

MOTOR INSURANCE

Insurance Benefits Guide



Welcome to Allianz-Tiriac!

Thank you for ALLIANZ-TIRIAC to be your partner,
and for choosing to insure your vehicle with us.

Taking care of risk is our job.
We're here to protect you and your vehicle 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

Content

1	Introduction to your insurance	4
2	Product Description – Terms and Conditions	6
2.1	What does the product cover?	7
2.2	What are the general exclusions of the product?	30
2.3	What are your responsibilities? – General obligations	33
2.4	Claim happened – what comes next?	37
2.5	What is the most important information about your insurance	51
2.6	Insurance decoded	57
3	Frequently asked questions	61
4	Help us be better!	64

Introduction to your insurance

You insured your vehicle with Allianz-Tiriac comprehensive motor insurance. This insurance covers you and your vehicle according to your personal needs.

1 INTRODUCTION TO YOUR INSURANCE

This Benefits Guide:

- describes the coverages of each package
- explains insurance terminology and the claims process
- and answers frequently asked questions.

As a separate document, you have received also the insurance policy which contains specific information regarding the insurance you contracted (e.g. selected insurance package, duration, sum insured).

If you have any questions feel free to contact Allianz-Tiriac at 021 20 19 100 or info@allianztiriac.ro.

We are ready to help!

Liability of the insurance company

Allianz-Tiriac, as the Insurer, has the duty to cover the insured risks, up to the limits set in the contract, provided that you will have paid the insurance premiums within the amounts and by the due dates specified in the contract.

Sources of information

The contract is concluded based on the information you provided in relation with the insured vehicle and your insurance needs and options.

For the offer issuance and contract conclusion, Allianz-Tiriac used information regarding the insured vehicle available both in public and internal databases.

More information and how Allianz-Tiriac processes your personal data is available in the **Notification on personal data processing** that can be found at your sales representative and on 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 datapersonale@allianztiriac.ro

What does the product cover – terms and conditions

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

2.1 WHAT DOES THE PRODUCT COVER?

Object of insurance



The vehicle registered in Romania, declared in the insurance policy, including:

- equipment mounted on the vehicle by the manufacturer – standard features
- extra features – fix equipment mounted on the vehicle (other than standard features)
- in case of an electric / plug-in hybrid vehicle, coverage for charging cables, wallbox and adaptors for accidental damage, fire and theft (depending on the package chosen, according to the offer received)
- in case of an electric vehicle / plug-in hybrid, battery coverage for accidental damage, fire and theft (depending on the package chosen, according to the offer received).



Car driver and / or passengers in the vehicle, depending on the selected package, for:

- Compulsory Motor Third Party
- Personal Accidents
- Legal Support

Scope and territorial limits

Allianz-Tiriac will cover losses arising out of an insured event your vehicle is part of, within the territorial limits defined in this section, according to the coverages specified in the insurance policy/policies, provided that you have paid the insurance premiums within the amounts and by the due dates specified in the contract.

The **Motor Third Party Liability** coverage is regulated by means of the Law regarding Compulsory Motor Third Party Liability applicable in Romania (**MTPL Law**) and **applicable Rules** issued by the Supervisory Authority in the insurance field. If you have also selected Direct Settlement you benefit from additional claim management services regarding your damage resulting from car accidents caused by third parties insured against MTPL.

2.1 WHAT DOES THE PRODUCT COVER?

Territorial limits

The product provides coverage for damage or accidents involving the insured vehicle, both in Romania and abroad, in countries where the Green Card system applies.

Sums insured, indemnity limits and deductibles

MTPL insurance

Limitele Indemnity limits are set according to the MTPL legislation in force in Romania. In case of an insured event occurrence, Allianz-Tiriac will indemnify, as per the MTPL Law, third parties having sustained losses and the expenses incurred by them in a any civil trial according to:

- The level imposed by the legislation of the member state where the accident occurred or the level of the legislation in Romania if the latter is higher
- The level imposed by the legislation in Romania, if the third parties having sustained losses are citizens of member states, during a travel directly linking two territories where the Treaty on **European Union and Treaty of the functioning the European Union** apply, if a competent motor national bureau is not in place in the territory where the accident occurred.

Motor Own Damage coverages of the insured vehicle

The vehicles are insured for their market value on the date of the insurance contract conclusion. Allianz-Tiriac sets the sum insured based on information you provided before contract conclusion.

The equipment existing on the vehicle upon contract conclusion, both standard and extra, is insured without being necessarily mentioned in the insurance proposal and without extra premium.

For electric / plug-in hybrid vehicles the charging cables, wallbox and adaptors are covered in case of theft, fire, explosion and accidental damage (depending on the package chosen, according to the offer received).

The wallbox is insured only if:

- the equipment is located at the insured's home or residence (yard, garage, guarded parking of the residential complex)
- there is an invoice that certifies that the insured of the Casco policy is also the wallbox owner.

2.1 WHAT DOES THE PRODUCT COVER?

The sum insured can be increased by specifying the extra features in the insurance proposal and paying an additional premium corresponding to their value. The insurance policy can contain compulsory or optional deductibles per event, applicable to all Motor Own Damage coverages.

Deductibles are not applicable:

- if an identified third party insured for MTPL is the sole party guilty for the accident
- if damaged glass elements belonging to the vehicle are repaired and not replaced.

Apart from the deductibles specified in the policy, a deductible of RON 2,500 is applicable if upon the occurrence of the insured event:

- the vehicle was used for other purposes than personal use declared upon the insurance conclusion or in an insurance endorsement, respectively taxi, security services, driving school, rent-a-car
- the vehicle was driven by another person than the Insured, not older than 25, who was not mentioned in the insurance policy or in an insurance endorsement issued before the insured risk occurrence.

In case of occurrence of perils insured under the coverage **Collision, scratching and other risks**, the total amount of indemnities paid for losses occurring exclusively to rims and/or tires cannot exceed the replacement of 4 tires and/or 4 rims throughout the entire period of insurance.

The sums insured / indemnity limits for the coverages **Personal Accidents** and **Legal support** are detailed in the insurance policy.

Packages overview

Allianz-Țiriac offers four packages for My Car insurance - **Confort**, **Plus**, **Extra** and **Max**.

The coverages in your insurance offer may differ from the ones mentioned in this table depending on the characteristics of your vehicle, the existence of a valid MTPL policy, and the insurance option chosen. Your policy will only include the coverages in the package you selected, as per the offer received.

According to current legislation, you will receive an MTPL policy/contract for options that include this coverage, a non-compulsory policy for additional Motor Own Damage coverages, or both, depending on the offer received.

The insurance conditions of the MTPL contract are stipulated in the MTPL law in force in Romania at the time of the insurance policy conclusion which overrides any other provision in this **Benefits Guide**.

In case you are already insured for MTPL with another insurer or if you wish to have only Motor Own Damage coverages, the offered package will not include MTPL and Legal support coverages.

At the renewal of your contract, if you decide to purchase both types of insurance, MTPL and Motor Own Damage, you will be eligible for these coverages as well.

Gap Protection coverage is part of the package Max only beginning with the second year of insurance of the new vehicle, if it has been insured by Allianz-Țiriac since the acquisition year.

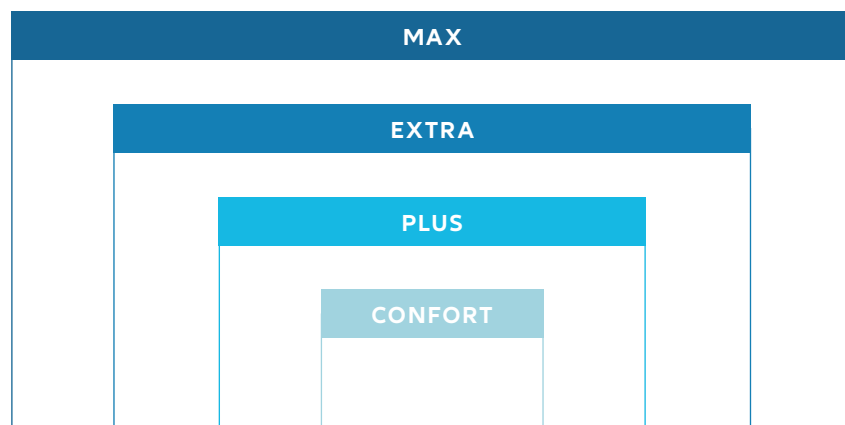


Table of coverages

		CONFORT	PLUS	EXTRA	MAX
MTPL insurance	offers financial protection in case you cause a damage to a third party when driving your vehicle.	●	●	●	●
Direct settlement (optional)	can only be purchased together with the MTPL policy. It allows you to recover your loss under your MTPL policy from Allianz-Țiriac in case of an accident caused by a third party that is MTPL insured.	●	●	●	●
Legal support	covers legal support expenses to protect your legal interests in case of a car accident involving the insured vehicle for MTPL.	●	●	●	●
Roadside assistance (basic coverage)	provides (basic) roadside assistance consisting of the car repair at the accident site, as well as the vehicle towing and storage	●			
Personal accident (basic coverage)	Covers the vehicle driver in case of death and/or disability if involved in an accident, while driving the car.	●			
Natural phenomena	covers damage due to natural phenomena such as: flood, storm, hurricane, earthquake, landslide or landfall, torrential rain, hail, lightning, weight of snow or ice.		●	●	●
Fire, explosion	covers the vehicle damage caused by fire or explosion.		●	●	●
Damage caused by animals	Acoperă daunele cauzate de coliziunea cu un animal și pe cele produse prin roadere, mușcare, rupere, zgâriere sau prin pătrunderea / staționarea în compartimentul motor.		●	●	●
Roadside assistance (extended coverage)	offers additional roadside assistance services: repairs, towing, fuel delivery, transportation and/or accommodation for persons etc.		●	●	●
Personal accident (extended coverage)	provides the same coverages as the basic package, with higher indemnity limits		●	●	●
Theft	covers damage due to theft of the vehicle or vehicle components, as well as damage / destruction caused by breaking into the vehicle.			●	●
Vandalism	covers damages resulting from vandalism, meaning destruction of or damage to the insured vehicle caused by unknown persons.			●	●
Glass	covers expenses incurred to repair or replace elements damaged as a result of accidental events causing damage exclusively to windscreen or glass components.			●	●
Collision, scratching and other risks	covers damage as a result of collision, scratches, rollover, fall of the vehicle or objects on the vehicle.				●
Gap insurance	Following the occurrence of a total loss due to an insured event, Allianz-Țiriac will grant indemnities based on the replacement value, as per the acquisition invoice.				●

