

## TERMS AND CONDITIONS OF "TRAVEL ASSISTANCE AND ACCIDENT INSURANCE FOR BANK CARD HOLDERS"

### I. SUBJECT OF THE INSURANCE

1. Under the present General Terms and Conditions "Generali Zastrahovane" AD, hereinafter called "The INSURER", in exchange for an insurance premium paid, shall enter into insurance contracts for cardholders, hereinafter referred to as "The INSURED", for accidents suffered, medical or other unforeseen expenses incurred while traveling abroad, damage to property purchased with the bank card, specified in the policy, as well as for civil liability insurance of the cardholders for material and moral damages caused to third parties.
2. Bulgarian citizens shall be insured, as well as foreign citizens residing in the Republic of Bulgaria on a legal basis (valid permits for continuous, long-term or permanent residence of a foreigner within the meaning of the Foreigners in the Republic of Bulgaria Act or a valid certificate of long-term or permanent residence of a national of a Member State of the European Union, of a State party to the Agreement on the European Economic Area or of the Swiss Confederation).
3. At the discretion of the Insurer, citizens of the EU, a state party to the Agreement on the European Economic Area or the Swiss Confederation with a period of residence in the Republic of Bulgaria of less than 9 months may also be accepted for insurance.
4. In cases when the Insurer is a foreign citizen who does not have the status of permanent resident in the Republic of Bulgaria, the maximum duration of the contract may not exceed 4 months. This restriction shall not apply to Insurers of a Member State of the European Union or a Party to the Agreement on the European Economic Area, in the territory of which the Insurer may carry out the activity for which it is licensed under the conditions of the right of establishment or freedom of providing services.
5. The insurance coverage shall be activated:
  - 5.1. On the territory of the Republic of Bulgaria prior to the beginning of the trip by purchasing through the bank card (specified in the policy) of
    - ✓ travel package or part thereof (plane ticket, bus or other transport, hotel reservation, car rental), or
    - ✓ travel-related service;
  - 5.2. After the beginning of the trip by using the card at ATM or POS terminal abroad during the trip.
6. The coverage abroad shall be for an unlimited number of trips within the period of the insurance, for a maximum duration of 90 days per trip, as of the date of leaving the territory of the Republic of Bulgaria up to the date of returning to the territory of the Republic of Bulgaria.

### II. DEFINITIONS

7. For the purposes of the present General Terms and Conditions:
  - 7.1. "**Policyholder**" shall be the person who signs the insurance to protect the interests of the insured persons – cardholders, and undertakes to pay the insurance premium. The Policyholder has all obligations under the insurance contract, but the right to receive insurance indemnity, respectively, the insured amount, when an insured event occurs, belongs to the insured person. The Insurer may oppose the insured person for any breach of obligation by the Policyholder under the insurance contract.
  - 7.2. "**Insured**" shall be Bulgarian citizens and foreign persons permanently residing in the Republic of Bulgaria who have in their possession international payment cards and who have not reached the age of 75 as of the date of signing the insurance. To the insured their husbands/wives and children under 18 who are not married may be added, under a special agreement between the insurer and the policyholder. The insured must be in good health, allowing him/her to travel abroad, and should not be violating a medical doctor's prescription;
  - 7.3. "**Assisting company**" shall be a company authorized by the Insurer to act on its behalf in the case of an insured event.
  - 7.4. "**Travel abroad**" shall include the transportation and stay of the insured person outside of the Republic of Bulgaria;
  - 7.5. "**Bank Card**" shall be an international credit or debit card on which information is recorded electronically and is used repeatedly to identify the Authorized Holder, provides remote access to a bank account and/or a predetermined credit limit and serves for banking operations.
  - 7.6. "**Accident**" shall be a sudden and unpredictable event that occurred not at the will of the insured, during his/her trip abroad, the event having caused bodily injury or death of the insured.
  - 7.7. "**Illness**" shall be a sudden acute illness state which started and is occurring after the initial date of the trip abroad during which the need for assistance to the insured arose;
  - 7.8. "**Severe injury or severe illness**" shall mean bodily injury or disease, defined as life threatening by a qualified medical person.
  - 7.9. "**Impairment or permanent disability**" shall mean a permanently lost or reduced ability to perform work due to chronic traumatic or non-traumatic damage (disease) caused by an impaired function of a single organ or of the entire system of the insured.
  - 7.10. "**Outpatient health care center**" shall mean a licensed facility providing outpatient or medical treatment, other than a hospital, a clinic or a doctor's office.
  - 7.11. "**Habitual and reasonable medical expenses**" shall mean the fees and prices usually paid at this location for medically necessary services and materials required to treat cases of comparable severity and nature, not including the costs that would not have been incurred if the insurance did not exist.
  - 7.12. "**Family member**" shall mean the husband/wife of the Insured Person and his/her lineal relatives or collateral relatives by marriage to the second degree who live in the country of residence of the Insured Person.
  - 7.13. "**Terrorism**" shall mean the use or threat of use of force or violent actions against a person or property, as well as committing acts endangering human life or property, acts involving or related to the damage of electronic and communication systems, where such acts are perpetrated by an individual or group of persons, independently of whether they are acting on behalf of or in connection with an organization, government, mobster group, military or civil authorities, when the goal is to threaten, coerce, or perpetrate malicious acts against the government, population or part thereof, as well as to affect any sector of the economy. The term "terrorism" also includes any acts that are recognized or considered terrorist by the State where they arise or by international regulations.
  - 7.14. "**Hijacking of a public transportation vehicle**" shall mean an independent illegal seizure of and criminal exercise of power on an airplane or other public transportation vehicle or its crew.
  - 7.15. "**Regular flight**" shall mean travel by plane organized by a carrier, provided that: /1/ the carrier has a permit for performing scheduled air transportation which was issued by the relevant authorities in the country where the aircraft is registered, and,

