IMPORTANT!

Please read carefully:

By accepting the insurance terms (expressing consent) and purchasing this policy, you agree and confirm that:

a) in the event of any amendments or additions to the legislation during the validity period of the Policy regarding the form of the type of insurance provided for herein, the Insurer shall be entitled, without the additional consent or acceptance of the Policyholder and without changing the type of insurance, to provide insurance services to the Policyholder in another form of insurance in accordance with the rules and conditions established by law. In the event the Insurer exercises the authority specified herein, the Policyholder hereby consents to fulfill the obligations provided for by the relevant legislation;

b) You have read and agree to the insurance terms, which are available to you prior to the conclusion of the insurance contract;

c) You consent to receive information on amendments to the Insurance Terms and Conditions via text message; You have been informed of your rights in the event the Insurer unilaterally amends the Insurance Terms and Conditions and understand the legal consequences of your actions;

d) In case of a dispute regarding the insurance policy and Insurance Terms and Conditions, preference shall be given to the information/version stored with the Insurer;

e) All provisions of the Insurance Terms and Conditions and the Insurance Policy are clear and understandable, free from ambiguity, and any consent provided by you to purchase the insurance policy is expressed voluntarily, on the basis of prior review of all conditions (including personal data processing) and is equivalent to consent given by you in writing.

Terms and Conditions of Insurance of Civil Liability Towards Third Parties Arising from the Operating of a Motor Vehicle BOGMTPL/R -001/26

These Terms and Conditions are valid together with the **Insurance Policy**. Without the **Insurance Policy**, these Terms and Conditions have no legal force.

DEFINITION OF TERMS

The terms specified below are used in these Terms and Conditions and/or the respective Insurance Policy and are assigned the following meanings:

Policyholder – A physical person who is the lawful owner of the motor vehicle, who insures the civil liability arising towards third parties in connection with the operation of the **Insured Motor Vehicle**, with whom the **Insurance Contract** is directly concluded, and whose obligation is to pay the **Insurance Premium**;

Insurance Validity Period (Insurance Period) – The period set out in the **Policy**, during which your civil liability towards third parties arising from the operation of the motor vehicle is insured, and in respect of which Insured Events are subject to indemnification under this Insurance;

Insured – Any person, including the **Policyholder**, who lawfully possesses the **Insured Motor Vehicle** and is covered under this Insurance while operating the **Insured Motor Vehicle**. The **Insured** must be at least 21 years old and hold a valid driving licence issued and effective in accordance with the requirements of the legislation of Georgia;

Mini Casco – Additional coverage provided by the **Third-party Civil Liability Insurance Contract**, which includes the coverages provided by Article 3 of these Terms and Conditions and is valid during the **Insurance Period** until the **Mini Casco Limit** is exhausted;

Mini Casco Limit – The monetary amount specified in the **Insurance Policy**, which represents the upper limit of the total insurance indemnity payable by **Us** under the **Mini Casco**;

Insured Motor Vehicle – The motor vehicle specified in the **Policy** and lawfully possessed by **You**, the civil liability arising from the operation of which is insured;

Insurance Contract – A document (electronic or material) that regulates the rights and obligations arising between **You** and **Us** upon conclusion of the insurance, consisting of the **Insurance Policy** and these Insurance Terms and Conditions;

Beneficiary – Within the framework of **Third-party Civil Liability Insurance**: the person whose life, health, and/or property has been damaged as a result of the operation of the **Insured Motor Vehicle** by the **Insured**; and within the framework of **Mini Casco** - the owner of the **Insured Motor Vehicle**;

Sum Insured – A monetary amount specified in the **Insurance Policy**, which represents the upper limit of the total insurance indemnity payable by **Us** within the framework of **Third-Party Civil Liability Insurance** arising from the operation of the **Insured Motor Vehicle**;

Insurance Premium (Premium) – The amount that must be paid by **You** to purchase the Insurance immediately upon our delivery of the **Insurance Policy** to you;

Insurance Indemnity – The amount paid by **Us** upon the occurrence of an insured event for the benefit of **You**, the **Beneficiary**, or their heir. **Insurance Indemnity** is paid for the purpose of restoring the financial position existing prior to the occurrence of the insured event and shall under no circumstances include expenses incurred or to be incurred for the purpose of improving the position existing prior to the occurrence of the insured event;

Insurance Policy (Policy/Certificate) – A document issued and signed by the **Insurer** (electronically or physically) that confirms the conclusion of the **Insurance Contract** in accordance with these Terms and Conditions and reflects the principal terms of the **Insurance Contract**. In the event of any inconsistency between the information specified in the **Policy** and the provisions of these Terms and Conditions, the **Policy** shall prevail;

Deductible – The amount that is not subject to indemnification by the **Insurer** and shall be deducted from the amount of loss;

Territory of Insurance – The territory specified in the respective **Insurance Policy**, within which the insurance provided by these Terms and Conditions is effective;

Earned Insurance Premium – The portion of **Premium** proportional to the period elapsed from the commencement of the **Insurance Period** to a specific date during the **Insurance Period**;

Unearned Insurance Premium – The portion of **Premium** proportional to the period remaining from a specific date during the **Insurance Period** until the expiration of the **Insurance Period**;

Market Value – The monetary amount required on a local market to purchase a motor vehicle of the same make, model, and similar characteristics as the destroyed property/**Insured Motor Vehicle**;

Total Damage (Destruction) – Property is considered destroyed if its restoration cost amounts to 75% or more of its **Market Value**, or if 75% or more of the property is destroyed, or if there is a relevant conclusion that the property is not subject to restoration;

24-Hour Auto Assistance – During the **Insurance Period**, **You** may use the following services free of charge in respect of the **Insured Motor Vehicle** up to 3 (three) times in total: tyre replacement services, using only the spare tyre provided by the **Policyholder**; on-site resolution of minor technical problems (including, for example, jump-start service and fuel delivery, provided that the cost of fuel shall be borne by the **Policyholder**; this service does not include repair of major damage or reimbursement of the cost of spare parts); and, where urgently required, towing services. The territorial scope of these services is limited to Georgia. **24-Hour Auto Assistance** shall apply only if this service has been purchased by **You** and is specified in the **Insurance Policy**;

Remotely Concluded Contract – An insurance contract concluded between the **Insurer** and the **Policyholder** using one or more remote communication means organized by the **Insurer**;

Off-premises Contract – An insurance contract concluded between the **Insurer** and the **Policyholder** outside business premises and requiring their physical presence; a contract concluded on business premises or using any means of remote communication immediately after the **Policyholder** directly received an individual offer to conclude the contract outside business premises in the physical presence of the **Insurer** and **Policyholder**.

Depreciation – The natural reduction in the value of property over time;

We, Our - The **Insurer** / JSC Insurance Company Aldagi;

You, Your - Policyholder, **Insured**.

The list of terms set out in this section is not exhaustive and other terms may be separately defined in these Terms and Conditions, in which case priority shall be given to the more specific and comprehensive definition.

Other terms used in these Terms and Conditions shall have their ordinary meaning. In addition, If the meaning of a term is subject to different interpretations, preference shall be given to the meaning prescribed by applicable legislation, provided that such meaning is recognised under the legislation of Georgia.

1. Subject of Civil Liability Insurance Towards Third Parties Arising from the Operation of a Motor Vehicle

The subject of Civil Liability Towards Third Parties Arising from the Operating of Motor Vehicle is the civil liability of the **Insured** (except for moral damage), which arises as a result of the death or damage to the health/property of third parties resulting from the operation of the **Insured Motor Vehicle** by the **Insured**.

2. What is Covered Under Civil Liability Insurance Towards Third Parties Arising from the Operation of a Motor Vehicle (Insured Event)

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 **Our** obligation arises to pay Insurance Indemnity in accordance with these Terms and Conditions.

For the purposes of this Civil Liability Insurance Towards Third Parties Arising from the Operation of a Motor Vehicle, a third party shall mean any person other than the **Policyholder**, the **Insured**, passenger of the **Insured Motor Vehicle** (including while boarding or alighting) or the owner of the **Insured Motor Vehicle**.

3. Mini Casco

If **Mini Casco** has been purchased by **You** and is specified in the **Insurance Policy**, **We** 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 these Terms and Conditions.

In the event of damage to the **Insured Motor Vehicle** as a result of an Insured Event under **Mini Casco**, 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.

4. What is Covered

4.1 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 following:

4.1.1 Reasonable expenses incurred to save the lives and/or property of injured third parties or to mitigate damage;

4.1.2 Costs of judicial or extrajudicial proceedings relating to third-party claims, as well as expenses incurred in determining the circumstances of the Insured Event and the amount of loss (such expenses shall be indemnified within 10% of the **Sum Insured** specified in the **Insurance Policy**), provided that they have been agreed with **Us** in advance in writing;

4.1.3 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;

4.1.4 Compensation payable to third parties without a court judgement, provided that the amount of such compensation has been agreed with **Us** in writing and if the injured party confirms in writing that they have no further claims arising out of and in relation with the insured event;

4.2 The amount of compensation payable without a court judgement, which shall not exceed the Sum Insured/applicable liability limit specified in the Policy, shall be calculated in the following manner:

4.2.1 In the event of death of a third party or damage to a third party's health - the amount of material damage suffered shall be determined as follows:

a) Salary (income) lost by the injured person as a result of partial or complete incapacity for work, for a period not exceeding 24 months from the date the incapacity for work is established;

b) Additional expenses resulting from the health damage, including treatment, supplementary nutrition, medications, prosthetic treatment, supervision and care, purchase of a special vehicle, professional retraining expenses, if it is established that the injured person needs this type of assistance and has no right to receive them free of charge;

c) The portion of salary (income) that, as a result of the death of the injured person, is lost by persons incapable of work who were dependent on the injured person or were entitled to receive maintenance from them (in the form of regular payments), for a period of 24 months following the death of the injured person;

4.2.2 If third parties sustain property damage, within the **Sum Insured**, we shall indemnify the following:

a) In the event of total destruction of property - the amount of market or restoration value of the destroyed property, taking into account the specifics of the infringed property, less depreciation and the value of remaining details that can still be used; However, if a motor vehicle is destroyed, we shall indemnify its **Market Value** within the **Sum Insured**;

b) In the event of partial damage to property - restoration costs required to return the property to the state existing immediately prior to the damage;

c) In the event of damage to animal(s) - their relevant treatment costs provided that their damage was directly caused by the operation of the **Insured Motor Vehicle** by the **Insured**, they were not inside the **Insured Motor Vehicle** and the identity of the owners of such animals is confirmed by documentation.

4.3 In case of bodily injury to or death of several persons caused by an Insured Event, as well as property damage, where the total amount of loss exceeds the liability limit applicable to a single Insured Event (or, in the absence of such limit - the **Sum Insured** specified in the **Policy**), the compensation payable to each injured party shall be reduced proportionately based on the ratio of the applicable liability limit to the total amount of loss;

4.4 Where a sub-limit is specified in the **Policy**, the amount of Insurance Indemnity shall be limited by such sub-limit;

4.5 Any loss arising from a single event shall be deemed a single Insured Event. No one has the right to receive indemnity more than once under this insurance for the same damage or any part thereof;

4.6 The total amount of insurance indemnity payable in respect of damage caused to third party(ies), regardless of the number of events, cannot exceed the **Sum Insured**/limit specified in the **Policy** for this coverage.

4.7 Under **Mini Casco**:

4.7.1 Upon confirmation of the occurrence of an insured event, **We** are authorized, within the **Mini Casco Limit** specified in the **Insurance Policy**, to indemnify **You** for the repair costs of damaged spare parts of the **Insured Motor Vehicle** that remain suitable for use, or, if the damaged spare parts are not repairable, the costs of purchasing and installing second-hand spare parts available on the local market.

4.7.1.1 Where the **Insured Motor Vehicle** is transferred to the repair facility indicated by **Us**, you shall pay only the amount of **Deductible** (if applicable), and the remaining repair costs shall be reimbursed directly by **Us** to the repair facility subject to the limits specified by the **Insurance Policy**.

4.7.1.2 In the event that you do not wish to have the vehicle transferred to the repair facility designated by **Us** and the vehicle is transferred to a repair facility of **Your** choice, We shall pay the insurance indemnity after **You** submit a cost estimate (commercial invoice, tax invoice) issued by such repair facility. However, we shall be entitled to pay insurance indemnity within the repair cost estimate of the calculation provided by **Our** designated repair facility, taking into account the **Deductible** (if applicable). Furthermore, if as a result of an Insured Event under **Mini Casco**, a wheel rim of the motor vehicle is damaged in such a way that the damage does not affect the safe operation of the motor vehicle, **We** shall indemnify only the repair cost of such wheel rim.

4.7.2 In the event that **We** and **You** fail to reach an agreement on the final amount of loss, the loss shall be assessed through an independent expert institution of relevant qualification. In addition, the expenses of such assessment shall be determined as follows:

a) where the assessment (expertise) is carried out at **Our** request and initiative, the related expenses shall be borne by **Us**;

b) where the assessment (expertise) is carried out at **Your** request and initiative, the related expenses shall be borne by **You**;

c) where the assessment (expertise) is carried out at the joint request and initiative of **You** and **Us**, the related expenses shall be shared equally between **You** and **Us**.

4.8 If, as a result of an Insured Event under Mini Casco, the **Insured Motor Vehicle** is unable to move under its own power, **We** shall arrange for the towing of the **Insured Motor Vehicle** to an agreed repair facility or to an address indicated by the **Policyholder**, up to a maximum of three times during the **Insurance Period**. For the avoidance of doubt, this provision shall apply only within the territory of Georgia.

4.9 Under **24-Hour Auto Assistance**, in addition to the service provided under Clause 4.8, up to a maximum of three times during the **Insurance Period**, **We** shall additionally arrange for tyre replacement services for the **Insured Motor Vehicle** – using only the spare tyre provided by the **Policyholder** and provide on-site resolution of minor technical problems (e.g., jump-start service and fuel delivery, provided that the cost of fuel shall be borne by the **Policyholder**). This service shall not include repair of major damage or reimbursement of the cost of spare parts.

5. What is Not Covered (Exclusions)

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

5.1.1 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;

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

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

5.1.4 If the **Insured Motor Vehicle** was unfit for operation;

5.1.5 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;

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

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

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

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

5.1.10 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;

5.1.11 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 licence 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;

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

5.2 Insurance shall in no circumstances cover:

5.2.1 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**);

5.2.2 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;

5.2.3 Death or bodily injury of the **Insured's** relatives;

5.2.4 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;

5.2.5 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;

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

5.2.7 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;

5.2.8 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.

6. What are Sum Insured, Limit and Deductible and How Are they Determined

6.1 The **Sum Insured** and **Mini Casco Limit** are the maximum monetary amounts agreed between **You** and **Us** and specified in the **Insurance Policy**, within which we shall pay insurance indemnity under the relevant section of the **Insurance Policy**.

6.2 On the basis of agreement between **You** and **Us**, sub-limits of **Our** liability may be established within the **Sum Insured** and/or **Mini Casco Limit** specified in the **Insurance Policy**. Such sub-limits shall represent the maximum amount of Insurance Indemnity payable by **Us**:

6.2.1 For each risk;

6.2.2 For each/individual Insured Event and/or for each injured party.

6.3 Upon payment of Insurance Indemnity in respect of an Insured Event, the **Sum Insured** and/or the **Mini Casco Limit** shall be reduced by the amount indemnified under the relevant section of the Insurance.

6.4 A **Deductible** may be specified in the **Insurance Policy**, which represents the amount of money that is deducted from the total amount of Insurance Indemnity and for which **We** are not responsible.

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

7. What is Insurance Premium and How to Pay It

7.1 **Insurance Premium** is the fee for insurance that **You** must pay **Us** in accordance with these Terms and Conditions and within the rules and deadlines established and provided by the Insurance Policy;

7.2 The **Insurance Premium** shall be payable either in a single payment or in installments with a specified periodicity. The periodicity, deadlines, and other material terms relating to the payment of the **Insurance Premium** shall be determined upon issuance of the **Insurance Policy** and shall be specified therein.

7.3 If the **Insurance Premium** is not paid on time and within the deadlines specified in the **Insurance Policy**, **You** shall be given additional payment period of two weeks. If after the expiration of this two-week period an Insured Event occurs and payment has not been made, **We** shall be released from the obligation to pay Insurance Indemnity.

7.4 Failure to pay the **Insurance Premium** on time gives us the right to notify **You** one month in advance about the termination of the contract and upon expiry of such notice period without payment having been made, to terminate the **Insurance Contract**.

8. Insurance Contract

8.1 In order for the **Insurance Contract** to be concluded, it is necessary to fill out an application regarding the policy (if any), submit your ID card and the registration certificate of the **Insured Motor Vehicle**. Please note that you bear full responsibility for the accuracy of the filled information. On the basis of providing all necessary information to us, the **Policy** will be prepared and sent to **You** along with these Terms and Conditions to **Your** electronic address or handed over in material form.

8.2 Issuance of the **Insurance Policy** by **Us** confirms the conclusion of the **Insurance Contract**. Only where an **Insurance Policy** has been issued shall **We** be obliged, in consideration of the **Insurance Premium**, to pay Insurance Indemnity upon the occurrence of an Insured Event.

8.3 **You** are obliged to ensure the storage of the **Insurance Policy** and attached Terms and Conditions sent to **Your** electronic address throughout the entire **Insurance Period**.

8.4 In case of any change in the insurance coverage terms during the **Insurance Period**, such changes must be reflected in the **Policy** or its annex, which shall also be sent to **Your** electronic address. In case of discrepancy between the **Policy** and Insurance Terms and Conditions, preference shall be given to the **Policy**.

9. Provision of Information for Risk Degree Assessment

9.1 **We** shall provide **You** with and explain these Insurance Terms and Conditions to **You**.

9.2 **We** shall have the right before issuing the **Insurance Policy**, and where necessary after its issuance, to request any documents necessary for the assessment of the risk of occurrence of an Insured Event;

9.3 Prior to the conclusion of the insurance, **You** are obliged to notify **Us** of all circumstances known to **You** that may affect the assessment of the risk of occurrence of the Insured Event;

9.4 **You** must immediately notify us in writing of any changes in the circumstances disclosed to us upon issuance of the **Insurance Policy** or of any previously existing circumstances unknown to **You** or any new circumstances that subsequently become known, if they increase the risk of occurrence of the Insured Event;

9.5 In addition to the information specified above, **You** must immediately notify **Us** of any change in **Your** address or place of residence. Otherwise, any correspondence or notice sent by **Us** to the address indicated by **You** shall be deemed duly delivered and received. The same shall apply if the address provided by **You** is inaccurate or contains errors.

9.6 **Your** obligation to provide information to **Us** shall apply throughout the entire **Insurance Period** and shall not be limited only to information necessary for assessing the degree of risk. It shall also extend to any information relating to the determination of the amount of Insurance Indemnity and/or the establishment of **Our** obligations under the Insurance Contract.

10. Term of the Insurance Contract / Insurance Period

10.1 Unless otherwise specified in the **Policy**, the **Policy** shall be issued for a term of 1(one) year.

10.2 The Insurance shall enter into force from 24:00 on the first day of the period specified in the **Insurance Policy** and shall remain in force until 24:00 on the last day of the period specified therein, unless otherwise provided by the **Insurance Policy**. In addition, **We** shall not pay Insurance Indemnity in respect of Insured Events occurring before payment by **You** of the first or single instalment of the **Insurance Premium** and, if the **Insurance Policy** is multi-year, before payment of the first or single instalment of the **Insurance Premium** due for the first or any subsequent Policy Year.

11. Under What Circumstances May the Insurance Terms Be Amended

11.1 If the Insurance Risk increases during the validity period of the **Insurance Policy**, **We** may require an amendment to the terms of the Insurance or the payment of an additional **Insurance Premium**. Any such requirement made by **Us** shall be binding upon **You**.

11.2 Your refusal to accept amendments to the insurance terms or pay an additional **Premium** gives us the right to cancel the **Insurance Policy** with effect from the date on which the relevant increase in Insurance Risk occurred and to terminate the Insurance upon one month's prior notice. Such notice period shall not apply if the increase in insurance risk is caused by your intentional act or gross negligence.

11.3 In case of change of circumstances affecting the material terms of the **Insurance Contract**, including the change of risk degree, insurance volume, **Policy Validity Period** or the amount of **Insurance Premium**, an annex to the **Policy** signed by us will be sent to your electronic address.

12. Termination of Insurance/Policy

12.1 The validity of Insurance may be terminated prematurely, without additional time and prior written notice in the following circumstances:

12.1.1 Upon exhaustion of the **Sum Insured** and **Mini Casco Limit** specified in the **Policy**;

12.1.2 If after the Insurance has entered into force, the possibility of occurrence of the Insured Event ceases and the existence of the Insurance Risk terminates under any circumstances, other than the Insured Event;

12.1.3 If the increase in Insurance Risk is caused by your intentional act or gross negligence;

12.2 The Insurance validity may be terminated subject to a one-month prior written notice in the following circumstances:

12.2.1 In the event of failure to pay the **Insurance Premium** within the timeframes specified in the **Policy**. Furthermore, for the avoidance of any doubt, failure to pay the **Insurance Premium** on time shall not result in the automatic termination of Insurance. The validity of Insurance shall be terminated upon observing a

one-month period, on the basis of a notice sent to **You** by **Us** in accordance with the procedure provided by clause 7.4 of these Terms and Conditions and in compliance with the conditions established by the same clause;

12.2.2 In the event of **Your** refusal to pay an additional **Premium** or accept amendments to the Insurance terms upon an increase in insurance risk;

12.2.3 Upon **Your** request;

12.3 In case of premature termination of the **Insurance Policy** provided for under clause 12.2.2 herein, the **Unearned Premium** is not subject to return.

12.4 In the event of your cancellation of the **Insurance Contract**, the issue of refunding the **Insurance Premium** paid to **Us** shall be regulated as follows: if no loss has been indemnified and/or reported during the validity period of the **Policy**, the **Unearned Insurance Premium** paid by **You** shall be refunded to **You** in proportion to the remaining period of insurance.

12.5 In the event of our indemnification of any loss during the validity period of the **Policy**, regardless of the grounds for termination of the **Insurance Policy**, the **Unearned Insurance Premium** shall not be subject to refund, and in the case of payment of the **Insurance Premium** in installments, the **Unearned Insurance Premium** shall be subject to full payment by **You**.

12.6 It is mandatory to notify each other in writing about the premature termination of the **Insurance Policy**, no later than 30 days before termination, except for the cases provided by clause 12.1 herein, when the Insurance is terminated from the moment of occurrence of such event.

12.7 **The policyholder** is entitled, without specifying any reason and without incurring any penalty and extra fee, to withdraw from the **Contract**: in case of concluding the **Insurance Contract** remotely or off-premises – within 14 days from its conclusion.

12.7.1 **The policyholder** shall not be entitled to withdraw from the **Contract** on the basis of clause 12.7 herein and accordingly the provisions of this clause shall not apply to:

a) An **Insurance Contract** with a **Premium** not exceeding 30 GEL;

b) An **Insurance Contract** with a term of validity shorter than the withdrawal period;

c) An **Insurance Contract** related to a primary contract, where the primary contract does not include the right of withdrawal;

d) An **Insurance Contract** the price of which depends on financial market fluctuations beyond the control of the **Insurer**, which may occur during the withdrawal period;

e) If, prior to the expiry of the withdrawal period, the **Policyholder** explicitly and clearly requested the provision of services under the terms of the **Insurance Contract**, and the **Insurer** informed them that by receiving such services, the **Policyholder** forfeits the right of withdrawal.

12.8 Consequences of withdrawal from the contract:

12.8.1 Upon the **Policyholder's** withdrawal from the contract on the basis of Clause 12.7 herein, the obligations assumed by the parties under the **Distance Contract** or **Off-Premises Contract** shall be voided, and anything received by the parties through its performance shall be returned to them.

12.8.2 In case of withdrawal from the **Contract**, the **Insurer** is obliged to:

a) Return the paid premium (if any) to the **Policyholder** in full, no later than 14 calendar days from the receipt of the notice of withdrawal from the **Contract**. The **Insurer** is not obligated to refund to the **Policyholder** any additional costs incurred as a result of the **Policyholder** choosing a non-standard delivery service or a delivery service more expensive than that offered by the **Insurer**;

b) Reimburse the amount using the same payment methods used by the **Policyholder**, unless the **Policyholder** agrees to use another payment method and no additional costs arise from them.

13. Insurance Act

13.1 The insurance act drawn up by the **Insurer** shall be signed by the **Insurer**, the **Policyholder** and **Beneficiary/Owner**.

13.2 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.

14. Your Obligations / Actions Upon Occurrence of an Insured Event

14.1 **You** are obliged to:

14.1.1 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;

14.1.2 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;

14.1.3 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;

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

14.1.5 Assist **Us** in establishing the causes and consequences of the Insured Event, within the limits of your capabilities;

14.1.6 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 damage caused to the health of 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.

14.2 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.

14.3 **You** are also obliged to:

14.3.1 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);

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

14.3.3 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.

14.3.4 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;

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

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

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

- To represent **You** in court proceedings with all procedural powers, including the right to acknowledge liability regarding property claims (acknowledge the claim);
- To conduct negotiations with injured parties and their representatives;

14.3.8 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.

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

14.4.1 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;

14.4.2 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.

15. How Insurance Indemnity is Paid

15.1 Provided that you have no outstanding **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 compensation takes place, as provided by the relevant part of these terms;

15.2 **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.

15.3 The amount of Insurance Indemnity shall be calculated in accordance with the provisions of these Terms and Conditions.

15.4 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**.

15.5 If, at the time of payment of Insurance Indemnity, **You** have any outstanding **Insurance Premium** debt, **We** shall be entitled to deduct the amount of such debt from the Insurance Indemnity payable.

15.6 **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.

16. Refusal to Pay Insurance Indemnity

16.1 We may refuse pay Insurance Indemnity in the following circumstances:

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

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

16.1.3 **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;

16.1.4 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;

16.1.5 **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;

16.1.6 **You** failed to provide **Us** with any document required by **Us** under these these Terms and Conditions;

16.1.7 You refused provide **Us** with documents required for exercising rights of subrogation against the person responsible for the damage;

16.1.8 **You** paid compensation to a third party or reimbursed any costs of judicial and/or extrajudicial defence costs without **Our** prior written agreement;

16.1.9 **You** exceeded the two-week period established by **Us** due to non-payment of the **Insurance Premium**;

16.1.10 **You** failed to register the incident with the patrol police;

16.1.11 There was double insurance in respect of the interest insured by **Us**, but **You** failed to notify **Us** thereof in writing;

16.1.12 **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;

16.1.13 In the cases provided for under Clauses 7.3, 10.2 and 14.1.2 of these Terms and Conditions.

16.2 Refusal to pay insurance indemnity shall be provided to **You** in in writing and shall include the reasons justifying such refusal.

17. Rule for Resolution of Disputes

17.1 Disputes arising in connection with Insurance provided under these Terms and Conditions shall be resolved through negotiations and, if no agreement is reached, through the courts in accordance with the legislation of Georgia.

17.2 In the event of any dispute or disagreement relating to the performance of the **Insurance Contract**, the Parties shall be entitled, for the purpose of reaching an amicable settlement, to apply to the "Insurance Mediation" service of the Non-Entrepreneurial (Non-Commercial) Legal Entity "Association of Insurance Companies of Georgia" (Identification No. 204878481) via the hotline at (+995 32) 2555155 or by e-mail at mediacia@insurance.org.ge. If no settlement is reached through the "Insurance Mediation" service, the Parties shall refer the dispute to the courts in accordance with Clause 17.1.

18. Confidentiality

All information exchanged between **You** and **Us** (whether oral or written) that constitutes a commercial secret or other valuable information shall be considered confidential and may not be disclosed to third parties without prior agreement, unless such disclosure is related to the performance of obligations arising from the **Insurance Contract** or is required under the legislation of Georgia.

19. Provision of Information

19.1 All notices and/or other information related to the **Insurance Contract** shall be provided to **You** by any communication means, including by sending information/notice to **Your** email address and/or telephone number via short text message or to the address/ place of residence specified in the **Application**.

19.2 In the event that **You** have specified an email address and/or telephone number in the **Insurance Application** - the notice shall be considered delivered/received on the day it was sent to **You**.

19.3 In the event that the notice is sent to **You** at an email address and/or telephone number different from the one specified in the **Insurance Application**, the notice shall be considered delivered on the day of its receipt by **You**, if the receipt of the notice is confirmed by **You**.

19.4 In the event of failure to promptly notify **Us** about the change in **Your** address/ place of residence /e-mail address and/or telephone number or other details, any correspondence/notice sent by **Us** shall be considered received by **You**.