

## Terms and Conditions MTPL Insurance within the BT Pay App

valid as of 15.01.2023

By using the "MTPL Insurance" section in the Application (as defined below) and by explicitly accepting these terms and conditions by checking the appropriate box, the User (as defined below) is deemed to have read this document, understood its contents and agreed to the terms set forth herein.

### 1. Definitions

The terms used in this document are defined as follows:

- **1.1. User of the MTPL Insurance section** - any major user of the Application who uses the MTPL Insurance section of the Application whether or not they fill out the form required contract an insurance policy.
- **1.2. Insurance Policy**- a motor third party liability (MTPL) insurance policy, available for purchase under the "*MTPL Insurance*" section of the Application, as offered by the Broker to the User through the "*MTPL Insurance*" section of the Application (as defined below);
- **1.3. BT Pay App** - is a secured software application that operates as described in the Terms of Use of the BTPay App <https://www.bancatransilvania.ro/wallet-bt-pay/termeni-si-conditii-ro/> .
- **1.4. Insured** - an individual or legal entity holding an Insurance Policy issued by an Insurer (as defined below), via the "*MTPL Insurance*" section of the Application and based on offers made available by the Broker;
- **1.5. Insurer** - Romanian or foreign legal entity or mutual company, authorized under the terms of Law no. 237/ 2015 on the authorization and supervision of insurance and reinsurance activities, to carry out insurance activities and whose offers are available in the "*MTPL Insurance*" section of the Application, through the Broker.
- **1.6. Supplier or Company**- means the provider of the flow to obtain offers from Insurers and/or to conclude Insurance Policies as a result of the use of the "*MTPL Insurance*" section of the Application, namely Timesafe SRL, a Romanian legal entity having their registered office in Voluntari, șoseaua Erou Iancu Nicolae 87-2F, Ilfov county, registered with the Trade Register under no. J23/1658/2016, Tax ID 35968582;
- **1.7. App Developer**-Banca Transilvania S.A., a credit institution established in Romania, having their registered office in Cluj-Napoca, str. Dorobantilor 30-36, Cluj county, registered with the Trade Register under no. J12/4155/1993, tax ID RO 5022670;
- **1.8. Broker**- Renomia-SRBA Insurance Broker SRL, an entity authorized by the Financial Supervisory Authority and registered with the Register of Insurance Brokers - sole ID RBK 009/10.04.2003, according to the information available on the website [www.asfromania.ro](http://www.asfromania.ro).

## **2. About the Broker and the Offered Services**

- 2.1. The Insurance Policies available as a result of using the "*MTPL Insurance*" section of the App are issued by the Insurers, through the Broker.
- 2.2. Broker mailing details in relation to Insurance Policies: Strada Aristide Pascal 29-31 et 1, București, Sector 3, e-mail office@renomia.ro, fax: 021 315 49 49, phone: 021 313 83 9, web address: www.renomia.ro.
- 2.3. The main activity of the Broker is identified by the NACE code 6622 - Activities of insurance agents and brokers, and it is registered with the Trade Register under no. J40/8010/1998, tax identification number 10896391.
- 2.4. The Broker has relevant experience in the main field of activity, being active in this market for more than 20 years.
- 2.5. Through the "*MTPL Insurance*" section of the Application, the Broker provides MTPL Insurance Policies, i.e. compulsory motor third party liability insurance for damages caused to third parties by vehicle and tram accidents, in accordance with the provisions of Law 132/2017 on compulsory motor third party liability insurance for damage caused to third parties by vehicle and tram accidents.
- 2.6. The Broker has the right to collect the premiums for the Insurance Policies, to pay the claims on behalf of the Insured in the currency stipulated in the insurance contract, as the case may be, subject to the legal provisions in force, and to issue the insurance documents on behalf of the Insurer.

