1. DEFINITIONS

In the application of these Conditions of Insurance, the terms below shall have the meanings ascribed to them by the following definitions, which are supplemented and, where necessary, modified by the definitions throughout the document:

1.1. Accident: an event due to a fortuitous, violent and external cause that cannot be foreseen, occurring during the period of validity of the insurance, beyond the Insured's control and causing bodily injury, illness or death of the Insured, jeopardizing the normal continuation of the travel.

1.2. Optional Additional Coverages/ Additional Clauses: are contractual clauses that include optional coverages that can be attached to the Insured's and/or Co-Insured's insurance plan, at the request of the Insured or the Contractor, extra charge.

1.3. Affiliated Agent (hereinafter also referred to as "Bank" or "Affiliated Agent"): **Raiffeisen Bank S.A.**, a Romanian legal entity, with registered office in Bucharest, Calea Floreasca, nr. 246D, Clădirea de Birouri FCC, sector 1, postal code 014476, with Sole registration code 361820, registered in the Trade Register under no. J1991000044406J40/40/1991, European Unique Identifier (EUID) ROONRC.J1991000044406, registered in the Bank Register under no. RB-PJR-40-009/1999, Sole Registration Code in the Register of Insurance Intermediaries RAJ - 500196 registered with the Financial Supervisory Authority and may carry out the intermediation activity on the basis of the insurance framework contract concluded with the Insurer.

1.4. Insurance Year: the period of 12 (twelve) consecutive months calculated from the Insurance Commencement Date mentioned in the Insurance Policy or its Anniversary.

1.5. Anniversary: Annual anniversary of the starting date of insurance.

1.6. Insured / Insured Person: the natural person named in the Policy, insured under the insurance contract for the risks mentioned in these insurance conditions.

1.7 The Insurer is **UNIQA Asigurări S.A.**, with registered office at Str. Nicolae Caramfil, nr. 25, Bucharest, registered with the Trade Register Office under no. J40/13092/2004, SRC 1813613, registered in the Register of Insurers under no. RA-007/2003, LEI code 529900EHBJY3Z379SR41.

1.8. Assistance: support given to the Insured in difficulty while traveling abroad during the period of insurance, provided by UNIQA Assurances through the Collaborating Assistance Company and the Road Assistance Service Provider.

1.9. Beneficiary: the beneficiary of the compensation indemnity is the Insured Person or the legal / testamentary heirs in the event of his/her death.

1.10. Pre-existing Illness/Disease: any condition/disease diagnosed, manifested or treated prior to the date of commencement of insurance, regardless of the outcome of the treatment and which is mentioned in the Insured's medical history.

1.11. Basic necessities: clothing and toiletries to meet the immediate and temporary needs of the Insured.

1.12. Quarantine: compulsory isolation, imposed by 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 is coming/returning from a geographical area for which a compulsory quarantine period is in place.

1.13. Travel: a travel undertaken by the Insured Person outside the borders of Romania, his/her country of residence or nationality. This insurance covers multiple/sequential travels made during the validity period of the Insurance Policy with a maximum duration per travel of 45 consecutive days for tourist/business purposes outside the borders of Romania, or the country of residence or nationality.

1.14. Business travel: a travel undertaken by the Insured outside the borders of Romania, his/her country of residence or nationality in direct connection with his/her work or business, according to a supporting document (delegation, conference, etc.).

1.15. Tourist travel: a travel undertaken by the Insured Person outside the borders of Romania, the country of residence or the country of nationality for recreational purposes (cultural, entertainment, sightseeing or relaxation).

1.16. Pain relief: the effect of emergency measures taken to lessen or remove suffering from acute unbearable pain, even from pre-existing causes.

1.17. Co-insured: a member of the Insured's family, named in the Policy, spouse/life partner, son/daughter of the Insured or Co-insured, who has an Insurable Interest in relation to the Insured/ Policyholder and who is insured under the Insurance Contract for the risks mentioned in these Conditions of Insurance. Within the meaning of these insurance conditions, the Co-Insured is assimilated to the Insured, his/her rights and obligations being the same as those of the Insured.

1.18. The Policyholder: is the natural person who signs/accepts the Insurance Contract with the Insurer and undertakes towards the Insurer to pay the insurance premium and to comply with the obligations incumbent upon him/her under the Insurance Contract.

1.19. The Insurance Contract: is the legal act concluded between the Insurance Contractor and the Insurer, which regulates their mutual rights and obligations and by which the Insurance Contractor undertakes to pay the insurance premium at the latest on the Due Date and the Insurer, in exchange for the insurance premium paid by the Insurance Contractor, assumes the insured risks. The conclusion of the Insurance Contract is materialized by the issue of the Insurance Policy.

1.20. Due Date: the date on which the Contractor must pay the Premium. Prior to the issue of the Insurance Policy the Contractor

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Str. Nicolae Caramfil, nr.25, ground floor, floor 3-4, sector 1, Bucharest
Registered at the Trade Register Office J/40/13092/2004,
Unique European Identifier (EUID): ROONRC. J/40/13092/2004
Sole registration code 1813613,
Company authorized by the Financial Supervisory Authority
Fully paid-up share capital 323.800.600 LEI

Company managed in a dual system
IBAN Account RO 81 RZBR 0000 06000 124 8004 RON - Raiffeisen Bank
Registered in the Register of Insurers under no. RA - 007/10.04.2003
Code LEI 529900EHBJY3Z379SR41
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undertakes to pay the Insurance Premium and annually on the Policy Anniversary the Due Date is the day prior to the Policy Anniversary Date.

1.21. Compensation/ Insurance Indemnity: is the amount payable by the Insurer in the event of the insured event.

1.22. Period of insurance: the period of time during which the insurance relationship between the Policyholder and the Insurer, as established in the insurance contract, remains valid.

1.23. Eligibility: persons who fulfil the following cumulative eligibility conditions benefit from the Insurance protection:

- are part of the Target Market defined below;
- The insured person aged between 18 and 80 years on the date of issue of the insurance policy;
- The co-insured person aged between 0 and 80 years at the date of issue of the insurance policy.

1.24. Insured event: the occurrence of an insured risk which causes damage (loss).

1.25. Compulsory time excess: period of time calculated in number of days, for which the Insurer does not pay compensation in the event of an insured event. If, at the time of purchasing the insurance and paying the insurance premium, the Insured / Co-insured is not on the territory of Romania, the country of residence or nationality, a mandatory time excess of 3 (three) days, calculated from the date of validity of the Insurance Policy, shall apply to the individual cover.

1.26. Insurable Interest: basic condition for the validity of the Insurance Contract, representing the financial motivation existing between the Contractor and the Insured/Co-Insured for the payment of the Insurance Premium and the Beneficiary on the other hand (as regards the legitimate interest to collect the insurance indemnity).

1.27. Surgical intervention: any surgical procedure or technique carried out during the Period of hospitalization, for therapeutic purposes using specific instruments, under anaesthesia, by a surgeon, considered necessary to cure or alleviate the consequences of an Accident or a diagnosed illness, during the Period of validity of the insurance.

1.28. Out-patient surgery: a minor surgical procedure or medical technique performed on the Insured, without the need for hospitalization, involving incision or electro-cautery or cryocoagulation, extraction or excision.

1.29. Sickness: any organic or functional change in the normal state of the body, occurring unexpectedly and unforeseeably, during the Period of validity of the insurance and within the Effective Period of Cover, which is ascertained by a competent medical authority and which prevents the normal continuation of the Travel, excluding any pre-existing sickness.

1.30. Acute Illness: Illness which has arisen unexpectedly and is progressing, thus requiring emergency medical treatment for pain relief, or which endangers the life of the Insured Person.

1.31. Physician: a licensed medical practitioner holding a valid diploma in medicine, with the right to practise in the country to which the Insured is travelling or in the country through which the Insured is transiting, with the exception of the Insured himself and his relatives of all ranks and persons accompanying the Insured during the journey.

1.32. Period of hospitalization: the period of time for which the Insured is admitted to a Hospital/clinic for medical care.

1.33. Period of validity of the insurance: the period of time stated in the Insurance Policy. The Insurance Contract is valid by Annual Payment of the Insurance Premium on the Due Date under the conditions set out in the Contract.

1.34. Target market: any Romanian or foreign citizen domiciled or residing in Romania, who fulfils the conditions defined in Art. 2.2. below.

1.35. Insurance policy: is the document evidencing the conclusion of the insurance contract.

1.36. Insurance premium: is the amount payable by the Contractor/Insured Party for the assumption by the Insurer of the insured risks.

1.37. Repatriation in the event of death (funeral): transportation to the country of domicile/residence of the Insured's deceased body, following the death of the Insured as a result of an insured event occurring during the validity period of the policy.

1.38. Medical repatriation: transportation of the Insured Person under medical conditions from abroad to the Hospital nearest to his/her place of residence, which can provide appropriate treatment or to the Insured Person's home, as well as transportation of an accompanying medical staff, if recommended by the doctor.

1.39. Insured risk: future, sudden, possible but uncertain event, for the consequences of which the insurance contract is concluded.

1.40. Assistance company: the company appointed by the Insurer to provide the Insured with medical/non-medical or roadside assistance during the travel abroad and acting on his/her behalf to fulfil the contractual conditions.

1.41. Hospital: within the meaning of these conditions of insurance, is the medical institution within the public or private medical system which operates under the law and in conditions of full authorization and/or accreditation and meets the following cumulative requirements:

- permanently provides specialized medical care by qualified staff: specialized doctors and nurses with the right to practice;
- has the appropriate equipment and instruments to carry out specific diagnostic and treatment procedures;
- keep a clear record of the hospitalized patients, including their daily progress, the treatment given and the therapeutic procedures performed for each patient.

The following are not considered to be Hospitals within the meaning of these Conditions of Insurance: nursing or home care institutions, institutions for the care of alcoholics or drug addicts, sanatoriums (TB/ preventive/ spa/ balneotherapy/ physiotherapeutic/ neuro-psychomotor recovery), institutions for the treatment of mental illness, rehabilitation institutions, old people's homes, cosmetic surgery and beauty clinics, rest or convalescent homes.

1.42. Recreational sports: physical sporting activities, practiced occasionally, as an amateur, for recreational purposes, in safe conditions and with appropriate equipment, with a low degree of danger (football, tennis, volleyball, handball, mountain hiking, recreational cycling, skiing/snowborading on prepared slopes, etc.) - the list is illustrative, not exhaustive.

1.43. Amount Insured: is the maximum amount of compensation set out in the insurance contract, for which the Insurer assumes

liability, regardless of the number of insured events occurring in the Insurance Year.
1.44. Effective Period of Coverage: the period of time included in the period of validity of the insurance during which all the conditions of validity of the insurance are met.
1.45. Emergency dental treatment: treatment caused by the occurrence of an Insured Event or an acute dental crisis, abscess or extraction, which occurs/appears unexpectedly and suddenly during the Period of Insurance Validity and within the Effective Period of Cover.
1.46. Medical emergency: a sudden serious impairment of vital functions or an acute medical condition which, in the absence of immediate medical attention, may endanger the Insured's health/life.
1.47. Bodily Injury: physical, external, accidental bodily injury which occurs unexpectedly and suddenly during the Period of Validity of the insurance and within the Effective Period of Coverage and which leads, exclusively and independently of any other cause or physical defect or disability pre-existing the Accident, to the hospitalization of the Insured Person.
1.48. Delayed flight: flight not performed according to the original scheduled departure time, i.e. the actual departure time is later than the departure time scheduled by the air carrier.
1.49. Cancelled Flight: Cancellation is defined as the non-operation of a previously scheduled flight for which at least one reservation has been made. A delayed flight, irrespective of the duration of the delay, even if extended, cannot be considered a cancelled flight if performed by the air carrier.

2. GENERAL PROVISIONS

2.1 On the basis of the insurance policy concluded in accordance with these insurance conditions and in exchange for the payment of the insurance premium, UNIQA Asigurări S.A. covers the risks mentioned in the policy and occurring to the Insured while traveling abroad, up to the insured Amounts stipulated in the Insurance Policy.
2.2 The main Insured can be any Romanian or foreign citizen who is domiciled or residing in Romania and is aged between 18 and 80 years of age at the date of issue of the insurance policy and his/her Co-Insured and his/her Co-Insured. By Co-Insured is understood any natural person aged between 0 and 80 years of age, completed on the date of issue of the Insurance policy, who is resident in Romania and has an Insurable Interest in relation to the Main Insured.
2.3. The insurance is valid in the geographical area mentioned in the insurance policy, in the country of destination as well as on the territory of the countries in transit.
2.4. Medically necessary emergency medical treatment of the Insured Person as a result of an insured risk begins on the day on which the medical treatment commences and ceases when, after the medical ascertainment, the need for treatment no longer exists. If treatment has to be extended to a disease or the consequences of an accident which is not causally related to the previously treated illness or accident, then a new insured event is deemed to have occurred. The insured event also includes transportation to Romania (repatriation) in order to continue the medically necessary treatment or in the event of the death of the Insured.
2.5 Illness means any organic or functional change in the normal state of a person's body, which cumulatively fulfils the following conditions:

a) the illness arose unexpectedly and unforeseeably and does not appear in the medical history prior to the period of validity of this insurance. Exceptions to this are cases of exacerbation of chronic illnesses which appear in the Insured Person's medical history and which require emergency life-saving measures or measures aimed solely at relieving acute pain, up to a limit of EUR 1,000.
b) is ascertained and confirmed by an authorized medical practitioner (an authorized medical practitioner is any person holding a valid medical degree with the right to practise in the country to which the Insured is travelling or in the country through which the Insured is transiting, with the exception of the Insured himself and his relatives of all ranks, as well as persons accompanying the Insured during the journey).

2.6. Coverage for medical treatment and medical assistance abroad also extends to accidents suffered while practicing recreational sports, as defined in these Insurance Conditions. The list of activities mentioned in the Definitions section is illustrative, not exhaustive, and coverage applies to all activities carried out occasionally, as an amateur, for recreational purposes, in safe conditions and with appropriate equipment.

3. COMMENCEMENT, DURATION AND TERMINATION OF THE INSURANCE CONTRACT. INSURANCE PREMIUM

3.1. The insurance contract is deemed to be concluded when the following conditions are cumulatively met:

a) full annual premium payment in advance;
b) issuing the insurance policy.

3.2. The medical insurance policy for traveling abroad must be taken out on the territory of Romania and prior to the commencement of the travel abroad. Policies taken out after the beginning of the journey abroad or taken out outside the territory of Romania will be subject to the compulsory excess.
3.3. If the Insured has taken out several insurance policies with the Insurer for the same period of insurance, the Amounts insured shall not be added together and in the event of an insured event, the Insurer shall pay the indemnities only once on the basis of the insurance policy with the highest Amount, regardless of the number of policies taken out by the Insured.
3.4. The insurance contract is concluded for the period of time specified in the Insurance Policy. The insurance contract is valid after the Anniversary only upon Annual Premium Payment on the Due Date and subject to the provisions of these Insurance Conditions.
3.5. The insurance premiums are calculated according to the number of insured persons and the optional additional coverages indicated for in the policy by the Policyholder/Contractor, and they will be calculated only in lei. The insurance premiums shall be

paid by the Contractor according to the due dates and the amount specified in the Offer of Insurance, respectively in the Insurance Policy, in the currency in which the Insurance Contract is concluded, without any other notification from the Insurer. Insurance premiums are payable annually by any method of payment accepted by the Insurer. The first insurance premium shall be payable on the date of signing/acceptance of the Offer of Insurance and subsequent premiums shall be payable in accordance with the due dates specified in the Policy.
3.6. The Insurer's liability starts on the date indicated in the Insurance Policy as the starting date of the insurance period, but not before the full annual premium has been paid and the insurance policy has been issued, nor before the Insured leaves the territory of Romania for the purpose of a travel. The insurance shall be valid for the period stated in the insurance policy regardless of the number of travels outside the borders of Romania, the country of residence or nationality, made during that period; while the Insured is in Romania, or in their country of residence or nationality, the insurance shall not be effective.
3.7. Payment shall take effect in relation to the Insurance Contract from 00:00 on the day immediately following the date of payment of the full amount of the insurance premium due as due, and partial premium payments shall not be accepted.
3.8. The initial insurance premium payment will be debited by the Bank before the Policy is issued, for which there is no grace period.
3.9 For the payment of subsequent insurance premiums, the Contractor shall have available the direct debit payment method with the following provisions:

- The amount debited through the direct debiting service of the insurance premium shall not exceed the amount of the insurance premium set in accordance with the Insurance Contract.
- For premium instalment due dates, the Insurer will require debiting on the Due Date.

3.10. The Contractor is obliged to provide sufficient funds on that date for this transaction. In the event that the Due Date is a bank non-business day, the debiting of the bank account will be carried out on the first business day following the Due Date.
3.11. In the event that the insurance premiums cannot be collected on the Due Date, because the Contractor's account does not have the necessary and sufficient funds available to pay them, and the Contractor has set recurring direct debit as the payment method, The Insurer shall send new premium payment instructions to the Bank at successive intervals of 4 (four) calendar days, but adjusted according to non-working banking days, for a maximum of 5 (five) attempts, i.e. at 4 (four), 8 (eight), 12 (twelve), 16 (sixteen) and 20 (twenty) days from the first due Date not paid, except for the initial insurance premium, which shall be debited in accordance with Art. 3.8 of these insurance conditions.
3.12. On Anniversary, insurance protection is suspended if the Insurance Premium is not paid on the Due Date. During the period of suspension, the Insurer will not pay Insurance Benefits for any Insured Event/Risk if the Insurance Premium is not paid on the date of the occurrence of the Insured Event. The suspension of insurance will end either when the Insurance Premium is paid or after all successive debit attempts outlined in Art. 3.11 have been exhausted. If all debit attempts are unsuccessful, the insurance policy will be terminated permanently.
3.13. If the Insurance Premium is paid during the suspension period, the individual cover shall resume with effect from the day following the day on which the payment is made. If the insurance premium is not paid during the suspension period, the individual cover ceases without any other prior formality.
3.14. The insurance contract cannot be reinstated.
3.15. The insurance contract terminates in the following situations:
a) on the date mentioned in the insurance policy as the date of expiry of the insurance period; if an illness or an accident occurring during the travel abroad requires hospitalization after the date of expiry of the insurance period, so that the Insured has to stay in a Hospital abroad, the Insurer's obligation to pay compensation under the insurance contract will be extended by a maximum of 10 (ten) days, if the Insured provides evidence that his/her state of health did not allow transportation to a Hospital in Romania or to his/her permanent place of residence in Romania or in their country of residence or nationality;
b) by unilateral termination by the Contractor, at any time during the term of the Insurance Contract, effected by giving written notice to the Insurer, with a notice period of at least 20 (twenty) days, calculated from the date of receipt of the notice by the Insurer. In this case, the amount refunded by the Insurer, representing the insurance premium paid in advance, shall be calculated in proportion to the unexpired period of insurance cover (pro-rata temporis). The difference in the insurance premium shall be refunded only in cases where no indemnities have been paid or are not due in respect of risks occurring during the period of insurance cover. The Insurer has the right to cancel the insurance contract only on Anniversary;
c) on the date of payment of the insurance indemnity, by reaching the limit for the contract year, in accordance with the amounts insured and the limits specified in the Insurance Policy;
d) by termination of the Insurance Contract by the Insurer, ipso jure, without any other prior formalities and without the intervention of the court, if the personal identification data of the Contractor and/or the Insured are included in the Official Lists of natural and legal persons suspected of committing or financing terrorist acts, as well as if the Contractor/ Insured is identified as a subject of international sanctions;
e) by termination of the Insurance Contract by the Insurer, ipso jure, without any other prior formality and without the intervention of the court, in the event of non-payment of the Insurance Premiums;
f) the date of the Insured's Death;
g) at the end of the insurance year in which the Insured reaches the age of 81 (eighty-one) years;
h) individual cover ceases at the end of the insurance year in which the Co-insured reaches the age of 81 (eighty-one).
i) The individual coverage of the additional Death and Permanent Total Disablement due to Accident during the travel abroad ceases on the date of payment of the Insurance Indemnity for the risk of Permanent Total Disablement due to Accident;
j) The Policyholder may cancel the Insurance Contract, without prior notice, by giving written notice to the Insurer within 30 (thirty) days from the Commencement Date of the Insurance Policy in the case of insurance contracts marketed at a distance. The waiver shall have retroactive effect, in which case the Insurer shall not owe any compensation to the Insured/Beneficiary. In this case, the Insurer will return the Insurance Premium paid upon signing/acceptance of the Offer of Insurance. The Insurance Premium does not bear interest.

3.16. The minimum insurance period is 1 (one) year. This insurance covers travels made during the validity period of the Insurance Policy, with a maximum duration of 45 (forty-five) consecutive days for each travel, calculated from the date of departure for tourist/business purposes, outside the borders of Romania, the country of residence, or the country of nationality of the Insured. For roadside assistance services, travels made during the validity period of the Insurance Policy with a maximum duration per travel of 30 (thirty) consecutive days for each travel, calculated from the date of departure for tourist/business purposes, outside the borders of Romania, he country of residence, or the country of nationality of the Insured are covered.
3.17. The Insured/Contractor has the right to request the cancellation of the insurance policy and the refund of the premium prior to the commencement of its validity, in which case the Insurer will not owe any compensation to the Insured/Beneficiary.
3.18. Assistance services are provided through specialized service providers with whom the Insurer has contracts for the provision of such services. On each Anniversary of the Insurance Contract, the Insurer may change the assistance services, subject to at least 30 (thirty) days' notice prior to the Anniversary and with a corresponding adjustment of the premium.
3.19. On each Anniversary of the Insurance Contract, the Insurer may change the insurance premium with prior notice at least 30 (thirty) days before the Anniversary.
3.20. The Contractor may make changes to the Contract of Insurance by giving notice or using the means of communication specified in Chapter 12. The Insurer will issue an addendum/ addendum to the Insurance Policy for the following amendment requests that may occur during the course of the Insurance Contract:
a) at any time, if the modification consists in:
- change of name of the Insured, Contractor or Co-Insured (following marriage, divorce, etc.);
- change of mailing address, contact details (e-mail address, telephone, etc.).

b) at least 30 days prior to the Anniversary of the Insurance Contract, with the applicability of the change on the Anniversary date of the Insurance Contract, if the change consists in:
- inclusion or exclusion of Co-Insured, by adjusting the insurance premium;
- inclusion or exclusion of additional clauses by adjusting the insurance premium.

4. INSURED RISKS

4.1. Medical treatment abroad in case of illness or accident

UNIQA Asigurări S.A. shall bear the expenses incurred for medical treatment required during the temporary stay abroad, within the limits specified in the Insurance Policy. Under the terms of this insurance contract medical treatment includes:
4.1.1 Outpatient treatment of the patient, including (the list below is illustrative, not exhaustive):
- medical consultation and medical investigations;
- medicines prescribed by a doctor licensed to practice medicine by the competent public authority in the country where the insured event occurred;
- medical supplies that are part of the treatment, for broken limbs or wounds (plaster casts, bandages, dressings, orthotics or crutches, prescribed by the doctor);
- radiographic and radiologic diagnosis.

4.1.2. Medical services rendered to the Insured under hospitalization conditions, insofar as they:
- take place in an institution generally recognized as a hospital in that country;
- applied under the direct supervision of a doctor with sufficient diagnostic and therapeutic facilities;
- is conducted only according to scientifically recognized and clinically tested methods in that country.

4.1.3. Emergency surgery to save life or preserve bodily integrity, following an accident or in case of sickness and if the patient cannot be transported to his/her country of residence for medical reasons (including related costs). The only exception is dental surgery which is covered in accordance with Art. 4.1.4.
Accidents include: drowning, ingestion of food containing corrosive materials, burns, scalding, poisoning, inhalation of gases or vapours, dislocations of limbs, muscle strains and tears, tendon tears, electrocution, etc.
4.1.4. Emergency dental treatment up to the amount specified in the Insurance Policy necessary for direct pain relief.

4.2. Medical care abroad in case of sickness or accident

4.2.1. Emergency medical care of the insured person by ambulance services to the nearest Hospital, the nearest doctor or transfer to another Hospital, if recommended by the doctor.
4.2.2. Medical consultation/diagnosis: medical check-up performed immediately after the provision of emergency medical care in order to examine the insured person's state of health which in its absence may immediately endanger the insured person's health or life.
4.2.3. Directing the insured (communicating addresses) to the nearest doctor's surgery/ Hospital in order to receive medical assistance.

4.3. Assistance services abroad within the limits specified in the Insurance Policy:

4.3.1. Costs of transportation by authorized rescue services for emergency medical assistance to the nearest hospital/health facility;
4.3.2. Costs of transfer to a specialized medical facility, if medically necessary and prescribed by a doctor;
4.3.3. Transportation costs related to the repatriation of the insured's minor children under 18 (eighteen) years of age on the date of the insured event, if the insured was hospitalized during the insured period as a result of an insured risk.
4.3.4. Medical repatriation or repatriation in case of death of the Insured;

Repatriation means the transportation of the Insured to his/her place of residence in Romania or to a Hospital in Romania, carried out only on the basis of the recommendation of the attending physician and the approval of the Assistance Company, in order to continue the medically necessary treatment in case of a change in the Insured's state of health, as a result of an insured risk, respectively in case of the Insured's death.

Conditions necessary for the medical repatriation of the Insured:

a) there is an alteration in the Insured's state of health and the Insured is medically transportable;

b) the Assistance Society is informed in order to take appropriate measures. On the basis of the data communicated concerning the Insured Person, the Assistance Society contacts the attending physician and decides on the type and type of transportation in accordance with the criteria specified above. The decision to transport the Insured Person is made by the attending physician(s)/doctors and must also be confirmed by the Assistance Society's physician.

c) in the case of medical repatriation, the Insurer's liability ceases when the Insured is taken to a treatment institution in Romania or once he/she has arrived at home. However, the Insured's refusal to accept medical repatriation entails the termination of the Insurer's liability as from the date on which it could have been carried out.

d) in the event of the death of the Insured while traveling abroad, the repatriation expenses include the costs necessary for the transportation of the deceased body to Romania to the place of burial, less the costs of the funeral and burial.

Repatriation related to COVID-19 is covered.

Repatriation costs are not covered for the deceased Insured who traveled for the purpose of undergoing treatment/surgery for a chronic/pre-existing condition and death occurred as a consequence thereof.

Specific exclusions, applicable Art. 4.3.4:

a) the costs of repatriation to Romania organized without the approval of the Assistance Society or without an express recommendation from the attending physician recommending medical repatriation are not covered, because the Insured cannot travel to Romania as a normal passenger or without a medical escort.

b) the repatriation of the Insured who dies as a result of acts of terrorism, war, revolution, explosions or heat emanations from nuclear fission or radiation caused by the artificial acceleration of atomic particles is not covered.

4.3.5. Costs of extended stay: If during the travel, the Insured suffers an insured medical event and the attending physician recommends a period of convalescence until the Insured can be medically repatriated or return to the country on his/her own, the Insurer will cover the accommodation costs up to the insured amount stated in the insurance policy/person/insured period, for the period of time that the Insured is recommended to remain in convalescence.

Specific exclusions, applicable Art. 4.3.5:

a) additional accommodation costs incurred by the Insured are not covered if the attending physician confirms the Insured's willingness to travel or to be medically repatriated;

b) accommodation costs are not covered following quarantine imposed for preventive purposes by local authorities.

4.3.6. Travel of a relative/acquaintance in the event of a medical emergency: If during the period of validity of the policy, the Insured suffers an insured risk, the Insurer will pay the costs of round-travel transportation in first class in case of travel by train or economy class in case of travel by air and overnight accommodation for a relative/acquaintance named by the Insured to travel to the location where the Insured is staying, for the period of time the Insured remains hospitalized in the medical facility.

Specific exclusions, applicable Art 4.1; Art. 4.2 and Art. 4.3:

In addition to the exclusions mentioned above and in Chapter 6 General Exclusions, UNIQA Asigurări S.A. does not owe indemnities for:

a) chronic illnesses, pre-existing conditions, their consequences, the existence of a disability, the consequences of accidents known or occurred prior to the commencement of the validity of the policy, except for situations falling under the provisions of Art. 2.5, point a;
b) vaccinations imposed or required by local authorities, except in cases where an epidemic/pandemic has broken out after the Insured's entry into the territory of the country concerned and the vaccination is a case of force majeure;
c) diseases transmissible as a result of animal attack, with the exception of rabies;
d) examinations and operations which may be postponed until the return of the Insured to Romania;
e) expenses for the treatment of neoplastic conditions, preventive medicine, experimental treatments and procedures, as well as recoveries and convalescence of conditions under treatment and for which a claim has been made;
f) medicines and treatments prescribed before the start of the journey and to be administered during the journey;
g) non-medical expenses such as special accommodation, telephone, television, etc;
h) medical expenses incurred when the purpose of the journey is to undergo specialized medical treatment or consultation;
i) medical expenses incurred when making a travel, disregarding the recommendation of a licensed medical practitioner who does not recommend the travel;
j) treatment expenses not verified by medical report;
k) events occurring in countries where an epidemic/pandemic has broken out as a direct consequence of an epidemic/pandemic before the Insured's entry into the country, except for those related to COVID-19, which are covered in accordance with the provisions of these conditions of insurance;
l) an accident resulting in bodily injury/death of the Insured which occurred as a result of the Insured's driving a motor vehicle in a category for which he/she did not have a driving license.

4.4. Flight, baggage and travel documents insurance

4.4.1. Loss, theft, damage or destruction of luggage: the Insurer covers material damage incurred during the travel due to loss, damage or destruction of the Insured's luggage, up to the maximum amount insured mentioned in the insurance policy/person/insured period, as a result of the following events:

- loss of luggage by a transportation company;
- accidents suffered by the Insured Party or accidents involving the means of transportation in which the Insured Party and his/her property are carried;
- fire, lightning, explosion, falling bodies on the building/vehicle in which the insured person's property is located, earthquake, flood, storm, hail, landslide, collapse/landslide, weight of snow and/or ice, avalanches, hurricanes, consequences of burst pipes;
- aggravated theft or robbery.

The Insured is obliged to immediately notify the luggage loss office of the carrier and the competent authorities within 24 hours from the date of the occurrence of the event.

In the event of loss of luggage by a transportation company, the expenses incurred for the purchase of essential goods for the continuation of the travel are covered only if the Insured does not recover them and the airline officially declares them lost.

Specific exclusions, applicable Art. 4.4.1:

In case of baggage insurance, the Insurer does not cover:

a) damage, intentional destruction or disappearance of goods left unattended in unguarded places, under the open sky, on balconies or open terraces;

b) risks arising directly or indirectly from confiscation, expropriation, nationalization, , requisition, sequestration, destruction or damage by order of any de jure or de facto government or public authority;

c) damage caused by the employees of the economic agent providing services (accommodation, transportation, etc.) or by the Insured;

d) foodstuffs;

e) valuable papers, documents, registers , titles, deeds, manuscripts, jewellery, precious metals, postage stamps and the like, works of art or collections, cash, fragile and perishable objects, coins of any kind (numismatic collections), checks and bonds of any kind, deeds, travel tickets, stamp collections, jewellery, precious objects, securities, gasoline or other coupons, coins, etc.;

f) luggage which is not carried on the same flight/means of transportation as the Insured or which is not the property of the Insured;

g) destruction or damage due to wear and tear, moths or vermin;

h) loss or damage to cell phones, sports equipment, computer components, cameras, video cameras, radios or laptops;

i) baggage shipped by air waybill or consignment note;

j) losses which are not reported either to the respective police authority or to the transport company within 24 hours of discovery;

k) contact lenses, glasses, hearing aids or dental bridges;

l) losses and damages caused on the territory of Romania;

The claim must be accompanied by:

- Declaration by the Insured as to the occurrence of the event;
- Form completed by the baggage claim office of the destination airport/ transportation company;
- The air ticket/ transportation ticket and baggage claim ticket for the baggage involved in the insured event;
- Written notification from the airline/ transportation company that he/she has stopped searching for the baggage and considers it permanently lost;
- Report of the competent bodies on the causes and circumstances of the event.

4.4.2. Replacement of stolen or destroyed travel documents

It covers the expenses necessary for the replacement of travel documents, including expenses with foreign authorities, incurred abroad in connection with the replacement of travel documents belonging to the Insured (identity card, passport, personal car registration certificate, driving license, etc.) indispensable for the continuation of the journey / return to the country, in cases where, during the journey, the Insured claims their theft, loss or destruction.

The maximum liability of the Insurer for such events is specified in the insurance policy/insured period.

The Insurer undertakes to pay the insurance indemnity only for insured events notified to the Assistance Company within 48 hours from the date of the insured event and on the basis of the documents received from the local authorities.

The insurer has the right to reduce the amount of the insurance benefit in part or in full if the notification is not made within 48 hours.

Specific exclusions, applicable Art. 4.4.2:

a) The Insured's gross negligence in protecting their documents against loss, destruction or theft;

b) The loss of travel documents left unattended at any time (including in a vehicle or in the custody of carriers), except when stored in a safe deposit box or safe deposit safe in the hotel;

c) Loss of travel documents left unattended in a place to which the general public has access or left in the custody of a person who has no official responsibility for the safekeeping of the Insured's property;

d) Loss of travel documents if the Insured has not complied with the issuer's conditions or if the issuer offers a replacement service;

e) Documents stolen from a vehicle when there is no conclusive evidence of damage, forcible and/or violent entry into the

vehicle (no forced entry);

f) Loss or damage to documents resulting from delay, seizure or detention by customs or other officials;

g) If the Insured does not notify the local authorities within 24 hours of the loss of the documents and does not obtain a written report from them.

4.4.3.Baggage delayed for more than 6 hours or more than 12 hours, respectively, after crossing the border of Romania or the country of residence or citizenship

Reimbursement of purchase costs for essential goods incurred as a result of delayed baggage shall be made only on the basis of supporting documents (receipts, tax vouchers, invoices) and only after receipt of written proof from the transport company certifying the delay of checked baggage and the number of hours of delay.

The maximum limit of compensation for this risk is specified in the insurance policy/insured person/insured period.

Specific exclusions, applicable Art. 4.4.3:

a) There is no compensation for the first 6 hours of baggage delay;

b) There is no compensation for the first 12 hours of baggage delay in the case of coverage for baggage delay beyond 12 hours;

c) Delays caused by the carrier's inability to fulfill its contractual obligations on time due to force majeure;

d) Baggage confiscated by customs or any government authority;

e) Delays due to the withdrawal of the means of public transportation from service by the civil aviation authority by notice prior to the start of the journey;

f) Delays occurring on the territory of Romania/ country of nationality/ country of residence, the Insured is considered to be in the place of residence;

g) Lack of supporting documents proving payment of the costs covered by this policy by the Insured.

4.4.4. Delay of more than 12 hours after crossing the border of Romania or the country of residence or citizenship

If a flight is delayed for more than 12 hours, additional expenses for accommodation, the purchase of essential goods, food, transfer to and from the airport or any additional costs for rescheduling the connecting flight, justified by receipts, receipts, invoices or other documents received from external suppliers, are covered within the same maximum limit of compensation/person/insured period. Written confirmation must be obtained from the air carrier or their agents as to the reason for the flight delay and the actual date of departure of the flight. The period of the delay is calculated from the scheduled time of departure as shown on the travel ticket / travel itineraries.

Risks covered:

Delay of a flight by more than 12 hours in relation to the scheduled flight duration and/or missed connecting flight resulting from the delay of the first flight due to:

- Adverse weather conditions;
- Technical defects of the means of transport;
- Strikes, Riots, Civil disturbances occurring after the insurance policy has been issued.

Specific exclusions:

a) No compensation will be paid for the first 12 hours of delay;

b) Lack of supporting documents proving payment by the Insured of the costs covered by this policy;

c) Delays due to suspension or cancellation by government authorities of the service concerned;

d) Delays caused by the Insured's inability to allow a reasonable time to reach the place of departure in due time;

e) Flight Cancellation;

f) Delays occurring on the territory of Romania/ country of nationality/ country of residence, the Insured is considered to be in the place of residence;

g) Impossibility of the air carrier's/its agent's inability to fulfill its contractual obligations in time due to force majeure.

Force majeure shall mean any event which the carrier/ his agent could not have foreseen or avoided with all the precautions taken. Such events include, but are not limited to: wars or threats of war, revolutions, strikes, terrorist activities in progress or imminent at the time of conclusion of the policy, industrial disputes, natural (flood, earthquake, volcanic eruption) or nuclear disasters/catastrophes, fires, epidemics, embargo, quarantine restrictions or any other events beyond the control of the carrier/the carrier's agent.

4.5. Roadside assistance services

4.5.1. Specific definitions:

4.5.1.1.1. Road Traffic Accident: an incident recorded in traffic on a Public Road for which the following conditions are cumulatively met:

a) occurred on or originated from a Public Road;

b) resulted in the death or injury of one or more persons or damage to at least one vehicle or other damage to property;

c) the event involved at least one moving vehicle.

4.5.1.2. Assistance/Support: in the event of immobilization due to an unforeseen event, at the Insured's request and on his/her behalf, the Roadside Assistance Service Provider may:

- to contact the persons indicated by the Insured in order to inform them about the Insured's situation arising during the travel by contacting them by telephone or by sending a text message (SMS or e-mail);
- provide information if the requested information is published by official or reliable sources.

4.5.1.3. Mobile workshop: a representative of the Road Assistance Service Provider will travel to the scene to provide support in restoring the mobility of the Vehicle. If the Vehicle does not regain its mobility, the Roadside Assistance Service Provider shall tow

the Vehicle from the scene of the incident to the nearest contracted/approved repair facility.

4.5.1.4. Motor vehicle: any vehicle fitted with an engine for the purpose of moving on the road under its own power.

4.5.1.5. Affected vehicle: vehicle owned by the Insured for which proof of ownership is provided by an official document, registration certificate, notarized power of attorney for individuals or by a power of attorney for legal entities. The vehicle must fulfill the following conditions:

a) to be registered in Romania or with a view to registration;
b) to have the periodic roadworthiness test, an obligation valid at the time of the incident;
c) have valid compulsory insurance at the time of the incident;
d) fulfill the eligibility conditions mentioned in Art. 4.5.1.6.

Also, in order to benefit from the road assistance services under this contract, the Vehicle must not fall under any of the Exclusions set out in the Specific Exclusions mentioned in Art. 4.5.7.

4.5.1.6 Eligible vehicle: categories of vehicle eligible to access roadside assistance services:

a) motor vehicle of category Passenger car and SUV;
b) motor vehicle registered in Romania;
c) motor vehicle with a maximum of 7 seats;
d) motor vehicle with a maximum authorized mass not exceeding 3.5 tons, maximum height 2.4 m and maximum length 5.5 m.

4.5.1.7. Immobilized Vehicle: is considered as a Vehicle with the legal right to circulate on Public Roads, which following an insured event is no longer able to move under its own power.

4.5.1.8. Technical breakdown: any spontaneous electrical or mechanical failure of an electrical or mechanical nature which results in the immobilization of the vehicle or, as a consequence of the breakdown, makes it impossible to continue the journey in a safe condition.

4.5.1.9. Final beneficiary: natural person, the owner of the Motor Vehicle and the Insured.

4.5.1.10. Accommodation: If, as a result of accessing Roadside Assistance services, the Vehicle cannot be repaired on the same day and the Insured is more than 50 km away from the accommodation facility, the Insurer through the Roadside Assistance service provider will organize and bear the accommodation expenses for the passengers in the Vehicle at a hotel near the service facility where the Vehicle was transported. The accommodation may also be chosen by the Insured, if the Insured has the prior agreement of the Insurer through the operator of the Roadside Assistance Service Provider. The Insurer and the Roadside Assistance Service Provider are not responsible for the quality of the services provided by the accommodation.

4.5.1.11. Authorized Driver: the natural person who is driving the Vehicle at the time of a covered event, on the basis of prior agreement given by the Ultimate Beneficiary or on the basis of a Contract concluded with the Ultimate Beneficiary. No services will be provided by the Roadside Assistance Service Provider if the Authorized Driver falls into one of the exclusion cases.

4.5.1.12. Continuation of the journey: when the journey is interrupted by an unforeseen incident, the Insured may request this service for the occupants of the immobilized Vehicle. The Insurer, through the Roadside Assistance Service Provider, will organize and bear the cost of organizing the service for the homeward or onward journey of the occupants of the Motor Vehicle to their original destination by means of public transport (train, bus or airplane, tourist class).

The organization of this service will start only if the following cumulative conditions are met:

a) the "Towing" service was organized by the Road Assistance Service Provider;
b) The insured person is immobilized more than 100 km from the declared residence;
c) according to the estimate given by the service, it is found that the Vehicle does not regain its mobility within 24 hours.

4.5.1.13. Storage/Parking: if the nearest service center is closed (weekend or overnight), the Vehicle will be transported to a guarded parking lot and will be taken to the service center the next working day morning.

4.5.1.14. Public road: any land route, excluding railways, specially designed for road traffic, open to public traffic; roads which are closed to public traffic shall be marked at the entrance with visible signs; the definition also includes access roads to and from tourist sites or parking areas. The public road must meet the safety requirements for special towing vehicles and no reference is made to private roads.

4.5.1.15. Covered event: incident/fortuitous event occurring during the period of validity of the Insurance Policy, as a result of which the right to access the services covered under the terms of insurance arises. The insured events are:

a) Road accident;
b) Technical breakdown: any spontaneous breakdown of an electrical or mechanical nature which has the effect of immobilizing the Motor Vehicle.
c) Personal fault: event caused by the Insured/Authorized Driver's error, carelessness, inadvertence, in a situation not related to the driving/ handling of the Motor Vehicle in traffic and which results in the unintentional immobilization of the Motor Vehicle or makes safe driving impossible, such as lack of fuel, misfuelling, loss of keys, locking the keys in the Motor Vehicle.

4.5.1.16. Provider of roadside assistance services: provider of roadside assistance services - **POINTER SYSTEMS S.R.L.**, with registered office in Bucharest, sector 4, Strada Poterași, nr.10, SRC 23981740, registered with the Trade Register under no. J40/20212/2008. Their contact details: **tel. + 40372461365,** email: **office@pointer-systems.eu.**

4.5.1.17. Personal fault: any kind of possible but uncertain future event, caused by carelessness or ignorance or any other kind, which results in the immobilization of the Vehicle or makes it impossible to move the Vehicle in a safe way, such as lack of fuel, wrong fuel, loss of keys, keys locked in the Vehicle, flat tire if the spare wheel/ repair wheel is not usable or jack and/or wheel wrench missing from the Vehicle, etc.

4.5.1.18. Car in exchange: service of replacement of the car with a Car of a similar category, or of a lower class if a Car of the same

class is not available, to be offered on a rent-a-car basis, taking into account the limitations and restrictions of the rental companies. The Insurer, through the Road Assistance Service Provider, organizes and covers the rental costs. The organization of the service will start only if the following cumulative conditions are met:

a) the "Towing" service was organized by the Road Assistance Service Provider;

b) according to the estimate given by the service, it is found that the Vehicle does not regain its mobility within 24 hours.

If the "Towing" service has not been organized by the Roadside Assistance Service Provider, the Insured will not be able to benefit from the Car in Exchange service.

4.5.1.19. Puncture: Damage to one of the four wheels fitted to the Vehicle (punctures, loss of pressure, low pressure, etc.), resulting in the immobilization of the Vehicle. This damage can be repaired by specific vulcanization operations.

4.5.1.20. Passenger: any person inside the Motor Vehicle at the time of the road event. Roadside assistance covers persons who were inside the Vehicle at the time of the event (technical breakdown, personal fault or accident).

4.5.1.21. Recovery: the costs generated by activities necessary to put the Vehicle back on the roadway/ Public Road, are considered as "Additional Fees and Charges". The roadside assistance service provider will inform the Insured of these costs that are not covered by the insurance and will be borne by the Insured. As a general rule, in these situations, special equipment is used to put the vehicle back on the road, such as cranes, trolleys, which exceed the standard equipment of an intervention truck.

4.5.1.22. Repatriation of the Motor Vehicle: at the Insured's request, within a maximum of 15 working days from receipt of the estimate from the service, the Road Assistance Service Provider organizes the "Repatriation of the Motor Vehicle" (from outside Romania). The repatriation of the damaged Motor Vehicle will be organized according to the instructions given by the Insured, but no further than the declared Residence. This service follows the towing service and is not an emergency service.

The road assistance service provider will organize the Repatriation service if the following conditions are met:

a) as a result of the incident the vehicle is immobilized and the Road Assistance Service Provider has organized the "Towing" service;

b) the towing service has been rendered and the Insured is willing to transport the Motor Vehicle to the declared place of residence;

c) The vehicle has been transported to a repair facility or storage facility approved by the Road Assistance Service Provider.

4.5.1.23. Declared residence: the address at which the Motor Vehicle is registered and/or mentioned in the Insurance Policy. For an individual, the "Declared Residence" is the address at which the individual lives, other than that of domicile. For legal persons, the "Declared Residence" is the address at which the legal person carries out its activity, other than the registered office.

4.5.1.24. Additional fees and charges: are identified in the form of costs/charges that the Insured will incur in addition for the services provided, which are not covered by the Roadside Assistance Services.

4.5.1.25. Taxi: if the Affected Vehicle remains immobilized following access to the Roadside Assistance services and in order to pick up the "Spare Car", the Insured has to travel to the locality of the provider, other than the declared residence, the Insurer through the Roadside Assistance service provider will organize and take over the costs of taxi services, within the limit mentioned in the Insurance Policy.

4.5.1.26. Territory coverage for roadside assistance services: the territorial coverage of roadside assistance services is limited to: Europe (Albania, Andorra, England, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Bulgaria, Czech Republic, Cyprus, Croatia, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Lithuania, Latvia, Liechtenstein, Luxembourg, Monaco, Malta, Montenegro, Norway, Poland, Portugal, Serbia, San Marino, Scotland, Slovenia, Slovakia, Spain, Sweden, Switzerland, Switzerland, Vatican) and Turkey (European and Asian parts).

4.5.1.27. Towing: A towing service is the intervention requiring the movement of the towing vehicle or rig from the scene of the incident to the nearest service. The towing service is of an emergency nature and is offered as soon as the request for access has been registered, if the authorities allow the vehicle to be towed.

4.5.1.28. Additional towing: towing up to 50 km if necessary. In the event of breakdown or traffic accident, towing of the vehicle up to 50 km is provided. The total number of kilometres is calculated from the location where the Roadside Assistance Service Provider initially unloaded/ stored the Vehicle to the repair facility.

4.5.1.29. Vehicle Transportation: intervention on Romanian territory, requiring the movement of the towing vehicle or transport platform over a distance exceeding the limit of the towing service. This service follows on from the towing service and is not an emergency service. The "Transport" service will be organized within a maximum of 7 working days.

4.5.1.30. Transportation to the service station: travel costs to the repair facility for the driver of the Vehicle identified at the time of immobilization, if following access to Roadside Assistance services the immobilized Vehicle was repaired at the service station where it was transported by the Roadside Assistance Service Provider.

4.5.1.31. Passenger transportation: If the vehicle is towed to a service, passengers shall be transported from the scene of the incident to a hotel near the service or to a means of transportation, within the available space in the means of towing.

4.5.2. The Insured may access the Road Assistance services in order to restore mobility and facilitate the continuation of the journey to the initial destination for the Affected and eligible Vehicle, as well as for the passengers in the Vehicle at the time of immobilization, if the Insured provides proof that the journey made with the respective Vehicle does not exceed a number of 30 (thirty) consecutive days from the date of leaving the territorial borders of Romania.

4.5.3. If the Insured is travelling with the Vehicle in the Territory of roadside assistance coverage and the Insured is involved in a Road Traffic Accident during the travel or a technical breakdown (mechanical / electrical) or a Personal Accident occurs during the travel, as a result of which the Affected Vehicle is immobilized or can no longer be used for the safe continuation of the travel, the Insurer will cover through the Roadside Assistance Service Provider, at the request of the Insured the following **roadside assistance services**:

a) on-site assistance, Mobile Workshop, excluding the cost of spare parts, up to the amount specified in the Insurance Policy;
b) towing: to the nearest dealer or authorized service, up to the amount specified in the Insurance Policy;
c) additional towing, up to 50 km;
d) recovery of the Vehicle, up to the amount specified in the Insurance Policy;
e) storage/parking, up to the amount specified in the Insurance Policy;
f) telephone support.

The Road Assistance Service Provider's intervention will start as soon as the telephone call is received. The intervention team will arrive at the location specified by the Insured within a maximum of 3 hours. The response time may vary depending on the distance or situations where there are traffic jams, unfavorable weather conditions or other events that may objectively influence the intervention.

4.5.4. If the Affected Vehicle is immobilized as a result of a road traffic event and the Insured has been granted Towing service by the Road Assistance Service Provider and the repair of the Vehicle takes more than one day, the Insured may request the following **extra services**:

a) Car on Exchange, up to the amount specified in the Insurance Policy, under rent-a-car conditions.
b) Repatriation of the Vehicle in the event of a Road Accident (to the declared place of Residence), up to the amount specified in the Insurance Policy.
c) Transportation to the service, up to the amount specified in the Insurance Policy.
d) Passenger transportation up to the amount specified in the Insurance Policy.
e) Accommodation, up to the amount specified in the Insurance Policy. If the Motor Vehicle cannot be repaired on the same day and the Insured is more than 50 km away from the accommodation establishment.
f) Continuation of the travel, up to the amount specified in the Insurance Policy.
g) Taxi, up to the amount specified in the Insurance Policy.

The following services cannot be claimed in combination:

a) Spare car and Accommodation;
b) Replacement car and Continuation of journey.

4.5.5. Interventions may not be accessed repeatedly for the same damage. By way of example, but not limited to:

a) refusal to go to a repairing establishment;
b) leaving the repairing establishment without accepting the recommended repairs;
c) defective or discharged batteries or refusal to replace them.

In the event of a flat tire, on a single wheel, resulting in the immobilization of the Affected Vehicle, it is not considered as an event covered by the Road Assistance service and the requested services are provided at cost.

4.5.6. The Insured will be covered in accordance with the terms of insurance and within the limits specified in the Insurance Policy, any additional costs will be paid, independently of the insurance, directly to the Roadside Assistance Service Provider. The Insured may also request services on request directly from the Roadside Assistance Service Provider, but in this case the costs will also be borne exclusively by the Insured.

4.5.7. Specific exclusions, applicable Art.4.5:

The following events, circumstances and situations lead to exclusion from the provision of roadside assistance services for the Motor Vehicle even if, in the absence of such an event, circumstance/ situation, the request for assistance could be described as event-related:

a. the event triggering the request for intervention takes place outside the coverage territory;
b. the event/ immobilization takes place in an insular territory or the access roads do not allow the safe movement/ passage of towing vehicles;
c. failure to grant access to the Service Providers for carrying out the Intervention and/or their objective impossibility to reach the Affected Vehicle by road with the intervention vehicle, either due to unfavorable weather conditions (heavy rain, blizzards, snow, etc.), or other objective situations, independent of their conduct;
d. damage/ breakdown of the Motor Vehicle which has been the subject of a previous case of Road Assistance and in relation to which the Insured has received a recommendation for replacement/repair, but which he/she has not put into practice;
e. claims outside the period of validity of the insurance;
f. the periodical technical inspection (ITP) of the Vehicle is expired on the date of the Event;
g. damage/accidents caused by non-conformity in the dimensioning, installation, fitting or improper use of certain devices on the Vehicle;
h. motor vehicles that belong to the categories of Trade motor vehicles, providing taxi, school, police, rent-a-car, ambulance, fire brigade or courier services;
i. Vehicles involved in sports competitions, races, car rallies or specific training for these activities;
j. Vehicles which have changed their classification by changing the technically permissible maximum mass (MAM) of a vehicle (detaring);
k. cases of force majeure or extreme conditions or natural disaster, such as: earthquakes, floods and alluvium from overflowing surface waters (flowing or standing), temporary atmospheric precipitation, including melting snow or ice, landslides and/or landslides;
l. damage caused by acts intentionally committed by the driver of the Motor Vehicle, acts of vandalism, strikes, war, civil disturbances and actions of malicious groups;
m. requests for intervention in times of epidemic and/or pandemic, associated with legal restrictions or limitations of access

or any other nature that places the intervention of the Road Assistance Service Provider outside the legal framework;
n. Motor vehicles with a total permissible mass exceeding 3.5 tons, more than 7 seats, more than 2.4 m in height or more than 5.5 m in length;
o. minor damage that does not lead to the immobilization of the Motor Vehicle or that is not caused by a Road Traffic Accident, Technical Breakdown or Personal Fault;
p. Vehicles with any type of modifications that are not accepted by Romanian road legislation;
q. use of the Vehicle on public utility roads closed to public traffic or roads not properly prepared for the circulation of emergency vehicles;
r. the costs of materials and spare parts necessary for troubleshooting are not included in the price of the services;
s. at the time of the Event, the authorized driver is not allowed to drive the Vehicle - according to the law or a court decision, or he/she is under the influence of alcohol or psychoactive substances (at the time of the Event or Intervention);
t. the cost of spare parts, materials, repair services in car service workshops, fuel, road, bridge, ferry, vignette, vignette and warranty charges for replacement cars, etc. are not covered.

4.5.8. Damage procedure applicable Art. 4.5

In the event of immobilization of the vehicle as a result of insured events, the insured is obliged to:

- immediately call **the Road Assistance Service Provider** (24 hours a day) - **POINTER SYSTEMS S.R.L.** at **tel. + 40372461365,** email: **office@pointer-systems.eu** and provide information on the nature of the event, date and time, the event, a brief description of the event and, if necessary, photos of the damage to the vehicle and GPS coordinates;
- make any other documents requested by the Insurer/Road Assistance Service Provider available to the Insurer/Road Assistance Service Provider;
- obtain the Insurer's approval through the Roadside Assistance Service Provider before taking any initiative to use different services, in particular if they are used for a fee, even if they are covered by this contract;
- provide all information necessary to identify the vehicle and the persons entitled to use the road assistance service;
- present supporting documents (reservation, accommodation payment, vignette, etc.) proving the date of departure on the travel, if necessary the date of return from the travel (crossing Romanian borders);
- to provide any other document that the provider of the road assistance service deems necessary to establish the exact date of departure from the territory of Romania and the period of travel.

In the event of failure to comply with the above obligations, the Insurer may refuse to pay compensation.
If the Road Assistance Service Provider is not notified and there is a justification for this, the Insurer will pay the Insurance Indemnity after the Final Beneficiary has submitted to the file all the documents required by the Insurer, relating to the causes and circumstances of the insured risk as well as a certified translation thereof.

4.6. Civil liability abroad

4.6.1. Specific definition:

4.6.1.1. Hazardous activity: occupation or activity, whether paid or unpaid, which is generally considered to be dangerous (such as, but not limited to: exposure to radiation, extreme temperatures, mining, exploitation of dangerous and/or explosive substances, armed activities of special forces, aviation, motorcycling, motorcycling, parachuting, scuba diving, bungee jumping, racing of any kind, flying other than as a passenger on a commercial airline; the list is illustrative, not exhaustive).

4.6.2. Insured risks

Legal costs and expenses arising out of the civil liability of the insured as a result of:

- Bodily injury or death accidentally caused to a third party who is not a member of the insured person's family, traveling companion or employee;
- Property damage resulting from the destruction of any property not owned, controlled or controlled by the Insured, their family members, companions or employees.

The maximum limit of indemnity is specified in the Insurance Policy / insured event and aggregate per insurance year.
The Insured Person shall notify the Insurer within 48 hours of any event which may give rise to the Insured Person's liability as described in this section and provide the details and information requested. He shall also immediately upon receipt of any summons, letter, subpoena, subpoena, lawsuit, and shall notify the Insurer in writing within 48 hours if he becomes aware of any impending conviction, inquiry or investigation in connection with the said event.
The Insurer shall have the right to take over the settlement of any claim and to prosecute at its own expense and for its own benefit any claim for compensation or indemnification regardless of the claimant. The Insurer will provide all information and assistance requested.
The Insurer shall be exonerated from any future civil liability to injured third parties arising for the Insured in connection with the events in this section.
No offers, promises or payments to third parties shall be accepted without the prior consent of the Insurer.

4.6.3. Specific exclusions, applicable Art. 4.6:

a) Liability towards the Insured's family members;
b) Damage caused by the Insured to family members or employees;
c) Liability assumed by the Insured under a contract;
d) Liability for which the Insured is indemnified under any other insurance policy;
e) Liabilities to third parties arising out of the use of vehicles, aircraft or marine craft, or of any property owned, cared for or in the custody of the Insured;

f) Damage caused intentionally by the gross negligence or gross negligence of the Insured;
g) Moral damages, fines imposed by courts of law or other authorized/competent bodies, penalties, punitive damages;
h) Possession or use of firearms;
i) If the Insured is engaged in a dangerous activity related to any business, trade or profession.

4.7. Storno - Cancel departure and interruption of travel

4.7.1. Specific definitions:

4.7.1.1.1 Force majeure: for the purposes of this cover, *force majeure* means any event which the carrier/ its agent could not have foreseen or avoided with all due precautions taken. Such events include war or threat of war, strikes, civil commotion, ongoing or imminent terrorist activities, industrial disputes, natural or nuclear disasters, inclement weather, fire or any other events beyond the control of the carrier/the carrier's agent.

4.7.1.2. Serious Illness: any organic or functional change in the normal state of the body, occurring unexpectedly and unforeseeably and diagnosed by a medical specialist and requiring the effective cessation of any activity, medical treatment and supervision and with the recommendation of bed rest or not to leave home, issued by a medical institution authorized according to the legal provisions in force and which make it impossible for the Insured to travel.

4.7.1.3. Penalties: for the purpose of this cover, penalty means the percentage of penalty applied by the travel agency/tourist/ transportation service provider under the contract of sale of the tourist service package/ air ticket in case of cancellation of the travel, i.e. the part of the package/ air ticket indemnified by the Insurer and calculated at the amount paid by the Insured at the time of the occurrence of the insured risk.

4.7.2. The provisions of this cover apply both to travel packages purchased from a travel agency, bookings made through an online accommodation booking platform and air tickets purchased from a travel agency/airline/ specialized websites. The air ticket is considered as a contract of carriage between the airline and the person named in the ticket.

The Insurer hereby covers:

4.7.2.1. **Travel Cancellation Expenses**: costs of transportation, accommodation and any other costs incurred by the Insured for the purpose of the travel, on the basis of a contract for tourist services or a firm booking confirmation for which he/she is responsible, costs which, in the event of travel cancellation and in the absence of this insurance contract, could not be recovered. Only costs relating to the cancellation of the travel that arise at the time of the occurrence of the insured risk and during the period of validity of the Storno Clause are covered. The additional costs incurred by the delay in notification of the risk will not be reimbursed.

4.7.2.2. **Travel interruption costs**: costs incurred by the Insured for the purpose of the travel, which the Insured can no longer benefit from due to the occurrence of an insured risk during the travel, costs which, in the event of interruption of the travel and the absence of this insurance contract, could not be recovered.

4.7.3. Insured risks:

a) death of the Insured, his/her spouse or a first or second degree relative;
b) the serious illness (as defined in this cover) or accident of the Insured Person, his/her spouse, his/her first-degree relative or a person who is to accompany him/her or is accompanying him/her on the travel, including COVID-19 illness or quarantine due to suspected COVID-19 infection of the Insured Person, his/her spouse, his/her first-degree relative or a person who is to accompany him/her or is accompanying him/her on the travel;
c) the devastation of the Insured's home during the 14 calendar days prior to the commencement of the travel or during the Insured's travel as a result of fire, explosion, burglary, vandalism, events for which the Insured's presence at home is justified on the day of departure or necessary on the day of the event;
d) receipt by the Insured Person of a summons to appear before a court of law at a set date during the period of the travel, provided that the summons is received after the booking of the travel or the court does not recognize the booking as a reason for postponing the date and the summons received is the first issued in the respective case pending before the court or the summons is received during the period when the Insured Person is already travelling. It is not considered as an insured risk if the Insured is represented by a lawyer and his presence is not necessary.
e) road accident directly involving the Insured or the vehicle with which the Insured is going to travel, occurring on the territory of Romania, proven by documents issued by the competent authorities and the Insured no longer has a means of transportation with which to travel, if he was going to travel with the vehicle;
f) unexpected dismissal of the Insured for reasons for which he/she is not responsible;
g) requesting the police to make a statement, if a later date cannot be rescheduled;
h) disorders of pregnancy.

4.7.4. Period of validity of the Cancellation Clause

4.7.4.1 In the event of travel cancellation, the cover is valid, for each travel, if the following conditions are met cumulatively:
a) no later than 30 (thirty) days before the date of departure;
b) after 24:00 on the day on which the policy was issued and the insurance premium paid;
c) after the date of entry into force of the contract for package travel services purchased from the travel agency, reservations made through an online platform for booking accommodation and air tickets purchased from the travel agency/airline/ specialized websites.

4.7.4.2 In the event of travel cancellation, cover ceases in one of the following situations:
a) at 00:00 on the day prior to the time of the first tourist service / transportation purchased through the package tour / air ticket marketing contract;

b) in case of transfer by the Insured Person of the package of tourist services purchased to a third party;
c) on the date of early termination of the package of tourist services purchased;
d) on the date of payment of the full benefit/ Amount insured for this cover.

4.7.4.3. In the event of interruption of the travel: cover is valid from 00:00 on the day before the first tourist/ transportation service purchased through the package travel/ air ticket contract of each travel is provided and ceases when 50% of the estimated duration of each travel is completed.

4.7.5. Maximum limit of compensation

Coverage is valid for each Insured named in the Insurance Policy, for their own loss, the maximum limit of indemnity being that stated on the insurance policy/person.

4.7.6. Specific exclusions, applicable Art. 4.7:

4.7.6.1. Events and their consequences not covered by the insurance in case of travel cancellation, applicable to the Insured as well as to the Insured's family members or spouse.

4.7.6.2 The Insurer shall not bear the risk of cancellation or interruption of the travel, if this is due to the direct or indirect consequences of:

a) existing medical conditions, ailments, pathological conditions or chronic illnesses from which the Insured was suffering at the time of taking out the policy, as well as the return and convalescence of unrecognized illnesses;
b) any illness pre-existing the date of entry into force of the policy, as well as any accident or illness caused or contributed to by the Insured, the Co-Insured or a person who is to accompany him/her on the travel;
c) neoplastic conditions diagnosed within the first 2 months after the purchase of the policy;
d) abortion for therapeutic purposes or voluntary termination of pregnancy, as well as any diseases or complications of reproductive organs, venereal diseases, AIDS;
e) surgery for organ transplantation, as well as surgery for the implantation of artificial organs or devices replacing or supporting organ functions, surgery for stent and peacemaker implantation, as well as surgery for the consequences of transplantation or implantation (complications, adjuvant treatment), mental illness;
f) the development of an infectious disease which starts in the context of an epidemic/pandemic officially declared by the competent authority; by exception, the expenses relating to the cancellation or interruption of the travel caused by the Insured becoming ill with COVID-19 or being placed in quarantine due to the suspicion of infection with COVID-19; expenses relating to the cancellation or interruption of a travel caused by serious COVID-19 infection of a first or second degree relative of the Insured Person, if hospitalization in intensive care is necessary, even if the relative/relative did not travel with them;
g) events, accidents or illnesses resulting from the consumption of psychoactive substances or drugs in toxic doses or not prescribed by a competent medical authority, the consumption of alcohol, when the Insured's blood alcohol level exceeds 0.80 g/l pure alcohol in the blood or 0.40 mg/l alcohol in the exhaled air and this caused the event, or the consumption of drugs by the Insured.
h) mental derangements, mental or nervous disorders;
i) failure by the Insured to comply with the provisions regarding the conditions of exit from Romania and entry into other states, failure to grant an entry visa in the country of transit or destination;
j) withholding of identity documents required for the journey by the lawful authorities, prohibitions on crossing borders or boarding passenger transport, denial of entry visa for the country of destination or transit;
k) actions of explosive devices or firearms;
l) acts of war of any kind, military events, acts of terrorism or sabotage, revolutions, riots, strikes, vandalism and similar events;
m) landslides and landslides caused by human activities;
n) the infiltration of rain, hail, snow or dirt through leaking windows or other openings at the Insured's domicile or residence;
o) flooding of the Insured's home or residence with water from neighbours or water from a pipeline;
p) simple theft, theft by deception, theft with the use of keys, suitable or original, except in cases where these keys have been obtained by robbery;
q) occupational and occupational diseases;
r) the consequences of poisoning caused by the introduction of solid or fluid substances into the mouth, attempted suicide, even if the Insured Person committed the act in a state which precludes free will;
s) accidents caused by gross negligence on the part of the Insured, including those due to or favored by the consumption of alcohol, toxic substances or drugs;
t) cancellation of the travel or of the tourist service contract by the tourist service provider or operator;
u) force majeure.

4.7.6.3. The insurance does not cover the risk of travel cancellation as a result of any increase in the tariffs of the services purchased through the contract for the sale of tourist services/air tickets or the non-fulfilment of the contractual terms by the travel agency/airline towards the Insured.

4.7.6.4. The following are not covered and are not considered as part of the tourist package: tickets to shows, competitions, entrance fees to museums and other monuments/institutions.