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

MTPL insurance

What is covered

Motor Third Party Liability (MTPL) provides financial protection if you cause a damage to another person following an accident involving the insured vehicle. Allianz-Țiriac will indemnify loss or damage sustained by third parties resulting from:

- bodily injury or death including non-pecuniary damage (psychological trauma suffered)
- material damage - damage to other vehicles, property, other expenses as per the MTPL Law.

Pagubele sunt acoperite în limitele stabilite de lege.

What is not covered

According to MTPL Law there is no coverage for situations such as:

- damage to property belonging to the driver guilty for the accident occurrence
- the damaged property and the insured vehicle are jointly owned by the two spouses
- the damaged property is used by the owner of the insured vehicle having caused the loss.

Direct settlement

What is covered

Direct settlement is an optional clause, applicable only in Romania and can only be purchased together with the MTPL policy. If you suffer a car accident caused by a third party that has a valid MTPL policy, you can recover your loss based on your MTPL policy concluded with Allianz-Țiriac, if legal requirements are met.

What is not covered

Direct Settlement is not applicable if:

- vehicles involved in car accidents are not registered in Romania
- the event resulted in bodily injuries
- more than two cars are involved in the accident
- the vehicle driven by the driver who caused the car accident does not have valid MTPL insurance at the time of the event
- the event resulted in material damage other than to the vehicles.

Legal support

What is covered

Allianz-Țiriac covers legal support expenses to protect your legal interests in case of a car accident involving the vehicle insured for MTPL if:

- the accident results in damages caused to third parties: bodily injuries, death, property damage
- involves your liability in civil, contravention, criminal actions including suspension of driving licence.

The coverage is also applicable for:

- a different car driver who drove, with your consent, the insured vehicle and is liable for the accident occurrence
- the passengers in the insured vehicle at the time of the accident.

Cover is provided only for reasonable fees of lawyers registered in Romania.

To defend accidents occurring abroad, cover is provided for fees of lawyers in Romania subcontracting lawyers based abroad for legal assistance services.

What is not covered

- fees, notary fees, stamp duties, fines, penalties, compensations to injured third parties, translation costs, witnesses, expert fees, expenses related to travelling abroad
- legal support expenses for accidents wilfully committed by the driver or if the driver did not have a driving licence at the time of the accident or had consumed alcohol/drugs in circumstances classified as criminal offences under the law applicable at the place of the accident
- expenses relating to disputes or litigations between you and Allianz-Țiriac or between you and the person driving the insured vehicle
- expenses relating to acts committed before or after the period of insurance of the policy
- legal support expenses in case of accidents occurring while the vehicle is involved in car races, car race training, speed tests
- legal support expenses if the guilty driver or the Insured provide untruthful information for the purpose of misleading Allianz-Țiriac and receiving undue indemnities.

Roadside assistance (basic coverage)

What is covered

Roadside assistance (basic option) includes the organization and costs coverage for:

- on-site repairs
- towing
- transport of passengers
- information services.

On-site repairs and towing

When your vehicle is immobilised because of a malfunction or breakdown and you cannot use it for transport on public roads pursuant to the provisions of the Road Traffic Safety Act, we will provide the following:

- **on-site repair services** - we will bring the closest roadside assistance vehicle and cover the costs for one-hour labour if it is possible to repair
- **towing**
 - if on-site repair is not possible, we will organize and cover the cost of the vehicle towing to the closest car repair shop
 - in case of an electric / plug-in hybrid vehicle we will tow it to the closest qualified repair shop
 - if your vehicle cannot be transported directly to a repair shop, we will organize and cover the cost to transport the vehicle to a guarded parking and of the vehicle towing from the guarded parking to the closest authorised repair shop, as soon as possible
 - if the immobilized vehicle is towing a trailer insured by Allianz-Tiriac, we will organize and cover the costs of towing it, together with the vehicle, to the nearest service, under the same conditions as for the vehicle.
- **Mobile charging / towing for electric / plug-in hybrid vehicles**
 - if your electric / plug-in hybrid vehicle will run out of battery we will either organize a mobile charging (if available) or we will organise and cover the cost of the vehicle towing to the closest suitable charging station. This service will be limited to maximum two events per year.

Mobility services

When you cannot continue your travel due to a malfunction, damage to or destruction of the vehicle, vandalism, theft of the vehicle or of its component parts or equipment, a flat tyre, misfuelling, insufficient fuel, vehicle lockout and inability to

unlock it due to loss, lock or damage of the key, we will organize and cover the costs to transport the driver and/or any passengers from the accident site to any other place up to a maximum of 50 km, by train, bus or cab.

Information services

You can request at any time information on (even if assistance with your vehicle is not required):

- road conditions
- authorized vehicle repair shops and car rental companies
- closest petrol stations
- closest tyre repair shop

Upon the insured occurrence, we provide the following information:

- what to do following an accident and instructions on how to fill in the Accident Statement form or the equivalent document in the country where the accident occurred
- phone numbers of nearby vehicle repair shops and information about vehicle repair options. This service is accessible when you are not entitled to use the towing service to the nearest repair shop.
- options for car rental.

You can use the **Roadside Assistance** services without any limitation, at any time you want, throughout the policy period.

Discharged battery is an exception from the above. You can use our services in case of discharged battery twice during the insurance period.

Coverage is valid in Europe (including the European part of Turkey and the Greek part of Cyprus), except for Belarus, Ukraine, Russia and Moldova.

What is not covered

In addition to the **General Exclusions** mentioned in Section 2.2, Allianz-Tiriac will not provide cover for:

- damage arising out of self-mutilation or suicide of the driver
- costs related to parking, except when we have organized the transport to a guarded parking
- the cost of fuel, the cost of charging the traction battery for electric / plug-in hybrid vehicles, road tax, technical inspection of the vehicle (except for the inspection of the vehicle required in case of repairs carried out on the site of the malfunction / accident), ferryboat, customs duty, fines for traffic violations

- the cost of materials and spare parts used to repair the vehicle on-site, the diagnosis and vehicle repair in a repair shop
- costs not previously approved by Allianz-Tiriac
- damage caused by the cargo and objects transported to the insured vehicle
- loss sustained if the vehicle is not registered
- loss of income of the driver and/or passengers
- loss of income arising out of passenger transport for a fee
- compensation for injuries sustained.

Allianz-Tiriac will not be liable for delays in providing roadside assistance services if the delay is due to: strike, civil commotion, riot, terrorism, war, civil war, nuclear war or the effect of nuclear energy, force majeure.

Roadside assistance (extended)

overview

Benefit / Event	One site repair 1 hour max	Towing	Mobility service *up to 50 km	Information services
Malfunction	●	●	●	●
Accident/natural catastrophies/thermal effect	●	●	●	●
Glass breakage	●	●	●	●
Vandalism			●	●
Theft			●	●
Theft of component parts or equipment			●	●
Flat tyre			●	●
Lack of fuel			●	●
Misfueling			●	●
Keys (loss, malfunction)			●	●

Personal accident (basic coverage)

What is covered

It covers the death or injury of the car driver or passengers as a result of a road traffic accident occurring during the period of insurance. This coverage applies to the driver and passengers while the car is in use or stopped, while they are getting in or out of the car, loading and unloading of luggage, and for the driver the coverage extends to cover accidents occurring during loading and unloading of transported goods or repairing the vehicle.

Coverages:

- **death occurring during the period of insurance**
- **total permanent disability, occurring and notified Allianz-Tiriac within 1 year at the most from the date of the accident occurrence, respectively:**
 - full loss of sight or hearing (permanent, bilateral)
 - quadriplegia, paraplegia and hemiplegia (definitive, unrecoverable)
 - amputation of any limb
 - amputation of at least two segments of upper or lower limbs
 - any other 1st degree permanent disability determined according to the decision issued by the social insurance expert physician pursuant to the legal provisions, as a result of post-traumatic injuries
- **temporary disability commencing during the period of insurance:**
 - in-patient care due to a traffic accident for more than 10 consecutive days
 - medical care and rehabilitation due to a road traffic accident for more than 20 consecutive days – confirmed by: medical leave certificate in case of employees or medical certificate issued by a specialised medical doctor for insureds who are not employees.

