

Standard Conditions of Amex Travel Insurance

1. Definitions

Insurer – JSC Insurance Company Imedi L;

Policy Holder – JSC Bank of Georgia;

Insured – the owner of an American Express card aged from 16 to 69, for whom the Policy Holder has paid the insurance premium and the identification data of whom have been notified to the Insurer;

Beneficiary – if the Insured dies – his/her heir(s) in compliance with the legislation of Georgia, unless the Insured has specified otherwise; in all other cases – the Insured personally;

Card – a valid card (American Express Gold or Premium) issued by the Policy Holder under the Insured's name;

Policy of Amex Travel Insurance – the policy issued by the Insurer under the Insured's name, indicating the policy number, contact information of the International Assistance, which, together with these standard conditions, is creating the Amex Travel Insurance Agreement;

Insurance Period – the Insurance Period coincides with the period of travelling during which the Travel Insurance is valid;

Covered Travelling – the first 60 days during travelling of the Insured outside Georgia or the country of his/her permanent residence for American Express Gold and Green type cards and the first 90 days for Platinum type card, which commences in the course of the card validity. The travelling begins from the moment of leaving by the Insured the country/place or expiration of the card validity, whichever comes the first;

Country of Permanent Residence – the country where the Insured lives. The Insured is deemed a resident of the country, if he/she factually stays in the country, at least, 183 calendar days during uninterrupted period of 12 months.

Insurance Limit – the amount indicated in the Travel Insurance Policy representing the maximum of the total Insurance Indemnification to be issued by the Insurer;

Insurance Event – the accident, creating the Insurer's obligation to pay Insurance Indemnification in compliance with these conditions;

Declared Claim – a request for damage indemnification submitted by the Insured/Beneficiary to the Insurer in the form determined by the latter;

Insurance Indemnification – the amount issued by the Insurer in the framework of the corresponding Limit in the case of satisfaction of the Declared Claim;

Franchise – the percentage or fixed amount indicated in the Policy, which shall not be indemnified by the Insurer and which shall be deducted from the amount of each concrete Insurance Indemnification;

Accident – unforeseen, unexpected event, caused by apparent external force(s) causing death of the Insured, bodily injury or disability;

Bodily Injury – bodily injury caused by an accident during the Insurance Period; the Insurance shall not cover:

- illness, except the case, if such illness is caused by the bodily injury;
- post-traumatic stress disorder; or
- psychological or psychiatric disease or state, except an incurable mental disorder, caused directly by the accident.

Medical Institution – a medical institution registered and functioning in compliance with the corresponding legislation. This does not mean a nursing home, rehabilitation centre, residential home, health improvement home or longitudinal care service;

Regular Flight – a flight starting and finishing at the airport according to the schedule announced by a tourist or airline company;

Illness – any unexpected illness diagnosed for the first time during the Insurance Period, which is not caused by the state or defect, for which the treatment was recommended, determined, provided or should have been provided before travelling; also, the illness which does not represent any complication of the above mentioned state or defect;

Terrorism – any action including hazard, factual violence of forceful action carried out under the name of any independent or other organization or government and, together with them, by a single person or group of people. The action, which has clearly expressed political, religious, ideological or ethnical purposes or it aims to gaining influence on the government and/or frightening of society or its part;

Common and Reasonable Expenses – the expenses incurred by the Insured for the service/goods characteristic to a concrete location and which do not imply the expenses for the medical service, which is not necessary in the course of the Insurance Period or during traveling;

War – any action caused by opposition of nations, using or attempting to use armed forces, taking part in usage of the armed forces; also, it includes a civil war, revolution and intervention, any form of using military forces, usurpation of the authority or military forces, using of armed forces to avoid any known or unexpected terrorist act;

April Assistance – International Assistance Company with a hot line for 24-hour urgent assistance: +90 212 370 29 60

2. General Conditions of the Policy

Failure to observe the Policy conditions – if the Policy Holder or/and Insured violates the rules set forth under these conditions, the Insurer shall be released from payment of any Insurance Indemnification;

Fraud/Deliberate provision of misleading information – deliberate provision of incorrect and misleading information shall be deemed fraud. No Indemnification determined under this Insurance Coverage shall be paid, does not matter who is providing such information – the Policy Holder, Insured or Beneficiary. If there is deliberately provided misleading information, the Insurer shall have the right to demand voidance of the Insurance Indemnification or/and Policy;

Other insurance – if in the moment of creation of the Insurance Claim there is any other insurance policy issued under the Insured's name covering the same expenses and damage, the Insurer shall indemnify only a proportional part of the requested amount, which is determined under each such other policy, considering the envisaged coverage. This reservation shall not apply to Sections 1 and 2 given in the table of Policy Coverage, the Indemnification corresponding to them shall be paid in full.

3. General Provisions Related to Insurance Claims

Evidence – the Insured or Beneficiary shall submit the claim supporting evidences (including post-death examination) on their own account. The evidences shall be represented in the form approved by the Insurer and may include, but not limited to, the following documents:

- the form of the claim elaborated by the Insurer (if any);
- the medical conclusion describing the nature, volume and exact diagnosis of all injuries and diseases;
- in the case of the claim related to the cost of medical and urgent transportation – official certificate of death (or notarized copy) and, also, legal documents determining the identity of any and all beneficiaries;
- reports/acts of the police and other bodies, if any;
- if there is established the guilt of the Insured in relation to the damage caused to the third party's health or/and property: the court decision on requiring damage reimbursement;
- in the case of damage or/and loss caused to the Insured's property: the documents indicated in Section 8;
- in the case of unexpected expenses related to cancellation of travelling or legal intervention: the documents confirming the incurred expenses including the documents indicated in the procedures and conditions of the corresponding Section.

All the other indicated and necessary documents shall be submitted to the Insurer only in the Georgian language accompanied by notarized translation.

If the information is not satisfactory for the Insurer, the Insurer shall have the right to require additional information.

Notification – the Insured or Beneficiary, as far as possible, shall promptly notify the Insurer on a potential claim, but not later than within 30 (thirty) days from occurrence of the claim causing event;

Medical Examination – the Insurer is authorized to require the Insured to undergo medical examination in relation to the claim on the Insurer's account.

4. General Exceptions of the Policy

The Insurer shall not satisfy the claim, which, directly or indirectly, is caused by or is resulting from the following circumstances:

- ionized radiation or radioactive pollution caused by nuclear fuel or nuclear waste generated as a result of burning of the nuclear fuel;
- explosives, radioactive, toxic, blasting or other dangerous features of nuclear material/equipment or any of its nuclear element;
- dispersion, application or emission of pathogen or toxic biological or chemical materials;
- war (whether declared or not);
- terrorism;
- deliberate self-injury, criminal action or its attempt, suicide or its attempt;
- flying, except flying as a commercial passenger or by regular or charter flight;
- an accident, when it is proved that during its occurrence the Insured was under influence of alcohol and/or drugs or the medicines not prescribed by a doctor (hereinafter "the Drugs") or/and the medicines were prescribed by a doctor, but the Insured was not taking them according to a manufacturer's instructions;
- AIDS/HIV, sexually transmitted disease or any related disease;
- active participation in dangerous types of sport as flying/jumping by parachute, flying by paraglider, skiing in the snow with no skiing run, diving, speleology and jumping with an elastic rope; taking part in sports competition as a professional or semi-professional;
- driving a bike or scooter with the engine more than 125 cub.cm or being there as a passenger;
- doing service in military, police, militia organizations, being trained there or discharging functions;
- any bodily injury or disease existing prior to commencement of the Insurance Period, caused by the circumstance or defect in relation to which the Insured has visited a doctor or he/she has been prescribed or provided with treatment prior to commencement of travelling.

Section 1 – Death Caused by or Resulting from an Accident

If the Insured experiences bodily injury during the Insurance Period, which, independently from any other reason, causes death of the Insured within a year from occurrence of the accident, the Insurer shall pay the Beneficiary the amount determined in the Table of Police Coverage (according to paragraph/box 1) in compliance with the procedures given below.

Section 2 – Permanent Total Disability

If the Insured experiences bodily injury during the Insurance Period, which, independently from any other reasons, causes permanent total disability, the Insurer shall pay the Insured the amount determined in the Table of Police Coverage (according to paragraph/box 2) in compliance with the procedures given below.

Permanent total disability means the disability, which persists, at least, 12 months after bodily injury and totally excludes any possibility of carrying out any kind of job by the Insured and which may remain unchanged all his/her life.

The conditions related to Sections 1 and 2:

If the Insured is missing and a corresponding body declares him/her dead, the Insurance Indemnification, in the amount given in the Policy, shall be paid considering and on the condition that the Beneficiary shall give his/her consent according to which the Insurer shall have the right to reclaim the paid Indemnification, if the Insured turns out to be alive later. The obligation of returning the paid Indemnification to the Insurer shall be jointly imposed as on the Beneficiary so the Insured.

The death or disability caused by severe climatic conditions shall be considered as caused by an accident.

Section 3 – Fracture (only for the owners of Gold and Platinum cards)

If the Insured during the Insurance Period gets bodily injury as a result of an accident, which, directly or independently from any other reason, is revealed as a fracture within 1 (one) month, the Insurer shall pay the Insured certain percent of the amount determined in the Table of Policy Coverage (according to paragraph/box 3), which depends on the type of fracture in compliance with the table given below.

If the accident causes more than one fracture, the corresponding percent of each case shall be summed up, but the Insurer shall not pay more than 100% of the limit determined in the Table of Policy Coverage.

Table of Payments for Fractures

1. Fractures of a pelvic bone (except the tailbone)

- a) multiple fracture (at least, one open and one complete fracture) - 100%
- b) open fractures of any type - 50%
- c) multiple fracture (at least, one complete fracture) - 30%
- d) all types of the remaining fractures - 20%

2. Fractures of a thigh and heel bone (except the tailbone)

- a) multiple fracture (at least, one open and one complete fracture) - 50%
- b) open fractures of any type - 40%
- c) multiple fracture (at least, one complete fracture) - 30%
- d) all types of the remaining fractures - 20%

3. Fractures of a shin-bone, clavicular bone, elbow joint, shoulder and forearm bones (including a wrist, except fracture of a spoke bone in a typical location)

- a) multiple fracture (at least, one open and one complete fracture) - 40%
- b) open fractures of any type - 30%
- c) multiple fracture (at least, one complete fracture) - 20%
- d) all types of other fractures - 12%

4. Fracture of a lower jaw bone

- a) multiple fracture (at least, one open and one complete fracture) - 30%
- b) open fractures of any type - 20%
- c) multiple fracture (at least, one complete fracture) - 16%
- d) all types of other fractures - 8%
- e)

5. **Fractures of scapula, knee-cap, breast bone, hand (except fingers and wrist), leg (except toes and heel)**
 - a) open fractures only - 20%
 - b) all types of other fractures - 10%
6. **Fracture of a forearm spoke bone in a typical location**
 - a) open fractures only - 20%
 - b) all types of other fractures - 10%
7. **Fracture of a vertebral column (the entire spine, except the tailbone)**
 - a) all types of compressive fracture - 20%
 - b) all types of fracture of latitudinal and metasternum and shaft - 20%
 - c) all types of other fractures of the vertebral column - 10%
8. **Fracture of several ribs, zygoma, tailbone, upper jaw, nose bones, fingers and toes**
 - a) multiple fracture (at least, one open and one complete fracture) - 16%
 - b) open fractures of any type - 12%
 - c) multiple fracture (at least, one complete fracture) - 8%
 - d) all types of other fractures - 4%
9. **Fracture of a cranium (except the nose and teeth) - 50%**

The exceptions applied to fractures

The Insurer shall not be responsible for payment of any kind of Indemnification in the following cases:

- caused by osteoporosis;
- inserting bone without anesthesia.

Section 4 – Burning (only for the owners of Gold and Platinum cards)

If the Insured during the Insurance Period gets bodily injury as a result of an accident, which, directly and without any other independent reason, is relieved within 1 (one) month as burning, the Insurer shall pay the Beneficiary certain percent of the amount determined in the Table of Policy Coverage (according to paragraph/box 4), which depends on the type of the burning in compliance with the table given below.

- 27% or more of the entire surface of the body - 100%
- 18% or more of the entire surface of the body, but less than 27% - 60%
- 9% or more of the entire surface of the body, but less than 18% - 35%
- 4,5% or more of the entire surface of the body, but less than 9% - 20%

Section 5 – The Cost of Medical and Urgent Travelling (the cost of urgent travelling only for the owners of Gold and Platinum cards)

If, during effectiveness of the Policy, the Insured suffers bodily injury as a result of an accident or any disease, the Insurer shall indemnify the Insured against the cost of reasonable and discrete medical and urgent transportation, but only the costs incurred within the first 180 days after suffering the bodily injury as a result of an accident or diagnosing of the disease and not more than the amount indicated in the Table of Policy Coverage, considering the corresponding franchise.

The Definitions Related to Section 5

Medical Expenses – common and reasonable costs paid outside the borders of the country of the Insured's permanent residence for the medical, surgical or other treatment services provided or prescribed by a doctor;

The Costs of a Family Member's Emergency Travelling (only for the owners of the Gold and Platinum cards) in economy class (or some other class according to the Insurer's decision) and additional cost of accommodation which can be paid by the Insured upon the Insurer's decision, but not more than for two persons; including a family member or business partner necessary for travelling together with the Insured, being with him/her, accompanying or substituteing them;

Stomatological Expenses – stomatological expenses are covered within the limits envisaged by a corresponding paragraph, if such expenses are the result of a bodily injury or unexpected and acute pain, which needs urgent treatment. The Insurer shall not indemnify the expenses for a permanent crown of tooth or prosthetics.

The conditions applied to Section 5

The Insured shall immediately contact April Assistance if the bodily injury or illness causes necessity of hospitalization.

Section 6 – Costs of Repatriation and Transportation

The cost of transportation of the Insured by corresponding means to the relevant medical institution or the home located in the country of permanent residence of the Insured, which will be recommended by the medical advisor appointed by the Insurer together with the local attending doctor.

In the case of death, the cost of transportation of the body or ashes and the Insured's personal belongings to the country of permanent residence shall be covered within the limit of the amount indicated in the Table of Policy Coverage.

In the case of transportation of the body or ashes, the Insurer shall also pay the cost of a coffin within the limits of the amount indicated in the Table of Policy Coverage.

The conditions applied to Section 6

The Insured/Beneficiary shall contact April Assistance as soon as possible, if the bodily injury or illness causes necessity of hospitalization or repatriation. April Assistance shall confirm such expenses; otherwise, the expenses may not be subject to indemnification.

If the medical advisor appointed by the Insurer and local attending doctor allow the Insured to travel by transport to his/her home located in the country of his/her permanent residence, but the Insured refuses to do so, the Insurer shall not have to indemnify the medical costs generated after the date of the offered transportation.

The exceptions applied to Section 6

The Insurer shall not be responsible in relation to any claim:

- when the Insured is travelling in opposition of a doctor's decision;
- when the aim of travelling is to get treatment or medical advice;
- if the state of the Insured's health/illness is caused by her pregnancy and the complication/disease takes place within a month before the expected date of childbirth.

Assistance

The April Assistance network is available any time during the Policy, if the Insured is travelling. If there is the necessity of medical assistance, please, contact the emergency hot line any time of day and night: **+90 212 370 29 60**. If you are contacting April Assistance for assistance, you should provide them with the following information:

- the Insured's name, number of his/her Policy and/or American Express card or his/her personal number;
- number of the phone, fax or telex through which the Insured can be contacted;
- the Insured's international address;
- description of the necessary urgent assistance.

Section 7 – Cost of Legal Service (only for the owners of Gold and Platinum cards)

The Insurer shall indemnify the Insured against the cost of legal service made by the Insured or under his/her name within the limit of the amount indicated in the Table of Policy Coverage, which costs are related only to the request of damage Indemnification or/and compensation from the third party, which, during the Policy effectiveness, as a result of an accident happened outside the boundaries of the country of permanent residence, caused the bodily injury or illness of the Insured, which has become the basis for presenting fair Insurance Claim by the Insured in compliance with the Policy Conditions.

Pledge (for the owners of all three types of cards)

The Insurer shall indemnify the Insured against the cost of the pledge within the limit indicated in the corresponding paragraph, if the Insured is deemed a defendant/suspect/guilty in the traffic accident and he/she is under investigation, he/she is detained or there is danger of his/her detention.

The Definitions related to Section 7 (only for the owners of the Gold and Platinum cards)

Appointed Representative – a qualified lawyer or legal company appointed in favor of the Insured and acting under his/her name;

Cost of Legal Service – any payment, costs and other amounts being reasonably required by the Appointed Representative in relation to any case or legal proceedings including the cost and expenses of experts-witnesses, as the expenses incurred by the Insurer for such proceedings.

Any Costs (payment, etc.) payment of which shall be imposed on the Insured upon the court or arbitration decision and any expenses payable in relation to any case or proceedings based on dealing without court;

Any Payments, the cost and other amounts reasonably paid by the Appointed Representative in relation to appealing of the court or arbitration decision or defending of the appealed position.

The claims satisfaction conditions applied to Section 7 (only for the owners of the Gold and Platinum cards)

Initially, the Insured shall obtain the Insurer's consent to cover the cost of legal service. The mentioned consent shall be granted if the Insured can persuade the Insurer, that:

- there is a reasonable grounds for initiating legal proceedings; and
- paying the cost of the legal service is reasonable in this particular case.

When making decision on giving the consent, the opinion of the Appointed Representative and direct advisors of the Insurer shall be considered. The Insurer can request, on the Insured's account, a conclusion of an independent lawyer or legal company on concrete circumstances of the claim and legal proceedings. If the claim is accepted, the expenses incurred by the Insured in relation to the mentioned legal conclusion, shall be subject to indemnification.

All the claims or legal proceedings related to one and the same reason, circumstance or case, including appealing of the decision made, shall be deemed a single claim. If the Insured wins a process and payment of the related legal expenses is imposed on some other person, the Insured shall indemnify the Insurer against the cost of the legal service paid by it.

The amounts paid by the Insurer in relation to the **Pledge**, which amounts, in compliance with the court decision, will be returned to the Insured, shall be refunded to the Insurer within 30 days from his/her returning to the country of his/her permanent residence or from receiving the court decision on returning of the amount.

Exceptions that apply to the Section 7 (only for the owners of the Gold and Platinum cards)

The Insurer shall not be kept responsible for:

- the cost of legal service paid for any civil dispute or/and legal proceedings directed against the Insured;
- any kind of penalties or other fines imposed by a court of criminal jurisdiction;
- the cost of legal service paid for initiating a case against any travelling agent, tour operator, Insurer or its agent;
- the cost of legal service paid for initiating a case against a person or Policy Holder, Insurer or any other organization, that will be involved in conclusion of this Insurance (applies to all card owners);
- the cost of legal service incurred by the Insured in relation to deliberately conducted criminal action;
- the demand or circumstance notification on which is made after 2 years from occurrence of the case having caused initiation of the processes.

Section 8 – Personal Property (only for the owners of the Gold and Platinum cards)

If while travelling the Insured loses his/her personal property or it is robbed or damaged during the Policy effectiveness, the Insurer shall pay the cost of replacement or repairing of such property in the limit of the amounts pointed out in the Table of the Policy Coverage. If the Insured's property is temporarily lost for more than four hours while commencement of travelling or returning from the journey, the Insurer shall pay the amount in the limits determined for the losing the luggage in the Table of Policy Coverage to buy necessary and reasonable items. If the personal property, which has been temporarily lost, is deemed permanently lost and the mentioned becomes the reason of a claim, the Insurer shall deduct from the final payment the amount already paid for temporary losing.

Definitions related to Section 8 (for Gold and Platinum Card Holders only)

Private property - property, which is owned by, assigned to, or placed under the responsibility of the Insured;

Conditions for meeting the claims, which apply to Section 8 (for Gold and Platinum Card Holders only)

Any claim will be subjected to the assessment by the Insurer as the latter deem fit and will be based on the age and the estimated depreciation of the causes of the claim.

The Insurer will make indemnification payment less the payments made by the Carrier. Any claim in respect of the change of the personal property will be subjected to Franchise.

If any claims arise from the transit-related loss or damage the Insured shall immediately notify the Carrier in writing. In the event of claim the Insured must submit the following documents:

- copy of the declaration submitted to the respective Carrier for loss, theft or damage;
- copy of the report of the corresponding Carrier or the Police authority;
- in case of loss by the Carrier - the original ticket and luggage ticket;

- list of lost, stolen or damaged personal property, indicating the date and price of purchase;
- original purchase receipts confirming acquisition of the lost, stolen or damaged items, if such items have been bought during the trip;
- documents confirming the indemnification paid by the Carrier to the Insured.

Exceptions that apply to Section 8 (for the Gold and Platinum Card Holders only)

The Insurer will not pay indemnification:

- exceeding EUR 200.00 per one item, and totally the amount, exceeding the limit specified in the schedule of repayments of the Policy;
- for the damage caused by destroying, breaking or scraping glass, ceramics or other breakable items, except for the cases resultant from fire, theft or accident of the transporting means used for their shipment;
- for loss or damage of sports equipment while their use;
- for damage or loss caused by moth, vermin, wear and tear, atmospheric or climatic conditions or impairment, mechanical or electronic systems breakdown, any process of their cleaning, painting, renovation, repair or replacement;
- for loss of funds, bonds, freely convertible and other securities;
- for loss or damage caused by the delay, arrest or confiscation on the basis of order of any governmental or public authority;
- for loss or damage of motor vehicles, their accessories and spare parts;
- for theft from the car, except for the cases when the vehicle is accessed by visible, forceful and rough means;
- for damage or loss of personal property, which will be sent in the form of load or by any land or air waybill.

Section 9 - Cancellation, early termination and suspension of the travel (only for Gold and Platinum Card Holders)

The Insurer will pay indemnification to the Insured / Beneficiary within the limits of the amount specified in the Policy coverage table if during the validity of the Policy the trip is canceled, terminated ahead of time, or delayed due to serious acute illness, death or injury of the Insured or his/her close family member or due to any other reason. Severity of the illness or injury should be evaluated by a doctor.

Cancellation of the travel ahead of time (only for Gold and Platinum Card Holders)

If the travel has to be canceled before departure, the Insurer reimburses all the deposits and prepayments in respect of the transportation and accommodation, which are not subject to refund.

Early termination of the travel (for Gold and Platinum Card Holders only)

If the travel terminates ahead of time after departure, the Insurer will reimburse the costs, which:

- have been incurred or are to be incurred for such travel, or
- are payable under the contract, or
- are not otherwise subject to refund.

Travel delay (for Gold and Platinum Card Holders only)

In case the departure of a vessel, aircraft or train, reserved by the Insured to reach the place of destination, is delayed before the start or after the end of the travel due to strike, bad weather conditions or mechanical damage, the Insurer will indemnify the Beneficiary, up to the Insurance Limit defined in the Policy Coverage table, against the necessary

procurement costs such as food, beverage or accommodation. The Insurer will cover only those delays, which last longer as compared with the minimum delay time specified in the Policy.

Conditions for meeting the claims, which apply to Section 9 (for Gold and Platinum Card Holders only)

Any substantiated evidence required by the Insurer in respect of the reasons that are beyond control of the Insured and which have led to the occurrence of the claim under the terms of this Section, shall be submitted to the Insurer without imposition of any expenses whatsoever and in the form and substance prescribed by the Insurer.

