

## TERMS AND INSURANCE CONDITIONS of Travel Insurance Abroad attached to Gold and Platinum cards

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**These Insurance Terms and Conditions of Travel Insurance abroad attached to Gold and Platinum cards are offered in accordance with the Group Insurance Agreement No. 5 from 06.12.2019 concluded between:**

**SOGESSUR S.A.**, a company governed and functioning under French Law, with registered office at: Tour D2 – 17 Bis Place des Reflets 92919 Paris La Défense Cedex France, registered in France under company number 379 846 637 RCS Nanterre, authorized by French Supervisory Authority (Autorité de Contrôle Prudentiel et de Résolution – ACPR) to operate in Romania under Right of Establishment through its Romanian branch, **SOGESSUR S.A. PARIS – SUCURSALA BUCUREȘTI**, with head-offices in Splaiul Independenței, nr.15, Bl.100, entry 1, 2<sup>nd</sup> floor, offices 2.08 and 2.09, District 5, Bucharest, Romania, phone number +4037.490.22.22 registered at the Trade Registry under n° J40/9293/2018 with Sole Registration Code: 39557849 in acting as Insurer (hereinafter referred to as “**SOGESSUR**” or “**Insurer**”) and **BRD - Groupe Société Générale SA**, a credit institution governed and functioning under Romanian Law, with registered office at Bucharest, Bd. Ion Mihalache no. 1-7, District 1, phone number +4021.301.61.00, fax +4021.301.66.36, registered with the Trade Registry under n°.J40/608/19.02.1991, registered in the Bank Register under n°. RB-PJR-40-007/18.02.1999 (hereinafter referred to as “**BRD**” or “**Policyholder**”).

The Insurer, the Insured (as is defined below) and the Policyholder shall be hereinafter referred to individually as the “Party” and collectively as the “Parties”.

This Group Insurance Agreement covers the Medical expenses and Medical assistance in case of Sudden Illness and Accident / Theft, damage or delay of Luggage / Flight delay or cancellation / travel cancellation, modification or interruption and Road assistance for natural persons holders of a Gold or Platinum Credit/ Debit Card during a Travel abroad or in connection with a Travel abroad.

### ARTICLE 1 – PREAMBLE

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

### ARTICLE 2 – DEFINITIONS

Any references to the terms mentioned below starting with a capital letter in these General Terms & Conditions shall be deemed to mean:

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

**ACCOMPANYING PERSON** – a person travelling with the Insured and pointed out by him to accompany him during treatment or transport recommended by a physician attending him during Travel to bring Insured to his country;

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

**ANNIVERSARY DATE** – the last day of the former Insurance Period, when the renewal of the Insurance Agreement may operate.

**ASSISTANCE COMPANY** – Company appointed and empowered by the INSURER, which grants services to the Insured on behalf thereof, to fulfill the contractual terms.

Europ Assistance Magyarország Kft. Budapest – the Bucharest Branch, Romania, with its Registered Office in Bucharest, District 6, 060042, Riverside Tower, 291 – 293 Splaiul Independenței, 5th floor, registered at the Trade Registry Office attached to the Bucharest Court of Law, under no. J40/6185/2007, Tax Identification Number: RO 21451321, duly represented by Mr. Kalmar Laszlo, acting in his capacity as CEO.

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

- a) spouse,
- b) children in equal parts - in the absence of a spouse,
- c) parents in equal parts - in the absence of a spouse and children,
- d) siblings in equal parts - in the absence of a spouse, children and parents,
- e) or, if there are no beneficiaries in the first 4 categories, the heirs of the Insured in parts they inherit from the Insured.

**BURGLARY** – Unlawfully entering, in any way, a house, a room, an outbuilding or any fenced premises related to them, without the consent of the Insured, which uses such premises, or the refusal to leave them.

