

TRAVEL HEALTH INSURANCE FOR BANK CARD issued by Transilvania Bank
- general conditions -

Insured risks table:

Insured risks	Insured sum/pers.(including dependents)
1.Death – Accident – Public Transport	Max. 50.000 EUR
2.Partial permanent disability – Accident – Public Transport	Max. 50.000 EUR
3.Emergency medical expenses 24H – Accident and Illness	Max. 50.000 EUR of which:
a) Expenses medical (ambulatory treatment, drugs, radiographic diagnosis, hospitalization, emergency surgery) b) Emergency Medical Transportation c) Medical Repatriation d) Repatriation of Corps e) Reimbursement coffin Deductible: Free services: - Visit of a relative (parent, wife, etc.) in case of hospitalization for a period exceeding 10 days of the Insured; - Repatriation of minors in the country in case of hospitalization for a period exceeding 10 days of the Insured	c) Max. 2.000 EUR d) and e) Max. 5.000 EUR 50 EUR
4.Checked baggage delay -The deductible period (number of hours) - Maximum per hour	Max. 1.000 EUR 4 ORE 60 EUR
5.Replacement of lost/stolen documents	Max. 1.000 EUR
6. Travel delayed - The deductible period (number of hours) - Maximum per hour	Max.500 EUR 4 ore 40 EUR
7. Legal Assistance following an automobile accident	Max.5.000 EUR

Travel insurance covers up to 45 consecutive days as a tourist or business .

Franchise / deductible period applicable according to the table above for each insured risk .

The following definition apply to the content of the present conditions:

Insurance contract: bilateral legal document composed of insurance card, insurance conditions and other documents relating to insurance;

Insurance card: document issued by the insurer to confirm the contract of insurance, which are submitted to the Contracting Parties, including contact details of the Insurer / Company assistance, identification of the insured and the period covered;

Bank card: cards issued by Transilvania Bank (MASTERCARD GOLD DEBIT, VISA BUSINESS GOLD/SILVER, VISA PLATINUM DEBIT, FLYING BLUE CLASSIC, FLYING BLUE PREMIUM, STAR GOLD, STAR PLATINUM or MASTERCARD FORTE for doctors issued by the Bank, and the person on the card MASTERCARD GOLD DEBIT, VISA BUSINESS GOLD/SILVER, VISA PLATINUM DEBIT ,FLYING BLUE CLASSIC, FLYING BLUE PREMIUM, STAR GOLD, STAR PLATINUM or MASTERCARD FORTE for doctors);

Policyholder: legal person signing the insurance contract and undertakes to pay insurance premium, here Transilvania Bank;

Insurer: Groupama Insurance, approved by the Insurance Supervisory Commission under no RA-009/10.04.2003, who undertakes the payment of insurance indemnity for the covered risks in exchange of the collected premium, according to the term conditions;

Insured: natural person holding the bank card, cardholder who travels abroad temporarily;

Beneficiary: the person or company that collects insurance indemnity in case of the insured risk;

Eligible persons: any person holding a valid bank card issued by Transilvania Bank, which does not exceed the age of 70th years from the effective date of the insurance policy; person dependency of the person holding the bank card issued by Transilvania Bank between the ages of 1st and 18th years;

Travel abroad: a trip outside the borders of Romania, the country of nationality, country of residence of the insured person from leaving their borders, until returning to these borders, no more than 45th consecutive days from the date of leaving the territorial boundaries of Romania, country of citizenship, country of residence of the insured person; insurance is valid only when proof of travel expenses payment with bank

card, card of the insured person or any person who holds a card of the same type of card attached to the same account insured person, persons for which insurance premiums was paid individually

OR

in the last three months before the date of leaving the country's borders, has been made with the card payments totaling at least 300 lei per card /600 lei per card for insurance to be valid for dependent person, or payments done by the any other person who holds a card of the same type attached to the same account of the insured person.

