



**TERMS AND CONDITIONS OF  
MOTOR TRANSPORT INSURANCE**

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**WE TAKE CARE OF EVERYTHING THAT'S IMPORTANT TO YOU**

**Deposited contract  
#251656065**

## Terms and Conditions of Motor Vehicle Insurance

These present terms and conditions shall be valid in conjunction with the Insurance Policy issued by the Insurer, which reflects the characteristics of the purchased product and other special stipulations. These present terms and conditions have no legal force without the Insurance Policy. Simultaneously, in the event of a conflict between the Insurance Application, these present terms and conditions, and the terms established by the Policy, the Insurance Policy shall prevail.

N	Title	Terms and Conditions of Motor Vehicle Insurance (CASCO Insurance Terms)
1	<b>Contracting Parties:</b>	<p><b>Insurer:</b> JSC "Insurance Company Unison" (ID No. 404393152)</p> <p><b>Insured/Policyholder:</b> An individual or legal entity (who has concluded this insurance agreement with the Insurer and who is responsible for paying the insurance premium)</p>
2	<b>Subject of the Contract:</b>	The subject of this Agreement is the Insurer's obligation to indemnify the Insured for damages arising from an insured event, in consideration of the Insured's payment of the insurance premium, in accordance with the terms, conditions, and limits set forth in this Agreement and the Insurance Policy.
3	<b>Definition of Terms:</b>	<p><b>Insured:</b> An individual or legal entity in respect of whom the insurance is carried out;</p> <p><b>Beneficiary:</b> An authorized person defined in the Policy to receive compensation, who must have a financial interest in the subject matter of the insurance at the time the insured event occurs;</p>

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3	Definition of Terms	<p><b>Insurance Policy (Policy):</b> A document confirming the insurance agreement issued by the Insurer, which specifies the details of the insurance coverage, is accompanied by the Motor Vehicle Insurance Terms, and constitutes an integral part thereof;</p> <p><b>Subject Matter of Insurance:</b> The motor vehicle specified in the Insurance Policy and application, which is the property or the subject of lawful possession of the Policyholder/Insured Person/Entity;</p> <p><b>Insured Risk:</b> An event provided for by the Insurance Policy that may cause an insured event;</p> <p><b>Traffic Accident (Road Traffic Incident):</b> A road traffic incident confirmed by the relevant certificate from the competent body (Ministry of Internal Affairs of Georgia): collision, rollover, running off the road of the insured vehicle.</p> <p><b>Roadway:</b> The surface of a road or street intended for motor vehicle traffic, including tram tracks, pavement, shoulder, median strip, bicycle lane;</p> <p><b>Technical Malfunction of a Motor Vehicle:</b> The state of the insured motor vehicle rendering it unsuitable for driving and/or operation, and/or the malfunction of any of its systems, including electrical wiring and/or devices, brakes, airbags, gas equipment and/or systems, combustion system, running gear and main units (engine, gearbox, clutch) which may cause or contribute to the occurrence of the insured risk;</p>

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3	Definition of Terms	<p><b>Insured Event:</b> The actual damage caused by external (physical) impact of the insured risks provided for by these present terms/Policy, which gives rise to the Insurer's obligation to pay insurance compensation;</p> <p><b>Insurance Period:</b> The period specified in the Insurance Policy during which the insurance is in force;</p> <p><b>Insurance Territory:</b> The territory specified in the Insurance Policy within which the insurance is valid;</p> <p><b>Authorized Driver:</b> A person specified in the Insurance Policy and application, who is authorized to drive the insured motor vehicle and holds a valid driving license of the appropriate category; Possible restrictions related to the driver's age and driving experience shall, if necessary, be defined in the specific Insurance Policy.</p> <p><b>Third Party:</b> Any individual or legal entity whose life, health, or property has suffered damage as a result of the operation of the insured motor vehicle, excluding the direct passengers of the insured motor vehicle and/or the Authorized Driver/Policyholder/Beneficiary/Owner of the motor vehicle and/or their family members;</p> <p><b>Family Member:</b> The spouse, children, step-children, parents, step-mother, step-father, adoptive parent, guardian, caregiver, and/or brother/sister of the Policyholder/Insured Person, Beneficiary, or Authorized Driver;</p>

