# **Insurance Conditions for Foreign Travel Insurance Policies**



Mod 403/ Q/ QSP/ QP - April 2018

www.generali.ro

# Definitions

The following definitions are used herein:

**Insurer:** The insurance company which takes over the insured risk and with whom the Insured takes out an insurance contract, whose identification data is entered in the insurance policy.

**Contracting Party:** The natural or legal person with whom the Insurer enters into the insurance contract and who/which has the obligation to pay the insurance premiums. The Contracting Party may be the Insured or a person other than the Insured.

**Insured:** The person insured under the insurance contract taken out with the company.

**Insured event:** Sudden and unexpected event covered under the contractual conditions, which determines the occurrence of the insured risk.

**Insured risk:** Future event, possible but uncertain, for whose effects/consequences the insurance contract is taken out;

Accident: Event due to a fortuitous, violent and external cause which occurs during the policy term, regardless of the Insured's will and which results in the injury, illness or death of the Insured, thus endangering the normal continuation of the travel;

**Work accident:** Accident occurred during the fulfilment of work duties in accordance with the work schedule provided in the work contract;

**Illness:** Organic or functional change occurring unexpectedly and unpredictably to the Insured's normal state of health, diagnosed as such by a specialist physician, developed or manifesting for the first time during the policy term and which prevents the normal continuation of the travel;

Serious illness: Organic or functional change in the normal state of health which endangers the life or physical health of the Insured and obliges the Insured to:

- 1) effectively cease any activity,
- 2) undergo treatment under specialised medical supervision during hospitalization for a minimum of 2 days, or subsequent medical supervision, accompanied by a written recommendation of bed rest or not to leave the home, a recommendation issued by a medical institution authorized according to the legal provisions in force, and which makes the Insured unable to travel.

**Medical emergency:** A situation in which, in the absence of immediate medical care, the life of the Insured or his/her physical health would be endangered or irreparable consequences to his/her physical health would arise;

**Chronic illness:** Known medical or psychiatric condition, developed over a long time or frequently recurring, requiring specialist medical attention. This category includes (the list is illustrative, not exhaustive) the following diseases: diabetes mellitus, chronic hepatitis, chronic pancreatitis, rheumatoid arthritis, heart failure, etc. The chronic diseases category includes any other conditions favoured by excessive alcohol consumption, consumption of toxic substances or drugs, smoking and other illnesses with similar characteristics in terms of clinical outcome.

**Childhood diseases:** varicella, rubella, measles, mumps, scarlet fever, roseola infantum (6th disease), infectious erythema, slapped cheek syndrome (5th disease)

**Pre-existing medical condition (disease/illness):** Any illness, injury from accident or other medical condition of the Insured, diagnosed as such by a physician, existing prior to the entry into force of the insurance policy, except for fully treated acute medical conditions;

Luggage: All the goods a person takes for a journey, other than those directly on him/her;

**Compensation:** Amount to be paid by the Insurer under these insurance conditions should the insured risks be incurred; **Insurance premium:** Amount owed by the Contracting Party/Insured in consideration for taking over the risk by the Insurer;

**Insurance policy:** Document stating names signed by the parties, which evidences the conclusion of the insurance contract;

**Insurance contract:** Bilateral legal document whereby the Contracting Party undertakes to pay the insurance premium to the Insurer in consideration for taking over the insured risk. The insurance contract includes these insurance conditions, the insurance policy together with the annexes and declaration documents (if any), as well as any other documents requested by the Insurer for the risk assessment;

Package holiday: The package holiday is a combination of services for a holiday or travel which:

- lasts more than 24 hours or
- includes at least one night of accommodation.

If pre-set, the package must include at least 2 of the following services:

- transport
- accommodation
- other services which are an important part of the package (e.g. access to ski slopes during the holiday, organization of package tours).

The rules on package holidays also apply in cases where the package components are invoiced separately and purchased by the client via the same legal entity. The services purchased separately from different legal entities are not considered package holidays.

**Medical repatriation:** The Insured's transportation under special conditions from abroad to the hospital nearest to his/her home that can provide the appropriate treatment, or to the home to the Insured, as well as the transport of an accompanying healthcare professional, if recommended by the physician;

**Repatriation of mortal remains:** The repatriation to the country of domicile or residence of the Insured's mortal remains as a result of death resulting from the occurrence of an insured event during the policy term; **Mountain climbing:** For the purposes of these conditions, mountain climbing means travelling on marked mountain trails of average or high difficulty, requiring adequate hiking equipment.

This does not include marked trails which can be travelled by public and private transportation means (e.g. private car, train, coach).

# GENERAL PROVISIONS (applicable to all insurance variants).

## 1. Object of the insurance

Under the insurance policy taken out according to these insurance conditions and in return of the payment of the insurance premium by the Contracting Party/Insured, the Insurer covers the insured risks incurred by the Insured and provided by the policy according to the insurance option

selected by the Insured/Contracting Party.

The Insured person, a Romanian or a foreign citizen, must be domiciled or resident in Romania and aged under 80 (at the date of the policy). The persons over 80 at the date of the policy cannot be included in the insurance. The persons travelling for work or study must be aged under 60.

Insured persons aged under 75 at the date of the policy can be included in the territory of the Whole World without SUA, Canada, Isreal, no more then 30 consecutive days. The risk of Insured persons aged between 76 and 80 at the date of issuance may be taken over only within Europe for no more than 30 consecutive days.

### 2. Taking out an insurance policy

The insurance policy must be taken out on the territory of Romania, before the commencement of the foreign travel, based on the Insured's passport (or identity card, if travel is possible based of this document), in original, except for the policies issued through the direct online sales website and for the policies issued for persons who are temporarily outside Romania and who acquire a package holiday for future travel, unrelated to the current travel, for which the policy must be issued on the same day as the package, with the full payment of the insurance premium. Otherwise the insurance is not valid.

## 3. Travel purpose

The insurance is valid for foreign travels performed by the Insured for:

- tourism travel for tourism, i.e. visiting a place other than the one of normal residence, for recreational activities, except for those which involve remuneration for carrying out such activities in the place visited.
- business (business trip). The "business" insurance policy can be taken out only after the submission by the applicant of documents proving that the Insured's foreign travel is work related, for attending: negotiations, talks, conferences, seminars, exhibitions or similar activities, excluding actual physical work (various trades or professions).
- for work (foreign travel for the purpose of carrying out a legal activity paid under an employment contract issued in Romania or in another country, observing the period of stay abroad in accordance with the legal regulations in force and/or with the provisions of the employment contract).
- for study (travel for a theoretical specialization, master degree, PhD degree, further education, scientific research, exchange of experience in educational institutions and other similar activities).

## 4. Underlying insured risks

- illness, serious illness;
- accident,

The Insurer bears for the Insured the emergency medical and/or repatriation expenses due to the illness, injury or death as a result of the materialisation of the insured risk during the foreign travel (outside Romania) within the policy term and in observance with the policy amount.

The transport to Romania (repatriation) of the ill, injured or deceased Insured is performed exclusively by the Insurer through the Assistance Company recorded in the policy.

## 5. Policy term

5.1 The policy term starts on the date recorded in the policy only if the insurance premium is fully paid prior to the start of the term and only after the Insured leaves the territory of Romania and it ceases on the date recorded in the policy (except for the "Storno" travel cancellation policy covered by the specific provisions in Article

20.3), and except for the cases when the Insured is not on the territory of Romania at the time of issuance of the policy covered by Article 5.5. In the case of Insureds who live abroad for more than 4 weeks and buy their online insurance from that country less than 8 days before the travel, to travel to another country.

