

HOME AND CONTENTS INSURANCE

# Insurance Benefits Guide



## Welcome to Allianz-Tiriac!

Thank you for choosing to insure your home and contents with Allianz-Tiriac.

Taking care of risk is our job.  
We're here to protect you and your home from financial losses from unexpected events you can't control. Rely on our experience. We are with you every step of the way.

*Allianz-Tiriac Team*

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# Introduction to your insurance

You insured your home with Allianz-Tiriac comprehensive property insurance. This insurance covers your home and contents according to your personal needs.

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## 1 INTRODUCTION TO YOUR INSURANCE

### This benefits Guide:

- describes the coverages of each package
- explains insurance terminology and the claims process
- provides advice on how to protect your home and property
- answers to most frequently asked questions.

And to add to it, you also receive the insurance policy which contains detailed information regarding the package you selected, the deductibles, sums insured and limits of indemnity.

If you have any questions feel free to contact Allianz-Tiriac at 021 20 19 100 or [info@allianztiriac.ro](mailto:info@allianztiriac.ro).

We are ready to help!

#### **Liability of the insurance company**

Allianz-Tiriac, as the Insurer, is liable for covering the insured risks within the limits set according to the contractual provisions, provided that insurance premiums are paid in the amounts and by the due dates specified in the contract.

#### **Sources of information**

The contract is concluded based on the information you provide in relation to the insured home and your insurance needs and options. In order to provide the insurance quotation Allianz-Tiriac used information regarding the insured home available in public databases as well as internal databases.

#### **Data protection and confidentiality**

Providing us with your personal data is necessary in order to provide a quotation and conclude the insurance contract, as well as to handle claim files. Allianz-Tiriac is compliant with the personal data processing legislation and provides adequate protection to your data.

More information on Allianz-Tiriac purposes and how we process your personal data is available in the **Notification on personal data processing** you can find at the sales representative and on [www.allianztiriac.ro](http://www.allianztiriac.ro).

For any further information or if you wish to report any incidents regarding personal data processing, please contact us by dialling 021 20 19 100 or by sending us an email at [datepersonale@allianztiriac.ro](mailto:datepersonale@allianztiriac.ro)

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# What does the product cover – terms and conditions

In this section you will find relevant information about My Home coverages. The details of your selected package can be found in your insurance policy.

## 2.1 WHAT DOES THE PRODUCT COVER?

### Scope of cover

Depending on your option, the insurance contract covers:

- **The building used for housing purposes** at the address specified in the insurance policy
- and/or
- **Contents - property** owned by the Insured located inside the house and expressly specified in the insurance contract.
- and
- **Private liability**

#### Building

##### What is covered

Buildings and other constructions serving as dwelling, buildings that are either permanent or temporary: house, villa, lodge, apartment. The sum insured includes:

- the foundation, base, walls, floors, roof, floorings, windows, doors, stairs, dropped ceilings and flush mount or spot type lighting fittings, sanitary fittings, radiators
- the fixed installations, radio/TV/satellite antenna, LPG tanks for house heating and other installations servicing the building
- the special construction, utility or artistic fixtures (stucco mouldings, fireplaces, special value terracotta stoves, stained glass works, mural paintings, etc.)
- the outbuildings (store room, shed, stable, garage, fencing, stall, service room)
- the undivided share of the common building elements and areas
- sauna and pool.

Photovoltaic systems declared and separately highlighted in the insurance offer/policy.

Building improvements and installation and equipment fitting out performed after policy issuance are not covered.

They can be included under the insurance coverage by means of an insurance endorsement and in exchange for additional insurance premium.

##### What is not covered

- the land of the building / property

## 2.1 WHAT DOES THE PRODUCT COVER?

- photovoltaic system when there is no enclosure or when they are not installed on the basis of a design and installation carried out by an authorised company in the same premises as the insured building.
- abandoned, unused during the whole insurance period, derelict or run-down buildings, without doors, windows or locking systems or with damaged locks
- buildings included in seismic risk class I by the competent authorities
- underground constructions having no above-ground buildings, wells, dams, ditches, lightweight constructions outside locality built-up area and used temporarily
- buildings with signs of collapse and ruin that need capital repairs of the load-bearing elements, foundations, pillars, beams, masonry, floorings, ceilings and roof
- greenhouses, glasshouses and similar constructions
- lighting fittings such as chandeliers, ceiling pendants, wall lights, electrical lamps are not deemed to be part of the building
- buildings under construction, that will serve as dwelling, not yet put into operation.

### Content

#### What is covered

Depending on your option, Allianz-Tiriac insures property located at the insured premises, owned by the Insured:

#### Global Contents:

- generic property: furniture, rugs, household objects, lighting fittings such as chandeliers, ceiling pendants, wall lights and electrical lamps
- home appliances and audio-visual equipment, electronics and photo equipment
- clothing, footwear, clothing accessories
- valuable items whose value per unit is less than EUR 1,000: jewellery, gemstones, items of precious metal, watches
- house and garden related property: construction materials, fuels, household transportation means, tools, machine-tools, agricultural and animal farming products, foodstuffs, fodder, beehives (without the honeybee colony), etc.

Items located in the garden, balcony, courtyard or on the terrace or deck of the Insured at the address specified in the policy are also insured.

Allianz-Tiriac will cover up to 20% of the insured amount Global Content per insurance year for goods in the categories of Goods of **Special Value** and **Objects or Art Collections**.

## 2.1 WHAT DOES THE PRODUCT COVER?

#### Special value items:

- style furniture, tapestries, artworks on glass, musical instruments, manuscripts, items having artistic, scientific or historical value
- valuable items having a value per unit greater than EUR 1,000, kept in strongboxes: jewellery, gemstones, items of precious metal, watches
- money or valuable papers, kept in strongboxes.

#### Art items or art collections:

- paintings, sculptures, other fine art items

In the absence of alarm systems, coverage of fine art can be provided only if you declare in writing that permanent qualified manned guarding is and will be operational during the whole period of insurance.

To compensate fine art items having a value per unit greater than EUR 2,000, authenticity documents drafted by experts certified by the Ministry of Culture are required, documents that will be requested in case of a loss.

#### What is not covered

- property in buildings that are not covered (see the section „What is not covered” from Buildings)
- motor vehicles and watercrafts
- plants, including not harvested growing crops, forests, fruit trees
- land or water
- Special values items and Fine art categories where there are no operational alarm systems in place at points of entry into the home
- property, left against norms or terms of usage, on open balconies, terraces or decks, under sheds or out in the open for the risks of atmospheric phenomena
- expenses for restoring the damaged, destroyed or lost documents or paper data.

#### Geographical coverage

The home and contents insurance is intended for an insured address within the territorial limits of Romania. The private liability insurance covers acts occurring and injury caused within the territorial limits of Romania, both within and outside the insured home. The insurance also covers temporary move to another location than the one specified in the insurance policy if the moving is ordered by authorities in case of sudden threat of flooding, landslide / landfall or other calamities / catastrophes or is determined by the occurrence of such an event, provided that the moving is notified in writing to Allianz-Tiriac and recorded by means of an insurance endorsement.

## 2.1 WHAT DOES THE PRODUCT COVER?

### Sums insured, deductibles, limits of indemnity

For buildings, the sum insured means the declared value of the insured building as per the insurance proposal form / statement of the Insured, respectively:

- replacement value (as new): the cost of building, manufacturing or procuring the building constitutive parts resulting from cost estimates, invoices, contracts or other procurement documents

or

- market value: the price on the local market that the owner can obtain following a real estate transaction.

For contents, the sum insured means the declared value of the insured items as per your insurance proposal form / statement, taking as reference the retail prices on the local market. If there are no prices available on the local market for some items, their value is set by comparison with other similar items.

The Allianz-Tiriac limits of liability for the insured items are set at the values declared by you and written in the policy.

The sums insured for building and contents are established for **Flexa, Natural hazards, Water damage, Theft, Vandalism and Earthquake coverages**.

The lei equivalent for values in euro specified in the Benefits Guide will be determined based on the B.N.R. exchange rate on the date of the insurance conclusion.

For the Home assistance coverage, the Allianz-Tiriac liability limit is EUR 400 per each event, the lei equivalent at the B.N.R. exchange rate on the emergency intervention / repair date.

Allianz-Tiriac covers additional expenses based on supporting documents and up to 10% of the building and/or contents sum insured, except for property located at a different address.

The Allianz-Tiriac liability limits for **Private liability, Glass, Accidental and electric damage** are specified in the insurance policy.

In case of partial loss, after payment of each indemnity / compensation, the sum insured / liability limit for all coverages except Private liability is automatically reinstated to the value prior to the loss, without additional premium.

## 2.1 WHAT DOES THE PRODUCT COVER?

In case of policies concluded for different buildings by the same Insured, as well as in case the Insured has a private liability insurance, the Allianz-Tiriac liability limits for **Private liability** are cumulative.

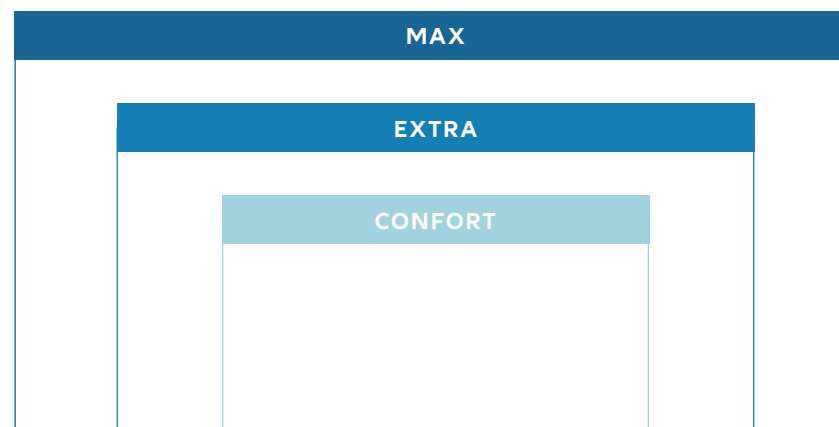
### Deductibles

The applicable deductibles are those specified in the insurance contract.

