Avtomini Insurance Terms and Conditions

#MO-E-003/20

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 indicated in the Insurance Policy, 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, if not otherwise provided by the Insurance Policy
Third Party	Any legal entity or individual other than the Insured, Beneficiary, Owner of the Insured Vehicle, their family member(s), passenger(s) and driver of the Insured Vehicle
Family Member	Spouse, children, stepchildren and/or parents (including foster parents) of the Insured, Beneficiary, Owner or Authorized Driver
Identified Third Party	For the purpose of CASCO insurance, Identified Third Party is a person identified as such in official documents issued by the law enforcement authorities
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
Insurance Premium/Premium	Cost of insurance to be paid in the amount and form as indicated in the Insurance Policy

Risk Insured	An unexpected event indicated in the Insurance Policy, occurrence of which may cause damage to and/or destruction of the Insured Vehicle or liability to Third Party(ies)
Insured Event	An Event caused by an Insured Risk(s), which is subject to indemnification under present Terms and conditions
Insurance Indemnity	Amount payable by the Insurer upon occurrence of the Insured Event
Limit of Liability	Maximum amount that can be indemnified by the Insurer during the Insurance Period Limit of Liability per each section shall be defined separately and is indicated in the Insurance Policy
Sub-limit	Maximum amount that can be indemnified by the Insurer for specific Risk Insured during the Insurance Period Sub-limits are indicated in the Insurance Policy
Territory of Cover	Territory indicated in the Insurance Policy, where insurance cover is valid
Insured Vehicle	A vehicle indicated in the Insurance Policy
Vehicle for Personal Purposes	A vehicle owned by or entrusted to an individual and/or legal entity, and 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	An event caused by a moving vehicle, which involves Insured Vehicle and causes bodily injury or death of any third party or damage to any vehicle, cargo, building or other property.
Natural Disaster	Flood, storm, landslide, landslip, hail, earthquake and lightning
Vandalism	Damage to or destruction of the Insured Vehicle by a Third Party(ies), thereby triggering criminal proceedings by law enforcement agencies

Technical Malfunction	Condition whereby Insured Vehicle 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
CASCO	Hull of the vehicle and its OEM (Original Equipment Manufacturer) parts, including mirrors, fittings, and essential accessories
Non-OEM Details	Any parts, details or accessories of the vehicle, not listed in the vehicle set as per VIN code, including plate number
Market Value	Price of the vehicle or its parts (similar to that of the Insured Vehicle or its parts) on the Georgian market at the time of the Insured Event
Reinstatement Value	Market value of works, materials and spare parts at the time of the Insured Event, necessary to reinstate the vehicle damaged as aresult of the Insured Event
Deductible	Amount indicated in the Insurance Policy, not payable by the Insurer and which is deducted from the amount of each and every loss
Total Loss / Destruction	Event, where cost of repair equals or exceeds 70% of the Market Value of the Insured Vehicle at the time of the Insured Event
Partial loss	Event, where cost of repair is less than 70% of the Market Value of the Insured Vehicle at the time of the Insured Event
Residual Value	Value of the Vehicle on the Georgian market, after Total loss/Destruction;
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.

1. Insurance Covers/Sections

1.1. Present Terms and Conditions include following Insurance covers/sections:

Section A: Damage to or **Total Loss/Destruction** of the **Insured Vehicle (Casco)** as a result of occurrence of the **Risks Insured**;

Section B: Motor **Third Party Liability**.

1.2. Details of insurance cover and **Risks Insured** are indicated in the **Insurance Policy**.

1.3. Under **Motor Third Party Liability** section**, We** will indemnify loss resulting from property damage or bodily injury or death of **Third Party(ies)** caused by an **Authorized Driver** while driving an Insured Vehicle**.**

2. Section A – CASCO Insurance

2.1 Risks Insured

2.1.1. Under **CASCO insurane** section**, We** will indemnify damage to or **Total Loss/Destruction** of the **Insured Vehicle** occurred during the **Insurance Period** as a result of the following **Risks Insured**:

- **Road Accident** caused by **Identified Third Party(ies);**
- Fire, explosion, falling objects, theft, burglary, robbery or any attempt thereof, vandalism;
- **Natural Disasters.**
- Damage to the windshield, when only windshield is damaged, without further damage to other part (s) of the **Insured Vehicle**.

2.2 Amount of Insurance Indemnity

2.1.2. In case of Partial Loss:

2.1.2.1. **We** will indemnify the **Reinstatement Value** of damaged vehicle, less the amount of **Deductible** indicated in the **Insurance Policy** and the difference between the amount of **Deductible** and compensation **You** have received from any **Third Party(ies).**

Example
Reinstatement Value of the damaged parts is GEL 6,700. The party responsible for the Road Accident paid You GEL 500 as a compensation. Deductible under the Policy is GEL 50.

