

TERMS & CONDITIONS FOR MOTOR VEHICLE POLICY

1. INSURING CLAUSE

In return for the payment of premium, QBE-Ukraine shall indemnify the Insured in respect of all Motor Vehicles described in the Schedule for:

Section 1 ó Loss of or damage to the Motor Vehicle;

Section 2 ó Civil Liability to third parties as set out below;

Section 3 ó Personal accident;

Arising out of the Contingencies Insured specified below happening during the Period of Insurance stated in the Schedule according to the terms of this Policy,

Provided the Schedule indicates the respective Section or part of the respective Section is covered.

2. DEFINITIONS

2.1. "Motor Vehicle" means:

a) the Insured's mechanically propelled vehicle or vehicles described in the Schedule and whilst therein or thereon its accessories (including built-in radio receiver) tools and spare parts,

b) the Insured's trailer or trailers described in the Schedule.

2.2. "QBE-Ukraine" "QBE" "we" "our" and "us" all mean CJSQ QBE-Ukraine.

2.3. "Insured" "you" and "your" all mean the Insured named in the Schedule.

2.4. öInterest Insuredö means:

Property interests of the Insured, which are not contrary to Ukrainian legislation, are connected with:

- possession, using and disposing of property;
- reimbursement by Insured of property damage or personal injury to third parties caused by Insured's fault;
- life, health and ability to work of persons assured in vehicle insured.

öInsurance Coverageö ó our consent to have an obligation to pay the indemnity in the case of offensive of the proper Contingency insured subject to conditions this Agreement.

Insurance coverage shall start from 00.00. of the day, following the day of the receipt by the Insurer of the due Insurance premium. In case of the non-payment / undue payment of the Insurance premium the conditions of the Agreement cancellation (clause 5.7. of General conditions in Part 7) shall be applied unless the Parties have agreed otherwise.

Any way, no losses could be subject to the Insurance coverage and insurance reimbursement if they occurred before the moment of the Insurance coverage became effective according to the conditions of this Agreement.

3. CONTINGENCIES INSURED

Section 1 – Loss or Damage

3.1. QBE-Ukraine will indemnify the Insured against the occurrence within territory of covering of the destruction or theft of, or accidental damage to

a) the Motor Vehicle, and

b) a tool or appliance that is standard equipment for the Motor Vehicle, or an accessory that forms part of the Motor Vehicle at a time when the tool, appliance or accessory is attached to or within the Motor Vehicle

УМОВИ СТРАХУВАННЯ АВТОТРАНСПОРТУ

1. ПОЛОЖЕННЯ ПРО СТРАХУВАННЯ

Враховуючи виплату премії, QBE-Ukraine зобов'язується відшкодувати застрахованому всі транспортні засоби, описані в графіку страхування, за:

1 § втрачає або пошкоджується транспортний засіб;

2 § цивільна відповідальність за шкоду третім особам, встановлену нижче;

3 § особиста аварія;

Відшкодування відбувається в межах умов, встановлених нижче, протягом строку страхування, зазначеного в графіку страхування, за умови, якщо графік страхування вказує на відповідну частину розділу, який закривається.

2. ВИЗНАЧЕННЯ

2.1. "Транспортний засіб" означає:

а) транспортний засіб механічного приводу застрахованого або транспортні засоби, описані в графіку страхування, і перебуваючи в ньому або на ньому його аксесуарів (включаючи вбудований радіоприймач) інструментів та запасних частин,

б) причіп застрахованого, описаний в графіку страхування.

2.2. "QBE-Ukraine" "QBE" "ми" "наш" і "ми" всі означають CJSQ QBE-Ukraine.

2.3. "Застрахований" "ви" і "ваш" всі означають застрахованого, названого в графіку страхування.

2.4. öВідсоток застрахованогоö означає:

- власність застрахованого, яка не суперечить українському законодавству, пов'язана з:
- володінням, використанням та відчуженням майна;
- відшкодуванням застрахованим збитку або особистої шкоди третім особам, спричиненої за винятком вини застрахованого;
- життя, здоров'я та здатності до роботи осіб, застрахованих в транспортному засобі.

öВідшкодування покриттяö ó за нашої згоди взяти на себе зобов'язання виплатити відшкодування в разі порушення умов цього Договору застрахованим.

Відшкодування покриття почне діяти з 00.00. го дня, наступного за днем отримання страховою компанією належної премії. В разі несплати / надмірної плати премії застрахованого умови Договору про скасування (пункт 5.7. загальних умов в частині 7) будуть застосовані, якщо сторони не узгодять інакше.