- 5.2 The insurance policy is issued for a specified period of time, which may not be less than 3 days nor longer than 365 (366) days. For policies with an period of insurance of more than 120 days, the coverage is limited to a maximum of 120 consecutive days for each travel during the period of insurance (the Insured shall provide the Insurer documents proving the last departure from Romania), unless otherwise provided by the policy. For "work" and "study" travel, the coverage is valid for the entire period of insurance, 24/24 hours, according to the risk provided by the policy.
- 5.3. The insurance policy is valid for the duration set in the insurance contract irrespective of the number of foreign travels outside Romania during this period; the insurance ceases to be valid when the Insured is in Romania.
- 5.4. The period of insurance may be extended only in exceptional cases for a maximum of 30 days before the policy expires and only if the Insurer is notified at least 72 hours in advance and agrees to extend it by issuing a declaration document. The Insured shall make the request in writing and shall declare the existence of the damages incurred until the date of the request. The validity of the extension of the period of insurance is conditional on the payment in advance of the additional insurance premium.
- 5.5. When, at the time of taking out the insurance, the Insured is not on the territory of Romania, the Insurer's liability begins after 8 calendar days, calculated from the day following the issuance of the policy and the payment of the insurance premium.

In such case, in the event of damage, the Insured has to prove to have left Romania no more than 4 weeks before taking out the policy based on supporting documents (flight ticket, fuel bills, transport tickets, vignette, road taxes and the like), otherwise the Insurer is entitled to refuse to compensate for the claim.

## 6. Limitation of the number of foreign travel insurance policies.

- 6.1 Only one insurance policy can be taken out for each foreign travel period. The issuance of consecutive insurance policies in order to achieve the maximum period of consecutive stay is deemed as a breach of these insurance conditions.
- 6.2 If, contrary to the above, the Insured takes out several insurance policies with the Insurer, the latter covers only once the services offered, based on the first insurance policy issued.

## 7. Territorial validity

7.1 According to the Insured's option, set out in the insurance policy, the coverage is valid in:

- Europe: all over Europe, meaning Europe in its geographical sense, including the Mediterranean countries and islands, Jordan,
  - Canary Islands and the Madeira Island.
- Countries in Europe include Russia and Turkey as well.
- The Mediterranean countries and islands include: Morocco; Algeria; Tunisia; Libya; Egypt, Turkey, Cyprus; Malta. The "Cheap" Tourist insurance is valid only in: Bulgaria, Greece, Turkey or Hungary.
- Whole world (excluding USA, Canada and Israel): In all the countries of the world except the USA, Canada and Israel.
- Whole world (including USA, Canada and Israel): In all the countries of the world (including the USA, Canada and Israel).

7.2 The insurance is not valid in countries where the Insured has his/her permanent address or resides, as well as those of citizenship.

7.3 The insurance is not valid in the following countries: Iraq, Iran, Afghanistan, Syria and Lebanon.

#### 8. Insurance premium

- 8.1 The insurance premium is calculated based on the number of days of the foreign travel, the Insured's age, the territory and the purpose of the trip selected by the Insured/Contracting Party in the policy.
- 8.2 The insurance premium must be paid in full, before the inception date and the travel for which the insurance policy is taken out.
- 8.3. When the Insured takes out the policy on the territory of another country, the insurance premium must be paid in full prior to the inception date.
- 8.4. The sum insured is in accordance with the territory selected in the policy and/or the addenda. Under the insurance contract, separate sums are provided according to the risks selected and the insurance option purchased.

Following the payment of each compensation, the sum insured shall be reduced by the sum due as compensation. In case of partial damage, upon the written request of the Insured, the Insurer may restore the sum insured by issuing an addendum and in return for receiving an additional insurance premium. Should the sum insured not be restored, the compensation for subsequent damages shall be granted within the limit of the sum insured remaining from the total sum insured. In the case of total damage and use of the entire sum insured, following the payment of the compensation, the insurance contract ceases.

#### 9. Cancellation of the insurance contract by the Insured/Contracting Party

- 9.1 The Insured/Contracting Party is entitled to request the cancellation of the insurance policy no later than 24 hours prior to its inception.
- 9.2 The Insured/Contracting Party is entitled to cancel the insurance contract after the inception of the insurance policy only if he/she provides clear evidence that he/she did not travel abroad, but not later than the expiry of the period of insurance.

#### 10. Beneficiaries of the insurance policy

- 10.1 The Insured is the person entitled to benefit from the services covered under these insurance conditions. The costs for the medical services provided to the Insured (based on the original tax documents) will be reimbursed by either the Insured or directly to the healthcare provider abroad (by direct settlement between the Assistance Company and the hospital).
- 10.1 For the services provided under these insurance conditions, the Insurer pays to the party submitting the service invoice; if paid by the Insured, the Insurer will reimburse the Insured within the limits of the sum insured for such service.
- 10.2 The property rights of the Insured under the insurance policy, being of a personal nature, cannot be assigned or transferred to third parties.
- 10.3 Should the damage covered by the insurance policy be paid by a third party, the compensation shall be paid to the person entitled, according to the supporting documents, with the prior consent of the Insured or of his/her heirs.

#### 11. Exclusions from the payment of compensation under these insurance conditions

The Insurer owes no compensation when:

- the policy is issued after leaving the territory of Romania or the payment of the insurance premium is made after the Insured leaves the territorial space of Romania, except as provided in Article 5.5;
- -the claim is fraudulent or obviously exaggerated or based on false statements.

#### 12. Events not covered by the policy

- 12.1 The policy does not cover events which:
- a) occurred due to highly dangerous activities, such as, but not limited to:

mountain climbing at altitudes over 2,500 m, rock climbing, parachuting, bobsleighing, diving, skiing, acrobatic skiing, ski jumping, skeleton, caving, snorkelling, jet skiing, surfing, snowboarding, hang-gliding, bungee jumping, paragliding, gliding, aeronautics, hunting, voluntary handling of war machines;

- b) occurred during the riding of motorcycles, mopeds, scooters or ATVs (except for travel or recreational purposes on public roads), non-motorized air crafts (such as gliders), when the Insured takes part in motor sports competitions (qualifying rounds or rallies), driving classes, during the participation in professional or semi-professional sports competitions and in official training for such events.
- c) are directly or indirectly related to acts of war of any type (including civil war), military events, acts of terrorism or sabotage, revolutions, riots, strikes, acts of vandalism and other events similar to those, posing risks or occurred in countries/areas about which the Ministry of Foreign Affairs and/or the World Health Organization published travel alerts for avoiding affected areas.
- d) are directly or indirectly caused by explosions or heat or radiation emissions from nuclear fusion or fission, as well as by radiation caused by the artificial acceleration of atomic particles;
- e) occur due to acts of violence at public gatherings or rallies and sports competitions, if the Insured is an active participant;
- f) are committed intentionally by the Insured or result from the commission of certain offenses by the Insured;
- g) are caused by the suicide or attempted suicide of the Insured;
- h) occur during physical work (performance of various trades or professions), except for "work" foreign travels;
- i) are incurred by the Insured as a result of consumption of alcohol, i.e. 0.2 g/litre of pure alcohol in the blood, or drugs, abuse of medicinal products, consumption of narcotic or hallucinogenic substances;
- j) occur as a result of travel by means of aircrafts not belonging to an airline authorized for the carriage of passengers;
- k) are due to the non-observance by the Insured, as driver, of international regulations on public road traffic;
- are due to the non-observance by the Insured, in the case of persons whose professional activity involves physical work, of occupational safety rules of the countries in which they work;
- m) are due to activities not covered by the stated purpose of the travel, as provided in the insurance policy;
- n) are caused to third parties following the event incurred by the Insured, except for the "Third party liability" risk.

