

## Information Paper – Offer

1. **Insurer – Joint Stock Company JSC 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. Damage to or Total loss (destruction) of an **Insured Vehicle** (auto Casco) resulting from: Road accident; Fire or explosion; Natural disaster; Fall of the Objects; Loss or damage of an Insured Vehicle or any of its part 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 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**.
  - 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** (including getting into and out period).
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 Insurers liability.

Deductible - if applicable - is determined in the insurance policy

Deductible 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 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. A vehicle was driven by a driver under 21 years or/and by a driver without the appropriate driving license;
    - 6.1.1.2. Insured Vehicle was in an inappropriate order for driving;
    - 6.1.1.3. 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;
    - 6.1.1.4. Authorized Driver's suicide or attempt suicide or such deliberate act which aimed to the consequences caused by the occurred accident;
    - 6.1.1.5. Driving/operating of the Insured Vehicle by an unauthorized driver, except for the damage inflicted to the Insured Vehicle as a result of theft/robbery/bur- glary or any attempt thereof;
    - 6.1.1.6. Use of the vehicle for passengers/cargo transportation or renting the vehicle, if such use is not explicitly provided for by the Insurance Policy;
    - 6.1.1.7. Use of the vehicle for the purpose other than that indicated by the Insured in the Application;
    - 6.1.1.8. operating/locating/driving the vehicle on the airfield or airport area, as well as on the construction /building territory /site;

- 6.1.1.9. Ionizing radiation, radiation or contamination from the nuclear or any other hazardous wastes; change of the natural state of gas containing radioactive, explosive, nuclear compounds;
- 6.1.1.10. Transportation of radioactive, toxic, explosive or other hazardous substances;
- 6.1.1.11. 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;
- 6.1.1.12. 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;
- 6.1.1.13. Acts, that authorize Insurer to reject Insurance Reimbursement under the existing legislation of Georgia;
- 6.1.1.14. Transportation of the vehicle as a cargo, its loading and unloading operations, also transportation by sea, land, railway or other transport means, including the transportation by carriage or movement in tow;
- 6.1.1.15. Penalty towing/hauling the Insured Vehicle by any authorized person due to the violation of parking rules by Insured, also if an event occurs while Insured Vehicle is on the penalty area, unless the documents certifying the guilt of the authorized persons are submitted by Insured;
- 6.1.2. Insurance shall not apply and the loss shall not be in no way indemnified in cases foreseen above, irrespective of whether the loss occurred by reason/fault of the driver of the Insured Vehicle or by reason/fault of any other third person.

6.2. Exclusions given below shall apply to Sections I (auto Casco) together with general exclusions:

6.2.1. Any loss or damage resulting from the following is not subject to indemnification

6.2.1.1. Leaving keys in/on the vehicle;

6.2.1.2. Passing the keys to an unauthorized driver, including to any security, parking or other similar services;

6.2.1.3. The vehicle doors are left unlocked and/or the windows pulled down;

6.2.1.4. Mechanical or electronic defect/damage of brake system, except for the cases when Insured was not been aware of such defect/damage.

6.2.2. The following shall also not be indemnified:

6.2.2.1. Loss caused by losing of a vehicle as a result of theft, robbery or burglary if the antitheft alarm system indicated in the Policy was not installed or was out of order;

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

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

6.2.2.4. Cost of repairs undertaken outside the Territory of Insurance;

6.2.2.5. 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.

6.2.2.6. Depreciation of the vehicle as a result of its repairs, irrespective of whether such repairs were performed in connection with the Insured Event or not;

6.2.2.7. Costs of mechanical, electric, electronic, computer or software damages, unless such damages are caused by an Insured Risk;

6.2.2.8. Expenses borne for improvement of the vehicle's condition existing before the occurrence of the Insured Event or the costs borne for improving the vehicle since the Insurance has been come into force, unless such improvement was notified to the Insurer in compliance with present insurance terms;

6.2.2.9. 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.

6.2.2.10. Any expenses borne prior to the estimation/inspection of the vehicle by Insurers representative;

6.2.2.11. Event in respect with the risk of theft if, at that time of such an occurrence, the registration certificate of the Insured Vehicle was left in the stolen / hijacked vehicle;

6.2.2.12. Damage/destruction of a parked Insured Vehicle by an unidentified person or in the unidentified circumstances when Insured failed to contact Insurer and patrol police immediately and/or took away/moved the vehicle before the arrival of Insurers and patrol police representative and inspection of the situation by him/her (examination of the scene of accident, making photos).

6.2.2.13. Costs related to the loss (including, as a result of theft, robbery or burglary) or damage (including, as a result of Vandalism) of state registration number of the vehicle;

6.2.2.14. Theft, robbery, burglary or damage of tele-audio-video equipment of the vehicle (including, as a result of Vandalism) if otherwise is not stated in the policy; this exclusion does not apply to the factory-assembled tele-audio-video equipment;

6.2.2.15. Cost of repair of damaged vehicle borne by Insured prior to the signing the Insurance Act by Insurer and Insured, if Insurers prior written consent for such costs is not received by Insured.

6.3. Exclusions given below shall apply to Sections II (Motor third party Liability) together with general exclusions. Insurance shall in no way apply to:

6.3.1. Death or bodily injury of the Authorized Driver or passengers of the Insured Vehicles (including the period of their getting into and out of the Insured Vehicles);

6.3.2. Death or bodily injury of the Authorized Driver's (or Insured's) employee(s) or those persons who were subordinated to the Authorized Driver () under labor agreement at the time of the road accident

6.3.3. Death or bodily injury or property damage of the Insured's and/or Authorized Driver's relatives

6.3.4. Any loss or damage to the property owned or held in trust by the Authorized Driver , carried by the Insured Vehicle or in any other trailer towed thereby;

6.3.5. Liability arising out of any other contract, agreement.

6.3.6. In case of existence of any other insurance covering the same interest, provisions determined for the double insurance shall apply, that is, in case of existence of insurance of the insurance interest foreseen by this section of present Terms and Conditions with several insurers (double insurance), Insured should notify Insurer in writing immediately upon being informed of such insurance and in written notification indicate the other insurer and their limit of liability. In such case the insurers will participate in the inflicted loss as the joint obligors pro rata the amount of liability of each insured, however Insured has no right to claim the amount exceeding the actual loss in total.

6.3.7. The indemnity/compensation paid to an injured person/the liability undertaken or recognized towards the injured person, if such has taken place without Insurers written consent.

6.3.8. Health Impairment /death of a third person if occurred after expiration of 12 calendar months from the moment of the road accident shall not be indemnified.

6.4. Exclusions given below shall apply to Sections III (Driver and Passengers' Motor Personal Accident insurance) together with general exclusions. Insurance shall in no way apply to:

6.4.4.1. Death or Impairment of state of health of an Authorized Driver and/or passengers of the Insured Vehicle, shall not be indemnified if occurred after expiration of it occurs 12 calendar months after the moment of the road accident.

## 7. Refusal of Payment of Insurance reimbursement

7.1.1. Insurer is entitled to refuse the payment of Insurance Reimbursement in the following cases:

7.1.1. The Injured person has intentionally committed an offence which is directly connected with the occurrence of the Insured Event;

- 7.1.2. Insured has failed to perform the obligations under these Terms and Conditions;
- 7.1.3. Insured has failed to provide the Insurer 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 Insurer.
- 7.1.4. Information (documents) provided by Insured for risk assessment/recognition of Insured Event/calculation of the amount of Insurance Indemnity is knowingly wrong/false or inaccurate;
- 7.1.5. Insured has declined participation of Insurers 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;
- 7.1.6. Insured has failed to present any document requested by Insurer as specified by insurance Terms and Conditions;
- 7.1.7. Insured has refused to hand over to Insurer the documents needed for ensuring Insurers subrogation rights against persons responsible for damage;
- 7.1.8. Insured compensated the loss to third party or indemnified his/her legal or/and out of court expenses without Insurers prior written consent
- 7.1.9. Insured has not registered the event with the patrol police;
- 7.1.10. Insured has exceeded the two-week deadline established by Insurer for the non-payment of premium;
- 7.1.11. Insured Interest is insured under any other insurance policy (policies) (double insurance), however Insured did not inform Insurer in writing about such double insurance;
- 7.1.12. Insured has alienated the Insured Vehicle and have not informed Insurer thereof in writing and 2 (two) weeks have passed after the fact of alienation.
- 7.2. In case of theft of the vehicle, Insured must present to Insurer all the keys and the security system panels indicated in the Insurance Application, and in case of robbery and burglary, spare key (s) and security system panel (if any indicated in the Application), or otherwise, Insurer shall retain the right to refuse the issuance of Insurance Reimbursement;
- 7.3. Therewith, Insurer will not indemnify those Insured Events which will occur before the first or lump sum payment of the premium by Insured, and if the Policy is made for the term of several years, before the payment of the first or lump sum Insurance Premium of the first and every following year.

Given offer represents the non-exhaustive information on the terms and conditions of insurance and this document has not 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