

### 1. GENERAL CLAUSE OF THE INSURANCE CONTRACT

By the Insurance Contract, the Insurer undertakes that following the occurrence of an insured event during the insurance period to pay to the Beneficiary of the Insurance Contract the indemnity due under the conditions provided in this Insurance Contract, subject to Questionnaire Application signed by the Policyholder or by the Insured Person, as well as of any information transmitted in writing by such person, provided the compliance of the insurance conditions, including of the chapters and of the mentions relating to the insured risks, exclusions, obligations of the parties and any other elements established by mutual agreement and communicated in writing by the parties and on the basis of the fact that insurance premium was paid in the amount and on the due date provided in the Insurance Contract.

1.1. The Insurance Contract concluded on the basis of these General Insurance Conditions covers the risks and is valid only on the territory of Romania and shall be governed by the legal provisions from Romania, and the insurance conditions are completed with the legal provisions in force.

1.2. The Insurance Contract consists of the Insurance Policy, General Insurance Conditions and Specific Insurance Conditions, Additional Clauses and any other document attached to it.

1.3. These General Insurance Conditions are completed and, if the case, amended by the Specific Insurance Conditions and, if the case, by the Additional Clauses relating to each insurance product individually.

### 2. THE INSURED INTEREST

2.1. The Insured Person must have an interest as concerns the risk insured, interest that must exist and be actual throughout the entire insured period of the Insurance Contract.

2.2. In case that there is no insured interest on the date of concluding the Insurance Contract, this is null by law, the Insurer being entitled to installments of the insurance premium already paid in case if the Policyholder or the Insured Person are of bad faith.

2.3. In case that the insured interest ceases during the insurance period, the Insurance Contract ceases by right on the date of losing the insured interest, without being necessary any other notification thereto, transmitted by Insurer to the Insured Person/Policyholder; the insurance premium related to the Insurance Contract is owed by the Insured Person/Policyholder until the date of occurrence of the cause of cessation.

### 3. LEGISLATION AND LITIGATIONS

3.1. The deeds of the persons who obtain or attempt through any means to obtain injuriously indemnities from insurance or those that facilitate such deeds are punished according to the law, the Insurers being entitled to refuse the payment of indemnities and to terminate the Insurance Contract with a prior notice transmitted to the Insured Person, without restitution of the insurance premium paid and to notify the competent authorities for carrying out the criminal investigations. In case that, following the investigations developed by the competent bodies, suspicion is not confirmed concerning the attempt to obtain the indemnities by injurious means, the Insured Person will be instated in rights. In case that following investigations developed by the competent bodies, suspicion is confirmed for the attempt of obtaining injuriously and obtaining injuriously of the indemnity, the Insured Person reserves the right to carry out any activity of recovery of the prejudice from the person/ persons who obtained the indemnity injuriously according to the penal and civil legislation in force.

3.2. The Policyholder/ Insured Person/ Beneficiary may state out complaints as concerns the conclusion, amendment or execution of the Insurance Contract, which they may submit online, or to any of the headquarters of the Insurer, to which they will receive an answer within 30 days since the date of its registration. The answer to the complaint does not constitute a restraint of the right of the Policyholder/Insured Person/Beneficiary to appeal to the trial courts.

3.3. Any litigations arisen from or in connection with the Insurance Contract, including as concerns its conclusion, interpretation, execution or termination will be settled amicably. In case that the litigations cannot be solved amicably, the parties will appeal to the competent trial courts from Romania.

3.4. In case that any of the provisions of this Insurance Contract is or becomes subsequently illegal, invalid or inapplicable according to the laws in force, legal character, validity and enforceability of the other provisions of this Insurance Contract will not be affected by such a circumstance.

3.5. The Insurance Contract shall be governed by the Romanian legislation in force including also the regulatory acts concerning the insurances and re-insurances.

3.6. The Policyholder/ Insured Person/ Beneficiary must notice the Insurer as concerns the existence of another Insurance Contract that covers totally or partially the risks under this Insurance Contract, obligation that is incumbent both on the date of concluding the Insurance Contract, and during the execution of the Insurance Contract.

3.7. The Assignment of the Insurance Contract is valid only under the conditions that there is a written consent of Insured Person, except for the assignment of portfolio between insurers, under the conditions of special regulations.

3.8. The amounts collected by the Insured Persons, by the beneficiaries designated through the Insurance Contract or by indemnified third persons, representing indemnities, insured amounts, as well as any other entitlement of such kind, are not taxable revenues. For certain types of insurances, the insurance premiums may be deductible expenses, under the conditions provided by the tax legislation.

3.9. In case of opening the bankruptcy procedure against an Insurer, the payment of the compensations/indemnities resulted from the facultative and mandatory insurance contracts to Insured Persons, Beneficiaries of the insurance and/or indemnified third parties, is guaranteed through the Guarantee Fund, made up under the conditions of the law by the contribution of the Insurers, as a guarantee scheme in the field of insurances and has the goal of protecting the insurance creditors from the consequences of the insolvency of an Insurer. The Guarantee Fund is set-up, managed and used by the Guarantee Fund of the Insured Persons, public legal entity, ensuring the payment of compensations/indemnities from their available funds, to the insurance creditors, according to the guarantee ceiling of Lei 450,000 for an insurance creditor, established by the Law no.213/2015.

#### **4. NOTIFICATIONS/COMMUNICATIONS**

4.1. The parties establish and accept expressly that any communication in connection with the conclusion, execution, amendment and termination of this Contract can be made both by notice and by remote communication means, by electronic mail or telephone through the specialized service of UNIQA Asigurări. Any communication, regardless of the chosen way, is deemed as received in the same day, if it is served until 05.00 p.m. Any communication served after 05.00 p.m. is deemed received on the next day or in the following business day.

4.2. Any notice by post will be made by registered letter with acknowledgement of at the address of the Insurer's entity with whom the Insured Person/Policyholder concluded the Insurance Contract, respectively, as the case may be, to the address of the Subsidiary/Agency or headquarters of the Insurer, and in case of the Insured Person, to the address provided in the Insurance Contract, or, at the last address notified by the Insured Person/Policyholder and is deemed as received by the addressee on the date mentioned on the acknowledgment by the receiving post office.

4.3. In case that the Insured Person/Policyholder does not notify a new mailing address, any notice sent at the address provided in the Insurance Contract is deemed as being perfectly valid.

4.4. In case that the notice is sent by fax, it is deemed received in the first business day after the one on which it was dispatched.

4.5. The notices served by direct handing-over are valid if they were submitted to the registration office of the Insurer's entity with which the Insured Person/Policyholder concluded the Insurance Contract, respectively, as the case may be, Branch/Agency or Headquarters of the Insurer, and in case of the Insured Persons, at their registration office, in case of legal entities, or through signature of receipt, in case of individuals.

4.6. Verbal communication is not taken into account, by neither of the parties unless acknowledged through transmission of a notice or by issuance of an addendum, as applicable.

#### **5. AMENDMENT OF THE INSURANCE CONTRACT. CANCELLATION, TERMINATION, DENUNCIATION AND NULLITY OF THE INSURANCE CONTRACT**

5.1. The Insurance Contract may be amended either by Addendum in writing and signed by the parties, or by using the remote communication means, any time after its conclusion, the relevant amendments entering into force under the conditions agreed by the parties.

5.2. In case that the Insurance Contract is amended by using remote communication means, the amendment will be considered as valid by the Insured Person's expressing the consent by such means, the convention of the parties following to be materialized through an addendum that will be communicated to the Insured Person without being required their signature.

5.3. The Insured Amounts, limits of liability or indemnity or sub-limits covered on the basis of this Insurance Contract may be amended (reduced or increased) anytime during the insurance period, with the agreement of the parties.

5.4. The Insurance Contract may be denounced unilaterally by either of the parties by notice and by complying with a 20-day prior notice term, that will start to run from the date of the receipt of the notice by the other party. In such case, the Insurer will restitute to the Policyholder/Insured Person the equivalent value of the paid insurance premium, related to the remaining period until the due date of the Insurance Contract. In case that the denunciation is made by the Policyholder/Insured Person, will be retained from the insurance premium restituted thereto, the expenses incurred by the Insurer in relation with the Insurance Contract, including procurement, management and re-insurance costs.

5.5. The Insurance Contract may cease also by the agreement of the parties recorded by an addendum.

5.6. The Insurer may amend unilaterally both the annual insurance premium, and the terms and conditions of the Insurance Contract depending on the evolution of the market of insurances and reinsurances, of the change of the risk conditions or depending on any indemnity granted or pending settlement, provided the transmission to the Insured Person of a prior notice of at least 20 days before the entry into force. In case that the Insured Person does not agree with the amendments operated by the Insurer, they may unilaterally denounce it according to the provisions of the art. 5.4

5.7. In the following circumstances, the Insurance Contract is deemed cancelled of full right, without being necessary any further prior formalities of notice of default and without the intervention of the court of law, the contract following to cease on the date of the receipt by the Insured Person of a notice about that:

- in case that before starting the Insurer's liability, the event of Insured Person occurred and the insurance remained without subject matter, the insurance premiums following to be restituted to the Insured Person;
- in case that after the commencement of the liability, the occurrence of the event of the Insured Person has become impossible, case in which the insurance premiums paid for the period following the termination is restituted only in cases when there were not paid or are not due indemnities for the events taking place in the period of validity of the contract.

5.8. The Insurance Contract is deemed as terminated of right, without being necessary any further prior formalities of notice of default and without the intervention of the court of law, the contract following to cease on the date of the receipt by Insured Person of a notice about it:

- in case of non-compliance by the parties with the incumbent contractual liabilities
- in case that the Policyholder/Insured Person failed to fulfill the duties of payment of the insurance premium on the maturity dates established by the contract, this one being notified of default;
- as of the date when the director or managers of the Insured Person started to be prosecuted for a deed that determines insolvability or that violates the interests of the creditors, or in case of the above-mentioned procedures at the time that the Policyholder/Insured Person has an understanding in the benefit of creditors; in such circumstances, if the case, the Insurer will restitute the part of the insurance premium already paid and undue by taking into account the period in which the Insurance Contract was in force, by taking into account all the expenses made in connection with the Insurance Contract, including purchasing, management and reinsurance costs.

5.9. The Insurance Contract is null in case of inaccurate statement or in case of reticence (that consists of the omission to communicate a circumstance) made with bad faith by the Policyholder/Insured Person as concerns circumstances that, if had been known by the Insurer, would have determined this one not to give his consent or not to give it under the same conditions, even if the statement or reticence did not have an influence over the occurrence of the insured risk. In this case, the premium paid remain acquired by the Insurer, who may also request the payment of the premiums due until the time when they found out of the cause of nullity.

5.10. The inaccurate statement or reticence from the Insured Person/Policyholder of the insurance of whose bad faith could not be established does not draw by the insurance nullity.

5.11. In case that finding of the inaccurate statement or reticence takes place before the occurrence of the insured event, the Insurer has the right either to maintain the Insurance Contract requesting the premium increase, or to terminate the Insurance Contract when reaching to a term of 10 days calculated from the notice received by the Insured Person, restituting to the latter the part of the premiums paid in relation to the period in which the

insurance is no more effective. When the inaccurate statement or reticence is ascertained after the occurrence of the insured event, the indemnity is reduced in relation with the proportion between the level of the paid premiums and the level of the premiums that should have been paid.

5.12. In case that the Insured Person submitted an application for opening the insolvency procedure before the conclusion of the Insurance Contract or the petition for opening the insolvency procedure was submitted by creditors of the Insured Person, and this one knew about the opening the insolvency procedure on the date of concluding the Insurance Contract, the Insurance Contract is null and the Insurer will restitute the paid insurance premium.

5.13. In case of denunciation or termination of the Insurance Contract after a damage, its provisions apply for all the cases of damage occurring before denunciation or termination. The Insurer is entitled in case of denunciation or termination of the contract to retain the insurance premium paid by the Insured Person for the entire insurance period, if indemnities were paid or are due, or as applicable to compensate the amounts due by the Insured Person as insurance premium for the entire insurance period with any indemnity/due indemnity.

## **6. FORCE MAJEURE AND FORTUITOUS CASE**

6.1. Neither of the contracting parties is liable for the failure to fulfill on term and/or improper fulfillment – totally or partially of any obligation that is incumbent on the basis of the Insurance Contract, if the nonfulfillment or improper fulfillment of the respective obligation was caused by force majeure or by fortuitous case, as defined by the law.

6.2. Force majeure shall mean any external, unpredictable, absolutely invincible and unavoidable event, that includes, but not limited to war or revolution, fire, flood, earthquake, epidemics, embargo or restrictions of quarantine and that, occurring during the development of the Insurance Contract, prevents or delays, totally or partially, the fulfillment of the obligations arising from this Insurance Contract.

6.3. Fortuitous case will mean an event that cannot be provided and nor can it be prevent by the one that was called to be liable if the event had not occurred.

6.4. The party that claims force majeure or fortuitous case is bound to notify its occurrence to the other party within 5 days since the occurrence of the event and to take all the measures possible to limit its consequences.

6.5. If, within 30 days since occurrence, the respective event does not cease, the parties are entitled to notify to each other the termination of full right of this Insurance Contract, without that any of them being entitled to claim payment of damages.

## **7. OBLIGATIONS OF THE PARTIES**

7.1. Before the commencement of the Insurance Contract and/or before the commencement of any coverage through the insurance and during the development of the Insurance Contract, the Policyholder/Insured Person has the following obligations:

- To provide to the Insurer all the information which they have available as concerns the risk conditions that will stay at the basis of overtaking in the insurance by the Insurance Contract, when filling in the Questionnaire Application and of the documents relating to the insured risks that will be attached to the Insurance Contract and to respond in writing both before issuance of the Insurance Contract, and during its development on the Insurer's demands, including those as concerns the risk conditions. Information as concerns the risk conditions shall mean all complete and detailed information that influence the risk and that stay at the basis of the Insurer's decision concerning the acceptance /declining of overtaking the risk insurance or acceptance of the risk based on some special conditions or continuing the coverage through insurance in case of occurrence of some changes of the rock conditions during the development of the Insurance Contract;
- To communicate in writing the changes as concerns the insured risks and/or the conditions that influence or might influence the insured risks within 2 (two) business days at the most, as of the date when they were informed or they could have been informed about it and to take immediately on their account, the measures required for prevention or avoidance of the occurrence of some damages;
- To notify the Insurer in writing in the same day, as concerns the submission of an application concerning opening of the insolvency procedure by the Insured Person;
- To notify the Insurer in writing within 2 (two) business days, as concerns the submission of an application concerning opening of the insolvency procedure by their creditors;
- To allow the Insurer's representative whenever they deem necessary checking the risk conditions;
- To comply with the recommendations made by the Insurer as concerns the risk conditions and measures of prevention or the occurrence of damages and not to allow changes that might lead to the increase of the risk conditions;
- To notify in writing the Insurer about the interest of the Insured Person within 2 (two) business days at the most as of the date of its cessation;
- To notify in writing the Insurer about the change of the contact address or of the headquarters, or of their residence within 2 (two) business days at the most as of the date if its change;
- shall pay the insurance premium or its installments in the amount and on the due dates provided in the Insurance Contract and shall prove their payment.

7.2. In case of the occurrence of the insured event, the Policyholder/Insured Person has the following obligations:

- to take on the account of the Insurer and up to the insured amount, all the measures possible for limiting damages and to act both on the date of the occurrence of the event, and any time after such date, in order to eliminate possibilities of increasing damages already caused;
- to notify immediately the authorities and competent bodies by law, according to the occurred event (like for example: firemen, police, ambulance service) the closest from the place of the occurrence of the insured event, by requesting the drawing out of detailed acts as concerns the causes of the occurrence of the damage (including guilty persons) and to the caused damages;
- to notify the insurer in writing about the occurrence of the insured event, as soon as possible, but no later than 48 hours since the time when they learnt or should have learnt about the occurrence of the insured event, by specifying both the series, number and date of the issuance of the policy, and all the information which they hold as concerns the insured event and consequences of the its occurrence, including the potential increase of the damage;
- to prove its interests as concerns the insured risk;
- to declare if, at the time of the occurrence of the insured event, an application is submitted concerning the opening of an insolvency procedure by the Insured Person or by their creditors.

7.3. If the Insurance Contract is signed by a Policyholder, this one will have to observe all the obligations deriving from the Insurance Contract, except those that by their nature cannot be observed only by the Insured Person. The Insured Person/Beneficiary/Policyholder shall be liable for the nonfulfillment by any of them of the obligations undertaken by this Insurance Contract. The compliance with the obligations provided in the Insurance Contract and of the Insurer's recommendations prevail over their liability in connection with the Insurance Contract, including with the payment of the indemnity.

## **8. INSURANCE PERIOD. SUSPENSION OF THE INSURANCE CONTRACT**

8.1. The insurance period starts at 0:00 a.m. of the day specified in the Insurance Policy, but not sooner than 24:00 of the day in which the insurance premium was paid, or as applicable, its first installment was paid or the Insurance Contract was concluded.

The Insured Person does not benefit of a grace period on the full payment of the insurance premium, or of the first installment, as applicable. The insurance period ends at 00:00 p.m. on the last day of the insurance period specified in the Insurance Policy. The commencement and termination of the application of the amendments agreed by addenda observe the same rules concerning insured period related to the addendum.

8.2. The Insurance Period is specified in the Insurance Contract and cannot be longer than a year or less than one month. On the express demand of the Policyholder/Insured Person and with the written consent of Insurer, the Insurance Period may be more than one year.

8.3. The Insurance Contract is suspended automatically in terms of legal effects, and the Insurer's liability ends without notification in writing or other prior formality in case of non-payment in the amount established and on due dates of the premiums or of the installments of the insurance premiums provided in the Insurance Contract. In case that within 60 calendar days since the date of suspensions as a result of nonpayment on the due dates and and/or in the amount established of the insurance premium or of its installments, according to the Insurance Contract, the Policyholder/Insured Person does not pay outstanding amounts, the Insurance Contract is terminated automatically without being required other prior formalities.

8.4. The maturity date of the insurance premium or due dates of the installments of the insurance premiums established by the Insurance Contract may/can be changed/amended on the basis of a written request of the Policyholder/Insured Person, accepted by the Insurer and confirmed by issuance of an addendum to the Insurance Contract.

8.5. In case that in the suspension period, the Policyholder/Insured Person pays the insurance premium or the outstanding premium installments in the established amount, the Insurance Contract is reinstated at 00:00 p.m. of the day following the payment of the outstanding amounts, provided that the Policyholder/Insured Person transmits a sworn statement from which to result that they don't have claims to insurance indemnities /compensations for the event occurring during the suspension term.

8.6. In case that, during the Insured Period, it is ascertained the increase of the risk conditions compared to the time of concluding the insurance or occurrence of some additional risks compared to the time of issuance of the Insurance Contract or compared to the information sated by the Policyholder/Insured Person, the Insurer is entitled to suspend the Insurance Contract by a notification sent to the Insured Person, the suspensions being effective as of the date of the receipt of the notification by the Insured Person, and during the suspension, the Insurer's liability ends. Following the ascertaining of the remedy of the risk conditions and on the basis of the statements of the Policyholder/Insured Person as concerns the taken measures, as concerns the control at level of and /or of carrying out risk inspection, the Insurer will communicate to the Policyholder/Insured Person re-enforcement of the Insurance Contract as soon as possible but no later than 2 business days as of the date of notifying the Insurer or where applicable, carrying of the risk inspection.

## **9. INSURED AMOUNTS, LIMITS OF LIABILITY OR INDEMNITY AND/OR SUB-LIMITS INSURED BY THE INSURANCE CONTRACT**

9.1. The Insured Amounts, limits of liability or indemnity and/or sublimit insured by the Insurance Contract are mentioned in the Insurance Policy and/or in the documents attached hereto that are part of the Insurance Contract.

9.2. Establishing and stating the Insured Amounts, limits of liability or indemnity and/or of sub-limits Insured by the Insurance Contract are the duty and exclusive responsibility of the Policyholder/Insured Person upon the conclusion of the Insurance Contract in the Questionnaire Application and/or in other documents attached to the Insurance Contract. The Insurer cannot be kept liable for establishing some insurance amounts, limits of liability or of indemnity and/or of a/some sub-limits insured incorrectly, lacking accuracy or incompliant with the principles contained in the signed Insurance Contract. The conclusion of the Insurance Contract on the basis of the Insured Amounts, of the limits of liability or of indemnity and/or of sub-limits stated by the Policyholder/Insured Person do not represent and cannot be construed in any way, being an agreement or acceptance of the Insurer as concerns the type and the level of such values.

9.3. After each damaged the insured amount, the limit of liability or of indemnity and/or sublimit is diminished, as of the date of the occurrence of each of the insured event, for the remaining insurance period, with the indemnity due, the insurance continuing with the remaining amount, without such thing to affect the established insurance premium; on the demand of the Policyholder/Insured Person, the insured amount, the limit of liability or of indemnity and/or remaining sublimit may be completed or increased by addendum, based on the payment of the corresponding difference of the premium.

9.4. The insured amount, limit of liability or of indemnity and/or sublimit may be established:

- in Lei (RON);
- in foreign currency (ex: EURO);
- foreign currency (ex: EURO) equivalent in Lei (RON), case in which the Insurance Policy, Insured Amounts, limits of liability or of indemnity and/or sub-limits will be specified in the currency agreed by the parties and the payment shall be made in Lei (RON).

## **10. INSURANCE PREMIUM**

10.1. The Policyholder/Insured Person must pay the insurance premium in the same currency in which the insured amount was established except for the case when the Insurance Contract is issued in foreign currency equivalent in Lei (RON), when the insurance premium or as the case may be, the installments of the insurance premium are established in foreign currency and are paid in Lei (RON) at the reference exchange rate of the NBR, valid on the payment date.

10.2. The Policyholder/Insured Person must pay the insurance premium on the terms agreed by the Insurance Contract, by transfer in the Insurer's account. The bank fees or commission or any other fees paid in connection with the payment of the insurance premium or with its installments are under the responsibility of the Policyholder/Insured Person.

10.3. The Insurer does not have the obligation to notify the Policyholder/Insured Person about the maturity dates of the payment duties, as they are mentioned in the Insurance Contract.

10.4. The insurance premiums for the insurance contracts issued for an insurance period of less than one year, but no less than a month, are calculated based on the number of coverage days of the insurance, according to the "pro-rata temporis" principle.

## **11. ASCERTAINING AND EVALUATION OF DAMAGES. CALCULATION AND PAYMENT OF THE INDEMNITY**

11.1. Ascertaining of damages is made by the Insurer, directly or by its authorized persons, together with the Insured Person/ Policyholder/ Beneficiary/ their representatives.

11.2. The damages are evaluated by the Insurer, directly or by experts, on the basis of the documents kept at the damage file. The expenses with experts employed by the Insurer will be borne by such person, unless otherwise agreed with the Policyholder/Insured Person/ Beneficiary.

11.3. The indemnity due is paid in Romania as follows:

a) For the insurance contracts at which the insured amount and the insurance premium were established in Lei (RON) and the insurance premium was paid in Lei (RON), the indemnity is paid in Lei (RON); however, in case of partial damage, if the payment documents relating to the damage are in foreign currency, the indemnity due will be determined by the application of the NBR reference exchange rate from the date of the invoice issuance, if the all documents necessary for its instrumentation were submitted within 180 calendar days since the date of the occurrence of the insured event; in case of exceeding such a term, the indemnity due will be calculated depending on NBR reference exchange rate valid on the 180<sup>th</sup> calendar day as of the date of the occurrence of the insured event;

b) For the insurance contracts for which the insured amount and insurance premium were established in foreign currency and the insurance premium was paid in the same foreign currency:

- in case of total damage, the indemnity due is paid in the same currency as the insured amount was and the insurance premium were established;
- in case of partial damage, the indemnity due is paid in the same currency as the insured amount and insurance premium were established and the insurance premium was paid, for payment documents in the respective currency and in Lei (RON) for payment documents in Lei (RON);

c) For the insurance contracts for which the insured amount and the insurance premium were established in foreign currency and the payment of the insurance premium was made in Lei (RON) at the NBR reference exchange rate from the payment date, the indemnity is paid as follows:

- in case of total damage, the indemnity due is paid in Lei (RON) at the NBR reference exchange rate valid on the date of the occurrence of the insured event;
- in case of partial damage, the indemnity due is paid in Lei (RON) at the NBR reference exchange rate valid on the date of occurrence of the insured event for payment documents in foreign currency and in Lei (RON) for payment documents in Lei (RON).

