

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	International Insurance Kamara JSC	
Type of Agreement	Motorcycle Insurance	Motorcycle Third party Insurance
Insurance Risk description and Insurance coverage	Accident damage; Fire, Explosion; Robbery, Plunder.	Damage of third party health, life or property damage caused by accident
Term and sum of any expenses except the Insurance Premium	Evacuator expenses; Expertise expanses – According to Motorcycle Insurance provisions Article 7.5 Expanses for penalty parking of damaged motorcycle on special area.	Evacuator expenses; Expanses for penalty parking of damaged motorcycle on special area.
Deductible amount and conditions	Deductible is 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.	
Insurance exclusions, conditions	<p>1.1. The damage that has existed before the occurrence of the Insured Event.</p> <p>1.2. Losses the Policy Holder may sustain through not being able to use the Motorcycle (including the cost of hiring of another Motorcycle)</p> <p>1.3. Damage of the machinery, electrical appliances, breakage; any damage caused to the engine, speed gear-box, except the direct mechanical damage.</p> <p>1.4. In case when the Motorcycle was used for different purpose then it was indicated in Insurance Application.</p> <p>1.5 Loss or damage caused by the Motorcycle's overloading, disrepair, usage under inappropriate road conditions, willful infringement by the driver of the road rules.</p> <p>1.6. Event caused as a result leaving the key in a Motorcycle, handle the key unauthorized person as the parking, security or other service.</p> <p>1.7. Damage to tires caused by applying the brakes, road punctures, cuts or bursts, repairs or replacements which make the Motorcycle 's condition better than before the Insured Event, any reduction in the market value of the Motorcycle following its repair.</p>	<p>1.1. Damage intended by Insured or caused by his gross negligence.</p> <p>1.2. Damage occurred while the Motorcycle was:</p> <p>1.2.1 Driven by any person except authorized driver;</p> <p>1.2.2 Outside the territorial of scope of cover;</p> <p>1.2.3 driven under the influence of alcohol, drugs or psychotropic substances;</p> <p>1.2.4 driven without the driving license (except when there exists the document proving that the driving license is temporarily deprived by traffic police)</p> <p>1.2.5 Used for any purpose not stipulated in the Insurance Policy.</p> <p>1.3. Damage caused not to the Third Party's health and property;</p> <p>1.4. Damage to the property of Third Party during its transportation by the motorcycle or while being under other care, custody or control of Insured.</p> <p>1.5. Damage occurred as a result of participation of Insured in professional or organized motor races, using motorcycle for demonstration or preparation of tricks;</p>

1.8. Technical and warranty repair of Insured Vehicle;

1.9. Motorcycle damage caused from mechanical or electron defect of brakes

1.10. Damage of the 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 Vehicle. Insurance Event cannot be indemnified if motorcycle wheels are older than 4(four) years.

1.11. In case of robbery or damage TV-audio-video equipment of Insured Motorcycle.

1.12. In case of accident, loss or damage if vehicle is damaged or in useless condition at the time of such events.

1.13. Other risks which are not mentioned in following conditions or Insurance Policy.

1.14. Damage of Insured's Property or property he owns under the power of attorney, or such property transportation is fulfilled by Insured Motorcycle or damage is caused by trailed of Insured Vehicle.

1.15 In case when Insured Motorcycle drives the unauthorized person. Except damaged caused from robbery or plunder or its attempt.

1.16. In case when Insured vehicle is used for passenger transportation or in case of rent, if such usage is not stipulated in Insurance Application.

1.17. Any incident, loss or damage of whatsoever nature while the Motorcycle is in or on the part of and aerodrome, airport, or airfield except when event take place on special parking.

1.18. Any damage and loss caused while driver of the Motorcycle 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;

1.19. In case of criminal lawsuit of Insured or powerful representative.

1.20. 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.

1.21. Damage caused by:

1.6. Damage occurred as a result of confiscation, arrest or other actions of State Authority;

1.7. 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.

1.8. 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.

1.9. Exclusions of coverage under the existing insurance represents the case when damaged is:

- a) Person who drove motorcycle at the time of accident.
- b) Family member of Insured (or authorized person) as well as the passenger of Insured vehicle;
- c) Employed of Insured according labor agreement between them.

1.10. Insurer is not responsible for the issues caused from the any other contract or agreement, except the following agreement 1.11. 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 Vehicle or by trailed attached to the Insured Vehicle.

