

Common Compendium

BG - Bulgaria

Review date: 12/09/2022

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Country Code: BG

Organisation (s): NBBMI, Bulgarian Guarantee Fund

1. Basic Information (GCB/GF/CB)

This section is aimed at all three organisations. The questions are repeated three times to be filled out by each organization

1.1. If relevant, please indicate the name of the organisation that operates as:

Green Card Bureau: NBBMI

Guarantee Fund: Bulgarian Guarantee Fund

Compensation Body: NBBMI

Information Centre: Bulgarian Guarantee Fund

1.2. What is the legal status/form of your organisation? Only one option can be selected by each organisation.

Please answer in your capacity as Green Card Bureau:

- Non-profit organisation**
- Association of legal entities**
- Limited liability company**

Other. Please specify. Click or tap here to enter text.

Please answer in your capacity as Guarantee Fund:

Non-profit organisation

Association of legal entities

Limited liability company

Other. Please specify. Click or tap here to enter text.

Please answer in your capacity as Compensation Body:

Non-profit organisation

Association of legal entities

Limited liability company

Other. Please specify. Click or tap here to enter text.

1.3. How is the ownership of your organisation structured? Only one option can be selected by each organisation.

Please answer in your capacity as Green Card Bureau:

Owned/controlled by all Members equally

Part of state government

Other. Please specify. Click or tap here to enter text.

Please answer in your capacity as Guarantee Fund:

Owned/controlled by all Members equally

Part of state government

Other. Please specify. Click or tap here to enter text.

Please answer in your capacity as Compensation Body:

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- Owned/controlled by all Members equally**
- Part of state government**
- Other. Please specify.** Click or tap here to enter text.

1.4. How is the membership/governance of your organisation structured? Only one option can be selected by each organisation.

Please answer in your capacity as Green Card Bureau:

- Only insurance undertakings are Member to the organisation**
- Mixed membership of insurance undertakings and other members**
- Only Members participate in the governance**
- Others may participate in the governance**
- Other. Please specify.** Click or tap here to enter text.

Please answer in your capacity as Guarantee Fund:

- Only insurance undertakings are Member to the organisation**
- Mixed membership of insurance undertakings and other members**
- Only Members participate in the governance**
- Others may participate in the governance**
- Other. Please specify.** Click or tap here to enter text.

Please answer in your capacity as Compensation Body:

- Only insurance undertakings are Member to the organisation**
- Mixed membership of insurance undertakings and other members**
- Only Members participate in the governance**
- Others may participate in the governance**
- Other. Please specify.** Click or tap here to enter text.

1.5. Is your organisation a VAT liable entity? Only one option can be selected by each organisation.

Please answer in your capacity as Green Card Bureau:

Yes

No

If answered yes to question 1.5., please indicate the VAT number: BG 130764706

If answered yes to question 1.5, is the service of claim handling VAT exempted?

Yes

No

In what instances is VAT refundable? Please specify. Only Handling fee and external services are VAT liable and VAT refundable.

Please answer in your capacity as Guarantee Fund:

Yes

No

If answered yes to question 1.5., please indicate the VAT number: [Click or tap here to enter text.](#)

If answered yes to question 1.5, is the service of claim handling VAT exempted?

Yes

No

In what instances is VAT refundable? Please specify. [Click or tap here to enter text.](#)

Please answer in your capacity as Compensation Body:

Yes

No

If answered yes to question 1.5., please indicate the VAT number: BG 130764706

If answered yes to question 1.5, is the service of claim handling VAT exempted?

Yes

No

In what instances is VAT refundable? Please specify. Only Handling fee and external services are VAT liable and VAT refundable.

1.6. For a full overview of your national GCB/GF/CB please provide the link of your website:

GCB: <https://www.nbbaz.bg>

GF: <http://www.guaranteefund.bg>

CB: <https://www.nbbaz.bg>

The following questions are only aimed at Guarantee Funds and Compensation Bodies.

1.7. On what legal basis is your organisation authorised to carry out compensation?

Please answer in your capacity as Guarantee Fund:

Please provide the name and date of the law: Insurance Code (published SG 29/12/2015, in force 01/01/2016)

Please answer in your capacity as Compensation Body:

Please provide the name and date of the law: Insurance Code (published SG 29/12/2015, in force 01/01/2016)

1.8. Is compensation by your organisation subsidiary? Only one option can be selected by each organisation.

Please answer in your capacity as Guarantee Fund:

Yes

No

Please provide further explanations: Click or tap here to enter text.

If the compensation is subsidiary, which entities are excluded? All insurance undertakings

Please answer in your capacity as Compensation Body:

Yes

No

Please provide further explanations: Click or tap here to enter text.

