

TRAVEL INSURANCE GENERAL TERMS

#RMCLB/TIP-001/26

1. DEFINITIONS

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

Insured - citizen of Georgia, or a **person permanently or temporarily residing in Georgia** in favor of whom **Policy Holder** paid **Insurance Premium** and who is indicated in the corresponding **Insurance Policy** by the **Policyholder**.

A person permanently or temporarily residing in Georgia - a person holding a permanent residence permit of Georgia or a temporary residence permit of Georgia.

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; Information about **Assistance** and its contact details are mentioned in the **Insurance Policy**.

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 those days, which take place entirely during the **Insurance Period**, which are covered by the insurance and total number of which is indicated in the **Insurance Policy** (for Multi Trip Policies).
- Note 1: If the **duration of your trip exceeds** 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 Medical Condition - medical condition for which symptoms appeared or for which an **Insured**, or an **Insured's Family Member** sought the attention of a doctor, had been examined, diagnosed or treated, had received treatment or further examination recommendation or for which medication/Medical treatment 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 qualification, and who is not related to **any Insured** (by blood or by marriage).

Online/Electronic Application (Application) - the questionnaire to be filled in online 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 **Policyholder** to the **Insurer** without filling in the questionnaire.

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

Covered Day– any day which takes 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– the territorial area/country out of boundaries of Georgia, which is indicated in the **Insurance Policy**. In addition, regardless of the **Insurance Policy** terms, covered territory excludes the country of the **Insured's** citizenship, including the cases where the **Insured** holds dual citizenship

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.

Distance Contract - an insurance contract made between the **Insurer** and the **Consumer** using one or more communication facilities organized by the **Insurer**.

Off-premises Contract – an insurance contract that is made between the **Insurer** and the **Policyholder** away from business premises and requires their physical co-presence; any contract made on business premises or using any remote communication facility immediately after the **Policyholder** has directly received an individual contract offer from the **Insurer** away from business premises, during physical co-presence of the **Insurer** and the **Policyholder**.

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 of the **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**.

24. This insurance is valid only within the **Covered Territory** (regardless of the terms of the **Insurance Policy**, **covered territory** excludes the country of the **Insured's** citizenship, including the cases where the **Insured** holds dual citizenship) indicated in the **Insurance Policy** and in respect to the **Insured Events** occurring during the **Covered Days**. However, should the **Insured Event** occur during the **Covered Days** but due to the health condition of the **Insured** as of the moment of expiry of the **Covered Days** the treatment necessitated by this **Insured Event** and covered by these insurance terms and conditions should be continued, the validity of the insurance coverage for this **Insured Event** shall continue according to these insurance terms and conditions after the expiry of the **Covered Days** but not in excess of 15 calendar days following the expiry of the **Covered Days** or until the health condition of the **Insured** allows for his/her repatriation (whichever earlier).

2.5. This insurance shall apply to losses arising out of only sudden and unexpected causes or events. This insurance does not cover any events of which the **Insured** was aware or should have been aware by the moment of purchase of the **Policy**.

However, if during the **Covered Days** the **Insured** happens to be in a condition that failure to provide emergency medical care to him/her would pose a threat to his/her life, then, notwithstanding anything contrary in these insurance terms and conditions, this insurance shall cover any costs necessary to bring the **Insured** out of the condition within the sub-limit of emergency hospital treatment costs or the sub-limit of emergency outpatient treatment costs, depending on the type of medical care required.

2.6 In the event that the **Insured** is 70-75 years old, this insurance shall cover only the **insured events** resulting from an **Accident** (except for the Additional Covers provided in Article 4 of these Terms, which may apply to the **Insured** regardless of his/her age).

3. MAIN INSURANCE COVER

MEDICAL EMERGENCY CARE AND REPATRIATION

3.1. If **Insured Event** occurs because of **Insured** suffers sudden and unexpected illness or bodily injury 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**;

In the event that the **Insured** is 70-75 years old, this Main insurance Coverage shall cover only the **insured events** resulting from an **Accident** (except for the Additional Covers provided in Article 4 of these Terms, which may apply to the **Insured** regardless of his/her age). In order for the **Insured** aged 70-75 years old to receive full coverage, the **Policyholder** must contact the **Insurer**, and the case must undergo individual underwriting.

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

The decision on repatriation of sick/injured **Insured** shall be made by medical expert authorized by **us** on the basis of consultation with the doctor in charge. If, according to this decision, a date is recommended when it is feasible and practicable to repatriate **you**, but instead you choose 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.