# 13. Obligations of the Insured in case the insured event occurs

The Insured shall:

- take all due care to prevent the occurrence of the insured event and, should it occur, he/she shall take all necessary measures to limit the consequences of the event, to notify the occurrence of the event and to follow the instructions of the Assistance Company; the Assistance Company is the one provided in the insurance policy.
- notify the occurrence of the insured event to the Insurer or the Assistance Company, by telephone or fax (on the numbers provided in the insurance policy or the insurance conditions) prior to the provision of medical or transport services for repatriation (to Romania).
- if the Insurer or the Assistance Company is not notified by the Insured (on the telephone or fax numbers provided in the insurance policy/insurance conditions) prior to the provision of the medical or transport services for repatriation (to Romania) or there are not documents supporting the notification delay, the Insurer will pay the medical and transport expenses incurred by the Insured as a result of an accident or illness up to EUR 1,500.
- inform the Insurer or the Assistance Company about each fact related to the insured event and the date of its occurrence;
- allow the Insurer or the Assistance Company to conduct any investigation into the causes and circumstances of the occurrence of the insured event and the extent of the damage; in this sense, he/she shall allow the physicians under whose care he/she was to breach the professional secrecy;
  - provide the Insurer, without the need for express request from the Insurer, all the original documents underlying the claim for damages suffered (such as police reports, other records of the facts, medical invoices, purchase invoices, etc.); the expenses incurred with certified translations of all documents into Romanian shall be borne by the Insured (in cases where such certified translations are performed by the

Insurer, such costs shall be deducted from the compensation due to the Insured); all information and statements shall be submitted in writing to the Insurer.

## 14. Setting and payment of compensation

- 14.1 If the Insured uses medical services while travelling abroad and informs about the occurrence of the insured event, the Assistance Company, the institution/person providing the service abroad can send the invoice or a copy thereof to the Assistance Company. The medical expenses shall be paid directly by the Assistance Company on behalf of the Insurer, unless otherwise provided for under the insurance contract.
- 14.2 If the Insured pays the cost of the medical service, after informing the Assistance Company about the occurrence of the insured event (pursuant to Article 14 (2)), he/she may request, upon his/her return to Romania, the reimbursement of the costs by the Insurer under the claim.
- 14.3 The medical services used without the prior consent of the Insurer via the Assistance Company may be settled by the Insurer up to EUR 1,500.
- 14.4 The compensation shall be determined by the Insurer on the basis of the following documents:
- the original insurance policy;
- copy of the identity card and passport, in the countries where the visa is required or the entry is allowed based on a passport.
- medical documents issued abroad certifying the nature of the illness, the medication prescribed, the date and the urgency of the treatment;
- original invoices for the medical treatment or medication, issued to the Insured, as well as the documents regarding their payment;
- event statement, completed and signed by the Insured;
- copy of the medical examination record (MER) issued by the family physician (as applicable).

- In the case of medical events arising from the onset of a childhood disease, the following documents are also required:
- medical note issued by the treating physician (who established the diagnosis),
- copy of the medical prescription,
- copy of the pharmacy receipts with proof that the treatment was bought
- pictures of the rash.
- other medical documents requested by the Insurer/Assistance Company to determine the validity of the request and the compensation amount.
- 14.5 The Contracting Party/Insurer shall notify the Insurer in writing about the occurrence of the insured risk within 3 months of occurrence, otherwise the Insurer is exempted from paying the compensation.
- 14.6. The compensation shall be paid by the Insurer within 30 business days from the date of lodging the claim. The medical statements made by relatives or the spouse of the Insured cannot be taken into account for setting the compensation, except those based on written documentation.
- 14.7. The compensation limits included in the insurance policy are valid for each individual travel.
- 14.8. In the case of Cheap Travel policies, a EUR 20 deductible will be deducted from each compensation.

# 15. Insurance for emergency medical care following illness

- 15.1 For the purposes of these insurance conditions, the insured event is defined as the unexpected and unpredictable illness ascertained by a competent medical authority and which prevents the normal continuation of the travel.
- 15.2 The Insurer shall compensate for expenses related to the illness occurred during the foreign travel in cases of urgent necessity\* occurring unexpectedly and unpredictably during policy term, provided that the Assistance Company is immediately notified by telephone or, if not possible, in the shortest time possible to allow the use of this service under the insurance policy.

\*An urgent necessity case is a situation in which, in the absence of immediate medical care, the life of the Insured or his/her physical health would be endangered or irreparable consequences to his/her physical health would arise; the

cases of urgent necessity include situations in which, due to the symptoms of the Insured's illness (such as unconsciousness, bleeding, virulent infectious disease, high fever, sickness, etc.) or as a consequence of an accident or severe sudden deterioration

in the health of the Insured, immediate medical attention is required.

15.3 Medical services covered by the policy

- The Insurer compensates for the costs of the following medical services provided to the Insured:
- medical examination;
- medical treatment;
- hospital treatment (the Insurer reserves the right to pay the costs incurred with the Insured's treatment at the hospital abroad until the patient's condition allows his/her transfer (repatriation) to Romania for the continuation of the medical treatment);
- intensive care;
- transport by ambulance to the nearest medical unit and the possible transfer to another hospital if necessary;
- urgent medical transport of medicines from the nearest warehouse;
- emergency operations;
- medicines purchased based on a prescription issued by the physician to the Insured; the original copy of the prescription shall be certified;
- the purchase of crutches, orthotics, wheelchairs and other similar equipment and instruments, under the physician's prescription, not exceeding EUR 300;
- Purchase of replacement eyeglasses, under the physician's prescription, if the glasses were damaged due to an
  accident, which also caused injuries requiring medical care. The maximum amount that can be paid for eyeglasses
  is EUR 150;
- Extremely urgent dental treatment necessary for direct pain relief. The limit in this case is EUR 150 per tooth, for up to 2 teeth.

15.4 Medical services not covered by the policy

In addition to the exclusions provided in Articles 11 and 12, the policy does not cover events occurring as a result of:

- pre-existing chronic diseases and the consequences of such diseases, existing or known at the policy inception date, unless the healthcare involves emergency measures for saving the life
- of the Insured or measures aimed at alleviating the acute pain, covered up to the maximum amount of EUR 1,000;
- pre-existing, chronic conditions, disability or consequence of an accident that occurred prior to policy inception date;
   pregnancy (for pregnancies over 26 weeks), birth, abortion for therapeutic purposes or voluntary discontinuation of
- pregnancy (for pregnancies over 26 weeks), birth, abortion for therapeutic purposes or voluntary discontinuation of pregnancy. In the case of pregnancies under 26 weeks, only pathological conditions (illness) related to the pregnancy will be covered;

- sexually transmitted diseases, medical expenses related to the diagnosis and/or treatment of cancer, sexually transmitted diseases, HIV infection, AIDS and the consequences thereof;
- vaccinations of any kind (except in emergency situations where epidemics are reported after the Insured's entry into the country);
- suicide or attempted suicide as well as:
- expenses incurred for the treatment of neoplastic conditions;
- medical care provided by the Insured's relatives;
- preventive, physiotherapy and rest and recovery medical expenses;
- expenses incurred for the medical and psychotherapeutic treatment of mental illnesses, mental or nerve disorders;
- expenses incurred for the correction of physical defects, birth defects, or for aesthetic operations;
- any medical services/treatments that may be postponed until the Insured's return to Romania;
- medicines or treatments required to be given or provided during the foreign travel, but which were known or prescribed before the start of the travel;
- recovery and convalescence following conditions not yet cured or undergoing treatment, already subject to a claim;
- events occurring in countries where epidemics are declared before the Insured's entry into such country;
- dental treatments that are not urgent: prosthetic/dental ceramics, prophylaxis, dental aesthetics;
- the cost of special hospital services such as special accommodation, telephone, television, accommodation for accompanying persons (except for insured minors), etc.;
- expenses incurred after the policy expiry date (medical expenses necessary for emergency treatment during a hospital stay will be covered up to a maximum of 4 days after the expiry of the insurance policy and within EUR 500/day/Insured (the accommodation and transport expenses of the family members are not covered after the expiry of the policy).