## Packages overview

Allianz-Tiriac offers three packages of My Home insurance - **Confort, Extra and Max**.

This section provides information regarding the situations when Allianz-Tiriac will pay indemnity for each of the packages available in My Home insurance.



## Provided coverages

		CONFORT	EXTRA	MAX
<b>FLEXA – fire, lightning, explosion, aircraft impact, sonic boom</b>	It covers the cost of repairing or replacing insured property in case of damage caused by fire, lightning, explosion, fall of aerial devices, sonic boom (airplane sound shockwave).	●	●	●
<b>Natural hazards</b>	It covers the cost of repairing or replacing insured property in case of damage caused by storm, torrential / frozen rain, windstorm, hail, accidental falling of bodies on the insured building, flood, landslide.	●	●	●
<b>Home assistance</b>	It covers the costs of emergency assistance services for damage to the home and household appliances.	●	●	●
<b>Private liability</b>	It covers loss or damage caused to third parties by acts committed by accident, using negligence, imprudence or omission	●	●	●
<b>Additional expenses</b>	It covers expenses incurred after an insured risk occurrence and/or expenses related to temporary accommodation in a different location	●	●	●
<b>Water damage</b>	It covers damage to the building and/or contents by flooding following accidental breakage of piping and other accessories of sanitation or HVAC systems, rise of the groundwater level, sewer system backflow, negligence of the Insured		●	●
<b>Glass</b>	It covers accidental breakage or cracking of glass items (glass windows, mirrors, glass affixed to furniture).		●	●
<b>Theft</b>	It covers burglary and/or robbery related theft or attempted theft involving the building and/or contents (damage, destruction and disappearance).			●
<b>Vandalism</b>	It covers intentional damage or destruction committed by unknown third parties to insured property, exterior impact by motor vehicles, damage caused by animals that don't belong to you, to your family or to other persons relevant for the insurance.			●
<b>Accidental and electric damage</b>	It covers accidental damage to installations and electrical phenomena to home appliances and audio-visual equipment			●
<b>Earthquake (optional)</b>	It covers damage caused by earthquake to property insured.			

For a detailed description of each coverage, read the next section.

## Flexa

## What is covered

- fire
- lightning
- explosion, even if occurring outside the building, except for explosion caused by explosive devices
- fall of aerial devices, spacecraft, parts of them or transported articles dropped therefrom
- sound shockwave caused by airplanes.

## What is not covered

- the cumulative effect of smoke, vapours, liquids, gas, dust, if not directly caused by an insured risk
- damage to electrical conductors buried under the plaster and servicing the building, caused by the normal action of electricity, electric discharge and other electrical phenomena if not followed by fire or caused by lightning.

## Natural hazards

## What is covered

- storm, hurricane, windstorm, tornado
- torrential rain – direct consequences, including those caused by water entering through cracks and tears in the roof, walls, doors and windows caused by the violent manifestation of the atmospheric phenomena occurring concurrently with the rain (storm, hurricane, windstorm, tornado)
- frozen rain
- hail – direct consequences
- snow weight and/or ice weight
- snow avalanche
- accidental falling of bodies on the insured building
- floods and alluvia from surface water overflow, atmospheric precipitation, snow or ice melt
- landslide / landfall.

**What is not covered**

- loss or damage caused by overflow of reservoirs, floods occurring during formation of reservoirs (filling with water up to the spillway level), artificial change of watercourse or other hydrotechnical works
- infiltration (water penetrating buildings from the soil or through roofs, terraces or walls) causing dampness, staining or mould of the floors, ceilings or walls of buildings
- excessive dampness or dryness of the atmosphere, extremes or sudden changes of temperature, except when such phenomena cause damage covered by an insured risk in which case Allianz-Tiriac only covers the material damage caused by such risk
- floods and/or landslides as natural hazards if the insured items (buildings and/or contents) are situated in an area with high risks for floods and/or landslides.

## Home assistance

**What is covered****Emergency Home Assistance**

We will organize and cover the cost of repair (travel and labour costs of the specialist as well as costs of necessary spare parts) to prevent further damage or impairment of the living conditions in case of:

- damage to the plumbing and/or drainage system
- blocked toilets, baths & sinks
- breakdown of the electricity supply system
- failure or breakdown of any of the heating systems and/or the hot-water supply provided by any of the heating systems,
- failure or breakdown of the air conditioning system
- damage to external locks, roof, doors or windows of your home due to storm, fire, smoke, burglary, attempts of burglary or vandalism in which case we will provide a temporary emergency solution
- locked external door (with mechanical locks), if you or your household members are locked out or inside your home in which case we will provide unlocking. In case of lost or stolen key, we will cover the work of the specialist in the replacement process (excluding costs of the new lock)
- pest infestation inside your home due to rats, mice, insects or nests of wasps and hornets (also nests of wasps and hornets on external wall, roof or roof soffit of your home which is a single-family detached house).

If an Emergency Home Assistance service is required to prevent further damage or sustained impairment of your living conditions after the occurrence of the insured event, you should notify our 24-hour emergency call centre which will organize the visit of a qualified specialist.

**Multi Appliance Insurance**

We will organize and cover the costs of repair (travel and labour costs of the specialist as well as costs of necessary spare parts) in case of:

- breakdown of your domestic appliance if it is gas/electric kitchen/stove/oven, washing machine, washer-dryer, dryer machine, refrigerator, freezer and/or dishwasher and if the following conditions are met:
  - they are installed at your address specified in the insurance policy
  - they do not exceed the 5 years' lifespan as the date of the original purchase receipt (if no original purchase receipt is available, the age of appliance shall be verified by the specialist at our cost)
  - the maximum price is EUR 2.500 for each appliance
  - they are not covered by the manufacturer's, dealer's or extended warranty.

In case of a breakdown of your domestic appliance, you will have access to our 24-hour emergency call centre which will organize the visit of a qualified specialist to your address to diagnose and determine if the damage can be repaired, either on site or in their workshop. In case the damage has to be repaired in the workshop, we will cover the cost of transportation and the specialist will arrange with you the time of return of the repaired item (Monday to Friday, within working hours from 9:00 to 17:00).

The whole assessment in your home can only be carried out when you or your representative is present.

The usage of both Emergency Home Assistance and Multi Appliance Insurance is limited to EUR 400 per insured event and a total of four insured events per year. We will calculate the cost of services of the specialists at the market rate in the region where the service was provided.

**What is not covered**

- events that occurred before the beginning of your insurance policy and the consequences of these events
- claims arising from the failure or disconnection of public services to your home (including electricity, water or gas supply), regardless of their cause
- events arising in connection with professional or business activity
- damage that occurred in shared areas and communal parts (e.g., shared fittings)



- damage of an aesthetic/cosmetic nature (e.g., damage to knobs, plastic or metal casing)
- damage that is caused by design, manufacturing or other faults subject to a recall by the manufacturer,
- damage caused by repairs carried out by you
- damage to service items, that are regularly used and replaced or have a high level of wear (fuses, batteries, light bulbs, software, gaskets, hinges, filters, drain hoses).

#### Specific exclusions for Emergency Home Assistance:

- installations which are in the responsibility of the multi-occupancy building or the appropriate technical water, gas or power providers
- cost of searching for damage (e.g., forging walls, dismantling appliances, disassembling bathroom fittings).

#### Specific exclusions for Multi Appliance Insurance:

- damage due to neglect or gradual degradation arising from improper maintenance and failure to comply with the manufacturer's regulations on your behalf
- damage that results from mechanical damage to items (e.g., hit or fall of the appliance), chemical or thermal damage to items (e.g., liquid damage, pollution or contamination),
- breakdown of the appliance due to short-circuit and/or overvoltage of power supply network due to external cause
- damage to appliances purchased outside your home country or appliances that cannot be repaired due to the lack of available spare parts which are necessary to repair the damage.

#### General limitation

We are entitled to delay the performance of the service in the event of officially declared natural disaster and catastrophes or due to force majeure.

## Private liability

#### What is covered

Allianz-Tiriac covers the loss or damage you, your spouse or the persons you are legally liable for (minor children, other persons living in the same household with you) cause by own action to third parties by accidental acts of negligence, imprudence or omission:

- bodily injury (injury that require medical care or that cause temporary disability, permanent invalidity or death)
- property damage.

In addition to the above, the amounts you are legally bound to pay to the injured third parties for the following are covered:

- material damage caused by the ruin of the insured building
- material damage caused by objects and animals in your legal care
- loss or damage caused to third parties while you are using a bicycle, ice skates, scooter, skateboard or other similar equipment moved by muscular force, subject to compliance with the rules for practising the particular sport as a non-professional and their use only in specially designed areas or suitable for the use thereof
- loss or damage caused to third parties by a person relevant to the insurance while at the address specified in the insurance policy and regarding which you, as owner, receive a claim
- loss or damage caused to tenants (who use the insured building for housing based on a valid rental / free lease contract) as a result of your wrongful act and for which you become liable either contractually or legally
- loss or damage caused to the owner (with whom you have concluded a valid rental / free lease contract) of the building situated at the address specified in the insurance policy as a result of your wrongful acts and for which you become liable towards the owner either contractually or legally. This extension applies only if the relevant building is not your property and is rented
- legal costs you incur in the civil trial if you were obligated to pay damages for loss or the loss or damage listed above
- legal costs incurred by the person you prejudiced, for the fulfilment of legal formalities, in order to bind you to the payment of damages, if awarded by court judgment.

