



CONFIRMED
By the N 76 decision (dated 04.12.2020) of Board of
"NAIRI INSURANCE" INSURANCE LLC
/Date of entry: 10.12.2020/

TRAVEL INSURANCE TERMS AND CONDITIONS

Code: P750-02-04

Edition: 04

Asset class: Public

SECTION 1. GENERAL PROVISIONS

- 1.1 Travel Insurance Terms and Conditions (hereinafter referred to as the Conditions) are set according to the Civil code of the RA, Law of the RA on “Insurance and Insurance activities” (hereinafter referred to the Law), other juridical acts (hereinafter together – RA Legislation).
- 1.2 “NAIRI INSURANCE” Insurance Limited Liability Company on the basis of N 0006 (0009) license issued and provided by the Central Bank of the Republic of Armenia performs insurance of “Assistance Insurance” class by signing a Travel Insurance contract or policy.

SECTION 2. DEFINITIONS USED

- 2.1. **Insurer:** “NAIRI INSURANCE” INSURANCE LLC.
- 2.2. **Insured:** an individual and/or legal entity, who signs insurance contract or policy with the Insurer.
- 2.3. **Contract:** an insurance policy or certificate signed in accordance with the present Conditions.
- 2.4. **Insured person:** a person mentioned in a Policy by Insured in connection with whom occurrence of the insurance event shall be deemed a subject of the Contract. Insured person is the beneficiary who has the right to receive insurance indemnity.
- 2.5. **Sum insured:** maximum amount that the Insurer is obliged to pay in case of possible indemnity.
- 2.6. **Insurance rate:** rate of insurance premium upon the defined Sum insured (in percentage).
- 2.7. **Insurance Premium:** sum to be paid by the Insured to the Insurer for the possible insurance indemnity in the amount specified by the Contract.
- 2.8. **Deductible:** share of the Insured’s participation in loss indemnity stipulated by the Contract as a particular amount or as a percentage of the Sum insured. Conditional or non-conditional deductible can be stipulated by the Contract.
 - 2.8.1. In case of conditional deductible stipulated by the Contract the Insurer is free of his obligation to pay indemnity for any loss if the amount of loss does not exceed the amount of deductible stipulated by the Contract, and is obliged to pay the whole amount of indemnity if the amount of indemnity exceeds the deductible.
 - 2.8.2. In case of non-conditional deductible stipulated by the Contract the Insurer is free of his obligation to pay the indemnity on the amount of non-conditional deductible regardless the amount of loss.
- 2.9. **Insurance territory:** The territory stipulated by the Contract where an accident could be considered as an insurance event.
- 2.10. **Insurance event:** A sudden disease or an accident happened to the Insured, (also death of the Insured person as a result of such sudden disease or accident) that occurred in the Insurance territory during the Policy period and at the occurrence of which the Insurer is obliged to pay insurance indemnity.
- 2.11. **Sudden disease:** disease that occurs suddenly during the Policy period and needs emergency medical intervention.
- 2.12. **Accident:** A fortuitous, sudden, unexpected, unforeseen, short-term external event that occurs regardless the Insured person’s will and causes bodily injury, acute intoxication, temporary or permanent disability and/or death of the Insured person.
- 2.13. **Assistance Company:** A company that has signed a contract of cooperation with the Insurer and in case of the Insurance event will organize the corresponding services for the Insured person.

SECTION 3: OBJECT OF INSURANCE

- 3.1. The object of insurance is property interests of the Insured connected with the occurrence of the Insurance event in the Insurance territory.
- 3.2. According to the Conditions the insurance can cover people aged up to 85 years at the time of the Contract issuing.

