

TRAVEL INSURANCE SPECIAL CONDITIONS

This conditions of travel insurance (hereinafter referred to as Conditions) have been issued in accordance with Civil Code, Law on Insurance and General Conditions of travel insurance. The Conditions are an integral part of the Travel insurance Contract. The Insurance Contract can include other terms and conditions agreed by Parties.

1. Subjects of insurance

- 1.1. JSC "Az Insurance" is the Insurer and it concludes travel insurance contract with the citizens going abroad of Azerbaijan (hereinafter referred to as "abroad").
- 1.2. According to Insurance Contract, Insured may be any legal entity or any capable individuals.
- 1.3. Insured may conclude Insurance Contracts for benefit of third parties (Insured Persons). If the Insured concludes the Contract for his/her own benefit, rights and obligations of the Insured Person shall apply to him/her.
- 1.4. Only people temporarily traveling abroad (if not otherwise specified in the Contract) and at the age of maximum 65 can be Insured Persons.

Insured Persons under these Conditions shall be only individuals.

2. Subject-matter

- 2.1. The subject-matter of insurance shall be property interests related with the expenses of Insured Person incurred during his stay in the country abroad with the exception of CIS countries, United States of America, Australia and Canada, indicated in the Insurance Contract and caused by needs for medical help, repatriation and rendering other services including transportation.
- 2.2. This insurance policy indemnifies insured events happened in CIS countries, United States of America, Australia and Canada just only upon agreement of Insurer and after special note done about this in the insurance policy.
- 2.3. If the insurance coverage is given for CIS countries and the insured event happens in this countries
"Az Insurance" Company should be informed immediately and the instructions of the Insurer should be observed. In other case the Insurer is entitled to refuse to pay insurance indemnity.

3. Insured events

- 3.1. The Insured Event under the present Conditions shall mean the occurred event shown in the Contract, which makes Insurer liable to pay the insurance indemnity.
- 3.2. The Insured Events shall be recognized as sudden illness (irrespective of the fact that it resulted from accident or not) or death of the Insured Person which has occurred during the Insured person's stay in the country shown in the Insurance Contract within insurance period.
- 3.3. A sudden illness shall mean an unexpected disease, which has occurred during the insurance period and requires urgent medical assistance.
- 3.4. Personal accident shall mean sudden short-term external event that caused injury or any other health disorder, or death of the Insured Person.
- 3.5. No occurrence shall be recognized as an Insured Event if it results from the following:
 - 3.5.1. alcoholic, narcotic or toxic intoxication of the Insured Person;
 - 3.5.2. suicide or attempt for suicide of the Insured Person;
 - 3.5.3. Insured Person's piloting any aircraft or flight except when he/she is passenger in a

civil aviation plane operated by a professional pilot;

3.5.4. Insured Person's flight in any engineless aircraft, motor gliders, superlight aircrafts, as well as parachuting;

3.5.5. military operations, civil commotion, strikes, revolts, riots, terrorism and their consequences;

3.5.6. Insured Person's service in any military forces and formations;

3.5.7. from nuclear explosion, radiation, radioactive contamination or other kinds thereof;

3.5.8. any deliberate self-injury of the Insured Person and/or deliberate actions of Insured Person or third parties causing the Insured Event;

3.5.9. if not otherwise agreed, doing any sports related with training or participation in sports competitions;

3.5.10. if not otherwise agreed, dangerous activities of the Insured Person (those of professional drivers, builders, miners, electricians, etc.);

3.5.11. Insured Person's any unlawful acts.

4. Expenses covered by the Insurer

4.1. The maximum limit of insurance coverage is determined on the ground of insurance policy, appropriate written agreements, these conditions and legislative acts of Azerbaijan Republic and Germany.

4.2. In case of Insured Event the Insurer arranges medical help, controls the treatment and pays for the following expenses (the payment is effected in favour of the specialized medical facilities rendering following services or directly to the Insured Person after he/she submits the documents confirming relevant payment):

A. Medical Expenses including:

4.2.1. expenses for in-patient treatment (in a standard-type ward), including those for surgery, diagnostic tests as well as for medicine, dressing and bandaging materials (such as plaster, bandage) prescribed by the doctor;

4.2.2. expenses for out-patient treatment including those for the doctor's services, diagnostic tests, medicine, dressing and bandaging materials (such as plaster cast, splint) prescribed by the doctor.