Travel expenses: ticket price by plane, ship, bus or train used to cross the border at departure or fuel costs if the insured travels by car or accommodation expenses;

Public transport: any means of transport by land, sea or air, which operates under a license and the passenger has only fixed routes, pre established;

Insured risks: event defined in contractual terms, the production which GROUPAMA Insurance will pay indemnity insurance ;

Insured sum: maximum limit of indemnity insurance that pays GROUPAMA INSURANCE in case of an insured risk and is written in terms of insurance ;

Indemnity insurance: amount due by GROUPAMA INSURANCE to the Insured / Beneficiary in case the the insured risk occurred and can not exceed the sum insured ;

Insurance premium: amount of money due by the Policyholder in exchange of the risk cover by the Insurer;

Duration of insurance: the validity of bank card;

Accident: event due to unforeseen reasons, external, violent, absolutely fortuitous and beyond insured's will and its cause injury or death ;

Physician: person who holds a Graduate Diploma in Medicine issued by authorities and who practises his/her profession under a valid licence;

Illness: abnormal condition of an organism detectable medical that impairs the whole body or any part of it;

Medical assistance company: EUROP ASSISTANCE, who acts on behalf of the Insurer and is jointly liable with the Insurer for the fulfillment of the insurance conditions;

Hospital: any public or private medical facility that disposes of auxiliary and medical personal skilled in specialised medical care, of specialised medical equipments in order to provide permanent medical care as well as diagnostic and treatment services to inpatients. The narcoman centres, home for elderly and, more generally, rest homes and physio therapeutic medical practices are not considered hospitals.

Insured event date: in case of illness will be for diagnosis or first days of the date on which the insured person first finds the disease diagnosis, in case of accident will be the date of the accident ;

The maximum limit of indemnity: the maximum amount payable by Groupama Insurance in relation to an accident, regardless of the number of at insured persons involved in it. In the event of an accident that leads to overcoming the maximum limit of storage, it will be distributed to all insured persons equally, keeping in mind the maximum amounts provided for that section;

Deductible: set amount / duration of time for which GROUPAMA INSURANCE will not assume the liability, if the compensation is less than the fixed amount / duration of time .

Personal documents: identity document, passport, driver's license and vehicle registration, travel tickets of the insured person ;

Pre-existing conditions : any illness or physical injury that was diagnosed by a physician before the insurance contracting ;

Relatives of the insured : husband, wife, children, parents insured, parents of husband or wife .

Dependent person: children between ages of 1st and 18th years who traveling with one of the parents, cardholder of the bank card, in the same location, on the same duration and the same scope having the quality of the Insured;

1. INSURED RISKS

1.1 The insured risks are accidents and sudden illness, death of the insured, occurring within the insurance duration and during your trip abroad, where the insurer must pay the insured / beneficiary the indemnity insurance due under contractual terms, representing the costs caused by :

1.1.1 - sudden illness or accident of the Insured who needs emergency care ;

1.1.2 - emergency transportation of the Insured by ambulance to the nearest hospital or doctor ;

1.1.3 - transport to Romania of the insured in the place of residence or to the nearest hospital where can receive the treatment recommended by a doctor (medical repatriation) .

1.1.4 - transport of corps at home in Romania, including the cost of the coffin, if the insured's death or burial expenses / cremation at death .

1.1.5 GROUPAMA INSURANCE will cover expenses for :

- visit of a relative when the insured hospitalization exceeds more than 10 days ;

- repatriation of minors if the insured hospitalization exceeds more than 10 days;

1.2 GROUPAMA INSURANCE indemnify the Insured for :

1.2.1 – steps done for replacement of lost / stolen documents (identity card, passport, driver's license and motor vehicle registration, travel tickets), related to journey to the amount of 1.000 EUR ;

In this section shall be insured against loss of documents abroad, thereby seeing acts issued in the name of the insured: the book or the identity card, Passport, driving licence, car Registration and travel tickets. In the case of dependent persons, personal documents are: birth certificate and passport.

The insurer grants reimbursements for expenses made by the holder of the card (holder) for the replacement of its documents, due to damage caused as a result of theft/loss, abroad, within the limits of sum insured.