В будь-якому разі, жодні збитки не будуть підлягати відшкодуванню та відшкодуванню застрахованого, якщо вони відбулися до моменту набуття чинності відшкодування покриття згідно з умовами цього Договору.

3. СТРАХОВІ ВИПАДКИ

Розділ 1 – Збиток чи пошкодження

3.1. QBE-Ukraine відшкодуватиме застрахованому збиток чи пошкодження, спричинені:

а) транспортним засобом, і

б) інструментом або приладом, який є стандартним обладнанням для транспортного засобу, або аксесуаром, який є частиною транспортного засобу в момент, коли інструмент, прилад або аксесуар прикріплено до транспортного засобу або знаходиться всередині транспортного засобу.

Розділ 2 – Цивільна Відповідальність перед Третіми Особами

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A: _____,

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3.9. We will also pay in connection with claims under this Section all law costs and all charges and expenses incurred with our written consent or which may be ordered to be paid in respect of any legal action which is defended with the written consent of QBE-Ukraine.

3.10. QBE-Ukraine's aggregate Liability under this Section shall be limited to the amount stated in the Schedule in respect of all claims arising out of any one accident or series of accidents arising out of one event.

4. GENERAL EXCLUSIONS

4.1 QBE-Ukraine will not pay for the cost of directly or indirectly caused by or arising out of or aggravated by:

(a) Loss or damage occasioned by or happening through or in consequence directly or indirectly of TERRORISM and/or SABOTAGE of any kind including loss or damage by fire or explosion occasioned by or happening through or in consequence directly or indirectly of TERRORISM and/or SABOTAGE of any kind.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4.2 The QBE-Ukraine will not pay for:

4.2.1 consequential loss, loss of use, fines or penalties;

4.2.2 liquidated, aggravated, punitive or exemplary damages;

4.2.3 lack of performance or loss of contract;

4.2.4 any legal liability other than that provided in this Policy;

4.2.5 the amount of the Deductible for each claim made under this Policy which is shown in the Policy or Schedule;

4.2.6 loss of or damage to property occasioned by its undergoing any process necessarily involving the application of

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3.10.

4. СТАНДАРТНІ ВИКЛЮЧЕННЯ

4.1 КЮ БІ І-Україна не сплачуватиме витрати, що прямо чи іншим чином спричинені, виникають чи збільшені через:

(a)

ДОДАТКОВЕ ВИКЛЮЧЕННЯ РИЗИКІВ ВІЙНИ І ТЕРОРИЗМУ

(1)

(2)

4.2. КЮ БІ І-Україна не сплачуватиме стосовно:

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heat;

4.2.7 Loss or damage intentionally caused or incurred by:
The Insured, or person acting with the Insured's express or implied consent.

5. SUPPLEMENTARY EXCLUSIONS

QBE-Ukraine shall not be liable for

5.1. Theft by any Insured person under this Policy or Theft by any person for whose debt the Motor Vehicle stands as security under or pursuant to any agreement entered into by any Person Insured under this Policy.

5.2. loss of use, consequential loss, moral damage, depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages, rust or corrosion.

5.3. damage to tyres by application of brakes or by road cuts, punctures or bursts.

5.4. loss by theft during or after the occurrence of a fire or accident unless and until reasonable steps have been taken to ensure the safety of the Motor Vehicle.

5.5. destruction or theft of, or accidental damage to additional accessories, tools and appliances which are not of the type and specification available from the manufacturer of the Motor Vehicle as standard fittings or optional equipment fitted to the Motor Vehicle unless they are declared in writing to us.

5.6. liability arising under any contract or agreement by the Insured without our written authority, except to the extent that such liability would have been implied by law in the absence of such contract or agreement.

5.7. Loss, damage or liability;

a) caused or arising outside Territory of covering;

b) caused or arising as a result of the Motor Vehicle being used whilst in an unsafe or unroadworthy condition, unless the Insured was not aware of, and a reasonable person in the circumstances could not be expected to have been aware of, the unsafe or unroadworthy condition of the Motor Vehicle.

This exclusion shall not apply if the Insured proves that the loss, damage or liability was not caused or contributed to by such unsafe or unroadworthy condition.

5.8. loss, damage or liability whilst the Motor Vehicle;

a) is being driven by or is in the charge of any person whose faculties at the time of the event giving rise to loss, damage or liability are impaired by intoxicating liquor or a drug.

b) is racing, pacemaking, on a reliability trial, speed test, hillclimbing test or whilst being tested in preparation therefor.

c) is conveying or towing any load in excess of that for which the Motor Vehicle is designed.

d) is being driven by the Insured or by any person with the consent of the Insured whilst the Insured or that person is not authorised under the law in force in the State in which the Motor Vehicle is being driven, being a law with respect to the licensing of drivers or operators of Motor Vehicles, to drive or operate the Motor Vehicle and the Insured knew or should reasonably have known that the Insured or that person was not so authorised.

