



TRAVEL ABROAD

INSURANCE

FOR THE CARDS ISSUED BY

**UNICREDIT TIRIAC BANK DATED BEFORE
01.01.2010**

SECTION 1 – SCHEDULE

- 1) Insured Persons: Insured Persons shall be all the cardholders of valid Debit Card/Credit Card MASTERCARD Gold or Credit Card MASTERCARD Miles&More or Debit Card VISA Gold/Silver issued by the Policyholder, not older than 65 years old on Policy Effective Date and who are travelling outside the territorial limits of Romania, country of citizenship and country of residence, not more than 60 consecutive days counted from the departure date, provided that any of the travel expenses for the respective trip are paid, before the trip starts, using the Debit Card/Credit Card MASTERCARD Gold or Credit Card MASTERCARD Miles&More or Debit Card VISA Gold/Silver.
- 2) Operative Time of Cover: For the purpose of this Policy, Operative Time of Cover shall be 24 hours from 24 coverage during trips outside the territorial limits of Romania, country of citizenship and country of residence, not more than 60 consecutive days counted from the departure date outside of the territorial limits of Romania, country of citizenship and country of residence, provided that any of the travel expenses for the respective trip are paid, before the trip starts, using the Debit Card/Credit Card MASTERCARD Gold or Credit Card MASTERCARD Miles&More or Debit Card VISA Gold/Silver. Travel expenses include the cost of air, bus or train ticket used to cross the border upon departure, or / and hotel. In case of travelling by car the travel expenses include fuel and/or hotel. Cover starts from the time when the Insured Person leaves the territorial limits of Romania, country of citizenship and country of residence, and ends when the Insured Person returns to the territorial limits of Romania, country of citizenship and country of residence, with the fulfilment of all terms and conditions of the present Policy.
- 3) Territoriality: World-wide, with exception of Romania, country of citizenship and country of residence of the Insured Person.

SUM INSURED PER BENEFIT

The amounts shown in the table below are the maximum Sums Insured for each Insured Person for the particular benefit shown, subject at all times to all the terms and conditions of the Policy and any limitations noted in the wording of each Section.

If no amount is inserted in the Sum Insured column against any benefit, the Policy does not provide cover under that benefit.

If no amount is inserted in the Deductible or Franchise rows against any benefit, no Deductible or Franchise will apply.

TABLE OF INSURED CASES

Coverage	Sums insured / insured person (in EUR)	
	MASTERCARD AND VISA GOLD CARDS AND CREDIT MILES & MORE CARDS	VISA Silver Cards
Death - Accident	EUR 40,000	EUR 20,000
Permanent Partial Disablement - Accident	EUR 40,000	EUR 20,000
Aggregate Limit of Indemnity per Insured Event per Policyholder		EUR 400,000
Emergency Medical Expenses - Accident & Sickness	Max. EUR 40,000	Max. EUR 20,000
• Deductible	EUR 50	EUR 50
24 hours World-wide Assistance Services:	Max. EUR 40,000*)	Max. EUR 20,000*)
• Telephone Medical Advice		
• Medical Service Provider Referral		
• Arrangements of Appointments with Doctors		
• Arrangements for Hospital Admission		
• Emergency Medical Transportation		
• Medical Repatriation		
• Body Repatriation	max. EUR 3,333	max. EUR 3,333
• Reimbursement of Coffin Expenses	max. EUR 1,333	max. EUR 1,333
• Legal Assistance following an Automobile Accident	max. EUR 1,333	max. EUR 667
• Bail Bond Advance following an Automobile Accident	max. EUR 3,000	max. EUR 1,500
Loss of Checked-In Baggage:	Max. EUR 1,000	Max. EUR 500
• Max per Checked-In Baggage	EUR 500	EUR 250
• Max. No. of Checked-In Baggage	2	2
• Max per Item from a Checked-In Baggage	EUR 100	EUR 350
Flight Delay (more than 6 hours)	EUR 333	EUR 167
Third Party Personal Liability (Bodily Injuries to Third Parties)	EUR 20,000	EUR 10,000

*) Maximum per claim shall be limited to EUR 40,000 and respectively to EUR 20,000 while still taking into respect the above mentioned limits per coverage

SECTION 2 – GENERAL CONDITIONS

- 1) This Policy shall be governed by the Laws of Romania whose courts alone shall have jurisdiction in any dispute arising hereunder.
- 2) This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by any or on behalf of the Insured Person of any material particular.
- 3) Insured Persons shall take all reasonable precautions to prevent accidents and to avoid illness and shall comply with all statutory requirements, as a condition precedent to the Company's liability hereunder.
- 4) Where the Insured Person is required in Terms of this Policy to perform any act or comply with any obligation timeous performance or compliance shall be a condition precedent to the Company's liability hereunder.
- 5) Prescription: according to the Romanian Law.

SECTION 3 – DEFINITIONS GENERALLY APPLICABLE

- 1) **Company:** CHARTIS Romania.
- 2) **TRAVEL Guard:** The assistance company authorised by the Company to act on its behalf outside the territorial limits of Romania.
- 3) **Sum Insured:** The amount of money stated in the Table of Benefits, or limited to the specific coverage details in any section of this Policy.
- 4) **Period of Insurance:** Shall mean the Operative Time of Cover stated in the Schedule, that commences after the Policy Effective Date and ends before the Policy Expiration Date.
- 5) **Eligible Person:** Any person holding a valid MASTERCARD GOLD Debit or Credit Card or Credit Miles & More Card or / and a VISA GOLD or SILVER Debit Card issued by the Policyholder aged 16 years or older and aged 65 years or younger at the time of the Policy Effective Date.
- 6) **Insured Person:** Any Eligible Person as stated on the Schedule with fulfilment of all terms and conditions of the present Policy.
- 7) **Insured Journey:** A trip outside the territorial limits of Romania, country of citizenship and country of residence, not more than 60 consecutive days counted from the departure date, providing that the travel expenses for the respective trip are paid using the MASTERCARD GOLD Debit or Credit Card and/or Credit Miles & More Card or / and VISA GOLD or SILVER Debit Card. Travel expenses include the cost of air, bus or train ticket used to cross the border upon departure and / or hotel. In case of travelling by car the travel expenses include fuel and/or hotel. The Insured Journey must have both its beginning and end within the Period of Insurance; in case in which it has only its beginning within the Period of Insurance the Insured Journey is covered by the present Policy only maximum up till the Policy Expiration Date, under the condition that it's not exceeding the 60 maximum number of consecutive days covered. If the Insured Person holds more than one valid Debit or Credit Card with the Policyholder and the travel expenses were paid using more than one Debit or Credit Card, the Company will provide cover only as per the Table of Benefits from Section 1 of the

type of Debit or Credit Card used to pay the travel expenses which has the highest coverages (for example, if the Insured Person holds a valid VISA GOLD Debit Card and also a valid VISA SILVER Debit Card issued by the Policyholder and he paid his travel expenses for the respective Insured Journey using both Debit Cards, he will be covered only under the coverages provided by the VISA GOLD Debit Card).

- 8) **Gold/Silver Debit / Credit or Credit Miles & More Card:** A valid MASTERCARD Gold Debit or Credit Card or a valid Credit Miles & More Card or a valid VISA GOLD or SILVER Debit Card issued by the Policyholder.
- 9) **Beneficiary:** In case of death of the Insured Person, the Beneficiary is, unless stipulated otherwise by the Policyholder, the surviving spouse/husband of the Insured Person, mentally capable and not divorced, followed by the children recognised or adopted followed by the legal heirs. For all other benefits, the Beneficiary is directly the provider of medical or legal services from abroad or the Policyholder under the condition of fulfilment of the respective provisions of the Section.
- 10) **Accident:** Event due to an fortuity, violent and external cause which can not be foreseen, occurred within the Period of Insurance and within the Operative Time of Cover and which causes bodily injuries which can be objectively established and endanger the life of the Insured Person or which results in death, permanent disablement or hospitalisation of the Insured Person.
- 11) **Bodily Injury:** Physical, external, accidental bodily injury occurring within the Period of Insurance and within the Operative Time of Cover suddenly in time and resulting solely and independently of any other cause or any physical defect or infirmity existing prior to the accident in death, permanent disablement or hospitalisation of an Insured Person.
- 12) **Sickness:** Any fortuitous somatic illness or sickness occurred within the Period of Insurance and within the Operative Time of Cover but excluding any sickness or illness which is, arises out of or is caused by a condition or defect for which medical treatment was recognised, advised, sought out, or should have reasonably sought out, or received at any time before the Period of Insurance.
- 13) **Insured Event:** An Accident, a Bodily Injury or a Sickness, according to the above mentioned definitions occurred within the Period of Insurance and within the Operative Time of Cover.
- 14) **Emergency Medical Expenses - Accident & Sickness:** Necessarily costs incurred outside the territorial limits of Romania, country of citizenship and country of residence of the Insured Person, covering the surgical, anaesthetic and other supervised medical treatment in a Hospital, prescribed to the Insured Person by a Physician as result of an Insured Event occurred within the period of the Insured Journey.
- 15) **Medical Treatment:** A Physician's medical advice, treatment, consultations, and prescribed or remedial attention to the Insured Person as result of an Insured Event occurred within the period of the Insured Journey.
- 16) **Physician:** A person currently legally licensed and registered to practise medicine other than an Insured Person under this Policy or a member of any Insured Person's immediate family.
- 17) **Hospital:** an establishment which:
 - a) holds a licence as a hospital; and
 - b) operates for the reception, care and treatment of sick ailing or injured persons as in-patients; and
 - c) provides organised facilities for diagnosis and medical and surgical treatment; and

- d) is not primarily a day clinic, clinic, rest or convalescent home or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.
- 18) **Date of Loss:**
- a) For Sickness shall be the first date of diagnosis or the date the Insured Person first became aware of the sickness.
 - b) For Accident shall be the date of the accident.
- 19) **Maximum Accumulation Limit:** Is the maximum amount payable by the Company in respect of any one Accident, irrespective of the number of Insured Persons involved in such accident. In the event that an Accident occurs which, ordinarily would mean that the Maximum Accumulation Limit is exceeded, the Maximum Accumulation Limit amount will be distributed evenly to all Insured Persons, taking into account the maximum sums insured per the respective section.
- 20) **Civil War:** Armed opposition between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition: armed rebellion, revolution, sedition, insurrection, Coup d' Etat, the consequences of Martial law.
- 21) **Foreign War:** Armed opposition, whether declared or not between two countries.
- 22) **War:** Shall mean war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
- 23) **Terrorism,** including any action taken in hindering or defending against an actual or expected incident of Terrorism. Terrorism means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy. Terrorism shall also include any act which is verified or recognized by the relevant Government as an act of terrorism.
- 24) **Deductible:** The amount stated on the Table of Benefits as a fixed amount that will be deducted by the Company from the total claim payment for a specific benefit.

