

PUBLIC OFFER

according to the terms of online registration of an E-policy (electronic policy) for compulsory civil liability insurance of vehicle owners

This public offer (hereinafter referred to as the Offer) establishes the procedure for online registration E-policy (electronic policy) (conclusion and termination of the contract) and conditions insurance for compulsory civil liability insurance of vehicle owners (hereinafter referred to as CCLIVO) between the insurance company NEO INSURANCE CORP JSC (hereinafter referred to as – Insurer) and the Policyholder.

This offer has been developed on the basis of the Civil Code of the Republic of Uzbekistan, the Laws of the Republic of Uzbekistan “On Electronic Commerce”, “On Electronic Document Management”, “On Insurance Activities”, Implementation Rules, registration of E-policies and verification of their reliability, approved by Resolution of the Cabinet of Ministers of the Republic of Uzbekistan dated December 14, 2020 No. 780 “On additional measures to improve the procedure for providing electronic insurance services,” and the Rules for compulsory civil liability insurance of vehicle owners, approved by Resolution of the Cabinet of Ministers of the Republic of Uzbekistan dated June 24, 2008 No. 141.

I. Common provisions and basic concepts

1. Following basic concepts are used in this offer:

E-policy – insurance contract for compulsory civil liability insurance of vehicle owners in electronic form;

Insurance event – occurrence of civil liability of the policyholder or another person whose liability is insured under the E-policy for causing harm to the life, health and (or) property of the victim when using a motor vehicle, which entails the insurer's obligation to make an insurance indemnity;

Sum insured – an amount of money within the limits of which the Insurer undertakes to indemnify the damage caused to the injured person (his/her heir or legal successor) upon occurrence of an insured event;

Insurance premium – the amount of money that the policyholder is obliged to pay to the insurer to purchase an E-policy;

Insurance indemnity – the amount of money which the Insurer undertakes to pay within the limits of the Sum Insured to compensate for harm to the life, health and (or) property of the victim upon occurrence of an insured event under the E-policy;

Unified information system – a unified information system on compulsory insurance, functioning in online mode, integrated with information systems and central databases of the Ministry of Internal Affairs, extra-budgetary Pension Fund under the Ministry of Finance of the Republic of Uzbekistan, other interested ministries and departments, central databases of individuals and legal entities.

Close relatives of the owner of the motor vehicle - close relatives (**parents, spouse, children, brothers, sisters**) of the owner of the motor vehicle who are not required to execute a notarized power of attorney for the use and management of the motor vehicle;

Use of the official website and mobile application - any action of the policyholder aimed at using it.

2. The territory of validity of the offer is the Republic of Uzbekistan.

3. Owners of vehicles registered in foreign countries and temporarily used in the territory of the Republic of Uzbekistan cannot be a party to this offer.

4. When using the official website and mobile application, the Policyholder must first fully familiarize himself/herself with the terms and conditions of this offer. If the Policyholder does not agree with the terms and conditions of the offer or some parts thereof, he/she shall stop using the official website and mobile application. The Policyholder's continued use of the official website and mobile application shall mean his/her full and unconditional acceptance of the terms and conditions of this offer.

II. Formalization of E-policy

5. The E-policy is issued through the part of the official website provided for compulsory insurance or its mobile application, telegram bot and/or electronic payment system.

6. To issue an E-policy, the policyholder shall include the following information in the electronic application for an E-policy for each vehicle:

personal identification number and series and number of the document certifying the identity of the policyholder and/or natural persons authorized to drive the vehicle (if the E-policy is issued with the condition that only certain persons are allowed to drive the vehicle); and only certain persons are allowed to drive the vehicle);

taxpayer identification number (for legal entities);

personal identification number and series and number of the identification document of the owner of the vehicle (if the owner of the vehicle is another physical person);

email address (if available);

mobile phone number;

state registration number, series and number of the state registration certificate of the vehicle for which the E-policy is being issued;

if the policyholder in accordance with the legislation belongs to the category of persons entitled to a discount on the insurance premium, the relevant numbers of documents (certificate, certificate) certifying the involvement of the policyholder in the above-mentioned category with the marking of the availability of discounts on compulsory insurance;

relevant numbers of documents confirming the degree of kinship of close relatives (parents, spouse, son, daughter, brothers, sisters) allowed to use and drive the vehicle;

place of vehicle registration;

t term of insurance (1 year, 10 days or more (to the place of registration);

the form of sending a notification of E-policy issuance (phone number or e-mail address or via the personal cabinet opened on the insurer's website (via mobile application)).

In this case, the relevant information, if available in the unified information system, is filled in automatically.

7. In case of partial or complete non-functioning of the Unified Information System during the completion of the electronic application, i.e. in case of partial or complete non-functioning of the Unified Information System while filling in the electronic application, i.e. in case of non-functioning of state information databases and/or lack of communication with them, the insured enters the remaining information manually or attaches documents.

8. After the policyholder has completely filled in the electronic application, the button for sending it is pressed.

9. The information sent in the electronic application is checked by the responsible employees of the insurer within one working day for completeness and correctness, after which a notification on the possibility of paying the insurance premium or resending the corrected information is sent. If the policyholder fails to submit the application within 24 hours from the date of submission of the application, the insurance organization shall notify the policyholder via its resource on the World Wide Web or SMS-messages that it is not possible to issue, reissue and terminate the E-policy.

10. After receiving a notification about the possibility to pay the insurance premium, the Policyholder shall pay the insurance premium within 24 hours via electronic payment systems, by cash payment or transfer (legal entities).

If the insurance premium has been paid in the amount less than that stipulated in the E-policy, the insurance organization shall immediately send a notification on the necessity for the Policyholder to pay the missing part of the insurance premium within 72 hours.

11. The fact of payment of the insurance premium shall mean acceptance of this Offer by the Policyholder.

12. The E-policy shall enter into force as of the moment of payment of the Insurance premium by the Policyholder. The Insurance shall cover Insured Events that have occurred after the entry into force of the electronic compulsory insurance contract, unless the E-policy stipulates a different term for the commencement of the Insurance.

13. After the insurance premium has been paid in full, the notification of the E-policy shall be sent in the form chosen by the Policyholder and shall include:

- name of the insurance organization;
- the state license plate number of the vehicle;
- the amount of the insurance premium;
- E-policy validity period;
- unique E-policy number;
- reference to the Unified Information System.

14. The Policyholder may download the E-policy by following the link to the Unified Information System.

ATTENTION!

15. THE POLICYHOLDER IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION AND DOCUMENTS PROVIDED BY HIM/HER TO THE INSURER FOR THE ISSUANCE OF THE ELECTRONIC POLICY.

III. Rights and obligations of the parties

16. Policyholder has right to:

to ask the Insurer for explanations of the E-policy;

to stop using the official website and mobile application at any time;

to choose an Insurer carrying out compulsory insurance activities. The Policyholder shall be obliged to:

to fulfill the obligation imposed on him/her under the E-policy in the prescribed manner and timeframe;

to pay the insurance premium under the E-policy according to the established procedure and terms.

17. Insurer has the right to:

to involve relevant experts when considering the application of the injured person (his/her heirs or legal successors);

verify the information provided by the policyholder, control fulfillment of the requirements and terms of the insurance contract;

give recommendations on prevention of occurrence of insured events;

to demand the return of the paid insurance indemnity in a recourse order in the cases established by the legislation.

The insurer is obliged:

to create conditions for the policyholder to be able to use its Internet resource 24 hours a day, 7 days a week without hindrance;

to consider the application of the policyholder and (or) victim to make insurance payment and (or) payment of insurance indemnity;

to ensure confidentiality of information about the policyholder and the victim obtained in the course of its activities.

18. The official website or mobile application can only be used if it is possible to connect to the World Wide Web. Therefore, the policyholder must independently take measures to connect to the Internet in accordance with the established procedure.

19. The Insurer shall not be liable for:

losses of the policyholder related to the use of the official website and mobile application;
consequences of the policyholder transferring information on the official website and mobile application to third parties;

failure to provide services due to inability to use the official website and mobile application for reasons beyond the control of the insurer.

20. The victim has the right to:

Appeal to the insurer to make an insurance payment and (or) payment of insurance indemnity;

To appeal in court against the insurer's decision to refuse to make the insurance payment and (or) indemnity;

to receive insurance payment and (or) indemnity on the basis of conditions established by the legislation.

IV. Early termination of the E-Policy

21. The validity of the E-policy shall be terminated prematurely in the following cases:

- prohibition to use the vehicle in accordance with the established procedure;
- the vehicle specified in the E-policy is no longer fit for use;
- change of the owner of the vehicle.

22. In case of early termination of the E-Policy due to change of the owner of the Vehicle or partial or total loss of the Vehicle, a part of the Insurance Premium shall be refunded in proportion to the amount of indemnity paid and the number of days of the unexpired period of validity of the E-Policy.

In case of early termination of the compulsory insurance contract for reasons other than those specified in the first part of this paragraph, the insurer may deduct from the refunded part of the insurance premium the amount of its provable expenses under this compulsory insurance contract in the amount not exceeding 25 percent of the insurance premium. (Law of the Republic of Uzbekistan 'On Compulsory Civil Liability Insurance of Owners of Motor Vehicles', Article 12.)

23. The refund of a part of the insurance premium to the policyholder (his/her legal representatives, heirs, successors, assignees) shall be made within 14 calendar days from the date of application of the policyholder (his/her legal representatives, heirs, assignees) in accordance with the established procedure.

At the same time, the part of the insurance premium subject to refund may be transferred at the request of the policyholder to the insurance premium for the newly issued E-policy.

V. Actions of persons upon occurrence of an insured event

24. The policyholder (other person whose civil liability is insured in accordance with the E-policy), who is a party to a road traffic accident (RTA) resulting in causing harm to the victims, shall, upon the request of the victim(s), inform him/her (them) of the information on the E-policy under the OSGOVTS.

25. Upon occurrence of an insured event, the policyholder shall do the following:

deliver a copy of the insurance policy to the injured person within three calendar days from the day of the road traffic accident;

immediately, not later than 72 hours after the road traffic accident, notify the insurer of the event with a copy of the insurance policy attached;

notify the insurer of all claims made against it in connection with the insured event.

VI. Insurance payment and (or) payment of insurance indemnity

26. The victim or the policyholder (in case of direct settlement of the insured event) has the right to send a notice of the occurrence of the insured event, the determination of the amount of damage caused, electronic or scanned copies of documents, to make insurance payments defined in the Rules of compulsory civil liability insurance of owners of motor vehicles, approved by the Cabinet of Ministers of the Republic of Uzbekistan on June 24, 2008 No. 141, to the Internet resource of the insurer of the victim (in case of direct settlement of the insured event) or the Internet resource of the insured's insurance organization.

27. If the documents confirming the occurrence of the insured event and the amount of damage caused by the policyholder are insufficient, the insurer from the date of receipt of these documents within three working days shall send information about it to the electronic mail address (if available) and (or) SMS-message to the specified telephone number of the injured person or the policyholder, indicating the full list of missing and (or) incorrectly executed documents.

28. The electronic information about the full list of submitted documents and the date of acceptance shall be sent to the applicant to the e-mail address specified by the applicant (if available) and (or) indicated in the personal account of the applicant in the resource of the world information network Internet.

VII. Sum insured, insurance premium, amount of insurance payment and (or) indemnity

29. The sum insured under OSGOVTS is 40,000,000 (forty million) soums. Of which:

- in case of damage to property of the victim, the insurance payment is 35 percent of the sum insured - 14,000,000 (fourteen million) soums;
- in case of causing harm to life or health of the victim, the insurance payment makes 65 percent of the sum insured - 26,000,000 (twenty-six million) soums.

30. The insurance premium under OSGOVTS shall be paid by the Policyholder for a period of 1 (one)* year in the following amount:

Type of vehicle	Territory			
	Tashkent city and Tashkent region**		Other regions**	
	Limited *** (in soums)	Unlimited - **** (in soums)	Limited *** (in soums)	Unlimited - **** (insoums)
Passenger car	56,000	168,000	40,000	120,000
Freight	67 200	201 600	48,000	144,000
Buses And minibuses	67 200	201 600	48,000	144,000
Trams, motorcycles and scooters, tractors, self-propelled road-construction machines and others cars	22,400	67,200	16,000	48,000

* If the insurance term of 6 months or up to the place of registration is selected in the electronic application, the insurance premium is announced to the policyholder in the process of filling in the electronic application at a lower amount than the amount specified in the table.
 In the process of filling in the electronic application, the insurance premium is declared to the policyholder in a smaller amount than the amount specified in the table.

**Territory where the vehicle is registered.

***In case of registration with the condition that the vehicle is used by a limited number of drivers.

**** If the vehicle is used by an unlimited number of drivers.

31. The amount of the insurance premium to be paid by the Policyholder shall be determined in accordance with the data entered in the electronic application for the E-policy and taking into account the right to a discount.

VIII. Conditions of personal data processing

32. The Policyholder's entry of data in the electronic application for an E-policy shall be deemed his/her consent to the processing of his/her personal data (collection, recording, systematization, storage, use and cancellation of personal data).

33. Processing of personal data for the purpose of fulfillment by the Insurer of obligations under the insurance contract is carried out in accordance with the Law of the Republic of Uzbekistan "On Personal Data" dated July 2, 2019.

IX. Final provisions

34. Persons guilty of violating the requirements of this offer shall be held liable in accordance

with the procedure established by law.

35. In case of disagreements between the parties on the issues, stipulated by this offer or related to it, the parties shall take measures of pre-trial resolution of them.

36. If it is impossible to resolve disputes before the court, they shall be resolved in court in accordance with the laws of the Republic of Uzbekistan.

37. Disputes arising in cases not provided for in this offer shall be resolved in accordance with the procedure established by law.