SECTION 4: INSURANCE EVENTS AND PERILS

- 4.1. According to the Conditions the Insurer indemnifies the following expenses:
- 4.1.1. emergency medical care expenses, that are prescribed by a physician and include:
 - 4.1.1.1. first-aid and emergency medical care expenses,
 - 4.1.1.2. expenses of treatment in a hospital (including diagnostic examinations, emergency surgical procedures, medicine, dressing and fixing materials (band, gypsum, etc.), prescribed by the physician of the Insured person and the expenses of a standard hospital room),
 - 4.1.1.3. outpatient treatment expenses (including diagnostic examinations, medicine, dressing and fixing materials (band, gypsum, etc.) prescribed by the physician of the Insured person),
 - 4.1.1.4. toothache that requires emergency medical care in the amount stipulated by the Conditions,
 - 4.1.1.5. expenses of medicine and medical supplies prescribed by the physician of the Insured person,
 - 4.1.1.6. emergency dispatch of a physician-specialist, that is indemnified only in case when local treatment is impossible and at the same time the transportation of the Insured person to the other place is impossible or contraindicated by the physician,
 - 4.1.1.7. medical supervision organization expenses, in case if there is a necessity of a care of the hospitalized Insured person, who has no other person in the Insurance territory to render the care. Insured person's family members or relatives are also being informed about his/her state of health.
 - 4.1.2. Expenses of medical-transportation services arisen at the time of occurrence of Insurance event that include:
 - 4.1.2.1. the transportation costs (excluding air ambulance) of the Insured person to the nearest medical institution from the place of occurrence of Insurance event to provide an emergency medical care,
 - 4.1.2.2. expenses of transportation (excluding air ambulance) of the Insured person to another medical institution instructed by physician,
 - 4.1.2.3. the expenses of medical repatriation of the Insured person instructed by physician that include the expenses of changing the date of flight of the Insured person to his permanent residency if an air ticket exists, otherwise the cost of an economy class flight air ticket to the Insured person's permanent residency.
 - 4.1.3. Following expenses as a result of Accident and Sudden diseases:
 - 4.1.3.1. the cost of an economy class round trip air ticket from RA or NKR to the Insurance territory if the Insured person is in such condition when according to the physician's instruction he/she needs a care provider and there is no person who can take care of him/her,
 - 4.1.3.2. expenses of one way economy class air ticket or changing the flight date of existing air ticket of the Insured person's dependent children (younger than 18 years) to their home country by providing an attendant till the nearest airport in case of necessity. This is done in case when the Insured person is in such health condition that he/she is not able to take care of the dependent children or if the Insured person has deceased and the children are left without a care provider in the Insurance territory,
 - 4.1.3.3. repatriation of the body (remains) of the Insured person whose death was caused by Insurance event which is indemnified up to 30 % of the Sum insured.
 - 4.1.3.4. in the case stipulated by clause 4.1.3.3 of the Conditions if the repatriation is made to a country other than the permanent residency, the insurance indemnity is paid in amount that would be paid if the repatriation is made to the permanent residency, but not more that 30 % of the Sum insured.
 - 4.1.4. The expenses that Insured (Insured person) has made to inform about the Insurance event to the Assistance Company or to the Insurer. In this case documents verifying the expenses must be submitted to the Insurer,

- 4.1.5. The Insurer or the Assistance Company renders assistance in receiving legal consultation, if such necessity is raised from the Insurance event. In this case all expenses related to legal consultation will be borne by the Insured person.
- 4.2. The Insurer pays insurance indemnity also in case when the consequences of an Accident arise within 30 days from the Accident regardless of Policy period expiry.
- 4.3. According to the Conditions the insurance indemnity is paid to the Insured person, if he/she has made the expenses following the requirements of the Conditions or to the Assistance company if the Insured person has applied to the Assistance company.

SECTION 5: GENERAL EXCLUSIONS

5.1. *The Insurer does not indemnify for the following expenses:*

- 5.1.1. expenses related to Insured person's deliberate exposure to risks (except the cases of human life-saving), contraindicative and (or)illegal acts and activities of the Insured person, as well as expenses related to suicide or self-injury of the Insured person (except the cases, if the Insured person did that because of others' enforcements),
- 5.1.2. expenses related to traumas got during different trials, competitions, trainings, dangerous jobs, as well as during participation in dangerous sports, hobbies or amusements (alpinism, diving, parasailing, windsurfing, parachutism, gliding, skateboarding, snowboarding, mountain biking, roller skates sport, speleology, sport tourism, winter swimming, base jumping, etc.), unless otherwise stated in the Contract.
- 5.1.3. expenses related to direct or indirect participation in civil commotions, wars, warfare or other military actions, terrorism, mass riots and strikes,
- 5.1.4. expenses related to effects of nuclear explosion, radiation, radioactive pollution, chemical and biological weapon,
- 5.1.5. expenses related to natural disasters,
- 5.1.6. expenses made after the return to the Republic of Armenia, the Republic of Artsakh or territories where the Insured person is considered to be a citizen or resident,