SECTION 4 – GENERAL CLAIMS PROVISIONS

- 1) **Notice of any occurrence of an Insured Event must be given by the Insured Person to TRAVEL Guard immediately as possible on the telephone number +4 (021) 301.77.77 identifying himself (Policy number, full name, contact details and a short description of the event occurred).**
- 2) All certificates of insurance, information and evidence required by the Company shall be furnished at no expense to the Company and shall be in such form and of such nature as the Company may prescribe. When required by the Company, at its own expense, the Insured Person shall submit to medical examination in respect of any alleged claim that may give rise to a benefit being paid.
- 3) All declarations must contain:

- a) Policy number;
- b) The preliminary medical report describing the nature and extent of all injuries or sicknesses, and providing a precise diagnosis, and
- c) All invoices, bills, prescriptions, hospital certificates which will permit the Company to accurately determine the total amount of medical expenses incurred by the Insured Person, and
- d) In the case where another party was involved (e.g. a car collision), the names, contact details and if possible insurance coverage of the other party and any Police reports regarding the accident, and
- e) In the case of death, an official death certificates, and legal documents establishing the identity of any and all beneficiaries, and
- f) If an Accident:
 - i) Detailed circumstances of the accident and the names of any witnesses, and
 - ii) Any police reports concerning the accident, and
 - iii) The date a Physician was seen due to the Bodily Injury, and
 - iv) The Physician's contact details, or
- g) If a Sickness:
 - i) The date symptoms of the Sickness began, and
 - ii) The date a Physician was seen due to the Sickness, and
 - iii) The Physician's contact details.
- h) In case of occurrence of an Insured Event TRAVEL Guard has to be immediately contacted. In case in which TRAVEL Guard is not contacted and there are no proves that contact was not possible, the Company shall cover only the Emergency Medical Expenses paid by the Policyholder or by the Insured Person and only up till maximum EUR 100, under the condition that the event generating the respective expenses to be covered by the provision of the present Policy. To be reimbursed for the above mentioned amount all the documents regarding the claim must be forwarded to the Company within maximum 30 days from the date of return of the Insured Person from the respective Insured Journey; if not the Company declines liability regarding the claim occurred,**
 - i) The Policyholder has to certify that: the cardholder who forwarded the claim has a MASTERCARD GOLD Debit or Credit Card or/and Credit Miles & More Card or/and VISA GOLD or SILVER Debit Card with the Policyholder at the Date of Loss and this card was used to pay the cost of travelling outside the territorial limits of Romania, country of citizenship and country of residence. These things can be checked by TRAVEL Guard/Company.
 - j) In case in which the Insured Person is not notifying the event occurred to the Assistance Company TRAVEL Guard, the Company has to issue an answer within maximum 30 days; in case of acceptance of the maximum compensation of EUR 100, after the amount to be paid has been settled, the Company will pay within 15 days from the acceptance date,
 - k) In case in which the Insured Person notifies the event occurred to the Assistance Company TRAVEL Guard, TRAVEL Guard will guarantee on behalf of the Company the payment of the medical and/or legal services directly to the provider, under the terms and conditions of the present Policy.
- 4) The Company at its own expense shall have the right and opportunity to examine the Insured Person whose Accident, Bodily Injury or Sickness is the basis of a claim and as often as it may be reasonably required during the pendency of the claim and to make an autopsy in case of death, where it is not forbidden by law.
- 5) In respect of any disability claim, no benefit shall be payable before any disablement is recognised as definitive and permanent by a Physician appointed by the Company.
- 6) If at the time of loss, except in respect of Death-Accident or Disablement-Accident, there be any other insurance effected by or on behalf of the Policyholder and/or Insured Person

covering the same events insured within this Policy, the liability of the Company shall be limited to its rateable proportion of any such loss.

- 7) In the case where the Policyholder/Insured Person would have already received an indemnity under the Disablement from Accident benefit after which the same Accident would result in the Death of the respective Insured Person, any indemnities paid under the Disablement from the Accident benefit will be deducted from the indemnities due under the Death from the same Accident benefit.
- 8) Medical advice of a Physician shall be sought and followed promptly on the occurrence of any Accident, Bodily Injury or Sickness and the Company shall not be liable for any part of any claim which in the opinion of a physician appointed by the Company arises from the unreasonable or wilful neglect or failure of an Insured Person to seek and remain under the care of a physician.
- 9) In the event of the Company disclaiming liability in respect of any claim and an action or suit not being commenced within 3 months after such disclaimer or, in the case of an arbitration taking place, within 2 months after the arbitrator shall have made his award, all benefit under this Policy in respect of such claim shall be forfeited.
- 10) If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the statutory provisions in that behalf for the time being in force and the making of an award shall be a condition precedent to any liability for the Company to make any payment under this Policy.
- 11) If any claim under this Policy be in any respect fraudulent or intentionally exaggerated or if any fraudulent means or devices are used by the Insured Person or anyone acting on the Insured Person's behalf to obtain any benefit under this Policy all benefit hereunder shall be forfeited.
- 12) The payment of claims directly to the Policyholder (for maximum amount of EUR 100) will be effected by the Company at its headquarters in Romania.
- 13) No benefit shall be payable in respect of an Insured Person under more than one of the following coverages: death caused by an Accident or disablement caused by an Accident.
- 14) No sum payable under this Policy shall carry interest under any circumstances.
- 15) Benefit shall be payable only to the Policyholder, or following its specific written request to the Insured Person, his or her beneficiary, or the Insured Person's legal personal representatives, whose receipts shall effectual discharge the Company.
- 16) In the event of any payment under this policy, the Company shall be subrogated to all the Insured Person's rights of recovery thereof against any person or organisation and the Insured Person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured Person shall take no action after the loss to prejudice these rights.
- 17) No benefit shall be payable to an Insured Person under more than one CHARTIS Romania Accident & Health Insurance Policy in respect of the perils of Accidental Death and Disablement.

In the case where the Insured Person claims multiple indemnities as a result of having multiple CHARTIS Romania policies in force for the perils: Accidental Death and Disablement, the aggregate limit of the insurers indemnity payable to the insured person under all CHARTIS policies in force shall be the total limit of the Insurer's liability payable for Accidental Death and Disablement in the primary policy only. The primary policy shall be viewed as the Policy in force with the greater AD&D indemnity.

SECTION 5 – GENERAL EXCLUSIONS

The Company shall not be liable to pay any benefit in respect of any Insured Person:

- 1) for Accident, Bodily Injury or Sickness occasioned by Civil War, Foreign War, War, invasion, insurrection, revolution, use of military power or usurpation of government or military power,
- 2) for Accident, Bodily Injury or Sickness occasioned by or arising out of the intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act,
- 3) for Accident, Bodily Injury or Sickness occasioned by or arising out of any Terrorist Act,
- 4) for Accident, Bodily Injury or Sickness occasioned by or arising out of
 - the use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
 - the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - the release of pathogenic or poisonous biological or chemical materials.

However, the above only applies if 50 or more persons sustain death or serious physical injury within 90 days of the date of the incident causing the death or serious physical injury. For the purposes of this provision, serious physical injury means:

- (a) Physical injury that involves a substantial risk of death; or
 - (b) Protracted and obvious physical disfigurement; or
 - (c) Protracted loss of or impairment of the function of a bodily member or organ.
- 5) for Accident, Bodily Injury or Sickness caused or provoked intentionally by the Insured Person,
 - 6) for Accident, Bodily Injury or Sickness due to wilful or deliberate exposure to danger, (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt thereat, or arising out of non-adherence to medical advice,
 - 7) for Accident, Bodily Injury or Sickness sustained or suffered whilst the Insured Person is or as a result of the Insured Person being under the influence of alcohol or drugs or narcotics unless professionally administered by a Physician or unless professionally prescribed by and taken in accordance with the directions of a Physician,
 - 8) for Accident or Bodily Injury sustained whilst or as a result of participating in any sport as a professional player,
 - 9) for Accident or Bodily Injury sustained whilst or as a result of participating in any competition involving the utilisation of a motorised land, water or air vehicle,
 - 10) for Accident or Bodily Injury sustained whilst or as a result of riding or driving a motorcycle or motor scooter over 125 cc,
 - 11) for Accident or Bodily Injury whilst the Insured Person is travelling by air other than as a fare paying passenger on an aircraft registered to an airline company for the transport of paying passengers on regular and published scheduled routes,
 - 12) for Accident, Bodily Injury sustained whilst or as a result of participating in any criminal act,
 - 13) For Accident, Bodily Injury or Sickness resulting from pregnancy or at / after birth and for any Sickness of all female organs,
 - 14) for Accident, Bodily Injury or Sickness caused by or arising from the conditions commonly known as AIDS or HIV and/or any related illness or condition including derivatives or variations thereof howsoever acquired or caused. The onus shall always be upon the

- Insured Person to show that Bodily Injury or Sickness was not caused by or did not arise through AIDS or HIV,
- 15) for Accident, Bodily Injury or Sickness caused by or arising from or due to venereal or venereal related disease,
 - 16) for Accident or Bodily Injury sustained whilst or as a result of active participation in any violent labour disturbance, riot or civil commotion or public disorder,
 - 17) for Accident or Bodily Injury sustained whilst on service or on duty with or undergoing training with any military or police force, or militia or paramilitary organisation, notwithstanding that the Accident or Bodily Injury occurred whilst the Insured Person was on leave or not in uniform,
 - 18) for treatments for nervous or mental problems, whatever their classification, psychiatric or psychotic conditions, depression of any kind, or mental insanity; any psychoanalytical and psychological treatments, any emotional disorder,
 - 19) any pathological fracture,
 - 20) for cures of any kind and all stays in long term care institutions (retirement homes, convalescence centres, centres of detoxification etc.),
 - 21) for investigations, operations or treatment of a purely cosmetic nature, for plastic surgery with exception of the result of an Accident or Bodily Injury covered by the present terms and conditions; or for obesity; or undertaken to facilitate pregnancy or to cure impotence or to improve potency,
 - 22) for Accident or Bodily Injury sustained whilst or as a result of any active participation in any winter sports such as skiing, snowboarding, sliding, skating, fast skating or as a result of active participation in any hazardous sport such as parachuting, hanggliding, parasailing, off-piste skiing, bungee jumping, nautical skiing, rocks escalations, speology, scuba - diving, rafting, mountaineering, surfing etc,
 - 23) all treatments not prescribed by an authorised Physician,
 - 24) any Sickness, malformation or status of the Insured Person that prior to the period of the Insured Journey, (a) has manifested for the first time, worsened, it became acute, or symptoms occurred that would have determined a normal person to see a physician for diagnosis, to receive medical care or to get treatment, or (b) it was treated by a physician or the treatment was prescribed by a physician,
 - 25) experimental or investigative procedures,
 - 26) ophthalmological care, eye glasses, contact lenses, hearing aids, dental care and dentures, unless they are the direct consequence of a covered Accident,
 - 27) care provided by a homeopath, chiropractor or an osteopath,
 - 28) any medical investigation unless required by an Insured Event,
 - 29) vaccinations and their complications,
 - 30) any Emergency Medical Expenses / Insured Events occurred within the territorial limits of Romania, country of citizenship and country of residence and for any Emergency Medical Expenses / Insured Events occurred outside the territorial limits of Romania, country of citizenship and country of residence anytime before or after an Insured Journey,
 - 31) all periodic examinations for control or observation, whether they are relative or not to any Accident, Bodily Injury or Sickness existing before or after the effective date of the Insured Journey.
 - 32) any claims caused or resulting either directly or indirectly from the influence of alcohol, where it is shown that the blood /alcohol level is either equal or greater than 80mg per 100ml of blood, or it is otherwise apparent that the Insured Person was, at the time of the accident , under the influence of alcohol.

SECTION 6 – DEATH – ACCIDENT

If during the Insured Journey an Insured Person sustains an Accident which directly and independently of all other causes results within the same Insured Journey in Death, the Company agrees to pay to the Policyholder the compensation stated in the Schedule.