What is not covered

Risks directly or indirectly caused by:

- suicide, attempted suicide or self-mutilation, even if the injured person is in a situation impairing his/her judgement
- use of alcohol, medicines or narcotic substances, except those prescribed by a physician.

Natural phenomena

What is covered

Cover is provided for losses caused by the following natural phenomena:

- flood, including damage caused by flood in the area where the vehicle was parked or stopped as well as entrance in flooded areas, including damage directly caused by the water aspirated into the engine or in consequence of starting the engine after flooding of the area where it was parked/stopped (flooded areas mean any site covered by water as a result of torrential rain or water overflow).
- storm, hurricane, earthquake, landslide or landfall, torrential rain, hail, lightning, snow weight or ice
- weight, snow avalanche, the mechanical action of flowing waters or objects brought by them.

What is not covered

No indemnity will be paid for damage to the interior of the vehicle caused by natural phenomena due to any locking element left open, disassembled or dismantled.

Fire and explosion

What is covered

Allianz-Tiriac will indemnify you for the vehicle damage caused by fire and / or explosion.

What is not covered

The exclusions in section 2.2 What are the general exclusions of the product apply to this coverage

Damage caused by animals

What is covered

Damage or destruction caused by:

- collision with an animal
- damage to the vehicle or its components by animals gnawing, biting, tearing scratching or entering inside the motor compartment

What is not covered

No indemnity will be paid for damage caused by animals inside the passenger compartment and / or inside the trunk.

Roadside assistance (extended coverage)

What is covered

It includes the organization and costs coverage for:

- on-site repair
- towing
- replacement vehicle service
- hotel accommodation or transport back home
- passenger transport
- information and assistance services
- tyre replacement in case of flat tyre
- fuel delivery
- return for a recovered vehicle
- transport of mortal remains
- vehicle scrap removal.

On-site repair, towing and vehicle replacement service

When your vehicle is immobilized due to a malfunction, damage, destruction, vandalism, theft of the vehicle or its components or equipment, flat tyre, misfuelling or insufficient fuel, discharged battery (for electric / plug-in hybrid vehicles), vehicle lockout and inability to unlock it due to loss, lock or damage to the keys and you can no longer use the vehicle for transport on public roads pursuant to the provisions of the Road Traffic Safety Act, Allianz-Tiriac will provide:

• On-site repairs

- we will bring the closest roadside assistance vehicle and cover the costs for one-hour labour if it is possible to repair the vehicle as to continue driving

• Towing

- if on-site repair is not possible, Allianz-Tiriac will organize and cover the cost of the vehicle towing to the closest repair shop for repairs or to other location indicated by the Insured, up to a distance of maximum 150 km
- if your vehicle cannot be transported directly to a repair shop, we will organize and cover the cost of the vehicle towing from the guarded parking lot to the closest repair shop, as soon as possible

- if the immobilized vehicle is towing a trailer insured by Allianz-Tiriac, we will organize and cover the costs of towing it, together with the vehicle, to the nearest service, under the same conditions as for the vehicle.

• Mobile charging / towing for electric / plug-in hybrid vehicles

- if your electric / plug-in hybrid vehicle will run out of battery we will either organize a mobile charging (if available) or we will organise and cover the cost of the vehicle towing to the closest suitable charging station. This service will be limited to maximum two events per year.

If we cannot fix the vehicle on the same day, in all cases except for lack of fuel, flat tyre or discharged battery (for electric / plug-in hybrid vehicles), we will organize, at your request, and cover the costs for:

• Replacement vehicle

- Allianz-Tiriac covers the rental costs of a replacement vehicle that is one class lower than the insured vehicle, but not lower than medium class.
- In case the insured vehicle is an electric / hybrid vehicle we will organize (if available) and cover for replacement an electric / hybrid replacement vehicle (but not more than medium class)
- In case of malfunction, misfuelling, lockout, loss, lock or damage of the key, you can use the vehicle replacement service for 4 days, twice during the insurance period
- in case of damage to or destruction, vandalism or theft of the vehicle or its components or equipment, you are entitled to use a replacement car for 6 days
- in case of theft you must send us the police report
- we will organize and cover the costs of pick-up of a replacement vehicle if the vehicle pick-up location is up to 50 km from the vehicle drop-off location
- you will sign a rental agreement directly with the rental company.

• Hotel accommodation

Allianz-Tiriac will cover the cost of accommodation of the driver and any passengers in a 3-star hotel, for the duration of the vehicle repair, for up to 3 nights and up to an amount of EUR 75 per night and per person.

You benefit from this service for all insured events, including in case of vehicle theft, except in case of lack of fuel, flat tyre or discharged battery (for electric / plug-in hybrid vehicles), if Allianz-Tiriac has organized the towing service and, based on the information received by Allianz-Tiriac from the repair shop, the repair time exceeds 24 hours.

• Return home

At your request, Allianz-Tiriac will organize and cover the cost of return of the driver and passengers to your place of residence, as the owner or user of the vehicle. The return can be organized by train (first class ticket) or, if the distance to the vehicle owner's or user's place of residence is over 750 de km, by plane (economic class ticket). You can benefit from this service for all insured events, including in case of the vehicle theft, except for lack of fuel, flat tyre or discharged battery (only for electric / plug-in hybrid vehicles):

- In all cases under the first item except flat tyre and glass breakage
- if Allianz-Tiriac has organized the towing service and
- based on the information received by Allianz-Tiriac from the repair shop, the repair time exceeds 24 hours.

You can use either the hotel accommodation service or the return to the place of residence.

• Mobility services

Allianz-Tiriac will organize this service for all insured events and cover the cost to transport of the driver and/or passengers from the accident site to any place located at a distance of up to 100 km by train, bus or taxi cab.

• Information and assistance services

You can request at any time information on (even if you do not need any assistance with your vehicle):

- road conditions
- authorized vehicle repair shops and car rental companies
- closest petrol stations
- closest tyre service shop
- booking of train or plane tickets
- booking of hotel and conference rooms
- calling a taxi cab.

Upon an insured occurrence we can provide you with the following information:

- what to do following an accident and instructions on how to fill in the Accident Statement form or the equivalent document in the country where the accident occurs
- phone numbers of nearby vehicle repair shops and information about vehicle repair options. This service is accessible when you are not entitled to use the towing service to the closest repair shop
- car rental options

• Tyre replacement

If, while driving, you get a single flat tyre, we will organise and cover the cost of replacing the tyre at the place of the event. We will use the spare wheel included in the standard equipment of your vehicle.

If you get more than one flat tyre or there is no functional spare tyre in your vehicle, we will organise and cover the cost of towing the vehicle to the closest authorized repair shop or to another location that you designate, up to a distance of maximum 150 km or to a tyre repair shop chosen by Allianz-Tiriac.

• Fuel delivery

If you run out of fuel while driving, we will organize and cover the cost of fuel delivery in a sufficient quantity as to drive the vehicle to the closest petrol station. You will pay the cost of the delivered fuel.

• Return for a recovered vehicle

If, after a theft, your vehicle has been recovered, we will organise and cover the cost of your travel, as the owner of the vehicle, or of a person you authorise by train (first-class ticket), bus, or, if the distance is over 750 km, by air plane (economy-class ticket).

• Transport of mortal remains

If the driver and/or any passengers die in a road traffic accident, we will organise and cover the cost of transporting the mortal remains to a place of burial in Romania.

• Vehicle scrap removal

In case of flooding, burning or total destruction of the vehicle arising from damage to or destruction of the vehicle or vandalism, we will reimburse you for the cost of vehicle scrap removal you pay, up to EUR 125. You must submit a written request and enclose the invoice for paid services.

You can use the Roadside Assistance services without any limitation throughout the policy period. Discharged battery and vehicle replacement service are exceptions from the above, as specified previously.

What is not covered

In addition to the basic package, the extended package does not cover:

- the cost of purchasing or replacing the key used to start or unlock the vehicle
- the cost of purchasing new tires and safety belts
- miscellaneous hotel costs, except for the costs of accommodation.

Roadside assistance (extended coverage)

What is covered

The extended **Personal Accidents** insurance provides the same coverages, but with higher indemnity limits compared to the basic coverage.

Roadside assistance (extended coverage)

Overview

Benefit / Event	One site repair 1 hour max.	Towing	Replacement vehicle	Hotel / accommodation	Return home	Mobility service up to 100 km	Additional information & assistance services	Return for recovered vehicle	Repatriation	Vehicle scrap removal
Malfunction	●	●	4 days/ 2x year	●	●	●	●			
Accident/ natural cata- strophies/thermal effects	●	●	6 days	●	●	●	●		●	125 Eur
Glass breakage	●	●	6 days	●	●	●	●			
Vandalism	●	●	6 days	●	●	●	●			125 Eur
Theft	●	●	6 days	●	●	●	●	●		
Theft compo- nent parts and equipment	●	●	6 days	●	●	●	●			
Flat tyre	● ¹	●				●	●			
Lack of fuel	● ²	●				●	●			
Misfueling	●	●	4 days/ 2x year	●	●	●	●			
Keys (loss, malfunction)	●	●	4 days/ 2x year	●	●	●	●			

¹ Makes reference to tyre replacement.

² Makes reference to Urgent refuelling.

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

What is not covered

No indemnity will be paid for the situations specified in the section **What is not covered?** for **Personal Accident, basic coverage**.