11.4. The indemnity is established depending on the condition of the asset from the time of occurrence of the insured event. The indemnity due cannot exceed the value of the asset from that moment, value of the damage/insured amount/limit of liability or of indemnity /sublimit established/established by the Insurance Contract.

11.5. If the Insurance Contract provides for franchises, at the occurrence of each of insured event, the indemnity due is calculated by deducting the franchise on event, as provided by the Insurance Contract.

11.6. As a result of a damage already ascertained and accepted as being covered by the Insurance Contract, on the written demand of the Policyholder or of the Insured Person or of the Beneficiary, the Insurer may grant an advance from compensation, but no more than 50% from the value of the end indemnity that is estimated to be paid on the basis of the opened damage file. This clause does not represent a prior payment consent and it is no obligation of the Insurer and may not be used for binding the Insurer to the payment of an advance from indemnity without its full consent.

11.7. The Insurer is entitled not to pay indemnities in the following situations:

- The Policyholder/Insured Person/Beneficiary did not fulfill their obligations as resulting from the Insurance Contract or don't prove the right to the payment of the indemnity;
- The Insurance Contract was suspended or unilaterally denounced on the date of occurrence of the insured event;
- The Insurer ascertains the bad faith of the Policyholder/Insured Person/Beneficiary/of their representatives on the date or in connection with the conclusion of the Insurance Contract or with the occurrence of the insured event or with ascertaining and/or evaluation of the damage; the bad faith of the Policyholder/Insured Person/Beneficiary shall mean false or inaccurate statements inclusive, lack of truth, fraudulent aspects, omissions made for misleading the Insurer or non –communication of the risk conditions;
- The Policyholder/Insured Person/Beneficiary did not observe the Insurer's recommendations as concerns the improvement of the risk conditions formulated before the conclusion of the Insurance Contract or anytime during its development, and as a result of a damage, it is found that the damage or a part of it was favored or could have been avoided, if the respective recommendations would have been applied and/or observed;
- In connection with the occurrence of the insured event, a penal action was initiated against the Policyholder/Insured Person/Beneficiary/of their representatives, until its settlement.

11.8. If all the conditions imposed by the Insurance Contract are fulfilled and unless the law provides otherwise, the indemnity due will be paid by the Insurer within maximum 30 days as of the date of submitting the last document necessary for the ending of the damage file.

11.9. By the payment of the indemnity due, all beneficiary's claims are extinguished or, as applicable, to the Insured Person, towards the Insurer, in connection with the damage in question. When such misunderstanding will arise over the amount of the insurance indemnity, the unchallenged part of it will be paid by the Insurer before the settlement of the difference by good will or by court settlement.

## **12. OBJECT, RISKS AND EXPENSES COVERED BY THE INSURANCE CONTRACT**

12.1. The insurance object, the insured risks and expenses covered by the Insurance Contract are provided under the specific insurance conditions and, if the case, in the Additional Clauses.

## **13. GENERAL EXCLUSIONS**

- wars, invasion, action of an external enemy, hostilities (irrespective of a state of war being stated or not), civil war, rebellion, revolution, conspiracy, insurrection, riot, military disorder with or without power usurpation, martial law, deeds of a bad willing person that acts on the name and in

connection with a political organization, seizure, nationalization, expropriation, sequestration, confiscation, destruction or breaking down by order of any government de jure and de facto or of any public authorities;

- acts of terrorism, sabotage; such insurance does not cover damage, losses, costs or any kind of expenses caused directly or indirectly, resulting from, arising from, derived from or in connection with any acts of terrorism, irrespective of any other cause that contribute directly or indirectly to the respective damage, loss, cost or expense; in the context of such exclusion, the terrorism is defined as an act of violence or a threat with violence or a damaging action or that endangers human lives, properties or tangible or intangible structures, with the intent or of which effect is influencing any government or causing fear among the population or of a section of the population; in case that it is found that a part of such clause is not valid or cannot be enforced or implemented, the other clause will remain in force and effectively applied; act of terrorism shall also mean the use of a biological or chemical agent, of a gun or of a device /nuclear set or of a gun or of an explosive or of a destructive device or of an activity of any kind, with the intent to endanger directly or indirectly the safety of a property or of one or more persons; also, act of terrorism shall mean any act or activity defined by any law imposed by the authority of which country or territory where the respective activity was defined as an act of terrorism; in any suit, legal action or any other procedure in which the Insurer claims that, because of such definition, a damage, loss, cost or expenses is not covered by this Insurance Contract, the proof that such a damage, loss, cost or expense is covered fall under the duty of the Insured Person or, as the case may be, of the Beneficiary;
- reaction/nuclear radiation, contamination/radioactive pollution or any kind of contamination /pollution;
- destruction, alteration, dismemberment or distortion of any electronic data, coding, programs or software, as well as any other kind of faulty operation of a hardware equipment, software or electronic incorporated components (other than those resulted from a previous physical damage covered or from a loss suffered in the tangible goods), as well as no loss of interruption of the activity or loss of profit that may result from the above; in the context of this provision, the destruction, alteration, dismemberment or distortion of any electronic data, coding, programs or software, as well as any other kind of faulty operation of a hardware equipment, software or electronic incorporated components do not constitute a physical or material loss in itself; such exclusion applies regardless of the existence of any other provisions from the insurance conditions of this Insurance Contract;
- air transmission and distribution lines, including wires, cables, poles, towers, stations and transformer posts or other structures and equipment of any type that are or may be a part of such air transmission and distribution lines of electricity, any kind of communication (including audio or video) or telegraph, other than those located at the insured place or to a distance of maximum 150 meters from it; this exclusion comprises both material damages that may arise in the categories of listed goods, as well as the suspension of business and/or loss of profit as a result of such material damages, but also any kind of liability that might result thereof;
- deeds committed by the Policyholder/Insured Person/Beneficiary/User /their subordinates under the influence of alcohol, toxic substances, narcotics, hallucinogens, drugs;
- any prejudices caused by intent, by serious fault, or following the committing of a crime by the Policyholder/Insured Person/Beneficiary/by persons legally designated to represent them /their subordinates or by individuals reached at the age of 18 who live at the insured address and/or that permanently live and co-habitate with the Insured Person or the insurance Beneficiary;
- prejudices without patrimonial nature (moral damages), including those related to any kind of discriminations.
- Cases of exclusions provided under the General Conditions are completed by those provided under the Specific Insurance Conditions and, if the case, with those of the Additional Clauses.

#### **14. COMMUNICATIONS**

14.1. The parties establish and accept expressly that any communication in relation with the conclusion, execution change or termination of the contract can be made both in writing and by remote communication means such as telephone, electronic mail, online applications, etc. Any communication, irrespective of the chosen means is deemed as received on the same date if it is served until 5.00 p.m. Any communication served after 05.00 p.m. is deemed as received on the next day or in the following business day.

#### **15. PERSONAL DATA PROTECTION**

15.1 The Insurer is recorded in the ANSPDCP Registry under no. 9195 and observes all the provisions of the law 677/2001 on the protection of persons as concerns the personal data processing and free movement of such data.

15.2 By signing the Insurance Contract, the Insured Person/Policyholder/Beneficiary shows their express consent for processing of personal data (including Personal Identification Code and biometric data) by the Insurer, as of the time that they have access thereto, following the conclusion of the Insurance Contract, as well as after its end for the management of the Insurance Contract, checking of the indemnification application in case of occurrence of the insured event, activity of re-insurance and analysis of the clients portfolio (such listing being illustrative and not restrictive) as well as the express consent which the Insurer should obtain, to process, store and archive the data and information obtained, as well as to send, under the conditions and with the observance of the law, to third persons (resident and non-resident, in this last case, even if the legislation of the addressee state does not confer a protection level equivalent to the one provided by the Romanian legislation) both data and information obtained during the development of the Insurance Contract, and the personal data of the Insured Person/Policyholder/Beneficiary, for their processing.

15.3 By signing the Insurance Contract, the Insured Person/Policyholder/Beneficiary represent and guarantee expressly that they were informed that they may exercise the right to access such data, the right to intervene over the data, the right to opposition, the right of not being subject to an individual decision, as well as the right to appeal to justice, for exercising the right to access to data, of the right to intervene over the data and of the right to opposition, the Insured Person/Policyholder/Beneficiary may address themselves to the Insurer with a written application, dated and signed, that shall mention the information provided by the law, application that will have attached a legible copy of the identity card of the applicant.

15.4 The Insured Person/Policyholder/Beneficiary, by signing the Insurance Contract, represent that they understand fully that the main purpose of data processing is the conclusion and management of the Insurance Contract and that the refusal to provide it would determine the impossibility to conclude the Insurance Contract.

15.5 The Insured Person/Policyholder/Beneficiary, by signing the Insurance Contract, according to the Order no. 24/2008 for enforcement of the Norms on prevention and fighting against money laundering and of financing terrorism acts through the insurance market, represents that they will observe the provisions of the aforementioned order no. 24/2008, that will state the real Beneficiary of the Insurance Contract at the time of signing of the Insurance Contract and will notify the Insurer in case in they hold a public position, indicating as well the occupied position.

15.6 The Insured Person/Policyholder/Beneficiary undertakes to communicate to the Insured Person immediately after change of the given statements and appropriated at the time of signing of the Insurance Contract. Otherwise, the Insurer reserves the right to refuse carrying out of the transactions requested and/or to cease the relationships with the Insured Person/Policyholder/Beneficiary in case of false statements or if they have suspicions concerning the truthfulness of the stated facts.

## 16. DEFINITIONS

16.1. Insured Person: owner of the interest concerning the insured risk; when the Insured Person is also the Policyholder, the meaning of the notion of Policyholder will be construed as being part of the definition of the Insured Person; this definition is supplemented by the Specific Insurance Conditions depending on the category of covered risks.

16.2. Insurer: UNIQA Asigurări S.A., registered in the Insurers Register with the Financial Supervisory Authority under number RA – 007/10.04.2003.

16.3. Beneficiary: person entitled to receive the indemnity in case of occurrence of the insured event.

16.4. Risk conditions: represents all the elements and information establishing the level of the risk covered by the Insurance Contract; the analysis of the risk conditions is made by the Insurer and leads to formation of the terms and of the conditions in which the Insurance Contract is issued; the amendment of the risk conditions during the insurance period leads to the obligations of the Policyholder/Insured Person to notify the Insurer in writing as concerns such aspect.

16.5. Insurance Contract: act concluded in writing by which the Policyholder/Insured Person undertakes to pay the insurance premium to the Insurer, and the Insurer undertakes that in case of occurrence of an insured event shall pay an insurance indemnity/compensation within the limits and the conditions established by the Insurance Contract, Insured Person or Beneficiary. This is a civil contract comprising the Insurance Policy, the general insurance conditions, Specific Insurance Conditions, Additional Clauses, questionnaire applications, potential addenda and any other document attached to it.

16.6. Policyholder: person who concludes the Insurance Contract with the Insurer for the assurance of the risks concerning another person or for its goods or activities and undertakes towards the Insurer to pay the insurance premium and to comply with the obligations that are incumbent by the Insurance Contract. If the Policyholder is the same person with the Insured Person, the Policyholder will not be nominated individually in an Insurance Contract; if the Policyholder is a third party to the Insured Person, it will be understood that the Policyholder insures a risk that regards the Insured Person and both of them will be nominated in the Insurance Contract; throughout the contents of the Insurance Contract, when phrasing like "Policyholder/Insured Person/Beneficiary" or similar arise, it shall be understood that the text refers to the "Policyholder and/or Insured Person and/or Beneficiary and/or their subordinates" any of them being liable for the action or obligation that the text refers to.

16.7. Fault: form of guiltiness. The deed is committed by fault when the author either foresees the outcome of their deed, but such author does not accept it, thinking without any grounds that it shall not occur, or such author does not foresee the outcome of the deed, although he/she might have or should have foreseen it.

16.8. Serious fault: the fault is serious when the author acted with a negligence or imprudence which neither the person lacking the most cleverness would have showed towards their own interests.