Specific Extensions:

Disappearance: In the event of the disappearance of the Insured Person, following a forced landing, stranding, sinking or wrecking of a conveyance in which such Insured Person was known to have been travelling as an occupant, it shall be deemed after 12 months, subject to all other terms and conditions of this Policy, that such Insured Person shall have died as the result of an accident. If at any time, after the payment of the accidental death benefit, it is discovered that the Insured Person is still alive, all payments shall be reimbursed in full to the Company.

SECTION 7 – PERMANENT PARTIAL DISABLEMENT – ACCIDENT

If during the Insured Journey an Insured Person sustains an Accident which directly and independently of all other causes results within twelve calendar months of the Accident in Disability as specified in this Section, the Company agrees to pay to the Policyholder the compensation stated in the Table of Benefits, up till the maximum amount of the Sum Insured stated at Section 1.

Table of Benefits

The Disablement	
Total loss of sight of both eyes	100 %
Total incurable insanity	100 %
Total loss of both arms or both hands	100 %
Complete deafness of both ears, of traumatic origin	100 %
Removal of the lower jaw	100 %
Total loss of speech	100 %
Total loss of one arm and one leg	100 %
Total loss of one arm and one foot	100 %
Total loss of one hand and one foot	100 %
Total loss of one hand and one leg	100 %
Total loss of both legs	100 %
Total loss of both feet	100 %
Loss of osseous substance of the skull in all its thickness:	
- surface of at least 6 sq. cm	40 %
- surface of 3 to 6 sq. cm	20 %
- surface less than 3 sq. cm	10 %

Partial removal of the lower jaw, rising section in its entirety or half of the maxillary bone	40 %	
Total loss of one eye	40 %	
Complete deafness of one ear	30 %	
	RIGHT	LEFT
Loss of one arm or one hand	60 %	50 %
Considerable loss of osseous substance of the arm(definite and incurable lesion)	50 %	40 %
Total paralysis of the upper limb(incurable lesion of the nerves)	65 %	55 %
Total paralysis of the circumflex nerve	20 %	15 %
Shoulder ankylosis	40 %	30 %
Elbow ankylosis in favourable position(15 degrees round the right angle)	25 %	20 %
Elbow ankylosis in unfavourable position	40 %	35 %
Extensive loss of osseous substance of the two bones of the forearm (definitive and incurable lesion)	40 %	30 %
Total paralysis of the median nerve	45 %	35 %
Total paralysis of the radial nerve at the torsion cradle	40 %	35 %
Total paralysis of the forearm radial nerve	30 %	25 %
Total paralysis of the hand radial nerve	20 %	15 %
Total paralysis of the cubital nerve	30 %	25 %
Ankylosis of the wrist in favourable position (straight and in pronation)	20 %	15 %
Ankylosis of the wrist in unfavourable position (flexion or strained extension or supine position)	30 %	25 %
Total loss of thumb	20 %	15 %
Partial loss of thumb (ungual phalanx)	10 %	5%
Total ankylosis of thumb	20 %	15 %
Total amputation of forefinger	15 %	10 %
Total loss of two phalanxes of forefinger	10 %	8 %
Total loss of the unguial phalanx of forefinger	5 %	3 %
Simultaneous amputation of thumb and forefinger	35 %	25 %
Total loss of thumb and a finger other than forefinger	25 %	20 %
Total loss of two fingers other than thumb and forefinger	12 %	8 %
Total loss of three fingers other than thumb and forefinger	20 %	15 %
Total loss of four fingers including thumb	45 %	40 %
Total loss of four fingers excluding thumb	40 %	35 %
Total loss of the median finger	10 %	8 %
Total loss of a finger other than thumb, forefinger and median	7 %	3 %
Total loss of thigh (upper half)	60 %	
Total loss of thigh (lower half) and leg	50 %	
Total loss of foot (tibio-tarsal disarticulation)	45 %	
Partial loss of foot (sub-ankle-bone disarticulation)	40 %	
Partial loss of foot (medio-tarsal disarticulation)	35 %	
Partial loss of foot (tarso-metatarsal disarticulation)	30 %	
Total paralysis of lower limb (incurable nerve lesion)	60 %	
Complete paralysis of the external popliteal sciatic nerve	30 %	
Complete paralysis of the internal popliteal sciatic nerve	20 %	
Complete paralysis of two nerves (popliteal sciatic external and internal)	40 %	
Ankylosis of the hip	40 %	

Anchylosis of the knee	20 %
Loss of osseous substance from the thigh or both bones of the leg (incurable condition)	60 %
Loss of osseous substance of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg	40 %
Loss of osseous substance of the knee-pan while the movements are preserved	20 %
Shortening of the lower limb by at least 5 cm	30 %
Shortening of the lower limb by 3 to 5 cm	20 %
Shortening of the lower limb by 1 to 3 cm	10 %
Total amputation of all the toes	25 %
Amputation of four toes including big toe	20 %
Total loss of four toes	10 %
Total loss of the big toe	10 %
Total loss of two toes	5 %
Amputation of one toe other than the big toe	3 %

Specific Definitions:

- 1) Loss: Loss used with reference to hand, foot, arm or leg shall mean the loss by physical severance or the total and permanent loss of use of said member.
- 2) Loss of hearing: shall mean the total and irrecoverable loss of hearing.
- 3) Loss of speech: shall mean the total and irrecoverable loss of speech.
- 4) Loss of eye: shall mean the total and irrecoverable loss of sight. This is considered to have occurred if the degree of sight remaining after correction is 3 / 60 or less on the Snellen Scale.

Specific Conditions:

- 1) Cover shall terminate for an Insured Person under this section upon payment of a benefit equal to the Total Sum Insured.
- 2) The total amount payable in respect of more than one disablement due to the same accident is arrived at by adding together the various percentages shown in the Table of Benefits, but shall not exceed the Total Sum Insured. If the total of the various percentages is equal to, or less than the franchise, as shown in the Schedule, no benefit shall be payable.