In case of insured event and within the limits of sum insured, the insurer covers expenditure made by the insured person for:

-provisional restoration, abroad, of lost/stolen insured documents only if it is necessary to restore them abroad.

-for replacement of lost/stolen documents abroad by their recovery in Romania.

1.2.2 – delay of checked baggage in the hold of the insured and delivered when boarding, in the amount of 1.000 EUR, max. 60 euro / hour, from deductible / 4 hour deductible ;

Baggage and / or personal effects must have been registered at the reception by the aviation company as a condition of payment of indemnity under the insurance policy. GROUPAMA Insurance will reimburse the insured person's personal effects necessary up to the value of the insurance provided in terms of insurance. All purchases representing personal effects needed to be proved by original payment documents (invoices, receipts).

1.2.3 – delaying your trip by plane, train, ship, in the amount of 500 EUR, max 40 Euro / hour, from deductible / 4 o'clock deductible. If, during the period of validity of the insurance, the flight for travel start of the insured person suffers a delay which exceeds the deductible period, the company agrees to repay to the amount stipulated in the insurance contract, per hour, or until the maximum amount provided, which of these two is smaller, the value of expenditure for essential shopping, such as those for meals, refreshments, clothing in case the delay is more than 12 hours, transfer from and back to the airport/railway station/port, the first night's accommodation at the hotel, plus additional charges in the case of dependent persons and telephone costs incurred during this period, caused by: 1) delay or cancellation a flight reserved and confirmed; 2) refusal to allow boarding because of the excessive number of bookings made on flights booked and confirmed ; 3) late arrival of about race, with more than one hour, resulting in loss of aircraft with which to continue the journey ;

All purchases representing personal effects needs to be proved by original payment documents (invoices, receipts).

1.2.4 - costs of legal assistance following a car accident during the period of validity of the insurance policy will be paid by GROUPAMA INSURANCE up to the amount of 5.000 euro .

Insured will be compensated for fees of counsel and other expenses (taxes, security, expertise, etc.) done abroad and related to legal proceedings involving as a result of - during your trip abroad- a crime (except the fault of killing), a contravention or an act causing damage to the fault committed, provided that (cumulatively met):

- insured harmful event driving a vehicle / other mean of transport which is not considered vehicle, is guilty of producing a auto accident as pedestrian or being engaged in amateur sports ;

- against of the insured has started an action (procedure) civil, criminal or offense and he notified the insurance company soon, sending in copies, all received documents;

- before doing any expense related to the case or to hire legal assistance services, the policyholder will obtain written consent from the insurance company (if proposed by the insured is not authorized by the insurance company, it will propose one, not accepted by provided giving the insurer the right to refuse the fee bearing of insured's elected representatives).

In the case of dependent persons, legal assistance shall be indemnified as a result of the facts as a pedestrian or when a minor commits prejudices of tangible goods or injuries to third persons.

1.3 GROUPAMA INSURANCE will indemnify the death or permanent disability (total or partial) as a result of an accident occurring as a passenger traveling, board and descend from a means of transportation, in a period of 365 calendar days from the accident occurred and within the insurance duration of your trip abroad. In these situations, the Insurer will pay the insurance indemnity Insured / Beneficiary as it follows:

a) if the policyholder will die as a result of the accident, GROUPAMA Insurance will pay to the legal heirs the sum assured for death less the costs incurred under the conditions of insurance relating to this event ;

b) if the policyholder will suffer a disability as a result of the accident, GROUPAMA Insurance will pay according to the sum assured on disability, up to 100% according to the following tabel:

ANATOMICAL OR FUNCTIONAL	Indemnity procent	
	<i>right</i>	<i>left</i>
- Total loss of the upper limb (hand)	70%	60%
- Total loss of hand or forearm	60%	50%
- Total loss of an inferior limb over the knee	60%	
- Total loss of an inferior limb at knee's height or under	50%	
- Total loss of one foot	40%	
- Total loss of the thumb of the hand	18%	16%
- Total loss of the forefinger	14%	12%
- Total loss of the little finger of the hand	12%	10%
- Total loss of the middle finger	8%	6%
- Total loss of the ring finger	8%	6%
- Total loss of the big toe	10%	

