

GENERAL TERMS AND CONDITIONS

(GTC)

Valid from 01.07.2020

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Vienna Commercial Court, C commercial register FN 100329 v, Data processing register no. 0 465798, Company identification no. AT U 15366609

Supervisory authority: Autorité de contrôle prudentiel (ACP), 61, rue Taitbout, 75436 Paris Cedex 09

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Important: These insurance conditions in English are for information purposes only. Only the current insurance conditions in the Romanian language version are an integral part of the contract. Romanian only will be used to make claims, to issue the policy, to process claims, etc.

Only those parts of the insurance conditions apply, which correspond to the relevant range of services of the chosen insurance package.

All information about the content of the different products is mentioned in the Mondial Assistance Brochure or the special product description documents you received from your travel agent, your tour operator or your broker

Applicable law and place of jurisdiction: Any dispute or claim arising out of or in connection with the insurance contract shall be governed by the law of Romania. The place of jurisdiction is Bucharest.

A. Definitions

Insurer: AWP P & C S.A., Branch office for Austria, having the identification data referred to in the title of these General Conditions of Insurance.

Insured / Insured Person: the natural person, nominated in the insurance policy, insured under the insurance contract for the risks provided by these General Conditions of Insurance.

Disease/ Illness/ Acute Disorder: symptomatology installed all of a sudden or with a short-term evolution, which, after an appropriate short-term treatment, leads to complete healing.

Chronic disease/ disorder: A disease that has at least one of the following characteristics: it is permanent; it determines a degree of residual disability; there is a high probability of recurrence; is caused by an irreversible pathological change; is likely to generate the need for long-term medical surveillance.

Pre-existing medical condition: any injury, illness, disease, disability, medical condition or the consequences of such, as well as any pathological or medical manifestation resulting from a disease or accident occurring prior to the date of entry into force of the insurance contract for which - within a period of two years prior to the booking of the trip - the Insured: has been diagnosed, or has requested, received or followed treatment/medical services, or knew of its existence, or showed objective signs/symptoms/manifestations that were recorded in medical records issued by a physician or a medical unit.

Mondial Assistance Brochure: - explicit information and guidance document for insured persons containing full information on Insurance Packages and their components (details of the services included), General Insurance Conditions, insurance periods and insurance premium rates;

Insurance scope: the territory in which the insurance is valid:

Europe - "": Europe in the geographical sense, incl. the Mediterranean States, Madeira, Canary Islands and the Azores: The following states and regions: Albania, Algeria, Andorra, Austria, Balearic Islands, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Czech Republic, Ceuta (Spanish city on the coast of North Africa), Cyprus, West Bank, Croatia, Denmark, Egypt, Switzerland, Estonia, the Russian Federation, Finland, France (without the overseas regions), Franz Joseph Land (group of islands in the Northern part of the Atlantic Ocean), Gaza Strip, Georgia, Germany, Gibraltar, Greece, Ireland, Northern Ireland, Island, Israel, Italy, Jan Mayen Island (Norway), Bear Island (Norway), the Azores, Isle of Man, Canary Islands, the Faeroe Islands without Greenland, Shetland Islands, Latvia, Lebanon, Libya, Liechtenstein, Lithuania, Luxembourg, Madeira, Macedonia, Great Britain, Malta, Morocco (excluding the Western Sahara), Melilla (Spanish city on the coast of North Africa), Republic of Moldova, Monaco, Montenegro, Norway, the Netherlands, Orkney (Scottish Archipelago), Golan Plateau, Poland, Portugal, Romania, San Marino, Serbia, Syria, Slovakia, Slovenia, Spain, Spitzbergen (group of islands administered by Norwegian), Vatican City, Sweden, Tunisia, Turkey, Hungary.

Worldwide excluding USA/Canada: - all countries of the world (excluding USA, Canada, North Korea).

Worldwide including USA/Canada: - all countries of the world (excluding North Korea).

Insured event: future, uncertain event, whose occurrence results in the rise of the right of indemnification of the Insured person, under these General Insurance Conditions.

Elementary event: Event occurring as a result of natural disasters such as floods, storms, hail, avalanches, snow, stone falls, landslides.

Insurance indemnity/ Indemnification / Compensation: the amount of money payable by the Insurer to the Insured, in the event of occurrence of an insured risk according to the General Insurance Conditions.

Invalidity: permanent bodily damage characterized by morpho-functional modifications, reduction of physical, psycho-sensory or intellectual potential, occurring within one year of the accident and not susceptible to improvement;

Agent: The natural or legal person mandated by the Insurer to issue insurance policies in the name and on behalf of the Insurer according to these General Insurance Conditions.

Insurance Package: Insurance product identified by a commercial name (E.g.: Multitrip, Longtrip, Classic, Premium, Winter Sports, Storno, Travel, Auto Assistance etc.) and mentioned in the insurance policy, composed of coverages extracted selectively or in full, from several lines of insurance, additional coverages and/or special exclusions, mentioned on an itemized basis in the Mondial Assistance Brochure, valid on the date of conclusion of the insurance;

Only the coverages included in the Insurance Package chosen and mentioned in the policy apply.
Insurance premium: the single amount of the money, the price of the Insurance Package, due by the Insured/Contractor, to the Insurer.

Insurance range: type of insurance, part of these General Conditions of Insurance. The Lines of insurance included in these General Conditions of Insurance are: travel cancellation insurance, travel interruption insurance, special regime return insurance, special regime travel insurance, health and accident insurance, travel luggage insurance, delayed travel insurance, private civil liability insurance for travels, support services, home support services, road support on the territory of Europe.

Reservation: the first letter (with the earliest date) or electronic registration of the insured person by a travel service provider (accommodation/transport facility/event organization etc.) or within the reservation system of a tour operator, for the purchase of the touristic services that the insurance is concluded for, regardless of the date when the payment for such is undertaken or made.

Insured amount: the maximum limit for the indemnification value indicated in the Insurance Package.

Damaged third party: person entitled to receive the insurance indemnity for the damage suffered as a result of the engagement of the civil liability of the Insured.

Epidemic: A contagious disease that spreads rapidly and widely among the population in an area and which is recognized as an epidemic by the World Health Organization (WHO) or a local authority in Austria.

Pandemic: An epidemic that spreads among the population in many countries or continents and which is recognized as a pandemic by the World Health Organization (WHO).

Quarantine: Mandatory confinement, imposed on the insured person by order of a government or authority because the insured person is suffering from a contagious disease (including an epidemic or pandemic disease such as Covid-19) or because the insured person is suspected of having contracted such a disease. This does not include quarantine which applies generally or to part or all of the population, a vessel or a geographical area, or which applies on the basis of the place to which the person is travelling, from or through which he is travelling.

General conditions for all lines of insurance

I Insured events

The insured events in the individual insurance lines are listed exhaustively. An extension analogously to similar events not listed shall be excluded.

