Information Sheet - Offer

1. **Insurer**: Joint Stock Company "Insurance Company Aldagi".
2. **Type (Name) of Insurance Contract:** Civil Liability Insurance Towards Third Parties Arising from the Operating of a Motor Vehicle.
3. **Description of Insured Risk and Insurance Coverage Terms:**

Within the framework of Civil Liability Insurance Towards Third Parties Arising from the Operating of Motor Vehicle, an insured event is damage to the life, health, or property of third parties caused as a result of the operation of the Insured Motor Vehicle by the Insured during the Insurance Period and as a result of which The Insurer's obligation arises to pay Insurance Indemnity in accordance with the Insurance Terms and Conditions.

In the event that Mini Casco has been purchased by the Policyholder and is specified in the Insurance Policy, the Insurer shall indemnify damage caused to the Insured Motor Vehicle during the Insurance Period as a result of a collision with another motor vehicle, within the Mini Casco Limit, only if such collision constitutes an Insured Event in accordance with Article 2 of the Insurance Terms and Conditions.

4. **Preconditions, amounts and rules of reimbursement of other financial expenses other than payment of insurance premium by the Policyholder –** not applicable.
5. **Type of Deductible, amount and preconditions of use:**

Deductible is the amount that is not subject to indemnification by the Insurer and shall be deducted from the amount of loss.

The type, amount and preconditions for the application of deductible (if any) shall be specified in the Insurance Policy.

If the type of deductible is not specified in the Insurance Policy, ordinary deductible shall apply.

A Deductible may be defined in various amounts in respect of all or individual types of loss.

6. **Exclusions under the Insurance Contract**

6.1 Under the Insurance Terms and Conditions, the insurance shall not apply and, accordingly, the loss incurred shall not be indemnified if any of the following circumstances occurred:

6.1.1 Operation or use of the Insured Motor Vehicle by a driver under 21 years of age and/or by a driver not authorised to drive;

6.1.2 Operation or use of the Insured Motor Vehicle by a person who is not in lawful possession of such Motor Vehicle;

6.1.3 Operation or use of the Insured Motor Vehicle by the Insured while under the influence of alcohol or narcotic substances;

6.1.4 If the Insured Motor Vehicle was unfit for operation;

6.1.5 Suicide or attempted suicide of the Insured or any intentional act aimed at causing a consequence that would otherwise be regarded as accidental; for the purposes of Mini Casco coverage, the cases of gross negligence;

6.1.6 Operation or use of the Insured Motor Vehicle within the territory of an aerodrome or airport;

6.1.7 Participation of the Insured Motor Vehicle in a rally, race, endurance or any other competition or testing;

6.1.8 Ionizing radiation, nuclear or other types of waste radiation and pollution; change in the natural state of gas containing radioactive, explosive, nuclear substances;

6.1.9 Transportation of radioactive, toxic, explosive or other hazardous substances;

6.1.10 Military operations, regardless of whether war is declared or not; conquest, civil war, mass riots, rebellion, dictatorial regime, state of emergency; terrorism or any manifestation thereof, as well as other force majeure circumstances, except for insured force majeure risks and the occurred event resulted from such circumstances;

6.1.11 Use of the Insured Motor Vehicle for commercial purposes (i.e. use of the Insured Motor Vehicle in any manner for the purpose of obtaining financial benefit). For the avoidance of doubt, where a taxi license has been issued in respect of the Insured Motor Vehicle at the time of issuing the Insurance Policy and/or occurrence of the Insured Event, for the purposes of the Insurance provided under these Terms and Conditions, it shall automatically be deemed, that the Insured Motor Vehicle is used for commercial purposes;

6.1.12 Any act which, under the legislation of Georgia, grants the Insurer the authority to deny payment of Insurance Indemnity.

6.2 Insurance shall in no circumstances cover:

6.2.1 Death of the Policyholder, Insured or passengers of the Insured Motor Vehicle or their bodily injury (including while boarding or alighting from the Insured Motor Vehicle);

6.2.2 Death or bodily injury of the Insured's employee(s) or a person who was in an employment or service relationship of subordination with the Insured at the time of the road traffic accident;

6.2.3 Death or bodily injury of the Insured's relatives;

6.2.4 Damage to any property owned by the Insured, entrusted to the Insured for safekeeping or transported by the Insured Motor Vehicle or any trailer attached thereto;

6.2.5 Liability arising under any other contract or agreement. Where another insurance contract exists under which the same interest is insured, the provisions applicable to double insurance shall apply. Accordingly, where the interest insured under this Insurance is simultaneously insured with more than one insurer (double insurance), You shall, immediately upon becoming aware thereof, notify Us and specify in such written notice the identity of the other insurer(s) and the extent of their liability. In such case, the insurers shall participate in the indemnification of the loss in proportion to their respective shares of liability as joint and several debtors. However, You shall not be entitled to recover, in aggregate, an amount exceeding the actual loss suffered;

6.2.6 Compensation paid to the injured party / liability assumed or recognized towards the injured party, if such occurred without Our written consent;

6.2.7 Deterioration of the health of a third party or an animal, or their death, shall not be indemnified if such deterioration of health or death occurs after the expiry of 12 calendar months from the date of the road traffic accident;

6.2.8 Any fine and/or sanction imposed on the Policyholder, as well as court and out-of-court expenses related to administrative and/or criminal proceedings connected with the Insured Event.

7. Refusal to Pay Insurance Indemnity

7.1 We shall be entitled to refuse payment of Insurance Indemnity in the following circumstances:

7.1.1 The injured party intentionally committed an unlawful act directly connected with the occurrence of the insured event;

7.1.2 You failed to fulfill the obligations imposed on You under these Terms and Conditions;

7.1.3 You failed to notify Us of the Insured Event within the time limits agreed in the Policy and these Terms and Conditions, and such failure substantially infringed our interests;
7.1.4 An information (documents) submitted by You for the purposes of risk assessment, determination of the existence of an Insured Event and/or calculation of the amount of Insurance Indemnity is knowingly false, inaccurate or falsified;
7.1.5 You refused to ensure the participation of Our representative in the investigation and examination of the causes of the Insured Event, the extend of the damage and other circumstances related to the Insured Event;
7.1.6 You failed to provide Us with any document required by Us under the Insurance Terms and Conditions;
7.1.7 You refused to provide Us with documents required for exercising rights of subrogation against the person responsible for the damage;
7.1.8 You paid compensation to a third party or reimbursed any costs of judicial and/or extrajudicial defence costs without Our prior written agreement;
7.1.9 You exceeded the two-week period established by Us due to non-payment of the Insurance Premium;
7.1.10 You failed to register the incident with the patrol police;
7.1.11 There was double insurance in respect of the interest insured by Us, but You failed to notify Us thereof in writing;
7.1.12 You alienated the Insured Motor Vehicle and failed to notify Us about such alienation in writing and 2 (two) weeks have passed since the fact of alienation;
7.1.13 In the cases provided for under Clauses 7.3, 10.2 and 14.1.2 of the Insurance Terms and Conditions.

7.2 Within the framework of Mini Casco, In the event of damage to the Insured Motor Vehicle as a result of an Insured Event, insurance indemnity shall not include the cost of restoration or replacement of internal or external parts, upgraded components, packaging, additional equipment or other accessories of any brand, make, manufacturer and/or company.
7.3 Upon confirmation of the occurrence of an Insured Event under the Civil Liability Insurance Towards Third Parties Arising from the Operation of a Motor Vehicle, and subject to these Terms and Conditions, We shall, within the Sum Insured and any sub-limits specified in the Insurance Policy (if any), and on the basis of a written agreement between You and Us, indemnify the compensation payable to the injured person on the basis of a court judgement that has entered into legal force. No Insurance Indemnity shall be payable where You and/or Your

representative admit the claim, in whole or in part, during court proceedings without Our prior written agreement.

7.4 The insurance act signed by the parties constitutes the basis for the Insurer to pay Insurance Indemnity. Until the insurance act is signed by the Policyholder, the Insurer is authorized not to issue insurance Indemnity.

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

8.1 Upon occurrence of an Insured Event, You are obliged to:

8.1.1 Immediately call the patrol police to the scene of the accident, contact Us and take all measures to preserve the scene of the road traffic accident until the arrival of the patrol police and Our representative;

8.1.2 Take all measures to secure Our right of subrogation against third parties responsible for the damage caused by the Insured Event, given that upon payment of the Insurance Indemnity, our right of claim against the person responsible for the damage and/or the liable party shall transfer to Us to the extent of the amount paid by Us. If due to Your fault We are unable to exercise Our rights of subrogation, We shall become entitled to refuse payment of Insurance Indemnity, and if such Indemnity has already been issued, to demand the return of the disbursed amount;

8.1.3 Upon the occurrence of an insured event, immediately notify Us about the event at the number indicated in the Policy, and within 3 days provide a written notice about the Insured Event;

8.1.4 Provide all necessary documents issued by competent authorities in connection with the Insured Event;

8.1.5 Assist Us in establishing the causes and consequences of the Insured Event, within the limits of Your capabilities;

8.1.6 Provide the following documents:

a) Written notice about the Insured Event;

b) Registration certificate of the motor vehicle;

c) Driving license of the Insured driver who was operating the motor vehicle at the moment of the Insured Event;

d) Certificate issued by the patrol police about the incident (with indication of the person responsible for the occurrence of the event);

e) Written claim for Insurance Indemnity;

f) Documentation confirming that the Beneficiary (the injured party or their heir) has submitted a claim against You;

g) Bank account details of You or the Beneficiary/Owner;

h) All other necessary documents requested by the Insurer arising from the specific case;
i) A certificate confirming whether the Insured was under the influence of alcohol, narcotic drugs, or toxic substances;
j) A report drawn up in the name of each injured party, related to the road traffic accident;
k) Medical certificate and other similar documents regarding the severity and nature of bodily injury sustained by a third party or the cause of their death. As well as, information regarding the possible influence of alcohol, narcotic drugs or toxic substances on the injured party at the time the damage occurred;
l) Death certificate and documents confirming inheritance (in the event of death of the injured party);
m) Documents confirming expenses incurred for compensation of damage caused to third parties;
n) Documents issued by relevant authorities confirming the amount of any payments/compensation/reimbursement paid or payable to the injured party or their heirs under state/universal/mandatory insurance and the legislation of Georgia;
o) Court judgment that has entered into legal force, establishing the amount of compensation for damage caused by You to the life, health or property of a third party, where the claim was considered through judicial proceedings; or where payment was made by agreement of the parties, a written document evidencing such agreement.

8.2 Taking into account the specifics and characteristics of a particular case, We reserve the right, where necessary, to request additional documents related to the Insured Event or to reduce the list of requested documents depending on the specifics of a particular case. For the avoidance of doubt, the aforementioned shall constitute Our right, not an obligation.

8.3 You are also obliged to:

8.3.1 Ensure that the injured party:

a) Immediately applies to a medical institution and notifies Us in writing about the event;
b) Undergoes medical examination with a doctor appointed by Us (if We deem it necessary);

8.3.2 In case of death of the injured party, notify Us about this within one week;

8.3.3 Provide Us with the following additional documents:

a) Medical documentation confirming the date of infliction of damage and diagnosis (specifically: copy of medical sheet/chart, document compiled by a medical expertise, certified copy of death certificate, etc.);
b) Identification documents of the injured parties;
c) In case of death, a death certificate and documents confirming inheritance;
d) Certificate from the patrol police regarding the incident.

8.3.4 Promptly notify Us of the time and place of inspection/expertise of the damaged property of a third party (before its repair) and give Us the opportunity to conduct an independent expertise for the purpose of determining the loss;

8.3.5 Systematically notify Us about the research of the causes and consequences of the event and also take part in such research;

8.3.6 Take all measures to ensure that the injured party does not apply to court before Our review of the claim for damage indemnity;

8.3.7 Assign to Us or to a person designated by Us, upon necessity, the following rights:

8.3.7.1 To represent You in court proceedings with all procedural powers, including the right to acknowledge liability regarding property claims (acknowledge the claim);

8.3.7.2 To conduct negotiations with injured parties and their representatives;

8.3.8 Without Our written consent, do not recognize a third party's claim for damage indemnity, do not assume the obligation to satisfy such claim and do not compensate for the caused damage.

8.4 Within the framework of Mini Casco, You are additionally obliged to:

8.4.1 Take all possible and reasonable measures to rescue the Insured Motor Vehicle, prevent and/or minimize any further loss or damage, without endangering life or health; When taking such measures You must act in accordance with Our instructions, if such have been given;

8.4.2 Do not start repairing the Insured Motor Vehicle until our representative inspects the motor vehicle and You receive relevant written confirmation from Us to start repairs.

8.5 Payment of Insurance Indemnity

8.5.1 Provided that You have no overdue Insurance Premium, We shall pay the Insurance Indemnity within 3 (three) business days from the date of signing of the insurance act by Us, unless the postponement of indemnity takes place, as provided by the relevant part of these terms;

8.5.2 We reserve the right to postpone making a decision regarding insurance indemnity if criminal proceedings have been initiated against the Policyholder, the Insured, the Beneficiary or their authorized representative in connection with the occurrence of the Insured Risk.

8.5.3 The amount of Insurance Indemnity shall be calculated in accordance with the provisions of these Terms and Conditions.
8.5.4 In the event of damage to the Insured Motor Vehicle under Mini Casco, payment of insurance indemnity, in accordance with our decision, may take place either by issuing indemnity to You/the owner of the Insured Motor Vehicle, or through direct settlement with the relevant service provider for the purposes of repair and/or restoration of the damaged Insured Motor Vehicle.
8.5.5 If, at the time of payment of Insurance Indemnity, You have any outstanding debt, We shall be entitled to deduct the amount of such debt from the Insurance Indemnity payable.
8.5.6 We also reserve the right to deduct from the insurance indemnity payable the amount of Insurance Premium (if any) payable by You to Us for the remaining Insurance Period as of the date of payment of the Insurance Indemnity.
8.5.7 The insurance act drawn up by the Insurer shall be signed by the Insurer, the Policyholder and Beneficiary/Owner.
8.5.8 The insurance act signed by the parties constitutes the basis for the Insurer to pay Insurance Indemnity. Until the insurance act is signed by the Policyholder, the Insurer is authorized not to issue insurance Indemnity.
8.5.9 The Insurance Indemnity shall be paid in GEL, in accordance with the official exchange rate established by the National Bank of Georgia on the date of payment.

This Offer contains non-exhaustive information regarding the terms and conditions of insurance and does not have the same legal force and effect as the Insurance Contract. Neither Your review of this Offer nor any explanations provided by Us in relation thereto shall give rise to any legal consequences, rights, obligations or claims between You and Us.