- in accordance with this authorization, maintains and publishes timetables and prices for passenger transportation between specific airports at specified times; /2/ the flight is regularly completed on specific routes and at specific times, as published in the official and periodically updated schedule of flights; /3/ the trip price was paid in full with the bank card of the insured. The time of departure, transfers and travel destination are specified in the travel ticket of the insured;
- 7.16. **"Burglary"** shall mean the taking of items for personal use from the possession of another person without his/her consent, with the intent to appropriate them unlawfully. Access is gained by destroying, damaging or undermining barriers solidly built to protect persons or the property;
- 7.17. **"Robbery"** shall mean the taking of another's movable property with the intent to appropriate it unlawfully by using force or threat. Robbery shall be also any theft where the person uses force or threat at the crime scene to remain in possession of the stolen item. There shall be robbery also when, in order to take the item, a person has been put in an unconscious or helpless state;
- 7.18. **"Vandalism"** shall mean the intentional breakage or damage to the insured items/property of third parties;
- 7.19. **"Belongings/property for personal use"** shall be clothes, shoes, toiletries, household appliances, televisions, audio and video systems, video and photo cameras for amateur use and the accessories to them, computers and their peripheral devices, mobile phones and personal GPS devices;
- 7.20. **"Fire"** shall mean the appearance of a fire which forms a flame or glow and has appeared at a spot that was not prepared for the purpose, or has come out of such a spot, and is capable of spreading on its own.
- 7.21. **"Natural disasters"** shall be: storms (wind speeds above 15 m/s), hail, damage caused by the weight of naturally accumulated snow and ice, earthquakes, thunders and lightnings;
- 7.22. **"Flooding due to natural disasters"** shall be the spilling of large amounts of water masses as a result of heavy, intense or prolonged rainfall, rapid snow melting, river overflows, overflow of dams, lakes and canals;
- 7.23. **"Legal aid"** shall be the legal defense of the interests of the insured as a party in litigation proceedings, depending on the peculiarities of local law;
- 7.24. **"Actual value"** shall be the one for which, instead of the insured property, it is possible to buy other property of the same quality (type, age, condition) and quantity;
- 7.25. **"Risk circumstances"** shall be factors that determine or impede the realization of risk;
- 7.26. **"Deductible /excess/"** shall be a form of personal participation of the insured in the coverage of the losses from the event.
- 7.27. **"Unconditional deductible"** - with this form of deductible the Insured shall participate at the rate (amount) of the deductible agreed upon in the policy, for any damage.
- 7.28. **"Conditional deductible"** - with this form of deductible the Insurer shall pay the full amount of the damage, if it exceeds the value of the conditional deductible stipulated in the policy. Damages that do not exceed this value shall be paid by the Insured.
- 7.29. **"Period of the Insurance"** - a time span of 12 months, during which, only and solely, the insured person may activate the coverage for the risks specified in the policy.
- 7.30. **"Duration of the individual insurance coverage"** - a time span within the period of the insurance, during which, only and solely, the Insurer shall provide insurance coverage to a specific person, and, in particular, the insured risks covered by the Insurer.

### III. TERRITORIAL SCOPE OF THE INSURANCE

8. For all items, with the exception of item "E" of the present General Terms and Conditions, the insurance shall have worldwide coverage, except for the territory of Bulgaria and the country of permanent residence for foreign nationals. Damages to property purchased in the Republic of Bulgaria or in the country of permanent residence for foreign nationals shall be covered as well, under item "E".

9. The Insurer shall not provide insurance coverage and shall not be liable to pay any indemnification or to provide any benefit if the provision of such coverage, the payment of such indemnification or the provision of such benefit is:

9.1. posed by a risk related to Iran, Syria, the People's Democratic Republic of Korea (DPRK) or the Crimea region;

9.2. constitutes a sanctioned, prohibited or restricted act in accordance with:

9.2.1. United Nations Resolution;

9.2.2. Commercial or economic rules, laws or regulations of the European Union, the United Kingdom or the United States;

9.2.3. The legislation of the Republic of Bulgaria.

### IV. COVERED RISKS

10. Covered insured risk shall be the risk of occurrence of a future adverse and harmful event referred to in the different items of this insurance, and specifically assumed by the insurer under the insurance policy. The insurer shall be obliged to pay an insurance indemnity to the insured, up to the insured amounts agreed upon (limits of the insurer's liability) for the following insured risks, grouped by item, as follows:

#### 10.1. ITEM "A" - DEATH AND IMPAIRMENT OR PERMANENT DISABILITY

Under this item, the insurer shall pay an indemnity for death or impairment or permanent disability due to an accident of the insured while traveling abroad. The accident must have occurred during the period of the individual insurance coverage. Death, impairment or disability must have occurred no more than 12 months after the accident.

#### 10.2. ITEM 'B' - EMERGENCY MEDICAL EXPENSES DUE TO ACCIDENT/DISEASE

10.2.1. The insurance coverage under this item shall be for the necessary reasonable and habitual medical expenses incurred due to an accident or illness while traveling abroad, provided that the insurance coverage was activated prior to the occurrence of the accident or disease. The Insurer shall pay for the hospital or shall reimburse to the Insured the necessary habitual and reasonable medical expenses incurred by him/her, within 12 months from the date of the insured event that occurred in connection with a bodily injury by accident or disease, up to the insured amount.

10.2.2. Medical costs shall include and be limited to the following services:

10.2.2.1. Expenses for a shared hospital room and meals, use of operating room, emergency room and outpatient medical center;

10.2.2.2. Physician's fees

10.2.2.3. Medical expenses within or outside of a hospital, including laboratory tests, transportation with an ambulance (to or from the hospital), prescription drugs, therapeutics, anesthesia (including application of anesthetics), transfusions, artificial limbs or eyes (with the exception of repair and replacement of such), x-rays, prostheses.

10.2.2.4. Qualified nurse's fees.

### **10.3. ITEM "B1" – COSTS OF EMERGENCY DENTAL CARE**

The insurer shall cover the expenses incurred by the insured for emergency dental care to eliminate the acute pain caused by bodily injury due to an accident when traveling abroad or an acute inflammation of the mouth cavity as a consequence of an accident or illness while traveling abroad which is also an inflammatory process leading to pulpitis, periodontitis and abscess.