#### What is not covered

- claims brought by you, your wife/ husband, individuals living in your household or individuals you are legally liable for regarding your/their own bodily injuries or damage to property or animals owned by you or entrusted to you in any way and for any purpose
- claims brought against you by your wife/husband or by individuals living in your household or individuals you are legally liable for material damage caused by you, your wife/husband or the individuals you are legally liable for either wilfully or by contributing to the occurrence of the detrimental act through bad faith, gross negligence or repeated negligence

- loss or damage occurring in the course of or arising out of the provision of services and/or performance of works for other persons, regardless whether these services are provided based on a service provision agreement or not
- any financial claim that is not directly linked to bodily injury or property damage - indirect financial loss and any financial loss caused to any third persons other than the one having suffered directly the injury or damage
- any claim arising out of the post-repair diminution in value of the damaged property
- compensation for moral injury, moral damages, pecuniary compensation for mental anguish arising out of bodily injury, other personal non-material losses
- claims for loss or damage to valuable papers, documents, records or titles, deeds, manuscripts, gemstones, precious metal items, stamps, collector's items, paintings, sculptures or other items having artistic, scientific or historical value, as well as for the disappearance or destruction of money
- claims for compensation of fines, taxes, duties and legal costs related to criminal proceedings
- claims arising out of a motor third party liability policy (MTPL), as well as for accidents related to any vehicle, engine-propelled equipment, agricultural or construction plant or equipment, watercraft, ship, aircraft or any such transportation means, regardless whether you own, rent, borrow or operate it
- loss or damage arising out of owning other buildings than the one indicated in the insurance policy
- loss or damage caused by your pets, having been wilfully provoked by you or by the individuals you are legally liable for
- loss or damage caused by a dog belonging to you which is not identified according to the tattooed or microchip number and not specified in a certificate issued by the Romanian Kennel Club / Canine Supervisory Authority
- claims for financial losses (price of rent variations, penalties, set-offs, indexing, contract value adjustments between you and a tenant or between you and an owner)
- claims brought against you for damage caused as a result of sport competitions or practising extreme sports.

The Insured incurs no legal liability, therefore the conditions to indemnify are not met, if the loss or damage occurs:

- in cases of force majeure - external, unforeseeable, extraordinary and unavoidable circumstance, not related to the cause of the loss or its natural traits
- due to the exclusive fault of the injured person

- due to the exclusive fault of a third party you are not legally liable for.

## Additional expenses

### What is covered

- expenses incurred by the Insured after an insured risk occurrence. The indemnity amount includes the following types of expenses:
  - the cost of the design, based on the invoice issued by the designer
  - the site clearance following the insured risks occurrence, based on the invoice issued by the contractor or by negotiation up to the limit approved by Allianz-Țiriac, in case of execution under the Insured's own management
  - the fire-fighters intervention for putting out the fire, based on the document issued by the unit having participated in the firefighting
  - loss assessment fees
  - loss minimization expenses.
- temporary accommodation at another location. In case the insured building can no longer be inhabited following the occurrence of material damage out of insured risks, Allianz-Țiriac covers the expenses regarding the temporary accommodation at another location, subject to the following conditions:
  - to notify Allianz-Țiriac about the state of the insured building before relocation for the loss survey to be performed
  - the period covered is 90 days at the most; the maximum amount covered is EUR 500 / month
  - to send supporting documents (invoice / lease agreement).

### What is not covered

The following are not covered:

- expenses related to clearance of debris consisting of pollutant / hazardous substances that, according to the legislation in force, require special neutralization procedures etc.
- expenses related to temporary accommodation to a different location following occurrence of one of the catastrophic risks: earthquake, flood and alluvia from overflowing of waters, including from snow or ice melt, landslide or landfall.

## Water damage

### What is covered

The damage caused to the insured building and/or contents by flooding is covered, up to the limits set, if:

- following accidental breakage (including as a result of freezing) of pipes, tanks, taps and other accessories of sanitation, heating and ventilation, air-conditioning systems
- due to discharge or overflowing of pluvial drain system or accidental breakage of piping caused by water coming from apartments located in the same building
- following sudden increase of groundwater level due to torrential rain leading to basement flooding
- due to the negligence of the Insured or of persons relevant to the insurance.

Upon occurrence of one of the events described above, Allianz-Tiriatic indemnifies the expenses to trace and access the source leading to the insured event occurrence, only inside the insured location specified in the insurance, as well as any potential subsequent repairs necessary as a result of the trace and access works, up to EUR 1,000.

### What is not covered

- expenses related to the repair of accidental damage to installations.

## Glass

### What is covered

Allianz-Tiriatic covers accidental breakage or cracking, including following temperature variations or faulty mounting, of the following classes of property depending on the insured item:

#### Building:

- plain windows or insulated windows, including their frames
- glass doors, curtain walls, glass bricks, as well as ceramic, marble or glass tiles
- sanitary fittings and fixtures that are part of the construction fixtures.

#### Contents:

- glass and mirrors affixed to doors, windows, cupboards, frames fixed on walls, display cases
- ceiling pendants, ceiling fittings, chandeliers, desk / bedside lamps, wall lights
- fish tanks.

### What is not covered

- home appliances and electronic devices
- showpieces and tableware.

## Theft

### What is covered

Allianz-Tiriac indemnifies you in respect of the burglary / robbery related theft or attempted theft of the construction elements forming part of the building / the contents within, located at the address specified in the policy, depending on the insured item.

In case of theft of insured property, cover is provided for loss or damage caused by:

- burglary related theft
- robbery of persons relevant to the insurance, committed at the insured premises
- theft by use of original keys, if obtained by theft or burglary committed against persons living in the insured household
- theft of property insured under section Global Contents, located outside the dwelling itself but in the same building or courtyard (attics, storerooms or other common rooms), up to 20% of the sum insured of the property
- theft committed by escalating the fencing of the dwelling for a house or by direct access into the balcony for an apartment located in a block of flats, of generic items, clothing and home and garden items located in the courtyard / on the balcony of the insured home, up to EUR 500
- breaking or deterioration of walls, roofs, ceilings, doors, windows and floors of buildings or their outbuildings, as well as of furniture and locks during committing burglary related theft or attempted theft; if only contents are insured, damage to the uninsured building are covered up to a limit of 10% of the contents sum insured.

### What is not covered

In case of theft, no amount will be indemnified if the theft was caused or contributed to by:

- gross negligence of the Insured or of persons relevant for the insurance
- unexplained loss, disappearance of the insured property
- simple theft, theft by deception, theft by using original keys, except for situations stipulated under the section **What is covered?**
- removal or putting out of operation of alarm and protection systems existing upon conclusion of the policy
- failure to properly close access doors, windows or other external openings of the dwelling while no one is inside
- failure to take proper measures against the risk of theft for the property specified under category **Special value items**

- storage of household appliances, electronic devices, photo, audio-visual equipment and valuable items outside the dwelling itself.

## Vandalism

### What is covered

- vandalism (destruction, devastation or causing of the loss of use of the insured property)
- impact from the exterior by motor vehicles, other than those you own, of the insured building
- destruction caused by animals.

### What is not covered

For this coverage exclusions under chapter 2.2 **What are the general exclusions of the product** apply.

## Accidental and electric damage

### What is covered

- accidental damage to installations. Cover is provided for fixed installations, photovoltaic system, and in case of a house / villa also other installations that service the building, operational at policy conclusion, in case of damage caused by accidental, sudden breakdown resulting from:
  - maladjustments of installation, loosening of parts during operation, failure in protective devices operation, accidental entry of foreign bodies inside the unit
  - accidental shortage of water in boilers or pressure vessels
  - overpressure or implosion
  - short-circuiting, overvoltage, over-current, overloads, arcing or induction, power outages, voltage fluctuations, resulting from an event external to the insured property
  - flaws in manufacture or material, errors in design
  - assembly or installation errors
- electrical phenomena to household appliances and audio-visual devices Coverage is provided in respect of household appliances and audio- video devices in the categories mentioned below, not older than 5 years and operational on the date of the insurance contract conclusion, for loss or damage occurring as a result of an external event triggered by the following risks: short-circuiting, overvoltage, over-current, overloads, arcing or induction, power outages, voltage fluctuations.

The categories of insured items are:

- household appliances: washing machine, dryer-washer, dryer, dishwasher, refrigerator, refrigerator-freezer, stove, oven, hot plate, extractor hood, espresso machine, electric grill, wine cooler, vacuum cleaner
- audio-visual devices: TV set, audio & visual system, slide projector.

#### What is not covered

- normal action of electricity on electrical installations and equipment;
- loss or damage to parts or components exposed to a higher degree of wear and tear or depreciation and require periodical replacement, such as glass items, cables, liners etc. and consumable
- loss or damage due to deterioration of grill burners, gas nozzles, injectors and suchlike
- erosion, corrosion, hard water deposits, deposits of mud, slag or other sediments
- depreciation or wear and tear of any of the installation parts, caused by the operation of usual activities and any other continuous chemical or atmospheric influences
- items or products inside the household appliances (deterioration of foodstuffs)
- breakdown due to failure to comply with the manufacturer's instructions for installation and use or resulting from unauthorized interventions
- maintenance services unless related to an insured event
- aesthetic damage or damage to decorative items
- loss or damage due to falls / hits
- contact with liquids, external actions or external mechanical shocks
- loss or damage caused by an internal defect of the insured item, either electrical or mechanical (no indemnity will be paid for the damaged parts in case of failure of one or more electronic parts if there is no clear evidence that the failure occurred from an external cause, covered under accidental and electric damage)
- damage caused to parts of an internal combustion engine
- loss or damage subject to the manufacturer's legal warranty or any other extended warranty
- loss or damage for which a third party is liable, in its quality as manufacturer, supplier, carrier, based on legal or contractual provisions
- defects or losses caused by software
- property not submitted to operating tests or failing to pass these tests successfully
- claims arising out of bankruptcy of the equipment distributor.

## Earthquake (optional)

#### What is covered

Allianz-Tiriatic indemnifies you for the damage to the insured home and contents caused by earthquake, as a natural phenomenon.

#### What is not covered

Allianz-Tiriatic does not cover damage caused by earthquake to insured buildings and contents in case the insured building is included in seismic risk classes I, II, III / emergency categories U1, U2, U3, „-“ established by the competent authorities.



## Additional services

### **72 Hour clause – Time coverage**

(included in all 3 insurance packages)

Allianz-Tiriac covers:

- loss or damage occurring during the period of insurance which continues to cause effects within a 72-hour period after the policy expiry, for events arising out of storm, hurricane, windstorm, tornado, flood, alluvia or earthquake
- floods and alluvia that constitute one and the same loss if the result of the same occurrence
- any loss or damage caused by storm, hurricane, windstorm, tornado or earthquake that constitute one and the same loss if two or more similar events occur within a 72-hour period during the period of insurance.

