

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 current 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 the beginning of the Insurer's liability, no matter if the treatment was administered or not, for which the Insured:

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

Accident: an unexpected event, coming from outside, violent and which 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: sudden or rapidly onset symptoms which, following an appropriate short term treatment, will lead to a return to previous health condition.

Chronic disease: medical condition that has at least one of the following characteristics:

- a) it's the expression of irreversible physio-pathological and / or anatomo-pathological changes;
- b) the clinical and / or paraclinical manifestations are present for at least three consecutive months;
- c) it's incurable, although the clinical and / or paraclinical manifestations may be absent for various periods of time;
- d) the evolution is gradual, with or without treatment;
- e) the evolution is regressive, but there is potential for permanent relapse / worsening / complications;
- f) requires constant medical and / or therapeutic intervention.

Quarantine: mandatory isolation, imposed by an order of the authority or government, for preventive purposes or because the Insured is diagnosed with COVID-19 or is under observation for suspected SARS-CoV2 infection or comes / returns from a geographical area where is established a mandatory quarantine period.

Medical expenses: will be considered the following expenses categories:

a) Insured's ambulatory treatment: treatment costs as a result of a medical emergency or of an accident are covered, for maximum 15 calendar days from the insured risk occurrence date;

b) Medication 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 resources for diagnose and therapy 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.

Data: includes (but is not limited to) Personal data or information, software applications or other instructions encoded in an official manner used for communication, interpretation and processing.

Personal Data: any information concerning an identified or identifiable natural person; an identifiable natural person is a person who can be identified, directly or indirectly, in particular by reference to an identification element, such as name, identification number, location data, an online identifier, or one or several elements that are specific to his physical, physiological, genetic, mental, economic, cultural or social identity.

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Computer network security failure: any technical failure of the security of a computer system or malfunction of other security measures in the field of information technology and leading to unauthorized access and / or theft of Data, loss of control over Data, transmission of viruses or codes computer with malicious effects and / or restriction of the operating capacity of some servers or IT infrastructure.

Trip duration: the period of time between leaving and returning to Romania in order to perform a trip which is subject to the conclusion of the insurance contract.

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, lightning, 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 case of occurrence of a risk insured by the insurance contract.

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

Insurance package: an insurance type that covers one or more risks.

Prejudice caused by the Insured to the Third Party: are considered prejudices the following categories of expenses, in cases where the elements of tortious civil liability are fulfilled:

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

Data damage: any loss, destruction, corruption of Data. Any damage caused to the Data of third parties by the Insured is not considered a Cyber Risk unless a Failure in the security of the computer network is involved.

Data processing: any operation or set of operations performed on Personal Data or Personal Data sets, with or without the use of automated means, such as the collection, recording, organization, structuring, storage, adaptation or modification, extraction, consultation, use, disclosure by transmission, dissemination or otherwise made available, alignment or combination, restriction, erasure or destruction.

Insurance premium: the single amount of money due to the Insurer by the Policyholder in exchange of taking over the insured risk.

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. If the Insured is immobilized and special transport conditions are necessary from a medical point of view, medical repatriation is considered the transport from abroad to Romania or the country of residence.

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 contract.

Cyber risk: any unauthorized processing by the Insured of any Data or any violation of any laws or regulations relating to the protection and processing of Data or any Failure in the security of the computer network in the Sphere of the Insured.

Sphere of the Insured: any system or device rented, owned, operated, lost by the Insured or which is made available or accessible to the Insured for the purpose of Data Processing.

Recreational sport: low-risk sports activity, occasionally practiced by the Insured during the trip abroad, for recreational purposes, if exercised:

- a) using adequate equipment / facilities rented from a licensed operator, owned or others similar to them,
- b) in a space environment where is provided the offer of a licensed operator to practice that recreational activity at an amateur level through equipment rental or by accompanying the practice of sports activities including but not limited to: horseback riding, skating, mountain biking, mountain climbing (up to 3000 m), ski, ski-bobbing, snowboarding, skiing, surfing, wind-surfing, parascending, sailing, yachting, rafting, canoeing, kayaking, scuba diving, carting.

