

**INSURANCE TERMS AND CONDITIONS** for Optional Abroad Travel Insurance  
for BRD Mastercard/ Visa **STANDARD** cardholders,  
distributed via **mobile app BRD YOU**

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**These Terms and Conditions are an integral part of and govern the Optional Travel Insurance Contract Abroad for BRD Mastercard/ Visa STANDARD cardholders, concluded between:**

**SOGESSUR S.A.**, a company governed and functioning under French Law, with registered office at: Tour D2 – 17 Bis Place des Reflets 92919 Paris La Défense Cedex France, registered in France under company number 379 846 637 RCS Nanterre, authorized by French Supervisory Authority (Autorité de Contrôle Prudentiel et de Résolution – ACPR) to operate in Romania under Right of Establishment through its Romanian branch, **SOGESSUR S.A. PARIS – BUCHAREST BRANCH**, with head-offices in Gheorghe Polizu Street, no. 58-60, 9th floor (2nd zone), 1st District, 011062, Bucharest, Romania, R.C J2018009293402; (EUID): ROONRC.J2018009293402; LEI Code 315700TP31GZA4FMLO71; URC: 39557849 in acting as Insurer (hereinafter referred to as “**BRD General Insurances**” or “**The Insurer**”)

**And**  
**You, the Policyholder.**

The **Insurer** and the **Policyholder** shall hereinafter be referred to individually as the "Party" and collectively as the "Parties".

The optional individual insurance contract is concluded between the Insurer and the Policyholder (individual holder of BRD - STANDARD credit/debit card) and covers Medical expenses and Medical assistance in case of Sudden Illness or Accident; Theft, damage or delay of baggage; Flight delay or cancellation; Change, Interruption or Cancellation of Travel and Roadside Assistance during a touristic trip abroad or occasioned by touristic travel abroad.

## **ARTICLE 1 – PREAMBLE**

- 1.1. The laws of Romania govern this Insurance Agreement, including the rights and duties arising from it and, in case of any disputes, Romanian courts of law are competent to settle such disputes.
- 1.2. Romanian is the language of communication in this document.  
This Insurance is part of the category of general insurances.

## **ARTICLE 2 – DEFINITIONS**

Any references to the terms mentioned below starting with a capital letter in these General Terms and Conditions shall be deemed to have the following meanings:

**ACCIDENT** – A random and unpredictable event that interrupts the normal flow of things, produced without the will of the insured and whose victim is the Insured or the Co-traveler;

**ACCOMPANYING PERSON** – A person travelling with the Insured and indicated by the Insured to accompany him/ her during treatment or transport recommended by a physician, who assists him during the Journey to bring back the Insured to his country;

**ACTIVE CREDIT/ DEBIT CARD** – Credit/ Debit Card used for at least one transaction (with amount different than zero) in the last 12 (twelve) months, starting with the first financial transaction date when the insurance was activated.

**ASSISTANCE COMPANY** – Company appointed and empowered by the INSURER, which provides medical assistance to the INSURED on its behalf, for the fulfillment of the provisions of the Insurance Contract.

Details of the Support Company and contact details are provided in the Certificate of Insurance.

**BENEFICIARY** – Family member entitled to receive Insurance Indemnity in case of death of the Insured, according to the following order:

- a) spouse,
- b) children in equal parts - in the absence of a spouse,
- c) parents in equal parts - in the absence of a spouse and children,
- d) siblings in equal parts - in the absence of a spouse, children and parents,
- e) or, if there are no beneficiaries from the first 4 categories, the Insured's heirs, each proportional to the share inherited from the Insured.

**BURGLARY** – Entering without right, in any way, a dwelling, room, outbuilding or any fenced place related to them, without the consent of the Insured who uses them, or refusal to leave them at the request of the Insured.

**CO-TRAVELLER** – A person who participates in the same Trip as the Insured, and who appears in a Travel Contract (e.g. hotel reservation, booking, airline tickets, etc.).

**CLOSE PERSON** – Spouse, partner, children, parents, grandparents, siblings and grandchildren up to and including the second degree.

**CREDIT/ DEBIT CARD** – An electronic payment instrument attached to a Current Account and issued by BRD for the individual, from the category of BRD "STANDARD" cards.

**DISEASE/ ILLNESS** – Any condition that causes disturbances in the functioning of the systems or organs of the Insured or Co-traveler, beyond their control, that results from a dysfunction that can be diagnosed by a physician and/ or that requires treatment, diagnosis or rehabilitation

**EPIDEMIC** – The occurrence of infections or infectious DISEASES in a given area to a clearly greater extent than in previous periods, or the occurrence of infection or infectious DISEASES that have not occurred before;

**HIGH RISK SPORTS** – The following sports activities that involve a high level of physical effort and that require above-average physical and technical skills, and action in high-risk conditions and for which the use of specialized sports equipment is necessary:

- a) off-road riding, quads,
- b) water skiing, jet skiing, wakeboarding,
- c) gliding, ballooning, parachuting, paragliding,
- d) alpinism, mountaineering, bouldering, climbing, rock climbing, speleology with the use of safety and protection gear or requiring the use of such gear,
- e) rafting and all its variations, or other water sports performed on mountain rivers,
- f) canyoning (sliding down through riverbeds using the following techniques: climbing, swimming, diving),
- g) diving with the use of specialist gear (scuba diving), free diving, shipwreck diving and cave diving,
- h) sailing more than 20 nautical miles from the shore as a crew,
- i) surfing, windsurfing, kitesurfing,
- j) skiing or snowboarding outside an approved slope,
- k) extreme skiing and snowboarding: ski-touring, extreme downhill, free skiing, free ride, alpine snowboarding, speed snowboarding, jumps and aerial tricks, boardercross, snowscotting, mogul skiing,
- l) bobsleigh, skeleton
- m) snowmobiling, snake gliss, snow kiting, snowtricking, icesurfing,
- n) bungee jumping,
- o) martial arts and defense sports,
- p) horseback riding, polo, camel riding,
- q) mountain cycling, downhill cycling (time trial cycling down steep, natural slopes),
- r) participation in survival excursions or excursions to locations requiring the use of safety or protective equipment, characterised by extreme climatic or natural conditions: desert, savannah, mountains above 3000m above sea level, the Earth's poles and polar regions, jungle, glaciers or snow-covered areas, provided that excursions to glaciers or snow-covered areas require the use of safety or protective equipment;

**HOSPITALIZATION** – Treatment at a medical facility with hospitalization, lasting at least 24 hours, providing all-day care of patients in the field of diagnostics and treatment by a qualified medical and nursing team; this term does not involve nursing homes, hospices, addiction treatment centres, spa and health centres, preventoriums, Medical rehabilitation centres and hospital rehabilitation departments;

**DIAGNOSIS:** Accurate framing/ identification, by a physician, of the disease that required emergency care.

**INCEPTION DATE of the INSURANCE** – The date mentioned in the Certificate of Insurance from which the Insurance Period begins.

**INSURANCE CONTRACT/ INSURANCE** – This Insurance Terms and Conditions document, made available by the Insurer through BRD to BRD Clients, together with the insurance application signed by the Policyholder by remote means and the related documentation made available to him. The proof of the conclusion of the Insurance Contract is the Insurance Certificate.

**INSURANCE CERTIFICATE** – Document issued by the Insurer in accordance with the Civil Code, which represents proof of the conclusion of the Insurance Contract and contains, among other things, the contact information of the Insurer, the Assistance Company, the identification information of the Contractor, as well as the coverages and Duration of the insurance;

**INSURANCE INDEMNITY** – The amount paid by the Insurer to the Insured/ Beneficiary following the occurrence, during the Insurance Period, of an Insured Event.

**INSURANCE PERIOD** – The period of one year, mentioned in the Insurance Certificate starting on the Insurance Start Date and during which the Insured benefits from risk coverage, in accordance with the conditions of the Insurance Contract.