5.2. *The Insurer can decline the indemnity the following expenses:*

- 5.2.1. expenses related to non-treatment of health disorders, non-following of physician's instructions, taking prescribed or not prescribed medications and/or new injuries and injury complications as a result of rejection of treatment of the injuries and treatment delay,
- 5.2.2. expenses related to diagnose and treatment of upper respiratory system, skin and mucous membranes, blood, gastrointestinal system and all kinds of infections of ulinary tract, as well as expenses related to consultation, diagnosis and treatment of mainly sexually transmitted diseases, such as gonorrhea, syphilis, chlamidia, mycoplasmosis, trichomoniasis, cytomegalovirus, ureaplasma urealyticum, gardnerella vaginalis, genital herpes,
- 5.2.3. expenses related to non-traditional ways of treatment,
- 5.2.4. expenses related to general medical examinations and consultations without prescription of a physician,
- 5.2.5. expenses related to prostheses and prosthetics, endoprosthesis and endoprosthetics, orthopedic shoes and pillows, artificial lenses, wheelchairs, hearing aids, glasses and contact lenses,
- 5.2.6. expenses related to bioactive supplements, vitamin monotherapy, cosmetic and hygiene products,
- 5.2.7. expenses related to diseases with hereditary and genetic predisposition: Mediterranean fever, epilepsy etc., congenital defects, anatomical development peculiarities (complications of such), destruction of the intervertebral discs, posture disorders, dystrophic changes (for example osteochondrosis),
- 5.2.8. expenses related to bacillus carriership, virus carriership, helminth carriership, tuberculosis and mycosis.
- 5.2.9. expenses related to autoimmune diseases, connective tissue diseases, (lupus erythematoses, rheumatoid arthritis, Dermatomyositis, etc.), Vasculitis (anaphylactoid purpura, Polyarteritis nodosa), chronic arthropathies, psoriasis, eczema,

- 5.2.10. expenses related to end state renal disease,
 - 5.2.11. expenses related to demyelinating diseases of nervous system,
 - 5.2.12. expenses related to endocrinopathy, diabetes and its complications,
 - 5.2.13. expenses related to routine examinations,
 - 5.2.14. expenses related to plastic (cosmetic) and restorative surgery and/or conservative treatment, prosthetics, correction of nasal septum and surgical treatment of complications (except the cases when the necessity of such arises from Insurance event and the treatment tends to functional restoration of the organ),
 - 5.2.15. expenses related to examination, treatment and intervention for improving cosmetic and psychic condition (including removal of papillomas, polypuses, verrucas, birthmarks and other elements),
 - 5.2.16. expenses related to medical and surgical (excimer) correction of vision and medical and surgical correction of weight,
 - 5.2.17. expenses related to reproductive disorders, examination and treatment of such (for example sexual hormonal disfunction, dismenorea, diagnosis and treatment of such), contraceptives, physiotherapy and/or restorative treatment,
 - 5.2.18. expenses related to alcoholism, drug addiction, toxicomania, also the use of alcohol, narcotics and toxic substances of the Insured person,
 - 5.2.19. expenses related to treatment at health resorts, sanatoriums, rest houses, holiday houses,
 - 5.2.20. expenses related to pregnancy and childbirth (except medical care connected with life-saving of the Insured person),
 - 5.2.21. expenses related to hepatitis or acquired Immune deficiency Syndrome (AIDS), AIDS-related complex, Human Immunodeficiency Virus (HIV),
 - 5.2.22. expenses related to cancer (oncology),
 - 5.2.23. expenses related to chronic and age diseases, its consequences, that require constant and (or) conservative treatment and dynamic control,
 - 5.2.24. expenses related to the accidents caused by diseases, health disorders and the Insured person's health conditions existing before the Contract issuing,
 - 5.2.25. expenses related to dental help, except expenses for examination, urgent treatment and medicine in case of acute inflammation of teeth and tooth tissues, as well as expenses for tooth injury as a result of Accident,
 - 5.2.26. Expenses related to invasive interventions and surgery of cardiac muscle (myocardium) and coronary vessels,
 - 5.2.27. expenses related to prevention and treatment of infectious diseases, functional disorders of central nervous system and mental disorders and deviations, neurosis (asthenic-neurothic syndrome, somatoform autonomic dysfunction etc.) psychiatrist services,
 - 5.2.28. inpatient and outpatient examinations (including the consultation and laboratory examination) that are not followed by inpatient treatment of the disease,
 - 5.2.29. expenses related to health disorders resulted from solar burns and ultraviolet radiation,
 - 5.2.30. expenses not necessary for diagnostics and treatment,
 - 5.2.31. expenses related to additional comfort, including TV in a hospital room, air conditioning, telephone, services of translator, masseur, hairdresser, etc.,
 - 5.2.32. expenses related to the services of unlicensed medical institution or physician and their instructions or recommendations,
 - 5.2.33. expenses related to new losses caused by non implementation of measures for preventing the loss, except the cases when the implementation of such measures was impossible.
- 5.3. *The insurance indemnity is not provided also in cases, when:*
- 5.3.1. at the time of Contract issuing the Insured provided the Insurer with the false information affecting the insurance risk or if there was an increase of insurance risk during the Policy period and it was not notified to the Insurer,
 - 5.3.2. the Insured person did not maintain the international medical requirements of measures for prevention of contagious diseases, that caused the occurrence of Insurance event,

