

## 1. DEFINITIONS

**Policyholder** – a person, who concludes an **Insurance Agreement** with the **Insurer** and pays **Insurance Premium**;

**Insured** – citizen of Georgia, who is under 75 years of age, in favor of whom **Policy Holder** paid **Insurance Premium** and who is indicated in the corresponding **Insurance Policy** by the **Policyholder**;

**Insurance Policy (Policy)** – online/electronic document issued by **Us** which certifies **Insurance Agreement** conclusion in accordance with the given Terms and reflects specific conditions of the present insurance;

**Insurance General Terms** – the given terms available on the relevant electronic address, which **you** have accepted while buying your insurance;

**Insurance Agreement** – online/electronic document, which regulates relations, rights and obligations arisen between **you** and **us** in connection with present insurance and which includes **Insurance Policy** and the given **Terms**;

**Assistance** – **Our** partner, specialized service Provider Company, envisaging 24-hour telephone consultations, medical service organization and relevant assistance; SAVITAR GROUP, + 7 495 987 17 75, + 49 302 178 25 34;

**Insured Event** – event which occurred during **Covered Days**, which is covered under the present insurance and the occurrence of which will give rise to **our** obligation to indemnify the loss in compliance with the present terms;

**Trip** – **Insured's** journey within the **Covered Territory**:

- during the time period indicated in the **Policy** up to a maximum of 365 days (for Single Trip Policies);
- during that days, which take place entirely during the **Period of Insurance**, which are covered by the insurance and total number of which is indicated in the **Insurance Policy** (for Multi Trip Policies)
- Note 1: If **you** travel for more than the number of **Covered Days** indicated in the **Insurance Policy**, **You** will not be covered after the last day envisaged by the **Policy** is expired.
- Note 2: Trip must commence and end in Georgia.

**Pre-Existing Condition** – any medical condition for which symptoms appeared or for which an **Insured**, or an **Insured's Family Member** sought the attention of a doctor, had investigated, diagnosed or treated, had treatment or further investigation recommended or for which medication was prescribed or altered, in the 12 months prior to the **Policy** and/or **Trip** purchase date;

**Doctor** – an independent physician/specialist having relevant certificate/license, who is recognized by the law of the country where treatment is provided and who, in rendering such treatment is practicing within the scope of his/her license and training, and who is not related to **any Insured** by blood or by marriage;

**Online/Electronic Application (Application)** – the questionnaire to be filled in by **you** on our website in the form approved by **us**, comprising information necessary for **Insurance Agreement** conclusion. The questionnaire shall be filled in online prior issuance of **Insurance Policy** and represents a necessary precondition for execution of the **Insurance Agreement**. **Policyholder** is fully responsible for information accuracy, provided in this questionnaire. If insurance is obtained directly at the **Insurer's** Office, the insurance is executed on the basis of the documentation, submitted by the **Insured** without filling in the questionnaire.

**Insurance Period** - period, indicated in the respective **Insurance Policy**.

**Covered Day** (does not apply to the TRIP CANCELLATION for which definition is given in the Special Definitions paragraph of such Cover) – any day which take place during the **Insurance Period** and during which insurance cover is in force. The number of **Covered Days** is indicated in the respective **Insurance Policy**;

**Limit per Insured (Limit)** – the amount defined in the **Insurance Policy**, which represents the upper limit of **Insurance Indemnification** to be paid by **us** to each **Insured** in total under all insurance covers envisaged by the **Insurance Policy**;

**Sub-limit per Insured (Sublimit)** – the amount defined in the **Insurance Policy**, which represents the upper limit of **Insurance Indemnification** to be paid by **Us** to each **Insured** under one particular insurance cover in total. The **sub-limit** applies within the **Limit** and not in addition thereto.

**Covered Territory** (does not apply to the TRIP CANCELLATION for which definition is given in the Special Definitions paragraph of such Cover) – the territorial area/country out of boundaries of Georgia, which is indicated in the **Insurance Policy**;

**Deductible** – the part of the loss arisen out of **Insured Event** which is defined in the **Insurance Policy** and which is not subject to indemnification by the **Insurer** (represents the **Policyholder/Insured's** liability);

**Insurance Premium (Premium)** – the amount to be paid by **you** for purchase of the insurance in one installment. The **Insurance Policy** shall not be issued until **Insurance Premium** is paid.

**Insurance Indemnity/Indemnification** – the sum paid out by us upon the occurrence of an **Insured Event** in accordance with the insurance terms and conditions;

**Rights of Subrogation** – transfer of **your** right to make a claim to the third person by **you/Insured** to **Us** and rendering assistance in terms of completion of all the necessary documents and implementation of relevant procedures;

**We, Our** – Insurer, Insurance Company Aldagi;

**You, Your** – Policyholder or Insured (in line with context);

**Party/Parties** – Policyholder/Insured and Insurer;

## 2. SPECIAL CONDITIONS

2.1. The cover under the Single **Insurance Policy** applies to one scheduled **Trip** only.

2.2. In case if **Insurer** sees necessary, a doctor-expert authorized by the **Insurer** is entitled to examine **Insured** and study the clinical record;

2.3. The present insurance shall be effective only if the **Policy** is issued prior to the moment of commencement of **Trip** by the **Insured**. This restriction shall not apply to the new **Policy** (with the same or less extent of insurance cover), which is bought in order to extend the **Period** of the **Insured's** existing Travel Insurance **Policy** due to the fact of prolongation **Trip** duration by the **Insured**, provided always that such new **Policy** is issued within the period during which the insurance cover under already existing **Policy** is in force and at the moment of such issuance there are no known or reported losses under the mentioned existing **Policy**.

2.4. The given insurance shall be effective only for the **Insured Events**, which occurred during the **Covered Days** and within the **Covered Territory** as indicated in the **Insurance Policy**.

2.5. The present insurance applies to the loss, arisen due to sudden and unexpected causes or events only. This insurance does not cover causes or events that, on the date of purchase, are either known or should reasonably be known to **Insured**.

## 3. MAIN INSURANCE COVER

### MEDICAL EMERGENCY CARE AND REPATRIATION

3.1. If **Insured Event** occurs because of **Insured** suffers sudden and unexpected bodily injury or illness or he/she dies during the **Trip**, we provide 24-hour informational-consulting service and we will pay up to the amount of **Sub-limit** per each **Insured** as shown in the Policy:

- Emergency Medical Assistance Expenses;
- Urgent Out-patient Treatment cost;
- Emergency Hospital Treatment cost;
- Urgent Dental Treatment cost;
- Emergency Ophthalmic Treatment cost;
- Cost of Repatriation of an **Insured**;

**We** reserve the right to limit payment to what medical expert, authorized by us, deems to be reasonable.

The decision on repatriation of sick/injured **Insured's** shall be made by medical expert authorized by **us** on the basis of consultation with the doctor in charge. If **our** medical expert advises a date when it is feasible and practicable to repatriate **you**, but you choose instead to remain abroad, **our** liability to pay any further costs under this cover will be limited to what **we** would have paid if **your** repatriation had taken place.

For those, who for the moment of Policy issuance has reached the age of 70 years (or more) the 50% Co-insurance clause is in force and Insurance Indemnity will be paid up to the Sub-limit shown in the Policy in amount of 50% of the reimbursable amount (after Deductible).

3.2. Special Terms for Main Cover:

**Urgent situation** - worsening of the state of health as a result of an accident or sudden and unexpected illness (which is not in the list of exclusions), which definitely needs certain urgent medical assistance;

**Emergency Medical Assistance** - the service rendered to the **Insured** by the emergency assistance crew on-site as a result of an accident or unexpected illness and/or transportation of the **Insured** to the nearest hospital where adequate medical assistance can be provided to him/her;

**Urgent Out-patient Treatment** - medical service rendered to the **Insured** in **Urgent Situation**, which by the medical evidence does not require staying at the **Medical Institution** for more than 24 (twenty four) hours;

**Emergency Hospital Treatment** - medical service rendered to the **Insured** in **Urgent Situation**, which by the medical evidence requires staying at the **Medical Institution** for more than 24 (twenty four) hours;

**Bed-Day** - the calendar day that shall be calculated from the moment of putting into a medical institution and duration of which is 24 hours. Besides, if the last day of service does not consist 24 hours, it shall be deemed a bed-day only in the case if the medical service was carried out uninterruptedly;

**Urgent Dentistry** - acute tooth-ache relief and urgent tooth extraction in compliance with the diagnosis;

**Emergency Ophthalmic Treatment** - medical service rendered to the **Insured** in case of acute eye trauma;

**Repatriation** - sick, injured **Insured's** (in case of death - corpse of the **Insured**) air or auto transportation (in case of death of the **Insured**, it is also involves the cost of the service(s) necessary for transportation of the deceased and the cost of coffin) to the nearest international airport of Georgia or the check-point nearest to the territory of Georgia;

**Death of the Insured** - death of the **Insured** caused by an **Accident** or any other natural reason (which is not in the list of exclusions);

**Medical Institution** - a medical institution that is licensed and is operated in the territorial area/country pointed out in the **Insurance Policy**, which, in compliance with the legislation of a corresponding country, is authorized to carry out certain medical activities;

**Accident** – a sudden, unexpected, unintended and unforeseeable event, caused by apparent external force(s) and procuring **Death of the Insured** or injury, which causes the **Insured's** disability and/or deterioration of his/her health condition;

### 3.3. Main Cover Exclusions

The Insurance Policy does not cover:

- 3.3.1. indemnification of diseases which do not prevent **Insured** from continuing the **Trip**;
- 3.3.2. indemnification of the medical service provided without **our** confirmation;
- 3.3.3. indemnification of treatment which, in the opinion of **our** medical expert, can reasonably be delayed until **Insured's** return to Georgia;
- 3.3.4. indemnification related to any kind of injury caused by pandemic, epidemic, pollution or natural calamities;
- 3.3.5. illness or injuries sustained while under the influence of drugs, medication, alcohol, psychotropic substances and/or other intoxicants, also, the costs caused as a result of toxic effect of the medicines not prescribed by a **Doctor**;
- 3.3.6. indemnification caused by injuries resulting from illegal actions, intentionally self-inflicted injury, suicide or any attempt thereat;
- 3.3.7. indemnification of any medical cost related to Pre-Existing Condition, chronic diseases, the **Insured's** inherited physical or mental defects;
- 3.3.8. indemnification caused by mental, nervous or emotional disorders, diseases;
- 3.3.9. indemnification related to oncologic diseases and/or their complications;
- 3.3.10. indemnification related to pregnancy, childbirth and/or their complications; but the cost of emergency medical services related to extra uterine pregnancy shall be subject to indemnification;
- 3.3.11. indemnification related to contraception, investigation and treatment of infertility;
- 3.3.12. indemnification of the diseases which have been revealed prior to travelling of the **Insured** and treatment of which has not been carried out or has not been completed at the moment of travelling abroad;
- 3.3.13. indemnification related to treatment of AIDS, Sexually Transmitted Diseases, B and C hepatitis and their complications;
- 3.3.14. accidents caused by needless and/or voluntary self-exposure to peril except in an endeavor to save human life;
- 3.3.15. indemnification of alternative (traditional and/or non-traditional) medicine, acupuncture, plasmapheresis, ozone therapy, homeopathy, mesotherapy, service of a logopedist, physician-homeopath, medical gymnastics and medical massage, laser therapy, physiotherapy, rehabilitation and sanatorium and spa treatment, treatment for cosmetic purposes;
- 3.3.16. indemnification of prosthetics and transplantation;
- 3.3.17. indemnification of planned prophylactic vaccination (except emergency vaccination which is urgently needed in order to save **Insured's** life);
- 3.3.18. indemnification of treating at non-licensed medical institutions and consultations and treatment with private persons with no right to carry out medical activities;
- 3.3.19. the cases, related to participation of the **Insured** in professional and/or amateur sports, mountain and rock climbing, hang gliding and parachuting, diving or other kind of sports or events involving increased risk of being injured;
- 3.3.20. indemnification of medical treatment, consulting, diagnostics (repatriation) if it represents the aim of travelling;
- 3.3.21. indemnification related with selection and purchasing of glasses, lenses, contact lenses and hearing aids; besides, the costs/expenses related to any non-medical (bandage, corset, instep-raiser, an item of medical purpose, any supportive aids required during dental care, etc.), hygienic and cosmetic means (including any kind of toothpaste, shampoo, soap);

- 3.3.22. indemnification of medical service related to injury of the **Insured** as the result of air and railway accident or costs of repatriation in case of his/her death;
- 3.3.23. reimbursement of the costs of treatment of injury incurred as the result of participation in armed forces maneuvers and training exercises;
- 3.3.24. reimbursement of costs of any cardio surgical and cardio invasive methodologies (coronary artery bypass grafting, balloon angioplasty and stenting);
- 3.3.25. in case if the treatment costs are not reimbursed in compliance with the exclusions pointed out in the insurance terms, **repatriation** costs shall not be covered either;
- 3.3.26. the costs related to issuance of any kind of medical certificates;
- 3.3.27. indemnification caused as the result of an accident due to war, invasion, act of foreign enemy, hostilities or warlike operations ( whether war be declared or not), civil war, civil commotion or disturbances, riot, rebellion, revolution, insurrection, strike, manifestation, lockout, any act of terrorism or sabotage;
- 3.3.28. indemnification related to any kind of injury caused by ionizing radiation or contamination, also injury arising from the use of any biological, chemical or any other weapon of mass destruction;
- 3.3.29. indemnification caused while Insured stays in country/area illegally;
- 3.3.30. any costs incurred in Georgia;

#### 4. ADDITIONAL COVERS

In addition to the MAIN COVER, the insurance may also be provided under 4.1. - 4.4 ADDITIONAL COVERS clauses.

##### 4.1. TRIP CANCELLATION AND/OR INTERRUPTION

4.1.1. We will pay **You** up to the amount of respective **Sub-limit per each Insured** shown in the **Policy**:

a. **In case of Trip Cancellation:**

any **Eligible Expenses**, which are paid by the **Policyholder/Insured** and are not refundable or reimbursable in any manner if, prior to the scheduled departure, an **Insured** is required to cancel a **Trip** due to one of the following Covered Risks (Covered Cause for Cancellation) occurring during the **Covered Days**,

b. **In case of Trip Termination:**

- the lesser of the additional charges paid by **You** for a change in ticketing or the cost of a one-way economy fare to return to Georgia, also
- the amount of the unused portion of any **Eligible Expenses** which are not refundable or reimbursable in any manner, excluding the cost of pre-paid, unused return ticket

if, as a result of one of the following Covered Risks (Covered Cause for Interruption) occurring during the **Covered Days**, an **Insured** is prevented from continuing the **Trip**,

provided that no **Insured** on the **Policy** issuance and/or **Trip** purchase/booking date had any basis to believe that such Cause might reasonably be expected to be the basis of a **Trip** cancellation and/or interruption.

4.1.2. Covered Risks (Covered Causes for Cancellation/Interruption):

**Covered Risks mean** occurring during the **Covered Days** the following:

- a) a call of **Insured** for interrogation by law enforcement body or subpoena to act as a witness in a court of law requiring the **Insured's** presence in a court during the **Trip**;
- b) a formal notice on call of **Insured** persons to the mandatory military service during the **Trip**;
- c) death of an **Insured** or his/her **Family Member**;
- d) accidental bodily injury/trauma or sudden and unexpected sickness of an **Insured**, which did not result from a **Pre-Existing Condition** and which prevents the **Insured** from starting the **Trip** or from returning from the **Trip** on the scheduled return date. A **Doctor** must substantiate in writing that the sickness or accidental bodily injury made it impossible for the **Insured** to start/continue the **Trip**.
- e) accidental bodily injury/trauma or a sudden and unexpected sickness requiring hospitalization of an **Insured's Family Member** during the **Trip**, which did not result from a **Pre-Existing Condition**;
- f) a fire, explosion, flood or storm rendered an **Insured's** principal residence (house/apartment owned by or belonging to **Insured**) uninhabitable at the moment of departure / during the **Trip**;

4.1.3. Special definitions applicable to this cover

**Covered Territory** (this definition applies to **Trip** Cancellation Cover only) – territory of Georgia;

**Covered Days** (this definition applies to **Trip Cancellation Cover** only) – days, the counting of which starts from **Policy** issuance moment or at the time when **You** incur the cost/costs necessary for **Trip**, whichever is the later and ends upon commencement of **Trip**;

**Family Member** – for the purpose of this cover the family members means an **Insured's** spouse, daughter or son;

**Eligible Expenses** – any following **Trip** arrangements, which are paid by **Policyholder/Insured** prior to departure on a **Trip**:

- a) cost of air ticket;
- b) cost of hotel (among them of cruise)/rented accommodation;

#### 4.1.4. Exclusions applicable to this cover

We are discharged from liabilities to pay **Insurance Indemnity** if the **Trip** cancelation or termination is directly or indirectly caused by:

- a) cancellation/interruption of a **Trip** for any reason other than the above mentioned **Covered Risks** (Covered Causes for Cancellation/Interruption);
- b) a **Pre-Existing Conditions**;
- c) pregnancy, childbirth and/or related complication;
- d) intentionally self-inflicted injury, suicide or any attempt thereof;
- e) illegal action;
- f) illness or injuries sustained while under the influence of drugs, medication, alcohol, psychotropic substances and/or other intoxicants, also, as a result of toxic effect of the medicines not prescribed by a **Doctor**;
- g) war, invasion, act of foreign enemy, hostilities or warlike operations ( whether war be declared or not), civil war, civil commotion or disturbances, riot, rebellion, revolution, insurrection, strike, manifestation, lockout, sabotage, terrorism or any manifestation of terrorism;
- h) mental, nervous or emotional disorders, diseases;
- i) participation in professional and/or amateur sports, mountain and rock climbing, hang gliding and parachuting, diving or other kind of sports or events involving increased risk of being injured;
- j) intent or gross negligence;
- k) needless and/or voluntary self-exposure to peril except in an endeavor to save human life;
- l) pandemic, epidemic, pollution or natural calamities;
- m) ionizing radiation or contamination, also injury arising from the use of any biological, chemical or any other weapon of mass destruction;

#### 4.1.5. Special Conditions applicable to this Cover

For the purpose of this cover, **Eligible Expenses** should be incurred by the **Policyholder/Insured**.

If **Eligible Expenses** are paid by **Insured**, the **Policyholder** is authorized by the **Insured** to execute the insurance and receive **Insurance Indemnification**.

## 4.2. DENIAL TO ENTER SCHENGEN AREA

4.2.1. We will pay **You** up to the amount of respective **Sub-limit per each Insured** shown in the **Policy**, any **Eligible Expenses**, which are paid by the **Policyholder/Insured** and are not refundable or reimbursable in any manner if, an **Insured** is prevented from continuing the **Trip** due to denial of the border officer of EU/Schengen member country to enter Schengen Area. The cover applies to Schengen Area territory first (envisaged by **Trip**) entry only and is effective only if at the moment of such entry visa free regime is in force.

#### 4.2.2. Special Definitions applicable to this Cover

**Eligible Expenses** – any following **Trip** arrangements, which are paid by **Policyholder/Insured** prior to departure on a **Trip**:

- a) cost of air ticket;
- b) cost of hotel (among them of cruise)/rented accommodation;

#### 4.2.3. Exclusions applicable to this cover

We are discharged from liabilities to pay **Insurance Indemnity** if the cause of denial to enter the Schengen Area is the following:

- a) the **Insured** is included in the list of people, who represent the threat to public order and health or internal security;
- b) the **Insured** is in the list of persons, who are prohibited to enter at least one country of EU/Schengen Area;
- c) the **Insured** has been convicted for criminal offence in any Schengen/EU member countries, which envisages a deprivation of liberty;
- d) the **Insured** is the object of the decision on deportation or readmission;
- e) there are proved evidences of **Insured's** involvement in the criminal activity or such intention;

- f) the **Insured** has violated or is violating terms of the Schengen Area entry;
- a) the **Insured's** illegal action, intentionally self-inflicted injury, suicide or any attempt thereof;
- g) being under the influence of drugs, medication, alcohol, psychotropic substances and/or other intoxicants;
- h) war, invasion, act of foreign enemy, hostilities or warlike operations ( whether war be declared or not), civil war, civil commotion or disturbances, riot, rebellion, revolution, insurrection, strike, manifestation, lockout, sabotage, terrorism or any manifestation of terrorism;
- i) mental, nervous or emotional disorder of the **Insured**;
- j) the purpose of the **Insured's** journey is treatment or medical assistance;
- k) the **Insured** violates and/or ignores those recommendations, requirements, rules, regulations and other conditions of the Ministry of Foreign Affairs, as well as other competent bodies which are active at the moment of entering Schengen Area / or is not able to fulfill all the requirements set for the entry of Schengen Area and/or failure to submit all the necessary documents for crossing the border to the relevant authorities;
- l) intentional act or gross negligence by the **Insured**;
- m) The immediate relative of the **Insured** (parent, son, daughter, spouse, brother, sister, grandmother, grandfather) remains in any Schengen/EU member countries illegally.

#### 4.2.4. Special Conditions applicable to this Cover

For the purpose of this cover, **Eligible Expenses** should be incurred by the **Policyholder/Insured**.

If **Eligible Expenses** are paid by **Insured**, the **Policyholder** is authorized by the **Insured** to execute the insurance and receive **Insurance Indemnification**.

### 4.3. LUGGAGE LOSS

4.3.1. **We will pay you** up to the amount of **Sub-limit** shown in the **Policy**, if the air company, rendering service to the **Insured** during the **Trip**, losses the luggage, handed over by the **Insured** before the flight. At that, the insurance does not cover loss of the luggage in case of chartered flights.

.3.2. We are discharged from liabilities to pay **Insurance Indemnity** if the luggage loss is directly or indirectly caused by war, invasion, act of foreign enemy, hostilities or warlike operations ( whether war be declared or not), civil war, civil commotion or disturbances, riot, rebellion, revolution, insurrection, strike, manifestation, lockout, sabotage, terrorism or any manifestation of terrorism ;

### 4.4. FLIGHT DELAY

4.4.1. **We will pay you** up to the amount of **Sub-limit** shown in the **Policy**, the hotel expenses incurred by the **Insured** due to the flight postponing/delaying only in cases when the air company refuses to pay the hotel costs and the mentioned costs are not refundable or reimbursable, in any manner. For the purposes of this **Policy**, postponing/delaying of the flight means delaying of the flight as the result of which the **Insured** has to spend night at the airport. The **Insurer** shall reimburse the difference between the amount paid by the air company and **Sub-limit** defined under this cover in case, if the **Insured** decides to stay in higher class hotel (than it is offered by the air company).

