

APPENDIX 1 – GENERAL INSURANCE TERMS REGARDING GROUP INSURANCE FOR TRAVELS ABROAD MADE BY THE HOLDERS (PHYSICAL ENTITIES) OF ACTIVE CREDIT CARDS ISSUED BY BRD GROUPE SOCIETE GENERALE S.A.

Within the meaning of these conditions the following definitions shall be adopted:

Insurer: GROUPAMA ASIGURĂRI S.A., an insurance-reinsurance Company having its registered offices in Bucharest, 45 Mihai Eminescu Street, district no. 1, telephone number 021.305.80.00, facsimile 021.310.99.67, registered with the Trade Registry under no. J40/2857/2010, sole registration code 6291812, authorized by the Financial Supervisory Authority under no. RA – 009/10.04.2003, **hereinafter referred to as GROUPAMA**;

Insured party: Physical entity holder of an active Credit Card issued by **BRD** or physical entity employed by a legal entity, client of **BRD**, holder of a Credit Card issued by **BRD**, having its domicile or residence in Romania, the minimal age of acceptance for cover being 18 years and the maximal age at the end of the insurance period being 65 years, as well as the Insured party's relatives, holders of a Gold and Platinum credit card, spouse, children (with a minimal age of 1 year and the maximal age of 18 years). As an exception, for the holders of Gold and Platinum credit cards (physical entity), the insurance cover shall expire at the age of 70 years;

Accident: Event caused by an unforeseen, external, violent, fortuitous and absolutely independent of the Insured party's will and which causes the latter bodily injuries;

Beneficiary: Physical entity, holder of the insurance Certificate / insurance Card as well as the heirs thereof, that cash in the insurance indemnification in case the insured Risk occurs or benefits of health insurance in accordance with the insurance cover;

Illness: abnormal condition of the body detectable from a medical standpoint which affects either the entire body or any part thereof and determines the deterioration of its normal functioning;

Assistance Company: Legal entity empowered by the Insured in order to provide assistance to the Insured party and which is jointly liable with the latter to observe the insurance terms, as such are regulated by these General Insurance Terms;

Contracting party: Legal entity, who enters into the Insurance Agreement with the Insurer and undertakes to pay the insurance premium for each Insured party included in the group insurance, namely

BRD GROUPE SOCIETE GENERALE S.A. (hereinafter referred to as BRD), a credit institution organized and functioning in accordance with the legislation in Romania, having their registered offices in 1-7 Ion Mihalache Blvd., district no. 1, Bucharest, registered with the Bucharest Trade Registry under number J40/608/1991, sole registration code no. 361579, registered with the Banks Registry under number RB-PJR-40-007/1999 and registered as personal data operator under no. 1788;

Insurance Agreement: the bilateral legal deed whereby the insurance Contracting party undertakes to pay a premium to the Insurer, and the latter undertakes, in case the insured Risk occurs, to pay the Insured party or the Beneficiary the insurance Indemnification, within the limits and the terms agreed under the Insurance Agreement. The insurance Agreement is made up of: the signing-in Form, the General insurance Conditions, the insurance Certificate / insurance Card and the other addenda to the Insurance Agreement, respectively the group insurance Agreement E 3411;

Credit Card: Electronic payment instrument **issued by BRD** for physical and legal entities bearing the following names: Standard (PF), Gold (PF), Platinum (PF), Silver (PJ), Corporate Credit Card (PJ);

Active credit card: Card by means of which at least one transaction has been operated during the last 12 (twelve) months;

Insurance card: Document issued by the Insurer where the Insurer's contact data and those of the assistance Company are inscribed, as well as the Insured party's data and the Length of insurance;

Insurance certificate: Document issued by the Insurer's contact data and those of the assistance Company are inscribed, as well as the Insured party's data and the Length of insurance;

Travel abroad: a travel made for tourism or business purposes outside the Romanian territorial borders, the Insured party's country of citizenship/residence, from the moment one leaves those borders and until one comes back within their perimeter, but for not more than 30 consecutive calendar days;

Pre-existing conditions: any illness or bodily injury that has been diagnosed by the medical practitioner before the insurance policy was taken out;

Occurrence date of an insured event: the date the insured risk occurs; in case of an illness, it shall be the first day the diagnosis is established of the date when the Insured party acknowledges for the first time the occurrence of the illness; in case of an accident, it shall be the date the accident occurred;

Claim (damage): the actual prejudice incurred by the Insured party after the Insured event;

Length of insurance: the validity period of the insurance Agreement, provided that the insurance premium is paid for each Insured party included in the group insurance;

Insured event: The occurrence of the insured risk, triggering the arising of a claim;

Franchise/deductible period: The amount established / the amount of time during which the Insurer shall not undertake its payment obligation if the insurance indemnification ranges below this fixed amount / time lapse;

Insurance indemnification (compensation): The amount due by the Insurer to the Insured party/Beneficiary, in case the Insured event occurs;

Maximal indemnification limit /event: The maximal amount payable by the Insurer, in connection with the occurrence of the insured Event (Accident), regardless of the number of Insured parties involved. In case an insured Event (Accident) causing the maximal Limit per event to be exceeded occurs, such shall be distributed equally to all the insured parties, taking into consideration the maximal amounts insured for said section;

Maximal indemnification limit per family: The maximal amount payable by the Insurer, in connection with the occurrence of the insured Event (Accident), for the Insured party and their family. In case an insured Event (Accident) causing the maximal Limit per event to be exceeded occurs, such shall be distributed equally to all the family members, taking into consideration the maximal amounts insured for said section;

Limit of liability: the maximal Limit up to which the Insurer is liable in case the insured event occurs during the validity period of the Insurance Agreement;

Physician: Person who holds a specialty degree, issued by the authorities within the field, professing on the basis of a valid authorization of free practice;

Public means of transport: Any inland, water or air means of transport operating based on a passenger carrier licence and which only has fixed, pre-established routes;

Insurance premium: The amount of money due by the Contracting party in consideration of the Insurer taking over the risk (the insurance price), as regulated in the Insurance Agreement;

Risk insured: Future, unforeseen event and independent of the Insured party's will, described within these insurance Terms and for the outcome/consequences of which the insurance Agreement is concluded.

Insured Party's relatives: Spouse, children of the Insured party;

Hospital: Sanitary unit, public or private, provided with medical and auxiliary staff, qualified in providing specialized medical assistance, specialized facilities and medical equipment in order to grant medical care and diagnosis services and treatment under permanent regime to hospitalized patients. The nursing stations for narcomaniacs or alcoholics, the retirement homes and rest homes in general and physio-therapeutical cabinets shall not be considered hospitals;

Leisure sport: Sportive physical activity made occasionally for recreation purposes, as an amateur, in normal and safety conditions, with a medium risk probability that an accident should occur (ex.: ski, nautical ski, swimming, snowboarding, skating (including roller-skating), surfing, riding, carting, soccer, tennis, basketball, handball, volleyball, shooting, diving below 30 meters, cycling, golf, billiards, bowling, paintball etc.) the description here above is not limitative nor exhaustive; for other leisure sports one shall proceed by assimilation;

Amount insured: Maximal limit of the insurance indemnification that the Insurer pays in case the insured Risk occurs and which is mentioned in these insurance Terms;

1. INSURANCE AGREEMENT

1.1. Under the insurance Agreement the conclusion of which is enshrined by the insurance Certificate / insurance Card, the Contracting party undertakes to pay an insurance premium to the Insurer, and the latter takes over the risk that the insured Event should occur as provided for under the General Insurance Terms, undertaking to pay the Insured party/Beneficiary, should the Insured event occur, the insurance Indemnification, within the limits and the terms agreed in the Insurance Agreement.

1.2. The Insurer shall not undertake the obligation to pay the insurance Indemnification for an excess established under the **group insurance Agreement E 3411**, and it shall be borne by the Insured party.

2. SUBSCRIPTION OF INSURANCE

2.1. The insurance cover shall enter into force at 00:00 of the date of entry into the group insurance cover, mentioned on the insurance Certificate /insurance Card.

2.2. The insurance cover shall start as follows:

- for the holders of Credit Cards active as at the date of entry into force of the group insurance Agreement E 3411 provided that the Contracting party pays the quarterly insurance premium, as per the contractual clauses;

- for the physical entities for which the Contracting party shall issue Credit Cards for the period of validity of the **group insurance Agreement E 3411**, from 00:00 of the day following the one the Credit Card becomes active, provided that the payment of the insurance premium is made in accordance with the contractual clauses.

3. TERRITORIALITY

3.1. The territoriality is presented within each Section.

4. AMOUNT INSURED

4.1. The amount insured is specified within each Section.

4.2. The total quantum of the indemnifications paid by the Insurer during the insurance period cannot exceed the amount insured mentioned in the insurance Agreement, upon observance of the maximal Indemnification limit /event or per family.

4.3. The amount insured per insurance period / Insured party shall be diminished with the value of the insurance Indemnifications due and/or paid by the Insurer, in the chronological order the insured Events occurred.

5. INSURED PARTY'S OBLIGATIONS

5.1. The Insured party must take all reasonable provisional measures, of a prudent and responsible person, in order to preclude the occurrence of the insured Risk and shall comply with all the legal requirements and contractual provisions, as a prerequisite of the Insurer's liability.

5.2. The Insured party is bound not to make or admit amendments that would cause the Risk insured to become increased.

5.3. In case the insured Event occurs, the insured Party is bound to:

a) take all measures in order to limit the damages, when the situations allows for it;

b) to notify the Insurer with respect to the occurrence of the insured Risk within maximum 48 hours as of the occurrence thereof, providing data regarding the nature and the extent of the Damage. If due to the failure to observe this term, the cause for the occurrence of the insured Event could not be established and the damage could not be assessed, the Insurer may refuse payment of the Insurance indemnification;

c) allow the Insurer to carry out investigations regarding the cause and the extent of the Damage, as well as the amount of the insurance indemnification it has to pay;

d) take all measures in order to preserve the Insurer's right to sue for compensation so that if the Insured party waives its rights or if, due to its fault, the performance of the right to sue for compensation is no longer possible, the Insurer is exonerated of the obligation to pay the insurance Indemnification. In respect thereof, the Insured party must refrain from concluding any transaction, must waive to cash in or cash in any indemnification without the prior approval of the Insurer.