### **10.4. ITEM "B2" – DAILY ALLOWANCE FOR HOSPITAL STAY DUE TO ACCIDENT OR ILLNESS**

The insurer shall pay an indemnity for the hospital stay of the insured due to an accident or illness while traveling abroad, provided that:

- 10.4.1. during the period of the insurance coverage, the insured person has suffered a bodily injury due to an accident or disease that, directly and independently of other reasons, has led to his/her hospitalization within one month of the accident or disease;
- 10.4.2. the total amount under item 10.4.1. of the present General Terms and Conditions shall not exceed the limit of liability agreed upon in this item and the maximum number of days, after deducting the time deductible agreed upon.

### **10.5. ITEM "B3" – COSTS OF MEDICAL TRANSPORTATION AND REPATRIATION**

In the case of illness or bodily injury to the insured due to an accident while traveling abroad which requires hospitalization, the insurer shall cover the cost of:

#### **10.5.1. Transportation to the hospital facility**

The costs are covered for transportation of the insured, performed under medical supervision, to the nearest hospital or another medical facility that has the equipment necessary for carrying out the treatment of the given illness or disability. Transportation should be done on land - by an ambulance, or by air - by a regular flight.

#### **10.5.2. Repatriation to a hospital facility in the Republic of Bulgaria**

The costs shall be covered for transportation of the insured, under medical supervision, by a regular flight. The costs for an ambulance to and from the airport shall be covered as well, with the goal to repatriate him/her to an appropriate hospital in the Republic of Bulgaria, if the health of the insured allows carrying out the repatriation. In all cases, repatriation shall take place after consultation with the insurer.

#### **10.5.3. Repatriation after treatment**

The costs shall be covered for repatriation of the Insured to the Republic of Bulgaria as a regular passenger after his/her discharge from the local hospital facility where he/she was treated when such travel was authorized by the physician and coordinated with the insurer.

#### **10.5.4. Repatriation of remains**

In the event of death of the insured due to an accident or illness while traveling abroad, the insurer shall cover the cost of transporting the body or remains from the place of the death to a designated place in the Republic of Bulgaria (excluding the cost of human remains storage or burial). In all cases, repatriation shall take place after consultation with the insurer.

#### **10.5.5. Organizing a visit to the insured by a person close to him/her**

If the insured was hospitalized as a result of an illness or bodily injury due to an accident while traveling abroad, for more than 7 consecutive days, the insurer shall cover the travel expenses for one person - spouse or a relative of the insured or another person from the Republic of Bulgaria, designated by the insured, up to the amount of a round-trip ticket for economy class in an airplane, first class train, or bus.

#### **10.5.6. Repatriation of unmarried underage persons (under 18 years of age)**

In the case of transportation or repatriation of the insured under items 10.5.2, 10.5.3 or 10.5.4 of the present General Terms and Conditions, the insurer shall cover the cost of repatriation to the Republic of Bulgaria of the (unmarried) underage persons accompanying the insured during the occurrence of the insured event, provided that the regular tickets these persons possess cannot be used for this purpose. The persons should be in good health, allowing them to travel without being in violation of a physician's prescription.

### **10.6. ITEM "C" – UNFORESEEN TRAVEL EXPENSES**

#### **10.6.1. LOSS OF CHECKED BAGGAGE**

If within the period of the insurance coverage, while traveling abroad, the checked baggage or personal belongings of the Insured person when traveling by air abroad were lost/stolen or erroneously sent to another destination through the fault of the carrier, the Insurer shall pay to the Insured person the costs incurred for the purchase of basic necessities - clothing and toiletries, reduced by the amount of the deductible, up to the amount of the agreed limits of responsibility per item, and, overall, for all items listed in the policy.

It shall be deemed that an event under this item has occurred when the Insured has not received his/her checked baggage within 48 hours of the arrival at the destination with a regular flight. For lost checked baggage in air transport, which is not delivered by the carrier within 21 days from the registration of the loss. The unforeseen expenses for basic necessities must be made with the insured bank card, within 48 hours of arrival at the destination.

#### **10.6.2. DELAY OF CHECKED BAGGAGE**

Incidental expenses shall be reimbursed to the Insured for the purchase of basic necessities - clothing and toiletries, made in connection with a delay through the fault of the carrier of six or more hours of the checked baggage of the insured, after his/her arrival at destination point of the regular flight. The unforeseen expenses must be paid with the insured bank card, within 48 hours of the arrival of the insured at the destination, or before he/she has received the checked baggage (whichever of the two circumstances occurs earlier).

#### **10.6.3. HIJACKING OF A TRANSPORTATION VEHICLE**

If, during the period of the insurance coverage, the Insured person is traveling on board a public vehicle which was hijacked for 6 or more consecutive hours, the Insurer shall pay to the Insured person an indemnity, up to the maximum amount specified in the policy, less the agreed deductible.

#### **10.6.4. TRIP CANCELLATION**

The Insurer shall reimburse the costs of travel and accommodation paid in advance, up to the maximum amount specified in the policy, which cannot be reimbursed by another source, in the event of cancellation of the trip between the date of payment for the trip and/or accommodation and the date of the insured trip due to:

- Unexpected death, serious injury or serious illness of the Insured person or a family member of the Insured person.
- Burglary or fire, resulting in the home or workplace of the Insured becoming unsuitable for habitation, that occurred within a period of 10 days or less before the start of the trip, or, when the Insured person is required by the police to be present after a burglary or attempted burglary at their home or place of work.

The insurer shall reimburse the costs associated with travel abroad also when the circumstances due to which the trip was cancelled occurred on the territory of the Republic of Bulgaria or the country of permanent residence for foreign nationals.

#### **10.6.5. INTERRUPTION OF THE TRIP**

The insurer shall reimburse the unused travel and accommodation expenses, up to the agreed amount, which cannot be reimbursed by another source, due to an interruption of the trip because of:

- Unexpected death, serious injury or serious illness of the Insured person or of a family member of the Insured person or
- Burglary or fire, which has resulted in the home or workplace of the Insured becoming unsuitable for habitation, within a period of 10 days or less before the start of the insured trip, or when the Insured person is required by the police to be present as a witness after a burglary or attempted burglary at the home or place of work of the Insured person.