- 5.3.3. at the time of occurrence of Insurance event the Insured person was in an aircraft as a pilot,
- 5.3.4. the expenses made for Insured person's care providers (relatives),
- 5.3.5. at the time of occurrence of Insurance event the Insured person was a driver of a means of transportation and did not have the right to drive such means of transportation,
- 5.3.6. at the time of occurrence of Insurance event the Insured person was a passenger in a means of transportation, whose driver was under the influence of alcohol, narcotics, toxic and other psychotropic substances (if the Insured person was aware of that),
- 5.3.7. if the amount of loss due to the Insurance event exceeds the amount of Sum insured (by the exceeding amount).

SECTION 6: SUM INSURED

- 6.1. Sum insured is the sum of money that is defined by mutual agreement between the Insurer and the Insured (hereinafter Parties) in the Contract.
- 6.2. The Sum insured for the dental coverage is determined as 200 Euros equivalent to AMD for the whole Policy period and is calculated by the exchange rate of the Central bank of Armenia at the day of the Insurance event.
- 6.3. Within the framework of the Conditions, the expenses made by the Insured (Insured person) without prior consent of the Insurer or Assistance company are indemnified at the maximum amount of 150 Euros equivalent to AMD and is calculated by the exchange rate of the Central bank of Armenia at the day of the Insurance event, except the cases mentioned in clause **Error! Reference source not found.** of the Conditions.
- 6.4. Expenses related to life threatening acute conditions of the chronic diseases are indemnified at the maximum amount of 1000 Euros equivalent to AMD calculated by the exchange rate of Central bank of Armenia at the day of the Insurance event.
- 6.5. The Sum insured decreases automatically by the amount of the paid insurance indemnity.
- 6.6. The Insured can require increasing the Sum insured by paying relevant Insurance premium.
- 6.7. The Contract can define sub-limits for each indemnity payment or for indemnity of each type of injury for each accident.
- 6.8. in case of insurance accidents in in regions of USA and Canada:
 - 6.8.1. In the medical institutions of USA and Canada all out-patient examinations are indemnified in maximum amount of 1000 euros equivalent to AMD if as a result of examinations the Insurance event is proven.
 - 6.8.2. For in patient insurance events the amount of reimbursement is not more than 500 euros equivalent to AMD, but no more than 3000 euros equivalent to AMD for each insurance event.

