



SPECIFIC TERMS AND CONDITIONS OF INSURANCE

Purchase Protection / Extended warranty / Best Price Protection for eligible Mastercard cardholders

General provisions

- Article 1.
1. These Specific Terms and Conditions of Insurance, hereinafter referred to as **STC**, apply to the insurance contract concluded between INTER PARTNER ASSISTANCE, S.A., member of the AXA Group, with its registered office at 166 avenue Louise, 1050 Brussels, Belgium, registered with the Commercial Register administrated by the Greffe de Tribunal de commerce de Bruxelles under registration number 0415591055., and Mastercard Europe SA, Belgian company registered with the Commercial Court in Nivelles, Belgium (number in the Register of Entrepreneurs: RPR 0448038446), with registered office in: 198/A, Chaussée de Tervuren, 1410 Waterloo, Belgium hereinafter referred to as the Policyholder.
 2. The insurance contract is concluded on someone else's behalf. The provisions of these STC shall apply accordingly to the person for whom the insurance contract has been concluded, hereinafter the "Insured", from the date of the adherence to the insurance agreement.

Definitions

Article 2. The terms used in these STC and other documents associated with the insurance contract will have the following meaning:

1. **Failure** - inability to use Electronics / Household Appliances caused by sudden and unforeseen cessation of the correct operation of an element or assembly of Electronics / Household Appliances, causing its improper operation or total immobilization due to internal reasons or material defects that is not caused by direct human activity and is not the result of the use of Equipment in a manner inconsistent with the instructions manual.
2. **Certificate** - a document which confirms the fact of joining the insurance contract.
3. **Card** - an active Mastercard consumer card Gold, Platinum, World or World Elite, or Mastercard Commercial, all debit or credit, issued by any financial institution based in Romania.
4. **Insurance Agreement** - bilateral document through which the Contractor undertakes to pay the insurance premium to the Insurer in exchange for the latter taking over the insured risk.
5. **Insurance Document** - the insurance agreement, any policy, certificate or other document issued by or on behalf of the Insurer as a confirmation of the conclusion of an insurance agreement under these STC.
6. **Natural Disaster** - destructive effects of the forces of nature, i.e. fire, lightning strike, gale, hail, hurricane, flood, inundation, avalanche, landslide, volcanic eruption, earthquake.
7. **Customer** - Policyholder, Insured, beneficiary and person seeking insurance cover, being a natural person, legal person or company not possessing a legal personality.
8. **Theft with burglary** - attempt to seize or seizure carried out by a third party in order to steal a movable property from the possession or detention of the Insured, without his consent, in order to misappropriate it, by breaking-in, i.e. entering locked premises, by unlawfully breaking security devices or another security obstacle using force.
9. **Place of residence** - a flat or a single-family residential building on the territory of Romania in which the Insured resides permanently, as per his statement.
10. **Sudden illness** - sudden health disorder, which, due to its nature, poses a direct threat to life or health and requires immediate, necessary treatment.
11. **Relative** - spouses, children, parents, legal guardians, in-laws, siblings, grandparents, grandchildren, son-in-law, daughter-in-law, stepfather, stepmother, stepdaughter and cohabiting couples.
12. **Complaint** - Client's request addressed to the Insurer, in which the Client raises objections regarding services provided by the Insurer, directed by the Customer to the Insurer.

13. **Robbery** - theft committed by a third party using violence or threats against the Insured or by putting the Insured in a state of unconsciousness or inability to defend himself, as well as theft followed by the use of such means to preserve the stolen property or to remove traces of crime or for the third party to secure the escape.
14. **Electronics / Household Appliances or Equipment** - electronics / household appliances purchased by the Insured as On-line purchase for personal use.. The insurance only covers Electronics / Household Appliances purchased as brand new, with a manufacturer's warranty not shorter than 24 months from the date of purchase. For the purposes of these STC, Electronics / Household Appliances shall also mean smartphones, computers, laptops, tablets, monitors, printers and scanners.
15. **Insured** - a natural person who is a card user and joined the insurance contract. For commercial cards, represents the natural person, SME entrepreneur who is a card user and joined the insurance contract
16. **Beneficiary** - a person entitled to receive the insurance benefit in the event of the Insured's death indicated personally by the Insured. If the Beneficiary is not appointed, the benefit is due to the statutory heirs of the Insured in the order and amount consistent with the principles of statutory succession.
17. **On-line purchase** - acquisition paid in full (100% of the price) with the Insured's Card via a website through which the sale is carried out by an entity registered in the EU, the United Kingdom, Norway or Switzerland.
18. **Insured event** - event covered by the insurance which occurred during the insurance period, on the basis of which the Insurer's obligation to pay an insurance benefit to the Insured or a third party arises in accordance with the provisions of these STC.