5.9. loss, damage or liability in excess of Hryvna equivalent of US\$ 75 000.00 (subject to any lesser Limit of Liability shown on the Schedule) in respect of any one accident or series of accidents arising out of any one event from the commercial bulk transport of the Insured of:

4.2.7

5. ДОДАТКОВІ ВИКЛЮЧЕННЯ

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a) flammable substances having a closed cup flash point below 22.7 degrees Celsius.)	22,7	
b) toxic chemicals, corrosive acids, gases or explosives.)		
c) substances which form explosive mixtures with organic and other readily oxidisable materials.)		
d) infectious or radioactive substances.)		
5.10. death bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom.	5.10.		
5.11. death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment or for which indemnity applies in relation to any workers compensation, accident compensation, employers' liability or similar law.	5.11.		
5.12. death of or bodily injury to any person (other than passengers carried by reason of or in pursuance of a contract of employment) being carried in or upon the Motor vehicle or entering, exiting, getting onto or off the Motor Vehicle at the time of the occurrence out of which any claim arises.	5.12.		(
5.13. death or bodily injury caused by or arising out of the explosion of a boiler forming part of, attached to or on the Motor Vehicle except so far as it is necessary to meet the requirements of legislation.	5.13.		
5.14. Any accidental loss damage or liability directly or indirectly proximately or remotely caused or contributed by invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war riot strike civil commotion mutiny rebellion revolution insurrection military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or any consequence thereof and in default of such proof we shall not be liable to make any payment in respect of such claim.	5.14.	-),
5.15. (a) Any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss; or (b) Any liability whatsoever; directly or indirectly caused by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exclusion combustion shall include any self-sustaining process of nuclear fission.	5.15.	-	-
5.16. any accident loss damage or liability directly or indirectly caused by or contributed to by arising from nuclear weapons material.	5.16.	-	
6. CONDITIONS	6. УМОВИ		
6.1. Deductible	6.1.		
a) Standard Deductible A Standard Deductible applies to all claims under this Policy, the amount of which is stated in the Schedule.	a)		
b) Driver Experience Deductible In addition to the Standard Deductible, a Driver Experience Deductible may apply, the amounts of which are stated in the Schedule and they apply when the person using the Motor Vehicle at the time of the occurrence is:)		
i) under 21 years of age; or	1)	21	;
ii) 21 or more years of age and has been licensed to drive in	2) 21		

Ukraine for less than two years.

i) When the only damage sustained by the Motor Vehicle is breakage of its windscreen or window glass the Standard Deductible will apply but not the Driver Experience Excess.

6.2. Company to Be Notified

a) The Insured or his legal personal representatives shall give notice in writing to QBE-Ukraine of any accident, damage or loss as soon as possible after the occurrence thereof.

b) Notice shall also be given in writing to QBE-Ukraine immediately the Person Insured or his legal personal representatives shall have knowledge of any impending prosecution or inquest in connection with any accident for which there may be liability under this Policy.

6.3. Insured to Co-operate With QBE-Ukraine

Every letter, claim, writ, summons or process shall be notified or forwarded to us immediately on receipt thereof.

a) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without our written consent.

b) We shall be entitled to take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute in the name of the Insured any claim for indemnity of damages or otherwise and shall have full discretion in the conduct of any proceedings or in settlement of any claim.

c) The Insured shall give all such information and assistance as we may require.

6.4. Repair Of Motor Vehicle

The Insured shall not authorise the repair of the damaged Motor Vehicle without our consent unless we have agreed to a Repair Authority Limit in writing.

6.5. Total Loss Settlement

Where we pay a Total Loss claim no refund of premium will be payable in respect of that Motor Vehicle for any reason, and QBE-Ukraine shall have the right to retain any salvage or remaining parts of the Motor Vehicle.

6.6. Reasonable Care

The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain the Motor Vehicle in efficient condition and we shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of accident or breakdown, the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle is driven before the necessary are effected any extension of the damage or further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this policy.

7. ADDITIONAL-BENEFITS

7.1. Cross Liability

The words "the Insured" shall apply to each party comprising the Insured in the same manner as if that party were the only party named herein as the Insured.

