

GENERAL INSURANCE TERMS RELATED TO TRAVELS ABROAD MADE BY CITI VISA BUSINESS SILVER OR CITI VISA BUSINESS GOLD CREDIT CARD HOLDERS ISSUED BY CITIBANK

Within the meaning of these conditions, the following definitions shall be adopted:

Insurer: GROUPAMA ASIGURĂRI S.A., an insurance-reinsurance Company;

Policyholder (Insured party): Physical entity, having its domicile or residence in Romania, employee of the legal

entity Client of CITIBANK Europe plc, Dublin – the Romanian Branch, with the minimal age of entry into cover of 18 years old, the maximal age of 65 years at the end of the insurance period, user of a Citi Visa Business Silver or Citi Visa Business Gold credit card issued by CITIBANK,

at the legal entity's request, client of Citibank;

Accident: event due to an unforeseen, external, violet, fortuitous cause, absolutely independent of the

Policyholder's will and which brings about bodily damages or the policyholer's death;

Beneficiary: physical entity that receives the insurance indemnification in case the insured risk occurs;

Illness: pathological modification, determined by the temporary or irreversible damaging of the structure

and/or functionality of the entire body or of any part thereof, diagnosed by an authorized

specialist physician, in accordance with the clinical and paraclinical criteria;

Client: legal entity having entered into an agreement with CITIBANK Europe plc, Dublin - the

Romanian Branch or an Agreement on the issuance and use of credit cards such as Citi Visa

Business Silver and/or Citi Visa Business Gold credit cards.

Assistance company: EUROP ASSISTANCE, that acts in the Insurer's name and is jointly liable with the latter for the

performance of the insurance conditions;

Contracting party: the legal entity registered in Romania, which signs the insurance agreement and undertakes to

pay the insurance premium, respectively CITIBANK;

Insurance agreement: the bilateral legal deed whereby the Contracting party undertakes to pay a premium to the

Insurer, and such undertakes, in case an insured risk occurs, to pay the Insured party or the Beneficiary the compensation or the insured amount, hereinafter referred to as indemnification, within the limits and the terms agreed. The insurance agreement includes: the insurance Card/insurance Certificate, the insurance Conditions, and any other documents related to the

insurance;

Credit card: the international Citi Visa Business Silver or Citi Visa Business Gold credit card, issued by the

Contracting party to the Policyholder, at the legal entity's request, client of Citibank, that represents a standardized, secured and customized information support, which allows the credit card holder to use it within the territory and abroad for the purchase of goods and

services, as well as in order to obtain cash;

Insurance certificate: document issued as a card, printed by the Contracting party in accordance with the model

agreed with Groupama, and which constitutes an Appendix to this Agreement, ascertaining the fact that the Insurance Agreement was concluded and where the contracting parties are mentioned, including the contact data of the Insurer / the assistance Company, the

Policyholder's identification data and the period covered;

Travel abroad: travel for business purposes, substantiated by a travel order drafted by the Client signed and

stamped by the beneficiary of the travel, as well as any other documents related to such travel (for instance, plane tickets, train tickets etc) abroad, outside the country of citizenship, the country of residence of the Policyholder, from the time it has left such country until the time it has come back, but for not more than 60 consecutive days as of the date it has left the Romanian territorial borders, the country of citizenship, the country of residence of the

Policyholder;



Travel expenses: the price of the travel document used in order to get beyound the border on departure and

during the travel or the cost of fuel, in case one travels by car or the accomodation/reservation

fees or any expense carried out in order to go on such travel or during the travel;

Pre-existing terms: any disease or bodily injury that was diagnosed by a physician before the insurance policy was

taken out:

The date of occurrence

of an insured event: the date the insured risk occurred; in case of an illness, it shall be the first day the diagnosis is

set or the date the insured party acknowledges for the first time the existence of the illness; in

case of accident it shall be the date when the accident occurred;

Claim (damage): the effective prejudice incurred by the Policyholder after the insured event occurred;

Lenght of insurance: the validity period of the insurance agreement given that the insurance premium was paid for

each credit card holder;

Insured event: The occurrence of the insured risk trigeering a series of damages;

Excess/

Deductibile period: the amount established / the length of time during which GROUPAMA ASIGURARI S.A. shall

not undertake its payment obligation, if the compensation ranks under a lump sum / length of

time;

Insurance indemnification

(compensation): the amount that the Insurer has to pay in case the insured event occurs, to the Policyholder /

the Beneficiary;

The maximal compensation

limit/agreement: the maximal amount paid by GROUPAMA ASIGURĂRI S.A. in relation to the occurrence of an

accident, regardless of the number of persons involved. In case an accident occurs that causes the maximal accumulation limit to be exceeded, such shall be equally distributed to all the

persons insured, taking into account the maximal amounts insured for that section;

Limit of liability: the maximal limit up to which GROUPAMA ASIGURĂRI S.A. is liable in case the insured event

occurs during the validity period of the insurance agreement;

Physician: person holding a specialty diploma issued by the authorities within the field, who professes

based on a valid free practice authorization;

Eligible person: any physical entity holding an active credit card such as Citi Visa Business Silver or Citi Visa

Business Gold, issued by CITIBANK, at the request of the legal entity, client of Citibank, for its

employees;

Insurance premium: amount of money due by the Contracting party in consideration of the Insurer taking over the

risk (the price of insurance);

Insured risk: future event, unforeseen, possible but uncertain, for the results/consequences of which the

insurance Agreement is concluded;

Hospital: sanitary unit, public or private, endowed with qualified medical and auxiliary staff in order to

grant specialized medical assistance, medical facilities and equipment to provide medical care and diagnosis and tratement services for the hospitalized patients. The dispensaries for narcomaniacs or alcoholics, retirement homes and in general rest homes and physio-

therapeutical cabinets shall not be deemed as hospitals;

Leisure sports: physical activity carried out for recreation, in a non-professional manner, in conditions of

normality and safety, having an average risk environment (ex.: ski, nautical ski, swimming, snowboarding, skating (including roller-skating), surfing, horse-riding, carting, football, tenis, basket-ball, handball, voley-ball, recreational shooting, diving under 30 meters, cycling, golf, biliards, bowling, paintball etc.). The description above is not limitative nor exhaustive; for other

recreational sports one shall proceed by assimilation;



Amount insured per event / Maximal indemnification

limit per event: The Insurer's maximal liability for an insured event / credit card;

Aggregated insured amount / Maximal indemnification

limit in aggregate: The Insurer's maximal liability for an insured period / credit card;

1. THE INSURANCE AGREEMENT

- **1.1.** Pursuant to the insurance agreement and to these insurance conditions, the Contracting party undertakes to pay a premium to the Insurer, and the latter undertakes to take over the risk that a certain event might occur, as such is defined in the special conditions, binding to pay, when such event occurs, an indemnification to the Policyholder / Beneficiary, within the limits and the terms agreed.
- **1.2.** The Insured party shall remain its own Insurer for an excess established as per the insurance Agreement, for which GROUPAMA ASIGURĂRI S.A. shall not undertake the payment obligation.

2. CONCLUSION OF THE AGREEMENT

- **2.1.** The insurance agreement shall enter into force on the date it is executed by the Parties and it shall be valid for the duration agreed by such Parties.
- 2.2. The insurance cover shall start as follows:
- -for the users of credit cards valid at the time the insurance Agreement no. E 6175/28.11.2014 was concluded, the insurance shall enter into force as of the date the Agreement is concluded;
- -for the new cards, issued during the validity period of the insurance agreement, the insurance shall enter into force as of hour 00:00 of the day the credit card is issued.

3. TERRITORIALITY

3.1. The territoriality is described under the Special conditions.

4. AMOUNT INSURED / LIMIT OF LIABILITY

- **4.1.** The insured amount is specified within the Special Conditions.
- **4.2.** The total amount of the indemnifications paid by the Insurer during the insurance period cannot exceed the maximal compensation limit / agreement.

Thus, the amount insured per insurance period / credit card shall be diminished by the value of the compensations outstanding and/or paid by the Insurer, in the chronological order in which the insured events occured.

5. THE POLICYHOLDER'S OBLIGATIONS

- **5.1.** The Policyholders must take all reasonable protection measures a reasonable and prudent person would take, in order to prevent the occurrence of such risk and shall comply with all the legal requirements and contractual provisions, as a prerequisite of the Insurer's liability.
- 5.2. The policyholder is bound not to make or not to admit amendments that would trigger an augmenting of the risk.
- **5.3.** In case the insured event occurs, the Insured party is bound:
- a) to take measures in order to limit the damages, when applicable;



- b) to notify the Insurer in writing with regard to the occurrence of the insured event within maxim 48 hours as of the occurrence thereof, by providing data on the nature and extent of the damage. If, the failure to observe such term led to the impossibility to establish the cause for the occurrence of the event insured and to assess the claim, the Insurer may refuse payment of the indemnification;
- c) to allow the Insurer to make investigations regarding the cause and the extent of the damage, as well as the size of the indemnification that it has to pay;
- d) to take all measures in order to preserve the Insurer's right to file claim for compensation, so that if the Insured party waives its rights or if, due to his fault, the exercise of the right to file claim for compensation is no longer possible, the Insurer is exonerated of its obligation to pay the compensation. With respect thereto, the Insured party must refrain from concluding any transaction, must renounce to the cashing in of to cash in any indemnification without the Insurer's prior approval.
- **5.4.** To notify immediately, in case of occurrence of any insured events, as applicable, the police, the firemen, the medical authorities, requesting them to draft documents regarding the causes and the circumstances of the occurrence of the insured event.

6. THE INSURER'S OBLIGATIONS

- **6.1.** To open the claim file and to establish the value of the claim.
- **6.2.** In case it is deemed necessary, the Insurer may collaborate with an expert / specialist that should analyze the causes that led to the occurrence of the event, the circumstances that could have modified the risk and that had not been communicated to the Insurer, to verify whether the Policyholder observed its obligations and to help establish the value of the claim and the payment thereof. The compensations shall be paid by the Insurer within maximum 15 calendar days as of the date the last document requested by the Insurer was submitted, provided that the observance of such term should not cause 2 years to have elapsed since the date the insured event occurred.

7. END OF COVER

The insurance cover shall end:

- **7.1.** On the date the contractual term is reached, unless the parties do not agree on the extension thereof by an addendum.
- **7.2.** On the date the credit card agreement is terminated by the Contracting party or by the Client and/or on the date the policy holder waives and/or closes the account afferent to the credit card held at Citibank,
- **7.3.** By waiver: any time during its validity period, the insurance agreement may be terminated in writing by any of the two Parties Contracting Party or Insurer, with a prior notice of at least 60 calendar days, by recommended letter with a receipt acknowledgement.

This term shall start to run as of the date the Recipient took notice or could have taken notice of the intention to terminate sent by the other Party. If the notification cannot be sent due to the fact that the Recipient changed its notification address, without communicating such to the other party, or in case of rejection or refusal to receive such notification (including in case of absence from the domicile/residence/offices and/or of the expiry of the term to preserve correspondence), said notification shall be deemed as received on the date the impossibility to send such notification is acknowledged or, where applicable, the rejection or the refusal to receive the notification.

- **7.4.** By resiliation: as a result of the failure to perform or of the unaccurate performance of the obligations undertaken by agreement. The resiliation shall be operated as of right, no formal action being required.
- **7.5.** By death of the Insured party.

8. ASSISTANCE PROCEDURE

- **8.1.** For all the risks insured, the Policyholder must:
- inform by telephone the Insurer, by dialing the number printed on the insurance Certificate, within maximum 48 hours as of the occurrence of the event;
- provide information regarding the event occurred;
- follow the indications of the assistance company.

If the Policyholder does not observe the procedure here above or the indications of the assistance Company, the Insurer may refuse payment of the compensation if due to such reason the liabilities incumbent on it under the insurance Agreement could not be established.



- **8.2.** The Insurer and the assistance Company shall not be liable for the delays in the performance of the services agreed in case of riots, explosions, popular movements, restrictions of free circulation, sabotaje, terrorist acts, civil war or war, consequences of sources of radioactivity or any other case of Act of God.
- **8.3.** In case EUROP ASSISTANCE is not informed or if there are not documents to justify the impossibility to contact such company in case an Insured event should occur, the Insurer is not liable in any way for the expenses thus created.

9. FINAL PROVISIONS

- **9.1.** The conditions of this insurance shall be governed, construed and completed with the legal provisions within the field matter in Romania and the clauses of the insurance Agreement. The applicable law of the agreement is the Romanian law. For the relationships that derive from the insurance, the prescription term is in accordance with the legislation in force.
- **9.2.** The parties have commonly agreed that this insurance agreement is entered into by and between the bank, in its capacity as Contracting party, exclusively in the name and on behalf of the insured parties, the users and holders of the credit cards listed in the insurance agreement.
- 9.3. The company GROUPAMA ASIGURĂRI S.A. is entitled:
- **a)** to adjourn the granting of the compensation, if a police investigation or a criminal procedure was engaged against the Policyholder in connection with the claim, until such investigation, criminal procedure respectively is concluded;
- **b)** not to pay the compensation in case the request for compensation is fraudulent or is based on false representations, or if the Policyholder or any other person acting in its name has deliberately or by serious neglijence contributed to the occurrence of the claim.
- **9.4.** In case there are several insurance policies taken out for the same asset, each Insurer is bound to pay on a pro rata basis with and up to the amount insured, without the Policyholder being able to receive a compensation higher than the actual prejudice, direct consequence of the risk.
- **9.5.** If it is necessary for the purpose and nature of the insurance Agreement, there is the possibility that the Contracting party should introduce, by mutual agreement, provisions different from those mentioned in these insurance Conditions and which must comply with the legislation in force.
- **9.6.** In case the insurance Agreement is terminated or resiliated, the provisions thereof shall apply for all the claim situations arisen prior to the termination or resiliation, until the final settlement thereof.
- **9.7.** Any dispute deriving from or in connection with this agreement, including concerning the conclusion, the performance or the termination thereof shall be settled amicably. Should the parties not reach a compromise solution, the dispute shall be subject to the Romanian legal courts.
- **9.8.** The Act of God shall exonerate the contracting parties from the performance of the obligations undertaken by this agreement, for the entire period during which it shall act. The Act of God is acknowledged by a competent authority.
- The performance of the agreement shall be suspended during the period the Act of God acts, but without any prejudice to the rights the parties were entitled to until such Act of God occurs. The Contracting party invoking the Act of God is bound to notify the other party, immediately and thoroughly, with respect to the occurrence thereof and to take any measures available to it in order to limit the consequences thereof. If the Act of God acts or is deemed to act for a period superior to 6 months, each party shall have the right to notify the other party with respect to the termination as of full right of this agreement, without any of the parties being able to claim damage-interests from the other party.
- **9.9.** Should the Insurer be found as insolvent, the Insured person/Beneficiary shall be entitled to refer to the Guarantee fund, according to the provisions of Law no. 213/2015.
- **9.10.** The insurer will be bound to no guarantee, will provide no benefit and the insurer will be obliged to pay no sum under this contract if giving such benefit or such payment would expose him to a sanction, a ban or a restriction resulting from a resolution of the United Nations, and/or to economic sanctions or commercial under the laws or regulations enacted by the European Union, France, the United States of America or by any national law providing such measures.
- **9.11.** PETITIONS: If the Contractor/ Insured person/ Beneficiary mentioned in the insurance policy is not satisfied by the execution, performance or termination of the insurance contract, may file a petition for the amicable settlement of the situation. The petition can be sent by mail, fax, e-mail, to the head office or to any regional unit of Groupama Asigurări or via the petition receipt online system. Groupama Asigurari shall reply concerning all issued mentioned in the petition within maximum 30 days after the registration date thereof, by mea ns of a written notice, sent to the applicant's address. At the same time, the Contractor/ Insured person/ Beneficiary shall be entitled to refer to the Financial Supervisory Authority. A petition filed by the Contractor/ Insured person/ Beneficiary does not impair the right thereof to refer to the competent courts of law.



9.12. Alternative settlement of disputes: In case potential disputes arise between the contractual parties of the policy, that could not be settled amicably, the POLICYHOLDER/ CONTRACTING PARTY / BENEFICIARY - physical entity, in its capacity as consumer, can seek alternative settlement of the dispute, in accordance with the provisions of the A.S.F. Regulation no. 4/2016 concerning the organization and the functioning of the Alternative Dispute Settlement Entity in the non-banking financial field (SAL-FIN) and of O.G. no. 38/2015 on the alternative settlement of disputes between consumers and traders. In order to access the alternative dispute settlement procedures, the POLICYHOLDER/ CONTRACTING PARTY / BENEFICIARY must refer to the SAL-FIN, the entity for the alternative settlement of disputes within the financial non-banking field which activates within the Financial Supervisory Authority. The requests shall be made in written form, directly at the SAL-FIN registered offices, by mail or electronic means. Detailed information concerning the manners in which disputes are settled alternatively are available at http://www.salfin.ro . These steps do not hinder the right of the POLICYHOLDER/ CONTRACTING PARTY / BENEFICIARY to formulate claims against the INSURER and to refer to the competent courts of law.

UNUSUAL CLAUSES: The following articles represent unusual clauses and are expressly accepted by the Insured person signing the information form, through the execution of the Insurance policy: 1.2; 4.2; 5.3 a) and d); 6.2; 7.2; 7.4; 8.1; 8.3; 9.3; 9.4; 9.10.

COVER FOR TRAVELS ABROAD MADE BY THE HOLDERS of Citi Visa Business Silver or Citi Visa Business Gold CREDIT CARDS issued by CITIBANK

= special terms =

Table of risks insured:

RISKS INSURED	AMOUNTS INSURED / HOLDER OF SILVER CREDIT CARD	AMOUNTS INSURED / HOLDER OF GOLD CREDIT CARD
1. 24h/24h Medical assistance services – Accident and Illness	Max 20.000 USD	Max 30.000 USD
a) Medical expenses (out-patient treatment, medicines, radiographic diagnosis and emergency surgical interventions) b) Emergency Medical Transport c) Medical Repatriation d) Repatriation of Dead body e) Reimbursement of Coffin related Expenses f) Hospitalization – Accident and Illness, emergency situations.	c) Max. 2.000 USD d) and e) Max. 7.000 USD	c) Max. 2.000 USD d) and e) Max. 7.000 USD
g) Emergency dental treatment Excess:	g) 200 USD 50 USD	g) 200 USD 50 USD
Loss of registered luggage Deductible period - 6 hours	Max. per luggage:	Max. per luggage:
- Deductible period - o flodis	250 USD	500 USD
	Maximal pieces of registered	Maximal pieces of registered

Groupama Asigurări S.A. Pg 6/11



	luggage: 2	luggage: 2
3. Delay of registered luggage	Maximal amount per registered luggage item: 20 USD Max.250 USD	Maximal amount per registered luggage item: 20 USD Max.500 USD
- Deductibile period - 6 hours		
Maximal compensation limit / agreement	500.000 USD	1.000.000 USD

The insurance shall cover various trips of maximum 60 consecutive days for business purposes.

The excess / deductible period shall apply in accordance with the table of risks insured.

1. RISKS INSURED

- **1.1.** The risks insured are the accidents and sudden illness during the insurance period, during the business travel abroad, case in which the Insurer undertakes to pay the Policy holder/Beneficiary of the insurance indemnification due as per the contractual conditions.
- **1.1.1.** The insurance indemnification is represented by the expenses mentioned in Chapter 2 "Eligibility criteria" item 2.2 and caused by:
- the sudden illness or accident occurred to the Policy holder, requiring medical care;
- **1.1.2.** GROUPAMA ASIGURĂRI S.A. shall compensate within the limit of the amount insured during the period of the travel abroad and during the validity period of the agreement, the expenses in connection with:
- **1.1.2.1.** the out-patient medical care;
- **1.1.2.2.** medicines and auxiliary materials prescribed by the physician;
- 1.1.2.3. medical diagnosis;
- **1.1.2.4.** medical material which provide help in order to immobilize or to reduce movement for parts of the body based on medical recommendations (in case of fractures, wounds, etc.);
- **1.1.2.5.** emergency surgical interventions;
- **1.1.2.6.** emergency transport of the Policyholder carried out by the ambulance services up to the nearest hospital or the nearest physician;
- **1.1.2.7.** the Policyholder's transport, in Romania, from the domicile or to the nearest hospital where he can receive the medical care prescribed by the physician (medical repatriation);
- **1.1.2.8.** the transport of the dead body to the former domicile in Romania, including the coffin related expenses, in case of death of the Insured party or funeral/incineration expenses where the death took place;
- **1.1.2.9.** the stationary care received in a medical institution (hospital only) under the direct surveillance of a physician, using only acknowledged and approved medical methods. The nearest hospital shall be used where there is the possibility to provide adequate medical care. The hospitalization related expenses shall be covered until the Policyholder's medical condition will allow his/her repatriation or release from hospital.
- **1.1.2.10.** emergency dental treatment, within the limit of USD 200 (to alleviate acute pains and pains due to accidents), including a possible dental radiography.
- 1.2. GROUPAMA ASIGURĂRI S.A. shall also cover the expenses for :
- the loss of the Policyholder's luggage registered and handed over to the drop-off section when boarding on the plane, substantiated with luggage registration documents, within the limit of the amount insured and of the maximal pieces of luggage, upon observance of the deductible period established, in case the plane ticket was purchased with the credit card; out of the indemnification payable for the loss of luggage one shall deduct the indemnification paid for the delay of luggage, risk occurred as a consequence of the same event.
- **1.3.** GROUPAMA ASIGURĂRI S.A. shall also cover the expenses for:
- -the purchase of essential goods as a consequence of the delay of luggage registered by the airline company and handed over in the drop-off section when boarding on the plane, for no more than 6 hours, within the limit of the amount insured. The Insurer shall reimburse the Policyholder the purchase fees for the essential goods (items of clothing, medication etc) that allow the Policyholder to deal with the temporary inavailability of the personal belongings from the



delayed piece of luggage. All the expenses carried out, during the baggage delay period, for the purchase of the essential goods must be proven with payment documents in original copies (invoices, receipts).

