PUBLIC OFFER

ON THE TERMS OF ONLINE ISSUANCE OF AN E-POLICY (ELECTRONIC POLICY) FOR COMPULSORY INSURANCE OF THE CIVIL LIABILITY OF VEHICLE OWNERS

This public offer (hereinafter — the offer) establishes the procedure for the online issuance of an E-policy (electronic policy) (conclusion and termination of the contract) and the terms of insurance under compulsory insurance of the civil liability of vehicle owners (hereinafter — CMTPL) between "APEX INSURANCE" JSC (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 Activity", the Rules for the sale and issuance of E-policies and verification of their authenticity, approved by Resolution of the Cabinet of Ministers of the Republic of Uzbekistan No. 780 dated 14 December 2020 "On additional measures to improve the procedure for the provision of electronic insurance services", and the Rules of compulsory insurance of the civil liability of vehicle owners, approved by Resolution of the Cabinet of Ministers of the Republic of Uzbekistan No. 141 dated 24 June 2008.

GENERAL PROVISIONS AND BASIC CONCEPTS

1. The following basic concepts are used in this offer:

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

Insured event — the occurrence of the civil liability of the policyholder or another person whose liability is insured under the E-policy for causing harm to the life, health and (or) property of an injured party in the course of using a vehicle, which entails the insurer's obligation to make an insurance indemnity payment;

Sum insured — the amount of funds within the limits of which the Insurer undertakes to compensate the damage caused to the injured party (his or her heir or legal successor) upon the occurrence of an insured event;

Insurance premium — the amount of funds that the policyholder is obliged to pay to the insurer in order to purchase an E-policy;

Insurance indemnity — the amount of funds that the Insurer undertakes to pay within the limits of the sum insured towards compensation for harm to the life, health and (or) property of the injured party upon the occurrence of an insured event under the E-policy;

Unified information system — the unified information system for compulsory insurance, operating online, integrated with the 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, and the central databases of natural and legal persons;

Close relatives of the vehicle owner — close relatives (parents, spouse, children, brothers, sisters) of the vehicle owner who are not required to obtain a notarised power of attorney for the use and driving of the vehicle;

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

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

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

4. When using the official website and the mobile application, the Policyholder must first fully familiarise himself or herself with the terms of this offer. If the Policyholder does not agree with the terms of the offer or with certain parts thereof, he or she must cease using the official website and the mobile application. Continued use by the Policyholder of the official website and the mobile application means his or her full and unconditional agreement with the terms of this offer.

ISSUANCE OF THE E-POLICY

5. The E-policy is issued through the section of the official website designated for compulsory insurance, or through its mobile application, Telegram bot and/or electronic payment system.

6. In order to obtain an E-policy, the policyholder includes in the electronic application for the issuance of an E-policy the following information for each vehicle:

- the personal identification number and the series and number of the identity document of the policyholder and/or of the natural persons admitted to drive the vehicle (where the E-policy is issued on the condition that only certain persons are admitted to drive the vehicle);
- the taxpayer identification number (for legal entities);
- the personal identification number and the series and number of the identity document of the vehicle owner (where the owner of the vehicle is another natural person);
- email address (if available);
- mobile telephone number;
- the state registration number and the series and number of the vehicle registration certificate for the vehicle in respect of which the E-policy is issued;
- if, in accordance with legislation, the policyholder belongs to the category of persons entitled to a discount on the insurance premium — the corresponding numbers of the documents (certificate, reference) confirming the policyholder's belonging to the aforementioned category, with an indication of the availability of discounts under compulsory insurance;
- the corresponding numbers of the documents confirming the degree of kinship of close relatives (parents, spouse, son, daughter, brothers, sisters) admitted to the use and driving of the vehicle;
- the place of registration of the vehicle;
- the insurance period (1 year, 6 or more months (in the case of seasonal use of the vehicle), 10 or more days (travel to the place of registration));
- the form of delivery of the notification of the issuance of the E-policy (telephone number, or email address, or through the personal account opened on the insurer's website (via the mobile application)).

Where the relevant information is available in the unified information system, it is filled in automatically.

7. In the event of partial or complete failure of the Unified information system while the electronic application is being completed — that is, in the event of the failure of state information databases and/or the absence of a connection with them — the policyholder enters the remaining information manually or attaches documents.

8. After the electronic application has been completed in full, the policyholder presses the

send button.

9. The information submitted in the electronic application is verified by the insurer's responsible employees within one working day as to its completeness and correctness, after which a notification is sent regarding the possibility of paying the insurance premium or of re-submitting corrected information. If the policyholder does not carry out a re-verification and/or correction of the information within 24 hours from the date of submission of the application, the insurance organisation shall notify the policyholder, through its resource on the worldwide Internet network or by SMS message, that it is not possible to issue, re-issue or terminate the E-policy.

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

If the insurance premium has been paid in an amount lower than that provided for in the E-policy, the insurance organisation shall immediately send a notification of the need for the Policyholder to pay the outstanding part of the insurance premium within 72 hours.

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

12. The E-policy enters into force from the moment the Insurance premium is paid by the Policyholder. The insurance covers insured events that occur after the entry into force of the electronic compulsory insurance contract, unless a different commencement date of the insurance is provided for in the E-policy.

13. After payment of the insurance premium in full, a notification of the issuance of the E-policy is sent in the form selected by the Policyholder, and it includes:

- the name of the insurance organisation;
- the make and state registration plate of the vehicle; the amount of the insurance premium;
- the validity period of the E-policy;
- the unique number of the E-policy;
- a link to the Unified information system.

14. The Policyholder may download the E-policy by following the link to the Unified information system.

ATTENTION!

15. THE POLICYHOLDER IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION AND DOCUMENTS PROVIDED BY HIM OR HER TO THE INSURER FOR THE ISSUANCE OF THE ELECTRONIC POLICY.

16. Rights and obligations of the parties

The Policyholder has the right to:

- request clarifications from the Insurer regarding the E-policy;
- cease using the official website and the mobile application at any time;
- choose an Insurer carrying out compulsory insurance activity.

The Policyholder is obliged to:

- perform the obligations imposed on him or her under the E-policy in the established manner and within the established time limits;
- pay the insurance premium under the E-policy in the established manner and on the established terms.

17. The Insurer has the right to:

- engage the relevant experts when considering the application of the injured party (his or her heirs or legal successors);
- verify the information provided by the policyholder and monitor compliance with the requirements and terms of the insurance contract;
- give recommendations on preventing the occurrence of insured events;
- demand the return, by way of recourse, of the insurance indemnity paid, in the cases established by legislation.

The Insurer is obliged to:

- create conditions for the policyholder enabling round-the-clock unimpeded use of its Internet resource;
- consider the application of the policyholder and (or) the injured party and make the insurance payment and (or) the payment of the insurance indemnity;
- ensure the confidentiality of information about the policyholder and the injured party obtained in the course of carrying out its activity.

18. Use of the official website or the mobile application is possible only where a connection to the worldwide Internet information network is available. The policyholder must therefore independently take measures to connect to the Internet in the established manner.

19. The Insurer shall not be liable for:

- losses of the policyholder connected with the use of the official website and the mobile application;
- the consequences of the policyholder transferring information on the official website and the mobile application to third parties;
- failure to provide services owing to the impossibility of using the official website and the mobile application for reasons beyond the insurer's control.

20. The injured party has the right to:

- apply to the insurer for the insurance payment and (or) the payment of the insurance indemnity;
- appeal in court against the insurer's decision to refuse to make the insurance payment and (or) indemnity;
- receive the insurance payment and (or) indemnity on the basis of the conditions established by legislation.

EARLY TERMINATION OF THE E-POLICY

21. The validity period of the E-policy terminates early in the following cases: prohibition, in the established manner, of the use of the vehicle; the vehicle specified in the E-policy becoming further unfit for use; change of the owner of the vehicle.

