

## COMPLEX TRAVEL INSURANCE

### Insurance conditions

#### 1. OPERATIVE CLAUSE

- 1.1. OMNIASIG VIENNA INSURANCE GROUP undertakes, in the event of the occurrence of any insured event, subject to the exact observance of the conditions, exclusions and clauses agreed upon in the Policy and based on the full and advanced payment of the insurance premium, to pay to the Insured or, as the case may be, the Beneficiary, the damages/compensation that he/she is entitled to, under the conditions and in the amount provided by this Policy.

#### 2. DEFINITIONS AND INTERPRETATIONS

Within this Policy, the terms below have only the meaning assigned to them in the following definitions:

- 2.1. **Accident:** incidental and unpredictable event, generated by the influence of external factors, originating outside the body and out of the control of the Insured, occurring during the insurance period, within the insured territory and during the trip and affecting the normal course of life, causing damage (bodily injury and/or death).  
The following are also considered accidents: sprains, fractures/torn muscles or ligaments, poisoning or intoxication through the ingestion or inhalation of various toxic/poisonous gases, substances or fluids, drowning.  
Any form of acute or chronic disease (including transmissible diseases, heart attacks, strokes, or other events suddenly affecting organs caused by a hereditary pathology and its evolution) is not considered an accident or the consequence of an accident).
- 2.2. **Insured:** Any individual, holder of a Card issued by the Contractor, maximum 70 years old on the date of entry into force of the Policy, travelling on the covered territory and in the insurance period.  
The notion of Insured includes:
- For the Standard Coverage Plan according to sub-par. 5.2. of these conditions:
    - The cardholder;
    - the users of the Business cards held by legal entities.
  - For the Plus Coverage Plan according to sub-par. 5.2. of these conditions:
    - The cardholder;
    - Additionally, the spouse, fiancée, life partner, copies of the cardholder (normally residing at this address) travelling together with him/her;
- 2.3. **Luggage:** goods that belong to the Insured (clothing, objects and/or personal items) that the Insured takes, uses or transports in the trip), the luggage registered are already delivered by the Insured to the public transportation company based on a luggage ticket issued by the company;
- 2.4. **Beneficiary:** person entitled to receive the compensation if the insured event occurs.
- 2.5. **Chronic disease:** Medical or psychiatric disorder with a long period of evolution or that is characterized by frequent relapses/complications, requiring medical or palliative care or repeated monitoring; examples (without being limited to): diabetes, chronic hepatitis, chronic pancreatitis, rheumatoid arthritis, obstructive chronic bronchopathy, kidney failure, chronic ischemic heart disease, heart failure.
- 2.6. **Card:** The bankcard issued by the Contractor among the types of card indicated as „Eligible products” in the table under point 5.2.
- 2.7. **Force majeure:** an event that cannot be predicted or prevented by the person that would have been held responsible if the event hadn't occurred.
- 2.8. **Trip:** the journey taken by the Insured (for touristic or business purposes) in the insured territory and the insurance period, with the points of departure and return in Romania.
- 2.9. **Certificate of insurance:** document issued by OMNIASIG VIENNA INSURANCE GROUP confirming the conclusion of the insurance agreement;
- 2.10. **Medical expenses:** costs associated to the following:
- outpatient services (services/medical treatments provided to the Insured within an accredited medical unit that do not require continuous hospitalization or any other medical care facilities, including lab tests, X-rays/medical procedures used to diagnose and treat medical disorders);
  - hospital services (services/medical treatments/surgical interventions provided to the

- Insured based on the recommendation of a specialized physician, in accordance with recognized medical standards and regulations, in a hospital – public or private medical unit legally authorized to provide specialized medical services for the disease/injury requiring hospitalization); OMNIASIG VIENNA INSURANCE GROUP reserves the right to cover the cost of the treatment under hospitalization conditions only until the medical condition of the Insured allows for him/her to be repatriated;
- medicine and medical materials prescribed by the physician;
  - transportation to the closest medical unit and possible transfer, in accordance with the recommendation of the physician, to a specialized medical unit;
  - dental treatment, as a result of an accident or in order to relieve acute pain in cases when the intervention cannot be postponed (including a dental X-ray);
- 2.11. **Contracting party:** the person concluding the Policy with OMNIASIG VIENNA INSURANCE GROUP for and in the name of the Insured and who commits to OMNIASIG VIENNA INSURANCE GROUP to pay the insurance premium and to observe his/her obligations associated with it, respectively Banca Comerciala Romana SA (Member of Erste Bank Group) a credit institution, a Romanian legal entity, with its registered office in Calea Plevnei, nr. 159, Business Garden Bucharest, Cladirea A, Etaj 6, District 6, Bucharest, postal code 060013, Tax Number (CUI) 361757, Trade Register no. J40/90/1991, registered with the Registry of Credit Institutions under no. RB-JPR-40-008/1999 bank account code IBAN RO39RNCB0002B00026473000 opened with BCR S.A. – Central Office, a dual-tier stock company, a share capital subscribed and fully paid amounting to 1,625,341,614.50 LEI
- 2.12. **Pre-existing medical condition:** any medical condition (disease, injury caused by an accident, etc.) known to the Insured/Contracting party previously to concluding the Policy and/or starting the trip, for which recommendations and treatments have been provided (including the prescription of medicine) by a medical service provider or for which symptoms have manifested.
- 2.13. **Agreement:** Framework agreement concluded between OMNIASIG VIENNA INSURANCE GROUP and the Contractor regulating the issuing and performance of insurance contracts;
- 2.14. **Due Compensation/Damages:** the amount owed by OMNIASIG VIENNA INSURANCE GROUP to the Insured or, as the case may be, the Beneficiary, as a result of the occurrence of the insured event.
- 2.15. **Gross negligence:** acting negligently or imprudently that not even the most unskilled person would act towards her/his own interests.
- 2.16. **Ski equipment:** skis, binds, ski boots, snowboard boots, ski sticks, snowboard, helmets;
- 2.17. **Insured event:** insured risk that has occurred or begins to manifest during the insurance period and during the trip, causing damage and due to which the right to compensation arises. The following are considered one and the same insured event:
- (i) the series of damages occurring accidentally, caused by the same risk specified in and covered by the insurance offered by the Policy, that occur or begin to manifest during the insurance period;
  - (ii) the same damage caused by several risks specified in and covered by the insurance offered by the Policy, that occurs or begins to manifest during the insurance period.
- 2.18. **Force majeure:** a situation invoked by one of the parties, supported by documents issued by competent public authorities and caused by an external, unpredictable, absolutely insurmountable and unavoidable event that prevents one of the parties from fulfilling its contractual obligations.
- 2.19. **Provider of medical services:** the public or private health unit that has the medical and auxiliary staff qualified to provide specialized medical assistance, specialized medical facilities and equipment to provide medical care and diagnosis and treatment services in permanent regime to the hospitalized patients; infirmaries for drug addicts and or alcoholics, care homes and generally resting homes and physiotherapy practices are not considered providers of medical services.
- 2.20. **Permanent invalidity:** reducing the physical, psychosensorial or intellectual potential confirmed (by supporting medical documents issued by the component authorities) during one year from the date of the accident and not subject to improvements, as follows:
- Total and irrecoverable loss of sight in both eyes;
  - Total and irrecoverable loss of hearing;
  - Total and irrecoverable loss of the ability to speak;
  - amputation or paralysis of both arms or both forearms or both hands or of one upper limb and one lower limb or of both lower limbs (thighs, calves and feet) (severe locomotive impairment);
  - Ankyloses of both coxofemoral joints (severe locomotive impairment);