## **3. Using the "*MTPL Insurance*" section of BT Pay**

- 3.1. The first time the User uses the "*MTPL Insurance*" section of the Application, he/she enters, in a form made available by the Provider, the information necessary to receive the Insurers' offers via the Broker in the MTPL section of BT Pay. This information is required solely for the submission of the relevant insurance quotations and the conclusion of the Insurance Policy, as applicable. The User has the right to review the data filled in before sending the filled out form to the Broker at any time within 30 days.
- 3.2. The information entered by the User is sent by the Company to the Broker and, based on this information, the Broker sends the offers of the Insurers within the "*MTPL Insurance*" section of the Application.
- 3.3. After receiving offers from the Broker, via the "*MTPL Insurance*" section of the Application, the User has the possibility to choose one of the offers, in a period of 6 months or 12 months. After the choice, the User will make the payment of the amount indicated in the selected offer. The payment can only be made using a card registered with BT Pay. By pressing the "*Confirm and pay*" button, the User agrees that the amount of the MTPL policy indicated in the chosen offer will be debited from the account attached to the card used for the payment.
- 3.4. Once the payment has been made, the User receives the confirmation in the Application. On the e-mail address provided and validated during the issue of the MTPL insurance policy in the Application, the User also receives an e-mail that

represents the confirmation of the issuance of the MTPL Policy and contains all the data of the launched order, together with the Insurance Policy issued by the Insurer.

#### **4. Activity of the Provider, i.e. of the App Developer**

- 4.1. The Provider is responsible for securing the personal information/data submitted by the Broker and the User and the App Developer is responsible for securing the Application. To the extent that the User suspects that the security of his/her Personal Data may be compromised while using the "*MTPL Insurance*" section of the Application, he/she shall immediately notify the Provider by sending an e-mail to [datepersonale@pago.ro](mailto:datepersonale@pago.ro).
- 4.2. In the Application, the Provider makes available to the User all the information received from the Broker regarding the Insurance Offers, so that the User can choose, in an informed manner, the Offer that best suits his/her needs.
- 4.3 The Provider processes Users' requests based on the information submitted for the generation of the Insurance Offer, available for 30 days in the "*MTPL Insurance*" section of BT Pay, in the order of their receipt, by sending them automatically to the Broker's systems.
- 4.4 The Provider will record the Insurance Offer creation date in the "*MTPL Insurance*" section of BT Pay, the time and the identifier of the User for whom the offer has been generated. This information is necessary in order to be able to resolve any technical problems reported by the User or Broker.
- 4.5 The Provider, as instructed by the Broker, has the right to request from the User any additional document and/or information necessary to establish the insurable interest in order to rule out frauds, using the identification data submitted by the User in the "*MTPL Insurance*" section of the Application. At the same time, given that the "MTPL Insurance" section is intended to operate automatically, a User might not be able to complete the Request for Quotation during the MTPL insurance issue process and he/she will be automatically notified in the Application of this erroneous data.
- 4.7 If the Broker is unable to issue the Insurance Policy to the User in accordance with the information submitted by the User, or due to the non-transmission of the documents and information requested by the Provider from the User, the User will be contacted, upon the occurrence of one of the above situations, of the missing requested documents and/or information. If the User encounters these situations during the issue of an MTPL insurance policy, he/she shall be notified in the BTPay App. For the avoidance of any doubt, the User may not claim the issue of an Insurance Policy unless the problems indicated while filling out the data in the BTPay Application are resolved and/or after the completion of the flow.
- 4.8 The Broker is solely responsible for the management of the insurance policies issued using the "MTPL Insurance" section of the Application. In this regard, based on the information provided by the Broker to the Provider, the User will receive an e-mail notice and a notice in the "*MTPL Insurance*" section of the Application, no later than 30 days prior to the expiry date of the insurance policy, as well as, if

applicable, notices regarding other requests or information that may be required during the validity period of the Insurance Policy.

- 4.9 The Provider and the App Developer shall not be liable for any damage (direct or indirect) caused to the User or any other third party on behalf of and/or for whom the User is entitled to use the "MTPL Insurance" section of the App; with regard to the information it contains or any other damage or injury caused by errors, omissions, failures, delays or interruptions in operation or transmission, viruses or any other similar factors beyond their control.