The beginning of the 72-hour period will be set by the Insured for all above-mentioned cases.

### **Property located at a different address**

(coverage included only for content insurance)

While you are temporarily located at a different address (training, posting, etc.) you can maintain the insurance coverage in place for property you take with you and covered under Global Contents category as:

- clothing
- valuable items whose value per unit is less than EUR 1,000.

The maximum indemnity limit for these items is EUR 1.000 per year of insurance.

# What are the general exclusions of the product ?

**The following situations are not covered by the insurance and will not be indemnified, regardless of the selected coverage:**

### Willful acts and other legal violations

- fraudulent claims, claims based on false statements or arising from criminal offences
- insured risk wilfully caused by you or by persons relevant to the insurance if established as such in documents concluded by competent bodies that ascertain wilful damage of insured property
- gross negligence of the Insured or persons relevant to the insurance.

### Events not covered by the policy

- losses, liability, requests, costs or expenses of any kind caused directly or indirectly by, to which contributes, that results from or are in connection with a transmissible disease or the threat, danger (existing or anticipated) of a transmissible disease irrespective of any other cause or event that contributes simultaneously or in any other way to this
- claims, losses, destruction, distortion, deletion, corruption, amendment, theft or other dishonest, illegal, fraudulent or unauthorized use of electronic and digital data (including but not limited to cybernetic events, information attacks and / or war events and cybernetic terrorism) or losses of any nature, reduction of functionalities, any costs, expenses and/or fees generated by them, irrespective of any other cause or event which contributes simultaneously or in any other order to losses or claims
- expenses to repair accidental damage to installations from causes not covered by the insurance or expenses for unsuccessful repairs or restoration
- pollution and contamination
- faults or defects in design or construction, errors and omissions regarding topographic survey, zoning, inspection or localization of the site, application of safety codes or construction standards related to natural catastrophic hazards (earthquake, flood and alluvia, landslide/landfall)
- errors in execution, use of construction materials with hidden defects, except for accidental damage to installations covered under the Accidental and electric damage
- damage due to construction works (new works, consolidations, demolitions,

underpinnings, extensions, construction alterations, capital repairs) carried out on the insured building or in its immediate vicinity

- building collapse or damage as a result of design errors and/or construction defects or of poor maintenance (in a state of advanced degradation)
- expenses related to betterment of buildings compared to their state prior to the insured event occurrence
- damage resulting from vibrations caused by road or railway traffic, by industrial or construction plant / equipment
- graffiti, slogans, writings, cosmetic damage (scribbling included), as well as poster, ad or notice sticking on the outward walls of buildings and outbuildings
- damage or breakdown falling under the liability of the product manufacturer or supplier according to its legal or contractual obligations
- breakdown caused by testing or experiments that impose extraordinary operating conditions
- events or circumstances known by the Insured at the time of insurance policy conclusion or occurring before the insurance policy effective date.

The following situations are also not indemnified unless they are directly caused by or cause material damage or destruction covered by an insured risk, in which case Allianz-Tiriac is liable only for the material damage caused by the insured risk:

- normal wear and tear, erosion, corrosion or gradual deterioration of insured property
- settlement, cracking, shrinkage, expansion or rising of foundations, pavements, walls, floors, ceilings or roofs
- loss or damage caused by animals: birds, rodents and other vermin, including moths or insects
- loss or damage caused by microorganisms, mould, rust, decay, decomposition in the presence of dampness or dryness
- loss or damage caused by shrinkage, evaporation, loss of weight, content leakage, change in texture or finish
- loss or damage to electric equipment and electronic and photographic devices (for all packages) and home appliances and audio-visual equipment (for Confort and Extra packages) caused by excessive pressure, voltage drops or other similar phenomena in electrical grids.

Additional exclusions related to fine art items or collections:

- loss or damage caused by unsuitable humidity, lighting or temperature conditions



## 2.2 WHAT ARE THE GENERAL EXCLUSIONS OF THE PRODUCT?

- loss or damage resulting directly from repair, restoration or retouching operations
- financial losses incurred as a result of the legal loss, in full or in part, of the right of ownership of the insured property
- loss or damage to insured property that proves to be forgery, in which case you are under the obligation to return
- the paid indemnity to Allianz-Tiriac within 15 days from the date when proof of forgery is issued.

### Other extraordinary events not covered by the policy

- terrorism, as defined in the domestic law or international conventions and treaties
- atomic explosion, radiation or radioactive contamination following use of atomic energy or fissionable materials
- war of any kind, invasion or action of a foreign enemy, military action
- political risks; any type of coverage related to “political risks”/political events, including but not limited to:
  - nationalization - confiscation
  - expropriation (including selective discrimination or forced abandonment)
  - limitation of rights and liberties
  - requisition
  - revolution
  - rebellion
  - insurrection
  - civil commotion of the size or extent of a riot or uprising
  - usurpation of military power
  - any kind of event, organized resistance or action made with the intent to overthrow, replace or change a country’s existing leadership or constitutional government will be deemed “political risk” / political event

Notwithstanding the political risk exclusion, insurance coverage is provided for:

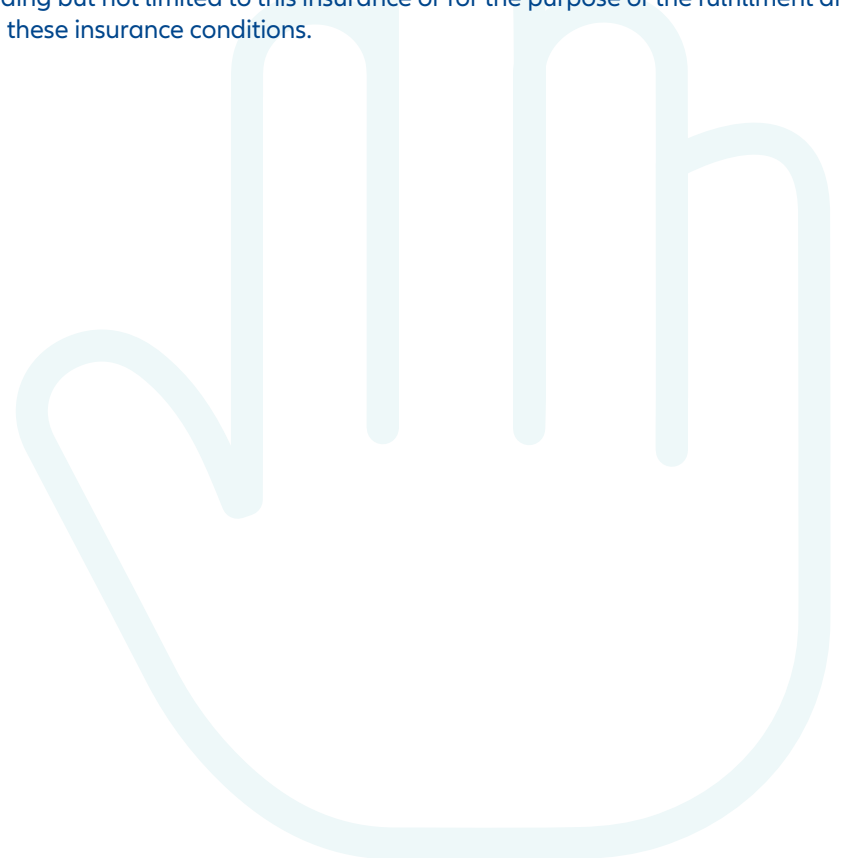
- a) “strikes”, meaning any willful act of any striker or worker who has been restricted access to the workplace committed in support of the strike or to oppose a restriction to / lockout of the place of work or any act of any lawfully constituted authority for the purpose of suppressing or minimising the consequences of such act
- b) “riots and civil commotions” meaning any act insurrection committed during

## 2.2 WHAT ARE THE GENERAL EXCLUSIONS OF THE PRODUCT?

a public disturbance (where such disturbance is politically motivated) by any person participating with others in such disturbance or any act of any lawfully constituted authority for the purpose of suppressing or minimizing the consequences of such act.

### Commercial sanctions (sanctions and embargos)

In case of breach of any legal sanction or regulation of the UN Security Council and/or European Union and/or any other applicable national sanction laws or regulations, this Insurance Contract does not provide coverage and does not pay any indemnity including but not limited to this insurance or for the purpose of the fulfillment arising from these insurance conditions.





# What are your responsibilities? – general obligations

In this section we will inform you about your obligations during the period of the contract.

[→ Go to the Table of coverages](#)

## 2.3 WHAT ARE YOUR RESPONSIBILITIES? – GENERAL OBLIGATIONS

### Your obligations regarding the conclusion and performance of the insurance contract

- to communicate to Allianz-Tiriac complete and accurate information for the analysis of insurance needs and factors that may determine the insured risks occurrence
- to allow the Insurer to carry out the risk survey, at its request
- to declare the existence of other policies for the same type of insurance, including those placed at different insurers, both at policy conclusion and during the period of insurance
- to pay the insurance premium in the amount and by the due dates specified in the insurance contract; in case of non-payment the insurance contract will be automatically suspended
- to notify Allianz-Tiriac in writing within 30 calendar days regarding any intention of modification (construction alteration, extension, change of use etc.), suddenly appeared or already put in practice in relation to the data considered at policy conclusion or of a nature to aggravate the risk, even if these changes take place against your will.
- Risk aggravation occurs when:
  - the safety measures existing at policy conclusion or that were subsequently installed are removed or decreased in number, capacity or size
  - in an adjacent building (sharing common walls) construction works are carried out, scaffolds, installations or other betterments are being erected/installed
  - the lock of the entrance to the building is not replaced with a similar or higher quality lock following loss of a key
- to allow Allianz-Tiriac to verify how the building and insured property are maintained
- to maintain the building and insured property in good condition, to maintain the fixed installations that service the building in proper condition, according to manufacturer instructions and recommendations
- to keep the fine art or collections and special value items in optimal conditions and to make sure that when you or the persons relevant for the insurance are absent, the doors and other openings of the insured building are locked at all times and provided with safe locking systems that do not allow entrance inside without their damage or destruction
- to make sure that all safety systems, especially anti-theft alarm system, are operational throughout the period of insurance

[→ Go to the Table of coverages](#)

## 2.3 WHAT ARE YOUR RESPONSIBILITIES? – GENERAL OBLIGATIONS

- to bear the bank charges for any premium refund operation carried out by Allianz-Tiriatic.