B. Expenses for medical transportation including:

4.2.3. expenses for evacuation (transportation by ground ambulance or any other means of conveyance) from the place of accident to the hospital or doctor nearest to the Insured Person's location in the country of his/her temporary stay;

4.2.4. expenses for emergency medical repatriation by an adequate means of conveyance including the expenses for the accompanying person (if prescribed by the doctor) from abroad to the Insured Person's place of residence or to the hospital nearest to the Insured Person's place of residence if the required medical treatment cannot be rendered in the country of temporary stay. Emergency medical repatriation is provided only in those cases when its necessity is confirmed by the Insurer's doctor's approval based on the documents of the local treating doctor and if there are no medical contra-indications. The expenses for emergency medical repatriation are covered within limits determined in the Contract;

4.2.5. expenses for medical repatriation of the Insured Person from abroad to the place of

his permanent residence or to the hospital nearest to the Insured Person's place of residence when the expenses for hospital stay abroad may exceed the limit stipulated in the Insurance Contract. Medical repatriation is provided if there are no medical contra-indications. The expenses for medical repatriation are covered within limits stipulated in the Contract.

- From Europe - 5000 USD
- From outside of Europe - 10 000 USD

C. Transport expenses including:

4.2.6. expenses of the Insured Person for a single economy class ticket and transfer to an International Airport in the country of the Insured Person's permanent residence if the departure of the Insured Person is not happened in time (i.e. on the date indicated in the Insured Person's return ticket) due to the Insured Event which caused the need for Insured Person's in-patient treatment. The Insured Person has to undertake to do everything possible to return the unused travel documents and to reimburse their cost to the Insurer. In the case of failure to comply with these conditions the Insurer is entitled to deduct the cost of the unused travel tickets from the amount to be paid to the Insured Person;

4.2.7. expenses for single economy class tickets for the Insured Person's accompanying children from abroad to the country of their permanent residence, if they are left unattended due to the Insured Event happened with the Insured Person. In case of necessity for accompaniment of children Insurer arranges and covers the expenses;

4.2.8. expenses for a return economy class ticket (from the Insured Person's country of permanent residence and back) for one of his/her relatives if hospital stay of the Insured Person traveling alone exceeds 10 (ten) days. However, the Insurer does not cover the expenses for the relative's accommodation abroad.

D. Repatriation of remains including:

4.2.9. expenses approved by the Emergency Service Centre (The Emergency Service Centre under the Conditions shall be recognized as a specialized facility stipulated in the Insured Person's Contract) for the repatriation of the Insured Person's body to the Insured Person's place of permanent residence if his/her death was caused by the Insured Event. The expenses for the repatriation of the remains are covered within limits stipulated in the Contract.

- From Europe - 5000 USD
- From outside of Europe - 10 000 USD

However, the Insurer does not cover funeral expenses in the Insured Person's country of permanent residence.

5. Expenses not covered by the Insurer

5.1. The Insurer does not cover the following expenses:

5.1.1. for treatment of diseases known at the time of conclusion of the Contract or happened before that time irrespective of the disease was treated or not, except for the cases when the medical help was provided for the acute pain or saving the Insured Person's life;

5.1.2. for treatment of nervous and mental diseases;