5.4. To inform immediately, should some insured Events occur, as applicable, the police, the fire fighters, the medical authorities, requesting them to draft documents regarding the causes and the circumstances when the insured Event occurred.

6. INSURER'S OBLIGATIONS

6.1. The Insurer has the obligation to provide the services described in the Insurance Agreement and the Appendices afferent thereto in a professional and prompt manner.

6.2. Should it deem it necessary, the Insurer may collaborate with an expert/specialist assessing the causes that led to the occurrence of the Event, the circumstances that could have modify the risk and which had not been communicated to the Insurer, to inquire whether the Insured party observed its obligations and to establish the value of the Damage and the settlement thereof. The insurance indemnifications shall be paid by the Insurer within 15 calendar days as of the date the last documents requested by the Insurer was submitted, in connection with the insured Risk and the Damage, provided that the conclusion of such terms should not equal the lapse of 2 years' time as of the date the insured event occurred.

7. TERMINATION OF INSURANCE POLICY AND INSURANCE AGREEMENT

The insurance cover shall cease:

7.1. At 24:00 of the expiry date mentioned on the insurance Certificate / insurance Card.

7.2. On the date the Credit Card Agreement is terminated for whatsoever reasons.

7.3. By unilateral termination by the Contracting party or by the Insurer under the terms and the conditions provided for in the group insurance Agreement E 3411.

7.4. By unilateral termination by the Insured party, at any time during the validity period of the Contracting party, with a prior notice of 30 calendar days both from the Insurer and the Contracting party, sent by mail or cby arrier with an acknowledgement of receipt.

The termination of the insurance cover represents the Insured party's removal from the group insurance that makes the object of the insurance Agreement.

The termination term shall start to run as of the date when the recipient acknowledged or could have acknowledged the intention to terminate sent by the other party and/or by the insured party. If the notification cannot be sent due to the fact that the recipient changed its notification address, without communicating such change to the other party or, in case of rejection of refusal to receive the notification (including due to the absence from domicile /residence/registered offices and/or of the expiry of the terms for the preservation of mail), said notification shall be deemed as received at the date when the impossibility to send such notification or, as applicable, the rejection or the refusal to receive the notification is acknowledged.

7.5. By termination:

a) Any of the parties may notify to the other party the termination of the group insurance Agreement E 3411 as a result of the failure to perform or of the improper performance of the obligations undertaken under the agreement. The termination shall operate as of right, as of the date the notification is communicated;

b) In case the termination of the Insurance agreement occurs as a result of the acknowledgement that the Insured party provided inaccurate statements prior to the occurrence of the insured event, the insurance agreement may be terminated only within a 10 days' term calculated as of the date the notification is received by the Insured party.

7.6. By the Insured party's death.

7.7. Upon payment of the entire insurance indemnification for at least one Insured party or several others, in accordance with the Amounts insured and the insurance indemnification Limit.

8. ASSISTANCE PROCEDURE

8.1. Upon the occurrence of the insured risk, the insured party or the representative thereof must:

- inform by telephone the assistance company partner of **GROUPAMA**, by dialing the number mentioned on the insurance Certificate / insurance Card, within maximum 48 hours as of the occurrence of the event;
- provide information regarding the event occurred;
- follow the indications of the assistance Company.

If the Insured party fails to observe the procedure here above or the indications provided by the assistance Company, the Insurer may refuse payment of the insurance indemnification if, due to such reason the duties incumbent on it as per the insurance agreement could not be established. The refusal to pay the insurance indemnification shall be communicated in writing to the Insured party by the Insurer.

9. OTHER PROVISIONS

9.1. These General Insurance Terms are governed, shall be construed and shall be completed with the legal provisions within the matter in Romania. The applicable law for these insurance conditions is the Romanian law. Within the relationships derived from the insurance, the prescription term is that provided for by the legislation in force.

9.2. The Insurer has the right to:

a) adjourn the granting of the insurance indemnification, if a police inquiry or a criminal procedure was instituted in connection with the Claim against the Insured party, until such inquiry, namely criminal proceedings, is finalized;

b) not to pay the insurance indemnification in case the request for compensation is fraudulent or is based on misrepresentations, or if the Insured party or any other person acting in its behalf has deliberately contributed by gross negligence to the occurrence of the Claim.

9.3. In case several insurance policies are concluded for the same risk insured, each Insurer is bound to pay on a pro rata basis with the amount insured and up to the amount thereof, without the Insured party being able to cash in an insurance indemnification higher than the actual prejudice, direct consequence of the risk.

9.4. If necessary for the purpose and nature of the insurance Agreement, it is possible for the contracting parties to introduce, by mutual agreement, provisions different from those mentioned in these Insurance Conditions, and such must comply with the legislation in force.

9.5. In case the insurance Agreement is terminated or revoked, the provisions thereof shall apply for all the Claim situations arisen prior to the termination or revoking until the final settlement thereof.

9.6. Any dispute deriving from or in connection with these insurance conditions, including concerning the conclusion, the performance or the termination thereof, shall be settled amicably and if such is not possible, the dispute shall be submitted for settlement to the competent legal courts.

9.7. The Act of God shall exonerate the parties of their liability in case of total or partial failure to perform the obligations incumbent on them under the Agreement, provided such Act of God is substantiated by an acknowledging certificate, issued by the Romanian Chamber of Trade and Industry. The Parties shall not be exonerated of their liability in case of the failure to perform, of the poor performance or of the delayed performance of an obligation if, prior to the occurrence of the Act of God, they were late with respect to the performance of such obligation.

The Act of God shall designate that event, independent of the parties' will, unforeseen, absolutely undestructible and unavoidable, occurred after the entry into force of the agreement and which prevents the parties from performing in full or in part their contractual obligations. Such events, bearing in mind that the enumeration is not limitative, can be: natural disasters, fires, wars etc.

Both the arising and the termination of the Act of God situation shall be notified to the other party within 90 calendar days as of their occurrence, namely as of the termination thereof and the acknowledging certificate shall be submitted, ascertaining the Act of God situation, issued by the competent authorities within 90 business days as of the occurrence thereof. The Party which does not notify within the given term the occurrence, namely the end of the Act of God shall pay the other party the counterpart of the prejudice incurred, losing its right to benefit of liability exemption.

If the Act of God lasts longer than 90 calendar days, the Agreement may be terminated at the initiative of either Party, by a simple notification sent to the other Party by courier or mail, with an acknowledgement of receipt.

The insolvency, dissolution, winding-up, strike (including spontaneous strike) shall not be considered as Acts of God.

The Parties shall establish that the Insurer's liability is not removed in case a fortuitous situation arises, as such is defined by the legislation in force.

9.8. In case the Insurer's insolvency is acknowledged, the Insured party / Beneficiary may address the Guarantee Fund as per Art. 60 of Law no. 136/1995 on reinsurance and insurance in Romania.

10. PERSONAL DATA PROTECTION

10.1. The Insurer and BRD guarantee the observance of the legal provisions on the processing of personal data belonging to the Insured parties and process such data in their capacity as operators as per the provisions set forth under Law no. 677/2001.

10.2. The Insurer and BRD undertake to process the personal data they have become aware of during the validity period of the insurance Agreement, strictly for the purposes established therein and it is forbidden to use such data in other purposes than those established under the insurance Agreement or these insurance Conditions.

10.3. Each person involved in the performance of the activities that make the object of these insurance conditions shall have access only to the personal data necessary in order to accomplish the obligations incumbent on it in order to perform accurately such activities.

A) Table of risks insured for Insured parties physical entity clients of BRD	Amounts insured/ Insured party (eur)		
	Type of cover Standard	Type of cover Gold	Type of cover Platinum
Risks Insured			
1. 24h/24h Medical assistance services– Accident and illness a) Medical expenses (outpatient treatment, medicines, radiographic diagnosis, hospitalization, emergency surgical interventions) b) emergency medical transport; c) medical repatriation; d) repatriation of dead body; e) reimbursement of coffin cost; f) emergency dental treatment	Max. 20 000 euros c) Max. 2 000 Euros d) and e) Max. 5 000 Euros f) Max 200 euro	Max. 100 000 euros a) Max 50 000 Euros /ev. c) Max. 2 000 Euros d) and e) Max.7 000 Euros f) Max 200 Euros	Max. 100 000 euros a) Max 50 000 Euros /ev. c) Max. 2 000 Euros d) and e) Max. 7 000 Euros f) Max 200 Euros
Services free of charge : a) visit of a relative (parent, spouse, etc.) in case of the Insured party's hospitalization for a period superior to 10 days, consisting in the reimbursement of the transport-related expenses, in Economic class; b) the repatriation of underage children in the country in case of the Insured party's hospitalization for a period superior to 10 days, in Economic class; c) the making of urgent phone calls by the Insured party, in case of the Insured party's hospitalization for a period superior to 10 days, with the family and family practitioner, within the limit of 20 EUR.	Free of charge	Free of charge	Free of charge
Calling 00361 465 36 60 Provides consultancy services and organization of medical services necessary in case of medical emergencies			
Excess	50	50	50
Indemnification limit/event/year	100 000	500 000	500 000
2. Delay of registered luggage (the value of the necessary personal effects, substantiated with original purchase documents)	-	Max. 1 000	Max. 1 000

