

# Terms And Conditions For VOIAJ DIRECT Travel Insurance For Abroad

## INTRODUCTION

1. Allianz-Tiriac Asigurări S.A. covers individuals for risks that are precisely mentioned in insurance policy and in corresponding Terms and Conditions.

2. Terms and Conditions together with the policy and with all other documents signed or agreed using on-line tools by the Insured at the Insurer request, as well as all documents issued by the Insurer, in written or electronic form, in connection with the present insurance, are component part of the insurance contract.

## DEFINITIONS

3. Throughout the present Terms and Conditions, the following definitions will be used:

**Pre-existing medical condition:** an injury, an illness or their consequences, as well as any pathological or medical manifestation as a result of a disease or an accident that occurred before beginning insurance contract, no matter if the treatment was administrated or not, for which the Insured:

- a) was diagnosed or
- b) has requested care, received or followed treatment or used medical services, or
- c) knew about its existence, or
- d) presented objective manifestations/symptoms/signs documented in medical documents issued by a medical doctor or medical unit.

**Accident:** an unexpected event, coming from outside, violent and that occurred independently of the Insured's will.

**Terrorist act:** all actions and/or threats that present public danger and affect national security, as they are qualified in actual legislation.

**Insurer:** Allianz-Tiriac Asigurări SA, registration number RA-017 in the Register of Insurers, Reinsurers and Intermediary in insurance and/or in reinsurance.

**Insured:** natural person, nominated in the insurance policy, insured for the risks that are covered by the current Terms and Conditions, on the base of insurance contract.

**Acute disease:** any symptom that occurs suddenly or that has a short term evolution for which, following a proper treatment, will result in a complete remediation.

**Chronic disease:** an illness that has at least one of the following characteristics:

- a) is permanent;
- b) determines a degree of residual invalidity;
- c) there is a high probability of relapse/ recurrence;
- d) is determined by an irreversible pathological alteration;
- e) is likely to generate long term medical surveillance.

**Medical expenses:** the following expense categories will be considered:

- a) Insured's ambulatory treatment: treatment costs as result of a medical emergency or of an accident are covered, for maxim 15 calendar days from the insured risk occurrence date;
- b) Drugs and sanitary materials prescribed by a physician, with the exceptions of prostheses: medication as a result of a medical emergency or an accident is covered, for maximum 15 calendar days from the insured risk occurrence date;
- c) Diagnostic procedures prescribed by a medical doctor;

d) Hospitalization, only if it takes place in an hospital, is performed under direct supervision of a medical doctor with enough diagnoses and therapy resources and is restricted to scientific recognized and clinical tested methods in that country. In this respect the hospital in the locality or in adjacency where the Insured is located and where adequate treatment can be provided, must be used. The Insurer reserves the right to cover the hospitalization treatment costs only until the medical condition of the Insured allows repatriation for continuing the adequate treatment in Romania or in residential country;

e) Emergency surgery;

f) Emergency dental treatment, but only to relieve acute pains, for maximum two teeth and within the limit of 150 Euro per treated tooth;

g) Transportation expenses with ambulance services to the nearest hospital or available medical doctor;

h) Expenses for transfer and treatment to a specialized clinic, if it is request by the treating medical doctor.

**Repatriation expenses:** the following categories of expenses will be included:

a) Medical repatriation;

b) Repatriation of the dead body including the expenses for obtaining repatriation authorization.

**Assistance Company:** company mentioned in the policy, authorized to represent S.C. Allianz-Tiriac Asigurări SA outside Romania's borders, in order to offer assistance to the Insured persons in case of an insured risk occurrence.

**Policyholder:** the person that concludes the insurance contract with the Insurer and has the rights and responsibilities specified in Terms and Conditions.

**Date of entry into force of the insurance contract:** the date stated in the policy at which the Insurer liability starts.

**Maturity date of the insurance contract:** the date stated in the policy at which the insurance contract expires.

**Termination date of the insurance contract:** the date from which the Insurer liability for the future risks stops.

**Force majeure:** under this contract, the force majeure term means an unpredictable and insurmountable event, independent of any control of the involved party, resulting in temporary or permanent inability to partially or fully perform the contractual obligations and constitutes or is likely one or more of the following events: natural catastrophe, fire, flooding, explosion, lightening, tornados, earthquakes, landslides, outbreak of an infectious disease, war, civil war, blockade, insurrections, sabotage, terrorism, civil rebellion, state of necessity, state of emergency.

**Insurance indemnity:** the amount of money payable by the Insurer if a risk insured by the insurance contract occurs.

**Permanent Disability:** the permanent body injury that is characterized by morpho-functional alterations, decrease in physical, psycho-sensorial I or intellectual potential that had occurred in 1 year from the date of the accident and that is not susceptible amelioration, as stipulated in Table 1 to the present Terms and Conditions.