The luggage must be registered on hand-over by the airline company provided an indemnification is paid, as per the insurance policy.

2. ELIGIBILITY CRITERIA

- 2.1. The cover shall enter into force in accordance with Art. 2.2. of Chap. 2 Conclusion of the Agreement
- **2.2.** For a person to be considered eligible, the following criteria must be met:
- a) said person should be an employee of the Client and holder of an active credit card mentioned at item 2.1, issued by CITIBANK, in the name of the Company, client of Citibank;
- b) such person must have made transactions representing travel-related expenses paid by credit card more than 3 months before or during the travel abroad, for services it benefitted of while being abroad and paid with the Citi Visa Business Silver/Gold credit card;

The travel-related expenses include:

- the price of the plane ticket, used in order to cross the border on departure and/or the price of the ticket for the ground transportation means used during the travel (ex. taxi, bus, subway);
- the fuel-related cost, in case the travel is made by car;
- accommodation/reservation related fees;
- expenditures in airport (ex. juice, coffee, objects purchased in duty free);
- c) to have the minimal age of 18 years at the begining of the insurance period and the maximal age of 65 years old at the end of the insurance period;
- d) the insurance premium must be paid by the Contracting Party to Groupama Asigurări S.A. in accordance with the Contractual provisions;
- e) to travel abroad for business purposes, in travels of a duration of maximum 60 consecutive days.

3. TERRITORIALITY

3.1. The insurance cover is valid worldwide save for Romania, the country of citizenship or the country of residence of the person insured.

4. SPECIAL EXCLUSIONS

- **4.1.** GROUPAMA ASIGURĂRI S.A. does not grant insurance indemnification for expenses carried out in connection with:
- a) any preexisting condition before the entry into force of the insurance Agreement shall be covered by a first service organized exclusively by the medical assistance Company (organizing the visit of the doctor to the client's domicile, the client's sanitary transport to the medical institution) for emergency measures, unforeseen, in order to save the Insured party's life or in order to reduce severe pain within the limit of 500 usd;
- b) consultation, medical investigation, treatment determined by illnesses or accidents that are caused directly or indirectly, total or partial by:
- events of war of any kind (declared or not declared), riots, rebellions, revolutions, terrorism, military events, civil unrest;
- violence occurred during a public gatherings/ demonstrations or any action taken to prevent, control or suppress one of the events listed above;
- c) the falling ill/ accident occurred as a consequence of the Policyholder's participation to any type of racing, leisure/professional sports, or activities deemed dangerous such as: alpinism, parachuting, hang gliding, acrobatics, stunts. The description here above is not limitative nor exhaustive;
- d) the medical assistance granted in case the Policyholder committed, or intended to commit violent actions, or punished by the criminal law in the country where the event took place;
- e) the medical assistance granted in case of illnesses and/or accidents or as a consequence of the abuse of alcohol, drugs, medication unprescribed by the doctor;
- f) suicidal, medical assistance in case of an attempted suicidal, of injuries and illness caused by the Policyholder's own actions:
- g) the removal of physical defects (cosmetic treatment, aesthetic surgery etc.) and of congenital anomalies;