22. In the event of early termination of the E-policy, part of the insurance premium is returned in proportion to the amount of indemnity paid and to the number of days of the unexpired period of validity of the E-policy.

23. The return of part of the insurance premium to the policyholder (his or her legal representatives, heirs, legal successors) is effected within 14 calendar days from the date on which the policyholder (his or her legal representatives, heirs, legal successors) applies in the established manner.

In this case, the part of the insurance premium subject to return may, upon the policyholder's application, be transferred towards the insurance premium of a newly issued E-policy.

ACTIONS OF PERSONS UPON THE OCCURRENCE OF AN INSURED EVENT

24. The Policyholder (or another person whose civil liability is insured in accordance with the E-policy) who is a participant in a road traffic accident (RTA) that has caused harm to injured parties must, at the request of the injured party (parties), provide them with information about the CMTPL E-policy.

25. Upon the occurrence of an insured event, the Policyholder must do the following:

- hand over to the injured party a copy of the insurance policy within three calendar days from the date of the RTA;
- immediately, and no later than 72 hours after the RTA, notify the insurer of the event that has occurred, attaching a copy of the insurance policy;
- inform the insurer of all claims brought against him or her in connection with the insured event.

INSURANCE PAYMENT AND (OR) PAYMENT OF THE INSURANCE INDEMNITY

26. The injured party or the policyholder (in the case of direct settlement of the insured event) has the right to send a notification of the occurrence of the insured event, the determination of the amount of harm caused, and electronic or scanned copies of documents for making the insurance payments determined in the Rules of compulsory insurance of the civil liability of vehicle owners, approved by Resolution of the Cabinet of Ministers of the Republic of Uzbekistan No. 141 dated 24 June 2008, to the Internet resource of the injured party's insurer (in the case of direct settlement of the insured event) or to the Internet resource of the policyholder's insurance organisation.

27. If the documents confirming the occurrence of the insured event and the amount of harm caused by the policyholder are insufficient, the insurer must, within three working days from the date of receipt of those documents, send information to this effect to the email address (if available) and (or) by SMS message to the telephone number indicated by the injured party or the policyholder, specifying the full list of missing and (or) incorrectly executed documents.

28. An electronic certificate containing the full list of submitted documents and the date of their acceptance is sent to the applicant at the email address indicated by him or her (if available) and (or) is displayed in the applicant's personal account on the resource in the worldwide Internet information network.

SUM INSURED, INSURANCE PREMIUM, AMOUNT OF THE INSURANCE PAYMENT AND (OR) INDEMNITY

29. The sum insured under CMTPL is 80,000,000 (eighty million) soums. Of this amount:

- where harm is caused to the property of the injured party, the insurance payment amounts to 35 per cent of the sum insured — 28,000,000 (twenty-eight million) soums;
- where harm is caused to the life or health of the injured party, the insurance payment amounts to 65 per cent of the sum insured — 52,000,000 (fifty-two million) soums.

30. The insurance premium under CMTPL is paid by the Policyholder in the following amount:

No.	Type of vehicle	Limited		Without limitation	
		Tashkent city and Tashkent region	Other regions	Tashkent city and Tashkent region	Other regions
1	Passenger cars	192 000,00	160 000,00	384 000,00	320 000,00

2	Trucks	336 000,00	280 000,00	672 000,00	560 000,00
3	Buses and minibuses	384 000,00	320 000,00	768 000,00	640 000,00
4	Trams, motorcycles and motor scooters, tractors, self-propelled road-construction and other machines	72 000,00	60 000,00	144 000,00	120 000,00

Compulsory insurance of the civil liability of owners of vehicles registered in foreign states and temporarily used on the territory of the Republic of Uzbekistan

No.	Type of vehicle	Insurance for up to 15 days		Insurance for 2 months		Insurance for 1 year	
		Limited	Without limitation	Limited	Without limitation	Limited	Without limitation
		For all regions					
1	Passenger cars	64 000,00	128 000,00	128 000,00	256 000,00	320 000,00	640 000,00
2	Trucks	112 000,00	224 000,00	224 000,00	448 000,00	560 000,00	1 120 000,00
3	Buses and minibuses	128 000,00	256 000,00	256 000,00	512 000,00	640 000,00	1 280 000,00
4	Trams, motorcycles and motor scooters, tractors, self-propelled road-construction and other machines	24 000,00	48 000,00	48 000,00	96 000,00	120 000,00	240 000,00

Insured for the first time

No.	Type of vehicle	Insurance for 1 year				Insurance for 6 months			
		Limited		Without limitation		Limited		Without limitation	
		Tashkent city and Tashkent region	Other regions	Tashkent city and Tashkent region	Other regions	Tashkent city and Tashkent region	Other regions	Tashkent city and Tashkent region	Other regions
1	Passenger cars	192 000,00	160 000,00	384 000,00	320 000,00	134 400,00	112 000,00	268 800,00	224 000,00
2	Trucks	336 000,00	280 000,00	672 000,00	560 000,00	235 200,00	196 000,00	470 400,00	392 000,00
3	Buses and minibuses	384 000,00	320 000,00	768 000,00	640 000,00	268 800,00	224 000,00	537 600,00	448 000,00
4	Trams, motorcycles and motor scooters, tractors, self-propelled road-construction and other machines	72 000,00	60 000,00	144 000,00	120 000,00	50 400,00	42 000,00	100 800,00	84 000,00

One insured event has occurred

No.	Type of vehicle	Insurance for 1 year				Insurance for 6 months			
		Limited		Without limitation		Limited		Without limitation	
		Tashkent city and Tashkent region	Other regions	Tashkent city and Tashkent region	Other regions	Tashkent city and Tashkent region	Other regions	Tashkent city and Tashkent region	Other regions
1	Passenger cars	249 600,00	208 000,00	xxx	xxx	174 720,00	145 600,00	xxx	xxx
2	Trucks	436 800,00	364 000,00	xxx	xxx	305 760,00	254 800,00	xxx	xxx
3	Buses and minibuses	499 200,00	416 000,00	xxx	xxx	349 440,00	291 200,00	xxx	xxx
4	Trams, motorcycles and motor scooters, tractors, self-propelled road-construction and other machines	93 600,00	78 000,00	xxx	xxx	65 520,00	54 600,00	xxx	xxx

Two insured events have occurred

No.	Type of vehicle	Insurance for 1 year				Insurance for 6 months			
		Limited		Without limitation		Limited		Without limitation	
		Tashkent city and Tashkent region	Other regions	Tashkent city and Tashkent region	Other regions	Tashkent city and Tashkent region	Other regions	Tashkent city and Tashkent region	Other regions
1	Passenger cars	384 000,00	320 000,00	xxx	xxx	268 800,00	224 000,00	xxx	xxx
2	Trucks	672 000,00	560 000,00	xxx	xxx	470 400,00	392 000,00	xxx	xxx
3	Buses and minibuses	768 000,00	640 000,00	xxx	xxx	537 600,00	448 000,00	xxx	xxx
4	Trams, motorcycles and motor scooters, tractors, self-propelled road-construction and other machines	144 000,00	120 000,00	xxx	xxx	100 800,00	84 000,00	xxx	xxx

Three insured events have occurred

No.	Type of vehicle	Insurance for 1 year				Insurance for 6 months			
		Limited		Without limitation		Limited		Without limitation	
		Tashkent city and Tashkent region	Other regions	Tashkent city and Tashkent region	Other regions	Tashkent city and Tashkent region	Other regions	Tashkent city and Tashkent region	Other regions
1	Passenger cars	576 000,00	480 000,00	xxx	xxx	403 200,00	336 000,00	xxx	xxx
2	Trucks	1 008 000,00	840 000,00	xxx	xxx	705 600,00	588 000,00	xxx	xxx
3	Buses and minibuses	1 152 000,00	960 000,00	xxx	xxx	806 400,00	672 000,00	xxx	xxx
4	Trams, motorcycles and motor scooters, tractors, self-propelled road-construction and other machines	216 000,00	180 000,00	xxx	xxx	151 200,00	126 000,00	xxx	xxx