Specific Provisions:

- 1) Anchylosis of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall only entitle to 50 % of the compensation that would be due for the loss of the said members.
- 2) If the Insured Person is left-handed and has specifically mentioned this in a proposal form or is officially recognised as such, the percentages set out above for the various disablement of the left and right limbs will be transposed.
- 3) Any permanent disability not mentioned above shall be compensated at the complete discretion of the Company taking into consideration the nature of the injury in conjunction with the stated compensation percentages for more specific injuries shown in the Table of Benefits.

SECTION 8 – EMERGENCY MEDICAL EXPENSES – ACCIDENT & SICKNESS

If, during the Insured Journey, an Insured Person sustains an Accident, Bodily Injury or a Sickness, the Company will cover the necessary usual and reasonable Emergency Medical Expenses incurred immediately after the Insured Event and within the Insured Journey, in excess of the Deductible if applicable, up to the maximum Sum Insured stated in the Schedule, subject to all the terms and conditions of this Policy.

Specific Conditions:

- 1) Emergency Medical Expenses shall include and be limited to the following services:
 - a) Charges for semi-private Hospital room and board, use of the operating room, emergency room, and Ambulatory Medical Centre,
 - b) Fees of Physicians,
 - c) Medical Expenses, in or out of hospital, including: laboratory tests, ambulance service (to or from the Hospital), prescription medicines or drugs, therapeutics, anaesthetics (including administration of anaesthetics), transfusions, artificial limbs or eyes (excluding repair or replacement of these items), x-rays, prosthetic appliances.
 - d) Charges for a Registered Nurse.
- 2) Emergency Medical Expenses maximum covered by the present Policy as stated within the Table of Benefits from the Schedule shall be excess of all other valid and collectible insurance.

Specific Definitions:

- 1) Ambulatory Medical Centre: means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.
- 2) Necessary usual and reasonable Emergency Medical Expenses: means fees and prices generally charged in the locality where performed for medically necessary services and supplies required for treatment of cases of comparable severity and nature, but not to include charges that would not have been made if no insurance existed.

Specific Exclusions:

The Company shall not be liable to pay any benefit in respect of any Insured Person for:

- 1) any Emergency Medical Expenses incurred where an Insured Journey is undertaken against the advice of a qualified licensed medical practitioner;
- 2) any Emergency Medical Expenses incurred when the specific purpose of the Insured Journey is to receive medical treatment or advice;
- 3) any Emergency Medical Expenses incurred within the territorial limits of Romania, of country of residence and of country of citizenship;
- 4) any medical treatment, drugs or medicines, prescribed or applied, before the period of Insured Journey;
- 5) any dental work with exception of those as result of an covered Accident.

In case of occurrence of an Insured Event TRAVEL Guard has to be immediately contacted. In case in which TRAVEL Guard is not contacted and there are no proves that contact was not possible, the Company shall cover only the Emergency Medical Expenses paid by the Policyholder or by the Insured Person and only up till maximum EUR 100, under the condition that the event generating the respective expenses to be covered by the provision of the present Policy.

SECTION 9 – ASSISTANCE SERVICES

If, during the Insured Journey, an Insured Person sustains an Accident, a Bodily Injury or a Sickness, TRAVEL Guard, acting of behalf of the Company, will organise and implement the necessary coverages stated in the Table of Benefits up to the maximum Sum Insured, using the means and services best adapted to the physical condition of the Insured Person.

Specific Conditions:

- 1) Only TRAVEL Guard will be authorised to intervene on behalf of the Company; consequently, contact must be made with TRAVEL Guard in the event of a claim.
In case in which TRAVEL Guard is not contacted and there are no proves that contact was not possible, the Company declines liability regarding the claim occurred.
- 2) The decision on the most appropriate means and timing belongs to TRAVEL Guard.
- 3) TRAVEL Guard or the Company is not committed to reimburse any expense for evacuation and / or repatriation made without the authority of TRAVEL Guard.
- 4) TRAVEL Guard is the one that decides the repatriation of the Insured Person hospitalised outside of the territorial limits of Romania, country of citizenship and country of residence when this is a justified decision and the condition of the Insured Person permits it; after the Insured Persons is repatriated within the territorial limits of Romania, country of citizenship and country of residence the liability of the Company of covering any medical or assistance expenses occurred after the moment of repatriation ceases.
- 5) If the Insured Person denial to accept the medical repatriation proposed by TRAVEL Guard will mean the cease of the obligations of the Company to pay any medical or assistance expenses occurred immediately after that moment.

Specific Definition:

- 1) Coffin: means an average coffin in conformity with international rules.

Description of Coverages:

- 1) **Medical Assistance** in the event of Accident, Bodily Injury or Sickness covered by the terms and conditions of the present Policy:
 - 1.1. Telephone Medical Advice: TRAVEL Guard will assist the Insured Person by arranging for the provision of medical advice over the telephone.
 - 1.2. Medical Service Provider Referral: TRAVEL Guard will provide the Insured Person with information about physicians, hospitals, clinics world-wide, for the place where the Insured Person is on that moment.
 - 1.3. Arrangement of Appointments with Doctors: TRAVEL Guard will assist the Insured Person by arranging for an appointment with general practitioners or specialised doctors, if medically necessary.
 - 1.4. Arrangement for Hospital Admission: If the condition of the Insured Person is of such gravity that, in TRAVEL Guard's opinion, has to be hospitalised, TRAVEL Guard will assist the Insured Person by arranging for hospital admissions.
- 2) **Emergency Medical Transportation:** In the event of Accident, Bodily Injury or Sickness covered by the terms and conditions of the present Policy which warrants hospitalisation, TRAVEL Guard will assist the Insured Person by arranging for any required emergency medical transportation, as TRAVEL Guard in its sole discretion will decide, by any appropriate air and/or surface transportation available to TRAVEL Guard including medical care during medical transportation, communications and all usual ancillary charges incurred in moving the Insured Person to the nearest medical facility that is adequately equipped to treat the Insured Person. Only the medical authorities of TRAVEL Guard, in conjunction with the local attending medical practitioner, will decide which means of medical transport and medical centre are the most appropriate to the Insured Person's current medical condition. The Company will pay the necessary usual and reasonable expenses up to the maximum amount shown in the Table of Benefits for expenses incurred if Accident, Bodily Injury or Sickness occurs during the course of an Insured Journey and results in an Insured Person's necessary Emergency Medical Transportation. An Emergency Medical Transportation must be ordered by TRAVEL Guard or a Physician who certifies that the severity or the nature of such person's Accident, Bodily Injury or Sickness warrants such person's emergency medical transportation. Covered expenses are those for transportation and medical treatment, including medical services and medical supplies necessarily incurred in connection with an Insured Person's Emergency Medical Transportation. All transportation arrangements made for evacuating such person must be by the most direct and economical route possible. Expenses for transportation must be: (a) recommended by the attending Physician; (b) required by the standard regulations of the conveyance transporting such person; and (c) arranged and authorised in advance by TRAVEL Guard.
- 3) **Medical Repatriation:** After hospitalisation or treatment, if the Insured Person is unable to continue his/her journey, TRAVEL Guard, in conjunction with the local attending Physician and/or the Insured Person's habitual doctor, will organise the Insured Person's return to Romania, country of citizenship and country of residence. If the gravity of the situation so dictates, TRAVEL Guard will provide that appropriate medical authorities accompany the Insured Person during the return journey. In case if medical authorities of TRAVEL Guard and the local attending medical practitioner consider Insured Person to be available for medical repatriation from the medical point of view, but the Insured Person refuses it, the Company will not be liable for any medical and repatriation expenses incurred after the date of possible medial repatriation. The Company will pay the necessary usual and reasonable expenses up to the maximum shown in the Table of Benefits for covered

expenses incurred if Accident, Bodily Injury or Sickness occurs during the course of an Insured Journey and results in an Insured Person's necessary Medical Repatriation. Covered expenses are those for transportation and medical treatment, including medical services and medical supplies necessarily incurred in connection with an Insured Person's Medical Repatriation. All transportation arrangements made for repatriating such person must be by the most direct and economical route possible. Expenses for transportation must be: (a) recommended by the attending Physician; (b) required by the standard regulations of the conveyance transporting such person; and (c) arranged and authorised in advance by TRAVEL Guard.

- 4) **Body Repatriation:** If during an Insured Journey an Insured Person suffers an Accident covered by the terms and conditions of the present Policy and dies within the period of the same Insured Journey as result of the respective Accident, TRAVEL Guard organise and pay for, up to the maximum amount stated in the Table of Benefits, the repatriation of the corpse of the Insured Person to Romania, country of citizenship and country of residence.
- 5) **Reimbursement of Coffin:** If an Insured Person dies during the Insured Journey as result of an Accident covered under the terms and conditions of the present Policy and the local regulations require that the corpse be transported in a Coffin, TRAVEL Guard will organise and pay for the purchase of such Coffin up to the maximum amount stated in the Table of Benefits.
- 6) **Legal Assistance** following an Automobile Accident: If an Insured Person is arrested or is in danger of being arrested as the result of in an automobile accident during the Insured Journey, TRAVEL Guard will organise any necessary legal assistance and reimburse for any such legal assistance expenses incurred as a result of the accident up to the maximum amount stated in the Table of Benefits.
- 7) **Bail Bond Advance** following an Automobile Accident: If an Insured Person is involved in an automobile accident during the Insured Journey and the Insured Person is arrested or in danger of being arrested, TRAVEL Guard will advance money for the necessary bail bond up to the maximum amount stated in the Table of Benefits. The Insured Person must reimburse TRAVEL Guard within 30 days this advance or earlier if the Insured Person recovers the bail bond from the concerned local authorities.

SECTION 10 – LOSS OF CHECKED-IN BAGGAGE

If, during the Insured Journey, the Checked-In Baggage (only for the aviation transport) owned by the Insured Person is damaged or lost, the Company will reimburse the Policyholder with the cost of replacement of the articles for an amount in excess of the deductible and up to the maximum Sum Insured stated in the Table of Benefits, subject to the per bag and per item limitations.

Specific Conditions:

- 1) All claims will be subject to the Company at its own discretion assessing the value of the claim based on the age and estimated wear and tear of the article that forms the basis of the claim.
- 2) Losses will be limited to the maximum Sum Insured stated in the Table of Benefits, with the respective limits per checked-in baggage and per item from an checked-in baggage.

Specific Exclusions:

The Company shall not be liable to pay any benefit in respect of any Insured Person for:

- 1) loss of cash, bank or currency notes, checks, postal orders, travellers checks, travel, tickets, securities of any kind, petrol or other coupons,
- 2) mechanical or electrical breakdown or derangement or breakage of fragile or brittle articles, or damage caused by such breakage unless caused by fire or by accident to the conveying vehicle or,
- 3) destruction or damage due to wear and tear, moth or vermin,
- 4) baggage, clothing and personal effects despatched as unaccompanied baggage,
- 5) theft from a motor vehicle unless the property is securely locked in the boot and entry to such vehicle is gained by visible, violent and forcible means,
- 6) loss or damage to sports equipment whilst in use, contact lenses, samples, tools,
- 7) any jewellery,
- 8) for loss, destruction, or damage due to delay, confiscation or detention by order of any government or public authority,
- 9) for loss, destruction or damage directly occasioned by pressure waves, caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- 10) for loss, destruction or damage caused by any process of cleaning, dyeing, repairing or restoring,
- 11) for loss, destruction, or damage caused by atmospheric or climatic conditions or any other gradually deteriorating cause,
- 12) a claim involving animals,
- 13) vehicles or other accessories,
- 14) for any loss that is not reported either to the appropriate police authority or transport carrier within twenty four (24) hours of discovery; if the carrier is an airline the property irregularity report is compulsory to be obtained within max. 24 hours,
- 15) baggage sent under an airway-bill or bill of lading,
- 16) computer equipment, cameras, musical instruments, radios and portable radio/cassette/compact disc players,
- 17) contact lenses, glasses, hearing aids or bridges for a tooth or teeth.