**INSURANCE PREMIUM** – The amount of money owed by the Policyholder in exchange for the assumption of risks by the Insurer, under the terms of the Insurance Contract.

**INSURED** – Any natural person holding a STANDARD Active Credit/ Debit Card on the date of purchase of the policy, issued by BRD and who cumulatively meets the following conditions:(i) has permanent residence in Romania and (ii) is at least 18 years old, as well as the Insured's Relatives, when traveling together with the Insured, during the same period and for the same purpose.

**INSURED EVENT** – The occurrence of an event that is unexpected and beyond the control of the Insured included in the events specified in the Terms and Conditions of the Insurance as being covered and for which the Insurer owes compensation.

**INSURED'S RELATIVES** – The Insured's Spouse with a minimum age of 18 years as well as minor children (under 18 years of age) of the Insured.

**MATERIAL DAMAGE** – any damage occurred due to deterioration, destruction or disappearance of a property;

**NATURAL DISASTER** – Abnormal intensity of a natural phenomena not coming from a human intervention such as hurricane, earthquake, flood and tsunami.

**OUTPATIENT TREATMENT** – providing medical assistance at an out-patient healthcare facility, hospital or another medical facility, lasting less than 24 hours within which medical assistance in the field of diagnosis and treatment is provided by a qualified medical and nursing team; this term does not involve nursing homes, hospices, addiction treatment centres, spa and health centres, preventoriums, rehabilitation centres and hospital rehabilitation departments.

**PERSON SUMMONED TO ACCOMPANY THE INSURED** – a person other than the Accompanying person pointed out by the Insured or the Assistance Company who will come to accompany the Insured during treatment or transport if there is no Accompanying person or if health of the Accompanying person does not allow them to accompany the Insured during treatment or transport;

**BODILY INJURY** – Any condition suffered by a person as a result of injury or health disorder;

**PHYSICIAN** – Person holding a diploma of medicine issued by the authorities, who practices medicine under a valid practice licence;

**PORTABLE ELECTRONIC EQUIPMENT** – notebook, multimedia projector, mobile phone, computer, audio and video media, photographic and audio-video equipment;

**PRE-EXISTING CONDITIONS** – Any illness or bodily harm of the Insured party which was diagnosed by a physician before the date the insurance was contracted;

**RECREATIONAL SUMMER AND WINTER SPORTS PRACTICE** – practicing sports in summer and winter conditions in order to maintain or regenerate strength, recreationally as a form of active rest.

**ROBBERY** – Theft against the Insured by using violence, threats, or by putting the Insured in fear by other means, or by putting the Insured in the state of unconsciousness or inability to defend himself. Throughout this document, reference to Theft will include, when applicable, also Robbery.

**SUDDEN ILLNESS** – acute illness threatening the health or life of the Insured, occurring suddenly, beyond control of the Insured, requiring immediate medical assistance in relation to which it was necessary for the Insured to be treated during the Travel;

**TERRORIST ATTACK** – act of violence that constitutes a criminal or illegal attack against persons and/ or property in the country where the Insured is located, with the aim of seriously disturbing public order. This attack will have to be registered by the Ministry of Foreign Affairs of the country where the Trip is taking place.

**THEFT** – the taking of a movable property from the possession or detention of the Insured, without his consent, by a third person in order to unjustly seize

**THIRD PERSON** – any person other than the Insurer, the Insured, the Policyholder or the Beneficiary;

**TRAVEL/ TRIP** – Travel of the Insured, for tourism purposes, outside the territorial borders of Romania or the country of residence, which does not last more than 30 consecutive calendar days from the moment of leaving the borders until the moment of return within the mentioned borders. Exclusions apply to trips undertaken for other purposes, such as business travel, study trips, or travel for medical reasons.

**TRAVEL CONTRACT** – tourist event's contract concluded with the travel agency or contracts for providing the service of transport, accommodation, participation in the cruise, conference, mass event, car rental, cruise, excursion, visits.

**LUGGAGE** – personal belongings being in possession of the Insured during Foreign travel, including Portable electronic equipment.

**TRAVEL ORGANIZER** – tourism organizer, tourism intermediary, conference organizer, hotel facility, entity providing online accommodation system, professional carrier and any other entity that may conclude Travel contracts.

### **ARTICLE 3 – CONCLUSION AND MODIFICATION OF THE INSURANCE CONTRACT. ENROLMENT INTO INSURANCE**

**3.1.** The conclusion of the Insurance Contract is carried out for a period of 1 year, by cumulatively fulfilling the following conditions:

- (i) signing (accepting) the documentation related to the Insurance Contract by remote means.
- (ii) full and advance payment of the Insurance Premium.

**3.2.** The conclusion of the Insurance Contract and the taking over of the insurance is attested by the Insurance Certificate issued by the Insurer.

**3.3.** The conclusion of the Distance Insurance Contract, the acceptance of the contractual terms and conditions and the signing is carried out using the means of remote authorization, in accordance with G.O. no. 85/2004 and the Terms of Use of the YOU BRD service. For the valid conclusion of the insurance contract, the payment of the Insurance Premium is mandatory.

**3.4.** The authorization of the conclusion of the Insurance Contract made by remote means produces the same legal effects and binds the Policyholder in the same way as the holographic signature.

**3.5.** The moment of conclusion of the Insurance Contract is the moment of receipt of the confirmation message by the Policyholder together with the Insurance Certificate.

**3.6.** The amendments to the Insurance Contract are made within the Insurance Period and may concern:

- contact details, change of name or mailing addresses of the Parties;
- modification of the Assistance Company and/ or the contact details of the Assistance Company, at the initiative of the Insurer and for objective reasons, with the prior information of the Insured;
- other contractual clauses, if the legislative changes or changes imposed by a state authority make it impossible or unjustifiably or unfairly hinder the performance of the Insurance Contract under the initial conditions.

**3.7.** The Insured is provided with this General Terms and Conditions of Insurance document which defines the insured risks, the conditions of entry into force, as well as the formalities to be fulfilled in the event of a claim for compensation.

**3.8.** The Insurance Contract produces the same effects towards the Insured's Relatives, even if they are not signatory parties.

#### **ARTICLE 4 – INSURANCE INCEPTION AND INSURANCE PERIOD**

**4.1.** The insurance coverage starts at 00:00 of the date written in the Insurance Certificate under the heading "Insurance start date". The Insurance does not cover the undergoing Trip at the moment when the Insurance Contract is concluded.

**4.2.** Except for the occurrence of a case of termination of those mentioned in Art. 10, the coverage of the Insurance is valid for 1 (one) year, the Start Date of the Insurance and the End Date of the Insurance being mentioned in the Insurance Certificate.

If the period of assistance is longer than the Insurance Period, the Insured will be assisted according to this Insurance until the repatriation or recovery of health, in any case, up to the limit of the insured amount, for a maximum of 15 (fifteen) calendar days after the Insurance Period.

**4.3.** Within the Insurance Period, the cover is granted for unlimited number of Travels, provided that each Travel lasts no longer than 30 (thirty) consecutive days. The insurance cover of already started Travel expires at the last day of Insurance Period regardless of the expiry of 30 (thirty) consecutive days.

#### **ARTICLE 5 – TERRITORIALITY**

The insurance is valid all over the world except Romania, the country of citizenship and the country of residence of the Insured, during a Travel, unless otherwise stated in the description of the guarantee.

#### **ARTICLE 6 – OBJECT OF INSURANCE/ INSURED RISKS**

Subject to the terms, exclusions and limitations mentioned in these General Terms and Conditions, the Insurance Agreement provides the Insured with the insurance coverage within the Insurance Period during the Travel.

The scope of the insurance includes the cover of Recreational Summer and Winter Sports Practice with the exclusion of High Risk Sports and sports excluded under Art. 7.

##### **6.1. MEDICAL EXPENSES AND MEDICAL ASSISTANCE**

**6.1.1.** The insurance coverage for MEDICAL EXPENSES and MEDICAL ASSISTANCE in connection with a Travel shall start after crossing the border of Romania by the Insured upon starting the Travel and ends at the moment of crossing the border of Romania upon Insured's return to Romania.

**6.1.2.** Subject to the limits indicated in the Art. 6.1.4 and 6.1.5., MEDICAL EXPENSES guarantee shall include the following expenses of the Insured in case of Sudden illness or Accident occurring during a Travel:

- a) stay and treatment in hospital including costs of examinations, procedures, surgeries,
- b) outpatient treatment involving examinations and medical assistance, analysis, procedures, medical appointment, including arrival of a Physician to the place where the Insured is,
- c) purchase of necessary medications, dressings and crutches, recommended by a Physician,
- d) costs of giving birth prematurely which took place no later than in the 32nd week into pregnancy, covering the costs of medical care for the mother and the infant together within the sum insured,
- e) emergency dental treatment occurring during Travel, only in the case of sudden inflammations or the necessity of medical aid as a result of an Accident; insurance liability shall include only ad-hoc tooth treatment, excluding later root filling or crown restoration.

**6.1.3.** Subject to the limits indicated in the Art. 6.1.4 and 6.1.5., MEDICAL ASSISTANCE guarantee shall cover the organization and costs of following necessary and documented services, implemented through Assistance Company, in case of Sudden illness or Accident of the Insured occurring during a Travel:

- a) emergency transport of the Insured to the nearest Physician or hospital: the Insurer through the Assistance Company shall select a Physician or hospital, book a spot and organize transport to the medical facility, if it is required by the condition of the Insured;
- b) emergency transport of the Insured between medical units: if the medical unit in which the Insured is located does not provide medical assistance in accordance with his/ her condition, in accordance with a documented recommendation of the attending physician, the Insurer organizes through the Assistance Company the transport to the appropriate medical unit;
- c) organization and costs of transport in economy class, accommodation and alimentation of one Insured's relative in the case of the Insured's Hospitalization abroad longer than 10 days;
- d) organization and transport of the Insured back to the place of accommodation after the Insured is provided medical assistance, if the attending physician recommends so,
- e) organization and transport of the Insured back to Romania or to a medical facility in the Romania, if due to the condition of the Insured, confirmed by the documented certification of attending Physician abroad or a Physician of Assistance Company, the Insured cannot use the previously planned mean of transport; a physician from Assistance Company together with the attending Physician will decide whether it is possible to transport the Insured; the Insured is transported after being provided with medical assistance allowing his return to Romania by using an appropriate mean of transport for the condition of the Insured; if the attending Physician believes that transport is possible and the Insured does not agree to be transported to Romania, then the Insured shall not receive further Insurance benefits;
- f) organization and transport of the Insured's corpse to the burial place in Romania, if the Insured died during a Travel. The scope of the costs to transport corpses shall also include necessary costs to purchase a transport coffin or an urn, cremation, sanitary expenses (cold room, embalming), administration costs (consular costs, permits), transport of Travel luggage of the deceased and the costs of autopsies;
- g) organization and payment of the costs of transport of underage children being under direct care of the Insured back to their place of residence in the Romania or to the place of residence of a person who has been designated by the Insured to take care of them in Romania, in case of the Insured's Hospitalization longer than 10 days, travelling with underage children who are not accompanied by another adult during this Hospitalization. Through The Assistance Company, the Insurer shall cover the costs of a railway or bus ticket or an economy class airline ticket. Transport of children shall take place under care of a person indicated by The Assistance Company. In such a case, the Insured must give consent to this kind of service and appoint a person who will take care of children after the transport is completed; if it is not possible to obtain consent of the Insured due to reasons beyond their control, consular procedures applicable in a given country shall apply.

#### **6.1.4. MAXIMUM INSURANCE INDEMNITY VALUE PER INSURED AND PER INSURANCE PERIOD**

The maximum Insurance Indemnity is:

**30 000 EUR** per insured event and insurance period, with the following sublimits:

- 15 000 EUR per insured event and insurance period for USA, Canada, Turkiye and Egypt.
- Emergency dental treatment: **200 EUR** per Insured Event,
- Visit of an Insured's relative in case of Hospitalization longer than 10 days :
  - o transport: up to **500 EUR** per Insured Event,
  - o accomodations and meals: up to **100 EUR** per day, limited to 7 days.
- Rapatriation for mortal remains: **5 000 EUR** per Insured Event.

Or its equivalent in RON at the exchange rate communicated by the National bank (BNR) valid at the payment date.

#### **6.1.5. SPECIFIC EXCLUSIONS APPLICABLE TO MEDICAL EXPENSES AND MEDICAL ASSISTANCE**

In addition to the general exclusions provided for in Art. 7 below, the Insurer shall not indemnify MEDICAL EXPENSES and MEDICAL ASSISTANCE if the Insured behaved against the decision of Assistance Company established with the attending Physician abroad. This exclusion shall not apply to situations when the Insured due to his/her condition could not contact Assistance Company.

The Insurer shall not indemnify MEDICAL EXPENSES and MEDICAL ASSISTANCE costs and shall not organize services related to it, if there were medical contraindications to go abroad for the Insured or before Travel there were indications to have a surgical procedure conducted or to be hospitalized if they affected the occurrence of the Insurance Event.

The Insurer shall not be liable for the costs of:

- a) preventive vaccination, with the exception of prevention in the emergency case of tetanus and rabies,
- b) Conservative dental treatment such as treatment of caries, treatment of necrotic lesions, root canal treatment, replacement of damaged fillings, treatment of gum disease, periodontitis, removal of plaque,
- c) continuing treatment of diseases which occurred before the Insurance period started,
- d) treatment unrelated to medical assistance provided in the case of a sudden illness or Accident,
- e) treatment of Diseases with which Hospitalization of the Insured was associated within the last six months before entering into the Insurance agreement;
- f) treatment exceeding the scope of medical services necessary to recover the condition allowing transport or return of the Insured to Romania (a Physician from Assistance Company together with the attending physician of the Insured decide about the validity of organizing transport),
- g) pregnancy, labour, which took place after the 32<sup>nd</sup> week of pregnancy,
- h) artificial insemination or any other infertility treatment,
- i) purchase of contraceptives, abortion, pregnancy removal, except if recommended by the physician performing curettage of the uterine cavity after spontaneous miscarriage,
- j) plastic surgery and cosmetic procedures,
- k) treatment of chronic diseases, cancer, unless the chronic disease/ cancer was not diagnosed before the Travel and was revealed during the Travel with symptoms requiring immediate assistance or saving life;
- l) treatment of Sexually transmitted Diseases, venereal Diseases, AIDS and HIV positive,
- m) Epidemics,
- n) superficial or first-degree burns,
- o) repair or purchase of dental prostheses, hearing aids and other rehabilitation equipment, except for crutches,
- p) special nutrition of the Insured, purchase of strengthening agents and agents used by the Insured on a usual basis, vaccinations, massages, baths, inhalations, medicinal gymnastics, irradiation, even if any of these remedies were prescribed by a physician,
- q) using services other than standard services during Hospitalization, e.g. using television, having an individual room,
- r) treatment, Hospitalization or accommodation if according to a Physician from Assistance Company, the moment of commencing treatment can be postponed until the Insured return to Romania,
- s) conducting examinations unnecessary to plan treatment of the disease, control tests and obtain medical certificates,
- t) sanatorium treatment, aesthetic treatment, therapy, prevention, physiotherapy,
- u) self-treatment,
- v) treatment by a Physician who is a member of the family of the Insured unless it is a Physician indicated by The Assistance Company to perform treatment abroad,
- w) treatment and medications not recognized by conventional medicine.

#### 6.1.6. IF AN INSURED EVENT OCCURS

In addition with the obligations specified in Art.8, which shall be fulfilled respectively to obtain Insurance Indemnity, the Insured shall meet the following cumulative conditions:

- a) immediately report the event to Assistance Company: in the case when Insurance Indemnity of the Insurer are subject to reimbursement, the Insured shall be informed about the Insurer's acceptance to cover or reimburse the costs before undertaking any activities on their own; if it is not possible to report the event included in insurance protection directly by the Insured, the event may be reported by a person acting on their behalf,
- b) provide necessary information requested by Assistance Company: name and surname as well as details of the place of stay, allowing Assistance Company to contact the Insured,
- c) follow the recommendations of Assistance Company,
- d) try to alleviate consequences of the event,
- e) in case of personal damage, allow access to all medical information related to the reported event for Physicians authorized by the Insurer,
- f) allow Assistance Company to perform activities necessary to establish circumstance of the damage, the validity and amount of the claim, and secure evidence of the event as well as provide assistance and clarifications for this purpose,
- g) use available measure to rescue the Insured and to prevent damage or reduce its scope,
- h) secure the possibility to claim damages against people liable for the damage.

If the Insured or a person acting on his behalf – due to reasons beyond his control due to force majeure – did not contact Assistance Company before – they shall notify Assistance Company about the costs incurred and send documentation confirming the incident within 5 days from the day when it was possible, subject to the provisions below.

In the case of intentional violation or due to gross negligence of the obligations determined in this article, the Insurer can reduce Insurance Indemnity respectively, if the violation contributed to intensification of the damage or made it impossible to establish circumstance and consequences of the Accident.

If the Insured intentionally or as a result of gross negligence failed to apply measured specified in item. h), the Insurer shall be free from liability for damages occurring as a result of that.

#### **6.1.7. SETTLEMENT OF THE INSURANCE INDEMNITY**

The Insured shall be entitled to Insurance Indemnity in the amount resulting from the concluded Insurance agreement.

After receiving a notification about an incident and confirming its inclusion in insurance protection, Assistance Company shall fulfil Insurance Indemnities resulting from the scope of the Insurance agreement in accordance with the provisions of these General Terms and Conditions.

Reimbursement of the costs entitled from medical expenses and medical assistance insurance shall be made by payment of bills issued directly by the issuers.

If the Insured had to cover the costs on their own because the medical facility did not accept the settlement manner compliant with the General Terms and Conditions, the Insurer shall reimburse the costs to the Insured or the person who incurred them with accordance to rules indicated in the Art. 9.

**Payment of due Insurance Indemnities for medical expenses insurance shall be granted only if the Medical expenses exceed 25 EUR.**

#### **6.2. LUGGAGE PROTECTION**

**6.2.1.** Subject to the limits indicated in the Art. 6.2.3 and 6.2.4, this guarantee will cover the Insured's Luggage, in connection with a Travel, in case of :

- **Theft of Luggage as a result of**
  - o Robbery,
  - o Burglary of the accommodation place, of a watercraft locked cabin, of a locked trailer or a locked vehicle trunk,
- **Total or partial damage of Luggage as a result of :**
  - o an Accident of the Insured's mean of transport,
  - o an Accident or Sudden Illness of the Insured as a result of which the Insured lost his ability to take supervision of the Luggage,
  - o fire, hurricane, flood, lighting, explosion, avalanche, earthquake,
- **Loss of/ damage to Luggage duly checked with a transport company during their transport in connection with a Travel.**

This insurance cover shall start not sooner than upon the commencement of the journey and shall terminate upon the termination of the journey. They apply in Romania and abroad as far as it is related to a Travel.

**6.2.2.** As part of a Travel and subject to the limits indicated in the Art. 6.2.3 and 6.2.4, this guarantee will also cover, the costs incurred by the Insured(s) for the purchase of essential goods (clothes and toiletry items), in case of delay of more than 4 (four) hours in delivery of Luggage duly checked with an transport company.

This guarantee applies only to Luggage regularly checked in and entrusted to the airline, railway or bus company based on the shipping document, and received more than 4 (four) hours after the Insured's arrival time at the airport/ railway/ bus station of destination.

#### **6.2.3. MAXIMUM INSURANCE INDEMNITY**

The maximum Insurance Indemnity per Insured Event, regardless of the number of Insureds, is:

**500 EUR** of which **100 EUR** for delay in delivery of Luggage (or its equivalent in RON at the exchange rate communicated by the National bank (BNR) valid at the payment date)

#### **6.2.4. SPECIFIC EXCLUSIONS APPLICABLE TO LUGGAGE PROTECTION**

In addition to the general exclusions provided for in Art. 7 below, the guarantee THEFT/ DAMAGE/ LOSS OF LUGGAGE shall not cover:

- a) objects made of silver and gold, precious and synthetic stones, platinum and other platinum group metals, silver and gold coins, noble organic substances, pearls, amber, corals, gold, silver and platinum in scrap and in bars,
- b) furs, watches, works of art, antiques and collector's collections, documents and manuscripts, musical instruments, things of scientific and artistic value, weapons and hunting trophies with cases, items in numbers indicating a commercial purpose,
- c) cash value, securities, bankbooks and savings bonds, payment cards of all kinds and tickets to travel by means of communication,
- d) Portable electronic equipment not being under direct supervision of the Insured,
- e) computer programs, data on mediums,
- f) items used in commercial, service and production activities,
- g) items and merchandise, including Portable electronic equipment, assigned by nature or purpose to the Insured's Professional activity.
- h) sports equipment,

- i) medical equipment, medications, corrective glasses, contact lenses, Prosthesis and other medical devices and rehabilitation equipment,
- j) goods, groceries and all types of stimulants,
- k) damage or theft of car equipment,
- l) damage of theft inside a tent,
- m) damage occurring as a result of theft without breaking in,
- n) damage, destruction or loss of things in relation to their use, self-ignition, self-destruction or leakage, and in the case of breakable things or things in glass containers – smashing,
- o) damage occurring in electric apparatus and devices as a result of their defects or as a result of electric current during operation, unless electric current caused fire,
- p) aesthetic damage,
- q) damage involving only damage or destruction of cases, trunks or other Travel luggage containers,
- r) damage occurring as a result of confiscation, detention or destruction by customs authorities or other authorities,
- s) damage not reported to the police or the carrier immediately after the occurrence of the incident,
- t) Financial damage of lost profits which the injured could have obtained, if no damage were inflicted.

In addition to the general exclusions provided for in Art. 7 below, the guarantee DELAY IN DELIVERY OF LUGGAGE shall not apply :

- a) if the delay occurred after the Insured returned to Romania,
- b) in the event that the Insured's baggage is confiscated or requisitioned by customs or government authorities,
- c) for first necessity items purchased after the handover of the Luggage by the transport company.

#### **6.2.5. IF AN INSURED EVENT OCCURS**

In addition to the obligations specified in Art.8 which shall be fulfilled respectively, to obtain Insurance Indemnity, the Insured shall apply the following measures:

- In case of theft, immediaty notify the police and obtain a copy of the complaint/ declaration regarding the Theft with the list of items;
- If the Luggage has been entrusted to a transport company, immediately notify the company about any damage occurring during transport and obtain a written confirmation of the notification,
- Immediately notify the administration about each damage at the accommodation place of the Insured and obtain written confirmation of the notification,
- In case of delay in delivery of Luggage, report the delay to the transport company and obtain documents confirming the delay in the delivery of Luggage and the time when the transport company delivered the delayed Luggage to its destination or the place of stay of the Insured,
- In any case, file a completed damage notification form to Assistance Company. The form shall contain the incident description, list of stolen, lost or damaged items, their value confirmed by invoice, year of purchase and documents confirming circumstances of the damage. The reporting loss of Luggage shall also additionally contain a written statement from the transport company about the missing Luggage with information whether it was found and about the amount of Insurance benefits for the missing Travel luggage paid by the carrier to the Insured.

Upon request, the Insurer through Assistance Company can ask the Insured to provide the damaged Luggage.

In the case the stolen or lost items are recovered, the Insured shall immediately notify Assistance Company and return the already paid Insurance benefits for the above listed items.