SECTION 7: INSURANCE PREMIUM, PAYMENT PROCEDURE, CONSEQUENCES OF NONPAYMENT

- 7.1. Insurance premium payment terms and conditions are defined by mutual agreement between the Parties in the Contract.
- 7.2. Insurance premium is calculated by the Insurer for the whole Policy period on the basis of Insurance rate by taking into consideration the coverage chosen by the Insured, Insurance territory, type of Deductible, Policy period and other factors affecting the insurance risk.
- 7.3. Insurance premium is paid by the Insured in one installment at the time of Contract issuing unless otherwise stated in the Contract.
- 7.4. Insurance premium can be paid by cash to the cash desk of the Insurer or to an insurance intermediary (agent or broker) or by bank transfer to the Insurer's bank account.
- 7.5. In case of occurrence of Insurance event before payment of the next installment of the Insurance premium, the Insurer has the right to determine appropriate amount of indemnity after netting it with overdue Insurance premium.
- 7.6. If the Insured does not pay the Insurance premium in 3 days after the Contract comes into force, the Insurer has the right to cancel the Contract unilaterally, unless otherwise stated in the Contract.

- 7.7. The Insurer has the right to decline the payment of insurance indemnity if at the time of occurrence of Insurance event the Insured has overdue obligations to the Insurer on Insurance premium. The Insurer's right stipulated by this clause is in force until the 00:00 h of the second working day after the day of debt payment.

SECTION 8: THE CONTRACT, CONTRACT ISSUING TERMS AND CONDITIONS, PROVISIONS MODIFICATION

- 8.1. The Contract is a document signed between the Insurer and the Insured, whereby the Insurer undertakes to pay the Insured (Insured person) insurance indemnity in return for Insurance premium in compliance with the Conditions.
- 8.2. The Contract is signed in written form upon verbal or written application of the Insured.
- 8.3. The Conditions are attached to the Contract and are integral part of it and are mandatory for the Parties.
- 8.4. In order to sign the Contract, the Insurer is entitled to request from the Insured the following:
- 8.4.1. in case of an individual: the passport or duly certified copy thereof, in case of legal entity: the state registration certificate and its annexes or duly certified copies thereof,
 - 8.4.2. the passport of the Insured person or duly certified copy thereof,
 - 8.4.3. to submit written information, that can directly or indirectly affect the forecasting possibility of occurrence of the Insurance event and loss amount by the Insurer, also other documents and information that are necessary for insurance risk assessment and Contract signing.
- 8.5. The Policy period is defined by the Contract by mutual agreement between the Parties.
- 8.6. The Contract is signed minimum for 1 day and maximum for 1 year.
- 8.7. The Contract is not valid throughout the Republic of Armenia and the Nagorno-Karabakh Republic, as well as on territories where the Insured person is considered to be a citizen or resident, or in countries being under military actions or state of war (including civil war) no matter the war was declared or not, also in countries that are centers of epidemics, or the countries where the economic and/or military sanctions of the United Nations are imposed.
- 8.8. The Contract enters into force on time of signing and stamping by the Parties, unless otherwise stated in Contract.
- 8.9. In case of discrepancies between the Contract and the Conditions, the Contract prevails and in case of discrepancy between the Armenian version of the Conditions and its translations, the Armenian version prevails.

SECTION 9: RIGHTS AND OBLIGATIONS OF THE PARTIES

- 9.1. The Insured and/or the Insured person has the right:
- 9.1.1. to require the documents proving the state registration and permission to perform insurance activities (state registration certificate and license),
 - 9.1.2. to carry out its contacts with the Insurer through insurance intermediary (insurance agent or broker),
 - 9.1.3. to receive insurance indemnity in cases stipulated by the Contract,
 - 9.1.4. to receive a duplicate of the Contract in case of its loss upon written application,
 - 9.1.5. to cancel the Contract preterm in terms and conditions stipulated by the Conditions,
- 9.2. The Insured and/or the Insured person is obliged:
- 9.2.1. to provide the Insurer with all authentic information he/she owns that is important for determination of the Insurance risk,
 - 9.2.2. to inform the Insurer about other insurance Contract covering the same risk,
 - 9.2.3. to pay the Insurance premium in the terms and order defined by the Contract,
 - 9.2.4. to inform the Insurer or the Assistance company about the occurrence of the Insurance event immediately,
 - 9.2.5. to undertake measures to prevent the rise of loss amount in case of occurrence of Insurance event,
 - 9.2.6. if as a result of the Insurance event the Insured person needs to change or return his/her air ticket, he/she should do that as soon as possible,
 - 9.2.7. to inform the Insured person about the Conditions,
 - 9.2.8. during the Policy period immediately inform the Insurer about the circumstances that could directly or indirectly affect the insurance risk assessment,