**CO-TRAVELLER** – a person who participates in the same Travel as the Insured, namely designated on a Travel contract (ie hotel reservation, booking, plane tickets etc)

**CLOSE PERSON** – spouse, partner, children, parents, grandchildren, grandparents and siblings up to the second degree inclusive;

**CREDIT/ DEBIT CARD** – Electronic payment instrument attached to a Current Account and issued by BRD for natural person being one of the followings:

- the card category **GOLD** contains:
  - o MasterCard Gold Lei (MCG),
  - o MasterCard Gold Euro (MGE),
  - o Visa Gold Lei (VGD),
  - o New Credit Card Gold (NCC).
- the card category **PLATINUM** contains:
  - o MasterCard Platinum Lei (MPD),
  - o MasterCard Platinum Euro (MPE),
  - o MasterCard Platinum Revolving (MPR).

**DISEASE** – any condition causing disturbances in the functioning of the systems or organs of the Insured or Co-traveller, beyond control of them, resulting from a dysfunction that can be diagnosed by a Physician, requires treatment, diagnosis or rehabilitation

**EPIDEMIC** – occurrence of infections or infectious Diseases in a given area in an amount clearly larger than in the previous periods, or occurrence of infection or infectious diseases which have not occurred before;

**HIGH RISK SPORTS** – the following sports activities which require above-average skills, courage and acting under high-risk conditions and which require usage of adequate sport equipment:

- a) off-road riding, quads,
- b) water skiing, jet skiing, wakeboarding,
- c) gliding, ballooning, parachuting, paragliding,
- d) alpinism, mountaineering, bouldering, climbing, rock climbing, speleology with the use of safety and protection gear or requiring the use of such gear,
- e) rafting and all its variations, or other water sports performed on mountain rivers,

- f) canyoning (sliding down through riverbeds using the following techniques: climbing, swimming, diving),
- g) diving with the use of specialist gear (scuba diving), free diving, shipwreck diving and cave diving,
- h) sailing more than 20 nautical miles from the shore as a crew,
- i) surfing, windsurfing, kitesurfing,
- j) off-piste skiing or snowboarding,
- k) extreme skiing and snowboarding: ski-touring, extreme downhill, free skiing, free ride, alpine snowboarding, speed snowboarding, jumps and aerial tricks, boardercross, snowscoting, mogul skiing,
- l) bobsleigh, skeleton
- m) snowmobiling, snake gliss, snow kiting, snowtricking, icesurfing,
- n) bungee jumping,
- o) martial arts and defense sports,
- p) horseback riding, polo, camel riding,
- q) mountain cycling, downhill cycling (time trial cycling down steep, natural slopes),
- r) participation in survival-type excursions or in excursions to locations that require the use of safety or protection gear, characterized by extreme climate or natural conditions: desert, mountains higher than 3000 m above sea level, the bush, the Earth's poles and polar regions, the jungle, glaciers or snow-covered areas, provided that excursions to glaciers or snow-covered areas require the use of safety or protection gear;

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

**DIAGNOSIS:** accurate framing/identification, by a physician, of the ailment having required emergency care.

**INCEPTION DATE** – the date when the following conditions are cumulatively met: (i) the Credit/ Debit Card is activated (first financial transaction) (ii) the Insurance Contract between BRD (Policyholder) and Insurer is in force.

**INSURANCE AGREEMENT/ INSURANCE** – these Insurance Terms and Conditions offered by the Insurer through BRD to the BRD Client holders of Gold or Platinum cards.

**INSURANCE CERTIFICATE** – Document issued by the Insurer, according to the Civil Code which contains, among others, the contact information of the Insurer, the Policyholder, the Assistance Company, the identification information of the Insured, as well as the benefits and Duration of insurance;

**INSURANCE INDEMNITY** – sum paid by the Insurer to the Insured/ Beneficiary due to occurrence, during the Insurance Period, of a given Insured Event.

**INSURANCE PERIOD** – the insurance period is 12 calendar months beginning at the Inception Date, automatically renewed at the Anniversary Date and ending at the occurrence of a termination case.

**INSURANCE PREMIUM** – annual premium due by the Policyholder to the Insurer, calculated for one year of insurance for each Insured included into the Group Insurance Agreement.

**INSURED** – any natural person holder of an Active Credit/ Debit Card issued by BRD and meets the cumulative conditions: (i) having permanent residency in Romania, (ii) with a minimum age of 18 years and a maximum age of 70 years, as well as the Insured's Relatives if

travelling together with the card holder, during the same period and for the same purpose.