16.9. Due Insurance Indemnity/Compensation: amount owed by the Insurer to the Beneficiary of the Insurance Contract following the occurrence of an insured event.

16.10. The insured event: damage occurring suddenly, unexpectedly and by accident that arise during the insurance period and following which, a right arise to compensation under the conditions defined and agreed by the parties by the Insurance Contract.

16.11. Franchise: part of the prejudice borne by the Insured Person or by the Beneficiary established according to the Insurance Contract as a fixed value or as a percentage from the insured amount or from the limit of liability or of indemnity or from the sublimit or as percentage of the damage and that is deducted from the compensation, resulting the due indemnity.

16.12. Insurance period: period of time for which the Insurer overtakes the liability for the occurrence of the events insured.

16.13. Policy: document that is part of the Insurance Contract, containing specific and detailed information concerning the Insured Person/Policyholder/Beneficiary, to the insurance object, Insured Amounts, insurance premiums, limits of liability or of indemnity or insured sub-limits, the risks and expenses insured; represents the evidencing means that prove the conclusion of the Insurance Contract, the time of commencement and the time of ending the Insurer's liability.

16.14. Insurance premium: amount owed by the Policyholder/Insured Person for the Insurer overtaking of the insured risks.

16.15. Insure risks: risk covered by the Insurer, expressed by the likeliness of occurrence of an insured event multiplied with its consequences.

16.16. Sublimit: amount established up to the insured amount or limit of liability or of indemnity for certain insured risks and/or expenses nominated expressly in the Insurance Contract; represents the maximum liability of the Insurer in case of occurrence of the respective event or in case of incurring the respective expenses; unless otherwise provided by the Insurance Contract, the sublimit does not operate in the meaning of increasing the insured amount/limit of liability or of indemnity.

16.17. Insured amount /Limit of liability or of indemnity: amount for which the insurance was concluded, according to the statement of the Policyholder/Insured Person in the Questionnaire Application or in any other document attached to the Insurance Contract; represents the maximum liability of the Insurer in case of occurrence of one or more insured events.

16.18. Remote communication means: any means that, without requesting the physical simultaneous presence of the two parties, of the Insured Person and of the Insurer, may be used for communications concerning the conclusion, execution, amendment and termination of the Insurance Contract.

## Auto & Libertate CASCO insurance policy

### SPECIFIC CONDITIONS of the voluntary car insurance policy (CASCO)

#### 301.S.002.1

## 1 PRELIMINARY CLAUSE

1.1 The present specific conditions for the voluntary car insurance policy are valid only accompanied by the general insurance conditions. The provisions of the specific conditions for the voluntary car insurance policy are derogatory from any contrary provision of the general insurance conditions and shall apply with priority.

## 2 THE INSURED INTEREST

**2.1** Under the insurance agreement, the insured interest is that of the owner of the insured vehicle, even if the insurance agreement was executed by a policyholder, other than the insured, or even if the compensation due in case of an insured event is paid out to a third party, other than the insurer, but with the latter's prior written consent.

**2.2** Should the insured interest fail to comply with the previous article, the policyholder/insured must state this in writing before concluding the insurance agreement.

**2.3** The insurance agreement shall be deemed fully terminated, without any prior formality, from the time the insured car has been alienated, unless the insurer has offered their written and explicit consent, under the insurance agreement, to proceed with the insurance thereafter.

## 3 INSURANCE AGREEMENT COVER. OBJECT OF THE INSURANCE, COVERED RISKS AND COSTS

**3.1** The object of the insurance are the vehicles matriculated/registered definitively in Romania, held by natural or legal persons with domicile, residence or offices in Romania. Under the express consent of the insurer mentioned within the insurance agreement, vehicles temporarily matriculated/registered on Romanian territory may also be insured. The insurance is valid in the following European countries, under section 3.1.1 and has effects in instances including when the insured vehicle is driven by persons other than the insured person/policyholder, but only under consent from the insured person/policyholder.

**3.1.1** The European states where the insurance agreement is valid are the following: Albania, Andorra, Austria, Belgium, Bosnia & Herzegovina, Bulgaria, the Czech Republic, Croatia, Denmark, Switzerland, Estonia, Finland, France, Germany, Greece, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxemburg, FYROM, Great Britain, Republic of Moldova, Monaco, Montenegro, Norway, the Netherlands, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Turkey, Ukraine, Hungary, the Vatican.

**3.2** Under the insurance agreement herein, the insurer awards compensation from insured risks, for damage caused on public roads, on roads closed for public traffic, within premises and other sites, during the insured vehicle either moving, or standing, based on the risk package covered, except for instances excluded under the insurance agreement.

**3.3** Risk packages covered under the insurance agreement:

**3.3.1 The CASCO BASIC risk package** – The insurer awards compensation for material damage produced:

a) directly or indirectly, pursuant to the occurrence of natural phenomena, as follows: the insurer awards compensation for direct or indirect material damage produced to the insured vehicle due to flooding, including high waters, alluviums, lake or river overflows, dam or embankment breaking off, storm, hurricane, earthquake, land collapse or landslide, torrential rainfall, hail, thunder, weight of snow or ice layer, snow avalanches, vehicle being hit by objects as a consequence of natural phenomena on the insured vehicle or the building sheltering such vehicle, such as the collapse of a tree struck by thunder, the mechanical action of items carried by the wind (during storm or hurricane), demolishing of constructions or parts of constructions (roofs, winds etc.) due to the weight of the ice or snow layer or snow avalanches, earthquakes, collapses or landslides;

b) by measures taken during the occurrence of the insured event for rescuing of the vehicle or the construction sheltering such vehicle.

**3.3.2 The CASCO DYNAMIC risk package** – The insurer covers the CASCO BASIC risk package and awards additional compensation for material damaged occurred:

a) directly, by damage during the insured vehicle traveling, i.e. material damage occurred only during the vehicle traveling on a traffic road as a consequence of a collision, strike or hit against another traffic vehicle; such cover is only valid provided that authority documents (Police, firemen, other relevant bodies) or a friendly findings form was drawn up, under the current law; the insurance provides cover irrespective of whether the insured person/policyholder is at fault, an injured third party or is part of a joint fault situation;

b) directly or indirectly, by fire, while parked/stationed or traveling;

c) directly or indirectly, by explosion, except for tyre/inner tube explosion;

d) directly or indirectly, by falling items;

e) directly or indirectly, by animals, i.e.: chewing and hitting (excluding scratches), except for damage occurred to the insured vehicle as a consequence of animal transport;

f) by measures taken during the occurrence of the insured event, for rescuing any persons trapped during such event (for instance, extrication).

g) directly, during towing, loading/unloading, carrying on road or rails platforms, during sea, air or naval transport, exclusively in the instance that the operation is confirmed by a confirmation document issued by the service provider;

h) by staining, fumigation, carbonization or water-related damage, due to measures taken during the occurrence of the insured event in order to rescue the vehicle and/or the construction sheltering such vehicle;

i) in case of flooding, pursuant to the natural or accidental flooding of the area where the insured vehicle is located, as well as for the damage produced by the mechanical action of rivers or items carried by such rivers;

j) permanent constructive changes and/or additional equipment, if mentioned under the insurance agreement, included in the insured amount and were installed on the vehicle at the time of occurrence of the event

k) for the glazed elements of the vehicle, if the damage or destruction occurred on the occasion of an insured event that also affected the vehicle body.

l) for damage directly occurred to the rims, tyres or hubcaps, if they were installed on the vehicle at the time of occurrence of the event and the damage to them occurred on the occasion of an insured event having also affected the vehicle body and/or members and/or other vehicle components;

m) for damage occurred to spare tyres and tools delivered by the vehicle manufacturer as standard equipment (for instance – jack, spare tyre, wheel wrench etc.) if found within the vehicle and the damage of destruction occurred as a consequence of an insured event.

The insurer, shall award compensation, within the limits of the insured amount, in the event of occurrence of an event covered under the CASCO DYNAMIC risk package and for rescue expenses, expenses related to the purchase and installation of material necessary for the preservation and/or transport/towing of the car, if unable to be moved by own means from the site of the occurrence of the insured event and to the repair shop closest to the site of the event and that may perform the necessary repairs, or to its designated shelter, within the maximum limits of:

- Euro 500/event – for vehicles with a maximum permitted load capacity of up to and including 3.5 tons;

- Euro 1,000/event - for vehicles with a maximum permitted load capacity between 3.5 tons and up to and including 16 tons;

- Euro 1,500/event - for vehicles with a maximum permitted load capacity of more than 16 tons;

Shelter is the site where the insured vehicle is regularly parked or stationed.

The limits awarded for road assistance shall not be cumulated with the limits mentioned in the specific conditions for provision of roadside assistance.

**3.3.3 The CASCO PREMIUM risk package** – The insurer covers the CASCO DYNAMIC risk package and awards additional compensation for the damaged occurred directly or indirectly:

- a) from failure following collision, strikes or hits against other vehicles or any other movable or fixed bodies (including animals), located inside or outside the vehicle, accidental scratches, skids, tilts or falls (off steep cliffs, in the water, due to bridge collapses etc.), during traveling, as well as during stationing;
- b) directly or indirectly, as a consequence of vandalism;
- c) directly or indirectly, by unknown authors;
- d) directly, for any set or part of the insured vehicle, as a consequence of moving goods during transport, unless the vehicle was loaded in excess of its maximum permitted load capacity, based on manufacturer's provisions, or the damage occurred out of the severe fault of the insured or its agents in relation to the loading/mooring procedures used for the carried goods;
- e) directly, to the insured vehicle, pursuant to operations of loading/unloading of goods into/from the vehicle.

#### 4 SPECIFIC EXCLUSIONS

**4.1** Under the current insurance agreement, the insurer may not pay any compensation in relation to:

- a) damage occurred by the use, operation, wear or pursuant to manufacturing faults in materials, or hidden flaws, such as: the windshield/tonneau tension, fissures, cracks or holes occurred pursuant to inadequate treatment applied to respective materials; if however, pursuant to the damage, for any reason, of some parts or components of the insured vehicle, some insured events occur, as well as damage to other parts or components of the vehicle, such damage is covered under the insurance agreement;
- b) damage produced by temperature influence on the engine of the insured vehicle (e.g.: the lack of cooling liquid from the engine), damage caused to the engine, the gearbox or the differential due to the lack or insufficient greasing or their overheating by any reason than those already mentioned under the insurance conditions;
- c) damage occurred from electricity action over the power system, the alternator, the electromotor, lamps, onboard devices (including onboard assistant) or other systems, parts or accessories of the insured vehicle that use electricity or are driven by it;
- d) damage occurred to components/subsets of the insured vehicle, as a direct consequence of vibrations during traveling;
- e) damage caused only to tyres, rims or hubcaps by striking, cutting, puncturing or explosion, if the body of the insured vehicle is not affected, except for damage caused to them by acts of vandalism;
- f) damage caused to spare part components, spare parts, tarpaulins, bonnets, fuels or any other goods found in the insured vehicle, except for damage caused to spare tyres and tools delivered by the vehicle manufacturer as standard equipment (e.g.: jack, spare tyre, wheel wrench), but only if they were inside the vehicle, as well as to tarpaulins installed on vans;
- g) damage caused to the insured vehicle or any other damage of parts or components of such vehicle, as a consequence of theft or attempted theft, if the event was not recorded with the police and confirmed by the latter;
- h) damage occurred to such vehicle components that were damaged upon execution of the insurance policy – mentioned under the risk inspection report or shown in the photographs taken by the insurer's agent and acquired by the insurer or their agent, which were not remedied by the insured and found as such by the insurer up to the time of the procedure of the insured event;
- i) damage caused to the insured vehicle as a consequence of its use as plant or work system, according to its special destination, as well as the damage occurred at devices or system installed on the insured vehicle while they were used according to their destination.
- j) theft of the vehicle itself or several components (subsets), as well as damage occurred pursuant to theft or attempted theft, if the theft risk insurance clause was not contracted.
- k) theft of the vehicle itself or several components, committed by depredation or robbery, if the theft risk insurance clause was not contracted.
- l) loss or theft of keys, if the theft risk insurance clause was not contracted.
- m) damage produced exclusively to glazed elements, which are deemed to be glass elements or composite materials allowing the physical closing of the vehicle, but without however visually closing the visual delimited area (windshield, lights, projectors, signaling lights, boundary light, tonneau, side windows, hatch, glass ceiling and other similar) without being damaged, within the same event and other vehicle events.