- 2.21. **Sickness:** organic or functional modification of the Insured's normal health manifesting (in an acute form) for the first time during the insurance period and during the trip, diagnosed by a specialized physician.
- 2.22. **Serious illness:** organic or functional alteration of the normal state of health of a person that threatens his/her life or health and involves: the immediate termination of the professional activity or of any kind, accessing hospital and/or medical surveillance services with the recommendation of rest in bed or not leaving the home, issued by the provider of medical services.
- 2.23. **Insurance period:** the time interval during which insured events for which OMNIASIG VIENNA INSURANCE GROUP SA owes damages based on the Policy can occur.
- 2.24. **Policy:** insurance agreement consisting in the Specification, the Insurance conditions, the additional clauses, possible addenda and any other document attached to the Policy.
- 2.25. **Insurance premium:** the amount owed by the Insured/Contracting party for OMNIASIG VIENNA INSURANCE GROUP to insure the insured risks.
- 2.26. **Repatriation:** ensuring the transportation of the Insured, as follows:
- (i) transportation of the Insured's earthly remains to his domicile in the case of death caused by insured risks covered by the Policy;
  - (ii) transportation of the Insured under special conditions, as the case may be (including with an attendant – medical professional recommended by the physician) to his domicile or to a specialized hospital unit that can treat the medical case, the closest in Romania, the country of citizenship or of residence, if it's necessary to continue medical assistance.  
The repatriation shall be done exclusively by OMNIASIG VIENNA INSURANCE GROUP through the assistance company.
- 2.27. **Insured risk:** future event that is possible, but uncertain, covered by OMNIASIG VIENNA INSURANCE GROUP, the occurrence of which could cause damages.
- 2.28. **OMNIASIG ASSISTANCE** the representative of OMNIASIG VIENNA INSURANCE GROUP (an assistance company authorized to represent it) providing assistance to the Insured according to the Policy coverage.
- 2.29. **Recreational sport:** sporting physical activity, practiced occasionally, for leisure, as an amateur, under safe and normal conditions (proper equipment and/or assistance offered by an operator authorized for the respective activity) belonging to one of the following categories: skiing, snowboarding (with the exception of extreme skiing/snowboarding or skiing/snowboarding outside the slope), skibob, skating (with the exception of extreme roller skating), mountain hiking (on marked paths) up to an altitude of 2,500 m or up to an altitude of 5,000 m, with a mountain guide, climbing an adapted artificial wall, water skiing (with the exception of skiing with bare feet), swimming, scuba diving up to a depth of 30m, sailing, ski-jet, kiteboarding, windsurfing, rafting, kayak-canoe, cycling (with the exception of cycling in difficult terrain), carting, horseback riding, paintball, water bikes, tennis, football, basketball, volleyball, handball.
- 2.30. **Emergency situation:** sudden deterioration of the clinical-biological parameters or occurrence of an acute symptomatology that, in the absence of immediate treatment, could endanger the health/life of the Insured.
- 2.31. **Sublimit:** agreed upon amount that is part of the insured amount/liability limit for certain events and/or insured costs/expenses that are expressly designated in the Policy, representing the maximum liability of OMNIASIG VIENNA INSURANCE GROUP in the case of the occurrence of the respective event or the respective costs/expenses; the sublimit does not operate in any situation for the purpose of increasing the insured amount undertaken by OMNIASIG VIENNA INSURANCE GROUP.
- 2.32. **Insured amount/Liability limit:** the value mentioned in the Policy for which the insurance was concluded; represents OMNIASIG VIENNA INSURANCE GROUP's maximum liability in case of the occurrence of one or more insured events.
- 2.33. **Mugging:** robbery committed by making use of violence or threats or by rendering the victim unconscious or unable to defend oneself, as well as robbery followed by the use of such means in order to keep the stolen goods or to remove the traces of the crime or for the perpetrator to ensure his escape.
- 2.34. **Insured territory:** the territory of the countries that the Insured is travelling to, anywhere in the world, with the exception of the country of residence – Romania for Sections I, III, IV, V, VI, VII, VIII, IX and XI.

### **3. SCOPE OF THE INSURANCE; COVERED RISKS/EXPENSES AND PROVIDED ASSISTANCE SERVICES**

- 3.1. According to the coverage plan associated to the type of card, the scope of the insurance is:
- (i) the medical assistance required due to an emergency, in accordance with the provisions of Section I;
  - (ii) the Insured's bodily integrity in the case of accidents, in accordance with the provisions of Section II;
  - (iii) financial losses suffered by the Insured due to the disruption of the trip as mentioned in Section III
  - (iv) the Insured's baggage and/or additional expenses due to the late arrival of the baggage, in accordance with the provisions of Section IV;
  - (v) the Insured's baggage and/or additional expenses due to the late arrival of the baggage, in accordance with the provisions of Section V;
  - (vi) ID documents/passport, credit cards, travel tickets, in accordance with the provisions of Section VI;
  - (vii) additional expenses generated by missing the departure, in accordance with the provisions of Section VII;
  - (viii) the financial losses suffered by the Insured as a result of fraudulent transactions performed with the lost/stolen bank card belonging to the Insured, in accordance with the provisions of Section VIII;
  - (ix) covering the co-payment borne by the Insured based on a rental vehicle insurance policy from an authorized rental company, in accordance with the provisions of Section IX;
  - (x) the ski equipment and the financial losses suffered by the Insured due to the loss/damage of the ski equipment or disruption of the ski service package, in accordance with the provisions of Section X.
  - (xi) legal protection expenses, in accordance with the provisions of Section XI.
- 3.2. This Policy covers any trip that lasts maximum 90 consecutive days. The trip made exclusively in Romania is covered only under Section II – ACCIDENTS PERSONS and as long as there is a reservation for accommodation for at least one night, at an authorized tourist accommodation facility (hotel, motel, tourist villa, cabin, holiday village, boarding house etc.).
- 3.3. **Covered risks/expenses**
- 3.3.1. **Section I – EMERGENCY MEDICAL ASSISTANCE (only for travelling abroad)**
- (i) OMNIASIG VIENNA INSURANCE GROUP shall cover, within the limit of the insured amount / sublimits associated with this Section:
    - the medical expenses imposed by the emergency situation that must be made during the trip and generated by the occurrence of an accident/a sickness,
    - the repatriation expenses (including the cost of the coffin within the limit of EUR 2,000) in case of death as a result of an accident/ illness covered by the Policy.
    - Justified telephone costs made by the Insured to access the assistance services mentioned in art. 3.4. are settled by the Insurer within the limit of EUR 100 of the insured amount under this section.
  - (ii) In addition to the expenses mentioned in the previous paragraph, but within the limit of the insured amount associated with this Section, OMNIASIG VIENNA INSURANCE GROUP shall also reimburse, by prior approval, if the Insured is hospitalized for more than 10 consecutive calendar days:
    - The countervalue of a return ticket (economy class) and the temporary accommodation costs for the visit of the spouse or a relative of the Insured;
    - The transportation costs (economy class) and the temporary accommodation costs for a chaperone to accompany minor children, left unsupervised who travelled together with the Insured.
- 3.3.2. **Section II - PERSONAL ACCIDENTS**
- OMNIASIG VIENNA INSURANCE GROUP grants compensation, within the limit of the insured amount/sub-limit for this Section, for:
- (i) The death of the Insured during the trip as a result of an accident covered by the Policy;
  - (ii) Permanent invalidity due to an accident covered by the Policy, within maximum 12 months from the date of the accident;
  - (iii) Medical expenses in relation to body injuries suffered by the Insured due to an accident covered by the Policy while travelling in Romania.
- 3.3.3. **Section III – TRIP DISRUPTION (only for trips outside Romania)**
- OMNIASIG VIENNA INSURANCE GROUP covers, within the limit of the insured amount under this Section, the financial losses (costs/expenses) suffered by the Insured by trip

disruption (a trip disrupted by returning in Romania earlier than initially planned) as long as the disruption is necessary and inevitable due to the occurrence of the following risks:

- (i) The death of the following persons: the Insured, the spouse (including fiancée, partner) or relative (parents, in-laws, grandparents, children, sons in law, brothers, sisters, brothers and sisters in law);
- (ii) Serious sickness/injury of the following persons: the Insured, the spouse (including the fiancée, partner), a relative (parents, in-laws, grandparents, children, sons in law, brothers, sisters, brothers and sisters in law) or the travel partner;
- (iii) Destruction/devastation of the house of the Insured or of the office where he/she works (as director/associate) during the trip, caused by fire, theft, explosion, storm, fall of trees, airplane accident, natural disasters – flood, landslide, earthquake, robbery or burglary of the Insured/an alleged, events that require his/her presence at home/office;
- (iv) Summoning the Insured as part of a legal proceeding (regardless of the Insured's capacity in the proceedings), including launching the divorce proceeding by the Insured's spouse with the cumulative fulfilment of the following conditions:
  - The summons is received after the date of booking the trip or the date of entry into force of the Policy (whichever is first);
  - The Insured's presence in a proceeding is mandatory, according to the rules of the proceedings, and the proceedings take place outside the period of the trip.

**3.3.4. Section IV – BAGGAGE (only for trips outside Romania)**

OMNIASIG VIENNA INSURANCE GROUP grants damages, within the limit of the insured amount associated with this Section, for the damage suffered by the Insured during the trip, as a result of:

- (i) the loss, destruction or deterioration of the baggage during transportation as a result of theft or accidents involving the means of transportation that the Insured is travelling with and that was transporting the baggage;
- (ii) the destruction or deterioration of the baggage as a result of the occurrence of the following risks: fire, lightning, explosion, earthquake, flood, theft through break-in or mugging from the accommodation unit or burglary; delayed arrival of the baggage registered according to the written report of the transportation company (confirming the number of hours of delay), baggage temporarily lost in transit during the trip abroad and not returned to the Insured within 6 hours from his/her arrival at destination

**3.3.5. Section V – CIVIL LIABILITY (only for trips outside Romania)**

OMNIASIG VIENNA INSURANCE GROUP covers, within the liability limit associated with this Section, the tort liability of the Insured for direct material damages caused in accordance with the law and jurisprudence of the country where they travel, to third parties that fulfils the following conditions cumulatively:

- (i) it is in the form of property damage and/or bodily injury;
- (ii) it occurs during the insurance period and during the trip;
- (iii) it's caused by actions committed by the Insured culpably, during the insurance period and during the trip;
- (iv) it's reported by the affected person within 30 calendar days from the end of the trip.

**3.3.6. Section VI - DOCUMENTS (only for trips outside Romania)**

OMNIASIG VIENNA INSURANCE GROUP grants damages, within the limit of the insured amount associated with this Section, for the damage occurring in relation to the ID documents/passport, the documents of the personal vehicle, bank cards, transportation tickets belonging to the Insured required for continuing the trip or for returning in the country as a result of the occurrence, during the insurance period and during the trip, of the risks of loss, theft or mugging.

**3.3.7. Section VII – DELAYED DEPARTURE / MISSED CONNECTION (only for trips outside Romania)**

OMNIASIG VIENNA INSURANCE GROUP grants damages, within the limit of the insured amount /sublimits applicable to this Section, for the necessary, reasonable and additional expenses generated by the delay of more than 12 hours (according to the written report of the transportation company confirming the number of hours of delay and the reason) from the scheduled hour of departure from the final point of departure from or to Romania (according to the travel ticket) of the means of transport booked (including

the costs incurred for missing the connection) as a result of the occurrence, during the insurance period, of the following risks:

- (i) unfavourable weather – confirmed by the competent institutions;
- (ii) mechanical damage/technical dysfunctions of the booked means of transportation;
- (iii) strikes/similar actions/security alarm (that had not yet been declared on the date the trip was booked, whichever happens last).

**3.3.8. Section VIII –FRAUDULENT TRANSACTIONS (only for trips outside Romania)**

OMNIASIG VIENNA INSURANCE GROUP grants damages, within the limit of the insured amount associated with this Section, for the financial losses suffered by the Insured in the case of fraudulent transactions made with the Insured's bank card (issued by the Contracting party and for which this policy is validated), lost/stolen during the insurance period and during the trip.

The coverage provided by this section only refers to fraudulent transactions made by a third party during the period determined by the date of the loss/theft mentioned in the report issued by the Police and the date of the acknowledgement of receipt by the Contracting Party (the card issuer) of the notice regarding the loss/theft of the card, not exceeding 72 hours.

**3.3.9. Section IX – FULL-BODY INSURANCE (only for trips outside Romania)**

OMNIASIG VIENNA INSURANCE GROUP covers, within the limit of the insured amount associated with this Section, the part of the damage that is borne by the Insured, respectively the deductible applicable based on a full-body insurance policy concluded for the vehicle leased during the trip as a result of traffic accidents or theft covered by the insurance policy.

**3.3.10. Section X – SKI HOLIDAY – SPECIFIC PACKAGE**

OMNIASIG VIENNA INSURANCE GROUP grants damages, within the limit of the insured amount/sublimits associated with this Section, for:

- (i) Destruction, damage, theft of the ski equipment owned or leased by the Insured during the period of insurance and during the trip; in the case of leased equipment, the compensation is limited to the liability of the Insured for such a loss, damage.
- (ii) Reasonable costs/expenses in relation to the lease of the ski equipment as a result of occurrence of the risks mentioned under point (i) or the temporary loss in transit of the ski equipment for more than 24 hours.
- (iii) Financial losses suffered by the Insured, representing irredeemable costs related to the package of ski services contracted and not used (the rent for the ski equipment, the cable car card, the ski school), due to the occurrence of an accident or sickness of the Insured during the insured period and during the trip.

**3.3.11. Section XI LEGAL PROTECTION (only for trips outside Romania)**

OMNIASIG VIENNA INSURANCE GROUP grants damages within the limit of the insured amount for this Section for the costs/expenses made by the Insured as a result of civil proceedings, in relation to recovery/repair of prejudices suffered by the Insured, body injuries and/or death, caused by a third party in the insured period and during the trip in the insured territory.

OMNIASIG VIENNA INSURANCE GROUP, by its attorneys, shall approve in advance any legal proceeding and decide from which point the negotiations cannot continue in a useful manner.

**3.4. TRAVEL ASSISTANCE SERVICES (only for trips outside Romania)**

If an insured event occurs, OMNIASIG VIENNA INSURANCE GROUP provides assistance through OMNIASIG ASSISTANCE, consisting of:

- (i) For Section I – EMERGENCY MEDICAL ASSISTANCE: scheduled to be examined by a specialized physician; support given for hospitalization and/or repatriation of the Insured or return to Romania of minors, as applicable; the supply of guarantees for the payment of hospital services (the payment shall be made directly to the medical service provider for the medical costs covered by the Policy);
- (ii) for all of the other Sections covered by the Policy, as the case may be: support / counselling for recovery of delayed baggage registered, if the Insured sends the number/reference of registration; support for replacement of loss/stolen documents, including indications/recommendations regarding the competent offices, organizing the transport for returning home for suspending the trip covered by the Policy
- (iii) sending messages to the Insured's relatives, colleagues or friends from Romania.