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 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 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 the **Insured** 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 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 registered, licensed and 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 relevant 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 alcohol, drugs, psychotropic substances and/or other intoxicants, also, the expenses caused as a result of toxic effect of the medicines not prescribed by a **Doctor**;
- 3.3.6. expenses caused by injuries resulting from illegal actions, suicide, intentionally self-inflicted injury, 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. expenses caused by mental 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

- 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, stenting, etc);
- 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 and in another country(ies) of the **insured's** citizenship (including if the **insured** is a dual citizen);
- 3.3.31. events not resulting from an **Accident**, if the **Insured** is 70-75 years old.

4. ADDITIONAL COVERS

In addition to the MAIN COVER, the insurance may also be provided under 4.1. - 4.3 ADDITIONAL COVERS clauses.

4.1. LUGGAGE LOSS

4.1.1. **We** will pay **you** up to the amount of **Sub-limit** shown in the **Policy**, if the Airline, rendering service to the **Insured** during the **Trip**, loses the luggage, handed over by the **Insured** before the flight. Besides, the insurance does not cover loss of the luggage in case of chartered flights.

4.1.2. **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, revolution, rebellion, insurrection, strike, manifestation, lockout, sabotage, terrorism or any manifestation thereof.

4.2. LUGGAGE DELAY

4.2.1 **We** will pay **you** up to the **Sub-limit** amount specified in the **Policy** if the **Insured's** luggage, handed over to the serving Airline, is delayed by more than six (6) hours following the **Insured's** landing at the airport.

4.2.2. This coverage does not apply to luggage delays (late delivery) happened at airport(s) in Georgia.

4.3. FLIGHT DELAY

4.3.1 **We** will pay **you** up to the amount of **Sub-limit** shown in the **Policy** for the hotel expenses incurred by the **Insured** due to the flight postponing/delaying for the costs undertaken for the purpose to spend the night at the airport, only in cases when the Airline refuses to pay the hotel costs and the mentioned costs are not refundable or reimbursable to the **Policyholder/Insured**, in any manner.

For the purposes of this **Coverage**, 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).

4.3.2. **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 thereof;

5. GENERAL CONDITIONS

5.1. Your obligations upon occurrence of an Insured Event

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

- 24 hours, contact the **Assistance** at the number mentioned in the **Insurance Policy** – in respect of MAIN COVER;
- 24 hours, contact **us** (**our** 24-hour call center) - in respect of LUGGAGE LOSS and LUGGAGE DELAY COVERS;
- 24 hours after crossing the border when returning to Georgia, contact **us** (**our** 24-hour call center) - in respect of FLIGHT DELAY COVER.

5.1.2. Undertake all possible and reasonable steps to prevent further loss, decrease the damages and return expenses incurred by you. When taking such measures **you** shall act in accordance with **our** oral and/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, Circumstances and value of the loss inflicted of the **Insured Event** as far as possible.

5.1.5. You/Insured must:

- in respect of MAIN cover:

a) during the call for assistance 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 the **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 LUGGAGE LOSS cover:

a) provide **us** the following documents within no later than one week from the moment **you** receive the official confirmation from the Airline 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 the Airline on luggage loss, indicating total weight of the lost luggage.

- in respect of LUGGAGE DELAY cover:

a) provide **us** the following documents within no later than one week from the moment **you** receive the official confirmation from the Airline about such luggage delay:

- (1) **Insurance Policy**;
- (2) Written notice on **Insurance Event**/letter of claim;
- (3) Official written confirmation from the Airline of the delayed receipt of luggage.

- in respect of FLIGHT DELAY cover:

a) provide **us** the following documents within no later than 1 week from the moment of **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 Airline confirming the fact of the flight delay, with an 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**.

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

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

5.1.8. We reserve the right to request the following documents from you: an ID card; a passport (and, in the case of dual citizenship, the passports of both countries of citizenship); and, if the **insured** is **permanently or temporarily residing in Georgia**, the appropriate Georgian permanent or temporary residence permit.

5.1.9. In order to determine whether the **insured** holds dual citizenship, **we** are entitled to request documentation from the relevant state authorities confirming that the **insured** does not have dual citizenship, and **you** are obliged to provide **us** with any such documents upon request.

5.2. Insurance Limit

5.2.1. **Insurance Limit** is the amount defined in the **Insurance Policy**, which represents the upper limit of the **Insurance Indemnification** 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 **Policyholder** to the **Insurer** fully in one installment before the issuance of the **Policy**.

5.4. Conclusion of the Insurance Agreement

5.4.1. In order to conclude an **Insurance Agreement**, prior to commencement of the **Trip**, you should fill in insurance application online, accept 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, without written notice, under the following circumstances:

5.5.1.1. **Limit** set out by the **Policy** is exhausted/term is 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 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 **Us** the written notice in which event **we** will retain 50% of **Premium**, provided that there has been no Claim under the **Policy**. In other cases, no refund of premium shall be allowed.