**INSURED EVENT** – the occurrence of an unexpected event and outside the control of the Insured included in the events specified in the General Terms and Conditions as covered by this Insurance.

**INSURED'S RELATIVES** – Husband/ wife between 18 – 70 years old and children between 0 - 18 years old, of the card holder.

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

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

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

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

**PERSONAL DAMAGE** – any damage occurred due to injury or health disorder;

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

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

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

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

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

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

**TERRORIST ATTACK** – act of violence constituting a criminal or illegal attack against persons and / or property in the country in which is the Insured, having for the purpose of seriously disturbing public order. This attack will have to be recorded by the Ministry of Foreign Affairs of the country of Travel.

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

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

**TRAVEL** – Travel of the Insured, for the tourism purpose, outside the territorial borders of Romania or the residence country, which does not last longer than 30 consecutive calendar days from the moment the borders are left until the moment of return within said borders.

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

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

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

### ARTICLE 3 – ENROLMENT INTO INSURANCE

3.1. The insurance takeover is certified by the Insurance Certificate issued for each Insured.

3.2. The Policyholder shall provide to the Insured with these Insurance General Terms and Conditions defining the guarantees, their conditions of entry into force as well as the formalities to be completed in the event of a claim.

### ARTICLE 4 – INSURANCE INCEPTION AND INSURANCE PERIOD

4.1. The Insurance Agreement will come into force from 0:00 on the next day after the Credit / Debit Card is activated, under the condition of performing a financial transaction.

4.2. The Insurance Agreement is valid until the Anniversary Date and automatically renewed for subsequent Insurance Periods, based on tacit renewal, as long as the Credit / Debit Card remains activated (at least a financial transaction at each 12 months since the first financial transaction), except in case of termination mentioned in Art. 10.

Should the period for providing assistance be longer than the period of insurance, the Insured will be assisted according to the present insurance until the repatriation is carried out or the health is recovered, whatever comes first, up to the limit of the insured sum, for maximum 15 (fifteen) calendar days from the date from which the policy expired.

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

### ARTICLE 5 – TERRITORIALITY

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

## ARTICLE 6 – OBJECT OF INSURANCE/ INSURED RISKS

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

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

### 6.1. MEDICAL EXPENSES AND MEDICAL ASSISTANCE

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

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

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

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

- a) emergency transport of the Insured to the nearest Physician or hospital: the Insurer through Europ Assistance shall select a Physician or hospital, book a spot and organize transport to the medical facility, if it is required by the condition of the Insured;
- b) emergency transport of the Insured between medical facilities: if the medical facility where the Insured is does not ensure medical care adjusted to his condition in compliance with a documented recommendation of the attending physician, the Insurer through Europ Assistance shall organize the transport to the appropriate medical facility;
- c) organization and costs of transport in economic class, accommodation and alimentation of one Insured's relative in the case of the Insured's Hospitalization abroad longer than 10 days;
- d) organization and transport of the Insured back to the place of accommodation after the Insured is provided medical assistance, if the attending physician recommends so,

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

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

The maximum Insurance Indemnity is:

**50 000 EUR** per Insured Event with a limitation of **100 000 EUR** per Insurance period, with the following sublimits:

- Emergency dental treatment: **300 EUR** per Insured Event,
- Visit of an Insured's relative in case of Hospitalization longer than 10 days :
  - transport: up to **500 EUR** per Insured Event,
  - Accomodations and meals: up to **100 EUR** per day, limited to 7 days.
- Repatriation for mortal remains: **7 000 EUR** per Insured Event.

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

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

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

The Insurer shall not indemnify MEDICAL EXPENSES and MEDICAL ASSISTANCE costs and shall not organize services related to it, if there were medical contraindications to go abroad for the Insured or before

Travel there were indications to have a surgical procedure conducted or to be hospitalized if they affected the occurrence of the Insurance Event.

