

**"APPROVED"**  
Resolution of the Board of Directors  
Insurance Company Basel JSC  
Minutes of the meeting  
dated April 03, 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**

<b>Insurance Class:</b>	Voluntary insurance of road transport.
<b>Policyholder:</b>	An individual or a legal entity that is the owner (owner) of the insured vehicle (hereinafter referred to as the vehicle) on the right of ownership, lease or other grounds that do 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.
<b>Beneficiary:</b>	<p><b>1. In case of theft, theft, total destruction/loss of the vehicle:</b></p> <p>1) Insured.</p> <p><b>If the vehicle was purchased on credit:</b></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><b>2. In case of damage to the vehicle:</b></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>
<b>Insured:</b>	<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 on any legal basis.</p>
<b>Insurance restrictions:</b>	<p><b>Vehicles in the following categories are not accepted for insurance:</b></p> <ul style="list-style-type: none"> <li>✓ Ambulances, vehicles of pharmaceutical companies and vehicles for medical representatives;</li> <li>✓ A vehicle specially adapted or specially designed for use by military and/or law enforcement agencies;</li> <li>✓ a vehicle operated within the closed (without public access) territory of the airport;</li> <li>✓ Vehicle participating in sports competitions, training purposes and test drive;</li> <li>✓ A vehicle rented, leased, rented and/or operating in taxi mode.</li> <li>✓ 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.</li> </ul> <p><b>The insurance program does not cover:</b></p> <ol style="list-style-type: none"> <li>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);</li> <li>2) damage to a vehicle intended for: <ul style="list-style-type: none"> <li>✓ 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;</li> <li>✓ renting, leasing, renting;</li> </ul> </li> <li>3) accident on the vehicle;</li> <li>4) motor warehouses and vehicle storage areas, except for car parks and parking lots;</li> <li>5) breakdown of vehicle mechanisms not caused by an insured event.</li> </ol>
<b>Object of insurance:</b>	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.
<b>Insured event:</b>	<p><b>An insured event is the damage or loss (total loss) of the vehicle as a result of the following events ("All risks"):</b></p> <ol style="list-style-type: none"> <li>1) a traffic accident;</li> <li>2) natural disasters, 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;</li> <li>3) illegal actions of third parties;</li> <li>4) fire, explosion, spontaneous combustion;</li> <li>5) any external mechanical or physical impact;</li> <li>6) theft and theft of vehicles.</li> </ol>
<b>Insurance amount, insurance premium and tariff from the insured amount:</b>	<p>Insured amount for vehicle insurance is 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 premium - 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.</p>
<b>Procedure and terms of payment of the insurance premium:</b>	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.
<b>Procedure and conditions for making an insurance payment:</b>	<ol style="list-style-type: none"> <li>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.</li> <li>2. The insurance payment is made depending on the conditions chosen by the Insured: <ul style="list-style-type: none"> <li>✓ with documents of the traffic police;</li> <li>✓ without documents of the traffic police, if the damage does not exceed 1,000,000 (one million) tenge.</li> </ul> </li> <li>3. The amount of damage is determined on the basis of: <ul style="list-style-type: none"> <li>✓ defect report and detailed invoice for the repair of the vehicle issued by the service station;</li> <li>✓ defect Act and a detailed invoice for the repair of the vehicle issued by the Special Service Station.</li> </ul> </li> <li>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.</li> <li>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</li> </ol>

	<p>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.</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"> <li>✓ <b>In case of theft, total destruction/loss of the vehicle, including total loss as a result of theft</b> - the total insurance amount minus the deductible specified in the Policy;</li> <li>✓ <b>In case of total loss of the vehicle, including total loss as a result of theft:</b> <ul style="list-style-type: none"> <li>- the total insurance amount minus the deductible specified in the Policy, as well as the cost of saleable spare parts and aircraft utilization 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;</li> <li>- the total insurance amount minus the deductible 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 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. It must be deregistered with the authorized state body for road safety and customs for sale.</li> </ul> </li> <li>✓ <b>In case of partial damage, including damage as a result of theft</b> caused by the vehicle, 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.</li> </ul> <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 aircraft is established in case of destruction of the aircraft, in which case the appraiser recommended by the Insurer or 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 aircraft 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 specified in the defect report and the detailed invoice for payment is equal to or exceeds the amount of more than 1,000,000 (one million) tenge, and the Insured has chosen the condition "Insurance payment is made without documents of the traffic police" 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. At the same time, the burden of erroneous preliminary assessment of the amount of the damage is borne by the Insured/Insured.</p> <p>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.</p> <p>14. Insurance payment for stolen/stolen vehicle 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 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><b>Grounds for the Insurer's exemption from the insurance payment:</b></p>	<p>1. <b>The following is not an insured event and is not subject to compensation under the insurance policy:</b></p> <ul style="list-style-type: none"> <li>✓ loss of marketable condition of the vehicle;</li> <li>✓ 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;</li> <li>✓ natural wear and corrosion of the vehicle;</li> <li>✓ mechanical/electrical malfunction and (or) breakdown during operation, which led to the occurrence of an insured event;</li> <li>✓ <input checked="" type="checkbox"/> 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);</li> <li>✓ 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;</li> <li>✓ 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;</li> <li>✓ damage caused to the vehicle as a result of a fire resulting from installation, self-installation, additional equipment not provided by the manufacturer;</li> <li>✓ expenses of the Insured/Insured/Beneficiary incurred to determine the cost of damage caused to the vehicle.</li> </ul> <p>2. <b>The insurer is exempt from making the insurance payment if the insured event occurred as a result of:</b></p> <ul style="list-style-type: none"> <li>✓ 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;</li> <li>✓ driving a vehicle by a person who does not have a valid driver's license;</li> <li>✓ driving a vehicle by a person in a state of alcoholic, narcotic, toxic or other intoxication;</li> <li>✓ transportation by the Insured/Insured in the Vehicle of hazardous substances and items prohibited for transportation;</li> <li>✓ loss or theft of property located in the vehicle, during or immediately after the insured event;</li> <li>✓ theft and theft of the vehicle together with the keys and (or) control panels left in it (together or separately) the alarm control panels from it and/or the certificate of state registration of the vehicle;</li> </ul>

	<ul style="list-style-type: none"> <li>✓ 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;</li> <li>✓ events that occurred during the use of the vehicle in contests, betting, sports events, for training purposes, test drive, renting, leasing or rental.</li> </ul> <p><b>3. The following actions of the Insured may be the basis for the Insurer's refusal to make the insurance payment:</b></p> <ul style="list-style-type: none"> <li>✓ 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;</li> <li>✓ deliberate failure of the Insured/Insured to take measures to reduce losses from the insured event;</li> <li>✓ 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;</li> <li>✓ failure by the Insured/Insured to notify the Insurer of the increase in insurance risk;</li> <li>✓ 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;</li> <li>✓ if the Insured/Insured has fled from the scene of the insured event;</li> <li>✓ 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;</li> <li>✓ receipt by the Insured/Insured/Beneficiary of the appropriate compensation for damage from the person guilty of causing the damage;</li> <li>✓ 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;</li> <li>✓ 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;</li> <li>✓ violations of the terms of the Policy under this Program;</li> <li>✓ in other cases provided for by the legislation of the Republic of Kazakhstan.</li> </ul>
<p><b>Documents required for consideration of the issue of insurance payment:</b></p>	<ul style="list-style-type: none"> <li>✓ To consider the issue of insurance payment, the Insured/Insured is obliged to provide the Insurer's representative, depending on the type of insured event, with an application for insurance payment and the following documents: <b>Subject to insurance under the JACComTech program:</b></li> <li>✓ an application for the occurrence of an insured event (event) indicating information about the Policy;</li> <li>✓ a copy of the vehicle registration certificate;</li> <li>✓ a copy of the driver's license of the person driving the vehicle at the time of the accident;</li> <li>✓ 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);</li> <li>✓ To confirm the amount of damage: <ul style="list-style-type: none"> <li>- 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;</li> <li>- a report on the cost of saleable spare parts and aircraft utilization residues made by an appraiser recommended by the Insurer.</li> </ul> </li> <li>✓ <b>Subject to insurance under the JACComTech Plus program:</b></li> <li>✓ an application for the occurrence of an insured event (event) indicating information about the Policy;</li> <li>✓ a copy of the vehicle registration certificate;</li> <li>✓ a copy of the driver's license;</li> <li>✓ a copy of the document confirming the legal driving of the vehicle (power of attorney and/or waybill (for legal entities));</li> <li>✓ 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);</li> <li>✓ a photo report of damage to the vehicle, a defect report and a detailed invoice for payment, as well as an act of work performed (on the completion of work) for the restoration of the vehicle 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;</li> <li>✓ in case of total loss of the vehicle - a report on the assessment of the damaged vehicle, drawn up by an independent appraiser recommended by the Insurer, with the determination of the value of the spare and disposal residues of the vehicle suitable for sale, documents confirming the right to receive insurance payment (power of attorney, certificate of inheritance, etc.);</li> <li>✓ 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.</li> <li>✓ <b>in case of an accident and other transport accident:</b> documents of the internal affairs authorities: a protocol on the violation of traffic rules, a resolution on an administrative offense, a scheme of the accident, an addendum to the protocol on the violation of traffic rules, explanatory statements of the participants of the accident to the internal affairs bodies, 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 legal force, or other a procedural document issued by the court and representing 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.</li> <li>✓ <b>in case of natural disasters:</b> documents of fire supervision bodies or investigative bodies (including fire report, act of fire technical expertise on the causes of fire, etc.); hydrometeorological or seismological services, the Ministry of Emergency Situations or other competent authorities;</li> <li>✓ <b>in case of unlawful actions of third parties, including theft and theft of vehicles:</b> 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</li> </ul>

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		<p>criminal case, resolutions concerning the procedural progress 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 the illegal actions of third parties persons), a decision (sentence) of the court. At the time of making a decision to make an insurance payment, the Insurer has the right to require the Insured to provide a certificate from the internal affairs authorities that the vehicle continues to be listed as stolen or embezzled; originals of all registration documents for the vehicle, a certificate of registration of the vehicle 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 the vehicle, all sets of keys for the vehicle and key fobs from the alarm system.</p> <ul style="list-style-type: none"><li>✓ 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, as well as the costs associated with the assessment shall be borne by the Insured.</li><li>✓ Documents of the competent authorities must be submitted in the original or a copy certified by the seal and signature of the responsible person of the competent authority that issued the document.</li><li>✓ Acceptance of documents on the claimed insured event shall be formalized by the Insurer by issuing to the Insured a certificate of accepted documents.</li><li>✓ The list and number of documents specified in the insurance policy, the Insurance Program and the Rules of Voluntary Motor Vehicle Insurance of Basel JSC (hereinafter referred to as the Insurance Rules) may be reduced or supplemented at the discretion of the Insurer, if the Insurer cannot unequivocally decide on the presence or absence of the insured event and the amount of damage caused to the insured vehicle without providing the additionally requested documents.</li></ul>	
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:		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	<ul style="list-style-type: none"><li>1. The insurance program provides for two insurance options:</li><li>2. For advertising purposes, the Insurance Program is assigned two names in accordance with the provided insurance conditions:</li></ul>	
		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 insurance 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 insurance 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.	1) Specialized STO (SpetsSTO) without taking into account depreciation and amortization. 2) Without documents of the traffic police, if the damage does not exceed 1,000,000 tenge.
	Method of payment of the insurance premium	Payment of the insurance premium is made by the Dealer Center in favor of the Insured.	Payment of the insurance premium is made by the Insured.
Additional conditions:		<ul style="list-style-type: none"><li>1. Early termination of the Policy at the initiative of the Insured is made only if there is a written application of the Insured.</li><li>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.</li><li>3. 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 Policy if the Policy is terminated at the initiative of the Insured before 14 days from the date of its conclusion.</li><li>4. If the Policy 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: <math display="block">ЧСП = СП * n / N / 2, где:</math> 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)</li></ul> <p>In the event that the Policy related to the loan agreement is terminated at the initiative of the Policyholder due to the fulfillment of the Policyholder's obligations to the lender under the loan agreement, the Insurer shall return to the Policyholder 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. 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.</p>	