Joining the insurance contract

1. The Insured joins the insurance contract by granting his consent therewith via the Policyholder. This fact is confirmed by the Certificate.
2. The Policyholder must hand over the STC to the Insured before the Insured joins the insurance contract and the Policyholder must provide information about the provisions of the insurance contract to the Insured to the extent to which they relate to the Insured's rights and obligations.

Insurance premium

1. The Insurer specifies the value of the insurance premium on the basis of the rates in effect on the day the insurance contract is concluded.
2. The insurance premium is payable according to the insurance contract.
3. The obligation to pay the premium encumbers the Policyholder.

Insurance period

1. The insurance period begins on the day the Insured joins the insurance contract and the Certificate is issued to the Insured and it lasts one year.
2. If the Insured renews the insurance during the current insurance period, the new insurance period shall commence on the day following the end of the current insurance period.
3. The Insurer's liability:
 - a) in case of Purchase Protection: it commences at the time of On-line purchase of the goods using the Card and ends 30 days after the date of purchase;
 - b) in case of Extended Warranty: it commences on the day following the end of the manufacturer's warranty for Electronics / Household Appliances, i.e. after 24 months from the date of purchase and lasts for a period of 12 months;
 - c) in case of Best Price Guarantee: it commences at the time of On-line purchase of the goods using the Card and ends 30 days after the date of purchase;
4. Each Insured can be covered by the above types of insurance multiple times.

5. In case of the Card restriction, the insurance cover for the newly issued Card instead of the restricted Card does not require re-submission of the declaration and continues uninterrupted, if the Card issued in place of the restricted one is activated at the latest in the calendar month following the Card's restriction.

Sum insured

1. The sum insured is the amount constituting the upper limit of the Insurer's liability for losses arisen during the insurance period.
2. The sum insured comprises the following costs:
 - a) In case of Purchase Protection: EUR 1500;
 - b) In case of Extended Warranty: EUR 1500;
 - c) In case of the Best Price Guarantee: EUR 1500.

Article 6. Subject matter and coverage

1. The subject of the insurance is material damage sustained by the Insured in connection with an On-line purchase made during the insurance period:
 - a) in case of Purchase Protection: loss or damage as a result of loss or damage of an item for private use (including gifts) obtained through an On-line purchase using a Card.;
 - b) in case of Extended Warranty: as a result of the failure of Electronics / Household Appliances; two events are insured per year for each Insured;
 - c) in case of the Best Price Guarantee: as a result of the disclosure of a possible purchase of an item identical to the item obtained through an On-line purchase at a lower price.
2. The insurer pays the benefits appropriate for a given type of cover after the occurrence of an Insured event in the insurance period.

Determination of the legitimacy of the claims and the value of the benefits

Article 8. The insurer pays the benefit as:

- 1) In case of Purchase Protection:
 - a) cover the replacement cost of a damaged or stolen item,
 - b) reimburse the cost of repairing the damaged item,
 - c) reimburse the cost of the lost item,
 up to the maximum limit of the sum insured EUR 1500
- 2) In case of Extended Warranty:
 - a) cover the cost of repairing the Insured Electronics / Household Appliances after a Failure or
 - b) cover the cost of purchasing new Equipment with a technical specification similar to the Insured Electronics / Household Appliances (only if the repair cost of the insured Electronics / Household Appliances exceeds the original purchase price) or
 - c) reimbursement of the original purchase price of the Insured Electronics / Household Appliances (only if the cost of repairing the Insured Electronics / Household Appliances exceeds the original purchase price, and replacement equipment of a similar technical specification is not available in the given price range),
 the benefits are paid up to the value of the original purchase price of the Insured Electronics / Household Appliances, however, up to the maximum limit of the sum insured, EUR 1500 (including expert opinion expenses), for which up to two events per year are insured per one Insured;
- 3) In case of the Best Price Guarantee:
 - a) covering the difference between the price paid by the Insured for the covered item and the selling price of an identical item (identical in terms of year of production, brand, model, name or brand of the seller or manufacturer and accessories) in any other online store through which the sale is carried out by an entity registered in the EU, the United Kingdom, Norway or Switzerland, provided that the information about the difference in price will be disclosed within 30 days from the date of purchase, and the difference will be at least EUR 50.
2. Determining the legitimacy of claims and the amount of benefits due is carried out on the basis of full documentation submitted by the Insured.
3. At the request of the Insurer, if the documents indicated in these STC prove to be insufficient, the Insured will be required to submit other documents necessary for determining the legitimacy of the claims and the benefit amount.
4. The Insurer is obliged to pay the benefit within 30 days from the day on which the occurrence of the Insured event is reported and the complete set of supporting documents regarding the Insured Event is delivered. If the Insured does not present the required documents and the Insurer could not determine exactly the causes and circumstances in which the Insured Event occurred, as well as the consequences of its occurrence, the Insurer reserves the right to refuse to pay the insurance indemnity.

5. If it is impossible to clarify the circumstances necessary to determine the Insurer's liability or the value of the benefit within the above deadline, the benefit will be paid within 14 days from the day on which, taking all due care, it became possible to clarify those circumstances. The undisputed part of the benefit, considering the documents submitted, will be paid by the Insurer within the deadline stipulated in par. 4 of this Article.
6. If the benefit is not due or is due in a different amount from the one specified in the claim, the Insurer will inform the claimant in writing, indicating the circumstances and legal basis justifying total or partial refusal to pay the benefit.
7. The benefit is paid in EUR. The conversion into EUR of expenses incurred in foreign currencies is made at the average Romanian National Bank exchange rate binding on the day the benefit payment decision is issued.

Procedure for loss events

1. The Insured is obliged to notify the Assistance Center immediately after the Insured event using a 24/7 telephone number +40 317 309 941.
2. The Insured is obliged, as far as possible, to prevent the loss from increasing and to limit its consequences.
3. In case of Insured's death, the Beneficiary is obliged to submit an abbreviated death certificate of the Insured, a decision indicating the inheritance and a complete set of documents which confirm the Insured event.
4. Depending on the type of Insured event, the claim should contain documents confirming the legitimacy of the claims, including:
 - 1) completed and signed loss notification report, containing a description of the circumstances of the Insured event;
 - 2) confirmation of purchase of the items related to the reported Insurance Event with the Card;
 - 3) police report or protocol drawn up by another institution in case of events which required the intervention of the given authorities;
 - 4) other documents depending on the type of Insured event which are demanded by the Assistance Center.
5. The claim may also be sent by post to the Insurer's address: assistance@coris.ro
6. The Insurer reserves the right to examine the items which were affected by the reported Insured event, to submit them for appraisal by the appraiser, and in the event of a repair of the Insured Electronics / Household Appliances - to choose the repair shop.

Exclusions of liability

1. The Insurer shall not be liable if the Insured does not comply with the claims reporting procedure, Help Center guidelines during the loss adjustment process and does not cooperate or does not submit documents to which he is obliged under these STC, in so far as it was justified for determining the Insurer's liability.
2. The Insurer is not liable for events resulting from:
 - a) intentional actions of the Insured or his/her cohabitant;
3. gross negligence of the Insured, unless the payment of the benefit in these circumstances complies with the rules of equity; Moreover, the insurance does not cover cases where the event was known at the time of joining the insurance contract.

Article 10 A. Specific exclusions of liability - Purchase Protection

The Purchase Protection Insurance does not cover the following:

- 1) items left unattended in a public place;
- 2) means of transport, excluding wheelchairs, strollers and bicycles;
- 3) travel tickets and event tickets, cash, cheque books, payment cards and other similar documents, securities and prints of monetary value, keys, precious metals and items made from them, non-embedded pearls and precious stones, watches;
- 4) collections and items having a collector's value, antiques, numismatics, art items, items of cultural and historical value, manuscripts, musical instruments;
- 5) tobacco products and alcohol, intoxicants and psychotropic substances;
- 6) weapons and ammunition;
- 7) electronic devices and equipment used for business purposes;
- 8) items protected by copyrights and industrial property rights;
- 9) plans and design projects, prototypes and image, sound and data media including their contents;
- 10) damage to items resulting from normal wear and tear;
- 11) defects and malfunctions of electrical equipment resulting from operation or effects of electricity;
- 12) confiscation, seizure of or damage to objects caused by customs authorities or other state authorities;
- 13) losses not reported to competent institutions (police) within 48 hours of detection of the loss, excluding situations where the health condition of the Insured objectively did not allow it to observe that deadline.

Article 10 B. Specific exclusions of liability - Extended warranty

1. The Extended Warranty insurance does not cover the losses:
 - 1) directly caused by theft with burglary or robbery, loss,
 - 2) caused by fire (if the source of damage arose outside the insured Equipment) and the following elements: earthquakes, floods, hurricanes,
 - 3) resulting from any disturbance in the functioning of the electricity, gas or water and sewage network, excluding the effects of power surges,
 - 4) resulting from the use of the insured equipment in a manner inconsistent with the instruction manual,
 - 5) resulting from tests or maintenance inconsistent with the manufacturer's instructions,
 - 6) resulting from the use of additional equipment other than the equipment recommended by the manufacturer,
 - 7) resulting from the independent modification of the Electronics / Household Appliances,
 - 9) caused by insects or rodents,
 - 10) resulting from the installation and repairs made by unauthorized persons,
 - 11) resulting from a product defect (in particular of the entire series, model) ascertained by the manufacturer or importer whereby the manufacturer or importer of said equipment is bound to remove such defects.
2. The Extended Warranty insurance does not cover:
 - 1) events consisting in the loss of data or software of the equipment (this exclusion does not apply to operating systems required to use the equipment),
 - 2) events consisting in the loss or damage of only one battery,
 - 3) damage caused by manual incorrect connection to the electricity / gas network of the following equipment: gas / electric / induction stove, oven, electric / induction / ceramic hob, unless it had no impact on the damage,
 - 4) damage caused by the use of Electronics / Household Appliances, rust, corrosion and oxidation, which do not affect the functioning of the insured equipment, unless the above changes are due to losses covered by the insurance,
 - 6) maintenance costs of Electronics / Household Appliances,
 - 7) installation costs of Electronics / Household Appliances, however, this exclusion does not apply if the assembly is performed by a service repair worker in case of equipment repaired as part of the loss, which was not a total loss,
 - 8) replacement of the following parts subject to wear and periodic replacement in relation to the operation of the insured equipment: batteries, light bulbs, accumulators, projector lamps, filters, gaskets, ink containers, unless the replacement need is caused by an insured loss,
 - 9) repair of aesthetic damage, dents, scratches, discoloration and other which do not affect the functioning of the equipment, unless the above changes are the result of an insured loss,
 - 11) cost of equipment damage incurred during transport from the store to the place of residence (not applicable to portable equipment),
 - 12) cost of delivery of damaged equipment to the repair point and cost of collection of repaired or not repaired equipment from the repair point which performs the repair under the insurance contract (the exclusion does not apply to equipment weighing more than 10 kg, built-up equipment),
 - 14) faults caused by the operation of computer viruses, computer software or malfunctioning due to the above-mentioned factors,
 - 15) defects of plasma and LCD screens, which consist in the fact that one or more pixels stops to shine (a black spot always visible on the screen) or one or more pixels does not stop shining (a colorful point always visible on the screen), unless the number of defective pixels exceeds or is equal to the number admissible in accordance with ISO 13406-2 of 2001,
 - 17) events for which the producer, the seller or the repair point are responsible under the legal regulations or contractual provisions (e.g. manufacturer's warranty, warranty).