The Insurer shall not be liable for the costs of:

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

#### 6.1.6. IF AN INSURED EVENT OCCURS

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

- immediately report the event to Europ Assistance: in the case when Insurance Indemnity of the Insurer are subject to reimbursement, the Insured shall be informed about the Insurer's acceptance to cover or reimburse the costs before undertaking any activities on their own; if it is not possible to report the event included in insurance protection

directly by the Insured, the event may be reported by a person acting on their behalf,

- provide necessary information requested by Europ Assistance: name and surname as well as details of the place of stay, allowing Europ Assistance to contact the Insured,
- follow the recommendations of Europ Assistance,
- try to alleviate consequences of the event,
- in case of personal damage, allow access to all medical information related to the reported event for Physicians authorized by the Insurer,
- allow Europ Assistance to perform activities necessary to establish circumstance of the damage, the validity and amount of the claim, and secure evidence of the event as well as provide assistance and clarifications for this purpose,
- use available measure to rescue the Insured and to prevent damage or reduce its scope,
- secure the possibility to claim damages against people liable for the damage.

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

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

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

#### 6.1.7. SETTLEMENT OF THE INSURANCE INDEMNITY

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

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

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

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

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

#### 6.2. LUGGAGE PROTECTION

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

- **theft of Luggage as a result of**
  - o Robbery,

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

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

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

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

### 6.2.3. MAXIMUM INSURANCE INDEMNITY

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

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

### 6.2.4. SPECIFIC EXCLUSIONS APPLICABLE TO LUGGAGE PROTECTION

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

- a) objects made of silver and gold, precious and synthetic stones, platinum and other platinum group metals, silver and gold coins, noble organic substances, pearls, amber, corals, gold, silver and platinum in scrap and in bars,
- b) furs, watches, works of art, antiques and collector's collections, documents and manuscripts, musical instruments, things of scientific and artistic value, weapons and hunting trophies with cases, items in numbers indicating a commercial purpose,
- c) cash value, securities, bankbooks and savings bonds, payment cards of all kinds and tickets to travel by means of communication,
- d) Portable electronic equipment not being under direct supervision of the Insured,
- e) computer programs, data on mediums,
- f) items used in commercial, service and production activities,
- g) items and merchandise, including Portable electronic equipment, assigned by nature or purpose to the Insured's Professional activity.
- h) sports equipment,
- i) medical equipment, medications, corrective glasses, contact lenses, Prosthesis and other medical devices and rehabilitation equipment,
- j) goods, groceries and all types of stimulants,
- k) damage or theft of car equipment,
- l) damage of theft inside a tent,
- m) damage occurring as a result of theft without breaking in,

- n) damage, destruction or loss of things in relation to their use, self-ignition, self-destruction or leakage, and in the case of breakable things or things in glass containers – smashing,
- o) damage occurring in electric apparatus and devices as a result of their defects or as a result of electric current during operation, unless electric current caused fire,
- p) aesthetic damage,
- q) damage involving only damage or destruction of cases, trunks or other Travel luggage containers,
- r) damage occurring as a result of confiscation, detention or destruction by customs authorities or other authorities,
- s) damage not reported to the police or the carrier immediately after the occurrence of the incident,
- t) Financial damage of lost profits which the injured could have obtained, if no damage were inflicted.

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

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

### 6.2.5. IF AN INSURED EVENT OCCURS

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

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

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

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

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

### 6.2.6. SETTLEMENT OF THE INSURANCE INDEMNITY

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

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

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

### 6.3. FLIGHT DELAY – FLIGHT CANCELLATION

6.3.1. As part of a Travel and provided that :

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

### 6.3.2. MAXIMUM INSURANCE INDEMNITY

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

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

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

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

Are also excluded:

- f) delay or cancellation of flight that the Insured has not previously confirmed, unless prevented by a strike or a case of force majeure;

- g) delay or cancellation of flight operated by any air carrier included in the black list drawn up by the Commission European, regardless of their origin and destination.
- h) delay or cancellation of flight if an alternative means of transport has been made available to the Insured by the airline company within 4 hours (if the insured was travelling on a scheduled flight) or within 6 hours (if the insured was travelling on a charter flight) following the initial departure time of the booked and confirmed flight.

### 6.3.5. IF AN INSURED EVENT OCCURS

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

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

### 6.3.6. SETTLEMENT OF THE INSURANCE INDEMNITY

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

### 6.4. TRAVEL CANCELLATION – INTERRUPTION – MODIFICATION (STORNO)

#### 6.4.1. The insurance cover shall start:

- for TRAVEL CANCELLATION and TRAVEL MODIFICATION from the day following the activation of the Credit/ Debit Card,
- for TRAVEL INTERRUPTION from the scheduled day of departure to Travel but not earlier than the day following the activation of the Credit/ Debit Card.

#### The insurance cover shall end:

- for TRAVEL CANCELLATION and TRAVEL MODIFICATION at the moment the Travel starts,
- for TRAVEL INTERRUPTION on the last day of the Travel however not after the last day of Insurance Period.

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

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

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

The guarantees TRAVEL CANCELLATION and TRAVEL MODIFICATION are alternative. By consequence, the Insurance

Indemnity related to TRAVEL CANCELLATION or TRAVEL INTERRUPTION is not granted to the Insured if the Travel that has been modified in accordance with the TRAVEL MODIFICATION guarantee.

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

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

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

#### 6.4.3. MAXIMUM INSURANCE INDEMNITY

The maximum Insurance Indemnity is 5 000 EUR (or its equivalent in Lei at the exchange rate communicated by the National bank (BNR) valid at the payment date) per case regardless of the number of Insureds.

In case the cost of the Travel was paid in foreign currency, the max is converted into Lei at the average exchange rate announced recently by the National Bank of Romania at the date of the claim.

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

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

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



- k) impossibility to go to the Travel due to Travel organizer.

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

#### 6.4.5. IF AN INSURED EVENT OCCURS

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

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

- Depending on the insurance incident that occurred :

Insurance Incident	Required confirming the Insurance Incident documentation
<b>1. Accident or Sudden illness</b> of the Insured or a Co-traveller	- the medical certificate specifying the date of Accident or Sudden illness
<b>2. Death of the Insured or a Co-traveller</b>	- the death certificate
<b>3. Death of a Close person of the Insured or of a Co-traveller</b>	- the death certificate,  - the proof of the relationship with the Insured or the co-traveller of the Insured
<b>4. Burglary or Robbery of documents</b> (passport, ID card, driving license entry visa) necessary for Travel belonging to the Insured or a Co-traveller	- the police report specifying which official identity document was stolen,  - the receipt of application for the new official identity document
<b>5. Mandatory subpoena</b> to appear in the court by the Insured or Co-traveller	- the official summons
<b>6. Summons of the Insured or a Co-traveller to resit examination for a diploma</b>	- the official summons/convocation

<b>7. Loss of employment</b> of the Insured or a Co-traveller, which means termination of the contract by the employer for an indefinite or specified period. Insurance does not cover employee termination of the contract (by the Insured or Co-traveller) or dismissal for misconduct.	- the decision of labor contract termination
<b>8. Determination of the Childbirth date of the Insured or a Co-traveller</b>	- the medical certificate confirming the expected date of birth
<b>9. Complications related to the pregnancy of the Insured or a Co-traveller</b> (up to 32 weeks of pregnancy)	- the medical certificate in relation to the pregnancy
<b>10. Terrorist attack</b> within 100 km of the accommodation place of Travel	- any official publication proving the record of the event by the Ministry of Foreign Affairs of the country of Travel or the country of residency.
<b>11. WHO pandemic alert</b> in the place of Travel	- any official publication of the World Health Organization proving the level of alert
<b>12. Natural disaster</b> in the place of Travel	- any official publication of the Ministry of Foreign Affairs of the country of Travel or the country of residency advising against going to the Travel's destination

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

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

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

#### 6.4.6. SETTLEMENT OF THE INSURANCE INDEMNITY

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

constitute the basis to refuse payment of Insurance Indemnity by the Insurer.

- e) Payment of Insurance benefits shall be made in Lei and it constitutes an equivalent of amounts in other currencies, documented by evidence of the costs incurred converted into Lei according to the average exchange rate of the National Bank of Romania, applicable on the day of issuing the decision about paying Insurance Indemnity within the sum insured.

## 6.5. ROAD ASSISTANCE

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

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

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

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

### 6.5.2. IN CASE AN INSURED EVENT OCCURRED AS DESCRIBED ABOVE, THE INSURER WILL ORGANIZE AND COVER :

- a) if possible, roadside repair,
- b) if not possible, towing to the nearest garage with a maximum limit of 200 km both ways,
- c) if the vehicle is stopped for more than 4 consecutive hours to carry out repairs, the Insurer will reimburse meals costs and, if relevant, accommodation costs, up to 45 EUR per person and per day with a maximum of 200 EUR per event,
- d) if the vehicle is stopped for more than 2 consecutive days, the Insurer will search and cover the costs of a rental car with a maximum of 50 EUR per day and a maximum of 100 EUR per event.