4.7.7. Specific provisions on Claims, applicable Art. 4.7:

4.7.7.1 If the Insured cancels or interrupts his/her travel due to the occurrence, during the period of validity of the insurance, of any of the above-mentioned events, and if, according to the conditions of renunciation stipulated in the contract for the sale of tourist packages/plane ticket, penalties are applied, he/she shall have the following obligations:

a) notify the Insurer by telephone or in writing within 48 hours of the occurrence of the insured event, providing information about the event;
b) to submit the following documents to the Insurer within a maximum of 5 calendar days after the occurrence of the event:
   - Insurance policy;
   - The claim;
   - A copy of the request to cancel the package of tourist services submitted to the travel agency where the full or partial payment of the contract/ticket price was made, with the registration number given by the agency;
   - Copy of the contract of sale of the tourist service packages concluded with the travel agency or of the flight ticket, as well as all annexes (order form, voucher, invoices, etc.);
   - Proof of payment, in full or in part, of the price of the contract for the sale of tourist service packages/air ticket (original receipt);
   - Documents proving the occurrence of the insured event;
   - Copy of the death certificate and the medical certificate confirming the death;
   - Detailed medical report and proof of hospitalization;
   - Minutes, as well as any other documents issued by the Police, Fire, etc;
   - The summons issued by the judicial authorities;
   - Any other document required by the Insurer to settle the claim.
c) in the event of cancellation or interruption of the travel due to a medical problem, to undergo, at the Insurer's request, a medical examination by doctors approved by the Insurer. In cases where a person other than the Insured Person is at the origin of the request for cancellation or interruption, the Insured Person shall be obliged to take the necessary steps to ensure that the person concerned undergoes, at the Insurer's request, a medical examination by doctors approved by the Insurer.
d) authorize the competent authorities to assess the insured event (doctors, hospitals, social or private insurance, etc.) to issue all documents and information requested by the Insurer.
e) to take all necessary measures to limit the damage on the occurrence of any event covered by the insurance.
f) to strictly comply with the provisions of these insurance conditions, as well as those of the contract of sale of tourist service packages / conditions of the air ticket, otherwise the Insured will lose all rights resulting from this insurance.

5. TERRITORIAL LIMITS. INSURED AMOUNTS

Territorial coverage: worldwide, except for countries where the Insured has his/her permanent domicile, residence or of which he/she is a citizen. The territorial coverage for Roadside Assistance Services is also mentioned in Art. 4.5.1.26.
The Amounts insured represent the maximum amount of compensation for each Insured and are specified in the Insurance Policy.

6. GENERAL EXCLUSIONS

In addition to specific exclusions, UNIQA Asigurări S.A. does not cover risks caused directly or indirectly by:
6.1. Any damage caused by war, invasion, action of an external enemy, hostilities (whether or not a state of war has been declared), civil war, rebellion, revolution, conspiracy, insurrection, insurrection, rebellion, military rebellion with or without usurpation of power, martial law, acts of malevolent persons acting on behalf of or in connection with any political organization, confiscation, nationalization, expropriation, expropriation, sequestration, requisition, destruction or damage by order of any de jure or de facto government or public authority;
6.2. Any damage caused by acts of terrorism, sabotage; this insurance does not cover damage, loss, cost or expense of any kind caused directly or indirectly arising out of, occasioned by, happening by, derived from or in connection with any act of terrorism, regardless of any other cause contributing directly or indirectly to such damage, loss, cost or expense; in the context of this exclusion, terrorism is defined as an act of violence or threat of violence or an action that is harmful or endangering to human life, property or tangible or intangible infrastructure, with the intent or effect of which is to influence any government or to cause fear among the population or a section of the population; in the event that any part of this clause is found to be invalid or unenforceable or unenforceable or unenforceable or unenforceable, the remainder of the clause shall remain in full force and effect and effectively enforced; act of terrorism shall also mean the use of any biological or chemical agent, nuclear weapon or device/assembly or weapon or explosive or destructive device or activity of any kind, with the intent to directly or indirectly endanger the safety of property or one or more persons; and act of terrorism shall also mean any act or activity defined by any law imposed by the authority of any country or territory where such activity has been defined as an act of terrorism; in any suit, action at law or other proceeding in which the Insurer claims that, by reason of this definition, any damage, loss, cost or expense is not covered by this Contract of Insurance, the burden of proof that such damage, loss, cost or expense is covered shall be on the Insured or, as the case may be, the Beneficiary;
6.3. Events directly or indirectly related to nuclear reaction/radiation, radioactive contamination/pollution, any kind of contamination/pollution;
6.4. Destruction, alteration, dismemberment or distortion of any electronic data, encodings, programs or software, and any malfunction of any hardware equipment, software program or embedded electronic components (other than resulting from a covered prior physical damage or loss sustained to tangible property), and any business interruption loss or loss of profits that may result from the foregoing; in the context of this provision the destruction, alteration, dismemberment or distortion of any electronic data, coding, programs or software and the malfunction of hardware equipment, software programs or embedded electronic components shall not constitute a physical or material loss per se; this exclusion shall apply regardless of the existence of any other

provision in the conditions of insurance of this Policy;
6.5. Overhead transmission or distribution lines, including wires, cables, cables, pylons, masts, towers, substations and transformer stations and posts or other structures and equipment of any kind which are or may be part of such overhead transmission or distribution lines for electricity, communications of any kind (including audio or video) or telegraph, other than those located at the insured location or up to a maximum distance of 1.000 meters therefrom; this exclusion covers both damage to property which may occur to the categories of property listed and business interruption and/or loss of profit as a result of such property damage and any liability which may arise therefrom;
6.6. Events directly or indirectly connected with the Insured's participation in military service in any country or international authority, including in times of peace;
6.7. Self-harm, suicidal intent or suicide;
6.8. Illnesses or accidents that the insured person has caused intentionally or by committing a crime, or as a result of alcohol, drugs, abuse of medication, use of narcotic or hallucinogenic substances as well as for the consequences of any treatment that has not been prescribed by an authorized physician;
6.9. Committing or intentionally attempting to commit criminal acts;
6.10. Removal of physical defects or anomalies/malformations (e.g. cosmetic surgery, including its consequences, cosmetic treatments);
6.11. Expenses related to rest or recuperation treatment in rest or spa resorts, sanatoriums, convalescent homes, convalescent homes, detoxification establishments or similar institutions;
6.12. Expenses related to any kind of psycho-emotional disorders/illnesses: Psycho-emotional disorders/illnesses are groups of symptoms and/or clinical signs (e.g. palpitations, vertigo, headache, nausea, epigastric or lower abdominal pain, profuse sweating, precordial prickling, inappetence or bulimia, diarrhea, etc.) that have as their source overt or unrecognized emotional states of the patient such as overwork or stress;
6.13. Management and treatment of pregnancy, termination of pregnancy, premature births, fertility/fertility interventions for pregnancy, childbirth and their consequences. Medical treatment of typical pregnancy-related complaints and their consequences, including changes in the course of chronic diseases as a result of pregnancy. However, in the event of acute complications during pregnancy, UNIQA Asigurări S.A. will pay compensation in accordance with the provisions of these conditions only for the expenses related to medical measures taken to save the life of the mother and/or child, provided that the pregnancy has not exceeded 30 weeks;
6.14. Medical expenses related to the diagnosis and/or treatment of cancer, sexually transmitted diseases, HIV infection, AIDS and their consequences;
6.15. Care provided by a homeopathic doctor, a naturopathic doctor or a person who is not authorized to practice medicine by the competent public authority of the country in which the insured event occurred;
6.16. Rehabilitation and physiotherapy or for the execution, repair and maintenance of prostheses/medical orthotics;
6.17. Ophthalmologic treatments (except those which are the direct consequence of an insured risk), for glasses, contact lenses;
6.18. Dental or prosthetic treatment, orthodontics, periodontics, periodontosis, scaling, dental implants, dental prostheses, dental crowns/bridges, dental cosmetics or any other intervention that is not considered a medical emergency;
6.19. Illnesses or accidents caused by the Insured's flight in an aircraft not belonging to a registered airline and legally authorized to carry fare-paying passengers on published routes actually flown on a scheduled basis or by the Insured's use of a non-powered aerial vehicle (e.g. glider, hang glider, parachute, etc.), as well as any other kind of air activity of the Insured, except as a passenger on a scheduled airline flight;
6.20. Produced events:
6.20.1. by the Insured's participation in highly dangerous activities, such as, but not limited to: mountaineering, skydiving, bobsleigh, scuba diving, water skiing, freestyle skiing, ski jumping, skeleton, caving, jet skiing, surfing, snowboarding, hang gliding, paragliding, parasailing, hang gliding, hang gliding, aeronautics, hunting, unless the Extreme Sports Clause is purchased;
6.20.2. while driving or traveling on motorcycles, mopeds, scooters, ATVs, non-powered aerial vehicles (e.g. glider), when the Insured participates in motor sports competitions (qualifying or rally), driving courses;
6.20.3. by the participation of the Insured as a professional or amateur athlete in sports competitions and official training for such events;
6.21. Events occurring in the course of sporting activities which do not correspond to the purpose of the travel as stated in the insurance policy;
6.22. Events caused by the failure of the Insured, as a driver, to comply with international regulations concerning traffic on public roads;
6.23. Damages resulting from the Insured's civil liability for damage caused to property owned by the Insured;
6.24. Repatriation expenses for which there is no prior agreement of the Insurer, as well as medical expenses incurred after the date on which, although possible, medical repatriation was not carried out following a decision of the Insured;
6.25. Expenses for examinations, operations or treatment of a purely cosmetic nature, for plastic surgery and their consequences with the exception of reconstructive surgery required as a result of Bodily Injury covered by this policy;
6.26. Expenditure for the treatment of obesity, or for the alleviation of insemination conditions or for the treatment of impotence or for the improvement of potency;
6.27. Medical expenses incurred as a result of the event suffered after the insured person's return to Romania, country of citizenship or residence;
6.28. Any other expenses not covered under these conditions of insurance.

7. DAMAGE PROCEDURE

In case of an insured event, the Insured is obliged:
7.1. to take all possible measures to limit the damage both at the time of the insured event and subsequently in order to avoid increasing the damage already caused.
7.2. to notify the Assistance Company by telephone or in writing as soon as possible of the occurrence of the event and to follow the instructions received. If the Insured is unable to contact the Assistance Company urgently before consulting a doctor or going to a Hospital, he will contact the Assistance Company as soon as possible.
7.3. not to incur expenses for medical services and/or medical repatriation/ in case of death without the consent of the Assistance Society.
7.4. to provide the Insurer with all requested documents in original or copy (as appropriate) supporting the claim (invoices, receipts, receipts, cash receipts, reports from the Police or other authorized bodies / transportation company, etc.).
7.5. all information and requests to the Insurer are made in writing or by telephone.
7.6. Claims for compensation must be submitted to the Insurer no later than 60 (sixty) days after the end of treatment or transportation to the permanent place of residence, or in the case of death, after transportation of the body/interment. If claims are not submitted within this time limit, the Insurer reserves the right to refuse payment of compensation. The claim must be accompanied by all supporting documents provided for in these conditions.
7.7. The Insured (or the person presenting the insurance policy in the event of the insured person's death) must provide the Insurer, upon request, with all the information necessary to establish the causes and circumstances of the insured event and the amount of the compensation. Also, at the express request of the Insurer, documentary evidence of the actual date when the travel abroad began (copy of passport, travel tickets, etc.) must be provided.
7.8. at the request of the Insurer, the Insured and the policyholder must authorize the Insurer to obtain all information deemed necessary from third parties (doctors, medical institutions of any kind, commissioners, health or pension funds) and to exempt these third parties from liability for confidentiality and professional secrecy.
7.9. in case of non-fulfilment of the obligations stipulated in Art. 7.1-7.8, UNIQA Asigurări S.A. has the right to refuse to pay the compensation.

The company that provides assistance (except for Road Assistance Services, as mentioned in Art 4.5) - **CORIS Assistance S.R.L.**, with registered office in Bucharest, sector 1, Str. Ion Campineanu, nr. 11, Union International Center, postal code 010031, CUI 13668533, registered with the Trade Register under no. J40/927/30.01.2001. Their contact details: **tel. +4021.201.90.46,** email: **asistentauniqa@coris.ro**

8. DETERMINATION AND PAYMENT OF COMPENSATION

UNIQA Asigurări S.A. will pay compensation on the basis of the insurance policy if, in addition to the proof of its existence, supporting documents are presented regarding the insured risk and, where applicable, the expenses incurred by the Insured from its own sources.
8.1 In the event of any insured event, the Insured must provide the following documents:

- the claim which will contain details of the insured event;
- policy;
- identity card (copy);
- medical documents in copy certifying the established diagnosis and the recommended treatment, hospitalization/discharge notes, medical records, invoices, receipts for medical and/or repatriation expenses, prescription issued by the attending physician and stamped pharmacy receipt; in case of dental treatment the medical documents/invoice must contain information about the treated teeth and the treatment applied;
- death certificate (certified copy), documents proving the cause of death and the place in case of repatriation of the Insured's body;
- reports from the competent authorities (Police, Fire Brigade, transportation company) in the event of an accident, death, delay or loss of luggage/documents, as well as supporting documents proving the expenses incurred by the Insured and their amount;
- witness statements regarding the occurrence of an injury, copies of reports of the authorized bodies that investigated the occurrence of the injury, invoices, receipts in the case of insured events not covered under the foreign liability risk;
- any other document requested by UNIQA Asigurări S.A., necessary to complete and settle the damage file.