In case of intentional violation or gross negligence of the obligations specified in this article, the Insurer may reduce the Insurance Indemnity, if the violation contributed to an increase in damage or made it impossible to establish the circumstance and consequences of the incident.

#### **6.2.6. SETTLEMENT OF THE INSURANCE INDEMNITY**

In case of an Insured Event, the maximum amounts the Insurer could be liable to pay is indicated in Art. 6.2.3.

In case THEFT/ DAMAGE/ LOSS OF LUGGAGE, the Insurance Indemnity shall correspond to the replacement value of the stolen, lost or damaged Luggage. During the first year from the date of purchase, the replacement value will be equal to the purchase price of the Luggage. The following year, the replacement value will be calculated at 75% of the purchase price. In subsequent years, the replacement value will be deducted by an additional 10% per year.

In case of DELAY IN DELIVERY OF LUGGAGE, the Insurer shall reimburse the costs of first necessity items based on the presented invoices. Payment of due Insurance Indemnity from DELAY IN DELIVERY OF LUGGAGE insurance shall decrease the LUGGAGE PROTECTION maximum Insurance Indemnity.

### **6.3. FLIGHT DELAY – FLIGHT CANCELLATION**

**6.3.1.** As part of a Travel and provided that :

- the Insured has been delayed for **more than 4 hours on a scheduled (line) flight or 6 hours on a charter flight** compared to the initial departure time indicated on the transport ticket, or
- in case of cancellation of the Insured's flight, the Insurer shall reimburse, subject to the limits indicated in the Art. 6.3.2 and 6.2.3 below:
- the additional documented costs incurred by the Insured during the waiting time for meals, refreshments, hotel expenses, transfer costs to and from the airport or terminal,
- the documented costs of modifying or repurchasing connection transport tickets, if the late arrival of the flight on which the insured was travelling prevents him from taking another means of transport (plane, train, bus, ship) to arrive at the final destination for which the ticket has already been paid before the beginning of the Travel.

### **6.3.2. MAXIMUM INSURANCE INDEMNITY**

The maximum Insurance Indemnity is **500 EUR** (or its equivalent in RON at the exchange rate communicated by the National bank (BNR) valid at the payment date) per Insured Event, regardless of the number of Insureds.

### **6.3.3. SPECIFIC EXCLUSIONS APPLICABLE TO FLIGHT DELAY – FLIGHT CANCELLATION**

In addition to the general exclusions provided for in Art. 7 below, the guarantee for FLIGHT DELAY – FLIGHT CANCELLATION shall not cover the delays or cancellation consecutive to:

- a) temporary or permanent withdrawal of an aircraft, ordered by the administrative authorities, airport authorities or civil aviation, or any other authority, having made the announcement more than twenty-four (24) hours before the departure date of the Travel;
- b) overbooking of the flight preventing the Insured from boarding;
- c) failure by the Insured of the flight on which his reservation was confirmed, for any reason whatsoever;
- d) non-admission of the Insured on board as a result of non-compliance with the baggage check-in and/or boarding deadline or as a result of refusal of the airline staff or the airport authorities;
- e) any event may jeopardize the safety of the Insured during the Travel if the destination is not recommended by the Romanian Ministry of Foreign Affairs.

Are also excluded:

- f) delay or cancellation of flight that the Insured has not previously confirmed, unless prevented by a strike or a case of force majeure;
- g) delay or cancellation of flight operated by any air carrier included in the black list drawn up by the Commission European, regardless of their origin and destination.
- h) delay or cancellation of flight if an alternative means of transport has been made available to the Insured by the airline company within 4 hours (if the insured was travelling on a scheduled flight) or within 6 hours (if the insured was travelling on a charter flight) following the initial departure time of the booked and confirmed flight.

### **6.3.4. IF AN INSURED EVENT OCCURS**

In case of occurrence of an Insured Event, in order to receive the Insurance Indemnity, the Insured shall apply the measures specified in Art.8 and provide the Insurer with the following justifying documents :

- the original supporting documents of the additional waiting costs incurred as a result of the flight delay,
- the original supporting documents of the costs of modifying or repurchasing connection transport tickets, in case of of the flight delay
- the document(s) specifying the date and time of the Travel,
- the original boarding pass,
- the certificate issued by the airline company specifying the reason and duration of the delay and the actual time of departure,
- any other proof at the Insurer's request.

### **6.3.5. SETTLEMENT OF THE INSURANCE INDEMNITY**

In case of FLIGHT DELAY – FLIGHT CANCELLATION, the Insurer shall reimburse the additional costs incurred by the Insured, subject to the submission of the relevant invoices.

#### 6.4. TRAVEL CANCELLATION – INTERRUPTION – MODIFICATION

6.4.1. The insurance cover shall start:

- for TRIP CANCELLATION and TRIP MODIFICATION from the date defined in the Insurance Certificate as the Insurance Start Date,
- for TRIP INTERRUPTION on the scheduled day of departure for the Trip, but not earlier than the date defined in the Insurance Certificate as the Insurance Start Date.

The insurance cover shall end:

- for TRIP CANCELLATION and TRIP MODIFICATION at the time of the start of the Trip,
- for TRIP INTERRUPTION on the last day of the Trip, but not after the last day of the Insurance Period.

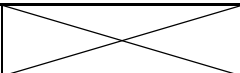
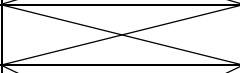
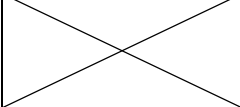
6.4.2. Subject to the limits indicated in the Art. 6.4.3 and 6.4.4, TRAVEL CANCELLATION – INTERRUPTION – MODIFICATION guarantee shall cover, up to the price of the Travel contract:

The cost incurred by the Insured and not refunded by the Travel Organizer related to Travel cancellation or modification before departure time for Travel consecutive to occurrence, after Insurance agreement conclusion, of one of the Insurance Incidents listed below preventing the Insured to go on the Travel, and provided that the cancellation or modification is made in accordance with the table below.

The cost incurred by the Insured and not refunded by the Travel Organizer in case of Travel interruption after departure time for Travel consecutive to occurrence, after Insurance agreement conclusion, of one of the Insurance Incidents listed below and provided that the interruption is made in accordance with the table below.

These guarantees TRAVEL CANCELLATION and TRAVEL MODIFICATION are alternative. Consequently, the Insurance Indemnity related to TRIP CANCELLATION or TRIP INTERRUPTION is not granted to the Insured if the Trip has been modified in accordance with the coverage for TRIP MODIFICATION:

Insurance incidents	Conditions for application of the guarantees	
	Travel cancellation or modification	Travel interruption
1. Accident or Sudden illness of the Insured or a Co-traveller	Occurring before departure date	Occurring during Travel
2. Death of the Insured or a Co-traveller	Occurring before departure date	Occurring during Travel
3. Death of a Close person of the Insured or of a Co-traveller	Occurring within <b>45 days</b> before the departure date	Occurring during Travel
4. Burglary or Robbery of documents (passport, ID card, driving license entry visa) necessary for Travel belonging to the Insured or a Co-traveller	Occurring <b>within 30 days</b> before the departure date	X
5. Mandatory subpoena to appear in the court by the Insured or Co-traveller	Which will take place during the Trip and which was unknown before the booking of the Trip and before the Conclusion Date of the Insurance Contract.	
6. Summoning the Insured or Co-traveler to return to the examination for a diploma	Which will take place during the duration of the Trip, provided that the exam ensures the continuation of education and that the date of convocation is unknown before the booking of the Trip and before the Conclusion Date of the Insurance Contract.	
7. Loss of employment of the Insured or a Co-traveller, which means termination of the contract by the employer for an indefinite or specified period. Insurance does not cover employee termination of the contract (by the Insured or Co-traveller) or dismissal for misconduct.	Occurring <b>within 30 days</b> before the departure date	Occurring during Travel
8. Determination of the Childbirth date of the Insured or a Co-traveller	Which will take place during the Trip or one month before, provided that the date was unknown at the time of booking the Trip and on the Date of Conclusion of the Insurance Contract.	X
9. Complications related to the pregnancy of the Insured or a Co-traveller (up to 32 weeks of pregnancy)	Occurring before departure date, within no limit. Necessarily involving, from the cancellation date to the initially planned departure date, either an Hospitalization or a professional activity cessation or an obligation to sit or lay down at home (if the person does not work)	Occurring during Travel

10. <b>Terrorist attack</b> within 100 km of the accommodation place of Travel	occurring <b>within 15 days</b> of the departure date	
11. <b>WHO pandemic alert</b> in the place of Travel	occurring <b>within 15 days</b> of the departure date	
12. <b>Natural disaster</b> in the place of Travel	Occurring <b>within 15 days</b> of the departure date and causing material and personal damage at the place of Travel.	