- Total loss of any other toe	3%	
- Shortening of leg by at least five (5) centimeters (cm)	15%	
- Total loss of the spleen	10%	
- Total loss of one kidney	20%	
- Total loss of the visual faculty of one eye	50%	
- Total loss of the visual faculty of both eyes	100%	
- Decrease (reduction) half of vision in both eyes	25%	
- Three fingers, except thumb or forefinger	12%	8%
- Complete loss of three fingers on the outside thumb or forefinger	25%	20%
- Complete loss of thumb and another finger than index finger	25%	20%
- Complete loss of index finger and another finger than thumb	20%	15%
- Complete loss of the last two fingers (middle, ring, small)	15%	12%
- Complete loss of the possibility of movement of the hip or knee	20%	
- Complete loss of ability to move shoulder	25%	20%
- Complete loss of ability to move the elbow or wrist	20%	15%
- Complete loss of ability to move the thumb and forefinger	35%	25%
- Seamless fracture of the tibia or fibula	25%	
- Seamless fracture of knee cap	20%	
- Tarsus bone fracture seamless	15%	
- complete and irretrievable loss of hearing in both ears	100%	
- seamless fracture of lower jaw	25%	
- stiffening of a segment (sector) of the spine, with deformation	40%	
- Fracture ribs with chest deflection and organic abnormalities	20%	
Total incurable dementia	100%	
Loss of lower jaw	100%	
Total loss of speech	100%	
Losses of skull bone thickness in all :		
- area of at least 6 cm.p .	40%	
- area of 3 to 6 cm.p.	20%	
- areas less than 3 cm.p .	10%	
Partial loss of lower jaw, the bottom section in full or half of the jaw bone	40%	
Total loss of hearing in one ear	30%	
Significant loss of bone substance of the arm (permanent and incurable lesion)	50%	40%
Paralysis of upper limb (irreversible damage to nerves)	65%	55%
Paralysis of the circumflex nerve	20%	15%
Progressive loss of bone substance of the two bones of the forearm (definite and incurable lesion)	40%	30%
Paralysis of the median nerve	45%	35%
Radial nerve paralysis of the torque bow	40%	35%
Radial nerve paralysis of the forearm	30%	25%
radial nerve paralysis of hand	20%	15%
Paralysis of the nerve cubits	30%	25%
Partial loss of the thumb (distal phalanx)	10%	5%
Stiffen total thumb	20%	15%

Total amputation of finger	15%	10%
Amputation simultaneous thumb and index finger	35%	25%
Stiffen the balance	40%	
Stiffen knee	20%	
Losses of bone in the thigh or both bones of the leg (incurable condition)	60%	
Loss of bone substance of the knee cap knee with significant separation of the fragments and significant mobility difficulty stretching leg	40%	
Loss of bone substance of the knee cap the knee with preservation of mobility	20%	
Shortening of the lower leg with 3 to 5 cm	20%	
Shortening of the lower leg with 1 to 3 cm	10%	

1.4 Granting the percentage of compensation and payment of claims shall be made only after completion of treatment, within 1 year after the accident, but not earlier than 3 months. Where permanent disability is compelling, award compensation and the percentage of compensation can be paid before the end of treatment.

2. INSURANCE CONCLUDING

2.1 Insurance start once the bank card, is issued for the clients of Banca Transilvania, who travel outside Romania, the country of nationality or residence for more than 45 consecutive days as a tourist or for business.

2.2 Insurance has effect if these conditions are fulfilled:

a). Travel expenses to be done with bank card of the insured person or any person who holds a card of the same type of card attached to the same account insured person.