Upon the Insured's return to Romania, the Insurer no longer bears any medical expenses.

# 16. Insurance for emergency medical care following an accident

- 16.1 An accident, for the purposes of these insurance conditions, is an event caused by fortuitous, violent and external causes, inflicting injuries, which can be objectively determined and which endanger the life or health of the Insured and prevents the normal continuation of the travel, or results in the death of the Insured.
- 16.2. The following events occurring independently of the Insured's will are also considered accidents:
- drowning;
- accidental inhalation of gases or vapours, consumption of food containing corrosive or poisonous materials, unless these effects affect the body after a long period of time;
- burns;
- lesions caused by thunder, lightning, electric current.
- 16.3. Illnesses are not considered accidents, and communicable diseases are not considered to be the result of accidents, except tetanus or rabies caused by an accident, as defined above.

16.4. Medical services covered by the policy:

- The Insurer covers the costs for the following services if provided following an accident:
- expenses incurred for the takeover of the Insured by the first aid and rescue services, respectively, expenses incurred for first aid on the spot, excluding search costs;
- transport by ambulance to the nearest medical unit;
- emergency medical costs (e.g., consultations, medical investigations, treatments/measures necessary to save the life of
  - the Insured and to improve the clinical condition);
- the purchase of crutches, orthotics, wheelchairs and other similar equipment and instruments, under the physician's prescription, not exceeding EUR 300;
- the purchase of replacement eyeglasses, under the physician's prescription, if the glasses were damaged due to an accident which also caused injuries requiring medical care, not exceeding EUR 150.
- hospital treatment (the Insurer reserves the right to pay the costs incurred with the Insured's treatment at the hospital abroad until the patient's condition allows his/her transfer (repatriation) to Romania for the continuation of the medical treatment), emergency operations, including the costs of the osteosynthesis material.

16.5 The costs mentioned above are compensated by the Insurer as provided by Article 14 of these insurance conditions. 16.6 Coverage exclusions

In addition to the exclusions provided in Articles 11, 12, 15.4, the Insurer does not owe compensation in the following situations:

- if the accident that caused the injury or the death of the Insured occurred as a result of the driving by the Insured or by a third person of a motor vehicle without having a valid driving license for that category.
- As a result of an accident occurred before the policy inception date;
- In the case of suicide or attempted suicide
- Accidents caused by mental illness, mental or nerve disorders;
- expenses incurred for the correction of physical defects or for aesthetical operations necessary to correct the consequences of an accident

- any medical services/treatments that may be postponed until the Insured's return to Romania;
- the cost of special hospital services such as special accommodation, telephone, television, accommodation for accompanying persons (except for insured minors), etc.
- expenses incurred after the policy expiry date (medical expenses necessary for emergency treatment during a hospital stay will be covered up to a maximum of 4 days after the expiry of the insurance policy and within EUR 500/day/Insured (the accommodation and transport expenses of the family members are not covered after the expiry of the policy).

# 17. Transport to Romania of the ill or injured Insured by the Insurer

- 17.1 The Assistance Company organizes the transport of the Insured, ill or injured while traveling abroad and during the policy term, to a treatment institution in Romania or to the home of the Insured, if necessary, accompanied by a nurse or a physician, if the state of the patient permits such travel.
- 17.2 The Insured's refusal to accept medical repatriation entails the termination of the Insurer's obligation to cover medical expenses after the date on which medical repatriation is possible.
- 17.3 The Insurer pays the cost for transporting the Insured to Romania and does not cover subsequent expenses (incurred in Romania).
- 17.4 The Insurer does not indemnify the costs incurred for transporting the Insured to Romania if such transport is not organized/performed with the approval of the Assistance Company.
- 17.5 The exclusions provided for in Articles 11, 12, 15.4 and 16.6 apply.
- 17.6 The additional transportation costs necessary for the Insured's return to Romania (except for medical repatriation) caused by the overrun of the date of departure from the country of destination due to extending the treatment after such date shall not be covered.

# 18 Transport of the Insured's mortal remains to Romania in case of death

- 18.1 In the event of the Insured's death, the Assistance Company shall take all necessary measures to transport the Insured's mortal remains to Romania.
- 18.2 In order to organize the transport of the Insured's mortal remains to Romania, the Insured's relatives must provide the following documents to the Company as soon as possible:
- the document certifying the death;
- the official certificate attesting the cause of death/medical certificate of death;
- in the event of an accident, documents clarifying the circumstances of the death;
- the death certificate.
- 18.3 The Insurer pays the transport costs for the deceased Insured to Romania to the burial site, but not the burial costs. The Insurer will not cover the costs of transporting the Insured's mortal remains if the Insured travels for undergoing treatment for pre-existing conditions and the death occurs as a result of such pre-existing conditions. If the purpose of the travel is other than the treatment of pre-existing conditions and the Insured's death occurs due to chronic diseases/conditions pre-existing and known before taking out the insurance policy, the Insurer will cover repatriation costs up to EUR 3000. The Insurer shall indemnify the costs incurred for transporting the Insured to Romania if such transport is organized/performed with the approval of the Insurer, not exceeding EUR 1,000.
- 18.4 The Insurer does not indemnify for the transportation costs to Romania of the Insured when the death occurs:
- during highly dangerous activities such as, but not limited to: mountain climbing at altitudes over 2,500 m, rock climbing, parachuting, bobsleighing, diving, skiing, acrobatic skiing, ski jumping, skeleton, caving, snorkelling, jet skiing, surfing, snowboarding, hang-gliding, bungee jumping, paragliding, gliding, aeronautics, hunting, voluntary handling of war machines;
- during the riding of motorcycles, mopeds, scooters or ATVs (*except for travel or recreational purposes on public roads*), non-motorized air crafts (such as gliders), when the Insured takes part in motor sports competitions (qualifying rounds or rallies), driving classes, during the participation in professional or semi-professional sports competitions and in official training for such events, except for travel or recreational purposes on public roads;
- as a result of consumption of alcohol or drugs, abuse of medicinal products or narcotic or hallucinogenic substances
- by suicide
- following the commission of offences by the Insured
- following pre-existing conditions if the Insured travels abroad in order to undergo treatment for such conditions; the Insured shall cover the repatriation costs up to EUR 3,000 if the purpose of the travel is other than the treatment of pre-existing conditions and the death occurs due to chronic diseases/conditions pre-existing and known before taking out the insurance policy.
- 18.6. In addition, there shall not be covered the transport costs to Romania of the Insured if the policy is issued after leaving the territory of Romania or the payment of the insurance premium is made after the Insured leaves the territorial space of Romania.

# 19 Other general provisions

- 19.1 The parties may, by mutual agreement, amend the insurance contract during its performance, but only in writing, by the issuing declaration documents.
- 19.2 Any misunderstanding or dispute between the parties shall be settled amicably; otherwise, they will take action before the competent courts in Romania.
- 19.3 To the extent that the Insured receives compensation for the expenses incurred from the third parties responsible for the occurrence of the insured event, the Insurer shall deduct such compensation from the compensation due to the Insured.
- 19.4 The Insurer is subrogated by law to the Insured, within the limits of the compensation paid under this policy, against those responsible for the occurrence of the insured event, the Insured being obliged to preserve the Insurer's right of recourse against them.

