

## **PUBLIC OFFER FOR COMPULSORY INSURANCE OF CIVIL LIABILITY OF THE CARRIER**

This public offer (hereinafter - the offer) establishes the procedure of online E-policy (electronic policy) (conclusion and cancellation of the contract) and terms of insurance on compulsory insurance of civil liability of the carrier (hereinafter - OSGOP) between the insurance company JSC "NEO INSURANCE CORP" (hereinafter - the insurer) and the insured.

This offer is 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 flow", "On insurance activity", the Rules of implementation, execution of E-policy and verification of their validity, approved by the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan from 14 December 2020 № 780 "On additional measures to improve the order of provision of electronic insurance services", and the Rules of compulsory insurance of civil liability of the carrier, approved by the Cabinet of Ministers of the Republic of Uzbekistan from 14 December 2020 № 780 "On additional measures to improve the order of provision of electronic insurance services".

### **1. GENERAL PROVISIONS AND BASIC CONCEPTS**

1.1 The Insurer undertakes, in accordance with the terms of this Offer and the Rules of Compulsory Insurance of Civil Liability of the Carrier, approved by the Cabinet of Ministers of the Republic of Uzbekistan on 15 September 2015 № 266, in the event of an insured event to indemnify the victim or beneficiary or the Carrier for damage caused to the life, health and (or) property of passengers, during the period of this Offer.

1.2 The following basic concepts are used in this Offer:

**1.2.1. Insurer** - NEO INSURANCE CORP JSC, carrying out insurance activities in accordance with the legislation of the Republic of Uzbekistan and on the basis of a license from the Ministry of Economy and Finance of the Republic of Uzbekistan.

**1.2.2 Policyholder** - legal entities registered in the Republic of Uzbekistan, which have concluded an insurance contract with the Insurer on the terms of the Offer.

**1.2.3 Insurance object** - property interests of the carrier in case of its civil liability for compensation of harm caused to life, health and (or) property of passengers.

**1.2.4 The insured event** is a duly confirmed fact of occurrence of civil liability of the carrier for causing harm to life, health and (or) property of passengers during the period of validity of this Offer.

### **2. ENTRY INTO FORCE AND TERM OF VALIDITY OF THE CONTRACT**

2.1 This Offer shall come into effect from the moment of receipt of the insurance premium to the Insurer's settlement account and shall be valid for 1 (one) year.

Obligations of the Insurer shall come into force from 00h. 00:00 a.m. of the day following the day of receipt of the Insurance Premium to the Insurer's current account and shall end at 24:00 a.m. of the final date of the Insurance Period specified in the Compulsory Insurance Policy.

2.2 The Insurance Premium shall be paid by the Carrier by transferring money to the Insurer's current account. The date of payment of the insurance premium under this Offer shall be the date of receipt of funds to the Insurer's current account.

### **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

3.1 The Carrier shall have the right to:

- to demand from the Insurer an explanation of the terms and conditions of this Offer;
- to appeal against the Insurer's decision to refuse to pay the insurance indemnity;

The Carrier may have other rights in accordance with the law.

3.2 The Carrier shall be obliged to:

- to pay the insurance premium under this Contract on the terms and in the manner prescribed by the legislation;
- to familiarize persons driving the Carrier's vehicles with the terms and conditions of this offer, including explaining the rights and obligations of the parties to this contract;
- place a certified copy of the Carrier's compulsory civil liability insurance policy in force on the day of carriage in all vehicles operated by the Carrier and (or) on its official website;

- to notify the Insurer in writing about the transport accident not later than five working days from the moment of the injured person's or beneficiary's application with a claim containing a claim for compensation of the caused damage;

- notify the Insurer of the overpaid insurance indemnity, if it was paid unreasonably due to forged documents or other deceit on the part of the injured party or beneficiary, and take necessary measures to return the overpaid funds to the Insurer.

The Carrier shall have other obligations in accordance with the law.

3.3 The Insurer shall have the right to:

- to participate in the Carrier's consideration of the claim of the injured party or beneficiary and, if necessary, to engage relevant experts;

- give recommendations on prevention of occurrence of insured events;

- make a recourse claim against the Carrier in the cases specified in paragraph 55 of the Rules of Compulsory Insurance of Civil Liability of the Carrier, approved by Decree of the Cabinet of Ministers of the Republic of Uzbekistan No. 266 of 15 September 2015.

The Insurer may have other rights in accordance with the legislation.

3.4 The Insurer shall:

- familiarize the Carrier with the terms and conditions of this contract, including explaining its rights and obligations;

- to ensure confidentiality of information about the Carrier and the injured party or beneficiary obtained as a result of its activities.

The Insurer may have other obligations in accordance with the legislation.

#### **4. LIABILITY OF THE PARTIES**

4.1 The parties shall be liable for non-performance or improper performance of their obligations under this Compulsory Insurance Offer in accordance with the law.

#### **5. DISPUTE RESOLUTION PROCEDURE**

5.1 All disputes and disagreements arising from this Offer shall be resolved in accordance with the procedure established by the legislation.