II Agents

No agent is authorized to make oral or written auxiliary agreements to provide insurance cover that varies from the general and additional insurance conditions or to make an assessment of facts that is binding for the insurer. Additional conditions or variations are only valid if they are set out in writing and produced by the insurer on behalf of the company.

1. Insured persons

1.1 The persons designated in the policy provided that, at the time the insurance was taken out they have had their regular place of residence in Romania, Switzerland, Liechtenstein or a State of the European Union (EU) for at least six months.

For purchasing a policy with a validity period of more than 4 months, a residence in Romania is a precondition.

"Family": includes a maximum of 2 adults and 5 children up to the age of 21, regardless of the degree of relationship.

"Family" for the annual products: includes a maximum of 2 adults and 5 children up to the age of 21, regardless of the degree of relationship, living in the same household. For parents and their biological children, living in the same household is not a precondition. Unborn children cannot be registered as insured persons.

2. Insurance period

2.1. Line of insurance - Cancellation cover

Insurance cover starts when the insurance policy is taken out and ends with commencement of travel.

The insurance policy must be taken out and the premium paid for insurance packages containing cancellation insurance cover on the day travel is booked or max. 3 working days after booking the travel. If the policy is taken out at a later date, only events are insured which take place after the 10th day following purchase of the policy (exception: accident, death, elementary event). In case the travel is booked less than 30 days prior to departure, the insurance policy must be purchased not later than 3 days after booking the travel.

2.2. In the other lines of insurance the insurance cover only comes into force if the insurance is issued and the premium is paid before the start of travel and lasts from the time of commencement of travel known at the time the cover was taken out until the end of the period of travel but up to a maximum travel duration selected with the insurance tariff. If the date the policy is taken out and the start of insurance are identical, insurance cover will start at 0.00 hours on the following day.

3. Scope of insurance

The agreed scope of validity, resp. outside of the place of residence or work.

Foreign travel health Insurance and Assistance Benefits guarantee coverage only abroad/out of the country of residence or work.

No insurance cover is provided for North Korea.

4. Insurance sum

The insurance sum of the respective line of insurance limits all benefits for insured events which occur during the insurance term.

If the insurance cover applies to more than one trip, the respective insurance sum represents the max. cover for all occurrences of damage overall within a line of insurance (cancellation cover, luggage, treatment costs, etc.) for the duration of the term of insurance (exception: Annual Travel Cover).

5. Claims against third parties

All insurance benefits are subsidiary, i.e. they will only be paid unless they cannot be reimbursed from other existing cover (e.g. private or social insurance policies).

6. Events that are not insured / exclusions

In addition to the general exclusions from insurance cover listed below, special exclusions also exist in the respective lines of insurance.

6.1. No insurance cover exists for events which have been caused as follows:

- 6.1.1.As a result of deliberate or grossly negligent acts by the insured;
- 6.1.2.Directly or indirectly in connection with unrest, war events or terrorism of any kind;
- 6.1.3.As a result of a strike;
- 6.1.4.Through violence resulting from a public meeting or demonstration, if the insured has been an active participant;
- 6.1.5.As a result of the suicide or attempted suicide initiated by the insured;
- 6.1.6.Resulting from orders by the authorities;
- 6.1.7.Directly or indirectly as a result of the influence of ionizing radiation as defined by the current version of the Radiation Protection Law or nuclear energy;
- 6.1.8.The insured is suffering from impairment caused by alcohol, addictive drugs or medicine or if a prescribed course of treatment has not been followed;
- 6.1.9.The claim is caused by motor sports competitions (time trials and rallies) and training associated with these events;
- 6.1.10.Conditions that were already in existence or were expected at the time the insurance was taken, respectively the trip was booked or at the time the journey was started; this also applies to pre-existing medical conditions.
- 6.1.11.Occurred as a result of epidemics and pandemics; Cover exists in the context of epidemics and pandemics exclusively within the framework of the provisions specified in the areas of cancellation cover, trip curtailment and foreign travel health insurance.
- 6.1.12.Travel that commenced or was not interrupted immediately in spite of travel warnings issued by the Foreign Office.
- 6.1.13.Directly or indirectly as a result of a natural catastrophe, seismic activity or the effects of the weather.

6.2. No reimbursement will be made for loss of enjoyment during the holiday.

6.3. Costs for obligatory or precautionary health tests, which are necessary for the start, continuation or return of the journey, will not be reimbursed.

6.4. No insurance cover exists for events in relation to:

- 6.4.1.Psychological illnesses and diseases of the nervous system (excluding the first occurrence with inpatient treatment after the reservation has been made and the policy taken out); organ transplants (dialysis); HIV+, mental or physical disabilities;
- 6.4.2.The following illnesses and pre-existing medical conditions as they pertain to cancellation of travel, curtailment of travel and foreign travel health treatment costs where the insured has received treatment for these complaints as an in-patient and/or outpatient within 24 months prior to the insurance being taken out:
Heart diseases; stroke; cancer; diabetes (type 1+2); migraine, epilepsy, multiple sclerosis;

7. Procedure in the event of a claim

In addition to the general obligations listed below, particular obligations exist in the respective lines of insurance.

The insured has an obligation to observe the following procedure, otherwise the insurer has a right to deny benefits or claims:

- 7.1. To keep the losses to a minimum and to avoid unnecessary costs;
- 7.2. To indicate the losses directly to the insurer and to follow the insurer's instructions;
- 7.3. To present the occurrence and extent of the damage truthfully and to furnish proof. The insured must provide any information that is relevant to the matter and submit original invoices or original receipts. If applicable, doctors and/or hospitals as well as social insurers and public bodies involved are to be authorized and requested to provide the information required and the insurer is to be allowed to verify the cause and amount of the claim asserted;
- 7.4. To safeguard claims for damages against third parties in the correct form and within the time allowed and, if required, to assign the amount of damages paid to the insurer;
- 7.5. Losses caused by criminal activities are to be reported to the police without delay giving precise information about the facts and the extent of the loss, and proof is to be obtained that the crime has been reported;
- 7.6. Original copies of proofs such as police reports, confirmations from travel company couriers, invoices from doctors and hospitals, proofs of purchase, etc. are to be given to the insurer.
- 7.7. For unclear or additional information regarding the procedure of opening a claim file you can contact us at the following telephone number+ 40 31 229 50 38

8. The 24-hour emergency call center

In the event of an emergency the insured can obtain help via a 24-hour call center as part of the general conditions. The 24-hour emergency call center makes the decision about the selection and implementation of the appropriate assistance.

Unless the 24-hour emergency call center is notified without delay, no benefits can be claimed for the following lines of insurance: curtailment of travel, unscheduled return journey home, illness and accident insurance during foreign travel.

9. Loss of entitlement to insurance benefits

The insurer does not have to pay benefits if

- 9.1. As a result of the insurance case, the insured deliberately provides information that is untrue, in particular in the notification of loss, conceals important facts or falsifies evidence, even if the insurer does not suffer any disadvantage as a result of it.