#### **4. EXCLUSIONS**

OMNIASIG VIENNA INSURANCE GROUP does not cover/is not liable for damage caused, produced or aggravated, directly or indirectly, by or as a consequence of:

##### **4.1. GENERAL – applicable to all Sections**

- (i) war, invasion, actions of a foreign enemy, hostilities (regardless of whether a state of war has been declared or not), civil war, rebellion, revolution, conspiracy, insurrection, military revolt, with or without the usurpation of power, martial law, actions of evildoers acting in the name of or in connection with any political organization, confiscation, nationalization, expropriation, seizure, requisitioning, destruction or damaging ordered by the rightful or factual governing authorities or by any public authority, terrorism, sabotage, strike, lock-out, revolt, civil unrest (with the exception of the risks covered in accordance with Section VII);
- (ii) nuclear reaction, nuclear radiation or radioactive contamination, pollution or contamination due to any cause, pressure generated by an aircraft breaking the sound barrier;
- (iii) normal effects of light, temperature, state of time and radiation of any kind (with the exception of the risks covered in accordance with Section VII);
- (iv) intentional actions of the Insured, Contracting party or Beneficiary;
- (v) the Insured intentionally committing or attempting to commit criminal offences; committing any offence in accordance with the legislation of the country where the event occurred (including failure to observe the regulations regarding driving on public roads which is an offence);
- (vi) participating in competitions/demonstrations (including training for them);
- (vii) practicing sports that do not correspond to the sports covered by the Policy;
- (viii) a lucrative activity involving physical labour or a professional driver certificate;
- (ix) engaging the Insured in operations of Armed Forces or in an air flight, other than as passenger of an airplane operated by an authorized passenger transportation company;
- (x) making the trip contrary to the opinion not to travel issued by the attending physician due to an existing medical condition (regardless if the Insured has asked their opinion or not)
- (xi) travelling with the intention to obtain medical services (treatments, surgical interventions, investigations, counselling);
- (xii) making the trip contrary to any travel interdictions/warnings issued by the competent authorities

##### **4.2. Exclusions related to sanctions**

OMNIASIG VIENNA INSURANCE GROUP does not offer coverage, cannot be considered responsible or obliged to pay any damage or supply this benefit based on these insurance terms, if the coverage of the risks, the payment of damages for these risks or the supply of the relevant benefits would expose OMNIASIG VIENNA INSURANCE GROUP to any sanction, interdiction or restriction in accordance with the UN Resolutions or with the trade or economic sanctions, laws and regulations of the European Union, Romania, United Kingdom or the United States of America (as long as this does not breach any specific regulation or law applicable to OMNIASIG VIENNA INSURANCE GROUP).

##### **4.3. PARTICULARITIES**

###### **4.3.1. Section I – EMERGENCY MEDICAL SERVICES**

- (i) chronic illnesses or pre-existing medical conditions, except for emergency medical care, to save the life of the Insured or to relieve acute pain for a sublimit of EUR 500;
- (ii) illnesses/accidents due to alcohol consumption, drug use, narcotics, drug abuse, driving a vehicle without a valid driving license for the said category (including in situations of cancellation/suspension);
- (iii) self-harm caused intentionally by the Insured, suicide (including attempted suicide);
- (iv) mental illness, mental or nervous disorders (including depression, anxiety), except for panic attacks manifested as a first medical episode;
- (v) failure to undertake mandatory or recommended vaccines as required by the local authorities of the countries in which they travel;
- (vi) accidents due/caused while the Insured has the quality of passenger of a means of air transport (examples: plane, glider, helicopter) belonging to an unrecognized/unauthorized airline;
- (vii) cancer, sexually transmitted diseases, tuberculosis, HIV/AIDS;
- (viii) experimental medical procedures, therapeutic procedures not medically recognized and/or not recognized by the competent institutions, as well as their

- consequences;
- (ix) pregnancy/childbirth (including voluntary termination of pregnancy or abortion), except for acute complications occurring in the first 30 weeks of pregnancy, in which case OMNIASIG VIENNA INSURANCE GROUP will reimburse only expenses relating strictly to medical procedures to save the mother's life and/or of the child;
  - (x) cosmetic treatments/cosmetic surgery (except for reconstructive surgery required as a result of an accident/illness covered by the Policy);
  - (xi) organ transplant, sterility, artificial insemination, pathological fractures;
  - (xii) vaccinations of any kind and/or their consequences;
  - (xiii) treatments, necessary to be administered or granted during the trip abroad, but known or prescribed before the start of the trip;
  - (xiv) products classified as: nutritional or dietary supplements, cosmetics, whether or not prescribed by a physician or recognized as having therapeutic effects;
  - (xv) treatments/medications that have not been prescribed by a licensed physician and any other over-the-counter (OTC) medications;
  - (xvi) medical assistance provided by the Insured's relatives;
  - (xvii) thermal cures, recovery treatments, physiotherapy and treatments in rest homes, sanatoriums and other similar institutions;
  - (xviii) repatriation expenses for which there is no prior agreement of OMNIASIG VIENNA INSURANCE GROUP, as well as medical expenses incurred after the date on which, although possible, the repatriation was not made as a result of the Insured's decision;
  - (xix) epidemics declared prior to the Insured's arrival in the said country.
  - (xx) additional expenses for special hospital services (examples: telephone, television, private room).
  - (xxi) medical services provided outside the insured territory or unrelated to an emergency situation;
  - (xxii) medical expenses incurred after returning to Romania or after the repatriation of the Insured (whichever occurs earlier);
  - (xxiii) expenses for the purchase or repair of medical devices: prostheses, orthoses, glasses, contact lenses, etc.
  - (xxiv) expenses for medical services that can be postponed until the return to Romania, according to the doctor's opinion;

**4.3.2. Section II – PERSONS' ACCIDENTS**

The insurer does not grant indemnities in the following situations:

- (i) if the Insured (including additionally) is attributed the following facts, which led, directly or indirectly, to the accident:
  - driving a vehicle without having this right;
  - consumption of alcoholic beverages above the limit of 0.8 per thousand, of products or narcotics, psychotropic substances or drugs with similar effects, drugs without a prescription;
  - the use of a vehicle without a valid registration certificate or without a valid driving license/evidence;
  - participation in competitions/demonstrations (including training for them), requiring the use of an air/sea/land motor vehicle;
- (ii) accidents due/caused while the Insured (including additionally) has the quality of passenger of a means of air transport (plane, glider, helicopter, etc.) belonging to an unrecognized/unauthorized airline;
- (iii) accidents due/caused during the practice by the Insured (including additionally) of dangerous/hazardous sports (gliding, skydiving, rock climbing, activities at and below water level, etc.);
- (iv) self-harm caused intentionally by the Insured, suicide (including attempted suicide);
- (v) the exclusions from art. 4.3.1 (i) - (xii).