Exceptions that apply to Section 9 (the Gold and Platinum Card Holders only)

The Insurer will not pay any indemnification if the trip is canceled, terminated or interrupted before the term for the following reasons:

- a decision of the Insured not to travel or to terminate the travel in progress;
- visa waiver;
- the change of business or financial circumstances of the Insured;
- any provider's nonperformance /violation of the obligations related to the travel of the Insured;
- any regulation / restriction introduced by Government authorities or by the Government;
- mechanical damage or malfunction of vehicles (other than land and rail service disruptions due to landslides, snow or flooding), when the departure of ship, plane or train reserved by the Insured is delayed for more than 24 hours;
- a strike, due to which the departure of the ship, plane or train, on which the Insured had reserved a seat was delayed for at least 24 hours. The Insurer will make no refund whatsoever if the strike had been in place prior to making arrangements for the travel /booking the seats or the strike was expected, and the Insured was warned about it in advance;
- the Insured travels or plans to travel against the doctor's instructions or for medical treatment;
- any statement of the Insured on the termination of trip due to delay in the departure of ship, plane or train, if:

the Insured is unable to check in for the scheduled flight, except when such failure was caused by a strike or the delay occurred due to the resolution or recommendation on the temporary or permanent termination of operation activity of any vessel, aircraft or train made by a governing body of any port, railway or civil aviation or any of the similar bodies of any country.

Section II - Insurance of the purchase and of the Card unfair use

Section I – Insurance of the purchase

1. The insurance coverage of the purchase

Under the purchase insurance coverage terms the Insurer will compensate American Express Card Holders for financial losses incurred while the travel as a result of any consumer goods theft or robbery, purchased during the trip by the American Express Card at minimum price of 50.00 euros. The Insurer will also cover the unforeseen external damage of the above-mentioned purchased items, which could affect their direct use, within 30 days of the purchase.

In case of insurance coverage of the purchase, the Insurer will cover (1) the purchase price of the goods lost as a result of theft or robbery, or (2) the repair price or purchase price of the damaged goods. The latter will be paid in case it is impossible to repair the goods, or the repair price exceeds the purchase price.

2. Exceptions

The Insurer's responsibility does not cover:

- damage inflicted to the goods by the Card Holder or his/her cohabitant or relative intentionally or by negligence;

- disappearance of the property under suspicious or unknown conditions;
- damage caused by corrosion, humidity, extreme temperature or frost;
- damage caused as a result of wrong or unprofessional assembly / debug;
- damage caused as a result of using the supplied goods against instructions provided by the distributor or manufacturer;
- scraps, spots or other aesthetic damage that does not affect proper use of the goods;
- damage caused as a result of nuclear reaction or radioactive radiation;
- damage caused as a result of war, civil war, revolution, rebellion, insurrection, terrorist act and other force majeure situation;
- damage caused as a result of theft from a vehicle;
- damage inflicted to the parts or equipment of the vessels or other mechanical means of transportation (including planes, motor vehicles and motorcycles);
- the damage of goods, the purchase price of which did not exceed 50.00 euros;

the cases when in the process of damage indemnification it is revealed that the Insured had provided the Insurer with wrong information in respect of the suffered losses in order to receive undue insurance indemnification. Accordingly no insurance claims related to such cases will be met.

3. Insurance Event notification conditions

When notifying about incurred loss or damage the Insured shall submit to the Insurer the following documents:

- accurate description of the damage circumstances;
- a copy of the application filed to the Police or relevant authority, and resolution about the termination of the investigation;
- original invoice or receipt confirming the amount paid when buying the consumer goods;
- the document confirming acquisition by American Express Card;
- in case of accidental damage, copy of calculation of repair cost, the repair cost invoice or a certificate from the store that the consumer item is not subject to repair due to the nature of the damage;
- doctor's certificate or statement of an eyewitness in case of robbery or burglary, if the robber used force to keep the loot;
- in the case of theft with penetration, the documents confirming such fact;
- The Card Holder's claim can only be satisfied in case of submission of all the above-mentioned document.

4. Consumer Goods definition

For the purposes of this insurance as consumer goods are considered all the goods the price of which has been paid in full or in part by the American Express Card of Bank of Georgia, to which the purchase insurance coverage apply.

The following types of goods are not considered to be consumer goods under the purchase insurance coverage: animals, plants, cash, travel checks, tickets, securities and other goods represented at the Stock Exchange, jewelry, precious stones, food and beverage.

Attention! If the Insured only partially paid the cost of goods by American Express Card, the Insurer will only reimburse the damage within the limits of American Express Card.

Section 2 – Unfair use of the Card

1. Insurance coverage of the Card Holder

Insurance covers the following risks:

Financial loss, which is caused by the fraudulent use of American Express Card of the Insured during the trip (this may happen as a result of American Express Card loss or after its theft / burglary / robbery). Coverage begins after the Insured notifies the Bank about the American Express Card loss or theft / burglary / robbery.

