



ALPHA
Insurance

Motor Insurance

Terms and Conditions

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Motor Insurance Terms and Conditions Recitals

c.Tbilisi

These **Motor Insurance Terms and Conditions** (hereinafter referred to as the “**Insurance Terms and Conditions**”) include following insurance coverages /sections:

Definitions

Section I: CASCO insurance;

Section II: Motor Third Party Liability Insurance (MTPL);

Section III: Motor Personal Accident Insurance (MPA);

Section IV: General Conditions.

As used in these Terms and Conditions and/or the relevant Insurance Policy, the following terms shall have the following meanings:

1. Definitions

1.1. **Motor Insurance Application Form (Application)** – a questionnaire to be filled in by the **Insured** in the form approved by the **Insurer**.

1.2. **Reinstatement Value**- the amount necessary to reinstate the damaged property / **Vehicle** (Market Value of works, materials and spare parts).

1.3. **Earned Insurance Premium** – premium for the specific date during the **Insurance Period**, proportional to the time passed from the inception of the insurance until the given date.

1.4. **Unearned Insurance Premium**- premium for the specific date during the **Insurance Period**, proportional to the remaining time of the **Insurance Period** from a certain date until its expiry.

1.5. **Insurance Period** -Period indicated in the **Insurance Policy**, during which insurance cover is valid.

1.6. **Insurance Terms and Conditions** – these terms and conditions that describe the insurance coverage and procedures for its implementation.

1.7. **Insurance Coverage Area** - the area, within which the insurance is effected as specified in the **Insurance Policy**.

1.8. **Claims Settlement Act** -a document confirming the recognition of the **Insured Event** by the **Insurer**, that is the basis for the payment of **Insurance Indemnity**.

1.9. **Insured Vehicle (Vehicle)**- a vehicle indicated in the **Insurance Policy**.

1.10. **Technical Malfunction**-Condition whereby **Insured Vehicle** is not suitable for driving and operation and/or has any system malfunction, including electrical wiring and/or equipment, brakes, airbags, gas apparatus and/or system, combustion system, undercarriage, and main components (engine, gearbox, clutch) that may cause or contribute to the occurrence of the Insured Event;

1.11. **Insured**- a legal entity/individual entering into **Insurance Agreement** and responsible for paying corresponding **Insurance Premium**;

1.12. **Third party** – any legal entity or individual, other than the **Insured**/owner of the **Insured Vehicle**, their employees, their family members, passengers and driver of the **Insured Vehicle**, whose life, health and/or property has been damaged as a result of driving the **Insured Vehicle**.

1.13. **Main Provisions** - a summary of the main provisions of these Terms and Conditions, providing the client with general information. In the event of any conflict or inconsistency between Main Provisions and these Terms and Conditions, these Terms and Conditions shall prevail.

1.14. Beneficiary:

- Under CASCO Insurance, a legal entity/individual indicated in the **Insurance Policy**, entitled to receive **Insurance Indemnity** in accordance with this Agreement;
- Under Motor Third Party Liability Insurance, any third party, whose life, health and/or property has been damaged as a result of an **Insured Event**;
- Under Motor Personal Accident Insurance, a driver or passenger (s) of the **Insured Vehicle** who suffered loss as a result of the **Insured Event**.

- 1.15. **Limit of Liability per Person**- Sub-limit per passenger/driver indicated in the **Insurance Policy**. If no such limit is indicated in the **Insurance Policy**, the **Sum Insured** shall be divided by the number of passengers (including the driver) of the **Vehicle** at the time of the Insured Event.
- 1.16. **Average Clause** - If the **Sum Insured** at the time of the **Insured Event** is less than the **Market Value** of the **Insured Vehicle**, the **Insurance Indemnity** shall be reduced by the ratio between the **Sum Insured** and **Market Value**.
- 1.17. **Market Value**- price of the **Vehicle** and/or its parts (similar to that of the Insured Vehicle or its parts) on the Georgian market at the time of the **Insured Event**;
- 1.18. **Road Accident (Accident)** -an event of damage to the life, health and/or vehicle, building and/or other property during the driving of a **Vehicle** and with the participation of the said **Vehicle** on roads.
- 1.19. **Road** - an engineering structure which is to ensure safe and convenient movement of vehicles according to specified speeds, axle loads and dimensions.
- 1.20. **Total Loss / Destruction** - Event, where the Reinstatement Value exceeds 70% of the **Insured Sum** of the **Insured Vehicle** at the time of the **Insured Event**.
- 1.21. **Loss of Vehicle** - a loss caused by theft, robbery, burglary of the **Vehicle**, and the **Vehicle** cannot be found within three (3) months following the date of the **Insured Event**.
- 1.22. **Insurance Policy** -a document certifying the insurance and containing all the essential details of this insurance. In case of any discrepancy between the **Insurance Policy** and these **Terms and Conditions**, the **Insurance Policy** shall prevail.
- 1.23. **Sum Insured**- a maximum amount specified in the **Insurance Policy**, that can be indemnified by the **Insurer** in accordance with the terms and conditions of this Agreement.
- 1.24. **Insurance Indemnity** -Amount payable to the **Beneficiary** in accordance with the terms and conditions of the **Insurance Agreement** upon occurrence of the **Insured Event**;
- 1.25. **Insurance Premium**- Insurance service fee to be paid by the **Insured** to the **Insurer** in the amount and form as indicated in the insurance terms and conditions.
- 1.26. **Insurance Agreement**- set of **Insurance Policy**, **Application**, these **Terms and Conditions**, and **Main Provisions**.
- 1.27. **Insured Event** -An event under these **Terms and Conditions**, upon the occurrence of which the **Insurer** shall compensate for loss.
- 1.28. **Authorized Driver**- an individual(s), duly licensed to drive a **Vehicle** of the appropriate category, as indicated in the **Insurance Policy**.
- 1.29. **Deductible** -amount indicated in the **Insurance Policy**, not payable by the **Insurer** and which is deducted from the amount of each and every loss.
- 1.30. **Insurer**- JSC “Insurance Company Alpha”, identification number: 204568896.
- 1.31. **Non-OEM Details**-Any parts, details or accessories of the **Vehicle** (including plate number), not manufactured by the manufacturer of the **Insured Vehicle** or not listed in the **Vehicle** set as per VIN.
- 1.32. **Vehicle for Personal Use** - a Vehicle owned/held in trust by an individual and/or an organization that is used by an individual for non-commercial purposes. This means that the **Vehicle** is not used for activities necessary for the operation of the organization, including for the transportation of employees, for business trips, administrative and economic purposes, etc., which does not include the use of the **Vehicle** to generate income.
- 1.33. **Vehicle for Commercial Use**- a **Vehicle** owned/held in trust by an individual and/or an organization that is used to generate income, with the exception of taxis and rented vehicles.
- 1.34. **Day, Week, Month** - calendar day, week, month, unless otherwise specified in the Agreement.

Section I

CASCO Insurance Terms and Conditions

CASCO Insurance:

1. An **Insured Event** means a damage to/Total Loss /or loss of the **Vehicle** (including OEM details, mirrors, devices and accessories that are an integral part of it) occurred in the **Insurance Coverage Area** during the **Insurance Period** as a result of the following risks (unless otherwise specified in the **Insurance Policy**):
 - Road Accident (Accident);
 - Fire, explosion, lightning strike;

- Falling objects;
- Theft (including any integral external parts of the vehicle), robbery, burglary, vandalism;
- Natural disasters, including hail;

2. Insurance Indemnity:

2.1. Insurer shall indemnify:

2.1.1. In case of partial loss - **Reinstatement Value** of damaged **Vehicle** less the amount of **Deductible**, the amount of VAT (if applicable) specified in the invoice. If the **Vehicle** is older than 3 years and/or the damaged part cannot be repaired, the **Insurer** shall have the right to indemnify the **Insured** based on the prices of used OEM parts. If the **Market Value** of the used OEM parts cannot be determined, payment shall be made taking into account the price of new, non-OEM parts. In case of damage to a non-OEM part, the **Insurer** shall decide to compensate for loss: with a similar non-OEM part, used OEM part of a particular vehicle or a new non-OEM part of another production; If the **Vehicle** is not older than three (3) years and is covered by the warranty of the relevant service center, the amount to be paid shall be calculated on the basis of an estimate prepared by the relevant center.

Payment shall be made to the auto service center conducting repairs of the damaged **Vehicle**, or directly to the **Insured** (no more than the amount determined by the service center excluding VAT (if any)), as decided by the **Insurer**.

2.1.2. In case of partial damage, if the **Insured** fails to transfer the ownership right over the removed/damaged details to the **Insurer**, the **Insurer** shall have the right to deduct the residual value of the specified details from the Insurance Indemnity to be paid for a subsequent **Insured Event** during the insurance period.

2.1.3. In case of **Total Loss/loss- Market Value** at the time of the **Insured Event**, within the **Sum Insured**, less the amount of **Deductible**, the amount already indemnified during the **Insurance Period** (if any), remaining/unpaid part of the **Insurance Premium** and the residual value of the **Vehicle**. In addition, the **Insurer** shall have the right to compensate for losses, without deducting the residual value, in this case, the right of ownership over the **Vehicle**, which is deemed to be completely destroyed, shall be transferred to the **Insurer**. For the purposes of this clause, the party authorized to make a decision on the form of compensation shall be the **Insurer**.

2.2. In case of loss/destruction of the **Vehicle**, in exchange for payment of the **Market Value**, the **Insurer** has the right to offer the **Insured** a replacement with a vehicle having similar characteristics, and in this case the **Insured** shall pay the amount of the **Deductible** to the **Insurer** (if the **Insured** agrees to such an offer).

2.3. If the **Sum Insured** specified in the **Insurance Policy** at the time of the **Insured Event** is 10% or/and more less than the actual **Market Value** of the **Insured Vehicle**, the **Insurer** shall indemnify depending on the ratio between the **Sum Insured** and **Market Value**.

2.4. Minor **Insured Events** can be settled without a patrol police report (if the **Insured** is present at the scene) when a **Third Person** and/or his/her property cannot be identified. The amount of the estimated damage, which is assessed by the Claims Adjustment Manager, should not exceed GEL 1,000. At the same time, the **Insurer** reserves the right to call the patrol police in case of any suspicious situation, regardless of whether this coverage is active or not. Under this Paragraph, services may be rendered in favor of the **Insured** for no more than three (3) insured events during the entire **Insurance Period**.

3. Exclusions:

This insurance does not cover loss or damage caused by or arising out of:

- 3.1. reinstatement /repair works performed on a damaged **Vehicle** without the consent of the **Insurer**;
- 3.2. wear and tear, corrosion, rust, inherent defects, use of defective materials or other natural causes, maintenance and warranty repairs of the **Insured Vehicle**;
- 3.3. loss of **Market Value** due to repairs of the **Vehicle**;
- 3.4. damage directly to the tires /wheels of the vehicle, except in cases where in addition to tires /wheels, other parts of the **Vehicle** are also damaged;
- 3.5. damage to the undercarriage, transmission, engine, tires and/or wheels of the **Insured Vehicle** caused by the damaged road;
- 3.6. damage to the **Vehicle** in an unknown situation, if the **Insurer** and the Patrol Police were not immediately notified by the **Insured** or **Authorized Driver**, or if the **Vehicle** was moved from the scene of the accident without the **Insurer's** permission;

- 3.7. losses caused by the confiscation of the **Vehicle** by the relevant authorized bodies of the state;
- 3.8. robbery, theft, burglary of the **Vehicle** muffler (catalytic converter);
- 3.9. mechanical or electrical failure, except in cases of external damage to the **Vehicle** caused by the **Insured Risk**;
- 3.10. works carried out to improve pre-insurance condition of the **Insured Vehicle**;
- 3.11. fraud/ deception by a **Third Party** for the purpose of misappropriation of the **Insured Vehicle**;
- 3.12. cost of tents, blankets, paint protection films;
- 3.13. Vehicle repairs outside the territory of Georgia (in the absence of an additional agreement between the **Insurer** and the **Insured**); If a motor car is insured (with a maximum authorised mass of 3.5 tons) and the **Policy** applies to territories other than Georgia, only a confirmed **Road Accident** is subject to compensation in case of loss.

Section II

Motor Third Party Liability Insurance (MTPL) Terms and Conditions

If MTPL coverage is purchased under the **Insurance Policy** (**Insured Sum** under MTPL section), the **Insured** is entitled to the coverage provided for in this section.

1. MTPL Insurance

Liability of the vehicle owner as a result of a **Road Accident** while driving an **Insured Vehicle** by an Authorized Driver within the **Insurance Coverage Area** during the **Insurance Period**:

- 1.1. For bodily injury or death of a **Third Party**;
- 1.2. For damage to or destruction of property of a **Third Party**;

2. Insurance Indemnity

2.1. **Under this insurance, the Insurer shall indemnify:**

- 2.1.1. Compensation payable by the **Insured /Authorized Driver**, based on the enforceable court decision, for damage caused to Third Party(ies) with the participation of the **Vehicle**, or
- 2.1.2. Compensation agreed among the **Insured**, the **Insurer** and the injured **Third Party** and if the injured **Third Party** confirms in writing that, after receiving the amount/services/property agreed by the parties, he/she has no further claims against the **Insurer, Insured or Authorized Driver**;

2.2. This insurance will also cover any court and out-of-court expenses related to civil liability, agreed with **Insurer** in writing in advance, but limited to 20% of the **Sum Insured**.

2.3. The total amount to be indemnified shall be limited to the **Sum Insured** specified in the **Insurance Policy**, regardless of the number of injured persons and the amount of total damage caused.

2.4. To pay Insurance Indemnity, the **Insurer** shall have the right to require the **Insured** to submit a final court decision on compensation for damages to a **Third Party**.

2.5. Payment of any expenses/amounts related to the **Insured Event** shall be made only with the prior written consent of the **Insurer**.

2.6. When calculating compensation, the following principles shall apply:

- 2.6.1. In case of damage to property of a **Third Party**, cost of repairs/reinstatement of such property at the time of the **Insured Event** shall be taken into account. If the damaged property cannot be restored - **Market Value** of such property at the time of the **Insured Event**.
- 2.6.2. In case of destruction of the property of a Third Party, if the limit specified in the Insurance Policy equals to or exceeds the market value of the destroyed property of a Third Party, the amount of the deductible (if any), the amount of the loss reimbursed during the insurance period (if any), as well as the residual value of the vehicle shall be deducted from the amount to be indemnified.
- 2.6.3. In case of death or bodily injury of a **Third Party**- the amount of material damage:
 - Cost of emergency medical care provided to Third Party;
 - Additional expenses incurred as a result of health impairment, including cost of medical treatment, medication, prosthetics, care and custody;
 - salary (income) lost by an injured person as a result of full or partial disability;

- part of the salary (income), which, in case of death of an injured person, would be lost by his/her disabled dependent(s) or any person(s) who had the right to receive subsistence from such person (in the form of regular payments);

When calculating compensation related to wages, the taxes provided for by the legislation of Georgia shall be deducted from wages.

3. Exclusions

- 3.1. Cases not registered with the patrol;
- 3.2. Damage to the property of a person/persons not deemed to be **Third Party(ies)** in accordance with these Terms and Conditions.
- 3.3. Damage to **Third Party** property under care, custody or control of the **Insured/Authorized Driver**. Including damage to the property incurred during transportation by the **Insured Vehicle**;
- 3.4. Liability to **Third Party** accepted by the **Insured** without the written consent of the **Insurer**;
- 3.5. Health impairment and/or death of a **Third Party** occurring after expiration of 12 calendar months from the date of the **Insured Event**;
- 3.6. Damage caused by any trailer attached to the **Insured Vehicle** (if the trailer is not insured);
- 3.7. Damage caused by environmental pollution; (corrosion)
- 3.8. If the accident is caused by circumstances of force majeure, including uncontrollable circumstances (including those beyond the control of an **Authorized Driver**), while the culpability of the driver of the **Vehicle** has not been established;

Section III

Motor Personal Accident Insurance (MPA) Terms and Conditions

If MPA coverage is purchased under the **Insurance Policy** (**Insured Sum** under MPA section), the **Insured** is entitled to the coverage provided for in this section.

1. Insurance Coverage

An **Insured Event** shall mean the death and/or impairment of health of the driver and/or passenger/passengers of the **Insured Vehicle** that occurred as a result of a **Road Accident**, while driving the **Insured Vehicle** within the **Insurance Coverage Area** during the **Insurance Period** and which will be reported no later than 12 months after this event.

2. Insurance Indemnity

2.1. The **Insurer**, within the **Limit per Person**, shall reimburse the expenses incurred by the driver/passenger or his/her legal heir according to the scheme specified below;

- 2.1.1. Costs of hospitalization and emergency medical care;
- 2.1.2. Documented costs of treatment and hospital stay;
- 2.1.3. In case of limitation of capabilities as a result of an **Insured Event**, depending on the category of the limitation of capabilities, the **Insurer** shall pay 35%-100% of the remaining limit per injured person.

The Insurer shall indemnify according to the table below:

- In case of complete / permanent loss of vision, hearing/ mobility – 100% of the remaining limit per person.
 - In case of complete irreversible impairment of kidney function / one limb - 70% of remaining limit per person.
 - In case of complete irreversible dysfunction of other organs / body parts - 30% of the remaining limit per person.
- 2.2. The **Sum Insured/ Limit of Liability per Person** shall be reduced by the amount indemnified by the **Insurer** until the **Sum Insured /Limit of Liability** is completely exhausted. Once the **Sum Insured/ Limit of Liability per Person** is exhausted, the liability of the **Insurer** to that injured person under this section shall reduce to zero, and the Insurer shall not be responsible for the payment of any amount.

3. Exclusions

- 3.1. Health impairment and/or death occurring after the expiration of 12 calendar months from the date of the **Road Accident**;
- 3.2. Costs for medical services covered by any state or municipal medical/healthcare program.

Section IV General Conditions

1. General Exclusions

The exclusions provided for in this Paragraph shall apply to all insurance coverage provided for in these Terms and Conditions. This insurance does not cover loss or damage caused by or arising out of the following circumstances:

- 1.1. Damage to a **Vehicle** in an uncertain situation due to a **Road Accident** when the Patrol Police were not notified in a timely manner. By the time the patrol arrived, the original appearance of the scene had changed/the **Vehicle** had been moved to another location;
- 1.2. Damage to a Vehicle in an uncertain situation due to a Road Accident when the authorized driver of the Insured Vehicle left the scene of the accident;
- 1.3. Driving a vehicle by an authorized driver while exceeding the speed limit permitted by the current legislation of Georgia; crossing a continuous centre line; running a red light; driving in the BUS LANE; failure to obey “Give Way” sign; driving a vehicle that is not fitted with winter tires and/or anti-skid chains; rolling;
- 1.4. A road accident that occurred in an area other than a road, yard, garage, where there is no public road. Damage in areas like forests and/or mountain ranges, riverbeds, lakes is also not covered.
- 1.5. Damage caused by an animal, except for a road accident.
- 1.6. If the event occurred while the insured vehicle was parked and/or moving on the construction site.
- 1.7. Damage from falling objects and/or liquid when parking an insured vehicle near a construction site;
- 1.8. Any damage to the insured vehicle, if the vehicle has not passed the mandatory state technical inspection within the prescribed time;
- 1.9. Sale, rental, use of the Vehicle for the transportation of passengers/cargo and/or any other usage that generates income, without the written consent of the Insurer;
- 1.10.the information provided by the Insured is incorrect/inaccurate;
- 1.11.Damage caused by collision of a Vehicle with another vehicle owned by the Insured, his/her representative or a family member;
- 1.12.Intentional act that was aimed at causing the **Insured Event**: including losses caused by suicide and/or self-inflicted injuries committed or attempted by the Insured or the Authorized Driver.
- 1.13.An event that occurred until full payment of the first premium installment.
- 1.14.Loss caused by pre-existing conditions and / or their complications.
- 1.15.Damage caused by vandalism, if the existence of the specified risk is not confirmed by the relevant documents of the patrol police;
- 1.16.intentional act or gross negligence by the **Insured**/authorized driver;
- 1.17.Damage caused to a part of the Vehicle, where there is also pre-existing damage of the same category and severity;
- 1.18.loss occurred as a result of spontaneous combustion of the Vehicle;
- 1.19.loss occurred as a result of Technical Malfunction of the Vehicle;
- 1.20.The **Insured Vehicle** is driven by a non-authorized driver (including during the period of suspension /revocation of the right to drive, or if the vehicle is driven by a driver who has a driver's license of a different category), also, if the driver is legally prohibited from driving a motor vehicle in a specific situation in accordance with the current legislation of Georgia (under the influence of alcohol, narcotics and/or psychotropic substances and/or prohibited in accordance with the current legislation of Georgia (in full or for a certain time) from driving a motor vehicle (including, but not limited to: for health reasons), etc.).
- 1.21.At the time of **Road Accident**, the Authorized Driver refused to pass necessary tests to determine his/her condition and/or failed to submit the medical examination certificate or breath alcohol test results to the Insurer.
- 1.22.The **Insured** failed to fulfill the obligation to notify the Insurer of double insurance before the occurrence of the **Insured Event**.
- 1.23.The **Insured Vehicle** was not fit for driving/operation. Road Accident caused by a mechanical or electrical failure of brakes.
- 1.24.Damage caused by leaving the keys in ignition and / or vehicle registration certificate in the **Vehicle**, or handing over the key to any unauthorized driver, including security, parking or other similar services; leaving the windows or doors open;

- 1.25. Forgery: If the **Insured** forges or attempts to forge the **Insured Event** (or any details relating thereto), the **Insurer** shall have the right not to indemnify the loss. This provision also applies to cases where the Insured deliberately increases the amount of the loss or provides the **Insurer** with false or incorrect information;
- 1.26. Damage caused during transportation of the **Insured Vehicle** as cargo (including loading/unloading) by sea, land, rail or other means of transport, including transportation by tractor trailer or towing, transportation of the **Insured Vehicle** to the impound lot, as well as whilst staying at the impound lot;
- 1.27. **Vehicle** is wanted or its actual data do not match to the data of the technical passport;
- 1.28. The Circumstances that increase the probability of a loss are known to the **Insured** or his/her representative and he/she failed to notify the **Insurer** immediately in writing, or provided the **Insurer** with inaccurate or incomplete information (document);
- 1.29. **Insured Vehicle** is used for speed test/competition (Off Road), or any testing (Test Drive), or rescue services;
- 1.30. **Insured Vehicle** is overloaded, number of passengers exceeds the permitted number;
- 1.31. **Insured Vehicle** is used in prohibited areas of the airport and/or airfield area;
- 1.32. War, invasion, hostilities, civil war, rebellion, revolution, coup d'etat, terrorism, sabotage, civil unrest and losses resulting from these circumstances;
- 1.33. Ionizing radiation or radioactive contamination, any nuclear fuel or nuclear waste, ignition of nuclear fuel -damage arising under these circumstances;
- 1.34. gross violation by the **Insured** of his/her obligations under the Agreement;
- 1.35. Costs incurred in connection with an evacuation of a damaged **Vehicle** to the territory of Georgia as a result of the **Insured Event** outside Georgia.
- 1.36. Photographic evidence of the motor vehicle, taken prior to the inception of insurance and acceptable to the Insurer, has not been submitted by the Policyholder for the benefit of the Insurer.
- 1.37. other cases, provided for by the current legislation of Georgia;

Note: gross negligence - Civil law does not create a legal definition of gross negligence. Gross negligence on the part of a driver is excessive carelessness, a person acts with gross negligence if he fails to show the necessary care with an unusually high degree in his actions. Gross negligence implies a particularly serious violation of the norms of due care.

2. Upon the Occurrence of an Insured Event

2.1. The Insured shall:

- 2.1.1. immediately (Except in circumstances where the Insured is unable to report due to serious deterioration of health as a result of an **Insured Event**) notify the **Insurer** (information service hotline +995 32 2 640 640) of the occurrence of the event and submit a notice of occurrence;
- 2.1.2. immediately report the accident to the Patrol Police (except for damage caused by natural disasters and falling objects) and not move the **Vehicle** from the scene of the accident until arrival of the patrol and the representative of the Insurer (unless otherwise agreed with the **Insurer**), in order to preserve the original condition of accident;
- 2.1.3. take all possible measures to save the **Insured Vehicle** / minimize the loss;
- 2.1.4. assist the **Insurer** to investigate and determine circumstances surrounding the **Insured Event**, and receive information from relevant institutions or other third parties related to the **Insured Event** in question about the offense committed in the field of traffic and road accidents; Medical and financial documentation required for payment of insurance indemnity from any medical institution.
- 2.1.5. At the request of the **Insurer**, in order to obtain information related to the **Insured Event**, allow the Insurer to conduct a so-called computer check for the Insured Vehicle using appropriate electronic means ("OBD Kit").
- 2.1.6. Provide the **Insurer** with the documents related to the loss within 30 calendar days after the occurrence of the **Insured Event**.
- 2.1.7. Deliver the damaged vehicle to the auto service center for assessment within 10 working days from the occurrence of the incident.
- 2.1.8. State their position, provide banking details (if necessary), and sign the settlement act within 1 month from the insurer's final offer of service provision.
- 2.1.9. If there is another guilty party in **Road Accident**, transfer the right to claim against the responsible person to the **Insurer**.

2.2. In case of violation by the **Insured** of the obligation under these Terms and Conditions (including the deadline for submission of notice/documentation), the **Insurer** reserves the right not to admit the claim for damages, to recognize the notice by phone as invalid and, accordingly, to refuse to indemnify. In addition, the written claim form must indicate the objective reason(s) for the delay in notifying the **Insurer**.

2.3. Expenses incurred by the **Insured** outside Georgia (upon occurrence of the **Insured Event** in the countries of the coverage area) shall be compensated upon submission of notarized translated documents provided for in these Terms and Conditions. The **Insured** shall be responsible for submitting these documents.

2.4. Additional requirements for CASCO

2.4.1. The **Insured** shall not begin repairs of the **Vehicle** damaged as a result of an **Insured Event** without the consent of the **Insurer**;

2.4.2. The **Insured** shall bring the **Vehicle** to the repair shop agreed with the **Insurer** in order to inspect the damaged vehicle, estimate the amount of damage, determine the Reinstatement Value of the damaged vehicle and repair it;

2.4.3. If the **Insurer** reimburses the cost of replacement of damaged parts, the **Insured** shall transfer the ownership right over the removed/damaged details to the **Insurer**, and if the **Insurer** compensates for Total Loss /loss of the **Vehicle**, the **Insured** shall transfer the ownership right over the damaged **Vehicle** to the **Insurer**, no later than 14 calendar days after receipt of **Insurer's** request.

2.5. Additional requirements for MTPL

2.5.1. The **Insured** shall not to assume any responsibility related to a **Road Accident** and not make any promises of indemnification without a written consent of the **Insurer**.

2.5.2. The **Insured** shall take all measures to ensure that the injured party does not go to court before the **Insurer** considers the claim for damages.

2.6. Additional requirements for MPA

2.6.1. The **Insured** shall be responsible for ensuring that injured person:

2.6.1.1. immediately seeks care at the medical facility and notify the **Insurer** in writing;

2.6.1.2. collects all the necessary medical documents confirming that the treatment is due to the **Insured Event**.

2.6.1.3. If the **Insurer** deems it necessary, undergoes a medical examination by a physician designated by the **Insurer**;

2.6.2. In case of death of the injured person, the **Insured** shall notify the **Insurer** about the said fact within one week from the moment of occurrence.

3. Documents to be Submitted

3.1. **Insurance Policy** and **Notice of Occurrence**;

3.2. **Vehicle** Registration Certificate;

3.3. Valid identity document and driver's license /contact details of the Authorized Driver involved in the accident;

3.4. Document(s) confirming the blood drug/alcohol concentration test of the driver of the **Vehicle**, in case of the **Road Accident**;

3.5. Police accident report (indicating the person responsible for the accident).

3.6. **Additional documents to be submitted in case of theft, robbery, burglary of the Vehicle:**

3.6.1. Set of OEM keys, alarm control panel (if any) of the **Insured Vehicle**;

3.6.2. Copy of the decision to start criminal proceedings; Notice of the current status of the specified case (3 months after the initiation of a criminal proceedings, that the **Vehicle** was not found);

3.6.3. Original copy of the Power of Attorney, if any, issued in connection with the **Insured Vehicle**;

3.7. **Additional documents to be submitted in case of natural disasters:**

3.7.1. A certificate issued by the national meteorological authorities;

3.8. **Additional documents to be submitted in case of damage to third parties:**

3.8.1. A certificate in connection with the **Road Accident**, drawn up in the name of each injured;

3.8.2. Medical report and other similar documents concerning the severity and nature of the damage to health or death of a **Third Party**.

3.8.3. Death certificate and inheritance documents (in case of death of the injured person);

3.8.4. Documents confirming the expenses incurred for compensation of losses caused to **Third Parties**.

- 3.8.5. documents issued by social insurance authorities confirming the amount of taxes payable to the injured person or his/her heirs in accordance with the legislation of Georgia on compulsory social insurance;
- 3.8.6. A court decision indicating the amount of compensation for damage caused by the **Insured** to the life, health or property of a **Third Party**, if the claim is reviewed by court;
- 3.9. **Additional documents to be submitted in case of damage to the driver and passengers:**
 - 3.9.1. A certificate in connection with a **Road Accident**, drawn up in the name of each injured;
 - 3.9.2. Copies of identity documents of the injured persons;
 - 3.9.3. Documents confirming the provision of emergency medical care issued by a medical facility;
 - 3.9.4. In case of limitation of work capacity - a certificate/document issued by a medical institution;
 - 3.9.5. In case of death - death certificate; Forensic examination report on the death of the injured; Certificate of inheritance determining the share of the person entitled to indemnification in total estate; Identity document of the heir; Bank details of the heir;
- 3.10. The **Insurer** reserves the right to request additional documentation related to the **Insured Event**, if necessary.
- 3.11. In case of an **Insured Event** occurred outside Georgia with the participation of the driver and passengers, the expenses incurred by the Insured (upon occurrence of the **Insured Event** in the countries of the coverage area) shall be compensated upon submission of notarized translated documents provided for in these Terms and Conditions. The **Insured** shall be responsible for submitting these documents.

4. Payment of Insurance Indemnity

- 4.1. Claims Settlement Act drawn up by the **Insurer** shall be the basis for the payment of **Insurance Indemnity**. Subject to these Terms and Conditions, the **Insurer** shall draw up the Claims Settlement Act or refuse to pay-out a claim, on reasonable grounds, within not later than thirty (30) working days after the receipt of all required documents;
- 4.2. If the **Insured** fails to submit documents provided for in paragraph 4.1 within a prescribed period, the **Insurer** shall have the right to refuse to indemnify.
- 4.3. The Insurance Indemnity shall be paid to the Beneficiary indicated in the **Insurance Policy** no later than five (5) working days after the signature of the Claims Settlement Act by the **Insurer** and the **Insured**;
- 4.4. After the payment of Insurance Indemnity, the Sum Insured/applicable limit shall be reduced by the amount(s) indemnified by the **Insurer**;
- 4.5. At the request of one of the parties, the amount of damage may be determined by an independent expert. The party initiating independent expertise shall bear all related expenses;
- 4.6. The amount of the maximum insurance indemnity for each section is equal to the **Sum Insured** indicated in the **Insurance Policy**, regardless of the **Insured Event** and the number of injured persons;
- 4.7. After the payment of Insurance Indemnity, with the consent of the **Insurer**, the Insured shall have the right to restore the **Sum Insured** to its initial state subject to the payment of additional **Insurance Premium**;
- 4.8. If, after the payment of **Insurance Indemnity**, the **Insured** is indemnified by the person responsible for the loss, the Insured shall return the Insurance Indemnity within 3 (three) business days after receipt thereof;
- 4.9. Upon reinstatement of the **Vehicle**, the **Insured** shall notify the **Insurer** thereof (submit a photo in an acceptable form), otherwise, in case of repeated damage to this **Vehicle**, the **Insurer** shall not indemnify for the loss.
- 4.10. If criminal proceedings are instituted in connection with the **Insured Event**, the **Insurer** shall have the right to postpone claims payment until the investigation is completed or court decision enters into force.
- 4.11. Outstanding **Insurance Premium** will be deducted from the amount of the Insurance Indemnity for the day of payment of Insurance Indemnity;
- 4.12. If the Insurer compensates for **Total Loss /loss of the Vehicle** (if the Residual Value was deducted from the **Insurance Indemnity**), the **Insured** shall transfer the ownership right over the **Vehicle** to the person specified by the **Insurer**, no later than fourteen (14) calendar days after receipt of Insurer's request.

5. Insurance Premium, Payment Terms and Conditions

- 5.1. In exchange for services performed under these Terms and Conditions, the **Insured** shall pay the corresponding **Insurance Premium** in the amount and form as indicated in the **Insurance Policy**;

- 5.2. Payment of Insurance Premium shall be made by cash or non-cash payment in national currency, at the official exchange rate set by the National Bank for the day of payment;
- 5.3. If the Insured fails to pay the scheduled premium for more than fourteen (14) days, the Insurer shall suspend the insurance services, and if the breach is not cured within the thirty (30) day period, the Insurer shall have the right to terminate the Insurance Agreement. If the debt is paid before the termination of the Insurance Agreement, the Agreement shall remain valid after 12 hours from the moment of payment until the end of the Insurance Period, but no indemnity shall be paid for the claims raised during the overdue period (after 14-day period).
- 5.4. The Insurer shall not indemnify losses incurred before payment of the **Insurance Premium** in lump sum or its first installment.

6. Notice of Changes in Risk Level

- 6.1. The **Insured** shall be responsible for the accuracy and completeness of the information provided in the Application. If the **Insured** provides false or incomplete information, the **Insurer** shall not be responsible for losses as a result of the **Insured Event**;
- 6.2. The **Insured** shall immediately notify the **Insurer** in writing about the change in the mode of use of the **Vehicle** and other parameters specified in the Insurance Application, Insurance Policy;
- 6.3. The **Insurer** shall have the right to offer the **Insured** a new Insurance Agreement on different terms and conditions in case of any change in the operating conditions of the **Vehicle** or an increase in the risk, and if the **Insured** refuses to accept the changed conditions, terminate the Insurance Agreement;
- 6.4. The **Insurer** shall have the right to recalculate the **Insurance Premium** and/or change the terms and conditions of insurance;
- 6.5. In case of failure to provide information on the change in the risk specified above, the **Insurer** shall be exempt from paying the **Insurance Indemnity**, and the **Insured** shall retain the obligation to pay the **Insurance Premium** on the terms provided for in the Insurance Agreement;
- 6.6. The **Insured** shall immediately notify the **Insurer** of the loss of the key to the **Vehicle** and move the **Vehicle** to a safe place until the specified problem is eliminated. Otherwise, the **Insurer** shall be released from liability for damage caused by theft, robbery, burglary of the Vehicle.

7. Additional Services

- 7.1. The **Insured** shall have the right to use free technical assistance on the roads once every 24 hours. Additional services include the following services on the territory of Tbilisi and its surroundings within a radius of 25 km:
 - 7.1.1. Towing service (if the **Vehicle** cannot move independently and its maximum permissible mass does not exceed 3.5 tons);
 - 7.1.2. Starting car engine;
 - 7.1.3. On-site fuel delivery service (Payment of the cost of gasoline is not included in the service);
 - 7.1.4. Replacement of the main tire with a spare one and tire inflation;
- 7.2. If, as a result of the risks covered by these Terms and Conditions, the **Vehicle** is damaged in such a way that it cannot move independently, the **Insurer** will reimburse the costs of transportation from the accident site to the repair shop. In addition, the total **Insurance Indemnity** shall be limited to the **Sum Insured** specified for CASCO insurance.

8. Double Insurance

- 8.1. The **Insured** shall inform the **Insurer** about all insurance contracts concluded with other insurance companies in relation to the **Vehicle** (double insurance). If two or more **Insurance Policies** exist in respect of the Insured Event under these Terms and Conditions, the **Insurer** shall pay the loss in proportion to its share in total amount of liability (all policies).
- 8.2. The **Insurer** shall be exempt from paying the **Insurance Indemnity**, if the **Insurer** has not been notified of such double insurance in writing. And if an **Insurance Indemnity** is paid, the **Insured** shall return the amount indemnified within 3 days of the request of the **Insurer**.

9. Subrogation

- 9.1. After the payment of **Insurance Indemnity**, the right to claim damages from the person responsible for the loss shall be automatically transferred to the **Insurer**.
- 9.2. The **Insured** shall assist and provide the **Insurer** with all the documents necessary for the **Insurer** to exercise all of his legal rights against responsible third parties with a view to recovering the sums it has paid out;

- 9.3. If the **Insured** fails to comply with provisions under this article, the **Insurer** shall have the right to refuse to pay an Insurance Indemnity or request a refund of the amount paid.
- 9.4. If it is established that the damage caused has been compensated by the person responsible for such damage, or the **Insured** has received **Insurance Indemnity** from the **Insurer**, the **Insured** shall return the **Insurance Indemnity** in full within three (3) calendar days from the date of such request.

10. Insurance Period

- 10.1. The Insurance shall come into force at 00:01 on the start date of the **Insurance Period** specified in the **Insurance Policy** and shall continue in full force and effect until 24:00 on the end date of the **Insurance Period** (unless otherwise indicated in the **Insurance Policy**). In addition, the insurance shall come into force from the moment of payment of the **Insurance Premium** in lump sum or its first installment.

11. Procedure for Termination of Insurance and Consequences of Termination/Withdrawal from the Agreement

- 11.1. This insurance shall be terminated:

- 11.1.1. if the **Vehicle** no longer exists;
- 11.1.2. If the limit of indemnity determined by the Sum Insured runs out (this applies to a specific insurance coverage);
- 11.1.3. if the time period specified in the Insurance Policy expires;
- 11.1.4. by mutual consent of both parties;
- 11.1.5. at any time, on the initiative of the Insurer or the Insured by giving a ten (10) day written notice to the other party;
- 11.1.6. immediately, if the other party fails to comply with any provisions of the Agreement;
- 11.1.7. immediately upon alienation of the **Vehicle**, unless otherwise agreed with the **Insurer**;
- 11.1.8. in other case provided for in this Agreement;
- 11.1.9. in cases determined by the current legislation of Georgia;

- 11.2. Upon termination of the Insurance, if no claims have been reported during the policy period, the **Insured** shall pay the **Earned Insurance Premium** in full, unless the insurance is terminated on the initiative of the Insurer due to breach of obligations by the **Insured**;

- 11.3. Upon termination of the insurance, if at least one Insured Event occurs during the Insurance Period, and the total amount of insurance indemnity(ies) paid does not exceed 50% of the premium earned, the Insured is obliged to pay the earned insurance premium in full, as well as 20% of the unearned insurance premium. If the total amount of insurance indemnity(ies) paid exceeds 50% of the premium earned, the Insured is obliged to pay the Insurance Premium provided for by the Insurance Policy in full (both earned and unearned), unless the insurance is terminated on the initiative of the Insurer and the specified initiative of the Insurer is not caused by the failure of the Insured to fulfill its obligations; The Insured is obliged to pay the fee provided for in this paragraph immediately after termination of insurance, without any additional notice from the Insurer.

- 11.4. If the Agreement is terminated on the initiative of the **Insurer** (unless the insurance is terminated due to breach of obligations by the **Insured**), the **Insured** is obliged to pay only the **Earned Insurance Premium** in full;

- 11.5. If the insurance is terminated on the initiative of the **Insurer** due to the breach of the obligations by the **Insured**, the **Insured** is obliged to:

- 11.5.1. If no claims have been reported during the policy period, pay the **Earned Insurance Premium** in full;
- 11.5.2. If at least one **Insured Event** occurs during the **Insurance Period**, the amount of insurance service fee will be according to the conditions provided in subparagraphs 11.2. and 11.3. of this Article.

- 11.6. If the **Insured** fails to pay the scheduled premium for more than fourteen (14) days, the **Insurer** shall suspend the insurance services, and if the breach is not cured within the thirty (30) day period, the **Insurer** shall have the right to terminate the Insurance Agreement without any prior notice, in which case the conditions provided for in Paragraphs 11.5.1. and 11.5.2. of this Article shall apply.

- 11.7. The application for termination of insurance shall be submitted by the **Insured** via communication channels indicated in 13.1.1.-13.1.3 (in writing (tangible)/in writing (electronic)/ hotline +995 322 640 640).

11.8. Within fourteen (14) calendar days from the date of signing the Agreement, the **Insured** shall have the right to withdraw from the Agreement without specifying any grounds, without any fine or penalty, while the benefits received on the basis of the same Agreement (**Insurance Premium, Insurance Indemnity**) shall be returned to the parties.

11.9. Paragraph 11.8 shall not apply:

- a) to services whose cost does not exceed GEL 30;
- b) if the term of the Agreement is less than the term of the right of withdrawal;
- c) to the Insurance Agreement related to the basic agreement, if the basic agreement includes no right of withdrawal;
- d) to the Insurance Agreement, the price of which depends on changes in the financial market that are beyond the control of the **Insurer** and that may occur during the period of exercise of the right of withdrawal;
- e) if the **Insured /Policyholder**, prior to the expiration of the right of withdrawal, directly and clearly demanded, taking into account the terms and conditions of the insurance agreement, for services, and the **Insurer** provided information that, having received the relevant service, he loses the right to withdraw.

12. Force-Majeure

12.1. Unless otherwise agreed in these Terms and Conditions, neither party shall be liable for non-performance or delay in performance of any provision of this Agreement, if such performance is delayed or prevented by Force Majeure circumstances (War, military maneuvers, sabotage, acts issued by any governmental authority, actions, as well as other circumstances beyond control of a Party that prevent and/or make it impossible for the parties to fulfill their obligations).

12.2. Performance under this Agreement by either party may be postponed or extended until the termination of force majeure circumstances;

12.3. The Party affected by a Force Majeure event, shall notify the other Party of the existence of a Force Majeure event within two working days of the date of occurrence of a Force Majeure event or the date of knowledge thereof. If a party claiming Force Majeure fails to notify the other party, it shall not be exempted from its liability for failure of performance. If the force majeure lasts for more than one month and the delay in performance under the Insurance Agreement leads to the loss of the interest of the party(ies), the parties shall have the right to terminate this Insurance Agreement;

12.4. Regardless of whether the Agreement between the parties is terminated due to force majeure circumstances, the **Insured** is obliged to make payments (to pay the **Insurance Premium** arising before the occurrence of force majeure, as well as that arising after the occurrence of force majeure before the termination of the Agreement and / or all fees under this Agreement, as well as those provided for termination of the agreement) as soon as possible after the termination of Force Majeure provided for in this Article.

13. Dispute Resolution. Compensation for Damage

13.1. Complaints from the Insured shall be accepted, reviewed and resolved in accordance with the “Customer Complaint Handling Procedure” posted on the official website of the Insurer: www.alpha.ge. The claim shall be submitted to the Quality Management and Customer Complaint Handling Service of the **Insurer**:

13.1.1. Concern /complaint in written (tangible) form shall be submitted in the form of complaint letter, or in the form of other non-standard statement to the **Insurer** at the following address: # 16 Al. Kazbegi Ave., Tbilisi. The **Insurer** is obliged to give a response no later than thirty (30) calendar days from the date of receipt of such concern /complaint;

13.1.2. Concern /complaint in written (electronic) form shall be sent in electronic form of complaint letter, or in in electronic form of the other non-standard statement to the following email address: ask@alpha.ge. The **Insurer** is obliged to give a response no later than thirty (30) calendar days from the date of receipt of such concern /complaint;

13.1.3. Customers may raise concerns and complaints over phone: +995 322 640 640; The **Insurer** shall respond immediately, as far as possible, and if the issue requires in-depth analysis, a review and response shall be provided no later than thirty (30) calendar days from the date of receipt of such concern /complaint;

The responses shall be returned via the same communication channel, unless otherwise agreed by the parties;

13.2. The Parties agree to attempt to settle any dispute/controversy arising from or in relation to these Terms and Conditions with the assistance of a mediator of “Insurance Mediation” of N(N)PL “Association of Insurance Companies of Georgia” (phone number: 2555155, e-mail address: mediacia@insurance.org.ge).

- 13.3. The **Insurer** shall also have the right to apply to the LEPL Insurance State Supervision Service of Georgia; #3 L. Mikeladze str., Tbilisi, Tel: +995 32 223 44 10;
- 13.4. In the event that the Parties cannot resolve a dispute through informal negotiations, the Parties agree to submit the dispute to the courts of Georgia in accordance with the current legislation of Georgia;
- 13.5. In the event of a conflict between the Georgian and English language versions, the Georgian version shall prevail.
- 13.6. Each Party shall be liable for any loss or damage to the other Party in accordance with the current legislation of Georgia.

14. Confidentiality

- 14.1. Without the prior written consent of the other Party, no party shall disclose any confidential information obtained under the Insurance Agreement, to any third party unless the disclosure is required by law;

15. Personal Data Processing

- 15.1. Without any additional consent of the **Insured** and **Authorized Drivers**, the **Insurer** shall be authorized to process the personal data of the **Insured/Beneficiary/ Authorized Drivers** for the purpose of providing insurance services by the **Insurer**;
- 15.2. The Insurer will process any telephone communication between its representative and the insured/beneficiary/authorized driver(s) for the purpose of providing insurance services, in order to fully investigate the incident, including the damage to the vehicle. This processing involves the making of an audio recording by the insurer, regarding which the insurer was informed prior to the conclusion of this contract. Insured confirms audio recording and at the same time confirms that such consent has been obtained from the Beneficiary and the Authorized Driver(s), if any time requested by the Insurer Insured will submit all these confirmation.
- 15.3. The Insurer shall also have the right to request any information and documentation related to the **Insured Event** from any private or public institution in order to settle losses; to obtain from any private or public institution/ organization any information/documentation about the **Insured/Authorized Driver**, which may be directly or indirectly related to the obligations of the parties under this Insurance Agreement, the **Insured Event** and/or the amount of damage.
- 15.4. The Insured confirms that he/she has received/will receive consent from Authorized Drivers to process personal data in accordance with this article, which clearly implies the liability of the **Insured** in case of damage to the **Insurer** as a result of non-fulfillment of this obligation.
- 15.5. The **Insured** shall be responsible for the legality of the information it provides to the **Insurer**, including the provision of personal data of third parties (including special categories of personal data). By signing below, the **Insured** agrees to obtain all consents related to the provision of information to the **Insurer**, and in case of any damage/loss caused to the **Insurer** due to its failure to fulfill obligations (including a fine of the relevant authority), to compensate such damage/loss in full within five (5) working days of the request of the **Insurer**;
- 15.6. By signing the Insurance Policy/Agreement, the **Insured** agrees and grants the **Insurer** the right to include the personal data (first name, last name, personal number) of the **Insured/Beneficiary/Authorized Driver(s)**, state number plate and VIN code of the **Insured Vehicle**, and data/information about the **Insured Event(s)** under this Agreement (regardless of whether an **Insurance Indemnity** has been paid for a specific case) in the Information Exchange System of “Insurance Information Bureau” LLC (“IES”). “Insurance Information Bureau” LLC (identification number: 204558433, legal address: Baratashvili Bridge Underground Passage, Mtkvari Left Embankment, Old Tbilisi District, Tbilisi; Actual address: #24 Ilo Mosashvili st., Vake district, Tbilisi) administers the Information Exchange System.
- The information entered in the Information Exchange System becomes available to other insurance companies included in the Information Exchange System. The purpose of IES is to exchange information within the framework of Auto Insurance provided by participating insurance companies. The exchange of information is carried out in order to assess Risks Insured, determine insurance terms and conditions and set prices.
- The system includes the following insurance companies: 1. JSC TBC Insurance, identification number: 405042804, address: 3d floor, 24b Al. Kazbegi ave., Tbilisi; 2. JSC Insurance Company GPI Holding, identification number: 204426674, address: #67 Kostava St., Saburtalo district, Tbilisi; 3. JSC Insurance Company Aldagi, identification number: 404476189, address: #66a Davit Aghmashenebeli alley, Saburtalo district, Tbilisi; 4. JSC International Insurance Company IRAO, identification number: 205023856, address: #88/15 Bochorishvili St., (5th floor), between the Vakhushti Bridge Road and the Right Bank of the River Mtkvari (Plot N12-13), from M. Kostava Street, Vake-Saburtalo District, Tbilisi; 5. JSC Insurance Company Euroins Georgia,

identification number: 204491344, legal/actual address: 24 Ilo Mosashvili St., Vake District, Tbilisi. In addition, companies may be added or removed from the Information Exchange System in the future.

For the above purpose, the **Insurer** shall have the right to receive information about the history of Insured Events available in the Information Exchange System.

When requested by the **Insured**, the **Insurer** shall be obliged to correct, update, add, block, delete, or destroy data if the data are incomplete, inaccurate, not updated, or were illegally collected and processed.

15.7. The insurer is guided in the process of processing personal data by the personal data protection policy approved by the company and other internal regulations, which are available on the website www.alpha.ge.

15.8. If any issue about personal data you may contact Insurer's Personal Data Protection Officer LLC "Data Protection Officer" (+995 555 50 51 58; info@dpo.ge www.dpo.ge).

16. Provision/Exchange of Information

16.1. The Parties agree that all notices and other communications provided for or permitted hereunder shall be made by means of:

16.1.1. official letter/notice – in this case all notices shall be sent to the addresses (actual address or legal address of the parties) specified in the Insurance Agreement (**Insurance Policy**) or, in the case of a change of address, to the last known address. Any notice/correspondence sent by the **Insurer** to such an address shall be deemed to have been received by the **Insured** on the date of the visit to the address by a postal service worker, even if the addressee is no longer at this address or the address is incorrectly/incompletely specified;

16.1.2. text message via e-mail or mobile phone - the parties agree that the **Insurer** may use the e-mail address and/or mobile phone number specified by the **Insured** ((indicated in the **Insurance Policy**) if available) for communication purposes, and any letter/message/short text message sent by the **Insurer** to this address/number shall be deemed as officially sent and have the same legal force as an official written notice for the purposes of this Agreement (Terms and Conditions). Such notice shall be deemed to have been received when sent.

16.2. A party shall be liable for the accuracy, reliability or completeness of the information (documentation) provided to the other party. Non-performance of such obligation shall be considered a breach by a Party, and the other Party shall have the right not to fulfill its corresponding obligation.

17. Other Provisions

17.1. Any and all amendments and additions to the Insurance Agreement shall be made in accordance with the written agreement signed by the Parties (in case of electronic communication/mobile phone, against the return confirmation of receipt returned by email/mobile phone), which shall come into force on the date of the last signature/confirmation by the parties or on the date specified in the document on amendment/confirmation, whichever is later. This clause shall not apply to such cases, which, in accordance with these Terms and Conditions, can only be implemented by giving notice to a Party;

17.2. The Insurance Policy can be signed by electronic signature, and signatures transmitted by electronic mail shall have the same full force and effect as if a paper original had been delivered and signed.

17.3. The Insurance Agreement, including the rights and obligations of the Parties thereunder, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

17.4. Cases not specified in the Insurance Agreement shall be governed by the current legislation of Georgia.

17.5. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby. The parties hereto shall then endeavor to replace the invalid or unenforceable provision by a clause the economic effect of which comes as close as possible to that of the invalid or unenforceable provision. A failure or delay by a party to exercise any right or remedy provided under this agreement shall not constitute a waiver of that.