- 19.5 All current and future taxes and charges relating to the insurance premium, the policy and other related documents shall be borne by the Insured.
- 19.6 The insurance contract/insurance policy is concluded in Romania subject to the Romanian legislation, i.e. to the provisions of the Civil Code, of the Law no. 32/2000 on insurance and insurance supervision, as amended and supplemented, and any other relevant provisions in the matter.
- 19.7 In the event of an insured event, the Insured shall declare the existence of all policies related to the same risk. When there are several policies concluded for the same risk, each Insurer must pay proportionally to the sum insured and up to its concurrence, without the Insured Party being able to receive a compensation that is higher than the actual damage representing the indirect consequence of the risk.

# SPECIAL PROVISIONS (valid according to the coverage)

20. Additionally insured risks (valid only if entered in the policy according to the insurance option chosen)

# 20.1 Private third party liability abroad

Within the limits and under the terms of the insurance contract, the Company insures the tortious third party liability of the Insured, compensating for the direct material damages caused by his/her fault through unlawful acts for which he/she is responsible under the law and the case-law of the country in which he/she travels, against injured third parties.

The Insured is covered within the limit of the sum insured specified in the insurance policy for court costs and expenses arising from his/her third party liability in case of damage caused by him/her to third parties following an accident occurred during the travel. The damage may consist of:

- accidental injury incurred by a third party who is not a member of the family or of the maintenance personnel of the Insured's home, who does not accompany the Insured during the travel or who is not employed by the Insured for this purpose;
- the loss or destruction of any type of property not belonging to, not under the responsibility (legal guardianship) of and not under the control of the Insured or to/of any member of his/her family, maintenance personnel, any accompanying person of the Insured during the travel or any of its employees.

The Company pays damages only for unlawful acts or series of unlawful acts committed by the Insured during the policy term and only if the material damages or series of material damages to third parties occur during the policy term. If these two conditions are met cumulatively, the Company will compensate the claims lodged within the statutory limitation period.

The maximum compensation limit set in the policy is valid per insured event and aggregate for the entire policy term. The Insurer is entitled to exercise any right to defend its interests or to obtain a settlement in respect of a damage, as well as to apply the necessary procedures on behalf of the Insured and/or for his/her benefit, such actions being carried out against any involved parties.

The Insured must provide all necessary information and assistance that the Insurer requires.

- Exclusions:
- a) damages caused to third parties by the members of the Insured's family, relatives up to his fourth degree, his/her agents or employees;
- b) damages caused by the Insured to the members of his/her family, relatives up to the fourth degree, to his/her agents or employees;
- c) damages caused to third parties by animals owned by the Insured;
- e) damages caused to third parties by motor vehicle accidents driven by the Insured (land motor vehicles, land vehicles attached to a motorized land vehicle, air, sea or river crafts); damage resulting from the practice or participation in hunting, of any mechanical (motoring, motorcycling and any sport involving land vehicles in general) and air sport (parachuting, hang-gliding, etc.)
- f) damages caused to third parties resulting from the organization, training or participation in a competition organized by a sports federation, whether or not it is authorized and Insured under the law;
- g) damages caused to third parties in the course of his/her professional activities or in the course of participating in an activity organized by a professional association, institution or collective;
- h) professional and/or contractual third party liability;
- i) third party liability that may result from a fire, explosion or water spill/overflow;
- j) damages caused intentionally, gross negligence or Insured's fault;
- k) fines ordered by courts or other authorized/competent bodies;
- I) any situation that is a consequence of the liability incurred by the Insured as a result of an arrangement concluded by the Insured with the injured party, liability which would not apply in the absence of such arrangement;
- m) damage to third parties as a result of:
- possession or use of an airplane, horse drawn or mechanical/motorized vehicles, bicycles, seagoing vessels (other than rowing boats, pontoons or canoes), animals or firearms;
- occupancy (except for the temporary occupancy during travel) or ownership of land or buildings;
- pursuing a commercial activity, practicing a profession, providing manual work or a casual occupation;
- races of any kind;
- any deliberate or criminal act;
- n) liability as an employer or under any other contract or insurance policy;
- o) non-material damages;
- p) consequential financial losses;
- r) pure financial losses;

- s) fines and/or penalties of any kind, including punitive damages;
- t) any other exclusion provided in Articles 11 and 12.

# 20.2 Compensation for loss or theft of documents

In case of the theft or loss of documents, essential for the continuation of the travel or for the return to the country, the following shall be Insured, as the case may be:

- the value of the fees for issuing new documents replacing the stolen ones, in the country where the insured event occurs;
- advice on the steps to be taken;
- within the sum insured (provided by the policy for these risks), there are covered the costs of obtaining documents and/or of purchasing transport tickets to replace the lost/stolen ones or the return trip to the country is provided (within the same maximum amount of the sum insured);
- if the issuance of the documents requires travelling to another locality (abroad), the transport (one return trip) to the locality where the documents are issued can be covered based on supporting documents.

The Insured has the obligation to notify and obtain from the local authorities a written report on the loss or theft of the documents specified above within 24 hours from the date of the occurrence (finding) of the event. In the event of an insured event, the occurrence of the insured event is notified via the Assistance Company recorded in the insurance policy.

The Insurer undertakes to pay the compensation only for insured events occurring during the policy term and notified to the Assistance Company within 48 hours from the date of occurrence of the insured event, based on the original documents received from the local authorities and other supporting documents.

If the notification is not received within 48 hours, the Insurer may reduce, in whole or in part, the amount of the compensation.

#### **Exclusions:**

- a) deliberate destruction or abandonment of documents by the Insured;
- b) documents left in the custody of a person who does not have an official responsibility to keep the Insured's goods;
   c) documents stolen from an unattended vehicle:
- unless the documents are locked in the glove box or the trunk of the vehicle, not visible from the outside of the vehicle, being stolen by robbery or intrusion;
- when there is no conclusive proof of a forceful and violent breaking into the vehicle (without intrusion);
- d) if the Insured does not obtain a written report from the local authorities in maximum 24 hours from the discovery of the loss or theft of documents;
- e) any other exclusion provided in Articles 11 and 12 applicable to this risk.

#### 20.3 Package holiday storno - travel cancellation

The validity of the Storno risk over a period longer than 365 days is subject to a special tariff and the Insurer reserves the right to charge an additional premium for long-term risk exposure.

The Insurer covers the penalties owed by the Insured to the travel agent at the date of occurrence of any of the events listed below, in accordance with the provisions of these insurance conditions and the cancellation conditions set out in the package holiday (defined under these insurance conditions) concluded through travel agents or purchased from specialized websites. In the case of services purchased from specialized websites, the Insurer will cover the penalties owed by the Insured to the tourism service providers, in accordance with the terms of reservation and purchase of the services. The value of the penalties covered cannot exceed the amount paid by the Insured to the travel agent (evidenced by supporting documents, receipts, invoices, payment order, etc.), or paid by the Insured for reservations/purchases on specialized websites until the date of the insured risk occurrence. Any other payment made by the Insured after the date of the insured risk occurrence is not covered by this policy.

In the case of tourism service contracts concluded for a group of persons (2 or more persons), the beneficiary of the policy coverage (including the Storno risk) is the person nominated in the insurance policy, only for the damages he/she incurs, based on the contractual provisions on penalties applicable to him/her.

## 20.3.a. Validity term of this clause

The liability of the Insurer ceases as of the date and time of leaving the territory of Romania by the Insured in order to travel to the place of stay, evidenced by travel documents, vignette, road tax, plane ticket, travel ticket, considered to be the first day of the stay provided in the policy, etc., according to the contract for the sale of the package holidays (defined according to these insurance conditions).