10. When does the insurer pay the compensation?

- 10.1. If investigations or proceedings are initiated by the authorities in relation to the insurance case, the payment will not be due until after these have been completed.
- 10.2. If the grounds and amount of the benefits the insurer has an obligation to pay have been decided, the payment is due two weeks thereafter.

11. Data privacy

Personal data of the insured person (also personal data regarding health) are collected and processed, if this is necessary for the performance of the insurance contract. Personal health data can also be forwarded to a medical consultant, as long as this is necessary for verifying the insurers obligation to provide indemnification, and as long as adequate usage of the data is secured. For the same means and under the same conditions, requests to other insurance companies can be sent and requests from other insurance companies can be answered. The insured person will give her/his approval when filling out and signing the respective claims form. Where applicable, data can also be forwarded a reinsurance company.

12. Withdrawal

The policyholder can withdraw from the contract in writing within 14 days after receiving the insurance policy, but not later than the beginning of the validity period.

13. Further provisions

For complaints from the insured person in relation to the interpretation and execution of the insurance contract under these General Conditions of Insurance, an amicable settlement shall be attempted. In this regard, the insured Person will make a written petition and will send it by e-mail to the address office.ro@mondial-assistance.at. This petition will be reviewed by the Insurer and will be finalized by submitting a written response to the person who made it within a maximum of 30 calendar days. Should the amicable settlement not succeed, the interested person may address with a complaint the Romanian customer protection agency: tel. 0219551

Cancellation cover

1. Insured costs

- 1.1. Cancellation costs due under the insurance policy arising from the insured travel package in the event of cancellation at the time at which the insured event starts to occur. Additional costs incurred as a result of cancellation at a later date will not be reimbursed.
- 1.2. Booking fees:
 - For reservation of flights at net prices, the ticket service fee: max 110 RON,- (prices beyond 2.860 RON,-max. 10% of the all-round price), as well as the travel agency booking fee, as far as it is declared on the invoice and was included in the amount insured.
 - For other bookings the booking fee with a maximum of 110 RON,- per person and 220 RON,- per trip, only if the booking fees are indicated as such on the booking confirmation and were considered for the calculation of the insurance premium. Various "handling" fees are not insured.

Cancellation handling fees:

Max. RON 110,-/person or max. RON 220,-/trip, provided that the agreed fees appear on the booking confirmation and have been taken into consideration in the amount of the insured sum.

2. Insured events

The following events are insured in accordance with the insured sum of the booked insurance package and in accordance with the specified product description of your chosen insurance package:

- 2.1. Sudden serious illness (including a disease that has been declared an epidemic or a pandemic, such as Covid-19), unexpected reaction to inoculation (only for prescribed inoculations), injury in an accident or the death of the insured. An illness is considered to be serious if it results in mandatory incapacity to travel and work. Please see the exclusions listed in point 1.2 of the General Conditions of Insurance for all lines of insurance. Quarantine (according to the definition of the "General Conditions for all Cover Sections").
- 2.2. A deterioration of a pre-existing medical condition of the Insured equivalent to point 2.1. (sudden, serious, unexpected). Please see the exclusions listed in point 6.3. of the General Conditions of Insurance for all lines of insurance.
- 2.3. Pregnancy of the insured, if pregnancy has been ascertained and confirmed, until the first pregnancy quarter, after the insurance has been taken out and travel booked.
- 2.4. Unexpected termination of employment by the employer.
No insurance cover exists in the event of termination of employment or termination of an employment contract by mutual consent or cancellation of insurance on account of exceptional work-related situations.
- 2.5. Call up for basic military service or non-military equivalent.
- 2.6. Service of a petition for divorce by the spouse of the insured.
- 2.7. If damage by the elements or theft causes serious impairment to the insured's property and therefore the insured's presence is essential.
- 2.8. Failure to pass a final class examination or a final school-leaving examination
- 2.9. Sudden serious illness (including a disease classified as an epidemic or pandemic, such as Covid-19, if it is classified as life-threatening for the person concerned and therefore requires intensive care hospitalization), serious injury in an accident or the death of the following persons: Spouse, partner (identical residential address for previous 6 months), parents (step, in-law, grandparents), children (step- grandchild), sibling, brother-in-law, sister-in-law or a **single specified person at risk named on the policy** (on a policy, only one person at risk can be specified. For group policies the following applies: for more than 8 persons, it is not possible to name any specified person at risk). Exclusions for the above listed persons stated in point 6.3.1 of the General Conditions of Insurance apply to all lines of insurance. If a pre-existing medical condition of the persons listed above, which existed

- when the insurance was taken out, deteriorates, it is not an insured event, even if care is required.
- 2.10. If up to seven persons have booked travel together and are insured on one policy, an insurance case exists if one of the reasons set out in points 2.1 to 2.9 has occurred for only one of these 7 persons.

3. Events that are not insured

In addition to the exclusions listed in the General Conditions of Insurance for all lines of insurance, no insurance exists for the following situations:

- 3.1. If the travel company cancels the contract;
- 3.2. For events and illness caused by misuse of alcohol or drugs;
- 3.3. If an event or illness already existed or could be expected at the time the insurance was taken out or the trip was booked;
- 3.4. For planned or expected operations, postponed operation dates or medical interventions,
- 3.5. If on account of a delay in recovery from treatment or a therapy travel is not possible,
- 3.6. In the event of a health treatment being granted.

4. Procedure in the event of an insurance case

In addition to the obligations of the General Terms and Conditions for all lines of insurance, if the insurer has a right to deny benefits and claims in other respects, the following shall apply:

- 4.1. After the start of an insured event caused for health reasons **the place where the reservation was made (travel agency) and the insurer are to be notified in writing within 48 hours or two working days** in order to allow the insurer to appoint a medical examiner to assess the claim.
- 4.2. The insured undertakes without delay to comply with instructions to attend an examination by the medical examiner.
- 4.3. The following documentation is to be sent to the insurer:
 - Proof of insurance (policy);
 - Fully completed claim form;
 - Confirmation of reservation by the tour operator;
 - Cancellation invoice and the tour operator's cancellation scale overview;
 - Detailed medical documentation incl. medical history in respect of the illness (e.g. patient file, treatment documentation, medical results);
 - Notification of sickness by a health insurance panel physician
 - Mother-child booklet (Romania);
 - Death certificate, proof of relationship (e.g. marriage certificate, birth certificate);
 - Proof of that partners live together by means of a registration slip;
 - Application for divorce / termination of employment / call-up order, etc.;
 - School notification, final certificate, certificate of final school-leaving examination;

Curtailment of travel

1. Insured costs

- 1.1. The costs of travel services that have been booked but not used, after the departure and only if the insured person returns to the country of origin (e.g. hotel, hire care, round trip). The day of departure or the day on which the insured event occurs is considered to be a used day of travel or hire.
- 1.2. Any reimbursements or alternative services given directly to the insured will be deducted from his claim to Mondial Assistance as set out in point 1.1.
- 1.3. Not reimbursed are the costs of a booked return trip.