Travel expenses include at least one of these :

- Price of air ticket, ship, bus or train used to cross the border at departure ;
- Fuel costs in case of traveling by car ;
- Accommodation expenses ;

OR

b). Paying by insured's credit card or any person's card insured who holds a card of the same type attached to the same account with the insured person card, namely the three months before the trip, minimum total value of 300 lei.

2.3 Dependent persons insurance come into force on the following conditions:

- dependants to be accompanied by at least one parent during trip abroad;
- the parent to own a valid bank card, confirmed by the Bank;
- dependent persons are covered under the table in the cases provided for in the same maximum limit of the sum insured;
- making payments by parent's card or any other person's card that holds a card of the same type attached to the card account with the same parent, three months before the trip, totaling a minimum of 600 lei.

3. TERRITORIALITY

3.1 The insurance is valid outside the territorial borders of Romania, country of citizenship or country of residence of the insured person.

4. OBLIGATIONS INSURER

4.1 INSURANCE GROUPAMA compensate the amount insured during travel abroad and the validity of the contract, costs of :

4.1.1 – medical diagnosis ;

4.1.2 – ambulatory medical treatment;

4.1.3 - medicines and medical aids prescribed by doctor;

4.1.4 - medical materials auxiliary to fasten body parts according to medical recommendation (for fractures, wounds, etc.)

4.1.5 - stationary treatment in a medical institution (hospital only) under direct supervision of a physician, using only recognized and approved medical methods. It will be used the nearest hospital where there is possibility of appropriate treatment. Will be covered the hospitalization expenses only until the insured's medical condition will allow the return or discharge its ;

4.1.6 - transportation performed by emergency services specialist, to the nearest hospital or the nearest doctor ;

4.1.7 - transfer to a specialized clinic where the doctor recommended ;

4.1.8 - transport to Romania of the insured to the place of residence or the nearest hospital where can receive the treatment recommended by a doctor (medical repatriation) .

4.1.9 - emergency dental treatment (for removal of acute pain and those caused by accidents), including dental radiographs in the amount of 400 EURO ;

4.1.10 - emergency surgery .

4.2 GROUPAMA INSURANCE will indemnify the Insured in case of death occurred as a passenger in a means of transport, transport costs lifeless body in the area of home/ in Romania, including special coffin costs or expenses (taxes) burial / cremation at death in the amount of 5.000 euro, the amount will be deducted from the allowance for death .

5. EXCLUSIONS

5.1 GROUPAMA INSURANCE will not grant indemnity insurance for expenses incurred in:

- a) healthcare for chronic or incurable diseases (including their indirect causes) accidents and their consequences on the existence of which the Insured was aware at the time of entry into force of the insurance, any pre-existing conditions.
- 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) illness / accident because of the Insured's participation in any race, sport or activity considered dangerous such as: climbing, gliding, acrobatic, stunt, participation in any winter sports extreme such as sledges, speed skating, and due to active participation in any hazardous sports such as paragliding, delta flight plan, para sailing, paragliding, skiing extreme, skiing off the track, snowboarding off the track, bungee jumping, water-skiing, climbing rocks, diving aquatic of any kind, rowing in extreme conditions, caving, climbing, surfing, etc.; the above listing is illustrative and not exhaustive.
- d) healthcare provided for committing or attempt to commit, on purpose, by the Insured of violent actions, or punished by the criminal law in the country where the event occurred;
- e) healthcare provided for illness and / or accidents due to alcohol over the limit of 0.8 per thousand, drugs, drugs not recommended by doctors;
- f) suicide, medical assistance in case of attempted suicide, injuries or illness caused by action by the Insured;
- g) removal of physical defects (cosmetic treatments, plastic surgery, etc.) and congenital anomalies;
- h) treatment of psychiatric, psychotherapeutic and neurological;
- i) recovery, convalescence and physiotherapy;
- j) healthcare of pregnant women, birth, abortion, examination and treatment against sterility and artificial insemination. It will reimburse medical expenses of emergency to save life of mother and / or child if the pregnant woman did not exceed 38 years and the 16th week of pregnancy;
- k) treatment of sexually transmitted diseases, HIV infection, AIDS and consequences;
- l) healthcare provided by relatives Insured;
- m) healthcare provided by homeopathic doctors herbalists, medical procedures of investigation and treatment of experimental data specific to medical research, and their consequences;
- n) transplantation;
- o) purchase of: glasses, contact lenses, hearing aids, dental prostheses, prosthetic limb, chairs / trolleys Disabled;
- p) vaccination and their complications;
- r) routine medical checks;
- s) Insured medical care in case of radioactive infestation due to radiation caused by the artificial acceleration of atomic particles, nuclear accidents or atomic explosion;
- t) healthcare due to an epidemic or pandemic officially recognized in the country / countries where Insured travels;
- u) illness or accidents resulting from the execution of activities that do not correspond with the stated purpose of tourism or business;
- v) Insured's refusal to follow the doctor's medical repatriation recommendation.