Extreme sport: sport activity (also called action, adventure or free sport) that presents a high degree of danger for the practitioner. Usually these sports include stunt elements, take place in extreme conditions (high speed, high altitude or depth, at extreme temperatures, on a field whose conditions cannot be controlled, etc.) and require a high level of physical effort. The extreme sports category also includes recreational activities / hobbies with a high degree of danger and we include here (not limited to): aviation, skydiving, gliding, paragliding, hang gliding, ski jumping, acrobatic skiing, bungee-jumping, climbing / mountaineering, caving, horse riding competitions, rodeo, contact sports competitions, hunting, car racing, motorcycling, free diving, deep sea or under ice.

Professional sport: the sports activity practiced by a professional sportsman; the same activities mentioned in the definition of recreational sport are included in this category. For sports not mentioned, the consent of the Insurer is required.

Professional sportsman: a person who practices a performance sport and has contractual working relationships with the clubs or sports associations to which he is entitled.

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 the insurance 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 insurance contract issue and payment of the insurance premium.

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

CONCLUDING THE INSURANCE CONTRACT

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

8. Any person can be insured, regardless of his age at the date of insurance contract issuance.

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. Through **Medical Insurance**, the Insurer covers the following events occurred during the trip:

a) Medical emergency occurred to the Insured, reimbursing the following:

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

2. Medical repatriation expenses.

b) Insured death due to any cause, occurred the trip abroad, that was certified by death certificate issued by the responsible authority; for this event the Insurer will reimburse the expenses for repatriation of the dead body.

13. Through **Personal Accidents Insurance**, the Insurer covers:

a) the death of the Insured occurred during the trip abroad as a result of an accident occurred during the trip; for this risk insured the Insurer pays the insurance indemnity;

b) permanent disability of the Insured as a result of an accident occurred during the trip abroad if the disability was settled/confirmed within one year from accident date; for this risk insured the Insurer pays the insurance indemnity.

14. Through **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, lightening, 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 **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.

16. In order to cover damages, the following conditions must be met:

a) there is a damage caused to a third party by a culpable act of a person who is under insurance coverage or by means of a thing in the custody of such a person;

b) there must be a causal link between the guilty act and the damage;

c) the damage should be indemnifiable, meaning should have a certain, current character, to be personal and direct.

17. The Insured has no legal civil liability and therefore the conditions for the payment of compensation are not met, if the damage was caused:

a) from a case of force majeure (external, unpredictable, extraordinary and invincible circumstance, unrelated to the thing that caused the damage or its natural features) such as: lightning, flood, avalanche, hurricane, etc.;

b) through the exclusive fault of the damaged person.

TERRITORIAL LIMITS

18. 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

19. 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 Insurance.

EXCLUSIONS

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

- a) events of war (war, invasion or hostile action of an external enemy, military operations or similar actions related to war), whether declared or not;
- b) the Insured's participation in military training or military missions (including peacekeeping missions);
- c) acts of terrorism or social disorders (civil war, riots, revolution, insurrection, revolt, civil rebellion taking into consideration the proportion and the extension of a hostile action of population, social disorders, insurrection, military attack, rebellion, terrorism, conspiracy, sabotage, actions of military or state intrusion or any of the events or causes that determines manifestation or maintenance of martial law or stage of siege);
- 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 or intention of suicide, even if the Insured was in a situation that was affecting his / her good judgment;
- j) any psychiatric impairments;
- k) Insured's intentionally committed acts that are incriminated as criminal offences by the law of the State where the acts have been committed (established by a judicial document issued by the competent authority of the country where the incriminated offence has been committed), if those acts are similarly incriminated by Romanian law;

l) drunkenness intoxication, chronic alcoholism, consumption of hallucinogenic substances and / or pharmaceuticals not recommended by the medical doctor;

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

n) engaging in dangerous occupations such as, but not limited to: 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), stunt, mining activities (underground), activities in the metallurgical industry, fuel installations, activities on oil and gas platforms, activities in explosives industry, butchery, wood cutters;

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

p) participation in any kind of race or competition (including training for them) as a professional sportsman;

q) Insured's practicing extreme sports or dangerous hobbies; occasional practice by the Insured, during the trip, of recreational sports as defined by the current Terms and Conditions, except for the case where the insurance premium corresponding to the tariff for recreational sport has been paid.

r) evolution of an infectious disease that begins in the context of an epidemic / pandemic officially declared by the competent Authority, except for the expenses related to the COVID-19 illness which are covered respecting the provisions of the current Terms and conditions.

