

The standard conditions of this Travel Insurance

This Agreement shall be implemented in compliance with the Georgian legislation and the terms and conditions given below

1. Definitions

Definitions of the terms given in this Travel Insurance Terms and Conditions:

- 1.1 **Insurer** - JSC "Insurance Company Imedi L" (Identification No. 204919008);
- 1.2 **Policy Holder** – a person concluding this Travel Insurance with the Insurer in favor of the Insured indicated in the Insurance Policy;
- 1.3 **Insured** – a person permanently or temporarily residing in Georgia in favor of whom the insurance is concluded;
- 1.4 **Beneficiary/Heir** – a person, that, in compliance with the Insurance Agreement and/or legislation, is authorized to receive the insurance indemnification;
- 1.5 **Travel Insurance Policy** – a document confirming the fact of conclusion of the Travel Insurance in favor of the person defined under the Insurance Policy and indicating the Insurer, Policy Holder, Insured, insurance period and other conditions of substantial significance;
- 1.6 **Standard Conditions of Travel Insurance** – these conditions of the Travel Insurance, which, together with the Insurance Policy, create the Travel Insurance Agreement;
- 1.7 **Travel Insurance Agreement** – integrity of the standard conditions of the Travel Insurance Policy and this Travel Insurance;
- 1.8 **Legislation** - Effective laws and by-laws of Georgia and international agreements and covenants included in the regulatory regime of Georgia;
- 1.9 **Insurance Conditions** – standard conditions of the Travel Insurance defining the coverage conditions and procedures of their implementation;
- 1.10 **Assistance** - JSC "April Assistance", the company providing specialized service meaning 24-hour phone consultations, provision of the insurance related information and organization of medical service;
- 1.11 **Insurance Risk** - the event, which is likely to occur accidentally and for the likelihood of which the insurance is conducted;
- 1.12 **Insurance Coverage** - medical service/Insurance Risk which is liable to Insurance Indemnity under the terms and conditions of Insurance Agreement;
- 1.13 **Insurance Event** – occurrence of the Insurance Risk under insurance coverage, creating the Insurer's obligation to pay Insurance Indemnification in compliance with the conditions of the Insurance Agreement;
- 1.14 **Insurance Period** – the time interval during which the insurance coverage set forth under the Insurance Agreement is effective in relation with the Insured; calculation of the insurance period envisaged under the Travel Insurance Policy shall begin at 00:00 hrs of the date indicated in the box of the insurance period of the Travel Insurance Policy and expire at 24:00 hrs of the date indicated in the box of the insurance period of the Travel Insurance Policy;
- 1.15 **Insurance Period Determined by the Number of Days** – the number of days subject to insurance coverage during a calendar year, which in any concrete case is indicated in total in the Travel Insurance Policy; calculation of the insured period envisaged under the Travel Insurance Policy shall begin at 00:00 hrs of the day of commencement of travelling and expire by the day/time of returning to Georgia in the case of each travelling, unless the number of days subject to insurance coverage and indicated in the Travel Insurance are expired;
- 1.16 **Insurance Premium (payment)** – the amount to be paid indicated in the Travel Insurance Policy, which represents the cost of the insurance service to be rendered by the Insurer;
- 1.17 **Insurance Limit/Sublimit** – the amount indicated in the Travel Insurance Policy representing the maximum of the total Insurance Indemnification to be issued by the Insurer for a particular insurance coverage;
- 1.18 **Insurance Indemnification** – the amount issued by the Insurer in the case of Insurance Event in compliance with the insurance conditions;
- 1.19 **Franchise** - a part of the loss caused by the Insurance Event, which is determined in compliance with the Insurance Agreement and shall not be indemnified by the Insurer (represents the responsibility of the Insured/Health Insured);
- 1.20 **Urgent Situation** – worsening of the state of health as a result of an accident or unexpected illness (which is not in the list of exceptions), which created hazard for the Insured's life and needs certain urgent medical assistance;
- 1.21 **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;
- 1.22 **Urgent Out-Patient Treatment** – medical service rendered to the Insured in emergency medical condition, which by the medical evidence does not require staying at the Medical Institution for more than 24 (twenty four) hours;
- 1.23 **Urgent In-Patient Treatment** – medical service rendered to the Insured in emergency medical condition, which by the medical evidence requires staying at the Medical Institution for more than 24 (twenty four) hours;
- 1.24 **Bed Day** – the calendar day that shall be calculated from the moment of putting into a medical institution and duration of which is 24 hours. Besides, if the last day of service does not equal to 24 hours, it shall be deemed a bed day only in the case if the medical service was carried out uninterruptedly;
- 1.25 **Urgent Dentistry** – acute tooth-ache relief and urgent tooth extraction in compliance with the diagnosis;
- 1.26 **Urgent Ophthalmological Treatment** – medical service rendered to the Insured in case of acute eye trauma;

- 1.27 **Repatriation** – indemnification of air or auto transportation of the corpse of the Insured or the Insured (sick, injured) by plane (in case of the corpse of the Insured, it also involves the cost of the service(s) necessary for transportation of the coffin and deceased) to the nearest international airport of Georgia or the check-point nearest to the territory of Georgia;
- 1.28 **Death of the Insured** – death of the Insured caused by an accident or any other natural reason (which is not in the list of exceptions);
- 1.29 **Territorial Limit** - The territorial area/country pointed out in the Travel Insurance Policy
- 1.30 **Aggregate Limit** – the amount pointed out in the Insurance Agreement, representing maximum of the total Insurance Indemnity to be paid by the Insurer in favor of the Insured during the Insurance Period for all or particular Insurance Coverage pointed out in the Insurance Agreement;
- 1.31 **Earned Premium** – the Earned Premium, obtained in the limits of the Insurance Period by a concrete date, represents:
- the consolidated premium corresponding to his/her entire Insurance Period in the case when the Insurance Period is expired by a concrete date;
 - a part of the consolidated premium corresponding to his/her entire Insurance Period, which equals to the number of days elapsed from commencement of the Insurance Period to the above mentioned concrete date against the duration measured during the days of entire Insurance Period in the case if the Insurance Period is not expired by the concrete date;
- 1.32 **Unearned Premium** – the Unearned Premium, obtained in the limits of the Insurance Period by a concrete date represents the difference between the consolidated premium corresponding to his/her entire Insurance Period and Earned Premium;
- 1.33 **Medical Institution** – a medical institution functioning in the territorial area/country pointed out in the Travel Insurance policy, which, in compliance with the legislation of a corresponding country, is authorized to carry out certain medical activities;
- 1.34 **Accident** – unforeseen, unexpected 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;

2. Insurance Coverage

When occurrence of the Insurance Event, within the Insurance Limit, the Insurer shall provide:

- 24-hour informational-consulting service
- indemnification of Emergency Medical Care;
- indemnification of urgent out-patient treatment;
- indemnification of urgent hospital care;
- indemnification of urgent dental service;
- indemnification of repatriation of the Health Insured (injured, sick or deceased);
- indemnification of luggage loss or late delivery, flight delay and the cost of travelling of a person accompanying the Health Insured (sick, deceased) during repatriation (except Season Policy (aggregate limit USD 5000.00));

The Insurance Policy shall be effective only for the cases occurred in the countries and within the period pointed out in the Insurance Policy. The cost of treatment of the medical conditions/illnesses under the corresponding sub-limit shall be indemnified out of the limit envisaged only under the mentioned sub-limit (threshold amount to be reimbursed by the Insurer). If one sub-limit expires, usage of the sub-limit and/or limit of some other service is impermissible.

2.1 SEASON (Aggregate Limit – USD 5 000.00)

2.1.1 For those, whose age for the moment of expiration of the Insurance Period, is less than 70 years of age, the Travel Insurance terms and conditions shall cover the following:

A) The cost of medical service rendered to the Health Insured:

AA.1.the following types of medical service shall be covered:

• **Cost of emergency medical care**

The costs shall be indemnified fully and without any deductible;

• **Urgent out-patient treatment**

When providing the Health Insured with urgent out-patient service, there will be indemnified not more than USD 1,000.00 (one thousand) (total limit);

Deductible: **USD 80.00**

• **Urgent hospital care**

When providing the Health Insured with urgent hospital care, there will be indemnified not more than **USD 400.00** (four hundred) per each in-patient/day;

- **Urgent dental treatment**

Only the costs for acute tooth-ache relief and urgent tooth extraction will be indemnified, not more than **USD 500.00** (five hundred) (total limit);

Deductible: **USD 80.00**

- **Reimbursement of the cost of repatriation of an injured/sick person**

The cost of repatriation of the Health Insured (injured, sick) shall be indemnified fully, without any deductible;

Sub-limit **USD: 1 500.00** (one thousand and five hundred)

The decision on repatriation shall be made by the medical expert of the Insurer's medical institution on the basis of consultation with the doctor in charge. If the group of experts of the Insurer's medical institution deems it possible to repatriate the Health Insured, but the Health Insured/beneficiary refuses repatriation, the mentioned policy shall be terminated automatically and the Insurer shall decline the responsibility for indemnification of the cost of hospitalization and repatriation.

B) The Costs Related to Death of the Health Insured

B.1. In case of death of the Health Insured the following costs will be covered:

- Repatriation costs shall be indemnified in case of death of the Health Insured, the costs incurred as the result of bringing his/her corpse or ashes to Georgia and, also, in case of death of the Health Insured – the costs incurred as the result of his/her burial in the given location.

Sub-limit **USD: 1 500.00** (one thousand and five hundred)

2.1.2 For those, who, for the moment of expiration of the Insurance Period, are 70 years old and more, the Travel Insurance terms and conditions shall cover only the following:

A.1. the following shall be covered in case of death of the Health Insured:

- repatriation costs shall be indemnified in case of death of the Health Insured, the expenses incurred as the result of transportation of his/her corpse or ashes to Georgia and, also, the expenses incurred as the result of his/her burial in the given location.

Sub-limit: **USD 1 500.00** (one thousand and five hundred)

2.1.3 Conditions for disbursement of the Insurance Indemnification to cover the cases envisaged under sub-paragraphs 2.1.1 and 2.1.2. of the terms and conditions under this Insurance Agreement:

In case of the Insurance Event Health Insured or an authorized person shall notify assistances within 24 hours from the moment of occurrence of the mentioned Insurance Event on the following phone number:

April Turkey Assistance, phone number: +90 212 370 29 60

The Insured/Health Insured shall submit the Insurance Policy to corresponding medical institution. The Insurer shall pay the part defined under the policy terms and conditions of the cost of the service rendered by the medical institution (within the limits defined under the same policy) directly to the medical institution via bank transfer and the Health Insured shall have to pay the amount envisaged under the deductible (**USD 80**) (if such deductible is envisaged under the corresponding coverage).

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 Health Insured's passport and Insurance Policy.

If the Health Insured pays full cost of the medical service at the spot, he/she shall submit to the Insurer the medical conclusion, 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.

2.2 WORLD STANDARD (Aggregate Limit – USD 50 000.00)

2.2.1 For those, whose age for the moment of expiration of the Insurance Period, is less than 70 years of age, the Travel Insurance terms and conditions shall cover the following:

AA) The cost of medical service rendered to the Health Insured (except the cases given in the list of exceptions);

AA.1.the following types of medical service shall be covered:

• **Cost of emergency medical care**

The costs shall be indemnified fully and without any deductible;

• **Urgent out-patient treatment**

When providing the Health Insured with urgent out-patient service, there will be indemnified not more than USD 5,000.00 (five thousand) (total limit);

Deductible: USD 80.00

• **Urgent hospital care**

When providing the Health Insured with urgent hospital care, there will be indemnified not more than USD 400.00 (four hundred) per each in-patient/day;

• **Urgent dental treatment**

Only the costs for acute tooth-ache relief and urgent tooth extraction will be indemnified, not more than USD 500.00 (five hundred) (total limit);

Deductible: USD 80.00

• **Urgent ophthalmological treatment**

the cost of medical service in case of traumatic eye injury shall be indemnified in the amount of not more than USD 1,000.00 (one thousand) (total limit);

Deductible: USD 80.00

• **Reimbursement of the cost of repatriation of an injured/sick person**

The cost of repatriation of the Health Insured (injured, sick) shall be indemnified fully, without any deductible;

Sub-limit USD: 3,000.00 (three thousand)

The decision on repatriation shall be made by the medical expert of the Insurer's medical institution on the basis of consultation with the doctor in charge. If the group of experts of the Insurer's medical institution deems it possible to repatriate the Health Insured, but the Health Insured/authorized person refuses repatriation, the mentioned policy shall be terminated automatically and the Insurer shall decline the responsibility for indemnification of the cost of hospitalization and repatriation.

B) The Costs Related to Death of the Health Insured.

B.1. In case of death of the Health Insured the following costs will be covered:

- Repatriation costs shall be indemnified in case of death of the Health Insured, the costs incurred as the result of bringing his/her corpse or ashes to Georgia and, also, in case of death of the Health Insured – the costs incurred as the result of his/her burial in the given location.

Sub-limit: USD 3,000.00 (three thousand)

2.2.2 For those, who, for the moment of expiration of the Insurance Period, are 70 years old and more, the Travel Insurance terms and conditions shall cover only the following:

A. The costs related to death of the Health Insured.

A 1 . the following shall be covered in case of death of the Health Insured:

- repatriation costs shall be indemnified in case of death of the Health Insured, the expenses incurred as the result of transportation of his/her corpse or ashes to Georgia and, also, the expenses incurred as the result of his/her burial in the given location.

Sub-limit: USD 3,000.00 (three thousand).

2.2.3 Conditions for disbursement of the Insurance Indemnification to cover the cases envisaged under sub-paragraphs 2.2.1 and 2.2.2. of the terms and conditions under this Insurance Agreement:

In case of the Insurance Event Health Insured or an authorized person shall notify assistances within 24 hours from the moment of occurrence of the mentioned Insurance Event on the following phone number:

1) **April Turkey Assistance, phone number: +90 212 370 29 60**

The Health Insured shall submit the Insurance Policy to corresponding medical institution. The Insurer shall pay the part defined under current standard terms and conditions of the cost of the service rendered by the medical institution (within the limits defined under current standard terms and conditions) directly to the medical institution via bank transfer and the Health Insured shall have to pay the amount envisaged under the deductible (USD 80) (if such deductible is envisaged under the corresponding coverage).

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 Health Insured's passport and Insurance Policy.

If the Health Insured pays full cost of the medical service at the spot, he/she shall submit to the Insurer the medical conclusion, 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.

Additional coverage:

- **Indemnification of the travelling costs of a person accompanying the Health Insured**

If while transporting the Health Insured (sick, injured) it is necessary to resort to the help of the third person, the Insurer shall cover the travel expenses of the mentioned person (which means covering only the cost of travelling tickets) only in case if usage of the return ticket was impossible on the date indicated in it.

In order to obtain the Insurance Indemnity there shall be submitted the written conclusion of the Health Insured's doctor in charge on the necessity of the accompanying person while transportation and, also, the accompanying person's documentation confirming the expenses incurred by him/her while travelling (travelling ticket, the bill confirming the amount paid). The amount shall be indemnified within 5 (five) working days upon documentation submission.

- **Luggage delay**

Sub-limit: USD 150.00

The Insurer shall pay the amount of USD 150.00, if the Health Insured receives his/her checked-in luggage with the delay of more than 6 hours.

The mentioned coverage does not apply to the case of luggage delaying in the airport of Georgia.

Insurance Payment:

When occurrence of the Insurance Event, upon receiving an official document related to the luggage delay from the air company, the Health Insured shall ensure emailing of the mentioned document to the Insurance Company to the address: clientservice@imedil.ge, and to obtain the indemnification it is necessary to submit in the shape of an original/source document together with the Travelling Policy and ID. The indemnification shall be paid within 5 (five) working days upon submission of the documents.

- **Loss of luggage**

This coverage shall apply only to the cases when the Health Insured is travelling by air transport; at the same time, the luggage lost in the course of charter flights is not subject to reimbursement.

Sub-limit: - USD 20.00 per each kg, but not more than 28 kg per each flight shall be reimbursed.

In compliance with this coverage the Insurer shall pay the Insurance Indemnity in case if the serving air company loses the luggage checked-in by him/her.

Insurance Indemnity:

When occurring of the Insurance Event, the Health Insured shall submit to the Insurance Company a ticket and an official appeal of the air company on the luggage loss, pointing out total weight of the luggage lost. The indemnification shall be paid within 5 (five) working days upon submission of the documents. If the Health Insured, as the result of luggage loss, is indemnified for the luggage delay by the air company or any other party, then such amount shall be deducted from the Insurance Indemnity to be paid by the Insurer.

• Flight postponing

Sub-limit: USD 70.00 per each night but not more than three nights.

In compliance with this coverage, hotel expenses incurred due to the flight postponing/delaying shall be paid only in cases when the air company refuses to pay the hotel costs. For the purposes of this Policy, postponing/delaying of the flight means delaying of the flight as the result of which the Health Insured has to spend night at the airport.

The Insurer shall reimburse the difference between the amount paid by the air company and limit defined under this coverage in case, if the Health Insured decides to stay in higher class hotel (than it is offered by the air company).

Insurance Indemnity:

In order to obtain the indemnification the Health Insured, within 5 (five) working days upon returning to Georgia, shall submit to the Insurance Company the corresponding flight ticket, official appeal from the corresponding air company confirming the fact of the flight delay pointing out the hours of delay and the amount issued to settle the hotel costs. The Health Insured, also, will submit a hotel bill pointing out actual costs incurred by him/her. The amount shall be paid within 10 (ten) working days upon submission of the documents.

3. Exceptions:

The Travel Insurance Policy does not cover:

- indemnification of diseases which do not require emergency assistance and which do not prevent insured from continuing the journey;
- indemnification of the medical service provided without the Insurer's confirmation;
- indemnification caused as the result of an accident due to civil war or the war with other states, rebellion, demonstrations, terrorist acts or sabotage, disturbances;
- indemnification related to any kind of injury caused by radiation source impact;
- indemnification related to any kind of injury caused by pandemics, epidemics, pollution or natural calamities;
- indemnification related to the injuries incurred under the influence of drugs, alcohol or psychotropic substances and, also, the costs caused as the result of toxic effect of the drugs not prescribed by a qualified doctor;
- indemnification caused by injuries resulting from illegal actions, suicide or attempt of suicide;
- indemnification of any medical cost related to the disease existing prior to travelling, the Health Insured's inherited physical or mental defects;
- indemnification caused by mental disease;
- indemnification related to oncologic diseases and their complications;
- indemnification related to pregnancy, delivery and/or their complications; but the cost of medical services related to extrauterine pregnancy shall be subject to indemnification;
- indemnification related to contraception, investigation and treatment of infertility;
- indemnification of the diseases which have been revealed prior to travelling of the Health Insured and treatment has not been carried out or has not been completed at the moment of travelling abroad;
- indemnification related to treatment of AIDS, Sexually Transmitted Diseases, B and C hepatitis and their complications;
- the accidents, caused by creation of unnecessary danger by the Health Insured (except the cases, when it is related to rescuing of anyone's life);
- 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;
- indemnification of prosthetics and transplantation;
- indemnification of vaccination (except anti-tetanus, anti-rabies, anti-botulism, anti-viper);
- indemnification of treating at non-licensed medical institutions and consultations and treatment with private persons with no right to carry out medical activities;
- the cases, related to participation of the Health Insured in professional/amateur sports, alpinism and rock climbing, hang-gliding and jumping with a parachute, diving or other kind of sports involving increased risk of being injured; **(This exclusion does not extend to Product defined in subparagraph 2.1, SEASON USD 5 000.00)**

- indemnification of medical treatment or consulting if it represents the aim of travelling;
- 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);
- indemnification of medical service related to injury of the Health Insured as the result of air and railway accident or costs of repatriation in case of his/her death;
- reimbursement of the costs of treatment of injury incurred as the result of participation in maneuvers and training exercises;
- reimbursement of costs of any cardio surgical and cardio invasive methodologies (coronary artery bypass grafting, balloon angioplasty and stenting);
- in case if the treatment costs are not reimbursed in compliance with the exceptions pointed out in the Insurance terms and conditions, repatriation costs shall not be covered either;
- for those, who are insured by B coverage only, the costs of repatriation shall not be reimbursed, if obtaining of medical treatment is the purpose of travelling;
- the costs related to issuance of any kind of medical certificates;
- indemnification of such medical service, which are rendered after expiration of the Insurance Period (despite the fact whether the Insurance Event/medical service is completed or not by the moment of expiration of the Insurance Period);
- Indemnification of such medical service, by the date of commencement of rendering of which the Insurance Period under the Policy will be expired.

3. Special Conditions

- 3.1 If the Insurer sees proper, its authorized doctor-expert shall have the right to examine the Insured and get acquainted with his/her record of patient;
- 3.2 Presence of the Insured in Georgia is mandatory when issuing the Policy;
- 3.3 In the case of failure to comply with the conditions envisaged under paragraphs 3.1 and 3.2, the Insurer shall be released from the obligations assumed under the Travel Agreement;
- 3.4 The Insured is authorized to be provided with the service in relation of each coverage in the limits of/in compliance with the instructions envisaged in this Travel Insurance standard conditions.

4. Expiration, Termination of the Effectiveness of the Insurance Policy and Condition for the Insurance Premium Refunding

- 4.1 Effectiveness of the Insurance Policy shall be considered expired:
 - in the case of expiration of the Policy effectiveness (Insurance Period);
 - in the case of expiration of the Insurance Limit envisaged under the Policy conditions.

Travel Insurance Policy can be cancelled as prior to commencement of the Insurance Period envisaged under the Policy so after commencement of the Insurance Period. In the case of early cancellation of the Policy, the issue of refunding of the Insurance Premium shall be regulated according to the Insurer's decision in compliance with the procedure indicated in paragraph 4.2.

- 4.2 Early termination of this Travel Insurance/Policy cancellation is permitted as prior to commencement of the Insurance Period so after commencement of the Insurance Period in the case of the following reasons:
 - a) worsening of the health state
 - b) cancellation of the business trip
 - c) other circumstances making travelling impossible
 - d) visa denial
 - e) Entry denial to Country (in each particular case, refusal of respective body/person to enter the country)

In the case of occurrence of the above circumstances, the Insured shall submit the Insurer the following:

in the case of worsening of the health state – the passport and Health Certificate (form No. 100)

in the case of business trip cancellation – the passport and the employer's certificate on cancellation of the business trip

in the case of other circumstances - a passport, application on cancellation of the Policy and document/evidence of the circumstance excluding/complicating the travelling or making it impossible.

visa denial – the passport, a certificate from the embassy on visa denial

Entry Denial to Country –Passport, a paper/document issued by respective body;

- 4.3 If early termination of the Travel Insurance/Policy cancellation is requested prior to commencement of the Insurance Period indicated in the Policy and the Insurer deems the reason of the Policy cancellation excusable, the Insurance Policy paid in the limits of the Policy (less the expenses incurred by the Insurer) shall be fully subject to refunding and if early termination of the Travel Insurance is requested after commencement of the Insurance Period indicated in the Policy and the Insurer deems the reason of the Policy cancellation excusable, only the Insurance Premium earned in the limits of the Policy shall be subject to refunding (less the expenses incurred by the Insurer);
- 4.4 For the purposes of cancellation of the Travel Insurance Policy corresponding to the Insurance Policy determined by quantity of the days, earning of the Premium shall commence from the date of the Policy issuance and it shall be deemed fully earned from the date of issuance of the Travel Insurance Policy to the date, which term (quantity of days) is envisaged by the Policy for Insurance coverage;
- 4.4.1 When cancelling the indicated Travel Insurance Policy, if the Insurer deems the reason of the Policy cancellation excusable, only the Insurance premium shall be subject to refunding in proportion with the earned period, correspondingly in the case if by the time of the Policy cancellation the Insurance Premium, in the limits of the Policy, is fully earned, the Premium shall not be subject to refunding;
- 4.5 If, upon studying the documents submitted by the Insured, the Insurer deems the reason of early termination of the Travel Insurance/the Policy cancellation inexcusable, whether the Policy cancellation is requested prior to commencement of the Insurance Period or after it, the Insurance Premium shall not be subject to refunding.

5. Resolution of Disputes between the Parties

- 5.1 Any dispute arisen between the Parties shall be resolved through negotiations. If the resolution is impossible to achieve then Tbilisi City Court shall resolve the dispute in compliance with the legislation of Georgia; besides, the Parties agree that the decision made in favor of the Insurer shall be subject to immediate execution in compliance with the legislation of Georgia.

6. Representations and Guarantees

- 6.1. Signing the Travel Insurance Policy the Policy Holder confirms and guarantees that:
 - 6.1.1 it has provided the Insured with full and comprehensive information on the standard conditions of this Travel Insurance uploaded to the Insurer's web-site;
 - 6.1.2 it has fully and comprehensively acquainted the Insured with the standard conditions of this Travel Insurance and that the Insured has no claims against these conditions;
 - 6.1.3 it has explained the Insured all the details of all conditions envisaged under this Travel Insurance Agreement and, also, all the obligations and responsibilities which can be imposed on him/her resulting from the above conditions;
 - 6.1.4 it has been provided by the Insurer/Insured with all the necessary information/documentation needed for conclusion of the Travel Insurance Agreement in favor of the Insured;
 - 6.1.5 The Travel Insurance Agreement does not involve any obligations and/or records vague or/and unordinary for it or/and Insured;
 - 6.1.6 it has concluded the Travel Insurance Agreement in favor of the Insured in compliance with the conditions of the agreement concluded between itself and the Insurer and has full authority of conclusion and execution of the Insurance Agreement;
- 6.2 It has fully and duly explained to the Insured that he/she can use the Travel Insurance only in compliance with/in the limits of these standard conditions;
- 6.3 Signing the Travel Policy the Policy Holder declares and guarantees that a) it has obtained from the Insured all the consents necessary for conclusion of the Insurance Agreement and implementation of the insurance in his/her favor and b) it has provided the Insured with the information the Insurer shall fully and unrestrictedly use the authority granted to it in compliance with the procedures envisaged under these standard conditions, including paragraphs 3.1, 3.2 and 3.3;
- 6.4 It has provided the Insured with the information that early cancellation of the Policy/termination of the Travel Insurance is possible only by the Policy Holder in the case of submission of corresponding documents.
- 6.5 The standard conditions of this Travel Insurance are drawn up in the Georgian and English languages and the advantage of existence of any difference/deviation or/and interpretation in the standard conditions is granted to the Georgian version.

The standard conditions of this Travel Insurance represent the analogue of the stated conditions in compliance with the fact stating act (which, together with the corresponding act, is uploaded to the web-site <http://www.imedil.ge/ge/travel-insurance>). Besides, any kind/type of amendments in these standard conditions are permissible only through statement of

the fact of amendment, correspondingly, all other conditions varying from these standard conditions, that have not been made in compliance with the determined procedure, do not create any kind of rights-obligations or responsibilities for the Parties.

In the case of any changes to the standard conditions, they shall be put into compliance with the new conditions through statement of the fact and the corresponding act, together with the changed standard conditions, shall be uploaded to the indicated web-site. The web-site shall involve all the acts (indicating corresponding dates) based on which the changes have been introduced to the standard conditions of the Travel Insurance and, as to the standard conditions (meaning the conditions without the fact statement act, which is analogous to the state conditions in each case), they will be updated on the web-site in each case, at the same time, the standard conditions of each agreement shall be effective to the date indicated in the new act of fact statement, etc. up to statement of each new standard condition.