

## PUBLIC OFFER

### **on the terms of online registration of an E-policy (electronic policy) for compulsory civil liability insurance of vehicle owners**

This public offer (the "Offer" item) defines the requirements and conditions for the execution (conclusion / amendment and termination of the contract) of the E-policy (electronic policy) for Compulsory insurance of civil liability of vehicle owners (hereinafter referred to as "CICLVO") online between the insurance company "INSON" (hereinafter referred to as the "Insurer") and the insured.

This offer was developed on the basis of the Civil Code of the Republic of Uzbekistan, the Laws of the Republic of Uzbekistan "On e-commerce", "On electronic document management", "On insurance activities", the Rules for the implementation, execution of the E-policy and verification of their reliability, approved by the resolution of the Cabinet of Ministers of the Republic of Uzbekistan dated December 14, 2020 No. 780 "On additional measures to improve the procedure for the provision of electronic insurance services", and the Rules for compulsory civil liability insurance of vehicle owners, approved by the Resolution of the Cabinet of Ministers of the Republic of Uzbekistan dated June 24, 2008 No. 141.

#### **I. General provisions and basic concepts**

1. The following concepts are used in this Offer:

**E-policy** - an insurance contract concluded in electronic form for compulsory civil liability insurance of vehicle owners;

**insured event** - the onset of civil liability of the policyholder or another person whose liability is insured under the E-policy of compulsory civil liability insurance of vehicle owners for causing harm to the life, health and (or) property of victims when using a vehicle, which entails the obligation of the insurer to make an insurance refund.

**sum insured** - the amount within which the insurer undertakes to reimburse the victim (his heir or legal successor) for the damage caused by the occurrence of an insured event;

**insurance premium** - the amount of money that the Insured must pay to the Insurer for the purchase of the E-policy;

**insurance indemnity** - the amount of funds within the insured amount paid by the Insurer to the victim to cover the harm caused to his life, health and (or) property resulting from the insured event specified in the E-policy;

**Unified Information System** - a unified information system for compulsory insurance, operating online, integrated with information systems and central databases of the Ministry of Internal Affairs, the Extra-budgetary 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 vehicle owner** - close relatives of the vehicle owner (parents, spouses), children, brothers, sisters who do not need a notarized power of attorney to use and operate the vehicle).

**Use of the official website and mobile application** is any action of the policyholder aimed at using it.

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 Insured 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. The E-policy is issued 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 includes the following information in the electronic application for issuing an E-policy for each vehicle:

personal identification number and series, the number of the identity document of the policyholder and / or individuals admitted to drive the vehicle (if the E-policy is issued on 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 available);

Telephone 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 legislation, 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 on the availability 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 (with seasonal use of the vehicle), 10 or more days (to the place of registration));

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

At the same time, the corresponding 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 during the filling out of the electronic application, that is, in the case of non-functioning of state information databases and / or lack of communication with them, the policyholder enters the remaining information manually or attaches documents.

8. After completing the electronic application, the policyholder clicks the send button.

9. The information sent in the electronic application is checked by the responsible employees of the insurer within one working day for their completeness and correctness, after which a notification is sent about the possibility of paying the insurance premium or resending the corrected information. If the policyholder does not re-check and / or correct the information within 24 hours from the date of submission of 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, within 24 hours must pay the insurance premium 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 notice of the need to pay the missing part of the insurance premium by the Insured within 72 hours.

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

12. The E-policy comes into force from the moment of payment of the Insurance Premium by the Policyholder. The insurance applies to insured events that occurred after the entry into force of the electronic compulsory insurance contract, unless a different start date of insurance is provided for in the E-policy.

13. After payment of the insurance premium in full, notification of registration

The E-policy is sent in the form chosen by the Insured, and it includes:

the name of the insurance organization;

make and state number plate of the vehicle;

the size of the insurance premium;

validity period of the E-policy;

unique number of the E-policy;

link to the Unified Information System.

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

### **ATTENTION!**

**15. THE INSURED IS RESPONSIBLE FOR THE RELIABILITY OF THE INFORMATION AND DOCUMENTS PROVIDED BY THEM TO THE INSURER FOR REGISTRATION OF THE ELECTRONIC POLICY.**

### **III. Rights and obligations of the parties**

16. The policyholder has the right:

require the Insurer to clarify the E-policy;

stop using the official website and mobile application at any time;

choose an Insurer carrying out compulsory insurance activities.

