

**APPROVED**  
**Board of Directors**  
**Insurance Company Basel JSC**  
**No 8/22 Minutes dated March 09, 2023**

**PROGRAM**  
**VOLUNTARY MOTOR VEHICLE INSURANCE**  
**TRANSPORT AUTOCOMFORT**

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

**Almaty, 2023**



**VOLUNTARY INSURANCE PROGRAM  
AUTO COMFORT ROAD TRANSPORT**

**APPENDIX No 5  
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 legal entity that is the owner of the insured motor vehicle (hereinafter referred to as the AT) on the basis of ownership, lease or other grounds that do not contradict the legislation of the Republic of Kazakhstan. The Policyholder is also the Insured, unless otherwise specified in the terms of the Insurance Policy (hereinafter referred to as the Policy).
<b>Beneficiary:</b>	In case of theft, theft/theft, total destruction/loss of aircraft: 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.
<b>Insured:</b>	Insurant is a legal entity – persons on the basis of a power of attorney or a waybill. Policyholder is an individual – persons admitted to drive the insured aircraft and specified in the Policy.
<b>Insurance restrictions:</b>	<p><b><u>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:</u></b></p> <ul style="list-style-type: none"> <li>✓ Passenger cars, minivans (up to 8 seats);</li> <li>✓ Trailers for passenger aircraft;</li> <li>✓ Cargo AT;</li> <li>✓ Trailers for cargo aircraft;</li> <li>✓ Minibuses (from 9 to 16 seats), buses (over 16 seats).</li> </ul> <p><b><u>Aircraft are not accepted for insurance in the following categories:</u></b></p> <ul style="list-style-type: none"> <li>✓ Motor transport;</li> <li>✓ AT used in taxi mode;</li> <li>✓ AT participating in sports events, training purposes, test drive;</li> <li>✓ Special construction equipment;</li> <li>✓ Agricultural machinery;</li> <li>✓ Ambulances;</li> <li>✓ Aircraft specially adapted or specially designed for use by military and/or law enforcement agencies;</li> <li>✓ aircraft operated within the closed (without public access) territory of the airport;</li> <li>✓ aircraft not registered with the authorized body of the Republic of Kazakhstan;</li> <li>✓ Aircraft of any category over 20 (twenty) years old.</li> </ul> <p><b><u>The insurance program does not cover:</u></b></p> <ol style="list-style-type: none"> <li>1) 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);</li> <li>2) Ownership, operation, maintenance of any aircraft designed 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>✓ provision of aircraft for rent, except for the provision of aircraft for leasing and rent;</li> <li>✓ accident on AT;</li> <li>✓ motor warehouses and aircraft storage sites, except for car parks and parking lots;</li> <li>✓ net financial loss;</li> <li>✓ breakdown of aircraft mechanisms not caused by an insured event;</li> <li>✓ financial guarantees.</li> </ul> </li> </ol> <p><u>This Program provides for insurance of aircraft up to 20,000,000 (twenty million) tenge inclusive, if this amount is exceeded, it is necessary to coordinate with the Underwriting Department.</u></p>
<b>Object of insurance:</b>	Property interests of the Insured that do not contradict the legislation of the Republic of Kazakhstan related to the possession, use, disposal of the

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	aircraft, as a result of its damage or loss (destruction) during the validity period of the Policy.
<b>Insured event:</b>	<p>An insured event is the damage or loss (total loss) of aircraft as a result of the following events:</p> <p><b>road traffic accident (hereinafter referred to as the RTA)</b> - an event that occurred in the process of movement only on the road of the insured aircraft and with its participation;</p> <p><b>falling objects</b> – falling of any object on the insured aircraft (snow, ice, etc.);</p> <p><b>fire</b> – 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;</p> <p>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;</p> <p><b>lightning strike</b> - a direct lightning strike on the insured property;</p> <p><b>natural disasters</b>, 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;</p> <p><b>illegal actions of third parties</b> (except for theft), including damage to aircraft as a result of theft (unlawful seizure of aircraft without the purpose of theft);</p> <p><b>theft</b> - unlawful seizure of aircraft without the purpose of theft, including damage as a result of theft of aircraft;</p> <p><b>theft is</b> a secret theft of someone else's property, including damage as a result of theft of aircraft.</p> <p>AT can be insured under one of the following options:</p> <p><b>Option 1 – "All risks"</b></p> <p><b>Option 2 – "All risks except theft, theft"</b></p> <p><b>Option 3 – "Accident"</b></p>
<b>Insurance amount, insurance premium and tariff from the insured amount:</b>	<p>Insurance amount is the actual value of the vehicle as of the date of the Policy.</p> <p>Insurance premium - Approved by the decision of the authorized body of the Insurer, within the tariff by class (0.1% - 15.93%).</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.
<b>Franchise:</b>	It is approved by the decision of the authorized body of the Insurer, within the framework of internal policy.
<b>Insurance payment:</b>	<ol style="list-style-type: none"> <li>1. It is carried out to the Beneficiary, regardless of the fault of the Insured/Insured, in the amount of actual damage, but not more than the insurance amount established by the Policy.</li> <li>2. The amount of damage is determined depending on the selected insurance conditions: <ul style="list-style-type: none"> <li>✓ depreciation assessment report conducted by an independent expert recommended by the Insurer;</li> <li>✓ defect report and detailed invoice for aircraft repair issued by the service station (hereinafter referred to as the service station) recommended by the Insurer;</li> <li>✓ defect Act and a detailed invoice for the repair of aircraft issued by the Special Service Station.</li> </ul> </li> </ol>
<b>Information about the insurance agent/broker:</b>	The Program provides for the issuance of Policies through the partners of BASEL IC JSC.
<b>The amount of the agent's fee in % gross:</b>	It is approved by the decision of the authorized body of the Insurer, within the framework of internal policy.
<b>Insurance area:</b>	Republic of Kazakhstan; Republic of Kazakhstan + Kyrgyz Republic
<b>Validity period of the Insurance Policy:</b>	<p>The term of insurance is 12 months. At the request of the Insured, it is less than a year.</p> <p>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.</p>
<b>Form of conclusion of the Insurance Policy:</b>	The policy is issued by issuing it on paper or in electronic form.
<b>Inspection of motor vehicles:</b>	After signing the application for aircraft insurance, the traffic safety inspector or the Insurer's representative must inspect the aircraft and fill out the Inspection Report.
<b>Documents required for consideration of the issue of insurance payment:</b>	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:

	<p><b>1. In the event that the amount of damage is less than the amount provided for in the Policy:</b></p> <ul style="list-style-type: none"> <li>✓ an application for the occurrence of an insured event (event) indicating information about the Policy;</li> <li>✓ a copy of the aircraft registration certificate;</li> <li>✓ a copy of the driver's license of the person driving the aircraft 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>✓ a photo report of aircraft damage , a defect report and a detailed invoice for payment, as well as an act of work performed (on the completion of work) of the service station/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, or an assessment report drawn up by an independent expert recommended by the Insurer with taking into account depreciation.</li> </ul> <p><b>2. If the amount of damage is equal to or greater than the amount provided for by the Policy, there is the fault of third parties, as well as in the case of persons whose life and health have been damaged:</b></p> <ul style="list-style-type: none"> <li>✓ an application for the occurrence of an insured event (event) indicating information about the Policy;</li> <li>✓ a copy of the aircraft registration certificate;</li> <li>✓ a copy of the driver's license;</li> <li>✓ a copy of the document confirming the management of the aircraft on legal grounds (power of attorney and/or waybill (for legal entities), or information on the current insurance policy of the compulsory liability insurance company at the time of the insured event and/or a document confirming the management of the aircraft in the presence of the Insurance (for individuals);</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>✓ <i>in case of partial damage to the insured aircraft</i> - a photo report of the aircraft damage, 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 aircraft damaged as a result of the 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, or an assessment report drawn up by an independent by a certified appraiser recommended by the Insurer taking into account depreciation;</li> <li>✓ <i>in case of total loss of aircraft</i> - a report on the assessment of the damaged aircraft drawn up by an independent certified appraiser recommended by the Insurer, with the determination of the economic feasibility of repair and indication of the cost of saleable spare and disposal residues of aircraft;</li> <li>✓ documents confirming the right to receive an 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 claim, which the Insured has to the person responsible for the damage caused.</li> <li>✓ <u>in case of an accident and other transport 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 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>✓ <u>in case of natural disasters, fire, explosion, lightning strike:</u> documents of fire supervision authorities or investigative bodies (including fire report, fire technical examination report on the causes of fire, etc.); hydrometeorological or seismological services, the Ministry of Emergency Situations or other competent authorities;</li> </ul>
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	<p>✓ <u>in case of unlawful actions of third parties, falling objects, 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, resolutions 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 unlawful actions of third parties), a court decision (sentence). 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; the originals of all registration documents for the aircraft, the certificate of registration of the aircraft or the resolution on its seizure (certified by the seal of the authorized body) at the time of filing the application for theft, theft of the aircraft, all sets of keys for the aircraft and key fobs from the alarm system.</p> <p>3. 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.</p> <p>4. 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.</p> <p>5. Acceptance of documents on the claimed insured event shall be formalized by the Insurer by issuing to the Insured a certificate of accepted documents.</p> <p>The list and number of documents specified in the insurance policy and the Rules of Voluntary Motor Vehicle Insurance of Basel Insurance 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 an insured event and the amount of damage caused to the insured aircraft without providing the additionally requested documents.</p>
<p><b>Procedure and conditions for making an insurance payment:</b></p>	<p>1. The insurance payment is made depending on the conditions chosen by the Insured:</p> <p>1) Without providing documents from the traffic police in the following cases:</p> <ul style="list-style-type: none"> <li>✓ complete loss of aircraft;</li> <li>✓ 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);</li> <li>✓ 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).</li> </ul> <p>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 commissioner/representative of the Insurer to the scene of the accident.</p> <p>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:</p> <ul style="list-style-type: none"> <li>✓ If the option "Traffic police documents are required" is selected in the Policy;</li> <li>✓ If there is the fault of third parties and the fact of causing harm to the life and health of people;</li> <li>✓ If other participants in the accident insist on contacting the competent authorities;</li> <li>✓ If there is a complete loss of aircraft, if this option is not specified in the Policy;</li> <li>✓ If the damage exceeds the amount established by the Policy.</li> </ul> <p>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.</p> <p>3. 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 Insured/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.</p>

4. The insurance indemnity shall include compensation for repair and (or) replacement of only technical damaged parts and parts of the aircraft body, which 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.
5. *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 sum insured 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 certified 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 the service station/Special Service Station or an assessment report drawn up by an independent certified 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 destruction) of the aircraft is established during the destruction of the aircraft, in which case an independent certified appraiser with the appropriate certificate will establish the inexpediency of repair; as well as if the amount of damage is equal to or exceeds 80% of the actual value of the aircraft).
8. After making an insurance payment for any insured event, the insurance premium is not refunded in case of early termination of the Policy.
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 certified appraiser recommended by the Insurer exceeds the damage previously estimated by the Insured/Insured in the amount exceeding the amount provided for by the terms of the Policy, the Insurer has the right to make an insurance payment not exceeding the amount provided for by the Policy. In this case, the burden of erroneous preliminary assessment of the amount of damage lies with the Insured/Insured.
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.
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

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	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.
<b>Additional conditions:</b>	<p>The program provides insurance for:</p> <ul style="list-style-type: none"><li>✓ easily removable aircraft parts;</li><li>✓ additional aircraft equipment.</li></ul> <p>Everything that is not stipulated by this Insurance Program is regulated in accordance with the Insurance Rules.</p>