(invoices, receipts) Registered delay superior to 4 hours)			
3. Delay of flight (the equivalent value of essential buys-related (groceries, clothes, accommodation etc.). Registered delay superior to 4 hours)	-	Max. 500	Max. 500
4. Travel cancellation (reimbursement of the expenses triggered by the cancellation of travel, that the Insured party is forced to incur additionally (telephone calls, fare afferent to plane ticket hour change for return), substantiated with documents (receipts, invoices), in addition to the expenses incurred while returning in Romania)	Max. 300	Max. 6 000	Max. 6 000
5. Death and Partial/Total Permanent Disability – Accident			
5.1 Death – Accident	Max.10 000	-Max. 200 000 – card holder -Max. 100 000 + spouse card holder -Max. 10 000 child card holder -* Max. 100 000- card holder -Max. 50 000 + spouse card holder -Max. 10 000 + child card holder	-Max. 200 000 – card holder -Max. 100 000 + spouse card holder -Max. 10 000 child card holder -* Max. 100 000- card holder -Max. 50 000 + spouse card holder -Max. 10 000 + child card holder
* Accident occurred in public transport means			
5.2 Partial/Total Permanent Disability – Accident	Max.10 000	-Max. 250 000 card holder -Max. 125 000 + spouse card holder -Max. 10 000 + child card holder -* Max. 100 000- card holder -Max. 50 000 + spouse card holder - Max. 10 000 + child card holder	-Max. 250 000 card holder -Max. 125 000 + spouse card holder -Max. 10 000 + child card holder -* Max. 100 000- card holder -Max. 50 000 + spouse card holder -Max. 10 000 + child card holder
* Accident occurred in public transport means			
Indemnification limit /family/year	-	400 000	400 000
Indemnification limit /event/year	400 000	2 000 000	2 000 000
6. Civil liability valid on the European territory	-	100 000	100 000
7. Purchase protection	-	-	1 000
8. Legal assistance in case of motor accident	-	10 000	10 000
9. Fraudulent use of credit cards (insurance indemnifications for the financial losses incurred by the Insured party in case of fraudulent payment operations and cash withdrawal carried out by an unauthorized user by using a stolen or lost credit card, provided that such fraudulent operations were made between the moment the card was stolen/lost and the moment the card holder notified the bank in order to block the card account.)		Limit/card: 500 EUR	Limit/card: 500 EUR
10. Documents cover (Identity card or Bulletin, Passport, Driving License, Travel pass, Work pass)		Max 400 EUR	Max 400 EUR

B) Table of risks insured for Physical entities, employees of legal entities (PJ) or of physical entities authorized in accordance with the law to carry out economic activities (PFA/PL) – BRD clients who meet the conditions in order to have the capacity as Insured parties	Amounts insured/ Insured party (eur)	
	Type of cover Silver	Type of cover Corporate Credit
Risks Insured		
1. 24h/24h Medical assistance services– Accident and illness	Max. 20 000	Max. 100 000
a) Medical expenses (outpatient treatment, medicines, radiographic diagnosis,		

hospitalization, emergency surgical interventions) b) emergency medical transport; c) medical repatriation; d) repatriation of dead body; e) reimbursement of coffin cost; f) emergency dental treatment Services free of charge : a) visit of a relative (parent, spouse, etc.) in case of the Insured party's hospitalization for a period superior to 10 days, consisting in the reimbursement of the transport-related expenses, in Economic class; b) the repatriation of underaged children in the country in case of the Insured party's hospitalization for a period superior to 10 days, in Economic class; c) the making of urgent phone calls by the Insured party, in case of the Insured party's hospitalization for a period superior to 10 days, with the family and family practitioner, within the limit of 20 EUR.	c) Max. 2 000 EUR d) and e) Max. 5 000 EUR f) Max 200 EUR	a) Max 50 000 EUR /event c) Max. 2 000 euro d) si e) Max. 7 000 EUR f) Max 200 EUR
Calling 00361 465 36 60 Provides consultancy services and organization of medical services necessary in case of medical emergencies		
Excess:	50	50
Indemnification limit /event/year	200 000	1 000 000
2. Delay of registered luggage (the value of the necessary personal effects, substantiated with original purchase documents (invoices, receipts) Registered delay superior to 4 hours)	Max. 500	Max. 1 000
3. Delay of flight (the equivalent value of essential buys-related (groceries, clothes, accommodation etc.). Registered delay superior to 4 hours)	Max. 750	Max. 2 000
4. Death and Partial/Total Permanent Disability – Accident		
4.1 Death – Accident Disappearance ** Note: ** risk insured only for the Corporate Credit types of cover and provided that more than 12 months have elapsed since the event was declared by the Authorities.	Max. 50 000	Max. 100 000
4.2 Partial/Total Permanent Disability – Accident	Max. 50 000	Max. 100 000
Indemnification limit /event/year	400 000	1 000 000
5. Civil liability valid on the European territory	-	10 000
6. Legal assistance in case of motor accident	2 500	10 000

The insurance policy covers multiple or single travels made up of maximum 30 consecutive days for tourism or business purposes.

Section I

INSURANCE COVER FOR TRAVELS ABROAD MADE BY THE HOLDERS OF ACTIVE CREDIT CARDS ISSUED BY BRD = Special Conditions =

1. RISKS INSURED

The risks insured are provided in the Table of risks insured for each type of Credit Card.

1.1. Subsequent to an accident or a sudden illness suffered by the Insured party, during the insurance Period, while travelling abroad, the insurer undertakes to pay the Insured party the Insurance Indemnification due in accordance with the contractual terms for:

1.1.1. – out-patient medical treatment;

1.1.2. – medicines and sanitary materials prescribed by the physician;

1.1.3. – medical diagnosis;

1.1.4. – stationary treatment in a medical establishment (hospital only) under the direct supervision of a physician, using only acknowledged and approved medical methods. The nearest hospital where there is the possibility to apply the adequate treatment. The expenses related to hospitalization or emergency surgical interventions shall be covered only when the insured party's health condition will allow for his/her repatriation or the release from hospital;

1.1.5. – emergency surgical interventions;

1.1.6. – emergency transport of the Insured party carried out by the ambulance services to the nearest hospital or physician;

1.1.7. – the Insured party's transport in Romania to its domicile town or to the nearest hospital where it can receive the medical treatment recommended by a physician (medical repatriation);

- 1.1.8.** – transport of the dead body to the domicile in Romania, including the coffin cost, in case of the Insured party's death;
- 1.1.9.** – emergency dental care within the limit of 200 Eur (in order to remove severe pain and caused by an accident), including a potential dental X-ray;
- 1.1.10.** - visit of a relative (parent, spouse, etc.) in case of the Insured party's hospitalization for a period superior to 10 days, consisting in the reimbursement of the transport-related expenses, in Economic class;
- 1.1.11.** - the repatriation of underage children in the country in case of the Insured party's hospitalization for a period superior to 10 days, in Economic class;
- 1.1.12.** - the making of urgent phone calls by the Insured party, in case of the Insured party's hospitalization for a period superior to 10 days, with the family and family practitioner, within the limit of 20 EUR.

1.2. GROUPAMA shall also cover the expenses for:

- the purchase of essential goods as a result of the delay of luggage registered by the airline company and handed over for check-in when boarding on the plane, for not more than the deductible period provided for, within the limit of the amount insured, provided that the airflight ticket was paid by credit card. The delay must be substantiated by documents issued by the airline (invoices, receipts).

The Insurer shall reimburse the Insured party the purchase costs for the essential goods (clothing and toiletry items, medicines etc.) allowing the Insured party to deal with the temporary unavailability of the items in the delayed baggage, provided that the airline ticket was purchased by credit card.

1.3. GROUPAMA shall also cover the expenses in connection with:

- the purchases made in case the flight is delayed, within the limit of the amount insured, upon observance of the deductible period established.

If during the validity period of the Insurance cover, the flight by which the Insured party should travel is delayed so that it exceeds the deductible/delay period with respect to the initial time scheduled on the ticket, the Insurer shall reimburse the Insured party, up to the maximal value of the amount Insured, the value of the expenses related to the purchase of essential goods for meals, refreshments, items of clothing in case the delay is superior to 4 hours, the transfer to and from the airport/railway station/harbour, of the first night of accommodation at the hotel, to which the telephone calls fares made during that period are added, caused by:

- a) the delay of the flight booked and confirmed;
- b) the refusal to allow check-in due to the too many bookings made for that booked and confirmed flight;
- c) the delayed arrival of the connection flight, with more than one hour, resulting in missing the plane by which the journey should have been continued;

1.4. GROUPAMA shall also cover the expenses in connection with:

- the purchases carried out in case of cancellation of the flight, within the limit of the amount insured.

If during the insurance validity period, the flight by which the Insured party should travel is delayed so that it exceeds the deductible/delay period with respect to the initial time scheduled on the ticket, the Insurer shall reimburse the Insured party, up to the maximal value of the Amount Insured, the value of the expenses related to phone calls, food, fare for the exchange of the return plane ticket, substantiated with documents (receipts, invoices), for the expenses carried out in connection with the return in Romania.

1.5. GROUPAMA shall pay the Insurance indemnifications for the death or permanent disability (total or partial) as a result of an accident occurred during the Travel abroad and during the validity period of the insurance cover. Under these circumstances, the Insurer shall pay the insurance Indemnification to the Insured party/Beneficiary as follows:

- a) in case the Insured party dies as a result of the accident, **GROUPAMA** shall pay the Insured party's heirs the amount insured for death, less the expenses made based on the insurance conditions in connection with this event (repatriation of dead body and reimbursement of the coffin cost);
- b) in case the Insured party incurs a permanent disability as a result of the accident, **GROUPAMA** shall pay the Insured party, according to the disability acquired, up to 100% of the amount insured for total permanent disability, as per the percentage indemnification grid here under:

ANATOMICAL OR FUNCTIONAL LOSS	Procente de indemnizare	
	<i>dreapta</i>	<i>stânga</i>
- total loss of upper limb (hand)	70%	60%
- total loss of the palm or of the fore-arm	60%	50%
- total loss of a lower limb above the knee	60%	
- total loss of a lower limb up to or beneath the knee	50%	
- total loss of the foot (sole of the foot)	40%	
- Total loss of the thumb	18%	16%
- Total loss of the index	14%	12%
- Total loss of the little finger	12%	10%
- Total loss of the middle finger	8%	6%
- Total loss of the ring finger	8%	6%
- Total loss of the big toe	10%	
- Total loss of any other toe	3%	