5.2 GROUPAMA INSURANCE not grant indemnity insurance if the insured person has required health care as a result of :

- a) flight as a passenger, pilot or crew member of an aircraft, other than belonging to a company authorized air transportation of persons;
- b) performance in the military activity abroad.

5.3 GROUPAMA INSURANCE will not indemnify the Insured for delayed baggage in these cases:

- a) Charter flights if the flights are not registered in the international system of data;
- b) Confiscation of baggage by the customs authority or any governmental authority;
- c) Shopping made after arrival at final destination mentioned on airline ticket;
- d) Baggage and / or personal effects that have been sent by letter or air waybill;
- e) Do not accept any claim for compensation if the delay is due to a strike or labor dispute existing or announced before the start of your travel;
- f) Do not accept any claim for compensation if the delay is due to the withdrawal means of public transport service to civil aviation authorities and this was announced before the start of your travel;

5.4 GROUPAMA INSURANCE will not have any liability with regard to a claim for damages with respect to the replacement of documents lost/stolen of the following reasons:

- a) the intention of cheating, or mistake from the cardholder and/or from a close person or (husband/wife, parents, grandparents, children);
- b) any other document which is not mentioned in these conditions of insurance;
- c) any document which is not mentioned in the Act of Police made abroad for theft/loss documents;
- d) in the case of dependent persons, in conditions in which it is shown that such documents were not in possession of father attendant on loss/theft.

5.5 GROUPAMA INSURANCE will not have obligation with respect to a claim on your travel delay:

- a) generated by or as a result of charter flights if the flights are not registered in the international system of data;

- b) if it is available a similar alternative transport within 4 hours of scheduled departure time or within 4 hours from time of arrival of a plane now;
- c) if the insured person does not present to control access on a plane (check in) according to the itinerary supplied, except if this is due to a strike;
- d) if the delay is due to a strike or labor dispute existing or announced before the start of your travel;
- e) if the delay is due to the withdrawal of aircraft from service by civil aviation authorities and this was announced before the start of your travel;
- f) if the delay of means of transport is less than 4 hours;
- g) the impossibility of fulfilling its contractual obligations in time of the air carrier/agent thereof due to cases of force majeure.

5.6 GROUPAMA INSURANCE will not have obligation for a claim of costs of legal assistance following a car accident, as it follows:

- a) Insurance company does not pay fines, penalties for delay, damages or expenses (the court) incurred by the opposing party and to which the insured shall.
- b) It is excluded from insurance payment if the insured was involved in a car accident and was driving an uninsured motor vehicle for civil liability, does not have the owners consent, do not possess valid driving license for that category or not having the certificate of registration of vehicle.
- c) It is excluded from the insurance the legal assistance flagrant mistakes, and cases when the insured event is covered by insurance for legal protection (of this type) concluded previously.

6. THE PROCEDURE FOR COMPENSATION AND ASSISTANCE

6.1 For all the risks insured, the insured or his representative must:

- to call the medical assistance company member of GROUPAMA INSURANCE respectively EUROP ASSISTANCE at number inscribed on the insurance card, within 48 hours of the event;
- provide information on occurrence;
- to follow the company's healthcare instructions;
- to provide to the medical personnel the insurance card.

