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PROPERTY INSURANCE TERMS AND CONDITIONS

PRH/001/24

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TBC INSURANCE

PRH/001/24

DEFINITIONS

For the purposes of this insurance, the following capitalized terms used herein shall have the following meaning:

INSURER
JSC TBC Insurance, We, Us, Our.

POLICYHOLDER
A natural person, who enters into the Insurance Agreement with the Insurer and is responsible for Premium payment, You, Your, Yours.

BENEFICIARY
A person entitled to receive Insurance Indemnity. For the purposes of Section I - owner of the Insured Property. For the purposes of Section II - any Third Party who owns the damaged property.

OWNER
Owner of the Insured Property.

SUM INSURED / LIMIT OF INDEMNITY
Maximum amount that can be indemnified by the Insurer. Limit of Liability per each section shall be defined separately and shall be indicated in the Insurance Policy.

INSURANCE PERIOD
Period of time indicated in the Insurance Policy during which insurance cover is valid.

INSURED PROPERTY
Building(s), Fixture and Fittings, and contents, located within the Territory of Cover.

BUILDING
Structural elements in the form of structures and roofs made of reinforced concrete and/or brick and/or blocks.

FIXTURE AND FITTINGS
Wall covering, ceiling, floor, windows, doors; electricity, gas, heating, plumbing (including sewerage) systems.

CONTENTS
Household appliances and furniture, namely the items specified in Appendix # 1 to this Terms and Conditions.

INSURED EVENT
An event caused by an Insured Risk(s).

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RISK INSURED
An event covered by this insurance, the occurrence of which may cause damage to or destruction of the Insured Property or property of Third Parties.

TERRITORY OF COVER
The address indicated in the Insurance Policy where the Insured Property is located/placed. Insurance shall be valid only within the Territory of Cover specified in the Policy. If the Insured Property is moved outside the Territory of Cover, insurance coverage becomes invalid.

DEDUCTIBLE
The amount indicated in the Insurance Policy, which is not payable by the Insurer, and which is deducted from the amount of each and every loss.

INSURANCE PREMIUM
Amount of money to be paid by the Policyholder to the Insurer in the amount and form as indicated in the Insurance Policy.

REINSTATEMENT VALUE
Amount required to reinstate the Insured Property, including the cost of repairs, spare parts, and any other expenses necessary to restore the property to its initial condition immediately before the Insured Event. Reinstatement Value does not include additional costs associated with improvements or alterations to the Insured Property. Reinstatement Value includes the cost of debris removal, but not exceeding 10% of the loss.

REPLACEMENT VALUE
Amount of money required to replace damaged or destroyed Insured Property with items of similar characteristics.

THIRD PARTY
Any legal entity or individual other than the Policyholder, Beneficiary, or their family member(s).

FAMILY MEMBER
Mother, father, spouse, sister, brother, son, daughter, stepson, stepdaughter, grandmother, grandfather, grandson, granddaughter, great-grandson, great-granddaughter of the Policyholder and/or Beneficiary, an individual permanently residing within the Territory of Cover.

TENANT
Natural or legal person who has entered into a lease/rental agreement with the Owner of the Insured Property (to be confirmed by the relevant evidence).

WAITING PERIOD
Period of time during which no indemnification shall be paid by the Insurer following the occurrence of the Insured Risk. The Waiting Period stands at the first 30 (thirty) calendar days starting from the Policy inception date. For the risk of fire, the Waiting Period stands at first 15 (fifteen) calendar days from the Policy inception date.

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 Insurance Policy and this Terms and Conditions, the Insurance Policy shall prevail.

INSURANCE AGREEMENT
A set of this Terms and Conditions, Insurance Policy, its Attachment(s) and Questionnaire(s) (information provided to the Insurer by the Policyholder in writing or in electronic form).

1. INSURANCE COVERS/SECTIONS:

1.1. This Terms and Conditions include following insurance covers/sections:

Section I: Property Insurance
Section II: Third Party Liability Insurance

1.2. Selected insurance cover is indicated in the Insurance Policy.

2. SECTION I - PROPERTY INSURANCE

2.1. Risks Insured:

2.1.1. Fire, lightning strike, explosion, smoke damage:

- Fire - an open fire spreading independently after it has started in a place other than the place intended for the fire. The fire also includes damage caused by an electrical fire;
- Lightning - a spark discharge in which the current flows through the Insured Property, causing damage or fire. Damage caused to an electronic device or equipment as a result of a lightning strike without causing a fire is not subject to compensation;
- Explosion - sudden and destructive release of gas or steam pressure;
- Smoke Damage – any physical external damage to Fixtures, Fittings and Contents caused by smoke, not the fire itself.

2.1.2. Theft, committed by illegal entry into the Territory of Cover, Robbery, Burglary, Vandalism committed by a Third Party (deliberate damage to or destruction of the Insured Property by a Third Party(ies)), confirmed by an official document issued by the relevant law enforcement agencies.

2.1.3. Hail, Flood (an overflow of water that submerges land that is usually dry, water ingress). For the avoidance of doubt, for the purposes of this Agreement, flood does not include damage to the Insured Property caused by poorly maintained drainage system, burst public water pipes or failure of foundation drainage systems) Strong Wind (wind speeds in excess of 25 m/sec), Earthquake (with a magnitude of 4.0 or higher on the Richter scale), **Landslide caused by natural processes, Avalanche, Weight of Snow, Land Heave, Subsidence.**

The following restrictions apply to the Earthquake risk:

- In case of an earthquake with a magnitude of 4 or higher, damage is indemnified if the Insured Property is located at a distance of no more than 50 km from the epicenter of the earthquake;
- In case of an earthquake with a magnitude of 5 or higher, damage is indemnified if the Insured Property is located at a distance of no more than 100 km from the epicenter of the earthquake;
- In case of an earthquake with a magnitude of 6 or higher, damage is indemnified if the Insured Property is located at a distance of no more than 250 km from the epicenter of the earthquake;

2.1.4. Sudden and unexpected breakdown of pipes and electrical wiring in the Insured Property.

2.1.5. Vehicle Collision.

2.1.6. If the Owner leases/rents the Insured Property to a Third Party(s) and a corresponding entry is made in the Insurance Policy, the damage to the property caused by the Tenant is additionally covered by the present Section.

2.2. Under Property Insurance Section, the following shall not be covered:

2.2.1. The following properties are excluded from coverage:

- Apartments in an apartment building;
- Buildings built before 1950;
- Depreciated and damaged buildings and structures;
- Objects built mainly of sandwich panels, wood and wood materials, tinplate, non-massive and temporary structures;
- Private houses /country houses, in connection with which losses have been recorded in the last 3 calendar years, unless otherwise provided by the Insurance Policy;
- Objects located closer than 50 meters to the riverbank and 100 meters closer to the seashore, unless otherwise provided by the Insurance Policy;
- Facilities located at an altitude of more than 1,500 meters, with the exception of properties located in Bakuriani and Gudauri, unless otherwise provided by the Insurance Policy.

2.2.2. If the property which is deemed uninsurable under this Terms and Conditions has still been insured, such property shall not be considered insured even in case of Premium payment. Paid premium shall not be refunded.

2.3. Exclusions applicable to Property Insurance Section:

2.3.1. THE FOLLOWING SHALL NOT BE INDEMNIFIED:

2.3.1.1. Loss or mysterious disappearance of the Insured Property, if the act of theft, robbery, burglary or vandalism is not confirmed by an official document issued by the relevant law enforcement agencies;

2.3.1.2. Losses caused by snow or hail entering the Insured Property through open doors, windows or other openings, made on purpose or as a result of aging;

2.3.1.3. Damage to furniture and appliances located on the balcony;

2.3.1.4. Damage to or destruction of objects located below ground level (basements, semi-basements) caused by flooding;

2.3.1.5. Earthquake damage to buildings built before 1980;

2.3.1.6. Damage caused by failure to adhere to the established standards for the operation of pipes and electrical wiring, including costs of replacing depreciated and interchangeable parts;

2.3.1.7. Damage inflicted to annex buildings built without a building permit;

2.3.1.8. Damage inflicted to the Insured Property resulting from collapse of or damage to annex buildings built without a building permit;

2.3.1.9. Any damage to the Tenant's personal property.

3. SECTION II- THIRD PARTY LIABILITY INSURANCE

3.1. Risks Insured:

3.1.1. Third Party Liability Insurance shall indemnify damage inflicted to property of Third Party(s)as resulting from possession and/or use of the Insured Property by the Owner. Insurance indemnity shall only be paid only if:

- Property damage is caused by an event occurring within the Territory of Cover during the Insurance Period specified in the Insurance Policy;
- Claim is filed with the Insurer during the Insurance Period. If the Insured Event occurs in the last calendar week of the Insurance Period, You are given additional 3 (three) calendar days for claim notification;
- If there is a legal dispute between the Owner and a Third Party regarding damages, a claim against the Owner must be filed with the Georgian court or the court of arbitration in Georgia. We have the right to represent interests of the Owner in the court proceedings, but shall be free from any liability to make such representation, if damages inflicted to a Third Party property are not covered by this insurance.

3.2. Exclusions applicable to Third Party Liability Insurance Section:

3.2.1. THE FOLLOWING SHALL NOT BE INDEMNIFIED:

3.2.1.1. Damage to property owned, leased to or actually occupied by the Owner;

3.2.1.2. Damage to immovable property abandoned by the Owner or transferred to any third party, if damage is caused by such property or any part thereof;

3.2.1.3. Damage to property entrusted to the Owner (entrusted property);

3.2.1.4. Damage to property owned by a person entitled to use the Territory of Cover;

3.2.1.5. Damage to Third Party property caused by willful misconduct or gross negligence of the Policyholder/Owner/their family member(s);

3.2.1.6. Damage for which the Policyholder has assumed responsibility without litigation and written consent of the Insurer;

3.2.1.7. Any damage caused to the health of a Third Party;

3.2.1.8. Moral damage;

3.2.1.9. Liability for any kind of fine;

3.2.1.10. Unearned income.

4. GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

4.1. Rights and Obligations of the Parties in Case of an Insured Event

4.1.1 You shall:

4.1.1.1. Provide Us with complete and accurate information about the Insured Property, as well as any other information that may have bearing on risk assessment or estimation of future losses;

4.1.1.2. In case of an Insured Event under the Property Insurance section, immediately, within a reasonable time, notify Us on the company hotline – 2 42 22 22. In case of an Insured Event under the Third Party Liability Insurance section, in addition report the event to the relevant law enforcement agencies. The information provided to Us shall be confirmed in writing within 72 (seventy-two) hours after the occurrence is reported via the hotline;

4.1.1.3. Comply with the instructions received from Our representative;

4.1.1.4. Contact the Patrol Police in case of criminal actions by Third Parties (theft, robbery, burglary, vandalism), and in case of fire, explosion, earthquake, flood, avalanche and landslide, contact the appropriate authorities (Emergency Management Agency, Fire Department, Emergency Service);

4.1.1.5. Take all reasonable measures to reduce the damage or save the Insured Property. All expenses related to the Insured Event must be agreed with Us in writing in advance, otherwise We reserve the right to refuse to the claim;

4.1.1.6. To the best of Your ability and until the arrival of Our representatives, maintain the damaged property in the condition in which it was found immediately after the occurrence of the Insured Event. Our representative must be allowed to inspect/photograph the scene and the damaged property; You shall allow Us, Our authorized representative, or any expert and loss adjusted appointed by Us to inspect the Insured Property;

4.1.1.7. Provide Us with the following documents no later than 14 (fourteen) calendar days after the occurrence of an Insured Event under the Property Insurance section, and 30 (thirty) calendar days after the occurrence of an Insured Event under the Third Party Liability Insurance section.

4.1.2. Upon occurrence of any Insured Event:

4.1.2.1. Written statement describing the Insured Event;

4.1.2.2. Document confirming ownership of the Territory of Cover by the Beneficiary;

4.1.2.3. Copy of identity document of the Beneficiary'

4.1.2.4. Documents issued by authorized government agencies (Ministry of Internal Affairs, Emergency Management Agency, Meteorological Center, Fire Department) or private firms confirming the occurrence of the Risk Insured and its causes.

4.1.3. Additionally, if claim is filed under Third Party Liability Insurance:

4.1.3.1. Information and documents necessary to establish the identity of the affected persons, within the powers and capabilities of the Policyholder;

4.1.3.2. Relevant document drawn up by the Patrol Police brigade that arrived at the scene;

4.1.3.3. Documents issued by authorized government agencies (Ministry of Internal Affairs, Emergency Management Agency, Meteorological Center, Fire Department) or private firms confirming occurrence of the Risk Insured and its causes;

4.1.3.4. Notice of a claim filed by an injured Third Party(ies);

4.1.3.5. If, due to the death of the Beneficiary, indemnity shall be received by other person(s), a document certifying the right of any such person to receive indemnity hereunder (certificate of inheritance establishing the share of inheritance in total estate);

4.1.3.6. In there is a dispute between the Owner and the affected party, a final court decision confirming liability of the Owner for damages inflicted. However, indemnity shall not be paid if during court proceedings the Owner acknowledges his/her liability or any part thereof without prior written consent of the Insurer.

4.2. We shall have the right to:

4.2.1. Upon occurrence of an Insured Event, request from You documents specified in this Terms and Conditions, and in case of failure to submit these documents, refuse to pay the claim;

4.2.2. Postpone claim payment if the law enforcement agencies of Georgia have initiated criminal proceedings against the Policyholder or the Beneficiary;

4.2.3. If We have indemnified damage inflicted to the roof of the Insured Property as a result of the Insured Event, We shall have the right to refuse payment for any subsequent loss or damage, if the damaged roof was not repaired after the indemnity was paid. You are required to notify Us about roof repairs. Upon receiving such notification, We shall have the right to inspect the repaired roof.

4.3. We shall:

4.3.1. Investigate causes and circumstances leading to destruction/damage of the Insured Property within 5 (five) business days from the date of claim notification;

4.3.2. In agreement with You, determine the form of insurance compensation – whether to transfer the costs of repairs directly to the account of the repair company or directly to the Beneficiary.

5. GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

5.1. **This insurance does not cover loss or damage caused by, arising out of or resulting from:**

5.1.1. War (whether declared or not), invasion, military actions and their consequences, civil war, insurrection, civil unrest, armed insurrection, revolution, attack by the armed forces of any recognized or unrecognized Government, military actions, mutiny, actions of terrorists (or persons associated with them), as well as government actions aimed at suppressing them, special rules, state of emergency, martial law declared by the state government, strikes;

5.1.2. Confiscation, requisition, expropriation, nationalization, seizure of property; destruction, seizure of or damage to the Insured Property by decree/order of military or civilian authorities;

5.1.3. Depreciation, wear and tear, corrosion, erosion, oxidation, sediment accumulation, humidification;

5.1.4. Damage caused by pets/birds, reptiles, insects, rodents or other pests;

5.1.5. Actions of the Policyholder, the Owner or their family member(s) under the influence of narcotic/psychotropic/alcoholic substances;

5.1.6. Willful or gross negligence on the part of the Policyholder, the Owner or their family members and/or the Tenant;

5.1.7. Manufacturing defects of household appliances or costs covered by the supplier's warranty;

5.1.8. Damage caused by software damage/destruction, including data recovery costs;

5.1.9. Damage, which existed and/or has occurred before the Insurance Period and which should have been known by the Policyholder);

5.1.10. Any damage caused by repair/construction/installation or other types of work on the Territory of Cover;

5.1.11. Construction, engineering or other defects of the Insured Property that transpired the Insurance Period;

5.1.12. Any internal mechanical damage and/or failure of the Insured Property, indirect losses caused by the Risks Insured;

5.1.13. Faking damage or providing false documents;

5.1.14. Damage caused by leaving the Insured Property unattended for more than 30 consecutive calendar days;

5.1.15. Damage caused by a risk other than the Risks Insured.

5.2. This insurance does not cover following movable and immovable property:

5.2.1. Cash, stocks, bonds and other securities, manuscripts, photographs, photo negatives, diagrams, drawings and other documents, accounting, business books and the information contained therein;

5.2.2. Models, layouts, samples, casts and the like;

5.2.3. Precious metal items, precious stones, antiques, any collections and collectibles; paintings, pictures, sculptures and other works of art;

5.2.4. Information carriers, computer programs, means of temporary storage and transmission of electronic information;

5.2.5. Ammunition and industrial tools, explosives;

5.2.6. Power transmission and distribution lines located outside the Insured Property;

5.2.7. Animals, birds, plants, crops;

5.2.8. Property installed/placed on the exterior facade of the building (including awnings), except for heating and cooling systems;

5.2.9. Food products;

5.2.10. Property located on the Territory of Cover, but not owned by the Owner (including property under care and custody);

5.2.11. Property located in a building recognized as damaged by authorized state bodies;

5.2.12. Separate buildings that are not used for domestic purposes and are not part of a single structure ;

5.2.13. Swimming pool, including its constituent parts, structure, and components, as well as interior and exterior finishes;

5.2.14. Stained glass;

6. INSURANCE PREMIUM

6.1. The Insurance Premium shall be calculated in US dollars and paid in Georgian Lari at the official exchange rate set by the National Bank of Georgia on the day of payment.

6.2. The amount of the Insurance Premium payable by You and the payment schedule are indicated in the Insurance Policy.

6.3. If the Policyholder fails to pay full Premium or its first installment by the end of the calendar month in which the Policy was issued, the Insurer will cancel Insurance Agreement from the date of inception, without any further notice. If the Policyholder fails to pay Insurance Premium (any installment other than the first one) on a due date as specified by the premium payment schedule, the Policyholder will have an additional two-week period to pay outstanding premium. If the Premium is not paid within 14 (fourteen) day period, any loss that occurs after the expiry of the above mentioned 14 (fourteen) day period, shall not be indemnified, and 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.

7. INSURANCE INDEMNITY

7.1. The amount to be paid by Us shall be determined in accordance with the following principles:

7.1.1 In case of damage to the Insured Property, within the Limit of Liability/Sublimit provided for by the Insurance Policy, We will pay the amount necessary to restore the property to the same condition it enjoyed immediately before the damage,;

7.1.2 Depending on the type of property that was damaged and the extent of damage, We have the right to decide whether to pay the Replacement Value or the Reinstatement Value;

7.1.3 In case of damage/destruction of furniture and household appliances, indemnity amount will be calculated based on the current market value of furniture/household appliances at the time of the Insured Event. However, indemnity amount shall not exceed the limits specified in Appendix #1 to this Terms and Conditions;

7.1.4 If the value of the damaged or destroyed household appliances and/or furniture exceeds the limit specified in Appendix #1, and if You can provide the proof of purchase, We shall indemnify based on the Market Value at the time of the Insured Event;

7.1.5 The maximum amount We will pay for all claims occurring during the Insurance Period is limited to the Sum Insured/Total Limit of Liability/Sublimit specified for the relevant section;

7.1.6 After the payment of Insurance Indemnity, the Total Limit of Liability/Sub-limit shall be reduced by the amount indemnified. The Limit of Liability shall be deemed reduced from the date of occurrence of the Insured Event;

7.1.7 Deductible amount will be deducted from the amount od Insurance Indemnity;

7.1.8 We have the right, at our discretion, to reduce the Insurance Indemnity by the amount of the unpaid part of the total Insurance Premium;

7.1.9 When paying the indemnity, We will rely on the report prepared by an independent appraiser selected by Us. If you do not agree with the report prepared by the independent appraiser, separate report will be prepared by an independent expert institution. The party initiating independent expertise shall bear all related expenses, and if the parties jointly decide to appoint an expert, all related expenses shall be divided equally between the parties.

7.1.10 For the purposes of Section 2, We will only pay the amount that the Owner is liable for property damage caused to a Third Party based on a judgment rendered by the General Court of Georgia. In addition, We have the right to pay Insurance Indemnity without a court decision, if the submitted documents and the circumstances of the case establish the unequivocal liability of the.

8. TERMS AND CONDITIONS OF INSURANCE INDEMNITY PAYMENT

8.1. Decision on whether to indemnify and on the amount of Indemnity shall be made by Us within 10 (ten) working days of receipt of all documents necessary to establish the circumstances of the Insured Event and to estimate the amount of damage.

8.2. We will pay Insurance Indemnity within 5 (five) working days from either date of signing the Claims Settlement Act by both parties or from the date of the remote settlement.

8.3. Payment shall be made in non-cash payment.

9. CLAIMS SETTLEMENT ACT

9.1. At the request of the Beneficiary, We have the right to sign the Claims Settlement Act through:

- Beneficiary's personal signature on the Claims Settlement Act;
- Confirmation of the Claims Settlement Act in electronic form;
- Confirmation of the amount of Insurance Indemnity through telephone conversation.

9.2. During the claim settlement process, We will communicate with the Policyholder/Beneficiary and provide remote services using Priority Telephone Number. We will retain SMS message(s) and/or audio record(s) of telephone conversations between the Policyholder/Beneficiary and Our authorized representative in the claim settlement process.

10. TERMINATION OF THE INSURANCE AGREEMENT

10.1. **Insurance Agreement shall be terminated:**

- At Your initiative, at any time, by giving Us a 5 (five) day written notice;
- At Our initiative, at any time, by giving You a 14 (fourteen) day written notice;
- At Our initiative, at any time, by giving You a written notice of termination, if it is found that the information provided by You is inaccurate, incomplete, false or misleading;
- At Our initiative, within 1 (one) month after receiving information about the selling of the Insured Property, by giving You a 1 (one) month written notice.

10.2. **At Our initiative, without prior notice to You, if:**

- We have fully performed Our obligations under the Insurance Policy/total Limit of Liability specified in the Insurance Policy has been exhausted. The Insured Property no longer exists for any reason other than the Insured Risk;
- The Insured Property has been destroyed, regardless of whether We have paid the Insurance Indemnity or not.

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

10.3. **Insurance Agreement shall also be terminated:**

- Upon expiry of the Insurance Period under the Insurance Policy;
- If We stop operation in accordance with the current legislation;
- Based on a preliminary written agreement between Us;
- In other cases provided by the current Georgian legislation.

10.4. You have the right to terminate Insurance Agreement at any time by giving Us 5 (five) day written notice. In this case:

- If no Indemnity has been paid and/or no claim has been reported during the policy period, You shall pay the unpaid part of the earned Insurance Premium, and 10% of Unearned Insurance Premium. In case of a Premium refund, upon your written request, We will refund the unearned portion as of the date of termination, less the 10% of the unearned portion of the total Premium, which is an early termination fee.
- If We have paid or made a decision to pay the claim under the current Insurance Agreement, You shall pay full Policy Premium, whilst paid unearned portion of the Insurance Premium is not subject to refund. In addition, We have the right to deduct unpaid portion of the Premium from Indemnity amount.

10.5. The Insurance Agreement may be terminated prematurely at Our initiative by giving You 14 (fourteen) day written notice, and the Insurance Premium will be refunded to You in the amount that is proportional to the remaining term of the Agreement.

10.6. The Insurance Agreement may also be terminated if You fail to perform Your key obligations under the Agreement or act in violation of the current legislation of Georgia. If insurance is terminated, the Insurance Premium is non-refundable.

11. INSURANCE PERIOD AND AUTOMATIC EXTENSION

11.1. The inception date and duration of the Insurance Agreement are indicated in the Insurance Policy.

11.2. For the Insurance Agreement to enter into force, You have to pay full Insurance Premium or its first installment, in accordance with the payment schedule specified in the Insurance Policy. Until the Insurance Policy comes into force, We are free from any liability to pay the claim.

11.3. The Insurance Policy and the subsequent Insurance Period shall be automatically renewed for successive 12 (twelve) month periods on the same terms and conditions, unless a loss is reported to the Insurer under the Insurance Policy.

11.4. If We do not wish to automatically extend the Insurance Policy, We shall notify You 14 (fourteen) days before the expiration of the Insurance Period by sending an SMS message to the contact number specified in the Insurance Policy. If You do not wish to automatically extend the Insurance Policy, You shall notify Us within the last 14 (fourteen) days of the current Insurance Period.

12. DOUBLE INSURANCE

12.1. You shall notify Us in writing about any other Insurance Agreement with similar insurance covers signed with other insurance companies.

12.2. If, upon payment of Insurance Indemnity, it turns out that two or more Insurance Policies exist in respect of the Insured Property, We shall have the right, subject to this Terms and Conditions and the corresponding Policy, to compensate the Beneficiary in proportion to Our share in the total Sum Insured.

12.3. In case of double insurance, Insurers shall be liable for the loss as joint and several debtors.

13. SUBROGATION

13.1. After the payment of Insurance Indemnity, the right to claim damages from the person(s) responsible for the loss, within the amount of Insurance Indemnity, shall be transferred to Us.

13.2. The Policyholder/Beneficiary shall provide Us with all the documents and information necessary to exercise Our legal rights against responsible Third Party(ies), including the Tenant.

13.3. The Policyholder/Beneficiary shall, within its powers and capabilities, assist Us in the exercising such rights.

13.4. If the Policyholder/Beneficiary refuses to give Us such rights, or such rights cannot be exercised due to the acts/omissions of the Policyholder/Beneficiary, We shall be relieved of our obligation to indemnify, and if the Insurance Indemnity has already been paid, We shall have the right to request a refund of the paid amount.

14. NOTICES AND COMMUNICATIONS

14.1. For the purpose of this insurance, the parties agree that the address and/or mobile phone number specified in the Insurance Policy may be used for communication. After being sent to the address or mobile phone number, a letter or message, including SMS message, shall be deemed officially sent by Us. If the notice is sent to the phone number, the date of sending of such message shall be deemed to be the date of its receipt by addressee.

14.2. We shall send You a notice to the actual address indicated in the Insurance Policy or, in case of any change of address in accordance with this Terms and Conditions, to the last notified address. Any notice/correspondence sent to such address shall be deemed to have been received by You, even if the addressee is no longer at that address or the address is incorrectly/incompletely specified.

15. DISPUTE RESOLUTION

15.1. The parties shall attempt to resolve any dispute arising out of or relating to this Terms and Conditions and the Insurance Policy through negotiations. In case the parties fail to reach an agreement, the dispute shall be conclusively resolved by the Georgian court in accordance with the current legislation of Georgia.

15.2. The Georgian language version of the present Insurance Terms and Conditions shall prevail in case of any inconsistency with the translation.

16. CONFIDENTIALITY

16.1. Any information exchanged by the parties (whether verbally or in writing) shall be deemed confidential and shall 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.

17. PERSONAL DATA PROCESSING

17.1. I am aware that the Insurer shall use my personal data in accordance with the requirements of the Georgian legislation, including for the purposes of concluding Insurance Agreement and claim settlement. I hereby confirm that the Insurer has the right ro request claim/Insured Event related information and documentation from any private or public institution, including, JSC „TBC Insurance" subsidiaries / affiliated companies, Service Agency of the Ministry of Internal Affairs of Georgia and Public Service Development Agency, as well as request Policyholder/Beneficiary personal information or any other documentation for the purposes of fulfilling its obligations under the law.

17.2. I am aware that my personal data is used in accordabce with TBC Insurance Personal Data Protection Policy, which is located on the company web site www.tbcinsurance.ge. I am aware of my rights as Data Subject, including the right of access to my personal data and the right to request that my personal data is corrected, updated, added, blocked or deleted, except for the cases stipulated by the legislation.

APPENDIX # 1

List of Household Appliances and Furniture	
Item Name	Limit of Liability
TV set	GEL 2 000
3-piece furniture set	GEL 4 000
Computer	GEL 2 000
Wall cabinet	GEL 2 500
Table	GEL 1 500
Sofa	GEL 1 500
Bookshelves	GEL 1 000
Kitchen cupboard	GEL 3 000
Oven/extractor fan	GEL 2 500
Dishwasher	GEL 2 000
Refrigerator	GEL 2 000
Mirror	GEL 1 500 , but not more than GEL 750 per unit
Audio equipment	GEL 2 000
Photo camera	GEL 2 000
Laptop	GEL 3 000
Bedroom wardrobe	GEL 2 000
Bed in bedroom	GEL 2 000
Pump	GEL 1 000
Washing machine	GEL 1 500
Shower cabin	GEL 1 500
Other bathroom accessories	GEL 2500, but not more than GEL 800 per unit
Chandeliers and lighting fixtures	GEL 2 000, but not more than GEL 800 per unit
Carpets and curtains	GEL 2 500, but not more than GEL 800 per unit
Mixers/blenders/microwave ovens	GEL 1 500, but not more than GEL 800 per unit
Electric meat grinders/coffee machines	GEL 1 500, but not more than GEL 800 per unit
Chairs	GEL 2 500, but not more than GEL 300 per unit
Heating devices (boiler and radiators)	GEL 1 500, but not more than GEL 800 per unit
Air-conditioner	GEL 2 000
Iron / hair dryer	GEL 500
Vacuum cleaner	GEL 500
Power generator	GEL 2 000