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TERMS AND CONDITIONS

INDIVIDUAL TERM LIFE AND CRITICAL ILLNESS INSURANCE

#TLCI-001/23

თიბისი დაზღვევა
TBC INSURANCE

INSURANCE
IN PLAIN LANGUAGE

Definition of Terms

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

INSURER
JSC “TBC Insurance”.

POLICYHOLDER
Natural person, who is responsible for the premium payment.

INSURED
In case of Life Insurance, a natural person who is between 20 and 55 years of age, a citizen of Georgia or an individual with the right to reside in Georgia, and whose life is insured under the present Terms & Conditions.

In case of Critical Illness Insurance, a natural person who is between 18 and 65 years of age and his/her child/children who are between one and 18 years of age and are noted on the Insurance Policy. Children under the age of 18 can only be insured under a parents’ policy.

For the purposes of both, Life and Critical Illness Insurances, the Policyholder and the Insured are one and the same person.

INSURANCE POLICY
Document certifying conclusion of the Contract of Insurance between the 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 specified in the Insurance Policy.

INSURANCE EVENT
Event that occurs during the Period of Insurance, is caused by the Insured Risk and triggers Insurer's liability to indemnify the claim.

INDEMNIFICATION
Amount payable by the Insurer to the Beneficiary upon occurrence of the Insured Event.

BENEFICIARY

Person entitled to receive Insurance Indemnification and/or medical services upon occurrence of the Insured Event within the scope of this insurance.

Under Life Insurance section, Beneficiary shall be legal heir(s) of the Insured, unless a Beneficiary is designated by the Insured on the Policy. If by the time of the Insured Event, named Beneficiary is no longer alive, the Beneficiary(ies) shall be legal heir(s) of the Insured.

Under Critical Illness section, Beneficiary shall be the Insured. If by the time of the Insured Event, the Insured in no longer alive, Insurance Indemnification shall be paid to his/her legal heir/heirs.

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 specified in the Insurance Policy.

SURVIVAL PERIOD

Period from the date of diagnosis of a critical illness during which the Insured must stay alive. If Insured dies during the Survival Period, Insurance Indemnification shall not be paid.

Survival Period is set at 30 (thirty) calendar days from the date of diagnosis and applies to the following critical illnesses only: myocardial infarction, stroke and Coronary Artery Bypass Surgery.

CONTINUOUS RENEWAL

Renewal of a current policy on a next calendar day after its expiry/termination date.

SUM INSURED / LIMIT

Amount indicated in the Policy, within which Insurance Indemnification is paid.

CURRENT SUM INSURED PER INSURED

Sum Insured remaining after the previous/last claims payment.

WAITING PERIOD

Period of time during which no indemnification shall be paid by the Insurer following the occurrence of the Insured Risk.

Waiting Period is set at 90 (ninety) 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).

DIAGNOSIS

Formal medical report produced by the Attending Physician in compliance with the state standards, indicating exact name of the illness/condition , international code (ICD-10), form and stage (in case of cancer).

ATTENDING PHYSICIAN

Duly certified and licensed physician who has diagnosed critical illness and who is in charge of treating the Insured. The Insured cannot act as an Attending Physician.

MEDICAL RECORDS

Documents pertaining to health condition of the Insured, produced by the Attending Physician and/or other representative of the healthcare/medical institution in compliance with the state standards. The documentation should include final diagnosis/diagnoses, results and conclusions of physical, laboratory, instrumental and other examinations/tests and recommendations for treatment.

ACCIDENT

Sudden and unexpected event caused by visible external force(s), which causes death of the Insured.

PRE-EXISTING ILNESS/PATHOLOGICAL CONDITION

For the purposes of Life Insurance, disease and/or health condition which was diagnosed prior to the conclusion of the Contract of Insurance.

For the purposes of Critical Illness Insurance, critical illness diagnosed and/or clinical examination undertaken prior to the conclusion of the Contract of Insurance. In case of pre-existing condition, the Contract of Insurance shall be cancelled, and the Insurer shall be free from any liability to indemnify the claim.

INSURED RISK

Events and services that constitute an Insured Event and that are selected by the Policyholder and noted on the Policy.

CONTRACT OF INSURANCE

Contract of Insurance consists of a declaration/questionnaire, an Insurance Policy issued on the basis of the information contained in the declaration/questionnaire, Key Conditions Document and present Terms and Conditions.