COUNCIL OF BUREAUX

If the compensation is subsidiary, which entities are excluded? All insurance undertakings

2. Applicable law (GCB/GF/CB)

This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.

2.1. Provide the title and if applicable, the number of your national law which forms the basis for making a claim (Road Traffic Act, Insurance Law, Liability Law, etc.)

Code on Insurance

2.2. What liability regime do your organisations operate with? Only one option can be selected.

- Fault based liability**
- Strict liability**
- Other . Please specify.** Click or tap here to enter text.

2.3. Are there any restrictions to the activities of your organisations regarding the way the law applies to visitors with regard to:

- Country of residence. Please specify.** Click or tap here to enter text.No
- Nationality. Please specify.** Click or tap here to enter text.No
- Other. Please specify.** Click or tap here to enter text.

2.4. For what types/categories of motor vehicles is insurance compulsory?

For all types Motor vehicles and trailers intended for use on public roads

Click or tap here to enter text.

Are there any exemptions? Please specify. Click or tap here to enter text.

Are exempted from compulsory insurance:

- Vehicles not bearing registration plates issued by the State,
- Railroad vehicles, except the trams
- Self-propelled machinery with engine power of up to 10 KW: wheeled tractors, chain tractors, all kind of self-propelled machinery, all kind of self-propelled agricultural and forest machinery

- Trailers up to 750 kilograms.

2.5. Does the MTPL insurance law apply to private areas?

Yes

No

How do you define a private area according to your national law? Please specify. Click or tap here to enter text.

2.6. What is the minimum amount of cover required for material and personal injury damage?

State the minimum value of sum insured, the date as of which it is in effect from and please indicate whether the limit is per accident or per victim:

Click or tap here to enter text. For material and personal injury damage – BGN 10 420 000 per accident. For damage to property – BGN 2 100 000 per accident (EUR 1 = BGN 1.95583). These amounts of cover are in force since 07/12/2018.

2.7. In which cases is an MTPL-insurer permitted by Law to reject/refuse cover for a third party claim? Please specify for the below-mentioned sub-items:

Accident caused by stolen vehicles: Click or tap here to enter text.

Accident caused by drunk driving: Click or tap here to enter text.

Accident caused with intent (for instance homicide, suicide): Click or tap here to enter text.

Accident caused by a terrorist attack: Click or tap here to enter text.

Accident caused by a driver without a license: Click or tap here to enter text.

Other instances: Click or tap here to enter text.

2.8. Does your national law require cover in respect of passengers carried in the vehicle?

Yes

No

Please specify. Click or tap here to enter text.

Is there any category of passenger excluded from this cover?

Yes

No

Please specify. Click or tap here to enter text.

2.9. Does your national law require the insurer and/or Bureau to make an offer of compensation to a claimant within a specified time?

Yes

No

If yes, what is the nature of the damages to which the time-limit applies? All damages

If yes, what is the specific time-limit? The time-limit for final settlement of the claim may not be longer than three months as of the date of its presentation.

2.10. What is the statute of limitation periods (prescription) according to your national law against the MTPL insurer when there is a direct action?

The limitation period for legal proceedings against the insured or the insurer is 5 years from the day the event occurred. In the cases of excess resulting directly from an accident, the limitation period is 5 years from the date of occurrence or becoming aware of the excess. For the person who has subrogated to the rights of the injured party the prescription term is 5 years from the date on which the injured person was compensated.

2.10.1. When does the period of limitation begin and when does it expire?

In respect to material damage: Click or tap here to enter text. From the day the event occurred

In respect to bodily injuries: Click or tap here to enter text. From the day the event occurred

2.10.2. Are there any provisions in your national law which allow the suspension/extension of the limitation period? How about interruption? Please specify.

Extension of the limitation period is not allowed. The period is interrupted when a lawsuit is brought. The limitation period is suspended from the date when the claim is presented before the insurer until the date of the pronouncement of the insurer or until the expiration of the maximum time limit for pronouncement.

2.10.3. Are there special circumstances in your national law regarding statute of limitations? Please describe in short :

Within 3 months period the insurer is obliged to pay or to announce motivated refusal to pay. After the preconditions for the refusal are removed and the circumstances are clarified, the injured party can submit the claim again.

Are there any differences for limitation period of liable party? No

The following questions are only aimed at Compensation Bodies. Please answer in your capacity as Compensation Body:

2.11. Under your legislation, does a victim who has requested compensation under Articles 24 and 25 of the Codified Motor Insurance Directive have the right to remedy against the decision/omission of the Compensation Body?