The Insurer reserves the right to request original payment documents. Supporting documents relating to expenses incurred, issued in a foreign language, shall be accompanied by a certified translation, the cost of which shall be borne by the Insured. If the Insurer bears these expenses, they will be deducted from the compensation due.
8.2 **Payment of compensation** shall be made as follows:

a) In case the Insured uses the policy during the travel, the procedure set out in Chap.7, above, will be followed, the expenses will be paid directly by **CORIS Assistance**, on behalf of the Insurer.
The Insured Person exempts doctors and Hospitals contacted by authorized agents of the Insurer from liability for confidentiality and professional secrecy.
b) If the procedure set out in Chapter 7 is not followed, the Insurer shall reimburse the Insured for the expenses incurred out of its own resources, after having analysed the documents submitted and established its liability under the insurance contract concluded.

c) If the Insured bears partially or entirely from his own sources the expenses incurred, only after notification of the event and after analysing the medical and payment documents, they will be compensated upon return to Romania on the basis of the damage file.

Compensation shall be paid in lei, at the reference exchange rate of the National Bank of Romania calculated on the date of payment, into a bank account mentioned by the Insured in the claim, opened with a bank in Romania.

8.3 The Insurer is obliged to settle the claim file and send the answer/pay the compensation to the Insured within a maximum of 30 days from the date of submission of the last document necessary to finalize the file.

8.4 In the event of a claim for reimbursement of the costs of transportation of the deceased body from abroad to the place of residence held during the lifetime of the deceased or for burial at the place of death, the medical certificate of death and the doctor's statement as to the cause of death as well as the autopsy report - if applicable - must be submitted.

8.5 In the event of a claim for the repatriation of the Insured to his/her permanent place of residence or to a Hospital in Romania, the transportation must be organized by the Assistance Company on the basis of the written recommendation of the attending physician and medical documents showing the diagnosis and the medical necessity of the transportation. The Insurer will not consider medical declarations made by relatives or the spouse of the person concerned.

8.6 After payment of the indemnity, any subsequent claims raised by third parties shall not be enforceable against the Insurer.

9. FORCE MAJEURE AND FORTUITOUS EVENT

9.1 Neither of the contracting parties shall be liable for failure to perform on time and/or improper performance - in whole or in part - of any obligation under the Insurance Contract, if the failure to perform or improper performance of the obligation in question was caused by force majeure or fortuitous event, as defined by law.

9.2 Force majeure shall mean any external, unforeseeable, absolutely invincible and unavoidable event, including but not limited to war or revolution, fire, flood, earthquake, epidemic, embargo or quarantine restrictions, which, occurring during the execution of the Insurance Contract, prevents or delays, in whole or in part, the fulfillment of the obligations arising from this Insurance Contract.

9.3. Fortuitous event means an event which could not have been foreseen or prevented by the person who would have been held liable if the event had not occurred.

9.4 The party invoking force majeure or fortuitous event is obliged to notify the other party of its occurrence within 5 calendar days of the occurrence of the event and to take all possible measures to limit its consequences.

9.5 If within 30 (thirty) calendar days after the occurrence of the event, the event in question does not cease, the parties have the right to give notice of termination of this Insurance Contract, without either of them being entitled to claim damages.

10. LEGISLATION AND LITIGATION

10.1. The acts of persons who obtain or attempt by any means whatsoever to obtain insurance indemnities unjustly or those who facilitate such acts are punishable according to the law, the Insurer having the right to refuse to pay the indemnities and to terminate the insurance contract with prior notice to the insured, without refund of the insurance premiums paid and to refer the matter to the competent authorities for criminal investigation. If the investigations carried out by the competent authorities do not confirm the suspicion of an attempt to obtain compensation unjustly, the Insured shall be reinstated. If the investigations carried out by the competent authorities confirm the suspicion of attempted wrongful obtaining and wrongfully obtaining compensation, the Insurer reserves the right to carry out any activity to recover the damage from the person/persons who wrongfully obtained the compensation in accordance with the criminal and civil legislation in force.

10.2. The Contractor/Insured/Beneficiary may file complaints regarding the conclusion, amendment or execution of the Insurance Contract online or at any of the Insurer's offices, to which they will receive a reply within 30 (thirty) calendar days from the date of registration. The reply to the complaint does not constitute a restriction of the Contractor/Insured/Beneficiary's right to apply to the courts.

10.3. In accordance with the provisions of the Regulation no. 4/27.04.2016 on the organization and functioning of the Alternative Dispute Resolution Entity in the non-bank financial sector (SAL-FIN) and Government Ordinance no. 38/2015 on alternative dispute resolution between consumers and traders, the parties have the right to resort to alternative dispute resolution. SAL-FIN is the only alternative dispute resolution entity in the areas where the Financial Supervisory Authority (A.S.F.) has competence, which organizes and administers SAL procedures through which a solution is proposed or imposed, as the case may be, to the parties. For more information or to access the SAL-FIN platform, you can visit the website of the Entity for Alternative Dispute Resolution in the Non-Banking Financial Sector at www.salfin.ro.

10.4. Any disputes arising out of, arising out of or in connection with the Insurance Contract, including its conclusion, validity, interpretation, performance or termination, shall be settled amicably. In the event that it is not possible to settle disputes amicably, the parties shall apply to SAL-FIN or to the competent Romanian courts.

10.5. If any provision of this Insurance Contract is or subsequently becomes illegal, invalid or unenforceable under applicable law, the legality, validity and enforceability of the remaining provisions of this Insurance Contract shall not be affected thereby.

10.6. The insurance contract is subject to the Romanian legislation in force, including the insurance and reinsurance regulations.

10.7. The Contractor/Insured/Beneficiary is obliged to advise the Insurer of the existence of another Insurance Contract covering all or part of the same risks as this Insurance Contract, an obligation incumbent upon them both at the time of conclusion of the Insurance Contract and during the performance of the Insurance Contract.

10.8. The Amounts received by insured persons, beneficiaries designated by the Insurance Contract or by third parties, representing

indemnities, Amounts insured, as well as any other rights of this nature, are not taxable income. For certain types of insurance, insurance premiums may be deductible expenses under the conditions laid down by tax legislation.
10.9. In the event of the opening of bankruptcy proceedings against an Insurer, the payment of indemnities/compensation resulting from optional and compulsory insurance contracts to the Insured, Insurance Beneficiaries and/or third party claimants is guaranteed by the Guarantee Fund, established under the law by the contribution of the Insurers, as a guarantee scheme in the insurance field and its purpose is to protect insurance creditors from the consequences of an Insurer's insolvency. The Guarantee Fund is established, administered and utilized by the Insurers' Guarantee Fund, a legal entity under public law, which ensures the payment of indemnities/compensations from its liquid assets to insurance creditors, according to the guarantee ceiling, established by Law no. 213/2015.

11. PROTECTION OF PERSONAL DATA

UNIQA Asigurări S.A. collects and processes personal data as a controller, in accordance with the applicable legal provisions in the field of personal data processing and free movement of personal data. Details about the processing of personal data are available in the Terms of Information on the processing of personal data, as well as on the UNIQA Asigurări SA website - www.uniqa.ro, section About Us - Data Protection. In the Terms of information on the processing of personal data, you will find complete information on the categories of personal data, the purposes of their processing, the legal grounds, the recipients of personal data in case of data transfers, the period of data storage, as well as the rights of data subjects.
We inform you that in the event of the occurrence of the insured event, data concerning your state of health will also be processed and at the same time, we inform you that the Insurance Company may request from any doctor, clinic, hospital or other medical service provider, insurance company or any other company, institution or person holding any record or information relating to you, submit to the Insurance Company complete information as it may require, including copies of documents relating to any illness or accident, medical treatment or investigations, consultations or admissions to health facilities, and to any employment of you. Any photocopy of this authorization will have the same validity as the original. If you refuse to provide personal data under the above mentioned conditions, this refusal may result in the impossibility to execute the insurance contract.

Further details about the processing of personal data can be found in the Terms of information on the processing of personal data, as well as by consulting the UNIQA website - www.uniqa.ro, section About us - Data protection.

12. NOTIFICATIONS/COMMUNICATIONS

12.1. The Parties expressly establish and accept that any communication in connection with the conclusion, execution, amendment and termination of the Insurance Contract may be made both by notification and by means of remote communication, by e-mail at info@uniqa.ro or by telephone at 0374.400.400, through the specialized service of UNIQA Asigurări S.A. Any notification by post shall be made by registered letter with acknowledgment of receipt to the address of the Insurer's unit with which the Insured has concluded the Insurance Contract, and in the case of the Insured to the address provided in the Insurance Contract, or to the last address communicated by the Insured and shall be deemed to have been received by the addressee on the date mentioned on the confirmation by the receiving post office.
If the Insured does not communicate the new address for correspondence, any notification sent to the address provided in the Insurance Contract shall be deemed to be perfectly valid.
If the notification is sent by fax, it shall be deemed to have been received on the first working day following the day on which it was sent.
12.2. Verbal communications shall not be taken into account by either Party unless confirmed by the sending of a notification or the issuing of an additional act, as the case may be.

13. FINAL PROVISIONS

13.1. All expenses, duties and taxes applicable to the insurance premiums which are the Insured's responsibility in accordance with the legal regulations in this field shall be paid by the Insured.
13.2. In accordance with the provisions of Law no. 227/2015 on the Fiscal Code, with subsequent amendments and additions, the amounts received from insurance of any kind representing indemnities, amounts insured, and any other rights do not constitute taxable income, except for the gains received from insurance companies as a result of the insurance contract concluded between the parties, on the occasion of amortization drawings. The aforementioned provisions may cease to apply at any time during the performance of the insurance contract as a result of the amendment or repeal of even lower-tier regulations which may affect their applicability.
13.3. The insurance conditions, the policy, the appendix, the offer and any other document signed or accepted by online means by the Insured, at the request of the Insurer, as well as all documents issued on paper or electronically related to this insurance, are an integral part of the Insurance Contract.
13.4. The insurance contract may be amended during its execution only by mutual agreement of the parties and only in written form by issuing annexes and addenda.
13.5. The insurance contract/insurance policy is concluded on the territory of Romania and is subject to Romanian legislation, Law no. 237/2015 on the authorization and supervision of insurance and reinsurance activity, the Civil Code, as well as all laws, rules and provisions in force.

13.6. Payment of the insurance premiums may be made by any means agreed by the Insurer, this being the sole responsibility of the Contractor/Insured and all taxes and commissions arising therefrom shall be borne by him/her.
13.7. The Insurer shall not owe the insurance indemnity if:
13.7.1 the policy was issued or the payment of the insurance premium was made after the Insured has left the territory of Romania, except for policies issued under Art. 3.2.
13.7.2. the claim is fraudulent or based on false statements. In this case the Insurance Contract concluded will be terminated automatically and without any notice and the Insurer will refuse to pay the claim without refund of the insurance premium.
13.8. The right to make claims against the Insurer for the payment of indemnities shall be forfeited if they have not been claimed for two years from the date of the insured event.
13.9. To the extent that the Insured receives compensation for expenses incurred by third parties liable for the damage caused, or as a result of any other legal circumstances, UNIQA Asigurări S.A. has the right to deduct such compensation from the compensation due under this insurance.
13.10. The right to compensation under this insurance contract cannot be assigned or transferred by the Insured.
13.11. In the event of an insured event, the Insured must declare all existing and concluded insurances relating to the same risk. Where several insurances have been taken out for the same risk, each Insurer shall be obliged to pay in proportion to the amount insured up to the amount of the amount insured, without the Insured being able to claim more than the actual loss, which is the indirect consequence of the risk.
13.12. The Insured/Contractor/Beneficiary is obliged to inform the Insurer immediately of any changes to the statements given and understood at the time of signing/accepting the insurance contract. Otherwise, the Insurer reserves the right to refuse to carry out the requested transactions and/or to terminate relations with the Insured/Contractor/Beneficiary in the event of false statements or if it has suspicions as to the reality of the statements.
13.13. Notwithstanding all other provisions, this insurance provides coverage to the extent that it does not conflict with any economic, trade or financial sanctions and/or embargoes of the United Nations (UN) Security Council, the European Union (EU) or any national legislation that is applicable to the parties hereto. This shall also apply to economic, trade or financial sanctions and/or embargoes issued by the United States of America or other countries to the extent that they do not conflict with European Union (EU) or local law.
13.14. If the Insurance Contract has been concluded on the basis of the agreement of the Contractor expressed via the Affiliated Agent's Smart Mobile platform, it shall take effect on the date mentioned in the Insurance Policy. The Contractor shall receive the Insurance Policy issued by the Affiliated Agent on the e-mail address provided in the platform.

In the event of any discrepancies in interpretation between the Romanian and English versions of this document, the Romanian version shall prevail.

ADDITIONAL CLAUSE
on the **"Extreme Sports"** risk

This Additional Clause is valid only in conjunction with the Around the World Travel Medical Insurance Conditions of Insurance, and only where the Policyholder/Insured Person has opted for it. It is in addition to the Contract of Insurance and is in derogation of any provision to the contrary in the Around the World Travel Medical Insurance Conditions of Insurance.

1. On the basis of this Additional Clause and upon payment of an additional premium, the Insurer agrees to extend insurance cover for:
   1.1. Expenses for emergency medical assistance provided to the Insured while traveling abroad necessary in the event of insured events occurring as a result of the Insured's engaging in highly dangerous activities;
   1.2. The expenses for the emergency medical assistance granted to the Insured during the travel abroad necessary in the event of the occurrence of the insured events arising as a result of the snow avalanche, snow collapse, provided that the accident did not occur as a result of the practice of winter sports in undeveloped places;
   1.3. Medical treatment abroad for accidents occurring while the Insured is engaged in highly dangerous activities;
   1.4. Accidental death as a result of Extreme Sports while traveling abroad;
   1.5. Permanent total disability due to accident as a result of practicing Extreme Sports while traveling abroad: Injury or bodily injury caused by an Accident, as ascertained by a doctor specializing in medical assessment of the Insured Person's capacity for work, which totally and permanently prevents the Insured Person from carrying out any income- or profit-generating activity in any occupation/profession and which causes the Insured Person to retire with a non-revisable Grade 1 or 2 disability, as per the Medical Decision on the Insured Person's capacity for work and the legislation in force, or which lasts for more than 12 (twelve) months and which is reconfirmed when the Insured Person's capacity for work is reviewed. In addition, notwithstanding the above mentioned in this article, the following situations shall be considered, in accordance with the provisions of these contractual conditions, as Total Permanent Disablement due to accident:
   - The loss of two limbs from the ankle upwards or from the wrist upwards;
   - 3rd or 4th degree burns over 25% of the body surface;
   - Total loss of vision in both eyes;
   - Complete deafness in both ears;
   - Removal of the lower jaw;
   - Total loss of the ability to speak;
   - Post-traumatic dementia or post-anoxic dementia;
   - The loss of self-care capacity which results in the need for a permanent attendant, as determined by the Disability Classification or Capacity for Work Assessment Commission.

   The above situations will be covered without it being necessary for the consequences to have a duration of more than 12 (two thirteen) months, provided that they occur within a maximum of 1 (one) year from the date of the Accident which caused them, and are wholly caused by it.
2. The following sports are covered, but not limited to, the following sports:
   A. **Land sports**:
      - indoor climbing, adventure racing, aggressive inline skating, MBT/BMX motorcycling, ATV riding, horseback riding, caving, motorcross, motorcross, mountain biking, rallying, mountain biking (including downhill), speed biking, speed skiing, speed skiing, scootering, street luge, off-road, extreme skiing, freestyle skiing, land & ice yachting (sailing on land or on ice), mountain boarding (mountain races with a wheeled board), zip-lining, abseiling, outdoor climbing, mountaineering (up to 4500 m above sea level on combined routes of ice+rock+snow), sandboarding, skateboarding, snowmobiling, snowmobiling, snowkayaking, snowkiting, bobsledding, ski jumping, sport hunting, paintball, spearfishing with a spring or airgun, spear fishing with a spring or airgun, shooting with a firearm, airgun, archery or crossbow, safari (on foot, by car, without weapons).
   B. **Air sports**:
      - BASE jumping (jumping from a fixed point), bungee jumping, hang gliding, hang gliding, high wire, ski jumping, skydiving, sky surfing, sky flying, kiting, small powered aircraft flying, lighter-than-air flying (balloon, aerostat).
   C. **Water sports**:
      - barefoot water skiing, cliff diving, free diving, jet skiing, kitesurfing, kayaking, surfing, surfing, rafting, rafting, scuba-diving, kayaking, canoeing, yachting, sailing, wakeboarding, powerboating, speed sailing, windsurfing, all types of diving including: cave diving with self-contained underwater breathing apparatus, ice diving, swimming with sharks, dolphins, fish or coral reefs.
3. **Specific exclusions**: in addition to the specific and general exclusions in Chap.6 of the Conditions of Insurance for Medical Insurance for Traveling Abroad (Around the World), UNIQA Asigurări S.A. does not cover the costs incurred in the event of:
   3.1. Events occurring as a result of practicing sports outside the track/areas;
   3.2. As a result of the closure of the runway for any reason whatsoever or as a result of technical interventions on the runway/skating rink or mechanical means of ascent for which the Insured has made the reservation;

3.3. Replacing the access ticket in the places where the activity takes place in case of loss, theft or damage for any reason;
3.4. The practice of these activities is a violation of local laws.

4. Death due to accident and Total Permanent Disability due to accident as a result of practicing Extreme Sports while traveling abroad:

4.1 If the Insured dies as a result of practicing Extreme Sports while traveling abroad, during the validity period of the Contract, as a result of an Accident, the insurance indemnity, represented by the amount Insured mentioned in the Insurance Policy, will be paid to the Beneficiary of the Insured.

4.2 In the event that the Insured has a Permanent Total Disability due to an Accident as a result of practicing Extreme Sports while traveling abroad, during the validity period of the Contract, as a result of an Accident, the insurance indemnity, represented by the amount Insured mentioned in the Insurance Policy, will be paid to the Beneficiary of the Insured.

4.3 If the death of the Insured occurs prior to the payment of the insurance benefit due as a result of the risk of Permanent Total Disablement due to an accident, related to this additional clause, it will be paid to the Beneficiary.

4.4 In the event of payment of the insurance benefit for Accidental Death or Accidental Permanent Total Disablement, the Insurer's payment obligations cease.

4.5. No insurance benefit will be payable if the Insured's Total Permanent Total Disablement resulting from the Accident, as defined in these conditions of insurance, occurs more than 1 (one) year after the date of the Accident or if, within this time period, a causal link between them cannot be established.

4.6. Documents required for the damage file:

4.6.1. In the event of Accidental Death, the Beneficiary or his/her guardian/legal representative/guardian must submit photocopies of the following documents to the Insurer together with the standardized form:

a) Death certificate of the Insured; proof of the transcription in the Romanian Civil Status Register of the death certificate issued by the competent foreign authorities shall be submitted;

b) Medical certificate confirming the death of the Insured or its equivalent;

c) Identity document of the Beneficiary (copy of the original, with specimen signature affixed), respectively Birth Certificate signed by guardian/ legal representative/ curator in case of minors/ children;

d) Marriage certificate (true copy) for the Insured's spouse;

e) Act of appointment of guardian/ legal representative/ curator, if applicable, as well as identity document of the guardian/ legal representative/ curator, with specimen signature affixed;

f) The result of the Police Investigation, the Resolution of the Public Prosecutor's Office / the result of the Labor Inspectorate Investigation, or other documents clarifying the circumstances of the death, the result of the alcohol or toxicological test.

4.6.2 In case of Permanent Total Disablement due to an accident, the Insured must submit photocopies of the following documents to the Insurer together with the standardized form:

a) Identity document of the Insured/Co-Insured (copy certified by the holder by signing the original);

b) Marriage certificate (true copy) for the Insured's spouse;

c) A medical document showing the diagnosis, permanent disability, the treatments followed and whether further treatments are necessary to improve the state of health. This document must be issued by the specialist doctor who has the most information about the pathology in question, on completion of any necessary treatment, when the disability is permanent and cannot be improved.

d) Decision on capacity for work Grade I or non-revisable Grade II disability, if applicable;

e) Photocopies of medical documents related to the medical history and details of the existing disability (Medical letters, Discharge notes/ Hospital discharge notes, Medical investigations carried out, Consultations, Certificates of sick leave, MRI/ CT scan results, etc.), from the initial diagnosis up to the date of the establishment of the Permanent Irrecoverable Disability;

f) Photocopies of the result of the police investigation following the accident, the result of the investigation of the Territorial Labor Inspectorate, the result of the alcohol or toxicological test.

4.6.3 The Insurer may request other documents, as necessary, to determine the legality of the payment.

4.6.4 The Insurer reserves the right to request certified copies of the documents if the photocopies submitted are altered or not legible.

4.6.5 Irrespective of the documents submitted, if the above-mentioned documents are issued in a foreign language, they must be submitted to the Insurer in a certified translation into Romanian.

4.6.6. The costs for issuing / obtaining the necessary documents shall be borne by the Beneficiary.

In the event of any discrepancies in interpretation between the Romanian and English versions of this document, the Romanian version shall prevail.

ADDITIONAL CLAUSE
Death and total permanent disability due to accident while traveling abroad

1. This Additional Clause is valid only in conjunction with the Around the World Travel Medical Insurance Conditions of Insurance, and only if the Policyholder/Insured Person has opted for it. It is in addition to the Contract of Insurance and is in derogation of any provision to the contrary in the Around the World Travel Medical Insurance Conditions of Insurance. Under this Supplementary Clause and upon payment of an additional premium, the Insurer agrees to extend the insurance cover for the following risks:
   1.1. Accidental death while traveling abroad.
   1.2. Permanent total disability due to accident while traveling abroad: Injury or bodily injury caused by an Accident, as ascertained by a doctor specializing in medical assessment of the Insured Person's capacity for work, which totally and permanently prevents the Insured Person from carrying out any income- or profit-generating activity in any occupation/profession and which causes the Insured Person to retire with a non-revisable Grade 1 or 2 disability, according to the Medical Decision on the Insured Person's capacity for work and the legislation in force, or which lasts for more than 12 (twelve) months and which is reconfirmed when the Insured Person's capacity for work is reviewed.

   In addition, disregarding the aforementioned in this article, the following situations shall be considered, in accordance with the provisions of these contractual conditions, as Total Permanent Total Disablement due to accident:
   - The loss of two limbs from the ankle upwards or from the wrist upwards;
   - 3rd or 4th degree burns over 25% of the body surface;
   - Total loss of vision in both eyes;
   - Complete deafness in both ears;
   - Removal of the lower jaw;
   - Total loss of the ability to speak;
   - Post-traumatic dementia or post-anoxic dementia;
   - The loss of self-care capacity which results in the need for a permanent attendant, as determined by the Disability Classification or Capacity for Work Assessment Commission.

   The above situations will be covered without it being necessary for the consequences to have a duration of more than 12 (two thirteen) months, provided that they occur within a maximum of 1 (one) year from the date of the Accident which caused them, and are wholly caused by it.
2. If the Insured dies while traveling abroad, during the validity period of the Contract, as a result of an Accident, the insurance indemnity, represented by the amount Insured mentioned in the Insurance Policy, will be paid to the Beneficiary.
3. If the Insured Person suffers a Permanent Total Disablement as a result of an Accident while traveling abroad, during the period of validity of the insurance, the insurance indemnity, represented by the amount Insured mentioned in the Insurance Policy, will be paid to the Insured Person.
4. If the death of the Insured occurs prior to the payment of the insurance benefit due as a result of the occurrence of the risk of Permanent Total Disablement due to an accident, related to this additional clause, it will be paid to the Beneficiary.
5. In the event of payment of the insurance benefit for Accidental Death or Accidental Total Permanent Disablement, the Insurer's payment obligations cease.
6. No insurance benefit will be payable if the Insured's Total Permanent Total Disablement resulting from the Accident, as defined in these conditions of insurance, occurs more than one (1) year after the date of the Accident or if, within this time period, a causal link cannot be established between them.
7. The general exclusions mentioned in the Conditions of Insurance for Around the World Travel Medical Insurance in Chapter 6 are also applicable to this additional clause.
   Also, the Insurer shall not be liable to pay any insurance indemnity as a result of an Accident occurring as a result of the Insured's participation in highly dangerous sports activities.
8. Documents needed for the damage file:
   8.1 In the event of Death due to Accident, the Beneficiary or his/her guardian/legal representative/guardian must submit photocopies of the following documents to the Insurer together with the standardized form:
   a) Death certificate of the Insured; proof of transcription in the Romanian Civil Status Register of the death certificate issued by the competent foreign authorities shall be submitted;
   b) Medical certificate of death of the Insured or its equivalent;
   c) Identity document of the Beneficiary (certified copy of the original, with specimen signature affixed), respectively Birth Certificate signed by guardian/ legal representative/ curator in case of minors/ children;
   d) Marriage certificate (true copy) for the Insured's spouse;
   e) Act of appointment of guardian/ legal representative/ curator, if applicable, as well as identity document of the guardian/ legal representative/ curator, with specimen signature affixed;
   f) The result of the Police Investigation, the Resolution of the Public Prosecutor's Office / the result of the Labor Inspectorate Investigation, or other documents clarifying the circumstances of the death, the result of the alcohol or toxicological test.

8.2 In case of Permanent Total Disablement due to accident, the Insured must submit to the Insurer, together with the standardized form, photocopies of the following documents:

a) Identity document of the Insured/Co-Insured (copy certified by the holder by signing the original);

b) Marriage certificate (true copy) for the Insured's spouse;

c) A medical document showing the diagnosis, permanent disability, the treatments followed and whether other treatments are necessary to improve the state of health. This document must be issued by the specialist doctor who has the most information about the pathology in question, on completion of any necessary treatment, when the disability is permanent and cannot be improved.

d) Decision on capacity for work Grade I or non-recoverable Grade II disability, if applicable;

e) Photocopies of medical documents related to the medical history and details of the existing disability (Medical letters, Discharge notes/ Hospital discharge notes, Medical investigations carried out, Consultations, Certificates of sick leave, MRI/ CT scan results, etc.), from the initial diagnosis up to the date of the establishment of the Permanent Irrecoverable Disability;

f) Photocopies of the result of the police investigation following the accident, the result of the investigation of the Territorial Labor Inspectorate, the result of the alcohol or toxicological test.

8.3 The Insurer may request other documents, as necessary, to determine the legality of the payment.

8.4 The Insurer reserves the right to request certified copies of the documents if the photocopies submitted are altered or not legible.

8.5. Regardless of the documents submitted, if the above-mentioned documents are issued in a foreign language, they must be submitted to the Insurer in a certified translation into Romanian.

8.6. The costs for issuing / obtaining the necessary documents shall be borne by the Beneficiary.

In the event of any discrepancies in interpretation between the Romanian and English versions of this document, the Romanian version shall prevail.