

"APPROVED"
Resolution of the Board of Directors
Insurance Company Basel JSC
Minutes of the meeting
No19/23 of May 23, 2023

PROGRAM
VOLUNTARY MOTOR VEHICLE INSURANCE
TRANSPORT AVTOGARANT (KMF)

APPENDIX No 13
TO THE RULES OF VOLUNTARY INSURANCE OF MOTOR TRANSPORT
BASEL INSURANCE COMPANY JSC

Almaty, 2023

**VOLUNTARY INSURANCE PROGRAM
AUTOGARANT (KMF)**

**APPENDIX No 13
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BASEL INSURANCE COMPANY JSC**



Insurance Rules

Insurance Class:	Voluntary insurance of road transport.
Policyholder:	An individual or a legal entity that is the owner (owner) of the insured vehicle (hereinafter referred to as the AT) on the right of ownership or on other grounds that does not contradict the legislation of the Republic of Kazakhstan, as well as being a borrower of the organization that issued a loan secured by motor transport.
Beneficiary:	1. In case of theft, theft/theft, total destruction/loss of aircraft: 1) An organization that issued a loan secured by AT, within the amount of debt under the loan/credit agreement. 2) The insured, or his representative in the part exceeding the amount of debt under the loan/credit agreement. 2. In case of aircraft damage: 1) Service station (STO*) without taking into account depreciation and amortization; 2) Specialized service station (Special Service Station**) without taking into account depreciation and depreciation. * Service station – a service station where the Insured/Insured is served. In the event that the cost of spare parts for aircraft and planned works is overstated at the discretion of the Insurer, the Insurer has the right to require the Insured/Insured to carry out work at the service station recommended by the Insurer and/or provide spare parts in kind. ** Special service station - where the Insured's AT is serviced within the framework of the warranty.
Insured:	Insurant is a legal entity – persons on the basis of a power of attorney or a waybill. The Insured is an individual – persons admitted to the operation of a vehicle (hereinafter referred to as the vehicle) on any legal basis.
Insurance restrictions:	An AT not older than 5 (five) years at the time of conclusion of the Policy, registered in the territory of the Republic of Kazakhstan, is accepted for insurance: Aircraft are not accepted for insurance in the following categories: ✓ Ambulances; ✓ Aircraft specially adapted or specially designed for use by military and/or law enforcement agencies; ✓ aircraft operated within the closed (without public access) territory of the airport; ✓ Aircraft participating in sports competitions, training purposes and test drives; ✓ aircraft rented, leased and/or operating in taxi mode. ✓ Aircraft of any category older than 5 (five) years. The insurance program does not cover: 1) damage or liability for goods transported in connection with the implementation of any type of business activity on the aircraft insured under the Policy (including goods in transit); 2) damage to aircraft intended for: ✓ Carriage of explosive substances such as nitroglycerin, dynamite or any other similar substances. In the event that substances are not explosive in themselves, but are an integral part of explosive substances, they are not excluded in accordance with this Policy; ✓ renting, leasing, renting; 3) accident on AT; 4) aircraft that at the time of the occurrence of the insured event was located in car warehouses and aircraft storage sites, except for car parks and parking lots; 5) damage caused to third parties; 6) breakdown of aircraft mechanisms not caused by an insured event.
Object of insurance:	Property interests of the Insured/Insured related to the possession, use and/or disposal of the aircraft, as well as the risk of its damage or loss (destruction) as a result of the insured event specified in the insurance policy.
Insured event:	An insured event is the damage or loss (total loss) of aircraft as a result of the following events ("All risks"): 1) road traffic accident (RTA) - an event that occurred in the process of movement only on the road of the insured motor transport and with its participation; 2) natural disaster - namely: hurricane (weather-induced movement of air masses with a wind force corresponding to 8 points on the Buford scale - wind speed more than 60 km/h) or storm, hail, flood, earthquake, landslide, mudflow; 3) illegal actions of third parties - (except for theft), including damage to motor vehicles as a result of arson, damage to a vehicle, hooliganism, vandalism, unlawful seizure without the purpose of theft; 4) theft, theft - unlawful seizure of a car or other vehicle without the purpose of theft / secret theft of someone else's property; 5) other unforeseen events - an event that occurred with or in relation to the insured motor transport in the process of movement, caused by an accidental external impact and/or occurred in the adjacent territory (the territory immediately adjacent to the road and not intended for through traffic of vehicles, including yards, residential areas, parking lots, gas stations, enterprises), namely: collision with another vehicle, collision (impact) on stationary or moving objects (structures, obstacles, animals, etc.), overturning, falling of motor transport, falling under ice, falling under the road surface due to subsidence of the ground, ingress of a stone into the insured motor transport from under a moving vehicle (including from under the insured motor transport); In addition, under the AVTOGARANT PLUS (KMF) program, the insured events are: 6) terrorist acts, strikes, lockouts; 7) individual damage or loss of optics; 8) damage to tires and/or wheels; 9) damage or loss during transportation of aircraft by another specialized vehicle; 10) damage or loss of the aircraft engine as a result of ingress of various objects into it; 11) Theft of easily removable parts.