Theft

What is covered

- theft of the vehicle
- theft of components, elements mounted on the vehicle
- vehicle damage following theft or attempted theft of the vehicle, its components or property inside the vehicle
- costs incurred to replace the locking systems in case of theft or loss of keys and/or other expenses related to measures taken to prevent the risk of theft, with the prior consent of Allianz-Tiriac.

The limits of insurance for the driver as well as for the passengers are **twice as high** as in the basic package.

What is not covered

No indemnity will be paid if :

- members of your family took part in the theft or attempted theft, regardless of the degree of kinship or affinity
- at policy conclusion (risk inspection) you do not produce all the car key sets (two at the minimum).

In case of total theft:

- when reporting the theft, you do not produce all the car key sets identified during risk inspection
- the insured vehicle was entrusted to a person who refuses to return it
- the vehicle was left unlocked or unsecured
- the keys or registration documents of the vehicle (registration certificate / identity card / temporary registration certificate) were left inside the vehicle
- the vehicle was not guarded/secured to prevent theft until the locks were replaced following loss or theft of the keys and the vehicle was subsequently stolen.

Vandalism

What is covered

Indemnity is provided for damage to the vehicle due to acts of vandalism.

What is not covered

Acts of vandalism described in section 2.2 **What are the general exclusions of the product** are not covered.

Glass

What is covered

In case of accidents causing damage exclusively to the windscreen or glass elements of your vehicle, coverage is afforded for repair or replacement costs, as the case may be, following:

- an accident
- falling of objects
- theft, attempted theft, vandalism.

Glass elements are: front and rear windscreen, side windows, sun roof / glass ceiling.

What is not covered

For details please check chapter **2.2. What are the general exclusions of the product?**



Collision scratching and other risks

What is covered

Coverage is afforded for damage to the vehicle due to:

- collision, scratching, rollover, fall of the vehicle, fall of objects on the vehicle
- flooding of the area where the vehicle is parked / stopped, as a result of pipe damage, including damage directly caused by water aspirated into the engine or in consequence of starting the engine after flooding
- damage sustained while driving or stationary, including outside public roads or on forest roads.

What is not covered

- damage occurring due to the use of the insured vehicle in competitions, bets, races or training, including when circulating on specially arranged car circuits/tracks.
- damage to any component part of the vehicle caused by the action of the goods being transported, except where the damage results from the occurrence of risks insured on the vehicle itself
- damage due to loading the vehicle above the maximum limit admitted and damage caused by improper use and improper maintenance of the vehicle for its intended purpose
- damage to the vehicle as a result of its use as machinery or plant. This exclusion applies to those vehicles that have, according to their technical specifications, specific functionalities of plant and/or machinery and the insured risk occurs or is influenced by their use as plant (fire trucks, tank trucks, dump trucks, special purpose built or equipped vehicles – mobile crane truck, concrete mixer, concrete pump truck etc.)
- damage to the vehicle caused by voluntary entry into any place covered naturally or artificially by water (rivers, lakes, ponds etc.) including flooded areas due to pipe damage.

GAP Insurance

What is covered

Following a total loss caused by an insured event, we will pay indemnities higher than the sum insured of the vehicle (specified in the insurance contract). The indemnity will include, in addition to the sum insured, the difference between the purchase invoice of the insured vehicle, issued by a dealership authorized by the vehicle manufacturer / importer, and the sum insured in the policy.

What is not covered

The exclusions under section 2.2 What are the general exclusions of the product apply.

Allianz-Tiriac pays
all valid claims and provides you
financial protection.

Additional services

Car service partner condition – excludes the dealership of the insured vehicle brand

You will receive a discount on your insurance premium if you purchase this clause. You can choose to have your vehicle repaired only at an Allianz-Tiriac service partner, if the vehicle meets the eligibility conditions (e.g.: vehicle category, vehicle brand, age and energy source, etc.)

You can also choose Allianz-Tiriac dealership-type car service partners, except those for your vehicle brand. The list of car service partners is available on www.allianztiriac.ro or by contacting the Claims Center.

If you wish to repair your vehicle at another car service, including the dealership of the insured vehicle brand, the value of the compensation will be calculated according to the conditions of section 2.4 Claim happened – what comes next.

If replacement of the vehicle lockset is needed, as a result of theft or loss of keys, you can also do it at a dealership of the insured vehicle brand.

Additional motor damage coverage

In addition to the insured risks and expenses specified in the section **What is covered?** of each Motor own damage coverage, expenses related to the following will be indemnified:

- transportation of the damaged vehicle to the closest repair shop or to your home, following the occurrence of an insured risk, if the vehicle cannot move on its own; the coverage is in addition to the roadside assistance services
- damage caused to the vehicle after the occurrence of the insured risk, following measures to save the vehicle and / or the persons trapped in the vehicle and expenses related to such measures
- accidental damage to charging cables, wallbox, adaptors and battery, in case of an electric / plug-in hybrid vehicle, if the Max package has been selected.

What are the general exclusions of the product ?

In case of MTPL insurance, the exclusions are set out by the MTPL Law. The general exclusions of the product apply in addition to the exclusions of each of the coverages above.

2.2 WHAT ARE THE GENERAL EXCLUSIONS OF THE PRODUCT?

Willful acts and other violations of the law

The following are not covered by the insurance and will not be indemnified:

- the event is wilfully committed by you or third parties relevant to the insurance
- the vehicle does not have a valid registration certificate or other valid authorization for road use and the insured risk occurs while driving
- upon the insured occurrence the vehicle is driven by a person who is not entitled to drive a vehicle of that specific category
- the event occurs while driving the vehicle under the influence of alcohol, narcotic substances or medicines incompatible with the right to drive, or, subsequent to the event, the driver refuses to submit to the collection of biological samples or leaves the site of the event without the consent of the competent authorities
- the event occurs while acts legally considered as intentional crimes are committed or while the author of the intentional crime is attempting to escape pursuit.

These provisions do not apply if, at the time of the loss occurrence, the insured vehicle was stolen.

Events not covered under the policy

- damage to the vehicle while the insurance contract is suspended
- situations when during the inspection and/or assessment of the damage, the representatives of Allianz-Tiriac find that:
 - the insured or his/her authorized representatives simulated the occurrence of the insured event or the value of the damage was exaggerated by false or fraudulent means or documents
 - the insured or his/her authorized representatives modified or altered the consequences / traces of the insured event or intentionally aggravates the damage
- damage occurring due to the use of the insured vehicle in competitions, bets, races or training, including when circulating on specially arranged car circuits/tracks.

Other extraordinary events not covered under the policy

- war of any kind; including, but not limited to, war, invasion, act of foreign enemy, hostilities and warlike operations (whether declared or not), civil war or loss caused by unexploded relics (ammunition) of war or any munitions of war and/or explosion/detonation thereof
- terrorism, as defined in the domestic law or international conventions and treaties
- 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:

- "strikes", meaning any wilful 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
- "riots and civil commotions" meaning any act insurrection committed during 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
- military dictatorship, conspiracy, forfeiture, destruction or damage ordered by any lawful or factual government or by any public authority

- atomic explosion, radiation or radioactive contamination following use of atomic energy or fissionable materials
- pollution and contamination of any nature or by any cause, the effect of chemical or biological weapons
- cyber risks
 - loss, destruction, corruption, theft or lack of control of data or unauthorized or wrongful processing, collecting, recording, retrieving, disclosing, dissemination or disposal of data by the Insured or its subcontractors or third parties relevant for the insurance
 - unauthorized use of or access to any personal data and/or information or any confidential information (other than those publicly available by law or accessible to the general public, except when such publicly available information has become identifiable only by collection and/or processing) occurring during the time when such information was held in the care, custody and control of the Insured or any of its subcontractors or third parties relevant for the insurance
 - technical failure of the Insured Vehicle Computer System or malfunction of security measures designed to protect data in any form. This includes, not limited to, any interruption to the activity of the Insured / lack of use of the insured vehicle caused by such event
 - malicious routing of network traffic, malicious input of computer code or other types of malicious attacks intended for, occurring in or using the Insured Vehicle Computer System.

Cyber risks exclusions include and are not limited to:

- any interruption to the activity of the Insured / lack of use of the insured vehicle caused by such event
 - interruption of the Insured's activity caused by wrongful acts (negligence, omission or error) committed by the Insured or third parties relevant for the insurance during exploitation or maintenance operations of the insured vehicle Computer System and causing total or partial unavailability of the insured vehicle Computer System
 - breach of any laws or regulations related to protection of data or confidential information and resulting in connection to the provisions of this sub-chapter.
- 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 fulfilment arising from these insurance conditions.

Other exclusions

The following specific exclusions apply to Motor own damage coverages:

- damage to the vehicle as a result of manufacturing defects, normal use or wear and tear,
- expenses incurred to transform or improve the vehicle as compared to its state prior to the insured event occurrence
- costs of rectifying unsuccessful repairs performed by the repair shop
- consequential loss: loss caused to your vehicle by events subsequent to the insured event, due to lack or insufficient lubricant / cooling agent, including when their lack or insufficiency is caused by an insured risk (e.g. stalling of the engine due to loss of oil caused by breaking of oil sump, following collision with an exterior object)
- damage caused to property inside the vehicle, loss / theft of fuel
- indirect financial loss (diminution of the vehicle value following repairs, loss due to lack of use of the vehicle etc.)
- losses related to vehicle damage that existed when you signed the insurance contract and was evidenced by the risk inspection, if Allianz-Tiriac did not ascertain their repair in a new risk inspection before the occurrence of the insured risk – in case of partial loss. Exceptionally we will indemnify damage caused to elements already damaged when you signed the contract if you can document that you repaired them before the insured risk occurred
- If one of the insured risks occurs as a result of manufacturing defects, normal use or wear and tear, the indemnity will not cover the damaged parts of the vehicle that triggered the occurrence of the insured risk.

What are your responsibilities? – general obligations

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

Your obligations regarding the conclusion and performance of the insurance contract

- to communicate to Allianz-Tiriac accurate and complete information necessary to assess the risk in order to make an offer and issue the insurance contract
- to submit all requested documents for the policy issuance and to allow Allianz-Tiriac to inspect the car
- to allow Allianz-Tiriac to verify if all provided information is accurate and complete.
- to pay the insurance premium in the amount and by the due dates set according to the insurance contracts; in case of non-payment the insurance contract will be automatically suspended according to the provisions under section 2.5 What is the most important information about your contract?
- to keep the vehicle in good condition
- to notify Allianz-Tiriac about any change of the information you submitted when you signed the insurance contract no later than 30 calendar days from the change
- to take immediate measures to prevent the risk of theft of the vehicle in case the keys of the vehicle were lost or stolen, as well as if locks were damaged following theft attempted by forcing the locks and to notify the loss no later than 1 business day for damage assessment and expense compensation. If you do not comply with this obligation, as ascertained after the theft of the insured vehicle, Allianz-Tiriac has the right to decline payment of indemnity.
- to inform Allianz-Tiriac about the loss / theft of the identity card / registration certificate, temporary registration certificate no later than 1 business day from its occurrence / acknowledgement and to send us proof of the statement filed with police related to this incident.

Your obligations regarding the insured risk occurrence

- notify Allianz-Tiriac within the maximum period specified in **2.4 Claim happened – What comes next**, section **How to report a loss - Claim notification**. In case of breach, Allianz-Tiriac is entitled to decline the payment of indemnity if:
 - for this reason, the cause and / or the size and the extent of damage could not be determined, if the claim was reported during the period of insurance

- the claim was reported outside the policy period of insurance, except for the cases you provide us with a document regarding the insured event issued by competent authorities or by the authorities expressly mentioned in **2.4 Claim happened – What comes next?**

- to provide Allianz-Tiriac with all requested information and documents and to allow the investigation of the cause, circumstances, size and extent of the loss.

If you breach this obligation Allianz-Tiriac is entitled to deny payment of indemnity, if, for this reason, it could not determine the cause and / or the size and extent of the loss

- to maintain the damaged parts of the vehicle unchanged until the Allianz-Tiriac representatives assess the damage
- to take measures to limit the damage, to save, preserve and safeguard the vehicle and / or its undamaged components following an insured event, as well as to prevent further damage. If you fail to comply with this duty
- Allianz-Tiriac is entitled to deny the payment of any additional losses occurring as a result of the failure to take measures to limit the damage to the vehicle or may reduce the indemnity by the value of the missing or subsequently destroyed components or parts, as proved by the assessment and written down in the assessment report
- to make available to Allianz-Tiriac the original documents ascertaining the causes of the event, the identity of the persons / vehicles involved, the responsible persons, as well as a certified translation of the documents, if the event occurred abroad; in case of accidents caused by a third party, if the report drafted by the Police or the accident statement does not include the MTPL policy number and the issuing insurance company, you have the obligation to send us a copy of the MTPL policy of the guilty party
- to immediately notify the Police, the firefighting department or other competent bodies if so required by the law
- to inform us immediately after becoming aware of any circumstance that might give rise to a claim on the basis of the Legal Support coverage and to organise your own defence; if there is reasonable probability for success, you must use a lawyer registered in Romania
- to preserve the right of recourse of Allianz-Tiriac against those responsible for the loss; in case of breach, Allianz-Tiriac is entitled to deny payment of indemnity
- to allow Allianz-Tiriac to check how the vehicle is repaired before paying the indemnity
- if you repair the vehicle yourself, after carrying out the repairs, to take photos and / or keep the documents certifying the repair of the items that are ascertained as damaged; if you cannot present photos or documents in this respect, when

2.3 WHAT ARE YOUR RESPONSIBILITIES? – GENERAL OBLIGATIONS

notifying a new claim (including after renewal of the insurance contract) for the same damage, damaged items which have previously been the subject of own repairs will no longer be indemnified

- to declare all insurance contracts in force concluded with different insurers for the same vehicle.

Your obligations in case of theft

- to declare the event to the Police as soon as possible after you discover the theft
- to submit no later than 1 working day, at one of Allianz-Țiriac offices, the original of the registration certificate, the temporary registration certificate and the vehicle identity card and all the keys existing when you acquired the vehicle, including their duplicates, if any; if the theft occurred abroad, the submission deadline is 5 calendar days to make available to Allianz-Țiriac all information necessary to find the vehicle, its components or its parts and to allow examination of the keys and documents of the vehicle
- if the stolen vehicle or its components have been found, to notify us within 3 business days as of the date you become aware of their recovery and if the indemnity has already been paid, to carry out all the necessary formalities for its reimbursement.

If these obligations are breached, in case of theft we are entitled to decline payment of indemnity.

The obligations of Allianz-Țiriac

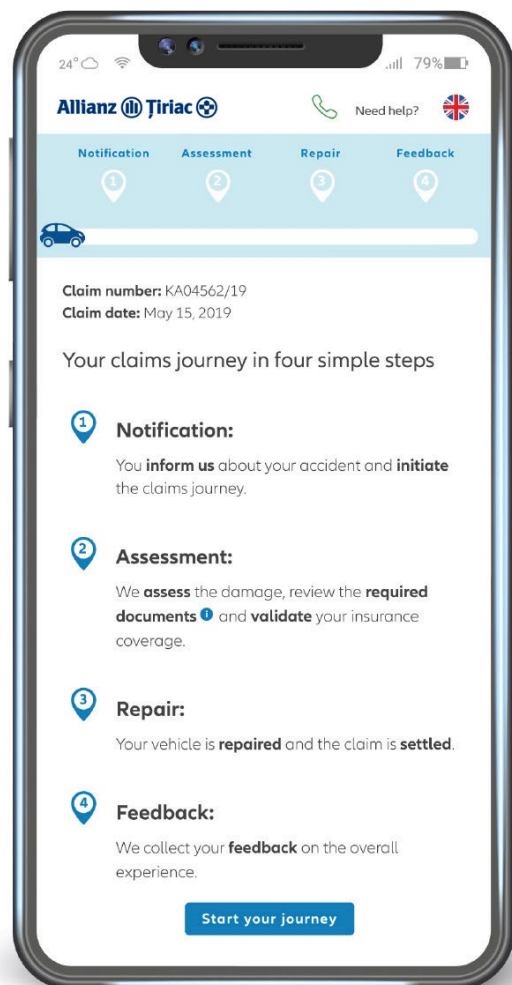
Allianz-Țiriac, as the Insurer, is obliged to cover the insured risks, up to the limits set in the contract, if you paid the insurance premium in the amount and by the due dates specified in the contract.

Claim happened – what comes next?

In this section, we inform you about the process of reporting your claim in a fast and simple manner.

2.4

Claim process



Discovery of damage

If you are involved in an accident:

- take all safety measures (turn on the warning lights, install the warning triangle, use the reflective vest)
- give first aid, if necessary, and call 112
- take the damaged vehicle outside the roadway
- take measures to mitigate damage.

Call the Police

- if there are victims or injuries;
- if property within the accident area was damaged
- if you suspect that a crime has occurred
- if the other driver refuses to fill in the accident statement form or refuses to present the documents (driver's license, registration certificate, insurance policy)
- if you suspect the driver was under the influence of alcohol or other substances forbidden by the law
- in case of fire, explosion, theft, vandalism, illegal sequestration, robbery etc.

Take a photo to the venue

If possible, take photos of the details from the site of the accident to capture the position of the involved vehicles, damage sustained, traffic signs and other relevant elements.

Fill in the record of the accident

To clarify the circumstances of the accident, it is very important to have as much information about it as possible:

- the date, time, place and relevant markers (street and number, milepost etc.)
- the license plate numbers of the cars involved in the accident
- the names of the drivers involved in the accident, as well as the names of other persons that witnessed
- the series and number of the MTPL insurance policy issued for the other vehicle involved in the accident (or the Green Card, if the other vehicle is registered abroad).

2.4 CLAIM HAPPENED – WHAT COMES NEXT?

If several vehicles are involved in the accident and the drivers leave the site of the event, refuse to go to the Police or refuse to fill in and sign the **Accident statement**, try to memorize as much information as possible about the vehicles involved (type, make, license plate number) and report the event to the local Police station.

Call the roadside assistance service

If your car can no longer start or move

you can call the roadside assistance service. You will receive help and can benefit from various services, depending on the package you selected. Please refer to the section **2.1 What is covered/Packages and Coverages**.



Reporting the claim

Anunțarea producerii unui eveniment asigurat se face în maximum:

The occurrence of an insured event within a period of a maximum of:

- 1 business day from becoming aware of the total theft of the vehicle
- 1 business day in case of loss or theft of vehicle keys, as well as in case of lock damage due to attempted theft by lock forcing
- 3 business days, in case of the other insured risks, except for bodily injuries and events covered by Legal Support coverage
- 15 business days from the date of occurrence in case of accidents involving bodily injuries (Personal Accident and Legal Support)
- 15 business days from the date you received a notice showing that an action was initiated against you or the driver of the vehicle and you have grounds to believe that the sanctions are or may be disproportionate to your fault or to the fault of the driver involved in the event but not later than 15 business days from the end of the insurance period, if the policy was not renewed, in case of accident that triggers your liability in civil, misdemeanour or criminal actions (for the **Legal Support** coverage).