2. Insured events

The following events are insured in accordance with the insured sum of the booked insurance package and in accordance with the specified product description of your chosen insurance package:

- 2.1. Events that will endanger the physical safety of the insured at the holiday destination and therefore continuation of travel cannot be reasonably expected. Events under points 6.1.7 and 6.1.13. of the General Terms and Conditions are also insured, if physical safety of the insured is endangered.
- 2.2. Events which are listed under points 2.1., 2.2., 2.7. and 2.9. for cancellation cover and travel is curtailed.
- 2.3. An insured event also exists for up to 7 persons on a policy who have booked a trip together and are jointly insured with AWP P&C S.A., if one of the reasons occurs for just one of those 7 persons.

3. Events that are not insured

The exclusions listed in the General Conditions of Insurance for all sectors and the exclusions listed in the field of travel cancellation cover apply.

4. Procedure in the event of a claim

In addition to the obligations of the General Conditions of Insurance for all lines of insurance, if the insurer has a right to deny benefits and claims in other respects, the following shall apply:

- 4.1. If the 24-hour emergency call center is not notified immediately, no benefits can be claimed.
- 4.2. The following documentation is to be sent to the insurer:
 - Proof of insurance (policy);
 - Confirmation of reservation by the tour operator;
 - Confirmation of the landlord/travel company courier concerning curtailment of travel;
 - Confirmation of the tour operator concerning travel services that cannot be reimbursed;
 - Doctor's confirmation (including patient name, diagnosis and treatment data) of the doctor **ON SITE**, who ordered curtailment of travel in writing, and the doctor who continued the treatment in Romania;
 - Death certificate;
 - Other official certificates;
 - Notification of sickness by a panel physician

Extra costs incurred by the additional return journey

1. Insured costs

The following costs are insured

- 1.1. Additional costs for the return journey in the event of early or delayed return travel by the insured and other relatives insured in his party (max. 2 adults and five minors) from a foreign destination to Romania, depending on the nature and quality of travel booked and insured, providing that the return journey was included in the insured package.

2. Insured events

The following events are insured in accordance with the insured sum of the booked insurance package and in accordance with the specified product description of your chosen insurance package:

- 2.1. Events that will endanger the physical safety of the insured at the holiday destination and therefore continuation of travel cannot be reasonably expected. Events under points 6.1.7 and 6.1.13. of the General Conditions of Insurance are also insured, if physical safety of the insured is endangered.
- 2.2. Events which are listed under points 2.1., 2.2., 2.7. and 2.9. for cancellation cover.
- 2.3. An insured event also exists for up to 7 persons on a policy who have booked a trip together and are jointly insured with AWP P&C S.A., if one of the reasons occurs for just one of those 7 persons.

3. Events that are not insured

The exclusions listed in the General Conditions of Insurance for all sectors and the exclusions listed in the field of cancellation cover apply.

4. Procedure in the event of an insurance case

In addition to the obligations of the General Conditions of Insurance for all lines of insurance, if the insurer has a right to deny benefits and claims in other respects, the following shall apply:

- 4.1. If the 24-hour emergency call center is not notified immediately, no benefits can be claimed.
- 4.2. The following documentation is to be sent to the insurer:
 - Proof of insurance (policy);
 - Confirmation of reservation by the tour operator;

- Doctor's confirmation (including patient name, diagnosis and treatment data) of the doctor **ON SITE**, who ordered the return travel in writing, and the doctor who continued the treatment in Romania;
- Death certificate;
- Other official certificates;
- Notification of sickness by a health insurance panel physician
- Original ticket for the additional return journey, boarding pass, etc.

- permanent invalidity arising from the same event will be deducted from benefits paid upon death.
- 4.b.2.If the death occurs as a result of the accident within a year of the accident, no claim shall exist for invalidity benefit.
- 4.b.3 If the insured dies for a reason not related to the accident (without an accident) and a claim already existed for invalidity benefit, this is to be paid on the basis of the last medical results indicating the level of invalidity to be expected.

Health- and accident insurance (for foreign travel)

1. Insured events

- The following events are insured in accordance with the insured sum of the booked insurance package and in accordance with the specified product description of your chosen insurance package:
 - unforeseen acute illness abroad (including a disease classified as an epidemic or pandemic, such as Covid-19)
 - unforeseen and acute worsening of a pre-existing medical condition abroad;
 - quarantine (according to the definition of the "General Conditions for all Cover Sections").
- Medical costs related to accidents occurring while undertaking some winter sports are covered only in the product "Winter sports".

2. What is considered to be an accident?

An accident as defined by this policy is an event that is not intended by the insured, which occurs suddenly as a result of mechanical impact from outside on the insured's body and causes physical injury or death.

The following scenarios are also considered to be accidents:

- Pulled or torn muscles and tendons;
 - Poisoning or burns, the ingestion or inhalation of toxic or caustic substances, fluids or gasses;
 - Drowning.
- ### 3. Insured costs / benefits to be paid
- The costs required for doctors, transporting patients, hospital stays and medicines
 - Costs for the transportation of necessary medication prescribed by a doctor abroad, from Romania to the destination country abroad, if these medication or an equivalent is not available at the destination abroad.
 - Cost to transport the patient for one-off medical treatment for in-patient or outpatient care in the closest hospital abroad and return transport to accommodation.
 - Recovery, search and rescue costs.
 - Emergency transport/repatriation
 - Repatriation where this is required for medical reasons (incl. ambulance aircraft)

If medical treatment on site is not adequate and the insured is fit for transport with the agreement of the doctor providing treatment on site and the medical director of Mondial Assistance, Mondial Assistance will organize and undertake transport to repatriate the insured.
 - Repatriation where there is no medical need (excl. ambulance aircraft)

In the event of a hospital stay of more than three days, the insured can be repatriated at the request of the insured or the insurer, providing that the insured is fit to travel, if transport is possible without an ambulance aircraft.
 - Transport for repatriation will be to the country of permanent residence. The actual form of return transport will be selected by the insurer according to medical need.
 - The insured will not have any claim to emergency transport and repatriation, if the insured receives the cost of emergency transport from the third party or organizes the transport himself. If in spite of this transport takes place, the insured assigns all claims against other insurers to Mondial Assistance.
 - Additional costs for a relative to travel to the insured

In the event of a hospital stay in excess of five days, Mondial Assistance will pay – at the request of the insured – the cost of travel to and from the place where the insured is in hospital (excl. the cost of overnight stays) of a person close to the insured or the overnight costs and/or rebooking costs (depending on the nature and quality of the booked and insured travel) of a person travelling with the insured in the event of return travel being delayed by up to one week.
 - Onward journey

In case the insured has to interrupt a booked round travel due to a necessary hospitalization, AWP will take the costs for a public transport ticket to get the insured to the current stop of the roundtrip in order to enable the insured to continue the round trip.
 - Repatriation of the body in case the insured dies during the journey, or optional the costs for a funeral at the place of death abroad, including the additional travel costs for relatives to get to the place of funeral abroad.
 - Additional hotel costs in connection with a quarantine (according to the definition of the "General Conditions for all Cover Sections"), up to a maximum of 5.000 RON per insured person.