In case of non-compliance with these obligations or of failure to provide accurate and complete information at policy conclusion or in case of gross negligence regarding the maintenance of the building or property in relation to a situation that aggravated the risk and led to its occurrence, Allianz-Tiriatic has the right to cancel the insurance contract as of the date of fact finding without refund of premium for the period elapsed since policy conclusion or, as the case may be, to decline payment of indemnities / compensation.

### Your obligations regarding the insured risk occurrence

- to notify Allianz-Tiriatic in writing about the insured risk occurrence, the causes and circumstances of the occurrence no later than the time limits specified in the section 2.4 A loss has occurred – What comes next?
- to provide Allianz-Tiriatic all requested information and documents
- to allow us to investigate/verify the cause, circumstances and the extent of the loss
- to take measures to minimise the loss and in case of fire, explosion or theft to promptly notify the firefighting brigade, the Police or other competent public authorities
- to preserve the affected parts and make them available for assessment to Allianz-Tiriatic
- to preserve the right of recourse against the persons responsible for the loss.

In case of theft / destruction of insured property by vandalism:

- to take care that all evidence of the damage or destruction stays untouched until investigation of the facts
- to inform Allianz-Tiriatic and the police no later than 24 hours after you have become aware of the loss
- to provide Allianz-Tiriatic and the police with a signed list of the stolen, damaged or destroyed property
- to provide assistance if Allianz-Tiriatic decides to use legal means, in the name of the Insured, to partially or fully recover the stolen fine art items or collections that constitute the subject of a claim
- to allow Allianz-Tiriatic to investigate the cause and to calculate the loss amount and the indemnity by providing all relevant information and documentation
- in case that stolen property has been found, to notify Allianz-Tiriatic within 5

## 2.3 WHAT ARE YOUR RESPONSIBILITIES? – GENERAL OBLIGATIONS

business days or 24 hours in case of fine art, regardless of whether it has been found before or after indemnity payment and to return to the Insurer within 15 calendar days the indemnity received or the difference between such indemnity and the cost of repair or replacement of components or parts found damaged or incomplete

- to make available all police findings reports to Allianz-Tiriatic.

In case of private liability:

- not to admit any liability and not to make any offer, promise or payment without the written consent of Allianz-Tiriatic
- to organize a good defence in case the injured party initiates a legal action, considering the recommendations made by Allianz-Tiriatic, including with regard to the employment of counsel both in the court of first instance as well for the appeals.

In case of non-compliance with these duties, Allianz-Tiriatic has the right to decline indemnity / compensation payment if for this reason it could not determine the cause or real extent of the loss arising out of the insured risks or if you contribute to the aggravation of the loss or fail to preserve Allianz-Tiriatic right of recourse due to non-compliance with your duties.

### Allianz-Tiriatic obligations

Allianz-Tiriatic is liable to cover the risks insured under the contract and, in case of occurrence of such insured risks, to indemnify the Insured or the insurance beneficiary, as the case may be, or the injured third party for the loss, damage or injury suffered, provided that the Insured or the Policyholder has paid the insurance premium in the amounts and by the due dates set in the contract.

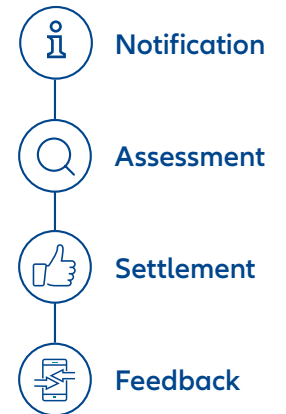
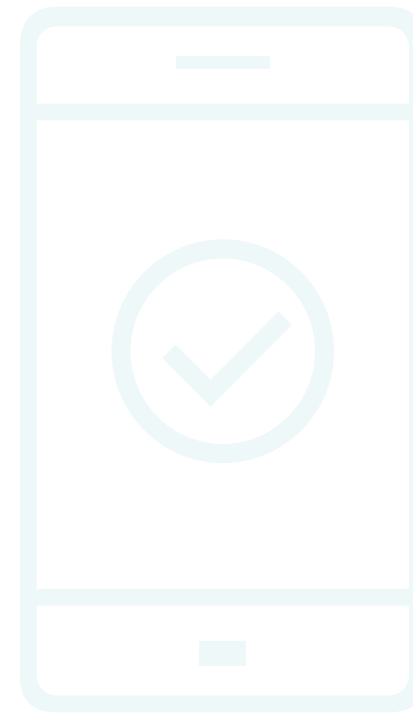
# Claim happened – what comes next?

In this section we will inform you about notifying your claim in a fast and simple manner.

# 2.4

[→ Go to the Table of coverages](#)

## 2.4 CLAIM HAPPENED – WHAT COMES NEXT?



[→ Go to the Table of coverages](#)

## 2.4 CLAIM HAPPENED – WHAT COMES NEXT?

Notify the loss correctly and Allianz-Tiriatic will settle your claim as soon as possible. If one of the insured risks occurred in your building:

- take loss minimisation measures
- immediately notify the firefighters in case of fire
- immediately notify the Police in case of theft, attempted theft, burglary, robbery or destruction or property through vandalism
- if possible, take photos of the details that capture the damage incurred
- if another person could be responsible for causing the damage, find out information regarding this person (such as first name, last name, mobile phone number or email address).

If one of the events described under **Home Assistance** section occurs, call on the NON STOP Assistance Center and request emergency home repairs.

Allianz-Tiriatic covers the cost of the assistance services up to the limit of the sum insured per event and you can pay the difference corresponding to spare parts and additional work. If the damage and the costs in excess of the **Home Assistance** limit derive from events insured under other policy coverages, you have to notify the loss. Allianz-Tiriatic will reimburse you with the amounts paid to the service providers.

If you have caused damage to another person:

- notify Allianz-Tiriatic if the person you have caused damage to claims compensation
- fill in a statement regarding your liability and the amount claimed
- notify Allianz-Tiriatic if the NON-STOP person sustaining damage has exercised their legal right to seek compensation from an arbitration institution or other public authority and inform the Insurer regarding your legal representative and the result of the legal proceedings
- follow our instructions on compensation for damage
- do not admit and do not satisfy demands for payment of damages and do not enter into settlements or court agreements without the written consent of Allianz-Tiriatic.

Useful phone numbers:

- European emergency line: 112
- Allianz-Tiriatic NON STOP Assistance Center:  
021 312 22 39  
00431 525 03 6551

## 2.4 CLAIM HAPPENED – WHAT COMES NEXT?

For your peace of mind during the loss settlement process, Allianz-Tiriatic provides you with the Claims Tracker, a tool that gives you 24/7 real-time updates regarding your claim in 4 easy steps:

- **Notification**
- **Assessment**
- **Settlement**
- **Feedback**

Do not alter the condition of the damaged property and do not remove the cause without Allianz-Tiriatic consent, except in cases where it is required for safety, hygiene or environmental reasons. Please inform us if your home is also insured with another company (the insurance company name and the insurance contract number must be specified).

Allianz-Tiriatic will pay the indemnity:

- to you or the person empowered to receive it
- to your legal heirs, if applicable. For the home and contents insurance the beneficiary is the insured owner. If the property is owned by more than one person, the indemnity will be paid to each owner in accordance with their share of the property
- In case of third party liability, Allianz-Tiriatic will pay the indemnity to the injured party.

For the loss settlement you may choose either to:

- accept the offer of indemnity, in which case Allianz-Tiriatic guarantees payment within 2 business days from receiving your consent, or
- reimbursement of repair expenses or replacement cost of the damaged property, in which case you will provide Allianz-Tiriatic with a repair estimate/offer or a repair or purchase invoice via Claims Tracker.

The indemnity amount will not exceed the usual cost of repair or replacement available in Romania and will be paid in lei, in the IBAN account provided by the person entitled to receive the indemnity. Exception makes the home assistance services which entail repairs carried out by providers contracted by Allianz-Tiriatic.

### How is the amount of indemnity calculated?

The sum insured is the maximum limit of the indemnity amount. The loss settlement is limited to the insured event or insurance year.

In case of private liability, the amount of indemnity is calculated according to the legislation in force and taking into account the damages claimed and established by the injured party.



## Notification

In case of a loss occurrence notify Allianz-Țiriac as soon as possible, complying with the maximum notification time limits: 24 hours from the occurrence of the event.

Notify a loss occurrence:

- online at [www.allianztiriac.ro](http://www.allianztiriac.ro)
- by phone to the Claims Center: 021 201 91 81 / 021 201 91 80 or \*21 201 918 (only in the Orange network) Business hours: Mon-Fri, 8:00-20:00, except for legal holidays.

You are under the obligation to provide all information required to determine the cause, the extent of the damage and the type of loss. If at the time of loss notification you knowingly communicate incorrect or incomplete information as to the cause or extent of the damage, Allianz-Țiriac may:

- require you to cover the cost of the event investigation
- decrease the amount of indemnity to be paid to you
- refuse to pay the indemnity in full.

- After completing the loss notification you will receive a customized link to Claims Tracker and you will be able to track the status of your claim in real time, 24/7.



## Assessment

### Claim assessment

You will receive via Claims Tracker all the relevant information about the claim assessment. You will be required to provide a number of documents in digital format, such as:

- photographs of the damage and of its cause
- the identity document
- the building outline
- the title deed of the building
- if they have been called on regarding the event
- cost estimates or contracts for repairs, respectively technical assessment reports or invoice for repairs of items inside the home.

Do not worry if you meet with technical issues in uploading digital images in Claims Tracker or if the uploaded images do not have a high enough resolution to allow Allianz-Țiriac to assess the loss. An Allianz-Țiriac expert will come and take the necessary photographs. If you or the insured person refuses the carrying out of the assessment and, as a result, the type and extent of the loss or the cause of the event occurrence cannot be verified, Allianz-Țiriac may refuse to pay indemnities.

The assessment is concluded by confirming that the loss is covered and informing you of the next steps to be taken to settle the claim file.



## Settlement

### Repairs

Repairs to damaged or destroyed buildings or property can be carried out by professional contractors based on repair work estimates and invoices that will be verified by Allianz-Tiriac representatives, by comparing them to the data in the loss assessment report and with the market prices.

### Claim handling

After performing the assessment, Allianz-Tiriac will calculate the indemnity amount depending on the type of loss (total or partial), the sum insured and retentions, if any.

**Total loss** means complete destruction of insured property (building or contents) or disappearance, without any salvageable parts that can be used or exploited, or destruction in such a manner that, although there are salvageable parts that can be used or exploited, restoration by repair is no longer possible or the cost of repair equals or exceeds the sum insured of the policy, except for underinsurance of buildings or constructions.

**Partial loss** means damage to, destruction or depreciation of parts of the insured buildings or property in such a manner that they can be repaired and restored to their state prior to the insured risk occurrence and the cost of repair does not exceed the sum insured of the policy.

The indemnity cannot exceed the sum insured at policy conclusion, the value of the loss or the value of the building or other property at the time of the damage, where:

- sum insured at policy conclusion means the sum written in the policy
- value of loss means the indemnity set according to assessments
- value of the building at the time of the loss means the cost of constructing or procuring the constitutive parts of the destroyed or damaged building, calculated at local market prices

- value of property at the time of the loss means the cost of procuring or manufacturing the destroyed or damaged property, calculated at local market prices.

The amount of indemnity includes, based on supporting documents and up to the sums insured, expenses incurred to save the building or contents (loss minimisation) that are distinctly specified in the list of indemnifiable property.

In case of fire and/or explosion, indemnity is granted based on the fire or investigation report, issued by the unit that fought the fire, establishing the circumstances and cause of the event.

### Calculation of indemnity for buildings

Depending on the sum insured of the policy and the extent of the damage, the indemnity amount is:

- in case of total loss – the sum insured of the policy, except in case of overinsurance, when the indemnity amount is the new replacement actual cash value or market value.
- in case of partial loss, up to the sum insured of the policy – the cost at the time of loss of repairs, restoration, reconditioning or replacement of the parts damaged or destroyed and restored to the state prior to the insured risk occurrence and the cost of the repair does not exceed the sum insured of the policy.

If on the date of the insured risk occurrence the sum insured exceeds the new replacement value or the market value of the building, the indemnity will not exceed the (new) replacement value or market value of the building on the date of insurance contract conclusion and the insurance premium corresponding to the excess of sum insured will be refunded.

In case of **partial loss**, the indemnity amount includes the covered additional expenses, based on supporting documents, provided that the total indemnity does not exceed the sum insured. If the loss was aggravated from other causes than the insured risks, the indemnity will be determined only for the part of the loss that was caused by the insured event.

### Calculation of indemnity for contents

The loss, the indemnity amount is:

- the sum or limit insured of the policy, in case of total loss
- the value of depreciation at the time of the risk occurrence or the cost of repairs or the cost of replacement / restoration of the parts damaged by insured risks, in case of partial loss.

The value at the time of the insured risk occurrence is determined based on the following unit prices:

- retail prices on the local market, for commercial goods
- the acquisition prices, and in their absence, the selling prices on the local market less mark-up, for products, foodstuffs and fodder out of the Insured's own production as well as for goods from household production that have an assimilated commercial item
- prices of equivalent goods if damaged items are not available on the local market and there is no reference price for the item. The loss in quality (depreciation) is agreed together with the Insured as a percentage based on examination of the damaged or destroyed property or, as the case may be, by licensed experts, the amount of the loss being calculated by applying the depreciation percentage to the value of the property at the time of the insured risk occurrence.

The cost of repair of the property, including of the building damaged at the time of burglary related theft, is determined according to the repair/replacement cost estimate and invoice issued by the repair shop. For the calculation of the indemnity amount only the cost of replacing components that have been damaged is considered, even if during the repair other components have been replaced or improvements have been made compared to the state of the item prior to the risk occurrence. For material damage caused by the **risks of burglary related theft and/or robbery or vandalism**:

- indemnities are granted only if 30 calendar days have passed since the date of the Insured's loss notification, period necessary to carry out the investigations and if the police or other investigating bodies confirm in writing the burglary related theft or robbery and specify that the stolen property has not been found during this period.
- if the stolen property has been found before indemnity payment, indemnity is granted only for damage caused as a result of the theft, if any.

The Policyholder or the Insured are under the obligation to notify Allianz-Tiriatic without delay on finding lost or stolen property or parts thereof after the insured event or after payment of indemnity. Allianz-Tiriatic is entitled to receive the amount indemnified. However, the beneficiary may deduct from the amount returned to the insurer the reasonable costs incurred in remedying the defect during the period in which he was unable to benefit from the property.

- for damage caused to the building by breaking of doors and other construction or furniture elements with the purpose of stealing, the indemnity equals the cost of repairing the damaged or destroyed parts.

### Calculation of indemnity for fine art

Allianz-Tiriatic will pay the restoration cost plus any depreciation in value resulting from the restoration, however not more than the limit mentioned in the benefits guide.

The costs incurred with the loss expert assessment expenses and loss minimization expenses are granted up to the lei equivalent of EUR 1,500.

The following will be considered for the loss or damage assessment and settlement:

- the indemnity will be the value of the fine art items on the date of the insurance contract conclusion, in case of destruction of fine art items in such a manner that, although there are salvageable parts that can be used or exploited, the cost equals or exceeds the value of the fine art items on the date of the insured risk occurrence.
- in case of damage to an item part of a set, the loss or damage to the item will be fairly evaluated in relation to the total value of the set, depending on the significance of the item, however it will not be considered as the loss of the entire set
- after payment of the full sum insured for each item or set, Allianz-Tiriatic will become the sole owner and has the right to take possession of the aforesaid
- the maximum indemnity limit has as reference: the acquisition price, plus different taxes or fees related to the acquisition or the market value of the item, according the expertise provided by experts certified by the Ministry of Culture.

## 2.4 CLAIM HAPPENED – WHAT COMES NEXT?

### Right of redemption – applicable for fine art

You have the right to redeem the recovered property from Allianz-Tiriac for a sum equal to the indemnity received plus the legal interest rate (the BNR reference interest rate calculated from the date of indemnity payment to the date of redemption), as well as the recovery expenses. Allianz-Tiriac will notify you regarding the recovered property right of redemption. You have 60 days from the date of notification to exercise your right.

### Home assistance

The survey of the event occurrence, assessment of consequences and performance of emergency repairs are carried out via the NON STOP Assistance Center and the approved service providers. The Assistance Center operators are the only persons authorized to assess and classify the event, as well as to determine the services necessary for emergency repairs.

The intervention timings depend on the address of the insured goods, the estimated time is 2 hours for Bucharest and 4 hours for the rest of the country (in aprox. 80% of the cases). Any survey, assessment or repair at home is carried out only in the presence of the Insured or his/her representative. Allianz-Tiriac has the right:

- to choose how to carry out the works cost-effectively and efficiently
- after the intervention, to conduct an expert assessment on the event and its consequences, as well as on how the approved provider carried out the repairs.

### Calculation of indemnity for Private Liability

In case of bodily injury, indemnity will consist of payment of the expenses necessarily incurred by the injured person for health recovery or improvement, not covered by the social security system, as well as of compensation of the net loss of income suffered by the injured person throughout this period.

In case of death, the indemnity will cover the following expenses:

- funeral expenses, based on supporting documents
- expenses to transport the deceased person, supported by documentary evidence, from the place where the death occurred to the locality where the burial takes place

## 2.4 CLAIM HAPPENED – WHAT COMES NEXT?

- forgone net income and other expenses caused by the accident occurrence and incurred from the accident occurrence date to the burial date
- periodic payments (maintenance allowances) awarded to those legally entitled to. In case of damage to property, compensation represents the cost related to procurement, repair, reinstatement or restoration of damaged property or the cost to procure an item similar (both regarding technical features and age) to the damaged or destroyed one, deducting the wear and tear and/or the value of the salvageable parts that can be exploited, as the case may be.

The indemnities set cannot exceed the value of the property at the time of the insured event occurrence. The indemnities, including legal costs incurred by the Insured, cannot exceed the maximum limit of liability assumed under the policy. If the damaged or destroyed property has been insured separately by their owner (the injured third party), Allianz-Tiriac grants compensations for the difference between the loss amount and the indemnities granted under any insurance concluded (if collected).

The indemnity amount is set either by mutual agreement between parties or decision of a final court. The agreement can be reached between the Insured and the injured parties with the consent of Allianz-Tiriac. Payment of the indemnity extinguishes any claims the injured parties bring against you and implicitly any claim you bring against Allianz-Tiriac.

Loss settlement based on the mutual agreement of the parties, with the consent of Allianz-Tiriac, is achieved in all cases when the Insured's private liability for the loss occurrence is clearly established and the injured party makes proof of the pecuniary loss sustained. If it is settled that the compensation owed by the Insured to the injured person is granted as regular payments (maintenance allowances), then the compensation owed by Allianz-Tiriac will be paid as such, until the sum insured is exhausted, except for the compensation for the Insured's legal costs. Allianz-Tiriac indemnifies you (if you prove you have paid the amounts claimed by the injured third party) or directly the injured party, with your prior notification and consent, unless the injured party has already been compensated by you. This indemnity cannot be claimed by your creditors.

The My Home insurance product does not cover moral damages suffered by injured third parties, neither in the case of personal injury nor in the case of death.



## 2.4 CLAIM HAPPENED – WHAT COMES NEXT?

### Applicable retentions

In cases when, on the date of the insured risk occurrence, the sum insured is less than the replacement value (as new) or the market value of the building, the average rule applies and the indemnity decreases proportionally to the ratio between the sum insured of the policy and the replacement value (as new) or the market value of the building on the date of the insurance contract conclusion.