- As soon as the Insured is aware of an Insurance incident preventing him/her from going on or continuing the Travel, for any of the reasons set out above, the Insured, except in the event of a fortuitous event or force majeure, must immediately take the necessary steps to the cancellation, modification or interruption of the Travel with the Travel organizer and at the latest within 72 hours after the first observation of the Insurance incident.
- If the Insured does not respect the 72-hour period, the Insurer is entitled to limit the refund to the travel expenses that would have been due if the declaration had been made 72 hours later.

#### 6.4.3. MAXIMUM INSURANCE INDEMNITY

The maximum Insurance Indemnity is **3 000 EUR** (or its equivalent in RON at the exchange rate communicated by the National bank (BNR) valid at the payment date) per case regardless of the number of Insureds.

If the cost of the trip was paid in foreign currency, the maximum amount is converted into RON at the average exchange rate recently announced by the National Bank of Romania on the date of the request.

#### 6.4.4. SPECIFIC EXCLUSIONS APPLICABLE TO TRAVEL CANCELLATION – INTERRUPTION – MODIFICATION

The Insurer shall not be liable if an insurance incident took place as a result of or in relation with:

- a) a Travel planned to, or from, or through countries in a state of civil or foreign war,
- b) non-presentation (except in case of Theft specified in the table of art. 6.4.2) of one of the documents essential to the Travel, such as passport, visa, notes (tickets) of transport, vaccination certificate, driving licence;
- c) Illness requiring psychic, psychotherapeutic treatments including nervous breakdowns,
- d) existence of medical counter-indications to travel, indications to undergo a surgery or undergo hospital treatment, about which the Insured and co-traveller knew the moment they were concluding the Travel contract or concluding the Insurance agreement, and the reason for resignation from travel or trip interruption was associated with the above indications,
- e) Voluntary interruption of pregnancy, in vitro fertilization, medically assisted procreation and its consequences;
- f) Spinal pathologies;
- g) Aesthetic treatments and plastic surgery;
- h) Contagious infectious diseases in an Epidemic context subject to quarantine or preventive measures or specific surveillance by the health authorities of the country except in case of WHO Pandemic alert in the place of Travel;
- i) Sudden deterioration of chronic disease, except if it caused the death of the Insured, a co-traveller or a Close person
- j) cancellation, interruption or modification of a Travel organized with an employee representative committee, an association or a sports club;
- k) impossibility to go to the Travel due to Travel organizer.

The Insurer shall not be liable for handling fees, visa fees, costs of vaccinations, telephone costs, and insurance premiums for other insurers incurred in connection with the Travel organization.

#### 6.4.5. IF AN INSURED EVENT OCCURS

If an Insurance Incident occurs, in order to notify the Insurer, the Insured or the person representing the Insured, after informing Travel organizer about the reason of Travel cancellation, modification or interruption, should immediately :

- Report, to the Insurer, through Assistance Company, the occurrence of the insurance incident, using one of the following way of communication indicated in Art. 8,
- Submit to the Insurer the documents indicated below :
- In all cases of insurance incidents the Insured shall submit to the Insurer:
  - a) the Travel contract or if applicable, the ticket,
  - b) the confirmation of payment for the service indicated in the Travel contract,
  - c) confirmation from the Travel organizer about Travel cancellation, modification or interruption done by Insured and about the costs incurred due to this fact by the Insured,
  - d) documents indicated in the Table below in relation to the insurance incident, which caused the cancellation, modification or interruption of the Trip, as well as any other supporting documents, at the request of the Insurer.

- Depending on the insurance incident that occurred :

Insurance Incident	Required documentation confirming the Insurance Incident
<b>1. Accident or Sudden illness</b> of the Insured or a Co-traveller	the medical certificate specifying the date of Accident or Sudden illness
<b>2. Death of the Insured or a Co-traveller</b>	the death certificate
<b>3. Death of a Close person of the Insured or of a Co-traveller</b>	- the death certificate, - the proof of the relationship with the Insured or the co-traveller of the Insured
<b>4. Burglary or Robbery of documents</b> (passport, ID card, driving license entry visa) necessary for Travel belonging to the Insured or a Co-traveller	- the police report specifying which official identity document was stolen, - the receipt of application for the new official identity document
<b>5. Mandatory subpoena</b> to appear in the court by the Insured or Co-traveller	the official summons
<b>6. Summons of the Insured or a Co-traveller to resit examination for a diploma</b>	the official summons/ convocation
<b>7. Loss of employment</b> of the Insured or a Co-traveller, which means termination of the contract by the employer for an indefinite or specified period. Insurance does not cover employee termination of the contract (by the Insured or Co-traveller) or dismissal for misconduct.	the decision of labor contract termination
<b>8. Determination of the Childbirth date of the Insured or a Co-traveller</b>	the medical certificate confirming the expected date of birth
<b>9. Complications related to the pregnancy of the Insured or a Co-traveller</b> (up to 32 weeks of pregnancy)	the medical certificate in relation to the pregnancy
<b>10. Terrorist attack</b> within 100 km of the accommodation place of Travel	any official publication proving the record of the event by the Ministry of Foreign Affairs of the country of Travel or the country of residency.
<b>11. WHO pandemic alert</b> in the place of Travel	- any official publication of the World Health Organization proving the level of alert
<b>12. Natural disaster</b> in the place of Travel	- any official publication of the Ministry of Foreign Affairs of the country of Travel or the country of residency advising against going to the Travel's destination

If in relation to the claim for payment of an Insurance Indemnity being considered, the Insurer, through Assistance Company, turns to the Insured to ask him to provide with documents, the Insured will be bound to provide these documents necessary to conduct formalities to determine validity of the claim or the amount of Insurance Indemnity.

The Insurer may request that the Insured has medical examinations performed at the Insurer's costs to confirm validity of the claim for Insurance Indemnity.

Providing false or incomplete information by the person submitting a claim for payment of Insurance Indemnity or by the Beneficiary can constitute a basis to refuse the payment if it impacted determination of circumstances of the Insurance incident or liability of the Insurer.

#### 6.4.6. SETTLEMENT OF THE INSURANCE INDEMNITY

- a) The Insurer pays Insurance benefits within 30 days from the day of receiving the notification about the Insurance incident.
- b) If settling the circumstances required establishing liability of the Insurer or the amount of Insurance Indemnity turns out to be impossible within the above specified term, Insurance benefits shall be fulfilled within 14 days from the day when — settling the circumstances was possible. However, the indisputable part of Insurance benefits shall be fulfilled by the Insurer within the term provided for in point a).
- c) If Insurance Indemnity are not entitled or are entitled in a different amount than the amount determined in the submitted claim, the Insurer shall inform the Insured/beneficiary about it in writing, indicating the circumstances and the legal basis justifying the complete or partial refusal to pay Insurance benefits.

- d) The Insurer shall withhold payment of Insurance Indemnity until the missing documentation necessary to pay Insurance benefits is completed, as the missing documentation makes it impossible to determine the right to receive Insurance benefits or the amount of Insurance benefits. Failing to complete the documentation shall constitute the basis to refuse payment of Insurance Indemnity by the Insurer.
- e) Payment of Insurance benefits shall be made in RON and it constitutes an equivalent of amounts in other currencies, documented by evidence of the costs incurred converted into RON according to the average exchange rate of the National Bank of Romania, applicable on the day of issuing the decision about paying Insurance Indemnity within the sum insured.

