

INTRODUCTION

Following introduction document does not include full information about Insurance conditions and does not has identical legal effect to the Insurance Agreement

Introduction of the following document and make the definitions does not origins the legal effect and mutual requirement between the parties

Insurer		Green Insurance Georgia JSC	
Type of Agreement	Motorcycle Insurance	Motorcycle owner third party liability	Motor accident insurance
Insurance Risk description and Insurance coverage	<p>Motorcycle Insurance Conditions Art. 2 - Insurance Perils/Risks:</p> <p>2.1. Any damage incurred to the motorcycle/quad bike/buggy taking into the consideration the exclusions stated in article 8.</p> <p>Damage caused by lost/destruction of the motorcycle/quad bike/buggy as a result of:</p> <ul style="list-style-type: none"> • Theft/Burglary/Robbery (including partial theft)– If the stolen motorcycle/quad bike/buggy is found and returned any damage caused out of it will be refunded except the exceptions stated in Article 8. • Fire/Explosion • Natural Perils • Damage caused from third party’s unlawful acts/Vandalism <p>Additional Service:</p> <p>Evacuation service –</p> <ul style="list-style-type: none"> • in case of insured Event took place; in case of uninsured Event Additional Service is available in Tbilisi, once in an Insurance Period; <p>Third party liability conditions art. 2:</p> <p>2. Occurrence of liability for damages caused to the life, health and/or property of a third person during operation by the authorized driver of the insured motorcycle/ATV/buggy.</p> <p>Driver & Passenger accident insurance conditions:</p> <p>2. Death of the insured within twelve calendar months from the occurrence of an accident occurring during the insurance period, if the death is a direct result of this accident;</p> <p>Injury of the insured within twelve calendar months from the moment of occurrence of the accident occurring during the insurance period, if the injury is a direct result of this accident;</p> <p>-According to the conditions Art. 7.1.2. the insured has the right to receive compensation.</p> <p>When filling out the Application Form, the insurer makes his choice, which is reflected in the insurance policy.</p> <p>-The Insurer provides insurance compensation in the amount and in the manner stipulated by the insurance policy and these terms and conditions.</p>		
Term and sum of any expenses except the Insurance Premium	<p>According to Motorcycle Insurance Conditions Art. 7.5.– Examination costs.</p> <p>According to Motorcycle Insurance Conditions Art. 6.2.20. - Costs of being in a parking lot due to a traffic accident.</p>		
Deductible amount and conditions	<p>According to Motorcycle Insurance Conditions Art. 1 :</p> <ul style="list-style-type: none"> -Deductible – Amount of sum which will be reduced from damage amount and which is not covered by the Insurer -Deductible - if such exists, is indicated in Insurance Policy. 		

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Motorcycle Insurance Conditions Art. 8 – indemnity exceptions – The Insurer will not compensate:

- 8.1 The damage that has existed before the occurrence of the Insured Event.**
- 8.2 Losses the Policy Holder may sustain through not being able to use the Motorcycle /quad bike/buggy (including the cost of hiring of another motorcycle/quad bike/buggy)**
- 8.3 Damage of the machinery, electrical appliances, breakage; any damage caused to the engine, speed gear-box, except the direct mechanical damage**
- 8.4 In case when the motorcycle/quad bike/buggy was used for different purpose then it was indicated in Insurance Application.**
- 8.5 Loss or damage caused by the motorcycle's/quad bike's/buggy's overloading, disrepair, usage under inappropriate road conditions, willful infringement by the driver of the road rules.**
- 8.6 Event caused as a result leaving the key in a motorcycle/quad bike/buggy, handle the key unauthorized person as the parking, security or other service.**
- 8.7 Damage to tires caused by applying the brakes, road punctures, cuts or bursts, repairs or replacements which make the motorcycle's/quad bike's/buggy's condition better than before the Insured Event, any reduction in the market value of the following its repair.**
- 8.8 Technical and warranty repair of Insured motorcycle/quad bike/buggy;**
- 8.9 Motorcycle/quad bike/buggy damage caused from mechanical or electron defect of brakes.**
- 8.10 Damage of the Insured Motorcycle/quad bike/buggy wheels except the case when this is cause of such Insured Event on which Insured is authorized to claim on whole or partial distraction of Motorcycle/quad bike/buggy. Insurance Event cannot be indemnified if motorcycle/quad bike/buggy wheels are older than 4(four) years**
- 8.11 In case of robbery or damage TV-audio-video equipment of Insured motorcycle/quad bike/buggy.**
- 8.12 In case of accident, loss or damage if motorcycle/quad bike/buggy is damaged or in useless condition at the time of such events.**
- 8.13 Other risks which are not mentioned in following conditions or Insurance Policy.**
- 8.14 Damage of Insured's Property or property he owns under the power of attorney, or such property transportation is fulfilled by Insured Motorcycle/quad bike/buggy or damage is caused by trailed of Insured Motorcycle/quad bike/buggy.**
- 8.15 In case when Insured Motorcycle/quad bike/buggy drives the unauthorized person. Except damaged caused from robbery or burglary or its attempt**
- 8.16 In case when Insured Motorcycle/quad bike/buggy is used for passenger transportation or in case of rent, if such usage is not stipulated in Insurance Application**
- 8.17 Any incident, loss or damage of whatsoever nature while the Motorcycle/quad bike/buggy is in or on the part of and aerodrome, airport, or airfield except when event take place on special parking.**
- 8.18 Any damage and loss caused while driver of the Motorcycle/quad bike/buggy was under the influence of drugs, alcohol or any psychotropic substances (despite the cause was drivers fault or not). In case of suicide or suicide attempt or any occurrence resulting the event occurred;**
- 8.19 In case of criminal lawsuit of Insured or powerful representative.**
- 8.20 In case of event that increase the risks and it's known for Insured and its representative and did not informed Insurer in a written form or gave the Insurer false or incomplete information (documentation) about the event.**
- 8.21 Damage caused by:**

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- 8.21.1 Ionized radiation, radioactive pollution any type of nuclear fuel having radioactive emanation, or the remains left from radioactive burning;**
- 8.21.2 Transportation of radioactive, poisonous and/or other dangerous substances, nuclear components;**
- 8.21.3 Participating in professional or organized races, shows or preparing for them**
- 8.21.4 Events directly or indirectly caused from war, military intervention, and civil war, despite this event has been declared by government officials or not, in case of emergency, special or military actions, mass disorders, rebellion, lock-outs, dictatorial regime, local or central government decrees based on which private property ownership moved to public ownership, confiscation terrorism or any other act or for a same reason**
- 8.22 In cases when Insured (beneficiary) recognizes obligation without written consent of Insurer.**
- 8.23 In cases when Insured (beneficiary) repairs motorcycle/quad bike/buggy without prior agreement with Insurer**
- 8.24 In case of Event when Insured has not paid Insurance Premium at the time of Insured Event took place.**
- 8.25 In case of Robbery when motorcycle/quad bike/buggy registration certificate is left in it.**
- 8.26 Traffic accident when authorized driver had not the relevant category of driving license for the motorcycle/quad bike/buggy.**
- 8.27 In case when parked motorcycle/quad bike/buggy is damaged by unknown person or in obscure causation and Insurer and Police is not informed and motorcycle/quad bike/buggy has been moved before representative of Insurer appeared**
- 8.28 In case of violation the parking rule in time of transportation the motorcycle/quad bike/buggy to the penalty parking area by the authorized representative or time of parking the motorcycle/quad bike/buggy on penalty parking area.**
- 8.29 If the Insured interest appeared double Insured and Insurer was not informed about it in a written form.**
- 8.30 Expenses for the parking on penalty parking area as a result of traffic accident**
- 8.31 Insured Event if it is caused by insurer or its representative's negligence or imprudence**
- 8.32 In cases where the authorized driver (regardless of guilt) did not drive on the road, roadway, traffic lane, or path intended for the traffic participant of his/her category/subcategory.**
- 8.33 Other exceptions defined in Georgian legislation**

Third party liability article 8:

8. Indemnification Exceptions

- 8.1 Damage intended by authorized driver or caused by his gross negligence.**
- 8.2 Damage occurred while the motorcycle/quad bike/buggy was:**
 - 8.2.1 Driven by any person except authorized driver**
 - 8.2.2 Outside the territorial of scope of cover;**
 - 8.2.3. Driven under the influence of alcohol, drugs or psychotropic substances;**
 - 8.2.4. Used for any purpose not stipulated in the Insurance Policy**
- 8.3. Damage caused not to the Third Party's health and property;**
- 8.4. Damage to the property of Third Party during its transportation by the motorcycle/quad bike/buggy or while being under other care, custody or control of Insured.**
- 8.5. Damage occurred as a result of participation of Insured in professional or organized motor races, using motorcycle/quad bike/buggy for demonstration or preparation of tricks;**

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- 8.6. Damage occurred as a result of confiscation, arrest or other actions of State Authority;**
- 8.7. Damage occurred by reason of force-majeure, which shall mean war (declared or undeclared), civil commotion, rebellion or revolution, fire, flood, action by any government or any event beyond the reasonable control.**
- 8.8. Damage from or as a consequence of the following, whether controlled or uncontrolled or however caused: discharge of a nuclear weapon (even if accidental), nuclear reaction, radiation or radioactive contamination.**
- 8.9. Exclusions of coverage under the existing insurance represents the case when damaged is:**
 - a) Person who drove motorcycle/quad bike/buggy at the time of accident**
 - b) Family member of Insured (or authorized person) as well as the passenger of Insured motorcycle/quad bike/buggy;**
 - c) Employed of Insured according labor agreement between them.**
- 8.10 Insurer is not responsible for the issues caused from the any other contract or agreement, except the following agreement.**
- 8.11 Insurer is not responsible for all kind of property of authorized driver, or property he keeps under the trust, or it is transporting by the Insured motorcycle/quad bike/buggy or by trailed attached to the Insured motorcycle/quad bike/buggy.**
- 8.12 In cases where the authorized driver (regardless of guilt) did not drive on the road, roadway, traffic lane, or path intended for the traffic participant of his/her category/subcategory.**
- 8.13 Exception also includes other cases considered in Georgian legislation**

Motor accident insurance article 8:

- 8. Exceptions for Indemnity/ Insurer will not compensate:**
 - 8.1 Any other risk except from stipulated in following provisions or in Policy;**
 - 8.2 Damage caused from event about which Insured gave false or inappropriate information to Insurer.**
 - 8.3 In case of accident if Motorcycle/ bike/buggy is damaged or in useless condition at the time of such events.**
 - 8.4 In case when Insured Motorcycle/ bike/buggy was driven the unauthorized person.**
 - 8.5 Any damage and loss caused while driver of the Motorcycle/ bike/buggy was under the influence of drugs, alcohol or any psychotropic substances (despite the cause was drivers fault or not). In case of suicide or suicide attempt or any occurrence resulting the event occurred;**
 - 8.6 If Insured Event happened for negligence or intentionally by Insured or authorized driver.**
 - 8.7 Damage caused by participating in professional or organized races, shows or preparing for them.**
 - 8.8 In case when Insured or beneficiary refuses to deliver right of subrogation regarding third party or right of subrogation did not realized because of activity of Insured or beneficiary.**
 - 8.9 In case of Event when Insured has not paid Insurance Premium at the time of Insured Event took place.**
 - 8.10 Incident caused by Insured's or authorized driver' intentional act or negligence.**
 - 8.11 Other exceptions defined in Georgian legislation.**
 - 8.12 Driver/passenger health worsening or death costs if such happened after 12 months from Insured Event.**

<p>Insurer information procedures about Insurance event</p>	<p>According to Art. 6 of the motorcycle insurance conditions, the insurer is obliged to:</p> <p>6.2.9. Immediately contact the insurer on the phone number specified in the policy and provide the following information: policy number; last name of the insured; brief description of the case; time and place of the incident;</p> <p>6.2.10. To provide the insurer with a written statement about the insured event within two working days (the exception is cases when it is impossible to do this due to the insured's health condition, in which case the insurer's representative can provide the information to the insurer).</p>
<p>The form and time limits for submitting an insurance claim, adjusting an insurance case, and issuing an insurance claim</p>	<p>Procedures and deadlines stipulated by art. 5 and 7 of the motorcycle insurance conditions:</p> <p>5.2.3. In case of damage to a motorcycle/ATV/buggy, the insurer shall issue insurance compensation not later than 5 (five) banking days after determining the right to receive insurance compensation, as well as determining the amount of insurance compensation and presenting all appropriate documentation. In case of burglary and robbery, if the motorcycle/ATV/buggy is not found within 45 calendar days from the moment of reporting to the police, insurance compensation will be issued. If the motorcycle/ATV/buggy is found in a damaged condition within 45 calendar days, any damage caused to it will be compensated except for the exceptions provided in Article 8.</p>