**4.3.3. Section III: TRAVEL INTERRUPTION**

- (i) the amounts that the Insured has the right to recover from the travel agency, tour operator or transport or accommodation provider, in accordance with the clauses of the travel service contracts concluded regarding the withdrawal, even if these amounts are not actually recovered or become irrecoverable due to causes



- independent of OMNIASIG VIENNA INSURANCE GROUP;
- (ii) illness and/or death as a result of:
    - chronic diseases, sexually transmitted diseases, mental illness, nervous system diseases, HIV infection, allergic diseases, epidemics;
    - pre-existing medical conditions, congenital anomalies/malformations;
    - pregnancy/full-term birth (including voluntary abortion);
    - drug use or alcohol abuse.
  - (iii) suicide (including attempted suicide),
  - (iv) experimental medical procedures, specific to medical research
  - (v) normal pregnancy unrelated to any bodily injury, illness, death

**4.3.4. Section IV - LUGGAGE**

- (i) damage to fragile, damaged items (glassware, porcelain) if they are not due to a fire or accident involving the vehicle carrying them;
- (ii) cash, valuable documents (shares, bonds, treasury bills, government securities, cards, commercial bills, negotiable payment instruments, certificates of deposit, vouchers, post stamps/tax stamps, transport subscriptions and tickets, tickets for shows, vouchers, etc.), jewelery, platinum, gold or silver objects, gems, art objects or collections, food, perishables, fur coats, mobile phones, contact lenses, prostheses, orthoses, musical instruments, spare parts for motor vehicles;
- (iii) objects/articles intended for trade, exercise of profession, profession or occupation;
- (iv) damage caused if the luggage was left in a vehicle (exceptions: if the vehicle was parked in a locked garage or guarded parking lot or caravan-specific camping site; if it can be proved that the theft took place between 6:00 and 22:00 and the luggage was placed in an outside place which was out of the view);
- (v) damage caused if the luggage has been forgotten in the means of transport or hotel;
- (vi) damage resulting from any process or operation of cleaning, drying, ironing, repair, modification;
- (vii) any claim for compensation in connection with theft, loss or delay of luggage for which there is no complaint to the transport company, hotel or police (as the case may be), registered within 24 hours from the date of discovery and for which no official written report has been issued;
- (viii) damage resulting from the leakage or dissipation of liquids or dust existing in the luggage;
- (ix) claims for consequential damages (ex. lack of use, depreciation of value);
- (x) damages resulting from the Insured's failure to comply with reasonable safety and supervision measures (examples: in unguarded places, in the open air, on balconies or on open terraces), except in case of theft of goods left unattended in a locked enclosure and there are traces of burglary;
- (xi) luggage delay due to the actions of the police or customs authorities or other authorities authorized to detain them, strikes/labor disputes that occurred before the start of the trip.
- (xii) damage to the ski equipment during its use/transportation.

**4.3.5. Section V – PERSONAL CIVIL LIABILITY**

- (i) damages not directly related to the damage to goods/bodily injuries - indirect financial losses (examples: lack of use of the destroyed goods, decrease of their value after repair);
- (ii) damages caused to the goods that are in the care, custody or under the control of the Insured;
- (iii) damages in connection with valuable documents, documents, registers or securities, deeds, manuscripts, gems, platinum, gold or silver objects, postage stamps and the like, collections, paintings, sculptures or other objects of artistic, scientific or historical value, as well as for the destruction or disappearance of money;
- (iv) claims for non-pecuniary damage (the price of pain, the pecuniary value of the psychic trauma caused as a result of the bodily injuries, other non-patrimonial personal damages);
- (v) claims regarding the responsibilities arising from the non-performance or improper performance of a contractual relationship (any contractual liability, which in the

absence of such a contract would not have existed), as well as any claims arising from the exercise by the Insured of a commercial job, profession or activity (tade acts or deeds);

- (vi) civil liability triggered by the possession or use of means of transport, drones, animals, land or buildings (other than buildings temporarily used for the purpose of travel);
- (vii) claims relating to fines of any kind, court costs which the Insured would be obliged to pay by penal decision, as well as expenses for the execution of the decisions regarding the payment of compensations;
- (viii) compensation claims made in connection with/as a result of a court decision, arbitral awards or any legal proceedings issued by a court in the USA, the territories owned or in its possession and/or Canada;
- (ix) damages resulting from the Insured's commission of a deed provided by the criminal law, willful misconduct or gross negligence;
- (x) damages resulting from alcohol consumption, drug use, narcotics, drug abuse, contagious diseases;
- (xi) damages resulting from sexual molestation/harassment, physical or mental abuse;
- (xii) claims for compensation made by the spouse, relatives or travel partners of the Insured for their own direct, indirect damages.

**4.3.6. Section VI: DOCUMENTS**

- (i) damages caused in the country of residence, Romania;
- (ii) non-compliance by the Insured with the reasonable security and surveillance measures, except in cases where the documents are in an enclosed space (including the vehicle, but not left in a visible place) and there are traces of burglary;
- (iii) if the insured documents have been left in the care of a person who is not entitled, by the position he holds, to take care of such documents;
- (iv) any claim for damages related to the theft/loss of insured documents or the occurrence of robberies for which there is no complaint to the hotel administrator and/or police, registered within 24 hours from the date of discovery and for which no official written report has been issued.

**4.3.7. Section VII - DELAYED DEPARTURE / MISSED CONNECTION**

- (i) the orders or recommendation of the Civil Aviation or Port Authority or of other similar authorities regarding the temporary withdrawal of the means of transport used by the Insured for making the scheduled trip;
- (ii) additional travel expenses, if the public transport operator has offered alternative travel schemes;
- (iii) missed connection, if there are less than 2 connecting hours between the connecting flights or less than the number of connecting hours imposed by the flight reservation systems.

**4.3.8. Section VIII – FRAUDULENT TRANSACTIONS**

- (i) unauthorized use of the card by the spouse or relatives of the Insured up to the fourth degree of kinship, travel partner, business associations;
- (ii) loss or theft of the card occurred during and in the period immediately following the occurrence of fires, explosions, or natural disasters (earthquakes, floods, etc.) or special risks (vandalism, terrorism, strikes, riots, civil unrest);
- (iii) the failure of the Insured to request to block the card account by the Contractor issuing the card, within 24 hours after the Insured found the loss of material possession over the bank card.

**4.3.9. Section IX – CASCO franchise**

- (i) events of damage consequence of non-compliance by the Insured with the conditions of the contract regarding the rental of the vehicle;
- (ii) driving the vehicle under the influence of alcohol, drugs or narcotics or drugs with similar effects that are not compatible with the driving license, without a valid driving license for that category (including in situations of cancellation/suspension).

**4.3.10. Section X –SKI HOLIDAY– SPECIFIC PACKAGE**

- (i) .
- (ii) the exclusions mentioned in art. 4.3.4;
- (iii) pre-existing medical conditions.

**4.3.11. Section XI – LEGAL PROTECTION**

- (i) claims for damages caused in the country of residence, Romania;
- (ii) claims for legal proceedings in which the Insured is involved, obviously unfounded;
- (iii) action in court in which the estimated compensatory value is lower than the value of the covered expenses (the insured amount related to this Section);
- (iv) any complaints against a transport company, travel agency, tour operator and their agents who organize any trip, travel partners, family members, representatives of OMNIASIG VIENNA INSURANCE GROUP;
- (v) the claims of the Insured against the guilty persons, notified to the Insurer after the expiration of 30 days from the date of the incident generating damages or those not accepted in writing by OMNIASIG VIENNA INSURANCE GROUP;
- (vi) negligence of the medical staff/medical service provider.
- (vii) claims for compensation made by the Insured in a quality other than that of an individual.

**5. INSURED AMOUNT/ LIABILITY LIMIT**

5.1. The insured amounts, the sublimits / liability limit related to the sections included in the insurance are according to the agreed coverage plan.

