JOINT-STOCK COMPANY "NEO INSURANCE CORP." RULES FOR VOLUNTARY INSURANCE OF "TEZ KASKO" VEHICLES





Tashkent, 2024 year



Код - 49 1-бет 7 бетдан 12.01.2024 й.

« JOINT-STOCK COMPANY "NEO INSURANCE CORP." RULES FOR VOLUNTARY INSURANCE OF "TEZ KASKO" VEHICLES SECTION 1. GENERAL PROVISIONS

1.1. This "TEZ KASKO" vehicle insurance policy (hereinafter referred to as the Policy) is an insurance product of JSC "NEO INSURANCE CORP" (hereinafter referred to as the Company), operating under a license issued by the Ministry of Finance of the Republic of Uzbekistan, for voluntary types, the Policy consists of an original and one self-copying sheet (bill), totaling 2 (two) sheets, and the insurance conditions are attached to it in the form of a book on 16 (sixteen) pages. The first sheet - the original of the Policy with the insurance terms is issued to the Policyholder, and the second sheet (collection) remains with the Company or its representative.

1.2. This Policy was developed in accordance with the current legislation of the Republic of Uzbekistan in accordance with the rules of the General Insurance Network "Insurance against Accidents" (Class 1), "Insurance of Land Vehicles" (Class 3), "Insurance of Property from Fire and Natural Disasters" (Class 8) and "Insurance of Civil Liability" (Class 10) and defines the procedure and conditions for insuring vehicles moving in the Republic of Uzbekistan from various risks.

1.3. On the basis of this Policy, the Company provides insurance protection in the form of payment of the insured sum (compensation) to the Policyholder / Beneficiary or third parties in the event of an insured event, provided that the insurance premium has already been paid, to the insured persons, vehicle or third parties during the insurance period and in the event of damage or harm in the insurance territory.

SECTION 2. TERMS AND THEIR DEFINITIONS

Key terms used in this Policy:

2.1. Geographic territory - the territory of the Republic of Uzbekistan.

2.2. Road Traffic Accident (RTA) - An incident that occurred during the movement of a vehicle on the road, resulting in the death of people or damage to their health, damage to vehicles, structures, cargo, or other material damage (must be formalized by the Road Safety Department of the Department of Internal Affairs).

2.3. Insurance amount - the amount of funds reflecting the limits of the Insurer's obligations under this Policy.

2.4. Insurance Premium - the insurance premium that the Policyholder is obligated to pay to the Company in the manner and within the time limits established by this Policy.

2.5. Insurance Compensation - the amount of funds paid by the Insurer to compensate the Insured/Beneficiary for losses in the event of an insured event.

2.6. Beneficiary - a person designated by the Policyholder as the recipient of insurance compensation under this Policy and specified in the Policy.

2.7. Insurance term - the period of validity of the insurance specified in the policy.

2.8. The object of insurance is property interests related to the life and health of the vehicle and drivers/third parties and their property, not contradicting the legislation of the Republic of Uzbekistan.

2.9. Insured Vehicle - a vehicle in a manufacturer's kit and specified in the Policy (hereinafter - "insured vehicle" or "vehicle").

2.10. Loss of Commercial Appearance - means the loss of the actual value and/or other damage of the insured vehicle as a result of repair and restoration work to eliminate damage as a result of an insured event, as well as damage caused by weather and/or constantly acting factors.

2.11. Third parties - any persons other than the Insurer / Policyholder / Beneficiary / driver of the insured vehicle.

2.12. Driver - a person who has a category driver's license authorizing the operation of an insured vehicle and the right to operate an insured vehicle in accordance with the current legislation of the Republic of Uzbekistan.



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SECTION 3. INSURANCE EVENT

3.1. In accordance with the conditions and exceptions established by this Policy, the Insurer undertakes to pay insurance compensation to property interests resulting from and related to the following risks (defined only by this Policy), within the insurance amount:

a) damage caused to the insured vehicle itself as a result of the explosion of the gas cylinder equipment installed on it;

b) damage associated with damage to the following body parts of the insured vehicle as a result of an accident:

- front and rear bumpers, hoods (cargo room door), radiator grille;
- front and rear wings and underwing devices;
- main body structure (frame/frame);
- body side parts and doors.

c) harm caused to the life and/or health of the driver and/or passengers of the insured vehicle as a result of the accident;

d) expenses related to evacuation services for the transportation of a vehicle insured as a result of an accident;

d) the emergence of civil liability of the insured vehicle driver as a result of an accident, i.e., causing harm to the life, health, and property of third parties by committing an accident while using the insured vehicle.