RISKS INSURED | IMPORTANT INFORMATION | EXCLUSIONS

1. SUBJECT MATTER OF INSURANCE

1.1. This insurance provides for payment of insurance Indemnification 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:

2.1.1. Persons eligible for life insurance:

Citizen of Georgia and/or a person holding Georgian residence permit, who is between 20 and 53 years at the time of insurance.

2.1.2. Persons eligible for critical illness insurance:

Citizen of Georgia and/or a person holding Georgian residence permit, who is between 18 and 61 years at the time of insurance and his/her child/children aged between one and 17.

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 a 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 at 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. In respect of Life Insurance, individuals already insured under the Insurer's voluntary term life insurance product.

2.2.5. In respect of the Critical Illness Insurance, individuals already insured under the Insurer's critical illness insurance product.

2.3. To purchase insurance, prospective Insured shall fill out a digital questionnaire/declaration. Based on the information provided in the questionnaire/declaration, as well as any other information provided by the prospective Insured by any other means prior to the conclusion of the Contract of Insurance, the Insurer decides whether to insure a person and on what terms and conditions. The questionnaire/declaration/provided information form an integral part of the Contract of Insurance. If information provided by the prospective Insured via questionnaire/declaration and/or any other means is incorrect, inaccurate, incomplete, false, or misleading, the Insurer has the right to refuse the claim and/or insurance services.

2.4. **Based on the documentation and/or information provided via the questionnaire /declaration and/or any other means as well as results of medical tests and examinations, the Insurer decides whether to insure a person under standard or special terms or whether to refuse a cover. If insurance is offered on special terms, such shall be noted on the Policy.**

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

2.6. For the purposes of Life Insurance, Waiting Period in respect of the risk of death due to natural causes shall not apply to Insureds who were insured under the Insurer's voluntary term life insurance product and who have continuously purchased/renewed the cover for the same or lesser limit.

2.7. For the purposes of Critical Illness Insurance, Waiting Period shall not apply to Insureds who were insured under the Insurer's critical illness insurance product and who have continuously purchased/renewed the cover for the same or lesser limit.

2.8. If there is a lapse between the Policy cancellation/expiry and the renewal dates, Waiting Period shall be applied to the new/renewed Policy.

2.9. In case of Critical Illness Insurance, Waiting Period shall not apply if the Insured Child has continuously concluded a separate Contract of Insurance with the Insurer, with identical coverage, upon turning 18.

3. INSURED RISKS AND BENEFITS

This insurance envisages:

3.1. **In case of term life insurance:**

3.1.1. Payment of Sum Insured as specified in the Policy in the event of the Insured's death during the Period of Insurance, caused by natural causes, and after the expiration of the Waiting Period.

3.1.2. Payment of Sum Insured as specified in the Policy in the event of the Insured's death caused by Personal Accident, within 12 (twelve) calendar months from the date of the Accident occurring during the Period of Insurance.

3.2. **In case of critical illness insurance:**

3.2.1. Payment of 10% of the Sum Insured as specified in the Policy upon diagnosis of pre-invasive cancer, provided that the diagnosis was made after the expiration of the Waiting Period. In case of any other critical illness, payment of 100% of Sum Insured as specified in the Policy upon diagnosis of a Critical Illness, provided the diagnosis was made after the expiration of the Waiting Period and the Insured is alive after the expiration of the Survival Period. Survival Period shall only apply to Myocardial Infarction, Paralysis and Coronary Artery Bypass Surgery.

3.2.2. Arrangement of medical services in accordance with the Appendix #1 thereof.

3.2.3. **Definitions of Critical Illness Insurance covers:**

3.2.3.1. **Malignant invasive tumor (cancer), clinical stages II, III, IV –** malignant tumor, which is verified by histopathological report and is characterized by uncontrolled growth and invasion into a healthy tissue. Cancer includes malignant lymphoma and malignant bone marrow disorders, including leukemia. If such diagnosis is made during the Period of Insurance and after the expiration of the 90-day Waiting Period, the Insurer shall pay 100% of the Sum Insured to the Beneficiary.

