

CDW/TP (Casco) and PAI Insurance Terms (Extract)

3. INSURED RISKS

3.1. Standard Risks

The *Insurance Company* grants compensation for damages of the insured vehicle caused by:

3.1.1 Collisions with other vehicles or other mobile or immobile bodies, sliding off the road, vehicle rolling over or falling, heavy bodies falling on the vehicle, collapse of the road or bridge with the insured vehicle on it, sideslipping followed by damages;

3.1.2 Fire caused directly to the insured vehicle, and those produced indirectly (smoke exposure, damages caused by the heat emission, damages caused by the fire extinguisher material);

3.1.3 Natural calamity: earthquake, alluvions, flood, lightning, landslide, whirlwind, hurricane, hailstorm, ice, or the weight of the snow;

3.1.4 Vandalism: the action of a person (or a group of persons) in the sense of brutally and unreasonably destroying or damaging the insured vehicle;

3.1.5 Theft on Romanian territory:

- a) theft of the insured car;
- b) burglary of components or pieces of the vehicle;
- c) damages of any kind caused to the vehicle as a result of the burglary or of the attempted burglary;

3.1.6 reasonable costs supported by the Insured for:

- a) towing the insured vehicle to the authorized repair shop closest to the accident scene;
- b) damages or destruction caused by the measures taken in the course the insured event in order to save the vehicle or to minimize the damages.

3.2. Optional Risks:

The *Insurance Company* grants compensation (against payment of extra insurance premium) for:

3.2.1 Theft outside Romanian territory:

- a) theft of the insured car;
- b) burglary of components or pieces of the vehicle;
- c) damages of any kind caused to the vehicle as a result of the burglary or of the attempted burglary;

3.2.2 the injury of the driver and the other passengers of the insured vehicle;

- a) in case of permanent (total or partial) invalidity as a result of an accident in which the insured vehicle has been involved;
- b) in case of death as a result of an accident in which the insured vehicle has been involved;

4 EXCLUSIONS

According to these assurance terms, the *Insurance Company* shall not grant compensation for:

4.1 Damages caused to the vehicle in the following cases:

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4.1.1 in the moment of the insured risk the vehicle was driven or operated by a person who did not have a valid driver's license for the respective vehicle category or whose driver's license has been withdrawn, cancelled or suspended;

4.1.4 at the occurrence of the insured risk the driver of the vehicle was under the influence of alcohol or drugs, avoided or refused the collection of biological evidence necessary to determine the alcohololaemia;

4.1.5 at the occurrence of the insured risk, the Insured or the person authorized by him to use the insured vehicle was perpetrating a crime;

4.1.6 if it is proved that the insured risk has been caused willfully by the Insured or its delegates;

4.1.7 in case of using the vehicle in races, competitions or training for these;

4.1.8 in case of using it in situations that are not in concordance with the manufacturer's provisions regarding the maximum load or towing capacity and the passage capacity (height, width, weight);

4.2 Damages caused to the insured vehicle by war (declared or not), invasion or action of an external enemy, civil war, terrorism, violent social revolts, military dictatorship, conspiracy, rebellion, insurrection.

4.3 Damages caused to the tires by any cause, except when they are the result of vandalism or have occurred concomitantly with the damaging of other pieces of the vehicle due to an insured risk.

4.4 Damages caused to the insured vehicle as a result of entering flooded areas.

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4.8 In the case of theft, the *Insurance Company* does not grant compensation:
4.8.1 if a theft or attempted theft was not reported to the police authorities within 48 hours from its occurrence and if the police does not confirm the theft or the attempted theft;

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4.8.3 if the insured vehicle was standing, parked or garaged, without the presence of the driver inside, and the driver did not take the minimal preventive measures (taking the key out of the contact, closing the windows and locking the doors, activating the anti-theft alarm system) or if the driver has left in the vehicle the registration certificate, the identity card and the purchase documents;

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4.8.6 for the detachable electronic equipment and the wheel-disks;

4.8.7 for spare parts, seat cover, car cover, and fuel;

4.9 In case of personal injuries:

4.9.1 persons who have a permanent invalidity of more than 50% at the conclusion of the insurance;

4.9.2 permanent invalidity or death of the Insured or the Beneficiaries of the assurance as a result of committing or attempting to commit criminal acts;

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8. GEOGRAPHIC LIMITS

The insurance is valid on the territory of Romania as well as abroad.

9. RESPONSIBILITIES OF THE INSURED

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9.2 The Insured is obliged to notify the *Insurance Company* within 48 hours about the loss or theft of the original documents (registration certificate, identity card) or the keys of the vehicle. In this case, the closing and starting device has to be replaced by the Insured.

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9.4 In case of occurrence of an insured event, the Insured has to:

9.4.1 notify immediately the police authorities, fire-department or other investigation bodies under whose jurisdiction the insured event took place, requesting the elaboration of papers regarding the causes and circumstances of the event and the damages caused;

9.4.2 after the occurrence of the insured event, to take the legitimate salvaging, conservation and guarding measures for the insured vehicle or its remains, as well as any other damage control measures;

9.4.3 to notify the *Insurance Company* about the occurrence of the insured event within 48 hours after its occurrence and to provide all the available information regarding the nature and extent of the damage.

This notification has to include:

- a) the number of the insurance policy;
- b) place and date of occurrence of the event;
- c) description of the damages;
- d) location of the damaged vehicle at the time of the notification;

9.4.4 In the case of accidents on Romanian territory caused by the holder or the driver of another vehicle than the one insured at the *Insurance Company*, the notification and damage assessment shall also be made at the Romanian Insurer who issued the compulsory third party vehicle insurance of the other party. If the police report does not specify the insurance policy number of the culprit and its issuing company, the Insured has to produce the photocopy of the insurance policy issued for the responsible vehicle. In case of vehicles registered abroad, a copy of the "Green Card" document shall be produced.

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9.4.7 not to perform repairs on the insured vehicle before the damage assessment is performed by the *Insurance Company* representative;

9.5 In case of personal injury, the responsibilities of the Insured are the following:

9.5.1 the injured person has to report to a medical unit or a physician immediately after the accident, as far as his health state allows it, in order to be examined and to follow the treatment prescribed.

9.5.2 in order to receive the insurance compensation, the person entitled has to submit to the *Insurance Company* the following documents:

- a) the request for granting the insurance compensation;
- b) official report or other documents elaborated by the competent bodies who recorded and investigated the accident; this has to contain the date, the place, the causes and the circumstances of the accident;
- c) the legal document that determines the degree of permanent invalidity resulted from the accident;
- d) in case of the death of the Insured, the Beneficiary will submit the death certificate and the document that proves his position as a legal successor