The policyholder is obliged:

fulfill in the prescribed manner and terms the obligations imposed on him under the E-policy;

pay the insurance premium under the E-policy in accordance with the established procedure and conditions.

17. The insurer has the right:

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

check the information provided by the policyholder, monitor the fulfillment of the requirements and conditions of the insurance contract;

give recommendations on preventing the occurrence of insured events;

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

The insurer is obliged:

create conditions for the insured to be able to use his Internet resource around the clock without hindrance;

consider the application 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 his activities.

18. The ability to use the official website or mobile application is carried out only with the possibility of connecting the world information network Internet. Therefore, the policyholder

must independently take measures to connect to the Internet in accordance with the established procedure.

19. The insurer is not responsible for:

losses of the policyholder related to 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 insurance payment and (or) payment of insurance compensation;

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

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

#### **IV. Early termination of the E-policy**

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

prohibition of the use of a vehicle in accordance with the established procedure;

unsuitability in the future for use of the vehicle specified in

E-policy;

changes in the owner of the vehicle.

22. In case of early termination of the E-policy, a part of the insurance premium is refunded in proportion to the amount of compensation paid and the number of days that the E-policy has not expired.

23. The return of a part of the insurance premium to the policyholder (his legal representatives, heirs, successors) is carried out within 14 calendar days from the date of the application in the prescribed manner of the policyholder (his legal representatives, heirs, successors).

In this case, the part of the insurance premium subject to return, at the request of the policyholder, can be transferred to the insurance premium under the newly issued E-policy.

#### **V. Actions of persons upon the occurrence of an insured event**

24. The Insured, who is a participant in a road traffic accident (RTA) that caused harm to the victims, is obliged, at the request of the victim (them), to provide him (them) with information about his E-policy under CICLVO.

25. When an insured event occurs, the policyholder must do the following:

hand over to 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 that has occurred, attaching a copy of the insurance policy;

inform the insurer about all the requirements for him in connection with the insured event.

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

26. The victim or the policyholder (in the case of direct settlement of the 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, in order to make insurance payments specified in the Rules of Compulsory Civil Liability Insurance of Vehicle Owners, approved by the resolution of the Cabinet of Ministers of the Republic of Uzbekistan dated June 24, 2008 No. 141, 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.

27. 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) SMS-message to the specified phone number of the victim or the policyholder, indicating a complete list of missing and (or) incorrectly executed documents.

28. An electronic certificate of the complete list of submitted documents and the date of admission is sent to the applicant at the e-mail address indicated by him (if available) and (or) indicated in the applicant's personal account on the Internet.

## **VII. Sum insured, insurance premium, amount of insurance**

### **payment and (or) compensation**

29. The sum insured for CICLVO is 40,000,000 (forty million) soums. Of them:

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

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

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

| <b>Vehicle type</b> | <b>Territory</b>                                   |                                  | <b>Other regions**</b> |                                  |
|---------------------|--|----------------------------------|------------------------|----------------------------------|
|                     | <b>Tashkent city and Tashkent region**</b>         | <b>Without Limitation of the</b> | <b>With limitation</b> | <b>Without Limitation of the</b> |
|                     | <b>With limitation of the number of drivers***</b> |                                  |                        |                                  |

|  |        | <b>number of<br/>drivers****</b> | <b>of the<br/>number of<br/>drivers***</b> | <b>number of<br/>drivers****</b> |
|--|--------|----------------------------------|--|----------------------------------|
| Cars   | 56 000 | 168 000                          | 40 000                                     | 120 000                          |
| Trucks   | 67 200 | 201 600                          | 48 000                                     | 144 000                          |
| Buses and minibuses  | 67 200 | 201 600                          | 48 000                                     | 144 000                          |
| Motorcycle, tractors,<br>self-propelled road<br>construction and other<br>machines | 22 400 | 67 200                           | 16 000                                     | 48 000                           |

*\* When choosing in the electronic application the column for the insurance period of 6 months or before the place of registration, the insurance premium is announced in the process of filling out the electronic application to the policyholder in a smaller amount than the amount indicated in the table.*

*\*\* Territory where the vehicle is registered.*

*\*\*\* When issued with the condition of using the vehicle by a limited number of drivers.*

*\*\*\*\* When registering with the condition of using the vehicle with an unlimited number of drivers.*

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

### **VIII. Conditions for processing personal data**

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

33. 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**

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

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

36. 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.

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