If the insured does not meet the above procedure or indications of health care company, the insurer may refuse to pay compensation if that reason could not determine its responsibilities under the insurance contract .

6.2 Insurer and health care company is not responsible for delays in the execution of agreed services in case of strikes, explosions, riots, popular movements, restriction of free movement, sabotage, acts of terrorism, civil war or war, the consequences of radioactive sources or any other force majeure .

6.3 If the procedure is not followed as it is in 6.1 and there is justification for its failure, Groupama Insurance will indemnify the insured only after the Insurer/ Beneficiary:

- will prove the legitimacy of obtaining indemnity insurance;
- will declare whether, and how insurance for the same risk was concluded and what compensation he already earned;
- will deliver all originally documentation as it is required by the Insurer;

Documents issued in a foreign language will be accompanied by translation, except those in international language: English, French, Italian, German, Spanish, for which translation costs are borne by the Insured. All certificates, information and evidence requested by Insurer will be provided on the policyholder own expense/ or the insured person as it is requested by the Insurer. At the request of the Insurer and on his own expense, the Insured person will be subject to medical examinations in connection with any claim.

6.3.1 Bills / receipts for medical treatment must include:

- treated person name;
- established diagnosis;
- details of medical treatment or medical services and their time.

6.3.2 Prescribed prescriptions must be accompanied by documentary evidence of payment of medicines purchased.

6.3.3 In case of hospitalization will be presented also the discharge sheet together with bills for treatment given .

6.3.4 If the risk insured was caused by an accident will be presented and the minutes signed by the relevant official bodies if such a document was prepared .

6.3.5 If there are dental treatment, bills / receipts must include information on teeth treated, treatment and the cause which led to the need for intervention .

6.3.6 In the case of the Insured transportation including at his residence, the costs will be justified on the receipts (tickets) and the physician declaration indicating the diagnosis and medical necessity of medical terms, the need of the carriage.

6.4 In case of accidental death, the beneficiary will submit the following documents: a death certificate, certificate forensic finding of death, the minutes signed by the relevant bodies and legitimacy to get compensation.

6.5 If the claim is clearly fraudulent or exaggerated, or contract based on misrepresentation, Groupama Insurance has the right to refuse to pay indemnity insurance.

6.6 Not taken into account medical statements of the insured's relatives as doctors .

6.7 Starting the establishment and assessment of damages is not a recognition of the obligation to indemnify.

6.8 If payment of insurance indemnity to the insured or beneficiaries, it will be in euro or lei at the NBR exchange rate of the day on which it issued a receipt / bill, after no more than 15 days from the date of full documentation is presented to the Insurer by the Assistance Company or Insured, as appropriate.

6.9 The total value of payment in case of more cases of disability arising from the same accident shall be determined by summing up the different percentages in the table the percentages of compensation, but will not exceed the sum insured .

6.10 If the insured person is left-handed the above percentages for the various cases of disability of the limbs, left and right are reversed .

6.11 On its expense, the insurer shall have the right and opportunity to examine the insured person regarding the accident, injury or illness is the reason a claim, anytime it may be reasonably required in the period in which to analyze claims and to make an autopsy in case of death, if it is not prohibited by law .

6.12 If is not contacted by EUROP ASSISTANCE or does not exist documents to justify its failure in contacting the assistance company of an insured event, the insurer is not liable for any costs incurred.

6.13 In terms of any claims for total permanent disability, due to an accident in a transportation means, Insurer will not pay any compensation before a disability to be recognized as final and permanent by a physician approved by the insurer.

6.14 If the policyholder / insured person has already received compensation for disability caused by an accident, and later the same accident results in death of the insured person, any compensation paid in respect of compensation for disability caused by accidents will be deducted from the amount of indemnity due to death in the same accident.

6.15 If, for any of the risks covered in section 1 or 2 of Article. 4.1, have been paid compensation by GROUPAMA Insurance, up to the amount insured, the payment obligations cease to its insured those amounts already paid and for dependants. If the insured has received medical services for one of the risks covered by contract, in conditions of free for Insured/dependant, provided adequate amounts of these risks are reduced by the amount of services rendered.

7. OBLIGATIONS INSURED

7.1 Request for payment of indemnity insurance must be sent Insurer not later than 30 days after completing treatment or return to the country of the insured or on his death / return lifeless body.

7.2 The insured or the legal heirs are obliged to provide to the Insurer all information and documents necessary to establish the amount of insurance indemnity .

7.3 The insurance contract empowers the Insurer to obtain data from physicians treating medical history, health status and treatment, professional secrecy.

7.4 Insured, his relatives, legal representatives, have to consent to medical examination by doctors agreed by the Insurer.

7.5 Insured persons need to take all reasonable precautions, of a person responsible and prudent, to prevent production of accidents and to avoid the disease and will comply with all legal requirements and contractual provisions, as a condition of previous liability of the insurer.

7.6 Policyholder must be informed about mandatory vaccinations for the area where going to travel, and recommended as necessary by local authorities and carry out.

7.7 If non-compliance referred to in Art. 7.1-7.6 GROUPAMA insurance can refuse to pay indemnity insurance.

8. TERMINATION OF INSURANCE

8.1 Protection insurance ceases at the expiry date 24 credit card insurance.

8.2 Insurance protection ceases and the death of the insured.

8.3 If an illness or an accident while traveling abroad require treatment and after the period of insurance, Groupama Insurance will expand the indemnity with more than 15 calendar days, if the policyholder proves that the transport of normal residence in Romania / country of nationality / country of residence was not possible.

9. COMPETENT COURT

9.1 The conditions of this insurance is supplemented by statutory provisions to the extent not covered by this.

9.2 Misunderstandings arising from the interpretation and enforcement of insurance contract will settle amicably and where it is not possible, the dispute will be solved according to the legislation in force, by the competent courts in Romania.

10. FINAL PROVISIONS

10.1 The conditions of insurance are governed, it is interpret and completed by the legal provisions on Romania. Law applicable to the contract is Romanian law.

10.2 If necessary for the purpose and nature of the contract of insurance, there is the possibility for Contracting Parties to introduce, by mutual agreement, provisions other than those mentioned in these Conditions, they must be in accordance with the legislation in force.

10.3 Any litigation happening of or related to this contract, including the conclusion, execution or cancellation, will solve the amiably. If the parties do not reach to a compromise solution, the dispute will be submitted to the competent courts of Romania.

10.4 Force majeure exempt the contracting parties fulfilling their obligations under this contract, on the whole period in which it operates. Force majeure shall be ascertained by a competent authority. The fulfillment of the contract will be suspended during the period of validity of the force, but without prejudice to the rights of the Parties settled up to the appearance of it. Contracting party invoking force majeure is obligated to notify the other party immediately and in full, its production and to take any measures that are at your disposal for limitation of the consequences. If the force majeure acts or it is estimated that is a period of more than 6 months, each Party shall have the right to notify the other party or of the termination of this agreement, without any of the other party may claim damages.

10.5 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.

10.6 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.

10.7 The processing shall be carried out in accordance with the EU Regulation no. 679/2016 of the European Parliament and Council on the protection of physical persons in terms of processing of their personal data and the free circulation thereof and with Law no. 506/2004 on the processing of personal data and the protection of privacy within the field of electronic communications, upon observance of all the rights granted under the applicable legislation (the right to be informed, access right, right to amend data, right to erase data (the right to be forgotten), to right to restrain processing, data portability right, right to challenge such data, the right to data portability, the right to challenge such data, the right not to be subject to an automated decision, including profiling).

The most recent version of Notice on personal data processing can be consulted at any given moment of company website, by clicking on the following link: <https://www.groupama.ro/politica-de-confidentialitate>.

In case Insured deem that his rights have not been observed, he can give notice thereof by sending an e-mail at dpo@groupama.ro or to the National Authority for the Supervision and Processing of Personal Data