1.12. Exception also include other cases considered in Georgian legislation.

1.21.1. Ionized radiation, radioactive pollution any type of nuclear fuel having radioactive emanation, or the remains left from radioactive burning;

1.21.2. Transportation of radioactive, poisonous and/or other dangerous substances, nuclear components;

1.21.3. Damages caused from natural disasters (Hail, Thunder, Storm, earthquake, Flood)

1.21.4 Participating in professional or organized races, shows or preparing for them.

1.21.5 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.

1.21.6 In cases when Insured (beneficiary) recognizes obligation without written consent of Insurer.

1.21.7 In cases when Insured (beneficiary) repairs Vehicle without prior agreement with Insurer.

1.21.8 In case of Event when Insured has not paid Insurance Premium at the time of Insured Event took place.

1.21.9 In case of Robbery when Motorcycle registration certificate is left in it.

1.21.10 Traffic accident when authorized driver had not the relevant category of driving license for the motorcycle.

1.21.11 In case when parked Motorcycle is damaged by unknown person or in obscure causation and Insurer and Police is not informed and Motorcycle has been moved before representative of Insurer appeared.

1.21.12 In case of violation the parking rule in time of transportation the Motorcycle to the penalty parking area by the authorized representative or time of parking the Vehicle on penalty parking area.

1.21.13 If the Insured interest appeared double Insured and Insurer was not informed about it in a written form.

	<p>1.21.14 Expanses for the parking on penalty parking area as a result of traffic accident.</p> <p>1.21.15 Insured Event if it is caused by insurer or its representatives negligence or imprudence.</p> <p>1.21.16 Other exceptions defined in Georgian legislation.</p>	
<p>Insurer information procedure about Insurance event</p>	<p>Inform the Police about Insured Event without delay. Contact the Insurer without a delay through the phone number indicated in the Insurance Policy and give the following information: Insurance Policy number, Name of the Insured; brief description of the Insured Event; time and place of the Insured Event. During 2 (business) days after Insured event took place Insured is obliged to represent written notification to Insurer. (Unless it is impossible for the health condition of Insured, in this case authorized representative of Insurer can represent mentioned documentation.)</p>	<p>Immediately inform the police authorities about the Auto Accident; Give immediate notice to Insurer with full particulars without any delay, followed by written statement and police act about the occurrence within maximum period of one week following the Auto Accident.</p>
<p>Application procedures for insurance indemnity, insurance event regulation, insurance indemnity form and date</p>	<p>Insurance Indemnity should be paid no later than 5 (five) days for motorcycle damage if the right of reimbursement of Insured is affirmed, damage is compensable, measure of Insurance Indemnity is evaluated and all relevant documentation is presented. In case Robbery or Armed Robbery motorcycle is not recovered during 45 (forty five) calendar days after the claim is brought to the police, the Insurance Indemnity shall be granted. If the motorcycle is recovered damaged during 45 calendar days, the damage is subject of remuneration except conditions stated in Article 8. As damage estimation act of Insured event is concluded in which party agree on amount of Insurance Indemnification, money should be delivered on Insured's bank account on an agreed date</p>	<p>In case of Insured Event is confirmed, according to the following provisions and agreement between the parties in the limit of Sum Insured following cases should be compensated:</p> <ol style="list-style-type: none"> 1. Appropriate expenses for reducing loss or avoiding damage or health injure of third party. 2. Expenses related to third party claim review out-of-court and in-court. Also expenses in purpose for ascertain Insured event circumstances and damage calculation (mentioned expanses should be covered in a limit of 20% of Insurance Limit determined in Insurance Policy) if this expanses is agreed to Insurer. 3. Compensation to the damaged party on the basis of court decision entered in to a force. 4. Non court decision based compensation for the damage inflicted by third party if such compensation amount is agreed to Insurer and damaged party confirms in written form that he has no claim about the Insurance Event. <p>Non court decision based compensation will be calculated following way:</p>

		<ul style="list-style-type: none">-In case of third party death or health injure- the amount of material damage;-Additional costs caused by health injure including medical treatment, medicines, prosthesis, special equipment for transporting (wheelchair, walking stick)-Third party property damage should be compensated under the Insurance Limit in following cases:<ul style="list-style-type: none">a)If the property is completely destroyed than whole amount of market or restoration value (On Insurer's choose) considering the property specification reducing the price of depreciation and remaining details which can be still used.b)If the property is partly damaged - price of repair to get the condition before the damage appeared.
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