be foreseen during the claim registration, they are essential for determining the grounds and amount of the claim, and also their provision is not hindered due to administrative or other reasons. For all documents submitted for the claim, the date of submission of each one is written down by an insurer's employee or representative.

B. DETERMINATION AND PAYMENT OF INSURANCE INDEMNITY. REFUSAL OF INDEMNITY.

1. The insurance indemnity shall be paid within 15 working days after the insured or the entitled persons have submitted all requested documents for establishment of the event and amount of damages
2. In case the indemnity determined by the insurer differs from the claimed amount, after the payment report is signed at the competent level, a notification letter shall be prepared which should mandatorily state the reasons for the difference.
3. In case of refusal of insurance indemnity, an official letter with a motivated answer shall be prepared at the competent level, which mandatorily should also be countersigned by an employee of the Legal Department of the insurer.
4. If within six months after submission of the claim the Insured or the damaged party has not presented the evidence specified in the insurance contract and any additionally requested evidence, the insurer may refuse to pay insurance indemnity or decide to pay indemnity based on the presented evidence only.

CHAPTER XI. RULES FOR CLAIM REGISTRATION AND PAYMENT OF INSURANCE INDEMNITY UNDER FINANCIAL RISKS INSURANCE

A. NOTIFICATION OF AN INSURED EVENT AND CLAIM REGISTRATION

1. The liability of the insurer for payment of insurance indemnity arises in cases of loss of income of the insured due to non-payment of due lease payments for vehicles or property leased by the insured to Bulgarian legal entities and individuals.

   If the lessee does not pay the due instalment, the insured is obliged to notify the lessee and to invite him/her in writing, with a return-receipt mail or courier letter, within 10 (ten) days past the due date, to fulfill his/her obligation.

   1.1. The insured event is deemed to take place 3 (three) days after receiving written proof that the invitation was received by the client, his/her representative or a member of the household (if the client is a natural person). In case the client (natural or legal person) has changed his/her address, this three-day period begins from the postal notice of non-delivery.

   1.2. Upon occurrence of an insured event, the insured shall notify the insurer within 3 (three) working days of the occurrence. An employee or representative of the insurer shall place an incoming/registration number of the notification, with the submission date, and notify the insured in writing that s/he is obliged to submit the following documents:

   1.2.1. Claim in writing, with a written declaration about the suspension of payment by the lessee and non-return of the vehicle under the lease agreement. In the claim the insured should provide accurate and complete data of the bank account for payment of the insurance indemnity. In case the indemnity is to be paid to the bank account of a person other than the insured, a power of attorney with notarized signatures should mandatorily be presented, authorizing the third party to receive the insurance indemnity on its own account;

   1.2.2. Copy of the invitation for voluntary payment, together with written evidence of its receipt or respectively failure of delivery to the recipient;

   1.2.3. Accounting record of the installments paid so far, according to the schedule in the repayment plan;

1.2.4. Written evidence of the contract termination and a notarized power of attorney authorizing the insurer to perform all factual and legal actions to ensure the payment of the due installments and restoration of the possession of the property subject to the lease agreement. With the provision of the power of attorney, the insured shall hand over to the insurer the spare set of locking devices for the motor vehicle, in case the lease concerns motor vehicles;

1.2.5. All documents related to the transfer from the insured to the insurer of the title over the property under the lease agreement;

1.2.6. Original copy of a promissory note presented in accordance with the Commercial Code and endorsed in favor of the insurer.

Within 45 days from presenting the initially requested evidence, the insured shall be informed of any other documents and evidence that needs to be presented. Such documents are requested only in case the need for them could not be foreseen during the claim registration, they are essential for determining the grounds and amount of the claim, and also their provision is not hindered due to administrative or other reasons. For all documents submitted for the claim, the date of submission of each one is written down by an insurer's employee or representative.