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Insurance amount, insurance premium and tariff from the insured amount:	The sum insured in the case of AT insurance is the actual value of the AT as of the date of the Policy. The sum insured for the insurance of easily removable parts is the liability limit in the amount of 10% of the sum insured for aircraft insurance. The total sum insured cannot exceed the actual value of the aircraft. Insurance premium is determined in the Policy within the tariff by class (0.104% – 16.8939%).
Procedure and terms of payment of the insurance premium:	The Insurance Premium shall be paid by the Insured in a lump sum in cash/non-cash payment within 3 (three) days from the date of conclusion of the Policy to the bank account or to the cash desk of the Insurer.
Franchise, unconditional:	In case of partial damage to AT – none; In case of total destruction (loss) of aircraft, as well as in case of risks of theft, theft - 8% of the insured amount; In case of theft of easily removable parts – 3% of the insurance amount established for easily removable parts.
Procedure and conditions for making an insurance payment:	1. It is paid to the Beneficiary in the amount of actual damage, but not more than the total insurance amount established by the Policy. 2. The insurance payment is made depending on the conditions chosen by the Insured: ✓ with documents of traffic police bodies – AUTOGARANT (KMF) program; ✓ without documents of the traffic police, if the damage does not exceed 500,000 tenge - the AUTOGARANT PLUS (KMF) program. 3. The amount of damage is determined on the basis of ✓ defect report and detailed invoice for aircraft repair issued by the service station; ✓ defect Act and a detailed invoice for the repair of aircraft issued by the Special Service Station. 4. The insurer shall make a decision on making the insurance payment or refusal to make the insurance payment no later than 15 (fifteen) business days from the date of receipt of the full package of documents provided for by the insurance policy. 5. In case of detection of the need to correct/insufficiency of documents necessary for consideration of the insured event and decision-making, the period of consideration of documents for the insurance payment shall be suspended for the period of their correction/provision, of which the Insurer shall notify the Insured/Insured/Beneficiary in writing within 3 (three) business days from the date of discovery of the need for correction/insufficiency of documents. The period for making a decision on making an insurance payment or refusal to make an insurance payment shall be renewed anew from the date of submission of corrected/missing documents to the Insurer. 6. The insurance indemnity includes compensation for repair and (or) replacement of only those damaged parts and parts of the aircraft body that were damaged as a result of the insured event, and recorded by the Insurer's representative, if the damage and damaged parts, as well as hidden defects of the aircraft were not recorded by the Insurer, the Insured is obliged to organize a repeated inspection of the aircraft with the participation of the Insurer. 7. Under the insurance policy, the Insurer has the right to reimburse the Beneficiary: ✓ In case of theft/theft of aircraft - the total insurance amount minus the deductible specified in the insurance policy, taking into account the terms of the insurance policy and the Insurance Rules; ✓ In case of total loss of AT: - the total insurance amount minus the deductible specified in the insurance policy, as well as the cost of saleable spare parts and aircraft utilization residues, which is determined by an independent appraiser recommended by the Insurer, taking into account the terms of the insurance policy and the