## **6.5. ROAD ASSISTANCE**

**6.5.1.** As part of a Travel and subject to the limits indicated in the Art. 6.5.3 and 6.5.4, ROAD ASSISTANCE guarantee shall organize and cover the services described in 6.5.2 in order to allow the Insured to continue his journey or return to his place of residence, in case of occurrence of one of the following events involving the Insured's Vehicle:

- self inflicted damage: lack of fuel, wrong fuel, keys locked up and flat tyre,
- road accident: if the Insured vehicle was involved in an accident (event occurred during the use of the Insured Vehicle and due to an accidental, violent and external cause) and needs to be salvaged before towing, Assistance Company will organise the salvage of the Insured vehicle including trailer and load.
- mechanical breakdown being an shortcoming or defective performance of the Vehicle, endangering safety of transportation.

**The coverage is granted on Romanian territory and abroad provided that the event requiring the intervention of the "Road assistance" guarantee occurred during a journey made by the insured with his vehicle in connection with a Travel.**

**The coverage is provided on a subsidiary basis (at second risk) to what is already covered by other valid insurance policies taken out by the Insured.**

### **6.5.2. In case an insured event occurred as described above, the Insurer will organize and cover :**

- a) if possible, roadside repair,
- b) if not possible, towing to the nearest garage with a maximum limit of 200 km both ways,
- c) if the vehicle is stopped for more than 4 consecutive hours to carry out repairs, the Insurer will reimburse meals costs and, if relevant, accommodation costs, up to **70 EUR** per person and per day with a maximum of **200 EUR** per event,
- d) if the vehicle is stopped for more than 2 consecutive days, the Insurer will search and cover the costs of a rental car with a maximum of **60 EUR** per day and a maximum of **100 EUR** per event.

### **6.5.3. MAXIMUM INSURANCE INDEMNITY**

The maximum Insurance Indemnity per Insured period is **1400 EUR**, with the following sub-limits:

- Roadside repairs : up to **510 EUR** per event,
- Towing costs, including lifting and craneing : up to **500 EUR**, per event,
- Accomodations/ meals : up to **70 EUR/** day with a maximum of 3 accomodation nights per event,
- Car rental : up to **60 EUR** per day with a maximum limit of **3 days** per event

(or its equivalent in RON at the exchange rate of Romanian National Bank valid at the payment date).

**These amounts are expressed VAT included.**

### **6.5.4. SPECIFIC EXCLUSIONS APPLICABLE TO ROAD ASSISTANCE**

In addition the general exclusions indicated in Art. 7, ROAD ASSISTANCE guarantee shall not cover:

- a) any request for assistance concerning a vehicle not belonging to the Insured,
- b) Normal scheduled maintenance services and technical recalls,
- c) consequences of a breakdown affecting a vehicle whose lack of maintenance is obvious or which is suffering from a mechanical failure known at the time of departure,
- d) Any damage resulting from the vehicle being kept in an unroadworthy condition or not being serviced in accordance with the manufacturers recommendations,
- e) Any damage attributable to the installation of vehicle parts or to modifications not approved by the vehicles manufacturer.
- f) consecutive damage such as loss of profits, cancellation costs, missed out events,
- g) any expenses incurred without the prior authorization of Assistance Company,

- h) Expenses which would have normally been payable by the Insured, such as fuel and toll charges,
- i) The Services will be provided subject to local availability, and regulations in force locally. Assistance Company shall not be responsible for any delay or failure to provide the Services due to a Force Majeure event
- j) Assistance Company is not responsible for loss of or damage to luggage or other personal effects that might occur during the Services performance.
- k) Assistance Company cannot act as the substitute for public or private local emergency services.

#### **6.5.5. IF AN INSURED EVENT OCCURS**

Notwithstanding the obligations specified in Art.8, the Insured shall:

- immediately report the event by contacting Assistance Company,
- in case the incurred costs subject to reimbursement, the Insured shall be informed about the Assistance Company's acceptance to cover or reimburse the costs before undertaking any activities on their own;
- provide necessary information requested by Assistance Company: name and surname as well as details of the place of stay, allowing Assistance Company to contact the Insured,
- follow the recommendations of Assistance Company.

Assistance Company reserves the right to request, prior to the implementation of the services, any documents or invoices likely to establish the existence of facts giving rise to entitlement to the benefits of this guarantee.

#### **6.5.6. SETTLEMENT OF THE INSURANCE INDEMNITY**

When the expenses are incurred by the Insured, they will be reimbursed only upon presentation of supporting documents.

### **ARTICLE 7 – GENERAL EXCLUSIONS, COMMON FOR ALL GUARANTEES**

Insured events and losses occurring during or in connection with a trip in progress at the time of concluding the Insurance Contract are not covered.

At the same time, The insurer shall not be liable if an Insured Event took place as a result of or in relation with:

- a) the Insured's behavior while:
  - under the influence of alcohol, drugs or other intoxicants, psychotropic substances or substitute substances within the meaning and beyond the authorized rates of the relevant provisions of the law,
  - or under the influence of intoxicants or psychotropic substances or substitutes, pursuant to the provisions of counteracting drug addiction, or
  - in the state after using drugs or other agents suppressing consciousness.

This exclusion applies only where the state of intoxication or impairment has caused or contributed to the occurrence of the claim. It doesn't apply when the substances have been used strictly for medical purposes and under a valid medical prescription issued by a Physician,

- b) acts of war, uproar, riots, martial law, acts of terrorism or sabotage, participation of the Insured in illegal strikes. However, the Insurer shall be liable for Insured Event which took place as a result or in relation with acts of war or acts of terrorism, if during the Travel Abroad the Insured is in the country where acts of war and acts of terrorism started unexpectedly and suddenly. In this case the Insurer accept to maintain the insurance for the period not longer than 7 days from the commencement of acts of war or acts of terrorism, however not longer than up the 30th day of Travel or the last day of Insurance Period, only in the scope of MEDICAL EXPENSES and MEDICAL ASSISTANCE benefits. The Insurer shall not be liable if the Insured travels abroad to a country where warfare is already underway as well as when the Insured actively participates in acts of war or acts of terrorism;
- c) nuclear explosion or radioactivity;
- d) failing to observe recommendations of a Physician or to have medical procedures conducted beyond medical control or control of people authorized to do so, except for first aid provided to the Insured in relation to an Accident;
- e) lack of mandatory vaccination or preventive treatment necessary for the destination of Travel, in accordance with the international health regulation and individual requirements of countries in terms of visa regulations,
- f) attempting or committing an offense by the Insured, except from unintentionally causing a road accident,
- g) a suicide and a suicide attempt, intentional self-inflicted injury,
- h) alcoholism or mental disorders of the Insured (an illness qualified in the International Statistical Classification of Diseases and Health Problems as mental disorders or behavioural disorders including neurosis),
- i) intentional act or gross negligence of the Insured, of an Insured's relative, of a Close person or of an employee belonging to the same company as the Insured,

- j) High risk sports,
- k) sports practiced as part of a club or a federation,
- l) competitive sport and training,
- m) hunting, sport practice involving a bull, rodeo, sports requiring the use of firearms, slackline, cliff jumping, parkour, wingsuit, basejump,
- n) test drives, participation in races and amateur races requiring the use of a terrestrial, nautical or aerial engine,
- o) motor and aerial sport practice, excepting the ones listed in the High-risk sport definition.
- p) driving a motor vehicle by the Insured without the required license,
- q) participation of the Insured in a flight as a pilot, a crew member or a passenger for leisure purpose of a plane which does not belong to licensed airlines;
- r) events occurring in Romania;
- s) damage occurring directly or indirectly, as part of, or in connection with, professional activities performed abroad aimed at profit or not, including volunteering, internships and apprenticeship.

#### **ARTICLE 8 – FORMALITIES IN CASE OF INSURED EVENT COMMON FOR ALL GUARANTEES**

If an Insured event occurs, in order to notify the Insurer and before incurring any expenses, the Insured or the person representing the Insured, should immediately :

- report to Assistance Company, using one of the following ways of communication mentioned in the insurance certificate;
- provide necessary information requested by Assistance Company: name and surname as well as details of the place of stay, allowing Assistance Company to contact the Insured,
- follow the recommendations of Assistance Company.

#### **ARTICLE 9 - PAYMENT OF THE INSURANCE INDEMNITY**

The Insurance Indemnity provided for all Insured Events occurred during the Insurance Period may not exceed individual limits of the Insurance Indemnity relevant to individual partial subjects of the Insurance Agreement, in compliance with Article 6.

The Assistance Company, in his quality of Management Services Provider of the Insurer, transfers the Insurance Indemnity to the Insured's account on behalf of the Insurer by money transfer within 15 working days following the delivery of all supporting documents.

#### **ARTICLE 10 – TERMINATION OF INSURANCE**

The insurance coverage is terminated:

- by unilateral termination at the initiative of the Policyholder, within 14 (fourteen) calendar days from the conclusion of the Insurance Contract, without penalties and without the need to invoke any reason. The unilateral termination shall be communicated in writing to the Insurer by letter or email at the addresses mentioned in Article 11 below. The insurer will refund the insurance premium.
- at 24:00 of the last day of validity according to the period written in the Insurance Certificate;
- by unilateral termination at the initiative of the Policyholder or the Insurer, addressed in writing to the other Party with written notification of the other Party at least 20 (twenty) days before the date of termination;
- on the date of death of the Insured;
- by the legal termination of the Insurance Contract if, before the Insurer's obligation began to take effect, the Insured risk occurred or its occurrence became impossible, or if, after the said obligation began to take effect, the intervention of the Insured risk became impossible.

The Policyholder is entitled to recover the insurance premium paid in proportion to the unexpired period of the Insurance Contract (pro-rata), but only in cases where compensation for events occurring during the Insurance Term has not been paid or is not due

#### **ARTICLE 11 – CORRESPONDANCE**

**11.1.** The Insured is obliged to inform the Insurer, via BRD without undue delay, about the change of the permanent residence address or corresponding address.

**11.2.** All information, announcements and requests relating to the Insurance must be made in a written form in Romanian language.

**11.3.** The contractual parties are bound to send any written notification/ information by post with delivery confirmation to the indicated address or to the last known address of the other contractual party.

**11.4.** A written document sent to the address with delivery confirmation is considered as delivered at the day of his reception, mentioned to the delivery confirmation.

**11.5.** Except for the situations provided for in Art.12 and Art.13 below, any correspondence related to the conclusion, performance or termination of the Insurance Contract shall be transmitted to the Insurer through:

- postal or courier services, at the registered office of the Insurer, mentioned in the introductory part of these Terms and Conditions or at BRD, affiliated agent: Bd. Ion Mihalache no. 1-7, 011171 Bucharest, Romania; Tel: +4021.301.61.00; Fax: +4021.301.66.36
- by email, at: [office.brdasigurari generale@brd.ro](mailto:office.brdasigurari generale@brd.ro) or [mybrdcontact@brd.ro](mailto:mybrdcontact@brd.ro)

**11.6.** The Insurer and the Policyholder acknowledge and accept the validity of correspondence conducted exclusively by electronic mail (email).

#### **ARTICLE 12 – CORRESPONDANCE ADDRESSES IF AN INSURED EVENT OCCURS**

The Insured shall send all documentation regarding the damage suffered to the Insurer's Assistance Service Provider, whose contact details are made available in the Insurance Certificate and on the Insurer's website: <https://asigurari.brd.ro>

**ARTICLE 13 – DISPUTE SETTLEMENT**

In case of a dispute regarding the Insurance Contract, in order to settle amicably, it is possible to contact the Insurer, in writing, at SOGESSUR S.A. PARIS – SUCURSALA BUCUREȘTI, with headoffice in Gheorghe Polizu Street, no. 58-60, level 9 (zone 2), District 1, 011062, Bucharest, Romania, R.C. J2018009293402; (EUID): ROONRC.J2018009293402; Cod LEI 315700TP31GZA4FMLO71; CUI: 39557849, or by e-mail: [reclamatii.brdasigurari generale@brd.ro](mailto:reclamatii.brdasigurari generale@brd.ro)

The Insured has the right to lodge a complaint in relation to his/ her Insurance Contract either with the Insurer or with the Financial Supervisory Authority.

In the absence of a favourable response from the Insurer, the complaint may be sent to the competent authority of the Insurer's Member State – ACPR (Autorité de Contrôle Prudentiel et de Résolution), which will analyse it.

The Insured has the right to proceed with alternative means of dispute resolution through the Alternative Dispute Resolution Entity in the Non-Banking Financial Field (SAL-Fin) if he/she proves that, beforehand, he/she has tried to settle the dispute directly with the Insurer. The organization and alternative resolution of disputes is carried out through the ADR procedure ending with the proposal of a solution or the ADR procedure ending with the imposition of a solution. More information can be found at: <https://www.salfin.ro/>.

The abovementioned rights do not restrict the rights of the Insured to defer the dispute before the competent Romanian courts of law.

**ARTICLE 14 – PRESCRIPTION PERIOD**

The legal prescription term for all legal actions arising from this Insurance Agreement is 2 years.

**ARTICLE 15 – THE PERSONAL DATA PROTECTION**

The Insurer commits to comply with the applicable Personal Data Protection Law of the Insured. Informing the insured and other persons concerned or, as the case may be, obtaining the informed consent for the processing of the personal data of the persons concerned is done before the conclusion of the Insurance Agreement or during the contractual term, under the applicable legal provisions.

The data requested by the Insurer in the forms filled in by the Insureds or, as the case may be, other persons concerned during the (pre) contractual relationship are mandatory for the establishment and performance of the contractual relationship with the Insurer or for the management of the insured's claim requests.

To ask questions or exercise your rights as a data subject, the Data Protection Officer (DPO) of the Insurer may be contacted:

- By letter to the address of the registered office of the Sogessur SA PARIS - BUCHAREST Branch (BRD General Insurance): Gheorghe Polizu Street, no. 58-60, 9th floor (zone 2), 1st District, Postal Code 011062, Bucharest;
- By e-mail: [dpobrdag@brd.ro](mailto:dpobrdag@brd.ro)

**ARTICLE 16 – FRAUD**

If the Insured simulates or exaggerate the occurrence of the insured risk, as well as the amount of the loss, using to justify the loss false documents or fraudulent means or intentionally amends and alters the traces and remnants of the insured event or facilitates an insured event and aggravates the damages, the Insured decede of any right to compensation and insurance will be considered terminated by operation of law, without giving prior notice and without further ads or refund the Insurance Premium paid.

**ARTICLE 17 – TAX AMENDMENTS**

The Insurance Premium does not include VAT. All direct or indirect taxes, present and future on this contract and its execution, such as those related to Insurance Premiums, policy and other documents and receipts depending on it, shall be supported by the Policy Holder.

These specifications are subject to law's tax changes (Tax Code, and any legislative act adopted in implementation thereof).

This document has been issued and communicated to the Policyholder by electronic means, on a durable medium.

The Policyholder may receive, upon request and free of charge, a paper copy.

By concluding the Insurance Contract, the Insured expressly accepts the non-essential clauses that regulate: the limits of the insurance indemnity and the limits of the Insurance coverage (the clauses provided for in art.6 1.4., 6.1.5., 6.2.3., 6.2.4., 6.3.2., 6.3.3., 6.4.3., 6.4.4., 6.5.2., 6.5.3. and 6.5.4. and Art.7.)

*In case of inconsistency between the romanian version and the English version, the Romanian version will prevail.*