

List of the compulsory insurance stipulated by Bulgarian legislation, indicating:

1. particular legislative provisions relating to this insurance;
2. obligatory properties of the certifying documents which the insurer is obliged to place at the disposal of the insured party in order to prove that the obligation to take out insurance has been fulfilled.

I. Compulsory insurance under class 1 (Accident) of the Annex of First Council Directive 73/239/EEC of 24 July 1973 on the coordination of laws, regulations and administrative provisions relating to the taking-up and pursuit of the business of direct insurance other than life assurance (Directive 73/239/EEC):

I.1. Obligatory (Compulsory) Accident insurance of the passengers in the public transport vehicles	
Law under which the obligatory insurance must be taken out	<p style="text-align: center;">Code on Insurance; Ordinance N 24 of 08.03.2006 on the Compulsory Insurance Pursuant to Items 1 and 2 of Article 249 of the Insurance Code and on the Procedure of Settlement of Claims for Compensation of Damages Caused to Motor Vehicles</p>
Legislative provisions	<p>Code on Insurance Art. 249. Obligatory insurances shall be: 2. <i>Accident</i> – of passengers in the public transport vehicles under Section II, letter “A”, Item 1 of Supplement No. 1 herein after referred to as “obligatory <i>Accident</i> Insurance of passengers”;</p> <p style="text-align: center;">Parties under obligation Article 276 (1) Operators of public transport, when the point of departure and terminus are located within the territory of the Republic of Bulgaria, shall be obliged to take out and maintain compulsory accident insurance for passengers. (2) Public transport vehicles shall be: 1. rail vehicles; 2. trolley buses and omnibuses; 3. aircraft; 4. all kinds of seagoing and river craft; 5. cable cars, chairlifts and drag lifts; 6. taxi cabs</p> <p style="text-align: center;">Object of insurance Article 277 (1) The object of compulsory accident insurance for passengers shall be the health, life and corporal integrity of passengers in public transport vehicles. (2) Passengers under Paragraph 1 shall be considered to be persons located in the vehicle or in the immediate vicinity of the vehicle before embarkation and after alighting. (3) The health, life and corporal integrity of the drivers of the</p>

vehicles and service personnel shall not be objects of the insurance
(4) Public transport operators may take out voluntary accident insurance for persons defined under Paragraph 3.

Operation of compulsory accident insurance

Article 278

(1) Compulsory insurance under Article 276 shall operate only when the insurable event has taken place on the territory of the Republic of Bulgaria.

(2) Embarkation and alighting of passengers while the vehicle is moving or away from the places designated for this purpose shall annul the operation of the insurance unless abandonment of the vehicle while moving was provoked by immediate danger to the life or health of the passenger.

(3) When, under travel conditions as defined in Paragraph 1, an emergency dictates diversion of a passenger aircraft, seagoing or river vessel, the insurance shall operate during this diversion.

Insurance cover

Article 279

(1) Insurer liability to pay the insurance amount or the respective part of it shall arise in cases when death or permanent disability of a passenger is caused as a result of an accident covered by the insurance contract under Article 276.

(2) On occurrence of an accident, the insured passenger or his or her heirs shall enjoy the right to seek payment of the insurance amount or the respective part of it from the insurer.

Exceptions from cover

Article 280

The insurer shall not owe payment when the death or permanent disability caused to the passenger results from:

1. war, unrest or actions of a military character, rebellions, riots or similar;
2. an act of terrorism, except in cases when cover of such a risk has been explicitly agreed with the insurer;
3. a general criminal act committed by the passenger or an attempt to do so;
4. suicide or attempted suicide by the passenger;
5. an ailment of any kind of the passenger, including epileptic fits or fits arising from other ailments, haemorrhages, paralyses, gastro-intestinal infections, food poisoning and others, except in cases when suffering from sickness has arisen from the insurable event and causes death or bodily injury;
6. premature birth or miscarriage by a passenger, unless they are caused by the accident;
7. temperature disorders (colds, freezing, sunstroke or heatstroke), operations, irradiation, injections and other medical attention to a passenger, inasmuch as these are not a consequence of the accident;

	<p>8. alcohol poisoning and injury to the passenger resulting directly from alcohol poisoning or the use of narcotics or analogues thereof by the passenger;</p> <p>9. earthquake or atomic and nuclear explosions, radioactive products and pollution by radioactive products, ionizing radiation.</p> <p>Insurance amount</p> <p>Article 281</p> <p>The minimum insurance amount for compulsory accident insurance for passengers shall be 20,000 BGN for every event for every passenger.</p> <p>As well as:</p> <p>Articles 1, 2 par. 2 and 3, 19-29 of The Ordinance N 24 of 08.03.2006 on the Compulsory Insurance Pursuant to Items 1 and 2 of Article 249 of the Insurance Code and on the Procedure of Settlement of Claims for Compensation of Damages Caused to Motor Vehicles</p>
<p>Obligatory properties of the certifying documents</p>	<p>Content of the insurance policy:</p> <ul style="list-style-type: none"> • the insurer business name; • the insurers registered office and address of the place of management, insurers from third countries operating through a branch in the Republic of Bulgaria also indicating the registered office and address of the place of management of the insurer in the third country and of the branch in the Republic of Bulgaria; • the number of the act of the competent authority whereby a license has been issued for practicing insurance activity, insurers from third countries operating through a branch in the Republic of Bulgaria quoting the number of the act of the competent authority by registered office of the insurer in the third country and of the competent authority in the Republic of Bulgaria; • the number under BULSTAT for insurers with registered office in the Republic of Bulgaria, respectively registration number in the commercial or other similar register of insurers with registered office in a Member State or a third country; • the name and address, respectively business name, registered office, address of the place of management and the number under BULSTAT of the passenger transport company with public transport means; • a number containing: <ul style="list-style-type: none"> ○ unique identification code of the insurer, provided by the Guarantee Fund, ○ code specifying the type of insurance, ○ the year of beginning of the insurance policy and ○ the number in order. • contract's subject;

	<ul style="list-style-type: none"> • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • parties' signatures. <p>Content of the <u>insurance certificate</u> to be issued by the insurer for each motor vehicle of the transport company:</p> <ul style="list-style-type: none"> • the insurer business name; • the insurers registered office and address of the place of management, insurers from third countries operating through a branch in the Republic of Bulgaria also indicating the registered office and address of the place of management of the insurer in the third country and of the branch in the Republic of Bulgaria; • the number of the act of the competent authority whereby a license has been issued for practicing insurance activity, insurers from third countries operating through a branch in the Republic of Bulgaria quoting the number of the act of the competent authority by registered office of the insurer <ul style="list-style-type: none"> • in the third country and of the competent authority in the Republic of Bulgaria; • the number under BULSTAT for insurers with registered office in the Republic of Bulgaria, respectively registration number in the commercial or other similar register of insurers with registered office in a Member State or a third country; • the name and address, respectively business name, registered office, address of the place of management and the number under BULSTAT of the passenger transport company with public transport means; • a number containing: <ul style="list-style-type: none"> ○ unique identification code of the insurer, provided by the Guarantee Fund, ○ code specifying the type of insurance, ○ the year of beginning of the insurance policy and ○ the number in order • term of insurance validity.

I.2. Compulsory accident insurance of the volunteers, participating in a voluntary formation for prevention or control of disasters and elimination of consequences thereof	
Law under which the obligatory insurance must be taken out	Law on the Disaster Protection
Legislative provisions	Article 42. (1) The mayor shall be obliged to: Item 3. insure the volunteer against accident, occurred on occasion of implementation of his/her contractual obligations;
Obligatory properties of the certifying documents	Content <u>of the insurance policy</u> : <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

I.3. Compulsory accident insurance of the park security guards	
Law under which the obligatory insurance must be taken out	Law on protected areas
Legislative provisions	Article 71 (1) The Ministry of Environment and Water shall contract life assurance and accident insurance for the park security guards.
Obligatory properties of the certifying documents	Content <u>of the insurance policy</u> : <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered;

	<ul style="list-style-type: none"> • the contract’s term, the beginning and the end of the insurance coverage’s period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract’s conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties’ signatures.
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I.4. Compulsory accident insurance of employees occupied at work where there is a hazard for their life and health against the risk of accident at work	
Law under which the obligatory insurance must be taken out	Law on the Healthy and Safe Work Conditions Ordinance on the Compulsory Insurance of the Manual and Office Working Persons (Employees) Against The Risk Of “Industrial Injury”
Legislative provisions	<p>Article 52. (1) Manual and office working persons (employees) occupied at work where there is a hazard for their life and health shall be subject to mandatory insurance against the risk of “industrial injury” at the expense of their employed and under a procedure provided by an act of the Council of Ministers.</p> <p>(2) The economic activity of the relevant enterprise and the average national level of coefficients of frequency and severity of accidents at work shall be taken into account in determining the conditions and procedure under Paragraph 1.</p>
Obligatory properties of the certifying documents	<p>Content <u>of the insurance policy</u>:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract’s subject; • the insurance risks covered; • the contract’s term, the beginning and the end of the insurance coverage’s period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of

	<p>an insurance agent – the number of its identification document as well;</p> <ul style="list-style-type: none"> • the date and place of contract’s conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties’ signatures.
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I.5. Compulsory accident insurance of officials from Directorate General "Metrological Surveillance" conducting metrological surveillance	
Law under which the obligatory insurance must be taken out	Law on the Measurements
Legislative provisions	<p>Article 80</p> <p>The officials pursuant to Article 75 (1) shall be insured, at the expense of the State Agency for Metrology and Technical Surveillance budget, against accidents occurring during or in relation to official obligations.</p> <p>Article 75</p> <p>(1) Metrological surveillance shall be performed through observation and surveillance audits to be carried out by officials from "Metrological Surveillance" Directorate General appointed by the Chairman of the State Agency for Metrology and Technical Surveillance.</p>
Obligatory properties of the certifying documents	<p>Content <u>of the insurance policy</u>:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract’s subject; • the insurance risks covered; • the contract’s term, the beginning and the end of the insurance coverage’s period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract’s conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties’ signatures.

I.6. Compulsory accident insurance of the staff of the penitentiary facilities	
Law under which the obligatory insurance must be taken out	Law on Execution of Penalties and Detention
Legislative provisions	Art. 24. (3) The staff of the Execution of Penalties Chief Directorate and its local offices shall be insured obligatorily at the expense of the Republican budget against death, temporal inability for work or permanently lost or decreased ability for work as a result of an accident.
Obligatory properties of the certifying documents	Content <u>of the insurance policy</u> : <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

I.7. Compulsory accident insurance of the members and the administration of the Financial Supervision Commission	
Law under which the obligatory insurance must be taken out	Law on Financial Supervision Commission
Legislative provisions	Article 21. (4) The members and the administration of the Commission shall be obligatory insured against accident at the expense of the Commission budget.
Obligatory properties of the certifying	Content <u>of the insurance policy</u> : <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the

documents	<p>parties;</p> <ul style="list-style-type: none"> • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.
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I.8. Compulsory accident insurance of the staff of the State Agency for National Security	
Law under which the obligatory insurance must be taken out	Law on The State Agency for National Security
Legislative provisions	<p>Art. 79. (1) Agency employees shall have mandatory life insurance, as well as insurance against temporary incapacitation or permanent loss of, or diminished, capacity for work, as a result of an accident; such insurance is to be covered by the state budget.</p> <p>(2) The Agency Chairperson, in coordination with the Minister of Finance, may define which categories of Agency employees shall also have mandatory civil liability insurance, likewise to be covered by the state budget.</p>
Obligatory properties of the certifying documents	<p><u>Content of the insurance policy:</u></p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of

	<p>an insurance agent – the number of its identification document as well;</p> <ul style="list-style-type: none"> • the date and place of contract’s conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties’ signatures.
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I.9. Compulsory accident insurance of the staff of the Ministry of Interior	
Law under which the obligatory insurance must be taken out	Law on the Ministry of Interior;
Legislative provisions	Article 208. (1) Ministry of Interior employees shall be provided with mandatory insurance in case of death, temporary incapacity to work or permanently lost or reduced capacity to work due to accident, at the expense of the national budget.
Obligatory properties of the certifying documents	<p>Content <u>of the insurance policy</u>:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract’s subject; • the insurance risks covered; • the contract’s term, the beginning and the end of the insurance coverage’s period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract’s conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties’ signatures.