4. Invalidity and death (caused by an accident)

- Invalidity

The calculated compensation for invalidity will be paid in accordance with the following principles if the insured is still suffering from permanent impairment to health one year after the accident. A treatment/therapy to minimize the consequences of the accident of minimum 6 months constantly is a precondition. Compensation is calculated in accordance with the degree of disability and the agreed insurance sum. The total insurance benefit for several parts of the body or organs is limited with the insurance sum.

- Degrees of invalidity in the case of full loss or full inability to use

- Arm below the shoulder joint	70%
- Arm up to above the elbow joint	65%
- Arm below the elbow joint or one hand	60%
- Thumbs	20%
- Index finger	10%
- Other fingers	5%
- Leg up to above the middle of the hip	70%
- Leg up to the middle of the hip	60%
- Leg up to the middle of the lower leg or one foot	50%
- Big toe	5%
- Other toes	2%
- Loss of sight in one eye	30%
- Loss of sight in both eyes	100%
- If the sight in the other eye had already been lost before the event insured against occurred	60%
- Loss of hearing in one ear	15%
- Loss of hearing in both ears	60%
- If the hearing in the other ear had already been lost before the event insured against occurred	30%
- Loss of sense of taste	5%
- Loss of the sense of smell	5%

Indemnification is paid for a level of permanent disability of min. 1% or min. 50%, according to the chosen product.

- In the case of partial loss or partial use a correspondingly reduced level of disability is assumed.
- For cases not listed above the level of invalidity is set on the basis of the above percentage rates.

- The fact that the consequences of an accident are worse as a result of a physical deficiency that existed before the insurance was taken out does not give entitlement to a higher invalidity payment.

If illnesses or ailments that existed before the accident influenced the consequences of the accident, the benefit is to be reduced in line with the proportion of the illness or the ailment

4.b.Event of death

- Should the insured die on the occasion of an accident as listed above or within 5 years as a result of injuries sustained during the accident, the insurer will instead pay the sum agreed in the event of death. Unless the insured has left written instructions to the contrary, the sum in the event of death will be paid out to the rightful heirs upon presentation of proof that they are the beneficiaries (certificate of inheritance). Payments made on account of

5. When does the insurer pay the insurance benefits on account of permanent invalidity?

As soon as the insurer has received the documents which furnish proof concerning the circumstances and consequences of the accident and the completion of the treatment required for assessing invalidity, the insurer undertakes to explain within three months whether and to what extent the insured has a claim.

6. Duration of the insurance

If the insured is not fit for transport as a result of the consequences of the accident or illness abroad, the obligation to pay benefits shall end two months after the occurrence of the insured event.

7. How are the benefits paid by the insurer calculated if the treatment costs are also insured elsewhere?

If the treatment costs are insured with several insurers at licensed undertakings, they will only be reimbursed in total once.

8. Events that are not insured (exclusions)

In addition to the exclusions listed in the General Conditions of Insurance for all lines of insurance, no insurance cover exists for the following situations:

- Treatments and other measures prescribed by physicians which were the purpose of the journey or the necessity for which were known or could be expected before the insurance was taken out and/or the journey commenced;
- Use of treatments associated with the destination (e.g. health cures);
- Health cures to lose weight or for aesthetic reasons;
- Events resulting from tiredness or exhaustion;
- Pregnancy, abortions or treatment following contraceptive measures;
- Dental treatment relating to the preservation of teeth or prostheses or treatment not related to emergency treatment for direct pain relief;
- Provision of therapeutic aids (e.g. spectacles, prostheses, etc.);
- Inoculations, medical reports and certificates;
- Events which occur as a result of practicing an employment-related manual activity or during military service;
- Examinations to monitor health, post-treatment and therapies;
- Additional costs for a special class or special services (e.g. telephone, TV, etc.) in hospital;
- Telephone and taxi costs of the insured or accompanying persons (excluding the one-off transportation of the patient, except transportation of a sick person as per 3.2.);
- Additional hotel costs or expenses of accompanying persons (excluding point 3.5).
- Quarantine costs;
- Therapeutic treatments and patient repatriation in relation to misuse of alcohol or drugs;
- Impairment to health caused by flying with any kind of aircraft, unless the insured is a passenger on an engine-powered aircraft or jet approved for civil air transport;
- Extreme sports, skydiving or the like; extreme mountain tours without a qualified mountain guide, tours above 6,000 m and tours that have not been booked as package tours, expeditions (travels to unexplored territories), sports activities in whitewater;
- Driving vehicles if the insured does not have the specified permission to drive (driving license);
- Underwater diving without proof of the diving qualification for the relevant depth;
- Death or invalidity which only occurs five years after the accident.

9. Procedure in the event of a claim

In addition to the obligations of the General Conditions of Insurance for all lines of insurance, if the insurer has a right to deny benefits and claims in other respects, the following shall apply:

- The insured undertakes in all cases where insurance benefits are likely to be claimed to seek medical help as soon as possible and to follow the physician's instructions.
- Immediate notification of the 24/7 emergency call center is mandatory in the event of an insured risk occurrence. If the call center which is available 24/7 is not notified in the first 48 hours from the event time, the insurer reserves the right to make a deduction, depending on the amount of the costs claimed.
- Deaths, even if the accident has already been reported, are to be reported in as timely a manner as possible so that a post mortem can be arranged before burial.
- The insured undertakes to comply with a request to attend an examination by a medical examiner immediately.
 - Proof of insurance (policy),
 - Confirmation of reservation by the tour operator,
 - Doctor's report (including the patient's name, diagnosis, treatment data, the duration and extent of incapacity to work or invalidity),
 - Original doctor's or hospital invoice including the patient's name, date of birth, diagnosis and treatment data;
 - Medical results where the need to transport the patient is confirmed;
 - Other invoices or original documents where compensation has been requested;
 - declaration of transfer;
 - Death certificate.

Luggage insurance

1. Insured events

The following events are insured in accordance with the insured sum of the booked insurance package and in accordance with the specified product description of your chosen insurance package:

- Items taken on the journey by the insured or items purchased for personal requirements in the course of travel, subject to the following provisions:
 - Theft and robbery, if the police are notified within 48 hours at the relevant public security office;
 - Damage where proof is furnished of negligent third-party intervention;
 - Loss during transport in the area of accountability of a third party if there is confirmation from the originator;
 - Delayed delivery to the holiday destination by a public transport company commissioned with the transport.

2. Definition of valuables

In particular, valuables are:

- Items containing or made out of precious metal, precious stones or pearls.
- Timepieces, jewelry, furs and leather goods.
- Electrical, electronic and optical equipment, including accessories, in particular photographic, film, video and sound equipment, computers of whatever kind.