Article 10 C. Special exclusions of liability – Best Price Guarantee

1. The Best Price Guarantee Insurance does not cover:
 - 1) items of a value not lower than EUR 50,
 - 2) items purchased at a discounted price outside from entities registered outside the EU, the United Kingdom, Norway to Switzerland,
 - 3) situations in which the price difference cannot be proven,
 - 4) items sold within one store chain,
 - 5) items used before the purchase, converted, coming from the secondary market or purchased illegally by the Insured,
 - 6) services and any intangible items,
 - 7) cash, travelers' checks, tickets, documents, currency, negotiable instruments, various types of shares, gold bullion, silver and gold,
 - 8) works of art, antiques, furs, numismatics, stamps and collectibles,
 - 9) jewelry, noble metals and gemstones,

- 10) items purchased on a special order, auction items, including auctions held on the Internet and in TV channels,
 - 11) animals, live plants or other living organisms,
 - 12) fuel,
 - 13) garage door drives and alarms,
 - 14) all types of motor vehicles, vessels, caravans, tractors, hovercraft, airplanes and accessories and parts thereof, as well as consumables necessary for their use and maintenance,
 - 15) items intended for business, professional or commercial purposes,
 - 16) clothes,
 - 17) holidays or excursions,
 - 18) land, real estate, buildings or flats,
 - 20) items purchased in connection with the business termination, post-season sales or cash sales,
 - 22) medical equipment or devices related to health, optical, dental or pharmaceutical care,
 - 23) fees related to taxes, delivery, shipment, reloading or other administrative fees,
 - 24) incorrectly priced items, errors or omissions.
2. The Best Price Guarantee Insurance covers only those claims not covered by other low-price guarantees, insurance or compensation policies, subject to certain limits of liability.

Recourse claims

1. As at the day of payment of the benefit (compensation) by the Insurer, the Insured's claims against the third party responsible for the loss pass onto the Insurer up to the amount of the benefit paid (compensation). In a situation where the Insurer covered only a part of the loss, the Insurer has priority of satisfaction of claims before the Insured's claims with regard to the remaining part. The Insured's claims referred to in par. 1 of this Article against persons with whom the Insured lives in the same household or for which he is responsible are not transferred to the Insurer, unless the perpetrator caused the loss intentionally.
2. The Insured is bound to assist the Insurer in pursuing claims for compensation against persons responsible for the loss by providing all necessary information and documents and to make it possible to take actions necessary to pursue recourse claims.
3. If the Insured, without the Insurer's consent, waived the claim against the third party responsible for the loss or agreed to its reduction, the Insurer may reduce the payment (compensation) accordingly and the Policyholder is not entitled to a refund of the insurance premium.
4. If the waiver or the reduction referred to in par. 3 of this Article was disclosed after the payment of the benefit (compensation), the Insurer has a right to demand the Insured to return part or all of the paid benefit (compensation).

Complaints and court disputes

1. The complaint procedure defines the rules of filing and examining the Customers' Complaints concerning the services rendered by the Insurer. Complaints are filed in written form:
 - a) in person at the Insurer's registered office;
 - b) by post to the address of the Insurer's Representative:

CORIS Assistance
Bulevardul Regina Maria 36-38,
RO-040125 Bucharest;
 - c) electronically to the e-mail address assistance@coris.ro
2. The Complaint should contain the following data:
 - 1) the Customer's first and last name;
 - 2) the Customer's full correspondence address, or
 - 3) e-mail address to which the reply should be sent;
 - 4) indication of the insurance contract which the Complaint concerns;
 - 5) description of the problem being reported as well as the subject and circumstances justifying the Complaint;
 - 6) actions expected by the Customer;
 - 7) if the Customer expects that the reply be sent by electronic mail – the Customer's request in this regard.
3. If, during the process of examining the Complaint, it becomes necessary to obtain additional information associated with the Complaint, the Insurer will inform the Customer about this so that the Customer may send in all data and information being requested by the Insurer within the scope and for the purpose of examining the Complaint.
4. The Insurer will reply without unnecessary delay, not later though than within 30 days from receiving the Complaint. To observe the deadline it is sufficient to send the reply before the deadline is up.
5. In particularly complicated cases which make it impossible to consider the Complaint and to reply to it within the deadline referred to in par. 10, the Insurer:
 - 1) explains the reason for the delay;

- 2) indicates the circumstances which must be clarified in order for the case to be examined;
 - 3) indicates the anticipated date by which the Complaint will be examined and a reply given
6. The Insurer's reply will be sent to the postal address indicated in par. 2 item 2), unless the Customer asked that the reply be sent by electronic mail, in this case the reply will be sent electronically to the e-mail address indicated in par. 2 item 3).
 7. If the Complaint could not be resolved following a complaint addressed directly to the insurer in accordance with the procedure mentioned above, the insured / contractor / beneficiary / injured party:
 - may address the Alternative Dispute Resolution Entity in the non-banking financial sector (SAL-FIN), in accordance with the provisions of Ordinance no. 38/2015 on Alternative Dispute Resolution between Consumers and Traders, and Regulation no. 4/2016 on the organization and functioning of the Alternative Dispute Resolution Entity in the non-banking financial sector (SAL-FIN),
 - may apply to an authorized mediator in accordance with the provisions of Law no. 192/2006 regarding the mediation and organization of the mediator profession.
 - may address for resolution of the consumer complaints and notifications arising from the conclusion and execution of distance contracts on financial services to the National Authority for Consumer Protection at telephone number 021/9551 or link for filing complaints: <http://reclamatii.anpc.ro/Reclamatie.aspx>;
 - may address to the Financial Supervisory Authority at telephone number 08 00 82 56 27 / +40216681208 or at email address office@asfromania.ro.
 8. The Insured / Beneficiary / Policyholder may file a lawsuit regarding the settlement of the claim for damages in connection with an Insurance Document at the competent court in whose district the Client's domicile / residence / headquarters is located.

Final provisions

- Article 13**
1. All statements, notifications and requests related to the content of the insurance contract shall be submitted to the Insurer in writing under the sanction to be disregarded.
 2. Romanian language applies in all contacts and correspondence with the Insurer, regardless of the place of occurrence of the Insured event.
 3. The insurance contract covered by these STC is governed by Romanian law.
 4. These STC apply to the Insured who joined the insurance contract after 01.04.2021.
 5. The Insurer has the right to transfer its rights and obligations from these STC and the Insurance Document to another insurer, and the Insured, by signing these STC and the Insurance Document, consents unconditionally and irrevocably to this transfer. The Insured has no right to assign or transfer the rights and obligations under the Insurance Document without the prior written consent of the Insurer.

The Policy holder / Insured declares that he has received with sufficient time in advance and in a complete form:

- a) these STC, he has read them carefully and understood each provision;
- b) all information regarding the main identification details of the Insurer;
- c) all information regarding the object of the service provided by the Insurer according to STC, its price and all costs, its duration, the right to unilaterally terminate or the right to terminate for cause, exclusions of liability, period for which this information is valid, applicable law and the competent court, the language in which the agreement is concluded, as well as all information that has been reasonably requested by the Client;
- d) information on judicial and extrajudicial means to resolve disputes between the parties.

In the application of art. 1202 and art. 1203 of the Civil Code, the Policy holder/Insured declares that he agrees with these STC, confirms that the provisions of the STC have been discussed and negotiated and that he expressly agrees with all the provisions of the STC, including but not limited to, the clauses on limitation of liability, unilateral termination of the STC, possibility to suspend the performance of the obligations, forfeiture of rights or benefit of the term, limitation of the right to invoke exceptions, limitation of contractual freedom, tacit renewal of the contract, applicable law and choice of competent court.