21. Additionally to art. 20, 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 relapse) 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) evolution of an infection disease that starts in the context of an epidemic / pandemic officially declared by the competent authority; exceptionally, medical and repatriation expenses related to COVID-19 illness are covered if they are not incurred in the USA, Canada or a country where, on the day prior to the entry into force of the Health Insurance, the total state of emergency is in force at federal / national level or partial state of emergency at the level of the province / region in which the trip is made; accommodation expenses following quarantine imposed for preventive purposes by local authorities or due to diagnosis with COVID-19 during a trip abroad are not covered.

22. 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 centres, 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,

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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.

23. Additionally to art. 20, 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.

24. Additionally to art. 20, 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) Risks caused directly or indirectly by confiscation, expropriation, nationalization, requisition, seizure, destruction or damage by order of any government legal or de facto or any public authority;

c) 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;

d) Alimentary products;

e) Any kind of auto vehicles;

f) Fur coats, sports equipment, technical articles or accessories, professional equipment, electronic equipment, musical instruments;

g) Damage, destruction or disappearance of the goods during the time they are left in the care of a transport company;

h) Expenses incurred for the purchase of goods of strict necessity in case of delayed delivery or loss of luggage by a transport company;

i) Bond papers, documents, registers, pretensions, acts, manuscripts, jewels, noble metals, postal marks and other similar, collections or art objects, cash.

25. Additionally to the art. 20, through **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) Claims against the Insured made by his / her spouse or other persons for whom the Insured is responsible under the law or live together with the Insured;

c) Claims as a result of confiscation, expropriation, nationalization, requisition, seizure, destruction or damage by order of any government legal or de facto or any public authority;

d) 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;

e) Any claim occurred as a result of decreasing in the value of the damaged goods, after their repair;

f) 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;

g) Claims against the Insured evolved in damages of the bond papers, documents (on paper or electronically), 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;

h) Claims in order to cover any kind of fines, of criminal judicial expenses for which the insured was convicted;

i) Claims related to damages for movable or immovable property, owned by the Insured or entrusted to him in any way (loan, rental, etc.) and in any capacity produced by use (care, storage, repair, processing, cleaning, painting, shipping or use). Not applicable in cases where the claims are related to the damages caused to the accommodation units (hotel room, apartment, etc.);

j) Compensation claims for any damages caused during / arising from the provision of services and / or the execution of works for the benefit of other persons, consisting in, but not limited to the following: repair, installation, installation, maintenance, arrangement operations, remediation, reconditioning, cleaning, sanitation, sanitation, etc. to buildings, constructions, installations and other fixed and / or movable goods, regardless of whether or not these services are provided on the basis of a service contract;

k) Compensation claims deriving from a motor third party liability insurance (RCA), as well as for the case where the fact generating civil liability is an accident produced:

- by motor vehicles, including trailers or other mechanically propelled vehicles, which can be registered and not registered;
 - by boats, ships, aircraft or any such means of transport (glider, air balloon, paraglider, zeppelin, hang glider, etc.), regardless of whether the Insured owned, rented, borrowed, driven, piloted them;
 - by loading / unloading in / from the above mentioned means of transport;
- l) any liabilities of the Insured that exceed the tortious civil liability;
- m) Compensation claims formulated in case the Insured contributed to the occurrence of the event causing the damage, through bad faith, intention, serious or repeated negligence;
- n) Compensation claims for expenses in connection with any court decision, arbitral award, amicable settlement reached between the parties, in countries where USA or Canadian law is in force or in connection with any representation of the Insured located in the USA, Canada or any country in which USA or Canadian law is in force;
- o) Compensation claims for damages caused by a cyber-risk. This exclusion will not apply in connection with any damages such as personal injury or property damage covered by the insurance contract;
- p) Any damages deriving from contractual responsibilities.

INSURANCE PREMIUMS

26. Insurance premium will be paid in RON, fully and in advance, for the entire period of insurance.
27. 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.
28. The Policyholder is exclusively responsible for the payment of insurance premium and has the obligation to request / obtain and to keep the payment proof (receipt-invoice, payment order, etc.).
29. The payment of insurance premiums may be performed by any form agreed by the Insurer. The Policyholder is responsible for all fees and commissions referred to the payment of insurance premiums and of other amounts due to the Insurer.
30. 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.
31. No premium reimbursement will be performed if the Insurer's liability for the contract started.
32. 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

33. 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) in case of occurrence of risk insured, to follow the procedure described at article 37;
 - c) to provide all information and documents requested by the Insurer or Assistance Company 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 or of Assistance Company, the Insured has to prove the exact date on which the journey began by a supporting document (airline tickets, travel tickets, fuel vouchers, shopping vouchers, vignettes, tolls, sms by the telephone operator, etc.) and its duration.