**4.2.** Except for the theft of the insured vehicle, the insurance shall not cover instances where the documents executed by the relevant bodies and/or other means of evidence show that, at the time of the occurrence of the insured event:

- a) the insured vehicle was driven or actuated, without the existence of a valid driver's license or any other valid driving authorization;
- b) the insured vehicle was driven or actuated, at the time of the accident, by a person not in possession of a driver's license valid for the respective class of vehicle or whose driver's license was suspended, cancelled or withheld with a view to being cancelled or suspended, without having been issued with a temporary driving authorization or the same had expired, unless the vehicle fitted with double command was driven by the learner of a driving school, during driving classes, assisted by a driving instructor or examiner;
- c) the person having driven or actuated the insured vehicle, at the time of the occurrence of the event, was under the influence of alcohol, if the level of the blood alcohol concentration reaches the level of an offence, drugs or stupeficient substances or medicine with similar effects, or they had resisted biological or toxicological sampling or they had fled the site of the accident, considering that such an action is forbidden under the current law, or they had no current professional certificate, under the law existing at the time of occurrence of the insured event;
- d) the person having driven the insured vehicle was committing, at the time of occurrence of the accident, an offence or was trying to resist investigations pending the occurrence of such deed;
- e) subsequent to the occurrence of the event, the person driving the vehicle refuses to undertake biological sampling in view of determining their blood alcohol concentration or use of drugs/stupeficient substances or medicine not compatible with driving, or they had fled the site of the accident without the permission of the relevant bodies, when the event occurred pursuant to an offence.

**4.3** The insurer shall not cover under the insurance and shall not award any compensation for:

- a) vehicles used for carrying hazardous goods (according to the ADR), such as explosive and flammable material with high risk level (e.g. nitroglycerine, dynamite or similar explosives), as well as carrying toxic waste; the exceptions from such provision are fuels (gas, diesel, LPG) and bitumen;
- b) indirect damages, such as the decrease in the insured vehicle's value after repairs;
- c) patrimonial or financial damage and losses occurred due to interruption in the use of or the lack of use of the insured vehicle, even pursuant to a cause contained in the insurance
- d) the expenses brought about by traveling to the site of the occurrence of the insured event, as well as the cost of clinical healthcare offered to the drivers injured during the course of the insured events;
- e) expenses performed for transforming or improving the insured vehicle, compared to its state before the occurrence of the insured event, for repairing some failures or destructions caused by reasons not covered under the insurance or for unsuccessful repairs; by exception, the transformations or improvements found upon the risk inspection, at the time of insuring the vehicle;
- f) damage produced directly or indirectly to the insured vehicle as a consequence of sports competitions for motorized vehicles of any kind (including tests, trials and trainings), auto shows/presentations, rallies, speed and endurance tests, including those outside an official program or test-drive;
- g) damage produced intentionally or in bad-faith by the insured or their agents, if proven by the papers concluded by the relevant bodies (Police, firemen or other relevant bodies) or pursuant to the investigations undertaken by insurer;
- h) damage stated that have not been produced or that have occurred at a different time and in other circumstances than those stated by the insured or their agents, statements which prevent the insurer from deciding upon classing the event as an insured risk event;
- i) damage caused, to the outside and the inside of the vehicle, by acids or any other corrosive or chemical substances, unless the damage has occurred pursuant to acts of vandalism;
- j) the part of the damage that has augmented, after occurrence of the insured event, by not taking the necessary measures for restricting it, by the insured or their agents, if such action results from the documents executed by the relevant bodies (Police, firemen or other relevant bodies) or pursuant to the investigations undertaken by insurer;
- k) damage caused by fire or explosion, due to the use of open flames, including upon repairing the vehicle, or pursuant to the transport or storage of hazardous or combustible substances, within the insured vehicle or inside the area where such vehicles is stationed/is parked.
- l) damage caused by fire or explosion, caused by the hazardous materials or substances carried (radioactive, ionizing, flammable, explosive, corrosive, combustive), that have determined or aggravated the damage, or in case of a lack of legal approvals for the driver and the vehicle, as issued by the relevant authority;
- m) damage occurred pursuant to the voluntary entering with the vehicle in river beds or in flooded or water-covered areas (on the carriageway or outside it), including damage occurred by water aspirated into the engine;
- n) damage occurred pursuant to the direct use of the vehicle on road sections or on roads exhibiting an imminent risk of car damage or pursuant to entering areas with load restrictions or restrictions related to the passage capacity, and which exhibits an imminent danger of damaging the vehicle;
- o) damage occurred pursuant to the use of vehicle in instances inconsistent with the manufacturer's specifications on the maximum load capacity and/or passage capacity, or the damage was caused by the action/inaction or the severe fault of the insured or their agents in relation to the means for loading the carried goods or the use of the vehicle.
- p) damage produced to the insured vehicle by actions of animals carried inside the vehicle;
- q) damage occurred while the vehicle was entrusted to a repair unit and such damage resulted from:
  - the inadequate handling of the vehicle, including pursuant to performing road tests
  - the abnormal operation or failure of the plant and systems present at the repair unit or the inadequate handling of such plant and systems by the repair unit employees
  - theft or attempted theft
  - fire or damage caused to the repair unit building, for any reason, that would lead to the damage or destruction of the vehicle
- r) instances when, upon executing the policy or subsequent to that, the insured or the persons in the insurance have offered statements inconsistent with reality, or they are in contradiction with the status quo, an instance that would prevent the insurer from ascertaining whether the event is or is not a covered risk, as well as the instance when they had tried to obtain, by fraud or attempted fraud, undue compensation;
- s) instances where the insured person/policyholder/beneficiary or their agent simulates the insured event or intentionally exacerbates the damage amount, uses mendacious, false, fraudulent or illegal means or documents as justification, irrespective of whether they were or were not aware of the nature of such documents, or willingly modify/alter the consequences of the insured event;
- t) damage caused to tank cars or road tankers, in the event that, at the time of the occurrence of the insured event, the driver had less than 5 years of using such vehicle class.
- u) damage caused pursuant to the collision with a rail vehicle, except for trams.

**4.4** In the case of attempted risk, the insurer shall not award compensation if:

- a) relevant Police bodies did not record any complaint in relation to the theft or attempted theft and if they cannot confirm the theft or attempted theft;
- b) after committing the theft or attempted theft, the damage augmented due to the insured or their agents not taking any measures for limiting such damage, for that part of the damage that had augmented, if such a fact results from the documents executed by the relevant bodies (Police, other investigative bodies) and/or any other means of evidence, or pursuant to the investigation undertaken by the insurer;
- c) the theft or attempted theft was partly undertaken by persons in the family of the insured, persons sharing the same accommodation and/or household with the insured, as well as any other one of their agent;
- d) during the time when the insured vehicle was unused and left unsupervised by the driver, the key remained in the ignition and the vehicle was unlocked (except for instances where such measures were not possible due to construction particulars of the vehicle), or keys and/or original documents of the vehicle were left inside it (registration certificate, identification booklet and/or ownership documents);

- e) the insured or the persons under the insurance policy offer contradictory statements or statements that are inconsistent with reality, as well as instances where criminal investigation bodies undertake investigations/research in relation to the reality of damage occurrence, as well as in the instance that investigations occur in relation to the persons contained in the insurance, until such investigations are completed;
- f) at the time of the theft or the attempted theft, the insured vehicle was dismantled into parts, unless the theft or attempted theft occurred pursuant to a break-in on the premises where the dismantled vehicles was located;
- g) the insured did not take any measures to prevent the theft of the insured vehicle or its parts, under the insured's duties as stated under the current insurance conditions;
- h) the insured person/policyholder entrusted the vehicle to a person unwilling to return it.

**4.5** The insurance shall not cover the goods stolen from the insured vehicle, or damaged during the theft or attempted theft, other than those equipped, nor do the components, parts and goods provided under art. 4.1, letter f.

## **5. INSURED AMOUNT**

**5.1.** The Insured amount of the vehicle must represent its true value, calculated as being the value of new item of the vehicle multiplied with the true value coefficients according to the Insurer's scale. The table comprising the true value coefficient is an integrated value of the Insurance Contract and is the Annex no. 1 hereto.

**5.2.** The value of new item of the vehicle on the date of concluding or renewing of the insurance is determined directly or by equivalence (depending on the producer, model, technical characteristics), as it follows:

- a) In case of new vehicles on the date of the insurance offer purchased from the representative offices from Romania or from abroad: based on the sale purchase invoices or of the proforma invoices or of leasing contracts (DDP price); any commercial / promotional discounts will not be taken into account in the calculation of the insured amount;
- b) In all the other cases: based on the prices of new items in the specialty catalogues or price lists from the specialized producer/dealers.

**5.3.** For the insurances that are renewed continuously at the Insurer, the insured amount is established by starting from the new item sale purchase value on the date of the renewal or, if the respective model is no longer manufactured, by equivalence with a similar model in terms of constructive parameters on the date of renewal of the policy.

**5.4.** During the insurance term and on its renewal, on demand of the Insured Person, the insured amount may be increased, as a result of making some constructive changes or mounting of additional equipment on the insured vehicle, by the payment of the insurance premium related to the difference of the insured amount and in compliance with the provisions from the insurance conditions concerning conclusion of a new insurance (entry into force, risk inspection).

**5.5.** Additional equipment mounted on vehicle is insured at the value stated by the Insured Person in the questionnaire – application. Their total value cannot exceed 20% from the insured amount of the vehicle, except the case when constructive changes were made and / or coach building was made by authorized companies for such works.

**5.6.** The devices, equipment, special endowments mounted by the producer on the vehicle are comprised in the insurance only if their value was taken into account when establishing the insured amount.

**5.7.** The Insured amount of the vehicle comprises VAT.

**5.8.** If at the time of occurrence of the insured event, the insured amount mentioned in the Insurance Contract of the vehicle is more than the true value of the respective vehicle, the value of the damage is limited to the true value of the vehicle. In this case, at the time of the payment of the indemnity due, the Insurer will return the premium difference equivalent to the over-insurance according to the pro-rata temporis principle for the period of time that passed from the date of commencement of the Insurance Contract.

**5.9.** If at the time of occurrence of the insured event, the insured amount mentioned in the Insurance Contract of the vehicle is less than the true value of the respective vehicle, the amount of the damage is reduced according to the ratio between the insured amount of the vehicle and its true value (proportionality principle).

**5.10.** In case that the Insured Person/Policyholder attempt to obtain some benefits by simulation of the damage (that did not occur or occurred at another date or in other circumstances than those stated) for a vehicle of which value was determined, on the basis of the request of the Insured Person/Policyholder, more than its value on the date of concluding the insurance, the Insurer will refuse the payment of the indemnity and will terminate the Insurance Contract, with a prior notice, without restituting the insurance premium paid and with the notification of the competent authorities for the starting of the criminal prosecution.

## **6. FRANCHISES DEDUCTIBLE PER EVENT**

**6.1.** The Insurance Contract is concluded with the application of some deductible franchises, mentioned therein, representing the part of the damage borne by the Insured Person. The franchise value is mentioned in foreign currency EURO, irrespective of the currency in which the Insurance Policy was concluded, and in case of some damage, its quantum will be calculated by multiplying the value with the NBR exchange rate on the date of the event.

**6.2.** The franchise is not applicable (not deducted from the indemnity) in case that the indemnities due are owed for damages caused by the exclusive fault of another vehicle identified and the Insured Person through a third party civil liability insurance policy for vehicles, valid on the date of occurrence of the insured event.