B. DETERMINATION AND PAYMENT OF INSURANCE INDEMNITY. REFUSAL OF INDEMNITY.

1. Based on the submitted claim and after analysis of the evidence for the claim, a motivated report shall be prepared for payment to the insured of the due lease installments under the repayment plan to the lease agreement.
2. The insurance indemnity shall be paid in portions equal to the due lease installments according to the repayment plan. Each portion of the indemnity is due within 15 (fifteen) working days after the submission of the necessary documents. The indemnity does not include any payable contractual penalties or statutory interest, or any other indirect losses (exchange rate differences, etc.).
3. In case of a total loss or theft of a motor vehicle or property, the insurer shall not repay installments.
4. The payment report shall be signed by the respective officers of insurer at the competent level.
5. In case the indemnity determined by the insurer differs from the claimed amount, after the payment report is signed at the competent level, a notification letter is prepared which should mandatorily state the reasons for the difference and is signed by the respective head of section.
6. In case of refusal of insurance indemnity, an official letter with a motivated answer shall be prepared at the competent level, which should mandatorily be countersigned by an employee of the Legal Department of the insurer.
7. If within six months after submission of the claim the Insured or the injured person has not presented the evidence specified in the insurance contract and any additionally requested evidence, the insurer may refuse to pay insurance indemnity or decide to pay indemnity based on the presented evidence only.

CHAPTER XII. RULES FOR CLAIM REGISTRATION AND PAYMENT OF INSURANCE INDEMNITY UNDER CREDIT INSURANCE

A. NOTIFICATION OF AN INSURED EVENT AND CLAIM REGISTRATION

1. The liability of the insurer for payment of insurance indemnity arises in cases of loss of income of the insured due to non-payment by the borrower for a reason for which the borrower is responsible, as well as in case the borrower is declared insolvent.
2. An insured event is the non-payment by the borrower of a due installment or the entire amount of the credit on the maturity date agreed in the credit agreement or within an additional period determined by the lender, in case such period is required by law or under the credit agreement.
3. Upon occurrence of an insured event, the insured is obliged to:

   3.1. To notify the insurer within 7 (seven) days from the occurrence of the insured event and submit a claim for indemnity payment, stating the complete and correct data of the bank account for payment of the insurance indemnity. In case the insurance indemnity is to be paid to the account of a person other than the insured, a power of attorney with notarized signatures should mandatorily be presented to the insurer, entitling the authorized person to receive the insurance indemnity.

   3.1.1. An employee or representative of the insurer shall place an incoming/registration number on the claim and the submission date and notify in writing the insured or his/her representative that s/he is obliged to present the documents specified in it. 4.

   3.2. To send to the borrower two reminder letters within 30 (thirty) days after the maturity of the obligation, and afterwards to notify the insurer within 3 (three) days, indicating the exact due amounts of the principal and interest.

   3.3. To undertake all necessary actions for collection of the due amounts ex officio from all borrower's accounts with the insured or from other banks in the country and to undertake actions towards satisfaction of its receivables through the securities accepted for the credit.
4. After occurrence of the insured event covered by the policy and the expiration of the grace period specified in the schedule, the insured should present a written claim accompanied by:

   4.1. Copy of the insurance policy.

   4.2. Copies of the agreement for the credit and the securities for the credit, together with any annexes and enclosures thereto.

   4.3. Original copies of documents proving the enforceability of the amounts due.

   4.4. Copies of documents proving an invitation for voluntary payment or a request for early repayment of the amounts due.

   4.4. Original copy of the writ of execution for the amount due issued in favor of the bank.
5. Within 45 days from receipt of the initially requested evidence, the insurer may request additional evidence from the insured. Such documents are requested only in case the need for them could not be foreseen during the claim registration, they are essential for determining the grounds and amount of the claim, and also their provision is not hindered due to administrative or other reasons. For all documents submitted for the claim, the date of submission of each one is written down by an insurer's employee.

B. DETERMINATION AND PAYMENT OF INSURANCE INDEMNITY. REFUSAL OF INDEMNITY.

1. Based on the submitted claim and after analysis of the evidence for the claim, a motivated report shall be prepared for payment to the insured of the credit installments due to the insured under the repayment plan to the credit agreement.

   1.2. The payment report shall be signed by the respective insurer's employees at the competent level.
2. In case the indemnity determined by the insurer differs from the claimed amount, after the payment report is signed at the competent level, a notification letter is prepared which should mandatorily state the reasons for the difference and it shall be signed by the respective head of section.
3. In case of refusal of insurance indemnity, an official letter with a motivated answer shall be prepared at the competent level, which should mandatorily be countersigned by an employee of the Legal Department of the insurer.
4. If within six months after submission of the claim the insured or the injured person has not presented the evidence specified in the insurance contract and any additionally requested evidence, the insurer may refuse to pay insurance indemnity or decide to pay indemnity based on the presented evidence only.

CHAPTER XIII. RULES FOR CLAIM REGISTRATION AND PAYMENT OF INSURANCE INDEMNITY UNDER CROPS INSURANCE

A. NOTIFICATION OF AN INSURED EVENT AND CLAIM REGISTRATION

Evidence:

1. Upon occurrence of an event covered by the policy, the insured, third party beneficiary or their representative is obliged to notify the insurer in writing within the period specified in the General Conditions of the policy and submit a claim for payment of insurance indemnity. In the claim, the insured should specify clear, complete and accurate data of the bank account for payment of the insurance indemnity. When the insurance indemnity is to be paid to the account of a person other than the insured or a third party beneficiary, a power of attorney with notarized signatures should mandatorily be presented to the insurer, entitling the authorized person to receive the insurance indemnity.
2. For the consideration of the circumstances of the case and settlement of the claim, the insurer's employee shall place an incoming/registration number on the claim, with the submission date, and notify the insured in writing that s/he is obliged to submit the following documents:

   2.1. Written notification in the form of Request for assessment per template of the insurer.

   2.2. Documents certifying the nature of the event:

   Official record from the National Fire Safety and Protection of Population Service or Hydrometeorology Service regarding:

   a) torrential rain – duration in minutes and hours and rainfall quantity in liters per 1 sq.m.;

   b) storm – wind speed (m/sec), specifics of the wind, effects related to the specific wind speed;

   c) frost and freezing – period of low temperatures and temperature degrees.

   2.3. Statement of findings performed at the conclusion of insurance. Description of the damaged crops per area, location, block and cadaster number.

   Within 45 days from receipt of the initially requested evidence, the insurer may request additional evidence from the insured. Such documents are requested only in case the need for them could not be foreseen during the claim registration, they are essential for determining the grounds and amount of the claim, and also their provision is not hindered due to administrative or other reasons. For all documents submitted for the claim, the date of submission of each one is written down by an insurer's employee.

B. SURVEY OF DAMAGES

2.1. The insurer, through an employee(s) and/or representatives, shall organize on-site survey for description of the damages, by a committee composed of: an employee or representative of the insurer, an expert agricultural specialist, and the damaged party or his/her representative – within 10 days of the notification from the insured, unless the circumstances prevent compliance with this period.

2.2. A survey report shall be completed per template of the insurer with description of the damages and the reasons for them, indicating the extent of damaged areas and percentage of damages, including due to non-insurance factors (if any), which report is signed by the committee members.

2.3. During the survey, the possibility of using agricultural and technical measures to limit or mitigate the effects of the event shall be assessed, and the findings shall be included in the report.

2.4. A second survey shall be performed by the committee if necessary due to the nature of the event, type of crop and technology of its cultivation and harvesting.

2.5. Official information should be requested from the competent state authorities (if the insured is hindered to present it or the submitted documents do not contain sufficiently accurate, complete and objective data) about the event (from hydrometeorology service, fire safety authorities, including the causes of the fire).

2.6. The expert appointed for this purpose shall prepare a conclusion on the amount of the damages (damaged areas and damage percentage) for determination of the indemnity, in accordance with the insurance conditions.

2.7. The insurer's representative shall put together in the claim file: insurance policy and endorsements to it (if any), evidence of premiums paid, list of insured crops by area, claim notification and application for assessment of the damaged areas, evidence of the event depending on its nature, the document from the survey and value assessment of the claim, and then shall send the file under a cover letter, as well as any other additionally required evidence.