- 5.1.3. for treatment of oncological diseases;
- 5.1.4. for treatment of chronic diseases except from urgent treatment which if disease constitutes threat for the Insured Person's life and which are restricted only by treatment for prevention of exacerbation of the disease;
- 5.1.5. for medical services rendered to the Insured Person, which are not related to a sudden illness or accident, for preventive measures and check-ups;
- 5.1.6. for treatment of AIDS as well as the diseases resulting therefrom;
- 5.1.7. for consultations and examinations related to pregnancy, for consultations, examinations and treatment of complications of pregnancy irrespective of the period, as well as expenses for assisting with childbirth and for the post-natal care of the child except for the cases when medical help is required by vital indications;
- 5.1.8. for abortions unless a pregnancy-interruption operation is required for saving of Insured Person's life;
- 5.1.9. for treatment of diseases which are usually sexually transmitted, as well as diseases resulting therefrom;
- 5.1.10. for plastic and corrective surgery, as well as for any kind of prosthesis including denture and glass eye;
- 5.1.11. for dental treatment except for expenses for examination, urgent treatment and medicine in the event of acute inflammation of the tooth or injuries resulting from personal accident;
- 5.1.12. for services not required medically or connected with a treatment not prescribed by the doctor;
- 5.1.13. resulting from the Insured Person's voluntary refusal to follow up the doctor's advice given;
- 5.1.14. for treatment by methods of alternative medicine;
- 5.1.15. for treatment and health care services provided to the Insured Person by his/her relatives;
- 5.1.16. for services rendered by medical facilities having no appropriate licenses or by a person who is not entitled to provide medical services;
- 5.1.17. medical rehabilitation and physiotherapy
- 5.1.18. for stay and treatment in balneal and health resorts, sanatoriums, boarding houses, rest homes and other such institutions;
- 5.1.19. Insured Person's trip organized to get medical treatment;
- 5.1.20. for disinfection, vaccination, injections, medical expertise and laboratory examinations not connected with either an accident or sudden illness;
- 5.1.21. for extra conveniences such as luxurious single ward, a TV-set, a telephone, an air-conditioner, an air-moistener, a hair dresser's, a masseur's or cosmetologist's, interpreter's services and etc.,
- 5.1.22. occurring after the Insured Person's return to the country of his/her permanent residence;
- 5.1.23. for costs exceeding the Sums Insured specified in the Contract;
- 5.1.24. expenses for in-patient and out-patient treatment, medical transportation, transport repatriation of remains not pre-approved by Insurer.

6. Sum Insured. Insurance Premium.

6.1. The Sum Insured which is stipulated in the Insurance Contract upon agreement of the Parties separately per each type of the expenses paid or reimbursed by the Insurer (medical, transport, medical transportation, expenses for repatriation of the remains) is an amount of money within limits of which the Insurer reimburses for the medical and medical transportation expenses, as well as transport expenses and expenses for repatriation of the remains.

6.2. The Insurance Premium is a fee for Insurance that the Insured shall pay to the Insurer (to his/her broker or agent) in accordance with the Insurance Contract.

6.3. The Insurance Premium is determined by the Insurer in accordance with its rates and its amount is shown in the Insurance Contract. If the Insurer decides to insure individuals practicing the activities related to the increased risks including those that specified in Paragraphs 3.5.9-3.5.10, as well as persons aged over 65, the Insurance Premium is adjusted in accordance with the increasing coefficients determined by the Insurer.

6.4. The Insurance Premium is paid by the Insured by one-off payment for the entire period of Insurance. The Insurance Premium can be paid in cash or by bank transfers.

6.5. No refund of the insurance premium shall be made either if the Insured Person has not made travel despite the fact that he had a valid entry visa for the trip or the Insured Person notifies about trip cancellation after expiry date of the Insurance specified in the Insurance Contract.

7. Validity of the Insurance Contract

7.1. The Contract is concluded for the period of the Insured Person's stay abroad up to one year, if not otherwise specified in the Contract. If number of insured days have been limited during the contract period Insurer indemnifies first travel days of Insured Person and number of these days should not exceed the number of days shown in the policy.

7.2. The Contract is not valid in the country of the Insured Person's residence and/or citizenship. A place of residence shall be recognized as the place where Insured Person permanently or mostly resides.

7.3. The Insurance comes into force at 00.00 o'clock of commencement date of insurance stipulated in the Insurance Policy (and in the identity card), but only after the Insured Person crosses the frontier of the country of his/her departure (which is confirmed by a passport control stamp in the passport) and after the Insurance Premium completely paid for the entire period of insurance, if not otherwise specified in the Contract.

7.4. If the Insured Person's return from abroad by the expiry date of the Insurance Contract is impossible due to the in-patient treatment caused by the Insured Event supported by an appropriate medical report, the Insurer bears responsibilities according with provisions specified in Article 4 of the present Conditions and related to Insured Event within 4 (four) weeks from the expiry date specified in the Insurance Policy.

8. Claims Procedure

8.1. If not otherwise agreed in the policy, Insured Person shall immediately contact the nearest medical facility or doctor when insured event occurs.

8.2. Having received the information the Insurer arranges required medical help, medical transportation and other services, specified by the Insurance Contract via Emergency Services Center, and pays for the expenses of the Insured Person in accordance with the Article 4 of the

present Conditions.

8.3. Anyway, in case of application to the doctor or hospitalization, the Insured Person shall submit the Insurance Policy or identity card (if it is issued) to the medical staff.

8.4. If the Insured Person incurred the expenses related to the Insured Event, on return he/she shall notify the Insurer in a written form about the event occurred and submit the following documents:

8.4.1. a claim form for the reimbursement of expenses related to the Insured Event;

8.4.2. the Insurance Policy or it's copy;

8.4.3. original invoice of the medical facility (on its letterhead or bearing an appropriate stamp) specifying the patient's request for medical help, duration of treatment, list of services detailed by date and cost and the total amount to be paid;

8.4.4. original prescriptions issued by the doctor related to the illness bearing the drugstore's stamp and specifying the cost of each medicine purchased;

8.4.5. original assignment issued by the doctor for laboratory tests and the detailed laboratory invoice specifying by dates, name and costs of the all services rendered;

8.4.6. documents confirming payment for treatment, medicine and other services (stamp of payment, cash voucher or bank transfer confirmation).

8.5. In order to reimburse the expenses for outpatient treatment the Insurer accepts only the paid invoices. If the unpaid invoices are submitted the Insured Person shall provide the written explanations.

8.6. The claim form and documents specified in Paragraph 8.4 shall be submitted to the Insurer within 30 (thirty) calendar days after the date of the Insured Person's return from the trip during which the Insured Event occurred (translations of original documents if they were issued in other than Azeri, English, French, German, Spanish shall be attached).

8.7. Payment of insurance indemnity to reimburse expenses, which Insured Person incurred, to be effected by the Insurer within 15 (fifteen) working days after all the documents specified by Paragraph 9.4 have been received. The Insurer is entitled to revise the submitted documents, to inquire the facilities possessing the information about the circumstances of the Insured Event and to carry out the medical examination of the Insured Person by the Insurer's doctor. If any additional information about Insured Event is required the indemnity shall be paid within 15 (fifteen) days after the Insurer receives all the requested documents.

9. Refusals of Insurance Indemnity

9.1. The Insurer is entitled to refuse totally or partially to pay insurance indemnity under the Insurance Contract if the following events happened during the period of insurance:

9.1.1. Violation of Paragraphs 8.1., 8.3., 8.6. of present Conditions;

9.1.2. Deliberately submitting to the Insurer the documents with false information about Insured Person's health or about the medical and other related to them services rendered to the Insured person;

9.1.3. Deliberate or carelessness increase of the loss amount to be reimbursed by the Insurer to the Insured Event, or failure to undertake reasonable possible measures to reduce them.

9.2. Refusal of insurance indemnity shall be submitted to the Insured or Insured Person in written form with explanation of refusal reasons.

10. Termination of the Insurance Contract

10.1. Insurance Contract shall be terminated in following cases:

10.1.1. on contract expiration (at 24.00 o'clock of the insurance expiry date specified in the Insurance policy (or identity card);

10.1.2. Insured Person's return (a passport control stamp upon crossing the frontier) but not later than 24.00 o'clock of the insurance expiry date stipulated in the Insurance Policy (or in the identity card);

10.1.3. complete fulfillment of the contractual liabilities by the Insurer;

10.1.4. in other cases foreseen by the legislation of Azerbaijan Republic.

10.2. The Insurance Contract can be cancelled any time by a written notice of either party (also due to failure to fulfill the Insurance Contract's obligations by the other party) in accordance with in-force legislation of Azerbaijan Republic. The Insurance Premium refund is affected as following:

10.2.1. if the Contract is cancelled before the expiry date by the Insurer's request the latter refunds the Insured the paid Insurance Premium for the non-expired period of the Contract less the Insurer's costs. If the Insurer's request is caused by violation of the Insurance Contract by the Insured (or Insured Person), the Insurance Premium shall not be refunded.

10.2.2. If the Contract is cancelled before the expiry date by the Insured's request the Insurer refunds the paid insurance premium for the non-expired period of the Contract less the Insurer's transaction costs. If the Insured's request is caused due to the Insurer's violation of the Insurance Contract the latter refunds the Insurance Premium to the Insured in total amount.

10.3. If the Insurance Contract is cancelled before the expiry date the Insurance Premium refund is effected within 5 (five) banking days after the written notice of termination received by the Insurer.

11. Dispute Resolutions

11.1. The disputes arising from Insurance Contract shall be settled by mutual negotiations. At the failure of negotiations the dispute shall be submitted to court in accordance with the in-force legislation of Azerbaijan Republic