

**By the Judgement of 18 June 2018 No. 24-II/2018 the Constitutional Court appraised constitutionality of Item 1 of Article 7 of the Federal Law “On Mandatory State Insurance of Life and Health of Military Servicemen, Citizens Called for Military Training, Persons of Private and Command Staff of Bodies of Internal Affairs of the Russian Federation, State Anti-Fire Service, Staff-Members of Establishments and Bodies of the Criminal Executive System, Staff-Members of Troops of National Guards of the Russian Federation”.**

The contested provision was a subject-matter of consideration insofar as it serves as grounds to decide on exaction of a forfeit as a measure of liability for groundless delay of payment of sums in compensation of damage caused to life or health of military servicemen and persons equated with them in accordance with the said Federal Law, if insurance case envisaged by it came in the absence of a contract of mandatory State insurance, opportunely concluded with insurance organization.

The Constitutional Court has recognised the contested provision as conforming to the Constitution of the Russian Federation to the extent to which it envisages additional guarantees of payment of sums in compensation of damage caused to life or health of military servicemen and persons equated with them in the event of inappropriate fulfilment by the insured of duties of mandatory State insurance under the said Federal Law.

At the same time, the Constitutional Court has recognised the contested provision as not conforming to the Constitution of the Russian Federation to the extent to which it allows refusal to the beneficiary who has submitted to the insurance organisation authorised, according to the information he has (communicated to him by the insured), to carry out insurance payment, and in the absence of such information – to the insured documents necessary for the decision on this payment, to pay forfeit for groundless delay of payment of a sum in compensation of damage caused to his life or health, in coming of the insurance

case envisaged by the said Federal Law, if contract of mandatory State insurance has not been opportunely concluded with insurance organisation.

The Constitutional Court has set the order of execution of the present decision, according to which until insertion of appropriate amendments to the legal regulation:

the contested provision is subject to application in the interpretation, allowing no refusal to award and (or) pay forfeit to beneficiaries for the time of groundless delay of payment of sums in compensation of damage caused to life or health, if this delay arose or continues owing to the absence by the moment of coming of the insurance case of a concluded contract of mandatory State insurance as a ground for application for the insurance payment after entry of the present Judgement into force;

if the contract of mandatory State insurance has not been opportunely concluded, the period, for which in coming of the insurance case envisaged by the said Federal Law respective forfeit must be paid (taking into account a 15-day term during which insurance payment must be made), must be calculated proceeding from the moment of receipt by the insurer, authorised, according to the information which the beneficiary has (received from the insured), to make insurance payment, and in the absence of such information – by the insured of documents necessary for the decision on payment of the sum in compensation of damage;

if no-fulfilment (inappropriate fulfilment) by the insured duties envisaged by Item 2 of Article 7 of the said Federal Law to inform persons subject to mandatory State insurance about the order and conditions of mandatory State insurance and insurers, as well as to maintain this information in topical condition, has entailed submission by the beneficiary of documents necessary for the decision on payment to him of the sum in compensation of damage to the insurance organisation, the term of operation of the contract of mandatory State insurance with which has expired by the moment of coming of the insurance case envisaged by the said

Federal Law, the period, for which the forfeit must be paid (taking into account a 15-day term during which insurance payment must be made), must be calculated proceeding from the moment of receipt of documents necessary for such decision by the insurance organisation which is, according to the information which the beneficiary has (communicated to him by the insured), the insurer.