4.4.2. We are discharged from liabilities to pay **Insurance Indemnity** if the flight delay is directly or indirectly caused by war, invasion, act of foreign enemy, hostilities or warlike operations ( whether war be declared or not), civil war, civil commotion or disturbances, riot, rebellion, revolution, insurrection, strike, manifestation, lockout, sabotage, terrorism or any manifestation of terrorism ;

### 4.5. PERSONAL LIABILITY

4.5.1. **We will pay up to the Sub-limit** shown in the **Policy** (inclusive of legal costs) those sums, that the **Insured** becomes legally liable to pay because of:

- a) bodily injury to someone else; and/or
- b) physical damage to someone else's tangible property;

as a result of an accident, that happens during the **Trip**.

#### 4.5.2. Special Definitions applicable to this cover

**Legal Costs** - reasonable legal cost incurred by **you** for settling or defending a claim made against **you**, providing **you** have approval in writing from **us** before incurring these costs. It does not includes loss of profit or the cost of time, spent by the **you** while the process of the claim settlement.

#### 4.5.3. Exclusions to this Cover

**We shall not pay any liability for:**

- a) bodily injury to any person who is a member of **your** family or **your** relative or travelling companion or employed by **you**;

- b) damage to property owned by or belonging to or in the care custody or control of **you, your** travelling companion, a relative or an employee of any of You (other than temporary accommodation occupied by **you** in the course of the **Trip**;
- c) bodily injury or damage to property caused directly or indirectly in connection with the ownership, possession or use by **you** / on behalf of **you** of aircraft, watercraft, motorized vehicles, bicycles, animals, firearms or weapon;
- d) bodily injury or damage to property caused directly or indirectly in connection with the ownership, possession or occupation (except temporarily for the purpose of the **Trip**) of any land or buildings;
- e) fraudulent, dishonest or criminal acts of **you** or any person authorized by **you**;
- f) bodily injury or property damage expected or intended from the standpoint of the **Insured**;
- g) any claim assumed by You under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- h) any damage, which is subject to compensation under any other insurance;
- i) any damage, which is directly or indirectly caused by the carrying out of any trade or profession, manual work or hazardous occupation;
- j) any fine or penalty, or aggravated, punitive, exemplary or liquidated damages;
- k) illness, sickness or disease that is transmitted by you;
- l) any racing activity;

#### 4.5.4 Special Conditions applicable to this Cover

4.5.4.1. **You** must notify **us** in written form immediately but no later than 3 (three) working days from the moment **you** get informed/are aware of an event or circumstances, which may result in a claim. To the extent possible, notice should include:

- how, when and where the event took place;
- the names and addresses of any injured persons and witnesses;
- the nature of any injury or damage arising out of the event ;

4.5.4.2. No **Insured** shall voluntarily assume or admit any liability, make a payment or indemnity, offer, promise or incur any expenses without **our** prior consent in writing. Any payment, promise, obligation undertaken without our consent will not be compensated under this insurance.

4.5.4.3. **You** must:

- notify **us** in writing as soon as possible but not later than 3 (three) working days from the moment **you** receive such a claim;
- immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with the claim or a suit;
- co-operate with **us** in the investigation or settlement of the claim or defence against the suit;

4.5.4.4. We shall be entitled, but not obliged, to take over and conduct in Your name the defence of any claim and shall have sole discretion in negotiations conduct and a claim settlement process.

4.5.4.5. Subject to the conditions as above, **we** will perform the payment of the indemnification under the cover only upon the final court/ arbitration decision on the amount of **your** liability is adopted and enters into legal force. This does not apply to decision in absentia made against the **Insured** (notwithstanding if such decision has entered into legal force or not). In case court's decision in absentia against **you** is made, **we** are discharged from liability to pay **Insurance indemnity**.

4.5.4.6. **We** may upon our sole discretion decide to settle a claim out of court/arbitration if **you** accept **our** offer for out of court/arbitration indemnification and will release **us** of any further liability in connection with the event.

## 5. GENERAL CONDITIONS

### 5.1. Your obligations upon occurrence of an Insured Event

5.1.1. Upon occurrence of such event, which may proved to be an **Insured Event**, **you** must as soon as possible, but within not later than:

- 24 hours, contact the Assistance on the following number + 7 495 987 17 75, + 49 302 178 25 34. in respect of MAIN COVER;
- 24 hours, contact **us** (**our** 24-hour call center) - in respect of TRIP CANCELLATION, LUGGAGE LOSS and PERSONAL LIABILITY COVERS;

- 24 hours after crossing the border when returning to Georgia - in respect of TRIP INTERRUPTION, DENIAL TO ENTER SCHENGEN AREA and FLIGHT DELAY COVERS;

5.1.2. Undertake all possible and reasonable steps to prevent or decrease the damages, minimize its further loss and return expenses. Taking such measures **you** shall act in accordance with **our** oral or written instructions, if such are provided.

5.1.3. Take all measures to ensure **our subrogation rights** against third parties, responsible for loss or damage inflicted as a result of the **Insured Event** (in case of such).

5.1.4. Assist us to clarify and determine the reasons, development and consequences of the **Insured Event** as far as possible.

5.1.5. **You/Insured** must:

- in respect of MAIN cover:

- a) during the call provide the following data to the Assistance
  - (1) name of the **Insured, Insurance Policy** number and/or ID number;
  - (2) telephone, fax or telex number where we can contact **you/Insured**;
  - (3) address of the **Insured** abroad;
  - (4) description of emergency care needed
- b) provide **Insurance Policy** to the relevant **Medical Institution**.