Specific Claims Provisions:

In the event of a claim the Insured Person must give immediate written notice:

- 1) To the relevant carrier in the event of loss or damage in transit.
- 2) To the relevant police authority in the event of loss or theft.
- 3) A copy of the relevant carrier or police report must be submitted when a claim is made.
- 4) Carrier or police reports must be obtained in the area where the loss occurred.
- 5) In the event of loss by a carrier, original tickets and baggage slips must be retained by the Insured Person and submitted when a claim is made.
- 6) Benefits for baggage will be in excess of all other valid and collectible insurance, including any payments made by a Common Carrier. If at the time of the occurrence of any loss there is other valid and collectible insurance in place, the Company will be liable only for the excess of the amount of loss, over the amount of such other insurance, and any applicable deductible.
- 7) Original purchase receipts are required in the event of claims regarding goods purchased during the journey.
- 8) A pair of skis, ski boots and accessories shall be regarded as one item.
- 9) In respect of jewellery claims, original or certified copies of valuation certificates issued prior to the commencement of the Period of Insurance must be submitted when a claim is made.
- 10) Bottles of perfume, after shave, and make up shall together be regarded as one item.
- 11) The equipment and accessories of any sport that an Insured Person takes on a trip shall be regarded as one item.

SECTION 11 – FLIGHT DELAY

If during the Insured Journey, the flight that the Insured Person is due to travel is delayed in excess of the deductible, the Company agrees to reimburse up to the amount stated in the Schedule per hour, or up to the Total Sum Insured, whichever is the lesser, for essential purchases, such as meals, refreshments or other related expenses directly resulting from the:

- a) delay or cancellation of his/her booked and confirmed flight;
- b) denial of boarding due to overbooking on his/her booked and confirmed flight;
- c) late arrival of his/her connecting flight causing him/her to miss his/her onward connection;
- d) or a late arrival (of more than 1 hour) of public transport causing him/her to miss the flight;

Specific Claims Provisions:

All claims must be submitted in writing to the Company by the Insured Person, or his/her legal representative and all information, documents, and evidence required by the Company shall be furnished at no expense to the Company and shall be in such form and of such nature as the Company may prescribe. All claims must be reported to the Company within 21 days of a delay occurring, and must contain:

- a) detailed circumstances of the delay;

- b) a copy of declaration of delay made by the public transport company (other than an airline);
- c) all receipts, all invoices serving as roof of purchases made in connection with the flight delay, as well as proof of the delay and the flight number and place where the delay occurred.

Specific Exclusions:

The Company shall not be liable for any claim:

- 1) arising or as the result of a chartered flight, unless such flight is registered in the international data system;
- 2) if comparable alternative transport has been made available within 6 hours after scheduled departure time or within 6 hours of an actual connecting flight arrival time;
- 3) if an Insured Person fails to check-in according to the itinerary supplied, unless it is due to a strike;
- 4) if the delay is due to a strike or industrial action existing or announced before the start of the journey;
- 5) if the delay is due to withdrawal of aircraft from service by any civil aviation authority of which notice had been given before the start of the journey.

SECTION 12 THIRD PARTY PERSONAL LIABILITY

Medical Payments to Others

If during the Insured Journey a claim is made or a suit brought against an Insured Person for Medical Expenses as the result of an accident caused by the Insured Person and resulting in Bodily Injury to another person, the Company agrees to pay to the Policyholder the compensation stated in the Table of Benefits up to the maximum Sum Insured for the damages that the Insured Person is legally liable.

Specific Definitions:

- 1) **Medical Expenses:** shall mean reasonable charges for medical, surgical, X-ray, dental, ambulance, Hospital, professional nursing, prosthetic devices and funeral services.

Specific Exclusions:

The Company will not be liable for any claims caused by or resulting either directly or indirectly from:

- 1) liability which is expected by or intended for an Insured Person;
- 2) liability arising out of or in connection with a Business engaged in by an Insured Person. This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the Business;

- 3) liability arising out of the rental or holding for rental of any part of any premises by an Insured Person;
- 4) liability arising out of the rendering of or failure to render professional services;
- 5) liability arising out of a premises, water craft or aircraft that is owned by, rented to or rented by an Insured Person;
- 6) liability arising out of the ownership, maintenance, use, loading or unloading of motor vehicles, all other motorised land conveyances, water craft or aircraft;
- 7) liability arising out of the transmission of a communicable disease by an Insured Person;
- 8) liability arising out of sexual molestation, corporal punishment, or physical or mental abuse;
- 9) liability arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a controlled substance or contraband as defined by the appropriate authority or the Federal Food and Drug agency;
- 10) liability under any contract or agreement;
- 11) Property Damage to property owned by an Insured Person;
- 12) Property Damage to property rented to, occupied, or used by or in the care of an Insured Person;
- 13) Bodily Injury to any person eligible to receive any benefits voluntarily provided or required to be provided by an Insured Person under any worker's compensation law, non-occupational disability law or occupational diseases law; or
- 14) Suits arising from any family member or travelling companion or family member of a travelling companion against an Insured Person.

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