The cost of property purchased and improvements carried out after conclusion of the insurance contract, uninsured by means of an insurance endorsement and damaged following the event occurrence, is deducted out of the loss amount considered as part of the indemnity. Out of the indemnity amount, Allianz-Tiriac will retain:

- the deductible specified in the insurance policy
- the value of salvageable parts that can still be used or exploited. If an agreement cannot be reached on deducting the value of salvageable parts from the indemnity, by paying the indemnity Allianz-Tiriac can take possession of the property for which indemnity was paid. The taking into possession is made based on a handover report. If Allianz-Tiriac fails to exercise its option to take possession of the property within 60 days from indemnity payment, you will remain the owner of this property
- any premiums owed until the end of the period of insurance
- amounts related to average rule applied to buildings
- payments on account of the indemnity.

### Payment of indemnity

Loss settlement is achieved by:

- payment of the amount determined as a result of the loss survey and assessment carried out by Allianz-Tiriac representatives based on the provisions in this document or
- repairs carried out by service providers authorised by Allianz-Tiriac.

In case that on the date of the claim, another insurance covering the same object and risk is in place, then the insurers will contribute to the compensation/indemnity proportionally to the sum insured.

## 2.4 CLAIM HAPPENED – WHAT COMES NEXT?

In case of an insured risk occurrence, upon the insured's request, Allianz-Tiriac can make an advance payment of 30% at the most of the estimated indemnity.

Indemnities are paid within 15 business days at the most from the date when the complete documentation is submitted to Allianz-Tiriac, based on your written agreement regarding the due amounts, expressed by signing the submission of the claim form.

Allianz-Tiriac reserves the right to postpone payment of indemnity until the closing of criminal investigation or procedure if such action has been opened / started against you in relation with the loss.



### Feedback

Once the claim file is completed, Allianz-Tiriac will ask your opinion on the claim settlement process via your personalised Claims Tracker link. We need your opinion to provide you with an experience the way you want it. We thank you in advance for taking the time to provide feedback.

# What is the most important information about your contract?

In this section, we will inform you about the payment of premiums, the validity of the insurance policy and what can trigger policy termination.

[→ Go to the Table of coverages](#)

## 2.5 WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

### Payment of insurance premiums

The value of the insurance premium is to be set based on the information you provided by filling in the insurance proposal form. You can pay the insurance premium in full or in instalments, as specified in the insurance policy. The full premium or the first instalment is to be paid within 2 business days at the most as of the policy effective date, while the next instalments are to be paid by the due dates specified in the policy.

Insurance premiums are to be paid in lei.

For policies issued in other currency, the payments are made in lei at the BNR exchange rate on the debit note issue date or on the date of payment if no debit note has been issued.

Allianz-Tiriac may send you a payment notice at least 5 calendar days before the premium due date. If you do not receive this notice, you are not released from the obligation to pay the insurance premium on the dates mentioned in the insurance contract /policy.

If you fail to pay in due time, Allianz-Tiriac grants a 5-calendar day grace period for the payment of due instalments, other than the first instalment. If a loss occurs during the grace period, you can be compensated provided that the premium instalment is paid no later than the grace period expiry date.

If the premium instalment is not paid during the grace period, starting with the day immediately following the grace period expiry, the insurance contract is automatically suspended for 30 calendar days, calculated as of the due date, and any liability of the Insurer for the risks occurring during the suspension period implicitly ceases.

The suspension period can be lifted by means of an insurance supplement, provided that:

- within 30 calendar days as of the due date of the owed premium instalment the Insured must request in writing the reinstatement of the contract, expressly declaring that no losses occurred during the suspension period
- the overdue premium is paid and the insurance endorsement is issued.

The insurance contract is deemed reinstated as of 24:00 hours of the day when the premium instalment is cashed in and the insurance endorsement is issued.

If after expiry of the suspension period the overdue premium instalment is still unpaid, the insurance contract will automatically terminate.

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### Bonus

When signing the My Home insurance contract, depending on the claims history, Allianz-Tiriatic may adjust the insurance premium (either a reduction or an increase), as appropriate.

## Policy duration and valability

### Inception date of the insurance contract

The liability of Allianz-Tiriatic begins on the date and at the time specified in the insurance policy, provided that the insurance premium or the first premium instalment is paid as per the policy provisions.

If the policy is altered by means of an insurance endorsement, the liability of Allianz-Tiriatic begins on the next day after endorsement issuance, but not earlier than additional premiums, if any, have been collected and ends at the same time as the policy it endorses or on the last day of the endorsement period if it extends the initial period of insurance.

The liability of Allianz-Tiriatic ends:

- at the date and time of the insurance period specified in the insurance policy, without any further notification
- on the date of a total loss settlement
- at the time of the cancellation as per the section Contract cancellation
- on the date when the ownership of the insured property is lost or transferred.

## Changes affecting the policy

All communication regarding changes of the insurance contract must be made by electronic correspondence (email) using the means provided by the Insurer. If you didn't sign an electronic communication agreement with Allianz-Tiriatic, you will use the post mail services.

If you or the person concluding the policy provided inaccurate or incomplete information that would have determined Allianz-Tiriatic not to conclude the insurance policy or not to conclude it under the agreed terms and conditions, even though the omission or declaration were not intentional, the following possibilities are considered:

- if the situation is discovered before the insured risk occurrence – the Insurer has the right to continue the contract by requesting the increase of the premium or to cancel the contract after a 10-day period (calculated from the date when you receive the notification); the Insurer will refund you the portion of the paid premium corresponding to the period after the cancellation.
- if the situation is discovered after the insured risk occurrence – the indemnity amount will be reduced proportionally to the ratio between the amount of the paid premium and the amount of the premium that ought to have been paid, should the circumstances have been known.

If you or the person concluding the policy acted in bad faith when you provided inaccurate or incomplete information regarding those circumstances that would have made Allianz-Tiriatic decline conclusion of the insurance contract or sign it under different terms and conditions, the insurance contract is null and void. The paid insurance premiums are non-refundable and Allianz Tiriatic is entitled to request payment of any premium due up to the moment when it becomes aware of the nullity cause.

## Contract cancellation

If either you or Allianz-Tiriatic are in breach of each party's obligations, both parties are entitled to cancel the contract.

If you fail to pay the insurance premium by the expiry of the suspension period and no insurance endorsement is issued to lift the suspension, the insurance contract terminates starting with the day after the premium due date, without any prior formality and without the intervention of any court of justice.

Starting with this date all obligations of Allianz-Tiriatic terminate, the Insurer has no liability for any risks occurring as of the suspension date, even if overdue premiums are paid after the suspension.

You have the right to withdraw from the insurance contract and to request its termination within the first 14 days after conclusion without any obligation to invoke a reason if no insured risks occurred. In this case Allianz-Tiriatic will fully reimburse the paid premium upon your written policy withdrawal request.

If you have paid the insurance premium and the insurance contract terminates after the 14-day period from issue date, Allianz-Tiriatic reimburses you the insurance premium for the period remaining until expiry calculated per days of insurance in a proportion of 1/365 of the annual premium, if no losses were settled or reported under your insurance policy.

The policy may also terminate at your request with a 20-day prior notice.

If Allianz-Tiriac paid or owes indemnities corresponding to your insurance contract and you failed to pay the premium instalments, the Insurer reserves the right to recover these instalments, even if the contract has been cancelled or terminated.

## Dispute resolution / how do we address any differences?

You can contact Allianz-Tiriac at:

- Infoline: 021 20 19 100, Monday to Friday from 8:00 to 20:00 (except for legal holidays)
- Email: [reclamatii@allianztiriac.ro](mailto:reclamatii@allianztiriac.ro)
- Post mail: Allianz-Tiriac Asigurări S.A., 82-94 Buzești St., Floors 3, 4, 12, District 1, Zip Code 011 017, Bucharest, Romania

Your complaint will be carefully considered and Allianz-Tiriac will make all efforts to offer you a documented solution no later than 5 business days.

If this is not possible due to the complexity of the matter, we will regularly update you until we finally settle your complaint. In all cases Allianz-Tiriac will comply with the legal time line of maximum 30 business days.

If you are not satisfied with Allianz-Tiriac answer, you may contact the Financial Supervisory Authority or you may use the alternative dispute resolution for financial non-banking sector (SAL-FIN).

Details on how to access these two procedures are available at [www.alliantiriac.ro](http://www.alliantiriac.ro) and [www.asfromania.ro](http://www.asfromania.ro).

Any litigation will be settled by the competent courts in compliance with the Romanian legislation.

In any action, litigation or dispute where Allianz-Tiriac claims, according to the provisions of the Benefits Guide, that an event is not covered under the insurance contract, the burden of proof regarding the coverage lies with the Insured.

## Additional information

The policy is concluded based on the information provided by the Insured, which make integral part of the insurance contract, together with the policy appendices, insured property schedules and written declarations of the Insured.

The insurance is deemed concluded when the policy is issued by the Insurer and the insurance premiums are paid.

Allianz-Tiriac takes over the Insured's rights against the parties liable for the occurrence or aggravation of the loss or damage. The Insurer may waive the exercise of such right unless the loss or damage was wilfully caused.

The right to claim indemnities from Allianz-Tiriac lapses in 2 years after the date of the insured event occurrence for home and contents insurance, while for private liability insurance, where the persons claiming compensation are third parties in relation to the insurance, the prescription term is 3 years.

# Insurance decoded

In this section Alianz-Tiriac explains in greater details the terms used in the insurance contract.

2.6

[→ Go to the Table of coverages](#)

## 2.6 INSURANCE DECODED

### B

#### **Beneficiary**

Persoana menționată în contractul de asigurare, îndreptățită să primească despăgubirea în cazul producerii riscurilor asigurate.

#### **Burglary related theft and/or robbery**

Theft by means of removing or forcing any device meant to prevent entrance to the area where the property insured is located, that leads to the destruction or damage of such device or theft committed with the use of violence or threat against the persons relevant for the insurance.

### D

#### **Deductible**

The part of the loss or damage amount borne by the Insured per each and every event (this amount is deducted from each indemnity specified in the insurance policy).