In case of multiple travel during the insured period provided in the policy, the liability of the Insurer for the risk

of cancelling the travel (Storno) ceases at the date and time of the first travel (exit from Romania).

The "Travel cancellation - Storno" risk is covered only if the insurance policy is taken out:

- a) prior to the departure date by more than 28 days, applying a 10-day waiting period if the insurance policy is taken out after more than 3 business days from the date of the package holiday contract conclusion;
- b) prior to the departure date by less than 28 days, but no more than 2 days, if the policy is taken out at the date of the package holiday contract conclusion;

By applying a 10-day waiting period, only events occurred starting with the eleventh day of the policy are covered.

## 20.3.b. Insured risks:

The insured risk occurs when the Insured can no longer travel as a result of the occurrence, between 12:00 AM on the first day of issue and until the date set for the travel, considered as the first day of stay provided in the policy (according to the tourism service contract concluded with the travel agent

or the package purchased on specialized websites), period covered by the policy term (storno), of one of the following events:

- a) the death of the Insured, of his/her spouse or of a first or second degree relative of the Insured or his/her spouse, however, in case of death due to chronic illnesses or pre-existing conditions, the value of the package holidays will be covered to a maximum of EUR 300/person (without applying the deductible), as set forth in the package holiday sale contract (defined according to these insurance conditions), concluded between the Insured and the travel agent or in the package purchased on specialized websites.
- b) serious illness (as defined herein) or accident of the Insured, his/her spouse or a first degree relative of the Insured or his/her spouse or the illness of a person accompanying him/her on the travel (according to the tourism service contract).
- c) destruction of the Insured's home during the 15 calendar days preceding the travel following a fire, explosion, house breaking or vandalism, events justifying the Insured's presence at home on the day of departure;
- d) the summoning of the Insured before a court, at a time set during the travel, provided the summons is not served prior to booking the trip or the Insured, if summoned after the booking of the travel, is denied the request to postpone the hearing for a date after the return. If the Insured is represented by a lawyer and his presence is not required according to rules of procedure (witness, expert, interpreter, summoned for interrogation, etc.), this is not an insured risk. The insured risk is also applicable to the Insured's spouse and children, provided that each of them takes out a storno insurance.
- e) car accident involving directly the Insured or the car he/she would use to travel, occurred on the territory of Romania, prior to the travel and proven by documents issued by the competent authorities.
- f) impossibility to travel, certified by medical records issued by specialist institutions, due to medical causes (pathological situations) related to pregnancy up to 26 weeks only if the pregnancy is detected between the issuance of the policy and the departure and only for

travels scheduled up to 26 weeks of pregnancy at the time of departure. In the case of travels scheduled after 26 weeks of pregnancy, this risk is valid only if the pregnancy is detected between the issuance of the policy and the departure date. The insured risk is also applicable to the pregnant person's husband and children, provided that each of them takes out a storno policy.

If the Insured cancels his/her travel due to an insured event occurring during this policy (storno) term and, according to the cancellation (storno) conditions set forth by the package holiday sale contract (defined according to these insurance conditions), he/she is imposed penalties, as evidenced by supporting documents and not exceeding the amount paid by the Insured until the date of occurrence of the insured event, the Insured shall notify the Insurer about the occurrence of the insured event.

The Insurer agrees to pay the amount paid by the Insured to the travel agent by the date of the event and only for the insured risks provided in Article 20.3.b, for the insured events occurring during the term of the policy for this risk (storno), notified to the Insurer within 48 hours of occurrence of the insured event. If the notification is not received within 48 hours, the Insurer may reduce, in whole or in part, the amount of the compensation.

Upon the notification of the event within 48 hours, the Insured shall submit the following documents to the Insurer, within maximum 5 calendar days after the occurrence of the event:

- the original insurance policy;
- the compensation claim;
- a copy of the application submitted to the travel agent for cancelling the package holiday, paid in full or in part, with the number of registration with the travel agent;
- a copy of the package holiday sale contract concluded with the travel agent together with all its annexes (purchase order, vouchers, etc.) and the value of the penalties imposed at the date of the cancellation;
- proof of payment, in full or in part, of the price of the package holiday sale contract and the original copies of the invoice and receipt;

The documents evidencing the occurrence of the insured event may be as follows:

- a copy of the death certificate and medical certificate of death;
- detailed medical report, proof of hospitalization (if applicable) and any other documents issued by medical institutions authorized under the laws in force;
- reports, as well as any other documents issued by Police, the Fire Department, etc.;
- summons issued by judicial bodies;
- copy of the medical history issued by the family physician (MER);
- any other document required to settle the claim.

original copy of the invoice for penalties issued by the travel agent to the Insured for the cancellation of the package holiday; the invoice shall not exceed the amount paid by the Insured until the occurrence of the insured event;

In the case of medical events arising from the onset of a childhood disease, the following documents are also required: - medical note issued by the treating physician (who established the diagnosis),

- copy of the medical prescription,
- copy of the pharmacy receipts with proof that the treatment was bought
- pictures of the rash.

In the case of travel cancellation due to a medical problem, the Insured has the obligation to undergo, at the Insurer's request, a medical examination performed by physicians approved by the Insurer. Should the reason for the cancellation application be a person other than the Insured, the Insured shall take the necessary steps so that the person concerned undergoes, at the Insurer's request, the medical examination performed by physicians approved by the Insurer.

The Insured shall:

- authorise the authorities with powers to evaluate the insured event (physicians, hospitals, social or private insurance, etc.), to release all the documents and information requested by the Insurer;
- take all necessary measures to limit the damage upon the occurrence of any insured event;
- comply fully with the provisions of these insurance conditions as well as those of the package holiday sale contract (defined according to these insurance conditions), concluded with the travel agent, otherwise the Insured loses all rights under this policy, being understood that the Insurer is released from any liability arising out of the policy.

#### 20.3.c. A deductible amounting to 10% is deducted from the value of each claim before the compensation is paid In the case of tourism service contracts concluded for a group of persons (2 or more persons), the compensation will be calculated for each Insured, depending on the total value of the penalties imposed by the travel agent/online providers of tourism service, related to the person(s) who has (have) concluded an insurance policy.

The compensation cannot exceed the amount paid by the Insured out of the package holiday sale contract price, up to the date of the insured event and the maximum amount provided in the policy for this risk. The compensation is paid to the Insured or, in case of death, to his/her legal heirs.

The compensation is paid within 30 business days of receipt by the Insurer of all the documents necessary for the settlement of the claim.

After the payment of the compensation, the Insured's rights under the package holiday sale contract are automatically assigned to the Insurer.

Within the limit of the compensation paid, the Insurer has a right of recourse against those at fault for the occurrence of the insured risk, other than the Insured and the persons provided in the insured risk section.

# 20.3.1. Travel interruption insurance

The Insurer pays compensation, within the limit of the sum insured provided in the policy, under the "Storno" clause, for the costs of the days of stay paid by the Insured under the package holiday sale contract

(defined according to these insurance conditions), not benefitted from and for

the ticket for returning to Romania due to the occurrence of one of the insured risks mentioned below within the policy term during the stay abroad of the Insured, under a

Turist Plus Premium insurance contract, as a result of which the Insured has to return home immediately.

