APEX INSURANCE COMPANY

«УТВЕРЖДАЮ»
И.о. Генерального директора
ООО «APEXINSURANCE»
____________________Саидов Т.М.
____________________ года

ПРАВИЛА СТРАХОВАНИЯ ТУРИСТОВ ООО «APEX INSURANCE» (на английском языке):

TOURIST INSURANCE REGULATIONS OF APEX INSURANCE LLC

SECTION 1. GENERAL PROVISIONS

1.2. These Tourist Insurance Regulations (hereinafter referred to as the Regulations) are developed in Russian and English. The Regulations are issued together with the Insurance Policy Agreement, are an integral part of the Policy Agreement, and have legal force in accordance with the current legislation of the Republic of Uzbekistan. The Policy Agreement (hereinafter referred to as the Policy) consists of three copies, one copy is transferred to the Insurant together with the Regulations, the second copy is transferred to the Embassies or Consular institutions (if required to be submitted), and the third copy remains with the representative of APEX INSURANCE LLC (hereinafter referred to as Insurer), acting under the License No. SF 00241 dated April 20, 2019 of the Ministry of Finance of the Republic of Uzbekistan.

1.3. The Regulations are developed in accordance with the current legislation of the Republic of Uzbekistan, on the basis of the Regulations for Classes: 1 "Accident Insurance" and 2 "Health Insurance" of the Sector of general insurance, deposited by the State Inspectorate for Insurance Supervision under the Ministry of Finance of the Republic of Uzbekistan. The Regulations determine the conditions for insurance of Tourists (hereinafter referred to as the Insured), which are indicated in the Policy and are individuals who leave the Republic of Uzbekistan.

1.4. In accordance with the terms, definitions, exceptions, and annexes provided for in these Regulations which are an integral part of them, the Insurer provides insurance coverage to the Insured in upon occurrence of an insured event stipulated by the Regulations, in the form of arrangement and/or payment of insurance claim settlement/insurance coverage for medical, medical and transport and other expenses of the Insured as a result of an accident and/or sudden illness, as well as payment of insurance coverage for death of the Insured due to an accident that occurred during the Period of Insurance and the territory where the Policy is valid.

SECTION 2. DEFINITIONS

Key terms used in the Regulations:

2.1. **Insurance Policy Agreement** is a written agreement defining the terms of insurance of the Insured drawn up on the basis of these Regulations and is a written agreement between the Insurer and the Insured persons in accordance with the terms of which the Insured is obliged to pay the insurance premium in full by the deadline and the Insurer undertakes upon occurrence of an insured event, to make an insurance claim settlement/insurance coverage within the limits of the Amount of insurance coverage.

2.2. **Amount of insurance coverage** is the amount of money specified in present Regulations and the Policy, which is the maximum amount of the Insurer's obligations to make insurance claim settlement/insurance coverage in respect of each Insured. The Regulations establish Amounts of insurance coverage for each service included in the Insurance Program.

2.3. **Insurance premium** is the payment for insurance which the Insured shall pay to the Insurer in the manner and within the time limits established by these Regulations.

2.4. **Covered risk** is the probable event for which the insurance is executed. Under the terms of these Regulations, covered risks are the following:
- occurrence of expenses on medical, medical and transportation, and other services related to sudden illness or accident of the Insured;
- death of the Insured in result of accident.

2.5. **Loss** is an event that has signs of the insured event.

2.6. **Insured Event is** an event that occurred due to the occurrence of covered risk that occurred to the Insured during the insurance period and in the territory covered by the Policy, as a result of which the Insurer is obliged to make insurance claim settlement/insurance coverage in accordance with these Regulations.

2.7. **Insurance claim settlement** are moneys paid by the Insurer to institutions for services rendered to the Insured in connection with the occurrence of the insured event, within the limits of the Amount of insurance coverage and in the manner prescribed by these Regulations.

2.8. **Insurance coverage** are moneys paid by the Insurer to the Insurant/Insured/Beneficiary in connection with the occurrence of the insured event, within the limits of the Amount of insurance coverage and in the manner prescribed by these Regulations.

2.9. **Limit** is an amount of money that represents the maximum amount of the Insurance claim settlement and/or Insurance Coverage for the Services and Compensation under the Insurance Programs provided for by these Regulations.

2.10. **Period of Policy validity** is a period of time stipulated in the Policy during which insurance is valid.

2.11. **Period of insurance** is the number of days specified in the Policy during which the Insurer's obligations to make insurance payments / insurance coverage are in accordance with the terms of these regulations.

2.12. **Tourist trip** is a trip (including arrival, staying and departure) of the Insured outside the Republic of Uzbekistan calculated as the number of days. (hereinafter might be referred to as Tour/Tourism)

2.13. **Services** are medical, transportation and other services stipulated in the Insurance Program to be provided to Insured in the case of occurrence of the insured event.

2.14**. Institution** is a medical or other institution (pharmacy, diagnostic center, etc.) in which services are provided to the Insured.

2.15. **The Assistance Service** is a specialized organization acting on the basis of an agreement with the Insurer, which carries out round-the-clock acceptance of claims for insured events, assists the Insured in receiving and paying for the necessary services for the insured events that have occurred.

The Assistance Service has the right to control the quality and scope of services provided to the Insured, as well as, on behalf and in the name of the Insurer, to compensate the Insurant/Insured abroad for his expenses in case of an insured event.

2.16. **Sudden illness** is a disease that occurred unexpectedly during the Insurance period and in the territory where the policy is valid, which is not a consequence of a chronic disease and/or illness that existed before the start of the tourist trip, regardless of whether it was treated or not, requiring urgent care and not indicated as an exception to these Regulations.

2.17. **Emergency care** is medical care in the case of not providing of which the life of the Insured is endangered.
2.18. **Emergency dental care** is dental medical care which is limited to pain relievers and primary procedures (X-rays, medications, temporary filling or tooth extraction), during acute tooth inflammation and acute inflammation of tooth surrounding tissues, as well as trauma to the tooth as a result of an accident.
2.19. **Chronic disease** is a long-lasting disease with damage to organs and systems of the human body, characterized by periods of exacerbation and remission.
2.20. **Exacerbation of a chronic illness** is a manifestation of the characteristic symptoms of a chronic disease, including those requiring emergency care.
2.21. **Accident** is a sudden, short-term event, which does not depend on the will of the Insured, externally affects the human body and entails traumatic damage, physical damage from a burn, explosion, lightning stroke, electric shock; poisoning with food or chemical substances (industrial or household) and/or burns caused by inhalation or contact with poisonous and/or burning substances, vapors or gases; frostbite, drowning, attack by intruders or animals, bites of insects and reptiles, accidental intrusion of foreign bodies into the respiratory tract, accidental poisoning by poisonous plants and/or death.
2.22. **Medical evacuation** is a complex of measures necessary to move the Insured by any accessible and adequate vehicle from one place to another, accompanied by medical personnel if necessary. Medical evacuation is carried out only in the absence of medical contraindications and with the permission of the doctor.
2.23. **Search and rescue activities** is a type of rescue operations that are carried out to determine the location of the Insured (person, group of people), his/her rescue, first aid or other aid and their delivery to a safe place.
2.24. **Repatriation** is a complex of measures necessary to move the remains of the Insured by any accessible and adequate vehicle to the airport of the country of permanent residence. At the request of relatives, repatriation can be carried out to the country of residence, which is not the Republic of Uzbekistan, provided that the Insurer makes an insurance claim settlement in an amount not exceeding the amount that would have to be paid for repatriation to the Republic of Uzbekistan. The repatriation terms and conditions are determined by the Insurer in accordance with the Regulations.
2.25. **Prescription** is a written prescription of a doctor for administration of medication and/or using medicines.
2.26. **Physical work** is the types of work that involve the human locomotor system with the main load on skeletal muscles.

SECTION 3. SUBJECT AND OBJECT OF INSURANCE

3.1. The subjects of insurance relations under these regulations are the Insurer, the Insurant, the Insured and/or the Beneficiary.
3.2. The Insurant under these Regulations may be a legal entity or a capable individual who is a resident or non-resident of the Republic of Uzbekistan who while entering into contractual relations with the Insurer pays the insurance premium in the manner and under the conditions specified in these regulations.
3.3. The Insured is the individual in whose favor the Policy is issued. If the Insured is a minor, the insurance coverage due may be paid to one of his parents/legal guardians.
3.4. The Beneficiary is a person who in the event of the death of the Insured, in accordance with the current legislation of the Republic of Uzbekistan, is entitled to receive insurance coverage.
3.5. The object of insurance under the Regulations is the property interests related to the damage to his/her life and health of the Insured, which do not contradict the current legislation of the Republic of Uzbekistan.

SECTION 4. PERIOD OF INSURANCE

4.1. The insurance period is set according to the period of stay of the Insured abroad, but not more than one year.
4.2. The Period of insurance starts at 00:00:00 of the day indicated in the Policy as the date of commencement of the period of the Policy, but not earlier than the Insured person’s crossing the border of the territory of the Policy (mark of border services in the passport upon entering the host country).
4.3. The Period of insurance ends with the crossing of the territory of the Policy by the Insured (the mark of the border services in the passport upon leaving the host country), but not later than 23:59:59 of the day specified in Policy as the expiration date of the Period of Policy validity.
4.4. If the return of the Insured from abroad on the day of the end of the period of insurance is not possible due to his hospitalization caused by the insured event, as evidenced by the relevant medical report, the Insurer continues to fulfill its obligations under these Regulations within the Amount of insurance coverage.
4.5. When Policy is made for the Schengen countries for up to 92 (ninety-two) days, an additional 15 (fifteen) days are added to the number of days of the tourist trip, which are indicated in the Period of the policy validity.
4.6. If the Policy provides for multiple Tourist trips of the Insured abroad, regardless of the number of his tours during the Period of the policy validity, the period of insurance depends on the chosen program of multiple Tourist trips (Multi plan) as follows:

Plan name	Period of policy validity	Number of trips	Insurance period
a) Multi I	up to 92 days	One	no more than 30 days
b) Multi II	up to 183 days	One	no more than 90 days
c) Multi III	up to 365 days	One	no more than 90 days
d) Multi IV	up to 365 days	One	no more than 180 days
e) Flexi I	up to 183 days	Not limited	each trip no more than 15 days
f) Flexi II	up to 365 days	Not limited	each trip no more than 30 days

SECTION 5. INSURANCE PROGRAM AND TERRITORY OF POLICY VALIDITY

5.1. Insurance program is a complex of services with the corresponding amounts of insurance coverage that can be provided to the Insured under these Regulations.
5.2. Depending on the country of the Tourist trip, the Insurant chooses one of the following Insurance programs, which will be indicated in the Policy (Annex No. 1)
5.3. The Territory of Policy validity means the country or countries of stay of the Insured and is determined depending on the chosen Insurance Program for the following territorial divisions:

"SILVER" - operates in all countries of the world, with the exception of European countries and the Schengen Agreement countries, as well as Liechtenstein, Great Britain, Israel, Japan, Australia, New Zealand, Canada, and the United States of America.
"GOLD" - operates in all countries of the world, with the exception of Japan, Australia, New Zealand, Canada, and the United States of America.
"PLATINUM" - operates on the territory of all countries of the world.
5.4. The territory of Policy validity does not apply in the territory of the country of permanent residence/of the country of which the Insured is a citizen/of the country that issued the residence permit to the Insured.
5.5. The Policy validity does not apply to countries that are difficult to access compared to the North or South Pole and which can only be reached using special vehicles or equipment, auxiliary facilities, and expeditions.
SECTION 6. AMOUNT OF INSURANCE COVERAGE AND INSURANCE PREMIUM
6.1. The Amount of insurance coverage is determined by agreement of the parties, depending on the Insurance Program chosen by the Insurant, and is specified in Policy.
6.2. The insurance premium is calculated in accordance with the current insurance rates of the Insurer, depending on the insurance period and the selected insurance program. The size of the insurance premium is indicated in the Policy.
6.3. When determining the amount of the insurance premium, the Insurer establishes multiplying, decreasing, and special ratios to the basic insurance rates, which depend on the age and number of the Insured persons, the purpose of the tourist trip, the availability of payments during previous insurance periods, the presence of seasonal risks, the territorial risk concentration, and other factors affecting the risk of occurrence of the insured event.
6.4. When determining the size of the Insurance premium for Policies issued to the countries of the Schengen Agreement for a period of up to 92 (ninety-two) days, additional 15 (fifteen) days included in the period of policy validity are not taken into account.
6.5. The Insurance premium is indicated in the national currency of the Republic of Uzbekistan UZS and paid by the Insurant with a lump-sum payment for the whole insurance period.
6.6. The Insurance premium can also be paid in US dollars in accordance with the current legislation of the Republic of Uzbekistan.
SECTION 7. POLICY ISSUANCE PROCEDURE
7.1. Policy is drawn up on the basis of an oral appeal or a written application form of the Insurant.
7.2. Policy is issued to the Insurant after payment of the insurance premium.
7.3. After receiving the Policy, the Insurant shall acquaint all of the Insured indicated in the Policy with the terms and conditions of the Regulations. Violation (non-fulfillment) of this requirement does not relieve the Insured from fulfilling the obligations stipulated by these Regulations and cannot serve as a basis for making claims to the Insurer for non-familiarization and/or disagreeing with the terms and conditions of these Regulations.
7.4. In case of loss of the Policy by the Insurant/Insured, upon written request of the Insurant / Insured, the Insurer issues a new Policy without taking any additional payment. After issuing a new Policy, the lost Policy is considered invalid and does not entail any obligations of the Insurer to the Insurant /Insured.
SECTION 8. INSURANCE CLAIM SETTLEMENT AND INSURANCE COVERAGE
8.1. In the occurrence of an insured event envisaged these Regulations, the following services are payable within the amount of insurance coverage for each service included in the Insurance Program, namely:
8.1.1. for outpatient and inpatient (only emergency operations) treatment in the institution, including expenses for medical services (consultations), diagnostic and laboratory tests prescribed by the doctor, medications prescribed by the doctor (prescription), dressing means and fixation means (gypsum, bandage, etc.), until the moment when medical evacuation of the Insured to the country of permanent residence and/or discharge from the institution becomes possible;
8.1.2. for emergency care in case of complications/forced termination of pregnancy of the Insured for the amount up to 1000 (thousand) Euros, provided that the pregnancy period does not exceed 32 (thirty-two) weeks, and that this event occurred as a result of an accident;
8.1.3. for emergency dental care within the amount of insurance coverage specified in the selected Insurance program;
8.1.4. for medical evacuation of the Insured from the scene of the accident to the nearest institution or to the nearest doctor, or from one institution to another (within the country of temporary residence), or to the country of permanent residence. In this case, the decision on the expediency of medical evacuation is made only by authorized doctors of the Insurer, provided that emergency care is required. In the event that a third party organizes a medical evacuation without agreeing with the Insurer, the Insurer will pay the expenses within the minimum possible amount for which the Insurer could provide medical evacuation using the Assistance Service;
8.1.5. for the transportation of the accompanying person during medical evacuation of the Insured, if such escort is necessary as directed by the attending doctor;
8.1.6. for the return of the Insured to the country of permanent residence, if due to hospitalization for the reasons specified in clause 2.4 the Insured person lost the opportunity to use the tickets purchased by him. The Insurer does not compensate the Insured for the cost of previously purchased tickets.
At the same time, the Insurer reimburses only an equivalent type of transport, covering the economy class fare. In the event that a return or replacement of previously purchased tickets is possible, the Insurer pays the amount that must be paid for the exchange of tickets;
8.1.7. for the travel of minor children of the Insured to the country of permanent residence, when the minor children of the Insured were left unattended due to the insured event that occurred with the Insured, as well as travel expenses of the accompanying person, when such a person is required in case of return of the minor children of the Insured due to the above situation;
8.1.8. for organization and implementation of activities necessary for the search and rescue of the Insured;
8.1.9. for events related to the burial of the Insured in the territory of the Policy validity, with the exception of funeral services;
8.1.10. for repatriation, with the exception of funeral services and burial in the country of permanent residence of the Insured. If the repatriation is organized by a third party, without coordinating this with the Insurer, the Insurer pays the expenses within the minimum possible amount for which the Insurer could provide repatriation with the assistance of the Service Assistance.
8.2. The Insurer pays medical expenses for surgical operations only provided that this manipulation was urgent and could not be made after the organization of a medical evacuation in the country of permanent residence of the Insured, that means payment is made only when an instant failure to perform the operation threatens the life of the Insured or there is the possibility of a serious violation of his health.
8.3. The Insurer pays for the purchase of medicines only if they are purchased according to prescriptions from the doctor.

8.5. The Insurer shall be liable for the insurance claim settlement/insurance coverage within the Amount of insurance coverage for each service included in the Insurance Program, as well as for insurance against an accident that resulted in the death of the Insured.

SECTION 9. INSURANCE IN THE EVENT OF THE DEATH OF THE INSURED DUE TO AN ACCIDENT

9.1. In case of accident insurance, the Insurer pays the Beneficiary the Amount of insurance coverage specified in the Insurance Program in full:

9.1.1. upon the death of the Insured, which occurred during the tourist trip and was the direct result of an accident that occurred during the insurance period and in the territory of the Policy validity;

9.1.2. upon the death of the Insured which occurred within one year and was the direct result of an accident that occurred during the insurance period and on the territory of the Policy validity.

SECTION 10. PARTICULARITIES OF SPORT'S INSURANCE

10.1. According to these Regulations, the expenses of the Insured incurred in the course of active leisure are automatically covered. In this case, in the framework of these Regulations, the active leisure refers to the way of spending free time on a tourist trip with participation in sports activities and engaging in dynamic activities (except for the preparation and participation in any kind of competitions).

10.2. Subject to the payment of the insurance premium with the use of a multiplying factor and the presence of the "Sport" mark in the "Special Conditions" column of this Policy, the Insurer covers the Insured's expenses incurred during professional sports, including competitions and training, skiing and snowboarding on specially designed and specially equipped tracks, as well as riding quad bikes, scooters, mopeds, scooters, and water scooters.

Professional sport, under the Regulations, is recognized as sport, which is the main activity for the Insured, who receives salary or other monetary remuneration in accordance with the contract for preparing for and participating in sports competitions.

10.3. The present Regulations do not cover the expenses of the Insured resulting from skiing and snowboarding outside the designated and specially equipped slopes, scuba diving or diving to a depth of more than 30 (thirty) meters, as well as these sports in the Arctic Ocean and the seas adjacent to it, rugby, surfing, mountaineering, speleology, heli-boarding, motor sports, downhill, kiteboarding, flying on aircraft and devices (excluding as a passenger on a plane), parachuting, bobsled, gliding, hand-gliding, parapenting, paragliding, motorsport, ultimate fighting, ballooning (not as a passenger), windsurfing, those kinds of sports that involve jumping from a height, making manouvers with or without acrobatic elements, or overcoming obstacles (hereinafter referred to as special sports). If at least one physical activity, which is mentioned in paragraphs 10.1 and 10.2, includes jumps from a height, acrobatic elements, then this activity is ranked as a special sport, and is not covered by these insurance.

SECTION 11. EXCEPTIONS

11.1. Insurance claim settlement/insurance coverage is not made upon the occurrence of a loss that has signs of an insured event, but is a direct or indirect result of any of the following factors:

11.1.1. expenses incurred due to the deterioration of the state of health or the death of the Insured on a tourist trip, despite the presence of direct medical contraindications;

11.1.2. if upon occurrence of an accident, the presence of narcotic or psychotropic substances was detected in the body of the Insured, or the use of medications not prescribed by the physician was established, which may be reflected in medical assessments/reports, recorded in the testimony of witnesses and other documents relating to the loss;

11.1.3 mental diseases and conditions, epilepsy (primary and symptomatic), neurosis (panic attacks, depression, hysterical syndromes, etc.), as well as diseases of the central nervous system;

11.1.4. any events/consequences directly related to pregnancy (except as provided for in clause 8.1.2 of the Regulations), childbirth and/or abortion, as well as costs for services related to family planning and treatment of infertility;

11.1.5. sexually transmitted diseases and their consequences, AIDS and all diseases caused by HIV infection;

11.1.6. oncological diseases, neoplasms (malignant and benign), regardless of whether the Insured was aware of this or not;

11.1.7 provision of services that are not medically necessary or not prescribed by a doctor, as well as surgical operations that are not urgent;

11.1.8. expenses for rehabilitation activities;

11.1.9. organ transplantation expenses;

11.1.10. expenses incurred as a result of the voluntary refusal of the Insured to comply with the instructions of the attending doctor received in connection with the claim due to the insured event;

11.1.11. any preventive measure, vaccination, disinfection, health resort treatment, rehabilitation and health-improving treatment, heliotherapy, hydrotherapy, physiotherapy, manual therapy, massage of any kind, etc.;

11.1.12. treatment with alternative methods of medicine, without specifying a diagnosis or treatment that does not correspond to the established diagnosis;

11.1.13. cosmetic/plastic surgery, treatment associated with the elimination of defects in appearance or bodily anomalies, as well as any type of prosthetics, including dental and ophthalmic;

11.1.14. the cost of treatment of the Insured, arising from the exacerbation or complication of hereditary and/or congenital diseases, abnormalities and malformations of organs and their complications;

11.1.15. chronic diseases and/or their aggravations/complications, and/or other forms and types of their manifestations. In the event of aggravation/complication of the Insured with chronic diseases, the Insurer arranges services and/or pays the expenses of the Insured within 500 (five hundred) Euros;

11.1.16. blood circulatory system diseases (with the exception of hypertension and hypotension) requiring complex treatment and/or prolonged inpatient stay, including cardiac surgical treatment (including angiography, angioplasty, bypass surgery, etc.), as well as treatment of early and late complications resulting from previous circulatory system diseases and surgical interventions;

11.1.17. diseases (heart attack, stroke, diabetes mellitus, renal insufficiency, tuberculosis, cirrhosis, viral hepatitis, any types of aneurysm, endocrine diseases, etc.), which occur for a long time and/or due to the presence of other diseases requiring complex treatment and/or long stay in a medical facility. In the case of the initial detection of the above diseases, the Insurer will arrange for services and/or pay for the Insured's expenses within the limit of 500 (five hundred) Euros;

11.1.18. occupational diseases and illnesses for the treatment of which tourist trips were undertaken;

11.1.19. provision of devices for vision improvement (glasses and frames, lenses, magnifying glasses, etc.), as well as other aids (prostheses, crutches, strollers, etc.);

11.1.20. purchase of vitamins, food additives, food fortifiers, plant products, homeopathic remedies;

11.1.21 expenses of the Insured in connection with such especially dangerous and tropical diseases as: plague, cholera, smallpox, yellow fever, hemorrhagic fever, anthrax, typhus, etc.;
associated with a potentially severe acute respiratory infection caused by the SARS-CoV-2 (2019-nCoV) coronavirus, which is a dangerous disease that can occur both in the form of an acute respiratory viral infection of the mild course, and in a severe form. This exception does not apply to insurance programs "STOPVIRUS 1" and "STOPVIRUS 2"
11.1.22. events that occurred while driving motor vehicles (with the exception of a quadricycle, motor scooter, motor bike, scooter, water scooter, car and/or driving a motor vehicle as a passenger);
11.1.23. treatment costs that occurred after the return of the Insured to the country of permanent residence, as well as after the end of the insurance period.
11.2. The Insurer does not pay the expenses and the event is not recognized as an insured, if the insured loss has occurred with the Insured:
11.2.1. when attempting suicide or during suicide;
11.2.2. in the performance of official duties in any military agency;
11.2.3. performing physical work, if the Policy in the “Special conditions” column does not indicate “Work”.
11.3. The Insurer does not cover the expenses that are directly or indirectly caused by:
11.3.1. an act of terrorism (an act that is expressed in the use of force and violence or the threat of their use by any individual or group of individuals acting alone or in connection with or on behalf of any organization or government, carried out from political, religious, ideological or ethnic considerations and containing the intention to influence the government or to threaten society or any part of it), including the damage caused by measures to prevent a terrorist act is not compensated;
11.3.2. an act of war, an invasion of a foreign enemy, military actions (whether or not war will be declared), civil wars, uprisings, revolutions, riots, and civil unrest;
11.3.3. accidents resulting from the participation of the Insured in betting and crimes, as well as in a fight, except for actions related to the fulfillment of his civic duty or the protection of his life, health, honor and dignity (or third parties);
11.3.4. accidents occurring with the Insured as a result of driving a vehicle in a state of alcoholic, narcotic, toxic or other intoxication and/or without a permit/right to drive a vehicle, as well as when the Insured delegated driving the vehicle to the person in the above state and/or without the above permission/right;
11.3.5. if the Insured committed the unlawful act that caused the insured event;
11.3.6. submission of documents with false information regarding the health status of the Insured or medical and related services rendered to him;
11.3.7. absence of submission of the necessary documents confirming the occurrence of the insured event and the amount of damages resulting from the insured event;
11.3.8. absence of submission of the documents requested by the Insurer, specified in clauses 12.7 -12.8 of these Regulations;
11.3.9. in other cases stipulated by the legislation of the Republic of Uzbekistan.
11.4. In accordance with the terms and conditions of these Regulations, the Insurer is discharged from liability and does not cover consequential damages, lost profits, penalties, fines, charges and other financial sanctions.

SECTION 12. PROCEDURE FOR CONSIDERATION OF INSURANCE CLAIMS

12.1. In the case of an insured event, the Insured or his representative contacts the Assistance Service by telephone or using other means of communication specified in the Policy, and, if possible, informs the operator about the occurred event, giving the following information:
- name and surname of the Insured who is in need of assistance;
- Policy number and insurance period;
- name of the Insurer;
- description of the circumstances of the occurred event and the nature of the assistance required;
- location and contact phone number for feedback.

12.2. After receiving the information, the Service Assistance will arrange for the provision of the required services to the Insured envisaged by these Regulations and will also pay the expenses of the Insured in accordance with the terms of the Policy.
12.3. If it is impossible to call the Assistance Service before consulting a doctor or sending the Insured to the hospital, the Insured should call the Assistance Service as soon as possible. In any case, before making the payment of invoices/expenses, the Insured should inform the Assistance Service or the Insurer about the occurred event and present the Insurance Regulations and Policy to the medical staff.
12.4. If it is impossible to contact the Service Assistance, the Insured may pay the expenses related to the insured event. In this case, the Insured shall contact the Insurer in writing about the incident.
12.5. The claim is submitted to the Insurer within 30 (thirty) calendar days from the date of occurrence of the insured event, but not later than 30 (thirty) calendar days from the date of return of the Insured from the tourist trip.
12.6. Depending on the insured event, the following documents must be attached to the claim:
12.6.1. in case of a sudden illness and/or accident with the Insured on a tourist trip:
a) the Policy or its copy;
b) a copy of the document (with the Mandatory submission of the original copy) identifying the identity of the Insured;
c) the original copy of the warrant/invoice from the institution with the necessary data (patient's name, diagnosis, date of service, the duration of treatment, etc.);
d) the original copy of the prescription issued by the doctor in connection with the disease;
e) the original copy of the invoice of the institution with a breakdown by dates, names and cost of services rendered;
f) original copies of documents confirming the fact of payment for services (payment stamp, receipt of money or bank confirmation of transfer of the amount, etc.);
g) opinion/report or other document of the institution, indicating that the Insured does not have any alcohol, narcotic, toxic or other intoxicating substance in the body - in case of an accident that occurred to the Insured as a result of driving any type of vehicle;
12.6.2. upon the death of the Insured as a result of an accident on tourist trips:
a) the Policy or its copy;
b) a copy of the document (with the mandatory presentation of the original copy) identifying the identity of the Beneficiary eligible to receive insurance coverage;

c) a detailed description of the circumstances of the accident and, if possible, the names and details of the witnesses;
d) the original copy of the act/report (protocol or any other document describing the circumstances and causes of the incident) of the law enforcement authorities in relation to the accident (if the case was considered by law enforcement authorities);
e) a copy of the death certificate of the Insured certified by the issuing authority or the original copy of a court decision stating that the Insured has been declared dead or missing (in the event of the disappearance of the Insured).
12.7. At the request of the Insurer, the documents specified in clause 12.6, drawn up in a foreign language other than Russian and English, are subject to a certified translation at the expense of the Applicant (Insurant/Insured/Beneficiary).
12.8. If necessary, and in order to clarify the circumstances, as well as determine the amount of loss and resolve the issue of insurance coverage, the Insurer has the right to request other documents not specified in paragraph 12.6 of these Regulations.
12.9. If necessary, the Insurer has the right to inspect the documents submitted, request information from organizations that have information about the circumstances of the insured event, and also conduct a medical examination of the Insured.
12.10. Depending on the nature and circumstances of the insured event, the Insurer has the right to decide whether or not to recognize the occurrence of an insured event (or to refuse insurance coverage) without requiring a complete list of documents/information specified in paragraph 12.6 in compliance with the requirements of paragraph 12.7 of these Regulations.
12.11. In any case, a proof the occurrence of the insured event, the liability of the Insurer in the implementation of insurance coverage and justification of the amount of damages lies with the Insurant/Insured/Beneficiary.
12.12. If the Insured person declares an insured event in violation of the requirements of clause 12.5 of these Regulations, he is obliged to prove to the Insurer that it is impossible to report the occurred event sooner.
12.13. If a criminal case has been initiated or a lawsuit has been initiated against the Insured upon the facts that caused the insured event, the decision to pay insurance coverage may be delayed until the end of the investigation or court proceedings.
12.14. The decision on refusal to pay insurance coverage is communicated to the Insurant/Insured/Beneficiary in writing, within 15 (fifteen) calendar days from the date of contacting the Insurer for payment of insurance coverage established by these Regulations, and must contain a reasoned justification for the reasons for the refusal.

SECTION 13. PROCEDURE FOR IMPLEMENTATION OF INSURANCE COVERAGE

13.1. Insurance coverage is carried out on the basis of the Claim report, signed by the Insurer and a person eligible to receive insurance coverage, within 15 (fifteen) calendar days from the date the Insurer recognizes the loss as an insured event.
13.2. Insurance is provided in the national currency of the Republic of Uzbekistan UZS, at the foreign currency rate in which expenses were established by the Central Bank of the Republic of Uzbekistan on the day insurance coverage was paid, by a lump-sum transfer to the bank account of a person eligible to receive insurance coverage (Insurant/Insured/Beneficiary).
13.3. If the rate of foreign currency in which expenses were incurred is not established by the Central Bank of the Republic of Uzbekistan, the parties determine the source for establishing the exchange rate of this currency in relation to the national currency of the Republic of Uzbekistan UZS, which is indicated in the Claim report.
13.4. Insurance coverage under Section 9 of the Regulation is provided in the national currency of the Republic of Uzbekistan UZS, at the foreign exchange rate established by the Central Bank of the Republic of Uzbekistan on the day insurance coverage is paid, by a lump-sum transfer to a bank account of a person eligible to receive insurance coverage.
13.5. Each institution’s invoice paid by the Insurer for services rendered to the Insured reduces the amount of insurance coverage for each service included in the Insurance Program by the amount of the invoice paid.
13.6. The total amount of insurance claim settlement/insurance coverage made by the Insurer in one or several insured events cannot exceed the amount of insurance coverage for each service included in the Insurance Program.
13.7. After the implementation of insurance coverage, the original documents specified in clause 12.6 of these Regulations are not returned to the Insurant/Insured/Beneficiary.

SECTION 14. TERMINATION AND CANCELLATION OF POLICY

14.1. The Policy is terminated in cases stipulated by the current legislation of the Republic of Uzbekistan.
14.2. The Policy can be prematurely terminated at any time by a written statement of the Insurant.
14.3. The Insurance premium is refunded provided that the Insurant returns the Policy to the Insurer in the following order and case:
14.3.1. if the Insurant has declared a waiver of insurance prior to the commencement of the period of the Policy validity, the Insurer will return the paid insurance premium to him/her in full;
14.3.2. if the Insurant has declared a waiver after the commencement of the period of Policy validity, the Insurer will return the insurance premium to him/her for the insurance period that has not expired;
14.3.3. premature return of the Insured from abroad due to a change in the period of stay abroad - the Insurer will return to him 85 (eighty-five) % of the insurance premium for the unused insurance period;
14.3.4. for all the above cases stipulated by clause 14.3 of these Regulations, the Insurant who obtained this Policy to the Schengen countries for up to 92 (ninety two) days, the last 15 (fifteen) days of the period of Policy validity included according to clause 4.5 of the Regulation, are not taken into account when returning the insurance premium or part thereof.
14.4. The return of the insurance premium upon termination of the Policy at the request of the Insurant, is carried out in the same currency in which the insurance premium was paid, within 5 (five) working days from the receipt of such application.
14.5. The insurance premium is not refundable in the following cases:
14.5.1. if an insured event has occurred during the insurance period that is specified in these Regulations, according to which the Insurer has fulfilled or is fulfilling its obligations;
14.5.2. the passport of the Insured has a valid visa/permit to visit a particular country when the presence of the Policy was required to obtain this visa;
14.5.3. if the Insurant has declared a waiver of insurance after the end of the insurance period specified in the Policy.
14.5.4. if the Insurant has not returned both copies of the Policy previously issued to him by the Insurer.

SECTION 15. OTHER CONDITIONS

15.1. For non-fulfillment or improper fulfillment of the obligations assumed, the parties are liable in accordance with the current legislation of the Republic of Uzbekistan.

15.2. In case of disputes, claims or disagreements on the issues envisaged by the Policy and these Regulations or in connection with them, including those relating to their execution and violation, the parties will take steps to resolve them through negotiations.
15.3. If it is impossible to resolve disputes, disagreements or claims, they are subject to resolution in accordance with the current legislation of the Republic of Uzbekistan.
15.4. If any occurred situations (circumstances) are not reflected in the Policy or these Regulations, the Insurer has the right to accept at its discretion a compromise decision

ANNEX №1 TO THE TOURIST INSURANCE REGULATIONS OF APEX INSURANCE LLC

LIST OF COVERED RISKS AND AMOUNTS		Insurance Program (Insurance premiums are indicated in EURO)				
		SILVER	**GOLD**	**PLATINUM**	**STOPVIRUS I**	**STOPVIRUS I**
No.	Amount of insurance coverage	20 000	60 000	90 000	60 000	90 000
1.	Limit on Medical services, including the following:	10 000	30 000	40 000	30 000	40 000
1.1.	Emergency dental services	200	300	500	300	500
1.2.	SARS-CoV-2 (COVID-19) coverage	None	None	None	3000	5000
2.	Limit on medical and transport services, including the following:	4 000	17 000	27 000	17 000	27 000
2.1.	medical evacuation of the insured	4 000	6 000	11 000	6 000	11 000
2.2.	return of the insured and/or his children	None	6 000	8 000	6 000	8 000
2.3.	accompanying person transportation	None	5 000	8 000	5 000	8 000
3.	Limit on Other services, including the following:	5 000	11 000	20 000	11 000	20 000
3.1.	search and rescue activities	None	2 000	4 000	2 000	4 000
3.2.	burial in the country of temporary residence	None	2 000	4 000	2 000	4 000
3.3.	repatriation	5 000	7 000	12 000	7 000	12 000
4.	Accident insurance (death of the Insured)	1000	2 000	3 000	2 000	3 000