Insurance Terms and Conditions for Travel Insurance VOIAJ DIRECT

CGAZD05

**This document has been established in Romanian language. The English language is provided for information purposes only. If the English version deviate from the Romanian version, only the Romanian version shall be binding.**

**Prezentul document a fost creat in limba romana. Versiunea in limba engleza are doar scop informativ. In cazul in care exista diferente intre versiunea in limba engleza si cea in limba romana, numai versiunea in limba romana se va aplica.**

**Insurance package:** any kind of insurance that covers one or more risks.

**Prejudice caused by the Insured to the Third Party:** are considered prejudices the following categories of expenses:

- a) The amounts that Insured, as a natural person, is compelled to pay to the third prejudiced parties, as material damages (corporal injuries and/or property damages), due to his/her own charge;
- b) The expenses of the Insured in civil case (law charges necessary for the development of justice and agreed by the civil court) if he/she was constrained to pay the claims;
- c) Law charges expenses of the third party in order to fulfill the legal formalities to constrain the Insured to pay the claims, if the Insured was obliged by judicial decision to reimburse them.

**Insurance premium:** the single amount of money due to the Insurer by the Policyholder.

**Medical repatriation:** Insured's transportation, performed in special conditions, from abroad to the nearby hospital of the Insured domicile, that may offer the proper treatment, as well as transportation of a caretaker medical attendant, in case it is recommended by the medical doctor.

**Repatriation of the dead body:** transportation to Romania or to the residence country of the Insured deceased body, as a result of death caused by an insured risk and occurred during the validity period of the insurance policy.

**Recreational sport:** Insured's occasionally engagement in recreational activities while traveling abroad, as: skiing, water skiing, snowboarding, skating, surfing, riding, carting, mountain cycling, rafting, climbing etc.

**Sum insured:** the value specified in the policy, for a risk insured, within the limit of which the Insurer calculates the insurance indemnity and/or reimburse the Insured's expenses.

**Standard tariff:** the insurance premium that the Policyholder has to pay for insurance of the risks mentioned in the contractual documents, excluding coverage of recreational sports.

**Tariff with recreational sport:** the increased insurance premium from the Standard tariff that the Policyholder has to pay, in exchange of the insurance, for the risks specified in the contractual documents, including coverage for recreational sport.

**Prejudiced third party:** the person legitimate to cash the insurance indemnity for the prejudices suffered as a result of Insured liability.

**Residential country:** the country in which the Insured has domicile and/or permanent residence and where he/she will be repatriate.

**Medical Emergency:** a body injury or an acute disease that is suspected to be an immediate life-threatening risk for the Insured or has a long-term consequence on his health and that requires immediate medical care.

#### BEGINNING OF THE INSURER'S LIABILITY

4. Insurer's liability starts from the date mentioned in the policy as the date of entry into force of the insurance contract, but not before Insured crosses the Romania's border in scope of traveling abroad and not before contractual premium is paid.

5. If at the moment of concluding the insurance contract, the Insured is not in Romania, the Insurer's responsibility starts

after 7 days, calculated from the next day of the policy issue and payment of the insurance premium. In this situation, if a claim occurs, the Insured has to proof that he/she left Romania with maximum 4 weeks before the beginning of the insurance contract.

6. If the date of departure and the date of entry into force of the insurance policy are the same, the cover will begin after 2 hours from the moment of its issuance.

#### CONCLUDING THE INSURANCE CONTRACT

7. The Policyholder is the Insured, excepting minors in which case the Policyholder is the legal representative or the organized groups for which the Policyholder may be a different natural or legal person.

8. It may be insured any person who's age is between 0 and 70 years old at the moment of policy issuance. Throughout the present Terms and Conditions, the age of the Insured person is calculated as years of age.

9. The insurance contract is concluded for a period of minimum 2 days and maximum 365 days.

10. The Policyholder may choose to conclude the insurance contract in one of the following insurance packages: Voiaj Direct, Voiaj Direct Plus and Voiaj Direct Extra.

11. The covers are different, depending on the insurance package as follows:

a) Voiaj Direct package covers:

1. Medical Insurance;
2. Personal Accidents Insurance;

b) Voiaj Direct Plus and Voiaj Direct Extra packages cover:

1. Medical Insurance;
2. Personal Accidents Insurance;
3. Luggage Insurance;
4. Liability Insurance to the third parties.

#### RISKS INSURED

12. Throughout Medical Insurance, the Insurer covers:

a) Medical emergency occurred during the validity period of the insurance contract, reimbursing the following:

1. Medical expenses of the Insured incurred during the validity period of the insurance contract in which he/she is abroad;
2. Medical repatriation expenses during the validity period of the insurance in which he/she is abroad.

b) Insured death as a result of an accident or an unexpected disease, during the validity period of the insurance contract in which he/she is abroad, that was certified by death certificate issued by the authority, for which the repatriation of the dead body expenses will be reimbursed.