5.2. The coverage plans are established depending on the type of card issued by the Contractor, held/used by the Insured, as follows:

Covered sections		Standard coverage plan	Plus coverage plan
		Insured amounts / Liability limits / Sublimits	
		applicable per card and year of insurance	
		EUR 40.000	EUR 80.000
Coverage plans		applicable by Sections and year of insurance (EUR)	
Eligible products		<ul style="list-style-type: none"> <li>• BCR Gold Visa Credit card, BIN 498552</li> <li>• MasterCard Business GOLD, BIN 512787</li> <li>• MasterCard Corporate Dacia, BIN 52806701</li> <li>• BCR Gold MasterCard Credit Card in eur, BIN 543029</li> <li>• BCR Gold MasterCard Credit Card, BIN 546488</li> <li>• Visa Business USD, BIN 493417</li> <li>• MasterCard Gold, BIN 517045</li> <li>• Mastercard Business eur, BIN 552678</li> <li>• Mastercard Business Gold RON, BIN 558432</li> <li>• Mastercard Corporate RON, BIN 52816301</li> <li>• Mastercard Corporate EUR, BIN 52816401</li> <li>• Mastercard Corporate EUR credit, BIN 52648101</li> <li>• MasterCard Corporate credit in Lei, BIN 52806799</li> </ul>	<ul style="list-style-type: none"> <li>• EPB World Elite MasterCard Credit Card, BIN 522884</li> <li>• EPB Platinum MasterCard, BIN 531421</li> <li>• VISA PLATINUM, BIN 477196</li> <li>• VISA INFINITE, BIN 477197</li> <li>• MasterCard World Elite, BIN 559201</li> </ul>
S I	Emergency medical care	Total: EUR 40.000	Total: EUR 80.000

	and other expenses		dental pain: EUR 100 repatriation: EUR 7,000 accompanying relative in case of hospitalization: EUR 750 (accommodation max. 10 nights + economic flight) minor children accompanying: EUR 500 (accommodation max. 3 nights + economic flight)		dental pain: EUR 200 repatriation: EUR 7,000 accompanying relative in case of hospitalization: EUR 1,500 (accommodation max. 10 nights + economic flight) minor children accompanying: EUR 1.000 (accommodation max. 3 nights + economic flight)
				Sub-limits	
S II	Persons' accidents	Total: 20.000 EUR		Total: 40.000 EUR	
		Sublimit for medical expenses: EUR 1,000		Sublimit for medical expenses: EUR 2000	
S III	Travel interruption	EUR 2,000		EUR 5,000	
S IV	Luggage loss / destruction	EUR 200		EUR 1,000	
	Luggage delay after 6 hours	Sublimit per article: EUR 50		Sublimit per article: EUR 100	
S V	Personal civil liability	EUR 20,000		EUR 50,000	
S VI	Documents	EUR 200		EUR 500	
S VII	Delayed departure / Missed connection	EUR 400		EUR 1,000	
		Sublimit for 12 hours delay: EUR 80		Sublimit for 12 hours delay: EUR 150	
S VIII	Fraudulent transactions	-		EUR 1,000	
S IX	CASCO franchise	-		EUR 1,000	
S X	Ski holiday - specific package	-		Ski equipment: - EUR 2,500 (own) - EUR 750 (rented)	
				Inchiriere echipament ski: - EUR 250 - EUR 25 EUR per day	
				Ski package interruption: EUR 1,500	
S XI	Legal protection	EUR 2,500		EUR 5,000	

## 6. INSURANCE PREMIUM

6.1. The insurance premium is calculated and paid according to the provisions of the Agreement concluded between OMNIASIG VIENNA INSURANCE GROUP and the Contractor.

## 7. THE BEGINNING AND END OF THE INSURANCE; OMNIASIG VIENNA INSURANCE GROUP LIABILITY

7.1. The insurance period begins on the date of entry into force of the card contract but not earlier than the date of entry into force of the Agreement concluded between OMNIASIG VIENNA INSURANCE GROUP and the Contractor and ends on the date (whichever occurs earlier):

- date of termination of the card contract,

- date of termination of the Convention
- 7.2. The liability of OMNIASIG VIENNA INSURANCE GROUP is conditioned by (cumulative conditions):
  - (i) the validity of the card issued by the Contractor
  - (ii) the use by the Insured of the card issued by the Contractor to which this insurance is attached:
    - either for the payment of travel expenses (accommodation and/or transport), in full or in part. If traveling by car, the transport costs refer to the cost of the fuel and must have been made no later than 30 days before the start of the trip.
    - or for payments made by Card no later than 2 months before the trip and in the minimum amount of lei 500.
- 7.3. OMNIASIG VIENNA INSURANCE GROUP's liability for each covered trip begins when the Insured leaves the residence, hotel or place of business (whichever is the last) in order to start the scheduled trip, provided that the policy validation conditions are met and ceases at any specified time below (whichever occurs earlier):
  - the moment when the Insured arrived at his residence, hotel or business premises (whichever is the first), at the end of the scheduled trip;
  - at 24:00 of the last day of the insurance period.
- 7.4. The insurance period for each covered trip is automatically extended with the delay period in case the Insured's return to the country of residence, Romania, is inevitably delayed by the occurrence of an insured event covered by the Policy.

## **8. OBLIGATIONS OF THE INSURED**

- 8.1. The insured has the following obligations:
  - 8.1.1. Before the entry into force of the insurance and during its implementation:
    - (i) take all reasonable precautions to prevent the occurrence of damage, reduce the likelihood of damage occurring, including measures to protect the insured property from loss, theft, damage or destruction;
  - 8.1.2. In case of occurrence or of any insured event:
    - (i) to inform/contact OMNIASIG VIENNA INSURANCE GROUP (at the telephone numbers provided in the Policy) as soon as possible, in connection with the occurrence of the insured event and to follow its instructions; For Section I - MEDICAL ASSISTANCE: If the Insured cannot justify the impossibility of contacting or delaying the contacting of the assistance company, the compensation will be limited to 5% of the insured amount related to this Section, but not more than EUR 2500.
    - (ii) to allow the representatives of OMNIASIG VIENNA INSURANCE GROUP/OMNIASIG ASSISTANCE to investigate the circumstances of the insured risk, to facilitate the obtaining of all the information necessary to resolve the claim (examples: dispensing of health units / physicians of the professional secrecy - authorization given by the Insured through the agreement for the conclusion of the Policy, the details of the trip made - destination, time interval) and, if they consider it necessary, to undergo an additional medical examination (at the expense of OMNIASIG VIENNA INSURANCE GROUP);
    - (iii) to report to the competent authorities (Police or other appropriate local authority), the air carrier, as the case may be, the loss or damage suffered in connection with luggage, documents, ski equipment, within 24 hours of discovery and to obtain a written report; to comply with the notification deadlines specified in the transport conditions;
    - (iv) to comply with the terms of the travel agency contract, of the tour operator and the transport provider;
    - (v) to submit/provide all documents and information required by OMNIASIG VIENNA INSURANCE certifying the occurrence of the insured event and those necessary for the assessment, establishment and payment of the insurance indemnity/compensation:
      - any medical certificate/report attesting the diagnosis and treatment followed or the permanent disability, hospitalization/discharge tickets, prescribed medical prescriptions;
      - the death certificate/medical finding including the cause of death

- the official report, the ascertaining certificate or the written report drawn up by the police, by the roadside assistance company or by other institution authorized to observe/investigate the occurrence of the event (police, firefighters, etc.),
- proof of the Insured's statement submitted to the competent local authorities, the transport company of the theft, robbery or loss of documents/luggage/ski equipment,
- copy of the contract for the marketing of tourist services,
- the transport tickets in original;
- the receipts / invoices or evidence regarding the ownership of the lost, stolen or damaged goods to substantiate the right to claim compensation;
- the document regarding the registration of the luggage upon the pick-up, the written report of the transport company regarding the delay of the checked luggage or of the booked means of transport,
- the confirmation of receipt by the Contractor, by the card issuer, of the notice of loss or theft, the complaints submitted to the Police and a copy of the bank document attesting the amount of the debited amounts,
- the final and irrevocable decision regarding the payment of compensation for the civil liability section (if it has not been settled amicably),
- the invoices/receipts, any other supporting documents for the settlement of expenses covered by the Policy, etc.;

In the case of the original documents issued in a foreign language for which OMNIASIG VIENNA INSURANCE GROUP requests a certified translation into the Romanian language, and the cost of translation shall be borne by OMNIASIG VIENNA INSURANCE GROUP.