If the obligations provided at point a) above 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 point b), c) and d) above 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 and / or the date when the trip began, the duration and purpose of the trip.

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

34. In case of risks insured by **Luggage Insurance** and / or by **Third Party Liability Insurance**, the Insured is obliged to notify the competent authorities within maximum 24 hours from the date of finding / occurring the event.

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

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

NOTIFICATION OF RISK INSURED

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

- a) follow the standard procedure, immediately notify the insured risk occurrence to the Assistance Company; if the standard procedure is not followed, the claim file can be opened at the Insurer within 5 days from the return to the country, provided that the Insured communicates in writing the reason for non-compliance with the standard procedure;
- 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 received from the Assistance Company or from the Insurer.

38. If the notification of risk insured is not made according to the contractual provisions, 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.

39. In the event of any insured risk occurrence provided in the insurance contract, the Policyholder / Insured or legal heirs of the Insured will provide to the Assistance Company or to the Insurer the following documents:

- a) Insured / Insured's representatives / Policyholder / Insured's heirs 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.

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

a) For any risk covered through **Medical Insurance**, for which the notification is addressed to the Insurer / Assistance Company, 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 **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 **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 **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 **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 indefeasible 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

41. 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.

42. 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.

43. In case the Insured bears 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 become property of the Insurer.

44. 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.

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

46. 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

47. 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.

48. Within the sum insured limit, the Insurer will also compensate the telephonic expenses related to the communication with the Assistance Company if it can be proved they were performed.

49. Through the current insurance contract, the amount to be reimbursed to the Insured / Legal heirs of the Insured through the **Medical Insurance** is calculated applying the following provisions:

- a) Medical expenses reimbursed during the insurance contract should not exceed the value of sum insured for **Medical Insurance**; 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 15 calendar days, 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 for 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, the minor who accompanied the Insured in the trip. The repatriation cost for the minor will be deducted from the maximum limit of indemnity for repatriation expenses.

50. 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 applying the followings provisions:

- 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); the amount of all benefits paid for permanent disability may not exceed 100% of the insured amount of the coverage; if 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; the determination of the degree of disability and the payment of indemnities in case of permanent disability will be made within one year from the date of the accident, but not earlier than 3 months from this date. If permanent disability is indisputable, the degree of disability and the payment of indemnity can be made before the end of treatment.

51. The amount due to the Insured as specified through the current Terms and conditions for the **Luggage Insurance** will be calculated applying the followings provisions:

- 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 replacement 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.

52. The amount due to the Insured through the **Third parties Liability Insurance** to the third party will be calculated applying the followings provisions:

- 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 **Third Party Liability Insurance** can't exceed the maximum limit assumed through the insurance contract.

The quantum of insurance indemnities in **Third Party 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.

53. 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.

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

55. 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

56. 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.

57. 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

58. 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 or according to 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

59. 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.

60. 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.

61. 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.

62. 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.).

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

FINAL DISPOSALS

64. 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.

65. 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.

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

67. 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 Terms and Conditions for Travel Insurance VOIAJ DIRECT

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 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 or other electronic means of communication made available by Allianz-Tiriac Asigurări S.A.

68. By concluding the insurance contract, the Policyholder / Insured as natural person agrees expressly and unequivocally that the Insurer will process their personal data and health data, in accordance with the provisions of the in force legislation for the protection of persons, regarding the processing of personal data and the free movement of such data, for the purpose of assessing the risk, administering the insurance contract, notifying the risks and establishing the insurance indemnities and other benefits offered by the insurance contract. Also, the Policyholder / Insured as natural person understands and agrees that the aforementioned data may be transmitted and processed by other companies of the Allianz Group or by any other third party expressly authorized by Allianz-Tiriac Asigurări S.A.

69. Also, by concluding the insurance contract, the Insured gives his express consent and authorizes, in the context of notifying an insured risk, any attending physician, public or private medical institution or any other institution holding information on his medical history, to provide these data to Allianz-Tiriac Asigurări SA and exempts them from professional secrecy regarding this information. More information about data protection is available on the company's website, www.allianztiriac.ro, in the Data Protection section.

70. 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.

71. 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.

72. 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.

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

74. 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.

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

Anatomic or functional Loss	Maximum payable indemnity (% from sum insured)
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

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