

Motor Third Party Liability Insurance

Information document for the insurance product

Company: DZI - General Insurance JSC

Product: Compulsory Motor Third Party Liability Insurance



Country: Republic of Bulgaria

License number: Permit №3

This information document summarizes the most important terms and conditions of the product. It does not reflect the individual terms of your insurance contract. The complete pre-contractual and contractual information for the compulsory Motor Third Party Liability Insurance (MTPL) is contained and provided in the Proposal-Questionnaire and in the insurance contract (policy), as well as in the Insurance Code and Ordinance №49 on the compulsory insurance under Motor Third Party Liability Insurance and Accident Insurance for public transport passengers.

What is this type of insurance?

You are obliged to take out compulsory Motor Third Party Liability Insurance if you own a motor vehicle (MV) that is registered or is about to be registered in the territory of the Republic of Bulgaria, or drive a motor vehicle from a third country in the territory of the Republic of Bulgaria and do not have a valid one (cross-border Motor Third Party Liability Insurance).

To the Motor Third Party Liability Insurance you can take out Roadside Assistance Insurance and Voluntary Accident Insurance for passengers.



What is covered by the insurance?

- ✓ The insurance covers the **liability** of the insured natural and legal persons for the material and non-material damages, culpably caused by them to third parties (including pedestrians, cyclists and other road traffic participants), related to the possession and/or use of the motor vehicle specified in the policy;
- ✓ The liability of the owner, user and holder of the motor vehicle for which there is a validly concluded insurance contract is covered, as well as any person who drives or uses the motor vehicle specified in the policy on legal grounds;

Subject to coverage:

- ✓ Non-material and material damage to third parties as a result of bodily injury or death;
- ✓ Damage caused to somebody else's property;
- ✓ Lost benefits, representing a direct and immediate result of the damage;
- ✓ Reasonably incurred costs in connection with the filing of a claim, including court charges awarded against the insured.



Where am I covered by the insurance?

- ✓ On the territory of the Republic of Bulgaria according to the applicable legislation;
- ✓ On the territory of a Member State in accordance with its law;
- ✓ On the territory of a third country, where the damage has been caused to persons from a Member State when traveling between the territories of two Member States and provided that there is no national insurance bureau responsible for that territory; in that case, the liability is covered according to the law of the Member State in whose territory the guilty driver's motor vehicle, in respect of which the insurance has been taken out, is normally based;
- ✓ On the territory of a third country whose national bureau of insurers is a party to the multilateral agreement in accordance with its law;
- ✓ On the territory of a third country whose national bureau of insurers is a member of the Green Card system.



What is not covered by the insurance?

Damage:

- ✗ Suffered by the guilty driver of the motor vehicle;
- ✗ Caused to the property of a member of the family of the insured;
- ✗ Caused to the motor vehicle driven by the guilty driver, as well as the damage caused to property transported by this motor vehicle;
- ✗ Caused by the use of the motor vehicle for participation in races, provided that compliance with the road traffic rules is not mandatory for the participants in the race;
- ✗ Caused by the use of the motor vehicle during an act of terrorism or war, provided that the injury to third parties is directly related to such an act;
- ✗ Caused by a motor vehicle carrying nuclear or other radioactive materials, as well as chemical or other materials representing an increased hazard;
- ✗ Environmental damage, representing contamination or pollution of the environment according to the Liability for Prevention and Remediation of Environmental Damages Act;
- ✗ Damage resulting from the loss or destruction of money, jewelry, securities, all kinds of documents, stamps, coins or other similar collections;
- ✗ It does not cover the liability of the insured as a carrier of goods.
No compensation is paid for:
- ✗ Impairment of damaged property;
- ✗ Reimbursement of payments made by the state social or health insurance system in case of or on the occasion of death or bodily injury as a result of an insured event;
- ✗ Interest and court charges except in the case provided by law;
- ✗ Fines and other pecuniary sanctions for the guilty driver in connection with the insured event.



Are there any coverage limitations?

- ! The damages that are covered are up to the amount of the legally established limits of liability.



What are my obligations?

- To reply to all questions we have posed in the Proposal-Questionnaire by providing us with accurate, correct and complete information;
- To inform us about any change in the declared circumstances (in case of transfer of ownership of the motor vehicle, changes in the permanent address of the insured, in the state registration number of the motor vehicle or in case of change in the purpose of the motor vehicle);
- To pay the insurance premium under the contract within the agreed term;
- To notify us within the prescribed time limits and procedures in case of occurrence of an insured event.
- To announce in writing to the insurer within 7 days of receiving a registration certificate and registration number plates from the competent authorities of the Ministry of Interior (MIA), in case the MTPL insurance contract has been concluded prior to registration of the motor vehicle by the competent authorities of the Ministry of Interior, with registration therein of the frame number only;
- To provide the necessary documents in case of an occurrence of an insured event.
- To take the necessary measures to prevent events that may lead to the occurrence of an insured event covered by the insurance contract;
- To pay the insurance premium under the contract within the agreed term.

Upon the occurrence of an insured event, except in case of factual impossibility to do so:

- To do what is necessary to rescue the injured persons and to limit the damage caused to the property;
- To immediately notify the competent authorities when this is provided for in a regulatory act;
- To inform the insurer about the occurred event, as well as to state in detail the circumstances of this event, and to render subsequent assistance during the performance of investigation by the insurer on the occasion of this event;
- Not to leave the accident scene until the arrival of the competent authorities in the cases provided by law, except in cases where it is necessary to provide emergency medical care in a healthcare institution;
- Not to consume alcohol and other intoxicating or narcotic substances until the arrival of the competent authorities;
- To provide the injured person with the data necessary to file a claim before the insurer under a MTPL insurance;
- To inform the insurer in writing whether there are criminal or administrative proceedings against it in connection with the occurred insured event and at what stage these proceedings are, as well as whether the injured parties have exercised their rights to seek compensation from third parties or authorities, in case you have become aware of such circumstances.



When and how do I pay?

- The price of the insurance is paid as a single payment or as a deferred payment in installments.
- The insurance premium can be paid in cash or by bank transfer; the consecutive installments due can also be paid online at www.dzi.bg.



When does the coverage begin and end?

- The coverage begins at the date and time specified as commencement in your policy.
- The insurance coverage ends at the date and time specified as end in your policy.
- In the event of non-payment or partial payment of a deferred installment by the maturity date recorded in the policy, the policy coverage is terminated at 24:00 p.m. on the 15th day from the maturity date or within another time limit, explicitly recorded in the policy.



When can I terminate the contract?

You can terminate the insurance contract for compulsory Motor Third Party Liability Insurance after its entry into force by sending a written notice to us at the address indicated in the policy, along with additional documents attached, depending on the occurred circumstances:

- Change in the ownership of the motor vehicle specified in the policy - the new owner may unilaterally terminate the contract, but after the policy has been transferred;
- Scrapping of the motor vehicle - after presentation of a certificate or a copy of the registration document with the stamp "Scrapped", or a laminated registration document perforated by the respective competent authorities;
- The motor vehicle has been illegally appropriated - after presentation of a decree for suspension of penal proceedings, i.e. a document certifying that the motor vehicle has not been found as of the date of issuance of the document;
- The motor vehicle has been taken off the road - after presentation of a certificate, issued by the Traffic Police Authorities;
- Bank account;
- Notarized power of attorney, in case you are not the owner of the motor vehicle or the insuring party under the policy.

In case of early termination of the contract, you have the right to receive back part of the paid insurance premium corresponding to the unexpired period of coverage.

The amount to be refunded is the difference between the premium paid and the premium due for the period of effect of the contract, from the date of commencement to the date of its termination.

The premium due is determined as a percentage of the total amount due under the policy, reduced by the contributions for the Guarantee Fund, the Security Fund and the value of the stickers on the basis of the short-term tariff, according to the following table:

Term in months	12	11	10	9	8	7	6	5	4	3	2	1
% of the accrued premium	100%	98%	90%	81%	73%	65%	56%	48%	39%	31%	23%	15%