Insured for the first time

No.	Type of vehicle	Insurance for owners of vehicles travelling to the place of registration; the insurance period is up to 20 days inclusive			
		Limited		Without limitation	
		Tashkent city and Tashkent region	Other regions	Tashkent city and Tashkent region	Other regions
1	Passenger cars	38 400,00	32 000,00	76 800,00	64 000,00
2	Trucks	67 200,00	56 000,00	134 400,00	112 000,00
3	Buses and minibuses	76 800,00	64 000,00	153 600,00	128 000,00
4	Trams, motorcycles and motor scooters, tractors, self-propelled road-construction and other machines	14 400,00	12 000,00	28 800,00	24 000,00

One insured event has occurred

No.	Type of vehicle	Insurance for owners of vehicles travelling to the place of registration; the insurance period is up to 20 days inclusive			
		Limited		Without limitation	
		Other regions	Tashkent city	Other regions	Tashkent city

			and Tashkent region		and Tashkent region
1	Passenger cars	41 600,00	49 920,00	xxx	xxx
2	Trucks	72 800,00	87 360,00	xxx	xxx
3	Buses and minibuses	83 200,00	99 840,00	xxx	xxx
4	Trams, motorcycles and motor scooters, tractors, self-propelled road-construction and other machines	15 600,00	18 720,00	xxx	xxx

Two insured events have occurred

No.	Type of vehicle	Insurance for owners of vehicles travelling to the place of registration; the insurance period is up to 20 days inclusive			
		Limited		Without limitation	
		Tashkent city and Tashkent region	Other regions	Other regions	Other regions
1	Passenger cars	76 800,00	64 000,00	xxx	xxx
2	Trucks	134 400,00	112 000,00	xxx	xxx
3	Buses and minibuses	153 600,00	128 000,00	xxx	xxx
4	Trams, motorcycles and motor scooters, tractors, self-propelled road-construction and other machines	28 800,00	24 000,00	xxx	xxx

Three insured events have occurred

No.	Type of vehicle	Insurance for owners of vehicles travelling to the place of registration; the insurance period is up to 20 days inclusive			
		Limited		Without limitation.	
		Tashkent city and Tashkent region	Other regions	Other regions	Other regions
1	Passenger cars	115 200,00	96 000,00	xxx	xxx
2	Trucks	201 600,00	168 000,00	xxx	xxx
3	Buses and minibuses	230 400,00	192 000,00	xxx	xxx
4	Trams, motorcycles and motor scooters, tractors, self-propelled road-construction and other machines	43 200,00	36 000,00	xxx	xxx

31. The amount of the insurance premium payable by the Policyholder is determined in accordance with the data entered in the electronic application for the issuance of the E-policy, and also taking into account any entitlement to a discount.

TERMS OF PERSONAL DATA PROCESSING

32. The entry of data by the Policyholder into the electronic application for the issuance of an E-policy is deemed to be his or her consent to the processing of his or her personal data (collection, recording, systematisation, storage, use and cancellation of personal data).

33. The processing of personal data for the purpose of the Insurer's performance of its obligations under the insurance contract is carried out in accordance with the Law of the Republic of Uzbekistan "On Personal Data" dated 2 July 2019.

FINAL PROVISIONS

34. Persons guilty of violating the requirements of this offer bear liability in the manner established by legislation.

35. In the event of disagreements arising between the parties on matters provided for in this offer or connected with it, the parties must take measures to resolve them out of court.

36. Where it is impossible to resolve disputes out of court, they are subject to resolution in court in accordance with the legislation of the Republic of Uzbekistan.

37. Disputes arising in cases not provided for in this offer are resolved in the manner established by legislation.