Notify a claim:

- on-line at www.allianztiriac.ro or by Allianz-Țiriac mobile app
- tby phone to the Claims Center:
021 / 201 91 80

2.4 CLAIM HAPPENED – WHAT COMES NEXT?

021 / 201 91 81

*21 20 19 18 (only in Orange network)

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

Immediately after reporting a claim you will receive a link by email or SMS, as per your option, that you will use to access at any time the status of your claim file. Also, within 1 business day from claim the reporting of the claim, an Allianz-Țiriac representative will contact you to provide instructions on damage assessment.

To open the claim file, you must provide:

For all types of coverages:

- details regarding the accident
- the registration certificate (or the temporary registration certificate) of the insured vehicle involved in the accident
- the driver's license and the identity document of the person driving the vehicle at the time of the accident (if someone other than you was driving)
- the documents issued by the Police firefighting department or other competent bodies to prove the occurrence of the event or the
- **Accident Statement** (the original copies of the documents)
- banking details necessary for payment of the indemnity
- any other documents requested by Allianz-Țiriac related to the occurrence of the event or necessary to determine the classification of the risk.

For Motor own damage coverages:

- a power of attorney from the owner of the vehicle and the identity document of the representative (if a person other than the insured opens a claim file for the Motor own damage coverages).
- In case of total theft, the keys of the vehicle and its original documents.

For Personal Accident coverages:

- any documents that can prove that the event is a direct consequence of an accident (medical certificates issued by the medical institution that provided first aid, statements of witnesses etc.)
- copy of the identity document of the injured person, insured under the Passenger accident coverage signed by him/her / his/her legal representative (for all insured risks except for death)

2.4 CLAIM HAPPENED – WHAT COMES NEXT?

- in case of death, copies of the following documents, validated by Allianz-Tiriac representatives, are necessary: death certificate, medical certificate of cause of death; certificate of inheritance / certificate of inheritance entitlement, identity
- identity documents of the beneficiary / heirs
- the copy of the permanent disability medical certificate issued by a competent authority (in case of total permanent disability due to an accident)
- the hospital discharge letter (in the original) and copy of the hospital observation chart (in case of hospitalisation due to an accident)
- the medical leave certificate and/or any other medical documents ascertaining the temporary work incapacity issued by an expert physician or by an authorized medical institution, as per the applicable legislation (in case of rehabilitation due to an accident).

For Legal Support:

- all important details regarding the accident, names and addresses of all parties involved, expert or medical reports and contact data of any witness, including the circumstances for which you have reasonable grounds to believe that the sanctions or damages charged are or could be disproportionate to your fault or the fault of the driver involved in the event
- the document(s) that show the engagement of your or the vehicle driver's liability in civil, criminal (including related to misdemeanour) actions and / or suspension of the driver's license
- copy of the contract of legal counsel, invoice issued by the lawyer and documents attesting his / her opinion and performance and the breakdown of the invoiced costs.



Assessment of Claim

For claims notified under Motor Own Damage insurance coverages, please follow the instructions regarding the claims assessment offered by the Allianz-Tiriac representative. Determination of the causes and circumstances of the event and the assessment of damage are performed based on:

- examination of the vehicle and documents or of the expert opinion report requested by Allianz-Tiriac
- damage assessment report drafted by the Allianz-Tiriac representative.

2.4 CLAIM HAPPENED – WHAT COMES NEXT?

After the 'assessment of damage was carried out by our staff you will receive the **Damage assessment report** specifying the damaged elements and their technical repair solutions.

If during the repair works other damage resulting from the insured event is found that could not have been initially determined, a reassessment will be performed upon your or the repair shop request. In the absence of a reassessment, only the elements included in the **Damage assessment report** will be indemnified.

The damage assessment outside Romania is performed by companies empowered by Allianz-Tiriac in the country where the event occurred or in the country where we agree to perform the damage assessment.



Repairs

Repairs can be carried out:

- in repair shops having concluded direct settlement agreements with Allianz-Tiriac; their list is available at www.allianztiriac.ro or by calling the Claims Center
- in other repair shops in Romania under the following conditions:
 - before starting the repair works you will send to Allianz-Tiriac a repair cost estimate drafted by a repair shop. Within 3 business days as of the submission of the estimate, Allianz-Tiriac will send to the repair shop / you the maximum indemnity accepted for settlement. You will pay any difference between the amounts in the estimate / repair works invoice and the indemnity calculated by Allianz-Tiriac
 - the indemnity will be paid exclusively and directly to you.
- Under your own management, with the following conditions:
 - the cost of the repair is determined based on Allianz-Tiriac assessment prior to the repair
 - the indemnity will be paid exclusively and directly to you.
- in repair shops abroad, only with Allianz-Tiriac approval, as follows:
 - if the insured event occurred in Romania, you will fully cover the vehicle transportation expenses to the repair shop abroad; the indemnity amount cannot

2.4 CLAIM HAPPENED – WHAT COMES NEXT?

exceed the repair costs of the Romanian repair shop having concluded direct settlement agreements with Allianz-Tiriac

- if the insured event occurred outside Romania, Allianz-Tiriac can pay the indemnity for which it had approved the repair directly to the foreign repair shop..

If you choose a repair shop under direct settlement agreement with Allianz-Tiriac, after the repair works are finalized, you can immediately pick up your vehicle and the claim will be settled between the repair shop and Allianz-Tiriac.

Don't forget to access the Claims Tracker link to be informed at any moment regarding the status of your claim file.

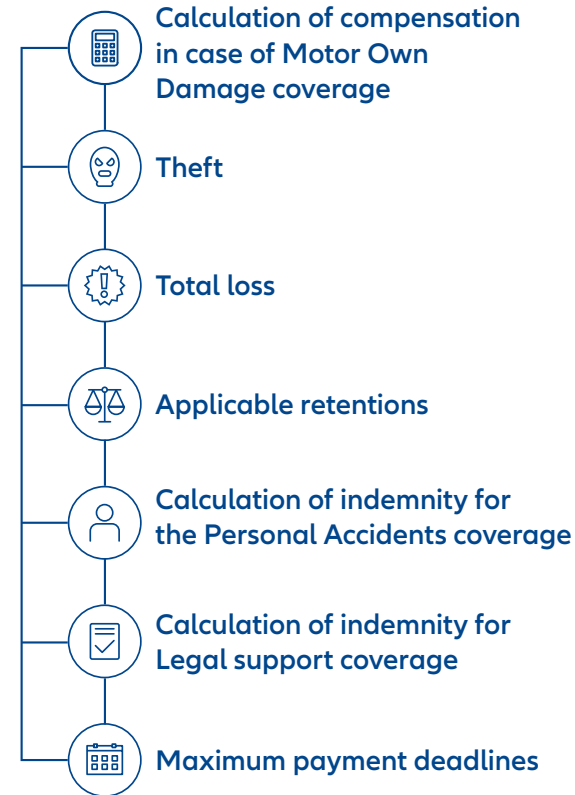


Feedback

After the claim file is settled, we kindly ask you to provide us with feedback by accessing the Claims Tracker link.

2.4 CLAIM HAPPENED – WHAT COMES NEXT?

Claims handling and compensation





Calculation of compensation in case of Motor Own Damage coverage

The indemnity granted by Allianz-Tiriac cannot exceed the sum insured specified in the insurance policy or the value of the damage.

The value of the damage means:

- the total costs of the repairs and / or replacement of damaged / missing parts, as per the technical solutions included in the Damage assessment report, including the cost of material and labour, if the repairs were performed by a repair shop under direct settlement agreement with Allianz-Tiriac or by a repair shop abroad approved by Allianz-Tiriac
- the value of the indemnity calculated by Allianz-Tiriac, if the repairs were performed by a repair shop which is not under direct settlement agreement with Allianz-Tiriac; the indemnity value will be calculated as follows:
 - prices of the component parts replaced / to be replaced:
 - * for repairs performed by independent repair shops – not exceeding the original quality prices used by the spare parts providers under direct settlement agreement with Allianz-Tiriac
 - * for repairs performed by dealerships – not exceeding the prices recommended by the importer of that specific make
 - repair times – not exceeding the one set by the insured vehicle manufacturer
 - painting materials quantities and costs – at the same level as the repair shops partners of Allianz-Tiriac, similarly authorized to the one that performs the repairs;
 - average hourly labour cost:
 - * for repairs performed by independent repair shops – the cost of independent repair shops in partnership with Allianz-Tiriac;
 - * for repairs performed by repair shops (dealership) authorized by the manufacturer / importer for the insured vehicle make – the average hourly labour cost of the dealership repair shops in partnership with Allianz-Tiriac.
- the value of the indemnity calculated by Allianz-Tiriac, without VAT, if the vehicle is repaired under own management; the value of the indemnity will be calculated as follows:

- prices of the component parts to be replaced – not exceeding the original quality prices of the spare part providers under direct settlement agreement with Allianz-Tiriac
- repair times – not exceeding the one set by the insured vehicle manufacturer
- painting materials quantities and costs and average hourly labour cost – similar to that of independent repair shops under direct settlement agreement with Allianz-Tiriac
- any costs for the transportation of the damaged vehicle (except for transportation costs covered by roadside assistance services as per the selected package), as well as those related to saving the vehicle, damage minimisation and prevention of theft risk, provided that they are documented.

Allianz-Tiriac will provide you with the indemnity calculation algorithm, should you request it. The total indemnity for partial damage granted / owed by Allianz-Tiriac during the insurance period cannot exceed the sum insured of the vehicle, specified in the insurance contract. The indemnity granted may exceed the sum insured only if the value of the indemnity for the latest reported claim, together with the previously granted / owed indemnities, exceed the sum insured. In these cases, the liability of Allianz-Tiriac ceases with the payment of the indemnity without any other notification from its side.

If an assembly or a sub-assembly is damaged we only indemnify the replacement of damaged parts or components, except if the manufacturer does not deliver or sell that sub-assembly separately.

The indemnity granted for damage to the fixed extra features existing on the vehicle or wallbox mounted at the insured's home or residence cannot exceed the market value as at the date of the event of each damaged or missing extra feature nor:

- the limit of RON 5,000 / insurance year, if the extra features were not specifically mentioned in the insurance request form or in an insurance supplement, except for the wallbox for which the maximum compensation limit is 2,000 €
- the value you declared and specified in the insurance request form or in an insurance supplement issued prior to the event. The amount paid as indemnity during an insurance year cannot exceed the declared value of the extra features included in the insurance request form / supplement.

If you performed additional operations or replacements as compared to the damage identified and listed in the Damage assessment / reassessment report, you will fully cover the related costs.

In case a criminal investigation, currently ongoing, has been initiated against you or other persons covered by the insurance in relation to the actual occurrence of the event, Allianz-Tiriac will pay indemnification for damage of the insured vehicle only when the investigation is completed.



Theft

The indemnity will be paid only after receiving a document from the Police certifying you reported the theft.

If the vehicle or its components / parts are found before indemnity payment, indemnity will be paid only for any damage caused as a consequence of the theft.



Total loss

The vehicle is deemed to be total loss in the following situations:

- Total theft
- Damage to the vehicle, if the repair cost (estimated based on prior calculation quote, without dismantling), together with potential transportation costs of the vehicle and costs related to measures taken to limit the damage equal or exceed 75% of the sum insured of the vehicle in the insurance policy..

In case of total loss, for contracts assigned or indicating a Beneficiary other than yourself, Allianz-Tiriac will pay indemnity according to the instructions of the assignee or of the Beneficiary.



Applicable retentions

Allianz-Tiriac will retain the following from the value of the indemnity amount:

- The deductibles specified in the insurance contract, in case of total loss, of repairs under your own management or repairs performed by repair shops that have not concluded direct settlement agreements with Allianz-Tiriac; in case of repairs performed by repair shops partners of Allianz-Tiriac or located abroad (authorized by Allianz-Tiriac), you will pay the deductibles directly to the repair shop; the amount of deductible will be calculated in the currency in which the indemnity is paid
- The amount of the premiums due until the end of the insurance period in case of total loss
- The value of the wreck, in case of total loss; the wreck value (the value of remaining undamaged components) is determined based on the highest offer generated through the online specialized appraisal systems used by Allianz-Tiriac.



Calculation of indemnity for the Personal Accident coverage

In case of total or partial permanent disability, the insurance indemnity for each injured insured person equals the sum insured of the corresponding coverage.

In case of death, Allianz-Tiriac will pay to the beneficiary the sum insured for death.

Allianz-Tiriac will not pay per insured person, during one insurance year, an amount greater than the limit of indemnity set in the policy for the coverage corresponding to the bodily injury occurred in the accident and / or, if relevant, the limit of indemnity for death.

In case the basic coverage and the extended coverage overlap, the extended coverage shall override the basic coverage.



Calculation of indemnity for Legal support coverage

Allianz-Tiriatic will pay the lawyer's fee or part of it, within the limit of the eligible costs for the insurance and of the sum insured specified in the policy. Allianz-Tiriatic will make the payment to the lawyer's account or will reimburse you the amount due if you already made the payment.



Maximum payment deadlines

Allianz-Tiriatic will pay the indemnity no later than 15 business days from the date you submit all requested documents for all Motor Own Damage coverages, except for theft and for the Personal Accident and Legal Support coverages.

In case of theft of the vehicle, Allianz-Tiriatic will pay the indemnity after the expiry of a 60-calendar day period from the date you reported the event, during which the case is under investigation by the competent authorities.

Allianz-Tiriatic may request documents related to the status of investigation.

The above-mentioned time limits can be extended for Motor Own Damage coverages up to a maximum of 90 calendar days only if additional investigations are carried out and answers to inquiries filed with the Police, Firefighting Department, Prosecutor's office, experts etc. are pending.

Roadside Assistant

The estimated intervention time for on-site repair services, towing, mobile charging (in the case of plug-in electric/hybrid vehicles) is 45 minutes (for 80% of cases).

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.

Payment of insurance premiums

The value of the insurance premium is to be set based on the information you provided in the insurance proposal form. You can pay the insurance premium in full or in instalments, as specified in the insurance policy. Insurance premiums are paid in RON. For policies issued in another currency, the payments will be made in RON at the BNR exchange rate on the date of the payment notification or on the date of the payment, if no such notification is issued.

Allianz-Tiriatic may send you a payment notification with at least 5 calendar days before the due date of the insurance premiums.

In case you do not receive this notification, you are not exonerated from paying the insurance premium on the dates specified in the policy.

If you fail to pay in time, Allianz-Tiriatic grants you 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 receive indemnity provided that the premium instalment is paid no later than the grace period expiry date.

In case of total loss under Motor Own Damage coverage, the premium owed will be deducted from the total amount of the indemnity that you will receive.

Duration and validity of policy

The liability of Allianz-Tiriatic begins at the date and time of the insurance period stipulated in the insurance policy, provided that you pay the insurance premium or the first premium instalment as per the policy provisions.

The liability of Allianz-Tiriatic for the Motor Own Damage insurance contract ceases:

- at the date and time of the insurance period specified in the insurance policy, without any further notification
- on the date when a total loss occurs
- in case that the amount of all indemnities granted / owed for partial losses during the entire insurance period equals or exceeds the vehicle sum insured
- when the vehicle is sold, for the Motor Own Damage coverages;
- on the cancellation date as per the section **Motor Own Damage Contract Cancellation** in this chapter.

Bonus malus Motor Own coverages

The bonus-malus classes related to MTPL are detailed in the MTPL law in force.

When you conclude the Motor Own Damage insurance contract, Allianz-Tiriatic assesses your loss history and includes you in a bonus or a malus class and the insurance premium may be:

- decreased with an amount called bonus associated with a bonus class
 - increased with an amount called malus associated with a malus class
- Upon renewal of insurance contract, depending on the loss history in the latest insurance year, Allianz-Tiriatic assigns you a new bonus or a malus class, as follows:
- a bonus class superior / inferior to the existing one if Allianz-Tiriatic paid or owes no indemnities
 - an inferior bonus / superior malus class to the current one if Allianz-Tiriatic paid or owes indemnities

The cases where an identified third party is exclusively responsible for the occurrence of the insured risk are not taken into account in determining the bonus / malus class.

Changes affecting the policy

Any change brought to the insurance contract shall be made by electronic correspondence (e-mail). If you didn't sign an electronic communication agreement with Allianz-Tiriatic, you will use the post mail services.

If you sell the vehicle, the Motor Own Damage insurance contract will terminate on the selling date. The MTPL contract will terminate as per the legal provisions in force on the policy inception date.

If you or the policyholder 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 statement were not intentional, the following possibilities are considered:

- if the situation is discovered before the occurrence of an insured event - Allianz-Tiriatic has the right either to increase the insurance contract premium or to cancel the contract in a 10-day period (calculated from the date when you receive the notification). You will be refunded with the portion of the premium paid corresponding to the period after the cancellation

2.5 WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

- if the situation is discovered after the occurrence of an insured event - the indemnity will be reduced with the difference between the premium agreed to be paid and the premium that should have been paid, if the exact circumstances would 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-Tiriac decline conclusion of the insurance contract or conclude it under different terms and conditions, the insurance contract is null and void. The paid insurance premiums are non-refundable and Allianz-Tiriac is entitled to request payment of any premium owed up to the moment of taking notice of the nullity cause.

Cancellation of Motor Own Damage contract

If either Allianz-Tiriac or you breach your obligations, both parties are entitled to cancel the Motor own damage contract

If you fail to pay the premium instalment during the grace period, starting with the day immediately after the expiry of such period the insurance contract is automatically suspended for a period of 30-calendar days, calculated from the due date and, in consequence, any obligation of Allianz-Tiriac for the risks occurred during the suspension period is suspended as well.

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

- within 30-calendar days of the outstanding instalment due date you request in writing the reinstatement of the contract, expressly specifying that there were no losses or damage during the period of contract suspension
- An agent of Allianz-Tiriac carries out a new risk survey
- the overdue premium is paid and the insurance endorsement is issued.

The insurance contract is deemed to be reinstated starting with 24:00 on the day when the premium instalment is collected and the insurance endorsement is issued.

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.

2.5 WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

You have the right to request the termination of the insurance contract within the first 14 days from its conclusion, without justification, provided that no insured risks occurred.

Allianz-Tiriac will fully reimburse the paid premium upon your written policy withdrawal request.

The Motor Own Damage Policy can also terminate by the Insured's contract termination request with a 20-day prior written notice.

If Allianz-Tiriac paid or owes indemnities for your insurance contract and you did not pay the premium instalments, the Insurer has the right to recover such instalments, although the contract is cancelled or terminated.

If you paid the insurance premium and the insurance contract terminates after the 14-day period, Allianz-Tiriac reimburses you with the proportional insurance premium if no claims were settled or reported.

Dispute resolution

If there is any dispute please contact Allianz-Tiriac at:

- Infoline: 021 20 19 100, from Monday-Friday between 8:00 and 20:00
- e-mail: reclamatii@allianztiriac.ro
- mail: Allianz-Tiriac Asigurări S.A., 82-94 Buzzești 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 complete your request. We will comply with the legal deadline 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.allianztiriac.ro or www.asfromania.ro
Any litigation will be settled by the competent courts in compliance with the Romanian legislation.

Additional information

To the extent of paid indemnities, Allianz-Tiriac takes over the Insured's rights against the parties liable for the occurrence or aggravation of the loss or damage. Allianz-Tiriac may waive this right, except for the case when the damage was intentionally caused.

The driver of the insured vehicle is not considered a guilty third party if the damage occurred while he / she was driving the vehicle with the consent of the Insured. Also, the agent of the Insured who wrongfully damages the insured vehicle will not be considered a guilty third party even if he / she was not the driver at the time of the occurrence. The right to claim indemnities from Allianz-Tiriac will cease after 2 years from the date of the insured event.

The contract insures your vehicle
for one year, unless you agreed
otherwise.

Insurance decoded

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

2.6

A

Accidental damage

Damage caused by: short circuit, overvoltage, overload, formation of voltaic arcs or induction.

C

Car service partner

Repair unit that has a direct settlement contract with Allianz-Tiriac regarding the repair expenses of the vehicle in case of damage.

Collision

Crash, hit, impact with other vehicles as well as / or with other objects, property or persons.

D

Damage (loss)

Loss following which the vehicle can be reinstated to its condition prior to the occurrence of the insured event by repair or replacement of component parts.

Damage to or destruction of the vehicle (roadside assistance)

Un unexpected event affecting the vehicle from the outside and resulting in the immobilisation of the vehicle as a result of the following risks:

- road traffic accident
- fire, explosion, scorching
- natural disasters – hurricane, heavy rain, lightning, flood, flash flood, high water, landslide, earthquake, avalanche
- temporary thermal or chemical effect on the vehicle
- glass breakage.

Dealership / Repair shops - dealership

Repair shops authorized by the car manufacturers / importers for the insured vehicle make.

Deductible

The part of the loss amount borne by the Insured or Beneficiary for each insured event, stipulated in the insurance contract (the deductible value is deducted from each and every indemnity).

E

Electric vehicles

Fully electric vehicles (100% electric)

Exclusion

Situation described in this Benefits Guide where the Insurer cannot grant the indemnity that would be otherwise due but for the exclusion in the conditions of the insurance contract.

Extra features

Fix equipment mounted on the vehicle, other than standard features previously defined.

G

Glass

Glass elements mean: windscreen, side windows, sunroof / glass ceiling.

Grace period

The period of time during which the insurance premium or premium instalment due can be paid without any change of the insurance contract status.

I

Insurance contract

A written document signed by the parties that consists of the insurance policy, the Benefits Guide containing insurance terms and conditions, the insurance request form and offer, the written statements of the Insured, the insurance supplement / addenda and other attached documents (risk inspection report, vehicle handover report, photos of the insured vehicle). In case of a renewed contract with no gap in a coverage, the vehicle risk survey carried out when initially insured and those carried out during the term of the contractual relationship form an integral part of the newly concluded contract.

Insurance period

The period of time specified in the insurance policy during which the Insurer undertakes liability for the occurrence of insured events provided that the Insured / Policyholder fulfill their contractual obligations.

Insurance policy and insurance request form / offer

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

Insurance premium

The amount owed by the Insured / Policyholder in exchange for the Insurer covering the insured risks.

Insurance supplement

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

Insured

The natural person named in the insurance contract who is insured against the risks specified in the contract in exchange for the premium payment.

The Insured must have an interest regarding the insured motor vehicle. When the Insured and the Policyholder are one and the same person, the terms “Policyholder” and “Insured” have the same meaning.

Insured event

Accidental damage occurring at a certain point in time during the insurance period and giving rise to the right to indemnity.

Insured risk

The possible, but uncertain future event, as defined in the present Benefits Guide, which the Insured person opted to be included in the insurance contract, on whose occurrence the Insurer undertakes to pay indemnity.

Insurer

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

K

Keys

Keys shall mean any device to lock / unlock and start the vehicle, including keys fobs and or key cards.

M

Malfunction

An unexpected mechanical, electric or electronic incident that results is the immobilisation of the vehicle or in:

- discharged battery
- malfunction of the vehicle exterior lighting
- malfunction of the windscreen wiper
- malfunction of the safety belt
- malfunction of the alarm system.

Market value

The value of the vehicle established by the Insurer when concluding the policy based on the information submitted by the Insured person / Policyholder.

Motor Own Damage coverages

Natural phenomena, fire, explosion, damage caused by animals, theft, glass, vandalism, collision, scratching and other risks, GAP protection - depending on the selected package.

P

Plug-in vehicle

The hybrid electric vehicle whose battery can be recharged by connecting it to an external source of electricity, as well as by its on-board engine and generator.

Policyholder

The person who concludes the insurance contract against certain risks of the Insured and who undertakes to pay the insurance premium to the Insurer.

Public road

Inland routes, except railway, specially designed for pedestrian or road traffic, open for public use.

R

Reasonable costs

Those expenses incurred to resolve a legal case (for instance: issuing an opinion, provision of legal support / advice, representation before criminal investigation authorities, courts of law and other bodies having jurisdictional attributions), within the average price range of the market. As well, the time allocated to solve a legal case will be in line with usual practices.

The insurer assesses whether the costs are reasonable based on its experience, the common practice between lawyers and clients and what is customary between professionals. The Insured person may first approach the Insurer to analyse if the proposed tariffs and time estimates are reasonable.

Recourse

Recovery of amounts paid by the Insurer as indemnity or compensation, as well as the litigation costs or other type of expenses from the parties at fault for the loss occurrence or, as the case may be, from their Insurer.

Risk Inspection

The assessment of the vehicle condition carried out by the Insurer / its agent and recorded in the risk inspection report and / or photographs.

S

Standard features

Equipment mounted on the vehicle by the manufacturer.

Sum insured /Limit of indemnity / Compensation

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

T

Third parties relevant for the insurance

The persons legally appointed to represent the Insured/ Policyholder/ Beneficiary/ User or its representatives the individuals at the age of majority living permanently in the same household with the Insured person / insurance Beneficiary, drivers having driven the vehicle with the consent of the Insured nominated in the policy.

Total loss

Loss occurred as a result of the vehicle total theft or the vehicle damage if the cost of repairs (determined on the basis of a cost estimate, excluding disassembly) together with any costs for the transportation of the vehicle and damage minimization measures, equals or exceeds 75% of the vehicle sum insured specified in the insurance policy.

Traction battery

Battery used to power the propulsion of electric vehicles.

U

User

Natural or legal person who concluded a vehicle use agreement with its owner.

V

Vandalism

Act committed by a person or group of persons intentionally destroying or damaging the insured vehicle without aiming to take possession of it or its component parts.

Frequently asked questions

In this section you can find answers to some of the most frequent customer questions.

Is the car insured even when it is inside the courtyard or the garage?

The car is insured even when it is in the parking lot, garage or on the driveway of the house.

What is the main benefit of the Direct settlement clause?

When a third party is at fault in a motor accident, you may address Allianz-Tiriac to repair your car. Allianz-Tiriac is well known for the quick and efficient claim settlement process..

What is the Accident Statement Form?

It is an optional procedure offering the drivers the possibility to fill in together a standardised form – the Accident Statement – and to file it afterwards with the insurance companies, thus avoiding the accident report services of the Traffic Police.

When can I choose to fill in the Accident Statement?

You can choose to fill in the Accident Statement in the following situations:

- the accident does not involve bodily injuries (victims)
- there is no other damage except damage to the vehicles
- only two vehicles are involved
- both drivers involved in the event have valid MTPL policies on the date of the event.

Help us be better!

At Allianz-Tiriac 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.

4 HELP US BE BETTER!

For information about the insurance contract, products and services:

Infoline: 021 20 19 100

E-mail: info@allianztiriac.ro

For claims reporting and information about claim files:

Claims Center: 021 201 91 81,

021 201 91 80,* 21 201 91 918

(available only in the Orange network)

Business hours: Mon-Fri, 8:00-20:00

(except for legal holidays).

E-mail: info@allianztiriac.ro

FAX: 021 208 22 11

For Roadside assistance after a vehicle malfunction or an accident:

Nonstop roadside assistance:

021 312 22 39 or Claims Center

(+key for Assistance)

For suggestions or complaints

E-mail: reclamatii@allianztiriac.ro

Allianz-Țiriac Asigurări S.A.,

82-94 Buzzești 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

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

<https://www.allianztiriac.ro> -

Section Choose the right insurance Branches and partners

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