3.2.3.2. **The following malignant tumors are excluded:**

- Carcinoma in situ, cancer in situ, non-invasive cancer (clinical stage 0), dysplasia and all pre-malignant conditions;
- Prostate cancer at pre-T2bN0M0 stages (clinical stages 0 and I);
- Papillary or follicular thyroid cancer at pre-T2N0M0 stages (clinical stages 0 and I);
- Basal cell and squamous cell carcinomas of the skin, and dermatofibrosarcoma protuberans;
- Cancer diagnosed based on tumor cells and/or tumor-associated molecules found in blood, saliva, faeces, urine or any other bodily fluid, provided there is no further definitive and clinically verifiable evidence.

3.2.3.3. **Cancer at pre-invasive stage (carcinoma in situ, clinical stages 0 and I) -** focal, localized autonomous growth of carcinomatous cells that is confined to the tissue where it first developed, without invasion into surrounding healthy tissue or other parts of the body. Diagnosis of non-invasive cancer must always be confirmed by microscopic examination (histopathological report) of the fixed tissue. Non-invasive cancers covered by this Terms and Conditions are limited to the following:

- All primary pre-invasive cancers (carcinoma in situ) according to AJCC classification (American Joint Committee on Cancer, Seventh Edition TNM Classification). If such diagnosis is made during the Period of Insurance and after the expiration of the 90-day Waiting Period, the Insurer shall pay 10% of the Sum Insured to the Beneficiary. Insurance Policy shall remain in force until such time as Sum Insured is exhausted and/or the expiry of the Insurance Period.

3.2.3.4. **The following pre-invasive cancers are excluded:**

- Dysplasia and any pre-malignant conditions;
- Any skin cancer except for melanoma in situ (clinical stage 0);
- Cancer diagnosed based on tumor cells and/or tumor-associated molecules found in blood, saliva, feces, urine or any other bodily fluid in the absence of further definitive and clinically verifiable evidence.

3.2.3.5. **Benign brain tumor, which requires surgery or may result in permanent neurological deficit** - non-cancerous brain tumor diagnosed by a neurologist or neurosurgeon and confirmed by a relevant imaging tests (CT or MRI). Non-cancerous brain tumor includes intracranial tumors, tumors of meninges or intracranial tumors of cranial nerves, that cause damage to the brain. Such tumors shall require neurosurgical excision, or if inoperable, shall be causing permanent neurological deficit which continues for at least three (3) calendar months. In case of such diagnosis, the Insurer shall pay 100% of the Sum Insured the Beneficiary. Epileptic seizures are not considered permanent neurological deficit.

3.2.3.6. **Following benign brain tumors are excluded:**

- Cyst;
- Granuloma;
- Vascular malformation;
- Haematoma;
- Abscess;
- Spine tumors;
- Pituitary gland tumors, with tumor size of less than 10 mm

3.2.3.7. Myocardial Infarction (Heart Attack) - final diagnosis of acute myocardial infarction: death of heart muscle caused by obstruction of blood supply, which is confirmed by the typical rise and/or fall in cardiac biomarkers (Troponin I, Troponin T or CK-MB) by at least one level above the 99th percentile of the upper reference limit and accompanied by one of the following:

- Acute cardiac symptoms and signs consistent with angina;
- Newly developed changes in ECG: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block;
- Newly developed death of healthy heart muscle or regional wall motion abnormality confirmed by imaging tests;
- Intracoronary thrombus identified during angiography.

3.2.3.8. Other acute coronary syndromes, including but not limited to unstable angina are excluded.

3.2.3.9. Coronary Artery Bypass Surgery – In case of open heart coronary artery bypass graft surgery to treat a blockage or narrowing of one or more of the coronary arteries, the Insurer shall pay 100% of the Sum Insured to the Beneficiary.

Percutaneous coronary interventions such as angioplasty and all other intra-arterial, catheter-based techniques or laser procedures are excluded.

3.2.3.10. Stroke resulting in permanent/irreversible neurological deficit - death of brain tissue resulting from inadequate blood supply or haemorrhage and causing:

- Abrupt onset of new neurological symptoms consistent with a stroke;
- New objective neurological deficit identified via clinical examination and which continuous uninterrupted for at least sixty (60) days after the stroke is diagnosed;
- New changes identified on CT scan or MRI, which are consistent with the clinical diagnosis.

3.2.3.11. The following is excluded from the Stroke definition:

- Transient ischemic attack (TIA);
- Traumatic injury to brain tissue or blood vessels;
- Secondary haemorrhage into a pre-existing cerebral lesion;
- Any abnormality seen on brain or other scans without clearly related clinical symptoms and neurological signs.

3.2.3.12. **Paralysis -** total loss of function of two or more limbs due to injury or disease of the spinal cord or brain, where such functional loss is considered to be permanent by a neurologist. In case of such diagnosis, the Insurer shall pay 100% of the Sum Insured to the Beneficiary.

3.2.3.13. **Blindness** - total irreversible loss of sight in both eyes as a result of illness or accident, which cannot be corrected by surgery and shall be certified by an ophthalmologist. In case of such a diagnosis, the Insurer shall pay 100% of the Sum Insured to the Beneficiary.

3.2.3.14. **Pre-existing exclusions clause applicable to the insured children:**

Following pre-existing conditions are not covered:

- Health conditions that transpired at birth or were diagnosed before the age of one (1);
- Insured had knowledge of the health condition prior to the conclusion of the Contract of Insurance;
- Health conditions for which Insured sought medical advice prior to the conclusion of the Contract of Insurance;
- Health conditions transpired before the conclusion of the Contract of Insurance, for which prudent parent would have sought medical advice.

4. EXCLUSIONS

4.1. **Subject to present Terms and Conditions, in case of death of the Insured, the Insurer is free from any liability to pay the claim, if the Insured Event is directly or indirectly caused by the following:**

4.1.1. Death by natural causes occurring during the Waiting Period;

4.1.2. Insureds who fail to meet insurance eligibility criteria under present Terms and Conditions;

4.1.3. 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 medical evidence;

4.1.4. Events occurring during the Insured's stay in a penitentiary facility;

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

4.1.6. Suicide, self-harm or attempted suicide; willful negligence of danger (unless Insured's actions were directed at saving a life);

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

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

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

4.1.10. Death 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;

4.1.11. Mental health disorders of the Insured, except in cases where Insured becomes ill after the Policy inception date and the expiry of the Waiting Period;

4.1.12. 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 sports related thereto; death/ disability/bodily injury of the Insured caused by bets, aerobatic tricks, breaking or trying to break records.

4.1.13. Driving a vehicle and/or any other mechanical vehicle without respective driver's license and/or under the influence of alcohol, narcotic, toxic or psychotropic substances;

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

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

4.1.16. Death 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;

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

4.1.18. 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;

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

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

4.1.21. 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. **According to present Terms and Conditions, besides Exclusions listed in Clauses 3.2.3 and 4.1 thereof, Indemnification under Critical Illness cover shall not be paid and if paid shall be refunded, if critical illness is directly or indirectly caused by/related to:**

4.2.1. Insured's voluntary participation in war (declared or undeclared), civil war, uprising, revolution, strike, military coup;

4.2.2. Suicide and/or self-harm by the Insured;

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

4.2.4. Use of narcotic, toxic, psychotropic or alcoholic substances;

4.2.5. Insured's participation in high-risk activities: combat sports, scuba diving, rock-climbing, mountaineering, parachuting, auto and motor racing, caving, mountain biking, extreme water sports, other extreme sports, aviation and related sports.

4.2.6. Involvement of the Insured in the illegal activities defined by the Criminal Code of Georgia.

4.3. **Under present Terms and Conditions, Indemnification shall not be paid, if:**

4.3.1. Documents requested by the Insurer to assess the claim has not been submitted in full;

4.3.2. Information submitted to the Insurer during the Policy purchase, including information provided in the declaration/questionnaire, is incorrect, inaccurate and/or incomplete;

4.3.3. Upon occurrence of the Insured Event, insurance premium was not paid in accordance with the requirements of the present Terms and Conditions;

4.3.4. Insured Event related documentation/information submitted to the Insurer by the Insured and/or the Beneficiary does not correspond to factual circumstances and/or is false.

5. BASIS AND TERMS OF INDEMNIFICATION

5.1. The 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;
- Beneficiary(ies) identity document(s);
- Beneficiary(ies) bank account details;

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

- Original or notarized copy of the Death Certificate;
- Medical Certificate stating the cause of death (Form 106 / S-4);
- Medical Certificate stating the diagnosis (medical documentation Form No. IV-100/A);
- In case of death caused by Personal Accident, a report issued and signed by the relevant law enforcement authorities;
- 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 cannot be established based on the documents provided, the Insurer shall have the right to request a forensic medical examination report.

5.1.3. In case of a critical illness diagnosis:

- Documentation confirming the diagnosis (medical form iv-100/a, medical history, results of histomorphological study and any other study and imaging test results, if required).
- Final diagnosis of Critical Illness confirmed by the Attending Physician must meet the definition and criteria of the illness as set forth in this Terms and Conditions.

5.2. Depending on a specific case, the Insurer reserves the right to request additional documents, different from those listed above, in order to accurately establish circumstances of the Insured Event (including but not limited to birth certificate(s) of child/children).

5.3. The Insurer shall, within 15 (fifteen) business days after receipt of all the requested documents, review the case and either pay or reject the claim.

5.4. Insurance Indemnification paid by the Insurer to the Beneficiary(ies) shall be within the limits of Sum Insured specified in the Policy.

5.5. If Insured's legal heir(s) is named Beneficiary(s), Insurance Indemnification shall be paid to person(s) specified in the inheritance certificate, in the manner and/or percentage ratio specified in the inheritance certificate.

5.6. If Insured is covered under the Insurer's other voluntary term life insurance product(s), total amount of indemnification under this insurance shall not exceed the amount of Sum Insured specified on this Policy, regardless of number of other insurance policies and their sums insured/limits.

5.7. In respect of Critical Illness Insurance, if the Insured is incapacitated, indemnification shall be paid to his/her legal representative/guardian. If the Insured Event occurred during the Period of Insurance and was declared to the Insurer whilst the Insured was alive, but insurance payout was not issued prior to his/her death, indemnification shall be paid to the Insured's legal heir(s).

6. CONTRACT OF INSURANCE AND ITS ENTRY INTO FORCE

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

6.2. Unless Policyholder pays first or single premium payment in accordance with the premium payment schedule specified in the Policy, the Insurer is free from any liability to pay the claim.

7. INSURANCE PREMIUM AND ITS PAYMENT

7.1. Insurance Premium is payable in GEL.

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

7.3. If Policyholder fails to pay single (in case of lump sum payment) or first premium installment (in case of multiple payments) in full before the end of the month in which the Policy has incepted, the Policy shall be voided from the date of inception, 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) in accordance with the premium payment schedule, the Policyholder shall have additional two weeks from the due date to make a payment. 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 paid. Upon the expiry of 30 (thirty) calendar days from the due date (at 24:00 hours of the 30th day), the 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 of premium by the Policyholder within 30-day period, the Policyholder shall pay the full amount of outstanding earned premium at the date of termination.

7.6. If case of early termination of the Contract of Insurance by the Policyholder and provided no claim has been paid or medical service provided by the Insurer before the termination, Policyholder shall pay the amount of outstanding earned premium at the date of termination and an early termination fee in the amount of one-month premium.

7.7. In case of early termination of the Contract of Insurance by the Policyholder and provided the Insurer has paid the claim or provided medical service during the Policy period, the Policyholder shall pay the full amount of the Insurance Premium for the current Policy year. The Insurer shall have the right to deduct unpaid premium from the amount of claims payment.

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 claims amount.

8. INSURANCE CONTRACT / COVERAGE TERMINATION

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 of Insurance are fully fulfilled/total Sum Insured under the Contract of Insurance 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 death of the 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 fully pay outstanding premium 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.

8.2.7. Critical Illness Insurance cover in respect of all Insureds terminates on payment of 100% of Sum Insured to the Principal Insured and is not subject to renewal.

8.2.8. If 100% of Sum Insured is paid to the Insured Child/Children, the Policy continues to be in force but the insurance cover in respect of that particular child/children ceases and is not subject to renewal.

9. NOTICES AND COMMUNICATION

9.1. For the purposes of this insurance, the parties agree that the address and/or mobile phone number specified in the Policy may be used for communication and notices sent by the Insurer. A letter sent to this address or a message sent to this mobile phone number (including Short Message Service) shall be a formal written notice by the Insurer. If the notice is sent to the phone number, the date of sending shall be deemed to be the date of its receipt by the addressee.

9.2. The Insurer shall send a notice to the Policyholder using actual address indicated in the 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, 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 (including 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 purposes 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 - MEDICAL SECOND OPINION AND ARRANGEMENT OF MEDICAL SERVICES ABROAD

This Appendix forms an integral part of the Individual Term Life and Critical Illness Insurance Terms and Conditions.

DEFINITION OF TERMS

ATTENDING PHYSICIAN	A physician with relevant medical education, who holds state certificate confirming his/her right to engage in medical practice, and gives advice to the Insured, prescribes and performs tests and by whom the initial diagnosis is made.
BUSINESS DAY	Official business days in Georgia and the USA.
WORKING HOURS	Official business hours in Georgia.
DIAGNOSIS	Diagnosis made by the Attending Physician following Insured's examination and testing. Diagnosis shall include the name of the disease or the suspected pathology.
MEDICAL RECORDS	Documents on health state of the Insured, issued by the Attending Physician and/or other representative of the healthcare/medical institution in compliance with the state standards. The documentation should include final diagnosis/diagnoses, results of physical, laboratory, instrumental and other examinations and recommendations for treatment.
PHYSICIAN	A physician who holds a license/certificate confirming his/her right to engage in medical practice in the United States of America or other country.
"MEDIGUIDE INTERNATIONAL" (MEDIGUIDE)	Insurer's partner organization responsible for arranging Medical Second Opinion and medical services abroad, that are financed by the Insurer and are compliant with the provisions of present Terms and Conditions.
MEDICAL CASE SUBJECT TO REVIEW	Illness or deterioration of health condition, which allows the Insured to request the review of his/her medical records for the purposes of obtaining Medical Second Opinion. Any medical case shall fall within the scope of the review, except for the following: o No diagnosis has yet been made - the Insured shall have formal diagnosis to be eligible for Medical Second Opinion, otherwise the case shall not be reviewed;

- The Insured has not consulted a physician during the last 12 months - data for the last one (1) year is necessary to evaluate the case;
- Acute or life-threatening health condition – a condition that requires immediate medical intervention and cannot be delayed for the purposes of obtaining Medical Second Opinion;
- Case review requires physical examination by the physician.

MEDICAL SECOND OPINION PROVIDED BY MEDIGUIDE

Written report by a physician working at the World Leading Medical Center, which includes diagnosis and treatment recommendations and which is provided to the Insured and his/her Attending Physician. The report shall be drawn up in the language of the World Leading Medical Center and translated into Georgian

WORLD LEADING MEDICAL CENTER

Medical facility recognized by the medical community as one of the leading medical clinics providing specialized medical care.

ASSISTANCE

A specialized company providing 24-hour telephone medical advice, medical records and other services related to organization of Medical Second Opinion and/or medical services abroad. Assistance operators speak Georgian.

1. SERVICE PROCESS AND COSTS COVERED

1.1 Service Process and Costs Covered:

1.1.1. The Insured shall call the Insurer's hotline at +995 32 242 22 22 to seek Medical Second Opinion. After identification of the Insured, the Insurer shall redirect the Insured to MediGuide hotline (hereinafter referred to as the "Assistance") to report the diagnosis made by his/her Attending Physician, and in respect of which the Insured seeks Medical Second Opinion.

1.1.2. MediGuide shall, within 3 (three) business days from the date of the first call by the Insured, considering his/her diagnosis, select three best medical centers in the respective field and forward the list to the Insured. The Insured shall, with the help of his/her Physician, choose one medical center in which he/she wishes to seek Medical Second Opinion.

1.1.3. By signing the Consent Form provided by MediGuide, the Insured agrees and authorizes MediGuide to request and collect Insured's medical records pertaining to the health condition in question. The Consent Form shall be sent to the Insured within 12 (twelve) working hours after the first call to the Assistance.

1.1.4. Once the Insured chooses the clinic and signs the Consent Form, MediGuide shall, with the help of the Insured's Attending Physician, obtain all the necessary medical records to be transferred to the clinic.

1.1.5. The Insured and his/her Attending Physician will, within 10 (ten) working days after the receipt of the Insured's medical records by the clinic, receive an independent written opinion from the clinic on the Insured's initial diagnosis, along with recommendations for treatment, in compliance with all laws and regulations on medical confidentiality. These recommendations shall include optimal treatment and care options based on the latest established medical practices and international standards.

1.1.6. If a medical institution and/or medical personnel refuse to provide medical records to MediGuide Assistance, obligation to obtain these records shall sit with the Insured. MediGuide shall bear no responsibility for failure to provide Medical Second Opinion, if the Attending Physician, relevant medical facility or facility personnel fail to provide MediGuide with copies of medical records and medical examination results.