- (vi) to keep the damaged/destroyed items from the insured luggage, in order to correctly assess the recoverable damage/remaining objects;
- (vii) To take, as appropriate, all justified and reasonable measures in order to limit the damage; examples: in case of interruption of the trip, to use the original transport ticket or to request its reconfirmation; in the case of civil liability, not to make any offer, promise, transaction or payment, and to defend himself/herself during the process taking into account also any recommendations made by OMNIASIG VIENNA INSURANCE GROUP, including the recommendation to hire a lawyer for all the stages of the proceedings; in case of loss/theft of the bank card, to request the issuing bank, in writing, to block the card account within maximum 12 hours from the moment of the loss/theft of the bank card or from the moment of becoming aware of such loss/theft.
- (viii) to take all the measures and to undertake all the steps available to him/her for the recovery of the lost or stolen goods;
- (ix) (to take all measures and complete all formalities for the preservation of the right of OMNIASIG VIENNA INSURANCE GROUP to sue for compensation against third parties guilty of causing the damage;
- (x) to submit the documents necessary for the investigation of the damage within a maximum period of 90 days of the date of occurrence of the insured event;
- (xi) to reimburse to the Insurer any amounts taken into account in the calculation of the indemnity and recovered by the Insured after its payment.

8.2. In case of non-fulfillment of the obligations provided in art. 8.1, OMNIASIG VIENNA INSURANCE GROUP has the right to refuse the payment of the compensation/indemnity, in whole or in part, corresponding to the influence of the unfulfilled obligations on the occurrence of the insured event, the increase of the damage and/or the establishment of the indemnity.

In case of non-compliance by the Insured with the obligation to communicate the occurrence of the insured event within the term established by the Policy, OMNIASIG VIENNA INSURANCE GROUP has the right to refuse to pay the compensation/indemnity, if for this reason it could not determine the cause of the insured event.

8.3. If the Policy is signed by a Contractor, he will have to comply with the obligations deriving from the Policy, except those which by their nature can only be observed by the Insured. The non-fulfillment by the Contractor of the obligations assumed by this Policy is opposable to the Insured/Beneficiary.

**9. FINDING AND ASSESSING DAMAGES; ESTABLISHING AND PAYING COMPENSATIONS / INDEMNITIES**

- 9.1. The ascertainment and assessment of damages is made by OMNIASIG VIENNA INSURANCE GROUP, directly or through authorised persons, together with the Insured or hi/her authorised persons, the damaged third party, including experts, based on the documents and information provided by the Insured.
- 9.2. The value of the compensation/indemnity due in accordance with the provisions of each Section shall not exceed the insured amount/sublimits related to that Section nor the amount of the damage suffered.
- 9.3. The amount of the damage represents (observing the applicable sublimits mentioned in the Policy):
- 9.3.1. **for Section I - EMERGENCY MEDICAL ASSISTANCE:** the equivalent value of the medical expenses, of the repatriation expenses and/or of the covered expenses according to the provisions of art. 3.3.1.;
- 9.3.2. **for Section II - PERSONAL ACCIDENTS:** the insured amount and/or the equivalent value of the covered medical expenses according to the provisions of art. 3.3.2.
- 9.3.3. **for Section III - INTERRUPTION OF TRAVEL:** irrecoverable costs of non-travel, accommodation and other taxes paid by the Insured according to the contracts for the sale of tourist services concluded with the travel agency, tour operator and/or the transport or accommodation provider (calculated pro-rata for the number of days corresponding to the period between the date of return to Romania and the initially scheduled date of return) together with the additional transport expenses (in conditions similar to those initially reserved and previously agreed by OMNIASIG VIENNA INSURANCE GROUP) made for the purpose of returning to Romania.
- 9.3.4. **for Section IV - LUGGAGE:**
- in case of loss, destruction or damage caused to the luggage - the lowest value between the cost of repair (using materials/components of the same kind, quality, functional parameters) and the value of the good established at the time of occurrence of the insured event (diminished purchase price of a good identical or similarly, in the case of goods which age older than 12 months, with the value depreciation being set according to the assessment of OMNIASIG VIENNA INSURANCE GROUP depending on wear, age, use), of which the value of the recoverable elements is subtracted;
  - in case of delay - the costs generated by the urgent purchase or replacement of some strictly necessary personal items (clothing, medication, toiletries) and those related to the urgency of recovering the delayed luggage.
- 9.3.5. **for Section V - CIVIL LIABILITY:** the amounts that the Insured is obliged to pay to the injured persons as compensations, based on the law of the foreign country where the Insured travels, and the court costs, as the case may be.
- 9.3.6. **for Section VI - DOCUMENTS:** the necessary and reasonable costs for the replacement (temporary, as appropriate) of lost/stolen insured documents, consisting of expenses related to the communication for advice regarding the steps to be taken (examples: coordination of contacts with consular authorities, in case loss of passport) and additional expenses incurred for transport/accommodation in the locality in the insured territory where the documents are issued, including the fees for issuing new identity documents.
- 9.3.7. **for Section VII - DELAYED DEPARTURE / LOST LINK** necessary, reasonable and additional expenses incurred in connection with:
- hotel services (first night accommodation), food, telephone calls that are strictly necessary, transfer to/from the hotel;
  - travel expenses involved for rescheduling the flight links outside the country of residence (Romania) to reach the initially scheduled destination or for returning to Romania - under conditions which are similar to those initially booked;
- 9.3.8. **for Section VIII - FRAUDULENT TRANSACTIONS:** the value of the amounts debited, as well as the approval expenses of the issuing bank and the amounts for replacing the lost/stolen card;
- 9.3.9. **for Section IX - CASCO FRANCHISE:** the cost of repairing the rented vehicle or the amount of the franchise that the Insured is obliged to pay (whichever is lower).

**9.3.10. for Section X - SKI HOLIDAY - SPECIFIC PACKAGE:**

- for the ski equipment: the lowest value between the cost of repair (using materials/components of the same type, quality, functional parameters) and the value of the good established at the time of occurrence of the insured event (diminished purchase price of a good identical or similarly, in the case of goods which age older than 12 months, with the value depreciation being set according to the assessment of OMNIASIG VIENNA INSURANCE GROUP depending on wear, age, use), of which the value of the recoverable elements is subtracted;
- for renting: the costs of renting the ski equipment;
- for the interruption of the ski package: the irrecoverable costs related to the package of unused contracted ski services (ski equipment rental, cable car card, ski school).

**9.3.11. for Section XI - LEGAL PROTECTION:** the equivalent value of the expenses incurred by the Insured with the judicial procedure in a lawsuit and other expenses determined by the representation and legal assistance in connection with the recovery of the damages suffered by the Insured;

The Insured is obliged to reimburse any legal costs paid as compensation up to the level of the amounts recovered as compensation by the Insured (including his lawyer).