Amount of Indemnity: 6,700 – (500 – 50) – 50 = 6,200 GEL

2.1.2.2. If the amount of Insurance Indemnity payable by **Us** exceeds 40% of the **Limit of Liability** specified for this section, the amount of Indemnity shall be also reduced by the amount of unpaid **Insurance Premium**.

Example

Reinstatement Value of the damaged parts is GEL 6,700. The party responsible for the Road Accident paid You GEL 500 as a compensation.

Limit of Liability is GEL 10,000, deductible – NIL, and the unpaid Premium at the time of the Insured Event is GEL 200.

Since the amount of Indemnity (GEL 6,200) exceeds 40% of the Limit of Liability, unpaid Premium will also be deducted.

Amount of Indemnity: 6,700 – 500 – 200 = 6,000 GEL

2.1.2.3. In case only windshield is damaged, without further damage to other part(s) of the **Insured Vehicle**, **We** will indemnify the reinstatment/replacement value of the windshield, within the Sub-limit specified in the **Insurance Policy**.

Example

Only Windshileld has been damaged by stone while driving.

Reinstatement/replacement value of the windshiled is GEL 1,200. The Policy specifies GEL 1,000 as a Sub-limit in case of damage of a windshiled, subsequently We will indemnify GEL 1,000 only.

2.1.2.4. After **We** pay the loss**, You** must transfer ownership rights over the replaced parts to **Us**, if **We** request so.

2.1.3. In case of Total Loss/Destruction:

2.2.2.1. **We** will indemnify **Market Value** of the **Insured Vehicle**, less **amount** of **Deductible** specified in the **Insurance Policy**, difference between the compensation **You** received from any **Third Party(ies)** and the amount of **Deductible**, amount(s) already indemnified by **Us** during the **Insurance Period**, total unpaid premium for the the **Insurance Period** and the **Residual Value** of the **Insured Vehicle**.

Example
Limit of Liability is GEL 10,000, deductible– NIL. Unpaid Premium – GEL 200 and already indemnified loss - GEL 500.

Insured vehicle has been damaged as a result of a road accident, the Market Value of which at the time of the Insured Event was GEL 20,000.. Reinstatment Value of the damaged vehicle is GEL 15,000, and the Residual Value - GEL 2,000. As Reinstatment Value exceeds 70% of the Market Value, the Vehicle will be considered a Total Loss. Therefore, the amount of loss is 18,000 GEL (20,000 - 2,000 = 18,000).

Maximum amount of our liability is 10 000 GEL, however, taking into account unpaid premium and already indemnified loss, the final amount of indemnity is 9,300 GEL (10,000 -200 - 500 = 9,300).

2.2.2.2. If **Residual Value** is not deducted from the amount of Indemnity, **You** must transfer the right of ownership of the Damaged Vehicle to **Us.** Decision weather to deduct the **Residual Value** from the Insurance Indemnity is made by **Us.**

2.2.2.3. When ownership rights are transferred to **Us** as a result of **Total Loss/ Destructoin** of the **Insured Vehicle**, any unpaid administrative fine(s), penalty(ies) and expense(s) related to the ownership or operation of the **Insured Vehicle** shall be deducted from the amount of Indemnity.

2.1.4. In case Total Loss/Destruction of the Insured Vehicle is caused by Theft/Burglary/Robbery:

2.2.3.1. If the **Insured Vehicle** is found within 30 (thirty) calendar days following the date of the **Insured Event** as indicated in the certificate on criminal proceedings issued by the Ministry of Internal Affairs of Georgia, **You/Beneficiary** are not entitled to refuse the right of ownership over the vehicle. If by the time of finding the **Insured Vehicle We** have paid the claim, **You/Beneficiary** will have to return to **Us** the amount received as Indemnity, within 60 (sixty) calendar days after finding of the **Insured Vehicle**. The exact amount to be refunded shall be estimated by **Us**, based on the value of the **Insured Vehicle** and/or cost of repairs if the found vehicle appears to be damaged.

2.2.3.2. If the **Insured Vehicle** is found after expiry of 30 (thirty) calendar days following the date of the **Insured Event** as indicated in the certificate on criminal proceedings issued by the Ministry of Internal Affairs of Georgia, the right of ownership over the **Insured Vehicle** shall be transferred to **Us**.

2.3 Loss Estimation

2.3.1. Amount of loss shall be estimated based on the prices of second hand parts, provided by auto service center(s) selected By **Us**.

2.3.2. In case loss assesment of damaged Insured Vehicle is carried out by Auto Service Center of **Your** choise, and there is difference between the estimation of Auto Service Center selected by Us, **We** reserve the right to indemnify the loss based on the estimation, submitted by Auto Service Center of **Our** choice.

2.3.3. If the parties fail to agree on the amount of loss, the loss shall be estimated by an independent expert agency. The party initiating independent expertise shall bear all related expenses. If the parties jointly decide to appoint an expert, all related expenses shall be divided equally between the parties.

2.4 Maximum Amount of Indemnity

2.4.1. Total amount of **Indemnity** payable by **Us** during the **Insurance Period** is limited by **Limit of Liability** specified for this section.

2.4.2. In case of **Total Loss/Destruction**, if at the time of the **Insured Event Market Value** of the **Insured Vehicle**:

- is less than the **Limit of Liability**, the amount to be indemnified by **Us** shall be limited to the **Market Value** of the **Insured Vehicle** at the time of the **Insured Event**.

- exceeds **Limit of Liability**, total amount to be indemnified by **Us** shall be limited to the **Limit of Liability.**

2.4.3. If only windshield is damaged, and there is no damage to other parts of the **Insured Vehicle**, the amount to be indemnified by **Us** shall be limited by the corresponding **Sub-limit**.

2.4.4. **Limit of Liability/Sub-limit** shall be reduced by amount(s) already indemnified by **Us**.

2.5 Exclusions applicable to CASCO Section

2.5.1. The following shall not be indemnified:

2.5.1.1. **Road Accident** if the party responsible for the **accident**:
- Are **You** or any **Authorized Driver**; or
- Are **You** and any third party(ies) (mutual fault); or
- Is not identified.

2.5.1.2. **Road accident**, for which there is no fine ticket issued by police.

2.5.1.3. Theft, if the registration certificate and/or keys were left in the **Insured Vehicle**.

2.5.1.4. Theft, if the **Insured Vehicle** was left unattended (not locked), windows were left down or keys of the **Insured Vehicle** have been passed to a **non-authorized driver**.

2.5.1.5. Theft, burglary of the catalyst of the **Insured Vehicle**.

2.5.1.6. Any loss due to depreciation, corrosion, rust.

2.5.1.7. Loss due to any reason other than the **Risks Insured**.

2.5.1.8. Damage to or destruction of non-factory details, equipment or accessoires (including tele audio video equipment) installed in/on the **Insured Vehicle**.

2.5.1.9. Loss caused by damage or destruction of foldable/removable roof (including tent) of the **Insured Vehicle** and/or its mechanism.

2.5.1.10. Any loss of or damage to the plate number of the **Insured Vehicle**.

2.5.1.11. Loss caused by Damage to tires unless other parts of the **Insured Vehicle** are also damaged.

2.5.1.12. Damage caused to the **Insured Vehicle** in unknown circumstances by unidentified person(s).

2.5.1.13. Cost of repairs, replacement and/or reinstatement of those parts of the **Insured Vehicle** that were damaged before the **Insured Event**.

2.5.1.14. Loss caused by Event(s) listed in the General Exclusions.

3. Section B – Motor Third Party Liability Insurance

3 1. Insurance Indemnity and rule of calculation

3.1.1. Under M**otor Third Party Liability** section, within the **Limit of Liability** indicated in the **Insurance Policy** for this section**, We** will indemnify:

- Compensation payable to **Third Party(ies**) by the owner/A**uthorized Driver** of the **Insured Vehicle**, 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 payment of compensation 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 circumstances surrounding the **Insured Event** and estimating the loss, but limited to 20% of the **Limit of Liability** specified for this section.

- Any reasonable expenses incurred to save life and/or property of **Third Party(ies)** or to minimise loss resulting from the **Insured Event**.

3.1.2. 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** for this section:

- Cost of emergency medical care provided to **Third Party(ies)** and confirmed by appropriate financial and medical documentation.

- Oficially verified income, lost by **Third Party(ies)** as a result of full or partial disability, however 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 for this section, if such expenses are not covered by state healthcare or other authorities.

- Part of the oficially 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, however not exceeding total income for the last 12 (twelve) calendar months before the **Insured Event**.

3.1.3. 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** for this section:

- In case damaged property cannot be restored - market or reinstatement 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.

3.2 Maximum Amount of Indemnity

3.2.1. Total amount of indemnity payable by **Us** during the **Insurance Period** is limited to the **Limit of Liability** specified for this section in the **Insurance Policy.**

3.2.2. 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 as a single **Insured Event**. If **Your** total liability exceeds **Limit of Liability** specified for this section 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**.

Example

Limit of Liability under the Policy is GEL 20,000.

Three persons were injured as a result of a Road Accident. The court found You Guilty for causing the accident and imposed to pay compensation to the affected third parties GEL 25,000 in total, split as follows:

- **1st person: GEL 12,000**
- **2nd person: GEL 10,000**
- **3rd person: GEL 3,000**

The shares of the affected third parties are as follos:

- **1st person: 48% (12,000 / 25,000 x 100)**
- **2nd person: 40% (10,000 / 25,000 x 100)**
- **3rd person: 12% (3,000 / 25,000 x 100)**

We will apply same proportion to the Limit of Liability and pay in total GEL 20,000:

- **1st person: GEL 9,600**
- **2nd person: GEL 8,000**
- **3rd person: GEL 2,400**

Total amount to be paid: 20,000 x 48% + 20,000 x 40% + 20,000 x 12% = 9,600 + 8,000 + 2,600 = 20,000 GEL.

3.2.3. **Limit of Liability** specified for this section shall be reduced by the amount(s) already indemnified by **Us** during the **Insurance Period**.

3 2. Exclusions applicable to Motor Third Party Liability Section

3.3.1. The following shall not be indemnified :

3.3.1.1. Loss, where the damaged party is **You**, **Beneficiary**, owner of the **Insured Vehicle**, their or **Your** family member(s), or driver and/or passengers of the **Insured Vehicle**.

3.3.1.2. Liability to **Third Party(ies)** accepted and/or expenses incurred without **Our** prior written consent.

3.3.1.3. Health impairment/death of a **Third Party(ies)** occurring after expiration of 12 (twelve) calendar months from the date of the **Insured Event**.

3.3.1.4. Pure financial loss without bodily injury or property damage to a **Third Party(ies)**.

3.3.1.5. **Insured Event** occurred outside the **Territory of Cover** as indicated in the **Insurance Policy**.

3.3.1.6. Loss caused by Event(s) listed in the General Exclusions.

General Conditions Applicable to All Sections

4. Rights and Obligations of the Parties

4 1. You are obliged to:

4.1.1. Provide Us with all necessary information that may influence risk assessment at the time of signing of the **Insurance Agreement** as well as during the whole **Insurance Period**.

4.1.2. Immediately notify **Us** in writing about any changes in the following circumstances (sale of the **Insured Vehicle**, its pledging in favor of any **Third Party** and/or seizure, or change in operating conditions) during the **Insurance Period**.

4.1.3. Introduce Insurance Terms and Conditions to the **Beneficiary** and all **Authorized Drivers.**

4.1.4. Fully and timely pay **Insurance Premium**, according to the premium payment schedule indicated in the **Insurance Policy**.

4.1.5. Immediately notify **Us** about the loss of keys/alarm remote control of the **Insured Vehicle**.

4.1.6. Maintain the **Insured Vehicle** in a **Roadworthy Condition** during the whole **Insurance Period.**

4.1.7. Allow **Us** and **Our** authorized representative to inspect the **Insured Vehicle** and to take photos before inception and/or at any time during the **Insurance Period**.

4.1.8. Lock the **Insured Vehicle** if left unattended and turn on the alarm system (if any).

4.1.9. Take all possible measures to save the **Insured Vehicle** and minimize the loss.

4.1.10. Immediately notify **Us** about any summons, notifications, messages, actual or possible/potential claims related to the **Insured Event**.

4.1.11. Immediately notify **Us** about any claim and/or legal action brought against **You** in relation to the **Road Accident**.

4.1.12. Not to admit any liability arising from the **Insured Event**, without **Our** prior written consent.

4.1.13. Provide **Us** with all the information and documents issued by the public or state authorities, necessary to settle the claim.

4.1.14. Not to leave the registration certificate in the **Insured Vehicle**.

4.1.15. Take the damaged **Insured 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.

4.1.16. Not repaire the damaged **Insured Vehicle** without **Our** prior consent.

4.1.17. Cover all the existing administrative fines, penalties and expenses related to the ownership and operation of the **Insured Vehicle,** if the right of ownership over the destructed **Insured Vehicle** is transferred to **Us**

4.1.18. Arrange signing of the Claims Settlement Act by the **Beneficiary** indicated in the **Insurance Policy**, within 5 (five) working days after agreement on the final amount of Indemnity.

4.1.19. Ensure that photos of the repaired **Insured Vehicle** are taken by **Us** or **Our** representative after **We** indemnify the loss.

4.1.20. Notify **Us** in writing about any changes in the address (registered and/or actual) and/or mobile phone number provided by the time of signing the **Insurance Agreement**.

4 2. We undertake to:

4.2.1. Issue a document (**Insurance Policy**) which certifies conclusion of the **Insurance Agreement** between us.

4 3. You are entitled to:

4.3.1. Request from **Us** a document (**Insurance Policy**) which certifies conclusion of the **Insurance Agreement**.

4.3.2. Refuse amended Terms and Conditions and terminate the **Insurance Agreement**, if we offer revised insurance Terms and Conditions following sale of the **Insured Vehicle**, its pledging in favor of a third party and/or seizure, or change in its operating conditions.

4 4. Beneficiary is entitled to:

4.4.1. Request **indemnification** from **Us** in accordance with present Terms and Conditions and the corresponding **Insurance Policy**.

4 5. We are entitled to:

4.5.1. Offer **You** new **Insurance Agreement** on different terms and conditions in case **Insured Vehicle** is sold, pledged in favor of any third party and/or seized, or if its operating conditions are changed.

4.5.2. Unilaterally terminate the **Insurance Agreement** by sending **You** a written notice, if any information provided by **You** to **Us** appears inaccurate, incomplete, fraudulent or misleading.

4.5.3. Request original copies of documents from **You**, if needed.

4.5.4. Request copy of the enforceable court decision on compensation of damages inflicted to **Third Party(ies)**.

4.5.5. Take full control over legal procedures necessary to settle the claim(s) brought against **You** by **Third Party(ies)**.

4.5.6. Unilaterally change present Terms and Conditions without sending a notification to **You**, if such change improves **Your** position and/or **Our** services.

5. Your Obligations in Case of the Insured Event

5 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.

5 2. In case of the Insured Event You are obliged to:

5.2.1. Immediately contact **Us** via hotline (2 42 22 22) and provide full information about the **Insured Event**. If damage/destruction of the **Insured Vehicle** was caused by a **Natural Disaster**, **You** must contact us no later than within 7 (seven) calendar days from the event.

5.2.2. Immediately call the police (112). This is not necessary in case of damage of a windshield or if damage/destruction of the **Insured Event** was caused by a **Natural Disaster**.

5.2.3. Not to move the **Insured Vehicle** 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 police.

6. Our Rights in Case of the Insured Event

6 1. In case **You** prevent **Us** from exercising **Our** rights hereunder, **We** reserve the right to refuse to indemnify the loss caused by an **Insured Event**.

6 2. In case of an Insured Event We are entitled to:

6.2.1. Inspect and take photos of the **Insured Vehicle.**

6.2.2. Inspect and take photos of the damaged or destructed property of the **Third Party(ies)**.

6.2.3. Appoint an independent expertise in order to investigate and determine the circumstances causing the damages to the **Insured Vehicle** and / or property of **Third Party(ies)**, and to specify the extent of such damages.

6.2.4. Request information from competent authorities to help **Us** investigate and determine circumstances in connection to the **Insured Event**.

6.2.5. Request additional documentation depending on the circumstances of the **Insured Event**.

6.2.6. Request any information **We** deem important to determine causes of and/or the amount of loss.

6.2.7. If criminal proceedings were instituted in connection with the **Insured Event,** postpone claims payment until court decision enters into force.

6.2.8. Calculate repair/reinstatement value of the damaged **Insured Vehicle** and/or damaged/destructed property of **Third Party(ies)**.

6.2.9. Request to transfer rights of ownership over the:

- replaced parts of the **Insued Vehicle,** in case of **Partial Loss** as a result of the **Insured Event;**.
- **Insured Vehicle,** in case of **Total Loss/Destruction** as a result of the **Insured Event** and where **Indemnity** has been paid.
- **Insured Vehicle,** where such vehicle was lost as a result of theft/burglary/robbery and where **Indemnity** has been paid.

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

7 1. **We** have the right to refuse to pay **Insurance Inmdenity** if **You** fail to submit to **Us** documents listed in this clause below. Documents shall be submitted within 30 (thirty) calendar days following the **Insurance Event**. **You** must present the following:

7.1.1. Written request for **Insurance Indemnity** with the description of the circumstances surrounding in connection with the **Insured Event**.

7.1.2. Copy of the registration certificate of the **Insured Vehicle** or the original registration certificate in case of **Total Loss/Destruction**.

7.1.3. Copy of the driving license and ID certificate of a person driving the **Insured Vehilce** 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**.

7.1.4. Official document 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 number of the person(s) at fault.

7.1.5. **Beneficiary's** ID certificate.

7.1.6. Any other additional document(s) reasonably requested by **Us**, depending on the circumstances of the **Insured Event**.

7 2. In case theft of the Insured Vehicle, You must additionally provide:

7.2.1. Set of original factory keys, original copy of the registration certificate, and alarm control panel, if any.

7.2.2. Copy of the decision to start criminal proceedings.

7.2.3. Original copy of the Letter of Attorney, if any, issued in connection with the lost **Insured Vehicle**.

7 3. In case of damage inflicted to Third Party(ies):

7.3.1. Notice of claim brought against **You** by **Third Party(ies)**.

7.3.2. All information and documents related to the damage inflicted to property and/or life and/or health of **Third Party(ies)**.

7.3.3. 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.).

7.3.4. Copy of ID certificate of the **Beneficiary** (in case of legal entity – name and registration number).

7.3.5. In case of property damage, document certifying ownership rights of **Third Party(ies)** over the damaged property.

7 4. In case of death of Third Party(ies):

7.4.1. Death certificate and forensic examination report.

7.4.2. Document certifying the right of the beneficiary of the deceased **Third Party(ies)** to receive indemnification hereunder (certificate of inheritance determining the share of inheritance in total estate).

7.4.3. 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 **Third Party(ies)**. However, if during court proceedings **You** admit **Your** liability to fully or partially pay the claim without **Our** prior written consent, **We** shall be free from any liability to **indemnify** the claim.

8. Terms and Conditions of Insurance Indemnity

8.1. 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.

8.2 We will pay Insurance Indemnity:

8.2.1. Within 5 (five) working days after submission of all the necessary documents and signing of the Claims Settlement Act by both parties.

8.2.2. In case of theft, burglary and/or robbery of the **Insured Vehicle**, if the **Insured Vehicle is** not found within 30 (thirty) calendar days after declairing the incident to the police, within 10 (ten) working days after expiry of such 30-day period and signing of the Claims Settlement Act by both parties.

8.2.3 In case of partial loss to the **Insured Vehicle**, **We** will pay **Insurance Indemnity** either to the auto service center or the owner of the **Insured Vehicle** (or his/her legal representative), at **Our** discretion.

8.2.4. In case of **Total Loss/Destruction** of the **Insured Vehicle**, **We** will pay **Insurance Indemnity** either to the owner of the **Insured Vehicle** or his/her legal representative. If **We** decide to retain totally damaged **Insured Vehicle**, payment of the **Insurance Indemnity** shall be subject to transferring ownership rights over the **Insured Vehicle** to **Us**.

8.2.5. **Insurance Inmdenity** shall be paid through bank transfer.

9. Claims Settlement

9 1. By request of the **Beneficiary, We** are authorized to settle the insurance 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** ion 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**.

9 2. During the claim settlement process **We** will communicate with **You** and provide remote services using **Priority Telephone Number**.

9 3. **We** will retain audio record(s) of **Your** telephone conversations with **Our** authorized representative during the claim settlement process and/or SMS message(s).

10. General Exclusions for All Sections

10 1. **We** are free from any liability to indemnify the loss if:

10 1.1 **You** provided **Us with** incorrect, inaccurate, fraudulent or misleading information.

10 1.2 **You** failed to inform **Us** about sale of the **Insured Vehicle**, its pledging in favor of any third party and/or seizure, or change in operating conditions during the **Insurance Period**.

10 1.3 **Insured Vehicle** was being used for **non-Personal Purpose**.

10 1.4 Damage of the **Insured Vehicle** was caused by an animal, bird, rodent, except for cases where damage occurred as a result of collision with an animal whose owner has been identified and found at fault based onthe official documents issued by the law enforcement agencies.

10 1.5 At the time of the **Insured Event Insurance Premium** is overdue for more than 14 (fourteen) calendar days.

10 1.6 The damage existed prior to the conclusion of the **Insurance Agreement** and / or occurance of the **Insured Event**.

10 1.7 At the time of the the **Insured Event Authorized Driver** 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**.

10 1.8 At the time of the **Insured Event Insured Vehicle** was being driven by a **Non-Authorized Driver** or a person not having a driving license or whose driving license was temporarily limited, suspended or withdrawn.

10 1.9 The damage was caused by gross negligence, suicide and/or self-inflicted injuries committed or attempted by **You** or **Authorized Driver**.

10 1.10 **Insured Event** occurred as a result by **Your** or **Authorized Driver's** intentional act or any attempt thereof.

10 1.11 **You**, **Beneficiary** or **Authorized Driver** intentionally caused or attempted to cause the **Insured Event**.

10 1.12 **You**, **Beneficiary** or **Authorized Driver** forged or attempted to forge any documents or information related to the **Insured Event** or indemnification.

10 1.13 Loss/damage was caused by fraud, extortion or misappropriation committed or attempted by a **Third Party(ies).**

10 1.14 Damage caused while transporting the **Insured Vehicle** as cargo, including transportation by carrier, towing or loading/unloading, (except during transportation of the **Insured Vehicle** by **Our** authorized representative).

10 1.15 Loss occurred during transportation of the **Insured Vehicle** to the impound lot or whilst staying at the impound lot.

10 1.16 **Insured Vehicle** 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.

10 1.17 Number of passengers or the weight of luggage in the **Insured Vehicle** exceeded the permitted amount.

10 1.18 **Insured Event** occurred outside the **Territory of Cover**.

10 1.19 VIN code of the **Insured Vehicle** does not match the VIN code of the damaged vehicle.

10 1.20 Damage to the **Insured Vehicle** 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.

10 1.21 Damage to the **Insured Vehicle** occurred on the construction site and/or territory where driving of motor transport is limited or prohibited.

10 1.22 Loss is caused by the drop in market value of the **Insured Vehicle** following repairs.

10 1.23 **Insured Event** is caused by technical malfunction of the **Insured Vehicle.**

10 1.24 **Road accident** occurred outside road yard, or garage;

10 1.25 Expenses to repair damage to the **Insured Vehicle** were incurred without **Our** prior approval.

10 1.26 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.

10 1.27 Damage is inflicted to a property that is being transported by or attached to the **Insured Vehicle**.

10 1.28 **Insured Vehicle** is not roadworthy and/or fit for driving/operation.

10 1.29 In case of double insurance, there is an attempt to receive full **Insurance Indmenity** .

10 1.30 **You** or **Beneficiary** refuse to give **Us** rights of subrogation from **Third Party(ies)** responsible for the loss, or it is impossible to exercise such rights due to **Your**/ **Beneficiary's** actions.

10 1.31 **Insured Vehicle** was moved from the place of accident before arrival of **Our** representative, or **You**/**Authorized Driver** abandoned the place of accident, unless this was requested by the Police.

10 1.32 Cost of technical maintenance and warranty repairs of the **Insured Vehicle**, replacement of locks following loss or theft of keys.

10 1.33 Cost of works/spare parts, which improve pre-insurance condition of the **Insured Vehicle**.

10 1.34 Loss is caused by wear and tear, corrosion, rust, inherent defect, use of defective materials or other natural causes.

10 1.35 Loss is 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.

10 1.36 Without having an excusable reason, **You** have breached present **Terms and Conditions** (for example, there is no valid/excusable reason for delay in submission of a document).

10 1.37 **Insured Event** is caused by war (whether declared or not), civil war, revolution, military or usurped power, riot, strike or civil disturbances, terrorism, or any attempt thereof.

10 1.38 **Insured Event** is caused by ionizing radiation or radioactive contamination, any nuclear fuel or nuclear waste, environmental pollution, transportation of radioactive, toxic, explosive or other hazardous substances.

10 1.39 Loss is caused by confiscation, arrest, seizure or actions ordered by government authorities.

10 1.40 **You**, **Beneficiary**, or **Authorized Driver** fail to fulfill **Your** obligations under the **Insurance Policy** and/or present Terms and Conditions.

10 1.41 Loss is caused by an act, commitment of which gives **Us** the right under the Georgian legislation to refuse the claim.

11. Insurance Agreement and How It Enters into Force

11 1. **Insurance Agreement** enters in force at 24:00 hours of the inception date and is valid until 24:00 hours of the expiration date as indicated in the **Insurance Policy**.

11 2. For the **Insurance Agreement** to enter into force, **You** have to:

- Take photos of the vehicle with the help of **Our** representative or through **Our** application;

- Fully and timely pay **Insurance Premium** in lump sum or its first installment, in accordance with premium payment schedule indicated in the **Insurance Policy**.

11 3. Until **You** fulfil above preconditions, **We** are free from any liability to pay the claim.

11. Insurance Premium, Terms of Payment and Consequences of Non-Payment

12.1. Amount of the **Insurance Premium** and premium payment schedule is indicated in the **Insurance Policy.**

12.2. If **You** fail to pay first premium 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 insurance premium before 1st of June, Insurance Agreement shall be cancaled from 14th of May.

12.3. 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, occurred 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.

13. Insurance Premium Payment Terms in case of Premature Termination of the Insurance Agreement

13 1. If **We** terminate **Insurance Agreement** due to non-payment of **Insurance Premium** withing 30 (thirty) calendar days from the due date, **You** shall pay unpaid portion of the earned premium at the time of termination.

13 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, together with 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 contract is GEL 730, of which GEL 500 was paid.

Earned premium is calculated as follows: annual premium / insurance period in days x number of days We were on risk = 730 / 365 x 265 = 2 x 265 = 530 GEL.

Unearned premium is the difference between annual and earned premium = 730 – 530 = 200 GEL.

Premium due from You: (530 – 500) + 200 x 10% = 30 + 20 = 50 GEL.

13 3. In case **You** prematurely terminate **Insurance Agreement** in order to insure another vehicle, provided no claim has been reported during the policy period and the new vehicle is being insured for the period of one year from the date of termination of the existing contract, **You** shall pay only unpaid portion of the earned premium at the time of termination.

13 4. In case **You** prematurely terminate **Insurance Agreement** under which **Insurance Indmenity** has been paid, **You** shall pay **Insurance Premium** in full, regardless of the amount indemnified and the period **Insurance Agreement** was in force.

13.5. If the **Insurance Agreement** is terminated because of **Total Loss/Destruction** of the **Insured Vehicle**, amount of **Insurnace Indemnity** shall be reduced by the amount of unpaid **Insurance Premium.**

14. Termination of the Insurance Agreement

14 1. Insurance Agreement may be terminated:

14.1.1. At **Your** initiative at any time, based on 5 (five) calendar days preliminary written notice.

14.1.2. At **Our** initiative at any time, based on 14 (fourteen) calendar days preliminary written notice.

14.1.3. 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 **Insured Vehicle** does not exist due to any reason other than the **Insured Event**.

- Insurance Premium is 30 (thirty) calendar days overdue.

14 2. Insurance Agreement shall also be terimnated:

14.2.1. Upon expiry of the **Insurance Period** under the **Insurance Policy**.

14.2.2. In case **Insured Vehicle** was sold to a third party, unless otherwise agreed with **Us**.

14.2.3. If **We** stop operation in accordance with the current legislation.

14.2.4. Based on preliminary written agreement of the parties.

14.2.5. In other cases provided by the Georgian legislation.

15. Subrogation

15 1. After payment of **Insurance Indemnity**, right of subrogation from **Third Party(ies)** responsible for the loss, within the amount of **Insurance Indemnity**, shall be transferred to **Us**.

15 2. **You**/**Beneficiary** must provide **Us** with all the documents and information necessary to exercise **Our** right of subrogation from **Third Party(ies)** responsible for the loss.

15 3. **You/Beneficiary** must assist **Us** within **Your** power and competence to exercise our right of subrogation and give **Us** the right to manage and control claims settlement process on **Your** behalf.

15 4. If **You**/**Beneficiary** refuse to give **Us** the right of subrogation from **Third Party(ies)** responsible for the loss or if it is impossible to exercise such right because of **Your**/**Beneficiary's** actions, **We** are free from **Our** obligation to **indemnify** the loss, and if **Insurance Indemnity** has already been paid, **We** will have the right to request it back.

16. Double Insurance

16 1. **You/Beneficiary** must notify **Us** in writing about any other **Insurance Agreement** with similar insurance covers signed with other insurance companies.

16 2. In case of **Double Insurance**, **Our** participation in the loss shall be calculated on a pro rata bases, in proportion to **Our** share in total amount of liability.

17. Notifications and Communications

17 1. For the purpose of this insurance, **Your Priority Address/Telephone Number** shall be used for communication with **You** (including in the process of claim(s) settlement).

17 2. A letter sent by **Us** to this address or a message (including SMS) sent to this telephone number shall be deemed to be an official written notice made by **Us**.

17 3. In case of sending a message to the **Priority Telephone Number**, the date of sending of such message shall be deemed to be the date of its receipt by **You**.

17 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.

18. Disputes Resolution

18 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.

19. Confidentiality

19 1. Any information exchanged by the parties (whether verbally or in writing) shall be deemed confidential and must not be disclosed to any the 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.

20. Personal Data Processing

20 1. By signing **Insurance Policy, You** entitle **Us** to process **Your** personal data received in the course of concluding **Insurance Agreement**, incuding 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 company, including Service Agency of the Ministry of Internal Affairs of Georgia and/or Public Service Development Agency.

20 2. By signing **Insurance Policy**, **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.

20 3. By signing **Insurance Policy, 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.

20 4. By signing **Insurance Policy, 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.

20 5. By signing **Insurance Policy, 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.