TBC INSURANCE

INDIVIDUAL TERM LIFE INSURANCE TERMS AND CONDITIONS

#TL-002/21

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INDIVIDUAL TERM LIFE INSURANCE

DEFINITION OF TERMS

For the purposes of this insurance, terms used herein shall have following meanings:

INSURER	JSC "TBC Insurance";
POLICYHOLDER	Natural person who is between 20 and 55 years of age, and who is responsible for the premium payment.
INSURED	Citizen of Georgia or a person holding Georgian residence permit, who is between 20 and 55 years of age, and whose life is insured in accordance with present Terms and Conditions of Insurance. For the purposes of this insurance, the Insured and the Policyholder under the Individual Policy are one and the same person. In case of a Family Policy, the Policyholder shall be referred to as the "Principal Insured", while his/her spouse - the "Insured Spouse" and the child/children - the "Insured Child/Children". Family Policy can only be purchased if the "Principal Insured" is legally married to the "Insured Spouse" at the conclusion of the insurance contract.
BENEFICIARY	Natural person, entitled to receive Indemnification upon occurrence of the Insured Event under this insurance. Upon death of the Insured, in case of an Individual Policy, the Beneficiary shall be the person indicated by the Insured in the Insurance Policy. If by the time of the Insured Event the Beneficiary indicated in the Insurance Policy is no longer alive, the Beneficiary(ies) shall be the legitimate heir(s) of the Insured. In respect of Temporary Disability risk, the Beneficiary shall always be the Insured. Upon death of the Insured, in case of a Family Policy, the Beneficiary shall be the spouse of the deceased Insured. In respect of Temporary Disability and Insured Child/Children Personal Accident risks, the Beneficiary shall be the Principal Insured.
INSURANCE POLICY	Document certifying conclusion of the Contract of Insurance between Insurer and the Policyholder and stating details of the insurance cover. In case of any discrepancy between the Policy and present Terms and Conditions, the Policy shall prevail.
INSURANCE PREMIUM	Cost of insurance to be paid by the Policyholder in the amount and form as indicated in the Insurance Policy.

INSURED EVENT	Event that occurrs during the Period of Insurance, is caused by an Insured Risk and which triggers Insurer's liability to indemnify the claim.
INDEMNIFICATION	Amount payable by the Insurer to the Beneficiary upon occurrence of the Insured Event.
PERIOD OF INSURANCE	Period of time indicated in the Insurance Policy, during which insurance cover is valid and Insured Events are subject to indemnification. Period of Insurance is indicated in the Insurance Policy.
CONTINUOUS RENEWAL	Renewal of a policy on a next calendar day after its expiration/termination.
SUM INSURED	Maximum amount of indemnification as indicated in the Policy.
CURRENT SUM INSURED PER INSURED	Sum Insured remaining after the previous/last claims payment.
INSURED RISK	Events listed in the Policy, which could lead to an Insured Event.
WAITING PERIOD	Period of time during which no indemnification shall be paid by the Insurer following the Insured Risk. In respect of the risk of death caused by natural causes, waiting period is set at 90 (ninety) calendar days and is calculated from the Policy inception date. In respect of the Temporary Disability and the Insured Child/Children Personal Accident risks, waiting period is set at 14 (fourteen) calendar days and is calculated from the Policy inception date. Waiting period shall not apply to accidental death risk.
TERRITORY OF COVER	Worldwide, except Iraq, Afghanistan, Somalia, and all other territories where hostilities are taking place.
DEATH	Death either by natural causes or due to Personal Accident (except for cases provided for in the Exclusions Clause).
PERSONAL ACCIDENT	Sudden and unexpected event caused by visible external force(s), which causes damage to health and/or disability or death of the Insured.
TEMPORARY DISABILITY	Bodily injury caused by Personal Accident (and not any other independent cause), which causes Temporary Disability of the Insured lasting more than 40 (forty) consecutive days and is confirmed by the Medical Certificate (sick list) issued in accordance

with the Order #281/N of the Minister of Labor, Health and Social Affairs of Georgia.

PRE-EXISTING CONDITIONS/DISEASES

Disease and/or health condition which existed and/or was diagnosed before the conclusion of the Contract of Insurance.

CONTRACT OF INSURANCE

Contract of Insurance consists of a corresponding declaration or health questionnaire, an Insurance Policy issued on the basis of the declaration and/or questionnaire, the Key Conditions Document and present Terms and Conditions.

1. SUBJECT MATTER OF INSURANCE

1.1 This insurance provides for payment of insurance indemnity to the Beneficiary upon occurrence of the Insured Event caused by the Insured Risk as noted on the Insurance Policy, except as provided in the Exclusions Clause.

2. INSURANCE PROCEDURE

2.1 **Persons eligible for insurance:**

Who is covered:

- Citizen of Georgia and/or a person holding Georgian residence permit, who is between 20 and 53 years at the time of insurance;
- Insured's legal spouse, who is between 20 and 53 years at the time of insurance;
- Their child/children, who is/are between 3 and 17 years at the time of insurance.

2.2 **Who is not eligible:**

2.2.1 Persons in need of constant care (assistance in daily activities). This restriction shall not apply to persons who find themselves in such condition after conclusion of the Contract of Insurance;

2.2.2 Persons in quarantine/self-isolation at the time of insurance, until the end of the quarantine/self-isolation period;

2.2.3 Persons waiting for COVID-19 test result or those who have already received a positive COVID-19 test result by the time of insurance. In case of a positive test result, the insurance can be concluded within 1 (one) calendar month after recovery;

2.2.4 Persons insured under voluntary term life insurance product underwritten by the Insurer – "Term Life Insurance for TBC Insurance Health Insureds".

2.3 **In case of Package A and Package B** or if, in consideration of other similar voluntary term life insurance policy(ies), the total Sum Insured in respect of the risk of death of the Insured does not exceed GEL 250,000 (two hundred and fifty), the person to be insured shall sign the declaration (wet or electronic/digital signature) confirming that for the date of purchase:

- He/she is not in quarantine and/or self-isolation;
- He/she is not waiting for COVID-19 test result or had not been tested positive for COVID-19 before;
- In case of a positive test result, more than 1 (one) calendar month has passed since his/her recovery, and;
- He/she does not suffer from any disease listed in the declaration form.

Completing the declaration form is a precondition to concluding the Contract of Insurance and forms an integral part thereof.

If the answer to at least one question on the declaration form is "Yes" (with the exception of questions related to weight, height, tobacco consumption and another life insurance policy), the person shall not be insured. Such person shall not be deemed to be insured even if a premium is paid in his/her favor. Any such premium paid shall not be refunded by the Insurer.

Answers to questions about weight, height, and/or another policy may lead to a refusal to insure or a request to complete health questionnaire, as specified in Article 2.4 thereof.

2.4 **In case of Package C** or if, in consideration of other similar voluntary term life insurance policy(ies), the total Sum Insured in respect of the risk of death of the Insured equals or exceeds GEL 250,000 (two hundred and fifty), the person to be insured shall complete the health questionnaire. In case of a Family Package and if, in consideration of other similar voluntary term life insurance policy(ies), the total Sum Insured in respect of the risk of death of the spouse does not exceed GEL 250,000 (two hundred and fifty), the spouse shall sign the declaration in accordance with Article 2.3 thereof.

If, in consideration of other similar voluntary term life insurance policy(ies), the total Sum Insured for the spouse equals or exceeds GEL 250,000 (two hundred and fifty), the spouse shall complete the health questionnaire.

Within 3 (three) business days after completing the questionnaire, the Insurer shall decide whether or not to insure the risk and, if the risk is insurable, shall have the right to apply special condition(s), or require additional medical documentation and/or checks.

2.5 By purchasing the insurance under present Terms and Conditions, the Policyholder agrees and authorizes the Insurer to request medical records and other medical information from any medical institution and/or any third party upon occurrence of the Insured Event, along with personal information necessary to assess the risk and/or to establish circumstances of the Insured Event.

2.6 Waiting period shall not apply to Policies renewed on a continuous basis (i.e. on the next calendar day after expiration), provided the Policy is renewed for the same or lesser Sum Insured.

2.7 Waiting period in respect of the risk of death by natural causes does not apply to Insureds under an Individual Policy and Principal Insureds under a Family Policy, who were insured under Insurer's similar voluntary term life insurance and have currently purchased this insurance for the same or lesser Sum Insured.

2.8 In case there is a lapse between expiration and the renewal of the Policy, the Insurer shall apply waiting period to the renewed Policy.

2.9 If the renewed Policy is issued for a larger Sum Insured, the waiting period shall be applied to the renewed Policy, unless the Insurer decides otherwise.

3. INSURED RISKS AND BENEFITS

3.1 **Present insurance envisages:**

3.2 **In case of an Individual Policy:**

3.2.1 Payment of the Sum Insured as noted on the Policy in the event of the Insured's death during the insurance period, caused by natural causes, and after the expiration of the waiting period.

3.2.2 Payment of the Sum Insured as noted on the Policy in the event of the Insured's death caused by Personal Accident, within 12 (twelve) calendar months from the date of the Personal Accident occurring during the insurance period.

3.2.3 In case of Temporary Disability caused by Personal Accident during the insurance period, and after the expiration of the waiting period, disability payment shall be issued as follows:

3.2.3.1 If the Insured works for a private company or a government agency under an employment contract, in case of a sick leave that lasts for more than 40 (forty) consecutive calendar days, indemnity payments shall be made from the date of termination of the employment contract by the employer and until the end of the sick leave.

Indemnity shall be calculated as follows:

- Number of calendar days from the date of termination of the employment contract up to the end of the sick leave (but not exceeding 180 (one hundred and eighty) days)), multiplied by 60% of the daily net (excluding taxes) salary;
- Daily net salary is calculated by dividing monthly net salary as stipulated by the employment contract by 30 (thirty).

Monthly amount of indemnity shall not exceed the amount of monthly sub-limit provided for by the respective insurance package and indicated in the Policy.

3.2.3.2 If the Insured is employed under a service agreement or is self-employed, in case of a sick leave that lasts for more than 40 (forty) consecutive calendar days, payment of the disability indemnification shall start from the 41st (forty-one) day.

Indemnity shall be calculated as follows:

- 40 (forty) calendar days shall be subtracted from total sick leave days;
- Remaining days (but not exceeding 180 (one hundred and eighty) days) is multiplied by 60% of the Insured's daily net income;
- Daily income is calculated by dividing total net income (excluding taxes) for the last 6 (six) calendar months by 180.

Monthly amount of indemnity shall not exceed the amount of monthly sub-limit provided for by the respective insurance package and indicated in the Policy.

Income does not include rental income, dividends or other income that does not require the work of the Insured.

3.3 **In case of a Family Policy, in respect of the Principal Insured:**

3.3.1 Payment of the Sum Insured as noted on the Policy in the event of the Insured's death during the insurance period, caused by natural causes, and after the expiration of the waiting period.

3.3.2 Payment of the Sum Insured as noted on the Policy in the event of the Insured's death caused by Personal Accident, within 12 (twelve) calendar months from the date of the Personal Accident occurring during the insurance period.

3.3.3 In case of Temporary Disability caused by Personal Accident during the insurance period, and after the expiration of the waiting period, disability payment shall be issued as follows:

3.3.3.1 If the Insured works for a private company or a government agency under an employment contract, in case of a sick leave that lasts for more than 40 (forty) consecutive calendar days, indemnity payments shall be made from the date of termination of the employment contract by the employer and until the end of the sick leave.

Indemnity shall be calculated as follows:

- Number of calendar days from the date of termination of the employment contract up to the end of the sick leave (but not exceeding 180 (one hundred and eighty) days)), multiplied by 60% of the daily net (excluding taxes) salary;
- Daily net salary is calculated by dividing monthly net salary as stipulated by the employment contract by 30 (thirty).

Monthly amount of indemnity shall not exceed the amount of monthly sub-limit provided for by the respective insurance package and indicated in the Policy.

3.3.3.2 If the Insured is employed under a service agreement or is self-employed, in case of a sick leave that lasts for more than 40 (forty) consecutive calendar days, payment of the disability indemnification shall start from the 41st (forty-one) day.

- 40 (forty) calendar days shall be subtracted from total sick leave days;
- Remaining days (but not exceeding 180 (one hundred and eighty) days) is multiplied by 60% of the Insured's daily net income;
- Daily income is calculated by dividing total net income (excluding taxes) for the last 6 (six) calendar months by 180.

Monthly amount of indemnity shall not exceed the amount of monthly sub-limit provided for by the respective insurance package and indicated in the Policy.

Income does not include rental income, dividends or other income that does not require the work of the Insured.

3.4 **In case of a Family Policy, in respect of the Insured Spouse:**

3.4.1 Payment of the Sum Insured as noted on the Policy in the event of the Insured Spouse's death during the insurance period, caused by natural causes, and after the expiration of the waiting period.

3.4.2 Payment of the Sum Insured as noted on the Policy in the event of the Insured Spouse's death caused by Personal Accident, within 12 (twelve) calendar months from the date of the Personal Accident occurring during the insurance period.

3.5 **In case of a Family Policy, in respect of the Insured Child/Children:**

3.5.1 Payment of insurance indemnity for bodily injury caused by Personal Accident in accordance with the table specified in Annex #1 thereof. 100% indemnification equals current Sum Insured. Insurance indemnity, regardless of the number of Insured Events and Insured Children, shall not exceed the limit as specified in the Policy for this risk.

4. EXCLUSIONS

4.1 **Subject to present Terms and Conditions, in case of death and/or Temporary Disability/Bodily Injury of the Insured, the Insurer is free from any obligation to indemnify the claim, if the Insured Event is directly or indirectly caused by the following events:**

4.1.1 Death by natural causes, Temporary Disability and/or bodily injury occurring during the waiting period;

4.1.2 Insureds who fail to meet insurance eligibility criteria under present terms and conditions. Also, death of the Insured Spouse, if at the time of insurance he/she was not legally married to the Principal Insured. Premium paid in favor of such persons shall not be refundable by the Insurer.

4.1.3 Death occurring during the first year of insurance and caused by pre-existing conditions/diseases and/or any complications thereof. This exclusion shall not apply from the second insurance year;

4.1.4 Use of Narcotics, Toxic, Psychotropic Substances or Alcohol and any complications thereof; Insured was under the influence of alcohol and/or narcotics, and/or toxic, and/or psychotropic substances at the time of death, unless narcotic and/or psychotropic substances were prescribed by a certified physician in line with existing health condition;

4.1.5 Events occurring during Insured's stay in a penitentiary facility;

4.1.6 Death of the Insured is caused by AIDS, HIV, or any type of hepatitis (except hepatitis A), cirrhosis of the liver, liver cancer or any complications thereof;

4.1.7 Suicide, self-harm or attempted suicide; Wilful negligence of danger, unless Insured's actions are directed at saving other's life;

4.1.8 Involvement of the Insured in illegal activities under the legislation of Georgia (or any other country where death/accident has occurred);

4.1.9 Participation in war (declared or undeclared), civil war, uprising, revolution, strike, military coup;

4.1.10 The accident was caused by deliberate act of the Insured and/or the Beneficiary;

4.1.11 Death/disability/bodily injury of the Insured resulting from any act of terrorism. An act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation (s) or government(s) for political, religious, ideological or ethnic

purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes;

4.1.12 Mental health disorders of the Insured, except in cases where Insured becomes ill after Policy inception and the expiration of the waiting period;

4.1.13 Insured's participation in high-risk activities: combat sports, scuba diving, hunting, rock-climbing, mountaineering, rafting, driving a motorboat, catamaran, riding a moped, motor scooter, scooter, motorcycle, ATV, parachuting, delta- and paragliding, skysurfing, windsurfing, parkour, extreme biking (mountain biking, dirt jumping), auto and motor racing, horse racing, caving, ski jumping, snowmobiling, freestyle skateboarding, Heli skiing, Ski-cross, skiing/snowboarding off piste indicated on the resort map; Extreme and professional sports, aviation and air sports; Death/ disability/bodily injury of the Insured caused by bets, aerobatic tricks, breaking or trying to break records;

4.1.14 Driving a vehicle and/or any other mechanical vehicle without relevant Driver's License, and/or driving a vehicle and/or any other mechanical vehicle under the influence of alcohol, narcotic, toxic or psychotropic substances;

4.1.15 Service or participation of the Insured in the police, navy, army, air force or military operations/trainings;

4.1.16 Insured's professional activities, such as mining, underground quarrying, works related to military amunitions and explosives, petroleum products, hazardous chemicals, high-voltage cables, oil and gas well drilling/exploration;

4.1.17 Death/disability of the Insured as a result of any damage or disease caused by nuclear power (nuclear reactions, radiation, pollution), which is directly or indirectly caused or resulted from ionizing radiation or radioactive contamination caused by nuclear fuel or nuclear fuel explosion;

4.1.18 Aviation risks, except in cases where the Insured is a passenger on a regular or charter flight;

4.1.19 Unreasonable denial of medical treatment; Also, deterioration of health as a result of treatment undertaken in an unlicensed medical facility, or self- treatment by the Insured;

4.1.20 Any case where the diagnosis/condition causing death has not been established. Recognition of the Insured as missing shall not be considered an Insured Event;

4.1.21 Withholding or presenting fraudulent information/documentation related to the Insured's health, and profession/occupation, or any other information at any point of contractual relationship - contract formation, during the period of insurance and/or after the Insured Event.

4.1.22 If the Insured changes his/her profession or occupation and fails to notify the Insurer, provided such change may have an impact on the Insured Event.

4.2 **Subject to present Terms and Conditions, besides exclusions listed in Article 4.1 thereof, the Insurer is free from any obligation to indemnify Temporary Disability claim, if the Insured Event is directly or indirectly caused by the following events:**

4.2.1 If the Insured is not / no longer employed / self-employed upon the occurrence of a Personal Accident;

4.2.2 Events not caused by Personal Accident;

4.2.3 Pre-existing physical disabilities, anomalies, diseases, and any complications thereof;

4.2.4 Poisoning due to swallowing liquid or solid substances by the Insured;

4.2.5 Abdominal or inguinal hernia; pathologic fracture, habitual joint dislocation/luxation/subluxation;

4.2.6 Intervertebral discs lesions not caused by external forces, internal bleeding, and cerebral hemorrhage not related to injury;

4.2.7 Insured is on a maternity/paternity leave and/or childcare leave when an accident occurs;

4.2.8 **Subject to present Terms and Conditions, besides exclusions listed in Article 4.1 thereof,** the Insurer is free from any obligation to indemnify Temporary Disability claim, **if the Insured** continues contractual **relation**ship **with the employer and receives** s**alary under the contract of employment.**

4.3 **Subject to present Terms and Conditions, besides exclusions listed in Article 4.1 thereof, the Insurer is free from any obligation to indemnify claims in respect of the Insured Child/Children Bodily Injury, if the Insured Event is directly or indirectly caused by the following events:**

4.3.1 Events not caused by Personal Accident;

4.3.2 Pre-existing physical disabilities, anomalies, diseases, and any complications thereof;

4.3.3 Poisoning due to swallowing liquid or solid substances by the Insured;

4.3.4 Abdominal or inguinal hernia; pathologic fracture, habitual joint dislocation/luxation/subluxation;

4.3.5 The intervertebral discs lesion not caused by external forces, internal bleeding, and brain hemorrhage not related to injury;

Subject to present Terms and Conditions, the Insurer shall not indemnify, if:

4.4 Documents requested by the Insurer to evaluate the claim are not submitted in full;

4.5 During Policy purchase, Policyholder provided incorrect and/or inaccurate and/or incomplete information about the Insured, which could have a significant impact on the risk assessment;

4.6 Upon occurrence of the Insured Event, insurance premium was not paid in accordance with the Article 7.4 thereof;

4.7 Documentation/information related to the Insured Event provided by the Policyholder and/or the Beneficiary does not correspond to factual circumstances and/or is false/fraudulent.

5. INDEMNIFICATION

5.1 Beneficiary shall notify the Insurer (hotline number +995 32 2 42 22 22 or e-mail: life@tbcinsurance.ge) of the Insured Event no later than 1 (one) month after the event and submit the following documents:

5.1.1 **Upon occurrence of any Insured Event:**

- Claims form (application);
- A copy of the identity document of the Insured;
- Insurance Policy;
- Identity document(s) of the beneficiary(ies);
- Bank details of the beneficiary/beneficiaries;
- In case of claim in respect of the Insured Spouse - a copy of the Marriage Certificate.

5.1.2 **In case of death of the Insured:**

- Original or notarized copy of the Death Certificate of the Insured;
- Medical Certificate stating the cause of death (Form 106 / S-4);
- Medical Certificate stating the diagnosis (medical documentation Form No. IV-100/A);
- Act drawn up and signed by the relevant law enforcement authorities in case of accidental death of the Insured;
- Notarized Certificate of Inheritance (if necessary);
- If necessary, copies of ID cards of family members (spouse, children, parents, siblings), as well as copies of Birth Certificates of family members (spouse, children, parents, siblings) and a copy of the Marriage Certificate of the Insured;
- If the cause of death of the Insured cannot be established on the basis of the submitted documents, the Insurer shall have the right to request a forensic medical examination report.

5.1.3 **In case of Temporary Disability caused by Personal Accident:**

- Personal accident report drawn up and signed by the relevant law enforcement authorities;
- Medical Certificate stating the diagnosis (medical documentation Form No IV-100/A);
- Medical Certificate (sick list) issued in accordance with the order #281/N of the Minister of Labor, Health and Social Affairs of Georgia.
- If the insured works for a private company or a government agency under the contract of employment – a certificate of employment (indicating position, recruitment and employment termination dates and salary), a copy of the employment contract and/or appointment letter, order terminating the employment contract, payroll extract indicating the amount of salary paid for the last 6 months before the date of termination, certificate issued by the Revenue Service indicating income received for the last 6 months prior to the Insured Event;
- If the Insured is employed under a service contract or is self-employed - a bank statement showing deposits for the last 6 months prior to the Insured Event, a certificate issued by the Revenue Service indicating income received for the last 6 months prior to the Insured Event, a copy of the service contract; If Insured's work requires special license – a copy of the respective license.

5.1.4 **In case of bodily injury of the Insured Child caused by Personal Accident:**

- A copy of the Birth Certificate;
- Personal accident report drawn up and signed by the relevant law enforcement authorities;
- If the child is injured in the educational institution - relevant certificate from the educational institution;
- In case of sports injury, a certificate from a sports club, confirming the fact of engagement in sports (indicating the type of sport and load) and injury of the Insured in this sports club, and a copy of the license of the sports club;
- Medical Certificate stating the diagnosis (medical documentation form No.IV-100/A);

5.2 To establish circumstances of the Insured Event, the Insurer reserves the right, on a case by case basis, to request additional documents, other than listed above.

5.3 The Insurer shall, within 15 (fifteen) business days after receiving requested documents, review the case and either issue indemnification to the Beneficiary under present Terms and Conditions, or reject the claim.

5.4 Insurance indemnification shall be paid within the Sum Insured as stated in the Insurance Policy.

5.5 In case the Beneficiary(ies) is a legal heir(s) of the Insured, the indemnity shall be paid to the person(s) specified in the Certificate of Inheritance, in line with inheritance shares as stated in the Certificate of Inheritance.

5.6 If the Insured is insured under other voluntary term life policy underwritten by the Insurer, regardless of the number of insurance policies and their limits, the total amount to be indemnified to Beneficiary(ies) shall not exceed the Sum Insured/Limit of Indemnity under the present Policy.

6. CONTRACT OF INSURANCE AND ENTRY INTO FORCE

6.1 Contract of Insurance shall come into force at 24:00 hours of the start date of the insurance period specified in the Policy and shall continue in full force and effect until 24:00 hours of the policy expiry date.

6.2 Unless Policyholder pays first or single premium payment in accordance with the premium payment schedule specified in the Insurance Policy, the Insurer is free from its obligation to indemnify the claim.

7. INSURANCE PREMIUM AND PAYMENT

7.1 Insurance premium shall be paid in GEL.

7.2 Amount of the insurance premium and its payment schedule are specified in the Insurance Policy.

7.3 In case Policyholder fails to pay the first installment (in case of multiple payments) or single (in case of single payment) insurance premium in full before the end of the month in which the policy has

incepted, the policy will be automatically cancelled from the inception date without any further notice to the Policyholder.

7.4 In case of multiple installments, if Policyholder fails to pay premium installment (i.e. any installment except the first one) in accordance with the premium payment schedule, the Policyholder shall have additional two weeks for the payment to be made. If the premium is not paid within these 14 (fourteen) days, losses occurring after the expiry of this 14 (fourteen)-day period shall not be reimbursed. After the expiry of 30 (thirty) calendar days after the due date (at 24:00 hours of the 30th day), Contract of Insurance/Policy shall be unilaterally terminated by the Insurer.

7.5 In case of multiple installments, if the Insurer terminates the Contract due to non-payment, Policyholder shall pay the amount of outstanding earned premium at the date of termination in full.

7.6 If the Contract is terminated by the Policyholder and no claim indemnification was paid by the Insurer by the date of termination, the Policyholder shall pay the amount of outstanding earned premium at the date of termination and an early termination fee in the amount of insurance premium for one month, but no less than GEL 50 (fifty).

7.7 If the Contract is terminated by the Policyholder and the Insurer has paid indemnification under the current Contract, the Policyholder shall pay the full amount of the insurance premium corresponding to the current insurance year. At the same time, the Insurer shall have the right to deduct unpaid premium from the amount of claim indemnification.

7.8 If the Contract is terminated due to the death of the Insured, total unpaid premium under the Contract shall be deducted from the amount of indemnification.

8. TERMINATION OF CONTRACT OF INSURANCE / INSURANCE COVERAGE

8.1 The Contract of Insurance shall be terminated:

8.1.1 At any time, on the initiative of the Policyholder, based on 5 (five) calendar days preliminary written notice to the Insurer;

8.1.2 At any time, on the initiative of the Insurer, based on 14 (fourteen) calendar days preliminary written notice to the Policyholder;

8.1.3 On the initiative of the Insurer, without prior notice to the Policyholder, if obligations undertaken by the Insurer under the Contract are fully fulfilled / total Sum Insured under the Contract is exhausted.

8.2 The Contract of Insurance shall also be terminated:

8.2.1 Upon expiry of the insurance period under the Policy;

8.2.2 Upon the death of the Principal Insured;

8.2.3 Based on preliminary written agreement of the Insurer and the Policyholder;

8.2.4 If the Insurer terminates its activities in accordance with the current legislation;

8.2.5 If the Policyholder fails to pay outstanding premium in full within 30 (thirty) calendar days after receiving payment notice from the Insurer;

8.2.6 In other cases as provided for by the legislation of Georgia.

8.3 In case of a Family Package, insurance coverage for the Insured Child/Children shall be terminated as soon as the Insured Child turns 18 - from 00:01 hours on the date of his/her birth.

9. NOTICES AND COMMUNICATIONS

9.1 For the purposes of this insurance, the parties agree that the address and/or mobile phone number specified in the Insurance Policy may be used for communication, which means that a letter sent by the Insurer to this address, or a message sent to this mobile phone number (including short text message) will be considered to be a formal written notice by the Insurer. If the notice is sent to the phone number, the date of sending of such message shall be deemed to be the date of its receipt by addressee.

9.2 The Insurer shall send a notice to the Policyholder/Insured to the actual address indicated in the Insurance Policy or, in case of address change provided such change was undertaken in accordance with the requirements of present Terms and Conditions, to the last address notified to the Insurer. Any notice/correspondence sent to such address shall be deemed to have been received by the Policyholder/Insured, even if the addressee no longer resides at this address or the address is indicated incorrectly/incompletely.

10. DISPUTE RESOLUTION

10.1 The parties shall attempt to resolve any dispute arising out of or relating to present Insurance Terms and Conditions through negotiations. In case parties fail to reach an agreement, the dispute shall be resolved by the Georgian court in accordance with the legislation of Georgia.

10.2 In case of any discrepancy between Georgian and translated versions of present Terms and Conditions, Georgian version shall prevail.

11. CONFIDENTIALITY

11.1 Any information exchanged by the parties (whether verbally or in writing) shall be deemed confidential and shall not be disclosed to any the third party(ies) without preliminary consent of the other party, except where such disclosure is required by the current Georgian legislation or present Terms and Conditions.

12. PERSONAL DATA PROCESSING

12.1 The Policyholder authorizes the Insurer to process personal data received in the course of insurance (incuding special category data) for the purpose of: a) providing insurance services; b) protecting Insurer's interests; c) performing contractual and/or legal obligations of the Insurer; and d) claims settlement. For the same purposes, the Insurer is also authorized to request Policyholder's/Beneficiary's personal information and/or any other necessary documents from any private or public company, including subsidiaries/affiliated companies of JSC "TBC Insurance", MIA Service Agency and State Services Development Agency.

12.2 The Policyholder authorizes the Insurer to process personal data for direct marketing purposes, namely to offer new insurance products and services. The data subject is entitled to request at any time that the Insurer stops using his/her data for direct marketing purposes in the same form as the direct marketing is conducted - in writing or via telecommunications.

12.3 The Policyholder authorizes the Insurer to process Policyholder's/Beneficiary's personal information and to make it available to its partner companies, for the purpose of offering insurance services and/or quality control and/or insurance related studies.

12.4 The Policyholder authorizes the Insurer to process insurance related information (period of insurance, policy status, insurance premium, etc.) to allow Insurer to comply with the relevant contractual or legal obligations, and to make it available to Insurer's agent(s) and/or partner companies who need it to properly perform their duties.

Appendix #1 – Payment Schedule for Bodily Injury(ies) sustained by the Insured Child/Children as a result of a Personal Accident

Complete bilateral loss of vision	100%
Bilateral hearing loss	100%
Removal of lower jaw	100%
Loss of speech	100%
Loss of two limbs	100%
Impairment of essential bodily functions - fourth degree - major Impairment - in accordance with the Order #1/N of the Minister of Labor, Health and Social Affairs of Georgia dated January 13, 2003.	100%

Loss of limbs or organs means complete and permanent loss of a limb or organ function or their physical loss. Complete and permanent loss of function shall be confirmed by the report of a medical expert examination conducted 6 months after the accident.

Cranial bone tissue defect	
More than 6 cm^2 in size	40%
Size 3-6 cm^2	20%
Less than 3 cm^2 in size	10%
Loss of half of the jaw	40%
Loss of vision in one eye	50%
Injury to one eye: II-III degree burns, hemophthalmia, change in the shape of the pupil, eye layers scars, corneal erosion.	10%
Hearing loss in one ear	30%
Loss of up to 1/2 of the auricle	10%
Total loss of the auricle	15%
Ruptured eardrum	10%
Basal skull fracture	40%
Cranial vault fracture	30%
Subarachnoid hemorrhage	20%
Epidural hemorrhage	25%
Subdural hemorrhage	30%
Cerebral/spinal cord concussion	15%

Fractures of nasal bones, frontal, maxillary sinus bone, ethmoid bone	20%
Loss of nose	30%
Sternal fracture	10%
Up to 3 rib fractures	5%
More than 3 ribs fractures	10%
larynx, trachea, hyoid bone, thyroid cartilage injury	10%
Upper airway burn injury	20%
the heart, main blood vessels injury	50%
large peripheral blood vessels injury	15%
Subcapsular splenic lesion without intervention	10%
Splenectomy as a result of splenic injury	30%

III-IV Degree Burns	
1-2% of the body surface area	10%
2.1-4% of the body surface area	15%
4.1-6% of the body surface area	20%
6.1-8% of the body surface area	25%
8.1-10% of the body surface area	30%
>10% of the body surface area	35%
I-II Degree Burns	
4.1-10% of the body surface area	5%
>10% of the body surface area	10%
Vertebral Column	
1-2 vertebral fracture	20%
3-5 vertebral fracture	30%
>5 vertebral fracture	40%
Fracture of intervertebral tendons	10%
Coccyx fracture	15%

Upper limbs	
Fracture of clavicle and scapula, complete tear of acromioclavicular, sternoclavicular tendons.	10%
Complete tear of glenohumeral joint tendons	10%
Humerus fracture	15%
Fracture of the elbow joint	15%
Complete tear of elbow joint tendons	10%
Loss of one arm / hand	70%
Complete injury to the musculocutaneous nerve	20%
Ankylosis of shoulder	40%
Ankylosis of the elbow - In a favorable position (within 15^0) - In an unfavorable position	 25% 40%
Fracture of the forearm bones	10%
Complete lesion of the median nerve	45%
Complete lesion of the radial nerve in the brachial plexus	40%
Complete lesion of the radial nerve in the forearm part	30%
Complete lesion of the radial nerve in part of the hand	20%
Complete ulnar nerve lesion	30%
Wrist fracture, complete tendon rupture	10%
Unfavorable ankylosis of the wrist (bent or supinated position)	30%
Fractured fingers	5%
Loss of a thumb	20%
Complete ankylosis of the thumb	15%
Loss of an index finger	15%
Loss of middle finger	10%
Loss of any other finger	7%

Lower limbs	
Loss of one leg above the lower two thirds of the femur	70%
Loss of one leg below the upper one-third of the femur	60%
Loss of one foot	45%
Complete lesion ofthe femoral nerve	60%
Hip dislocation	5%

Complete tear of hip joint tendons	10%
Fracture of the femur (head, neck) in the area of the hip joint	25%
Fracture of the femur not in the hip joint	20%
Complete lesion of the tibial nerve or fibular nerve	30%
Complete lesion of the tibial and fibular nerves	50%
Hip ankylosis	40%
Ankylosis of the knee	20%
Knee fracture	15%
Complete tear of knee joint tendons	10%
Patellar lesion with limited movement in the knee joint	40%
Lesion of the patellar bone tissue, with movement maintained in the knee joint	20%
Tibia fracture	10%
Fibula fracture	5%
Ankle fracture	5%
Complete tear of ankle-joint tendons	5%
Fracture of 1-2 bones of the foot	5%
Fracture >2 bones of the foot	10%
1 toe fracture	1%
2-3 toes fracture	3%
4-5 toes fracture	5%
Shortening of the lower limb by 5 cm or more	30%
Shortening of the lower limb by 3-5 cm	20%
Shortening of the lower limb by 1-3 cm	10%

In case of loss of a pair of organs/limbs, the corresponding percentages shall be added up, but shall not exceed 100%.

In case of a physical loss of organ/limb/part or complete and permanent loss of function, in addition to those listed in the table, the indemnity shall be paid as follows:

- Impairment of essential body functions - second degree - moderate impairment - in accordance with the Order #1/N of the Minister of Labor, Health and Social Affairs of Georgia dated January 13, 2003 - 30% of the Sum Insured.
- Impairment of essential body functions - third degree - severe impairment - in accordance with the Order #1/N of the Minister of Labor, Health and Social Affairs of Georgia dated January 13, 2003- 70% of the Sum Insured.

In addition to the types of injuries listed in the table, the Insurer shall indemnify:

If the injury caused by Personal Accident requires continuous inpatient and/or outpatient treatment for at least 10 days, the Insurer shall indemnify:

Continuous treatment for 10-15 days	3%
Continuous treatment for >15 days	5%