- h) the psychiatric, psycho-therapeutical or neurological care;
- i) recovery, convalescence and physio-therapy;
- j) medical assistance for pregnancy, premature birth, abortion (including therapeutical aborption), voluntary interruption of pregnancy, examination and treatment against sterility, as well as artificial fecundation. Only the emergency medical expenses made in order to save the mother's life and/or the baby's, within the maximal limit of 500 usd provided that the first service is organized exclusively by the medical assistance Company;
- k) the care provided for sexually transmitted diseases, for HIV infection, AIDS and the consequences thereof;
- I) the medical assistance granted by Policyholder's relatives;
- m) the medical assistance granted by homeopaths, naturist physicians, medical investigation or experimental treatment procedures, specific for medical research, as well as the consequences thereof;
- n) the transplant of organs;
- o) the purchase of: glasses, contact lenses, auditive prostheses, dental prostheses, limb prostheses, wheelchairs for invalids;
- p) vaccinations and the complications thereof;
- q) routine medical check-ups;
- r) medical assistance granted to the Insured party in case of radioactive infestation as a consequence of radiations caused by the artificial acceleration of atomic particles, nuclear accident or atomic explosion;
- s) medical assistance due to epidemics or pandemics officially declared in the country/countries the Insured party travels to:
- t) the travels made in order to obtain certain treatments, a certain kind of care, surgical interventions, abusive requests;
- u) illness or accidents resulted after carrying out activities that do not correspond to the declared purpose of the travel;
- v) the Policyholder's refusal to follow the doctor's recommendation of medical repatriation;
- w) the flight in its capacity as passenger, pilote or member of the crew of an aircraft, other than that belonging to a company authorized to perform air transportation;
- x) the events occurred as a result of the practice of ski, as leisure or professional sport;
- y) the visit in a country where there is an Act of God.

The Insurer shall not grant the insurance indemnification in case the Policyholder refuses to observe the instructions of the medical team and if such leads to the loss of the right to benefit of the services guaranteed under the insurance policy and implicitly to the loss of the rights thereof in its capacity as Policyholder.

- **4.2.** The Insurer shall not pay the insurance indemnification in case the Policyholder required medical assistance as a consequence of:
- a) the carrying out of activities having military character abroad;
- b) activities underwater.

The Insurer shall not pay the insurance indemnification in case the Policyholder had an accident resulted from the practice of a professional sport or within competitions, gatherings or training or the practice of a leisure sport.

- **4.3.** GROUPAMA ASIGURĂRI S.A. shall not indemnify the Insured Person for the luggage lost or delayed due to the following causes:
- a) charter flights, if such flights are not registered within the international data system;
- b) confiscation of luggage by the customs authority or by any governmental authority;
- c) purchases made after arrival at the final destination mentioned on the airline company ticket;
- d) luggage and/or personal effects that were dispatched by airway bill or by consignment note;
- e) no request for compensation shall be accepted if the delay is due to a strike or to an existing work conflict or announced before the travel started;
- f) no request for compensation shall be accepted if the delay is due to the withdrawal from service of the airline flight by the civil aviation authority and if such had been announced before the travel started;
- g) the losses and the damages caused intentfully, the serious breach/neglijence or similar deeds of the Policyholder or of the representatives thereof, as well as the defect or the irregularity of the object carried. The insurance shall not cover as well fragile and deteriorated objects, cash or coins of any type (including collections or singular pieces having numismatic value), cheques, titles and bonds of any type, travel documents, stamp collections and jewelery, valuable objects in general, movable assets of any type, as well as any materials or objects the carriage of which is not accepted by the air transport regulations;
- h) the theft of luggage that is not the Policyholder's property or the luggage that is the Policyholder's property loaned or entrusted to third parties;



- i) if the Policyholder's personal baggage is lost or is entrusted to the latter with delay and the Insured party does not inform the airline company with respect to such loss and if it does not obtain a written report from the representatives of such company, within maximum 60 days as of the occurrence of the event;
- j) any asset, personal property of the insured party, insured under a distinct insurance agreement, or that was and/or may be recovered;
- k) any reimbursement received from third parties (such as, for instance, the transport company) as compensation, shall be deducted from the insurance indemnification;
- I) winter sports or other sports gear;
- m) the theft of the luggage registered as a consequence of riots, strikes, public unrest.

5. COMPENSATION PROCEDURE

- **5.1.** In case the procedure described under **Chapter 8 "Assistance Procedure"** of the General Insurance Conditions is not observed, and if there is a justification for such failure to observe said procedure, GROUPAMA ASIGURĂRI S.A. shall grant compensation only after the Policyholder / Beneficiary:
- proves its legitimacy to obtain the insurance indemnification by substantiating documents it shall declare if and what insurance policies it has taken out for the same risk and what compensations afferent to such policies it has already received:
- hands over to the Insurer the entire documentation, in original copy, requested by the latter;

The documents issued in a foreign language shall be accompanied by a translation, the cost of such translation being borne by the Policyholder.

