

## Information Paper – Offer

### 1. Insurer – Joint Stock Company Insurance Company Aldagi

### 2. Type of Insurance – Motor Insurance

**3. Insured Risk Description/Insurance Coverage Terms** – The Subject of the insurance agreement shall be insurance of the vehicle being in lawful possession of the **Insured** according to the insurance terms, upon payment of the relevant insurance premium, against the following risks (insurance coverage):

I. Partial damage to or Total loss (destruction) of the **Insured Vehicle** resulting from an external impact including: Road accident; Fire or explosion; Natural disaster; Fall of the Objects on **Insured Vehicle**; Loss or damage of an **Insured Vehicle** or any of its part (except of keys) as a result of Vandalism; theft robbery or burglary or attempt thereof.

II. **Subject of motor third party (parties) liability insurance** is the civil liability (except of moral damage) of an **Authorized Driver** which arises in case of the death of third persons or their bodily injury/property damage as a result of operating the **Insured Vehicle**.

**\*Motor Third Party (Parties) Liability Insurance Extension** - Civil liability of an **Insured** which arises in case of the death of third persons or their bodily injury/property damage as a result of operating the **Vehicle** (other than **Insured Vehicle**)

III. **Subject of Driver and Passengers' Motor Personal Accident insurance** is the material loss caused by the bodily injury/death of the **Authorized Driver** and/or his/her passengers as a result of the road accident while driving the **Insured Vehicle**.

**\*Driver and Passengers' Motor Personal Accident Insurance Extension** - material loss caused by the bodily injury/death of the **Insured**, occurred when the **Insured** was traveling in **other vehicle** or was driving it.

**4. Preconditions, amounts and rules of reimbursement of other financial expenses other than payment of insurance premium by the insured** – not applicable.

### 5. Type of deductible, amount and preconditions of use:

**Deductible** is the amount of sum which to be deducted from the total indemnity and which is not subject of Insurer's liability;

**Deductible** – if applicable – is determined in the **Insurance policy**;

**Deductibles** may be:

**Conditional** – a certain threshold expressed in monetary terms. If the loss is below or equals such threshold, the **Insurer** shall not indemnify the loss or damage. However, once the loss exceeds this threshold, the **Insurer** shall indemnify the total amount of loss;

**Ordinary** – the minimum amount which shall be always deducted from the total loss amount;

If the **Insurance Policy** does not provide exact type of **Deductible**, ordinary **Deductible** shall apply.

**Deductible** can be determined both for all kinds of loss or each and every loss basis in different amounts.

### 6. Exclusions under the Insurance Agreement

#### 6.1. General exclusions:

**Exclusions given below shall apply to each insurance coverage set out above (Sections I, II, III)**

**6.1.1. Under these Terms and Conditions the insurance shall not apply and, accordingly, the occurred loss is not subject to indemnification, in case:**

**6.1.1.1. Vehicle was operated/driven by a driver under the influence of the alcohol or drug substances/means, , regardless of the fact that the damage occurred through the Driver's or any other third parties' own fault;**

**6.1.1.2. Use of the vehicle for the purpose other than that indicated by the Insured in the Application. Besides, for avoiding any doubts, for the purposes of present terms and conditions, an Insured vehicle is assumed/deemed to be used for commercial purposes, if at the time of issuance of the Insurance Policy and/or at the time of occurrence of an Insured event the TAX license is issued for/toward an Insured vehicle. Besides, the Insurer is entitled to refuse the payment of insurance reimbursement if the purpose of commercial use is not indicated in the application and/or Insurance Policy and/or Insurance Policy addendum.**

**6.1.1.3. Locating/driving the vehicle on the construction / building territory / site;**

6.1.1.4. An event, which was occurred while being or exploitation of the insured vehicle in an area, that does not represent a Road or an Adjacent territory and is not normally used for vehicle traffic.

6.1.1.5. Any Loss, caused by participating of an insured vehicle in a rally, race, endurance or any other competition or test.

6.1.1.6. transfer of the property to the public possession, confiscation or seizure or attempt thereof under the decision of any authority/department acting in the name of the state; Acts of war whether war be declared or not, intervention, civil war, mass riots, rebellion, dictatorial regime, state of emergency, terrorism or any other act of that kind as well as other kind of force majeure, except for the cases, when inflicted damage is the result of the occurrence of insured force majeure risks;

6.1.1.7. Acts, that authorize Insurer to reject Insurance Reimbursement under the existing legislation of Georgia;

6.1.1.8. Transportation of the vehicle as a cargo, its loading and unloading operations, also transportation by sea, land, railway or other transport means, except for movement in tow;

**6.2. Exclusions given below shall apply to Section I (auto Casco) together with General Exclusions:**

6.2.1. Loss or damage caused by a fraud, appropriation, embezzlement and/or extortion or attempt thereof by a third person(s);

6.2.2. Expenses of wear and tear, routine servicing, maintenance and preventive repair of the Insured Vehicle;

6.2.3. Costs related to tires, except for the cases when the damage of the tire(s) results from the occurrence of Insured Risks and, at the same time, as a result of such an occurrence other parts of the vehicle, besides the tires, are also damaged and as a result of such damages the amount of loss exceeds the relevant Deductible.

6.2.4. In case of partial damage, restoration or replacement cost of any brand mark/ company/brand/logo internal or external parts/improved details/ packaging/ additional components or accessories, if information about mentioned parts/ improved details/packaging/additional components or other accessories are not indicated in the relevant Insurance Application. In such case, the costs of standard part/details/ accessories (if any) is subject of reimbursement.

**6.3. Exclusions given below shall apply to Section II (Motor Third Party Liability) together with General Exclusions.**

6.3.1. Insurance shall in no way apply to the indemnity/compensation paid to an injured person /the liability undertaken or recognized towards the injured person, if such has taken place without Our written consent.

## **7. Refusal of Payment of Insurance Reimbursement**

7.1. We are entitled to refuse the payment of Insurance Reimbursement in the following cases:

7.1.1. You have failed to perform the obligations under these Terms and Conditions;

7.1.2. You have failed to provide Us with the information (notice) about the Insured Event within the terms agreed upon by the Policy and these Terms and Conditions and have essentially infringed our interests by such failure to notify Us;

7.1.3. information (documents) provided by You for risk assessment/recognition of Insured Event/calculation of the amount of Insurance Indemnity is knowingly wrong/false or inaccurate;

7.1.4. You have declined participation of our company representative in the investigation/research of the causes of the Insured Event, amount of the inflicted loss and other details connected with the Insured Event;

7.1.5. You have failed to present any document requested by Us as specified by these Terms and Conditions;

7.1.6. You have refused to hand over to Us the documents needed for ensuring Our subrogation rights against persons responsible for damage;

7.1.7. You compensated the loss to third party or indemnified his/her legal or/and out of court expenses without Our prior written consent

7.1.8. you have not registered the event with the patrol police;

**7.1.9. You have exceeded the two-week deadline established by Us for the non-payment of premium;**

**7.1.10. Insured Interest is insured under any other insurance policy (policies) (double insurance), however You did not inform Us in writing about such double insurance;**

**7.1.11. You have alienated the Insured Vehicle and have not informed Us thereof in writing and 2 (two) weeks have passed after the fact of alienation.**

**7.1.12. In the cases stated in article 5.6. of the SECTION I and 6.2. and 9.1.2. of SECTION IV.8. Rules for notifying the Insurer in case of an insured event, insurance claim, claim regulation and insurance reimbursement procedures**

**8.1. The Insured is obliged to:**

**8.1.1. Immediately call the patrol police and Insurer's Call-center and take all necessary measures to preserve the road accident spot unchanged until police and Insurer's representative's arrival. Herewith, in case of damage/destruction of a parked vehicle by an unidentified person or in the unidentified condition the Insured shall immediately contact the Insurer and patrol police and not move the vehicle from the place before the arrival of Insurer's and patrol police representatives and examination of the situation by them (survey of the scene of accident, making photos);**

**8.1.2. Take all measures to ensure Insurer's subrogation rights against third parties, responsible for loss or damage inflicted as a result of the Insured Event, since as the Insurer pays the Insurance Indemnification, to the extent of the amount indemnified by the Insurer, the Insurer shall be subrogated all the rights of recovery the Insured has against persons/ guilty parties liable for damages. In case the Insurer fails to exercise such right by the Insured's fault, the Insurer shall have the right to reject to indemnify the loss, and, if Indemnification is already issued, the Insurer shall have the right to recover the sum paid.**

**8.1.3. Inform the Insurer about the occurrence of the Insured Event by the phone number indicated in the Policy immediately upon occurrence of the Insured Event and provide the written notice about the Insured Event within 3 days;**

**8.1.4. Provide the Insurer with all necessary documents issued in connection with the Insured Event by the respective authorities;**

**8.1.5. Assist the Insurer to establish the reasons and consequences of the Insured Event as far as possible;**

**8.1.6. Provide the Insurer the following documents:**

- a) written notice about an Insured Event;**
- b) Insurance Policy original;**
- c) vehicle registration certificate;**
- d) driving license of that person who was driving the vehicle in the moment of the Insured Event;**
- e) the patrol police report about the accident (with indication of the person responsible for occurrence of the event);**
- f) written claim for loss indemnification;**
- g) bank details;**
- h) all other documentation as indicated below based on circumstances of a particular case;**
- i) Document on establishment of the fact on drivers' influence of alcohol, narcotic/drugs or other toxic substances (Alco test and/or relevant expert conclusion).**
- j) in case of Total loss (destruction) of the vehicle and upon Our request – the certificate on legal status of an vehicle issued by the relevant authority.**

**8.2. The Insured is also obliged to:**

**8.2.1. Take all possible and reasonable measures to save a vehicle, prevent and/or minimize its further loss or damage without jeopardizing life and health; when taking such measures the Insured shall act in accordance with the Insurer's instructions if such are provided;**

**8.2.2. Not begin to repair the vehicle until the Insurer's representative examines the vehicle and the Insured receives written confirmation from the Insurer to start the repairs;**

**8.2.3. Provide the Insurer with the following additional documents/evidences:**

- in case of loss/hijacking of a vehicle as a result of theft/robbery/burglary – document certifying initiation of criminal proceedings, first and last names of witnesses, their contact**

details, ID card numbers;

- in case of external damage to the vehicle – report from the patrol police in connection with the road accident or the document certifying initiation of criminal proceedings in respect with the offence committed by third person(s).

**8.2.4. To cover any administrative penalty, fine relating to the ownership/operation of a vehicle and/or a fee for parking the vehicle at the penal area (if any) in advance before transfer the ownership of totally damaged vehicle to the Insurer, otherwise such amounts will be deducted from the amount of the Insurance Indemnification to be paid by the Insurer.**

**8.3. Within the scope of the coverage provided by the Section II (Motor third party liability) the Insured is also obliged to:**

**8.3.1. Timely inform the Insurer about the time and place of survey/examination of the third person's damaged property (prior to its repair) and enable the Insurer to carry out the independent expertise in order to determine the loss;**

**8.3.2. Systematically inform the Insurer about the results of investigation of the causes and consequences of the event, and participate in such investigation;**

**8.3.3. Take all measures to prevent pursuing litigation by the Injured party before consideration of a claim by the Insurer.**

**8.3.4. If necessary, transfer the following rights to the Insurer or a person nominated by the Insurer:**

- to represent You/Insured person at the legal proceeding with all procedural powers, including the right to recognize the liability for a property claim (recognition of claim);
- to carry out negotiations with Injured persons and their representatives;

**8.3.5. Not recognize third person's claim for damages, not assume liability for satisfaction of such claim and not indemnify inflicted loss without the Insurer's written consent;**

**8.3.6. Provide the Insurer with following additional documents:**

- a) report drawn up in the name of each Injured person related to the road accident;
- b) medical statement and other similar documents on the severity and nature of injuries caused to the health of a third person or the cause of his/her death, as well as information about possible alcoholic, toxic or narcotic/drugs intoxication influence of the Injured;
- c) death certificate and documents certifying inheritance (in case of death of an Injured person);
- d) documents certifying the costs borne for compensation of the loss inflicted to third persons;
- e) Documents issued by social insurance authorities which confirm the amount of payments effected for the injured person or his/her successors in accordance with Georgian legislation on Obligatory Social Insurance.
- f) Enforced court decision reflecting the amount of compensation for the loss inflicted to the third person's life, health or property by You if the claim was considered in Court; and if the payment was made under the agreement between the parties - the written document reflecting such agreement.

**8.4. Within the scope of the coverage provided under the coverage Section III (Driver and Passengers' Motor Personal Accident Insurance):**

**8.4.1. The Insured shall ensure that an Injured person:**

- a) immediately applies to the medical institution and notifies the Insurer in writing about the event;
- b) undergoes medical examination with a physician appointed by the Insurer (if the Insurer decides it is necessary);

**8.4.2. In case of death of an Injured person, the Insured shall inform the Insurer about this fact within one week.**

**8.4.3. The Insured shall also produce to the Insurer following additional documents:**

- a) Medical documentation certifying the date of bodily injury and diagnosis (copy of the medical statement, document drawn up by the medical expertise, a certified copy of death certificate, etc.);
- b) The identity documents of Injured persons;
- c) In case of death, death certificate and certificate on the right of inheritance;
- d) Report from the patrol police in respect with the event.

8.4.4. Taking into account specifics and peculiarities of a particular event, the Insurer reserves the right, if necessary, to demand additional documents related to the Insured Event or decrease the list of demanded documents. Herewith, above mentioned is the Insurer's right, not an obligation.

#### **8.5. Insurance indemnification:**

8.5.1. In case the Insured has no premium indebtedness the Insurer will pay the Insurance Reimbursement within 3 (three) working days after the Insurer signs the Insurance Act unless the indemnity is postponed due to circumstances as it is provided for by the respective Section of these Terms and Conditions. Besides, upon occurrence of the Insured Event in respect of the risk of theft, burglary or robbery and unlawful actions of third parties Insurance Indemnity will be paid no earlier than 2 (two) months after the occurrence of the Insured event and signing the Insurance Act.

8.5.2. The Insurer reserves the right to postpone the decision concerning Insurance Indemnity, in case when in relation to the fact of occurrence of an insurance risk the criminal proceedings are instituted against Authorized Driver, Insured (Beneficiary) or his/her representative.

8.5.3. Insurance Indemnification shall be calculated based on the provisions of the respective Sections (I, II, III) of the Terms and Conditions.

8.5.4. In case of partial damage of the vehicle, the payment of Insurance Indemnity, as per Insurer's decision, may be made by way of payment indemnity to the Insured/Beneficiary or, for the purpose of repair/restoration of the damaged vehicle, via direct payment to the relevant supplier.

8.5.5. In case Insurance Premium is paid by installments, amount of Indemnification shall be reduced by the sum of the outstanding premium, in case of total loss (destruction) of the Insured Vehicle or its loss as a result of theft/robbery/burglary.

8.5.6. If by the moment of Insurance Indemnification the Insured has indebtedness towards the Insurer, the Insurer shall be entitled to deduct the amount of debt from the amount of indemnification.

8.5.7. The Insurer also reserve the right to deduct from the insurance reimbursement the insurance premium for the remaining insurance period from the moment of reimbursement (if applicable).

**Given offer represents the non-exhaustive information about the terms and conditions of insurance and this document has no identical legal force as the insurance contract.**

**Introducing this offer to YOU and explanations about our offer from Our side does not arise legal consequences and requirements between You and Us.**