NEO INSURANCE CORP'' JOINT STOCK COMPANY

## RULES OF VOLUNTARY INSURANCE OF REAL ESTATE AND CIVIL LIABILITY OF INDIVIDUALS UNDER THE INSURANCE PRODUCT "UY-JOY"

Product code - 30

Tashkent, 2023



#### SECTION 1. TERMS AND THEIR DEFINITIONS

1.1 Basic terms and concepts used in these Rules:

Insurer - in accordance with the legislation of the Republic of Uzbekistan and

Joint Stock Company "NEO INSURANCE CORP," carrying out insurance activity on the basis of the license issued by the Ministry of Economy and Finance.

Policyholder - the Insurer in accordance with the Terms and Conditions of the Insurance Terms and Conditions a legally capable natural person who has concluded the contract.

Beneficiary - a person in favor of whom the insurance contract has been concluded.

Third parties (for the risk of unlawful acts of third parties) - Insurance

from among the beneficiaries (victims), members of their families, close relatives (cohabiting parents, grandparents, sisters-in-law, parents-in-law, brothers and sisters-in-law, grandchildren, etc.), including by law

Any persons other than adopted or dependent persons.

Application form - an online application form (electronic application) filled in by the Policyholder in real time by entering personal data required for entering into the insurance contract on the Insurer's official website or Internet service. An application filled in electronically, provided that it is filled in correctly, is equal to a written application for insurance.

Insurance contract is an agreement concluded in written or electronic form between the Policyholder and the Insurer, under which the Insurer undertakes to pay the insurance indemnity in case of occurrence of an insured event, and the Policyholder undertakes to pay the insurance premium in the amount and within the terms specified in the Insurance contract.

Insurance policy (hereinafter referred to as the "Policy") means a document provided by the Insurer in written (paper) form or

a document sent in electronic form confirming the conclusion of the insurance contract between the Policyholder and the Insurer on the terms and conditions specified in the Policy and the Insurance Terms and Conditions. The Insurance Policy shall be valid only for the insurance term specified therein and shall be valid subject to timely payment of the Insurance Premium specified in the Policy.

Insured property - property that has undergone state registration, specified in the cadastral passport and the policy, insured

of the Republic of Uzbekistan, belonging to the Policyholder (Beneficiary) on the right of ownership (use, disposal) or received by him in rent, gratuitous use, leasing (except for apartments provided in rent, gratuitous use, leasing).

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

assumes obligations for insured events that have occurred during the term.

Insurance Zone - the territory where the Insured Property is located and the Policy is in force. Insured property shall be deemed to be insured only in the territory specified in the policy.

Insurance risk is a probable event that may occur, resulting in the conclusion of an insurance contract. An event considered as an insurance risk must have the characteristics of probability and randomness.

Sum insured - the limit (maximum) amount of insurance indemnity for insured events that may occur during the insurance period specified in the policy.

Insurance premium - payment for insurance to be paid by the Policyholder to the Insurer according to the procedure and within the terms specified in these Regulations.

Insured event - an event occurring during the insurance period and in the insurance territory that has the characteristics of an insured event.

Insured event - an event stipulated in clause 3.2 of these Terms and Conditions, which has occurred in the insurance territory and during the insurance period and entails the Insurer's obligation to pay insurance indemnity to the Policyholder (Beneficiary).

Loss - expenses to be incurred by the Policyholder (Beneficiary) to restore the damaged real estate (apartment).

Loss (destruction) of property - such damage to real estate (apartment) that

the expenses for its restoration are equal to or exceed the actual value of the insured property.

Property damage - accidental physical damage of the insured property and (or) its elements as a result of an insured event.

Insurance indemnity - an amount of money paid by the Insurer to the Policyholder or Beneficiary to compensate for damage within the limits of insured events specified in the insurance contract (Policy) and the established insurance amount (indemnity limits).

Limit of indemnity - a limited amount of insurance indemnity providing for indemnification of all or part of the insured property, insured events that have occurred during the general term of validity of the policy for a certain insured risk.



Unconditional deductible is a part of losses not subject to indemnification by the insurer. The amount of deductible is deducted from the amount of damage caused as a result of an insured event.

Statement of Insured Event - a document drawn up by the Insurer confirming the occurrence of the Insured Event and establishing the amount of the Insurance Indemnity. The act on the insured event may be signed by authorized persons of the Insurer, the Policyholder, as well as other persons entitled to receive the insurance indemnity.

Appeal - a written application of the Policyholder or another person entitled to receive insurance indemnity (Beneficiary) to the Insurer explaining the circumstances and reasons that have affected the losses incurred as a result of occurrence of an insured event.

1.2 Special terms used in these Rules:

Fire - the occurrence of a fire outside of specially designated places for kindling and keeping fire, including

Uncontrolled combustion process resulting from a fire (cauterization) and exceeding the limits of these places, which may spontaneously spread and cause material damage, within the limits of which the damage caused as a result of exposure of the insured property to fire, high temperature, combustible products (smoke, soot, etc.) shall be indemnified.