7.2. Removal of Debris

QBE-UGPB will indemnify the Insured under the Section 2 of this Policy for costs, charges and expenses necessarily and reasonably incurred to clean up and remove any debris as a result of an accident involving the Motor Vehicle or caused by or arising from goods falling from the Motor Vehicle.

7.3. Recovery Costs

This Policy extends to include the costs expended by the Insured in the recovery or return of a stolen Motor Vehicle but limited to Hryvna equivalent of US\$300 any one vehicle.

7. ДОДАТКОВІ ВИПЛАТИ

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7.4. Earthquake

This Policy includes loss or damage occasioned by or happening through Earthquake or Subterranean Fire.

7.5. Riot of Civil Commotion

This Policy extends to include loss or damage to the Motor Vehicle occasioned by or happening through riot or civil commotion.

7.6. Using other Motor Vehicles

The Company will in respect of a Motor Vehicle other than the Insured's own, but in the Insured's legal custody or control being used in substitution for the Motor Vehicle which is not then in use, indemnify the Insured to the extent of the indemnity under the Section 2,

Provided that:

a) not more than one such substitute Motor Vehicle is being used at any one time in respect of each Motor Vehicle described in the Schedule;

b) the substitute vehicle is of similar type to the Motor Vehicle which is not then in use.

7.7. Total Loss Clause

QBE-Ukraine will pay the cost of replacing an insured sedan or station wagon becoming a total loss within 6 months of the commencement date of the original registration with a new vehicle of the same make, model or series subject to availability in locality or at our option pay the Insured's equivalent of such replacement, but no more than the Sum insured stated in the Policy Certificate.

7.8. Interested Parties

Indemnity against loss or damage as described is extended to include any person, company or firm who has a financial interest in the Insured Vehicle(s).

8. CLAIMS PROCEDURE

8.1. Upon the discovery of any circumstances giving rise or likely to give rise to a claim under this Policy the Insured shall:

() as soon as practical give notice to the Company explaining fully all such circumstances;

(b) deliver a detailed proof of loss, duly sworn, to the Company within 30 days after the discovery of the loss;

(c) at all reasonable times permit the Company or its agents to inquire into, investigate and examine the circumstances of the alleged loss by the Insured, and the claim in respect thereof, and the Insured shall at his own expense, upon being required so to do by the Company or its agents, produce all books, vouchers, correspondence, documents, receipts and all entries relating to the alleged loss in his possession or control, and shall furnish copies and give all possible assistance as may be required by the Company relating to the claim;

(d) take all reasonable precautions to prevent further loss, damage or liability;

(e) not negotiate, admit, repudiate or pay any claim by any person;

(f) have notice in writing to the Company of any insurance or insurances already effected, or which may be subsequently effected, covering any of the interest hereby insured.

8.2 Fraudulent or False Claims

If any claim is fraudulent or false in any respect, the Company may at its option refuse to pay the whole or part of such claim.

8.3 Contribution

When a loss paid under this Policy is also recoverable under another policy or policies and the Company has paid more than its rateable share, the Company reserves its right to seek contribution from the other insurer or insurers.

8.4 Adjustable Premiums

If the first or renewal premium for this Policy or any Section or Benefit thereof has been calculated on estimates furnished by the Insured then the Insured shall keep accurate records containing all relevant particulars and shall at all times allow

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8. ПРОЦЕДУРА ПОДАННЯ ВИМОГ

8.1.

8.2 Неправдиві та шахрайські вимоги

8.3 Відшкодування

8.4 Корегування премій

the Company to inspect them.

The Insured shall within 30 days after the expiry of each period of insurance provide the Company with the particulars and Information which the Company requires.

The premium for that period of Insurance shall be adjusted accordingly and any difference paid by or allowed to the Insured as appropriate subject to receipt and retention by the Company of its usual minimum premium.

8.5 Payment of Premium

The Insured will pay promptly to the Company the premium, any adjustments of premium and other amounts charged for this Policy and any renewal, extension or endorsement of the Policy.

9. JURISDICTION

10.1. This agreement shall be construed in accordance with the laws and practice of Ukraine.

Section 3 – Personal accident:

CONTENTS.

Information about Your Policy

Part 1 ó Definitions.

Part 2 ó What You Should Remember.

Part 3 ó Insurance Coverage.

Part 4 ó Schedule of Benefit.

Part 5 ó General Exclusions Applicable to This Policy.

Part 6 ó Claim Payment.

INFORMATION ABOUT YOUR POLICY

Some words in the Policy have a special meaning. They are defined in the Part 1.

Part 2 contains some things concerning your Policy which you should remember.

