Accidents

Insurance Terms

These Terms, together with the Application, constitute an insurance contract. The following terms as defined in these Terms and Conditions are used in these Terms and/or the applicable insurance policy and have the following meanings:

№	Name	Accident Insurance Terms
1	**Parties to the Agreement**	**Insurer:** JSC "Unison Insurance Company" (I/N 404393152) **Insurer:** A legal entity (which has entered into this insurance contract with the insurer and who is obliged to pay the insurance premium)
2	**Subject of the Agreement**	The subject of this Agreement is the insurer's obligation to compensate for the damage caused by the insurance accident in exchange for the payment of the insurance premium by the insurer, in accordance with the rules and amount determined by these Terms and the Insurance Policy.
3	**Definition of Terms**	**3.1.** **"Insured"** means a natural person; an employee of the insured in respect of whom insurance is carried out. **3.1.1.** **"Employee"/employee** - a person who is in labor relations with the Insured; which is defined in the insurance policy and/or the relevant annex. **3.1.2.** **Beneficiary - a** natural person defined by an insurance policy who, in accordance with the requirements of these Terms and the current legislation of Georgia, is entitled to receive insurance compensation; **3.1.3.** **"Insured event"** - a case defined in this Agreement, in the event of which the Insurer is obliged to pay insurance compensation; **3.1.4.** **"accident"** - a sudden, unforeseen, unexpected event caused by the influence of external forces visible independently of the will of the insured and the result of which is the death of the insured, temporary or permanent limitation of his/her ability to work; **3.1.5.** **"Death (lethal outcome)"** – irreversible cessation of the functioning of the human brain; **3.1.6.** **"General (full) insurance period"** - the interval of time during which the insurance provided for by this Agreement is valid; **3.1.7.** **"Individual insurance period"** - the interval of time during which insurance coverage is valid for a specific insured; **3.1.8.** **"Limit"** - the maximum amount of the insurer's liability **3.1.9.** **"Sublimit"** - a part of the limit that determines the maximum amount of remuneration for a specific service; In addition, in case of temporary inability of the insured to work, **the limit** is determined by the amount of the insured's salary for one month, within the sublimit determined by the policy on the insured, by calculating the days absent above the paid days provided for by the Labor Code of Georgia. **3.1.10.** **"Insurance coverage area" - the** geographical area of the insurance coverage. This insurance is valid only on the territory of Georgia, except for the occupied territories. **3.1.11.** **"Reporting Month"** - the month calculated monthly during the validity of the Agreement according to the date of signing this Agreement. **3.1.12.** **"Reporting Day" -** the last calendar day of the reporting month.
4	**Subject of Insurance**	**From accidents to accidents to life and health Insurance**
5	**Insurance Coverage**	5.1. Within the scope of these Terms, the insured event caused by an accident that occurred during the validity period of the policy is subject to compensation, the terms of this insurance cover the

		compulsory accident insurance defined by the legislation in force in the country (Law of Georgia "On Occupational Safety" and No 01-11/6 of the Minister of Internally Displaced Persons from the Occupied Territories, Labour, Health and Social Affairs of Georgia dated September 12, 2018 Order) request. 5.2. These Terms cover an accident that occurred in the work process or related to the work process, resulting in injury to the employee's health, limitation or loss of working capacity, death. An accident in the workplace is classified according to its consequences and the number of people injured at one time, as follows: a) minor accident – minor injury due to an accident without loss of working capacity or loss of working capacity for not more than three days; b) accident of medium severity – injury due to an accident with loss of working capacity from 3 to 40 days; c) serious accident – the development of permanent incapacity for work due to an accident or serious injury to health and/or the development of temporary incapacity for work for more than 40 calendar days; d) fatal accident – caused by an accident at the workplace of a person (employee or other person); e) mass accident – injury of 3 or more persons due to an accident, including 1 serious accident or 1 fatal accident. 5.3. In case of death as a result of an accident or injury to health, hospitalization, the number of days spent in the hospital multiplied by the amount of the daily working wage is compensated as compensation, but not more than 30 days, within the sublimit established by the policy. 5.4. In case of permanent loss/restriction of working capacity, the following shall be subject to compensation: 5.4.1. **In case of severe disability** – within the sublimit established by the policy, 100% of the limit. 5.4.2. **In case of significant disability** – within the sublimit established by the policy, 75% of the limit. 5.4.3. **In case of moderate disability** – 50% of the limit within the sublimit established by the policy.
6	**Signing an insurance contract**	6.1. An insurance contract can be concluded between the insurer and the insurer materially or remotely using one or more remote means of communication organized by the insurer; 6.2. The parties agree that the contract can be signed electronically, by confirming at the appropriate link, as well as through the platform Signify (https://signifyapp.com/ka-GE/ . Agreements concluded in this manner have the same legal force as the signature in case of manual execution on a paper carrier;
7	**Necessary prerequisites for the payment of insurance compensation**	In order to pay insurance indemnity , it is necessary to observe the following rules and terms for submitting information / documentation about the accident: 7.1. Immediately leave a message on the insurer's hotline - 032 2 991 991 as soon as the accident occurs. 7.2. The insured/insured or any person related to them is obliged to contact the insurer's call center within no more than 48 hours to notify about the insured event.

		7.3. In case of a pronounced limitation of the legal capacity of the insured, the insurer shall issue insurance indemnity to the insured; In the case of submission of a document evidencing the limitation of legal capacity, a document certifying the identity of a representative/guardian, or a document evidencing the granting of the right to representation/guardianship to his/her authorised representative or his/her official guardian.
8	Exceptions	**Insurance indemnity is not issued in the following cases:** 8.1. death or injury to health as a result of an accident, if caused by an industrial injury, in which safety norms were not observed; 8.2. If an accident occurs, go outside the production facility. 8.3. If an accident occurs, not during the performance of production (non-official) duties; 8.4. If the case occurred outside the working hours preceded by the employment agreement; 8.5. If the accident occurred during the performance of work not provided for by the employment agreement; 8.6. If the accident is caused by the insured's failure to fulfil its obligations under Article 11 of the Law of Georgia on Occupational Safety; 8.7. Military actions carried out by a foreign aggressor, regardless of the declaration of war or non-declaration of war, civil war, insurrection, riots, revolutions, public unrest, use of military or usurpatorial power, terrorist acts; 8.8. Death in any form of participation in armed formations, hostilities, or any kind of illegal act by the insured, or in the process of such action, death; 8.9. Suicide or attempted suicide committed by the insured, intentional self-harm; 8.10. An insured event under the influence of narcotic / psychotriple/alcoholic/toxic substances; 8.11. Murder, attempted murder or bodily injury of the insured, in which the insured and/or the user is directly or indirectly at fault; 8.12. Voluntary and unjustifiable assumption of unnecessary risk (risk) by the insured, except when such action is carried out in order to save human life. 8.13. Mental illness of the insured (temporary or permanent) 8.14. The information and/or documentation provided to the insurer does not correspond to the truth/incorrect/inaccurate/falsely misleading; 8.15. The event does not occur during the period specified by the insurance policy; 8.16. There will be no insurance premium established by the policy; 8.17. The limit determined by the insurance policy has been exhausted; 8.1.8. Cases of violation of obligations by the insured/insured/beneficiary provided for by these Terms and/or legislation.
9	Procedure for Issuing Insurance Indemnity	9.1. In the event of an accident, the following must be presented: 9.1.1. Not later than 1 (one) month after the occurrence of the case, a written application. 9.1.2. Identity document of the insured; 9.1.3. Insurance policy; 9.1.4. A certificate of the incident (the fact of death) issued by the relevant law enforcement agencies; an expert report on the cause of death; If a criminal case has been initiated in connection with the incident – the documentation (case materials) available for the investigation of the incident (in the case of life insurance and repatriation); 9.1.5. A certificate of accident issued by law enforcement agencies; 9.1.6. Protocol (copy) of the investigation of an accident in the workplace by the supervisory body;

		9.1.7. An opinion of the competent body on permanent loss of working capacity or disability determined by the relevant legislation (issued by the Ministry of Health). 9.1.8. Medical report and other similar documents regarding the nature and severity of the injury caused to the health of the insured; 9.1.9. A certificate of evidence that excludes the possible presence of the insured under the influence of alcoholic, narcotic, toxic and or psychotropic substances, at the moment of the occurrence of the accident, by submitting a certificate of relevant inspections. 9.1.10. An agreement signed between an employer and an employee, internal regulations (rights and duties with a definition of duties). 9.1.11. 1 year's salary extract (or relevant document). 9.1.12. Hospital Sheet (Bulletin). 9.1.13. Document certifying the fulfillment of the obligations defined by Article 11 of the Law of Georgia on Occupational Safety (issued/confirmed by the Labor Inspectorate) 9.2. **The documents to be submitted in the event of the death of the insured are:** 9.2.1. The death certificate of the insured issued in compliance with the requirements established by the legislation of Georgia shall be indicated in the certificate: date, place, age and other information of the death. 9.2.2. A protocol (copy) of the investigation of an accident in the workplace by a supervisory body or other relevant body; 9.2.3. An expert report on the unmistakable (specific) cause of death; 9.2.4. Certificate issued by law enforcement agencies 9.2.5. If a criminal case is initiated in connection with the incident - case materials. 9.2.6. Inheritance certificate of the beneficiary - heir (indicating the share in the inheritance of the heirs) and identity document 9.2.7. In any case, depending on the specifics of a specific case, the insurer is entitled to request additional documentation related to the case, appoint an examination and perform other actions within the additional period determined by it.
10	**Rights, Duties and Responsibilities of the Parties**	**10.1. The Insurer is obliged to:** 10.1.1. Carry out insurance in accordance with the conditions determined by this Agreement and the Annexes to this Agreement: 10.1.2. To fulfill the obligations assumed under this Agreement without delay and in due course. 10.2. In the event of an insured event, the insured/insured shall fulfil the obligation assumed by the insurance in a timely and proper manner after submitting all the necessary documents for the determination of the insured event and the determination of the amount of insurance indemnity. **10.3. The insurer is entitled to:** 10.2.1. Require the insured/insured to properly and impartially fulfill the obligations assumed under this Agreement and the relevant annexes; 10.2.2. Request the insurer to provide the insured with the identification data of those insured under these conditions in full; 10.2.3. Askthe policyholder to pay the premium in accordance with the procedure and time limits established by this Agreement; 10.2.4. Ask the Insurer to provide all the information necessary for concluding an insurance contract in the form prescribed by the Insurer;

		10.2.5. To request from the insured/insured the documentation necessary for the conclusion of the insurance contract and the receipt of further services, 10.2.6. refuse to pay insurance compensation in case of non-fulfillment or improper fulfillment of obligations undertaken by the policyholder (insured) under this Agreement and the relevant annexes; 10.2.7. refuse to pay insurance compensation by the insured (insured) in case of incomplete submission of the documentation related to the accident within the time limits and or incomplete 10.2.8. To request information related to the settlement of the accident / additional documentation from the insurer 10.2.9. To obtain the necessary documentation for the regulation of the insured event and the identification of the insured from other organizations. 10.2.10. To conduct an examination of the insured person at his/her own discretion through the NLI and to get acquainted with his/her medical history. To check the volume of medical services provided to the insured in a medical institution, the expenses incurred and/or to request and verify the prescription issued to the insured; 10.2.11. In case of falsification or attempted falsification of the information/documentation specified in this Agreement by the Insurer, the Insurer shall charge the Insurer to pay GEL 5,000 (five thousand) for each such case, and in each subsequent case of such detection - to pay GEL 10,000 (ten thousand). In addition, in case of detection of such cases, the Insurer shall be entitled to unilaterally terminate the validity of this Agreement; 10.2.12. Not to pay insurance compensation in case of the occurrence of an insured event and/or the falsification of documents necessary for receiving compensation, as well as the fact of submitting false information, and in case of payment of compensation, request a refund of the compensated loss. 10.2.13. If it is established that the insurer has insured a foreign person (i.e. persons who are not in labor relations with him/her) in any way, which is confirmed by the order of appointment of the person, the relevant document confirming the transfer of service salary to him/her - a bank statement, etc.) under the terms of this agreement, the insurer is entitled to demand a penalty sanction Payment of 5,000 (five thousand) GEL for each such case. In addition, the insured event related to such persons is not subject to reimbursement by the insurer, and if the indemnity has already been paid, the insured/insured is obliged to unconditionally return it to the insurer; in addition, each such insurance is subject to cancellation by the insurer. 10.2.14. After reimbursing the costs of medical services for the insured, demand compensation for the relevant expenses from the persons who are responsible for the damage caused to the health of the insured. 10.2.15. unilaterally change the terms of this agreement, and if the insurer does not agree to the proposed proposal in writing within 2 (two) working days after receiving the notification from the insurer about the changes of such changes, the insurer is entitled to terminate the contract within 1 (one) month; 10.2.16. If a case is declared on the policy, the amount of the estimated reimbursement may exceed 20 000 (twenty thousand GEL) at any time, it is entitled to unilaterally change the terms of this agreement, and if the insurer does not agree to the proposed proposal in writing within 2 (two) working days after receiving the notification from the insurer about the consequences of such changes, the insurer is entitled to terminate the contract within 1 (one) month and impose a penalty In the form of a request to pay a full insurance premium; 10.2.17. increase the insurance premium and/or leave it unchanged, however, the agreement applies to the changed circumstances that have arisen in the event of a change in any of the components carried out on the basis for determining the premium during the insurance period. In addition, such authority of the insurer arises only after the above-mentioned