All the certificates, pieces of information and the evidences requested by the Insurer shall be provided to it at the Policyholder's expense under the form and of such kind as the Insurer requested it. At the Insurer's request and at its expense, the Insured party shall have to be subject to a medical examination in connection with any compensation claim.

- **5.1.1.** The payment bills / receipts for the insured party's medical treatment must include:
- the name of the person being treated;
- the diagnosis established;
- details on the medical treatment administered or of the medical service provided and the date such were performed.
- **5.1.2.** The medical orders prescribed must be accompanied by documents substantiating the payment of the medication purchased.
- **5.1.3.** In case of hospitalization, the letter of release from hospital shall also be submitted with the payment bills for the treatment provided.
- **5.1.4.** If the risk insured was caused by an accident, the minutes drafted by the competent authorities shall also be submitted, if such a document was drafted.
- **5.1.5.** In case of the Policyholder's transport to its fixed domicile, the expenses shall be justified based on receipts (tickets) as well as on the doctor's statement mentioning the diagnosis and the necessity, from a medical standpoint, to carry out such transport.
- **5.2.** If the claim for compensation is fraudulent or obvisouly exaggerated, or if the agreement is based on misrepresentations, GROUPAMA ASIGURĂRI S.A. has the right to refuse payment of the insurance indemnification.
- **5.3.** The representations and/or medical deeds made and/or issued by the Policyholder's relatives in their capacity as doctors shall not be taken into consideration.
- **5.4.** The commencement of the procedure to establish and assess the compensations does not constitute an acknowledgement of the obligation to compensate.
- **5.5.** In case of payment of the insurance indemnification by the Insured party or by the beneficiaries thereof, such shall be made in RON at the BNR exchange rate of the day the receipt/invoice/payment bill was issued, within at least 15 days as of the date the complete documentation is submitted by the medical assistance Company or by the Insured party, as applicable.
- **5.6.** At its expense, the Insurer shall have the right and the possibility to examinate the Insured Person the Accident, Bodily Injury or Illness of which constitutes the ground for a claim for compensation, as often as such can be reasonably requested, during the period when the request for compensation is assessed.
- **5.7.** In case EUROP ASSISTANCE is not informed or if there are no documents that should justify the impossibility to contact such company in case an Insured Event occurs, the Insurer shall not be liable in any way for the expenses thus incurred.



5.8. In case comepsnations have been paid, for the risk covered under item 1 of the Table of risks insured, by GROUPAMA ASIGURĂRI S.A., up to the limit of the amount insured, the payment obligations of the latter cease for the amounts already paid to such insured parties.

In case the Policyholder benefitted of the medical services provided by the assistance company for one of the risks covered under this agreement, free of charge for the Insured party, the amounts insured afferent to such risks shall be diminished with the value of the services provided.

5.9. In case of delay or loss of luggage, the Policyholder shall submit to the Insurer the statement regarding such delay or loss of luggage, registered with the airline company, providing details of the object included in such luggage.

6. POLICYHOLDER'S SPECIAL OBLIGATIONS

- **6.1.** The request to pay the insurance indemnification must be sent to the Insurer within maximum 30 days as of the end of treatment or on the Insured party's return or on his death / repatriation of the dead body.
- **6.2.** The Policyholder or its legal heirs must provide to the Insurer all the data and documents necessary in order to establish the quantum of the insurance indemnification.
- **6.3.** By the insurance agreement, the Insured party empowers the Insurer to obtain from the treating physicians the data concerning the medical history, the health condition and the treatment provided, holding them free from professional secrecy.
- **6.4.** The Policyholder, its relatives, its legal representatives must consent to the Policyholder's examination by the doctors agreed by the Insurer.
- **6.5.** The Persons Insured must take all reasonable prevention measures of a responsible and prudent person in order to prevent the occurrence of Accidents and to avoid all legal requirements and contractual provisions, as a mandatory prerequisite for the Insurer's liability to be engaged.
- **6.6.** The Policyholder must learn about the mandatory vaccinations from the area where it is supposed to travel, as well as about those recommended by the local authorities and to make such vaccinations.
- **6.7.** In case of failure to observe the obligations provided for under art. 6.1-6.6 GROUPAMA ASIGURARI S.A. may refuse payment of the insurance indemnification.

UNUSUAL CLAUSES: The following articles represent unusual clauses and are expressly accepted by the Insured person by signing the information form, through the execution of the Insurance policy: 4; 5.1; 5.2; 5.7; 5.8; 6

Groupama Asigurări S.A.