I.10. Compulsory accident insurance of the staff of the customs administration	
Law under which the obligatory insurance must be	Law on the Customs

taken out	
Legislative provisions	Article 15. (1) The customs administration shall: 6. insure customs officers against accidents and with life insurance at the expense of its own budget.
Obligatory properties of the certifying documents	Content <u>of the insurance policy</u> : <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

I.11. Compulsory accident insurance of the staff of the administration of the National Revenue Agency	
Law under which the obligatory insurance must be taken out	Law on the National Revenue Agency
Legislative provisions	Article 15 The Agency shall insure its servants against accident and shall make life insurance, at the expense of its own budget.
Obligatory properties of the certifying documents	Content <u>of the insurance policy</u> : <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the

	<p>contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well;</p> <ul style="list-style-type: none"> • the date and place of contract’s conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties’ signatures.
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I.12. Compulsory accident insurance of some of the employees of postal operators providing a universal postal service

Law under which the obligatory insurance must be taken out	Law on the Postal Services
Legislative provisions	Article 20, par. 2 The postal operators providing a universal postal service shall obligatory insure against accident all manual and office workers (employees) who occupy positions designated in a list consulted with the Communications Regulation Commission
Obligatory properties of the certifying documents	<p>Content of the insurance policy:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract’s subject; • the insurance risks covered; • the contract’s term, the beginning and the end of the insurance coverage’s period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract’s conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties’ signatures.

I.13. Compulsory accident insurance of the fishing supervision inspectors

Law under which the obligatory	Law on Fisheries and Aquaculture
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insurance must be taken out	
Legislative provisions	Article 54 (4) The Executive Agency for Fishery and Aquaculture shall make a Life and Accident insurance for the fishing supervision inspectors.
Obligatory properties of the certifying documents	Content <u>of the insurance policy</u> : <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

I.14. Compulsory accident insurance of the judges, attorneys, prosecutors, state enforcement agents, register-judges	
Law under which the obligatory insurance must be taken out	Law on the Judiciary
Legislative provisions	Article 224, par. 2 The judges, attorneys and prosecutors shall be obligatory insured against accident at the expense of the budget of the judiciary. Article 277 par. 2 The obligatory social and health insurance of the state enforcement agents as well as their insurance against accident occurring during or in relation to official obligations shall be conducted at the expense of the budget of the judiciary. Article 292 par. 2 The obligatory social and health insurance of the register-judges as well as their insurance against accident occurring during or in relation to official obligations shall be conducted at the expense of the budget of the

	judiciary.
Obligatory properties of the certifying documents	<p><u>Content of the insurance policy:</u></p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

I.15. Compulsory accident insurance of the employees of the judiciary	
Law under which the obligatory insurance must be taken out	Law on the Judiciary
Legislative provisions	Article 351 par. 2 The employee of the judiciary shall be obligatory insured against accident at the expense of the budget of the judiciary
Obligatory properties of the certifying documents	<p><u>Content of the insurance policy:</u></p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as

	<p>well;</p> <ul style="list-style-type: none"> • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.
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I.16. Compulsory accident insurance of the staff of the National Construction Control Directorate	
Law under which the obligatory insurance must be taken out	Law on the Spatial Planning
Legislative provisions	Article 221. (1) The National Construction Control Directorate shall be a public-financed legal person with a headquarters in Sofia. The said Directorate shall consist of a head office and of regional offices in the centres of the administrative regions. Should a need arise, the National Construction Control Directorate may create provisional area offices by order of the Chief of the said Directorate, without an increase of the approved budget and payroll of the Directorate. <u>The National Construction Control Directorate shall obligatory contract accident insurance and life insurance for the officials thereof for the account of the budget of the said Directorate.</u>
Obligatory properties of the certifying documents	<p><u>Content of the insurance policy:</u></p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

I.17. Compulsory accident insurance of the staff of the State Gambling Commission	
Law under which the obligatory insurance must be taken out	Law on the Gambling
Legislative provisions	Article 16, (3) The State Commission shall obligatory insure the employees thereof against accident for the account of the budget of the State Commission.
Obligatory properties of the certifying documents	Content of the insurance policy: <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

I. 18. Compulsory accident insurance of the forest guards;	
Law under which the obligatory insurance must be taken out	Law on the Forestry
Legislative provisions	Article 35, (1) The National Forestry Directorate bodies are obliged to ensure life and accident insurance to the forest-guards.
Obligatory properties of the certifying documents	Content of the insurance policy: <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment;

	<ul style="list-style-type: none"> • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.
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I. 19. Compulsory accident insurance of some of the employees of the Public Financial Inspection Agency	
Law under which the obligatory insurance must be taken out	Law on the Public Financial Inspection
Legislative provisions	Article 12 The officers of the Agency, as specified by the Rules on the Implementation of this Act, shall obtain insurance cover by means of life insurance policies and insurance against accidents at the expense of the Agency's budget.
Obligatory properties of the certifying documents	<p>Content of the insurance policy:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

I. 20. Compulsory accident insurance of employees of the Communication Regulation

Commission	
Law under which the obligatory insurance must be taken out	Law on the Electronic Communications
Legislative provisions	Art. 312. (1) For the purposes of exercising control over the electronic communications the Chairman of the Commission shall authorize by an order officials of its administration. (2) The Commission shall obligatory insure the employees as per par. 1 against accident occurring during or in relation to official obligations, at the expense of the budget of the Commission.
Obligatory properties of the certifying documents	Content of <u>the insurance policy</u> : <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

I. 21. Compulsory accident insurance of the flight personnel of the airline operators	
Law under which the obligatory insurance must be taken out	Law on Civil Aviation
Legislative provisions	Article 64..... (5) The aviation operators shall obligatorily insure: 1. their aviation personnel against accident
Obligatory properties of the certifying documents	Content of <u>the insurance policy</u> : <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties;

	<ul style="list-style-type: none"> • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.
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I. 22. Compulsory accident insurance of seats on board the aircraft and the flight personnel of the entities performing activities pertinent to aerial sports	
Law under which the obligatory insurance must be taken out	Law on Civil Aviation
Legislative provisions	Art. 119d. The persons carrying out activities in the air sports shall insure the seats in the aircraft, as well as the aviation personnel and their responsibility in the event of accident – regarding the athletes and third persons.
Obligatory properties of the certifying documents	<p><u>Content of the insurance policy:</u></p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the

	<p>manner in which they may be defined</p> <ul style="list-style-type: none"> parties' signatures.
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I. 23. Compulsory accident insurance of the military servicemen	
Law under which the obligatory insurance must be taken out	Law on Defence and Armed Forces of the Republic of Bulgaria
Legislative provisions	<p>Art. 142.</p> <p>Par.2, item 6. compulsory insurance against death and inability to work resulting from an accident during or on occasion of fulfillment of duties related to their military service training</p> <p>Art. 223. (1) The military servicemen shall be insured obligatorily against death and incapacity for work in case of incident, occurred during, or because of implementation of their service obligations, at the expense of the state budget.</p>
Obligatory properties of the certifying documents	<p><u>Content of the insurance policy:</u></p> <ul style="list-style-type: none"> the names, the appellations respectively, and the addresses of the parties; contract's subject; the insurance risks covered; the contract's term, the beginning and the end of the insurance coverage's period inclusive; the insurance amount or the manner of its assessment; the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; the date and place of contract's conclusion; names, the appellation and address of the beneficiaries or the manner in which they may be defined parties' signatures.

I. 24. Compulsory accident insurance of the employees of the State Agency on Metrological and Technical Surveillance exercising market supervision	
Law under which the obligatory	Law on the Technical Requirements Towards Products

insurance must be taken out	
Legislative provisions	Article 30g, (2) Employees of the State Agency on Metrological and Technical Surveillance exercising market supervision are insured at the expense of the appropriations of the Agency against accidents that may occur in the course of or in relation to the discharge of their official duties.
Obligatory properties of the certifying documents	<p>Content <u>of the insurance policy</u>:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

I. 25. Compulsory accident insurance of the inspectors of the State Technical Supervision Inspectorate General Directorate	
Law under which the obligatory insurance must be taken out	Law on the Technical Requirements Towards Products
Legislative provisions	<p>Article 34</p> <p>(4) Inspectors of the State Technical Supervision Inspectorate General Directorate are insured at the expense of the appropriations of the State Agency on Metrological and Technical Surveillance against accidents that may occur in the course of or in relation to their official duties.</p>
Obligatory properties of the certifying documents	<p>Content <u>of the insurance policy</u>:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject;

	<ul style="list-style-type: none"> • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.
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II. Compulsory insurance under class 2 (Sickness) of the Annex A of Directive 73/239/EEC:

II.1 Compulsory sickness insurance of foreigners entering the territory of Republic of Bulgaria	
Law under which the obligatory insurance must be taken out	Law for the Foreigners in the Republic of Bulgaria
Legislative provisions	<p>Art. 19. (1) A foreigner who enters in the Republic of Bulgaria or passes transit through its territory, depending on the purpose of the travelling, shall hold:</p> <p>.....</p> <p>3. health insurance and other insurances;</p> <p>(2) The extent of the financial resources of para 1, item 2, the minimum insurance amounts under para 1, item 3, the form of the invitation and the documents referred to in para 1, item 5 shall be determined with an act by the Council of Ministers.</p>

Obligatory properties of the certifying documents	<p><u>Content of the insurance policy:</u></p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment;
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	<ul style="list-style-type: none"> • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract’s conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties’ signatures.
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III. Compulsory insurance under class 2 (Sickness) of the Annex A of Directive 73/239/EEC:

III. 1. Compulsory health insurance covering the costs of treatment and hospitalization during the stay in the country of the Foreigners residing in the Republic of Bulgaria on a short-term basis or passing transit	
Law under which the obligatory insurance must be taken out	Law on the Health
Legislative provisions	Article 83, (5) Foreigners residing in the Republic of Bulgaria on a short-term basis or passing transit shall have health insurance or policy covering the costs of treatment and hospitalization during their stay in the country, unless ruled otherwise in an international agreement to which the Republic of Bulgaria is a party.
Obligatory properties of the certifying documents	Content <u>of the insurance policy</u> : <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract’s subject; • the insurance risks covered; • the contract’s term, the beginning and the end of the insurance coverage’s period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract’s conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties’ signatures.

III. 2. Compulsory health insurance of the persons subjected to medical research against damage to their health or death	
Law under which the obligatory insurance must be taken out	Law on the Health
Legislative provisions	Article 201, (1) All persons subjected to medical research shall be insured against damage to their health or death.
Obligatory properties of the certifying documents	<p>Content of the insurance policy:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

IV. Compulsory insurance under class 6 (Ships) of the Annex A of Directive 73/239/EEC:

IV. 1. Compulsory ship insurance of a chartered vessel	
Law under which the obligatory insurance must be taken out	Code of the Merchant Shipping
Legislative provisions	Art. 199g., (1) The commercial exploitation of the ship shall be carried out by the lessee in compliance with the conditions of the bareboat charter contract, and all costs related to the exploitation, including the remuneration of the crew shall be at his expense. The lessee shall insure the ship and his third-party liability.
Obligatory	Content of the insurance policy:

properties of the certifying documents	<ul style="list-style-type: none"> • the subject of insurance (the insurable interest) and, in the case of carriage of goods, the name of the vessel as well; • the sum insured; • the perils covered; • the period of the insurance; • the voyage and the intermediate ports at which the vessel will call before the port of destination; • place and date of issue of the policy; • the insurance taker; • designation of the insurer and signature of the representative thereof. <p>The policy may contain also clauses on:</p> <ul style="list-style-type: none"> • settlement of disputes by arbitration, • choice of the law applicable, etc.
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V. Compulsory insurance under classes 8 and 9 (Fire and natural forces and Other damage to property) of the Annex A of Directive 73/239/EEC:

V. 1. Compulsory property insurance of the buildings, equipment and animals as received by the lessee under the inventory as well as any other asset introduced into the leasehold estate and the harvested crops	
Law under which the obligatory insurance must be taken out	Law on the Farming Lease
Legislative provisions	Article 7, (3) Unless agreed otherwise, the lessee shall be bound to insure all buildings, equipment and animals as received under the inventory as well as any other asset introduced into the leasehold estate and the harvested crops.
Obligatory properties of the certifying documents	<p><u>Content of the insurance policy:</u></p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the

	<p>contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well;</p> <ul style="list-style-type: none"> • the date and place of contract’s conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties’ signatures.
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V. 2. Compulsory property insurance of the buildings constituting public state property	
Law under which the obligatory insurance must be taken out	Law on the State Property
Legislative provisions	Article 12, (1) Built-up real properties constituting public state property shall be covered by compulsory insurance.
Obligatory properties of the certifying documents	<p>Content of <u>the insurance policy</u>:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract’s subject; • the insurance risks covered; • the contract’s term, the beginning and the end of the insurance coverage’s period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract’s conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties’ signatures.

V. 3. Compulsory property insurance of the buildings constituting public municipal property	
Law under which the obligatory insurance must be taken out	Law on the Municipal Property
Legislative provisions	Article 9 (1) Built-up property which constitutes public municipal property must obligatory be insured.

	<p>(2) Insurance premium payments are planned in the budgets of the municipality or of the respective organizations and legal entities maintained from the municipal budget.</p> <p>(3) Insurance premiums for entities provided on concession terms are at the expense of the concession holder.</p> <p>(4) The municipal council shall establish the real property in municipal private domain ownership which are subject to obligatory insurance.</p> <p>(5) The mayor of the municipality shall determine the chattels in municipal ownership that shall be subject to obligatory insurance.</p>
Obligatory properties of the certifying documents	<p><u>Content of the insurance policy:</u></p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

V. 4. Compulsory property insurance of the private state property granted freely to the animal breeding organizations	
Law under which the obligatory insurance must be taken out	Law on the Animal Husbandry
Legislative provisions	<p>Art. 10b. (1) Right to use free of charge estates – private state property can be established to the animal breeding organisations by the Council of Ministers upon proposal by the Minister of Regional Development and Public Works and the Minister of Agriculture and Food.</p> <p>(4) The animal breeding organizations shall be responsible for safeguarding of the property referred to in para 1. They shall be obliged to insure it.</p>

<p>Obligatory properties of the certifying documents</p>	<p><u>Content of the insurance policy:</u></p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.
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<p>V. 5. Compulsory property insurance of the assets and the products in the storehouses for compulsory stocks of oil and petroleum products;</p>	
<p>Law under which the obligatory insurance must be taken out</p>	<p>Law on Mandatory Stocks of Crude Oil and Petroleum Products</p>
<p>Legislative provisions</p>	<p>Article 21</p> <p>A request for the registration of a storehouse for compulsory stocks under this act shall be filed to the Agency Chairperson by the individual or entity to become store-holder, accompanied by the following supporting documentation:</p> <p>.....</p> <p>7. Full insurance coverage of assets in storing facility to be registered under this act, of products stored, and of liabilities to third parties;</p>
<p>Obligatory properties of the certifying documents</p>	<p><u>Content of the insurance policy:</u></p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment;

	<ul style="list-style-type: none"> • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract’s conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties’ signatures.
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V. 6. Compulsory property insurance of the object of concession	
Law under which the obligatory insurance must be taken out	Law on the concessions
Legislative provisions	<p>Article 39, par. 2, item 15</p> <p>Article 39. (1) On the basis of the proposal as per Article 38 par. 1, the grantor shall adopt a decision for launching a procedure leading to the award of a concession.</p> <p>(2) The decision as per par. 1 shall determine:</p> <p>15. the obligation of the concessionaire to insure the object of the concession for the term of the concession for his account and in favour of the concession granting authority;</p>
Obligatory properties of the certifying documents	<p>Content <u>of the insurance policy</u>:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract’s subject; • the insurance risks covered; • the contract’s term, the beginning and the end of the insurance coverage’s period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract’s conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties’ signatures.

V. 7. Compulsory property insurance of the pledged property retained by the pledgor	
Law under which the obligatory insurance must be taken out	Law on the Registered Pledges
Legislative provisions	<p>Article 9 (1) A pledgor who retains possession of the pledged property shall be obligated to keep it with the care of a good merchant and, in particular, shall:</p> <p>1. insure the pledged property at his own expense against the common risks accepted in the industry and in a way that enables the pledgee to benefit from any insurance compensations;</p>
Obligatory properties of the certifying documents	<p>Content of <u>the insurance policy</u>:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

V. 8. Compulsory property insurance of the irrigation and drainage infrastructure and service equipment	
Law under which the obligatory insurance must be taken out	Law on the Irrigation Associations
Legislative provisions	<p>Art. 47.(1) The associations can acquire gratuitously the right to use the sites of the hydromeliorative infrastructure as well as the servicing machinery on the territory of the association, included in the assets of commercial companies where the state is sole owner of the capital. The conditions and the order for acquisition and taking away the right to use shall be determined with an ordinance issued by the Council of Ministers upon a proposal by the Minister of Agriculture and Food Supply.</p>

	<p>.....</p> <p>(3) The associations shall be responsible for the preservation and protection of facilities subject to paragraph (1). They shall be obliged to insure such facilities.</p>
Obligatory properties of the certifying documents	<p>Content <u>of the insurance policy</u>:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

V. 9. Compulsory property insurance of the property subject to the right of use	
Law under which the obligatory insurance must be taken out	Law on the Ownership
Legislative provisions	Article 57, (4) The user must insure the property in favour of the owner and pay the insurance premiums unless otherwise decreed or agreed.
Obligatory properties of the certifying documents	<p>Content <u>of the insurance policy</u>:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the

	<p>contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well;</p> <ul style="list-style-type: none"> • the date and place of contract’s conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties’ signatures.
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V. 10. Compulsory property insurance of storehouse premises for grain storage against fire, flood and earthquake	
Law under which the obligatory insurance must be taken out	Law on Grain Storage and Grain Trade
Legislative provisions	<p>Article 10, par. 4</p> <p>(4) Public grain storehouses and the granary managers shall be bound to insure the storehouse premises against fire, flood and earthquake.</p> <p>(5) The insurance of grain deposited in public grain storehouses shall be ensured in accordance with Article 575 (4) of the Commercial Law.</p>
Obligatory properties of the certifying documents	<p><u>Content of the insurance policy:</u></p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract’s subject; • the insurance risks covered; • the contract’s term, the beginning and the end of the insurance coverage’s period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract’s conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties’ signatures.

V. 11. Compulsory property insurance of the goods received from the principal by the commission merchant where the former has ordered so	
Law under which the obligatory insurance must be taken out	Commercial Law
Legislative provisions	Article 350, par. 5 The commission merchant shall be bound to insure the goods received from the principal or from the third party under the executive transaction, provided the principal has given instructions to that effect.
Obligatory properties of the certifying documents	Content <u>of the insurance policy</u> : <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

V. 12. Compulsory property insurance of the of the deposited goods by the depositary on behalf of and on the account of the depositor for the value declared thereby, against fire, flood and earthquake, unless they have already been insured or the depositor objects to the insurance	
Law under which the obligatory insurance must be taken out	Commercial Law
Legislative provisions	Article 575, par. 4 The depositary shall be obliged to insure the deposited goods on behalf of and on the account of the depositor for the value declared thereby, against fire, flood and earthquake, unless they have already been insured or the depositor objects to the insurance. Upon request from the depositor the depositary shall be obliged to insure the deposited goods against other risks as well.
Obligatory	Content <u>of the insurance policy</u> :

properties of the certifying documents	<ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.
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VI. Compulsory insurance under class 10 (Motor vehicle liability) of the Annex A of Directive 73/239/EEC:

<p>VI. 1 Obligatory Third Party Liability Insurance of Motorists (Compulsory third party motor liability insurance)</p> <p>Compulsory third party motor liability insurance of self-propelled machines and equipment of engine power over 10 kW capacity under of the</p> <p>Compulsory third party motor liability insurance of the means of transport belonging to Allied and/or of foreign armed forces under of the</p>	
Law under which the obligatory insurance must be taken out	<p>Code on Insurance</p> <p>Law on the Registration and Control of Agricultural and Forestry Machines and Equipment</p> <p>Article 14 (1) The owner of self-propelled machines and equipment of engine power over 10 kW capacity shall also conclude an insurance contract "Civil Responsibility".</p> <p>(2) The persons, operating machines and equipment, shall carry and present at check:</p> <p>.....;</p> <p>3. a document certifying to a concluded insurance policy "Civil Responsibility".</p> <p>Law on the Passage Through and Presence Within the Territory of the Republic of Bulgaria of Allied and of Foreign Armed Forces</p> <p>Article 32 The means of transport belonging to Allied and/or of foreign</p>

	<p>armed forces shall compulsorily be insured by the sending State against civil liability by an insurance policy valid within the territory of the Republic of Bulgaria.</p> <p>Ordinance N 24 of 08.03.2006 on the Compulsory Insurance Pursuant to Items 1 and 2 of Article 249 of the Insurance Code and on the Procedure of Settlement of Claims for Compensation of Damages Caused to Motor Vehicles</p>
Legislative provisions	<p>Code on insurance</p> <p>Obligatory Insurance Types</p> <p>Art. 249. Obligatory insurances shall be:</p> <p>1. <i>Third Party Liability of Motorists</i> under Section II, letter “A”, Item 10.1 of Supplement No. 1 herein after referred to as obligatory <i>Third Party Liability Insurance of Motorists</i>.</p> <p>Subject to Insurance and Insurance Cover</p> <p>Art. 257. (1) Subject to insurance under obligatory <i>Third Party Liability Insurance of Motorists</i> shall be the third party liability of the insured natural and legal persons for material and non-material damages caused by them to third parties, related to possession and/or use of motor vehicles for which insured shall be liable in accordance with the Bulgarian legislation or the legislation of the country where the damage occurred.</p> <p>(2) Insured persons shall be the owner of the motor vehicle, for which there is a validly concluded insurance contract, as well as any person using the motor vehicle on lawful grounds.</p> <p>(3). Third persons shall be considered to be all persons with the exception of the person liable for the damage caused.</p> <p>(4) No agreement shall be allowed for exclusion from cover under the Third Party Liability Insurance of damages, caused to a third person who knew or should have known that the driver of the motor vehicle was in a state of alcoholic intoxication or under the influence of any other intoxicating agent at the time of the accident.</p> <p>(5) The <i>Third Party Liability Insurance of Motorists</i> shall not cover the liability of the insured as carrier of goods.</p> <p>Effect of the Contract for Obligatory <i>Third Party Liability Insurance</i></p> <p>Art. 258. (1) The insurance contract for obligatory <i>Third Party Liability Insurance of Motorists</i> shall cover the liability of the persons insured for damages caused within the territory of:</p> <p>1. The Republic of Bulgaria in accordance with the Bulgarian legislation;</p> <p>2. A Member State in accordance with its law;</p> <p>3. A third country in the case where the damages have been caused to persons from a Member State during a journey between the territories of two Member States, and under the condition that there is no national insurance bureau responsible for that territory; in such case, the liability shall be</p>

covered in accordance with the law of the Member State where the motor vehicle with regard to which the insurance was concluded is normally based.

(2) The insurance contract for obligatory *Third Party Liability Insurance of Motorists* shall provide cover on the territory of the Republic of Bulgaria and of the other Member States on the basis of a single insurance premium, throughout the contract's whole term, in any period within the said period inclusive, where the motor vehicle remains in another Member State.

(3) The insurance contract for obligatory *Third Party Liability Insurance of Motorists* shall provide in each Member State the cover in accordance with its law or the cover under the law of the territory where the motor vehicle is normally based, in the case where this cover is higher.

(4) A territory in which a motor vehicle is normally based shall be the territory of the state:

1. Where the registration number plate of the motor vehicle has been issued, irrespective of whether permanent or temporary;

2. Where the insurance or other distinguishing sign of a motor vehicle, analogical to the registration number plate under Item 1, has been issued in case where no registration is required for particular types of motor vehicles;

3. Where the owner of a motor vehicle has permanent residence in cases where neither registration number plate nor insurance sign nor other distinguishing sign is required for particular types of motor vehicles.

(5) For the purpose of presenting a claim before a guarantee fund or a national insurance bureau in the cases where the motor vehicle has no registration number plate, as well as where it has a registration number plate which does not correspond to this motor vehicle, and a traffic road accident occurs with its participation, the territory within which the motor vehicle is normally based shall be the territory of the state where the above road accident has occurred.

Obligation for Conclusion of Contract for Obligatory Third Party Liability Insurance of Motorists

Art. 259. (1) A contract for *Third Party Liability Insurance of Motorists* shall be obliged to conclude every person who:

1. Possesses a motor vehicle which is registered within the territory of the Republic of Bulgaria and has not been prevented from circulation;

2. Drives a motor vehicle upon entry of the territory of the Republic of Bulgaria, where s/he has no insurance valid for the territory of the Republic of Bulgaria.

(2) The person under Para. 1, Item 2 shall conclude a border contract for *Third Party Liability Insurance of Motorists* at the cross-border point from which they enter the territory of the Republic of Bulgaria. The person under Para. 1, Item 2 shall possess a valid border *Third Party Liability Insurance of Motorists* until s/he leaves the territory of the Republic of Bulgaria.

(3) The person under Para. 1, Item 2 shall not be obliged to conclude a contract for *Third Party Liability Insurance of Motorists* upon entry of the territory of the Republic of Bulgaria, provided that:

1. S/he holds a valid Green Card Certificate, or

2. Payment of indemnity with regard to his/her third party liability is guaranteed by a competent institution of a Member State and the driver is included in a list, drawn up by the competent authority of the Member State, indicating the persons exempted from obligation for conclusion of obligatory *Third Party Liability Insurance of Motorists* and provided to the Republic of Bulgaria.

(4) The conditions and the procedure for conclusion and reporting of the border *Third Party Liability Insurance of Motorists* under Para. 2 shall be specified in the Ordinance under Art. 255.

Annuity Payments of the Premium under Obligatory *Third Party Liability Insurance of Motorists*

Art. 260. (1) In the cases of annuity payments, the instalments of the insurance premium shall be paid within the term specified under the insurance contract.

(2) In the case of non-payment of an annuity instalment of the insurance premium, the insurer may terminate the contract by the procedure as per Art. 202, para, 2, para. 4 of the same article shall also be applied.

Proof of the Conclusion of an Insurance Contract

Art. 261. (1) The existence of an insurance contract for obligatory *Third Party Liability Insurance of Motorists* shall be proved with an insurance policy and a sign that shall be issued by the Guarantee Fund. The insurance policy as per the first sentence shall be a registered form with continuous numeration, which shall be printed under the procedure established by the Council of Ministers for printing of securities.

(2) In the case of annuity payments, the sign under Para. 1 shall also certify the time period for which the insurance premium has been paid.

(3) Under the *Third Party Liability Insurance of Motorists*, against payment of an additional premium, cover may also be provided for third countries, participating in the *Green Card* System, for which the insurer shall issue a *Green Card* Certificate.

(4) On conclusion of the *Third Party Liability Insurance of Motorists* the insurer shall provide a form of a bilateral protocol for attesting a road traffic accident in two copies according to a specimen approved by means of the ordinance as per article 125a, paragraph 2 of the Law on the Road Traffic.

Term of the Third Party Liability Insurance of Motorists

Art. 262. The term of the *Third Party Liability Insurance of Motorists* shall be one /1/ year. Conclusion of a *Third Party Liability Insurance of Motorists* for a shorter term, but not shorter than thirty /30/ days shall be allowed under the following cases:

1. Upon conclusion of an insurance of motor vehicles that have temporary or transit registration in compliance with the Bulgarian legislation in force;

2. In the case of conclusion of border insurance;
3. In the case of conclusion of insurance by companies carrying out import and sale of motor vehicles;
4. In the case of conclusion of insurance of slow moving motor vehicles;
5. In the case of conclusion of insurance of self-propelled machines.

Change of Ownership

Art. 263. (1) In the case of change of ownership of the motor vehicle insured, the contract for *Third Party Liability Insurance of Motorists* shall not be terminated. The transferor shall be obligated to hand over, to the purchaser, all documents attesting to the *Third Party Liability Insurance of Motorists* concluded. The transferor and the purchaser shall be thereby obligated to notify the insurer in writing of the transfer within a seven-day period.

(2) The purchaser shall be jointly and severally liable for the part of the premium non-paid up to the moment of transfer.

(3) The insurer shall have the right to demand payment of the premium from the transferor until the former is notified of the transfer.

(4) Within the term as per para. 1 the purchaser may unilaterally terminate the contract without providing motivation.

Motor Vehicle

Art. 264. (1) For the purposes of the obligatory insurance as per this Chapter, a motor vehicle shall be assumed to be each vehicle for travel on land propelled by own engine, as well as the trams, trolley-buses and the self propelled machinery registered under the Law on registration and control of the agricultural and woods machinery. Trailers and semi-trailers shall be also considered to be motor vehicles.

(2) For the purposes of the obligatory insurance as per this Chapter, the following shall not be considered to be motor vehicles:

1. Railroad vehicles, trams excluded;
2. Self-propelled machinery within the meaning of § 1, Item 12 of the Additional Provisions of the Law on registration and control of the agricultural and woods machinery with engine power of up to 10 Kw .

(3) Movement of a motor vehicle on roads open for public use within the meaning of Art. 2, Para. 1 of the Law on Traffic where the driver is not insured under the procedure of the present Code shall not be allowed.

Victim. Injured Person

Art. 265. (1) A victim shall be a person who has perished or has suffered corporal harms caused by motor vehicles.

(2) An injured person shall be a person, the victim inclusive, who has the right of indemnity for damages caused by motor vehicles.

Insurance Amount

Art. 266. (1) The obligatory *Third Party Liability Insurance of Motorists* shall be concluded for the following minimum insurance amounts:

1. For non-material and material damages as a result of bodily injury or death (personal injury):

- a) BGN 2,000,000 for each event with one victim;
- b) BGN 10,000,000 for each event in the case of two or more victims;

2. For damages to property (chattels) – BGN 2,000,000 for each event.

Insurance Cover

Art. 267. (1) The insurer under the obligatory *Third Party Liability Insurance of Motorists* shall cover the liability of the insured for the inflicted to third persons, including pedestrians, cyclists, and other participants in the road traffic damages, that are related to the possession or the use of a motor vehicle, including:

1. Non-material and material damages as a result of corporal injury or death;

2. Damages caused to someone else's property;

3. Benefits forgone which are a direct and immediate result from damage, and

4. The expenses reasonably made in relation to the claim presentation under Items 1 - 3, including the legal expenses adjudged as burden on the insured person.

(2) The insurance under Para. 1 shall also cover the liability for damages, caused in connection to the possession or the use of a motor vehicle by a person who:

1. Does not have express or implied authorisation thereto, provided that s/he has not acquired possession over the motor vehicle through theft, robbery or a crime under Art. 346 of the Penal Code;

2. Does not hold a driving license to operate the motor vehicle or whose driving license has been temporarily withdrawn;

3. Is in breach of the statutory requirements for good technical condition of the motor vehicle.

(3) The indemnity under Para. 1 may not exceed the insurance amount under the contract.

(4) Indemnity for an insurer's delay and for legal expenses adjudged against an insurer shall not be limited by the amount of sum insured.

Exceptions

Art. 268. An insurer shall not pay indemnity for:

1. Damages sustained by a guilty driver of a motor vehicle;

2. Damages, caused to the property of a passenger in the motor vehicle driven by the guilty driver, or to the property of the guilty driver's family member;

3. Damages caused to a motor vehicle, driven by the insured, as well as for damages inflicted on property, transported by such motor vehicle;

4. Damages caused in the case of use of the motor vehicle for participation in races, provided that the observance of the road traffic rules was not mandatory for the participants in the race and unless otherwise stipulated;
5. Damages caused in the case of use of the motor vehicle during an act of terrorism or war, provided that the injury of the third parties is in direct relation with such act;
6. Damages caused by the transportation of radioactive, chemical or other materials, constituting increased danger;
7. Damages constituting environmental pollution;
8. For damages ensuing from loss or destruction of moneys, jewellery, securities, all sorts of documentation, stamps, coins or other such collections;
9. Reimbursement of payments effected by the system of the state social or health insurance upon or on the occasion of death or corporal harm resulting from an insured event;
10. Interests and court expenses with the exception of the cases under Art. 223, Paras. 2 and 4;
11. Depreciation of the property damaged.

Claims representatives

Art. 269. (1) An insurer who has been granted or wishes to obtain a license for performance of insurance operations on *Third Party Liability Insurance of Motorists* shall be under the obligation to appoint a claims representative on this type of insurance in all Member States. The assignment of a representative under Sentence One shall not constitute opening of a branch in the relevant Member State.

(2) A claims representative under Para. 1 for a Member State may be a natural person resident, or a legal person, a sole proprietor respectively, having legal seat in this Member State. The natural persons who are directly involved in settlement of claims shall have command of the official language of the relevant Member State. No other restrictions on the choice of a claims representative shall be allowed.

(3) A claims representative may work for more than one insurer.

(4) A claims representative shall be responsible for handling and settlement of claims of the injured persons residing in the Member State, where the representative has been appointed, in the case where:

1. The motor vehicle that caused the insured event has a *Third Party Liability Insurance of Motorists* concluded with the insurer who has appointed the representative;

2. The motor vehicle that caused the insured event is normally based in a Member State other than the one where the injured person resides;

3. The insured event has occurred in a Member State, other the Member State where the insured person is residing or within the territory of a third country during a journey between two Member States.

(5) In the cases under Para. 4, a claims representative shall have the powers to collect all necessary information for establishment of the insured event and the amount of injuries inflicted, as well as to agree out of court claim settlement and to meet the claim in full.

(6) The appointment of a representative under the present Article shall not restrict the right of an injured person to present his/her claims directly as per the place of the insurer's legal seat or its branch's legal seat.

(7) The provisions of Paras. 1-6 shall apply accordingly to the operations of claims representatives who operate within the country on behalf of insurers with a legal seat outside the Republic of Bulgaria.

(8) The Guarantee Fund shall maintain a Registry of the claims representatives appointed by insurers of the Member States to represent them within the territory of the Republic of Bulgaria.

Obligations of the Person Insured Upon Occurrence of a Road Accident

Art. 270. (1) In the case of insured event occurrence, a person insured shall have the obligations, according to his/her possibilities, to make his/her best effort in order to save the injured persons and to limit the damages to property, to inform the competent authorities for road traffic control, as well as to perform his/her obligations under Art. 224.

(2) The insured shall be under the obligation to provide the injured person with the data necessary for claim presentation, including:

1. His/her name and address;
2. Name and address, respectively company name, legal seat and registered office of the owner of the motor vehicle;
3. Registration number of the motor vehicle;
4. Company name and legal seat of the insurer who has issued the insurance policy on *Third Party Liability Insurance of Motorists* and the number of the policy issued.

Obligations of the Insurer

Art. 271. (1) The term for final judgment on a claim under *Third Party Liability Insurance of Motorists* may not be longer than three months as of its presentation before the insurer who has concluded the *Third Party Liability Insurance of Motorists* contract, or before its claims representative.

(2) Within the term under Para. 1, the person before whom the claim has been presented shall have to:

1. Fix and pay the indemnity's amount, or
2. Provide a well-grounded standpoint on the claims presented in the case where refusing a payment, or where the legal grounds or the amount of damages has not been clearly determined.

(3) The insurer shall not refuse to issue a reasoned reply to a claim for compensation under the *Third Party Liability Insurance of Motorists* where for the verification of the road traffic accident one of the following documents was presented:

1. verification protocol for a road traffic accident;
2. protocol for a road traffic accident;
3. protocol for a road traffic accident that has not been visited by the traffic police;
4. other verification issued on a legal grounds by the bodies of the Ministry of Interior;

5. bilateral protocol for attesting a road traffic accident duly registered with the bodies of the Ministry of Interior and issued where as a consequence of the road traffic accident only damage to property has occurred that do not prevent the movement of the motor vehicle on its own and where there is a consensus between the participants in the road traffic accident about the circumstances of its occurrence.

(4) Where the documents as per paragraph 1 are insufficient for the verification of circumstances that are material to the occurrence of the road traffic accident the insurer may require the production of documents and evidence prepared by other competent bodies or persons. The first sentence shall not limit the right of the consumer to produce evidence.

(5) An injured person shall have the right of legal interest for delay on the indemnity's amount, which interest shall accrue as of the date of expiration of the term under Para. 1.

Obligations of the Person Injured

Art. 272. The person injured shall be hereby obligated to submit to the insurer the documentation the former has at their disposal and which are related to the insured event and the damages inflicted, and shall assist the insurer upon establishment of the circumstances in connection with the event and the amount of damages.

Insurance Indemnity

Art. 273. (1) In the case of death or corporal injury of third persons, the indemnity shall be determined by an insurance experts' commission of the insurer of the guilty driver or via the court.

(2) In the case of damages inflicted to property, the indemnity may not exceed the actual value of the damage inflicted. The indemnities for damages inflicted to motor vehicles shall be determined in compliance with an ordinance on the methodology for settlement of claims for indemnification of damages inflicted to motor vehicles adopted by the Commission.

(3) Indemnity under obligatory *Third Party Liability Insurance of Motorists* shall be determined and paid in the currency, in which the claim has been presented, except for in the cases under Art. 78, Para. 3. Claims for indemnity in relation to insured events, which have occurred in the Republic of Bulgaria shall be presented in the local currency.

(4) In the case of a dispute between the Guarantee Fund and an insurer, having concluded the *Third Party Liability Insurance* contract, with regard to the one who is to compensate the injured person, the indemnity shall be paid by the insurer. In the case where it is established that the liability lies with the Guarantee Fund, the latter shall reimburse the insurer for the amount paid to the injured person together with the legal interest rate.

Right of Reimbursement

Art. 274. (1) In addition to the cases under Art. 227, the insurer shall have the right to receive the indemnity paid by it from the insured, in the case

	<p>where the insured, upon occurrence of the road accident:</p> <ol style="list-style-type: none"> 1. Has been driving the motor vehicle upon consumption of alcohol with concentration of alcohol in the blood exceeding the rate permitted by the law or under the influence of an intoxicating agent or its analogue, or has refused to undergo or has guiltily deviated from the standard check for alcohol, intoxicating agents or their analogues; 2. Has not stopped and undertaken measures to remove a fault or malfunction in the motor vehicle arisen while driving, which imperils the traffic's safety and the traffic accident occurred as a result of this; <p>(2) The insurer shall have the right to receive the indemnity paid by it from the person driving the motor vehicle without a driving license.</p> <p>Certificate of Previous Insured Events</p> <p>Art. 275. (1) A person, who has concluded an obligatory <i>Third Party Liability Insurance</i> shall be entitled at any time to receive from the insurer, with whom the insurance contract has been concluded, a certificate of claims for indemnities with regard to damages, caused in the use of the motor vehicle, in relation to which the contract has been concluded or for the lack of such claims for a period of five years prior to the date of filing the application.</p> <p>(2) An insurer shall be obligated to issue the certificate within a fifteen-day period as of filing of the application.</p> <p>As well as:</p> <p>Articles 1, 2 par. 1, 3 – 18e, 26 - 29 of The Ordinance N 24 of 08.03.2006 on the Compulsory Insurance Pursuant to Items 1 and 2 of Article 249 of the Insurance Code and on the Procedure of Settlement of Claims for Compensation of Damages Caused to Motor Vehicles and the annexes thereof</p>
<p>Obligatory properties of the certifying documents</p>	<p>Content of <u>the insurance policy</u>:</p> <ul style="list-style-type: none"> • the insurer business name; • the insurers registered office and address of the place of management, insurers from third countries operating through a branch in the Republic of Bulgaria also indicating the registered office and address of the place of management of the insurer in the third country and of the branch in the Republic of Bulgaria; • the number of the act of the competent authority whereby a license has been issued for practicing insurance activity, insurers from third countries operating through a branch in the Republic of Bulgaria quoting the number of the act of the competent authority by registered office of the insurer in the third country and of the competent authority in the Republic of Bulgaria; • the number under BULSTAT for insurers with registered office in the Republic of Bulgaria, respectively registration number in the commercial or other similar register of insurers with registered office in a Member State or a third country;

- name and address, respectively business name, registered office, address of the place of management and number under BULSTAT of the owner of the motor vehicle
- name and address of the usual driver or holder of the motor vehicle when different from the owner thereof;
- type, make, registration number* of the motor vehicle and chassis number;
- a number containing:
 - unique identification code of the insurer, provided by the Guarantee Fund,
 - code specifying the type of insurance,
 - the year of beginning of the insurance policy and
 - the number in order.
- contract's subject;
- the insurance risks covered;
- the contract's term, the beginning and the end of the insurance coverage's period inclusive;
- the insurance amount or the manner of its assessment;
- the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment;
- the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well;
- the date and place of contract's conclusion;
- parties' signatures:
- the name and address of the claims representative appointed under Article 12a of the Second Council Directive 88/357/EEC or of the claims representative under Article 4 of the Fourth motor insurance Directive 2000/26/EC that has been authorised to carry out the functions thereof where the contract has been concluded with an insurer from another Member State operating in Bulgaria under the freedom to provide services]
- date of maturity and the precise amount of each annuity payment of the premium where annuity payment of the premium has been negotiated.

Ordinance N 24 of 08.03.2006 on the Compulsory Insurance Pursuant to Items 1 and 2 of Article 249 of the Insurance Code and on the Procedure of Settlement of Claims for Compensation of Damages Caused to Motor Vehicles

Article 5. (1) The insurer shall supply the person that has concluded the compulsory insurance with a sign issued by the Guarantee Fund referred to in Article 287 of the Insurance Code. The said person shall be obligated to place the sign on the windshield of the motor vehicle on the side of the driver in a manner that shall allow good visibility.

(2) The sign referred to in Paragraph (1) shall contain the registered

trademark of the Guarantee Fund, a unique number and the date on which the insurance expires. The form and graphic security of the sign shall be determined by the Council of the Fund.

(3) The sign referred to in Paragraph (1) shall be manufactured in such a way as to be disposable. In the case of rescheduled payments of the premium the sign referred to in Paragraph (1) shall also certify to the term for which the insurance premium has been paid.

(4) The Guarantee Fund shall maintain a register of the issued, destroyed, lost or stolen signs.

(5) In the case of loss, theft or destruction of the sign referred to in Paragraph (1) the insurer, at the request of the owner, user, holder or driver of the motor vehicle, shall provide a new sign, which shall be valid until the expiry of the insurance term.

(6) The Guarantee Fund shall commission the printing of the sign referred to in Paragraph (1) to a contractor determined by the Council of the Fund.

(7) The insurer shall declare in writing before the Guarantee Fund the number of signs pursuant to Paragraph (1) he needs.

(8) The insurer shall pay for the number of signs ordered as referred to in Paragraph (1) in accordance with the price established in the contract between the Guarantee Fund and the contractor referred to in Paragraph (6). The payment shall be made to an account of the contractor.

(9) The insurer shall receive from the Guarantee Fund the ordered number of sign referred to in Paragraph (1) following the submission of a document certifying the payment referred to in Paragraph (8). The Guarantee Fund shall refuse execution of the order of an insurer that has not paid for the number of signs referred to in Paragraph (1) said insurer has ordered.

Article 7. (1) The sign referred to in Paragraph (5) shall constitute a self-adhesive label with three sections, respectively No. 1, No. 2 and No. 3 carrying an identical number and a control slip, with:

1. section No. 1 of the label being attached to the windshield of the motor vehicle on the side of the driver so that good visibility shall be insured;
2. section No. 2 of the label being attached on the copy of the insurance policy, which is accounted and stored with the insurers;
3. section No. 3 of the label being attached on the control slip at the designated place.

(2) The driver of the motor vehicle shall be obligated to carry the control slip at all times and to provide it together with the insurance policy on the occasion of checks by the control authorities.

(3) An erroneously filled in or erroneously perforated sign, or a sign with damaged integrity shall be annulled and shall be substituted for a new one. The annulment and the substitution shall be made by the insurer.

(4) The number of a lost or stolen sign shall be proclaimed invalid in one national daily by the insurer that has provided it. By the 15th day of each month the insurers shall provide the Guarantee Fund with information about the lost, stolen and destroyed signs for the preceding month.

(5) When a motor vehicle technologically is not equipped with a windshield and it is impossible for section No. 1 of the sign to be attached in the place indicated in Article 5 (1) the same section shall be attached to the insurance policy carried by the driver of the motor vehicle and in the case of inspection

shall be presented together with the control slip.

Specimen of the sign and of the control slip approved by the Guarantee fund.



Content of the insurance policy for frontier insurance (adopted by the National Bureau of the Bulgarian Motor Insurers)

ORIGINAL/ОРИГИНАЛ

1. FRONTIER INSURANCE FOR MOTOR THIRD PARTY LIABILITY
1. ГРАНИЧНА ЗАСТРАХОВКА „ГРАЖДАНСКА ОТГОВОРНОСТ“ НА АВТОМОБИЛИСТИТЕ
2. ISSUED UNDER THE AUTHORITY OF NATIONAL BUREAU OF BULGARIAN MOTOR INSURERS
2. ИЗДАДЕНА ПОД КОНТРОЛА НА НАЦИОНАЛНО БЮРО НА БЪЛГАРСКИТЕ АВТОМОБИЛНИ ЗАСТРАХОВАТЕЛИ

3. VALID / ВАЛИДНА						4. Country Code/Insurer's Code/Serial and Policy Number 4. Код на страна/код на застрахователя/серия и номер на полицата BG/00/FI/0000/
FROM / ОТ			TO / ДО			
Day/Ден	Month/Месец	Year/Година	Day/Ден	Month/Месец	Year/Година	6. Category and make of Vehicle* 6. Категория* и марка на превозното средство
Hour/Час						
5. Registration No. and Chassis No. 5. Регистрационен номер и номер на рама						Country/Държава:

This insurance is not valid in Countries for which the relevant box has been cancelled
Този застрахователен полис не е валиден за страните, които са изчертани

A	B	BG	CY	CZ	D	DK	E	EST	F	FIN
GB	GR	H	I	IRL	IS	L	LT	LV	M	N
NL	P	PL	RO	S	SK	SLO	CH	AL	ARG	BEL

7. Name and Address of the Policyholder (or User of the vehicle)
7. Име и адрес на Застрахователя (или ползвателя превозното средство)

8. This Insurance has been issued by: (Name and address of Insurer)
8. Този застрахователен полис издаден от: (име и адрес на Застрахователя)

9. Signature of Insurer
9. Подпис на Застрахователя

*CATEGORY OF VEHICLE CODE/КАТЕГОРИЯ НА МОТОРНОТО ПРЕВОЗНО СРЕДСТВО (Код)

A. CAR/ЛЕКА АВТОМОБИЛ	C. LORRY OR TRACTOR/КАМИОН ИЛИ ВЛЕКАЧ	E. BUS/АВТОБУС
B. MOTORCYCLE/МОТОЦИКЛИТ	D. CYCLE FITTED WITH AUXILIARY ENGINE/ВЕЛОСКОПИД С ДОПЪЛНИТЕЛЕН МОТОР	F. TRAILER/РЕМАРКА

This insurance is issued pursuant to Article 249, items 1 and 2 of the Code on Insurance and Ordinance № 24 of the Financial Supervision Commission of 8th March 2006. The Insured hereby declares having read and signs the Declaration overleaf.
Този застрахователен полис издаден на основание чл. 249, т. 1 и 2 от Кодекса за застраховане и Наредба № 24 от 08.03.2006 на Комисията за финансов надзор. Застрахованият декларира, че е прочел и подписал декларацията на гърба.

Signature of Insured
Подпис на застрахования

Issued on /Издадена на /..... Date/Дата

Premium in BGN/Премия в лева /.....

Place /Място/.....

1. FRONTIER INSURANCE FOR MOTOR THIRD PARTY LIABILITY

1. ГРАНИЧНА ЗАСТРАХОВКА „ГРАЖДАНСКА ОТГОВОРНОСТ“ НА АВТОМОБИЛИСТИТЕ

2. ISSUED UNDER THE AUTHORITY OF NATIONAL BUREAU OF BULGARIAN MOTOR INSURERS

2. ИЗДАДЕНА ПОД КОНТРОЛА НА НАЦИОНАЛНО БЮРО НА БЪЛГАРСКИТЕ АВТОМОБИЛНИ ЗАСТРАХОВАТЕЛИ

3. VALID / ВАЛИДНА

FROM / ОТ			TO / ДО		
Day/Ден	Month/Месец	Year/Година	Day/Ден	Month/Месец	Year/Година
No./№					

5. Registration No. and Chassis No.
5. Регистрационен номер и номер на рама

Country/Държава:

4. Country Code/Insurer's Code/Serial and Policy Number
4. Код на страна/код на застрахователя/серия и номер на ползвателя

BG/00/FI/0000/

6. Category and make of Vehicle*
6. Категория* и марка на превозното средство

This insurance is not valid in Countries for which the relevant box has been cancelled
Този застраховка не е валидна за страните, които са изчерпани

A	B	BG	CY	CZ	D	DK	E	EST	F	FIN
GB	GR	H	I	IRL	IS	L	LT	LV	M	N
NL	P	PL	RO	S	SK	SLO	CH			

7. Name and Address of the Policyholder (or User of the vehicle)
7. Име и адрес на Застрахователя (или ползвателя превозното средство)

8. This Insurance has been issued by: (Name and address of Insurer)
8. Този застраховка е издадена от: (име и адрес на Застрахователя)

9. Signature of Insurer
9. Подпис на Застрахователя

***CATEGORY OF VEHICLE CODE/КАТЕГОРИИ НА МОТОРНОТО ПРЕВОЗНО СРЕДСТВО (Код)**

A. CAR/ЛЕКА АВТОМОБИЛ	C. LOBBY OR TRACTOR/КОМБИ ИЛИ ВЛЕКАЧ	E. BUS/AВТОБУС
B. MOTORCYCLE/МОТОЦИКЛЕТ	D. CYCLE FITTED WITH AUXILIARY ENGINE/ВЕЛОСОЦИКЛ С ДОПЪЛНИТЕЛЕН МОТОР	F. TRAILER/ПРИКАЧ

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Signature of Insured
Подпис на застрахования

Issued on /Издадена на / Date/Дата Premium in BGN/ Премия в лев /

Place /Място/

	<p style="text-align: center;">INFORMATION FOR THE HOLDER/DRIVER OF THE VEHICLE</p> <p>1. Any person, who enters the territory of the Republic of Bulgaria driving a vehicle, which is normally based on the territory of a third country and has no third party insurance, covering losses and injuries caused to third parties in connection with the vehicle's ownership and/or usage, valid for the territory of Bulgaria and the territory of the member countries of EEA and other associated countries (Multilateral Guarantee Agreement), is obliged to make "Motor Third Party Liability" insurance at the border check-point.</p> <p>2. Frontier insurance shall also be obliged to make persons who have entered the territory of the Republic of Bulgaria driving a vehicle, which is normally based on the territory of a third country and has a third party insurance valid as per item 1 above, but the insurance is due to expire before the person leaves the territory of the country, except when it has been extended or renewed.</p> <p>3. Frontier insurance as per item 1 above shall be made as per the rules for carrying of insurance activities within the area of the border check-points. Frontier insurance as per item 2 above shall be made as per the General Regulations of the Code on Insurance of the Republic of Bulgaria solely in an Insurer's branch, agency or representative office, without using insurance intermediaries' services.</p> <p>4. The Frontier insurance is issued for a period of not less than one month and not more than three months.</p> <p>5. The insurance contract is drawn up in writing and valid from the date and time of drawing up and terminates at 24,00hrs on the expiry date stated in the contract.</p> <p>6. When the period of validity of the frontier insurance expires before the person leaves the territory of the Republic of Bulgaria, the latter is obliged to make a new insurance before the date of expiry.</p> <p>7. A "Green card" international certificate must be issued and attached to the frontier insurance.</p> <p>8. The premium for the frontier insurance is a lump sum payment and is paid at signing of the insurance agreement.</p> <p>9. In case of a damage/claim, the Insured has to contact: A) In Bulgaria – the Insurer who has issued the insurance policy; B) Abroad – the National Bureau of the respective country (see the back of the "Green card" certificate).</p> <p>10. The driver is obliged to carry always with him the policy together with the "Green card" international certificate, and to show them to authorized persons requesting them for checking.</p> <p>Declaration: I agree my personal data, which I submit to the insurance company, to be processed and submitted in connection with the application of documents or the execution of contracts (installments, damages/claims, risks etc.) and upon processing and assessment of risks and damages/claims of other insurers, Green card Bureau etc.</p> <p style="text-align: center;">ИНФОРМАЦИЯ ЗА ЗАСТРАХОВАНИЯ (ИЛИ ПОЛЗВАЩИЯ ПРЕВОЗНОТО СРЕДСТВО)</p> <p>1. Лице, което при влизане на територията на Р България управлява моторно превозно средство, което обикайно се намира на територията на трета държава и няма застраховка, покриваща отговорността за причинените от него на трети лица имуществени и неимуществени вреди, свързани с притежаването и/или използването на моторното превозно средство, валидна за територията на Република България и за територията на държавите – страни по Споразумението между националните бюра на застрахователите на държавите членки на Европейското икономическо пространство и други асоциирани страни (Многостранното Гаранционно Споразумение) е длъжно да сключи застраховка „Гражданска отговорност“ на автомобилистите на граничния контролно-пропускателен пункт.</p> <p>2. Гранична застраховка е длъжно да сключи и лице, управляващо моторно превозно средство, което обикайно се намира на територията на трета държава, когато е влязло на територията на Република България с валидна застраховка по т. 1, чийто срок изтича преди лицето да е напуснало територията на страната, освен когато тази застраховка е била продължена или подновена.</p> <p>3. Граничните застраховки по т. 1 се сключват по реда за извършване на застрахователна дейност в района на граничните контролно-пропускателни пунктове. Граничните застраховки по т. 2 се сключват по общия ред на Кодекса за застраховането на Република България единствено в клон, агенция или представителство на застраховател, без използване на услугите на застрахователни посредници.</p> <p>4. Граничната застраховка се сключва за срок, който не може да бъде по-кратък от един месец и по-дълъг от три месеца.</p> <p>5. Застрахователният договор влиза в сила от датата и часа на сключването му и се прекратява в 24 часа на датата на изтичане, посочена в договора.</p> <p>6. Когато срокът на покритието по договор за гранична застраховка изтича преди лицето да е напуснало територията на Република България, то е длъжно да сключи нов такъв договор преди изтичането на срока му.</p> <p>7. Към полицата за гранична застраховка задължително се издава международен сертификат „Зелена карта“</p> <p>8. Застрахователната премия по гранична застраховка е еднократна и се заплаща при сключването на застрахователния договор.</p> <p>9. В случай на щета, застрахованият следва да се обърне: (1) В България - към застрахователя, издател на полицата (2) В чужбина - към Националното бюро на съответната страна (виж гърба на сертификата „Зелена карта“)</p> <p>10. Водачът е длъжен да носи винаги полицата заедно с международния сертификат „Зелена карта“ и да го показва при поискване от оторизирани лица за проверка.</p> <p>Декларация: Съгласен съм с данните, които предоставям на застрахователната компания, да се обработват и предоставят във връзка с прилагането на документи или изпълнението на договори (вноски, щети, рискове и др.) при обработката и оценяването на рискове и щети на други застрахователи, Бюро Зелена карта и др.</p> <p>An international green card certificate shall be attached to the frontier insurance.</p>
	<p>* In the case of acquisition of a new motor vehicle, import of motor vehicle or putting a temporarily suspended vehicle into operation, the insurance policy shall be concluded prior to the registration of the motor vehicle by the competent authorities of the Interior Ministry with only the number of the motor vehicle chassis being entered in the policy. Following the reception of the registry plate from the competent authorities of the Interior Ministry the insured party shall be obligated to declare said</p>

	circumstance in writing before the insurer within seven days following the reception thereof.

VI. 2. Compulsory third party liability insurance of the railway carrier	
Law under which the obligatory insurance must be taken out	Law on the Rail Transport
Legislative provisions	Article 65 The railway operator shall be obliged to insure its liability to passengers and luggage, freight as well as third persons.
Obligatory properties of the certifying documents	<p>Content of <u>the insurance policy</u>:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

VII. Compulsory insurance under class 11 (Aircraft liability) of the Annex A of Directive 73/239/EEC:

VII .1. Compulsory third party liability insurance of the airline operators	
Law under which the obligatory insurance must be taken out	Law on Civil Aviation
Legislative provisions	<p>Article 64, par. 5, item 2 (5) The aviation operators shall obligatorily insure: 2. their responsibility: a) to the passengers in case of accident;</p>

	b) in the cases of missing or damage of luggage, cargo and mail; c) to third persons.
Obligatory properties of the certifying documents	<p>Content <u>of the insurance policy</u>:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

VII. 2. Compulsory third party liability insurance of the entities performing activities pertinent to aerial sports in case of accident	
Law under which the obligatory insurance must be taken out	Law on Civil Aviation
Legislative provisions	Art. 119d. The persons carrying out activities in the air sports shall insure the seats in the aircraft, as well as the aviation personnel and their responsibility in the event of accident – regarding the athletes and third persons.
Obligatory properties of the certifying documents	<p>Content <u>of the insurance policy</u>:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as

	<p>the timeframes and the procedure for its payment;</p> <ul style="list-style-type: none"> • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.
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VIII. Compulsory insurance under class 12 (Liability for ships) of the Annex A of Directive 73/239/EEC:

VIII. 1. Compulsory third party liability insurance of the charterer of a vessel	
Law under which the obligatory insurance must be taken out	Code of the Merchant Shipping
Legislative provisions	Article 199g, (1) Commercial operation of the vessel shall be performed by the charterer in conformity with the bareboat charter, with all costs attendant to the operation, including the remuneration of the ship's complement, being at the expense of the charterer. The charterer shall insure the vessel and the third-party liability thereof.
Obligatory properties of the certifying documents	<p>Content <u>of the insurance policy</u>:</p> <ul style="list-style-type: none"> • the subject of insurance (the insurable interest) and, in the case of carriage of goods, the name of the vessel as well; • the sum insured; • the perils covered; • the period of the insurance; • the voyage and the intermediate ports at which the vessel will call before the port of destination; • place and date of issue of the policy; • the insurance taker; • designation of the insurer and signature of the representative thereof. <p>The policy may contain also clauses on:</p> <ul style="list-style-type: none"> • settlement of disputes by arbitration, • choice of the law applicable, etc.

VIII. 2. Compulsory third party liability insurance (or bank guarantee or other financial security) of the ship-owner of a tanker carrying more than 2,000 tons of oil in bulk as cargo	
Law under which the obligatory insurance must be taken out	Code of the Merchant Shipping
Legislative provisions	<p>Article 346d, par. 1 The ship-owner of a tanker carrying more than 2,000 tons of oil in bulk as cargo shall be required to maintain insurance, bank guarantee or other financial security covering the relevant sums referred to in Article 346c (1) herein.</p> <p>Article 346c. (1) The ship-owner shall be entitled to limit the liability thereof in respect of any one incident:</p> <ol style="list-style-type: none"> 1. to the lev equivalent of 3 million Special Drawing Rights as defined by the International Monetary Fund: for a tanker with a tonnage not exceeding 5,000 gross tons; 2. to the lev equivalent of a sum total of the amount referred to in Item 1 and 420 Special Drawing Rights for each additional gross ton of tonnage in excess of 5,000 gross tons provided, however, that this aggregate amount shall not in any event exceed 59. 7 million Special Drawing Rights: for a tanker with a tonnage exceeding 5,000 gross tons.
Obligatory properties of the certifying documents	<p><u>Content of the insurance policy:</u></p> <ul style="list-style-type: none"> • the subject of insurance (the insurable interest) and, in the case of carriage of goods, the name of the vessel as well; • the sum insured; • the perils covered; • the period of the insurance; • the voyage and the intermediate ports at which the vessel will call before the port of destination; • place and date of issue of the policy; • the insurance taker; • designation of the insurer and signature of the representative thereof. <p>The policy may contain also clauses on:</p> <ul style="list-style-type: none"> • settlement of disputes by arbitration, • choice of the law applicable, etc.

IX. Compulsory insurance under class 13 (General liability) of the Annex A of Directive 73/239/EEC:

IX. 1. Compulsory third party liability insurance of the storehouses for compulsory stocks of oil and petroleum products under Article 21, item 7 of the Law on Mandatory Stocks of Crude Oil

and Petroleum Products	
Law under which the obligatory insurance must be taken out	Law on Mandatory Stocks of Crude Oil and Petroleum Products
Legislative provisions	<p>Article 21</p> <p>Art. 21. The request for registration of a warehouse, where obligatory reserves under this law can be stored, shall be filed by the person who will be the keeper to the chairman of the agency and it shall be accompanied by the following documents:</p> <p>.....</p> <p>7. Full insurance coverage of assets in storing facility to be registered under this act, of products stored, and of liabilities to third parties;</p>
Obligatory properties of the certifying documents	<p>Content of the insurance policy:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

IX. 2. Compulsory third party liability insurance of persons exercising the medical profession at the medical establishment for potential damages resulting from culpable non-performance of their professional duties	
Law under which the obligatory insurance must be taken out	Law on the Health
Legislative provisions	Article 189 Medical establishments shall insure the persons exercising the medical profession at the medical establishment for potential damages resulting from culpable non-performance of their professional duties.
Obligatory	Content of the insurance policy:

properties of the certifying documents	<ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.
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IX. 3. Compulsory third party liability insurance of specified categories of military servicemen	
Law under which the obligatory insurance must be taken out	Law on Defence and Armed Forces of the Republic of Bulgaria
Legislative provisions	<p>Art. 223.</p> <p>(3) The Minister of Defence in coordination with the Minister of Finance shall define the positions available for military servicemen which are subject to compulsory third-party liability insurance at the expense of the state budget.</p> <p>Art. 289. The Minister of Defence in coordination with the Minister of Finance shall determine the categories of the civil staff, who shall be obligatorily insured for civil responsibility on the account of the state budget.</p>
Obligatory properties of the certifying documents	<p>Content of <u>the insurance policy</u>:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive;

	<ul style="list-style-type: none"> • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.
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IX. 4. Compulsory third party liability insurance of the persons carrying out conformity assessment;	
Law under which the obligatory insurance must be taken out	Law on the Technical Requirements Towards Products
Legislative provisions	<p>Article 10, par. 1, item 6 (1) Permits for carrying out assessment of conformity are issued to persons, which: 6. have insurance covering damages that may arise as a consequence of failure to fulfil their obligations with regard to activities related to assessment of conformity;</p>
Obligatory properties of the certifying documents	<p><u>Content of the insurance policy:</u></p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the

	<p>manner in which they may be defined</p> <ul style="list-style-type: none"> parties' signatures.
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IX. 5. Compulsory third party liability insurance of the persons, licensed to perform technical supervision	
Law under which the obligatory insurance must be taken out	Law on the Technical Requirements Towards Products
Legislative provisions	Article 34, par. 3 Persons, licensed to perform technical supervision, must hold insurance cover against damages, which may be caused as a consequence of failure by the owners or users of installations of higher risk as well as third parties, to fulfil their obligations.
Obligatory properties of the certifying documents	<p><u>Content of the insurance policy:</u></p> <ul style="list-style-type: none"> the names, the appellations respectively, and the addresses of the parties; contract's subject; the insurance risks covered; the contract's term, the beginning and the end of the insurance coverage's period inclusive; the insurance amount or the manner of its assessment; the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; the date and place of contract's conclusion; names, the appellation and address of the beneficiaries or the manner in which they may be defined parties' signatures.

IX. 6. Compulsory third party liability insurance of the insurance brokers and the insurance agents	
Law under which the obligatory insurance must be taken out	Code on Insurance
Legislative provisions	Art. 156. (1) The insurance broker shall be obliged to maintain constantly obligatory Professional liability insurance, valid for the whole territory of

	<p>the European Union and the European Economic Area, which covers the liability for damages, occurred on the territory of a Member State at carrying out activity of insurance and/or reinsurance intermediation as a consequence of his/her culpable action or inaction. The minimum sum insured shall be 2 240 400 BGN for each insurance event and 3 360 600 BGN for all insurance events in the course of one year.</p> <p>Article 167, par. 2 The insurance agent shall be obliged to maintain obligatory Professional liability insurance, valid for the whole territory of the European Union and the European Economic Area, which covers the responsibility for damages, occurred on the territory of a Member State in carrying out insurance intermediation activity as a consequence of his/her culpable action or inaction. The minimum sum insured shall be 2 240 400 BGN for each insurance event and 3 360 600 BGN for all insurance events in the course of one year.</p>
Obligatory properties of the certifying documents	<p>Content of the insurance policy:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

IX. 7. Compulsory third party liability insurance of the attorneys at law	
Law under which the obligatory insurance must be taken out	Bar Law
Legislative provisions	<p>Article 50. (1) For the duration of their professional activity, attorneys-at-law shall be insured against the damages, which may occur as a result of a guilty failure to discharge their obligations. A law firm shall be obligated to insure each of its members separately.</p> <p>(2) The obligatory minimum insurance coverage under insurance</p>

	<p>policies shall be fixed by the Supreme Bar Council.</p> <p>(3) The Supreme Bar Council may negotiate with one or more insurance companies, on a competition basis, general conditions for the insurance of the "professional liability" risk. The general conditions negotiated shall be notified to the members of Bar Associations within 14 days of reaching an agreement thereupon.</p> <p>(4) Any insurance contracts under Paragraph 1 entered into by the law firms and attorneys-at-law with insurers, other than those under Paragraph 3 must ensure coverage not lesser than the one under Paragraph 2.</p> <p>(5) Paragraphs 1 - 4 shall also apply to foreign country attorneys-at-law, who exercise the legal profession on grounds of Article 10 and 11, unless they substantiate they have a similar insurance contract in the country where attorney-at-law competency has been acquired.</p>
Obligatory properties of the certifying documents	<p><u>Content of the insurance policy:</u></p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

IX. 8. Compulsory third party liability insurance (or other financial guarantee) of the persons, licensed to use nuclear energy or sources of ionizing radiation or to deal with radioactive waste management and spent fuel management	
Law under which the obligatory insurance must be taken out	Law on the Safe Use of Nuclear Energy and the Vienna Convention on Civil Liability for Nuclear Damage
Legislative provisions	Article 16, item 17 Licensees using nuclear energy or sources of ionizing radiation or dealing with radioactive waste management and spent fuel management

	<p>shall be obligated:</p> <p>.....</p> <p>17. to maintain insurance or other financial security against nuclear damage.</p>
Obligatory properties of the certifying documents	<p>Content <u>of the insurance policy</u>:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

IX. 9. Compulsory third party liability insurance of the persons, licensed to engage in activities concerning geodesy and cartography	
Law under which the obligatory insurance must be taken out	Law on the Geodesy and Cartography
Legislative provisions	<p>Article 26</p> <p>Article 26. The licensed person shall be insured for the duration of his/her activity under this Act for damages that may occur as a result of culpable non-performance of his/her obligations and of the obligations of employees thereof. The minimum amount of the insurance sum shall be determined by:</p> <p>1. The Geodesy, Cartography and Cadastre Agency - for the persons who have been licensed under the conditions and by the procedure of Article 24 (1);</p> <p>2. The Chamber of Geodesy Engineers - for the persons who have been licensed under the conditions and by the procedure of Article 24 (2);</p>
Obligatory properties of the certifying	<p>Content <u>of the insurance policy</u>:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the

documents	<p>parties;</p> <ul style="list-style-type: none"> • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.
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IX. 10. Compulsory third party liability insurance of the providers of certification services	
Law under which the obligatory insurance must be taken out	Law on the Electronic Document and Electronic Signature
Legislative provisions	<p>Article 21, par. 1, item 2</p> <p>(1) The providers of certification services shall carry out their activity, while:</p> <p>2. obtaining insurance for themselves for the duration of their operation against any damages that may result from failure to perform their obligations under this Act;</p>
Obligatory properties of the certifying documents	<p>Content of <u>the insurance policy</u>:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion;

	<ul style="list-style-type: none"> names, the appellation and address of the beneficiaries or the manner in which they may be defined parties' signatures.
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IX. 11. Compulsory third party liability insurance of the professionally competent bodies in geodesy, cartography, or cadastre	
Law under which the obligatory insurance must be taken out	Law on the Cadastre and Property Register
Legislative provisions	Article 20, par. 3 A professionally competent body shall be required to obtain insurance, only for the duration of his/her/its work as per this Act, against liability for damages as may occur due to guilty non-fulfilment of his/her/its obligations as well as the obligations of his/her/its employees. The minimum amount of the insurance premium shall be determined by the Geodesy, Cartography, and Cadastre Agency.
Obligatory properties of the certifying documents	Content of <u>the insurance policy</u> : <ul style="list-style-type: none"> the names, the appellations respectively, and the addresses of the parties; contract's subject; the insurance risks covered; the contract's term, the beginning and the end of the insurance coverage's period inclusive; the insurance amount or the manner of its assessment; the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; the date and place of contract's conclusion; names, the appellation and address of the beneficiaries or the manner in which they may be defined parties' signatures.