## **5. User's Activity**

- 5.1 The User is required to read the General Terms and Conditions of Insurance, the Policy regarding the Processing of Personal Data by the Company and the Broker within the "MTPL Insurance" section of the BT Pay App, as well as any other documents made available to him/her in connection with an Insurance Policy issued as a result of using the "MTPL Insurance" section of the App.
- 5.2 By placing the order to obtain quotations, the User mandates the Broker to represent him/her in relation to the Insurers in order to obtain the requested quotations and to issue the policies, if one of the quotations is accepted.
- 5.3 In using the "*MTPL Insurance*" section of the Application, the User must provide only data that is real and in accordance with the documents proving the User's ability to use the "MTPL Insurance" section of the Application. All the data requested in the "*MTPL Insurance*" section are required in order to obtain offers from Insurers, through the Brokers.
- 5.4 The Insured understands and accepts that neither the Provider nor the App Developer shall have any obligation to the Insured to bear any of the expenses related to the unilateral termination by the Insured of the Insurance Policy concluded between the Insured and the Broker and that they shall not be liable in any way towards the Insured in this situation.
- 5.5 The Insured has the right to unilaterally terminate the Insurance Policy during the unilateral termination period of 14 (fourteen) calendar days after the receipt of the Policy and the contractual conditions, without penalty and without giving any reason.
- The User declares that he/she has acknowledged:
  - a. the provisions on the consumer's right to alternative dispute resolution under the Financial Supervisory Authority Regulation No. 4/2016 on the organization and operation of the Alternative Dispute Resolution Entity in the financial-banking sector and under Government Ordinance No. 38/2015 on the alternative dispute resolution between consumers and traders;
  - b. the conditions for the accessing of the dispute resolution proceedings in accordance with:
    - Article 23(2) of Regulation No. 4/2016 - Entities authorized, regulated and/or supervised by the A.S.F., as the case may be, are required to inform consumers that the entity that they may address is SAL-FIN ([www.salfin.ro](http://www.salfin.ro));

- In accordance with Article 23(3) of Regulation 4/2016 - Entities authorized, regulated and/or supervised by the A.S.F. may not refuse to settle the dispute within SAL-FIN if the consumer has expressly and voluntarily expressed the settlement option ([www.salfin.ro](http://www.salfin.ro)).

- 5.8 The user is fully responsible for the information submitted through the form filled in the "MTPL Insurance" section of the Application. If the Insurance Policy has been issued, the information can only be changed in the situations set out in Chapter 8. Conditions for the Return of the Insurance Policies by the Insured. In this case, the Insured assumes full responsibility for the incorrect data, which may lead to a difference in payment and even to the invalidation of the Insurance Policy in question. In the event of such errors, the Insured shall assume the obligation to pay the resulting premium differences or other amounts resulting from the erroneous provision of the Policy order data.
- 5.9 For any complaint in relation to the use of the "MTPL Insurance" section of the Application that the User or Insured cannot resolve by sending an e-mail to [ajutor@pago.ro](mailto:ajutor@pago.ro), the User can access the Complaints section of the website <https://www.asfromania.ro/>.

## **6. Communication between User and Broker**

- 7.1 Except for the requests regarding the processing of personal data, for which the communication provisions laid down in the abovementioned Privacy Policy apply, any communication made in relation to the use of the "MTPL Insurance" section of the Application must be made by email to the Broker's email address or via the related functionality within the 'MTPL Insurance' section of the Application. To the extent that the communication relates to a problem encountered with respect to the "MTPL Insurance" section, the Broker may ask the User for further details regarding the problem mentioned, including without limitation, Personal Data about the User.
- 7.2 Any communication made under Article 6.1. shall be deemed to have been effected at the time it is received by the addressee. Communication by electronic mail shall be deemed to have been received by the addressee on the day of the successful dispatch of the communication. The dispatch is considered unsuccessful if the sender receives a delivery-failure message.
- 7.3 The Broker undertakes to reply to the communication received within a maximum of 30 (thirty) calendar days from the date of its receipt also by electronic mail to the mailing address communicated by the sender in the communication.

## **7. Conditions for the Return of the Insurance Policies by the Insured**

- 8.1 Upon the Insured's request, the Broker must correct and retransmit to the User the issued insurance policy containing incorrect or incomplete information/data, provided that the User has provided correct and complete information in the order form. In this case, the retransmission of the corrected policy to the User shall be at the Broker's expense. In this regard, the User shall inform the Broker of this

situation using the contact details provided by the Broker within the Application (contact address, e-mail address, call center number).

- 8.2 If the Insured finds, at the time of delivery, that the Insurance Policy contains erroneous data, which are not consistent with the data submitted for the request of the Offer in the "MTPL Insurance" section, he/she may request, if necessary, the correction of the errors and the delivery of a policy containing correct data.