3. Insured costs / benefits

Subject to point 6

- Where the loss is complete or the current value has been completely destroyed (see point 4) but up to a maximum of its acquisition price;
- In the case of damaged items, the cost of repair providing that this does not exceed the current value minus the residual value but up to a maximum of the cost of acquisition at the time minus the residual value. If repair is not feasible, at the maximum the costs of procurement at that time, less the residual value. In this case, the damaged goods become property of the insurer.
- If the delay in delivering the luggage to the holiday location exceeds 12 hours, the cost of purchasing new items that are absolutely essential (see point 6.7).
- in case the mobile phone is stolen or robbed, AWP informs the insured about the telephone number of the Austrian provider to enable the insured to block his mobile phone

4. Current value

The current value is equivalent to the purchase price of the insured items minus a reduction in value in line with age and use.

- 4.1. The current value is calculated as follows:
- 4.1.1. With written proof of value and/or ownership
- 0-6 months = 100%
 - 6 months - 1 year 80%
 - Each further year or part thereof minus 10%
- 4.1.2. Without written proof of value and/or ownership
- 0-6 months 80%
 - 6 months - 1 year 70%
 - Each further year or part thereof minus 10%
- 4.2. A higher loss of value is assumed in the case of electronic equipment, depending on technical progress.
- 4.3. Cosmetics, perfume, medicines, consumer goods, calculation of current value minus 50%.

5. Insured events under certain prerequisites

- 5.1. Valuables in accordance with point 2 are only insured if
- They are being carried and looked after safely in personal custody (physical or visual contact) so that a third person cannot take it away without having to overcome resistance;
 - Proof is furnished that the items have been handed over to an accommodation provider or cloakroom service (e.g. receipt) or
 - The items are stored in a locked room that is not accessible to the general public, using all available security equipment (safe, cupboards). Bags of whatever kind - vanity cases, briefcases, jewel boxes, suitcases or similar containers - are not considered to be safekeeping.

In each case the type of storage must be appropriate for the value of the item (e.g. safe).

If a valuable cannot be stored in a secure place, no insurance cover is available.

- 5.2. Valuables in accordance with point 2 are not insured during transport if they are entrusted to a third party as well as in the case of theft out of a motor vehicle.
- 5.3. Sports equipment and forms of transport of whatever kind are only insured during transportation by public transport. Please note the exclusions in accordance with point 7.3.
- 5.4. Thefts from vehicles or boats are only insured if proof can be furnished that this occurred between the hours of 6.00 a.m. and 9.00 p.m. An exception to this is theft from a vehicle in a guarded garage. A further precondition is that luggage is locked in a securely locked luggage compartment. If the vehicle does not have an enclosed luggage compartment, it must be stored where it is not visible from the exterior.
- 5.5. Thefts from caravans outside camping sites are not insured.

6. Limited insurance benefits

- 6.1. Cost of obtaining new official documents and cheques up to max. 10% of the insurance sum.
- 6.2. Viewing aids (spectacles and contact lenses) and other prosthetic aids (e.g. wheelchairs, hearing aids, etc.) up to max. 20% of the insurance sum.
- 6.3. Breakages (excluding the suitcase) up to max. 10% of the insurance sum.
- 6.4. Mobile phones: The actual amount paid for the telephone - max. 220 RON
- 6.5. For all the valuables insured in accordance with point 2, limited to 50% of the insurance sum.
- 6.6. In the case of theft from a vehicle, for all the insured items limited to 50% of the insurance sum.
- 6.7. If the delay in delivering the luggage to the holiday location exceeds 12 hours, the cost of hiring or purchasing new items that are absolutely essential up to 10% of the insurance sum. No benefit is paid if there is a delay in delivering luggage at the home airport. Costs incurred for special delivery or collecting the delayed items of luggage cannot be reimbursed.
- 6.8. If the luggage is finally declared to be lost, any new items purchased by way of replacement at the holiday location will be deducted from the insurance benefit. Costs for taxis and telephone expenses are not insured.

7. Events/items that are not insured

In addition to the exclusions listed in the General Conditions of Insurance for all lines of insurance, no insurance cover exists for the following situations:

- 7.1. Cash, bank notes, credit cards, keys, tickets, collections of stamps or coins, documents and paperwork with a value, precious metals, loose precious stones, trading goods and items that are valuable as art or as collectors' items, tools, equipment and items for the exercise of a profession, musical instruments, vehicle accessories, tools and spare parts, medical equipment, weapons, computer software, mobile phone cards, bonus agreements or credit for calls, cost of having a mobile phone blocked or cost of reregistering the phone if it is lost.
- 7.2. Objects on or in unlocked vehicles or boats as well as motorcycle and bicycle bags or suitcases and their contents, insofar as these bags/suitcases are left on the vehicle.
- 7.3. Vehicles, mobile homes, caravans, motor and sailing boats, sports equipment and kit from 2,200 RON total value (excluding: golf travel insurance packages), motorcycles, aircraft, hanging and paragliding, hang gliders and the relevant accessories or spare parts and special equipment.
- 7.4. Damage which is due to premeditation or negligence
Negligence is always deemed to have occurred if theft was possible due to a lack of physical and/or visual contact.
- 7.5. Damage due to insufficient or defective packaging or storage.
- 7.6. Damage that can be attributed to leaving something behind, misplacing it, losing it or dropping it.
- 7.7. Damage caused by wear and damage caused by spoiling goods, leaking fluids or the effects of the weather.
- 7.8. Damage which is caused indirectly or directly by acts of war, civil unrest, plundering, seizure by the authorities and strikes.
- 7.9. Losses covered by other insurance.
- 7.10. Consequential losses as a result of the event (e.g. charge to block forms of payment or mobile phones).

8. Procedure in the event of an insurance case

In addition to the obligations of the General Conditions of Insurance for all lines of insurance, if the insurer has a right to deny benefits and claims in other respects, the following shall apply:

- 8.1. Losses which are sustained while in the custody of a transport company or accommodation provider are to be notified to these organizations immediately and a certificate requested.
- 8.2. In the case of damage which cannot be identified immediately from the outside, the transporting company is to be requested immediately after discovery to inspect and certify the damage. The respective time allowed by the company for complaints and making claims must be observed.
- 8.3. The following documentation is to be sent to the insurer:
- Proof of insurance (policy);
 - Confirmation of reservation by the tour operator,
 - Fully completed loss form for luggage, with a list of the contents of the luggage, stating the age, brand, purchase price (with proof of value or original invoices, if available);
 - Original notification to the police at the relevant public security office in the event of robbery or theft;
 - Original notification of loss of the airline or the transporting company (confirmation from the airline or transporting company of definitive loss is issued at the latest 90 days after the loss occurred) in the event of damage or delayed delivery of luggage;
 - Original invoices or original receipts for replacement purchases;
 - Original airline ticket or boarding pass;

Private travel liability insurance

1. Insured events

The following events are insured in accordance with the insured sum of the booked insurance package and in accordance with the specified product description of your chosen insurance package:

An insured event exists if the insured causes a loss to persons or another person's property during travel and a claim is made against him where he is liable for damages; more specifically

- 1.1. Arising from the hazards of daily life, with the exception of the risk of a business, professional or commercial activity;
- 1.2. Relating to the keeping and use of bicycles;
- 1.3. Relating to non-professional sporting activity (excluding hunting);
- 1.4. Arising from the occasional use of motor and sailing boats but not the keeping of such boats;
- 1.5. Relating to the keeping and use of other watercraft not powered by an engine;
- 1.6. During the use of living accommodation and other premises rented for private purposes.