- 9.2.9. to provide the Assistance company and/or the Insurer the information known to him that is necessary to investigate the circumstances of the Insurance event, also not to put obstacles for the latter's attempts to get and exam such information.
- 9.3. The Insurer has the right:
- 9.3.1. to verify the information submitted by the Insured, also supervise and require the Insured to follow the terms and conditions of the Contract,
 - 9.3.2. to require the relevant documents prior to the Contract signing,
 - 9.3.3. to contact the Insured through the insurance intermediaries (insurance agent or broker),
 - 9.3.4. to investigate the circumstances of an Insurance event,
 - 9.3.5. to reveal by himself from responsible state authorities or the people aware of the accident details about the reasons and circumstances of the accident and collect information about the Insurance event,
 - 9.3.6. in order to make the decision on full or partial payment of insurance indemnity, to suspend or extend the insurance indemnity process if there are circumstances which require the Insurer to get additional information about the Insurance event upon prior written notice to the Insured (Insured person),
 - 9.3.7. to make netting of the amount of the insurance indemnity against the amount of unpaid part of the Insurance premium,
 - 9.3.8. to require the change of the amount of the Insurance premium, to cancel the Contract or to change the Contract provisions in case if during the Policy period there was an increase of insurance risk,
 - 9.3.9. *to reject the payment of insurance indemnity if the Insured (Insured person) fails to fulfill his/her obligations defined in the Conditions, as well as if the Insured person was out of Republic of Armenia or Republic of Artsakh borders at the moment of signing the Policy (excluding in case of Policy renewing due to the end of the contract) and present an application for the later.*
 - 9.3.10. *to reject the payment of insurance indemnity in compliance with the RA Legislation, the Contract or the Conditions,*
- 9.4. The Insurer is obliged:
- 9.4.1. upon the Insured's request to show him/her the documents proving the state registration and permission to perform insurance activities,
 - 9.4.2. to familiarize and provide the Insured with the Conditions,
 - 9.4.3. to provide the Insured with the original and second copy of the Contract,
 - 9.4.4. to provide the Insured the Assistance company's data and phone numbers,
 - 9.4.5. to make the insurance indemnity in terms and conditions defined in the Contract and the Conditions.
- 9.5. The Parties and the Insured person are obliged not to publicize, disclose and/or provide the third party with the information constituting medical, financial and insurance secret except the cases stipulated by the RA Legislation and not to use such information for personal or third parties' interests or for harming each other's economic position.
- 9.6. The Insured/Insured person and the Insurer also have other rights and obligations stipulated by the RA legislation.

SECTION 10: RELATIONS BETWEEN THE PARTIES IN CASE OF INSURANCE EVENT

- 10.1. In case of occurrence of the Insurance event the Insured or the Insured person are obliged:
- 10.1.1. In case of occurrence of the Insurance event immediately inform the Assistance company or the Insurer about it and follow the instructions of the latter. In case of breach of this obligation the Insurer has the right to reject the payment of the insurance indemnity if it is not proved that the Insurer have been aware of the Insurance event in time or that the absence of the information about the Insurance event could not affect the obligation of the Insurer to make an insurance indemnity.
 - 10.1.2. Immediately (at the first opportunity) inform the appropriate state authorities about the Insurance event and get the documents proving the occurrence of the accident, as well as other documents related to the accident except the cases if the Insurer or the Assistance company has released the Insured (Insured person) from this obligation in written form.