**9.4.** The Compensation/Indemnity will be paid to the Insured Beneficiary (if the direct settlement procedure between OMNIASIG VIENNA INSURANCE GROUP and the supplier does not apply):

- in lei at the B.N.R. exchange rate from the date of occurrence of the insured event;
- within 15 calendar days from the date of submission of the last document necessary for the investigation of the claim, a document that must be submitted no later than the fulfillment of the maximum term for having the case file completed by the Insured or Beneficiary according to art. 8.1.2. (X).

**9.5.** OMNIASIG VIENNA INSURANCE GROUP is entitled:

**9.5.1.** to suspend the investigation of the claim file until the completion of the criminal trial if, in connection with the occurrence of any insured event, the criminal investigation against the Insured, the Contractor or the Beneficiary has started;

**9.5.2.** to carry out investigations, to carry out researches (including expertises) by any legal means (directly or through authorized persons) with the aim of establishing the reality, causes and circumstances of the insured event, as well as the amount of damage, if there are reasonable suspicions about these issues; OMNIASIG VIENNA INSURANCE GROUP will notify the Insured / Contractor / Beneficiary in writing regarding the commencement of the above-mentioned investigations/researches within 15 calendar days from the date of their commencement, also to notify the Insured / Contractor / Beneficiary of the result of the investigations within 15 days from their completion; the deadline for the completion of the investigations depends on the possible legal procedures involved, as well as the complexity of those investigations and/or researches.

**9.5.3.** not to award compensations / indemnities if:

- (i) The Insured, the Contractor or the Beneficiary is of bad faith in the sense that in his or her representatives' statements, which are made upon notifying the damage and/or during its investigation, there are untruths, forgeries, fraudulent aspects or omissions aimed at misleading OMNIASIG VIENNA INSURANCE GROUP;
- (ii) The Insured or the Beneficiary cannot justify their right to the payment of the indemnity;
- (iii) the results obtained from the investigations and/or the investigations carried out by OMNIASIG VIENNA INSURANCE GROUP show fraudulent aspects, contradict the statements regarding the causes and circumstances of the insured event or those in connection with the damage.

**9.6.** By paying the compensation/indemnity, any claims of the Insured/Beneficiary towards OMNIASIG VIENNA INSURANCE GROUP are extinguished, in connection with the respective event.

**10. OTHER INSURANCES**

**10.1.** Following the occurrence of an insured event, the Insured has the obligation to notify OMNIASIG VIENNA INSURANCE GROUP in writing, on the occasion of approving the occurrence of the insured event, on the existence of any other insurance (contracted by the Insured or on his/her behalf) in force on the date of occurrence or of the insured event, having the object of the



insurance, the risks and costs/expenses that are covered partially or totally similar to those insured by this Policy.

În situația în care există astfel de asigurări (excepție Secțiunea II – Accidente Persoane):

- in the case of property insurance, OMNIASIG VIENNA INSURANCE GROUP will not pay more than its proportional share;
- in the case of other types of insurance, the Policy validates and produces effects only for the possible difference of compensation left uncovered based on the other insurances.

## **11. TERMINATION/ DENUNCIATION; NOTIFICATIONS / COMMUNICATIONS**

- 11.1. If the Insured is of bad faith (unless the Policy is struck by absolute nullity), OMNIASIG VIENNA INSURANCE GROUP has the right to terminate the Policy, without refunding the insurance premium, the termination becoming effective from the date of receipt of the notification by the Insured or the Contractor in this regard.
- 11.2. In case of termination of the Policy for any reason (termination, termination as of right etc.), in case the compensations have already been paid or damages are notified based on the terminated Policy, its provisions apply to all insured events occurred before the date termination, until their final liquidation, and OMNIASIG VIENNA INSURANCE GROUP does not refund insurance premiums.
- 11.3. Any notification, communication or endorsement in connection with the conclusion, execution, modification or termination of the insurance contract shall be deemed to have been made if it is submitted in writing, by one of the following means:
- (i) a simple letter sent to the address of the Insured/Contractor mentioned in the Policy or, if this has been changed, to the latest address communicated by the Insured/Contractor, and in the case of OMNIASIG VIENNA INSURANCE GROUP, to the unit of OMNIASIG VIENNA INSURANCE GROUP where the Insured/Contractor concluded the Policy, respectively, as the case may be, the address of the Branch/Agency or of the Headquarters;
  - (ii) by direct delivery, as follows:
    - by the submission to the registry of the OMNIASIG VIENNA INSURANCE GROUP unit where the Contractor concluded the Policy, respectively, of the OMNIASIG VIENNA INSURANCE GROUP Headquarters, and in the case of the Contractor, to their registry office ;
    - by signature of receipt, in the case of the Insured.
  - (iii) by fax, as follows:
    - The Insured / Contractor will send the notifications to the fax number of the OMNIASIG VIENNA INSURANCE GROUP unit where the Insured/Contractor has concluded the Policy, respectively, the Headquarters, and OMNIASIG VIENNA INSURANCE GROUP will send the notification to the fax number of the Insured/Contractor communicated at the end of the Policy or subsequently, throughout the term of the Policy;
    - The notifications sent by fax by 5 PM will be considered received on the same day, and those sent after this time will be considered received and will be registered on the next working day;
  - (iv) by electronic means (e-mail) and/or electronic platforms dedicated to the investigation of damages to the address communicated by the parties at the time of the conclusion of the Policy or later, throughout the term of the Policy.

## **12. SUBROGATION**

- 12.1. By paying the indemnities and within their limits, OMNIASIG VIENNA INSURANCE GROUP is subrogated in all rights of the Insured or the Beneficiary against the persons responsible for causing the damage or increasing it, for the part of the damage that has increased, except for the persons insurance.
- 12.2. The Insured and/or the Beneficiary are liable to the OMNIASIG VIENNA INSURANCE GROUP for damages caused by acts that would prevent the exercise of the right of recourse against the persons responsible for the damage or the increase thereof, for the part of the damage that has increased.
- 12.3. If the Insured or, as the case may be, the Beneficiary waives by any legal means its rights of indemnification towards the responsible third parties or makes a transaction, the indemnity due to the Insured or, as the case may be, to the Beneficiary, will be reduced accordingly with the amounts that were the subject of these legal acts. If the payment of the indemnity has already been made, the Insured or, as the case may be, the Beneficiary, is required to return the indemnity received.

**13. FORCE MAJEURE AND ACT OF GOD**

- 13.1. Unless the law provides otherwise, the parties will be exonerated from liability if they prove that the non-compliance with the obligations undertaken is due to force majeure or an act of God.

**14. LEGISLATION**

- 14.1. Persons who obtain or try by any means to obtain unjustified compensation from insurance or those who facilitate such deeds, shall be punished according to the criminal law whenever the deed meets the elements of a crime.
- 14.2. The insurance concluded according to the provisions of the Policy is subject to the laws of Romania, these being completed with the legal provisions of common law in force, as well as those specific to insurance.
- 14.3. In order to protect the insured, the beneficiaries of the insurance and the damaged third parties, through the insurers' contribution there is the Guarantee Fund for payments of indemnities resulting from optional and compulsory insurance contracts, concluded under the law, in case of insurer bankruptcy.

**15. LITIGATION**

- 15.1. Any dispute in connection with the application of the Policy shall be resolved by direct conciliation between the parties or, if this is not possible, by the competent courts in Romania.