2. Injury to persons and damage to property

- 2.1. Killing, physical injury and damage to a person's health.
- 2.2. Damage or destruction of tangible property.

3. Insured costs / services

- 3.1. The satisfaction of an obligation to pay damages, which can be attributed to the insured on account of personal injury or damage to property caused by an insured event arising from legal liability provisions under private law.
- 3.2. The cost of determination and defense in respect of an obligation to pay damages claimed by a third party.
- 3.3. Compensation per claim/event is limited with the max. sum insured, even if several insured persons are liable.

4. Which claims are only insured under certain prerequisites?

A claim for compensation of justified claims for compensation only exists outside Romania if the claimant can enforce a claim against the insured's property.

5. Events that are not insured

In addition to the exclusions listed in the General Conditions of Insurance for all lines of insurance, no insurance exists for the following situations:

- 5.1. If the assessment of the loss and settlement or the fulfilment of other obligations by Mondial Assistance is prevented by the state prosecutor, a third party or the insured;
- 5.2. For claims arising from unlawful and deliberate or grossly negligent actions;
- 5.3. For compensation obligations arising from losses which the insured or persons acting for him have caused through the keeping or use of aircraft and vehicles of whatever kind;
- 5.4. For losses the insured has caused to himself or his relations: spouse, partner, parents (step, in law, grandparents), children (step, in-law, grandchildren), sibling, brother-in-law, sister-in-law, uncle, aunt, of a person listed in the policy or an insured person covered by the same insurance policy;
- 5.5. For damage the insured has caused during a sporting competition;
- 5.6. For damage caused by use, wear and excessive strain;
- 5.7. For damage to things which the insured has borrowed, rented, hired or taken for safekeeping;
- 5.8. For losses caused through contamination or damage to the environment;
- 5.9. For damage to property caused to or with them as a result of their use, transportation, processing or other activities;
- 5.10. Through the transmission of an illness by the insured.

6. Procedure in the event of an insurance case

In addition to the obligations of the General Conditions of Insurance for all lines of insurance, if the insurer has a right to deny benefits and claims in other respects, the insured has an obligation to:

- 6.1. Authorize the lawyer appointed by the insurer (defending counsel, legal executive), give him all the information required and leave him to manage the case;
- 6.2. Authorize the insurer within the scope of his obligation to provide benefits to make all declarations that he deems to be useful;
- 6.3. If the insured is unable to obtain the insurer's instructions in good time, he must on his own initiative take all necessary actions for the case within the specified period.
- 6.4. The insured is not entitled to acknowledge a claim in part or in full without the insurer's permission.

Delayed departure & arrival

1. Delayed arrival at destination

1.a. Insured events

The following events are insured in accordance with the insured sum of the booked insurance package and in accordance with the specified product description of your chosen insurance package:

The failure to catch the flight/sailing for reasons for which the insured is not to blame within the scope of the booked travel package

- by delays due to the public means of transport (e.g. train, taxi), provided that by the choice of the public means of transport the minimum connection time was calculated.
- by accident during private transfer to the airport / port with passenger cars;
- refusal of carriage because there is a suspicion that the insured person suffers from a contagious disease.

1.b. Events that are not insured

In addition to the exclusions listed in the General Conditions of Insurance for all lines of insurance, no insurance exists for the following situations:

- if an event is due to weather-related events;
- for high traffic volumes (e.g. traffic jams);
- if an event is caused by non-compliance with requirements and regulations for travel or entry at the destination.

1.c. Insured costs

The costs for delayed direct travel to the holiday destination are insured depending on the nature and quality of travel booked and insured, at most the fictitious flight costs in economy class to fly directly to the holiday destination.

2. Delayed arrival at home

2.a. Insured events

The following events are insured in accordance with the insured sum of the booked insurance package and in accordance with the specified product description of your chosen insurance package:

An event insured against applies if the booked arrival at the airport/railway station in the insured's home country is delayed (with proof of this provided) and as a result of this the return journey from the airport/railway station to the insured's place of residence is not possible or cannot be reasonably expected in accordance with the original plan without an overnight stay.

2.b. Insured costs

The cost of a taxi (max. 50 km) required because public transport is not available or the additional cost of an overnight stay required including subsistence (max. 440 RON per person) will be reimbursed.

3. Procedure in the event of a claim

In addition to the obligations of the General Conditions of Insurance for all lines of insurance, if the insurer has a right to deny benefits and claims in other respects: The following documentation is to be sent to the insurer:

- Proof of insurance (policy),
- Confirmation of reservation by the tour operator,
- Confirmation of the delay by the airline or transporting company incl. a description of the cause,
- The unused document for the outbound flight or ticket,
- The newly purchased ticket for outbound travel or boarding pass,
- Confirmation of the transport provider responsible for the delayed transfer including a description of the cause,
- Police notification in the case of an accident or an accident report
- Original invoice for alternative journey home, overnight stay and subsistence costs;

Assistance

1. Reason for the assistance

The insurer provides the assistance listed below for the following emergencies in which the insured may be involved during travel:

- Illness/accident
- Death
- Loss of travel funds
- Loss of travel documents
- Prosecution

The prerequisite for providing assistance is that the insured or his representative notifies the 24-hour emergency call center (personally, by telephone, fax or email) when the event insured against occurs.

- 1.1. Illness/accident
 - 1.1.1. Outpatient treatment

The 24-hour emergency call center will advise, if requested, about the possibility of outpatient treatment by a doctor but will not actually contact the doctor.
 - 1.1.2. Hospital stays

If the insured falls ill or has an accident and is therefore treated in hospital as an in-patient,

 - the 24-hour emergency call center will appoint a doctor to make contact with the insured's own doctor and the doctors providing treatment on site;
 - During the hospital stay the appointed doctor will ensure that information is exchanged between the doctors involved;
 - If requested to do so by the insured, the 24-hour emergency call center will advise the relatives.
- 1.2. Death

The insurer will either organize the transfer of the insured's corpse to the place of burial in Romania or arrange burial at the travel destination, as requested.
- 1.3. Loss of travel funds

If travel funds are lost, the 24-hour emergency call center will make contact with the insured's own bank. If required, the 24-hour emergency call center will assist with the transfer to the insured of an amount of money made available by the insured's own bank.
- 1.4. Loss of travel documents

If travel documents are lost, the 24-hour emergency call center will help to obtain replacement documents.
- 1.5. Prosecution

If the insured is imprisoned or threatened with imprisonment, the 24-hour emergency call center will help to obtain a lawyer and an interpreter and also raise any bail that may be required.