change worsens the grounds for determining the pricing (original insurance premium). If the insurer fails to comply with the requirements of the insurer's If the insurer does not agree to the proposed proposal within 2 (two) working days after receiving the notification, the insurer is entitled to terminate the contract without any additional period.

10.2.18. During the period of validity of the contract, in case of cancellation/change of any state/referral program(s) of healthcare by the state, to change the conditions defined in the contract. The insurer shall be notified of this in writing one month before the entry into force of the changes.

10.2.19. shall not compensate for damage if the insured or the insured prevents the fulfilment of the claim for compensation from a third party by his/her actions.

10.2.20. Request from the policyholder/insured the documentation necessary for the conclusion of the insurance contract and the receipt of further services;

10.2.21. In case of double insurance, share the costs of the insured event with another insurer;

10.2.22. In case of detection of dishonest action on the part of the insured/insured and not compensate for the accident or demand a refund;

10.3. The insured/insured is obliged to:

10.3.1. Ensure the payment of the bonus in accordance with the procedure and terms established by this Agreement;

10.3.2. Ensure that the Insurer provides the Insurer with the necessary and reliable information for concluding the contract in the form established by the Insurer;

10.3.3. The addition of a new insured, if it is necessary to remove it, is obliged to apply to the insurer in writing and provide all the necessary data provided for by the insurance agreement about the person to be added/relevant and notify the insurer about the occurrence of the event, in the manner and within the terms established by this agreement.

At the same time, the parties take into account that the delayed notification by the insurer will have a critical impact on the interests of the insurer due to the following circumstances:

- Evidence becomes impossible to obtain;
- The insurer is not allowed to assess the health condition of the insured on the spot;
- The right of subrogation granted to the insurer by law/contract is restricted;
- The insurer will be given the opportunity to take timely measures to reduce the amount of losses;
- The timely identification of the exceptions established by the contract is hindered;

10.3.2. To familiarize the insured persons with the insurance conditions defined in this Agreement and the obligations that they have assumed in accordance with the requirements of this Agreement;

10.3.3. Notify the Insurer about changes in the list of insured persons in full compliance with the requirements of this Agreement;

10.3.4. To perform the duties assumed under this Agreement without delay and duty.

10.3.5. To explain to the insured that: 1) for the purpose of providing services, the insurer will process their personal data, including special categories of data. 2) The insurer shall send messages containing special data related to the services provided for by the insurance agreement, including direct marketing, and the services provided by them in various medical institutions to the contact phone numbers and e-mail addresses of the insured persons submitted to the insurer.

10.3.6. To comply with the obligations and conditions established by this Agreement and the Annexes.

		10.3.7. If the insured has insured the same interest with several insurers at the same time, the insured shall immediately notify each insurer thereof, as well as indicate the identity of all insurers and the amount of the insured amount. 10.3.8. Upon request, transfer the right to the insurer and promote, after compensation of losses, to check the quality of medical services provided, and in case a deficiency in medical services is detected, which led to an increase in losses, to apply to a medical institution and request a refund of the overpaid amount. 10.3.9. If the insurer discovers that the services received by the insured exceed the insurance limit of a specific coverage, the insured is obliged to return to the insurer the benefits received above the insurance limit within 5 (five) working days from the discovery and application of the insurer. 10.3.10. Require the Insurer to provide the Insurer with all the necessary information necessary for concluding the insurance contract, including the consent provided for in the Annex to this Agreement (consent to the processing of personal data) in the form established by the Insurer. 10.4. **The insured/insured is entitled to:** 10.4.1 Require the Insurer to carry out insurance in accordance with the terms and conditions defined in this Agreement; 10.4.2 Request the addition of new persons to the list of insured persons during the validity period of this Agreement (means a new employee hired by the Insured after the signing of this Agreement) 10.4.3 In the event of an insured event, request the payment of insurance compensation from the insurer in accordance with the conditions determined by this Agreement; 10.4.4 Require the Insurer to properly fulfill its obligations;
11	**Subrogation Rule**	11.1. If the insured/insured can make a claim for compensation for damage to a third party, then this claim shall be transferred to the insurer if he/she reimburses the insurer for the damage. If the insurer waives its claim against a third party or the right to secure its claim, then the insurer shall be exempt from the obligation to compensate for losses in the amount that it could have received to reimburse its expenses in connection with the exercise of the right or the making of a claim, and if such compensation has been issued, the insurer shall have the right to demand a refund
12	**Validity of the Agreement and Conditions of Termination (Termination)**	12.1. The term of insurance starts from the 24 hours of the day specified in the insurance policy and ends at 24 hours of the day specified in the policy. The policy enters into force on the 24th hour of the day of payment of the first and one-time insurance premiums, unless another term is established by the insurance policy. 12.2. The contract may be terminated early at the initiative of both the policyholder and the insurer. 12.3. On the initiative of the policyholder, in case of early termination of the insurance period, he/she is obliged to inform the insurer in writing in all cases, the desire expressed orally or by telephone notification is not the basis for the cancellation of the insurance; 12.4. At the initiative of the insurer, insurance may be terminated due to the violation of the obligation to pay the premium. 12.5. At the initiative of the insurer, in compliance with the one-month period, if a case is announced on the policy, the amount of the estimated reimbursement may exceed 20 000 (twenty thousand GEL), the insurer is entitled to unilaterally change the terms of this agreement at any time, and if the insurer does not agree to the proposed proposal in writing within 2 (two) working days after receiving the notification from the insurer about the consequences of such changes, the insurer is entitled to change the proposed proposal within 1 (one) month terminate the contract;

		12.6. The insurer is entitled to unilaterally terminate the insurance immediately if: The insurer/insured/user will provide incorrect information to the insurer in any way, falsify it and mislead/attempt to mislead the insurer; 12.7. Early cancellation of an insurance policy shall be carried out only in the case of termination of labor relations with an employee and/or in the case of the death of any insured person. The insurance will be cancelled on the working day following the receipt of the relevant notification by the insurer.
13	Sanctions arising from the termination of the contract	13.1. Kharei agree that in case of the first breach of any financial obligation provided for by this Agreement and payable by the Insurer (including the obligation to pay the insurance contribution (premium)), the Insurer is entitled to claim, and the Insurer is obliged to pay a penalty in the amount of 0.1% of the debt for each overdue day until the obligation is fully fulfilled. Payment of the penalty does not release the Insured from the main monetary obligation from the performance. 13.2. The parties agree that in case of early termination of this agreement by the insurer, the insurer is entitled to additionally accrue the premium payable to the insurer in full.
14	Insurance premium and payment terms	14.1. The insurance premium can be paid by non-cash payment, in full, or by payment in installments by agreement of the parties. In the case of payment of the insurance premium in installments, the first payment of the insurance premium is made immediately after the conclusion of the preliminary contract, and the subsequent payments are made in accordance with the procedure determined by the policy. 14.2. The change in the amount of the annual premium shall be made by the insurer in the report number in accordance with the amendments made by the insured in accordance with the procedure provided for by this Agreement. And if the policyholder requests the entry into force of the insurance immediately after the amendment is made, then the incomplete month will be considered in full at the time of payment (payment of the premium). 14.3. In case of the first violation of the procedure for payment of the premium established by this Agreement by the Insurer (the premium and/or part thereof was not paid on time or for installment payment in the established amount), the Insurer shall be exempt from fulfilling the obligations assumed under the Agreement. The Insurer shall be entitled to suspend the validity of the Agreement and not to reimburse the insured cases after 14 calendar days from the date of violation of the schedule, if the Insurer shall not pay the Policyholder's financial until the obligation is fully fulfilled. The insurance contract will be renewed only after the insurer pays the premium. After the debt is recovered, the insurer will no longer consider the cases that occurred during the debt period as an insured event and the services incurred during this period will not be subject to reimbursement by the insurer. In addition, the parties agree that if the "Insured"/"Insured" does not cover the premium payable according to the schedule within 30 (thirty) days, then, after the expiration of this period, the Insurer is entitled to terminate this Agreement and demand the payment of the full insurance premium.
15	Dispute Resolution Rules	15.1. Any dispute arising out of the Agreement (including regarding the existence, interpretation, performance and enforcement of the Agreement) shall be resolved through negotiations. In case of failure to resolve the dispute, the parties shall apply to the court.

16	**Communication between the parties**	16.1. The insurer shall notify the insurer (insured/beneficiary) by means of a short text message, by e-mail, or photo message, and/or by the requisites specified by the policyholder in the application/insurance policy, the location. However, the insurer is not responsible if the specified requisite is incorrect or has been changed and it is not notified that the notification was not sent incorrectly or unintendedly. The notification will be considered delivered from the moment it is sent; 16.2. In the event that the notification was sent by the insurer to the insurer to an e-mail address other than the one specified in the insurance application/policy, the notification is considered to have been delivered on the day of its receipt by the insured/insured if the receipt of the notification is confirmed by the insured/insured; 16.3. The insurance policy certified and issued by the insurer with an electronic signature or electronic seal is equal to the original, as well as the consent made by the insurer with the insurer by electronic communication is equivalent to the insurer's signature on the insurance terms. The insurance policy and the relevant agreement can be concluded in material written form, as well as in any corporate e-mail completed with the insurer's unison.ge - the confirmation is equivalent to a signature.
17	**Processing of personal data**	17.1. The Insurer is authorised to ensure the processing of personal data (including special categories of personal data) received within the scope of insurance in accordance with the requirements of the Law of Georgia on Personal Data Protection. 17.2. The Policyholder agrees that the Insurer is authorised to process the personal data of the Insured/Insured in accordance with the legislation of Georgia, including special categories of data, within the framework of and to the extent of this Agreement, for the purposes of the Agreement and, if necessary, to transfer it to third parties. The Insurer is also entitled to process the personal data of the Insured/Insured for marketing purposes, including for direct marketing purposes. 17.3. The insurer shall be authorised, without the additional consent of the insured, to apply to the competent state bodies and receive information about the case related to the accidents in the amount and volume necessary for the purposes of insurance. 17.4. The data subject has the right to request the insurer at any time to terminate the use of data about him/her for direct marketing purposes, in the same form in which the said communication is carried out - by written or telecommunication means.
18	**Final Provisions**	18.1. A claim can be made by sending a message to the insurer's e-mail: complaint@unison.ge or by leaving a message on the insurer's hotline 0 32 2 991 991; 18.2. Any amendment or addition to these Terms is provided for (specified) in the insurance policy or in the relevant agreement concluded between the parties. The agreement of the parties is not required to make changes/additions to these Terms and Conditions, if it arises from the current legislation of Georgia;