Insurance Rules; - the total insurance amount minus the deductible specified in the insurance policy, taking into account the terms of the insurance policy and the Insurance Rules, provided that the Insured transfers to the Insurer suitable for sale spare parts and disposal residues. In this case, the insurance payment is made after the execution of the acceptance and transfer act for the aircraft between the Insured and the Insurer, minus the cost of missing (replaced) parts and assemblies, the absence and/or damage of which is not related to the insured event. To transfer the AT to the Insurer, it must be deregistered with the authorized state body for road safety and customs for sale. ✓ In case of partial damage caused to the aircraft, taking into account the terms of the insurance policy and the Insurance Rules, the cost of the aircraft restoration repair, which is determined on the basis of the defect report and the detailed invoice for payment of the service station. 8. The Insurer shall reimburse the expenses incurred by the Insured in order to save the aircraft, prevent or reduce losses from the occurrence of an insured event, if such expenses were necessary or were incurred to fulfill the instructions of the Insurer. 9. The total loss (constructive loss) of the aircraft is established in case of destruction of the aircraft, in which case an independent appraiser or the Insurer, on the basis of an invoice for payment of the service station, establishes the inexpediency of repairs or if the amount of damage is equal to or exceeds 80% of the actual value of the aircraft established on the date of conclusion of the Policy. 10. After the insurance payment for any insured event, the insurance premium shall not be refunded in case of early termination of the insurance policy. 11. After the insurance payment is made in case of partial damage to the aircraft (except for the risks: theft, theft, total loss of the aircraft), the insurance amount is subject to automatic recovery by the Insurer without additional payment of the insurance premium during the policy period, regardless of the number and amount of the insurance payment. 12. In the event that the actual damage under the AUTOGARANT PLUS (KMF) program, determined in the defect report and the detailed invoice for payment, exceeds the amount of 500,000 (five hundred thousand) tenge preliminarily estimated by the Insured/Insured, and the Insured/Insured has not provided documents from the competent authorities, the Insurer has the right to make an insurance payment of no more than 500,000 (five hundred thousand) tenge. At the same time, the burden of erroneous preliminary assessment of the amount of the damage is borne by the Insured/Insured. 13. In cases where losses caused as a result of an insured event are compensated to the Insured by third parties who were the culprits of the insured event or other insurers with whom a double insurance agreement has been concluded, the Insurer shall reimburse only the difference between the amount of insurance payment and the amount of compensation received by the Insured from third parties. which were reimbursed (compensated) by third parties. 14. Insurance payment for stolen/stolen aircraft shall be made not earlier than 2 (two) months after theft/theft, upon completion of the preliminary investigation period by the bodies of the Ministry of Internal Affairs of the Republic of Kazakhstan. In case of detection of the stolen/stolen aircraft after the Insurer has made the insurance payment for theft/theft, the Insured is obliged to return the received insurance indemnity to the Insurer within 30 business days. In the event that the Insured refuses the AT, he is obliged to transfer it to the Insurer, as well as the ownership right to it, confirmed by documents.