Requirements for home assistance

1. The 24-hour emergency call center

The 24-hour emergency call center must always be notified immediately in order to claim the Home Assistance benefits. The 24-hour emergency call center will then arrange all necessary activities, in particular it will make contact with the necessary trades, locksmiths and other public or private service providers.

- An emergency situation exists
- If sustained impairment in the insured's quality of life occurs or
 - Action is required immediately to prevent serious damage.

2. Insured persons

Insurance protection is provided for the insured and persons who live with him in the same household.

3. Scope of insurance

Insurance cover applies to main and second residences used by the insurer within Romania.

4. When does the insurance apply?

A right to Home Assistance insurance benefits exists during the term of the insurance policy.

5. Insured services

- 5.1. Services from skilled tradesmen

If an emergency situation occurs for the insured dwelling, the 24-hour emergency call center organizes the following trades and covers the cost (travel time and working time) up to the fixed maximal insured sum per insured event:

 - Plumber in the event of damage to or defects with gas, water and heating installations;
 - Electrician in the event of damage to or defects with electrical lines;
 - Drying service;
 - Locksmith, joiner and relevant specialist services in the event of damage or defects to entrance doors and windows;
 - Roofer, carpenter and fitter for roof repairs on the insured's own home and ancillary buildings;
 - Glass fitter if outside glass is broken;
 - Pipe cleaning companies if blockages occur in the pipe system.
- 5.2. Loan of heaters

If the heating system in the insured dwelling fails because of a breakage or fault during the heating period, the 24-hour emergency call center will organize hired heaters for the time during which the heating system will not work and will cover costs up to the fixed maximal insured sum per insured event.
- 5.3. Locksmiths

If the insured is locked out of the insured dwelling or keys to the insured dwelling are lost or stolen, the 24-hour emergency call center will organize the unlocking and/or the replacement of the lost or stolen keys and will cover the cost of this up to the fixed maximal insured sum per insured event.
- 5.4. Relocation services and emergency storage

If the insured dwelling cannot be used because damage has occurred and the contents of the dwelling have to be temporarily removed and stored, the 24-hour emergency call center will provide the names of suitable companies (removal companies) and cover costs of up to the fixed maximal insured sum per insured event.

6. Liability

The insurer is not liable for providers of help and services for which it has given contact details and/or commissioned work.

7. Events that are not insured

In addition to the exclusions listed in the General Conditions of Insurance for all lines of insurance, the following damage and situations are not insured or are limited to the insurer's obligation to pay benefits.

- 7.1. Services or benefits related directly or indirectly to routine maintenance and servicing.
- 7.2. No claim to a payment exists if the insurer has not given permission for the work to be carried out or the insured himself organizes and undertakes rectification of the damage.
- 7.3. Damage will not be reimbursed if compensation can be obtained under another insurance policy.

8. Procedure in the event of a claim

The rules on how to respond as listed in the General Conditions of Insurance for all lines of insurance shall apply.

Roadside Assistance within Europe

1. The 24-hour emergency call center

Via the 24-hour emergency call center the insured person can request, within the framework of the following conditions, assistance in the event of an accident, breakdown or vehicle theft. Notification of the 24-hour emergency call center is required in any case in order to be able to have recourse to the benefit.

The 24-hour emergency call center will instigate all necessary measures, in particular the requisite contacts with breakdown organizations, workshops, hotels and public and private transport companies, and will decide on the choice and implementation of appropriate assistance measures.

2. Insured vehicles

The insurance cover extends to passenger cars, motorcycles, motorhomes and people carriers with up to nine seats, registered in the name of the insured, that are not used for commercial purposes, respectively bicycles within the scope of the bicycle assistance. No insurance cover exists for hire cars, commercial activities and cars that are older than 10 years.

3. Insured persons

The insured person and the persons who are in the insured vehicle at the time of the breakdown or accident are insured.

4. Scope of validity of the insurance

Insurance cover applies to events on trips made by the insured person that take place within Europe in the geographical sense, more than 50 km from the place of residence of the insured person or if the border is crossed or at least one overnight stay is booked.

5. Insured benefits

The following events/benefits are insured in accordance with the insured sum of the booked insurance package and in accordance with the specified product description of your chosen insurance package:

- 5.1. Local breakdown assistance or towing

If the vehicle is no longer roadworthy as a consequence of a breakdown or accident, the 24-hour emergency call center will organize and pay for the following benefits:

 - assistance locally or for towing (including recovery) to the nearest suitable garage.
 - necessary spare parts (for repair on spot)
 - costs for storing the vehicle in the garage
 - costs for scrapping
 - remote door unlock
- 5.2. Motor vehicle repatriation/travel home

If the vehicle cannot be repaired within 24 hours of a breakdown or accident (within five days abroad by virtue of an expertise) in a workshop close to the damage location, the insurer will organize and pay for the following benefits up to the sum insured:

 - the provable costs of repatriation of the vehicle occupants to the place of residence of the insured person, however, at the utmost the cost of repatriation by public transport. If the rail journey exceeds a duration of six hours, at the option of the insurer there is entitlement to substitution by a first-class train ticket or an economy class flight;
 - within the country of residence the travel expenses of one person will be assumed for the purpose of collecting the repaired vehicle again;
 - the costs of the return transport of the un-roadworthy or retrieved motor vehicle back to the place of residence of the insured person;
 - in the event of return transportation from abroad, the assumption of the transport costs will take place within the quoted limits only if there is no total loss, otherwise the customs costs will be assumed;
 - for the home or onward journey: A hire car cost allowance for a maximum of 3 days and taxi fares, each in accordance with the insured package;
 - hotel accommodation—If the vehicle cannot be repaired on the same day, the insurer will organize a maximum of 2 overnight stays in a hotel and will pay the costs in accordance with the selected insurance package.
- 5.3. Bicycle Assistance

If the bicycle is no longer roadworthy as a consequence of a breakdown or accident, the 24-hour emergency call center will organize and pay for the following benefits:

 - public transport ticket to continue the journey.

6. Non-insured events

Besides the exclusions quoted in the GCI for all cover sections, no insurance cover is provided, if

- damage is incurred as a consequence of deficient maintenance of the vehicle or any defects to the vehicle that led to the occurrence of the damage already existed and/or were recognizable at the time of commencing the trip;
- the remedying of the damage is dealt with by the insured person himself/herself.
- the damage has been caused through gross negligence or intentionally.

7. Behavior in the event of a claim

The rules of conduct quoted in the GCI for all cover sections apply.