#### **10.6.6. URGENT TRAVEL OF A COWORKER FOR SUBSTITUTION**

In the case of transportation or repatriation of the insured as a result of an accident or illness that occurred while traveling abroad in connection with the performance of work duties, or in the case of urgent hospitalization for more than 3 days, the Insurer shall pay to one of his/her colleagues a round trip ticket for in economy class in an airplane or first class on a train, up to the agreed limit of liability, in order to fulfill his/her obligations.

#### **10.6.7. FLIGHT DELAYS**

If the departure of the Insured with a confirmed regular flight from a specific airport was delayed for four hours or more, or the flight was canceled, or, due to the lack of seats, the Insured was not able to get on the plane and within those four hours alternative transportation could not be provided to the Insured, the Insurer shall pay an indemnity to the Insured for the unforeseen costs incurred by him/her until his/her actual departure, up to the amounts specified in the policy. In the event of a delay of a flight from the Republic of Bulgaria that has led to missing a connecting flight, the Insurer shall reimburse the unforeseen costs incurred overseas which were not covered by the carrier. Restaurant bills, drinks and/or hotel expenses paid by the insured with his/her bank card shall be deemed incidental expenses.

#### **10.6.8. EMERGENCY HOTEL ACCOMMODATION**

When, during the period of the insurance coverage, the Insured person has suffered a personal injury due to an accident or a disease that directly and independently of other causes has led to hospitalization for more than five (5) days, the Insurer shall pay the cost of hotel accommodation due to an emergency for a family member of the Insured person, up to the total insured amount for this item. The cost of hotel accommodation must be proven by the insured person by means of supporting documents. The expenses for hotel accommodation shall be covered for a member of the family of the Insured person, incurred outside of the territory of the Republic of Bulgaria due to an emergency as a result of hospitalization of the Insured person.

#### **10.6.9. EXPENSES FOR RELEASE ON BAIL AS A RESULT OF A CAR ACCIDENT**

If the Insured person was involved in an automobile accident that occurred during the term of insurance coverage, and was arrested or could be arrested, the Insurer shall reimburse to the Insured person the amount paid by him/her for the bail, up to the limit of liability.

#### **10.6.10. LEGAL COSTS DUE TO A CAR ACCIDENT**

If the insured person was arrested or could be arrested following a car accident that occurred during the period of the insurance coverage, the Insurer shall reimburse the amounts paid for legal aid as a result of the accident, up to the insured amount agreed upon under this item.

### **10.7. ITEM "D" – CIVIL LIABILITY**

#### **10.7.1. Civil liability for property damage to third parties**

When, within the period of the insurance coverage, a claim was made against the Insured person or he/she was sued for property damages caused to third parties during the trip abroad, paid in full or in part with the insured bank card, the Insurer shall pay an indemnity to the injured person up to the contractual limit of liability, the insured person being liable to pay this indemnity under the law of the country where the damage occurred.

#### **10.7.2. Civil liability for bodily injuries caused to third parties**

When, within the period of the insurance coverage, a claim was filed against the Insured person or he/she was prosecuted for non-pecuniary damages caused to a third party during the trip - bodily injury or death, paid in full or in part with the insured bank card, the Insurer shall pay the injured person an indemnity, up to the amount of the agreed limit of liability, the insured person being liable to pay this indemnity under the law of the country where the damage occurred.

### **10.8. ITEM "E" - DAMAGE TO PROPERTY**

10.8.1. The insurance coverage shall be for the cases of total loss due to burglary or robbery, as well as for full or partial damage due to fire, natural disasters or vandalism of property of the Insured for his/her private use, which property was purchased with the bank card during the period of the insurance.

10.8.2. The insurer shall reimburse the insured person for:

- the repair costs of damaged goods – for partial damage;
- or
- the price to purchase those goods which cannot be repaired or the cost of repair which exceeds the purchase price;

## **11. ASSISTANCE SERVICES**

11.1. The use of assistance services for certain insurance coverages may be agreed upon between the Policyholder/Insured and the Insurer.

11.2. If, within the period of the insurance coverage, the Insured person suffers a bodily injury due to an accident or illness, the assisting company, acting on behalf of the Insurer, shall organize and apply the necessary coverages announced in the insurance policy, using the most appropriate resources and services, taking into account the physical condition of the Insured person, up to the insured amount agreed upon.

11.3. The assistance services may consist of the following:

### **11.3.1. Medical transportation:**

If, after hospitalization or treatment, the Insured person is unable to continue his/her trip, the assisting company, together with the local physician treating the patient or with the GP of the Insured person, shall arrange for the return of the Insured person to the country of permanent residence or country of which he/she is a citizen.

If the assisting company representatives and the physician treating the patient decide, from a medical standpoint, that the Insured is able to be transported, but he/she refuses, the Insurer shall not be liable for any medical expenses incurred after the date of the possible transportation.

### **11.3.2. Repatriation of remains:**

If the Insured person dies as a result of bodily injury due to an accident or illness that occurred during the period of the insurance coverage, the assistance company shall arrange for the repatriation of the remains of the insured person to the country of which he/she is a citizen.

### **11.3.3. Reimbursement of the cost of the coffin:**

If the Insured person passes away as a result of bodily injury due to an accident or a disease that occurred during the period of the insurance coverage and local laws require that the remains be carried in a coffin, the assisting company shall arrange and pay for the purchase of this coffin.

### **11.3.4. Repatriation of a child of the Insured:**

In the case of transportation or repatriation of the insured, the assisting company shall arrange and pay the expenses for repatriation to the Republic of Bulgaria of the underage children of the Insured who are up to 18 years old (who are not married) accompanying the insured during the occurrence of the insured event, provided that the regular tickets owned by the persons cannot be used for this purpose.

### **11.3.5. Advance payment for release on bail following a car accident:**

If, during the period of the insurance coverage, the Insured person suffers a car accident and is arrested or may be arrested, the assisting company shall provide in advance the amount required for release on bail, up to the limit of liability. The insured person must reimburse the amount to the Insurer within 30 days or sooner, if the local authorities reimburse the Insured person.