Yes

No

If yes, please specify (i.e. appeal to administrative authority, judicial review of the latter's decision or action to court directly, i.e., passive procedural legitimacy of the Compensation Body):

Action to court directly i.e. passive procedural legitimacy of the Compensation Body

3. Trucks and trailers (GCB/GF/CB)

This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.

3.1. Does your national law regulate trailers?

Yes

No

3.2. Liability

3.2.1. If the truck is coupled with the trailer, does liability strictly fall on the truck or is there a division of liability? Please specify.

Liability strictly fall on the truck.

3.2.2. Can liability arise in case of an uncoupled trailer in an accident?

Yes

No

If yes, what are the conditions? Damages, caused by a trailer, which is not attached to a motor vehicle, which is not functionally dependent on a motor vehicle, which was not moving, as well as in the event of self-propelling, shall be covered by the insurer under the compulsory MTPL insurance, associated with the possession and use of the trailer.

3.3. Do trailers need to bear a registration plate in your country?

Yes

No

If yes, please specify the conditions: [Click or tap here to enter text.](#)

3.4. Is the trailer given separate plates or does it bear the same registration plate as the truck?

Yes

No

Please specify. Separate plates for the trailer.

3.5. Does your country have an established practice in determining where (the component parts of) a truck-trailer combination bearing the registration plates of different countries is/are:

- "normally based"

Yes

No

Please specify. [Click or tap here to enter text.](#)

- "originating from"

Yes

No

Please specify. [Click or tap here to enter text.](#)

3.6. Is there an obligation to insure the truck and the trailer separately?

Yes

No

If yes, please specify the conditions/exemptions: Are exempted from compulsory insurance trailers up to 750 kilograms

3.7. Do trailers need their own Green Card?

Yes

No

Please specify. [Click or tap here to enter text.](#)

3.8. If there is no insurance obligation for a trailer in your country but liability is ascertained under the applicable law, does the Guarantee Fund intervene?

Yes

No

Please specify. [Click or tap here to enter text.](#)

3.9. If there exists a separate liability, is a claimant obliged to make a claim against either the truck or the trailer?

Yes

No

Please specify. [Click or tap here to enter text.](#)

3.10. If there is a division of liability?

Yes

No

If yes, Please specify.

- the criteria (i.e. joint/several liability, percentage): [Click or tap here to enter text.](#)

- on what is the division of liability based (i.e. law/jurisprudence/agreement between insurers)?

Click or tap here to enter text.

3.11.Can the division of risk between truck and trailer be based on any other rules than liability (e.g. such as on the basis of double insurance)?

Yes

No

Please specify. Click or tap here to enter text.

3.12.Who is responsible for the damage to a connected trailer in case of a solo accident?

The towing unit

The trailer

Other.

Please specify. Click or tap here to enter text.

3.13.Who is responsible for the damage to a connected trailer in cases involving Third Parties?

The towing unit

The trailer

A third party, depending on the situation

Other. **Please specify.** Click or tap here to enter text.

4. Property Damage – Claims (GCB/GF/CB)

This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.

4.1. For the following sub-items please state the different possibilities for a claimant to file a claim against a MTPL-insurer for property damage

4.1.1. How is vehicle damage covered with regards to repair costs?

In cases of damage to property, the indemnity may not exceed the actual cost of the damage caused. The indemnities for damage to motor vehicles shall be determined in accordance with the methodology of claims settlement for damage caused to motor vehicles adopted.

4.1.2. How is vehicle damage covered with regards to total loss?

A total loss of a motor vehicle shall be a damage where the cost of the repairs needed exceeds 70 percent of its actual value. The amount of costs for the repairs needed shall be determined according to the specific indemnification method based on:

1. a proforma invoice issued by a service station in case the damages are repaired in kind, or
2. an expert assessment in case of cash indemnification.

4.2. Does the claimant have right to compensation for loss of value for a damaged vehicle?

Yes

No

If yes, Please specify. [Click or tap here to enter text.](#)

4.3. Does the claimant have right to compensation for costs of expert reports?

Yes

No

If yes, Please specify. [Click or tap here to enter text.](#)

4.4. Does the claimant have right to compensation for costs of vehicle recovery/rescue and towing a vehicle to a repair shop?

Yes

No

If yes, please specify the criteria: [Click or tap here to enter text.](#)

4.5. Does the claimant have right to compensation for the loss of use of a damaged vehicle?

Yes

No

If yes, please specify the criteria: [Click or tap here to enter text.](#)

4.6. Does the claimant have right to compensation for costs of hiring another vehicle in case of a damaged vehicle and/or a lump sum as a substitute?

Yes

No

If yes, please specify the criteria: [Click or tap here to enter text.](#)

4.7. Does the claimant have right to compensation for registration fees related to cases where the vehicle is a total loss?

Yes

No

If yes, please specify the criteria: [Click or tap here to enter text.](#)

4.8. Does the claimant have right to compensation for costs related to overnight accommodation and meals?

Yes

No

If yes, please specify the criteria: [Click or tap here to enter text.](#)

4.9. Does the claimant have right to compensation for pre-financing costs related to a vehicle damage (for instance borrowing money because of an accident)?

Yes

No

If yes, please specify the criteria: [Click or tap here to enter text.](#)

4.10. Does the claimant have right to compensation for general costs (i.e. telephone and mailing costs, administrative costs, etc)?

Yes

No

If yes, please specify the criteria: [Click or tap here to enter text.](#)

4.11. Any other instances/cases which are covered?

Yes

No

If yes, Please specify. Click or tap here to enter text.

4.12. How can the claimant claim recovery for damages if the responsible vehicle is uninsured?

Please specify. Claim is submitted to the Guarantee Fund

5. Personal Injuries and death – Claims (GCB/GF/CB)

For the following sub-items please state the different possibilities for a claimant to file a claim against a MTPL-insurer for bodily injury. Please specify for each question when applicable.

5.1. Does the claimant have right to compensation for costs of medical treatment?

Yes.

No.

Please specify. By virtue of the Third Party Liability insurance contract, the insurer, respectively Guarantee fund shall be obliged, within the insurance amount specified in the contract, to cover the liability of the insured person for material and non-material damage inflicted by the insured person on third persons, where the said damages are a direct and immediate result of the insured event, also benefits foregone representing a direct and immediate result of unlawful injury, interest for delay, when the insured person is liable for the payment thereof before the damaged person.

5.1.1. Does your national law make a distinction between public and private healthcare?

Yes.

No.

Please specify. Click or tap here to enter text.

5.2. Does the claimant have right to compensation for costs of care and increased needs due to an accident?

Yes.

No.

Please specify. Click or tap here to enter text.

5.3. Does the claimant have right to compensation for disability?

Yes.

No.

Please specify. Click or tap here to enter text.

5.4. Does the claimant have right to compensation for pain and suffering?

Yes

No

If answered yes, how is the amount of compensation assessed (fixed sum, tables, court)? Please specify.
Compensation for a personal tort shall be determined ex aequo et bono by the court.

5.5. Does the claimant have right to compensation for loss of earnings?

Yes.

No.

Please specify. Click or tap here to enter text.

5.6. Does the claimant have right to compensation for loss of future earnings?

Yes.

No.

Please specify. Click or tap here to enter text.

5.7. Does the claimant have right to compensation for loss of dependency (for instance a victim is fatally injured in a traffic accident and leaves a spouse/children behind)?

Yes.

No.

Please specify. Click or tap here to enter text.

5.8. Does the claimant have right to compensation for funeral expenses?

Yes.

No.

Please specify. Click or tap here to enter text.

5.9. Does the claimant have right to compensation for moral damages (limitations in life, loss of quality, etc)?

Yes.

No.

Please specify. Click or tap here to enter text.

Is it part of the pain and suffering according to your national law?

Yes.

No.

Please specify. Click or tap here to enter text.

5.10. Does the claimant have right to compensation in case of aggravation of the damage suffered?

Yes.

No.

Please specify. Aggravation of the damage suffered shall be each deterioration of the health status of the damaged person, which is in direct link of causation with the insured event that has occurred.

5.11. Are relatives/next of kin entitled to compensation (tort, pain and suffering, other)?

Yes.

No.

Please specify. Relatives/the next of kin of the deceased have the right to compensation, but this right is not absolute and cannot be realized if the claimant does not prove that he actually suffered moral damages.

5.12. Any other cases? Please specify.

Click or tap here to enter text.

6. Claims Settlement Procedures – in and out of court (GCB/GF/CB)

This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.

6.1. What evidence is considered as acceptable/lawful in your country? More than one of the following options can be selected.

Constat amiable (European Accident Statement)

Police report

Pictures

Witness statements

Medical statements

Other

Please specify in detail: Click or tap here to enter text.

6.2. Out of court settlement

6.2.1. What are the conditions for filing a claim according to your national law? Please specify in detail:

For payment of compensation for non-material damages under obligatory Third Party Liability Insurance the person injured shall file a written application (notice) to raise his/her claims; documentary evidence of the traffic accident issued by the competent authorities or constat amiable; IBAN and BIC of the bank account.