IX. 12. Compulsory third party liability insurance of the employees of legal persons and sole traders, carrying out guarding activity by using firearms	
Law under which the obligatory insurance must be	Law on the Control over Explosives, Weapons and Ammunition

taken out	
Legislative provisions	Article 14, par. 5 Legal persons and sole traders, when carrying out guarding activity by using firearms, shall obligatorily insure their employees with "Civil liability" insurance for caused tangible and intangible damages.
Obligatory properties of the certifying documents	Content <u>of the insurance policy</u> : <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

IX. 13. Compulsory third party liability insurance of the principal investigator and the sponsor performing clinical trials of drugs on humans	
Law under which the obligatory insurance must be taken out	Law on the Medicinal Products in Human Medicine
Legislative provisions	Art. 90. The clinical test can be started and conducted provided that: 3. insurance or indemnity for covering researcher or contracting authority liability has been provided. Art. 91. The contracting authority and the principal researcher shall make insurance covering their liability for property or non-property damages to the study subjects caused in or on the occasion of the conduct of the clinical test.
Obligatory properties of the certifying documents	Content <u>of the insurance policy</u> : <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject;

	<ul style="list-style-type: none"> • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.
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IX. 14. Compulsory third party liability insurance of the registered auditors	
Law under which the obligatory insurance must be taken out	Law on the Independent Financial Audit
Legislative provisions	Article 33, item 14 The registered auditor shall be obliged: 14. to insure himself for the risks of his professional activity;
Obligatory properties of the certifying documents	<p><u>Content of the insurance policy:</u></p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

IX. 15. Compulsory third party liability insurance of the notaries, the assistant notaries and the employees of the notary's office	
Law under which the obligatory insurance must be taken out	Law on the Notaries and Notarial Practice
Legislative provisions	Article 30, par. 1 (1) Each notary shall contract insurance for the time of practice thereof against loss or injury which may arise from culpable non-fulfilment of the obligations thereof, as well as of the obligations of the assistant notary and the employees of the notary's office. The minimum and maximum amount of the sum insured shall be determined by the Notary Chamber of Bulgaria.
Obligatory properties of the certifying documents	Content of the insurance policy: <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

IX. 16. Compulsory third party liability insurance of the tour operator	
Law under which the obligatory insurance must be taken out	Law on Tourism Ordinance on the conditions and the procedure of conclusion of Compulsory Insurance Covering the Liability of the tour operator
Legislative provisions	Article 42. (1) Every year, the tour operator shall conclude a contract of insurance covering the liability thereof for damage resulting from failure to settle any obligations to the counterparties thereof, including insolvency and bankruptcy, and the said insurance must cover:

	<p>1. repayment of the sums paid by the consumer under the contract before the start of the journey;</p> <p>2. compensation for the difference in case only part of the services agreed in the contract are provided during the journey;</p> <p>3. the costs of provision of transport for the consumer back to the place of departure.</p> <p>(2) Where the tour operator, acting directly or through the travel agent, fails to present to the consumer the contract of insurance referred to in Paragraph (1), the consumer shall be entitled to withdraw from the contract without penalty.</p> <p>(3) A withdrawal by the consumer under Paragraph (2) must be communicated in writing to the tour operator or travel agent before the start of the journey.</p> <p>4) The contract for insurance shall be concluded for term of one year and shall be renewed or new contract shall be concluded not later than 30 days before the date of its expiry. The tour operator shall present to the Minister of Economy, Energy and Tourism a copy of the contract for insurance in 14 days term after concluding or renewal for entering in the register of art. 17, para 2.</p> <p>(5) Upon initial registration, registered tour operators shall be obligated to submit a copy of the contract of insurance as concluded within seven days after notification of the issuance of a certificate of registration.</p> <p>(6) The terms and a procedure for conclusion of the contract of insurance referred to in Paragraph (1) shall be established by an act of the Council of Ministers, which shall furthermore regulate the insurance cover, the limits of liability, the manner of determination of the insurance premium and other such.</p>
<p>Obligatory properties of the certifying documents</p>	<p><u>Content of the insurance policy:</u></p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

	<p><u>Content of the certificate</u> as per Article 7 of the Ordinance on the Conditions and the Procedure of Conclusion of Compulsory Insurance Covering the Liability of the tour operator:</p> <ul style="list-style-type: none"> • subject of insurance предмет на застраховката; • business name, registration number, registered office, address of the place of management and telephone of the tour operator; • number and date of issuance of the insurance policy; • number and date of issuance of the certificate; • term of validity of the insurance; • business name, registration number, registered office, address of the place of management and telephone of the insurer; • insurance coverage; • sum insured; • term and procedure for filing a claim to the insurer; • term and procedure for claim settlement; • signature and seal of the insurer; • signature and seal of the tour operator. <p>The certificate may include other useful to the consumer information concerning the insurance taken out.</p> <p>The certificate shall be issued in Bulgarian and in English languages.</p>
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IX. 17. Compulsory third party liability insurance (or bank guarantee) in case of import or transit of waste	
Law under which the obligatory insurance must be taken out	Law on the Waste Management
Legislative provisions	<p>Article 73</p> <p>(2) In the event that financial guarantee or equivalent insurance is required under Art. 6 of Regulation 1013/2006, it shall be provided in the form of bank guarantee, insurance guarantee or insurance policy.</p> <p>(3) In the event of shipments of waste to the Republic of Bulgaria for interim recovery or disposal operations the financial guarantee or the equivalent insurance shall cover the expenses until the completion of the shipments, certified by issuance of a certificate under Art. 15, Letter „e“ of Regulation 1013/2006.</p> <p>(4) In case of general notification under Art. 13 of Regulation 1013/2006 for shipment from the Republic of Bulgaria, the financial guarantee or the</p>

	<p>equivalent insurance must cover the entire waste quantities specified in the notification. Partial financial guarantee for part of the waste quantities shall be allowed in the cases under Para 7.</p> <p>(6) The insurance policy under Art. 6 of Regulation 1013/2006 shall be issued by an insurance company licensed under the order of the Insurance Code. The insurance policy shall include an agreement for payment of the full amount on the event insured in favour of the Ministry of Environment and Water on the first demand in writing.</p>
Obligatory properties of the certifying documents	<p><u>Content of the insurance policy:</u></p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

IX. 18. Compulsory third party liability insurance of the designer, the person commissioned with technical control on "Constructive" part, the consultant, the builder and the person exercising construction supervision	
Law under which the obligatory insurance must be taken out	<p>Law on the Spatial Planning</p> <p>Ordinance Establishing the Terms and Procedure for Compulsory Insurance in Design and Construction</p>
Legislative provisions	<p>Article 171. The designer, the person commissioned with technical control on "Constructive" part, the consultant, the builder and the person exercising construction supervision shall be insured against professional liability for any detriment inflicted on the other participants in construction and/or third parties as a result of wrongful acts or omissions in the course of, or in connection with, the performance of their duties.</p> <p>(2) The terms and a procedure for compulsory insurance of the</p>

persons covered under Paragraph (2), including the insurance cover, the risks excluded, the minimum amounts of insurance, and the insurance premiums, shall be established by an act of the Council of Ministers.

Article 172. (Amended, SG No. 65/2003) (1) The insurances referred to in Article 171 herein shall be contracted for a period of one year and shall cover the liability of the insured on written claims presented within the term of validity of the contract of insurance for:

1. any wrongful acts or omissions of the insured in the course of, or in connection with, the performance of the duties thereof, performed within the term of validity of the contract;

2. any wrongful acts or omissions of the insured in the course of, or in connection with, the performance of the duties thereof, performed within a period commencing on the retroactive date and ending upon conclusion of the contract; in such a case, the insurer shall not be liable for any loss as have occurred prior to the conclusion of the contract of insurance.

(2) "Retroactive date" within the meaning given by Paragraph (1) shall be the date of commencement of practice of a person covered under Article 171 herein. In respect of the persons who have practised for a period exceeding five years, the retroactive date shall be five years prior to conclusion of the contract of insurance.

(3) The contract of insurance shall be concluded by the persons covered under Article 171 herein within fifteen days after commencement of the professional practice thereof.

(4) The insurance shall be renewed annually without interruption until the person practises the respective activity.

(5) Upon discontinuance of an activity subject to compulsory insurance, the person covered under Article 171 herein shall be obligated to contract an additional insurance covering a period of five years succeeding the discontinuance of the activity, in case the loss-inflicting act was performed after the retroactive date referred to in Paragraph (2).

Article 173. (1) A separate insurance may be agreed between the participants in construction covering the liabilities thereof for a specific work.

(2) The contracting authority may require that the contractor contract an additional insurance covering damage to property sustained by the construction work, the materials, the mechanical equipment for construction and the furnishings of the construction site which has arisen in the course of construction, if paid by the contracting authority or owned thereby.

Article 174. (1) The state bodies and the contracting authority may require from the persons covered under Article 171 herein proof of the existence and validity of a contract of insurance (copies of insurance policies and documentary proof of insurance premiums paid). Any such documents shall be submitted within seven days after being requested in writing.

(2) Should the contracting authority ascertain non-fulfilment of the obligation to contract and maintain an insurance by the persons covered under Article 171 herein, the said contracting authority may suspend all

	payments due thereby to the said persons.
Obligatory properties of the certifying documents	<p>Content <u>of the insurance policy</u>:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as well; • the date and place of contract's conclusion; • names, the appellation and address of the beneficiaries or the manner in which they may be defined • parties' signatures.

IX.19. Compulsory third party liability insurance of the Independent Appraisers	
Law under which the obligatory insurance must be taken out	Law on the Independent Appraisers
Legislative provisions	Art. 18. The independent appraiser shall: 7. be insured for the risks of his/her professional activity;

Obligatory properties of the certifying documents	<p>Content <u>of the insurance policy</u>:</p> <ul style="list-style-type: none"> • the names, the appellations respectively, and the addresses of the parties; • contract's subject; • the insurance risks covered; • the contract's term, the beginning and the end of the insurance coverage's period inclusive; • the insurance amount or the manner of its assessment; • the insurance premium or the manner of its assessment, as well as the timeframes and the procedure for its payment; • the names and address of the insurance intermediary should the contract be concluded through an intermediary, and in the case of an insurance agent – the number of its identification document as
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	<p>well;</p> <ul style="list-style-type: none">• the date and place of contract's conclusion;• names, the appellation and address of the beneficiaries or the manner in which they may be defined• parties' signatures.
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