C. DETERMINATION AND PAYMENT OF INSURANCE INDEMNITY. REFUSAL OF INDEMNITY.

1. The insurance indemnity shall be paid within 15 working days after the insured persons have submitted all required documents for establishment of the event and amount of damages.
2. The claim file and required evidence in support of the claim for payment of indemnity are processed by employees of the General Insurance Claims Department.
3. In case of insufficient evidence of crop damage caused by the event specified in the notification/request for assessment, a motivated refusal to pay indemnity shall be prepared and sent, after it is coordinated with the Legal Department of the insurer.
4. For each case a letter shall be prepared and sent, containing explanation regarding the amount paid or the arguments based on which the claim has been rejected in whole or in part.
5. If within six months from the submission of the claim by the insured or the damaged party the evidence specified in the insurance contract and the additionally required documents are not presented, the insurer may refuse to pay the insurance indemnity or decide to pay indemnity based on the evidence presented only.

CHAPTER XIV. RULES FOR CLAIM REGISTRATION AND PAYMENT OF INSURANCE INDEMNITY UNDER INSURANCE FOR LEGAL EXPENSES

A. NOTIFICATION OF AN INSURED EVENT AND CLAIM REGISTRATION

1. Upon occurrence of an event covered by the policy, the insured, third party beneficiary or their representative is obliged to notify the insurer in writing within three days and submit a claim for payment of insurance indemnity. In the claim, the insured should specify clear, complete and accurate data of the bank account for payment of the insurance indemnity. When the insurance indemnity is to be paid to the account of a person other than the insured or the third party beneficiary, a power of attorney with notarized signatures should mandatorily be presented to the insurer, entitling the authorized person to receive the insurance indemnity.
2. The insured shall notify the insurer about each lawsuit filed against the insured within the period under it. 1, as of the moment of receipt of a court claim.
3. For consideration of the details of the case, the insurer shall notify the insured that the latter is obliged to present the following documents:
   3.1. Written notification in the form of a Request for assessment per template of the insurer, with description of the event that gives rise to the insurer's liability.
   3.2. Documents evidencing the nature of the event: protocols from competent state authorities (police, fire safety, civil protection, Directorate General "Civil Aviation Administration", etc.);
   – court claim with the enclosures to it;
   – court ruling;
   – original copy of writ of execution;
   – detailed written account of the case.
   Within 45 days from receipt of the initially requested evidence, the insurer may request additional evidence from the insured. Such documents are requested only in case the need for them could not be foreseen during the claim registration, they are essential for determining the grounds and amount of the claim, and their provision is not hindered due to administrative or other reasons. For all documents submitted for the claim, the date of submission of each one is written down by an insurer's employee.
4. Determination of the insurance indemnity:
   – At the option of the insured, the insurer may provide reimbursement of expenses incurred by the insured for legal defense and assistance.
   – After advising with the insured, the insurer may engage for its own account a person for provision of the necessary legal help and assistance.

B. DETERMINATION AND PAYMENT OF INSURANCE INDEMNITY. REFUSAL OF INDEMNITY.

1. The insurance indemnity shall be paid within 15 days after the insured persons have submitted all required documents for establishing the event and the amount of damages.
2. The file and the required evidence in support of the claim for payment of indemnity shall be processed by employees of the General Insurance Claims Department.
3. In case of insufficient evidence of crop damage caused by the event specified in the notification/request for assessment, a motivated refusal to pay indemnity shall be prepared and sent, after it is coordinated with the Legal Department of the insurer.
4. For each case a letter shall be prepared and sent, containing explanation regarding the amount paid or the arguments based on which the claim has been rejected in whole or in part.
5. If within six months from the submission of the claim by the insured or the damaged party the evidence specified in the insurance contract and the additionally required documents are not presented, the insurer may refuse to pay the insurance indemnity or decide to pay indemnity based on the evidence presented only.

APPENDIX NO. 1 TO THESE RULES IS THE POLICY ON CONSIDERATION OF COMPLAINTS, REQUESTS, SIGNALS AND PROPOSALS.