- 10.1.3. In case of the impossibility to contact the Assistance company at the time of Insurance event, contact the Assistance company at the first opportunity and submit the Contract.
- 10.1.4. *In case of non-fulfillment of 10.1.1-10.1.3 clauses of the Conditions, the expenses made by the Insured person are not subject to compensation.*
- 10.1.5. to inform the Insurer in written form about the Insurance event within 10 days after the return to the RA, NKR or permanent residency and within 3 months submit the documents stipulated by the Conditions for insurance claim settlement, if the expenses are made by the Insured person. *The Insurer has the right to reject the insurance indemnity payment if the written notice or the submission of the documents was not made in stipulated period, except the cases when the Insured (Insured person) proves the impossibility of acting so.*
- 10.1.6. If the Insured person has received compensation (partial or full) from the third party responsible for the Insurance event, he/she should immediately inform about it to the Insurer. In this case if the insurance indemnity has been paid the amount of the compensation is returned to the Insurer, and if the insurance indemnity has not been paid yet the amount of compensation is deducted from the insurance indemnity amount.
- 10.1.7. In relations with third parties properly protect his/her own rights and interests in cases connected with the Insurance event and.
- 10.2. In case of occurrence of the Insurance event the Insurer is obliged:
- 10.2.1. after being informed about the Insurance event, the Insurer or the Assistance company organizes the medical, medical-transportation or other services defined by the Contract, and the Insurer pays to the Assistance company for the services provided for the Insured person in terms and conditions stipulated by the Conditions. The expenses of the first call to the Assistance company's call center will be compensated to the Insured person only in case of submission of the original copies of the relevant documents.
- 10.2.2. on demand of the Insured (Insured person) give the latter advice about the further actions,
- 10.2.3. after receiving a written claim application for insurance indemnity from the Insured (Insured person), inform the latter about missing and required documents for the claim settlement procedure,
- 10.2.4. pay the insurance indemnity in terms and time scopes stipulated by the Conditions.

SECTION 11: INSURANCE CLAIMS SETTLEMENT PROCEDURE

- 11.1. In order to receive insurance indemnity, the Insured (Insured person) should submit the following documents to the Insurer:
- 11.1.1. a written claim application from the Insured (Insured person) for insurance indemnity,
- 11.1.2. a document confirming the use of alcohol, narcotics and other psychotropic substances by the Insured (Insured person) (unless the Insurer or the Assistance company has released the Insured (Insured person) from this obligation),
- 11.1.3. original copy of the Contract (by request of the Insurer),
- 11.1.4. in case of the individual Insured the passport of the latter (by request of the Insurer),
- 11.1.5. in case of the legal entity Insured, its state registration certificate and its annexes (by request of the Insurer),
- 11.1.6. the passport of the Insured person,
- 11.1.7. relevant documents provided and issued by the authorized bodies concerning the Insurance event (by request of the Insurer),
- 11.1.8. the list of the medications with prices of each item prescribed by the physician (medical institution), health certificate, prescriptions, also the document verifying the visit to physician (medical institution), date of visit, provided services and the duration of the treatment,
- 11.1.9. other documents justifying the expenses,
- 11.1.10. by request of the Insurer the Armenian versions of the submitted documents, verified by notary.

- 11.2. In case of death of Insured person, if the repatriation of the body was not carried out by the Insurer or the Assistance company, in order to receive a compensation for repatriation expenses the heirs of the Insured person should submit the following documents to the Insurer:
 - 11.2.1. Insured person's death certificate or its copy verified by the notary,
 - 11.2.2. the medical certificate declaring the causes of death of Insured person,
 - 11.2.3. a document justified by the relevant authority certifying the inheritance (a copy of the document).
- 11.3. All the documents should be stamped or sealed and on a firm blank (otherwise in case of medical expenses the name, surname and phone number of the physician, as well as the address and the phone number of the medical institution where the Insured person has passed the treatment of the injury and/or disease caused by Insurance event should be submitted to the Insurer).
- 11.4. By the request of the Insurer the Insured is obliged to submit such documents and information that are directly connected with the occurred accident or are important for justifying the reasons or the amount of loss.
- 11.5. The Insured (Insured person) bears the risks of legal consequences of the authenticity, verity and trueness of the submitted documents (including copies of the documents),
- 11.6. The Insurer has the right to require additional information from the Insured person, if such is needed for the insurance indemnity payment,
- 11.7. *In case if the Insured (Insured person) does not submit the necessary documents in a period stipulated by the Conditions or does not submit a written petition to extend the 3 months period the Insurer has the right to reject the payment of insurance indemnity based on breach of obligations by the Insured within 5 working days after the expiration of abovementioned period,*
- 11.8. In case if the Insured (Insured person) submits a written application on claim settlement terms extension because of documents submission obstacles or other argumentation the Insurer can extent that period by 6 (six) months or till the end of the extended treatment of the Insured person,
- 11.9. The Insurer makes his decision on paying or rejecting the insurance indemnity within 10 days after the submission of all documents concerning the accident and stipulated by the Conditions,
- 11.10. By request of the Insured (Insured person) the Insurer gives the claim payment decision statement to the Insured (Insured person) by hand or by post within 3 days after its adoption.
- 11.11. In case of claim payment rejection the Insurer makes a well-reasoned decision, and within 5 days sends it to the permanent residence address of the Insured (Insured person) by registered letter,
- 11.12. The Insurer pays the insurance indemnity within 10 days after making the claim payment decision,
- 11.13. *The Insurer has a right to reject or reclaim the insurance indemnity, if it turns out that during Policy period the Insured has submitted false information affecting the insurance risk assessment or in cases when the Insured (Insured person) intentionally has acted in such way that led or contributed to occurrence of Insurance event,*
- 11.14. The Insured is obliged to submit immediately to the Insurer information on each letter, claim, trial, investigation and other procedures concerning the accident,
- 11.15. If at the time of accident there is another insurance contract (policy), that indemnifies the damage occurred by the same accident, the Insurer pays indemnity on a pro rata basis.

SECTION 12: CANCELLATION OF THE CONTRACT

- 12.1. The Contract is cancelled prematurely;
 - 12.1.1. if the possibility of the occurrence of the Insurance event disappears, and the existence of the insurance risk ends because of the circumstances other than Insurance event,
 - 12.1.2. by mutual agreement of the Parties,
 - 12.1.3. if all the obligations stipulated by the Contract are fulfilled by the Insurer,
 - 12.1.4. if the Insured person has deceased (an insurance indemnity is paid if the event is specified as an Insurance event),
 - 12.1.5. other cases stipulated by the RA legislation, the Conditions or the Contract.

- 12.2. In case of cancellation of the Contract by the Insured after the Contract inception date the Insurance premium paid to the Insurer is not subject of refund.
- 12.3. In case of cancellation of the Contract by the Insured before the Contract inception the 60% of the Insurance premium is subject of refund.
- 12.4. In case of cancellation of the Contract by the Insured, the Insured (Insured person) is obliged to return the original and the second copies of the Contract to the Insurer, otherwise the Insurance premium, paid to the Insurer is not subject of refund.
- 12.5. The Contract is void or null in other cases and conditions stipulated by the RA Legislation, the Conditions or the Contract.

SECTION 13: FORCE MAJEURE

- 13.1. The Parties are not liable for partial or full failure to fulfill their obligations stipulated by the Contract or the Conditions, if such failure is a result of Force Majeure such as flood, explosion, fire, earthquake, other acts of God, wars, military acts, military attack, mass disorders, rebellion, terrorism, strike, state of emergency, economic blockade, failure of communication services, government sanctions and other events.
- 13.2. If force majeure or its consequences last for more than 3 months, each of the Parties can terminate the Contract by prior notice the other Party.
- 13.3. The burden of proof of the effects of force majeure on non-fulfillment of the Conditions and the terms of the Contract lies upon the Party who has failed to fulfill his obligations.

SECTION 14: DISPUTE RESOLUTION

- 14.1. All disputes arising out of Contract shall be resolved through negotiations between the Contract parties. If no agreement is reached through negotiations, the disputes are settled by Financial system mediator of the Republic of Armenia or in court in accordance with the legislation of RA.
- 14.2. In cases of disputes the provisions that are unsettled by the Conditions are settled in a manner stipulated by the RA Legislation.