6.2.2. Do you require proof for the following 3 indicators and please specify in detail (including limitations):

- **Proof of involvement – including the recording/requirement of the accident (i.e police report, constat amiable, etc.)**

Yes

No

Please specify. [Click or tap here to enter text.](#)

- **Proof of damage**

Yes

No

Please specify. A copy of the damaged motor vehicle registration certificate; document about ownership; photos; an original heirs certificate – up-to-date as of the claim raising date; a certified copy of a death act; medical and other documents - expert reports, medical notes, certificates, medical history, records of MCC or TEMP, sick leave, etc., proving the occurrence of injuries due to the traffic accident.

- **Proof of causal link between liability and damage**

Yes

No

Please specify. A protocol of findings, a traffic accident protocol or a certificate issued by the authorities of the Ministry of Internal Affairs certifying the traffic accident occurrence - original or certified copy. Presentation of other evidence to certify the accident is not obligatory.

6.2.3. Is a visiting victim required to file a report about the accident to the local authorities before returning to the State of residence?

Yes

No

Please specify. [Click or tap here to enter text.](#)

If they fail to do so, does that exclude the visiting victim from filing a claim for compensation?

Yes

No

Please specify.

6.2.4. Which are the conditions according to your national law in considering a vehicle as identified? Please specify in detail.

The vehicle and its registration number to be identified.

6.2.5. Are there any other requirements for filing a claim?

Yes

No

If yes, please specify in detail. [Click or tap here to enter text.](#)

6.2.6. Are legal fees for out of court settlements reimbursed?

Yes

No

If yes, how are these fees assessed/calculated? [Click or tap here to enter text.](#)

6.3. Court settlements

6.3.1. What are the requirements when filing a claim in relation to civil and/or criminal proceedings? Please specify in detail:

The person who wants to receive insurance indemnity shall be obligated firstly to forward to the insurer a written insurance claim. The person shall be obligated, upon the filing of the claim, to provide full and accurate details of the bank account, into which the payments by the insurer are to be made, with the exception of the cases of in-kind indemnification.

The insurer shall make the payment of the insurance indemnity into the bank account provided, regardless of whether the amount of the insurance indemnity was determined by the insurer or by the judicial system. The damaged party, to which the insured person is liable, shall have the right to request indemnity directly by the insurer under the Third Party Liability insurance in strict compliance with the requirements, mentioned above.

6.3.2. What legal remedies are available (possibility of appeal, etc.)? Please specify in detail:

Courts are obliged to examine and adjudicate in each petition submitted thereto for protection and facilitation of personal and property rights. The persons participating in court proceedings and the representatives

thereof, on pain of liability for damages, shall be obliged to exercise the procedural rights. The court examines and adjudicate in cases according to the precise meaning of the laws, and where the laws are deficient, obscure or conflicting, according to the common sense thereof. In the absence of an applicable law, the court shall found the judgment thereof on the fundamental principles of law, custom and ethics conferred thereon in good faith and in compliance with good morals. The said persons shall be obliged to present to the court nothing but the truth. The Court proceedings shall commence on a petition by the interested person. The subject matter of the case and the amount of the protection and facilitation due shall be determined by the parties. The court shall perform ex officio the procedural steps necessary for the progress and close of the case and shall see to the admissibility and due performance of the procedural steps by the parties. The court shall facilitate the parties to clarify the factual and legal aspects of the case. Each party shall have the right to be heard by the court before the giving of an instrument relevant to the rights and interests of the said party. The parties shall indicate the facts underlying the demands thereof and shall present evidence supporting the said facts. The court shall afford the parties an opportunity to familiarize themselves with the demands and arguments of the opposing party, with the subject matter of the case and the progress thereof, as well as to express a stand on the said demands, arguments and subject matter. The court shall afford the parties an equal opportunity to exercise the rights conferred thereon. The court shall apply the law equally in respect of all.

Parties to civil cases shall be the persons who or which sue and who or which are sued.

The court shall set forth reasoning to the judgment, stating therein the demands and oppositions of the parties, the evaluation of evidence, the findings of fact and the legal conclusions reached by the court.

The judgments of regional courts shall be appealable before the district courts, whereas the judgments of district courts acting as courts of first instance shall be appealable before the appellate courts.

An appeal may be lodged either against the entire judgment or against separate parts thereof.

Any intermediate appellate review judgments, wherein the court has pronounced on an issue of substantive law or procedural law, shall be subject to a cassation appellate review before the Supreme Court of Cassation where:

1. the said issue is addressed in conflict with the binding case law of the Supreme Court of Cassation and the Supreme Court in interpretative judgments and decrees, as well as in conflict with the case law of the Supreme Court of Cassation;
2. the said issue is addressed in conflict with instruments of the Constitutional Court of the Republic of Bulgaria or of the Court of Justice of the European Union;
3. the said issue is relevant to the accurate application of the law, as well as to the progress of law.