Some exclusions are applicable to all parts of this Policy. They are indicated in the Parts 2 and 5.

PART 1

DEFINITIONS

Compensation ó means the sum shown in the Policy Certificate which is payable by the insurance company QBE Insurance as a result of an event defined in the Schedule of Benefit in the Part 4 of this Policy. The maximum amount of compensation payable under this Policy is 100% of the Principal Amount shown in the Policy Certificate.

Damage ó means unexpected bodily injury to the Insured Person caused solely and directly by external and evident causes as a result of an accident which occurred within the policy period.

Accident ó means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.

Policy Period ó a period stated in a Policy Certificate.

Permanent Total Disablement ó means total disablement resulting from injury which totally prevents the Insured Person from performance of his/her regular duties in occupation or profession and whereby the Insured Person is given disability degree in the order stipulated by the Law.

Policy ó means this document and the current Policy Certificate.

We\Our\Us ó means öQBE-Ukraineö, 8 Illinska str., Kyiv, Ukraine 04070, telephone 559-53-88.

You\Your ó means the Person indicated in the Policy Certificate as the Insured.

Insured Person – means the Person (or Persons) named by you and indicated in the Certificate.

PART 2

WHAT YOU SHOULD REMEMBER

1. Fraudulent Claims and Deliberate Damage

If you or someone acting on your behalf makes a false claim or causes loss or damage deliberately, we may:

- refuse to pay a claim or reduce the amount we pay;

8.5 Сплата премій

9. ЗАКОНОДАВСТВО

10.1.

Розділ 3 – Нещасні випадки:

ЗМІСТ.

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2 -

3 -

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5 -

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ЧАСТИНА 1

ВИЗНАЧЕННЯ

Компенсація ó

QBE

4

100%

Пошкодження ó

Нещасний випадок –

Період страхування ó

Постійна повна втрата працездатності ó

Поліс ó

Ми\наш\нас\нам – öQBEö (öø - ö),
04070, , 8, . 559-53-88.

Ви\Ваш ó

ЧАСТИНА 2

РЕЧІ ЯКІ ВИ МАЄТЕ ПАМ'ЯТАТИ

1. Шахрайські вимоги та зумисна шкода

- cancel this Policy; or
- take legal action against you.

2. Payment of Principal Amount.

If we pay the Principal Amount shown in the Certificate for one Insured Person, than insurance coverage provided under this Policy ceases for this Person and premium is not returned.

3. Medical Services.

We may refuse to pay insurance reimbursement if Insured Person did not apply for and undergo proper medical treatment provided by qualified medical practitioner other than the Insured Person him/herself, immediately after the time of the the Damage occurrence.

PART 3 INSURANCE COVERAGE

We will pay compensation stated in the Part 4 provided that Damage occurs while staying of Insured Person in any one of the Motor Vehicles insured under this Policy.

The compensation will be paid to Insured Person, or other person on his/her behalf, or assignees in accordance with the law.100% of the amount of compensation is shown in the Certificate as a Principal Amount. Percentage if the Principal Amount to be paid by any separate events are shown in the Schedule of Benefit in the Part 4.

PART 4 SCHEDULE OF BENEFIT

Event	Compensation (percent out of Principal Amount shown in the Certificate)	Подія	(, С .)
AS A RESULT OF ACCIDENT:	%	ВНАСЛІДОК ПОШКОДЖЕННЯ:	%
1. Death	100	1.	100
2. Primary disability ó I Degree	100	2. 1	100
3. Primary disability ó II Degree	70	3. 2	70
4. Primary Disability ó III Degree	50	4. 3	50
5. Medical Expenses	Up to UAH 3000 in accordance with invoices provided	5.	3000

In case where Disability Degree caused by one and the same damage changes during 12 months since the time when this damage occurred, we will pay or retain the difference between corresponding compensations.

PART 5 GENERAL EXCLUSIONS APPLICABLE TO THIS POLICY

We will not pay any claim under this Policy when the claim arises directly or indirectly out of:

- War (whether war be declared or not) or any acts resulting from it, invasion, acts of foreign enemies, civil war, revolution, rebellion, military or usurped expropriation, nationalisation, confiscation, destruction of property by instructions of any government or state authorities, radiation or radioactive emanation.
- Participation of the Insured Person in:
 - Criminal acts of any kind.
 - Operating Motor Vehicles and other machines in the condition of intoxication by alcohol or other condition prohibited under the current legislation.

Any professional sports events.

PART 6 CLAIM PAYMENT

After occurrence of an Accident, You should:

- -
 -
 -
- ### 2. Сплата Головної страхової суми.

3. Медичне обслуговування.

ЧАСТИНА 3 СТРАХОВИЙ ЗАХИСТ

ЧАСТИНА 4 ТАБЛИЦЯ КОМПЕНСАЦІЙНИХ ВИПЛАТ

ЧАСТИНА 5 ЗАГАЛЬНІ ВИКЛЮЧЕННЯ, ЩО ЗАСТОСОВУЮТЬСЯ ДО ЦЬОГО ПОЛІСУ

ЧАСТИНА 6 ВИПЛАТА СТРАХОВИХ ВІДШКОДУВАНЬ

1. Provide documents which confirm your being entitled to compensation under this Policy.
2. Submit:
 - A) In case of Death:
 - a copy of Certificate about Death of the Insured Person of established state form.
 - the original certificate on inheritance as regards the relevant sum of the insurance reimbursement under this Policy, drawn up in the order prescribed by the current legislation of Ukraine.
 - B) In case of Primary Disability:
 - medical reference of State commission in disability about giving Disability Degree.
 - C) In case of disablement of any kind:
 - Reference about temporary disablement, sick-lists, medical conclusions and invoices.

PART 7

CONTRACTORS CO-OPERATION

Rights and Duties of Parties:

- 1.1. The Insured shall be liable:
 - 1.1.1 To make payments in due time.
 - 1.1.2 When concluding the Insurance contract to present information to the Insurer of all known for him circumstances which have essential significance for estimation of risk and further to inform the Insurer about all changes of risk.
 - 1.1.3 To inform the Insurer of all insurance agreements concluded in respect of the object of insurance.
 - 1.1.4 To take all measures in respect of prevention and decrease of losses caused by Insured event.
 - 1.1.5 Upon request of the Insurer to present all information required for investigation of insurance occurrence and claims amount settlement in writing.
 - 1.1.6 To inform the Insurer about claim as soon as possible (within 1 days if the claim involved Theft and but not latter than in three (3) working days in all other claims) after he find out the claim. The words "he find out the claim" in this context, means his managers, or employees, or responsible driver of the Insurer have any information about claim. If the event demands intrusion of authorities Insured should immediately inform competent bodies of this fact.
 - 1.1.7 To present the claim application in written fixed form during 14 (fourteen) natural days from the moment of the accident.
 - 1.1.8 In case if the insured vehicle was repaid at the authorized repairing station to present the statement of the performed works during 7 (seven) natural days since the moment of receiving this statement.
- 1.2. The Insured shall have the right:
 - 1.2.1. When concluding the Insurance contract to authorise individuals or legal entities to receive sum insured (insurance indemnity) as well as to change them to the time of the Insured event.
- 1.3. The Insurer shall be liable:
 - 1.3.1 To familiarise the Insured with terms and conditions of insurance.
 - 1.3.2 to make arrangement for issuing Act of reimbursement (Release of Claims) issuing within seven (7) days on receiving of all necessary fully executed and duly drawn up documents, and shall effect insurance payment no later seven (7) days after

the signing of such Act.

1.3.3 To keep in confidence data about the Insured except for cases specified in applicable legislation of Ukraine.

1.4 If the Insured fails to fulfil any of the aforesaid liabilities and liabilities of the Insured stated the legislation of Ukraine, the Insurer shall have the right to refuse payment of insurance indemnity or decrease its amount

Order of insurance reimbursement payment

2.1. The Insured is obliged to notify the Insurer of the event which can give rise to a claim hereunder as soon as possible (within 1 days if the claim involved Theft and but not latter than in 3 working days in all other claims) from the date when the Insured became aware of this event happening. The notice can be given in one of the following forms:

- delivery by courier to the office of the Insurer: CJSC IC òQBE Ukraine ò Illinska, 8, Str., Kyiv, Ukraine ;
- fax notice with receipt of transaction confirmation to the fax number (044) 537-5399;
- email message to the email address: insurance@qbe-ukraine.com
- letter with notification to the address of the Insurerø (the date of sending, in accordance with the postal stamp, is considered to be the date of notice).

2.2. The Insurer obliges within two (2) working days after receiving notification of the event which can give rise to a claim hereunder take all measures in respect of issuance of all necessary documents, namely, to send the Claim form to the Insured.

2.3. The Insured shall provide the following documents to the Insurer:

- Claim form filled in signed and sealed by the Insured, in accordance with the Claim form provided by the Insurer for this type of loss or damage (the Insurer decides about the necessity to appoint at the Insurerø cost an expert not later than three (3) working days after receiving the Claim form filled in by the Insured, unless other documents are needed as well to make such decision). The Insurer notifies the Insured about appointment of the expert;
- The original (or copy) of the Insurance Agreement;
- Documents of competent authorities (Ministry of Internal Affairs, fire prevention bodies, and others) that confirm the fact, causes and circumstances of loss or damage;
- Documents confirming authority of the Insured (beneficiary) to get claim payment;
- Expertise done by an expert appointed by the Insurer or by the Insured with written consent of the Insurer.
- In case of theft of the insured vehicle the Insured shall not later than seven (7) calendar days from the moment of disclosure of theft submit to the Insurer all two (2) originals of keys from such vehicle as well as registration documents which is a necessary prerequisite for making insurance payment pursuant to the demands of this Policy.

The Insurer has the right to demand additional documents which are reasonably necessary to clarify the amount and circumstances of the insured event or occurrence. The Insurer has the right to send inquiries to competent authorities concerning relevant documents and information that confirm the fact and the cause (causes) of the occurrence or insured event and the amount of loss or damage.

The Insurer obliges on the Insuredø request to contribute to receiving by the Insured of due documents by means of sending requests to competent authorities, if this is not to the contrary with the Ukrainian legislation.

2.4. The Insurer is liable to make arrangement for issuing Act of reimbursement (Release of Claims) issuing within 7 days on receiving of all necessary fully executed and duly drawn up

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Порядок сплати страхового відшкодування

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documents, and shall effect insurance payment no later 7 days after the signing of such Act.

If the Insurer refuses to make claim payment, the Insurer sends to the Insured respective notice in written with explanation of reasons for refusal. The reasons for reimbursement refusal are cases provided by Certificate and Conditions of insurance of this Agreement an other cases according with legislation of Ukraine

2.5. After receiving the Act-Release duly signed and sealed by all Parties the Insurer pays to the Insured (or to another person, if applicable) the claim payment within seven (7) working days unless otherwise agreed by the Parties.

2.6. If the Insured does not agree to the results of the expertise appointed by the Insurer, then the Insured has the right to perform at its own cost additional expertise by duly certified official expert.

2.7. The Insured has the right to appeal juridicially against the refusal in claim payment by the Insurer in accordance with current legislation of Ukraine.

Alterations and termination:

3.1. This Policy may be cancelled by the Parties involved and also in the following events:

- Expiry of the policy period;
- Full performance by the Insurer of its respective obligations;
- In the event of non-payment by the Insured of any premium installment hereunder by the respective date as set out above the Insurer will have the right to issue to the Insured the Cancellation Notice in writing ten (10) days prior to such cancellation coming into effect.
- Liquidation of the Insured ó legal entity or death of the Insured ó physical person or loss of capabilty in the manner envisaged by the legislation in force;
- Liquidation of the Insurer in the manner envisaged by the legislation in force;
- In case of a court judgement rendering this Policy void;
- In other cases envisaged by the legislation of Ukraine.

3.2. Alterations and changes may be amended to the present Policy provided by mutual agreement of the parties in writing.

3.3. This Policy may be cancelled on demand of either Insured or Insurer.

3.3.1. Issuance of thirty (30) days notice in writing to the other party prior to such cancellation taking effect is necessary.

3.3.2. If the Policy is to be cancelled at the request of the Insured, the Insurer will return a part of full insurance premium hereunder which relates to the period from the effective cancellation date to the expiry of this policy less the administrative expenses born by the Insurer and defined as such within the rate calculation (administrative expenses amount 20% but not less than UAH 300) and any actual sum and amounts which have been paid as insurance indemnity hereunder. If this cancellation by the Insured resulted from non-fulfillment by the Insurer of his respective obligations provided for herein the Insurer will return the paid insurance premium in full.

3.3.3. If the Policy is to be cancelled at the request of the Insurer, the Insurer will return the Insured the full insurance premium paid hereunder. If this cancellation by the Insurer resulted from non-fulfilment by the Insured of its respective obligations provided for herein the Insurer will return part of full insurance premium hereunder which relates to the period

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Порядок внесення зміни та припинення дії договору:

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from the effective cancellation date to the expiry of this policy less the administrative expenses born by the Insurer (and defined as such within the rate calculation) and any actual sum and amounts which have been paid as insurance indemnity hereunder.

Obligations of parties:

4.1. In case of untimely payment of reimbursement the insurer is obliged Insured to pay fine in amount of NBU double discount rate of debts for each banking day of delay.

4.2 In case of failure on the part of the Insurer or Insured to meet the requirements of the present Agreement the Party to blame shall be liable subject to the acting Law.