1.1.7. At the request of the Insured, MediGuide shall communicate using telephone, fax, e-mail, mail, FedEx or DHL.

1.1.8. The cost of following services shall be covered by MediGuide International:

- Search for the world's leading specialized medical center, which shall provide Medical Second Opinion within the time limits specified by this Terms and Conditions;
- Remuneration of the Attending Physician or medical institution for obtaining Insured's medical records, making copies and compiling them into a single file;
- Translation of medical records into the language in which the World Leading Center conducts its operations;
- Sending medical records file to the World Leading Medical Center and getting the file back via express mail after the review;
- Electronic transmission of medical files and/or images, in compliance with the rules and laws on personal data protection;

- Teleconferences with physicians;
- Review of medical records by the World Leading Medical Center, preparation of Medical Second Opinion and treatment recommendations;
- Translation of the Medical Second Opinion into Georgian language;
- Assistance services.

1.1.9. Neither MediGuide nor the Insurer shall be liable for non-performance or improper performance of services under this Contract, if it is caused by or results from a voltage drop, disruption or shutdown of electricity and/or telecommunications and/or Internet, state restrictions, flood, strike, terrorist act, earthquake, explosion, embargo, shortage of personnel or material resources, traffic disruption or any other event beyond the control of "MediGuide International" and/or the Insurer.

1.1.10. Coordination of emergency medical service is not provided under this Contract.

1.1.11. Medical Second Opinion for the same diagnosis shall be prepared only once during the Period of Insurance, unless health condition of the Insured, despite strict adherence to treatment recommendations set out in the first Medical Second Opinion, has not improved within the prescribed period, whilst such improvement was expected under the treatment plan. In such a case, MediGuide International shall provide a repeated Medical Second Opinion considering new circumstances.

2. ARRANGEMENT OF MEDICAL SERVICES ABROAD

2.1. Under present Terms and Conditions, MediGuide shall organize treatment recommended by the Medical Second Opinion at a medical institution outside of Georgia selected by the Insured, together with travel and hotel accommodation associated with the treatment.

2.2. If, during review of the Insured's medical records, specialists of the World Leading Medical Center deem it necessary to perform additional examinations, MediGuide International shall organize such examinations abroad at the clinic selected by the Insured.

2.3. Medical services abroad shall be organized only after obtaining Medical Second Opinion.

2.4. Neither cost of medical services (examinations, consultations and treatment), nor travel or accommodation expenses shall be reimbursed under this Contract of Insurance.

2.5. Service Process:

2.5.1. The Insured shall call the Insurer hotline at +995 32 242 22 22 to seek Medical Services Abroad and shall specify the region/country where he/she wishes to undergo treatment based on the recommendations specified in the Medical Second Opinion.

2.5.2. After obtaining written consent from the Insured, MediGuide shall deliver a copy of the Medical Second Opinion together with the copy of the Consent Form to its Partner (hereinafter referred to as the "MediGuide Partner"), which operates in the region selected by the Insured and provide Insured's contact details.

2.5.3. MediGuide Partner shall contact the Insured, offer him/her a list of clinics, provide prices for medical services and, if requested, travel and hotel accommodation rates. Preliminary estimate of medical services shall not include costs associated with the treatment of

expected/unexpected complications. The Insured shall choose the clinic where he/she wishes to receive medical care.

2.5.4. MediGuide Partner shall enter into service agreement with the Insured, whereby the Insured shall transfer the amount specified in the above agreement, which is the estimated cost or a part thereof of medical services to be provided at a medical institution.

2.5.5. The MediGuide Partner shall provide the following services:

- Organization of outpatient visits to a medical institution and hospitalization therein;
- Ensuring compliance with tax requirements related to provision/receipt of medical services;
- Supervision of the treatment process at the request of the Insured in order to optimize medical services;
- Review of medicines prescribed upon discharge from a medical facility, which means checking whether prescribed medicines are registered and sold in Georgia and, if necessary, procurement of certain supplies to continue treatment in Georgia;
- Organization of arrival and return to Georgia, local transfers, accommodation of the Insured and/or his/her accompanying persons in a hotel near the clinic, medical evacuation;
- MediGuide Provider shall bear no responsibility for changes in prices for scheduled transfers, delays or cancellations of flights or other changes in the schedule;
- In the event of death of the Insured, organization of repatriation of the deceased to the International Airport of Georgia or local burial/cremation. MediGuide Provider shall bear no responsibility for providing this service in any particular timeframe.