An intermediate appellate review judgment shall be admitted to a cassation appellate review where the said judgment is probably null or inadmissible, as well as where the said judgment is manifestly incorrect

The following shall not be subject to a cassation appellate review - the judgments in any intermediate appellate review cases with a cost of action not exceeding BGN 5,000, applicable to civil cases, and not exceeding BGN 20,000, applicable to commercial cases, with the exception of the judgments on any actions

for ownership and other rights in rem to corporeal immovables and on any actions joined thereto which are pre-conditioning for the action for ownership.

6.3.3. How do you handle any costs in connection with proceedings in and out of court and please specify the types of costs (lawyers fee, legal fees, court experts, translation, etc.)? Please specify in detail.

Out of court (arbitration/mediation, etc.) : Click or tap here to enter text.

In court: Click or tap here to enter text. Lawyers fee, legal fees, court experts, translation, etc. are paid during the court proceedings

6.4. Any other procedure of settlement? Please specify.

Click or tap here to enter text.

7. Involvement of National Guarantee Funds (GF) EEA/Non-EEA

This section is aimed only at Guarantee Funds. Please only provide answers to this section in your capacity as Guarantee Fund.

7.1. In which cases does your National Guarantee Fund intervene (stolen vehicles, intent, etc.)? Please specify in detail. (Article 11 MID).

The Guarantee Fund shall pay to the damaged persons from the Fund for uninsured Motor Vehicles indemnities for: 1. material and non-material damages resulting from death or bodily injuries inflicted on the territory of the Republic of Bulgaria by a motor vehicle which has left the scene of the accident and has not been identified (unidentified motor vehicle); 2. material and non-material damages resulting from death or bodily injuries, and for damages to third party's property, caused: a) on the territory of the Republic of Bulgaria, on the territory of another Member State or on the territory of a third state whose national insurers' bureau is a party to the Multilateral Agreement by a motor vehicle which is usually located on the territory of the Republic of Bulgaria and for which there is no motorists' compulsory third party liability insurance concluded; b) on the territory of the Republic of Bulgaria or of another Member State by a motor vehicle delivered to the Republic of Bulgaria from another Member State which was not formally registered in the Republic of Bulgaria, provided that the event occurs within 30 days from the acceptance of the motor vehicle from the transferee and there is no motorists' compulsory third party liability insurance concluded for such motor vehicle; c) on the territory of the Republic of Bulgaria by a motor vehicle usually located on the territory of a third country and for which there is no frontier insurance or "Green Card" certificate issued. d) on the territory of the Republic of Bulgaria by a motor vehicle which is usually located on the territory of the Republic of Bulgaria or on the territory of another members state and which was stolen through theft, robbery or another criminal act; in this case the Guarantee Fund shall pay indemnity for the damages inflicted on the property of the damaged persons in excess of BGN 400. The Guarantee

Fund shall not pay indemnity for damages caused by an unidentified motor vehicle, unless such unidentified motor vehicle caused considerable bodily harm and this necessitated treatment in a medical treatment facility or unless death was inflicted. In this case, the Guarantee Fund shall also pay indemnity for the damages inflicted on the property of all person in excess of BGN 500.

The Guarantee Fund shall not make payment from the Fund for Uninsured Motor Vehicles for the damages sustained by a person who was travelling in the motor vehicle of its own free will, knowing that: 1. the motor vehicle was acquired through theft, robbery or criminal act, or 2. the motor vehicle is not insured and the Guarantee Fund has proven that the person was aware of this fact.

The Fund shall also pay indemnities under a compulsory accident insurance to passengers, in case the carrier did not have such insurance.

The Guarantee Fund shall not make payment to the insurer under property insurance of the motor vehicle of the damaged person in the cases, when the guilty driver has no motorists' third party liability insurance concluded for event that have occurred on the territory of Bulgaria.

Procedure and method for payments from the Fund for Uninsured Motor Vehicles. The amount of indemnity paid by the Guarantee Fund cannot exceed the minimum insurance amount under compulsory insurances determined for the year in which the road accident occurred. The interest for delay of the Guarantee Fund shall be calculated and paid.

The damaged person shall present his or her claim for payment of indemnity before any of the insurers licensed for and offering motorists' compulsory "Third party liability" insurances or passengers' compulsory "Accident" insurances, or before the Guarantee Fund. An insurer licensed for and offering motorists' compulsory insurance "Third party liability" insurance or passengers' compulsory "Accident" insurance respectively, cannot refuse to accept a claim presented in accordance with sentence one or to make an inspection of the damaged property should such be needed.

The damaged person shall not be obligated to prove that the guilty driver cannot make or refuses to make payment of indemnity.

The damaged person may lodge his or her claim for payment before the court only if the Guarantee Fund has not paid up within the time limit.

After payment of the indemnity the Guarantee Fund shall be subrogated into the rights of the damaged person up to the amount of the indemnity and interest paid, as well as the expenses for determining and making the payment.

After payment of the indemnity, the Guarantee Fund shall be entitled to a claim against the carrier up to the amount of the indemnity and interest paid, as well as the expenses for determining and making the payment.

7.2. What is the procedure (including any specific requirements) to be followed by a claimant when filing a claim to your national Guarantee Fund? Please specify.

The deadline for final pronouncement on claims under compulsory third party liability insurance for motorists may not exceed three months from the date on which the claim

Within the deadline, the Guarantee fund must:

1. define and pay the indemnity amount, or

2. give a reasoned reply to the claims lodged, when:

a) it refuses to make payment, or

- b) the grounds for the claim have not been established fully, or
- c) the amount of the damages has not been determined fully.

The Guarantee fund shall not refuse to rule on the validity of the claim for indemnity under compulsory third party liability insurance for motorists where any of the following documents has been presented to ascertain the road accident:

1. a written statement of ascertainment of a road accident;
2. a protocol of a road accident;
3. a protocol of a road accident not visited by the authorities of the Ministry of Interior;
4. another certificate issued on legal grounds by the authorities of the Ministry of Interior;
5. a bilateral written statement of ascertainment, which shall be drawn up where only property damages are caused as a result of the road accident, which do not prevent the motor vehicle's self-propelled motion and there is agreement between the participants in the road accident on the circumstances related to its occurrence.

Where the documents are insufficient to ascertain material circumstances related to the occurrence of the road accident, the Guarantee fund may require presentation of documents and evidence prepared by other competent bodies or persons.

7.3. Can a claimant who is resident in a foreign country make a claim against your National Guarantee Fund? Please specify.

Yes, if the grounds specified in the answer to question 7.1 are present. The procedure is identical.

7.4. Are there any exceptions when handling a claim for uninsured and/or unidentified vehicles (excess, property damage only when bodily injury, severity of bodily injuries, passenger voluntarily entering an uninsured vehicle, other)? Please specify in details.

The Guarantee Fund shall not make payment for the damages sustained by a person who was travelling in the motor vehicle of its own free will, knowing that: the motor vehicle was acquired through theft, robbery or criminal act, or the motor vehicle is not insured and the Guarantee Fund has proven that the person was aware of this fact. The Fund shall also pay indemnities under a compulsory accident insurance to passengers, in case the carrier did not have such insurance. The Guarantee Fund shall not make payment to the insurer under property insurance of the motor vehicle of the damaged person in the cases, when the guilty driver has no motorists' third party liability insurance concluded for event that have occurred on the territory of Bulgaria.

7.5. Does the statute of limitations mentioned above under “Applicable Law” apply for the National Guarantee Fund or are there any exceptions?

Yes

No

If yes, Please specify. does not have exceptions

7.6. Involvement of the Guarantee Fund or any other bodies responsible for insolvencies for protection of victims in case of insolvency of an MTPL insurer? / Insurance Guarantee Scheme

When does this intervention mechanism start its intervention? Only one option can be selected.

The insurance undertaking is subject to bankruptcy proceedings

The insurance undertaking is subject to winding up proceedings

The insurance undertaking has had the authorisation withdrawn

After withdrawal of the authorisation

Please specify. Under the conditions of the Insurance Code, the receivables shall be guaranteed under compulsory third party liability insurance of the motorists, in case of bankruptcy of: 1. an insurer with a seat of business in the Republic of Bulgaria; 2. a branch of an insurer from a third country, registered in the Republic of Bulgaria solely for performing operations in Bulgaria through the branch. Receivables shall be guaranteed, as follows: 1. of all damaged persons under compulsory third party liability insurance for motorists in full up to the amount of the minimum compulsory insurance amount; 2. of a single person under the insurance policies with one insurer, irrespective of the number of his/her receivables and their amount – up to BGN 196,000 in total; receivables of the persons shall be deemed to be receivables under the insurance contract, including receivables of the redemption value and of reimbursement of insurance premium under an insurance contract, which has not been concluded or has not come into force, or the early termination of an insurance contract. The persons’ interest receivables for delay of the insurer on payable receivables shall not be guaranteed. In the cases of payment of the bureau instead of an insurer in bankruptcy to the benefit of persons for events that have occurred outside of the territory of the Republic of Bulgaria, a receivable from the Guarantee Fund shall arise for the bureau. In the cases of payments by the bureau within the Green Card system, in its capacity as a guaranteeing bureau instead of an insurer, whose license was withdrawn, for insured events arising outside the territory of the Republic of Bulgaria under compulsory third party liability insurance of motorists, a receivable shall arise for the bureau from the Guarantee Fund for every payment made by the bureau after the date of the Commission’s decision for withdrawal of the insurer’s license, provided within 60 days from making the request for reimbursement of the respective amount by the bureau to the insurer, the latter has not reimbursed this amount to the bureau or the bureau has not satisfied itself for the payment made by it from the bank guarantee or the reinsurance contracts of the insurer or of the bureau. The Guarantee Fund shall reimburse to the bureau from the Security Fund the amount due from the insurer as per the reimbursement request within 15 days from the date of claiming of the receivable from the Guarantee Fund. After the payment by the Guarantee Fund it shall be subrogated into the rights of the bureau in its capacity as a satisfied creditor.

Exceptions: (1) In case of bankruptcy of an insurer, guaranteed insurance receivables shall not be

paid to: 1. persons holding shares entitling them to 1 or more than 1 per cent of the votes in the general meeting of the insurer; 2. members of management or control bodies of the insurer, to the managing director of the branch of the insurer from a third country registered in the Republic of Bulgaria, as well as to other persons who have been empowered to manage or represent the insurer or the branch of the insurer from a third country registered in the Republic of Bulgaria; 3. the head and the employees of the compliance department, the internal control department of the insurer and the registered auditors appointed in accordance with the legally established procedure to certify the annual report of the insurer; 4. persons who are related to the insurer, persons who have a participatory interest in the insurer and persons who are related to persons who have a participatory interest in the insurer, as well as persons under Item 1- 3 within such persons; 5. persons who are liable for the bankruptcy of the insurer or who have benefited from it; 6. spouses, relatives in direct and collateral line up to the second degree inclusive of natural persons under Items 1 - 5. (2) No guarantee shall be provided on insurance receivables arising from or related to transactions and actions constituting money laundering within the meaning of [Article 2 of the Measures against Money Laundering Act](#) or financing of terrorism within the meaning of the [Measures against Financing of Terrorism Act](#) if the offender is convicted and has an effective sentence. (3) The circumstances entailing the exceptions shall be established as of the date of the decision of the Commission on revocation of the issued licence for insurance.

7.7. Stolen vehicles- Are people who voluntarily entered the vehicle which caused the damage when they knew that the vehicle was stolen, excluded from the intervention of the body?

The Guarantee Fund shall not make payment for Uninsured Motor Vehicles for the damages sustained by a person who was travelling in the motor vehicle of its own free will, knowing that the motor vehicle was acquired through theft, robbery or criminal act.

8. Involvement of Green Card Bureaux (GCB)

This section is aimed only at [Green Card Bureaux](#). Please only provide answers to this section in your capacity as [Green Card Bureau](#).

8.1. What is the procedure (including any specific requirements) to be followed by a claimant when filing a claim to your national Green Card Bureau? Please specify.

The deadline for final pronouncement on claims under compulsory third party liability insurance for motorists may not exceed three months from the date on which the claim

Within the deadline, the Green card Bureau must:

1. define and pay the indemnity amount, or
2. give a reasoned reply to the claims lodged, when:
 - a) it refuses to make payment, or

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- b) the grounds for the claim have not been established fully, or
- c) the amount of the damages has not been determined fully.

The GCB shall not refuse to rule on the validity of the claim for indemnity under compulsory third party liability insurance for motorists where any of the following documents has been presented to ascertain the road accident:

1. a written statement of ascertainment of a road accident;
2. a protocol of a road accident;
3. a protocol of a road accident not visited by the authorities of the Ministry of Interior;
4. another certificate issued on legal grounds by the authorities of the Ministry of Interior;
5. a bilateral written statement of ascertainment, which shall be drawn up where only property damages are caused as a result of the road accident, which do not prevent the motor vehicle's self-propelled motion and there is agreement between the participants in the road accident on the circumstances related to its occurrence.

Where the documents are insufficient to ascertain material circumstances related to the occurrence of the road accident, the GCB may require presentation of documents and evidence prepared by other competent bodies or persons.

8.2. Does a claimant resident in a foreign country have a direct right of action against the local Bureau of the country of accident or the agent/ insurer representing the Bureau?

Yes

No

Please specify. [Click or tap here to enter text.](#)

8.3. Are there any other considerations that claimants should bear in mind? Please specify.

[Click or tap here to enter text.](#)