



Motor Third Party Liability Insurance Terms and Conditions

MTPL 001/21

DEFINITION OF TERMS

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

**INSURER**

JSC TBC Insurance, We, Us, Our.

**INSURED**

A legal entity/individual entering into Insurance Agreement and responsible for paying corresponding Insurance Premium, You, Your, Yours.

**BENEFICIARY**

A legal entity/individual entitled to receive Insurance Indemnity in accordance with present Terms and Conditions.

**AUTHORIZED DRIVER**

Any person(s) of at least 21 years old, duly licensed to drive given category of vehicle, in accordance with the current legislation, unless otherwise specified in the Policy.

**INSURANCE PREMIUM**

Cost of insurance to be paid in the amount and form as indicated in the Insurance Policy.

**THIRD PARTY**

Any legal entity or individual other than the Insured, Owner of the Vehicle indicated in the Insurance Policy, their family member(s), passenger(s) and driver of the Vehicle indicated in the Insurance Policy.

**FAMILY MEMBER**

Spouse, children, stepchildren and/or parents (including foster parents) of the Insured, the owner or the driver (person driving the Vehicle indicated in the Policy upon occurrence of the Insured Event).

**INSURANCE INDEMNITY**

Amount payable by the Insurer upon occurrence of the Insured Event.

**INSURANCE AGREEMENT**

A set of present Terms and Conditions, together with the Insurance Policy, its Attachment(s) and Questionnaire(s) (information provided to the Insurer by the Insured in writing or in electronic form)

**INSURANCE POLICY**

A document issued by the Insurer, certifying validity of the Insurance Agreement, and stating details of the insurance cover. In case of any discrepancy between the Policy and present Terms and Conditions, the Policy shall prevail.

**INSURANCE PERIOD**

Period indicated in the Insurance Policy, during which insurance cover is valid.

**RISK INSURED**

An event covered by this insurance Terms and Conditions, which can give rise to the Insurance Event.

**INSURED EVENT**

An Event caused by an Insured Risk(s).

**LIMIT OF LIABILITY**

Maximum amount that can be indemnified by the Insurer during the Insurance Period.
Limit of Liability is indicated in the Insurance Policy.

**SUB-LIMIT**

Maximum amount that can be indemnified by the Insurer for a specific case, within the Limit of Liability indicated in the Insured Policy.

**TERRITORY OF COVER**

Territory indicated in the Insurance Policy, where insurance cover is valid.

**VEHICLE**

A vehicle indicated in the Insurance Policy.

**VEHICLE FOR PERSONAL PURPOSES**

A vehicle used for non-commercial purpose.

**COMMERCIAL PURPOSE**

Commercial purpose includes transportation of passengers for fee, rent, transportation of goods, courier services, transportation of employees, administrative/logistic services and other commercial activities.

**ROAD ACCIDENT**

A collision involving an Vehicle indicated in the Insurance Policy, that resulted in injury, death, or damage to movable or immovable property.

**TECHNICAL MALFUNCTION**

Condition whereby Vehicle indicated in the Insurance Policy is not suitable for driving and/or operation and/or has any system malfunction, including electrical wiring and/or equipment, brakes, airbags, gas apparatus and/or system, combustion system, undercarriage, and main components (engine, gearbox, clutch) that may cause or contribute to the occurrence of the Insured Event.

**MARKET VALUE**

Price of a similar item on the Georgian market at the time of the Insured Event.

**DEDUCTIBLE**

Amount indicated in the Insurance Policy and/or defined by the Insurance Terms and Conditions, which is not payable by the Insurer and which is deducted from the amount of each and every loss.



RESIDUAL VALUE

Value of an item (damaged as a result of an Insured Event) on the Georgian market that cannot be restored.



UNEARNED PREMIUM

Premium proportional to the remaining time of the insurance period from a certain date until its expiry. Insurance Premium is being earned daily.



PRIORITY ADDRESS/TELEPHONE NUMBER

Chronologically last actual address, e-mail and telephone number provided to the Insurer, which shall be used for notifications and communications with the Insured, including claims settlement.



RISKS INSURED

IMPORTANT
INFORMATION

EXCLUSIONS



1. RISK INSURED

- 1.1.** We will indemnify damage caused to the life, health, or property of a **Third Party** if such damage was caused by the **Authorised Driver** whilst driving the **Vehicle** indicated in the **Insurance Policy** during the **Insurance Period**.



2. INSURANCE INDEMNITY AND THE RULE OF CALCULATION

- 2.1.** In case of motor third party liability, within the **Limit of Liability** indicated in the **Insurance Policy**, We will indemnify:
- Compensation payable to **Third Party(ies)** by the owner/**Authorized Driver** of the **Vehicle** indicated in the **Insurance Policy**, based on the enforceable court decision, unless the decision against **You** was made in **Your** absence and/or by your admission of the liability.
 - Compensation to **Third Party(ies)** agreed out-of-court, if compensation payment and its amount was agreed with **Us** in advance and if the **Third Party** confirms in writing that he/she has no further claims in relation to the **Insured Event**.
 - Any court and/or out-of-court expenses agreed with **Us** in writing in advance, as well as expenses related to investigating **Insured Event** and estimating the loss, but limited to 20% of the **Limit of Liability** specified in the **Insurance Policy**.
 - Any reasonable expenses incurred to save life and/or property of **Third Party(ies)** or to minimise loss resulting from the **Insured Event**.
- 2.2.** In case of **death or bodily injury of a Third Party(ies)**, We will indemnify following expenses within the **Limit of Liability** indicated in the **Insurance Policy**:
- 2.2.1.** Cost of emergency medical care provided to **Third party(ies)** and confirmed by appropriate financial and medical documentation

- Officially verified income, lost by **Third Party(ies)** as a result of full or partial disability, but not exceeding total income for the last 12 (twelve) calendar months before the **Insured Event**.
- Additional expenses incurred as a result of health impairment sustained by **Third Party(ies)**, including cost of medical treatment, special nutrition, medication, prosthetics, care and custody costs, cost of purchasing special transportation facilities, and professional re-training costs, limited to 20% of **the Limit of Liability** specified in the Insurance Policy, if such expenses are not covered by state healthcare or other authorities.
- Part of the officially verified income, which in case of death of a **Third Party(ies)** would be lost by his/her disabled dependant(s) or any person(s) who had the right to receive subsistence from such **Third Party(ies)** in the form of regular payments, but not exceeding total income for the last 12 (twelve) calendar months **before the Insured Event**.

2.3. In case of damage to property of a **Third Party(ies)**, We will indemnify following expenses within the Limit of Liability indicated in the **Insurance Policy**:

- In case damaged property cannot be restored - market value of such property, less the Residual Value.
- In case damaged property can be restored - cost of repairs/reinstatement necessary to bring such property to the condition it was before the damage.

2.4. In case of bodily Injury and/or death and/or property damage of third parties as a result of one event, such event will be considered single **Insured Event**. If **Your** total liability exceeds **Limit of Liability** specified in the **Insurance Policy**, compensation to each **Third Party** shall be proportionate to their shares in the total amount of loss, if not otherwise agreed by **You** and **Us**.



3. EXCLUSIONS

3.1. We are free from any liability to indemnify the loss, if:

3.1.1 The injured party is one of the following:

- You;
- A passenger of the vehicle indicated in the Policy;
- A person driving the **Vehicle** Indicated in the **Insurance Policy** at the time of the accident;

- A family member of the Insured, the driver of the **Vehicle** specified in the Policy and / or the owner of the **Vehicle** specified in the Policy.

- 3.1.2** Liability to **Third Party(ies)** accepted and/or expenses incurred without **Our** prior written consent.
- 3.1.3** Health impairment and/or death of a **Third Party(ies)** occurring after the expiry of 12 (twelve) calendar months from the date of the **Insured Event**.
- 3.1.4** You provided **Us** with incorrect, inaccurate, fraudulent or misleading information.
- 3.1.5** You failed to inform **Us** about sale of the **Vehicle** indicated in the **Insurance Policy** or change in its operating conditions during the **Insurance Period**.
- 3.1.6** **Vehicle** indicated in the **Insurance Policy** was being used for commercial purposes.
- 3.1.7** At the time of the the **Insured Event** the **Authorized Driver** of the **Vehicle** indicated in the **Insurance Policy** was under the influence of alcohol, narcotics and/or psychotropic substances, or the **Authorized Driver** refused to pass necessary tests to determine his/her condition and/or respective documents were not submitted to **Us**.
- 3.1.8** At the time of the **Insured Event** the **Vehicle** Indicated in the Insurance Policy was driven by a **Non-Authorized Driver**.
- 3.1.9** The damage was caused by willful misconduct or gross negligence or any attempt thereof, suicide and/or self-inflicted injuries committed or attempted by **You**, owner of the **Vehicle** indicated in the **Insurance Policy** or **Authorized Driver** driving the **Vehicle** indicated in the **Insurance Policy** at the time of the **Insured Event**.
- 3.1.10** You, **Beneficiary** or **Authorized Driver** driving the **Vehicle** Indicated in the **Insurance Policy** at the time of the **Insured Event** forged or attempted to forge any documents and/or information related to the **Insured Event** or **Insurance Indemnity**.
- 3.1.11** The driver of the **Vehicle** indicated in the **Insurance Policy** was driving in the opposite direction in violation of traffic rules, unless this was necessary to save life/property of a **third party**;
- 3.1.12** Damage was caused whilst the **Vehicle** indicated in the **Insurance Policy** was being towed.
- 3.1.13** Loss occurred whilst the **Vehicle** Indicated in the **Insurance Policy** was at the impound lot.
- 3.1.14** **Vehicle** indicated in the **Insurance Policy** was used at or outside the auto racetrack for any rally or speed test/competition (including Off Road), or any testing (including Test Drive), or rescue services.
- 3.1.15** Number of passengers or the weight of luggage in the **Vehicle** indicated in the **Insurance Policy** exceeded the permissible mass, thus causing the **Insured Event** or increasing the amount of damage.

- 3.1.16** Insured Event occurred outside the Territory of Cover.
- 3.1.17** Insured Event is caused by a **Vehicle** with a VIN code that does not match the VIN code of the Vehicle specified in the **Insurance Policy**.
- 3.1.18** Insured Event occurred in the airport and/or airfield area designated for runway or movement of aircraft, as aircraft stand station, airport servicing lanes or customs check.
- 3.1.19** Insured Event occurred on the construction site and/or territory where driving of motor transport is limited or prohibited.
- 3.1.20** Insured Event is caused by technical malfunction of the **Vehicle** indicated in the **Insurance Policy**.
- 3.1.21** Insured Event occurred outside road, yard, or garage;
- 3.1.22** Damage is inflicted to the property that belongs to **You**, is owned by or entrusted to **You**, or is under **Your** care, custody or control.
- 3.1.23** Damage is inflicted to a property that is being transported by or attached to the **Vehicle** indicated in the **Insurance Policy**.
- 3.1.24** **Vehicle** indicated in the **Insurance Policy** is not roadworthy and/or fit for driving/operation.
- 3.1.25** **Vehicle** was moved from the place of accident before arrival of **Our** representative, or **You** or **Driver** driving the **Vehicle** specified in the **Insurance Policy** abandoned the place of accident, unless this was requested by the Police or by **Us**.
- 3.1.26** **You** or a person driving the **Vehicle** Indicated in the **Insurance Policy** at the time of the **Insured Event** fail to fulfill obligations under the **Insurance Policy** and/or present Terms and Conditions.
- 3.1.27** Loss is caused by an act, commitment of which gives **Us** the right under the Georgian legislation to reject the claim.
- 3.1.28** The **Insurance Premium** specified in the **Insurance Policy** was not fully paid by the time of the **Insured Event**;
- 3.2. Also excluded is:**
- 3.2.1** Pure financial loss without bodily injury or property damage to a **Third Party(ies)**.
- 3.2.2** Loss caused by any kind of administrative fine and/or penalty, including parking fees on the impound lot, lost income, moral damage, cost of renting other motor **vehicle**



4. Rights and Obligations of the Parties

4.1. You are obliged to:

- 4.1.1. Immediately notify **Us** in writing about any changes in the following circumstances: sale of the **Vehicle**, change of technical passport, change in operating conditions, change of priority number and / or address (registered and / or actual), during the **Insurance Period**.
- 4.1.2. Introduce **Insurance Terms and Conditions** to all **Authorized Drivers**.
- 4.1.3. Allow **Us** and **Our** authorized representative to inspect and photograph the damaged **Vehicle**.
- 4.1.4. Take all possible measures to save the damaged **Vehicle** and minimize the loss.
- 4.1.5. Immediately notify **Us** about any summons, notifications, messages, actual or possible/potential claims related to the **Insured Event**.
- 4.1.6. Take the damaged **Vehicle** to the auto service center as instructed by **Us** (orally or in writing) as soon as possible, but no later than 14 (fourteen) calendar days from receiving our instructions.
- 4.1.7. Submit the Claims Settlement Act signed by the **Beneficiary** within **5 (five)** working days upon reaching the agreement.
- 4.1.8. Pay in full the amount of outstanding insurance premium at the time of the loss payment, as specified by the payment schedule.

4.2. We are entitled to:

- 4.2.1. Offer **You** new **Insurance Agreement** on different terms and conditions in case **Vehicle** indicated in the **Insurance Policy** is sold or if its operating conditions are changed.
- 4.2.2. Take full control over legal procedures necessary to settle the claim(s) brought against **You** by **Third Party(ies)**.
- 4.2.3. Unilaterally change present **Terms and Conditions** without sending **You** a notification, if such change improves **Your** position and/or **Our** services.

4.3. Your Obligations in Case of the Insured Event:

- 4.3.1 **We** are free from any obligation to pay the claim following the **Insured Event**, if **You** fail to meet any of **Your** obligations hereunder.

4.4. In case of Insured Event, You are obliged to:

- 4.4.1. Contact **Us** via hotline (2 42 22 22) and provide full information about the **Insured Event**.
- 4.4.2. Immediately call the patrol police (112).
- 4.4.3. Not to move the **Vehicle** indicated in the **Insurance Policy** or leave the place of the accident until arrival of the police and **Our** representative, unless this is agreed with **Us** or requested by the patrol police.

4.5. In case of an Insured Event, We are entitled to:

- 4.5.1. Refuse to indemnify the loss caused by **an Insured Event** if **You** prevent **Us** from exercising **Our** rights hereunder.
- 4.5.2. Inspect and take photos of the damaged or destructed property of the **Third Party(ies)**.
- 4.5.3. Appoint an independent expert to investigate and determine the circumstances surrounding the **Insured Event** and/damage inflicted to the property of **Third Party(ies)**, and to estimate the amount of damage.
- 4.5.4. Request information from competent authorities to help **Us** investigate and determine circumstances surrounding the **Insured Event**.
- 4.5.5. If criminal proceedings are instituted in connection with the **Insured Event**, postpone claims payment until court decision enters into force.
- 4.5.6. Calculate repair/reinstatement value of the damaged/destructed property of **Third Party(ies)**.

5. Documents to be Provided in Case of the Insured Event

- 5.1. **We** have the right to reject Insurance Indemnity if **You** fail to submit to **Us** documents listed in this clause below or if **You** violate the deadline specified below on inexcusable grounds (E.g. **You** fail to provide a valid reason for the delay in submitting the document).

Documents shall be submitted within 30 (thirty) calendar days following the Insurance Event. You must present the following documents:

- 5.1.1. Written request for **Insurance Indemnity** with the description of the **Insured Event**.
- 5.1.2. Copy of the registration certificate of the **Vehicle** indicated in the **Insurance Policy**.

- 5.1.3.** Driving license and ID certificate of a person driving the **Vehicle** indicated in the **Insurance Policy** at the time of the **Insured Event**, together with the medical examination certificate and/or alcotest confirming the driver was not under the influence of alcohol at the time of the **Insured Event**.
- 5.1.4.** Official documents issued by the competent authorities certifying occurrence of the **Insured Event**, and detailing the following: date and place of the road accident, the scheme of the road accident, identity of all participants, together with name, surname, address and contact phone number of the person(s) at fault.
- 5.1.5.** **Beneficiary's** ID certificate (in case of legal entity – name and registration number).
- 5.1.6.** Information and documentation issued by official or state authorities necessary for the loss settlement.
- 5.1.7.** Other additional document(s)/any information required to determine circumstances that lead to damage and/or to estimate the amount of such damage.
- 5.1.8.** At **Our** request, the original copies of the documents submitted by **You**, and a final court decision on compensation for damage (s) to a **Third Party(ies)**.
- 5.1.9.** Notice of claim brought against **You** by **Third Party(ies)**.
- 5.1.10.** All information and documents related to the damage inflicted to property and/or life and/or health of **Third Party(ies)**.
- 5.1.11.** All information and documents related to the damage inflicted to property and/or health and medical treatment of **Third Party(ies)** (documents issued by a medical facility – documents certifying provision of emergency medical treatment, medical records (Form #100), original documents certifying services provided, specialist consultations, clinical and lab test reports, etc.).
- 5.1.12.** In case of property damage, document certifying ownership rights of **Third Party(ies)** over the damaged property.
- 5.2. In Case of death of Third Party(ies):**
- 5.2.1.** Death certificate and forensic examination report.
- 5.2.2.** Document certifying the right of the beneficiary of the deceased **Third Party(ies)** to receive indemnification hereunder (certificate of inheritance indicating the share of inheritance in total estate).
- 5.2.3.** In case of any dispute between **You** and affected **Third Party(ies)**, the basis of **Insurance Indemnity** shall be the court decision, determining **Your** liability to compensate the loss inflicted on to **Third Party(ies)**. However, if during court proceedings **You** admit **Your** liability to fully or partially pay the claim without **Our**

prior written consent, shall be free from any liability to indemnify the claim.

6. Terms and Conditions of Insurance Indemnity

- 6.1. Decision to indemnify the loss as well as the amount of **Insurance Indemnity** shall be made by **Us** within 10 (ten) working days after receipt of all requested documents.
- 6.2. Total amount of **Indemnity** payable by **Us** during the Insurance Period is limited to the **Limit of Liability/Sub-limit** and is reduced by amount(s) already indemnified by **Us**.
- 6.3. **We** will pay **Insurance Indemnity** within **5 (five)** working days from date of signing the Claims Settlement Act by both parties or the date of remote settlement.
- 6.4. **We** will pay **Insurance Indemnity** to the **Third Party** (or his/her legal representative).
- 6.5. **Insurance Indemnity** shall be paid through bank transfer.

7. Claims Settlement

- 7.1. By request of the **Beneficiary**, **We** are authorized to settle the **Insured Event** in one of the following ways:
 - Pay **Insurance Indemnity** on the basis of **Your** wet signature on the Claims Settlement Act; Or
 - Pay **Insurance Indemnity** on the basis of electronic confirmation of the Claims Settlement Act by the **Beneficiary**; Or
 - Pay **Insurance Indemnity** on the basis of phone confirmation of the Indemnity amount by the **Beneficiary**.
- 7.2. During the claim settlement process **We** will communicate with **You** and provide remote services using **Priority Telephone Number**.
- 7.3. **We** will retain SMS message(s) and/or audio record(s) of **Your** telephone conversations with **Our** authorized representative during the claim settlement process.

! 8. Insurance Agreement and How It Enters into Force

- 8.1. **Insurance Agreement** enters in force at 24:00 hours of the inception date and is valid until 24:00 hours of the expiry date as indicated in the **Insurance Policy**.
- 8.2. **Insurance Period** and the respective **Insurance Policy** is subject to continuous automatic renewal under same **Insurance Terms & Conditions** for consecutive 12-month (twelve) periods, provided no claim has been reported during current **Insurance Period**.
- 8.3. If **We** decide not to renew the **Insurance Policy**, **We** shall give **You** 14 (fourteen) days advance notice before the expiry date of the current **Insurance Period**.
- 8.4. Should **You** decide not to renew the **Insurance Policy**, **You** shall notify **Us** thereof within 14 (fourteen) days before the **Insurance Policy** expiry date.
- 8.5. Until **You** pay the **Insurance Premium** in lump sum or its first installment, **We** are free from any liability to pay the claim.

! 9. Insurance Premium, Terms of Payment and Consequences of Non-Payment

- 9.1. Amount of the **Insurance Premium** and premium payment schedule is indicated in the **Insurance Policy**.
- 9.2. If **You** fail to pay **Premium** in lump sum or its first installment by the end of the calendar month in which the **Policy** was issued, **We** will cancel **Insurance Agreement** from the date of inception without any further notice.

Example

Insurance Agreement was signed on 14th of May. If **You** fail to pay first premium installment before 1st of June, **Insurance Agreement** shall be canceled from 14th of May.

- 9.3.** If **You** fail to pay **Insurance Premium** (any installment other than the first one) on a due date as specified by the premium payment schedule in the **Insurance Policy**, **You** will have additional 14 (fourteen) calendar days to pay the outstanding premium. If premium is not paid within 14-day (fourteen) period, losses occurring after the expiry of the above mentioned period, shall not be indemnified. If after the expiry of 30 (thirty) calendar days from the due date, outstanding premium is not paid, **We** will unilaterally terminate (at 24:00 hours of the 30th day) the **Insurance Agreement/Policy**.

Example

Insurance Agreement was signed on **14th of May** and **insurance premium** is being paid monthly. Next premium payment **due date** is **14th of August**.

1st scenario: Road accident occurred on **20th of August**, premium installment was not paid by then. Since road accident occurred during grace period (from 14th of August till 27th of August), loss shall be indemnified.

2nd scenario: Road accident occurred on **28th of August**, premium installment was not paid by then. Since grace period ended on 27th of August, the claim will be rejected.

! 10. Insurance Premium Payment Terms in case of Early Termination of the Insurance Agreement

- 10.1.** If **We** terminate **Insurance Agreement** due to non-payment of **Insurance Premium** within 30 (thirty) calendar days from the due date, **You** shall pay unpaid portion of the earned premium at the time of termination.
- 10.2.** If **Insurance Agreement** is terminated upon **Your** request and if no claim has been reported during the policy period, **You** shall pay:
- unpaid portion of the Earned Premium at the time of termination of the **Insurance Agreement**;
 - penalty for early termination of the **Insurance Agreement** in the amount of 10% of the **Unearned Premium**.

Example

One year **Insurance Agreement** was signed on 1st of January and was terminated in **265 days**. Annual premium under the Agreement is **GEL 730**, of which **GEL 500** was paid.

- **Earned premium** is **GEL 530**, calculated as follows:

$$\frac{\text{GEL 730 (annual premium)}}{365 \text{ days (insurance period)}} \times 265 \text{ days (number of days We were on risk)}$$

- **Unearned premium** is the difference between annual and earned premium – **GEL 200**.
(730 (annual premium) – 530 (earned premium)).

Premium due from You is **GEL 50** (530 (earned premium) – 500 (paid premium) + 200 (unearned premium) x 10%).

- 10.3.** In case **You** terminate **Insurance Agreement** before the expiry date under which **Insurance Indemnity** has been paid, **You** shall pay **Insurance Premium** in full, regardless of the amount indemnified and the period **Insurance Agreement** was in force.

11. Termination of the Insurance Agreement

11.1. Insurance Agreement may be terminated:

- 11.1.1.** At **Your** initiative at any time, based on 5 (five) calendar days preliminary written notice.
- 11.1.2.** At **Our** initiative at any time, based on 14 (fourteen) calendar days preliminary written notice.
- 11.1.3.** At **Our** initiative, at any time, based on preliminary written notice, if it is found that the information provided by **You** is inaccurate, incomplete, false or misleading.
- 11.1.4.** At **Our** initiative, within 1 (one) month upon receiving notice in regards to sale of the **Insured Vehicle**, by giving 1 (one) month preliminary notice of cancellation
- 11.1.5.** At **Our** initiative without any preliminary notice, if:
- **We** have fully performed our obligations under the **Insurance Policy/Limit of Liability** has been expired.
 - The **Vehicle** Indicated in the **Insurance Policy** does not exist due to any reason other than the **Insured Event**.
 - **Insurance Premium** is 30 (thirty) calendar days overdue.

11.2. Insurance Agreement shall also be terminated:

- 11.2.1.** Upon expiry of the **Insurance Period** under the **Insurance Policy**.
- 11.2.2.** If **We** stop operation in accordance with the current legislation.
- 11.2.3.** Based on preliminary written agreement between us.
- 11.2.4.** In other cases provided by the Georgian legislation.

12. Notifications and Communications

- 12.1.** For the purpose of this insurance, **Your Priority Address/Priority Telephone Number/Priority E-mail Address** shall be used for communications with **You** (including in the process of claim(s) settlement).
- 12.2.** A letter sent by **Us** to the **Priority Address** or a message (including SMS) sent to the **Priority Telephone Number/Priority E-mail Address** shall be deemed to be an official written notice made by **Us**.
- 12.3.** In case a message is being sent to the **Priority Telephone Number/Priority E-mail Address**, the date of sending of such message shall be deemed to be the date of its receipt by **You**.
- 12.4.** Any notice/correspondence sent by **Us** to the **Priority Address** shall be deemed accepted by **You**, regardless of whether **You** actually reside at this address or whether the address had been indicated incorrectly/inaccurately.

13. Disputes Resolution

- 13.1.** Any disputes or controversies arising from present **Insurance Terms and Conditions** shall be solved through negotiations. In case the parties fail to reach an agreement, the dispute shall be solved in the Georgian court, in accordance with the legislation of Georgia.
- 13.2.** The Georgian version of the present Insurance Terms and Conditions shall prevail in case of any inconsistency with the translated versions.

14. Confidentiality

- 14.1.** Any information exchanged by the parties (whether verbally or in writing) shall be deemed confidential and must not be disclosed to any third party(ies) without preliminary consent of the other party, except where such disclosure is required by the current Georgian legislation or present Terms and Conditions.

15. Personal Data Processing

- 15.1.** You entitle **Us** to process **Your** personal data received in the course of concluding **Insurance Agreement**, including special category data, for the purpose of: a) providing insurance services; b) protecting **Our** interests; c) performing **Our** contractual and/or legal obligations; and d) claims settlement. For the same purposes, **We** are also entitled to request **Your/Beneficiary's** and/or any **Authorized Driver's** personal information and/or other necessary documents from any private or public institution, including, JSC „TBC Insurance“ subsidiaries/affiliated companies, Service Agency of the Ministry of Internal Affairs of Georgia and/or Public Service Development Agency.
- 15.2.** You entitle **Us** to process **Your** personal data received in the course of concluding **Insurance Agreement**, for direct marketing purposes, namely to offer new insurance products and services. The subject of the data may at any time request that **We** stop using his/her data for direct marketing purposes in the same form as the direct marketing - in writing or via telecommunication.
- 15.3.** You entitle **Us** to process **Your/Beneficiary's** and/or any **Authorized Driver's** personal data and to make it available to our partner organizations, for the purpose of offering insurance services and/or quality control and/or insurance related studies.
- 15.4.** You entitle **Us** to process **Your** insurance related information (insurance period, status, **Insurance Premium**, etc.) in order to perform our contractual or legal obligations, and to make it available for our agent(s) and/or partner organizations who need it to properly perform their duties.
- 15.5.** You entitle **Us** in case of the **Insured Event** to pass **Your/Beneficiary's** and/or any **Authorized Driver's** full personal data to the „Insurance Information Bureau“ LLC (identification code 204558433), as well as information about the **Insured Event** and its participants.