# Insured risks:

a) the death of the Insured's spouse or of a first and second degree relative of the Insured or of the spouse/person accompanying the Insured and who is in Romania; however, in the case of death due to chronic illnesses or pre-existing conditions, there will be covered the value of the remaining package holiday up to a maximum of EUR 300/person (without applying the deduction), as provided in the package holiday sale contract concluded

between the Insured and the travel agent;

- the destruction of the Insured's home during the tourist stay for which the Insured takes out the policy, as a result of b) a fire, explosion, house breaking or vandalism, events requiring the immediate return of the Insured;
- the summoning of the Insured before a Romanian court, at a time set during the travel, provided the summons is not c) served prior to booking the trip or the Insured, if summoned after the booking of the travel, is denied the request to postpone the hearing for a date after the return. If the Insured is represented by a lawyer and his presence is not required according to rules of procedure (witness, expert, interpreter, summoned for interrogation, etc.), this is not an insured risk. The insured risk is also applicable to the Insured's spouse and children, provided that each of them takes out a storno policy

## Exclusions applicable to Article 20.3 and Article 20.3.1:

No compensation shall be paid for travel cancellation or interruption caused directly or indirectly by:

- the serious illness of the Insured, his/her spouse or a first-degree relative of the Insured or his/her spouse or the serious illness of the person accompanying the Insured during the travel as a result of chronic illnesses or/and preexisting conditions or consequences of an accident occurred prior to the policy term;
- mental disorders or nervous disorders;
- congenital anomalies or malformations, correction of defects or physical anomalies/malformations (plastic surgery);
- dental treatment, surgery and aesthetics;
- therapies and any treatments in sanatoriums, balneophysiotherapy departments, palliative care units, geriatric units or rest homes;
- neoplastic conditions diagnosed within the first 2 months of the purchase of the insurance policy;
- sexually transmitted diseases, the consequences of HIV and AIDS (Acquired Immune Deficiency Syndrome definition according to the World Health Organization) infection;
- events caused by pregnancy, in case of pregnancy over 26 weeks, birth (including abortion for therapeutic purposes) or the consequences thereof, as well as events caused by voluntary interruption of pregnancy;
- medical procedures for investigation or treatment of experimental nature, specific to medical research;
- contagious disease contracted in epidemics officially declared by the competent authorities;
- suicide, attempted suicide by the Insured, self-mutilation or intentional illness of the Insured or of the persons provided in the insured risks chapter of this clause, (i) and (ii), and the consequences thereof.

- the use by the Insured of medicinal products or substances with a psychoactive effect, of medicinal products in toxic doses or of treatments not prescribed by a competent medical authority, as well as drug or alcohol consumption, if these contributed to the occurrence of the event;
- acts of war of any kind, military events, acts of terrorism or sabotage, revolutions, riots, strikes, acts of vandalism and other similar events, travels to countries or areas for which travel alerts were issued by the Ministry of Foreign Affairs and/or the World Health Organization;
- are directly or indirectly caused by explosions or heat or radiation emissions from nuclear fusion or fission, as well as by radiation caused by the artificial acceleration of atomic particles;
- occur due to acts of violence at public gatherings or rallies and sports competitions, if the Insured is an active participant;
- are committed intentionally by the Insured or result from the commission of certain offenses by the Insured;
- the denial of the entry visa for the country of transit or destination;
- the summoning of the Insured in a case the Insured is a party or in a case subject to an appeal or in a case the Insured submits an application for judgment in default;
- the service of a summons to a hearing known to the Insured or to a hearing in a case in which the Insured submits an application for judgment in default;
- Force Majeure;
- medical care provided by the Insured's relatives;
- any other events not representing a serious illness under these insurance conditions;
- non-compliance with the provisions of the Obligations of the Insured chapter under this clause.

### 20.4 Additional risks for air travel

#### 20.4.1 Travel tickets cancelled due to bankruptcy of the airline

This clause covers the value of travel tickets purchased exclusively from travel agents or airlines for flights scheduled by airlines, if the cancellation of such flights occurs due to the official bankruptcy of the airline concerned. In such case, the maximum sum insured is the one provided by the insurance policy, if the airline bankruptcy is officially declared, as evidenced by documents issued by the competent authorities.

The aggregate maximum limit for compensation granted by the Insurer in the event of bankruptcy of the same airline cannot exceed EUR 70,000. If the aggregate sum of the claims lodged by Insureds exceeds the above-mentioned limit, the compensations will be reduced proportionally to the ratio between the sum of all claims and the aggregate maximum limit (per airline). There will be considered only claims lodged in writing with the Insurer within 15 days of official announcement of the bankruptcy of the airline.

#### 20.4.2 Storno for flight tickets

It covers the penalties owed by the Insured to the travel agent/airline at the date of occurrence of the events provided in Article 20.3.b Storno - insurance for travel departure cancellation, insured risks section, in accordance with the provisions of these insurance conditions and the cancellation conditions provided in the tourism service contract concluded by the client or in the "General Conditions for Air Transport" and "General Conditions for the Sale of Flight Tickets" accompanying the flight ticket. The flight ticket is considered a transport contract between the airline and the person recorded in the ticket.

The level of penalties covered will not exceed 100% of the total travel ticket price, and the maximum sum insured is the one provided in the insurance policy.

In the case of airline flights, the deductible amounts to 10% of the ticket price and, in the case of charter flights and low cost airlines, the deductible amounts to 15% of the ticket price.

- The "Storno for flight tickets" risk is covered only if the insurance policy is taken out:
- a) prior to the departure date by more than 28 days, applying a 10-day waiting period if the insurance policy is taken out after more than 3 business days from the date of contracting the flight tickets;
- b) prior to the departure date by less than 28 days, but no more than 2 days, if the policy is taken out at the date of contracting the flight tickets;

By applying a 10-day waiting period, only events occurred starting with the eleventh day of the policy are covered.

# 20.4.3 Reimbursement of expenditure incurred as a result of preventing the Insured from exiting the country to continue his/her stay

It covers the value of the tourism services (the first night of the stay accommodation missed)/the travel ticket (the reissued ticket to the destination) in the case of Insureds prevented to exit Romania who miss the air flight for reasons beyond their control.

This risk is covered only if the Insured checks the travel documents (passport, valid visa, medical insurance, power of attorney to drive the car, pays all taxes, etc.), reads the www.mae.ro website, and observes the travel conditions in accordance with the laws in force in the country of destination and/or transit both at the time of purchase of the service/ticket and at the time of departure from the country and the customer is not prohibited from entering the territory of the country of destination and/or transit.

In such case, there will be covered the expenses incurred by the Insured (as evidenced by supporting documents, receipts, invoices, etc.) for the reissuance of the travel documents (reissued ticket to reach the destination) and for the first night of the stay accommodation missed within the limit of the sum insured provided in the insurance policy. If the stay cannot be completed in full, being cancelled by the Insured, due to being such prevented, this case will not be covered by the insurance policy issued.

#### 20.4.4 Refusal of the airline to allow the tourist to board the destination flight in order to continue the stay

This clause covers the costs for missed tourism services/the reissuance of the travel ticket, evidenced by supporting documents (receipts, invoices, etc.) in the event of an airline's refusal to allow the tourist to board the destination flight according to the travel documents (travel ticket), the flight must take off from the territory of Romania and the tourist must meet all conditions to travel, in accordance with the rules set by the airline concerned for the boarding of passengers, as well as by observing the travel conditions according to the laws in force in country of destination & transit: valid visa, valid identity papers (identity card, passport), timely arrival at the airport, strict adherence to the rules on luggage items allowed, and the boarding refusal is not due to the fact that the tourist is under the influence alcohol or drugs.

The maximum covered limit is the one provided in the insurance policy, and covers only the missed services & reissuance of the travel ticket to reach the destination.

If the stay cannot be completed in full, being cancelled by the Insured, due to the refusal of the company, this case will not be covered by the insurance policy issued.

#### 20.4.5 Emergency medical expenses due to poor services aboard the plane

This clause compensates for the damage caused by the airline to the customer due to poor services, resulting in medical emergency expenses, as evidenced by medical reports or other documents proving the damage, within the limit of the sum insured provided in the policy insurance for this insured risk.