A gas explosion is a process based on the expansion of gases in which a large amount of energy is rapidly released from a limited volume in a short period of time.

Water damage - damage caused to the insured property as a result of exposure to water or steam due to an accident in water supply, heating, sewerage (drainage) pipelines or fire safety systems of the insured property, as well as penetration of liquid from neighboring premises/apartments belonging or not belonging to the Policyholder. The occurrence of the Policyholder's civil liability under the risk of water damage shall be damage to the immovable property (apartment) of other persons (Beneficiaries) as a result of water or steam impact due to an accident in water supply, heating, sewerage (drainage) pipelines or fire safety systems of the insured premises, if it is recognized as an insured event in accordance with the procedure established by these Regulations.

Natural disasters - earthquake, flood, strong wind, storm, heavy rain, hail, heavy snowfall, mudslides:

Earthquake - shaking and oscillations of the Earth's surface resulting from sudden displacement and cracking of the Earth's crust or the upper part of the mantle and spreading over long distances in the form of elastic vibrations, causing damage to buildings and structures with a magnitude of 5 and higher on the Richter scale;

Flooding is defined as exceeding the normative boundaries of a water body as a result of intensive snowmelt, heavy precipitation, wind-driven water surge, ice blockage, breach of dams and levees, overtopping of the water course by rock slides;

Strong wind - prolonged and strong wind with a speed of more than 15 m/s;

A storm is a destructive wind with a speed of more than 32 m/s and a significant duration.

Downpour - short-term high-intensity rainfall of 30 mm or more for 12 hours or less;

Hail - atmospheric precipitation in the form of dense ice particles with a diameter of 5 mm or more during the warm season;

Heavy snowfall - prolonged heavy snowfall from clouds over a short period of time (20 mm or more of snow in 12 hours or less);

Mudflow - sudden formation of mud and stony-clay flows in the beds of mountain rivers due to heavy rain and heavy snowmelt.

Illegal actions of third parties - causing damage to the insured property by third parties as a result of actions qualified in accordance with the current legislation of the Republic of Uzbekistan as intentional destruction or damage to property, hooliganism, robbery, vandalism. Under this risk the Insurer indemnifies the expenses for repair of damage caused by damage to the insured structural elements of the apartment (walls, partitions, floor, ceiling, fences, separate columns, balconies), engineering and technical equipment as a result of theft.

Object impact - damage to real estate (apartment) by collision of vehicles, falling trees and other objects, collapse of aircrafts or their parts.

1.3 All definitions used in these Rules have the meaning defined for them in the Rules. If there is no meaning for a definition (term) in these Rules, their meaning shall be determined in accordance with the regulatory legal acts of the Republic of Uzbekistan.

#### SECTION 2. SUBJECTS AND OBJECTS OF INSURANCE

2.1 The Insurer, Policyholder and Beneficiary shall be the subjects of insurance according to these Regulations. are considered.

2.2 In accordance with these terms and conditions of insurance:

- related to the possession, use, disposal by the policyholder of the insured property specified in the insurance contract (policy);

The object of insurance is the property interests of the policyholder related to the obligation to compensate for the damage caused to the real property of other persons (victims) as a result of the use of the property specified in the insurance contract (policy), not contrary to the legislation of the Republic of Uzbekistan.

2.3 The following property (objects) may be insured under these Regulations:

a) structural parts of the immovable property (external, internal and room-dividing walls, partitions, ceilings, partitions, separate columns, balconies), as well as window and door structures (except for electric wires (networks), heating, water supply, sewerage and gas supply systems);



b) finishing elements, including all types of plastering, polishing and painting works, as well as facing (with decorative materials) finishing works, filling of walls, plasterboard, ceiling, door structures separating rooms, glass panes, wood, plastic works, laying parquet, linoleum, tarquette on the floor;

c) Engineering equipment, including heating systems (heating radiators), electrical wires, water supply systems (drainage devices, sinks, baths or showers, etc.), sewerage systems (sanitary equipment), gas pipelines.

## SECTION 3. INSURANCE RISK AND INSURED EVENTS

3.1 An insured risk is an event that has a probability of occurrence and signs of randomness in accordance with these insurance terms and conditions.

3.2 In accordance with the terms and conditions of these Terms and Conditions, the insured event shall be the occurrence of the following risks in the insurance territory and during the insurance period:

3.2.1 Loss (destruction) or damage to the insured property as a result of fire, gas explosion, water damage, natural disasters: earthquake, flood, strong winds, storms, downpours, hail, heavy snowfall, mudslides, unlawful acts of third parties, impact of objects;

3.2.2 Occurrence of civil liability of the Policyholder for damage caused to immovable property of other persons (victims) as a result of fire, gas explosion or water impact, which occurred during the use of the insured property. The fact of causing damage to immovable property of other persons (victims) shall be confirmed by a court decision or property claim of the victim, officially declared to the Policyholder in accordance with the current legislation of the Republic of Uzbekistan and voluntarily recognized by him with the consent of the Insurer. In this case, claims filed by the Policyholder during the insurance period from one or several persons related to damage caused to real estate of the victims as a result of a number (or simultaneously) of events (e.g. fire, explosion, etc.), consistently arising from the use of the insured property, shall be considered as one insured event, provided they are recognized by the Insurer.

## **SECTION 4. EXCEPTIONS**

4.1 Events specified in clause 3.2 of these Rules, if they occurred as a result of:

is not recognized as an insured event:

(a) Military actions of various kinds, acts of terrorism, civil war or their consequences, popular unrest, strikes, lockouts, confiscation, requisition, seizure, destruction or damage to property by order of military or civilian authorities;b) exposure to nuclear energy in any form;

c) Intentional (gross negligence) violation of the rules of use of the insured property by the Policyholder, Beneficiary and legally capable persons living with them, as well as by persons acting on their own behalf, but with the permission of the Policyholder or Beneficiary and in the interests of the Policyholder or Beneficiary, including any of the above persons (including, but not limited to: fire safety rules, rules of storage of fire-hazardous or explosive substances and objects, etc.);

Note: The Policyholder, Beneficiary, their family members, relatives or representatives shall be deemed to have acted intentionally if they realized the danger of their actions (inaction), foresaw the possibility of occurrence of the insured event and deliberately allowed the occurrence of the insured event or treated it indifferently.

d) damage of the insured property under the permanent impact of operational factors (wear and tear, corrosion) and gradual impact of climatic and weather conditions typical for the area, if they are confirmed by the Center of Hydrometeorological Service of the Republic of Uzbekistan;

e) external cosmetic damage of external walls without violation of their structural properties due to simple effects of moisture, high and (or) negative temperatures of the ambient air (including humidification from its change, as well as liquid penetration on external walls as a result of heavy rain, heavy snowfall from neighboring apartments, buildings, structures, roofs);

f) mechanical fractures (malfunctions) or damage to the property objects, if they have not occurred suddenly and unforeseeably from outside as a result of the events stipulated in clause 3.2 of these Rules;

g) damage, contamination or rotting of the insured property as a result of spontaneous combustion, fermentation, decay or other natural properties, as well as mold (mildew) as a result of prolonged exposure to moisture inside the apartment;h) exposure to electrical short-circuits, sudden changes in mains current or voltage and other similar causes;

i) in case of fire or heat treatment in the insured property/premises (e.g. drying, boiling, ironing, smoking, frying, melting, roasting, heat treatment), the insured property shall be

cleaning, janitorial and decoration works (of the premises);

(j) Windows, doors and windows left open and deliberately left open in advance or low, medium or high-rises seepage of liquid, including rain, snow, hail and silt, inside the insured apartment due to wear and tear (rotting) or defects in the residential structure (other insured object), as well as defects in waterproofing and defects in inter-panel joints (blocks), foundations, external walls existing at the moment of commencement of the insurance term;

 collapse, cracks or other defects of the insured property as a result of repair or reconstruction (redevelopment) works of the insured property, explosion or blasting works in the territory directly adjacent to the insured property, excavation of soil from the ground, filling of voids, compaction of soil, ground and construction works, mining or organization of mining works;



m) operation by the Policyholder (Beneficiary) of emergency or worn-out water supply, heating, sewerage and firefighting systems, violation or non-compliance by the Policyholder (Beneficiary) with the normative terms of operation of the aforementioned systems;

m) the small, medium or multi-storey residential building in which the insured apartment is located has been built without complying with the requirements of the design and construction norms and rules established by the legislation of the Republic of Uzbekistan;

o) collapse of a low-rise, medium-rise or multi-storey residential building (building) or a part thereof, if such event is not a consequence of an insured event and is not a defect of the insured property, which existed at the time of entry into force of the Insurer's obligations and should be known to the Policyholder (Beneficiary);

n) theft committed by persons officially residing together with the Policyholder (Beneficiary) by breaking the lock of the insured property or while the insured property is in the place of its location, as well as if such theft has occurred during or immediately after the insured event;

p) Impact, collision, damage to the insured apartment by vehicles, animals or aircraft belonging to the Policyholder or Beneficiary, their relatives or given to them for temporary use;

(c) Exposure of the property to moths, vermin, termites or other insects, latent defects in the property, natural successive deterioration, rusting, dry or wet deterioration.