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3	Definition of Terms	<p><b>Insurance Application:</b> A questionnaire to be completed by the Policyholder in the form established by the Insurer, which includes information about the subject matter to be insured, the Authorized Driver/Drivers, and other circumstances necessary for risk assessment. The application is completed prior to the issuance of the Insurance Policy and is an essential prerequisite for concluding the insurance agreement;</p> <p><b>Claim Notification/Application:</b> A written application to be completed/completed by the Policyholder/Insured Person in the form established by the Insurer, no later than 24 hours after the occurrence of the incident;</p> <p><b>Market Value:</b> The selling price of property identical or similar to the insured object, which is determined based on transactions concluded on the market. Sources may include: Georgian electronic platforms for buying and selling vehicles.</p> <p><b>Sum Insured:</b> Not exceeding the Market Value of the insured object or the maximum limit of the Insurer's liability according to the insurance lines (Third-Party Liability Insurance / Driver and Passenger Personal Accident Insurance) and which is reduced by the corresponding amount of compensation paid;</p> <p><b>Minor Insured Event:</b> Damage caused by the external (physical) impact of the insured risks provided for by these present terms/Policy, where no Third Party and/or their property is involved and/or identified, being minor external damage (scratching, cracking-breaking of glass, falling</p>

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3	Definition of Terms	<p>object, collision with a curb, collision with a tree, and various other objects);</p> <p><b>Proportional Insurance (Pro Rata):</b> Insurance where the Insurer compensates a portion of the damage in proportion to the ratio that existed between the Sum Insured and the Market Value of the motor vehicle at the time the insured event occurred;</p> <p><b>Deductible:</b> A portion of the loss that is not subject to reimbursement by the Insurer;</p> <p><b>Insurance Premium (Premium):</b> The cost of insurance, the amount and payment specified in the Insurance Policy;</p> <p><b>Earned Insurance Premium:</b> The amount of the premium proportional to the period of time elapsed from the beginning of the Insurance Period up to such date, for a specific date during the Insurance Period;</p> <p><b>Unearned Insurance Premium:</b> The amount of the premium proportional to the period of time remaining until the expiry of the Insurance Period, for a specific date during the Insurance Period;</p> <p><b>Total Loss of Motor Vehicle:</b> A motor vehicle is considered totally destroyed (Total Damage) if the restoration cost of the motor vehicle constitutes 70% or more of its Market Value, or 70% or more of the motor vehicle is damaged;</p> <p><b>Insurance Compensation (Indemnity):</b> Money, property, or service provided by the Insurer to the Policyholder/Insured Person/Beneficiary as insurance compensation;</p>

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3	Definition of Terms	<p><b>Policyholder's Liability to Third Parties:</b> Damage covered by the Insurance Policy and defined by these present terms, caused by the occurrence of an insured event during the operation of the motor vehicle specified in the Policy by the Authorized Driver, resulting in damage to the life, health, and/or property of a Third Party;</p> <p><b>Damage Caused to the Life and/or Health of the Driver and Passengers:</b> Damage covered by the Insurance Policy and defined by these present terms, caused by the occurrence of an insured event, resulting in damage to the life and/or health of the driver and passenger(s) of the insured motor vehicle;</p> <p><b>Double Insurance (Co-insurance):</b> If the Insured is the beneficiary of another, one or more insurance companies in this type of insurance, the loss shall be compensated jointly and severally among the Insurers, in which JSC Insurance Company Unison shall participate proportionally to the extent of its liability, provided that the total insurance compensation shall not exceed the actual damage;</p> <p><b>Detailed Traffic Accident Report (CDR - Crash Data Retrieval Report):</b> The relevant report of a motor vehicle collision, which is stored in the vehicle's "black box" and from which information is retrieved by means of a special device;</p> <p><b>Non-Factory Part/Detail:</b> Any part, detail, or accessory (including license plates) of a motor vehicle that is not documented in the vehicle's specification corresponding to the Vehicle Identification Number (VIN)/chassis number;</p>

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3	Definition of Terms	<p><b>Agreement Header/Preamble (of the Agreement):</b> A document that precedes all other provisions of the Agreement, constitutes an integral part of the Agreement, and contains the important terms of the Agreement;</p> <p><b>Information Sheet:</b> A document that must be compulsorily provided to a client who is an individual intending to receive insurance services at the stage of offering the insurance product, which includes a reference to the terms of the insurance product;</p> <p><b>Distance Contract (Contract Concluded Remotely):</b> An insurance agreement concluded between the Insurer and the Policyholder using one or more remote communication means organized by the Insurer.</p>
4	Insurance Coverage	<b>Motor Vehicle Hull Insurance (CASCO)</b>
5	Insured Risks	<p><b>Insured Risks (CASCO):</b></p> <ul style="list-style-type: none"> <li>• 5.1. Fire; explosion; lightning strike;</li> <li>• 5.2. Theft; robbery (larceny); banditry (armed robbery); unlawful acts of a third party;</li> <li>• 5.3. Road traffic incident (accident);</li> <li>• 5.4. Collision with an animal or external damage caused by an animal or bird;</li> <li>• 5.5. Natural disasters, including hail;</li> <li>• 5.6. Falling object, including damage to the windshield caused by a flying/splintering stone;</li> </ul> <p>Note: The specific insurance coverage and risks are indicated in the Insurance Policy.</p>

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6	Additional Coverages (If such exist in the Insurance Policy)	<p><b>Additional Coverage:</b></p> <ul style="list-style-type: none"> <li>6.1. Damage arising from liability to a Third Party;</li> <li>6.2. Damage caused to the life and/or health of the driver and passengers.</li> </ul> <p>Note: Additional coverage does not replace mandatory insurance valid in Georgia, and the Insurer shall be liable only for the damage that exceeds the compensation receivable from mandatory insurance. Furthermore, the incurred damage shall only be compensated monetarily within the limits specified in the Policy, but not exceeding the documented loss.</p>
7	Conclusion of the Insurance Agreement	<p>7.1. Filling out a written Insurance Application is mandatory for concluding the insurance agreement;</p> <p>7.2. The Insurance Policy is issued based on the Insurance Application completed by the Policyholder, the vehicle registration certificate, ID card, driving license, and photographs of the motor vehicle;</p> <p>7.3. Any damage that the motor vehicle has at the moment of insurance must be documented in the Insurance Application and the motor vehicle photographs;</p> <p>7.4. At the stage of offering the insurance product, an Information Sheet must be compulsorily provided to an individual consumer intending to receive the insurance service, and the concluded agreement must be mandatorily preceded by the Agreement Header;</p> <p>7.5. The insurance agreement is concluded between the Insurer and the Policyholder materially, or remotely using one or more remote communication means organized by the Insurer;</p> <p>7.6. The Parties agree that the Agreement may be signed electronically, through confirmation on the</p>

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		<p>relevant link, as well as via the Signify platform (<a href="https://signifyapp.com/ka-GE/">https://signifyapp.com/ka-GE/</a>). Agreements concluded in this manner shall have the same legal force as a handwritten signature on a paper medium;</p> <p>7.7. The issuance of the Insurance Policy by the Insurer confirms the conclusion of the insurance agreement;</p> <p>7.8. The insurance enters into force from 24:00 hours of the first day of the date specified in the Insurance Policy and is valid until 24:00 hours of the last day of the term provided for in the Policy, unless otherwise stipulated by the Insurance Policy. Furthermore, the Insurer shall not compensate for insured events that occur before the Policyholder pays the first or single premium installment, and, if the Insurance Policy is multi-year, before the payment of the first or single premium for the first and every subsequent year;</p> <p>7.9. The Policyholder must agree with the Insurer regarding insurance of the same interest with another insurance company. If the Policyholder concluded Double Insurance with the aim of obtaining illegal income, then all agreements concluded for this purpose shall be deemed void.</p>
8	Preconditions for Claim Settlement	<p>8.1. Insurance compensation shall be issued within the limits of the loss amount and the Sum Insured, provided the following conditions are met:</p> <p>8.1.1. None of the exceptional cases provided for by these present terms and conditions have occurred.</p> <p>8.2. In the case of additional coverages defined by the Insurance Policy, insurance compensation shall be issued:</p> <p>8.2.1. If the damage is caused by the fault of the Policyholder (or the Authorized Driver) while</p>

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		<p>operating the insured motor vehicle, and Third-Party Liability arises (for damage caused to the property, life, and/or health of a third party), and the Insurer has also approved the CASCO risks reimbursement for the Policyholder's own vehicle damage;</p> <p>8.2.2. If damage to the life and/or health of the driver or passengers of the insured motor vehicle occurs and becomes apparent within 1 (one) month from the date of the incident during the Insurance Period.</p>
9	Exceptions	<p><b>Insurance Compensation Will Not Be Paid If:</b></p> <p>9.1.1. The information and/or documentation provided does not correspond to the truth / is incorrect / inaccurate / forged / misleading;</p> <p>9.1.2. The loss/damage existed before the insurance or before the incident;</p> <p>9.1.3. The insured motor vehicle was being driven by an unauthorized driver at the time of the road traffic accident;</p> <p>9.1.4. The damage is not caused by the occurrence of an insured risk specified in the Insurance Policy;</p> <p>9.1.5. The incident did not occur during the period defined by the Insurance Policy;</p> <p>9.1.6. The single or subsequent insurance installment (Insurance Premium) established by the Policy has not been paid;</p> <p>9.1.7. The limit defined by the Insurance Policy has been exhausted (This point logically contradicts the condition for refusal, it should likely state "is exhausted" or "was exceeded");</p> <p>9.1.8. The motor vehicle is used for a purpose not agreed upon with the Insurer;</p> <p>9.1.9. The motor vehicle was used for: training, sporting, or special purposes, including: ambulance, road police, armored vehicle, taxi, courier, delivery service, Test drive; Off-road purposes—without</p>

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		<p>prior agreement with the Insurer and corresponding indication in the Policy.</p> <p>9.1.10. The fact, place, and time of the occurrence of the insured risk are not confirmed, and there is no trace confirming the cause of the damage (shards, deposits, objects, etc.);</p> <p>9.1.11. There is intentional damage or gross negligence on the part of the driver. Gross negligence shall include a road traffic accident caused by, but not limited to, the culpable action of the Authorized Driver, and such action has no objective mitigating circumstances. For example: the driver exceeding the speed limit, running a red light, driving in the opposite lane in violation of traffic rules, disregarding a "Yield" sign, or technical malfunction of the vehicle;</p> <p>9.1.12. At the time of the insured risk (road traffic accident), the motor vehicle was not in a technically sound condition;</p> <p>9.1.13. The damage to the motor vehicle is not caused by external impact; the driver left the scene of the incident, started, or moved the motor vehicle without the Insurer's consent, unless required by the Patrol Police;</p> <p>9.1.14. The driver failed to call the Patrol Police to the scene of the incident (except when the rule for claims settlement without a Patrol Protocol is applicable, as stipulated in the Insurance Policy);</p> <p>9.1.15. The driver did not immediately notify the Insurer about the incident, except for damage to the windshield caused by a flying stone, in which case the Policyholder is authorized to continue driving and notify the Insurer of the fact at the first available opportunity;</p> <p>9.1.16. Damage occurred to the insured motor vehicle, even if caused by an insured risk, but the Policyholder/Insured Person did not incur additional financial loss as a result of the occurrence of this</p>

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		<p>incident;</p> <p>9.1.17. Damage to the running gear parts (tires, wheels, oil pan, brake pads, etc.) as a result of driving over a pothole and/or any object;</p> <p>9.1.18. There is: war (whether declared or not), invasion, actions of hostile forces, hostile or warlike operations, civil commotion, sabotage, strike, demonstration, act of terrorism or attempted act thereof;</p> <p>9.1.19. The loss occurred while the insured motor vehicle was present in a construction and/or other territory where motor vehicle movement is restricted or prohibited, including: on an aerodrome, airport, or a section of the aerodrome used for take-off/ landing, taxiing, parking of aircraft, as a road intended for airport service, or for customs inspection at the airport;</p> <p>9.1.20. The incident occurred while the Authorized Driver was under the influence of alcohol, narcotic, or psychotropic substances;</p> <p>9.1.21. Damage incurred on a non-roadway;</p> <p>9.1.22. In the presence of Double Insurance, there was an attempt to receive full insurance compensation;</p> <p>9.1.23. Internal (non-external) damage to the insured motor vehicle caused by animals, insects, birds, or reptiles;</p> <p>9.1.24. If, according to the current legislation of Georgia, the Insurer is granted the authority to refuse insurance compensation (provisions of the Civil Code of Georgia);</p> <p>9.1.25. The Policyholder has not fully and duly fulfilled the obligations established by these terms and conditions.</p> <p>9.2. The following shall not be included in the amount of loss:</p> <p>9.2.1. Any type of administrative fine, including for violation of parking rules, as well as costs for</p>

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		<p>parking/towing to the penalty yard, including compensation for damage caused during the evacuation of the insured motor vehicle;</p> <p>9.2.2. Repair costs outside the territory of Georgia;</p> <p>9.2.3. Natural wear and tear, rust, corrosion, amortization, depreciation, and/or repairs that improve the motor vehicle's condition existing prior to the occurrence of the loss;</p> <p>9.2.4. Moral damage, damage suffered in the form of lost income.</p>
10	<b>Procedure for Calculating Insurance Compensation</b>	<p>10.1.1. The form of insurance compensation shall be determined by the Insurer—as monetary payment, property, or service.</p> <p>10.1.2. In the event of Total Loss of Motor Vehicle, theft, robbery (larceny), or banditry (armed robbery), the Insurer may, by its decision, replace the insured motor vehicle with a motor vehicle of an analogous model, year, and technical condition. Following insurance compensation, the Insurer shall acquire ownership rights to the destroyed or stolen motor vehicle in accordance with Georgian legislation and these present terms. The transfer of the motor vehicle to the Insurer must be effected by the Policyholder through removal from registration at the LEPL Service Agency of the Ministry of Internal Affairs of Georgia. The costs of removal from registration and transfer shall be covered by the Policyholder.</p> <p>10.2. In the case of Additional Coverage, the Insurer shall determine the form of insurance compensation as follows:</p> <p>10.2.1. Restoration or replacement cost of the damaged property;</p> <p>10.2.2. Medical expenses for the injured person;</p> <p>10.2.3. In the event of permanent disability and/or death, the documented total income amount for the</p>

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		<p>last 5 (five) years—but not exceeding the limit specified in the Policy. Simultaneously, if several persons are injured as a result of one incident, where the amount of loss exceeds the maximum limit of the Insurer's liability specified in the Policy, compensation for each person shall be issued proportionally to their share of the loss in the total damage.</p> <p>10.3. The insurance compensation shall be calculated within the limits of the Insurer's liability established by the Policy, but not exceeding the amount of the actual loss, taking into account the use of the Proportional Insurance method, deduction of the deductible and also the payable premium (if applicable);</p> <p>10.4. The cost of tow truck service shall be included in the insurance compensation, within the frequency and limit established by the Policy, if such a condition is provided for by the Policy, and provided that the insured motor vehicle cannot move independently. Even if other countries besides Georgia are specified as the area of insurance, the cost of moving the damaged motor vehicle is covered only within Georgia;</p> <p>10.5. The Insurer shall compensate the costs of transporting (evacuating) the motor vehicle damaged as a result of the insured event to the agreed nearest repair point, on a one-time basis within the scope of one insured event;</p> <p>10.6. In the event of damage to the insured vehicle where an insured event has occurred, but where there are not one, but several damages, and the distance between the damaged areas / the location of the incident / the extent of the damage(s) and other circumstances exclude these damage(s) being the result of the possible occurrence of the same risk, then the Insurer shall compensate only one,</p>

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11	Procedure for Issuing Insurance Compensation	<p>smaller damage.</p> <p>10.7. The Policyholder shall be considered the recipient of compensation, but only on the condition that the Policyholder suffered a financial loss under the terms of the damage incurred, and their financial interest in the subject matter of the insurance is confirmed. In all other cases, insurance compensation shall not be issued, and such a policy shall be subject to cancellation.</p>
12	Rights, Obligations, and Responsibilities of the Parties	<p>11.1. Insurance compensation shall be paid after:</p> <p>11.1.1. The fact of the insured event and the amount of the loss have been established; 11.1.2. The form and amount of compensation have been determined; 11.1.3. The incident has been qualified as an insured event; 11.1.4. It has been established that the Policyholder does not have outstanding insurance premium debts.</p> <p>11.2. After the conditions provided for in clause 11.1. of this Agreement are fulfilled, the Insurer shall compensate the Policyholder for the loss caused by the insured event within a maximum of 3 (three) working days following the full receipt of documentation;</p> <p>11.3. The Insurer reserves the right to postpone the decision on insurance compensation if a criminal case has been initiated against the Policyholder (Beneficiary) or their authorized representative in connection with the occurrence of the insured risk.</p> <p>12.1. The Policyholder shall be obliged to:</p> <p>12.1.1. Pay the Insurance Premium within the term specified in the Insurance Policy;</p> <p>12.1.2. In the case of Double Insurance, notify the Insurer immediately in writing and indicate the identity of the other Insurers and the amount of the Sum Insured in the relevant written notification.</p>

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		<p>12.1.3. If the Policyholder wishes to terminate the insurance before its term, they shall be obliged to address the Insurer in writing; a verbal or telephone message expressing such a wish shall not be grounds for cancellation of the insurance.</p> <p>12.1.4. Notify the Insurer of reliable information, both before receiving the Policy and during its validity period, that affects the assessment/subsequent change in the degree of risk;</p> <p>12.1.5. Pay the penalty fee within the deadlines established by the Insurer in case of non-performance or improper performance of the assumed obligations.</p> <p>12.2. After the occurrence of an incident, the Policyholder shall be obliged to:</p> <p>12.2.1. Immediately leave a notification on the Insurer's hotline—032 2 991 991—immediately upon the occurrence of the incident, except for damage to the windshield caused by a flying stone, in which case the Policyholder is authorized to continue driving and notify the Insurer of the fact at the first available opportunity. This notification is for informational purposes only, and the Insurer is authorized to commence action only after receiving a written application from the Policyholder;</p> <p>12.2.2. Immediately notify the Emergency Management Service—112—upon the occurrence of the incident (except for damage to the windshield caused by a flying stone);</p> <p>12.2.3. Not move the motor vehicle from the place of the incident without the Insurer's consent, unless such action is required by the Patrol Police;</p> <p>12.2.4. Not start repairing the motor vehicle without agreement with the Insurer;</p> <p>12.2.5. File a written application regarding the incident no later than 24 hours after its occurrence. If the Policyholder violates this deadline, regardless</p>

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	<p><b>Terms and Conditions of Motor Vehicle Insurance (CASCO Insurance Terms)</b></p> <p>of whether making a written application within this deadline would have influenced the assessment of the incident and the investigation of related circumstances, or the amount of damage, the Insurer reserves the right to refuse compensation for the loss;</p> <p>12.2.6. Notify the Insurer about changes in the conditions of operation, use, ownership, or the identification data of the vehicle;</p> <p>12.2.7. Immediately inform the Insurer in writing about changes to the addresses (location, telephone, fax, E-Mail) specified in the Policy (Application). Full and accurate indication of the new requisites is necessary. Failure to comply with this rule means the Policyholder cannot cite the fact of changing addresses as a reason for not receiving a notification, and the notification shall be deemed received with all the consequences provided for by these terms;</p> <p>12.2.8. After declaring the incident, allow the Insurer to retrieve the Detailed Traffic Accident Report (CDR) / obtain information from the insured motor vehicle, on the basis of which the Insurer will make a decision on compensation for the damage. If consent is not given, the damage is not subject to compensation;</p> <p>12.2.9. Ensure the storage of the damaged property at their own expense until the Insurer makes a decision on compensation;</p> <p>12.2.10. After receiving insurance compensation, obligatorily repair the motor vehicle damaged as a result of the insured event, and transfer the replaced damaged parts, or the salvaged property resulting from Total Loss, into the ownership of the Insurer. The Policyholder shall cover the costs of transfer;</p> <p>12.2.11. In the event of a recourse claim, transfer all existing documents to the Insurer and assist the</p>

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		<p>Insurer in realizing the right of subrogation.</p> <p>12.3. The Policyholder shall be obliged to submit to the Insurer after the occurrence of the incident:</p> <ul style="list-style-type: none"> <li>12.3.1. A written application regarding the occurrence of the incident;</li> <li>12.3.2. Motor vehicle registration certificate;</li> <li>12.3.3. Authorized Driver's driving license;</li> <li>12.3.4. Bank requisites;</li> <li>12.3.5. In the case of Additional Coverages, calculation; Medical Form No. 100;</li> <li>12.3.6. Certificates, conclusions, and/or other relevant documents issued by the relevant competent authorities (including the Ministry of Internal Affairs of Georgia, meteorological service) requested in connection with the incurred incident;</li> <li>12.3.7. All possible information and evidence in their possession and/or requested by the Insurer, related to the road traffic accident;</li> <li>12.3.8. Depending on the specific case, a certificate regarding the driver's influence of alcohol, narcotic, or toxic substances (Alcotest / expert conclusion).</li> </ul> <p>Note: The Policyholder's obligations equally apply to the Insured Person and the Beneficiary (if any).</p> <p><b>12.4. The Insurer shall be authorized to:</b></p> <p>12.4.1. Repeatedly assess the degree of risk based on the frequency of incurred incidents or the cause(s) of the incident during the Insurance Period and demand an increase in the premium and/or terminate the validity of the Policy; simultaneously, if the Insurer decides to offer an increase in the premium and the Policyholder does not agree to the offer within 5 working days of receiving such written notification, the Insurer shall be authorized to terminate the validity of the Policy in accordance with the procedure established by these terms;</p>

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		<p>12.4.2. Compensate the loss using the principle of Proportional Insurance as defined by these present terms, applying the deductible (if such exists in the Policy) and the payable Insurance Premium in the event that the Sum Insured in the Insurance Policy is defined as an amount less than the Market Value of the insurance object. The Insurer shall compensate the loss in proportion to the ratio that exists between the Sum Insured and the Market Value of the motor vehicle at the time the insured event occurs;</p> <p>12.4.3. In the event of Total Loss of the insured motor vehicle, issue insurance compensation within the limits of the Sum Insured:</p> <ul style="list-style-type: none"> <li>* Either deducting the value of the salvaged property from the insurance compensation, regardless of the extent of its damage, visual condition, and selling price, or without deducting the value of the salvaged property;</li> <li>* After insurance compensation, regardless of the type of damage (be it Total Loss or partial damage), demand the Policyholder transfer ownership of the damaged property;</li> </ul> <p>12.4.4. Upon the first breach of the Insurance Premium payment schedule (including an incomplete amount of the insurance installment), not compensate for insured events occurring after 14 calendar days from the breach of the schedule, suspend the validity of the Agreement without any additional notification until the full fulfillment of the financial obligation by the Policyholder. The insurance agreement shall be renewed only after the Policyholder pays the premium. After the debt is settled, the Insurer shall no longer consider incidents that occurred during the debt period as insured events, and incidents that occurred during this period shall not be subject to compensation by the Insurer. If the Policyholder/Insured Person does not</p>

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	<p><b>Terms and Conditions of Motor Vehicle Insurance (CASCO Insurance Terms)</b></p> <p>settle the premium due according to the schedule within 30 (thirty) days, then, after the expiration of this period, the Insurer shall be authorized to terminate this Agreement and demand payment of the outstanding Insurance Premium debt.</p> <p>12.4.5. In case of violation of the notification deadlines (telephone notification, submission of application) by the Policyholder, the Insurer reserves the right not to consider the claim for compensation of the loss, deem the telephone notification of the damage non-existent, and consequently refuse to issue insurance compensation</p> <p><b>Delayed notification by the Policyholder critically affects the Insurer's interests due to the following circumstances:</b></p> <ul style="list-style-type: none"> <li>• Obtaining evidence becomes impossible;</li> <li>• The Insurer is not given the opportunity to assess the damaged or lost property on site, collect photographic materials, conduct expertise, and obtain other necessary evidence;</li> <li>• The right granted to the Insurer by law/agreement regarding subrogation is restricted;</li> <li>• The Insurer is deprived of the possibility to take timely measures to save the object of insurance or reduce the damage;</li> <li>• The Insurer cannot identify the exclusions established by the agreement;</li> </ul> <p>12.5. After the occurrence of an incident, the Insurer shall be authorized to:</p> <p>12.5.1. Inspect the motor vehicle;</p> <p>12.5.2. Conduct expertise;</p> <p>12.5.3. When the motor vehicle is damaged, repair the damaged parts if they are subject to restoration;</p> <p>12.5.4. Compile a calculation (list) of the repair cost, depending on the degree of damage;</p> <p>12.5.5. In connection with an incident caused by the occurrence of insured risks, where a criminal case</p>

N	Title	Terms and Conditions of Motor Vehicle Insurance (CASCO Insurance Terms)
13	Subrogation Procedure	<p>has been initiated and an investigation is underway, postpone the decision on insurance compensation until the completion of the criminal case.</p> <p>If the Policyholder can raise a claim for compensation of damages against a Third Party, then this claim shall be transferred to the Insurer, provided the Insurer compensates the Policyholder for the damage. If the Policyholder waives their claim against the Third Party or their right to secure this claim, then the Insurer shall be released from the obligation to compensate the loss by the amount that the Insurer could have received for the reimbursement of its expenses in connection with the exercise of the right or the raising of the claim.</p>
14	Term and Conditions for Termination (Cancellation) of the Agreement	<p>14.1. Early termination of the Agreement is possible at the initiative of both the Policyholder and the Insurer.</p> <p>14.2. In case of early termination of the insurance at the initiative of the Policyholder, they shall, in all cases, be obliged to address the Insurer in writing; a wish expressed verbally or via telephone notification is not a ground for cancellation of the insurance.</p> <p>14.3. Insurance may be terminated at the Insurer's initiative due to a breach of the premium payment obligation (refer to Article 12.4.4. of this Agreement).</p> <p>12.4.5. At the Insurer's initiative, with one month's notice, if a multitude of homogeneous insured events significantly restricts the management of insured risks.</p> <p>14.3. The Insurer shall be authorized to immediately terminate the insurance unilaterally if:</p> <p>14.3.1. The Policyholder/Beneficiary/Authorized Driver provides incorrect information to the Insurer, in any form, or falsifies information and misleads/ attempts to mislead the Insurer.</p>

N	Title	Terms and Conditions of Motor Vehicle Insurance (CASCO Insurance Terms)
15	<b>Penalty Fee / Sanctions Arising from Termination of the Agreement</b>	<p>15.1. In the event of non-payment of the single or subsequent insurance installment of the Insurance Premium specified in the Insurance Policy within the established deadlines, the Insurer shall be authorized to demand a penalty fee from the Policyholder in the amount of 0.1% of the unpaid amount for each overdue day, but not exceeding the total amount of the Insurance Premium specified in the Policy;</p> <p>15.2. In case of early termination of the insurance at the Insurer's initiative:</p> <p>15.2.1. The Policyholder shall in all cases be obliged to pay the Earned Premium; if the Earned Premium has already been paid by the Policyholder at the moment of termination of the insurance, this amount is not subject to refund by the Insurer; only the Unearned Premium shall be returned.</p> <p>15.2.2. If a loss has been compensated under the Policy, the Policyholder shall be obliged to pay the Insurance Premium in full. If the full Insurance Premium has already been paid by the Policyholder, this amount is not subject to refund by the Insurer.</p> <p>15.3. In case of early termination of the insurance at the Policyholder's initiative:</p> <p>15.3.1. The Policyholder shall in all cases be obliged to pay the Earned Premium; if the Earned Premium has already been paid by the Policyholder at the moment of termination of the insurance, this amount is not subject to refund by the Insurer.</p> <p>15.3.2. The Insurer shall be authorized to additionally demand payment from the Policyholder of 10% of the full Insurance Premium;</p> <p>15.3.3. If a loss has been compensated under the Policy, the Policyholder shall be obliged to pay the Insurance Premium in full. If the full Insurance Premium has already been paid by the Policyholder, this amount is not subject to refund by the Insurer.</p>

N	Title	Terms and Conditions of Motor Vehicle Insurance (CASCO Insurance Terms)
16	Insurance Premium and Payment Terms	The amount of the Insurance Premium and the payment procedure are specified in the Insurance Policy.
17	Dispute Resolution Procedure	Any dispute arising from the Agreement (including those related to the existence, interpretation, performance, and enforcement of the Agreement) shall be resolved through negotiation. If the dispute is not resolved, the parties shall address the court.
18	Communication Between Parties	<p>18.1. Notification from the Insurer to the Policyholder (Insured Person/Authorized Driver) shall be delivered via short text message, email, or postal mail, and/or to the requisites and address specified by the Policyholder in the Application/Insurance Policy. Furthermore, the Insurer shall not be responsible if the specified requisite is incorrect or has been changed and the Insurer was not notified, due to which the notification could not be sent or was sent incorrectly. The notification shall be deemed delivered from the moment of dispatch;</p> <p>18.2. In the event that the Insurer sends a notification to the Policyholder to an email address different from the one specified in the Insurance Application/Policy, the notification shall be deemed delivered on the day it is received by the Policyholder/Insured Person if the receipt of the notification is confirmed by the Policyholder/Insured Person;</p> <p>18.3. An Insurance Policy certified and issued by the Insurer with an electronic signature or electronic seal is equivalent to the original. Similarly, consent to the insurance terms communicated electronically by the Policyholder to the Insurer is equivalent to the Policyholder's signature. The Insurance Policy and the corresponding agreement may be concluded in material written form. Furthermore, confirmation sent to any corporate email address ending with unison.ge shall be equivalent to a signature.</p>

N	Title	Terms and Conditions of Motor Vehicle Insurance (CASCO Insurance Terms)
19	Processing of Personal Data	<p>19.1. The Insurer shall be authorized to process personal data (including special category personal data) received within the scope of the insurance in accordance with the requirements of the Law of Georgia "On Personal Data Protection."</p> <p>19.2. The Policyholder agrees that the Insurer is authorized to process the personal data of the Policyholder/Insured Person/Authorized Driver, including special category data, within the scope and volume of this Agreement, for the purposes of the Agreement, and to transfer it to Third Parties if necessary, in accordance with the legislation of Georgia. The Insurer is also authorized to process the personal data of the Policyholder/Insured Person/Authorized Driver for marketing purposes, including for direct marketing purposes.</p> <p>19.3. The Insurer is authorized, without additional consent from the Policyholder, the Insured Person, or the Authorized Driver provided for in the Policy, to contact competent state bodies and receive information about offenses and/or criminal cases related to road traffic incidents—in the amount and volume necessary for the purposes of the insurance.</p> <p>19.4. The data subject has the right to request the Insurer, at any time, to cease the use of data about them for direct marketing purposes, in the same form in which the communication is carried out - by written application or via telecommunication means.</p>
20	Final Provisions	<p>20.1. A complaint can be registered at the Insurer's email address: <a href="mailto:complaint@unison.ge">complaint@unison.ge</a> or by leaving a message on the Insurer's hotline: 0 32 2 991 991;</p> <p>20.2. Any changes or additions to these present terms are provided for (specified) in the Insurance Policy or in a corresponding agreement concluded between the parties. The agreement of the parties is not required for making changes/additions to these terms if this stems from the current legislation of Georgia.</p>