5.5.3. **We** may cancel this **Policy** unilaterally anytime 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/is to be paid 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.

5.5.5. If the Insurance Contract is a distance or off-premises contract, the Policyholder may repudiate from this Contract within 14 days from the date of its making without giving any reason or without fear of any penalty or extra charge.

5.5.5.1 The Policyholder may not repudiate from this Contract under paragraph 5.5.5 above and therefore this paragraph shall not apply to:

- a) any insurance contract, the price of which does not exceed 30 Lari;
- b) any insurance contract with an effective period is shorter than the repudiation period;
- c) any insurance contract related to the Framework Contract where the Framework Contract does not contain the right to repudiation;
- d) any insurance contract, the price of which depends on any change occurring on the financial market that is beyond the Insurer's control and that may occur during the period for exercising the right to repudiation;
- e) If prior to the expiry of the period for exercising the right to repudiation the Policyholder expressly and unequivocally requested, having regard to the Terms of Insurance Contract, services and the Insurer informed the Insured that by receiving such services the latter forfeits the right to repudiation.

5.5.6. Consequences of repudiation:

5.5.6.1 The Policyholder's repudiation from the Insurance Contract under paragraph 5.5.5 of the Insurance Terms shall result in the cancellation of the Parties' obligations under the distance contract or off-premises contract and the return of any sums that parties have already received as a result of performance of such obligations.

5.5.6.2 In the case of repudiation the Insurer shall:

- a) Repay the paid Premium (if any) in full to the Insured within no later than 14 calendar days after receipt of the notice of repudiation. The Insurer has no obligation to repay the Policyholder any sum paid for the additional expenses arising from the Policyholder's choice of non-standard services or services costlier than those offered by the Insurer;
- b) Repay the sum through the same payment methods used by the Policyholder except where the Policyholder consents to the use of another payment method and incurs no additional expense.

5.5.7 The application for the repudiation from the Insurance Contract can be submitted electronically to the following electronic address of the Insurer: <https://demo.aldagi.ge/en/contract-waiver> - according to the application form provided at the same address.

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 **Policyholder/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 per Insured**, irrespective of the number of **insured events** and the amount of loss.

5.7.6. If the loss is indemnified to **you** and/or **the Insured** 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 anytime 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/did not 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 Georgian 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;
- 5.8.1.1. Regardless of the terms of the **Insurance Policy**, **covered territory** (together with Georgia) also excludes, and therefore, the insurance indemnity is not paid for the events that occurred in the country of the **Insured's** citizenship, including the cases where the **Insured** holds dual citizenship.

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 wrong or inaccurate;
- d) **You** have declined to ensure the participation of **our** representative in the investigation/research 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 as well as **we** may require conducting an independent expertise for establishing the reasons causing the **Insured Event** 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** initiative, the costs will be undertaken by **you**.

5.10. Dispute Resolution

5.10.1. The disputes arisen in relation to this insurance carried out on the basis of 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.

5.10.2. For dispute settlement arising from the insurance carried out on the basis of these terms and conditions, the Parties are entitled to apply to the “Insurance Mediation” of the Non-Entrepreneurial (Non-Commercial) Legal Entity “Sakartvelos Sadazghvevo Kompaniata Asotsiatsia” (ID 204878481) at the phone number: (+995 32) 2555155 or at the email: 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.

5.11.2. **We** are obliged to properly secure **your** personal information available to **us**, with **your** permission, for the purposes of insurance service; In addition, **we** are authorized to process **your** personal information for rendering 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, the **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 the information about the change of the address/location/SMS number, any notice sent by the **Insurer** shall be deemed to be received by the **Policyholder**. Given article also applies to the cases, when the address/number indicated by **You** 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 personal data and the personal data of the **Insured/Insureds** (from whom you have obtained identical written consent/authorization) provided to the **Insurer** are accurate and correct.; **You** have obtained all necessary consents from 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. **You** undertake to present the same written consent document upon request by the **Insurer** during the validity period of the **insurance agreement** and for 3 (three) years after its termination, upon request and no later than 48 (forty-eight) hours after the request;

The **Policyholder** shall be obliged to thoroughly explain and define all terms established in the Insurance Contract to the **insured**, including all potential liabilities and responsibilities that 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 agreed with the terms and conditions of the Insurance, available to **you** 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 disputes, related to the Insurance Policy and Terms of Insurance, the version/information kept by the **Insurer** is preferred.

The insurance terms and all conditions of the insurance policy are clear, comprehensible, and unambiguous. Your consent to purchase the insurance policy is voluntary, based on your review of all terms (including the processing of personal data), and is equivalent to the written consent provided 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/review and agree with the given terms and conditions, otherwise the insurance will not be concluded.