- in respect of TRIP CANCELLATION / INTERRUPTION and DENIAL TO ENTER SCHENGEN AREA covers:

- a) provide **us** the following documentation within one week from the moment of occurrence of the **Insured Event**:
  - (1) **Insurance Policy**;
  - (2) written notice on **Insurance Event**/letter of claim;
  - (3) documents, that officially explains the cause of your **Trip** cancellation or termination, issued by the competent authorities (within the scope of their competences in line with the type of event occurred) in connection with **Insured Event**.
    - the document (letter) certifying a call of the **Insured** in a court or for interrogation;
    - the document, certifying a call of the **Insured** to the mandatory military service;
    - certificate of death, form No. 106 (if any);
    - form No. 100;
    - the document from the medical institution, that describes rendered medical services, duration of hospitalization, placing and discharging dates, etc;
    - the document that explains the cause of the damage inflicted to the property (indicating the volume of the damage);
    - the document from hydrometeorological center;
    - the letter of entry denial to Schengen Area;
  - 4) travel checks, invoices, vouchers or banking records;
  - 5) tickets, booking documents, invoices of hotels (or cruise), rented accommodation;
  - 6) ID card, passport, visa (if any), marriage certificate (in case of a spouse), birth certificate (in case of a son or a daughter);
  - 7) travel voucher or a contract with a travel company (in case if such exists);
  - 8) the documents certifying any refunds or expenses allowances received from your travel company, hotel (among them cruise), the owner of rented accommodation or carrier;
  - 9) copy of the service supplier's literature that describes penalties;
  - 10) a letter from the tour operator or an itemized bill from the travel agent stating the non-refundable amounts of the travel costs;
  - 11) if **Eligible Expenses** are paid by **Insured**, the respective consent/authorisation granted to the Policyholder, to execute the insurance and receive **Insurance Indemnity**;

- in respect of LUGGAGE LOSS cover :

- a) provide us the following documents within no later than one week from the moment **you** receive the official confirmation from air company about such luggage loss:
  - (1) **Insurance Policy**;
  - (2) written notice on **Insurance Event**/letter of claim;
  - (3) flight ticket and luggage tag, confirming the fact of the luggage check-in;
  - (4) official written confirmation from air company on luggage loss, indicating weight of the lost luggage;

- in respect of FLIGHT DELAY cover:

- a) provide **us** the following documents within no later than 1 week from the moment **your arrival to Georgia**
  - (1) **Insurance Policy**;
  - (2) written notice on **Insurance Event**/letter of claim;
  - (3) flight ticket;



- (4) official letter from the corresponding air company confirming the fact of the flight delay, with indication of hours of delay and the amount issued to settle the hotel costs;
  - (5) hotel bill/invoice, indicating the actual costs incurred by the **Insured**;
- in respect of PERSONAL LIABILITY cover:
    - a) provide **us** the following documentation within one week from the moment of occurrence of the **Insured Event**:
      - (1) **insurance policy**;
      - (2) writtem notice on **insurance event**/letter of claim;
      - (3) documents, envisaged by 4.5.4.1. and 4.5.4.3. paragraphs;
      - (4) enforced court decision reflecting the amount of compensation for the loss inflicted to the third person's life, health or property by You if the claim was considered in Court; and if the payment was made under the agreement between the parties - the written document reflecting such agreement; Herewith, payment of indemnity according to the agreement of the parties shall be conducted only if the amount of indemnity is agreed with the **insurer** in written and the injured party will state in written that he /she has no claim regarding the **insured event**.
      - (5) if because of death of the **insured** or any other reason the indemnity is paid to a third part, a document that confirms the authority of the beneficiary to receive **insurance indemnity**, in respect of death such document is a certificate of inheritance, that defines the exact share of the heir in the decedent's estate.

5.1.6. **We** reserve the right, if necessary, to demand the additional documents related to the **insured event**, if abovementioned documentation is insufficient for the assessment of the causes and extent of loss or damage.

5.1.7. If **we** see it necessary, **Our** authorized doctor-expert shall be entitled to examine the **Insured** and study the clinical record. At that, **our** representattive shall have the right to check the incurred costs and scope of medical service rendered to the **Insured** at Medical Institution.

## 5.2. Insurance Limit

5.2.1. **Insurance Limit** is the amount defined in the **Insurance Policy**, which represents the upper limit of the **Insruance Indmenification** to be paid by **us** in total under all insurance covers envisaged by the **Insurance Policy**.

5.2.2. **We** may sub-limit **our** liability within **the Insurance Limit** defined in the **Policy**, in which case such **sub-limit** shall be maximum limit of our liability, for example,

- for each cover/risk;
- for each/separate **Insured Event** and/or each **Insured**;

## 5.3. Insurance Premium and Terms of is Payment

5.3.1. **Insurance Premium** is the cost of the insurance to be paid by the **Insured** to the **Insurer** fully in one installment before the issuance of the **Policy**.

## 5.4. Insurance Agreement

5.4.1. In order to conclude an **Insurance Agreement**, you should prior to commencement of **Trip** fill in insurance application online, accpet terms and conditions and pay **Insurance Premium** . You do not need to fill in the application if you are buying insurance right at the **Insurer's** office.

5.4.2. The issuance of an **Insurance Policy** certifies conclusion of the **Insurance Agreement**. Only in case of **Policy** existence we shall indemnify the loss in return of the **Insurance Premium** upon occurrence of the **Insured Event**.

5.4.3. If during the **Insurance Period** any changes are introduced into the terms and conditions of insurance coverage such changes shall be reflected in the **Policy** or its endorsement. In case of discrepancy between the **Policy** and the present Insurance Terms, the **Policy** shall prevail.

5.4.4. During the **Insurance Period** **we** shall have the right to change the present **Insurance Terms**, while **you** will receive respective notification. Such decision made by **us** shall be binding upon **you**.