### 6.5.3. MAXIMUM INSURANCE INDEMNITY

The maximum Insurance Indemnities per Insured Event are :

- Roadside repairs : up to 50 EUR per event,
- Towing costs, including lifting and craneing : up to 100 EUR, per event,
- Accommodations/meals : up to 45 EUR per Insured and per day with a maximum of 200 EUR per event,
- Car rental : up to 50 EUR per day with a maximum of 100 EUR per event

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

These amounts are expressed VAT included.

### 6.5.4. SPECIFIC EXCLUSIONS APPLICABLE TO ROAD ASSISTANCE

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

- a) any request for assistance concerning a vehicle not belonging to the Insured,
- b) Normal scheduled maintenance services and technical recalls,
- c) consequences of a breakdown affecting a vehicle whose lack of maintenance is obvious or which is suffering from a mechanical failure known at the time of departure,
- d) Any damage resulting from the vehicle being kept in an unroadworthy condition or not being serviced in accordance with the manufacturers recommendations,
- e) Any damage attributable to the installation of vehicle parts or to modifications not approved by the vehicles manufacturer.
- f) consecutive damage such as loss of profits, cancellation costs, missed out events,
- g) any expenses incurred without the prior authorization of Europ Assistance,
- h) Expenses which would have normally been payable by the Insured, such as fuel and toll charges,
- i) The Services will be provided subject to local availability, and regulations in force locally. Europ Assistance shall not be responsible for any delay or failure to provide the Services due to a Force Majeure event
- j) Europ Assistance is not responsible for loss of or damage to luggage or other personal effects that might occur during the Services performance.
- k) Europ Assistance cannot act as the substitute for public or private local emergency services.

### 6.5.5. IF AN INSURED EVENT OCCURS

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

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

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

### 6.5.6. SETTLEMENT OF THE INSURANCE INDEMNITY

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

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

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

- a) the behavior of the Insured being effect of the State of intoxication by alcohol, drugs or other intoxicants, psychotropic substances or substitute substances within the meaning of the relevant provisions of the law or under the influence of intoxicants or psychotropic substances or substitutes, pursuant to the provisions of counteracting drug addiction, or in the state after using drugs or other agents suppressing consciousness, except for situations when such agents were used for medical purposes and recommended by a Physician,
- b) acts of war, uproar, riots, martial law, acts of terrorism or sabotage, participation of the Insured in illegal strikes. However, the Insurer

shall be liable for Insured Event which took place as a result or in relation with acts of war or acts of terrorism, if during the Travel Abroad the Insured is in the country where acts of war and acts of terrorism started unexpectedly and suddenly. In this case the Insurer accept to maintain the insurance for the period not longer than 7 days from the commencement of acts of war or acts of terrorism, however not longer than up the 30th day of Travel or the last day of Insurance Period, only in the scope of MEDICAL EXPENSES and MEDICAL ASSISTANCE benefits. The Insurer shall not be liable if the Insured travels abroad to a country where warfare is already underway as well as when the Insured actively participates in acts of war or acts of terrorism;