### **11.3.6. Legal expenses as a result of an automobile accident:**

If the Insured person is arrested or may be arrested following a car accident that occurred during the period of the insurance coverage, the assistance company shall arrange all necessary legal assistance and reimburse the amounts paid for such assistance as a result of the accident, up to the agreed insurance amount. The insured person or his/her relatives shall immediately notify the assistance company about the event.

## **V. GENERAL EXCEPTIONS**

12. Notwithstanding the provisions and coverage specified in the policy, the insurer shall not pay indemnity for damages, respectively insured amounts, for events related to or as a result of:

- 12.1. suicide or attempted suicide, self-harming or any attempt to injure oneself
- 12.2. use of alcohol, drugs, narcotics or other hard drugs by the insured person not prescribed by a qualified medical person;
- 12.3. declared or undeclared war, invasion, civil unrest, strikes, lockouts, revolts, riots and acts of terrorism;
- 12.4. participation of the insured in any type of races, expeditions, rallies and trials, horse riding, rock climbing, descending into caves, various forms of flying - paragliding, hang gliding, parachuting, except as a regular airline passenger traveling on a particular route.
- 12.5. Insured person's driving a motorcycle or motor scooter with an engine capacity exceeding 125 cm<sup>3</sup> by the insured person;
- 12.6. actual or suspected pouring, spraying, ingestion, discharge, release of or exposure to any hazardous biological, chemical, nuclear or radioactive materials, ionizing radiation, gas, matter or environmental contamination.
- 12.7. medical expenses related to declared epidemics and pandemics;
- 12.8. losses directly or indirectly arising from cyber risks, including:

- loss, alteration, damage, or
- incorrect or unauthorized programming, perforation, marking or input of data, inadvertent erasure (deletion) of information or discarding of data carriers, or costs due to loss of data caused by magnetic fields, or
- reduction of the functionality, possibilities for use or operation of a computer system, hardware, program, software, data, information storage, microchip, integrated circuit or other similar device in computer or other equipment, whether owned by the Insurer or not, unless these losses do not arise from a risk covered by the terms of the insurance policy;

13. In addition to cases referred to in item 7, the insurer shall not pay an indemnity for damages and for events when:

- 13.1. the insured event was caused by intentional acts of the insured, a member of his/her family or a third person beneficiary of the insurance;
- 13.2. the insured, a member of his/her family or the third person beneficiary have faked the insurance event;
- 13.3. the insured has deceived the insurer intentionally with false information about the insurance event and the extent of the damage;
- 13.4. the insurance event has occurred before the insurance took effect, independently of whether the insured was aware of it.

## **VI. SPECIAL EXCEPTIONS**

14. The insurer shall not owe indemnity under Items "A" and "B" in the case of:

- 14.1. Occurrence of the risk of death due to an accident of persons under the age of 14 and of incapacitated persons;

14.2. injury, impairment of the bodily integrity, disability or death which followed when the insured perpetrated a general criminal offense;

14.3. death due to the execution of a death penalty imposed by an enforced final sentence;

14.4. earthquake and landslide of earth layers.

14.5. accident that arose, directly or indirectly, in whole or in part, from:

- any diseases (general and professional), including epileptic seizures or seizures due to other currently existing diseases, mental diseases, bleeding and paralysis caused by high blood pressure or atherosclerosis and other acute intestinal infections,  
- curative measures or manipulations.

15. Apart from the cases mentioned in Section V of the present General Terms and Conditions, the insurer shall not pay the insurance indemnity under items "B", "B2" "B3":

15.1. In case the Insured got hernia as a result of the accident;

15.2. In the case of solar and heat stroke;

15.3. For medical expenses incurred in the territory of the Republic of Bulgaria or in the territory of the country of residence of foreign nationals;

15.4. Congenital abnormalities and consequences arising therefrom;

15.5. In case of complications in pregnancy, childbirth or abortion, except in cases where complications have occurred due to an accident or acute illness;

15.6. Cosmetic or plastic surgery unless resulting from an accident covered by the insurance;

15.7. For medical examinations and tests, laboratory tests, x-rays, etc., that were not incurred as a result of the accident / illness;

15.8. For the treatment of mental illness, drug dependence, drug treatment or alcoholism;

15.9. In bodily injury, existing before the start of insurance coverage;

15.10. Diseases existing before the beginning of the insurance coverage;

15.11. AIDS;

15.12. for stay in centers for long term care (homes for the elderly, poison control centers, etc.);

15.13. Infections occurring in hospitals;

15.14. For the treatment of cancer;

15.15. Transplantation;

15.16. For medical expenses incurred because undertaken insured trip despite the advice of a qualified medical practitioner;

15.17. For medical expenses incurred when the specific purpose of the trip was to receive medical treatment or advice;

15.18. For dental care;

15.19. For any damage caused, or caused due to chronic illness, including its acute forms;

15.20. Repatriation made without prior consultation with the insurer;

15.21. In sexually transmitted diseases.

16. Apart from the cases mentioned in Section V of the present General Terms and Conditions, the Insurer shall not be liable for payment to the Insured of the amount under item "B1" for:

16.1. Permanent crowns or false teeth.

16.2. Other dental services different from those specifically mentioned.

17. The insurer shall not be liable for any claims under clause "C" for "Loss of baggage" and "Delayed baggage" coverage in the event of:

17.1. Loss or delay caused by delay, detainment or confiscation by customs or other official agencies.

17.2. A loss that was not reported to the police or to the carrier within 24 hours of becoming aware of it.

17.3. A loss directly or indirectly caused by quarantine, smuggling or other illegal transportation.

17.4. Loss of property insured under another insurance policy or otherwise recoverable from a licensed carrier or hotel.

17.5. Loss of baggage of the insured person which was sent in advance or of souvenirs and other items sent by mail as cargo.

17.6. Loss of baggage or personal valuables of the insured person left in a vehicle or public place without supervision by the insured or due to negligence with regard to this property.

17.7. Loss of cassettes, cards, credit cards, CDs, cameras, video cameras, photo cameras, computers, etc.

17.8. Loss of baggage during its transportation with charter flights, if they were not registered in the international data system.