### F

#### **Fine art or collections**

Several fine art objects or works of art found at a certain location, by a certain

criterion or theme, including values of the national patrimony, items whose value is certified or assessed by experts certified by the Ministry of Culture.

### G

#### **Gross negligence**

Negligence is deemed to be gross when the author acted in such a negligent or reckless way that even the most ignorant person would have not manifested against his/her own interests.

### I

#### **Indemnity**

The amount which the Insured owes the Insured or the injured third party, as the case may be, for loss or damage arising out of the insured risks occurrence.

#### **Injured third party**

Person entitled to receive compensation/ indemnity for the loss or damage suffered as a result of the Insured's civil liability, covered under the insurance.

#### **Installations**

Fixed installations are those that service the building and outbuildings: gas, water, sewage, local or central heating, ventilation, air-conditioning, electrical

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## 2.6 INSURANCE DECODED

installations and systems, solar thermal panels, video surveillance systems for the home.

Other installations that service the building: elevator, automatic open-close or parking systems.

### Insurance endorsement

Addendum concluded between Insurer and Insured amending or supplementing the insurance contract.

### Insurance contract

The insurance policy together with the Benefits Guide, proposal form, insurance offer, risk survey, policy schedules, insurance endorsements, written declarations of the Insured.

### Insurance policy

The document signed by the Insurer and the Insured containing their identification information, scope of cover, sums insured, insurance premiums, premium payment terms, deductibles, indemnity limits, other elements probating conclusion of the insurance contract.

### Insurance premium

The amount paid by the Insured or Policyholder in exchange for the Insurer taking over the obligation to pay the indemnity upon occurrence of the insured risks.

### Insured

Natural person named in the insurance contract who has an insurable interest and who, in exchange for the insurance premium, is insured against the insured risks occurrence.

### Insurer

Allianz-Tiriac Asigurări, registered under no. RA-017 in The Registry of the Romanian Insurance undertakings and intermediaries.

### Insured risk

Any possible, yet uncertain future event, specified in the Benefits Guide, selected by the Insured to be included under the scope of the insurance contract, upon occurrence of which the Insurer undertakes to pay indemnity.

### Insured 's representatives

The persons chosen or nominated according to legal provisions, statutes or articles of incorporation who are authorized to represent the Insured.

## P

### Persons relevant to the Insurance

Persons who frequently live and/or are part of the household at the address specified in the insurance policy (relatives

## 2.6 INSURANCE DECODED

of the Insured, babysitter, housekeeper, guards, janitors etc.).

### Photovoltaic system

The system consists of photovoltaic panels together with any complementary systems (inverters, batteries/accumulators, devices for measuring the electricity produced, meters for measuring the electricity produced, electrical circuit from the grid, etc.).

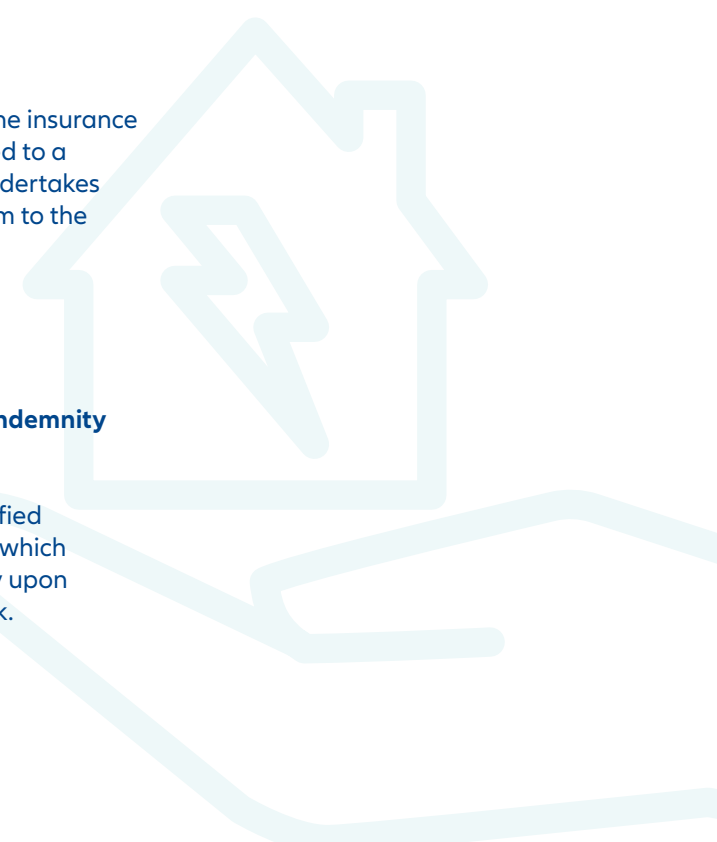
### Policyholder

The person who concludes the insurance contract against a risk related to a different person and who undertakes to pay the insurance premium to the Insurer.

## T

### The sum insured / Limit of Indemnity / Limit of Liability

The maximum amount specified in the insurance policy up to which Allianz-Tiriac pays indemnity upon occurrence of the insured risk.



# Useful tips

In this section you will find tips on how to better protect your home and contents against possible loss.

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## 3 USEFUL TIPS



### General advice

- It is important to know how to cut off gas, water and electrical power supply.
- Do not carry out alterations that impact the building load bearing structure.
- Periodically verify the condition of the roof.
- Do not set up heavy installations on the building.



### Safety tips against theft

- If you lose the door keys, immediately replace locks.
- Take away any mobile ladders or other objects that could be used to access your home.
- Set up an alarm system inside your home.



### Safety tips in case of flooding

- Regularly clean gutters and replace them in case they get damaged.
- Replace piping if you see signs of deterioration of the sewerage or water system.
- Disconnect the general electrical switch and cut off the gas and water systems.



### Safety tips in case of storm

- Lock the doors and protect the windows against breakage by strong winds, streams of water or object brought by water.
- Unplug electrical equipment as it can breakdown due to atmospheric electrical discharge.

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# Frequently asked questions

In this section you can find answers to some of the most frequent customer questions. Should you have any further concerns, do not hesitate to contact us at 021 20 19 100 or at [info@allianztiriac.ro](mailto:info@allianztiriac.ro).

We will be glad to assist you.

[→ Go to the Table of coverages](#)

## 4 FREQUENTLY ASKED QUESTIONS

### What to do in case of any type of loss?

In case of a loss occurrence, you must identify and address its causes, as well as take the necessary measures to minimise the extent of loss – loss or damage occurring subsequently following your failure to take necessary measures to minimise such loss or damage will not be indemnified. You must also preserve all damaged property for the representatives of authorities and of Allianz-Tiriac to carry out the necessary assessments.

### When must I report a loss?

The occurrence of an insured event covered must be reported to the Claims Centre:

- within 24 hours at most after becoming aware of the loss, in case of theft
- within 5 business days at most for other types of claims.

### What to do in case of fire, theft or natural hazards?

Call the European emergency line 112 .

In case of fire, you must turn off the gas and power supply of your home and notify the firefighters or the police. Try to extinguish the fire yourself, but only if this does not endanger your life. If you are a victim of theft or vandalism of property inside your home, you must take the necessary measures to preserve all traces, notify the police and draw a list of the missing or destroyed objects to present it to the police and Allianz-Tiriac

If natural hazards occur - flood, alluvia, flash flood, landslide or earthquake – you must notify the General Inspectorate for Emergency Situations or contact the local town hall.

### What is going to happen if I fail to pay the insurance premium in due time?

The insurance contract will be suspended or cancelled.

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# Help us be better!

At Allianz-Țiriac we are always aiming to deliver clients quality services.

If you have any difficulties, we will treat them promptly. You will receive our reply as soon as possible and via the communication channel you prefer.

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## 5 HELP US BE BETTER!

### **For information about the insurance contract, products and services:**

Infoline: 021 20 19 100

Business hours: Mon-Fri, 8:00-20:00 (except for legal holidays)

Email: [info@allianztiriac.ro](mailto:info@allianztiriac.ro)

### **To report a claim and for information about the claim file status**

Claims Centre: 021 201 91 81,

021 201 91 80, \*21 201 918 (available only in the Orange network)

Business hours: Mon-Fri, 8:00-20:00 (except for legal holidays)

Email: [info@allianztiriac.ro](mailto:info@allianztiriac.ro)

Fax: 021 208 22 11

### **For emergency technical home assistance**

Non-stop assistance: 00431 525 03 6551 or Claims Center (+ dial for Assistance)

### **For suggestions or complaints**

Email: [reclamatii@allianztiriac.ro](mailto:reclamatii@allianztiriac.ro)

Post mail: Allianz-Țiriac Asigurări S.A., 82-94 Buzești St., Floors 3, 4, 12, District 1, Zip Code 011 017, Bucharest, Romania

### **To notify incidents regarding personal data processing**

E-mail: [datapersonale@allianztiriac.ro](mailto:datapersonale@allianztiriac.ro)

You can also access Allianz-Tiriac products and services via:

[www.allianztiriac.ro](http://www.allianztiriac.ro) - section Choose the right insurance Branches and partners

Allianz-Țiriac Asigurări S.A.,

82-94 Buzești St., Floors 3, 4, 12, District 1, Zip Code 011 017, Bucharest, Romania

Phone 021 2082 222, Fax 021 2082 211, [www.allianztiriac.ro](http://www.allianztiriac.ro)

Subscribed and paid-up capital: RON 94,393,890.

Registered with the Trade Register Office under no. J40/15882/1994, CUI:6120740

Company authorized by the Financial Supervisory Authority.

Code allotted in The Registry of the Romanian Insurance Undertakings and Intermediaries: RA-017

Code LEI 52990XKNXM9MBH8GS45. Data controller no. 779 SR EN ISO 9001

**Allianz-Țiriac**

82-94 Buzești St., Floors 3, 4 & 12, 011 017,  
Bucharest, Romania Bucharest, District 1,  
România

Infoline Allianz-Țiriac: 021 20 19 100

E-mail: [info@allianztiriac.ro](mailto:info@allianztiriac.ro)

[www.allianztiriac.ro](http://www.allianztiriac.ro)