## 5.5 Termination of insurance/Policy

5.5.1. The insurance may be terminated without providing any additional term or termination notice before its termination under the following circumstances:

5.5.1.1. **Limit** set out by the **Policy** is exhausted/terms expired;

5.5.1.2. If after the effective date of the insurance the possibility of occurrence of the **Insured Event** disappears and the existence of an insured risk terminates by any reason/circumstance other than the **Insured Event**.

5.5.1.3. If the increase of insurance risk or the act as a result of which you have suffered the loss was caused by **your, Insured's** or **your/Insured's Family Member's** deliberate act or gross negligence;

5.5.1.4. in other cases provided by the Georgian legislation

5.5.2. This **Policy** may be cancelled by **you** prior commencement of the **Trip** (in case of Multi Trip Policy – prior the first Trip commencement) by giving the written notice in which event **we** will retain 50% of **Premium** , provided that there has been no Claim under the **Policy**, in which case no refund of premium shall be allowed.

5.5.3. **We** may cancel this **Policy** by giving 24 hours prior written notice of such cancellation to **you**. Herewith, any notice/SMS sent by **us** to the telephone number indicated by **you** in the **Policy** shall be deemed to be received by **you**.

5.5.4. If the **Policy** is cancelled due to any reason or by any **Party** and a loss is paid/recognized by **Us** during the period the **Policy** was in force, no premium return is envisaged under the insurance in spite of the provisions as above.

## 5.6. How insurance act is drawn up

5.6.1. **We** shall draw up an insurance act after the receipt from **you** of all required documentation/information needed for determination and establishment of the circumstances of Insured Event, amount of loss and origination of **our** liabilities as required by these Insurance Terms. Insurance act, drawn up by the **Insurer**, shall be signed both by the **Insurer** and the **Insured**.

5.6.2. The insurance act signed by the parties shall be the ground for payment of the insurance indemnity by the **Insurer**. **Insurer** shall be authorized not to pay **Insurance Indemnity** until signing of the Insurance Act by the **Insured**.

## 5.7. How insurance indemnity is paid

### 5.7.1. in respect of MAIN cover:

5.7.1.1. **We** shall pay (within the **Sub-limits per each Insured** specified by the **Policy**) the cost of the medical service defined under the present terms directly to the **Medical Institution** via bank transfer and the **Insured** shall have to pay the amount envisaged under the Deductible and/or Co-insurance Clause (if such deductible or Co-insurance is envisaged under the corresponding cover).

5.7.1.2. In order to make settlement with a Medical Institution via bank transfer, the **Medical Institution** shall submit to the Assistance an invoice of medical service, the medical history and the list of the rendered medical services, together with the copies of the **Insured's** passport and **Insurance Policy**.

5.7.1.3. If the **Insured** pays full cost of the medical service at the spot, he/she shall submit to **us** the medical conclusion issued by **Medical Institution**, the list of the rendered medical services, payment confirming bill and the passport within 5 (five) working days from the day of returning to Georgia. In case of delaying, the **Insurance Indemnity** shall not be paid except the exceptional cases when delaying is caused by objective reasons and is confirmed by corresponding evidences. The **Insurance Indemnification** will be paid within 5 (five) working days after signing the Insurance Act.

### 5.7.2. in respect of ADDITIONAL covers:

5.7.2.1. **We** will pay the Insurance Indemnification within 5 (five) working days after signing the Insurance Act. At that, **we** are obliged to disburse in favor of the **Insured** only if **Insured** agrees with the **Insurance Agreement**, except the cases envisaged by the law.

5.7.3. **We** preserve the right to postpone making decision concerning Insurance Indemnity, if criminal case is initiated against **you**, the **Insured**, family member or authorized representative in connection with the fact of occurrence of an insurance risk.

5.7.4. Calculation of the amount of **insurance indemnity** is regulated on the basis of particular documentation submitted to the **Insurer** and documents issued by the respective authorities.

5.7.5. The maximum amount of the **insurance indemnity** is limited with the appropriate **sub-limit** and **limits** irrespective of the number of **insured events** and the amount of loss.

5.7.6. If the loss is indemnified to **you** and/or beneficiary by third person(s), **we** will indemnify only the difference between the amount payable by **us** under the **insurance agreement** and the amount indemnified by the third person. **You** shall immediately inform us about the receipt of that amount and make every effort to get the amount from third person(s).

5.7.7. If it is ascertained that **insured event** is a result of third party actions, **we** are entitled to exercise **our** right of recourse and claim reimbursement of the paid sum from the party at fault.

5.7.8. If **we** fail to exercise the right of recourse by **your** fault, **we** will have the right to refuse the payment of the **insurance indemnity** and if such indemnity has been already paid, **we** will claim the amount back.

5.7.9. For **insured event** regulation, **we** shall be entitled to check the accuracy of the information provided by **you** in terms of the **insurance indemnification** reimbursement, among them, **we** reserve the right to apply relevant authorities/institutions, request documentation from them and take any reasonable action, which the **Insurer** sees necessary, for **verifying the information**, in terms of which **we** are granted with preliminary consent **from you/Insured, family member** (from which similar authorization is received by **you**).

## 5.8. Refusal of Payment of Insurance Indemnity

5.8.1. **We** will be released from the undertaken liabilities if:

a) **You/Insured** have failed to perform the obligations under these Terms;

b) **You/Insured** have not ceded rights of recourse to **us** / refused to hand over to **us** the documents needed for ensuring our rights of recourse against persons responsible for damage;

c) If by the moment of violation of **your** obligations **we** have already paid the **insurance indemnity** to **you**, **you** shall pay the indemnity back.

d) If **Insurance Policy** is bought after crossing Georgia's border/commencement of **Trip**, except for the cases, if condition of paragraph 2.3 exists, whereby the given limitation is not applicable;

e) **You** have not register the event with appropriate competent authority and have failed to present the documents confirming the fact of such event;

5.8.2. **We** are entitled to refuse the payment of the **insurance indemnity** in the following cases:

a) **You/your family member, Insured/family member** has intentionally or by gross negligence committed unlawful act which is directly connected with the occurrence of the **insured event**;

b) **You** have violated the term of providing information about the **insured event**;

c) information/documentation provided by **you** for risk assessment/recognition of **insured event**/calculation of the amount of **insurance indemnity** was knowingly wrong or inaccurate;

d) **You** have declined to ensure the participation of **our** representative in the investigation of the causes of the **insured event**, amount of the inflicted loss and other details connected with the **insured event**;

e) **You** have failed to present any document requested by **us** as specified by these Terms;

f) Insured interest is insured under any other insurance policy (policies) (double insurance), however you did not inform **us** in writing about such Double Insurance;

g) **You** have failed to perform **your** other obligations under the **Policy**, the present **Terms** and Georgian legislation.

h) **You** indemnified the loss to third party or compensated his/her legal or/and out of court expenses without **our** prior written consent;

i) If an action, that according to Georgian Legislation grants the **insurer** power to withdraw indemnity payment, took place.

5.8.3. The dismissal of payment of the **insurance indemnity** will be provided to **you** in the written form where the reasons of the refusal of indemnification will be set forth.

5.8.4. **You** can appeal against the dismissal of **insurance indemnity** in accordance with these Terms and applicable law of Georgia.

## 5. 9. Independent Expertise

5.9.1. **You/Insured** as well as **we** may require conducting an independent expertise for establishing the reasons causing the damage in more details. Independent expertise is made by an expert or expert commission, appointed based on mutual agreement between **us**.

5.9.2. Costs of the independent expertise will be paid:

a) If the expertise is conducted on **our** initiative, the costs will be undertaken by **us**;

b) If the expertise is conducted on **your/Insured** initiative, the costs will be undertaken by **you/Insured**;

## 5.10. Dispute Resolution

5.10.1 The disputes arisen in relation to this insurance which is made as per these terms and conditions, shall be settled through amicable negotiation, and in case of failure to reach agreement, – it will be resolved by court, as per the applicable laws of Georgia.

10.2. For dispute settlement, the Parties are entitled to apply to the “Insurance Mediation” of the Non-entrepreneurial (Non-commercial) Legal Entity “Georgian Insurance Association” (ID 204878481) at the phone number: (+995 32) 2555155 or at the email: [mediacia@insurance.org.ge](mailto:mediacia@insurance.org.ge)., and in case of disagreement through the “Insurance Mediation”, Parties apply the Court according to the paragraph 5.10.1.

## 5.11. Confidentiality

5.11.1. All the information exchanged between the parties (whether it is verbal or written), representing the commercial or other kind of value, shall be deemed confidential and may not be delivered to third parties without prior agreement, unless it is related to the fulfilment of obligations arisen from the contract or the requirements of the applicable laws of Georgia. Notwithstanding the aforementioned, by performing the respective insurance, **you/Insured** are granting to **us** an unconditional title to transfer any information about **you/Insured** available to us to JSC Credit info Georgia (registered at Mtatsminda-Krtsanisi district court on February 14, 2005, registry No. 06/5-51, Identification No.204470740), without any additional consent from **you/Insured**, which will cause **your/Insured** recording in the data base of the Credit info Georgia.

5.11.2. **We** are obliged to properly secure **your/Insured** personal information available to **us**, with **your/Insured** permission, for the purposes of insurance service; In addition, **we** are authorized to process **your** personal information for offering the insurance service and in case of failure to fulfill the obligations provided for by the **Insurance Agreement**, through transferring to third parties, for protecting **our** interests and process **your** personal data, via the authorized person as per the applicable laws.

## 5.12. Provision of Information

5.12.1. All notices required for execution of the **Insurance Agreement** shall be provided to the parties in the written form, or sent by Fax, or post to the respective address of the Parties. If the Parties agree, **Insurer** can send the notification through SMS message. The Policyholder’s requisites shall be indicated in the application or in the **Policy**. In case of failure to immediately provide the Insurer with change of the address/location/SMS number, any notice sent by the Insurer shall be deemed to be received by the Insured. Given article also apply the cases, when the address/number indicated is incorrect or contains errors.

## STATEMENTS OF POLICYHOLDER:

By accepting the Insurance Terms and Conditions (declaring your consent) and purchasing the Policy, you agree and confirm that:

Your and Insured/Insureds' Personal data, provided by you to the Insurer are accurate and correct (of them, identical consent/authorization is passed by you); You are totally authorized by the Insured: (a) to conclude insurance contract and carry out insurance in favor of him/her/them and (b) the Insurer is entitled to have full and unlimited authority granted to him/her/them;

The Insurer shall be obliged to explain and define all the terms thoroughly, envisaged by the Insurance Contract and all the potential liabilities and responsibility which may arise for them;

The Insurer shall have the right to process your personal data in order to render insurance and/or related services and/or offer and/or research the service quality and/or its introduction.

You have read and agree with the terms and conditions of the Insurance before Insurance Contract conclusion;

You agree to receive information on the changes made to the Insurance Conditions or Insurance Cancellation through SMS;

In case of disputed, related to the Insurance Policy and Terms of Insurance, the version/information kept by the Insurer is preferred.

Insurance terms and all terms and conditions of the Insurance Policy are clear and comprehensible and your consent to buy the Insurance Policy is unconstrained on the basis of study of all terms (among them personal data procession) and are equal to the written consent issued by you.

While filling online application (in case if you buy insurance at the office – before signing the insurance policy) you shall be obliged to get acquainted and agree with the given terms and conditions, otherwise the insurance will not be concluded.