17.9. Purchases made after the elapse of more than 48 hours after the arrival at the final point of destination mentioned on the airline ticket.

17.10. Any baggage delay when travelling towards the country of residence/starting point of the trip.

17.11. Costs incurred or purchases of items that were not paid with the bank card of the insured;

17.12. Return of checked baggage delayed or lost during the flight (s) to the insured at his/her home address;

17.13. Failure to present a report for missing checked baggage;

18. The insurer shall not be liable under **Item "C" for "Flight Delay" coverage** for the unforeseen expenses incurred by the insured person:

18.1. In the case of delayed charter flights, unless those flights were registered in the international data system.

18.2. If the insured person has failed to register for the flight (check in) according to the flight schedule, unless this was due to a strike.

18.3. If the delay was due to a strike or lockout declared prior to the start of the trip.

18.4. If the delay was due to the withdrawal of the aircraft from use by civil aviation authorities, and a notice about it was provided prior to departure.

19. The insurer shall not pay an indemnity under **Item "D"** for:

19.1. damages arising out of or in connection with the business (within the meaning of the Commercial Code) activity of the insured person. This exception applies but shall not limited to acts or failure to act, regardless of their nature or the circumstances in which they

took place, which are related to services and obligations which were provided, promised, owed, or the provision of which is implied by the nature of the activity;

19.2. damages arising from the ownership, leasing, renting or occupation of any part of premises by the Insured person;

19.3. damages arising from the provision of or failure to provide professional services;

19.4. damages arising from the ownership, leasing, rental, maintenance, use, loading and unloading of vehicles and any other motorized land vehicles for movement, water vessels, or aircraft;

19.5. damages arising from the transmission of infectious diseases by the Insured person;

19.6. damages arising from sexual harassment, corporal punishment, physical or mental abuse by the Insured person;

19.7. damages arising from the use, sale, manufacture, supply, transfer or possession by the insured of controlled substances, or smuggling, as defined by the relevant authorities;

19.8. damages for which the insured is responsible under any contract or agreement;

19.9. damages to property owned by the Insured person

19.10. damages to property occupied or used by or placed under the care of the Insured person;

19.11. damages arising from the liability of the insured as an employer;

19.12. damages for which the injured person has received payments from the state, social or health insurance system;

19.13. damages caused by the Insured person to a member of his/her family or to a person accompanying the Insured person during travel, or a family member of such an accompanying person.

20. The insurer shall not pay indemnity under Item "E" for:

20.1. theft of or from a motor vehicle, vessel or aircraft, including parts and accessories/equipment required for its operation or to drive it;

20.2. money or its equivalent, travelers checks, stamps, passports, manuscripts, tickets or any securities;

20.3. animals, fish, live plants, seedlings;

20.4. jewelry, watches, precious metals, precious stones, musical instruments, collections, weapons, special equipment, works of art;

20.5. belongings left unattended in a place easily accessible to third parties which were not found later on.

## **VII. FORM OF THE INSURANCE CONTRACT, PERIOD OF THE INSURANCE, SIGNING, START AND TERMINATION OF THE INSURANCE. RENEWAL OF THE INSURANCE**

21. The insurance contract for holders of international payment cards shall be in the form of an insurance policy signed by the insurer and the Policyholder/Insured and shall contain all requisites required under art. 345, par. 3 of the Insurance Code /IC/.

22. Every insured individual shall be issued a certificate/policy certifying the specific insurance coverage.

23. The period of the insurance for each insured cardholder shall be 12 (twelve) months from the date of acquisition or renewal of the bank card, provided that the yearly insurance premium was paid. At any given time within this period and subject to the terms and conditions in item 2, the insured person may activate his/her individual insurance coverage. The period of this coverage shall begin from the moment specified in the preceding sentence, and it shall be terminated:

23.1. at the end of the period of the insurance;

23.2. when the contract for issuance and service of the bank card is no longer in force;

23.3. upon termination of the insurance policy by one of the parties;

24. The insurance policy shall be valid for one (1) year and shall be terminated:

24.1. with the expiry of its period of validity;

24.2. unilaterally by the insurer or the policyholder, or, when an individual insurance was signed - the insured, by giving a 30 (thirty)-day written notice to the other contracting party;

24.3. by mutual consent of both parties expressed in writing;

24.4. in other cases, provided by the law.

25. Upon the conclusion of the contract, the Insurer shall be obliged to declare accurately and exhaustively the essential circumstances, which are known to him and are important for assessing the insurance risk. The circumstances for which the Insurer has asked a question in writing shall be considered significant.

26. If the Insurer has knowingly declared inaccurately or has concealed a circumstance, in the presence of which the Insurer would not have concluded the contract, if he had known about this circumstance, the Insurer may terminate the contract. In this case the Insurer shall retain the paid part of the premium and shall have the right to demand its payment until the termination of the contract.

27. If the deliberately inaccurately declared or concealed circumstance is of such a nature that the Insurer would conclude the contract, but under other conditions, he may request the contract's amendment.

28. The insurer may exercise the rights under item 26 and item 27 within one month from learning of the circumstances. In the cases under item 27, if the insured does not accept the proposal for amendment of the contract within two weeks from the receipt of the proposal, the contract shall be terminated. In this case the Insurer shall retain the paid part of the premium and shall have the right to demand its payment until the termination of the contract.

29. When in the cases of items 26 and 27, an insurance event occurs, the Insurer may refuse full or partial payment of insurance indemnity or amount only if the incorrectly declared or concealed circumstance has had an impact on the occurrence of the event. When the circumstance has affected only the amount of damages, the Insurer may not refuse payment, but may reduce the payment according to the ratio between the amount of the paid premium and the premium to be paid according to the actual insurance risk.

30. If the Insurer has concluded the contract through an authorized representative or at the expense of a third party, it is sufficient that the hidden circumstance was known to the Insurer or his authorized representative, respectively to the third party.