4.2 The Insurer shall not indemnify losses related to:

a) damage caused to the insured property as a result of collapses, subsidence and groundwater rise;

b) damage caused to uninsured property, life and (or) health of Policyholders and Beneficiaries;

c) suspension/non-payment of rent payments, lost profit, moral damage, court costs, fines, penalties and other similar payments;

d) repair costs, including scheduled repair or replacement of pipelines and systems and equipment connected thereto, located outside the insured property.

## SECTION 5. SPECIAL CONDITIONS

5.1 The Policyholder acknowledges and agrees:

a) if the Policyholder (Beneficiary) violates norms and rules of fire safety, rules of gas use in domestic conditions, safety of office work or other similar norms established by the legislation of the Republic of Uzbekistan, or if such violations are carried out with the permission of the Policyholder (Beneficiary), such violations shall be considered as circumstances increasing the level of risk;

b) Upon the Insurer's request, the Policyholder (Beneficiary) shall be obliged to issue a written power of attorney to the Insurer, confirming the protection of the Policyholder's interests when eliminating damage or considering claims and demands, drawing up acts of material damage, concluding settlement agreements with victims, filing counterclaims in court and other instances.

#### SECTION 6. INSURANCE CHARGE AND PREMIUM. PREMIUM PAYMENT PROCEDURE

6.1 The Sum Insured shall be determined by the insurance contract (policy) by agreement of the parties, but

as of the date of conclusion of the insurance contract (issuance of the policy), the purchase price of the apartment in the area where the insurance object is located or the cost of repair and restoration works (including finishing materials, engineering and technical equipment) shall not exceed the insured (actual) value determined in the amount.

6.2 If during insurance the sum insured of the property is set below the insurable value, the Insurer, upon occurrence of an insured event, shall compensate the Policyholder (Beneficiary) for losses incurred by him in proportion to the ratio of the sum insured to the insurable value (Article 936 of the Civil Code of the Republic of Uzbekistan).

6.3 If the sum insured of the insured property exceeds the insurable value, the contract automatically becomes invalid in the part of the sum insured that exceeds the insurable value. In this case, the overpaid part of the insurance premium shall not be refunded (Article 938 of the Civil Code of the Republic of Uzbekistan).

6.4 In the insurance contract (Policy) the parties may specify separate insurance amounts (indemnity limits) for each insured risk and/or object (part) of property, as well as the amount of uncovered damage - unconditional deductible.

6.5 The Sum Insured shall be reduced by the amount of the Insurance Indemnity paid under the Insurance Contract (Policy) from the date of occurrence of the Insurable Event.

6.6 The amount of the insurance premium shall be calculated on the basis of insurance programs and basic insurance tariffs (insurance premium rates) developed by the Insurer, taking into account the insurance object, nature of the insurance term and volume of insurance liabilities.

6.7 Depending on the degree of risk and (or) history of indemnified losses in previous insurance periods and (or) dependence on other factors, the Insurer shall be entitled to apply increasing or decreasing coefficients to the approved initial insurance rates when determining the amount of the insurance premium.

6.8. The Insurance Premium shall be paid by the Policyholder in real time by simultaneous transfer of funds to the Insurer's current account in the amount specified on the Insurer's official website or mobile application using payment system operators.

6.9 The fact of payment of the insurance premium by the policyholder confirms consent to all the terms and conditions of these Terms and Conditions and the Insurance Terms and Conditions.



# SECTION 7. ENTRY INTO FORCE AND VALIDITY PERIOD OF THE INSURANCE CONTRACT (POLICY)

7.1 The term (period) of the insurance contract shall be specified in the Policy and may not be set for a period exceeding 1 year.

7.2 The Insurer's insurance indemnity obligations shall come into force as of 00:00 of the 3rd (third) calendar day from the day of full payment of the insurance premium by the Policyholder and shall be valid until 24:00 of the day (taking into account both dates) specified in the Policy as the day of expiry of the insurance term, unless otherwise provided for in the Policy.

#### SECTION 8. PROCEDURE FOR TERMINATION OF THE INSURANCE CONTRACT (POLICY)

8.1 The insurance contract (policy) may be terminated upon a written application of one of the parties, subject to notification thereof not later than 30 (thirty) days prior to the expected date of termination.

8.2 The insurance contract (policy) shall be terminated in cases:

(a) Upon expiration of the term of insurance;

b) upon full fulfillment of the insurer's obligations (up to the sum insured (indemnity limit)

when paying the insurance indemnity);

c) other, stipulated by the legislation of the Republic of Uzbekistan, the Insurance Regulations and Rules in the cases of.

8.3 The Policy shall be terminated prematurely if after its entry into force the probability of occurrence of an Insured Event has disappeared and the Insured Risk has ceased due to circumstances other than an Insured Event.

8.4 In case of early withdrawal of the Policyholder from the Policy, except for the cases specified in clause 8.3, the insurance premium paid to the Insurer shall not be refunded.

## SECTION 9. RIGHTS AND OBLIGATIONS OF THE PARTIES

9.1 Pursuant to these Terms and Conditions and the Rules of Insurance, during the term of the Policy:

9.1.1 The Policyholder (Beneficiary) shall have the right:

(a) Obtain a duplicate of the policy in writing in case of its loss;

b) to receive the insurance indemnity upon occurrence of the insured event in accordance with the procedure established by these Terms and Conditions and the Insurance Terms and Conditions;

c) early termination of the insurance contract (policy);

d) Obtaining advice from the insurer on insurance issues.

9.1.2 The Policyholder (Beneficiary) shall:

a) pay the insurance premium according to the procedure and within the terms specified in these Terms and Conditions;

b) to familiarize the persons officially residing together with the Policyholder (Beneficiary) with the requirements and terms and conditions of the Insurance Terms and Conditions;

c) immediately notify the Insurer in writing or orally of the intended use of the apartment that does not comply with its established technical purposes and standards;

d) upon occurrence of events entailing the claim for payment of insurance indemnity to the insurer in accordance with these Regulations, to immediately perform the actions specified in clauses 10.1.-10.2 of the Regulations;

e) taking reasonable and under the given conditions possible measures to save, reduce and prevent possible damage. When taking such measures, the Policyholder (Beneficiary) shall be obliged to follow the instructions of the Insurer and responsible authorities, if they have been communicated to him/her;

f) to ensure inspection by the Insurer of the lost (destroyed) or damaged insured immovable property, including the damaged immovable property of the victim;

g) to comply with the norms and rules of fire safety of the insured property established by the legislation of the Republic of Uzbekistan, rules of gas use in domestic conditions, requirements of instructions (rules) for operation, maintenance of the insured property, safety of repair and (or) preventive maintenance of the insured property, timely performance of necessary repair and (or) preventive maintenance;

h) proper use, ensuring timely maintenance and repair of plumbing, sewerage, heating and fire protection systems in the insured area;

and) drain (drain) water from the heating system at sub-zero air temperature when the individual water heating system in a small, medium or multi-storey residential building is interrupted;

j) in the absence of the Policyholder (Beneficiary) and (or) persons officially residing with the Policyholder (Beneficiary) ensure blocking of the entrance doors and all window frames of the insured apartment;

k) not to leave the insured property unattended upon occurrence of an insured event and to take appropriate measures preventing further damage or loss;

m) not to partially or completely recognize the claims made against it in connection with the Insurable Event, as well as not to assume direct or indirect obligations to cover such claims without the written consent of the Insurer;

m) immediately notify the Insurer if the loss has been compensated by the guilty party;



o) if within the limitation period stipulated by the legislation of the Republic of Uzbekistan, circumstances are established which, in accordance with the legislation, entail full or partial deprivation of the Policyholder's (Beneficiary's) right to indemnification of damage, return of the Insurance Indemnity received to the Insurer in full or in a specified part.

9.1.3 The Insurer shall have the right:

a) to demand recognition of the policy as invalid in accordance with the procedure established by the legislation of the Republic of Uzbekistan, if it is established that during the term (period) of insurance the Policyholder (Beneficiary) knowingly provided the Insurer with false information, knowing the probability of occurrence of an insured event and circumstances relevant to the determination of losses from its occurrence;

b) inspection of lost (destroyed) or damaged property;

c) demand from the policyholder or other person entitled to receive the insurance indemnity the fulfillment of obligations under the Insurance Terms and Conditions;

d) to independently establish the causes and circumstances of the occurrence of damage, determine the amount of damage caused, as well as to apply to the authorized bodies with a request to obtain documents and information confirming the occurrence of the event having the signs of an insured event, establishing its causes and the amount of damage caused;

e) to object in accordance with the procedure established by law to the amount of claims brought against the Policyholder for causing harm to other persons (victims);

f) to postpone the decision on payment of the insurance indemnity until all circumstances of the event having the signs of an insured event are clarified, as well as until a complete response to the inquiries sent to the competent authorities is received, until a court verdict (ruling) is rendered or in connection with the suspension of proceedings in a criminal (administrative, civil) case;

g) act on behalf of the Policyholder and represent its interests in satisfying claims of the injured;

h) to postpone the decision on payment of insurance indemnity until the judicial authorities make a decision on compensation for the damage caused to the victims;

i) refusal to pay the insurance indemnity in cases where:

- submission by the Policyholder (Beneficiary) of knowingly false and unreliable information about the insured property and (or) about the insured event;

- failure of the Policyholder (Beneficiary) to fulfill the terms and conditions of these Regulations and the Insurance Terms and Conditions, their non-fulfillment excludes for the Insurer the possibility of determining the insured event and the amount of insurance indemnity;

- in other cases stipulated by these Rules, Insurance Rules and legislation of the Republic of Uzbekistan.

9.1.4. The Insurer shall be obliged to:

a) delivery/sending the Policy to the Policyholder upon payment of the insurance premium in full;

b) to pay insurance indemnity to the Policyholder (Beneficiary) upon occurrence of an insured event in the procedure and terms stipulated by these Regulations;

c) to keep secret and not to disclose the information received from the policyholder in accordance with the current legislation of the Republic of Uzbekistan.

#### SECTION 10. INSURANCE CLAIM HANDLING

10.1 Upon occurrence of an insured event, the Policyholder (Beneficiary) shall be obliged to: obligated:

- immediately, but not later than 3 (three) working days after the occurrence of the insured event, or as soon as he/she becomes aware of it (in case of absence of the Policyholder and (or) persons living together with him/her in the insurance territory for more than two days), to notify the Insurer in any convenient way (call the number specified in the Policy, send an e-mail or messengers, etc.) and within the following terms:

a) for the event specified in clause 3.2.1 of these Terms and Conditions - not later than 3 (three) working days from the date of occurrence of the event or from the moment of notification of the Policyholder thereof;

b) for the event specified in clause 3.2.2 of these Rules - within 30 (thirty) calendar days after the occurrence of the event to send a written application (appeal) on the damage caused, causes and circumstances of its occurrence;

- immediately, based on the incident, report to the appropriate authorized bodies (Ministry of Internal Affairs, Ministry of Emergency Situations, management companies of the apartment housing fund, citizens' self-governance bodies, etc.), it is obligatory to draw up a protocol or other documents at the scene of the incident, as provided for by the legislation of the Republic of Uzbekistan;

- to take all necessary measures to prevent and reduce the damage and to fulfill the Insurer's recommendations given orally or in writing, to act as if the apartment had not been insured;

- to submit the damaged insured dwelling for inspection to the Insurer before commencement of repair and restoration works, not to start construction, repair and restoration works without the Insurer's consent. If the Insurer has no possibility to inspect the damaged insured property within 2 (two) working days, the Policyholder (Beneficiary) shall take photos and video footage of all damaged parts (elements) of the insured property and submit them to the Insurer or send them electronically before repair and restoration works.

10.2 The Policyholder (Beneficiary) shall attach the following documents to the application for occurrence of an insured event:



10.2.1 In case of loss (destruction) or damage to the insured property:

(a) The original written policy or a copy thereof (if available or in good standing);

b) copies of documents confirming the title to the insured apartment (cadastral documents, sale and purchase agreements, lease agreements, etc.);

c) copies of documents confirming the accident (protocol, resolution, conclusion, certificate, act, etc.) issued by the relevant competent authorities (Ministry of Internal Affairs, Ministry of Emergency Situations, management companies of the apartment housing stock, citizens' self-government bodies, etc.) authorized to verify the circumstances of the accident and (or) inspect the damaged immovable property (apartment);

d) the original of the report (assessment report, estimate, material damage report) drawn up by the assessment (contracting, estimating) organization, indicating the list of all works, consumables required to restore the damaged apartment;

e) a certificate issued by authorized bodies (the Center for Hydrometeorological Service, the Ministry of Mining and Geology of the Republic of Uzbekistan, the Ministry of Emergency Situations and others) in case of natural disasters;

f) copies of the resolution on initiation, termination or refusal to initiate criminal proceedings or resolution on administrative offense, protocols in all cases of participation of the Ministry of Internal Affairs, prosecutor's office, court and other law enforcement bodies in the investigation of the circumstances that caused the infliction of harm;

g) in cases of initiation of criminal proceedings - copies of the resolution on initiation and/or termination of criminal proceedings on the fact of the incident and/or referral of the case to the court, certified by the investigating authorities;

h) other documents confirming the fact of the insured event, the amount of damage, as well as the causes and circumstances of the event, which may be requested by the insurer.

10.2.2 When the civil liability of the policyholder arises for causing damage to the immovable property of other persons (victims):

(a) The original written policy or a copy thereof (if available or in good standing);

b) copies of documents confirming the policyholder's right to the insured property (cadastral documents, sale and purchase agreements, lease agreements, etc.);

c) identity document of the victims and documents confirming the right to own (use, dispose of) the damaged real estate;

d) a document confirming the occurrence of the insured event (protocol, resolution, conclusion, certificate, act, etc.) issued by the bodies authorized to investigate the causes of the insured event, apartment housing management companies and (or) citizens' self-government bodies;

e) written claims of the injured persons against the Policyholder related to the event (statement of claim, letters, summonses, etc.);

f) the original report of the appraisal organization on determination of the actual value of the damaged immovable property and assessment of the material damage caused;

g) a copy of the decision of a judicial body, which indicates the policyholder's guilt in causing damage to the victim's immovable property and the amount of material damage caused;

h) other documents confirming the fact of the insured event, as well as the amount of damage, causes and circumstances of the event, which may be requested by the insurer.

10.3 In the absence of a dispute regarding the occurrence of an insured event, the right of the victim to receive insurance indemnity for the caused damage and the obligation of the Policyholder to compensate for the caused damage, the issue of satisfaction of the claimed claims and payment of insurance indemnity may be settled out of court, otherwise the dispute shall be settled in court.

10.4. Determination of the amount of the incurred damage and insurance indemnity out of court,

on the terms and conditions specified in Sections 10-11 of the Regulations. In all cases, the Policyholder (Beneficiary) shall be invited to participate in determining the amount of insurance indemnity.

10.5. If, in order to enforce a court judgment, the Policyholder, with the consent of the Insurer, has independently compensated for the damage caused to the injured, the Insurer shall pay insurance indemnity to the Policyholder based on the amount of damage compensated by the Policyholder, but not exceeding the insurance indemnity limit specified in the Policy.

10.6. After studying all documents related to the Insurable Event, the Insurer shall make a decision on recognizing the occurred Insurable Event as an Insurable Event.

10.7 When the Insurer recognizes the occurred Insurable Event as an Insurable Event, the amount of the Insurance Indemnity payable for the caused damage shall be determined and drawn up in the Insurable Event Report.

10.8. The Insurer's decision to refuse to pay the insurance indemnity shall be notified to the Policyholder (Beneficiary) not later than 15 (fifteen) days from the date of submission by the Insurer of the application for payment of the insurance indemnity with submission of all necessary documents and shall contain reasonable reasons for the refusal.

## SECTION 11. PROCEDURE FOR DETERMINING THE AMOUNT OF DAMAGE AND PAYMENT OF INSURANCE INDEMNITY

11.1 In case of loss (destruction) or damage of the insured property due to an insured event, the amount of losses and insurance indemnity shall be determined:



a) on structural elements of the insured property:

- in case of loss (destruction) of property - the insurance indemnity shall be paid out of the amount of the incurred damage minus depreciation, the amount of remains of the property suitable for further use, the amount of the established unconditional deductible, but not more than the indemnity limit specified in the Policy;

- in case of damage (partial loss) of property - the insurance indemnity shall be paid out of the amount of restoration costs minus depreciation, the amount of remains of the property suitable for further use, the amount of the established unconditional deductible, but not exceeding the indemnity limit specified in the Policy.

b) for engineering and technical equipment and finishing elements of the insured property: after deducting from the amount of the incurred damage the amount of the remains of the property suitable for further use and the amount of the unconditional deductible not exceeding the indemnity limit set by the Policy:

- for engineering and technical equipment - up to the amount of the compensation limit established by the policy for this object.

- on the finishing elements:

- flooring - in the amount of 40% of the specified limit of compensation for finishing elements in the Policy;

- ceiling and walls - in the amount of 40% of the specified limit of compensation for finishing elements in the Policy;

- for other finishing works specified in these Regulations - in the amount of 20% of the established limit of indemnity for finishing elements in the Policy. In the event of fire or earthquake, the insurance benefit for finishing elements shall be set in the amount of restoration costs without applying the set indemnity limits for the above-mentioned finishing elements, but not more than twice the amount of the set indemnity limits for finishing elements.

11.2 Restoration costs include:

a) costs of materials and spare parts required for repair (restoration);

b) wages paid for carrying out repair work;

c) other expenses necessary for bringing the insured property to the condition that existed immediately before the insured event.

11.3 Recovery costs shall not include:

a) additional expenses related to the correction/alteration, repair, renovation, renewal, improvement and alteration of the insured property;

b) expenses related to temporary or auxiliary (additional) repair or restoration;

c) all direct and indirect taxes;

d) other unnecessarily incurred expenses.

11.4 In case of complete loss (destruction) of the insured residential premises, the insurance indemnity shall be paid under the terms and conditions of clause 6.2. hereof less the depreciation of the insured property and the set amount of unconditional deductible, but not more than the insured amount of the property specified in the Policy.

11.5 The Insurer shall have the right to engage independent appraisers (experts) to determine the actual amount of damage caused as a result of events stipulated in these Regulations.

11.6 The Insurance Indemnity paid for all Insured Events that have occurred during the Insurance Period shall not exceed the Sum Insured specified in the Policy.

11.7. The insurance indemnity for the occurrence of civil liability of the policyholder for causing damage to the immovable property of other persons (victims) shall be determined:

- Upon confirmation of the damage caused by the policyholder to the immovable property of other persons (victims) by the decision of a judicial body, in the amount of material damage specified in the decision, but not exceeding the indemnity limit specified in the Policy;

When resolving the issue of payment of insurance indemnity out of court:

- in case of loss (destruction) of immovable property of another person - from the amount of incurred damage minus depreciation, remains of the property suitable for further use, the amount of the established unconditional deductible, but not more than the indemnity limit specified in the Policy;

- in case of damage (partial loss) of the real property of another person - from the amount of restoration costs minus depreciation, the amount of remains of the property suitable for further use, the amount of the established unconditional deductible, but not more than the indemnity limit specified in the Policy.

11.8 In case of causing damage to immovable property of several persons, the amount of insurance indemnity shall be determined proportionally to the extent of causing damage to the property of each victim in accordance with the procedure set forth in clause 11.7 of the Regulations.

11.9. Payment of insurance indemnity by the Insurer to the Policyholder or Beneficiary shall be made in the following order: in case of complete loss (destruction) or damage of the insured residential premises - by non-cash transfer of funds to the bank account of the Policyholder (Beneficiary) within 15 (fifteen) banking days after signing the act of insured event;

#### **SECTION 12. SUBROGATION.**

12.1 After payment of the insurance indemnity, the right of claim of the Policyholder/Beneficiary against the persons responsible for causing damage shall be transferred to the Insurer (within the paid amount).



The Policyholder shall be obliged to provide the Insurer with all documents and make all necessary efforts to realize the Insurer's right to make a claim against the person responsible for the occurrence of the Insurable Event.

12.2 If due to the fault of the Policyholder/Beneficiary it is impossible to exercise the right of claim (omission of the deadline for filing a claim to the persons guilty of causing damage), the Insurer shall be released from the obligation to pay the insurance indemnity, and in case of its payment the Policyholder shall be obliged to return the received indemnity to the Insurer within 10 (ten) working days from the date of receipt of the Insurer's claim.

#### **SECTION 13. OTHER CONDITIONS**

13.1 For non-fulfillment or improper fulfillment of assumed obligations the parties shall be liable in accordance with the current legislation of the Republic of Uzbekistan.

13.2 In case of any disputes, claims or disagreements on the issues stipulated by the policy and these Rules or related to them, including those related to their fulfillment and violation, the parties shall take measures to resolve them through negotiations.

13.3 If the parties fail to reach a peaceful agreement through negotiations, all disputes, disagreements, claims and claims arising or resulting from the conclusion (execution), amendment, termination, cancellation, invalidity, nonconclusion (in full or in part) of the Insurance Contract (Policy) shall be resolved at the discretion of the Insurer in accordance with the jurisdiction and jurisdiction of civil cases in court at the place of state registration of the Insurer in accordance with the current legislation of the Republic of Uzbekistan or in accordance with the current legislation of the Republic of Uzbekistan. The Insurer has the right to choose whether to file a statement of claim with the inter-district economic court or the Arbitration Court.

13.4 In accordance with the Law of the Republic of Uzbekistan "On Electronic Document Management" the Parties agree and recognize the legal force of all documents drawn up in electronic form under these Rules and Insurance Rules (application, questionnaire, insurance contract, insurance policy, invoice, act, information, documents, etc.), equated to documents on paper, signed by hand and stamped by the respective Party, if these electronic documents have been processed and sent by one of the operators of the electronic invoice system.

13.5 The official website of JSC "NEO INSURANCE CORP" in the Internet information network: www.neoinsurance.uz The official website of the Insurer is an information system containing information on the exchange of data in electronic form between the Policyholder and the Insurer, which is the operator of this information system, including ensuring the sending of an application for the conclusion of an insurance contract, conclusion of the contract (sending of an insurance policy), amendment, early termination, notification of the occurrence of an insured event, sending applications for payment of insurance indemnity.

12.6 In case of occurrence of events that have signs of an insured event, it is necessary to report the event by phone number specified in the policy or on the website, or contact the nearest office (branch) of JSC "NEO INSURANCE CORP." Addresses, telephone numbers and working hours of branches are indicated on the official website of the Insurer.



## Appendix No1 to the Insurance Terms and Conditions on the insurance product "Uy-Joy"

Nº	Insurance Programs:	Insurance shares on real estate properties, including:			Liability insurance amounts:	Total for insurance programs	
		In mln. soums				Total sum insured, in mln UZS:	Annual insurance premium in thousands of UZS:
		Design	elements	equipment	Civil liability		thousands of CZS.
1	Mini	50,0	2,0	2,0	2,0	56,0	70,0 (0,1250%)
2	Standart	100,0	5,0	5,0	5,0	115,0	140,0 (0,1217%)
3	Optimo	250,0	10,0	10,0	10,0	280,0	320,0 (0,1143%)
4	Maxi	400,0	15,0	20,0	15,0	450,0	500,0 (0,1111%)
5	De Luxe	750,0	30,0	30,0	30,0	840,0	840,0 (0,1000%)
6	Exclusive	1 000,0	40,0	45,0	35,0	1 120,0	1 100,0 (0,0982%)

The specified sums insured, annual insurance premiums (tariffs) and indemnity limits include insurance coverage for insurance risks established by the Rules of voluntary insurance of real estate and civil liability of individuals under the insurance product "Ui-Joy" for the insured objects.