13. Throughout Personal Accidents Insurance, the Insurer covers:

a) The death of the Insured occurred during the validity period of the insurance contract as a result of an accident occurred during the validity period of the insurance contract for which the Insurer pays the insurance indemnity;

b) Permanent disability of the Insured as a result of an accident occurred during the validity period of the insurance contract that was settled/confirmed within 1 year from accident date, for which the Insurer pays the insurance indemnity.

14. Throughout Luggage Insurance, the Insurer pays insurance indemnities in order to cover the damages occurred as a result of degradation, breakage or disappearance of the goods or

luggage that belong to the Insured as a result of one of the following events:

- a) Accidents of the Insured or accidents of the transportation vehicle in which the Insured and his/her goods/luggage were in;
- b) Fire, lightning, explosion, fall of bulks on the building/vehicle in which the goods of the Insured are in, earthquake, flooding, storms/hail, landslides, cumber of snow and/or of ice, avalanche, hurricanes, the consequences of breaking of pipes;
- c) Qualified theft or robbery.

15. Through the Liability Insurance, the Insurer covers the prejudices from the Insured to the third parties as a direct consequence of ignorance or imprudence, for which he/she is accountable in front of the law, during the validity period of the insurance contract, while travelling abroad, for which the Insurer pays insurance indemnity.

#### TERRITORIAL LIMITS

16. The insured risk is covered, taking into account the Insured option for a specific package, as follows:

- a) **Voiaj Direct** and **Voiaj Direct Plus**: all countries with the exception of USA, Canada, Romania or residential country of the Insured;
- b) **Voiaj Direct Extra**: all countries with the exception of Romania or residential country of the Insured.

#### SUM INSURED

17. The sum insured for an Insured person is in accordance with the insurance package chosen, as follows:

- a) **Voiaj Direct**:
  1. Medical Insurance: EUR 30.000 including repatriation expenses within the limit of EUR 10.000;
  2. Personal Accidents Insurance: EUR 1.000.
- b) **Voiaj Direct Plus**:
  1. Medical Insurance: EUR 50.000 including repatriation expenses within the limit of EUR 10.000;
  2. Personal Accidents insurance: EUR 2.500;
  3. Luggage Insurance: EUR 750;
  4. Third parties Liability Insurance: EUR 5.000.
- c) **Voiaj Direct Extra**:
  1. Medical Insurance: EUR 50.000 EUR including repatriation expenses within the limit of EUR 10.000;
  2. Personal Accidents Insurance: EUR 5.000;
  3. Luggage Insurance: EUR 1.000;
  4. Third parties Liability Insurance: EUR 10.000.

The sum insured for repatriation expenses will be deducted from the sum insured settled for medical expenses.

#### EXCLUSIONS

18. The Insurer does not cover the risks caused directly or not by the following events:

- a) war (even if the war was declared or not), invasion or the action of an external enemy;
- b) civil war, revolution, rebellion, insurrection, military dictatorship, conspiracy, terrorism;
- c) confiscation, expropriation, nationalization, conscription, exclusion, destruction or damaging by the order of any government right or fact or any public authority;
- d) atomic explosion, radiation, or radioactive contamination as a result of use of the atomic, nuclear energy, or fissionable materials;

e) pollution or contamination by any cause, including biological or chemical weapons;

f) any claims if the Insured has contributed to the occurrence of the event that caused a prejudice by cunning, intention, severe or repeated negligence;

g) fraudulently claims or that are based on false declarations;

h) claims from the wife/husband of the Insured against the Insured or by the persons to whom the Insured is responsible in front of law;

i) self mutilation, suicide or intention of suicide;

j) disease or accidents for which the Insured intentionally committed, or as a consequence of alcohol or drugs not recommended by a medical doctor consumption;

k) disease or accidents as a consequence of activities that were not in the declared purpose of the travel;

l) committing or intention of the Insured to commit criminal acts;

m) engaging in dangerous occupations as: armed forces (special services, activities involving explosive devices, air force, military navy, military fire-fighters), aviation (utility aviation, testing pilots, fuel platforms pilots), divers using explosives, police special forces, private security services, utilitarian climbing (rope), mining activities (underground), fuel installations, activities on oil and gas platforms, activities in explosives industry;

n) involvement of the Insured in aviation other than as a passenger of an authorized company to perform flights for civilians;

o) practicing of dangerous sports or hobbies as: aviation, parachuting, paraglide, hang-glider, sky-jumping, bungee-jumping, climbing, escalade, speleologist, surfing, horse races, rodeo, martial arts competitions, auto-racings, motorcycling circuits, rafting, free diving, high deep or under ice surface diving;

p) occasional practice of the Insured, during the trip, of recreational sports as defined by the current Terms and Conditions, except for the case where the premium corresponding to the tariff for recreational sport has been paid.

19. Additionally to the art. 18, the Insurer does not cover for the Medical Insurance the risks excluded in medical expenses and repatriation expenses definitions, nor the risks caused directly or indirectly by:

a) chronically disease or pre-existing disease from the date of entry into force of the insurance contract or their complications (including aggravation or recidivate) as well as their consequences; the exclusion is valid also for other medical procedures or accidents occurred before starting the insurance period, as well as their consequences;

b) any psychiatric impairments;

c) evolution of an infection disease that starts in the context of an epidemic/pandemic officially declared by the competent authority.

20. Also, through Medical Insurance are not covered:

a) medical expenses related to diagnose and/or treatment of cancer, sexually transmitted diseases, HIV infection, AIDS and their consequences;

b) medical expenses related to rest or recovery cures in nursing homes, health centers, convalescence houses or any other similar institutes;

- c) medical expenses for physical defects/anomalies/malformations remove (plastic surgery);
- d) medical expenses related to childbirth, treatments or medical controls specific to the state of pregnancy. However, according to the current Terms and Conditions, in case of acute complications in the first 30 weeks of pregnancy, the Insurer will reimburse the expenses related strictly to medical procedures performed to save the life of mother and/or child;
- e) medical expenses for investigation or experimental treatment medical procedures, if they are performed for research purpose, as well as for their consequences;
- f) medical expenses for homeopathy or alternative medicine treatment, for medical therapies unrecognized and unauthorized by empowered medical authorities and for their consequences;
- g) medical expenses for rehabilitation and physiotherapy or expenses for purchase, replacement or reconstruction of any kind of prosthesis, eyeglass or contact lenses;
- h) medical expenses for permanent dental treatments, teeth root channel treatments (with the exception of situation when treatment is necessary to calm acute pain), orthodontics, periodontal disease, decaling, artificial teeth, dental crowns/bridges;
- i) medical expenses for routine checks, controls or general examination (medical record type), including routine vaccinations required or requested by local health authorities;
- j) medical expenses for medical services that are not necessary for diagnose or treatment, as well as surgical interventions or medical treatments that might be delayed until Insured's return to residence country;
- k) medical expenses for medicines or treatments required to be administrated or performed during traveling abroad, but they were known of or prescribed before starting the travel;
- l) repatriation expenses that were not previously approved by the Insurer, as well as medical expenses engaged after the date, when medical repatriation, even possible, was not performed as a result of Insurer decision.

**21.** Additionally to the art. 18, the Insurer does not cover through the Personal Accidents Insurance the risks caused directly or indirectly by:

- a) any disease, including professional or infection disease, mental disease, psychiatric impairments as well as their aggravation through the accident;
- b) any inheritable disease as a result of animal attack, except for rabies;
- c) the action in time of repeated traumas or physical efforts;
- d) poisoning or intoxication as a result of ingestion or inhaling of solid, liquid or gas substances, with the exception when they were generated by an accident.

**22.** Additionally to the art.18, the Insurer does not cover through the Luggage Insurance the risks caused directly or indirectly by:

- a) Deterioration, destruction or disappearance of the goods that were left without surveillance, under free sky, in balconies or open platforms;
- b) Damages occurred as a result of the employed personnel of the economic agent services provider (accommodation, transportation, etc.) or of the Insured, if it were performed with intention;
- c) Alimentary products;

- d) Any kind of auto vehicles;
- e) Fur coats, sports equipment, technical articles or accessories, professional equipments, electronic equipments, musical instruments;
- f) Bond papers, documents, registers, pretensions, acts, manuscripts, jewels, noble metals, postal marks and other similar, collections or art objects, cash.

**23.** Additionally to the art. 18, through the Third parties Liability Insurance, the Insurer does not cover:

- a) Claims from the Insured with respect to his/her own corporal injuries or his/her material damages;
- b) Any financial claim that is not directly linked to the body injuries or material damages (indirect financial loss, as: loss of use of the damaged good, loss of profit, etc.), as well as any financial loss caused to a third party, other than the person that suffered directly the corporal or material prejudice;
- c) Any claim occurred as a result of decreasing in the value of the damaged goods, after their repair;
- d) Claims against the Insured that refers to repairing the moral prejudice, moral claims, the price of pain, pecuniary exchange of the psychological trauma caused as a result of corporal injuries, other non-patrimonial personal prejudices;
- e) Claims against the Insured evolved in damages of the bond papers, documents, registers, pretensions, acts, manuscripts, precious metals, platinum, gold or silver metals, postal marks, collections, canvas, sculptures, weaves or other objects with art, scientific or historical value as well as disappearance or destruction of money;
- f) Claims in order to cover any kind of fines, of criminal judicial expenses for which the insured was convicted.

#### **INSURANCE PREMIUMS**

**24.** Insurance premium will be paid in RON, fully and in advance, for the entire period of insurance.

**25.** Depending on the Policyholder option regarding coverage of recreational sports, the insurance premium is calculated according to appropriate tariff: Standard tariff or Tariff with recreational sport.