SECTION 4. EXCEPTIONS

4.1. According to this Policy, events that occurred as a result of and/or under the following conditions are not recognized as an insured event and insurance compensation for them is not paid:

a) driving an insured vehicle in a state of alcoholic and/or toxic and/or narcotic intoxication or other forms of intoxication (under the influence of psychotropic drugs, etc.);

b) violation by an insured vehicle of the rules for crossing railway tracks, crossing at a prohibiting traffic light or moving in the opposite direction;

c) driving an insured vehicle by a person who does not have the right and permit to drive (driving license, etc.) in accordance with the current legislation of the Republic of Uzbekistan. The conditions of this clause do not apply to cases of illegal appropriation of the insured vehicle;

d) intentional actions of the policyholder aimed at the occurrence of an insured event;

d) losses incurred as a result of the seizure, confiscation, requisition, seizure, or destruction of the insured vehicle by decision of state bodies;

e) loss of the commercial appearance of the insured vehicle and/or defects of the manufacturer;

j) natural wear and tear resulting from the use and/or non-use of the insured vehicle;

z) expenses related to the improvement of the insured vehicle;

i) informing the insurer of information, the falsity of which is known in advance;

k) use of the insured vehicle for training purposes;

1) malfunctions and/or defects in the insured vehicle that existed before the entry into force of this insurance policy.

4.2. The Insurer does not assume any obligations not specified and/or described in this Policy.

SECTION 5. INSURANCE AMOUNT, INSURANCE PREMIUM

5.1. The Insured Amount and the Insurance Premium under this Policy are calculated separately for each risk and are indicated in the Insurance Policy.

5.2. When paying the insurance premium, the date of receipt of funds to the insurer's (its branch's) bank account or the date of payment of the insurance premium through Click, Payme, and other payment platforms is considered.

5.3. If the insured amount of the vehicle specified in this Policy exceeds its actual value, then the part of the insured amount exceeding its actual value is void.



SECTION 6. INSURANCE PERIOD AND POLICY EXPIRY PERIOD

6.1. The insurance period is 1 (one) year.

6.2. The insurance period begins the next day after the payment of the insurance premium.

SECTION 7. POLICE FORMALIZATION PROCEDURE

7.1. The basis for the issuance of this Policy is an oral application or a written application (including an electronic application) of the Policyholder.

7.2. Before issuing a policy, the insured vehicle must be monitored and photographed.

7.3. The policyholder shall submit the originals of the following documents:

- Passport or other identity documents;

Vehicle registration certificate.

7.4. In case of loss of the policy, a duplicate is issued by the Insurer in its place at the request of the Policyholder.

SECTION 8. RIGHTS AND OBLIGATIONS OF THE PARTIES

8.1. Rights of the policyholder:

8.1.1. To receive consultation from the Insurer on insurance issues within the term of validity of this Policy;

8.1.2. Obtaining a duplicate of this Policy in case of its loss;

8.1.3. In the event of disagreements within the framework of this Policy, involve an independent expert or specialist at its own expense.

8.1.4. Receiving insurance compensation from the Insurer in the prescribed manner upon the occurrence of an insured event.

8.1.5. Early termination of this Policy with notification of the Insurer.

8.2. Obligations of the policyholder:

8.2.1. To timely notify the Insurer of the occurred event in accordance with clause 10.1 of this Policy;

8.2.2. Operation of insured vehicles in compliance with the norms and instructions for their operation and maintenance, as well as the requirements of the technical regulations for the operation of vehicles equipped with gas cylinder equipment;

8.2.3. Not to present to the Insurer the parts and remnants of the insured vehicle damaged as a result of an insured event and not to commence repair and restoration work without prior agreement with the Insurer; 8.2.4. Present the insured vehicle to the Insurer's representative for inspection;

8.2.5. In the event of damage to an insured vehicle as a result of an accident, explosion, or fire:

a) notify the insurer within the time limits and in the manner established by this Policy;

b) report the incident to law enforcement agencies (Traffic Safety Department, Road Patrol Service, Internal Affairs Department, etc.) in the prescribed manner;

c) present the damaged vehicle to the Insurer for inspection, take photographs and/or video recordings of all damaged parts of the vehicle, and coordinate their further actions with the Insurer before performing repair work on the vehicle;

g) submit to the insurer a copy of the decision on the initiation or termination of criminal proceedings in connection with this event, certified by the investigative bodies, or on sending the case to court;

d) not to commence any work on the removal or repair of the vehicle's equipment without the official consent of the Insurer in the event of an event within the framework of this Policy, which may entail claims from the Insurer for the payment of insurance compensation;

e) proof of damage to the insured vehicle and submission of relevant documents (estimate of material damage, compiled by an appraisal organization licensed to engage in appraisal activities, with a list of all works, spare parts, and materials).

8.3. Rights of the Insurer:

8.3.1. Monitor the condition and value of the insured vehicle during the period of validity of this Policy, as well as the accuracy of the information provided by the Policyholder about the vehicle;



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8.3.2. In the event of an insured event, request from the Policyholder the necessary information and documents to investigate the circumstances that caused the insured event;

8.3.3. Defer payment of insurance compensation until receipt of complete information and necessary documents confirming the circumstances and causes of the occurrence of the insured event, as well as in the case of initiating a criminal case on the circumstances of the occurrence of the event - until the competent authorities make a corresponding decision;

8.3.4. Refusal to pay insurance compensation in case of inadequate fulfillment or refusal to fulfill the obligations established by this Policy by the Policyholder;

8.3.5. Verification of information provided by the policyholder.

8.4. Obligations of the Insurer:

8.4.1. Submission of the insurance policy within the period established by this Policy;

8.4.2. After the submission of all necessary documents and recognition of the occurring event as an insured event, make a payment of insurance compensation in the amount and within the time limits established by this Policy;

8.4.3. Consulting the Policyholder on insurance issues during the policy's validity period;

8.4.4. Maintaining the confidentiality of information received from the Policyholder during the policy's validity period, except in cases where the Insurer is obliged to provide information to state bodies in accordance with the legislation of the Republic of Uzbekistan.

SECTION 9. EARLY TERMINATION OF THE INSURANCE POLICY

9.1. Суғурта шартномаси, агар у кучга кирганидан кейин суғурта ҳодисаси юз бериши эҳтимоли йўқолган ва суғурта ҳавфининг мавжуд бўлиши суғурта ҳодисасидан бошқа ҳолатлар бўйича тугаган бўлса, тузилган муддати келишидан олдин бекор бўлади. Қуйидагилар шундай ҳолатлар жумласига киради, чунончи:

суғурталанган мол-мулкнинг юз берган суғурта ходисасидан бошқа сабабларга кўра нобуд бўлиши;

тадбиркорлик хавфини ёки ана шу фаолият билан боғлиқ фуқаровий жавобгарлик хавфини суғурталаган шахснинг тадбиркорлик фаолиятини белгиланган тартибда тўхтатиши.

9.2. Суғурта шартномаси ушбу шартноманинг 9.1 бандида кўрсатилган ҳолатлар бўйича муддатидан олдин бекор бўлганда, суғурталовчи суғурта мукофотининг бир қисмини суғурта амал қилган вақтга мутаносиб равишда олиш ҳуқуқига эга.

9.3. Суғурта қилдирувчи (наф олувчи), агар воз кечиш пайтига келиб суғурта ҳодисанинг юз бериш эҳтимоли ушбу шартноманинг 9.1 бандида кўрсатилган ҳолатлар бўйича йўқолмаган бўлса, суғурта шартномасини бажаришдан истаган пайтида воз кечишга ҳақли.

Бундай вазиятда (Суғурта қилдирувчи ёки наф олувчи суғурта шартномасидан муддатидан илгари воз кечган тақдирда), суғурталовчига тўланган суғурта мукофоти қайтариб берилмайди.

9.4. Агарда суғурта шартномаси наф олувчи фойдасига тузилган бўлса, суғурта шартномасини муддатидан илгари бекор қилиш учун унинг ёзма розилиги олиниши мажбурийдир.

SECTION 10. CLAIM REVIEW AND INSURANCE PROCEDURE FOR PAYMENT OF COMPENSATION

10.1. In the event of risks specified in Section 3 of the policy, the Insurer must immediately, but no later than 5 (five) working days from the moment of receiving notification of the incident, notify the Insurer in writing of the incident.

10.2. The Policyholder/Beneficiary must indicate the details of the incident in their application for insurance compensation payment.

10.3. The following documents are attached to the application:

10.3.1. In the event of damage or death of an insured vehicle as a result of an explosion of gas cylinder equipment:

a) Certificate of registration (technical passport) of the insured vehicle;



b) the original of the protocol (decision or certificate) drawn up by the relevant bodies (Department of Road Safety or Fire Safety of the Department of Internal Affairs);

c) a copy of the report on the assessment of damage caused to the insured vehicle by an independent appraisal organization licensed to carry out appraisal activities.

10.3.2. In case of damage to an insured vehicle as a result of an accident:

a) copies of the vehicle registration certificate (technical passport) and documents permitting the driver to drive the insured vehicle (gift certificate, power of attorney, etc.);

b) a certificate from the competent authorities authorized to investigate the circumstances of the incident, indicating the circumstances and causes of the incident, a report on the inspection of the scene of the incident, and copies of the road traffic accident diagram (scheme);

c) a copy of the report on the assessment of damage caused to the insured vehicle of an independent appraisal organization licensed to carry out appraisal activities;

d) the conclusion of a forensic medical examination to establish that the vehicle was driven/not driven in a state of alcoholic and/or toxic and/or narcotic intoxication or other forms of intoxication;

10.3.3. In the event of a driver's civil liability as a result of an accident:

a) a copy of the application (claim) of a third party for compensation for bodily harm or material damage caused to the Insured;

b) certified copy of the court decision on the recovery of monetary compensation for material damage or life (health) injury from the Insured / Driver in favor of third parties;

c) medical certificate of the established form, expert opinion or extract from the medical history;

d) in the event of the death of a third party: copies of death certificates and certificates of inheritance rights; The insurance amount is paid to the heirs indicated in the certificate of the right to inheritance.

10.3.4. In the event of accidents with the driver/passengers who were in the vehicle as a result of an accident: a) in case of harm to health:

- certificate of the traffic safety authorities on the incident (investigation report on the accident, etc.);

- a medical certificate of the established form or an extract from the medical history.

b) upon death:

- certificate of the traffic safety authorities on the incident (investigation report on the accident, etc.);

- a copy of the death certificate;

- a copy of the certificate of inheritance right.

The insurance amount is paid to the heirs indicated in the certificate of the right to inheritance.

10.4. Depending on the circumstances of the insured event, the insurer has the right to request additional information and documents (passport, vehicle registration certificate, driver's license, power of attorney for the right to drive, etc.). The originals of the submitted documents, after receiving a copy, are returned to the Policyholder.

10.5. In the event of a dispute between the parties regarding the causes and amount of damage, an independent expert examination may be conducted.

10.6. Expenses of the Policyholder/Beneficiary related to the assessment of damage to the vehicle and evacuation services are reimbursed within the amount of one basic calculated value established on the day the Policyholder receives this insurance policy.

10.7. The act on the insured event is drawn up after the occurrence of the event is recognized by the Insurer as an insured event.

10.8. To draw up an act on an insured event, the Insurer, if necessary, requests information related to the insured event from law enforcement agencies and other institutions that have information about the circumstances of the insured event, and also has the right to independently determine the causes and circumstances of the insured event.

10.9. When paying insurance compensation:

10.9.1. taking into account the natural wear and tear of parts of the insured vehicle subject to replacement (after deducting the amount of natural wear and tear).

10.9.2. In the event of damage to the property, life, or health of third parties:

- for life and health - up to 65% of the insured amount,



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- for property - up to 35% of the insured amount.

10.9.3. In the event of harm to the life and health of the driver/passengers as a result of an accident by an insured vehicle:

- in case of bodily injury - in the amount determined according to the "Schedule of payments in case of harm to the life or health of the insured person," approved by JSC "NEO INSURANCE CORP," as a percentage of the specified insurance amount for "accidents with drivers and passengers";

- in case of death - in a 100% percentage ratio of the insured amount for "accidents with drivers and passengers."

10.10. If the damage to the insured vehicle occurred as a result of a crime and, as a result, a criminal case has been initiated against the guilty party, the insurance indemnity may be paid to the policyholder during the investigation period or upon its completion, provided that the recourse claim against the guilty party can be considered by the court during the consideration of the criminal case.

10.11. If the Policyholder/Beneficiary receives or has received funds from third parties to compensate for damages, the Insurer pays only the difference between the amount payable and the amount received from the guilty party or third parties.

10.12. The insurer's decision to refuse to pay insurance compensation or the insured amount must be communicated to the policyholder (beneficiary) no later than fifteen days after their application for payment of insurance compensation or the insured amount and must contain reasoned arguments for the reasons for the refusal.

10.13. The insurer's decision to refuse to pay insurance compensation or the insured amount may be appealed in court by filing a lawsuit against it.

10.14. Compensation for losses (damage) caused by an insured event is paid to:

10.14.1. For "explosion of gas cylinder equipment on transport" and "damage to the body of transport" - to the Insured/Beneficiary or persons indicated in the certificate of inheritance right (upon death of the Insured/Beneficiary);

10.14.2. "Civil liability of the driver" - to the injured third party or the Policyholder, if the losses were compensated by them at their own expense;

10.14.3. "Accidents with the driver/passengers" - to the driver/passengers or persons indicated in the certificate of inheritance right (upon death);

10.14.4. Insurance compensation is paid by transferring funds to the beneficiary's bank account specified in the application.

10.15. In accordance with Article 957 of the Civil Code of the Republic of Uzbekistan, the right of the Policyholder (Beneficiary) to claim against the person liable for losses compensated as a result of insurance passes to the Insurer who paid the insurance indemnity, within the limits of the amount paid by him.

10.16. If, after the payment of insurance compensation, the stolen vehicle or its parts, details, and accessories are returned to the Policyholder, the Policyholder is obligated to return the insurance compensation to the Insurer less the cost of repair related to the theft.

10.17. This insurance indemnity is subject to return by the Policyholder no later than 3 months after the return to him of the stolen vehicle (its parts, details, or accessories). If the policyholder fails to comply with this requirement, the Insurer files a lawsuit with the judicial authorities.

10.18. When the policyholder returns insurance compensation in the case provided for in this clause, it continues to be valid until the end of the period specified in the insurance policy, in the amount of the difference between the insurance amount specified in the insurance policy and the paid insurance compensation, taking into account the amount returned by the policyholder.

SECTION 11. RESPONSIBILITY OF THE PARTIES

11.1. The Parties shall be liable in accordance with the current legislation of the Republic of Uzbekistan for non-performance or improper performance of obligations assumed in accordance with this Policy.

11.2. If the parties fail to fulfill their obligations under this Policy due to force majeure circumstances, the parties are released from liability.



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SECTION 12. DISPUTE RESOLUTION

12.1. Disputes under this Policy are resolved through negotiations between the Policyholder and the Insurer. In case of failure to reach an agreement, their resolution is considered by judicial bodies in the manner prescribed by the legislation of the Republic of Uzbekistan.

SECTION 13. ADDITIONAL TERMS

13.1. Relations between the Parties not set forth in this Policy are regulated by the current legislation of the Republic of Uzbekistan.

Policy number **Motor Vehicle Insurance NEO** Policyholder Insurance period /202 y. Beneficiary /202 State number Brand, model Кайл этиш Certificate of registration Insurance premium, sur Insured sum, sum Determine the necessary insurance risks 5 000 000 20,000 Damage caused by explosion of gas equipment mounted on motor vehicle Damage to the vehicle body* 100 000 5 000 000 Damage to front and rear bumper 50 000 1 500 000 Evacuation services 20 000 300 000 20 000 5 000 000** Damage to driver and passenger Insurance of driver's civil liability 30 000 10 000 000 Total: On behalf of the insurer On behalf of the policyholder ed myself with the ir d the insurance policy and policy (Ф.И.І * parts of glass and mirrors - rear and door windows, except for lighting fixtures; ** for the driver/per passenger, but not exceeding the total insured amount of 25,000,000 soums

Standard copy of the "TEZ KASKO" voluntary vehicle insurance policy