# **20.5 Compensation for delay of the means of transport/cancellation of the journey (more than 12 hours)** - only outside Romania, in the case of connecting flights to reach the destination

There are covered, within the sum insured provided in the insurance policy, the additional costs evidenced by receipts, invoices or other documents received from external service providers (shops, restaurants, hotels, etc.) consisting of what is necessary for meals, the transfer from and to the airport and the first night of accommodation at one of the hotels near the airport from where the airplane takes off to the next destination and any additional charges levied for the rescheduling the connecting flight (in case of transfer between distinct airlines).

#### Insured risks:

This insurance is valid in the case of postponement for more than 12 hours from the departure time specified on the travel ticket, of the take-off, outward or return flight, crossing the sea, coach or train departure to or from the country of residence, as a result of:

- adverse weather conditions;
- technical defects of the airplane, coach, train or ship;
- a strike, an industrial incident (with the proviso that until the issuance of the insurance policy or until the reservation of the trip, considering as reference the later of the two, no

such situation is declared, there thus being no reason to affect the smooth travel of the Insured); This

insurance also applies in the following situations:

- a change in the flight route, thus no longer being appropriate for the arrival of the Insured at the place of destination;
   the absence of a connecting regular confirmed flight due to the delay at the connecting airport of the regular flight, which should have arrived in time to catch the connecting flight (subject to the minimum delay of the connecting
- flights provided for in the international airline regulations) and no replacement transport means are made available to the Insured.

#### **Exclusions:**

- a) the missed stay days, according to the hotel reservations, the scheduled and paid trips, the car rental and other tourism services shall not be covered.
- b) if the Insured does not board, despite having sufficient time, the outward or return flight;
- c) if the plane, coach, train or ship is cancelled, even temporarily, under an order or recommendation of the Civil Aviation Authority, Port Authority, Railway Authority, Road Authority or similar body of any country (except for technical failures detected at the means of transport concerned) and/or if the air, road or sea space is closed by any national authority;
- d) domestic flights that do not represent connections for the foreign travel to the destination
- e) the absence of supporting documents proving the payment of the additional costs or charges covered by this clause;
- f) any other exclusion provided in Articles 11 and 12.

## 20.6 Compensation for theft/loss/destruction of luggage during transportation

The insurance is valid throughout the travel by the means of transport and begins:

- in the case of not checked in luggage: from the beginning of the boarding to the end of the deboarding;
- in the case of checked in luggage: from the moment the luggage is checked in and registered with the transport company until the luggage is checked out at destination.

The insurance covers any damage to the luggage up to the sum insured for the luggage provided in the insurance policy.

## Exclusions

a) The policy does not cover loss and damage caused intentionally, due to the gross misconduct/negligence or similar acts of the Insured or his/her agents, as well as any defects of the items being transported. Furthermore, the policy does not cover fragile and damageable items, electrical and electronic items, cash or coins of any kind (including collections or valuable unique items), cheques, securities and bonds of any kind, documents, travel tickets, stamp collections or the like, and jewellery, precious objects in general,

musical instruments as well as any materials or objects the transport of which is not allowed under the passenger transport regulations.

- b) the policy does not cover any loss and damage incurred on the territory of Romania;
- c) the policy does not cover any luggage left unsupervised by the Insured;
- d) the policy does not cover any personal luggage left unattended, except when left in a special location for the safe storage of luggage;
- e) the policy does not cover any theft of luggage not owned by the Insured or luggage owned by the Insured and lent or entrusted to third parties;
- f) the policy does not cover any of the Insured's personal luggage if stolen from a vehicle left unattended, except:
- if it is left in the closed glove box or trunk of the vehicle so that it is not visible from the outside of the vehicle;
- if there is obvious evidence of forcible and violent breaking into the vehicle;
- if the Insured's personal luggage is lost/stolen or is recovered late and the Insured does not immediately announce the land, air or sea transport company and does not obtain a written report from its representatives, he/she shall request an official report from the company within 7 days from the date of the event.
- f) loss, destruction, damage or theft of the luggage as a result of:
- retention or confiscation of luggage under an order issued by a government, public authority, customs, and the like;
   normal wear and tear, cleaning, scratching, staining, moths, pests or mould;
- h) electrical, mechanical or manufacturing faults of the luggage;
- i) the destruction of fragile and damageable items during transportation provided by a specialized company, except where the destruction is due to a fire or other accident of the ship, airplane or vehicle in which the items are being transported;
- j) any goods Insured specifically under another insurance policy or which may be recovered from another source. Any reimbursement received will be deducted from the amount representing the Insured's loss, under this section;
- k) stamps, documents, unique items, samples or merchandise, manuscripts or documents of value any kind;
- l) winter sport gear;
- m) theft of luggage as a result of riots, strikes, public demonstrations.
- n) any other exclusion provided in Articles 11 and 12.

The Insured shall notify the damage when the baggage is checked out of the destination and shall obtain from the local authorities a written report on the theft/loss/delay of checked in luggage within 7 days and, in the case of destructed during a written report on the theft/loss/delay of checked in luggage within 7 days and, in the case of

destroyed/damaged luggage, within 24 hours from the date of occurrence of the insured event.

The Insured shall check in the luggage with the passenger transport operator and receive a luggage slip, which he/she shall keep.

The Insured shall take measures to limit damage in the event of an insured event, and shall take steps and perform all the formalities to preserve the Insurer's right to recourse against third parties at fault for the damage.

## 20.7 Compensation for luggage delay for more than 12 hours

Compensation is paid for the purchase of necessary goods purchased outside Romania (clothes and toiletries allowing the Insured to deal with the temporary unavailability of personal belongings in delayed luggage) when the Insured receives an official written report from of the transport company evidencing the delay of the checked in luggage and the delay time (number of hours). The damage will be covered only on the basis of supporting documents (receipts, invoices, signed and stamped receipts, etc.), according to the set sum insured, showing that the strictly necessary goods are purchased by the Insured during the luggage delay period.

Should the Insured be returned the luggage after a delay of more than 12 hours and the Insured be on the territory of Romania, he/she cannot benefit from this facility as it is deemed that he/she is at home.

The obligations of the Insured and the exclusions provided in Article 20.6 also apply to this chapter.

# 20.8 Road assistance (Turist Plus Premium policies only)

During the policy term, within the limit of the sum insured, the transport expenses (towing to the nearest repair shop in the country/city where the event occurred) for the motor vehicle owned by the Insurer or by another natural/legal person (provided that the right of use of the vehicle is granted under a written power of attorney before taking out the policy) the Insured uses to travel abroad, from the place of the event to the nearest repair shop in the locality where the event occurred, as follows:

- in the case of electrical or mechanical faults or of a road accident incurred by such vehicle;
- if it becomes impossible to travel as a result of wrong fuelling (with a fuel different than the one provided by the technical manual or the insured vehicle);

- double flat tire (occurred as a result of the same event).

- Following the occurrence of one of the above events, the Insured benefits from:
- towing and transport costs to the nearest repair shop in the country/city in which the event occurred;
- 24/7 telephone helpline;
- the transport of passengers in the towing vehicle, within the limit of the seats available in the towing vehicle;
- storage/parking for a maximum of 48 hours in indoor repair shops,

The coverage is valid only for cars and light commercial vehicles with a maximum authorised weight of up to 2.5 tonnes and no older than 7 years, only for services organized by the Assistance Company provided in the policy.

The Insured benefits from the above-mentioned cover if he/she informs the Assistance Company immediately after the occurrence of the event and before incurring expenses related to the event.