- c) nuclear explosion or radioactivity;
- d) failing to observe recommendations of a Physician or to have medical procedures conducted beyond medical control or control of people authorized to do so, except for first aid provided to the Insured in relation to an Accident;
- e) lack of mandatory vaccination or preventive treatment necessary for the destination of Travel, in accordance with the international health regulation and individual requirements of countries in terms of visa regulations,
- f) attempting or committing an offense by the Insured, except from unintentionally causing a road accident,
- g) a suicide and a suicide attempt, intentional self-inflicted injury,
- h) alcoholism or mental disorders of the Insured (an illness qualified in the International Statistical Classification of Diseases and Health Problems as mental disorders or behavioural disorders including neurosis),
- i) intentional act or gross negligence of the Insured, of an Insured's relative, of a Close person or of an employee belonging to the same company as the Insured,
- j) High risk sports,
- k) sports practiced as part of a club or a federation,
- l) competitive sport and training,
- m) hunting, sport practice involving a bull, rodeo, sports requiring the use of firearms, slackline, cliff jumping, parkour, wingsuit, basejump,
- n) test drives, participation in races and amateur races requiring the use of a terrestrial, nautical or aerial engine,
- o) motor and aerial sport practice, excepting the ones listed in the High-risk sport definition.
- p) driving a motor vehicle by the Insured without the required license,
- q) participation of the Insured in a flight as a pilot, a crew member or a passenger for leisure purpose of a plane which does not belong to licensed airlines;
- r) events occurring in Romania;
- s) damage occurring directly or indirectly, as part of, or in connection with, professional activities performed abroad aimed at profit or not, including volunteering, internships and apprenticeship.

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

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

- report to Europ Assistance, using one of the following way of communication:
  - o calling on the 24/7 h service: +40 31 229 61 31
  - o by e-mail: [operation@europ-assistance.ro](mailto:operation@europ-assistance.ro)
  - o in writing at: Europ Assistance Bucharest, District 6, 060042, Riverside Tower, 291 – 293 Splaiul Independenței, 5th floor
- provide necessary information requested by Europ Assistance: name and surname as well as details of the place of stay, allowing Europ Assistance to contact the Insured,
- follow the recommendations of Europ Assistance.

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

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

Europ Assistance, in his quality of Management Services Provider of the Insurer, transfers the Insurance Indemnity to the Insured's account on behalf of the Insurer by money transfer within 30 working days following the delivery of all supporting documents.

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

The insurance coverage is terminated:

- On the date of termination of the Credit/ Debit Card Agreement for any reason whatsoever;
- By unilateral termination at the initiative of the Policyholder or of the Insurer with the notification of the parties with 20 days before the termination date.
  - In case of termination of the group policy with BRD, the insurance stops at the following anniversary date.
  - in case the Insured refuse to be enrolled into the group policy, with a written notification addressed to the Policy holder or Insurer

#### **ARTICLE 11 – CORRESPONDANCE**

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

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

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

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

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

The Insured has to send all supporting documents related to its claim file to the Assistance Services Provider of the Insurer, Europ Assistance Bucharest, District 6, 060042, Riverside Tower, 291 – 293 Splaiul Independenței, 5th floor, e-mail address: [operation@europ-assistance.ro](mailto:operation@europ-assistance.ro)

#### **ARTICLE 13 – DISPUTE SETTLEMENT**

In the case of a dispute related to the enrollement, in order to be solved in an amiable way it is possible to contact the Insurer by a written letter SOGESSUR S.A. PARIS – SUCURSALA BUCURESTI, Splaiul Independentei, nr.15, Bl. 100, 1<sup>st</sup> entry, 2<sup>nd</sup> floor, rooms. 2,08 and 2,09, District 5, Bucharest, Romania, or e-mail: [reclamatii.brdasigurarigenerale@brd.ro](mailto:reclamatii.brdasigurarigenerale@brd.ro)

Or

BRD - Société Générale SA, Ion Mihalache nr. 1-7 District 1, Bucharest, Romania, e-mail: [mybrdcontact@brd.ro](mailto:mybrdcontact@brd.ro)

The Insured has the right to file a complaint in relation to the Insurance Agreement either before the entities mentioned above or with the Financial Supervision Authority.

In absence of a favorable response, the complaint may be sent to the competent authority of the Insurer's member state – ACPR (Autorite de Controle Prudentiel et de Resolution), which will analyse it.

The Insured is entitled to proceed to alternative means for dispute settlement, according to the applicable laws.

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

#### **ARTICLE 14 – PRESCRIPTION PERIOD**

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

#### **ARTICLE 15 – THE PERSONAL DATA PROTECTION**

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

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

#### **ARTICLE 16 – FRAUD**

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

#### **ARTICLE 17 – TAX AMENDMENTS**

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

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

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

**Sogessur SA Paris prin SOGESSUR S.A. PARIS – SUCURSALA BUCUREȘTI**

**By Mr. Patrice BEGUE –Branch General Manager**