- Shortening of the leg by at least five (5) centimeters	15%	
- Total loss of the spleen	10%	
- Total loss of a kidney	20%	
- Total loss of visual faculty of one eye	50%	
- Total loss of visual faculty of both eyes	100%	
- Decrease (reduction) by half of sight of both eyes	25%	
- Total loss of three fingers, save for the thumb or the index	12%	8%
- Total loss of three fingers, save for the thumb or the index	25%	20%
- Total loss of the thumb and of another finger, except the index	25%	20%
- Total loss of the index and of another finger, except the thumb	20%	15%
- Total loss of two of the last fingers (middle finger, ring finger, little finger)	15%	12%
- total loss of the capacity to move the hip or the knee	20%	
- Total loss of the capacity to move the shoulder	25%	20%
- Total loss of the capacity to move the elbow or the hand wrist	20%	15%
- Total loss of the capacity to move the thumb and the index	35%	25%
- Open fracture of tibia or peroneus	25%	
- Open fracture of the knee cap	20%	
- open fracture of the tarsum bones	15%	
- Total and unrecoverable loss of hearing of both ears	100%	
- Open fracture of the lower jaw	25%	
- Ankyloses of a segment (sector) of the spinal cord, with deformation	40%	
- Fracture of the ribs with thorax deformation and organic anomalies	20%	
Total incurable dementia	100%	
Loss of lower jaw	100%	
Total loss of speech	100%	
Loss of the neurocranium bone substance all over its thickness:		
- over a surface of at least 6 cm ²	40%	
- over a surface between 3 cm ² and 6 cm ²	20%	
- over a surface inferior to 3 cm ²	10%	
Partial loss of lower jaw, of the entire ascendant section or of half of the jaw bone	40%	
Total loss of hearing of one ear	30%	
Considerable loss of arm bone substance (permanent and incurable lesion)	50%	40%
Total paralysis of the upper limb (irreversible nerve damage)	65%	55%
Total paralysis of the circumflex nerve	20%	15%
Massive loss of bone substance of the two fore-arm bones (final and incurable damage)	40%	30%
Total paralysis of the median nerve	45%	35%
Total paralysis of the radial nerve over torsion rod	40%	35%
Total paralysis of the fore-arm radial nerve	30%	25%
Total paralysis of the hand radial nerve	20%	15%
Total paralysis of the cubital nerve	30%	25%
Partial loss of the thumb (distal phalange)	10%	5%
Total ankylosis of toe	20%	15%
Total amputation of the index	15%	10%
Simultaneous amputation of the thumb and of the index	35%	25%
Hip ankyloses	40%	
Knee ankylosis	20%	

Loss of bone substance from the thigh or from both foot bones (incurable condition)	60%	
Loss of bone substance from the knee cap, with considerable separation of fragments and considerable mobility difficulty in stretching the leg	40%	
Loss of bone substance from the knee cap while preserving mobility	20%	
Shortening of the lower limb by 3 up to 5 cm	20%	
Shortening of the lower limb by 1 up to 3 cm	10%	

1.5.1. GROUPAMA shall pay the Insurance Indemnifications for the Insured party's death and or permanent disability (total or partial) as a result of an accident, occurred while he/she was travelling as a passenger, embarking upon or getting down from a public transportation means, during the insurance validity period while he/she was travelling abroad.

1.5.2. In case of the Insured party's disappearance after a forced landing, failure, diving or shipwrecking of a means of transport the Insured party was known to travel by as passenger during the travel, after 12 months, **GROUPAMA** shall pay the insurance indemnification for the accidental death. If at a given time, after payment of the Insurance Indemnification for Accidental Death, it is discovered that the Insured party is still alive, all the payments shall be reimbursed to the Insurer, at their entire value. The risk is insured only for the **Corporate Credit** types of cover.

1.6. The granting of the indemnification percentage and the payment of the insurance indemnifications shall be made only after the treatment is finished, within 1 year as of the accident date, but no sooner than 3 months. In case the permanent disability is undeniable, the granting of the indemnification percentage and payment of the insurance indemnification can be made before the treatment is completed.

1.6.1. The total payment value in case of several cases of disability shall be established by adding up the various percentages provided for in the Indemnification Percentage Table, but it shall not exceed the Amount Insured.

1.6.2. If the Insured party is left-handed, the percentages set forth here above for the various cases of disability in left and right limbs shall be reversed.

1.6.3. In so far as any request for compensation for total permanent disability is concerned, occurred after an accident, no insurance indemnification is to be paid before the disability is acknowledged as final and permanent by a physician approved by the Insurer.

1.6.4. In case the Insured party already received an insurance indemnification for disability caused by an accident, and subsequently the same Accident brings about the Insured party's death, any indemnifications paid on the account of the disability indemnification caused by the Accident shall be subtracted from the quantum of the indemnification owed for Death caused by the same Accident.

2. ELIGIBILITY CRITERIA

2.1. The insurance indemnification / payment of the costs regarding the risks insured shall be carried out provided that the eligibility criteria is met.

2.2. In order for a person to be considered eligible, the following terms must be met:

a) said person should be a holder of an active Credit Card, issued by **BRD**; the capacity as Insured party may be fulfilled by relatives of the Insured party holder of a Gold and Platinum Credit Card (spouse, children of the card holder) as per the table of the risks insured;

Within these insurance conditions, **the insured party's Relatives** can be: their spouse, children of the card holder;

b) to have minimum 18 years at the beginning of the insurance period, maximum 65 years at the end of the insurance period– the insurance cover expires when the age of 65 years is reached. As an exception, for the holders of Gold and Platinum Credit Cards (physical entities), the insurance expires when the age of 70 years is reached. The age of the children relatives must range between 1 and 18 years old, and in order for the relatives to be covered, it is necessary that they should have travelled with the card holder during the same period, for the same purpose.

c) the insurance premium must be paid by the Contracting party to **GROUPAMA**, in accordance with the Insurance Agreement;

d) to travel abroad for tourism or business purposes, in multiple or single sequences made up of maximum 30 consecutive calendar days.

3. TERRITORIALITY

The insurance cover is valid all over the world save for Romania, the Insured party's citizenship or residence country.

4. SPECIAL EXCLUSIONS

4.1. GROUPAMA shall not grant the insurance indemnification for the expenses incurred in connection with:

a) any preexisting conditions prior to the beginning of the journey; a first service arranged exclusively by Europ Assistance (arranging the doctor's visit to the client's domicile, the client's sanitary transport to the medical institution) for emergency measures, unforeseen, meant to save the Insured party's life or in order to calm severe pain within the limit of 500 Euros;

b) the consultation, medical investigation, treatment determined by diseases or accidents that are directly or indirectly, fully or in part connected with:

- war events of any type (declared or not), riots, rebellion, revolutions, acts of terrorism, military events, civil unrest

- acts of violence occurred on the occasion of a public gathering / demonstrations or any actions undertaken in order to prevent, control or suppress one of the events mentioned here above;

c) the illness/accident occurred as a result of the Insured party getting involved in any races, leisure/professional sports, or activities deemed dangerous such as climbing, parachute jumping, gliding, stunts. The description here above is not limitative nor exhaustive;

d) the medical assistance provided in case the Insured party attempted to commit or committed, deliberately, violent actions or actions punished by the criminal law of the country where the event took place;

e) the medical assistance provided in case of illnesses and/or accidents as a consequence of the abuse of alcohol, drugs, medicines not recommended by the doctor;

f) suicide, medical assistance in case of attempted suicide, injuries or illnesses caused by the Insured party's own action;

g) the removal of physical defects (cosmetic surgery, esthetical surgery etc.) and congenital anomalies;

h) psychiatric, psycho-therapeutic or neurologic treatment;

i) recovery, convalescence and physiotherapy;

- j) Medical assistance for pregnancy, premature birth, abortion (including therapeutic abortion), voluntary interruption of pregnancy, examination and treatment for sterility, as well as artificial fecundation. Only those emergency medical expenses that could save the mother's and the baby's life shall be paid, if the pregnant woman is not yet 38 years old and/or the in the 16th week of pregnancy. After the expiry of such terms, only the emergency medical expenses in connection with saving the mother's and/or the baby's life up to the maximal limit of 500 Euros shall be covered, provided that the first service is exclusively arranged by the medical assistance company;
- k) the treatment of sexually transmitted diseases, of HIV infection, AIDS or the consequences thereof;
- l) the medical assistance granted by the Insured party's relatives;
- m) the medical assistance granted by homeopaths, naturopaths, experimental investigation or treatment medical procedures, specific for medical research, as well as the consequences thereof;
- n) transplant of organs;
- o) purchase of: glasses, contact lenses, hearing devices, limb prosthesis, chairs / wheelchairs for disabled persons;
- p) vaccinations and the complications thereof;
- q) routine check-ups;
- r) medical assistance granted to the Insured party in case of radioactive infestation as a result of the radiations caused by the artificial acceleration of atomic particles, nuclear accident or atomic explosion;
- s) the medical assistance granted during an epidemics or pandemics officially acknowledged in the country/countries where the Insured party travels;
- t) travels made in order to obtain treatment, care, surgical interventions, and abusive requests;
- u) illnesses or accidents stemming from the carrying out of activities that do not correspond with the purpose of the journey, travel or studies.
- v) the Insured party's refusal to follow the physician's recommendation for medical repatriation.
- w) the flight as a an aircraft passenger, pilot or member of the crew, other than that belonging to an authorized airline.
- x) events occurred as a result of the practice of skiing as leisure sports outside the slope.
- y) the visit in a country where an Act of God acts.

4.2. GROUPAMA does not grant the insurance indemnification, in case the Insured party fails to observe the instructions of the medical team and if this causes the loss of the right to benefit of the services guaranteed by the insurance agreement and implicitly the loss of its rights in its capacity as Insured party.

4.3. GROUPAMA does not grant the insurance indemnification unless the Insured party requested medical assistance as a result of

- a) the carrying out of military activities abroad;
- b) underwater activities.

4.4. GROUPAMA does not grant the insurance indemnification if the Insured party has an accident resulted from the practice of any sports as a professional or within competitions, gatherings or trainings.

4.5. GROUPAMA shall not compensate the Insured Party for the luggage delayed due to the following causes:

- a) charter flights, if such flights are not registered in the international data system;
- b) confiscation of luggage by the customs authority or by any governmental authority;
- c) the purchases made after arrival at the final destination mentioned on the airline company ticket;
- d) luggage and/or personal effects that were dispatched by airway bill or consignment note;
- e) no request for compensation shall be accepted unless the delay is due to a strike or work conflict caused by an existing Act of God or announced by official documents, before the journey began;
- f) no request for compensation shall be accepted unless the delay is due to the removal of the public means of transport by the civil aviation and if such was announced before the travel began.