**26.** The Policyholder is exclusively responsible for payment of contractual premium and has the obligation to request/obtain and to keep the payment proof.

**27.** Contractual premiums payment may be performed by any form agreed by the Insurer. The Policyholder is responsible for all fees and commissions referred to the payment of contractual premiums and of other amounts due to the Insurer.

**28.** The Insurer will refund the insurance premium, without any interest, in case the Policyholder requests the termination of the insurance contract at least one day before the date of entry into force of it.

**29.** Any premium reimbursement will not be performed if the Insurer's liability for the contract started.

**30.** The amounts to be reimbursed to the Policyholder will be paid in RON, in a bank account of the Policyholder, at a bank from the Romanian territory or by any other method agreed by the Insurer.

**POLICYHOLDER/INSURED'S OBLIGATIONS**

**31.** The Policyholder/Insured has to:

- a) answer correctly and completely when filling up the documents elaborated at the inception of the insurance contract or subsequently requested by the Insurer;
- b) to follow the exact described steps, in case of a claim;
- c) to provide all information and documents requested by the Insurer in Romanian language and to facilitate the possible investigations regarding the circumstances of the insured risk occurrence;
- d) at the express request of the Insurer, the Insured has to proof the exact date when the travel started and its duration.

If the obligations provided in art. 31 a) are not fulfilled, the Insurer reserves the right to terminate the insurance contract and to refuse any compensations, if the information and/or documents provided to the Insurer would determine it not to conclude the insurance contract or to offer the insurance contract in different conditions. If the obligations provided in art. 31 point b), c) and d) are not fulfilled, the Insurer reserves the right to refuse the obligations assumed through the insurance contract if, from this reason, it could not be determined the cause and the circumstances of insurance risk occurrence.

The Insured must take all the measures to prevent the occurrence of a risk insured and, in case that an accident or an illness is produced, is obliged to ask for and to accept medical treatment as soon as possible, to follow the physician's prescriptions in order to accelerate the recovery process. The Insurer may refuse the reimbursement of the expenses if it finds that the Insured does not comply with medical indications or performs any improper activities for the suffered disease or injury.

**32.** The Insured authorizes the Insurer to get all the information considered necessary from the third parties (medical doctors, medical institutions) and to free these persons of professional secret obligation with respect to that specific situation.

**33.** The Policyholder is obliged to notify in written the Insurer about any modification of his/her contact details.

**NOTIFICATION OF RISK INSURED**

**34.** In the event of an insured risk occurrence, the Policyholder/Insured is obliged to:

- a) immediately notify the insured risk occurrence to the Assistance Company or, within 5 working days from returning to the country, to the Insurer;
- b) put all the efforts in order to limit or stop its consequences
- c) provide information with respect to the event occurred and to insurance policy details;
- d) provide any other relevant documents requested by the Assistance Company or by the Insurer, in order to settle the claim;
- e) follow the instructions from the Assistance Company or from the Insurer.

**35.** If the above mentioned standard procedure is not followed, it is necessary to notify the Insurer in writing with respect to the reason for its non-compliance. Under this circumstance, the Insurer reserves the right to decline the payment of indemnities/reimburse expenses, if, from this reason, it can't be established and assumed any responsibility throughout the current Terms and Conditions.

**36.** In the event of any insured risk occurrence provided in the insurance policy, the Policyholder/Insured or legal heirs of the Insured will provide the following documents:

- a) Insured/Insured representatives declaration with respect to risk occurrence and the quantum of expenses;
- b) the insurance policy or its number;
- c) the identity document (copy) of the person notifying the risk occurred (Insured/Legal representative of the Insured/Policyholder/Legal heirs/Third party);
- d) any other documents relevant for claim settlement.

**37.** Additionally to the above mentioned documents, the Policyholder/Insured or Insured's heirs will provide to the Insurer also:

a) For any risk covered through the Medical Insurance, for which the notification is addressed to the Insurer, the Policyholder/Insured had to provide:

1. medical documents certifying the diagnosis and the prescribed treatment;
2. bills issued on the Insured name and receipts with respect to medical expenses and/or repatriation performed, including those for pharmaceutical products (the copy of the prescription issued by the medical doctor and the receipts issued by the pharmacy that corresponds to the medicines purchased; in the dental treatment situation, the medical documents/bills have to include information about the treated teeth and the applied treatment;

3. in the event of repatriation of the Insured dead body, the death certificate and the documents to evidence the cause, the place of death and the proof of the expenses for which has been requested reimbursement (bills and receipts issued and paid by the person who request the reimbursement of the expenses);

b) For the risk of permanent disability as a result of an accident, covered through the Personal Accidents Insurance, the Insured/Insured's Representative will provide to the Insurer the following documents:

1. the report on the occurrence of the accident, issued by the authorized investigation or research, if the situation applies;
2. classification of permanent disability decision, issued by the competent authority.

c) For the risk of death as a result of an accident, covered through the Personal Accidents Insurance, the Policyholder/legal heirs of the Insured will provide the following documents:

1. Death certificate;
2. Medical certificate of death;
3. Legal heir certificate/ certificate of heir quality;
4. Decision of tutelage or trusteeship, in the situation of minor heirs;

d) For the risk covered through the Luggage Insurance, the Insured will provide to the Insurer:

1. copies of the documents issued by the authorities that investigated the insured event (fire brigade, police);
2. the evidence that the Insured notified authorities with respect to the theft or robbery.

e) For the risk covered through the Third parties Liability Insurance, the Insured will provide to the Insurer the following documents:

1. Witnesses declarations (if exist) with respect to the occurred event;
2. Copies of the documents/reports issued by the investigation authorities;
3. Final and infeasible decision with respect to the payment of prejudice, if the prejudice has not been settled through an amiable way;
4. Bills, receipts or any other documents to proof the expenses to the third party.

#### **INSURER'S DECISION AFTER NOTIFICATION OF RISK INSURED**

**38.** If, regarding a risk insured occurrence, against the Insured was initiated an investigation or a criminal procedure, the Insurer has the right to postpone the decision in claim settlement, based on the current Terms and Conditions, only if the investigation or criminal procedure in question are directly related to the occurrence of the insured risk and at most until those legal actions are completed.

**39.** Any incomplete or incorrect action or information undertaken or supplied by the Insured/ Policyholder/Legal representative/ Legal heir/Third party representative that prevent the Insurer to determine the causes of the occurred risk insured, gives to Insurer the right to refuse expenses reimbursement.

**40.** In case the Insured supports medical expenses from his/her own resources, the due amounts will be reimbursed by the Insurer, based on the original documents supplied by the Insured, documents that will became property of the Insurer.

**41.** The Insurer has the obligation to validate the compliance of the required justificatory documents, to finalize all the investigations regarding the notification of the risk insured and to forward its decision to the entitled persons in term of 30 calendar days from the moment when all the documents necessary for claim settlement were received.

**42.** The Insurer is not responsible for the quality of the services provided by medical institutions/medical staff or other authorities.

**43.** The right to claim compensation from the Insurer on the basis of current insurance contract ends after 2 years from the date of risk insured occurrence.

#### **INSURER DECISION AFTER THE NOTIFICATION OF A RISK INSURED**

**44.** If the Insurer decides, based on the requested documents, that the risk is covered according to the current Terms and Conditions, will reimburse the due amounts/pay the due insurance indemnity.

**45.** The Insurer will compensate the telephonic expenses if they can be proved they were performed.

**46.** Through the current insurance contract, the amount to be reimbursed to the Insured/Legal heirs of the Insured through the Medical Insurance is calculated taking into consideration the following:

- a) Medical expenses reimbursed during the insurance contract should not exceed the value of sum insured; this amount includes repatriation expenses;
- b) Medical or dead body repatriation expenses during the insurance contract should not exceed the value of sum insured for repatriation expenses;
- c) The value of the amounts from the bills/receipts is object to one reimbursement, regardless of number of Medical Insurance contracts concluded by the Insured with the Insurer;
- d) If an accident or a disease occurred during the validity period of the insurance contract requires hospitalization after

the expiry date of the insurance contract, the Insurer's responsibility to reimburse expenses may be extended maximum 4 weeks, if the Insured may prove that medical repatriation could not be possible;

e) in the event of the Insured's death, the Insurer will cover the transportation cost of a family member or of a closed relative in order to assist to repatriation of the dead body of the Insured. The transportation cost will be deducted from the maximum limit of indemnity of repatriation expenses;

f) if the Insured is hospitalized for a period greater than 10 days, the Insurer will pay insurance indemnity to cover the repatriation costs for the minor left alone, that accompanied the Insured in the trip. The repatriation cost of the minor will be deducted from the maximum limit of indemnity for repatriation expenses.

**47.** Through the current insurance contract, the amount payable as insurance indemnity for the Personal Accidents Insurance, to the Insured/Legal heirs of the Insured is calculated taking into consideration the followings:

a) for Insured's death occurrence, the Insurer will pay the insurance indemnity equal to the sum insured to the Legal heirs. If other indemnities for Personal accidents Insurance were paid, prior to the death of the Insured, the indemnity will be diminished with the already reimbursed indemnities;

b) in the event of permanent disability of the Insured, the Insurer will reimburse an indemnity calculated as Table 1 specifies (attached to the current Terms and Conditions); if an anatomic or functional loss of one or more limbs occurs within the same accident, the indemnity for disability will be calculated by adding each percentages of indemnity until 100%; if an anatomic or functional loss occurs to a limb that was already disable, the percentages will be decreased taking into consideration the prior degree of disability; if the body injury suffered by the Insured can't be settled through the Table 1 precise values, the disability degree will be calculated by the Insurer by comparison, depending on the type and gravity of the affection.