In any case, the period of Insurance Coverage does not exceed 72 hours, and includes the period following after the Insured, by the observance of the terms of the American Express Card, sends notification to the Bank about the American Express Card theft / robbery / burglary, till suspension of the Card validity.

2. Exceptions

The Insurer is not responsible for the damage indemnification in the following cases:

- 2.1 American Express Card was fraudulently used before the Card was handed over to the possession of the Insured.
- 2.2 The intentional fraudulent action committed by the Card Holder or his/her spouse, parents, children, relatives or any cohabitant;
- 2.3 The damage caused by war, civil unrest, revolt, insurrection, revolution, terrorism, natural disasters, nuclear reaction or radiation.

3. Conditions of Insurance Event notification

The Insured shall:

- 3.1. notify the Bank of Georgia about the Card loss or theft / robbery / burglary immediately after the detection of such fact on the phone +995 32 2 444 444 and suspend the Card pursuant to the instructions of the operator (or request the Card suspension);
- 3.2. report to the Police (or competent authority of the relevant country) about the Card theft or fraudulent use of the lost or stolen Card. The Card Holder must request a copy of the document proving the beginning of the investigation, which is required to receive the Insurance indemnification;
- 3.3. Immediately notify the Insurer about the incident and send the following documentation:
 - The written notice about fraudulent use of the lost or stolen American Express Card describing the circumstances of the American Express Card loss or theft / robbery / burglary;
 - The copy of application submitted to the Police about the fraudulent action committed by the lost or stolen Card and a document confirming the fact of beginning the investigation.

In addition, the Card Holder must provide the Insurer with the following documents:

- copy of "interrogation protocol" or the investigator's certificate indicating the Card details and the amount of fraudulently used funds;
- certified copy of the document issued by the Police on the "launch of criminal case;"
- certified copy of the document issued by the Police on the "Recognition as civil defendant;"
- certified copy of the document issued by the Police on the "Recognition as victim;"

- in case of fraudulent use of lost or stolen American Express Card, the Card Holder / Insured must submit a certificate/document issued by the competent authority of the corresponding country confirming the fact of launch of an investigation on the basis of the Card Holder's request.
- certified copies of the bank account statement of the Insured.

4. Procedures related to the indemnification

- 4.1. The Insurer pays indemnification within 15 days since the confirmation and recognition of the event;
- 4.2 The indemnification will be paid directly to the bank account of the Insured. The indemnification will be paid for each individual case and will not be grouped according to certain dates each month. This mechanism may be reviewed in accordance with the volume of the case, in view of the possibility of grouping the payments, if such makes easier the proceedings both for the Insurer and the Policy Holder.
- 4.3. If the Insurer refuses to pay indemnification, then the Insurer must send the Card Holder a letter containing reasonable grounds for refusal, a copy of which will be sent to the Policy Holder with delivery notice.

Section 3 - Unfair use of the Card as a result of electronic fraud

1. The Insurance covers the following risks:

Electronic fraud - means unauthorized acquisition of services / goods while travelling, via the Internet or computer software with access to the Internet, which inflicted material damage to the Card Holder.

2. Exceptions:

2. Exceptions:

The Insurer is not liable for damages in the following cases:

- the Card Holder disclosed the Card data to the third party intentionally or negligently;
- the electronic transactions provided for by fraudulent scheme were carried out with the Card Holder's consent.

3. Insurance Event notification conditions

The Insured shall:

- 3.1. notify the Bank of Georgia immediately after detecting the fraudulent use of the Card by phone: +995 32 444 444 and suspend/block the Card pursuant to the Bank operator's instructions;
- 3.2. notify the Police(or respective competent body) upon detecting the fact of fraudulent use of the Card. The Card Holder shall request a copy of the document confirming the beginning of investigation on the basis of such application, which is necessary to receive the Insurance Indemnification.
- 3.3. Immediately notify the Insurer and the Bank about the incident and send the following documentation:
 - written notice about fraudulent use of the American Express Card describing the circumstances of the fraudulent use of American Express Card;
 - copy of application submitted to the Police about the fraudulent action taken by the Card and a document confirming the fact of beginning the investigation on the basis of the aforesaid application.

Additional information about the Card fraudulent use is provided to the Insured in the corresponding manner.

In addition, the Insurer is authorized to request from the Card Holder to submit the following documentation:

- copy of "interrogation protocol" or the investigator's certificate indicating the Card details and the amount of fraudulently used funds;

- certified copy of the certificate issued by the authorized competent body on the "Commencement of criminal case;"
- certified copy of the document issued by the authorized competent body on "Recognition as civil defendant;"
- certified copy of the document issued by the authorized competent body on "Recognition as victim;"
- certified copies of the bank account statement of the Insured;
- the Card Holder must submit the aforesaid documents issued by the competent authorities of the corresponding country pursuant to their statutory standards, where the said Insurance Event occurred.

4. Procedures related to the indemnification

4.1. The Insurer pays indemnification within 15 days since the confirmation and recognition of the event;

4.2. The indemnification will be paid directly to the bank account of the Insured. The indemnification will be paid for each individual case and will not be grouped according to certain dates each month. This mechanism may be reviewed in accordance with the volume of the case, in view of the possibility of grouping the payments, if such makes easier the proceedings both for the Insurer and the Policy Holder.

4.3. If the Insurer refuses to pay indemnification, then the Insurer must send the Card Holder a letter containing reasonable grounds for refusal, a copy of which will be sent to the Policy Holder with delivery notice.

Section 4 - Medical transportation

Medical evacuation

Where the primary emergency services are non-existent in the country of travel, the insurer organizes and pays for emergency transportation to the nearest hospital with appropriate medical facilities, subject to the approval of the insurer's medical team on the means and place of evacuation.

Medical repatriation

The insurer's doctors contact the local doctors treating the insured and take the decisions best suited to the insured's condition based on the information obtained and medical requirements only.

If the insurer's medical team recommends the repatriation of the insured, the insurer organizes and pays for the said repatriation based solely on medical requirements.

The destination of the repatriation is:

- either the most suitable hospital;
- or the nearest hospital in the home country or the assigned country
- or the insured's home or usual place of residence.

The final choice of the place of hospitalisation, the date, the need for the insured to be accompanied and the means used are a matter solely for the insurer's medical team.

General conditions of sections 1, 2, 3 and 4 of part II

Territorial boundaries

For the purposes of this Insurance the Insurance Coverage area is considered to be the whole world.

The damage or loss claim has to be immediately reported to the Insurer, but in any case within 5 working days (except for weekends and holidays). The notification must be sent by mail to the specified address and / or email address at amexclaims@imedil.ge

JSC Insurance Company "Imedi L"
Tbilisi, Anna Politkovskaya street, # 9, 0186 Tbilisi, Georgia

Tel: + 995 32 2 922222

The Insured confirms by signing the Policy that he/she agrees that any information, including that of containing the bank confidential information, which is necessary for the Insurer to settle the Insurance Event, be requested by the Insurer and delivered to him.

Attention! The Insurer is exempt from the obligation to pay indemnity if the Insured submits the notice of loss 90 days after the incident and it is impossible to identify the circumstances of the loss occurrence.

General Terms and Conditions for Section 1 and Section 2

- The term of effectiveness of the Policy is defined pursuant to the period set out in the corresponding box of the Policy. Furthermore during the whole effective period of the Policy it is to be automatically extended for one-year term / terms, if there is no basis to terminate the Policy stipulated by these conditions;

- American Express Card expiration does not terminate the effectiveness of the Policy, if the Card Holder activates the new / upgraded American Express Card issued by the Bank of Georgia before the expiration of the existing American Express Card.

- effectiveness of the Policy may be terminated ahead of schedule, if:

- a) the Insured cancels his/her American Express Card;
- b) American Express Card agreement is terminated by the Bank of Georgia for any other reason;
- c) the account of the Insured is frozen by the Bank;
- d) the fact of misleading the Insurer is detected in the course of the damage settlement procedure;
- e) the JSC Bank of Georgia terminates the insurance agreement of the Insured;
- f) the insurance agreement between JSC "Bank of Georgia" and the Insurer is terminated.
- g) the Bank is required, in case of termination of the effectiveness of the Policy to provide information to the Insurer in 2 days since the termination.

Final provisions

The insurance relationship arising from these conditions as well as any dispute thereof shall be settled under the effective law of Georgia. In case of dispute, the case will be considered by the Tbilisi court under the legislation of Georgia. Furthermore, the first instance court's decision in favor of the Insurer will be immediately enforced, according to the Civil Procedure Code of Georgia.

Amex Travel Insurance Agreement (which includes as standard terms, as Amex Travel Insurance Policy) is prepared in Georgian and English and the conditions drawn up in Georgian prevail while interpreting the agreement.

Note: These Amex Travel Insurance Agreement standard conditions represent the analogue of the conditions stated pursuant to the act of the statement of fact (posted together with the corresponding act on the website at: <http://www.imedil.ge/travel-insurance>). However, any change to these standard terms and conditions may be introduced only by way of pronouncing the fact of change; therefore all other conditions different from the present standard conditions in which no changes have been made in the prescribed manner, do not give rise to any rights, obligations or responsibilities for the parties.

While changing each standard condition the bringing of standard contract conditions in conformity with new conditions will be carried out by way of the statement of fact and the corresponding act together with the modified standard conditions will be uploaded to the website; all the acts (with the dates thereof), with the aid of which the standard

conditions were changed, will be available on the website; while the standard contract terms and conditions (including the conditions without the statement of facts, which is analogous to the conditions stated each time) they will be updated on the website each time. Furthermore the standard condition of each agreement is effective before the date indicated in the new act of the statement of fact, and so on before stating standard conditions of each new agreement.