



VOLUNTARY INSURANCE PROGRAM AUTO COMFORT ROAD TRANSPORT

APPENDIX No 5 BASE TO THE RULES OF VOLUNTARY INSURANCE OF MOTOR TRANSPORT BASEL INSURANCE COMPANY JSC

| Insurance Class: | Voluntary insurance of road transport. |
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| Policyholder: | An individual or legal entity that is the owner of the insured motor vehicle (hereinafter referred to as the AT) on the basis of the right of ownership, lease. The Policyholder is also the Insured, unless otherwise specified in the terms of the Insurance Policy (hereinafter referred |
| Beneficiary: | In case of theft, theft, total destruction/loss of AT: Insured. In terms of risk of damage to the aircraft according to the Policy: (Insured, Service Station (hereinafter referred to as the Service Station) recommended by the Insurer, Special Service Station*). * Service station - where the Insured's aircraft is serviced. In case the aircraft is purchased on credit: 1) The organization that issued the loan secured by the vehicle, within the amount of debt under the loan/credit agreement 2) The insured, in the part exceeding the amount of debt under the loan/credit agreement. |
| Insured: | Insurant is a legal entity – persons on the basis of a power of attorney or a waybill. 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). |
| Insurance restrictions: | An aircraft not older than 20 (twenty) years old at the time of conclusion of the Policy, registered in the territory of the Republic of Kazakhstan in the following categories, is accepted for insurance: Passenger cars, minivans (up to 8 seats); Trailers for passenger aircraft; Cargo AT; Trailers for cargo aircraft; Minibuses (from 9 to 16 seats), buses (over 16 seats). Aircraft are not accepted for insurance in the following categories: Motor transport; AT used in taxi mode; AT art olipating in sports events, training purposes, test drive; Special construction equipment; Agricultural machinery; 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 not registered with the authorized body of the Republic of Kazakhstan; Aircraft of any category over 20 (twenty) years old. The insurance program does not cover: damage to or liability for goods transported in connection with the performance of any type of business activity on any aircraft insured under the Policy (including goods in transit); 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; I leased aircraft, except for leasing and renting aircraft; I breakdown of aircraft mechanisms not caused by an insured event. This Program provides for insurance of aircraft worth up to 20,000,000 (twenty million) tenge inclusive, if this amount is exceeded, it is necessary to coordinate with the Underwriting Department. |
| Object of insurance: | Property interests of the Insured that do not contradict the legislation of the Republic of Kazakhstan related to the possession, use, disposal of the aircraft, as a result of its damage or loss (destruction) during the validity period of the Policy. |
| Insured event: | An insured event is the damage or loss (total loss) of aircraft as a result of the following events: road traffic accident (hereinafter referred to as the RTA) - an event that occurred in the process of movement only on the road of the insured aircraft and with its participation; falling objects – falling of any object on the insured aircraft (snow, ice, etc.); fire – the occurrence of fire outside the places specially designed for its ignition and maintenance, or the spread beyond their boundaries and the ability to spread independently; explosion is a fast-moving physical or physicochemical process that takes place with a significant release of energy in a small volume in a short period of time and leads to shock, vibration and thermal effects on the environment due to the high-speed expansion of explosion products; lightning strike - a direct lightning strike on the insured property; 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; illegal actions of third parties , including damage to aircraft as a result of theft (unlawful seizure of aircraft without the purpose of theft); theft - unlawful seizure of aircraft without the purpose of theft, including damage as a result of theft of aircraft; |

| | Theft is a secret theft of someone else's property. |
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| | AT can be insured under one of the following options: |
| | Option 1 – "All risks" |
| | Option 2 – "All risks except theft, theft" |
| | Option 3 – "Accident" |
| Insurance amount, insurance | Insurance amount is the actual value of the vehicle as of the date of the Policy. |
| premium and tariff from the insured | Insurance rate - approved by the decision of the authorized body of the Insurer, within the tariff by class (0.104% - |
| amount: | 16.8939%). |
| Procedure and terms of payment of | The Insurance Premium shall be paid by the Insured in a lump sum in cash/non-cash payment within 3 (three) days from |
| the insurance premium: | the date of conclusion of the Policy to the bank account or to the cash desk of the Insurer. |
| Franchise: | It is approved by the decision of the authorized body of the Insurer within the limits of (0%-10% of the insured amount). |
| Transmise. | 1. It is carried out to the Beneficiary in the amount of actual damage, but not more than the insurance amount |
| Insurance payment: | , |
| | established by the Policy. 2. The amount of damage is determined depending on the insurance conditions chosen by the Insured: |
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| | ✓ On the basis of an appraisal report taking into account depreciation conducted by an independent |
| | appraiser recommended by the Insurer; |
| | ✓ defect report and detailed invoice for aircraft repair issued by the service station (hereinafter referred |
| | to as the service station) recommended by the Insurer; |
| | ✓ defect Act and a detailed invoice for the repair of aircraft issued by the Special Service Station. |
| 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 % | It is approved by the decision of the authorized body of the Insurer, within the framework of internal policy. |
| gross: | To approve by the accision of the authorized body of the insurer, within the framework of internal policy. |
| Insurance area: | Republic of Kazakhstan; Republic of Kazakhstan + Kyrgyz Republic |
| V-P-P- | The term of insurance is 12 months. At the request of the Insured, it is less than a year. |
| Validity period of the Insurance | The Policy comes into force on the day following the day of payment of the insurance premium and is valid until the end |
| Policy: | 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. |
| | After signing the application for aircraft insurance, the traffic safety inspector or the Insurer's representative must |
| Inspection of motor vehicles: | |
| | inspect the aircraft and fill out the Inspection Report. |
| | 1. 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: |
| | 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: |
| | - 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 |
| Documents required for consideration of the issue of insurance payment: | 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; |
| | - report on the assessment of the damage caused by the appraiser recommended by the Insurer; |
| | ✓ 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; |
| | Depending on the type of insured event: |
| | in case of an accident: 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 which is a decision on the case in the event that a criminal case was initiated on the fact of the |
| | 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; |
| | ✓ in case of illegal actions of third parties, including theft and theft of aircraft: 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 |
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- 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;
- 2. The burden of collecting and providing documents confirming the occurrence and circumstances of the event, the damage caused as a result of the occurrence of the event lies with the Insured. The Insurer shall bear the costs of drawing 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 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.
- 4. Acceptance of documents on the claimed insured event shall be formalized by the Insurer by issuing to the Insured a certificate of accepted documents.
- 5. The list and number of documents required for consideration and decision-making on making and/or refusal to make an insurance payment may be reduced at the discretion of the Insurer.
- 1. The insurance payment is made depending on the conditions chosen by the Insured:
 - 1) Without providing documents from the traffic police on the risk of "accident" in the following cases:
 - ✓ if the damage does not exceed 20% of the insured amount, but not more than 1,000,000 tenge (if the value of the aircraft is more than 5,000,000 tenge);
 - ✓ if the damage does not exceed 10% of the insured amount, but not more than 500,000 tenge (if the cost of aircraft is up to 5,000,000 tenge).

In the above cases, if the Insured/Insured does not apply to the traffic police, the Insured/Insured is obliged to call the Call Center of the Insurance Company and call the traffic safety inspector/representative of the Insurer to the scene of the assident

- 2) In any case, the Insured/Insured is obliged to call and wait for the traffic police officers and record the fact of the accident in the manner prescribed by the legislation of the Republic of Kazakhstan in the following cases:
 - ✓ If the option "Traffic police documents are required" is selected in the Policy;
 - ✓ If there is the fault of third parties and the fact of causing harm to the life and health of people:
 - If other participants in the accident insist on contacting the competent authorities;
 - ✓ If the damage exceeds the amount established by the terms of insurance specified in the Policy.
- 2. The Insurer shall make a decision on 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 Program.
- 3. In case of detection of the need to correct the documents specified in the insurance policy, the period for consideration of documents for making an insurance payment shall be suspended for the period of their correction, of which the Insurer shall notify the Insurant/Insured/Beneficiary in writing within 5 (five) business days from the date of discovery of the need to correct the documents. The specified period shall be renewed anew from the date of submission of the corrected documents to the Insurer.
- 4. 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 (Insurer's employee/traffic safety commissioner), 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.
- Under the insurance policy, the Insurer has the right to reimburse the Beneficiary:
 - ✓ In case of theft (theft) of AT, the insurance amount minus the deductible specified in the insurance policy, taking into account the terms of the Policy and the Insurance Rules;
 - ✓ In case of total loss of AT:
 - the insurance amount minus the deductible specified in the Policy, as well as the cost of saleable spare parts and utilization residues of the aircraft, which is determined by an independent appraiser recommended by the Insurer, taking into account the terms of the Policy and the Insurance Rules;
 - the sum insured minus the deductible specified in the Policy, taking into account the terms of the Policy and the Insurance Rules, provided that the Insured transfers to the Insurer suitable for sale spare parts and utilization 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 Policy and the Insurance Rules, the cost of restoration repair of the aircraft, which is determined on the basis of a defect report and a detailed invoice for payment of service stations/special service stations or an assessment report drawn up by an independent appraiser recommended by the Insurer, taking into account depreciation.
- **6.** 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.
- 7. The total loss (constructive loss) of the vehicle shall be established in case of destruction of the vehicle, 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 vehicle established on the date of conclusion of the Policy.
- After making an insurance payment for any insured event, the insurance premium is not refunded in case of early termination of the Policy.

Procedure and conditions for making an insurance payment:

- 9. In the event that the amount of insurance payments for insured events that occurred during the insurance period in total reaches the limits of the insured amount specified in the Policy, the Insurer is fully exempt from liability for the following insured events in relation to the aircraft.
 10. In the event that the actual damage determined in the defect report and the detailed invoice for payment/in the assessment report conducted by an independent appraiser recommended by the Insurer exceeds the damage previously estimated by the Insured/Insured in the amount exceeding the amount provided for by the Policy, the Insurer has the right to make an insurance payment not exceeding the amount provided for by the Policy. The burden of erroneous preliminary assessment of the amount of damage lies with the Insured/Insured.
 - 11. 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.
 - 12. 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 aircraft after the Insurer has made the insurance payment for theft, the Insured is obliged to return the received insurance payment 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.
 - 1. The program provides insurance for:
 - ✓ easily removable aircraft parts;
 - ✓ additional aircraft equipment.
 - 2. Early termination of the Policy at the initiative of the Insured is made only if there is a written application of the Insured.
 - 3. The calculation of the part of the premium to be returned to the Policyholder 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 provision of all necessary documents confirming the reason for termination of the Policy.
 - 4. 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.
 - 5. In the event that the Policy is terminated at the initiative of the Insured, except for clause 4, the Insurer shall return to the Insured a part of the insurance premium for the unexpired insurance period minus 30% 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: NAV = 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).

- 6. 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.
- 7. 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.
- 8. Everything that is not stipulated by this Insurance Program is regulated in accordance with the Insurance Rules.

Additional conditions: