

"APPROVED"
Resolution of the Board of Directors
Insurance Company Basel JSC
Minutes of the meeting
№ 05/23 of February 01, 2023

VOLUNTARY MOTOR VEHICLE INSURANCE PROGRAM "CAR DEALER"

APPENDIX No 4
TO THE RULES OF VOLUNTARY INSURANCE OF MOTOR VEHICLES
BASEL INSURANCE COMPANY JSC

Almaty 2023

**VOLUNTARY INSURANCE PROGRAM
AUTOMOBILE TRANSPORT "AUTODEALER"**

**APPENDIX No 4
TO THE RULES OF VOLUNTARY INSURANCE OF MOTOR VEHICLES
BASEL INSURANCE COMPANY JSC (hereinafter referred to as the Insurance Rules)**

Insurance Class:	Voluntary insurance of road transport.
Policyholder:	An individual or 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.
Beneficiary:	<p>1. In case of partial damage, at the Insured's choice at the time of issuing the Policy:</p> <ul style="list-style-type: none"> ✓ Dealer center or, if it is not available at the place of operation of the vehicle, the Service Station recommended by the dealer center (hereinafter referred to as the Special Service Station); ✓ service stations on the recommendation of the Insurer; ✓ Policyholder. <p>2. In case of total loss, theft and theft - the Insured (the owner of the vehicle).</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>
Insured:	Persons allowed to operate a vehicle on any legal basis.
Insurance restrictions:	<p><u>The insurance covers the following vehicles:</u></p> <ol style="list-style-type: none"> 1) New vehicles without mileage, 2) Used vehicles not older than 20 years. <p><u>Vehicles in the following categories are not accepted for insurance:</u></p> <ul style="list-style-type: none"> ✓ Ambulances; ✓ 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 that is rented and operates in taxi mode. <p><u>The insurance program does not cover:</u></p> <ol style="list-style-type: none"> 1) damage or liability for goods transported in connection with the performance of any type of business activity on any vehicle insured under the Policy (including goods in transit); 2) Ownership, operation, maintenance of any vehicle designed 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 and/or operating in taxi mode; ✓ damage caused to third parties; ✓ 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>In accordance with the insurance policy, insured events are recognized as damage or loss (destruction) of the vehicle as a result of the following event:</p> <ol style="list-style-type: none"> 1) a traffic accident; 2) Disaster; 3) illegal actions of third parties, including theft and theft of vehicles; 4) fire, explosion, spontaneous combustion; 5) any external mechanical or physical impact; 6) falling objects – falling of any object on the insured vehicle (snow, ice, etc.) 7) lightning strike is a direct lightning strike on the insured vehicle.
Sum insured:	The insured amount (actual/market value of the vehicle) is determined in the insurance policy and is indicated in the national currency of the Republic of Kazakhstan - tenge.
Insurance tariff:	It is determined on the basis of the class rate approved by the Insurer (0.104% – 16.8939%).
Insurance:	The insurance premium is determined in the insurance policy and is indicated in the national currency of the Republic of Kazakhstan - tenge.
Procedure and terms of payment of the insurance premium:	By a lump sum in cash/non-cash payment to the bank account or cash desk of the Insurer/Dealer Center on the day of conclusion of the insurance policy.
Franchise:	Approved by the decision of the authorized body of the Insurer, within the framework of internal policy (0%-10%).
Insurance agent/broker information:	The program provides for the issuance of insurance 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 of the insurance policy:	The insurance policy comes into force at the time of payment of the insurance premium and is valid until the expiration of the insurance policy or the insurance payment in the amount of the insurance amount under the insurance policy.
Special conditions:	<ol style="list-style-type: none"> 1. Tow truck services up to 20,000 (twenty thousand) tenge only in case of an insured event. 2. The ability to receive an insurance payment without documents from the competent authorities, if the amount of damage caused to the vehicle does not exceed 500,000 (five hundred thousand) tenge and there are no persons whose life and health were harmed. 3. The ability to receive an insurance payment without documents from the competent authorities in case of damage to the windshield and the absence of other damage - no more than once during the validity period of the insurance contract. 4. The Insured has the right to install gas cylinder equipment on the vehicle, while the surcharge to the Insurer is 0.25% of the insured amount of the vehicle. When installing gas cylinder equipment, the parties make changes to the insurance policy.
Form of insurance policy:	An insurance policy is issued by issuing it on paper or in electronic form.
Form of the Application Form:	The application form can be submitted on paper or in electronic form and is an integral part of the Policy.

Inspection of motor vehicles:	<p>Prior to the conclusion of the Policy, the Insurer has the right to inspect the vehicle with the preparation of a vehicle inspection report. At the request of the Insurer, the Insured is obliged to provide the vehicle for inspection to the Insurer before the conclusion of the insurance contract or upon the occurrence of an insured event.</p>
Documents required for consideration of the issue of insurance payment:	<p>1. To consider the issue of insurance payment, the Insurant/Insured shall be obliged to submit to the representative of the Insurer, depending on the type of insured accident, 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 the vehicle; ✓ a copy of the driver's license of the person driving the vehicle at the time of the accident; ✓ a copy of the document confirming the legal driving of the vehicle (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 conditions specified in the "Special Conditions" section: ✓ photo report of damage to the vehicle, defect report and detailed invoice for payment, service station/Special Service Station 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/repared 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; ✓ 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. ✓ <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 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. ✓ <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 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; ✓ <u>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 crime scene inspection protocol; other documents drawn up by specially authorized bodies (commissions) carrying out investigation, classification and registration of events considered as insured events, or confirming the fact of occurrence of an insured event.</u> <p>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, as well as the costs associated with the assessment shall be borne by the Insured.</p> <p>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.</p> <p>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.</p> <p>6. The list and number of documents required for consideration and decision-making on an event bearing signs of an insured accident may be reduced at the discretion of the Insurer.</p>
Procedure and conditions for making an insurance payment:	<ol style="list-style-type: none"> 1. 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 Policy, taking into account the conditions specified in the section "Special Conditions." 2. In case of detection of the need for correction/insufficiency of the documents specified in the insurance policy, the period of consideration of documents for making the insurance payment shall be suspended for the period of their correction/submission, 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 for correction/insufficiency of documents. The specified period shall be renewed anew from the date of submission of the corrected documents to the Insurer. 3. The insurance indemnity includes compensation for repair and (or) replacement of only technical damaged parts and parts of the vehicle body, which were damaged as a result of the insured event, and recorded by the Insurer's representative (an employee of the Insurer and/or the Dealer Center, 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. 4. <i>Under the insurance policy, the Insurer has the right to reimburse the Beneficiary:</i> <ul style="list-style-type: none"> ✓ In case of theft (theft) of the vehicle, the insurance amount minus the deductible specified in the Policy, taking into account the terms of the Policy and the Insurance Rules; ✓ In case of total loss of the vehicle at the Insurer's choice: <ul style="list-style-type: none"> ➢ the insurance amount minus the deductible specified in the insurance policy, as well as the cost of saleable spare parts and disposal residues of the vehicle, which is determined by an independent certified appraiser recommended by the Insurer, taking into account the terms of the insurance policy and the Insurance Rules; ➢ the 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 drawing up an acceptance

	<p>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. In order to transfer the vehicle to the Insurer, it must be deregistered with the authorized state body for road safety and customs for sale.</p> <ul style="list-style-type: none"> ✓ In case of partial damage caused to the vehicle, taking into account the terms of the Policy and the Insurance Rules, the cost of restoration repair of the vehicle, which is determined on the basis of the defect report and a detailed invoice for payment by the Dealer Center or Special Service Station. <p>5. 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 comply with the instructions of the Insurer.</p> <p>6. 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.</p> <p>7. If the insured amount is less than the actual value of the Vehicle as of the date of conclusion of the Policy, then the insurance payment is made in proportion to the ratio of the insured amount to the actual value of the Vehicle as of the date of conclusion of the Policy. If the insured amount exceeds the actual value of the Vehicle as of the date of conclusion of the Policy, the insurance is invalid to the extent exceeding the actual value of the Vehicle as of the date of conclusion of the Policy. The fact of discrepancy between the insured amount and the actual value of the vehicle may be established by the Insurer in the event of an insured event.</p> <p>8. After making an insurance payment for any insured event, the insurance premium is not refunded in case of early termination of the Policy.</p> <p>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 completely exempt from liability for the following insured events in relation to the vehicle.</p> <p>10. In the event that the actual damage specified in the defect report and the detailed invoice for payment of the Dealer Center exceeds the damage previously estimated by the Insured/Insured in the amount of more than 500,000 (five hundred thousand) tenge and the Insured/Insured has not provided documents from the traffic police, the Insurer has the right to make an insurance payment of no more than 500,000 (five hundred thousand) tenge. In this case, the burden of erroneous preliminary assessment of the amount of damage lies with the Insured/Insured.</p> <p>11. 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>12. 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, 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>13. The decision on insurance payment with or without depreciation is made by the authorized body of the Insurer, within the framework of the internal policy and is indicated in each specific case.</p>
<p>Grounds for exemption Insurer in 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 malfunctions and (or) breakdowns during operation; ✓ 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 in case 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 hazardous 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 the installation of independent installation of additional equipment not provided by the manufacturer or without the involvement of specialists of the Dealer Center; ✓ expenses of the Insured/Insured/Beneficiary incurred to determine the cost of damage caused to the vehicle. <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 or toxic intoxication; ✓ transportation by the Insured/Insured in the Vehicle of hazardous substances and items prohibited for transportation; ✓ loss or theft of property located in the vehicle, during or immediately after the insured event; ✓ theft (loss), separately from the theft of the vehicle, standard accessories, namely: wheel covers, brand names, emblems, windshield wipers, antennas, additionally installed lighting equipment; ✓ damage to the rims and tires of the vehicle, except for cases where there was no damage to the suspension or body parts of the vehicle; ✓ theft (loss) or damage of additional equipment and accessories installed in/on the Vehicle, if they are not included in its configuration determined by the manufacturer for this model or were not purchased and installed at the Dealer Center when purchasing the Vehicle; ✓ 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; ✓ 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 the vehicle in contests, betting, sports events, for training purposes, test drive, renting, 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

	<p>concluding an insurance policy, insurance risk, insured event and its consequences;</p> <ul style="list-style-type: none"> ✓ deliberate failure by the Insured/Insured to take measures to mitigate losses from the insured event; ✓ obstruction by the Insured/Insured of the Insurer in the investigation of the circumstances of the occurrence of the insured event and establishment of the amount of the 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, except for the cases specified in the insurance policy; ✓ 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 insurance policy under this Program. <p>4. The insurance policy does not cover:</p> <ul style="list-style-type: none"> ✓ indirect and other costs that may be caused by the insured event (loss of use, fine, penalty, use of the rented vehicle, hotel accommodation during repairs, travel expenses, lost profits, loss of income, downtime, material losses associated with the expiration of the warranty period, the amount of loss of marketable condition of the vehicle); ✓ claims for compensation for moral damage.
Additional conditions:	<ol style="list-style-type: none"> 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 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. 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: $NPV = SP * n/N/2$, 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 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. 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. 7. 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 Parties agree to revise the terms of the insurance policy in its entirety.