31. If at the conclusion of the insurance contract the circumstances under item 25 were not known to the parties, each of the parties may propose an amendment to the contract within two weeks from becoming aware. If the other party does not accept the proposal within two weeks of its receipt, the proposer may terminate the contract, of which he shall notify the other party in writing. If the contract is terminated, the Insurer shall reimburse the part of the paid premium, which corresponds to the unexpired term of the insurance contract.

32. In the cases under item 31 upon occurrence of an insurance event before the amendment or termination of the contract, the Insurer may not refuse payment of insurance indemnity or amount, but may reduce the insurance indemnity or amount, according to the ratio between the amount of the paid premium and the premium to be paid for the real insurance risk.

33. During the validity of the insurance contract the Insured shall be obliged to notify, immediately after becoming aware, the Insurer of all newly occurred circumstances, for which at the conclusion of the contract the Insurer has asked a question in writing. The non-fulfillment of this obligation shall have the consequences under item 29 of these General Terms and Conditions.

34. The termination of the insurance policy by the insurer under art. 24.2. of the present General Terms and Conditions shall be realized by means of a 30 (thirty)-day written advance notice sent to the policyholder. The contract shall be deemed terminated at midnight on the day on which the notice period expires. In this case, the insurer is obliged to return to the policyholder/insured (when an individual insurance was signed) part of the premium, in proportion to the remaining period of the contract.

35. The termination of the insurance policy by the policyholder under the procedure in item 24.2. of the present General Terms and Conditions shall happen by giving a 30 (thirty)-day advance notice in writing sent to the insurer. The contract shall be deemed terminated at midnight on the day on which the notice period expires. With the notice to the insurer, the policyholder shall send the original insurance policy as well, and the originals of any addenda issued to it. Notwithstanding the early termination of the contract, the period of the insurance for cardholders whose cards were issued or renewed within the period prior to the termination of the contract shall continue until 365 days from its start or the expiry of the validity term of the bank card, whichever circumstance comes first, provided that the full amount of the insurance premium due was paid. In the case of individual insurance, if as of the date of termination of the contract no insurance events have occurred for which a claim has been made to the insurer, the insured shall be entitled to a part of the premium proportional to the remaining term of the contract.

36.

37. The duration of the insurance contract shall be automatically extended for a subsequent one-year period in the event that a month prior to its expiration neither one of the parties has objected in writing against the automatic extension of the duration.

## **VII. INSURED AMOUNTS. LIMITS OF LIABILITY FOR THE INSURER**

38. The insured amount (the limits of liability for the insurer) for the individual risk items of the Present Terms and Conditions shall be subject to negotiation between the insurer and the policyholder/insured.

## **VIII. INSURANCE PREMIUMS. CONSEQUENCES OF DEFAULT ON INSURANCE PREMIUMS**

39. The insurance premium is the amount which the policyholder shall pay to the insurer and in exchange for it the insurer shall cover the risks agreed upon in the insurance policy.

40. The insurance premium shall be determined by the insurer under its schedule of rates in force as of the date of the signing of the insurance and the specific assessment of risk circumstances.

41. If, during the period of the validity of the insurance contract, the insurance risk increases or decreases significantly, either party may request a corresponding increase or decrease of the insurance premium or termination of insurance.

42. The insurance shall not take effect unless the premium was paid, and for deferred payments - unless the first installment was paid.

43. The insured shall be responsible for the payment of the insurance premium. If deferred payment of the insurance premium was agreed upon, the insured shall pay the appropriate specified deferred installments on the maturity dates indicated in the insurance policy.

44. In the case of non-payment of a deferred installment, the insurer may terminate the insurance contract.

45. The insurer may exercise its right under item 44 no earlier than 15 (fifteen) days from the day on which the policyholder, has obtained a written warning to fulfill its obligation to pay the deferred installments together with information about the consequences of default.

46. If the policyholder pays the deferred installment due after the maturity date specified in the policy, but prior to the expiration of the fifteen-day notice period under item 31, the insurance shall remain in force, with the terms and conditions under which it was concluded.

47. After the expiry of the fifteen-day period under item 45, and if the insurer has exercised its right under item 44, the insurance shall be terminated at midnight on the fifteenth day from the receipt of the warning by the policyholder/insured.

48. If an insured event occurred after the termination under item 33, an insurance payment for the event shall not be due.

## **IX. DEDUCTIBLE OF THE INSURED**

49. The administration and the size of the deductible of the insured under the individual risk items of the present General Terms and Conditions shall be subject to negotiation between the insurer and the policyholder/insured.

## **X. INSURANCE INDEMNITY. PROCEDURE, METHOD AND PERIOD FOR DETERMINING THE INSURANCE INDEMNITY**

50. The insurer shall pay the insurance indemnity, respectively, the insured amount, when an insured event occurs, under the terms and conditions of the insurance policy concluded.

51. The insurance indemnity shall not exceed the insured amounts agreed upon in the insurance policy under the individual risk items.

52. In the event of the occurrence of an insured event, the insured shall:

52.1. notify the insurer within seven days of the date of the event or of the return to the Republic of Bulgaria, by filing a written claim /using the insurer's template/;

52.2. provide the documents requested by the insurer which are related to ascertaining the event and the extent of the damage, by the deadline and in the format specified by the insurer, including:

52.2.1. a written claim /using the insurer's template/;

52.2.2. a copy of an identification document of the insured or of his/her parents, for persons under 18 years of age;

52.2.3. invoices/receipts verifying the use of the bank card by the insured;

52.2.4. the report for missing checked baggage, issued by the airline - in the event of lost or delayed baggage;

52.2.5. a photocopy of the ticket for the regular flight;

52.2.6. a written confirmation of the delay of the flight by the air carrier;

52.2.7. the death certificate and the certificate of heirs at law (for accidental death while traveling);

52.2.8. a copy of the expert decision of the Territorial/National Expert Medical Board determining the disability percentage - in the case of impairment or permanent disability;

52.2.9. copies of medical histories, medical reports, or other documents with a specific diagnosis, issued by the hospital where medical care was provided, proving the occurrence of the injury/illness;

52.2.10 documents certifying the circumstances of and reasons for the occurrence of the insured event, issued by the competent local authorities (police, court, hospital, etc., depending on the type of event);



- 52.2.11. original payment documents proving the type and amount of the expenses incurred in connection with the indemnity sought;
- 52.2.12. documents proving the rights of the insured on the stolen or damaged items (in the case of events under item "E");
- 52.2.13. other documents related to the insured event, requested by the insurer when this is necessary, for establishing all circumstances and reasons for the occurrence of the insured event.
53. All requirements of the insurer or its instructions, provided in writing, shall be obligatory for the insured. Their submission shall not mean recognition of the claim by the insurer, in terms of its ground or the amount.
54. Under Item "A" the insurer shall pay:
- 54.1. the insured amount agreed upon in favor of the legal heirs of the insured – in the event of death of the insured;
- 54.2. a percentage of the insured amount that corresponds to the percentage of the impairment or permanent disability in favor of the insured – in the case of impairment or permanent disability due to an accident.
55. The insured amounts under Item "A" shall be paid only for the biggest loss suffered by the insured as a result of a single insured event.
56. The insurer shall pay an indemnity under items "B", "B1", "B3" or "C", up to the insured amounts stipulated in the policy.
57. Under item 'B2', the insurer shall pay to the insured an indemnity which represents a daily allowance as described in the policy, for the number of days of hospital stay of the insured, for up to 3 (three) days total. In the case of a subsequent hospitalization due to the same cause within a period of less than 60 (sixty) days, the hospitalizations shall be considered as a single continuous period.
58. The insurer shall pay an insured indemnity under item "D", up to the amount of the limits of liability specifically agreed upon in the policy.
59. The insurer shall pay an insured indemnity under item "E", up to the actual value of the damaged property as of the date of the occurrence of the insured event, but no more than the insured amount per item or the total amount for the entire period of the insurance.
60. The insurer is liable for events under item "E" which occurred within 90 days from the date of the purchase of the property/goods for personal use, irrespectively of the place/country of their manufacture, purchase, use, as well as of the place of the occurrence of the insured event.
61. For items purchased by the insured through partial payment with the bank card, the total limit of liability of the insurer under item "E" shall be in such proportion as the amount paid with the card relates to the purchase price of the item.
62. Stolen or damaged items under Item "E" which are part of a pair or set shall be indemnified by the insurer to the amount of the total purchase price of the pair or set, or up to the amounts agreed upon in the policy, in the event that the items are unusable individually and are not interchangeable.
63. The insurer shall pay an indemnity under item "E" only to the extent that the burglary, robbery or damage by fire, natural disasters or vandalism of property were not covered by any other similar insurance on the property of the insured.
64. The insured indemnity shall be paid within 15 (fifteen) days from the submission of all documents which are necessary and required by the insurer.
65. The insured indemnity shall be paid in Bulgarian leva (BGN). The indemnity shall be paid in foreign currency in the cases where the amount due needs to be transferred outside of the country of the medical facility where the treatment was performed to the organizations which carried out the transportation of the insured or of the persons who provided legal assistance to the insured.

#### **X. SUBROGATION AND LIMITATION**

66. The insurer shall subrogate to the rights of the insured against any third party responsible for the occurrence of an insured event that caused damage to the insured, up to the amount of the insurance indemnity paid.
67. The rights under the insurance contract under Items "B", "B1", "B2", "B3", "C" and "E" shall be barred after three years from the date of occurrence of the insured event, and under Items "A" and "D"- after five years from the date of the event.

#### **XI. ADDITIONAL PROVISIONS**

68. The insurer shall undertake to process all personal data provided to the insurer in connection with the insurance contract, in accordance with the provisions of the Personal Data Protection Act and the General Regulation on Data Protection (EU) 2016/679.
69. Wherever the terms of the present General Terms and Conditions are defined in days, these shall be calendar, not working days. When deadlines are on non-working days, the insured shall make the notifications about them on the next working day, at the latest.
70. All matters and disputes arising from the effects and interpretation of this insurance shall be resolved through negotiations between authorized representatives of the parties. In the event of failure to reach agreement between the parties in the negotiation process, the disputes shall be resolved by the competent court. Disputes of the insurer with domestic or foreign persons shall be within the jurisdiction of the courts in the Republic of Bulgaria. The applicable law shall be the Bulgarian one.
71. The section titles in these General Terms and Conditions shall be only indicative, in view of their systematization, and, on the basis of them, conclusions cannot be drawn about the presence or absence of a right or obligation of one of the parties, nor can any system be obtained about the relations between the parties to the insurance contract if these conclusions were not based on a specific item of the present terms and conditions.
72. Any amendments to the insurance policy concluded shall be made by mutual agreement of the parties. For an amendment, an addendum to the policy shall be issued which shall be signed by the insurer and the policyholder and shall be an integral part thereof.
73. Special Terms and Conditions may be issued to the General Terms and Conditions under which the insurance contract was signed. In this case, the general terms and conditions shall apply to the extent that in the special terms and conditions it has not been provided otherwise.
74. The insurance policy, the present terms and conditions and the special terms and conditions issued to them and/or addenda (if any were issued), together, constitute the insurance contract and are integral parts of the latter.
75. All notices and other communications required under the present General Terms and Conditions shall be in writing and shall be sent to the recipient. All notices or other type of correspondence should be duly delivered to the recipient to the address indicated in the policy. In the cases where the recipient has failed to notify the insurer of his/her new address, regardless of the reason for the change or for not occupying for more than 30 days the address specified in the policy, all written correspondence sent by the insurer to the address specified in the policy shall be deemed to have been submitted with all consequences.
76. For any matter not addressed in the policy or the present General Terms and Conditions, or the addenda or special terms and conditions issued to them, the provisions of the Insurance Code, the Commercial Law, the Law on Obligations and Contracts and the other Bulgarian legal regulations shall apply.

77. These general terms and conditions were adopted by a decision of the Management Board of "Generali Zastrahovane" AD with Minutes No. 48 of 4<sup>th</sup> July 2011, Minutes No. 90 of 9<sup>th</sup> December 2013 and Minutes No. 19 of 12<sup>th</sup> May 2020 and in force as of 1<sup>st</sup> June 2020.