

"APPROVED"
Resolution of the Board of Directors
Insurance Company Basel JSC
Minutes of the meeting
by "41/23" on November 13, 2023

PROGRAM
VOLUNTARY MOTOR VEHICLE INSURANCE
TRANSPORT "JACComTech"

APPENDIX No 10
TO THE RULES OF VOLUNTARY INSURANCE OF MOTOR TRANSPORT
BASEL INSURANCE COMPANY JSC

Almaty, 2023

**VOLUNTARY INSURANCE PROGRAM
OF ROAD TRANSPORT "JACComTech"**



Insurance Rules

**APPENDIX No 10
TO THE RULES OF VOLUNTARY INSURANCE OF MOTOR TRANSPORT
BASEL INSURANCE COMPANY JSC**

Insurance Class:	Voluntary insurance of road transport.
Policyholder:	An individual or legal entity that is the owner of the insured vehicle (hereinafter referred to as the vehicle) on the right of ownership, lease, as well as being a borrower of the organization that issued a loan secured by motor transport.
Beneficiary:	<p>1. In case of theft, theft, total destruction/loss of the vehicle:</p> <p>1) Insured.</p> <p>If the vehicle was purchased on credit:</p> <p>1) The organization that issued the loan secured by the vehicle, within the amount of debt under the loan/credit agreement</p> <p>2) The insured, in the part exceeding the amount of debt under the loan/credit agreement.</p> <p>2. In case of damage to the vehicle:</p> <p>1) Dealer Center or, if there is no Dealer Center at the place of operation of the vehicle, the Service Station recommended by the Dealer Center (hereinafter referred to as the Special Service Station).</p>
Insured:	<p>Insurant is a legal entity – persons on the basis of a power of attorney or a waybill.</p> <p>Insurant is an individual - persons admitted to the operation of a vehicle (hereinafter referred to as AT) on any legal basis and specified in the policy of compulsory insurance of civil liability of vehicle owners (MTPL).</p>
Insurance restrictions:	<p>Vehicles in the following categories are not accepted for insurance:</p> <ul style="list-style-type: none"> ✓ Ambulances, vehicles of pharmaceutical companies and vehicles for medical representatives; ✓ A vehicle specially adapted or specially designed for use by military and/or law enforcement agencies; ✓ a vehicle operated within the closed (without public access) territory of the airport; ✓ a vehicle participating in sports competitions, training purposes and test drives; ✓ A vehicle rented and/or operating in taxi mode. ✓ Vehicles of any category older than 5 (five) years at the time of conclusion of the Policy and not registered in the territory of the Republic of Kazakhstan. <p>The insurance program does not cover:</p> <ol style="list-style-type: none"> 1) damage or liability for goods transported in connection with the implementation of any type of business activity on the vehicle insured under the Policy (including goods in transit); 2) damage to a vehicle intended for: <ul style="list-style-type: none"> ✓ 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; ✓ provision of vehicles for rent; 3) breakdown of vehicle 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 vehicle, as well as the risk of its damage or loss (destruction) as a result of an insured event specified in the insurance policy.
Insured event:	<p>An insured event is the damage or loss (total loss) of the vehicle as a result of the following events ("All risks"):</p> <ol style="list-style-type: none"> 1) a traffic accident; 2) natural disasters, namely: hurricane (weather-induced movement of air masses with a wind force corresponding to 8 points on the Beaufort scale - wind speed more than 60 km/h) or storm, hail, flood, earthquake, landslide, mudflow; 3) illegal actions of third parties; 4) fire, explosion, spontaneous combustion; 5) any external mechanical or physical impact; 6) theft and theft of vehicles.
Insurance amount, insurance premium and tariff from the insured amount:	<p>The insured amount is set in the amount of the actual value of the vehicle as of the date of conclusion of the Policy, but not more than 50,000,000.00 (fifty million) tenge for one vehicle.</p> <p>Insurance rate - approved by the decision of the authorized body of the Insurer, within the tariff by class (0.104% - 16.8939%).</p> <p>After 6 months, the Insurer has the right to revise the insurance rate upwards by 10% if the loss ratio exceeds 70% of the net premiums earned. The condition is applicable to newly concluded insurance contracts after the date of the tariff change.</p>
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. The insurance premium may be paid for the Insured by a third party.
Procedure and conditions for making an insurance payment:	<ol style="list-style-type: none"> 1. It is carried out to the Beneficiary in the amount of actual damage, but not more than the total insurance amount established by the Policy, taking into account the established franchise. 2. The insurance indemnity is made depending on the conditions chosen by the Insured for the risk of "accident": <ul style="list-style-type: none"> ✓ with documents of the traffic police; ✓ without documents of the traffic police, if the damage does not exceed 1,000,000 (one million) tenge in the absence of fault of third parties and the absence of harm to the life and health of people, except in cases of theft/theft of a vehicle. 3. The amount of damage is determined on the basis of: <ul style="list-style-type: none"> ✓ defect Act and a detailed invoice for the repair of the vehicle 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 the documents necessary for consideration of the insured event and making a decision, the period for consideration of documents for the insurance payment shall be suspended for the period of their correction, 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 to correct the documents. The period for making a decision on making an

	<p>insurance payment or refusal to make an insurance payment shall be renewed anew from the date of submission of the corrected documents to the Insurer.</p> <p>6. The insurance indemnity includes compensation for the repair and (or) replacement of only those damaged parts and parts of the body of the Vehicle that were damaged as a result of the insured event, and recorded by the representative of the Insurer, if the damage and damaged parts, as well as hidden defects of the Vehicle were not recorded by the Insurer, the Insured is obliged to organize a repeated inspection of the Vehicle with the participation of the Insurer.</p> <p>7. Under the insurance policy, the Insurer has the right to reimburse the Beneficiary:</p> <ul style="list-style-type: none"> ✓ In case of theft, theft - the total insurance amount minus the deductible specified in the Policy; ✓ In case of total loss of the vehicle, including total loss as a result of theft: <ul style="list-style-type: none"> - the total insurance amount minus the deductible specified in the Policy, as well as the cost of saleable spare parts and disposal residues, which is determined by the appraiser recommended by the Insurer or the Insurer. A report on the assessment of the cost of saleable spare parts and balances shall be carried out at the expense of the Insured; - the total insurance amount minus the franchise specified in the insurance policy, provided that the Insured transfers to the Insurer the spare parts and disposal residues suitable for sale. In this case, the insurance payment is made after the execution of the acceptance and transfer act for the vehicle 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. It must be deregistered with the authorized state body for road safety and customs for sale. ✓ In case of partial damage, including damage resulting from theft, taking into account the terms of the insurance policy and the Insurance Rules, the cost of restoration repair of the vehicle, which is determined on the basis of the defect report and the detailed invoice for payment of the Special Service Station. <p>8. The Insurer shall reimburse the expenses incurred by the Insured in order to save the vehicle, 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.</p> <p>9. The total loss (constructive loss) of the vehicle is established when the vehicle is destroyed, in which case the Insurer, upon presentation of the invoice to the Special Service Station, will establish the inexpediency of repair or if the amount of damage is equal to or exceeds 80% of the actual value of the vehicle established on the date of conclusion of the Policy.</p> <p>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.</p> <p>11. After the insurance payment is made in case of partial damage to the vehicle, including damage as a result of theft (except for the risks: theft, total loss of the vehicle), the insurance amount is subject to recovery during the policy period, regardless of the amount and amount of the insurance payment.</p> <p>12. In the event that the actual damage determined in the defect report and the detailed invoice for payment is equal to or exceeds the amount of 1,000,000 (one million) tenge, and the Insured has chosen the condition "Insurance payment is made without documents of the traffic police "at the risk of "accident" and the documents of the competent authorities have not been provided, then the Insurer has the right to make an insurance payment of no more than 1,000,000 (one million) tenge. The burden of erroneous preliminary assessment of the amount of damage lies with the Insured/Insured.</p> <p>13. In cases where the losses caused as a result of the insured event are compensated to the Insured by third parties who were the culprits of the insured event or other insurers with whom the insurance contract has been concluded, the Insurer shall reimburse only the difference between the amount of the insurance indemnity and the amount of indemnity received by the Insured from third parties. which were reimbursed (compensated) by third parties.</p> <p>14. The insurance payment for the stolen/stolen vehicle is made no earlier than 2 (two) months after the theft/theft, at the end of the preliminary investigation period by the bodies of the Ministry of Internal Affairs of the Republic of Kazakhstan. In case of detection of a stolen vehicle after the Insurer has made an insurance payment for theft/theft, the Insured is obliged to return the received insurance indemnity to the Insurer within 30 business days. If the Insured refuses the vehicle, he is obliged to transfer it to the Insurer, as well as the ownership right to it, confirmed by documents.</p>
<p>Grounds for the Insurer's exemption from the insurance payment:</p>	<p>1. The following is not an insured event and is not subject to compensation under the insurance policy:</p> <ul style="list-style-type: none"> ✓ loss of marketable condition of the vehicle; ✓ damage caused to the property of the Insured/Insured and/or the passenger that was in the vehicle at the time of the insured event; ✓ natural wear and corrosion of the vehicle; ✓ mechanical/electrical malfunction and (or) breakdown during operation, which led to the occurrence of an insured event; ✓ loss or damage to the awning or coating of the vehicle (protective coatings and films on the body and glass/optics applied on top of the factory paint/glass); ✓ 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 vehicle as a result of the warned risks; ✓ losses caused to the vehicle 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 the vehicle as a result of a 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 vehicle. ✓ loss or theft of property located in the vehicle, during or immediately after the insured event. <p>2. The insurer is exempt from making the insurance payment if the insured event occurred as a result of:</p> <ul style="list-style-type: none"> ✓ operation by the Insured/Insured of a technically defective vehicle, when its technical condition and equipment are included in the list of malfunctions and conditions under which the operation of the vehicle is prohibited; ✓ driving a vehicle by a person who does not have a valid driver's license; ✓ driving a vehicle by a person in a state of alcoholic, narcotic, toxic or other intoxication; ✓ transportation by the Insured/Insured in the Vehicle of hazardous substances and items prohibited for transportation; ✓ theft and theft of the vehicle together with the keys and (or) alarm control panels left in it (together or separately) and/or the certificate of state registration of the vehicle; ✓ events that occurred during the use of the vehicle in contests, betting, sports events, for training purposes, test drive, leasing or rental. <p>3. The following actions of the Insured may be the basis for the Insurer's refusal to make the insurance payment:</p>

	<ul style="list-style-type: none"> ✓ communication by the Insured/Insured to the Insurer of knowingly false information about the vehicle when concluding the 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 Vehicle for inspection of its technical condition during the validity period of the insurance policy, as well as failure to provide the Insurer with access to the damaged Vehicle (before and/or after its repair) or its remains, or damaged parts, parts and accessories, additional equipment or remnants 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/Beneficiary of the 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 Policy under this Program; ✓ 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; ✓ in other cases provided for by the Insurance Rules.
<p>Documents required for consideration of the issue of insurance payment:</p>	<p>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:</p> <ul style="list-style-type: none"> ✓ 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, identity card 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 for a legal entity; ✓ 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: <ul style="list-style-type: none"> - Photo report of aircraft damage, defect report and detailed invoice for payment, 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. For the risk of "total loss", provide a report on the assessment of the damage caused, determining the usable residues and their value; ✓ 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; <p>Depending on the type of insured event:</p> <ul style="list-style-type: none"> ✓ <u>in case of an accident</u>: documents of the internal affairs bodies: a protocol on violation of traffic rules, a resolution on an administrative offense, a scheme of an accident, an addendum to the protocol on 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 which is a decision on the case if a criminal case was initiated on the fact of an accident, and the materials were submitted to the court. These documents are not provided when choosing the terms of insurance "without documents of the traffic police for the risk of "accident"; ✓ <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 illegal 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 of third parties), decision (sentence) of the court. At the time of making a decision on making an 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 stolen; originals of all registration documents for the aircraft, certificate of registration of the aircraft or a resolution on its seizure or absence (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; <p>2. The burden of collecting and providing documents confirming the fact of occurrence and circumstances of the event, damage caused as a result of the occurrence of the event lies with the Insured. The Insurer shall bear the costs of drawing</p>

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		up an appraisal report by an independent appraiser at the direction of the Insurer necessary to exercise the right of claim against the person responsible for the damage caused. 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:		Approved by the decision of the authorized body of the Insurer.	
Insurance area:		Kazakhstan.	
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.	
Inspection of motor vehicles:		Not necessarily	
Special conditions:	PACKAGE OF INSURANCE CONDITIONS	1. The insurance program provides for two insurance options: 2. For advertising purposes, the Insurance Program is assigned two names in accordance with the provided insurance conditions:	
		Option No1 - "JACComTech"	Option No2 – "JAComTech Plus"
	Insured risks	"All risks"	"All risks"
	Franchise is unconditional	In case of partial damage to the vehicle – 3%; In case of total destruction (loss) of the vehicle, as well as the risks of theft, theft - 10% of the insured amount;	In case of partial damage to the vehicle – 0.5%; In case of total destruction (loss) of the vehicle, as well as the risks of theft, theft - 10% of the insured amount;
	Territory of insurance	Kazakhstan	Kazakhstan
	Age of the vehicle	Up to 5 years	Up to 5 years
	Insurance payout (optional)	1) Specialized STO (SpetsSTO) without taking into account depreciation and amortization. 2) With documents of the traffic police on the risk of "accident".	1) Specialized STO (SpetsSTO) without taking into account depreciation and amortization. 2) Without documents of the traffic police "at the risk of an accident", if the damage does not exceed 1,000,000 tenge and there are no persons whose life and health have been harmed.
	Method of payment of the insurance premium	Payment of the insurance premium is made by the Insured or can be made by a third party in favor of the Insured.	Payment of the insurance premium is made by the Insured.
Additional conditions:		1. Early termination of the Policy at the initiative of the Insured is made only if there is a written application of the Insured. 2. The calculation of the part of the premium to be returned to the Insured is made from the next day from the date of submission of the application for termination of the Policy to the Insurer. The refund of the insurance premium is made within 5 (five) business days after the submission of all the necessary documents confirming the reason for termination of the Policy. 3. The Insurer shall return to the Insurant-individual 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 Policy if the Policy is terminated at the initiative of the Insured-individual within 14 days from the date of its conclusion. 4. In the event that the Policy is terminated at the initiative of the Insured, 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 an 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). 5. In the event that the Policy related to the loan agreement is terminated at the initiative of the Insured-individual due to the fulfillment of obligations by the Insured-individual to the lender under the loan agreement, the Insurer shall return to the Insured-individual the received insurance premium minus a part of the insurance premium in proportion to the time during which the Policy was in effect and the costs associated with the termination of the Policy, not exceeding 10% of the insurance premium received. 6. If the Insurer has made any insurance payment to the Insured under the Policy or there is a claimed loss under the Agreement, then in this case the insurance premium is not returned to the Insured. Everything that is not stipulated by the Insurance Policy is regulated by the Rules of Voluntary Motor Vehicle Insurance of Basel Insurance JSC, and in terms of appendices by Appendix No10 to the Rules of Voluntary Motor Vehicle Insurance of Basel Insurance JSC, approved by the decision of the Board of Directors.	