General Terms:

5.1. In return for the payment of the premium, and subject to all the terms of this Policy and in compliance with those terms, we agree with you to provide the insurance as stated in this Policy.

5.2. Certificate, terms of insurance, additions and additions which are celled to this Certificate together named "Agreement". This Agreement is celled on the basis of "Rules of voluntarily insurance of ground vehicle, except for all-rail" from 01.02.2008 year and License AB 1396258, "Rules of voluntarily public liability of proprietors of ground vehicle" insurance from 01.02.2008 year and License AB 396262, "Rules of the voluntarily ensuring against accidents" from 01.02.2008 year and License AB 396256. Rules are registered the State commission on adjusting of market of financial services of Ukraine.

5.3. For this Policy, the Ukrainian translation of the Agreement prevails in the event of any conflict in interpretation or translation.

5.4. For any amount expressed in a foreign currency, all transactions will be made in Hryvnia, based on the exchange rate set by the National Bank of Ukraine for the day of transaction. This condition is valid for the Insured registered under Ukrainian Law.

5.5. Any refusal to reimbursements would be presented in written form in 14 days after QBE receive all necessary documents in accordance to the Insurance Policy.

5.6. The amount of reimbursement cannot exceed the amount of direct loss incurred by the Insured.

5.7. In case of the Insured undue payment or failure to pay the insurance premium or its next part on time the Parties have agreed to cancel this Agreement starting from the moment of its conclusion, in compliance with the Article 214 of Civil Code of Ukraine and the Article 28 of the Law of Ukraine "About Insurance".

The outcome of such cancellation of the Agreement shall be termination of all its provisions including Parties obligations starting from the moment of the Agreement conclusion, i.e. canceling this Agreement by the Parties shall mean the occurrence of such condition of legal relations between the Parties as if this Agreement have never been concluded. Any later claims of the Parties toward each other connected with fulfillment of the obligations under this Agreement as to which the Parties have exercised their right to cancellation, shall be impossible.

By signing this Agreement the Parties express their mutual consent to cancel this Agreement according to this clause.

In case the Agreement provides phased payment by the Insured of the insurance premium this provision about cancellation of the Agreement shall not be applied regarding the periods of the insurance coverage for which the Insurer has received from the Insured the duly paid parts of the insurance

Відповідальність Сторін:

4.1

4.2

Загальні умови:

5.1.

5.2.

ö 01.02.2008
A 396258, §
ö 01.02.2008
A 396262, §
ö 01.02.2008
A 396256.

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28 § 214 ö,

premium.

If during operation of the Agreement where premium is payable by installments the Insurer's obligation to pay the reimbursement(s) arises, and at the time of such payment the Insurer has not received any of the installments, (even if these installments are not yet due), the Insurer shall be entitled to deduct from the sum of such reimbursement(s) the sums of all installments under the Agreement which were not received by the Insurer unless the Parties agree otherwise.

Special Policy Conditions:

6.1. Repair Authority Limit - Zero.

6.2. Additional Benefit "Additional Vehicles" deleted.

6.3. Indemnity base:

The basis of the Indemnity estimation will be the replacement repairing value of the insured vehicle, calculated on the basis of bills of certified Service station for vehicles which are subject to after-sales service; for other vehicles repairing value is calculated on the basis of bills agreed by the Insurer or, at the Insurer's discretion, the replacement repairing value calculated according to the auto expertize assigned by the Insurer.

6.4. The loss when the amount of material damage (after deductible and depreciation) exceeds 80% of the market value of the motor vehicle at the moment of the loss occurrence should be considered as a Total loss.

In case of the insurance event occurrence the Insurer shall pay the Insured the reimbursement equal to the sum either of the market value of the insured vehicle or its declared value depending on which sum is less.

6.5 The Insurer at his own discretion shall be entitled not to demand the obligatory submission of the road police certificate on the insurance event: damage of separate parts of the insured vehicle provided the maximum amount of each reimbursement does not exceed UAH 5 000.

6.6. In the event of payment of the reimbursement when Total loss occurs, the Insurer will have a right to demand from the Insured to transfer on the Insurer the property rights on such vehicle.

6.7. Reinstatement of Sum Insured (Limit of Insurance).

It's agreed, that after insurance event's settlement the Sum Insured (Limit of Insurance) would be reinstated automatically, excluding events of Total Loss.

6.8. The Insured signing this Policy confirms the Insurer has duly notified the Insured of all insurance rules and conditions.

Спеціальні умови Договору:

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The Insured / Страхувальник:

The Insurer / Страховик: