

PUBLIC OFFER
under the terms of the online registration of the E-policy (electronic policy) for compulsory insurance of civil liability of vehicle owners

This public offer (hereinafter referred to as the offer) establishes the procedure for issuing an E-policy (electronic policy) online (concluding an agreement, making changes and termination) and the terms of insurance for compulsory third party liability insurance of vehicle owners (hereinafter referred to as CCLIVO) between JSC “KAFIL-SUG‘URTA” (hereinafter - the insurer) and the policyholder.

This offer has been developed on the basis of the Civil Code of the Republic of Uzbekistan, the Laws of the Republic of Uzbekistan “On Electronic Commerce”, “On Electronic Document Management”, “On Insurance Activities”, the Regulations approved by the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan dated December 5, 2022 No. 694 “On approval of the Regulations on procedure for the provision of insurance services in electronic form” and the Rules for compulsory civil liability insurance of vehicle owners, approved by Resolution of the Cabinet of Ministers of the Republic of Uzbekistan dated June 24, 2008 No. 141.

I. General provisions and basic concepts

1. This offer uses the following basic concepts:

E-policy - an insurance contract for compulsory civil liability insurance of vehicle owners, drawn up in electronic form;

Insured event - the onset of civil liability of the insured or another person whose liability is insured under the E-policy for causing harm to life, health and (or) property of the victim when using the vehicle, which entails the obligation of the insurer to make insurance compensation;

Sum insured - the amount of money within which the Insurer undertakes to compensate for the damage caused to the victim (his heir or successor) upon the occurrence of an insured event;

Insurance premium - the amount of money that the insured is obliged to pay to the insurer for the purchase of the E-policy;

Insurance indemnity - the amount of money that the Insurer undertakes to pay within the sum insured to compensate for damage to life, health and (or) property of the victim in the event of an insured event under the E-policy;

Unified information system - a unified information system for compulsory insurance, functioning online, integrated with information systems and central databases of the Ministry of Internal Affairs, the off-budget Pension Fund under the Ministry of Finance of the Republic of Uzbekistan, other interested ministries and departments, central databases of individuals and legal entities ;

Close relatives of the owner of the vehicle - close relatives (parents, spouse, children, brothers, sisters) of the owner of the vehicle who do not need to issue a notarized power of attorney for the use and management of the vehicle;

Use of the official website and mobile application - any action of the policyholder aimed at using them.

2. The territory of the offer is the Republic of Uzbekistan.

3. Owners of vehicles registered in foreign countries and temporarily used on the territory of the Republic of Uzbekistan cannot be a party to this offer.

4. When using the official website and mobile application, the Policyholder must first fully familiarize himself with the terms of this offer. If the Policyholder does not agree with the terms of the offer or some of its parts, then he must stop using the official website and mobile application. Continued use of the Policyholder's official website and mobile application means his full and unconditional acceptance of the terms of this offer.

II. Registration of the E-policy

5. Registration of the E-policy is carried out through the part of the official website provided for compulsory insurance, or its mobile application, telegram bot and / or electronic payment system.

6. To issue an E-policy, the policyholder shall include the following information in the electronic application for issuing an E-policy for each vehicle:

personal identification number and series, number of the document proving the identity of the policyholder and / or individuals admitted to driving the vehicle (if the E-policy is issued with the condition that only certain persons are allowed to drive the vehicle);

taxpayer identification number (for legal entities);

personal identification number and series and number of the identity document of the owner of the vehicle (if the owner of the vehicle is another individual);

email address (if any);

cell phone number;

state registration number, series and number of the certificate of state registration of the vehicle for which the E-policy is issued;

if the policyholder, in accordance with the law, belongs to the category of persons entitled to receive a discount on the insurance premium, the corresponding numbers of documents (certificate, certificate) certifying the involvement of the policyholder in the above category with a sign indicating the presence of discounts on compulsory insurance;

the corresponding numbers of documents confirming the degree of kinship of close relatives (parents, spouse, son, daughter, brothers, sisters) allowed to use and drive a vehicle;

place of registration of the vehicle;

insurance period (1 year, 6 or more months (for seasonal use of the vehicle), 10 or more days (up to the place of registration);

the form of sending a notification about the execution of the E-policy (phone number or e-mail address or through the personal account of the insurer opened on the website (through the mobile application)).

At the same time, the relevant information, if available in the unified information system, is filled in automatically.

7. In the event of partial or complete non-functioning of the Unified Information System when filling out an electronic application, that is, in the event of non-functioning of state information databases and / or lack of communication with them, the insured enters the remaining information manually or attaches documents.

8. After the electronic application is completely filled in, the insured presses the submit button.

9. The information sent in the electronic application is checked by the responsible employees of the insurer within one business day for completeness and correctness, after which a notification is sent about the possibility of paying the insurance premium or re-sending the corrected information. If the policyholder does not re-check and/or correct the information within 24 hours from the date of filing the application, then the insurance organization notifies the policyholder through its resource on the Internet or SMS-messages about the impossibility of issuing, reissuing and terminating the E-policy.

10. The policyholder, after receiving notification of the possibility of paying the insurance premium, must pay the insurance premium within 24 hours through electronic payment systems, by cash payment or transfer (legal entities).

In the event that the insurance premium is paid in a smaller amount than provided for in the E-policy, the insurance organization immediately sends a notification about the need for the Insured to pay the missing part of the insurance premium within 72 hours.

11. The fact of payment of the insurance premium means the acceptance of this Offer by the Policyholder.

12. The E-policy comes into force from the moment of payment of the Insurance premium by the Insured (note: another period may be established). Insurance covers insured events that occurred after the entry into force of the electronic contract of compulsory insurance, unless the E-policy provides for a different period for the commencement of insurance.

13. After payment of the insurance premium in full, the notification of the execution of the E-policy is sent in the form chosen by the Insured, and it includes:

name of the insurance organization;

brand and state license plate of the vehicle;

the amount of the insurance premium;

validity period of the E-policy;

unique E-policy number;

link to the Unified Information System.

14. The policyholder can download the E-policy by clicking on the link to the Unified Information System.

ATTENTION!

15. THE INSURED IS RESPONSIBLE FOR THE RELIABILITY OF THE INFORMATION AND DOCUMENTS PROVIDED BY IT TO THE INSURER FOR ISSUING THE ELECTRONIC POLICY.

III. Rights and obligations of the parties

16. The insured has the right:

- demand from the Insurer clarifications on the E-policy;
- stop using the official website and mobile application at any time;
- choose an insurer carrying out compulsory insurance activities.

The insured is obliged:

- fulfill in the prescribed manner and terms the obligations assigned to him under the E-policy;
- pay the insurance premium under the E-policy in the prescribed manner and conditions.

17. The insurer has the right:

involve relevant experts when considering the application of the victim (his heirs or legal successors);

check the information provided by the insured, control the fulfillment of the requirements and conditions of the insurance contract;

give recommendations on how to prevent the occurrence of insured events;

demand the return of the paid insurance indemnity in the recourse procedure, in cases established by law.

The insurer is obliged:

create conditions for the insured to have round-the-clock unhindered use of his Internet resource;

consider the request of the insured and (or) the victim to make an insurance payment and (or) payment of insurance compensation;

is obliged to ensure the confidentiality of information about the insured and the victim obtained in the course of its activities.

18. The possibility of using the official website or mobile application is carried out only if it is possible to connect to the worldwide information network Internet. Therefore, the policyholder must independently take measures to connect to the Internet in the prescribed manner.

19. The insurer is not responsible for:

losses of the insured associated with the use of the official website and mobile application;

the consequences of the transfer by the insured of information on the official website and mobile application to third parties;

failure to provide services due to the inability to use the official website and mobile application for reasons beyond the control of the insurer.

20. The victim has the right:

Contact the insurer to make an insurance payment and (or) payment of insurance compensation;

appeal in court the decision of the insurer to refuse to make an insurance payment and (or) compensation;

receive an insurance payment and (or) compensation on the basis of the conditions established by law.

IV. Change and early termination of the E-policy

21. During the period of validity of the E-policy, the policyholder is obliged to immediately notify the insurer of changes in the information specified in the application for issuing the E-policy.

Upon receipt of information about a change in the information provided during the execution of the E-policy, the insurer makes the appropriate changes to the E-policy. At the same time, the insurer sends the E-policy to the insured in a certain way, in which the appropriate changes have been made.

22. The validity period of the E-policy is terminated early in the following cases:

prohibition in accordance with the established procedure to use the vehicle;

unfitness in the future for the use of the vehicle specified in the E-policy;

change in vehicle ownership.

23. In case of early termination of the E-policy, part of the insurance premium is returned in proportion to the amount of compensation paid and the number of days of the unexpired period of the E-policy.

24. The return of part of the insurance premium to the insured (his legal representatives, heirs, assigns) is carried out within 14 calendar days from the date of application in the prescribed manner by the insured (his legal representatives, heirs, assigns).

At the same time, the part of the insurance premium subject to return, at the request of the insured, can be transferred to the insurance premium account for the newly issued E-policy.

V. Actions of persons in the event of an insured event

25. The policyholder (another person whose civil liability is insured in accordance with the E-policy) who is a participant in a road traffic accident (RTA) that caused harm to the victims, at the request of the victim (them) must inform him (them) of the information about the E-policy CCLIVO.

26. Upon the occurrence of an insured event, the policyholder must do the following:

give the victim a copy of the insurance policy within three calendar days from the date of the accident;

immediately, no later than 72 hours after the accident, contact the insurer about the event with a copy of the insurance policy attached;

notify the insurer of all claims made against him in connection with the insured event.

VI. Insurance payment and (or) payment of insurance compensation

27. The victim or the policyholder (in case of direct settlement of an insured event) has the right to send a notification of the occurrence of an insured event, a determination of the amount of damage caused, electronic or scanned copies of documents, for making insurance payments specified in the Rules for Compulsory Civil Liability Insurance of Vehicle Owners, approved by the Cabinet Ministers of the Republic of Uzbekistan dated June 24, 2008 No. 141, on the Internet resource of the insurer of the victim (in case of direct settlement of the insured event) or the Internet resource of the insurance organization of the insured.

28. If the documents confirming the occurrence of the insured event and the amount of damage caused by the insured are insufficient, then the insurer, from the date of receipt of these documents, within three working days must send information about this to the e-mail address (if any) and (or) by SMS to the specified telephone number of the victim or the insured, indicating the full list of missing and (or) incorrectly executed documents.

29. An electronic certificate of the full list of submitted documents and the date of acceptance is sent to the applicant at the e-mail address indicated by him (if any) and (or) indicated in the applicant's personal account in the Internet resource of the world information network.

VII. Sum insured, insurance premium, amount of insurance payment and (or) indemnity

30. The sum insured under CCLIVO is 40,000,000 (forty million) sums. Of them:

- in case of damage to the property of the victim, the insurance payment is 35 percent of the sum insured - 14,000,000 (fourteen million) sums;

- in case of harm to the life or health of the victim, the insurance payment is 65 percent of the sum insured - 26,000,000 (twenty-six million) sums.

31. The CCLIVO insurance premium is paid by the Insured for a period of 1 (one)* year in the following amount:

| Vehicle type | Territory | | | |
|---|--------------------------------------|-----------------------------|--------------------------|-----------------------------|
| | Tashkent city and Tashkent region ** | | Other regions ** | |
| | Limited *** (in sums) | Unlimited **** (in sums) | Limited *** (in sums) | Unlimited **** (in sums) |
| light vehicle | 56 000 | 168 000 | 40 000 | 120 000 |
| cargo vehicle | 67 200 | 201 600 | 48 000 | 144 000 |
| Buses and minibuses | 67 200 | 201 600 | 48 000 | 144 000 |
| Trams, motorcycles and scooters, tractors, self-propelled road | 22 400 | 67 200 | 16 000 | 48 000 |

| | | | | |
|--|--|--|--|--|
| construction machines and other machines | | | | |
|--|--|--|--|--|

* If you select in the electronic application the insurance period column of 6 months or before the place of registration, the insurance premium is declared in the process of filling out the electronic application to the insured in a smaller amount than the amount indicated in the table.

** Territory where the vehicle is registered.

*** When issued with the condition that the vehicle is used by a limited number of drivers.

**** When issued with the condition of using the Vehicle by an unlimited number of drivers.

32. The amount of the insurance premium payable by the Policyholder is determined in accordance with the data entered in the electronic application for the execution of the E-policy, as well as taking into account the right to a discount.

VIII. Conditions for the processing of personal data

33. Entering data by the Insured into an electronic application for an E-policy is considered his consent to the processing of his personal data (collection, recording, systematization, storage, use and cancellation of personal data).

34. The processing of personal data in order to fulfill the obligations of the Insurer under the insurance contract is carried out in accordance with the Law of the Republic of Uzbekistan "On Personal Data" dated July 2, 2019.

IX. Final provisions

35. Persons guilty of violating the requirements of this offer are liable in accordance with the procedure established by law.

36. In the event of disagreement between the parties on the issues provided for by this offer or related to it, the parties must take measures for pre-trial resolution of their.

37. If it is impossible to resolve disputes before the court, they are subject to resolution in court in accordance with the legislation of the Republic of Uzbekistan.

38. Disputes arising from cases not provided for in this offer are resolved in the manner prescribed by law.