**6.3.** For the first event (partial damage) in which the franchise is applied, the Insured Person grants a bonus in amount of Euro 100, (once during the policy term), only if the repair is made in the network of partner repair units of UNIQA Asigurări S.A (see the list posted on the official site of the company [www.uniqa.ro](http://www.uniqa.ro) or in any subsidiary of Uniqa Asigurări SA;

## **7. OBLIGATIONS OF THE INSURED PERSON/POLICYHOLDER**

**7.1.** before the entry into force of the Insurance Contract and during its development, the Insured Person/Policyholder must:

- a) Pay the first insurance premium, respectively installments of the insurance premium, in the amount and on the due dates established by the Insurance Contract or by any potential addenda issued after the Insurance Contract;
- b) to communicate in writing all information relating to the risk conditions and/or any kind of changes that influence or may the insured risks, immediately after being informed about them and to take on its expenses prevention measures for avoiding the occurrence of some damages;
- c) to answer in writing to the questions formulated by the Insurer, according to the questionnaire application, as concerns the essential circumstances relating to risk;
- d) that in case that the circumstances concerning risk, as they were stated by the Insured Person/Policyholder on the conclusion of the insurance, change during the development of the Insurance Contract, the Insured Person must communicate in writing to the Insurer the changes that took place, within two business days as of the date of learning about them, for instance in the following situations: the use of the vehicle for taxi driving, rent-a-car, guarding and protection, distribution, commodities, courier services, etc. ; on the basis of the communication served by the Insured Person, the Insurer is entitled to propose to the Insured Person changes of the Insurance Contract, in accordance with the new circumstances concerning the risk or, may denounce the Insurance Contract, if it cannot be continued in the new risk circumstances;
- e) to maintain and to use the vehicle of the Insured Person as a good owner, in good conditions and in accordance with the legal provisions and with the recommendations of the producer and to act depending on circumstances for preventing the occurrence of the insured events, by taking all the measures reasonable for it; such obligation falls automatically over the persons (other than the Insured Person, including its subordinates) that drive the insured vehicle;
- f) to allow the Insurer to check the way in which the insured vehicles are serviced;

In case of noncompliance by the Insured Person with the obligations provided at the letters (a),(b) (c) (d),(e) and (f) from above, the Insurer is entitled to suspend the Insurance Contract, with a prior notice to the Insured Person, until the date of remedy by this one of the problems notified by the Insurer, without postponing the date of its expiry, or denouncing it without restituting the insurance premiums collected if for the respective vehicle the Insurer paid damages, being entitled also to refuse the payment of potential requested compensations. If it is ascertained that all the measures possible for removing deficiencies were adopted, the Insurer may reinstate the Insurance Contract, by the notification in writing of the Insured Person, as of the date following the notification, in compliance with the conditions concerning the policy reinstatement;

- g) to make available for the Insurer the vehicle for making the risk inspection; also, to provide to the Insurer all documents necessary for checking the existence of the vehicle, of its insurable interest (original documents - registration certificate/temporary traffic permit, pro-forma invoice, purchase invoice or, as applicable, sale – purchase agreement and the identity book, etc.), as well as for establishing the insured amount of the vehicle;
- h) to send to the Insurer in writing, within two business days as of the date of occurrence of the following changes:
  - change of the name of the Insured Person or of their domicile/headquarters;
  - change of the registration number and/or of the series of chassis or of the self-bearing car body;
  - final withdrawal of the vehicle from traffic;
  - replacement of the insured vehicle in the guarantee period.
  - changes incurring in the additional equipment, of the constructive changes, etc.
- i) to send in writing to the Insurer the loss of the patrimonial interest as concerns the insured vehicle, within 2 business days as of the date of occurrence of such situation. The Insurance Policy end by right as of the day following the loss of the patrimonial interest, without any further prior formality, the insurance premium paid corresponding to the remaining period until the expiry of the insurance, being restituted only in cases that indemnities were not paid or are not owed for the insured events taking place before the end of the contract;
- j) not to leave in vehicles their original documents (registration certificates, identity book) and nor the vehicle's keys.

**7.2.** In case of the occurrence of an insured event, the Insured Person must:

- a) take all the measures for saving, keeping and guarding the insured vehicle or of the components remaining after the occurrence of the insured event, for preserving the impressions of the theft or of the attempt of theft, as well as for preventing the increase of the existing damage or of the occurrence of some subsequent damages;
- b) to notify immediately, but no later than 48 hours, the Insurer and/or representatives for compensation, indicated by the Insurer and according to the legislation from the country where the insured event took place, if the case, the police bodies, firemen units or other investigation bodies, being the closest to the place of occurrence of the insured event, by requesting the drawing out of acts as concerns the causes and circumstance of occurrence of the insured event, persons guilty for the occurrence of the insured event and damages caused; the notification will be made before any intervention of remedy of the damages that render for the that Insurer impossible to ascertain them. Obtaining of such documents as concerns the cause and circumstances of occurrence of the insured event, from the state authorities in which the covered risk took place, as well as their submission to the damage file drawn out by the Insurer, fall under the duty of the Insured Person;
- c) to provide (on the demand of the Insurer) the requested documents and information for establishing good faith, of circumstances and amount of the indemnity, as well as for establishing the causes that determined the insured event;
- d) not to make any statement to the police or to other investigation bodies by which to waive to claims towards persons guilty for the occurrence of the insured event, and to make all efforts that are possible to identify the guilty persons, preserving the right of regress of the Insurer against the persons guilty for the occurrence of the prejudice; non-fulfillment of this obligation entitles the Insurer to refuse the payment of the indemnity;
- e) to conclude an amicable conclusion sheet with the driver involved in the event or to state the event in which they were involved together with other car to the investigation bodies and to request the conclusion of facts-finding documents, providing thus the possibility for the Insurer to initiate actions against the person guilty for the occurrence of the accident and/or the Insurer of the third-party liability vehicle insurance;
- f) to submit to the Insurer, for establishing the rights for compensations, all the documents necessary/requested as concerns the insured event; the Insured Person is thus bound to allow carrying out of investigations by the legal means and to cooperate with the Insurer for the accomplishment of the specific investigations for establishing the amount of the indemnity;
- g) to notify in writing the Insurer about the loss / theft of the identity book, of registration certificate, within 2 (two) business days as of the occurrence of the event and to submit the documents drawn out by the police concerning the registration of the complaint concerning their theft /stealing;

h) in case of total damage, taking place as a result of the theft of the insured vehicle, they must bring to the Insurer the keys and remote controls of the vehicle stated on the conclusion of the insurance policy, as well as their original documents within 2 (two) business days since finding out the theft; on the express demand of the Insurer, such paragraph may be applied also in case of fire;

i) the Insured Person must prove that the occurring risk is covered by the insurance. On the Insurer's request, the Insured Person is responsible with submission of proof.

**7.3.** In case of theft, the Insured Person must also:

a) communicate to the police bodies or other investigation bodies any information that might lead to finding of the insured vehicle, of the components or of its stolen parts and make all the steps required for recovering them, including in case that they received the indemnity;

b) to communicate immediately to the Insurer that they found the insured vehicle, the components or its stolen parts, including in case that they received the indemnity;

c) The Insured Person must communicate to the Insurer within 2 business days if the investigation bodies told them about the identity of the person that committed the theft;

**7.3.1.** in case of the Insured Person's noncompliance with these obligations and if because of that the Insurer faced the impossibility of exercising the right of regress against the persons that committed the theft, the Insured Person will reimburse the indemnity received, within 15 calendar days since the date of the Insurer's request.

**7.4.** in case of theft/loss of the insured vehicle, the Insured Person is bound within 24 hours at maximum:

a) to declare the theft/ loss to the closest Police section;

b) to notify the Insurer about the occurrence of the event.

**7.4.1.** After obtaining the address of registration of the complaint submitted to the police, the Insured Person must go to the closest car-repair unit within maximum two business days in order to reset the closing and opening system or its replacement – if from a technical point of view, resetting is not possible, with the prior notification of the Insurer. Until going to the repair unit for resetting the closing / opening system, as a consequence of the theft/stealing of keys, the Insured Person must take measures for limiting damages, and the risk of theft of the insured vehicle is suspended from the insurance. In case of losing the keys of the insured vehicle, if the police does not release evidencing documents, the Insured Person must notify the event directly to the Insurer, in the above mentioned terms, stating in writing, on own liability, the causes and circumstances of its occurrence.

**7.5.** On the occurrence of the damage, the Insured Person must communicate in writing to the Insurer if for the respective vehicle there is **other** coverage by insurance, for the same risks, with other insurance companies, respectively the names of the insurance companies. Also, in accordance with the legal provisions, of for the same vehicle there are many insurances valid for the same risks, the Insured Person will request from each insurance company the payment of the indemnity due proportionally to the level of the insured amount with each insurance company individually.

**7.6.** In case that an insured event takes place and the Insured Person or the driver of the insured vehicle did not observe or does not comply with the incumbent obligations provided in these "Insurance Conditions", the Insurer is discharged of the obligation to pay damages, partially or totally, depending on the influence of the noncompliance with these obligations.

## **8. ASCERTAINMENT AND EVALUATION OF DAMAGES. CALCULATION AND PAYMENT OF THE INDEMNITY**

**8.1.** Ascertaining and evaluation of damages is made by UNIQA Asigurări, directly by its own representatives, authorized agents, by representative offices for indemnities or through experts, with participation of the Insured Person or its representative persons.

**8.1.1.** in case that, while making the repairs of the insured vehicle, other damages were also found due to the occurrence of the insured event, that could not be established initially, the Insured Person is bound to notify the Insurer for drawing out an additional protocol of stating out damages (restatement); by the Insured Person non-fulfilling of this obligation, the Insurer may refuse the payment of the part of the compensation corresponding to the requested additional damages.

**8.1.2.** The indemnities are established and paid by the Insurer on the basis of a complete documentation (fact-finding note, expertise carried out by / or on the demand of the Insurer, documentation requested by the Insurer) concerning the causes and circumstances in which the insured event took place, as well as the damages caused; in case that the competent authorities did not draw out the documents concerning the causes and circumstances of occurrence of the insured event or for them, it is not necessary the issuance of such documents, in accordance with the legislation from the country in which the insured event took place, they may be proved by statements of the Insured Person or their subordinates, or by legal means of evidences, including with certified expertise and/or statements of witnesses.

**8.1.3.** On the basis of this Insurance Contract, the indemnity due granted cannot exceed concomitantly the amount of the damage or of the insured amount of the insured vehicle and prejudiced as a result of occurrence of the insured event or the true value of the insured vehicle and prejudiced as a result of occurrence of the insured event or the value of new item of the insured vehicle and prejudiced as a result of occurrence of the insured event or sub-limit agreed specifically by the Insurance Contract for the insured event or damage that was caused, when such a sub-limit is established by the Insurance Contract.

**8.1.4.** On the Insurer's demand, the Insured Person must prove the payment of the premium / premium instalments, on the due date provided in the Insurance Contract.

**8.2.** The damage amount shall mean:

a) In case of partial damage: cost of the repair of the vehicle, respectively of the components or of the broken parts or the costs for their replacement (including expenses with materials and for dismantling – mounting, related to repairs and/or replacements necessary) as a result of the prejudices caused by the insured risks; from the damage amount calculated by the Insurer on the basis of the Insurance Contract, the costs with the spares and manual labor shall not exceed maximal values calculated in accordance with the time schedules regulated and the cost of the parts with the dealer of the respective trademarks with which the Insurer has a collaboration convention conclusion;

b) In case of total damage: true value of the vehicle on the date of occurrence of the insured event, calculated by the Insurer as being the value of new item of the vehicle multiplied with coefficients of true value according to the Insurer's scale.

**8.3.** in case of damaging of some components or parts of a set or sub-set that cannot be replaced individually (according to the technical solutions from the producer's manual of repairs), it is taken into account the replacement of the entire set or sub-set.

**8.4.** Full re-painting of the insured vehicle is deemed necessary, when the external damaged parts, because of a single insured event, represents at least 50% from the total external surface of the vehicle.

**8.5.** In case of the damages caused to the vehicles as a result of occurrence of the insured events, repairs can be made according to the following sub-points:

8.5.1. in the repair units with which the Insurer has collaboration conventions concluded; the list of these units is available on UNIQA site.

8.5.2. in other repair units from Romania, than those mentioned above in the following conditions:

- before the commencement of the repair, the Insured Person will present to the Insurer a bill of quantities for repairs following that the Insurer will communicate to the Insured Person the maximum value of the indemnity that may be accepted for settlement, within 3 business days as of the submission of the bill of quantities for repairs;
- the payment of the indemnity due is made only to the Insured Person/Assignee recorded in the Insurance Policy or to the User with the consent of the Insured Person

8.5.2.1. Calculation of the indemnity will be made by the Insurer on the basis:

- a) Of the prices of the replaced parts, but no more than the prices of original parts charged by the suppliers of the parts that have access to the Uniq operational platform, with which the Insurer has collaboration conventions concluded, if the repair is made /was made in a repair unit that is not authorized by the producer of the insured vehicle, to represent in Romania;
- b) The repair times that cannot be more than those established by the producer of the insured vehicle;
- c) quantities and costs of the dyeing materials, but no more than the level charged by the repair units with which the Insurer has collaboration conventions concluded, similar as authorizations to the one in which the repair was made;
- d) the average hourly rate for manual labor charged by independent repair units with which the Insurer has collaboration conventions concluded, in case that the repair is made/was made in repair units that do not have authorization from the producer of the mark of the insured vehicle, to represent them in Romania. On the written demand of the Insured Person, the Insurer will make available for them the way of calculation of the indemnity.

8.5.3. under own system of management, if the Insured Person/Policyholder opted for such clause.

8.5.4. in repair units from abroad, only with the Insurer's consent. In that case:

- a) if the insured event occurred on the territory of Romania, the vehicle's transportation costs to the repair unit from abroad, over the limit provided for by this Insurance Contract are borne by the Insured Person;
- b) if the insured event occurred outside the territory of Romania, the Insurer may pay the indemnities to the repair unit from abroad, that carried out the repairs.

**8.6.** After of the occurrence of an insured event, the Insurer will from the damage value in the calculation of the indemnity due:

- a) franchisees provided by the Insurance Contract;
- b) the insurance premiums owed until the end of the insurance term, in case that the amount of the damages exceeds 20% of the insured amount;
- c) the remaining value (wreck), in case of total damage;
- d) other amounts due to the insurer
- e) in case that, at the time of the occurrence of an insured event during the use of the vehicle on a road covered with snow/ice/glaze, the vehicle is not equipped according to the legal provisions with winter / mixed tires and/or anti-slip chains or other certified anti-sliding equipment, a deductible franchise is applied of 25% from the damage value, but no less than the level of the franchise provided in the Insurance Policy.

**8.7.** After the payment of an indemnity, except for total damages, the insured amount is completed automatically without the payment of an additional insurance premium.

**8.8.** In cases that the indemnity rights resulted from the insurance are assigned in favor of a bank or financial institutions, the indemnity will be paid only after obtaining in writing, by the Insured Person, of the consent for payment of the indemnity, by the clear mentioning by the Beneficiary of the indemnity (Insured Person, financial institution in favor of which the rights from insurance were assigned, etc.). If an assignee is not designated in the Insurance Contract, the indemnity is paid to the Insured Person.

**8.9.** In case of the theft risk:

- a) the indemnity is granted only if as of the date of Insurer's notification, at least 60 days passed - for the theft of the insured vehicle, respectively at least 30 days - for the theft of components or its parts, and the police bodies confirm, in writing, the theft. In case of total theft of the vehicle, after the expiry of the 60-day period, it is necessary the submission of the confirmation in the damage file, as received from the police bodies, concerning the fact that the insured vehicle had not been found;
- b) if the insured vehicle, respectively the components or its parts were found after the payment of the indemnity, the Insured Person must choose, within 15 days maximum since the date of finding them, for one of the following options:
  - restitution to the Insurer of the indemnity collected or of the difference between that one and the cost of the repairs or replacement of the components or of damaged or incomplete parts;
  - keeping of the collected indemnity, case in which the insured vehicle respectively its components or parts become the Insurer's property, the Insured Person being bound to make all the legal steps necessary for the transfer of the property to the Insurer or to a third person designed by the Insurer.

8.9.1. in all the cases of theft of the insured vehicle, the indemnity is granted only if once with the damage notification, the Insured Person submitted to the Insurer:

- a) registration certificate and identity book of the insured vehicle, in original, issued by the competent authority before the occurrence of the event;
- b) all pairs of keys of the insured vehicle, as well as all remote controls stated when concluding the insurance or the written evidence that they were handed over to the police bodies for investigations.

8.9.2. in case that by the Insurance Contract, the theft risk is not covered; the Insurer does not owe indemnities for theft or for damages caused by the theft or by the attempt of theft (totally or partially).

**8.10.** The Insured Person/Beneficiary of the Insurance Contract may turn against the persons guilty for the occurrence of an insured event, according to the law, for everything that exceeds the level of the due indemnity paid on the basis of the Insurance Contract.

**8.11.** The absence of notification, omission or any action that leads to non-observance of the term of notification of an event, entitles the Insurer to refuse the payment of the indemnity.

## **9. ASSIGNMENT OF THE COMPENSATING RIGHTS**

**9.1.** In case of the occurrence of an insured event in the insured vehicles, based on an Insurance Contract comprising a clause of assignment of the indemnity due in favor of a crediting financial institution, the indemnity due will be paid directly to the respective creditor (assignee), up to the value of its entitlement and the Insured Person will receive only the difference. With the consent of the creditor (assignee), the indemnity may be granted to the Insured Person.

**9.2.** The Insured Person/Policyholder cannot assign the compensating rights related to the Insurance Contract to a third party but with the written consent of the Insurer and with the registration of the respective assignment in the Insurance Contract or in an addendum thereto. The Insured Person may assign the right upon the receipt of the indemnity due after the occurrence of the insured event, provided that such an assignment would not determine an increase of the insured risk. The person in favor of whom the compensating rights are assigned, as originating from the Insurance Contract by the Insured Person/Policyholder will not have the quality of Insured Person and will have only those rights, which the Insured Person has at the time of the assignment and only for value of their rights.

## **10. SUBROGATION**

**10.1.** Following the occurrence of an insured event **and through the payment** of the indemnity, the Insurer has the right to an action of regress against the persons guilty for the occurrence or increase of the damage, for the part of damages that increased, after the payment of the indemnity due and within its limits, being subrogated in all the rights of the Insured Person and or of Policyholder and/or of the Beneficiary of the Insurance Contract against liable third parties.

There are not considered liable third parties as agreed by this article: Insured Person or its subordinated (in case of the Insured Persons being legal entities), respectively persons who drove the vehicle with their consent, in case of Insured Persons being individuals.

**10.2.** The Insured Person and/or Policyholder and/or Beneficiary of the Insurance Contract are liable towards the Insurer for the prejudices **determined by the acts that prevented the exercising of the right of regress against** the persons liable for the occurrence of the damage or its increase, for the part of the damages that increased.

**10.3.** If the Insured Person or as applicable, the Policyholder and/or the Beneficiary waives expressly to their rights of compensation towards liable third parties, (for ex: by the conclusion of a transaction for that or by statements given in front of the competent authorities, etc.), the indemnity that would be due to the Insured Person or as applicable, to the Beneficiary, will be reduced totally or partially, corresponding to the amounts that made the subject matter of the waiving.

## **11. FINAL PROVISIONS**

**11.1.** The right to action concerning the demand for indemnities on the basis of the Insurance Contract is extinguished within 2 years since the date of the expiry of the term established for the payment of indemnities. After passing of this period of time, the Insurer is discharged of the obligation to pay compensations.

**11.2.** The rigorous compliance with the obligations that fall upon the Insured Person, as well as assumption that the data provided by it in the questionnaire application would be real, will be conditions precedent for any liability that falls upon the Insurer.

**11.3.** If during the insurance period, 2 (two) or more damages are taking place in insured vehicle, the Insurer reserves the right to amend the initial contractual terms, including by denunciation of the Insurance Contract by observing of a prior term of at least 20 days calculated as of the date of the receipt of the notification made to the Insured Person. To that end, the Insurer will return the insurance premium collected and undue for the remaining period as of the date of termination and until the expiry of the Insurance Contract, except the case of total damage or if the amount of the indemnities paid is bigger or equal to the insured amount. This clause does not limit the right the parties to denunciate unilaterally the contract according to the clauses from the general conditions.

**11.4.** Total amounts of indemnities for partial damages granted /due by the Insurer during an insurance year that cannot exceed the insured amount of the vehicle mentioned in the Insurance Contract. By exception, the Insurer grants indemnities over the insured amount only in case that the amount of the indemnity for the last damage notified, cumulated with the indemnities previously granted/ due exceed the insured amount.

**11.5.** The Insured Person can pay outstanding installments of the premium, following the first installment, in the period of grace of 15 calendar days since the due date provided in the Insurance Policy, period in which the vehicle remains under the protection of the insurance. In case that the Insured Person does not pay the premium installment on due date and not in the grace period, the insurance is suspended automatically from the next day after the due date. The insurance may be reinstated on the written demand of the Insured Person and under the conditions accepted by the Insurer, by paying the outstanding installment, within maximum 30 days from the due date and without postponing the date of expiry of the insurance, otherwise the Insurance Policy being deemed terminate with the date following the last due date, the Insured Person being notified of default. The termination of the contract will be effective as of the date of transmission by the Insurer of a notification thereto.

## **12. DEFINITIONS**

**12.1.** Vehicle: self-propelled vehicle (with own mechanical traction) suspended on wheels and destined to land transportation of passengers and/or goods and that shall be driven by enrollment/registration according to the legislation in force. In the contents of these insurance conditions, the term of "vehicle" includes anytime the context allows it also the towed vehicles (trailers, semi-trailers and other similar).

There are not associated to the notion of "vehicle", vehicles that run on rails as well as those that are suspended on track chains or skids.

**12.2.** Assignee - individual or legal entity, that on the basis of an assignment contract is entitled to receive the indemnity in case of the occurrence of the insured event.

**12.3.** Body falling: accidental falling on the insured vehicle of foreign bodies like airships, their parts and meteorites.



Attempt of theft – execution of the intent of committing the theft, of which completion was interrupted or which did not produce its effects.

**2. Covered risks** – by derogation from the chapter 4, point 4.1, letters j), k), l) from the Specific Insurance Conditions, there are covered:

- the theft, according to this definition, as well as damages caused as a result of theft or attempt of theft
- damages as a consequence of the theft or of the attempt of theft, of additional equipment, only if they are contained in the insurance to the issuance of the policy or, by addendum, during the development of the contract;
- theft committed by burglary or robbery
- loss or stealing of keys, but without replacement of the electronic system that is in connection with the system of closing of the vehicle, when such thing is possible from a technical point of view.

**3.** This Clause is valid only together with the general conditions and specific conditions, to the extent that the

Insured Person/Policyholder opted for inclusion of such risk in the insurance and paid the additional insurance premium related to this clause.

#### **Insurance clause concerning the territorial coverage - Romania 301.C.002.1**

**1.** By derogation from the chapter 3, point 3.1.1 of the Specific Insurance Conditions, the Insurance Contract validates only on the territory of Romania.

This Clause is valid only together with the general conditions and specific conditions, to the extent that the Insured Person/Policyholder opted for inclusion of such clause in the insurance.

#### **Exclusive clause of insurance of glass made items 301.C.003.1**

##### **1. Definition:**

Glass-made elements – elements made of glass or composite materials enabling the physical closing of the vehicle, but do not close the delimited space in visual terms. In the meaning of this definition, glass made elements are represented by windshield, car lights, projectors, boundary light, position lamps, hatch, side windows, tonneau, glass ceiling, and other of similar kind.

##### **2. Covered risks:**

- By derogation from the chapter 4, point 4.1, let. m) from the Specific Insurance Conditions, there are covered:
- The damages caused only to the glass-made items, according to this definition, even if there are no other elements of the vehicles that were damages in the same event.

**3.** This Clause is valid only together with the general conditions and specific conditions, to the extent that the Insured Person/Policyholder opted for inclusion of such risk in the insurance and paid the additional insurance premium related to this clause.

#### **Clause of insurance of rims and tires 301.C.004.1**

##### **1. Definitions:**

Rim – external peripheral part of a vehicle wheel, built so that it would allow the assembly on the wheel of a tire or wheel envelope, mounted on vehicle and found in the risk inspection.

##### **2. Covered risks**

By derogation from the chapter 4, pct. 4.1, let. e) of the Specific Insurance Conditions, there are covered:

- Damages caused to tires, rims or hubcaps by hitting, cutting, puncture or explosion even if there are no other elements of the vehicles that were damages in the same event.

**3.** By this clause, there are indemnified the tires, rims or hubcaps, traded as new, purchased as new items, against an invoice and that at the time of occurrence of the damage, are not older than 9 months as of the purchase date according to the invoice.

**4.** In case of an event caused because of a precarious condition of the public road from (e.g.: holes in the trafficable surface), the Insured Person undertakes to preserve the right of regress of the Insurer against the road administrator and to notify such event within 48 hours maximum, notification accompanied by at least 3 photos of the place where the event took place.

**5.** This Clause is valid only together with the general conditions and specific conditions, to the extent that the Insured Person/Policyholder opted for inclusion of such risk in the insurance and paid the additional insurance premium related to this clause.

#### **Insurance clause – sole user of the vehicle 301.C.005.1**

**1.** The Insured Person states being the sole user, namely the single person driving the insured vehicle, and understands that the use /driving of the vehicle by his/her subordinates leads to the increase of the client' risk profile.

**2.** In case that after the conclusion of the Insurance Policy, it is ascertained that there was an increase of risk profile, determined by the use of the vehicle by his/her subordinates, the Insured Person will retain an additional franchise of Euro 300 from the amount of the damage.

**3.** By derogation from the chapter 2, pct. 2.1, from Specific Insurance Conditions, the owner of the vehicle is the sole entitled to hold the quality of Insured Person and to sign on his/her own behalf this Insurance Contract.

**4.** This Clause is valid only together with the general conditions and specific conditions, to the extent that the Insured Person/Policyholder opted for inclusion of such risk in the insurance and was received a bonus of discount of the insurance premium, related to this clause.

#### **Insurance clause concerning the payment of damages without TVA 301.C.006.1**

**1.** By derogation from the chapter 5, point 5.7, on demand of the Insured Person, in case of the occurrence of an insured event, from the amount of the indemnity due to the Insured Person, the VAT amount will be deducted.

**2.** This Clause is valid only for Insured Persons being legal entities together with the general conditions and specific conditions, to the extent that the Insured Person/Policyholder opted for inclusion of such clause in the insurance.

#### **Clause of insurance of portable equipment 301.C.008.1**

##### **1. Definitions:**

Portable equipment – apparatus or device that is usually at bearer, used in relation with the insured vehicle and that improves the movement conditions both of the driver and /or of passengers. In the meaning of this definition, portable equipment shall mean GPS navigation, portable DVD, digital audio store and other of similar nature.

##### **2. Risks covered:**

- There are covered the damages caused by portable equipment, according to the definition from this clause for:
  - The risks of collisions, crash, strokes, only if the damages resulted as a consequent of some events that affected also other external elements of the vehicle's body, that are compensated by these specific insurance conditions.
3. By this clause, there are compensated the portable equipment, insured at the value mentioned in the Insurance Policy but no more than Euro 500, found at the risk inspection, traded as new items, purchased with invoice before the issuance of the Insurance Policy and that, at the time of the occurrence of the damage, were not older than 9 months from the purchase date according to the invoice.
4. This Clause is valid only together with the general conditions and specific conditions, to the extent that the Insured Person/Policyholder opted for inclusion of such risk in the insurance and paid the additional insurance premium related to this clause.

#### **Clause of insurance of vehicles used as working machinery 301.C.009.1**

##### **1. Definitions:**

Machinery – tools, devices and machines intended for carrying out certain works. In the meaning of these insurance conditions, machineries shall mean dump trucks, cranes, agricultural tractors, harvesters, seeding machines, motor grazer, equipment for arrangement of roads, front loaders, fork lift trucks and other similar, self-propelled or towed.

##### **2. Covered risks:**

- By derogation from the chapter 4, point. 4.1, let. i) of the Specific Insurance Conditions, there are covered:
  - Damages caused to the insured vehicle as a result of its using as machinery or working rig, in accordance with their special purposes, as well as damages caused to the devices or installations mounted on the insured vehicle, while being used according to their purpose and the producer's norms and specifications were not infringed concerning their operation;
3. This Clause is valid only together with the general conditions and specific conditions, to the extent that the Insured Person/Policyholder opted for inclusion of such risk in the insurance and paid the additional insurance premium related to this clause.

#### **Insurance clause concerning payment by oneself 301.C.010.1**

##### **1. Definitions:**

By oneself – the instance when the insured selects to receive the compensation based on the assessment performed by the insurer before the repairs, and they shall handle the repairs for restoring the vehicle to its original status before the occurrence of the insured event by themselves, or to perform the repair operations within a specialized repair unit, authorized subsequent to receiving the compensation.

2. Under this clause, pursuant to the request of the insured person/policyholder, they acknowledge that, in the event of damage occurred:

- the repairs estimate shall be agreed with the insurer
  - payment of compensation shall only be performed by the insurer
3. The repairs estimate is generated by the AUDATEX specialized platform. For the following elements mentioned below, no values in excess of the those valued specified below may be recorded:
- a) One hour of labor for cars manufactured in Romania – 40 RON/h
  - b) One hour of labor for cars manufactured abroad – 65 RON/h
  - c) Painting ratio (factor 45) shall be 85% for vehicles aged 0-2 years, while for vehicles aged over 2 years, it shall be at 75%;
  - d) In relation to the parts quality, the AUDATEX selection will be as follows:
    - 1) For vehicles manufactured in Romania
      - For vehicles aged 0-2 years, the price for the best quality in Audatex.
      - For vehicles aged 2-4 years, 85% of the price for the best quality in Audatex.
      - For vehicles aged 4-8 years, 75% of the price for the best quality in Audatex.
      - For vehicles aged in excess of 8 years, 50% of the price for the best quality in Audatex.
    - 2) For vehicles manufactured abroad:
      - For vehicles aged 0-2 years, the price for the best quality in Audatex.
      - For vehicles aged 2-4 years, OEM (Original Equipment Manufacturer) Parts originating from the same facility that manufactures the original parts, but are sold under own brands.
      - For vehicles aged 4-8 years, the average price for the parts in Audatex.
      - For vehicles aged in excess of 8 years, the best price for parts in Audatex.
    - 3) For glazed surfaces:
      - For vehicles aged 0-3 years, OEM (Original Equipment Manufacturer) Parts originating from the same facility that manufactures the original parts, but are sold under own brands.
      - For vehicles aged 3-8 years, the average price for the parts in Audatex.
      - For vehicles aged in excess of 8 years, the best price for parts in Audatex.
4. After each repair performed by themselves, the insured must appear before the insurer in order to perform the vehicle's risk inspection. In case of non-appearance for risk inspection purposes, the compensated damaged elements shall not act as the object of any future compensation, irrespective of the means of occurrence.

5. This clause shall be valid only accompanied by the general conditions and specific conditions, to the extent the insured person/policyholder selected the purchase of such option and was offered a discount in the insurance premium related to this clause.

#### **Insurance clause concerning repairs in partner repair units 301.C.011.1**

##### **1. Definitions:**

Partner repair unit – legally authorized specialized unit whose business also entails sale of spare parts/execution of repair works for vehicles and has executed a cooperation convention with the insurer. The list of partner repair units is available at [www.uniqa.ro](http://www.uniqa.ro).

Spare parts of a quality other than the original quality – components or spare parts fulfilling the specific requirements and quality standards of the vehicle manufacturer.

2. Under this clause, the insured person/policyholder acknowledges that, in the event of damage occurred:
- The repair shall only occur in the network of UNIQA partner facilities
  - The repair shall occur by using spare parts of a quality other than the original quality, whenever possible.
3. This clause shall be valid only accompanied by the general conditions and specific conditions, to the extent the insured person/policyholder selected the purchase of such option and was offered a discount in the insurance premium related to this clause.

#### **Specific conditions for insuring roadside assistance services**

1. **OBJECT OF THE INSURANCE** – The insurer, based on these specific conditions, shall cover, within the mentioned compensation limits, the value of roadside assistance services executed by means of the APRIL Assistance company, for vehicles with maximum permissible load capacity of 3,500 kg and/or maximum 9 seats.

2. **INSURED RISKS** – The insured person may benefit from roadside assistance services in the following instances:

- The occurrence of technical faults which make it impossible for the vehicle to engage or travel by own means;
- Lack of fuel;
- Lack of key/ignition or access device;
- The occurrence of a traffic event which makes it impossible for the vehicle to travel by own means;

##### **3. Roadside assistance services included:**

- Onsite troubleshooting, in care of minor faults that may be remedied within 60 minutes. Upon request by the insurer, APRIL shall send out an intervention team, on the site of the occurrence of the traffic event or vehicle breakdown, in order to perform any possible technical repairs;
- Towing to the closest repair shop or the client's domicile, limited to Euro 200/event, if repairing the vehicle/remedying the fault is not possible at the event site;
- Vehicle storage, for the time the repair unit is outside of their working hours, limited to Euro 50/event. Should the vehicle need storage (day off, public holiday etc.), APRIL shall organize the vehicle's storage at a specifically designated site;
- Conveyance by APRIL of two phone text messages to relatives or other next of kin, upon the insurer's request.
- Two nights' accommodation for the driver and passengers, limited to Euro 60/night/person/event, for events occurring outside Romania, and Euro 40/night/person/event, for events occurring in Romania. During the time the vehicle is under repair, APRIL shall organize the hotel accommodation for the driver and the persons in the vehicle, limited to the number of seats recorded in the registration certificate/identity book of the vehicle;
- Transport of the driver and the passengers to their initial destination or back to their domicile, limited to Euro 500/event, maximum 9 persons, but not in excess of the number of seats recorded in the registration certificate/identity book of the vehicle;
- transporting a person for recovering the vehicle when the repair has finished, up to the limit of 200 Euro/event.

4. **The maximum limit for indemnity** for the services covered by the road assistance pack is of 1000 Euro/event, but no more than 3 events during one insurance year.

5. **SPECIAL EXCLUSIONS** – The insurer does not grant the road assistance services for:

- technical defects for vehicles more than 7 years old;
- the vehicle was used for transporting persons for a fee, e.g.: taxi, maxi-taxi, rent-a-car, driving schools etc.;
- the vehicle was used for other purposes than those established by the producer or by the effective law;
- the vehicle does not have the PTI or RAR verification, valid at the date when the technical damage occurred;
- the event was caused by intent or comes from a serious guilt of the insured person or their subordinates. A serious guilt shall mean the intervention of unauthorized persons on the electric components;
- expenses incurred by the insured person for repairing the vehicle without the agreement/previous approval by the Insurer or from APRIL regarding the insured event;
- the vehicle cannot be moved because of a flat tire or because the tires were punched or deteriorated;
- costs for towing the vehicle from one repair unit to another or to any other necessary destination;
- services requested during and following a natural calamity (earthquake, floods, land sliding, heavy snow etc.);
- cost of any part exchanged for repairing technical damages (battery, exchange parts etc.);
- cost of manual labor and of necessary materials in the repair unit (the repair unit), for repairing the technical damages, also the cost for security;
- damages for the goods inside the vehicle;
- expenses incurred by the insured person above the limit established in the initial pack which they choose;
- expenses with road taxes, bridge taxes and highways, parking taxes,
- expenses due to having more persons inside the car than the number from the Registration Certificate and/or the Vehicle Identity Book;
- the fuel;
- any defects caused by any modification of the car, if the modification was not made by an authorized repair unit;
- any expenses for recovering a vehicle under water.

6. **TERRITORIAL COVERAGE** - the road assisting services offered by the Insurer through APRIL are provided for the states mentioned at 3.1.1.

## **7. INSURED PERSON`S OBLIGATION**

7.1 In case of occurrence of a risk that was insured, the Insured Person will contact APRIL at the phone number 031.730.99.62 where he/she will present the following information>

- a) the data from the Insurance Policy of the user/insured person (name/surname/PIN/phone number)
- b) data about the insurance policy (serial no/validity)
- c) data for identifying the vehicle (registration number/carriage serial/make/model)
- d) data about the event (the problem that occurred, the exact place of the event, where is the vehicle at that time, number of persons transported, any other relevant information)

7.1. After notifying the event, the Insured Person must observe the instructions given by APRIL. The Insurer will not be responsible for any expenses, if the Insured Person does not obey their instructions.

## **8. FINAL PROVISIONS**

8.1. These specific conditions are completion of the insurance conditions concerning fully comprehensive insurance policy for vehicles and are valid only together with them.

**Tel. UNIQASIST: 021 201 90 62 or 031 730 99 62**