4.6. GROUPAMA shall not have any obligation regarding a request for compensation regarding the cancellation/delay of the flight:

- a) triggered by or as a result of charter flights, if such flights are not registered in the international data system;
- b) if a similar alternative means of transport was made available within 4 hours' time as of the time scheduled for departure or within 4 hours as of the arrival of a connection flight;
- c) if the Insured party fails to show up at the control to access the airplane (check-in) in accordance with the itinerary provided, save if such is due to a strike;
- d) if the cancellation/delay is due to a strike or work conflict existing or announced before the travel began;
- e) the cancellation/delay is due to the withdrawal of the service air plane by the civil aviation authority and if such was announced before the travel began;
- f) if the delay of the means of transport is of less than 4 hours;
- g) the air carrier's/ agent thereof impossibility to timely perform its contractual obligations due to the Act of God situations.

5. COMPENSATION PROCEDURE

5.1. In case the procedure under **Chapter 8 - "Assistance procedure"**, of the Insurance General conditions, is not observed and if there is a motivation for the failure to observe such procedure, **GROUPAMA** shall compensate only after the Insured party/Beneficiary:

- shall substantiate the legitimacy to acquire the insurance Indemnification;
- declares if and what insurance covers has taken out for the same risk and what afferent insurance indemnifications it has already cashed in;
- shall submit to the Insurer the entire documentation concerning the Event insured and the Claim, in original copy, requested by the latter.

The documents issued in a foreign language shall be accompanied by a translation, the cost of such translation being incurred by the Insured party.

All the certificates, pieces of information and of evidence requested by the Insurer shall be provided to the latter at the expense of the holder of the Insurance Certificate / Insurance Card and/or at the Insured party's expense, in the form and of the nature requested by the Insurer. At the Insurer's request and at its expense, the Insured party undergo medical examination in connection with any claim for compensation.

5.1.1. The payment notices/receipts for medical treatment must include:

- the name of the person receiving treatment;
- the diagnosis established;

- details on the medical treatment administered or of the medical service provided and the date such were carried out.

5.1.2. The medical prescriptions recommended must be accompanied by substantiating documents for the payment of the medicines purchased.

5.1.3. In case of hospitalization, the letter of release from hospital shall be submitted along with the payment notes for the treatment administered; In case of compensation of the hospitalization related costs, substantiating documents shall be provided for the contracting of such services.

5.1.4. If the insured risk was caused by the accidents, the minutes concluded by the competent authorities shall be also submitted, if such document is drafted.

5.1.5. In case of the Insured party's transport to the fixed domicile, the expenses shall be substantiated based on the receipts (tickets) as well as the physician's certificate regarding the diagnosis and the medical necessity to carry out transport.

5.2. In case of accidental death, the Beneficiary shall submit the following deeds: the death certificate, the coroner's certificate acknowledging the death, the minutes drafted by the competent authorities and the legitimacy to obtain the insurance indemnification.

5.3. If the request for compensation is fraudulent or obviously exaggerated, or if the agreement is based on misrepresentations, **GROUPAMA** has the right to cancel the agreement and to refuse payment of the insurance indemnification and shall inform the Insured party with respect thereto.

5.4. The medical statements made by the Insured party's relatives in their capacity as physicians shall not be taken into consideration.

5.5. The commencement of the procedure to establish and assess the compensations does not constitute an acknowledgement of the obligation to compensate.

5.6. In case the insurance indemnification is paid to the Insured party or to the Beneficiary, such shall be made in RON at the NBR exchange rate of the day the receipt/payment note was issued, within at least 30 days as of the date the last document requested by the Insurer or by the medical assistance Company or by the Insured party was submitted, as applicable.

5.7. The total payment value in case of several cases of disability shall be established by adding up the various percentages provided for in the Indemnification Percentage Table, but it shall not exceed the Amount Insured.

5.8. If the Insured party is left-handed, the percentages set forth here above for the various cases of disability in left and right limbs shall be reversed.

5.9. At its own expense, the Insurer shall have the right and the possibility to examine the Insured party the Accident, Bodily Injury or Illness of which represent the object of a request for compensation, as often as such can be reasonably requested, during the period when the request for compensation is reviewed.

5.10. In case the assistance company is not contacted or if there are no documents to substantiate the impossibility to contact it in case an Insured Event, the Insurer is not liable in any way for the expenses incurred.

5.11. In so far as any request for compensation for total permanent disability is concerned, occurred during an accident in a public transport means, no insurance indemnification shall be paid before the disability is acknowledged as final and permanent by a physician authorized by the Insurer.

5.12. In case the Insured party already received an insurance indemnification for disability caused by an accident, and subsequently the same accident triggers the insured party's death, any indemnification paid for that disability caused by the Accident shall be subtracted from the quantum of the indemnification due for Death caused by the same Accident.

5.13. In case, for any of the risks covered from the Table of risks insured, insurance indemnifications were paid by **GROUPAMA** up to the limit of the amount insured, the payment obligations thereof shall cease for such insured parties.

5.14. With the Insurer's approval, the insurance Indemnification due as per the conditions of the insurance Agreement may be granted to the Insured party by the assistance company, and the Insurer must grant the latter the value of the insurance indemnifications paid to the insured party.

6. INSURED PARTY SPECIAL OBLIGATIONS

6.1. The request for payment of the insurance Indemnification regarding the reimbursement of the expenses made abroad must be sent to the Insurer within at the latest 30 days as of the completion of the treatment or upon the insured party's return to the country.

6.2. The Insured party or the legal heirs thereof are bound to provide the Insurer with all the data and the documents necessary to establish the insurance indemnification quantum.

6.3. By the insurance agreement, the Insured party empowers the Insurer to obtain from the treating physicians the data regarding the medical history, the health condition and the treatment enforced, holding them free of professional secrecy.

6.4. The Insured party, its relatives, legal representatives, must consent to the medical examination of the Insured party by the physicians authorized by the Insurer.

6.5. The Insured persons must take all reasonable prevention measures, of a responsible and prudent person in order to preclude the occurrence of accident and to avoid illnesses and shall comply with all legal requirements and contractual provisions, as a pre-requisite of the Insurer's liability.

6.6. The Insured party must keep itself inform with respect to the mandatory vaccinations for the area where it is about to travel, as well as to those recommended as necessary by the local authorities and take these vaccinations.

6.7. In case of failure to observe the obligations provided for under art. 6.1-6.6 **GROUPAMA** may refuse payment of the insurance indemnification.

Section II

LEGAL CIVIL LIABILITY INSURANCE COVER

- special conditions -

1. OBJECT OF INSURANCE

1.1. In accordance with these insurance conditions, within the limit of the liability undertaken under the agreement and in consideration of the insurance premium cashed in, GROUPAMA provides insurance cover to the holders of active Credit Cards, mentioned in the **Table of risks insured for the Insured parties, physical entities, clients of BRD** – as per the tables A și B, for the risks provided for under Chap. "Risks covered" of these special conditions, granting compensations for the following material damages for the occurrence of which the Insured parties are liable in front of the law, with respect to damaged third parties:

a) the bodily injuries incurred by a third party physical entity and which, as a result of the temporary incapacity to work, of the disability or death have caused pecuniary damages, including resulting from the partial or total loss of an income, if such damages are the direct consequence of bodily injuries;

b) the material damages consisting in the damaging or the destruction of an asset or the injury of an animal;

1.2. The thorough observance and fulfilment of the conditions set forth under this policy, in so far as they refer to the obligations incumbent on the insured party, shall be the conditions preceding the undertaking of liability by **GROUPAMA**.

1.3. Based on the insurance agreement, **GROUPAMA** undertakes to, as a result of the occurrence of the insured event, compensate the third parties damaged up to the liability limit set forth in the insurance Policy.

1.4. This policy is valid throughout the European territory.

2. RISKS COVERED

2.1. Based on the civil liability insurance agreement, **GROUPAMA** covers the damages caused by the insured party to third parties, a direct consequence of deeds committed deliberately, out of negligence or lack of prudence, for which such is liable before the law.

GROUPAMA shall grant compensation for:

a) the amounts that the Insured party is bound to pay to the third parties damaged, as material damages as a result of the occurrence, **due to its own fault, as well as due to other persons' fault for which such is bound to be liable before the law**, bodily damages and/or damages to goods;

b) the amounts that the Insured party is bound, under the law, to pay to the damaged third parties, as a result of the occurrence of prejudices caused by objects and animals in the Insured party's legal custody, as well as by the building's wreck;

c) the legal expenses incurred by the damaged party in order to bind the Insured party to pay the compensations, if the Insured party was bound to pay them by legal ruling;

d) the trial-related expenses incurred by the Insured party within the civil proceedings, with the Insurer's prior approval, if the Insured party was bound by legal ruling to pay such compensations.

3. In the cases provided for under Chap. "Risks covered" compensations are granted provided that the following conditions are met cumulatively:

a) the prejudice incurred by third parties should have been triggered by the faulty action of a person who holds the capacity as Insured party or of a good in the Insured party's legal custody;

b) between the faulty deed and the prejudice of a third party there must be a causality link;

c) the prejudice must be indemnifiable, have a certain, actual character, it must be personal and direct ;

d) the prejudice must be caused and should manifest during the policy validity period;

e) the prejudice should not have been known by the Insured party on the date the policy was issued;

d) the request for compensation should be formulated either during the policy validity period, either during the prescription period, but no later than 3 years as of the date the insurance policy expires.

4. SPECIAL EXCLUSIONS

4.1. **GROUPAMA** shall not grant compensations for:

- bodily damages or death incurred by any person holding the capacity as Insured party (the Insured party appointed in the insurance agreement or any other person for which the Insured party is liable before the law) and/or the claims afferent to the damages caused to movable or immovable assets or to animals, property of the Insured party or which have been entrusted to the latter in any way and under any title: care, preservation, repair, processing, cleaning, painting, dispatching, use etc.;

- the claims for compensation formulated against the Insured party by the spouse thereof, by persons living with the latter or by persons for which the insured party is liable in accordance with the law;

- the claims for compensations formulated by any person who has the capacity as Insured party with respect to another person included in the insurance cover;

- the prejudices caused deliberately by the Insured party (the persons for which the Insured party is liable before the law) or the claims for compensation formulated for the cases when the Insured party (the persons for which the Insured party is liable before the law) has contributed to the occurrence of the damaging fact by gross negligence, serious or repeated breach and/or in bad faith;

- the claims for compensations resulting from moral damages, even if such are the result of civil award, the pecuniary value of the psychological trauma caused as a result of the bodily damages, other non-patrimonial prejudices;

- the claims for compensations for slander and/or defamatory actions;

- liability in connection with healing, professional advice or of any nature, treatments or operations (other than the first aid medical treatments) granted, administered, performed or omitted;

- the claims for compensations deriving from consultations, projects, drafts, prescriptions, payment notices and the like, granted in consideration of fees;

- damages arisen as a result of the failure to observe plans, copyright, exclusive rights, trademarks or registered logo;
- claims regarding the liabilities deriving from the failure to perform or the improper performance of a contractual relationship (any contractual liability), as well as any claims deriving from the performance by the Insured party of a trade, profession or commercial activity, namely deriving from the performance by the Insured party of legal deeds;
- the damages caused by the Insured party's objects, namely any good sold or provided, manufactured, processed, amended, repaired or customized, designed, tested, mounted, leased or built by the Insured party and which no longer is in the Insured party's property or under its control;
- any claims for pure financial losses, which are not the consequence of bodily damages or of damages to goods (indirect financial losses, such as: the lack of use of the goods damaged or destructed, losses of profits, delays, etc.);
- any financial loss caused to any other person, other than the one having incurred directly the bodily injury or material damage;
- the claims for compensation for the damages the Insured party is liable in connection with:
 - a) any motor vehicle or vehicle (including the trailer carried by the latter), authorized to travel on public roads or for which the law sets forth the obligation to take out civil liability insurance, property of the Insured party, borrowed, leased or driven by the latter;
 - b) any boat, ship, glider, plane or any such means of transport if the Insured party is the owner, has leased it, borrowed it, driven or piloted it;
 - c) the loading or the unloading of the means of transport mentioned above.
- fines of any type, criminal judiciary expenses, convictions, penalties, compensatory payments (ex. the defendant shall receive three times the normal compensation) and any other indemnifications resulted from the multiplication of compensatory damages;
- the claims concerning the damages caused as a result of atomic explosion, radiations or radioactive infestations as a result of the radiations caused by the use of atomic energy of fissionable materials, as well as those concerning the damages caused as a result of the transport of hazardous commodities (radioactive, ionized, inflammable, explosive, corrosive, propellant);
- any claims for compensation for bodily damages or material damages or losses of use having as direct or indirect cause the infiltrations, any form of accidental or gradual pollution or air contamination, water contamination or the contamination of any other property as well as the cost of removal, cancellation or cleaning as a result of pollution or contamination;
- the liability resulting from the illness having as cause the asbest or the liability for any other illnesses resulted from the existence, the exploitation, the manoeuvring, the processing, the manufacturing, the sale, distribution, storage or use of asbest, of products containing asbest or any other cancerigen products;
- damages arisen as a consequence of the introduction and/or spreading of contagious diseases (including HIV, Hepatitis, BSE) among persons, animals or plants;
- claims due to political risks; claims regarding war-time (declared or not) damages, invasion or action of an external enemy, civil war, revolution, rebellion, insurrection, strike, patronal strike, civil unrest, military dictatorship, conspiracy, confiscation, expropriation, nationalization, requisitioning, sequestration, destruction or damaging out of the order of any government as of law or as of right or of any public authority; claims for compensation as a result of a series of acts of terrorism, vandalism or sabotage;
- the claims concerning the Insured party's liability for the damages caused to valuable documents, documents, registries or titles, deeds, manuscripts, precious stones, platinum, gold, silver objects, postal stamps, collections, paintings, sculptures, embroideries or any other objects having artistic, scientific or historical value, as well as the disappearance and the destruction of money;
- the damages resulted from the Insured party's attending of (or the persons for whom he/she is liable), in its capacity as organizer or competitor in bets, races or any other sports competitions or other preparatory activities for these events;
- claims normally covered by the section civil liability of the all risks policies for construction-assembly works and builders' liability, including cross civil liability;
- Inherent defect insurance;
- any claims for compensation deriving, directly or indirectly, from:
 - the planning, occurrence, administration, distribution, installation, integration and any such consultancy services in connection with, or
 - IT analysis, IT organization, IT instruction, IT training-ul in connection with, or
 - the alteration, loss or damage over, or
 - a reduction in the functioning, availability or operation of :
 - a) Internet or Internet offer, computer systems, networks, hardware and software, programs, data, information repertory, microcips, integrated circuits or similar devices of computerized equipment or not, which are or aren't the Insured party's property;
 - b) Deviatuon, information or data theft which are or aren't the Insured party's property;
 - c) the use or design of a web site, e-mail or other Internet services for any purpose by the Insured party or a third party.
- any requests for compensation in connection with the construction or the operation of tunnels, bridges, embankments, dams and underwater works;
- any requests for compensation as a result of the mining activity, carrier works, excavation works;
- railways, metro lines, trolley or tramway lines;
- the manufacturing, storage, loading, destruction and transport :
 - a) of fire works, ammunition, slow-matches, cartridges, gun-powder, nitro-glycerin or any other explosive;
 - b) Gas or other gas causing pressure in containers, other than butane or container under little pressure;
 - c) Armament and arms.
- the prospecting, extraction, refining, production, storage or distribution of fuels;
- waste collecting points;

- any damages having as direct or indirect cause the exposure to magnetic or electromagnetic fields and/or radiations caused or generated.
- the excess for material damages, provided for in the Policy, that is to be borne by the Insured party, for each Event insured.

4.2. No compensations shall be granted if the damage was caused:

- a) by an Act of God (external circumstance, unforeseeable and invincible, with no connection with the thing having caused the damage or with its natural characteristics) such as thunder, flooding, snow avalanches, hurricane or other natural events;
- b) out of the exclusive fault of the damaged person;
- c) out of the exclusive fault of a third person, for which the Insured party is not liable before the law.

4.3. The Insurer shall not pay the Insured party for the losses caused directly or indirectly by the dysfunctionalities of a computer, data processing equipment, integrated circuit or other similar equipment, in the Insured party's property or use.

5. LIMIT OF LIABILITY

5.1. The limit of liability per event and in total is of 100.000 EUR/credit card.

6. INSURED PARTY SPECIAL OBLIGATIONS

6.1. To communicate, in writing, the claims formulated by the damaged parties and to submit any deeds received in connection with the occurrence of the event insured.

6.2. Not to make any offer, promise or payment, without the Insurer's written approval, otherwise such shall not be opposable to the Insurer.

6.3. To defend itself within the proceedings taking into account the Insurer's potential recommendations, including in so far as the hiring of a defensor in first instance and the forms of appeal.

7. ACKNOWLEDGEMENT, ASSESSMENT AND PAYMENT OF CLAIMS

7.1. The acknowledgement, assessment and payment of compensations shall be made by **GROUPAMA**, directly or through representatives, with the Insured party or the representatives thereof. It may be agreed, by mutual agreement that these operations should be made with the participation of experts also.

7.2. The compensations shall be established based on the agreement between the Insured party, the damaged party and the Insurer (amicably) or by legal decision, in accordance with the Romanian legislation.

7.3. In case of damages caused to goods, the compensations cannot exceed the value thereof at the date the insured event occurred. Thus, the compensations represent the cost of repair, rebuilding or restauration of the damaged goods or the cost of purchasing goods that are similar to the damaged ones (from a technical and seniority standpoint) out of which the wear and tear and/or the value of the rests that may be recovered can be subtracted.

7.4. As a result of the occurrence of the Insured event, the Insured party shall submit to the Insurer:

- the bill of quantity for the repair works to the damages caused to buildings or other constructions, vehicles, installations, devices etc., including the dismantling and mounting necessary to these works;
- the building's design or the damaged or destroyed building;
- the inventory of the existing goods prior to the occurrence of the event and of those left after the event occurred, as well as the damaging level;
- other deeds: reception verbal minutes, invoices, transport documents.

7.5. The quantum of the compensation shall not exceed the limit of liability per event regardless of whether the damage registered is total or partial. In case the event insured led to both material damages and bodily injuries, the compensation of bodily damages shall be primordial, while the compensation for material damages shall be made within the limit of the liability per event.

7.6. In case of bodily damages, the compensations represent, within the limit of the liability undertaken by the Insurer, the expenses necessary in order to reestablish or improve the health condition, uncovered by the social security system, incurred by said person during the time ranging from the occurrence of the accident until the capacity to work is recovered.

7.7. In case of death, the compensations shall cover, within the limit of the liability undertaken by the Insurer:

- a) funeral-related expenses, based on substantiating documents;
- b) transport-related expenses, substantiated with deeds, from the city where the death took place to the city where the funeral is held;
- c) the net income uncarried out and the potential other expenses made (if such were caused by the accident) during the period of time ranging from the date the insured event occurred until the death date;
- d) periodical payments (survival allowance) of those entitled to, in accordance with the law.

7.8. If it is established, by judiciary resolution ruled final, that the compensation should be paid as periodical payment (survival allowances), the Insurer shall pay the amount established under these conditions. If after the entry into force of the payment obligations of **GROUPAMA** and until the amount insured is exhausted, the health condition of the injured person as improved and the quantum of the initial compensation is no longer justified, the Insurer may either reduce the compensation or stop paying it.

7.9. If on the date the insured event occurs, other insurance policies are being taken out by the Insured party with various insurers, that cover losses falling under the scope of this insurance cover, the Insurer pays compensations based on the agreement on a pro rata basis with the ratio between the limit of liability per event provided for in the policy and the total of liability limits for all the insurance policies on-going, based on which it is entitled to receive compensation.

7.10. If the goods damaged or destroyed, for which compensations are due, have been insured by their holder (damaged third party), the Insurer shall grant the latter compensations within the limit of the difference between the quantum of the claim and the compensations granted as per the insurance policies concluded (If such compensations have been cashed in).

7.11. The quantum of compensations shall be established based on the understanding between the parties, either by final judiciary ruling. The agreement can be made between the Insured party and the damaged parties, concerning their claims for compensation, with the Insurer's approval. The establishing of compensations based on the parties' agreement, with the Insurer's approval, shall be made in all cases where the Insured party's civil liability is clearly indicated in the occurrence of the claim and the damaged party provides evidence of the material damage incurred.

7.12. After each compensation paid and in case the liability limit was not reached for the insured period, such shall be reduced as of the date of the insured event with the amount due as compensation and the remaining insurance premium shall be unchanged. At the Insured party's request, the liability limit may be completed by paying an additional insurance premium.

7.13. In case a claim occurred as a result of the simultaneous or successive action of several persons, without possibility to establish that the claim was caused or that it should not have been caused by the sole fact of that person, such are jointly liable, having the capacity as co-authors with respect to the damaged party. In case the damaged party has contributed by its own fault to the occurrence of the event of the increase of the claim, the person held liable shall be liable only for that part of the damage that it has caused (joint fault). In cases like these, the extent to which person is liable shall be that indicated by the deeds. If the deeds do not indicate the extent of liability for each person, such shall be divided in equal parts on a pro rata basis with the parties involved in this accident. In any situation the Insurer is liable only within the limit and for the part of claim that the Insured party has caused, the parties agreeing that the Insurer's liability should be dividable.

7.14. GROUPAMA may also grant its approval in order for the compensation to be established also based on the agreement between the parties (amicably), if such is less than the limit of liability per event and if by means thereof the event insured is deemed as concluded. The extent of compensation can be established also by judiciary or arbitration resolution but it cannot exceed the limit of liability per event.

7.15. No compensations by parties' agreement can be established under the following situations:

a) the accident is the object of criminal proceedings. If the criminal proceedings can be extinguished by the parties' agreement (bodily damages committed by breach but for the healing of which the medical care services do not exceed 60 days) or if the resolution of the criminal court is final, but the establishing of civil compensations shall incumb on the civil courts, **GROUPAMA** shall take over the obligations to compensate;

b) the persons liable for the occurrence of the claim, the causes or the circumstances of the occurrence of the event insured or the claim quantum.

7.16. The substantiating deeds concerning the causes, circumstances and claims caused shall be drafted by the competent authorities (police, fire-fighters, other competent bodies). In lack thereof, the evidence can be obtained by other legal means.

7.17. The humanitarian deeds towards third parties having incurred bodily damages that could be imputable to the Insured party shall be deemed an acknowledgement of the liability thereof, nor as a beginning of understanding between the parties. These expenses shall not be covered by this policy.

7.18. The compensation shall be paid directly to the damaged party, by notifying the Insured party in writing, if the damaged person was not indemnified by the Insured party. The compensation can be paid to the Insured party also provided it is able to prove that he himself has compensated previously the person damaged and if this evidence is approved by **GROUPAMA**. By the payment of the compensation all the further claims of the Insured party with respect to the Insurer shall be extinguished.

7.19. The payment term for the compensation is of 30 calendar days as of the date of submission with the insurer of the last document necessary in order to carry out such payment.

8. SPECIAL FINAL PROVISIONS

8.1. Within the limit of the compensations paid to the Insured party, **GROUPAMA** is subrogated to all the rights thereof against the parties liable for the occurrence or increasing of damages, provided that such should not be the Insured party or its representatives. The Insured party is liable before **GROUPAMA** for the damages brought by deeds that would preclude the exercise of the right provided for here above.

8.2. The third party damaged can exert its rights against the Insured party or directly against the Insurer within the general prescription term of three years, running from the date when such became aware or should have become aware both of the occurrence of the claim and the person having caused it. If the Insured party has paid the compensation to the third party damaged, then the Insured party's right to action in order to obtain the compensations from the Insurer shall be prescribed within two years' term as of the date the compensation was paid by the third party damaged.

Section III

LEGAL ASSISTANCE INSURANCE COVER IN CASE OF MOTOR ACCIDENT

- special conditions -

1. OBJECT OF INSURANCE

1.1. In accordance with these insurance conditions, within the limit of the liability undertaken under the agreement and in consideration of the insurance premium cashed in, **GROUPAMA** provides insurance cover to the holders of active Credit Cards, mentioned in the **Table of risks insured for the Insured parties, physical entities, clients of BRD** – as per the tables A and B, for the risks provided for under Chap. "Risks covered" of these special conditions, granting compensations for the following material damages for the occurrence of which the Insured parties are liable in front of the law, with respect to damaged third parties.

2. RISKS INSURED

2.1. Under the legal assistance agreement in case of motor vehicle accident, **GROUPAMA** shall grant compensations for legal assistance fees and other expenses (fees, caution, expert's fees etc.) carried out abroad and afferent to judiciary proceedings the Insured party is involved in as a result of having committed, while travelling abroad, an offence by breach (save for third degree murder), a contravention or a fact having caused damages committed by breach, in the following conditions, cumulatively :

a) the Insured party has committed the deed while driving a vehicle;

b) a civil, criminal or contraventional action (proceedings) was/were commenced against the Insured party, and the latter has immediately notified the Insurer by sending, in copy, all the documents received;

c) before carrying out any expense in connection with the case or contracting legal assistance services, the Insured party shall obtain the written approval of the insurance company (if the legal representative proposed by the Insured party is not approved by the insurance company, it will propose a new one and if the Insured party does not accept it, the Insurer will have the right to refuse to reimburse the fees of the representative chosen).

3. SPECIAL EXCLUSIONS

3.1. **GROUPAMA** shall not have any payment obligation concerning a request for compensation regarding the legal assistance expenses incurred in connection with a motor vehicle accident:

- a) The Insurer shall not reimburse the fines, the delay penalties, the damages-interests or the trial-related expenses carried out by the adverse party and to which the Insured party is bound to.
- b) The cases where the Insured party was involved in a motor accident and was driving a vehicle uncovered by the mandatory third party liability policy, it did not have the owner's consent, did not have a valid driver's license for that category or it did not have on it the vehicle registration certificate are excluded from this insurance cover.
- c) The apparent errors in connection with the legal assistance shall also be excluded from this cover, as well as the cases where the event insured is covered by legal protection insurance (of this type) taken out previously.

4. TERRITORIALITY

4.1. This section is valid throughout Europe.

5. AMOUNT INSURED

5.1. The indemnification limit per event and in total for legal assistance expenses the Insured party is bound to pay subsequent to a motor vehicle is of 10.000 EUR/credit card holder.

The total indemnification limit per year of insurance shall be diminished by the value of the indemnifications due and/or paid, in the chronological order in which the insured events occurred.

Section IV

INSURANCE COVER FOR DOCUMENTS, CARDS AND THE GOODS PURCHASED BY MEANS THEREOF

- special conditions -

1. RISKS INSURED

1.1. The risks insured are those described under each sub-section individually:

Sub-Section 1: Fraudulent use of credit cards

Sub-Section 2: Insurance of documents

Sub-Section 3: Insurance of the goods purchased by means of the credit cards,

Sub-sections that are part of the General Conditions.

2. SPECIAL EXCLUSIONS

2.1. Goods excluded

Any other good except for cards, documents and the goods purchased by means of these cards, mentioned under Sub-sections 1, 2 and 3.

2.2. Risks excluded

Any claim, direct or indirect, triggered or aggravated by:

2.2.1. Any other risk than those mentioned in the Sub-sections 1, 2 and 3 of the Specific conditions regarding the insurance of cards, documents and the goods purchased by means of these cards;

2.2.2. The intention as a form of guilt, of:

- the Insured party, the Beneficiary, the Contracting party;

- the physical entities living on a permanent basis with the Insured party, the Beneficiary, the Contracting party;

- the legal representatives of the Insured party, the Beneficiary, the Contracting party and/or the Employees thereof.

2.2.3. War (even undeclared), civil war or war operations, invasion, military occupation, insurrection, sabotage, military dictatorship or usurpation of power, the action of groups of malicious persons or persons acting on their behalf or in connection with any political organization, conspiracy, confiscation, expropriation, nationalization, requisitioning, sequestration, destruction or damaging out of the order of any government as of law or as of right or of any public authority.

2.2.4. Confiscation, capturing or destruction by governmental order or by the order of a public authority.

2.2.5. Explosions or heat emanations or radiations coming from the fusion or nuclear fission, as well as by the radiations caused by the artificial acceleration of particles, ionic radiations, atomic disintegration.

2.2.6. The Insurer shall not be held liable within this agreement for the damages or the consequential losses caused, increased or triggered, directly or indirectly, by:

a) any electronic computer virus or any such things that could cause anomalies in the way ATMs function;

b) any hacker's attack on the bank server whereby they manage to obtain information related to the credit card holders;

c) credit cards that were lost or stolen with the credit card PIN code;

d) indirect damages and consequential losses.

2.2.7. Damages caused directly or indirectly by the use of goods for other purpose than their destination.

2.2.8. Damages caused directly or indirectly by terrorism, namely the deed committed by using violence, unintended and unjustified, by a person from the group or a group of persons, whereby material damages are brought to goods or to life, with the intention of influencing any political administration or in order to induce terror among the population or in some segments of the population.

3. INSURED PARTY SPECIAL OBLIGATIONS

3.1. The insured party is bound to preserve the good insured in appropriate conditions in order to prevent the occurrence of the insured event.

3.2. The Insurer has the right to diminish the compensation or even to refuse the granting thereof if it occurred in one of the following cases:

- a) The Insured party did not inform with respect to the risk circumstances or to other data that could have influenced the risk;
- b) The Insured party participated to the increasing of the risk for a claim to occur;

c) The Insured party's Interest no longer exists.

3.3. The Insured party shall take all necessary measures in order to ensure security of the credit card and/or the afferent PIN code, it shall keep this code strictly confidential, it will not disclose it to any other person and it shall not inscribe it on the credit card or on any other document; otherwise, the Insured party shall not have the right to request payment of an indemnification.

3.4. In case the insured event occurs, the Insured party is bound:

a) to inform immediately the bank and to request that the credit card should be blocked. The notification must be made within at least 12 hours as of the moment of the loss, theft or the time it became aware of the fraudulent use of the data on the credit card by a third party;

b) to request from the bank the status of the account and the confirmation that the credit card was cancelled.

c) to notify, in writing, the Insurer with respect to the occurrence of the event insured within maximum 48 hours as of the occurrence of the insured event, providing data regarding the nature and the extent of their claim. If due to the failure to observe this term, the cause of the occurrence of the event insured could not be established and the claim could not be assessed the Insurer may refuse the payment of the insurance indemnification;

d) to notify immediately, in case of fire, explosion or theft, the Insurer and the competent authorities (police, fire-fighters etc.) nearest to the place the insured event occurred, requesting the drafting of documents regarding the causes and the circumstances in which the claim and the damages caused occurred;

e) to make available to the Insurer all the documents drafted by the competent bodies as well as those necessary in order to verify the existence of goods and of the value thereof in order to establish the right for compensation.

f) to allow the Insurer to carry out investigations regarding the cause and extent of the claim, as well as the increasing of the indemnification it has to pay.

g) to take all measures in order to preserve the Insurer's right to sue for compensation, so that if the Insured party waives its rights or if, due to its breach, the exercise of the right to sue for compensation is no longer possible, the Insurer is exonerated from the obligation to pay the compensation. In respect thereto, the Insured party must refrain from concluding any transaction, must renounce to cash in or the cashing in of any transaction without the Insurer's prior approval.

3.5. In case the Insured party acknowledged the carrying out of fraudulent operations, it shall contact the Bank and the Insurer and it shall make available to them all the data requested:

a) the acknowledging deed issued by the Police whereby the occurrence of the event insured is certified, in case of theft of deeds;

b) the bank's confirmation regarding the announcement of the insured event;

c) the account extract for the last 30 days, where the unauthorized transactions shall be highlighted, made abusively by third parties;

d) copies of all the substantiating documents for the expenses carried out;

e) any other deeds drafted by the competent bodies;

3.6. If the Insured party simulates the occurrence of the insured event or it exaggerates the quantum of the claim, by using deceitful or fraudulent means or documents for justification, modifies or alters deliberately the evidence and the rests resulted from the occurrence of the insured event or it facilitates the aggravation of the claim, the insured party shall be deprived of its right to sue for compensation, and the insurance agreement shall be deemed null and void as of full right, with no notice of default or other criminal formalities.

3.7. In case the provisions here above are not observed, the Insurer may refuse payment of the indemnification.

4. DETERMINING THE QUANTUM OF THE INDEMNIFICATION AND THE PAYMENT THEREOF

4.1. If prior to the start of the Insurer's liability, the event insured occurred and the insurance cover was left without an object, or if after the start of the liability, the occurrence of the insured event became impossible, the insurance Agreement shall be disestablished as of right.

4.2. The accurate observance and performance of the conditions provided for in this agreement, if it refers to the obligations incumbent on the Insured party, as well the conjecture that the Insured party's statements are true, shall be a condition preceding any liability incumbent on the Insurer.

4.3. The establishing and the payment of the indemnification shall be made by the Insurer or by the representatives thereof.

4.4. In case of a claim, the indemnification cannot exceed the maximal indemnification limit per event, the quantum of the claim at the time the insured event occurred.

4.5. The payment of the indemnification shall be carried out by the Insurer, only after the Insured party:

a) proves the legitimacy to obtain payment of indemnification;

b) declares whether and what insurance policies it has concluded for the same risk;

c) hands over all the documentation requested by the Insurer or by the representatives thereof.

4.6. The commencement of the procedure to establish the indemnification and the assessment thereof do not represent an acknowledgement of the obligations to compensate.

4.7. The failure to notify the claims within the term provided for by these insurance conditions gives the Insurer the right to refuse payment of the compensation file.

4.8. The Insurer shall be entitled to adjourn the payment of the compensation if, in connection with the claim, criminal proceedings have been commenced against the Insured party, until the finalization thereof.

4.9. The payment of the indemnification shall be made within 30 calendar days as of the date the entire documentation was submitted, provided that the Insured party should have submitted, as per the provisions of these conditions, all the documents requested by the Insurer for the claim file.

4.10. The indemnifications shall be paid to the Insured party/Beneficiary in the currency the insurance premium was paid in.

5. RECOVERIES

5.1. The amounts recovered after the compensation was paid shall remain incumbent on the insured party for that part of claim he is liable for. The remaining difference in the sum shall be refunded to the Insurer up to the amount of the paid as compensation.

5.2. In case the goods that were purchased fraudulently by the third parties with the credit card insured are recovered, such shall be provisioned and the amounts obtained from the sale of goods shall be divided between the Insured party and the Insurer on a pro rata basis with that part of the claim paid by the Insurer and that borne by the Insured party.

5.3. In case the value of the claim is higher than the maximal indemnification limit per event, established in the policy, the division of the amounts recovered shall be made by reference to the maximal indemnification limit/event and not to the value of the claim.

SUB-SECTION 1 – FRAUDULENT USE OF CREDIT CARDS

A. OBJECT OF INSURANCE

Under this Section the active credit cards, mentioned in the **Table of risks insured for the Insured parties physical entities clients of BRD – as A și B** are covered.

B. RISKS COVERED

1. The Insurer shall grant compensation for the financial losses incurred by the Insured party in case of fraudulent payment and cash withdrawal carried out by an unauthorized user by using the lost or stolen credit card during the insurance validity period, provided that these fraudulent operations were carried out at the time of the loss/theft of the credit card and the time the Contracting party was notified by the Insured party in order to block the credit card account.

2. within the indemnification limit mentioned, the insurance shall cover only those transactions unauthorized carried out by third parties with the stolen or lost credit card, transactions which are insured as per paragraph 1 here above and which take place at least maximum 12 hours prior to the moment when the Insured party notified the bank with regard to the loss or the theft of the credit card.

C. SPECIAL EXCLUSIONS APPLYING TO SUB-SECTION 1

GROUPAMA shall not grant compensations for:

- a) the indeliberate error or the fraud committed by the Insured party and/or by one of its keens (spouse, parents, grand-parents, children);
- b) the incorrect use of ATMs;
- c) blocking/capturing of credit cards in ATMs;
- d) the situation in which the Insured party is late or omits to notify the Contracting party in order to “block” the credit card account within 12 hours as of the moment of loss, theft or the time it has become aware of the fraudulent use of the data on the credit card by a third party.

D. TERRITORIALITY

The insurance cover is valid all over the world save for Romania, the country of citizenship or of residence of the Insured party.

E. AMOUNT INSURED – LIMIT OF INDEMNIFICATION

The indemnification limit per event and in total is of 500 EUR/credit card.

The value of compensation does not include the expenses in relation to the notification and replacement of the credit card.

The indemnification limit in total per year of insurance shall be diminished with the value of the compensations due and/or paid, in the chronological order the insured events occurred.

SUB-SECTION 2 – DOCUMENT INSURANCE

A. OBJECT OF INSURANCE

The losses of documents by the holders of the active credit cards, mentioned in the **Table of risks insured for the Insured parties - physical entities clients of BRD** – in accordance with tables A and B are insured under this sub-section. By documents we mean the deeds issued on behalf of the Insured party, such as: the Identity Card or Bulletin, the Passport, the Driver’s License, Travel and Business permit.

B. RISKS COVERED

GROUPAMA shall grant compensations for the expenses carried out by the Insured party in order to replace its documents, due to damages occurred as a result of the theft/loss thereof, concomitantly with the active credit card, within the limit of the amount insured.

C. SPECIAL EXCLUSIONS APPLYING TO SUB-SECTION 2

GROUPAMA does not grant compensation for:

- a) the deliberate fault or fraud committed by the Insured party and/or by one its keens (spouse, parents, grand-parents, children);
- b) any other document that is not mentioned under Object of insurance;
- c) any document that is not mentioned in the Police deed.

D. TERRITORIALITY

This sub-section is valid throughout Europe.

AMOUNT INSURED – LIMIT OF INDEMNIFICATION

The indemnification limit per event and in total is of 400 EUR/credit card.

The indemnification limit in total per year of insurance shall be diminished with the value of the compensations due and/or paid, in the chronological order the insured events occurred.

SUB-SECTION 3 – GOODS PURCHASED WITH THE CREDIT CARD

OBJECT OF INSURANCE

Under this Sub-section the damages caused to the goods purchased by means of the active credit cards, mentioned in the **Table of risks insured for the Insured parties - physical entities clients of BRD** – in accordance with tables A and B are insured within 30 days as of the date of purchase of said good.

A. RISKS COVERED

- a) breaking and entering or acts of robbery;
- b) the destruction or the deterioration of the goods purchased, as a result of one of the events mentioned here under.

Are deemed accidents covered by this policy the material damages caused by:

- Fire with or without flame, explosion, thunder;
- Fire extinguishing operations or operations to limit the damages as a result of a fire, leaks of the fire extinguisher automated systems;
- Flooding due to natural causes, the water coming from pipes, rain water;
- Natural disasters of an intensity that may trigger damages (land slides, storm, torrential rain, avalanches, hail).

C. SPECIAL EXCLUSIONS APPLYING TO SUB-SECTION 3

GROUPAMA shall not cover under this agreement the following goods:

- Precious stones, platinum, gold, silver objects, precious and/or valuable objects;
- second hand purchased goods;
- this insurance policy does not cover the spare parts and the materials subject to intense and repeated or periodical changes, due to their specific function and composition, expendables, such as but not limited to: developing fluids, reactants, toners, cooling and extinguishing environments, or other functioning environments, hot coding foils, films, image and sound bearers, combinations film/pellicule, special treated paper, character support, line grating, droppers, all types of tools, fuses, light sources, unchargeable batteries, filters, belts cathodis tubes, lase, X-rays tubes etc.;
- software;
- planes, crafts, terrestrial vehicles and their interior or exterior accessories;
- magnetic tape registrations, disks and other supports to preserve information for automatic processing;
- money, valuable papers, registers or titles, deeds, manuscripts;
- postal stamps, paintings, sculptures, collections that have an artistical, scientific or historical value;
- assets that can no longer be used in accordance with their destination, due to degradation, greenhouses, solararia;
- living animals, plants;
- buildings or constructions thereof, including the finishing ones.

D. TERRITORIALITY

This section is valid for the goods purchased with the credit card, on the Romanian territory.

AMOUNT INSURED – LIMIT OF INDEMNIFICATION

The indemnification limits are as follows:

- indemnification limit per event and in total is of: 1.000 EUR/card bancar.

The indemnification limit in total per year of insurance shall be diminished with the value of the compensations due and/or paid, in the chronological order the insured events occurred.