

**Information Paper – Offer for LEXUS CASCO products** (insurance terms #RLEXUS/MO-001/23)

1. **Insurer** – Joint Stock Company «JSC Insurance Company ALDAGI»;
2. **Type of Insurance** – Comprehensive Motor Insurance
3. **Insured Risk Description and Insurance Coverage Terms** – Subject of the Insurance Agreement is the insurance of the vehicle being in the lawful possession of the Insured by the Insurer under the Insurance Terms and Conditions, upon payment of the relevant insurance premium by the Insured, against the following insured risks (insurance coverage):

**I. Motor Insurance (CASCO)** - Partial damage to or Total loss (destruction) of the insured vehicle resulting from an external impact occurred during the Insurance Period, 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.

Besides, a vehicle is deemed to be destructed (completely damaged), if the restoration/replacement cost of the vehicle makes 70% or more of its Market Value, or 70% or more is destructed of the vehicle, or if according to the relevant conclusion the insured vehicle cannot be restored.

**II. Motor Third Party (Parties) Liability Insurance (MTPL)** – subject of the 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 during the Insurance Period.

**III. Driver and Passengers' Motor Personal Accident Insurance (MPA)** - 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.

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 or percentage which is not subject of the indemnification by the Insurer, which shall always 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;

Deductible may be:

Conditional deductible - 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 deductible is 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. The deductible may be defined for both all and individual damages with a different amount and specified in the policy.

## **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 the Insurance 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 TAXI 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 by the Insured in the application and/or Insurance Policy and/or Insurance Policy addendum.**

**6.1.1.3. The vehicle was driven/present within the construction site properly fenced.**

**6.1.1.4. 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;**

**6.1.1.5. 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.**

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

**6.1.1.7. 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;**

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

**6.1.1.9. Expenses of wear and tear (including depreciation related to repairs made as a result of an insured event), routine servicing, maintenance and preventive repair of the Insured Vehicle;**

**6.1.1.10. 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.**

**6.1.1.11. 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.**

6.1.1.12 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 the Insurer's prior written consent.

## 7. Refusal of Payment of Insurance Reimbursement

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

7.1.1. The Insured has failed to perform the obligations under the insurance Terms and Conditions;

7.1.2. The Insured has failed to provide the Insurer with the information (notice) about the Insured Event within the terms agreed upon by the Policy and the insurance Terms and Conditions and has essentially infringed the Insurer's interests by such failure to notify the Insurer;

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

7.1.4. The Insured has declined participation of the Insurer's company's 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. The Insured has failed to present any document requested by the Insurer as specified by the Insurance Terms and Conditions;

7.1.6. The Insured has refused to hand over to the Insurer the documents needed for ensuring the Insurer's rights of recourse against persons responsible for damage;

7.1.7. The Insured compensated the loss to third party or indemnified his/her legal or/and out of court expenses without the Insurer's prior written consent

7.1.8. The Insured has not registered the event with the patrol police;

7.1.9. The Insured has exceeded the two-week deadline established by the Insurer for the nonpayment of premium;

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

7.1.11. The Insured has alienated the Insured Vehicle and has not informed the Insurer thereof in writing and 2 (two) weeks have passed after the fact of alienation.

7.1.12. The Insured didn't undertake all reasonable and necessary measures to avoid damage to the Insured Vehicle within the whole Insurance Period under the Insurance Policy.

7.1.13. The Insurer will not indemnify those Insured Events which will occur before the first or lump sum payment of the premium by the 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.

7.1.14. The Insured didn't take all measures to ensure the Insurer's subrogation rights of recourse against third parties, responsible for loss or damage inflicted as a result of the Insured Event;

7.1.15. The Insured and/or the Insured's representative admitted the claim or a part thereof at the trial without any preliminary written agreement with the Insurer;

7.1.16. In case of theft of the vehicle, the Insured didn't present to the 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);

## **8. Rules for notifying the Insurer in case of an insured event, submission of insurance claim, claim regulation and insurance reimbursement procedures:**

8.1. The Insured is obliged:

8.1.1. Immediately call the patrol police and the Insurer's Call-center and take all measures to preserve the road accident spot unchanged until police and the Insurer's representatives 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 the 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 the Insurer's rights of recourse against third parties, responsible for loss or damage inflicted as a result of the Insured Event, since as the Insurer pays Insurance Indemnification, to the extent of the amount indemnified by the Insurer, the Insurer shall be recouped 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 working days;

\* Where the PREMIUM Cover is taken out, a notice to the Insurance Company can be given within 72 hours following the occurrence of the Insured Event.

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);

\*In the event of any damage to the windscreen or damages caused by natural disasters, a notice from the Patrol Police need not be presented.

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) (a vehicle is deemed to be destructed (completely damaged), if the restoration/replacement cost of the vehicle makes 70% or more of its Market Value, or 70% or

more is destructed of the vehicle, or if according to the relevant conclusion the insured vehicle cannot be restored) of the vehicle and upon the Insurer's request – the certificate on legal status of a vehicle issued by the relevant authority.

8.2. Upon occurrence of the Insured Event under the coverage of section I of these Terms and Conditions (motor insurance) the Insured is also obliged:

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 relevant 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. Under coverage provided by Section II of the Insurance Terms and Conditions – Motor Third Party Liability Insurance, the Insured is also obliged:

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 in the moment of occurrence of the loss;

- 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 the Insured 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. The Insured's additional obligations upon occurrence of an Insured Event within the scope of coverage provided by Section III of the Insurance Terms and Conditions – Driver and Passengers' Motor Personal Accident Insurance:

8.4.1. The Insured shall ensure that an Injured person immediately applies to the medical institution and notifies the Insurer in writing about the event;

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 How the Insurance Indemnification is paid:**

8.5.1. In case the Insured has no premium indebtedness, the Insurer will pay the Insurance Reimbursement within 3 (three) working days after signing the Insurance Act unless the indemnity is postponed due to circumstances as it is provided for by the respective Section of the Insurance 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 resulting in damage, 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 authorized representative.

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

8.5.4. In case of partial damage of the vehicle, the payment of Insurance Indemnity, as per the 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. We 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.**