**48.** The amount due to the Insured as specified through the current insurance contract for the Luggage Insurance will be calculated taking into consideration the following:

a) In situation of total damage, the Insurer will reimburse an indemnity equal with the value of the good at the date of risk occurrence (the value as new minus ageing) or of a good similar from all point of view: build, performance, price;

b) In the situation of partial damage, the Insurer will pay an indemnity equal with reparation cost in order to bring the good to the state prior to the risk occurrence, without exceeding the value of the good as new.

If, after the payment of insurance indemnity, the goods are found, the Insured has to reimburse to the Insurer, within 15 days, the cashed amounts or, if the goods has been deteriorated, the difference between the cashed amounts from the Insurer and the amounts paid for reparations.

**49.** The amount due to the Insured through the Third parties Liability Insurance to the third party is calculated taking into consideration the following:

a) In the situation of body injuries of the thirds, the insurance indemnities will be within the limit of the Insurer's liability, the expenses for rehabilitation or improvement of health that are not covered by the social system insurance, that the prejudiced person had to perform and the cover of net income loss suffered by the prejudiced person within this period;

b) If the prejudiced person dies, the insurance indemnity through the Liability Insurance will cover:

1. Funeral expenses on the base of evidence documents;

2. Transportation of the dead body, justified through documents, from the place of the risk occurrence to the funeral place;
  3. Unrealized net incomes and any other expenses performed in the period from the risk occurrence and the date of death, if they were as a result of the accident;
  4. A global amount to cover the periodic payments (life pension) due to the legitimates;
- c) If the prejudices caused by the Insured refers to goods, the insurance indemnity will cover the costs of acquisition, reparation, reconstruction or restoration of them or the cost of acquisition of similar goods (technical and ageing point of view) to those damaged from which the ageing and/or the value that can be capitalized will be deducted. The overall amount of indemnities paid can't exceed the real value of goods at the moment of risk occurrence.

The insurance indemnities in the situation of Liability Insurance can't exceed the maximum limit assumed through the insurance contract.

The quantum of insurance indemnities in Liability Insurance is established either by mutual agreement between the parties or through the final decision of the court law. The agreement may be performed between the Insured and the third parties with the Insurer's accord, with respect to their demands for compensation.

If the compensation due by the Insured will be settled to be paid in annuities (alimony), the indemnity due by the Insurer will be paid as a global amount, within the limit of liability assumed by the Insurer.

50. If the risk occurrence is notified to the Assistance Company, the expenses will be reimbursed directly by it, in the name of the Insurer, or by the Insurer if the payment could not be processed by the Assistance Company.

51. If the claim of reimbursement is fraudulent or based on false statements, the Insurer will refuse to pay.

52. If the Insurer decides, based on received documents, that the risk produced during validity of the insurance contract is not covered by the current Terms and Conditions, it will inform the Policyholder/Insured/Legal Representative/Legal Heir on the decision regarding inconsistency of the notified claim under the Terms and Conditions and on the refuse of expense reimbursement.

#### **REGULATION OF THE PAYMENTS DUE BY THE INSURER UNDER CONTRACTUAL OBLIGATIONS**

53. The amounts reimbursed on the basis of the insurance contract will be paid in RON, using BNR exchange rate valid on effective date of payment, in the account communicated by the Insured to the Insurer, opened in a bank on Romanian territory, or by any other payment method agreed by the Insurer, within 30 calendar days from receiving all requested claim documents.

54. The possible fees and commissions regarding payment operations of benefits based on the insurance contract will be supported by the Insurer. If the payment details offered by the Policyholder/Insured/Legal representative/Legal heir are not correct and/or not complete, and the Insurer's attempt to pay fails, the Insurer reserves the right to retain the fees and commissions of the future interrogation/s for the same amount from the value to be paid.

#### **ENDING OF INSURER'S LIABILITY**

55. The contractual liability of the Insurer ends in the following situations:

- a) at Policyholder's initiative, by his request of cancelation registered at the Insurers headquarters;
- b) at the Insurer initiative, based on Terms and Conditions or on legal regulations (including provisions of international penalties);
- c) at 24:00 hour of the day specified as maturity date;
- d) at the date when the sum of reimbursed expenses/insurance indemnities paid based on the insurance contract equals the sum insured, no matter the number of insured risks occurred during the validity period when the Insured is traveling abroad.

#### **CORRESPONDENCE RELATED TO THE INSURANCE CONTRACT**

56. Any application submitted by the Policyholder to the Insurer shall be based on a document signed and sent by him/ her to the Insurer headquarters, accompanied by all documents required by the Insurer.

57. Any correspondence addressed by the Insurer to the Policyholder is performed taking into consideration the latest contact details communicated by the Policyholder, even if these belong to a third party. The content of correspondence is enforceable against the Policyholder, even if he/ she have not complied with the contractual obligations to inform the Insurer about the contact details modifications.

58. The Insurer does not assume any responsibility regarding the effects and consequences resulting from the delay, not receiving, deterioration, lost or any other errors of transmitting messages, letters or documents due to reasons that are independent of Insurer's activity.

59. In case of any elements from the contractual elements modification, the Insurer may use any way of communication them to the Policyholder (for example, national wide distribution publication, Insurer's website, telephone, SMS, email etc.).

60. Direct mailing to Policyholder is available only to an address from Romanian territory.

#### **FINAL DISPOSALS**

61. Any request addressed to the Insurer, according to current Terms and Conditions must be signed by the Policyholder/ Insured. If the signature on the risk insured notification addressed to the Insurer is not the same with the one on the application form, the Insurer may ask the Policyholder/ Insured, depending on situation, the confirmation of signature modification; in this respect, the Policyholder/ Insured will provide a new signature specimen.

62. The compliance of the Policyholder/ Insured's obligations, as well as the supposition that the declarations and the answers are honest and sincere, represents conditions that precede any liability or obligation of the Insurer to reimburse the value of the expenses.

63. The applicable law for the insurance contract is the Romanian law.

64. The Insured/Policyholder natural person has the right to be informed, to have access to the personal data he provides, the right to intervene, the right to object, the right not to be subject to an individual decision, and the right to appeal to justice in accordance with the provisions laws in force. He/she may exercise the above mentioned rights by submitting to Allianz-Tiriac Asigurări S.A. a written, dated and signed application. In the application, the Insured/Policyholder may indicate whether he/she wishes the information to be communicated at a particular address, which may be either e-mail or a mailing service to ensure that the information is handed over only personally. The Insured natural person is aware that personal data may be processed by Allianz-Tiriac Asigurări S.A. also for marketing and polling purposes, and may be contacted at any

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**This document has been established in Romanian language. The English language is provided for information purposes only. If the English version deviate from the Romanian version, only the Romanian version shall be binding.**

**Prezentul document a fost creat in limba romana. Versiunea in limba engleza are doar scop informativ. In cazul in care exista diferente intre versiunea in limba engleza si cea in limba romana, numai versiunea in limba romana se va aplica.**

time in this respect, and through the information materials provided by the Insurer. In case they wish to stop, a request can be sent to the e-mail [info@allianztiriac.ro](mailto:info@allianztiriac.ro) or other electronic means of communication made available by Allianz-Tiriac Asigurări S.A.

**65.** Possible litigations result from or indirect depending on the insurance contract that could not be solved on mutual basis, will be solved by competent court.

**66.** Force majeure limits the responsibility of the claiming party; it will be communicate to the other contractual party within 5 days term from the occurrence; in the following 15 days the documents issued by competent Chamber of Commerce and Industry that will attest those events must be sent. After the occurrence of any of the cases of force majeure, parties will make all the efforts to ensure the restart of normal performance of their contractual obligations. The obligations of the parties will be fulfilled as much as possible prior to normal situation reinstatement.

**67.** Guarantee Fund destination is reimbursement of the expenses value resulted from the insurance contract, if the Insurer is in insolvency detection and it is administered by the Financial Supervisory Authority.

**68.** As Tax Code regulates, the insurance premiums for health travel insurance contracts are not tax deducted.

**69.** The Insurer does not cover or pay any damages and any other benefits to the extent that the provision of such cover would result in the Insurer incurring sanctions, prohibitions or restrictions in accordance with United Nations resolutions/commercial or economic sanctions/laws and regulations of the European Union, the United Kingdom or the United States of America.

**Table 1 to Voiaj Direct Terms and Conditions with respect to maximum level of indemnities payable as CONTINENTAL SCALE**

<b>Anatomic or functional Loss</b>	<b>Maximum payable indemnity (% from sum insured)</b>
Loss of both hands	100
Loss of both legs	100
Total and irreversible loss of eye-sight to both eyes	100
Loss of a hand and of a leg	100
Loss of a hand or a leg together with total an irreversible loss of eye-sight to one eye	100
Total an irreversible mental disease	100
Total and incurable paralyses	100
Loss of right hand/arm*	60
Loss of left hand/arm *	50
Loss of a foot or a leg	50
Total and irreversible loss of eye-sight to one eye	50
Loss of pollex from the right hand *	15
Loss of pollex from the left hand *	10
Loss of index from the right hand *	10
Loss of index from the right hand *	7
Loss of any other finger from the right hand *	6
Loss of any other finger from the left hand *	5
Loss of pollex from the foot	5
Loss of any other finger from the foot	3
Total and irreversible loss of hearing to both ears	40
Total and irreversible loss of hearing to one ear	10

\*for the left-handed the percentages for right/left are reversed