Grounds for the Insurer's exemption from the insurance payment:	1. The following is not an insured event and is not subject to compensation under the insurance policy: ✓ loss of marketable condition of aircraft; ✓ damage caused to the property of the Insured/Insured and/or the passenger, which was in the aircraft at the time of the insured event; ✓ natural wear and corrosion of aircraft; ✓ mechanical/electrical malfunction and (or) breakdown during operation, which led to the occurrence of an insured event; ✓ loss or damage to the awning or aircraft covering; ✓ damage caused as a result of violation of the warning about the prohibition of entry or parking outside the fenced and (or) marked with special signs (markings) territory (construction sites, mudflow hazard areas, etc.) in case of damage to the aircraft as a result of the warned risks; ✓ losses caused to aircraft as a result of insured events specified in the insurance policy, which occurred due to any breakdowns, technical malfunctions or factory defects; ✓ damage caused to aircraft as a result of fire resulting from installation, self-installation, additional equipment not provided by the manufacturer; ✓ expenses of the Insured/Insured/Beneficiary incurred to determine the cost of damage caused to the aircraft. 2. The insurer is exempt from making the insurance payment if the insured event occurred as a result of: ✓ operation by the Insured/Insured of a technically defective aircraft, when its technical condition and equipment are included in the list of malfunctions and conditions under which the operation of aircraft is prohibited; ✓ driving an aircraft by a person who does not have a valid driver's license; ✓ driving an aircraft by a person in a state of alcoholic, narcotic or toxic intoxication; ✓ transportation by the Insured/Insured in the aircraft of hazardous substances and items prohibited for transportation; ✓ loss or theft of property located in the aircraft during or immediately after the insured event; ✓ theft and theft of aircraft together with the keys and (or) control panels for its alarm and/or certificate of state registration of aircraft left in it (together or separately); ✓ refusal of the Insured/Insured/Beneficiary of his/her right of claim to the person responsible for the occurrence of the insured event, as well as refusal to transfer to the Insurer the documents necessary for the transfer of the right of claim to the Insurer. If the insurance payment has already been made by the person who was the culprit of the insured event, or by the Insurer with whom the double insurance agreement was concluded, the Insurer has the right to demand its return in full or in part; ✓ events that occurred during the use of aircraft in contests, bets, sports events, for training purposes, test drive, renting, leasing or rental, as a taxi. 3. The following actions of the Insured may be the basis for the Insurer's refusal to make the insurance payment: ✓ communication by the Insured/Insured to the Insurer of knowingly false information about the aircraft when concluding an insurance policy, insurance risk, insured event and its consequences; ✓ deliberate failure of the Insured/Insured to take measures to reduce losses from the insured event; ✓ obstruction by the Insured/Insured to the Insurer in investigating the circumstances of the occurrence of the insured event and establishing the amount of loss caused by him/her; ✓ failure by the Insured/Insured to notify the Insurer of the increase in insurance risk; ✓ failure of the Insured/Insured to provide the aircraft to check its technical condition during the validity period of the insurance policy, as well as failure to provide the Insurer with access to the damaged aircraft (before and/or after its repair) or its remains, or damaged parts, parts and accessories, additional equipment or residues thereof, except for cases when they could be completely destroyed; ✓ if the Insured/Insured has fled from the scene of the insured event; ✓ if the Insured/Insured/Beneficiary has not provided the documents and information necessary to establish the causes, nature of the insured event and its connection with the result, or has provided knowingly false evidence; ✓ receipt by the Insured/Insured of appropriate compensation for damage from the person guilty of causing the damage; ✓ failure to notify the Insurer of the occurrence of an insured event within the time limits specified in the insurance policy, except when the Insured/Insured was unable to perform the specified actions for a valid reason and confirmed it with documents; ✓ actions of the Insured/Insured/Beneficiary, recognized in accordance with the procedure established by legislative acts as intentional crimes or administrative violations that are in a causal relationship with the insured event; ✓ violations of the terms of the insurance policy under this Program.
Documents required for consideration of the issue of insurance payment:	1. To consider the issue of insurance payment, the Insurant/Insured shall be obliged to provide the Insurer, depending on the type of insured event, with an application for insurance payment and the following documents: ✓ an application for the occurrence of an insured event (event) indicating information about the Policy; ✓ a copy of the certificate of state registration of aircraft; ✓ a copy of the driver's license of the person driving the aircraft at the time of the accident; ✓ a copy of the document confirming the management of the aircraft on a legal basis (power of attorney and/or waybill (for legal entities)); ✓ documents confirming the expenses incurred by the Insured/Insured in order to prevent or reduce losses in the event of an insured event (if any); ✓ to confirm the amount of damage, depending on the selected conditions in clause 2 in the section "Procedure and conditions for making an insurance payment": - Photo report of aircraft damage, defect report and detailed invoice for payment, STO/Special Service Station for the restoration of aircraft damaged as a result of an insured event, containing a detailed list of necessary works, a list of replaced/repaired parts, parts and their cost, certified by the signature of the responsible person and the seal of the enterprise; - report on the assessment of the damage caused by the appraiser recommended by the Insurer (in case of total loss of the aircraft); ✓ documents confirming the right to receive an insurance payment (power of attorney, certificate of inheritance, etc.); ✓ documents (a copy of the identity card of the person who caused the accident, an application for the transfer of the right of claim, interrogation protocol, explanatory notes, etc.) ensuring the transfer to the Insurer within the amount of the insurance payment made of the right of recourse that the Insured has to the person responsible for the damage caused;

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	✓ <u>in case of an accident</u>: documents of the internal affairs bodies: a protocol on a violation of traffic rules, a resolution on an administrative offense, a scheme of an accident, an addendum to the protocol on a violation of traffic rules, explanatory statements of the participants of the accident to the internal affairs authorities, protocols/conclusions of the medical examination of the participants in the accident; a court decision that has entered into force; a court verdict that has entered into force or another procedural document issued by the court and is a decision on the case in the event that a criminal case was initiated on the fact of an accident, and the materials were submitted to the court; ✓ <u>in case of natural disasters</u>: documents of fire supervision bodies or investigative bodies (including fire report, fire technical expertise report on the causes of fire, etc.); hydrometeorological or seismological services, the Ministry of Emergency Situations or other competent authorities whose competence includes the obligation to record/investigate these cases; ✓ <u>in case of unlawful actions of third parties, including theft and theft of aircraft</u>: a statement to the internal affairs authorities on the fact of the incident, a decision from the internal affairs bodies to initiate or refuse to initiate a criminal case, decisions concerning the procedural movement of the criminal case, at the end of the preliminary investigation – a decision to suspend the criminal case or an indictment (if the damage was caused by illegal actions third parties), the decision (sentence) of the court. At the time of making a decision on the insurance payment, the Insurer has the right to require the Insured to provide a certificate from the internal affairs authorities that the AT continues to be listed as stolen or embezzled; originals of all registration documents for the aircraft, certificate of registration of the aircraft or a resolution on its seizure (certified by the seal of the authorized body) at the time of filing an application for theft, theft of aircraft, all sets of keys for aircraft and key fobs from the alarm; ✓ in case of other unforeseen events – copies of acts of fire and law enforcement agencies, conclusions of fire and technical expertise; a copy of the accident scene inspection protocol; other documents drawn up by specially authorized bodies (commissions) that investigate, classify and record events considered as insured events, or confirm the fact of occurrence of an insured event; 2. The burden of collecting and providing documents confirming the fact of occurrence and circumstances of the event, the damage caused as a result of the occurrence of the event lies with the Insured, the costs associated with the assessment are borne by the Insurer. 3. Documents of the competent authorities shall be submitted in the original or a copy certified by the seal and signature of the responsible person of the competent body that issued the document. 4. Acceptance of documents on the claimed insured event shall be formalized by the Insurer by issuing to the Insurant a certificate of accepted documents. 5. The list and number of documents required for consideration and decision-making on an event that has signs of an insured accident may be reduced at the discretion of the Insurer.
Information about the insurance agent/broker:	The Program provides for the issuance of Policies through the partners of BASEL IC JSC.
The amount of the agent's fee in % gross:	It is approved by the decision of the authorized body of the Insurer, within the framework of internal policy.
Insurance area:	The Republic of Kazakhstan + the Kyrgyz Republic.
Validity period of the Insurance Policy:	The insurance period is 12 months. The Policy comes into force on the day following the day of payment of the insurance premium and is valid until the end of the Policy or until the insured amount is exhausted, whichever occurs first.
Form of conclusion of the Insurance Policy:	The policy is issued by issuing it on paper or in electronic form.
Application form:	The application form can be submitted on paper or in electronic form.
Additional conditions:	1. The Insurance Program provides for two Insurance Options in accordance with Appendix No1 to this Program. 2. For advertising purposes, the Insurance Program is assigned two names in accordance with the provided insurance conditions. 3. Option No2 of the Program includes the provision of tow truck services up to 20,000 tenge in case of an insured event. 4. Early termination of the Agreement at the initiative of the Insured is made only if there is a written application of the Insured. 5. Early termination of the Agreement is possible from the next day from the date of submission of the application. 6. The Insurer shall return to the Insured a part of the insurance premium for the unexpired insurance period minus 10% of the amount of the insurance premium from the date of submission to the Insurer of an application for early termination of the Agreement if the Agreement is terminated at the initiative of the Insured before 14 days from the date of its conclusion. 7. If the Agreement is terminated at the initiative of the Insured on the 15th day or more from the date of its conclusion, the Insurer shall return to the Insured a part of the insurance premium for the unexpired insurance period minus 50% of the amount of the insurance premium from the date of submission to the Insurer of the application for early termination of the Agreement and the insurance premium withheld by the Insurer according to the following formula: $NPV = SP * n/N/2$ where: NPP is the amount of the insurance premium withheld by the insurer (in tenge); SP is the amount of the insurance premium paid under the insurance contract (in tenge); n is the period that has passed from the date of entry into force of the insurance contract to the moment of its early termination (in days), including the day of application; N is the term of conclusion of the insurance contract (in days) In the event that the Agreement related to the loan agreement is terminated at the initiative of the Insured due to the Insured's performance of obligations to the lender under the loan agreement, the Insurer shall return to the Insured the received insurance premium minus a part of the insurance premium in proportion to the time during which the Agreement was in effect and the costs associated with the termination of the Agreement, not exceeding 10% of the insurance premium received. The insurance premium shall be refunded within 5 (five) business days. Everything that is not stipulated by this Insurance Program is regulated by the Rules of Voluntary Motor Vehicle Insurance of Basel Insurance Company AD.