

"APPROVED"

**Minutes of the Board of Directors
Insurance Company Basel JSC
Minutes No 09/25 dated April 01, 2025**

RULES

**VOLUNTARY INSURANCE
CIVIL LIABILITY OF AIR TRANSPORT OWNERS
Insurance Company Basel JSC**

Almaty, 2025

CONTENT:

1. General Provisions
 2. Object of insurance
 3. Insured events
 4. Exclusions from insured events and insurance limitations. Grounds for exemption of the Insurer from insurance payment
 5. Procedure for determining the sum insured. Franchise
 6. Insurance. Payment procedure and deadlines
 7. Procedure for concluding the Insurance Agreement
 8. Term and place of validity of the Insurance Agreement
 9. Rights and obligations of the parties
 10. Actions in the event of an insured event
 11. Documents required for consideration of the issue of insurance payment
 12. Procedure and conditions for making an insurance payment
 13. Consideration by the insurer of the issue of insurance payment
 14. Double Insurance
 15. Subrogation
 16. Amendments and additions to the Insurance Agreement
 17. Terms and Conditions of Termination of the Insurance Agreement
 18. Liability of the parties
 19. Dispute Resolution Procedure
 20. Additional conditions
- Appendices No 1, 2 and 3

1. GENERAL PROVISIONS

- 1.1. These Rules of Voluntary Insurance of Civil Liability of Air Transport Owners of Basel Insurance Company JSC (hereinafter referred to as the Rules) have been developed in accordance with the Civil Code of the Republic of Kazakhstan and the Law of the Republic of Kazakhstan dated December 18, 2000 No126-II "On Insurance Activities".
- 1.2. Under the terms of the rules, JSC IC "Basel" (hereinafter referred to as the Insurer) carries out voluntary insurance of civil liability of air transport owners in case of damage to third parties as a result of the use of the vehicle by entering into a voluntary insurance contract for civil liability of air transport owners (hereinafter referred to as the Insurance Agreement) with legal entities (regardless of the form of ownership) or capable individuals (regardless of citizenship).
- 1.3. The purpose of voluntary insurance of civil liability of the owner of air transport is to provide insurance protection of the property interests of the Insured in the event of his liability for causing harm to the health, life and property of third parties as a result of the operation of the aircraft by the Insured.
- 1.4. In case of reorganization of the Insurant being a legal entity during the validity period of the Insurance Agreement, its rights and obligations under this Agreement shall be transferred with the consent of the Insurer to the relevant successor in the manner determined by the legislation of the Republic of Kazakhstan.
- 1.5. In the event of death of the Insurant - an individual during the validity period of the Insurance Agreement, his rights and obligations under this Agreement are transferred with the consent of the Insurer to his heirs in the manner determined by the legislation of the Republic of Kazakhstan.
- 1.6. The following concepts are used in these rules:
 - 1) **insurance rules** - a document of an insurance organization that determines the conditions for insurance for a certain type of insurance;
 - 2) **Insured** – a legal entity or an individual who has entered into an Insurance Agreement with the Insurer;
 - 3) **Beneficiary** - a legal entity or an individual who, in accordance with the Insurance Agreement, is the recipient of the insurance payment;
 - 4) **insured event** - an event, upon the occurrence of which the Insurance Agreement provides for the insurance payment. An event considered as an insured event must have signs of probability and randomness of its occurrence;
 - 5) **harm to the person** - bodily injuries, wounds, health disorders, death, as a consequence of an insured event;
 - 6) **damage to property** - destruction, damage or loss of real property, as a consequence of an insured event;
 - 7) **Sum insured** – the amount of money for which the object of insurance is insured and which is the maximum amount of liability of the Insurer in the event of an insured event;
 - 8) **insurance premium** – the amount of money that the Insured is obliged to pay to the Insurer for the latter's assumption of obligations to make an insurance payment to the Insured (Beneficiary) in the amount determined by the Insurance Agreement;
 - 9) **period of validity of insurance protection** - the term of validity of the Insurance Agreement, unless otherwise provided by the Insurance Agreement;
 - 10) **insurance indemnity** – the amount of money paid by the Insurer to the Insured (Beneficiary) within the insured amount upon the occurrence of an insured event;
 - 11) **aircraft/air transport** is an aircraft maintained in the atmosphere by its interaction with the air, other than with the air reflected from the earth's (water) surface. The concept

of air transport/aircraft includes its hull, engines, landing gear, electrical and hydraulic systems and other special equipment installed on board, provided that it is related to the provision of flights, and having duly executed appropriate Documents;

- 12) **aviation incident** - an event that occurred during the use of an aircraft for the purpose of flight, associated with a violation of the normal functioning of this aircraft, its crew, other aviation personnel or associated with the impact of external conditions, but did not lead to an aviation accident;
- 13) **Aviation accident** - an event that occurred during the use of an aircraft for the purpose of flight, associated with a violation of the normal functioning of this aircraft, its crew, other aviation personnel or associated with the impact of external conditions and led to the death of people, significant damage, destruction or loss of the aircraft;
- 14) **aircraft flight** - movement of an aircraft on the ground (water) surface and in the airspace from the beginning of takeoff run during takeoff (separation from the ground or water surface during vertical takeoff) to the end of the run (clearing the runway without stopping) or touching the ground (water) surface during vertical landing;
- 15) **Victims:**
 - third parties who are not passengers of the aircraft/cargo owners or employees of the Insured/airport/companies engaged in repair, security, escort, etc. of the aircraft, whose life/health and/or property were damaged by the Insured as a result of the operation of air transport;
 - passengers whose life/health and/or property were damaged during transportation;
 - cargo owners whose property interests have been damaged during transportation.

Not victims: employees of the Insured, members of the air transport crew.

- 16) **passenger** - any person, except for crew members, who is transported or is to be transported on an aircraft in accordance with an air carriage agreement;
- 17) **cargo owner** - owner(s)/sender(s)/recipient(s) of cargo that is transported or is to be transported on an aircraft in accordance with the air carriage agreement;
- 18) **Crew members** are flight crew members and service personnel. The crew composition is determined depending on the type and purpose of the aircraft, as well as the purposes and conditions of its operation during flights and is determined by the developer and the customer. The minimum crew composition from among the flight personnel is specified in the Flight Manual of the aircraft of this type. having valid certificates of flight personnel, as well as training and experience necessary to operate an aircraft of this type and its equipment: pilots, navigators, flight engineers, flight mechanics and radio operators. Service personnel include crew members who do not perform duties related to the control of the aircraft and its equipment during the flight: flight attendants, flight operators and other specialists depending on the purpose of the aircraft and the purpose of the flight;
- 19) **third parties** - individuals and legal entities entitled to submit claims to the Insured. Third parties do not include the Insured himself, his employees, as well as legal entities and individuals acting on behalf of the Insured;
- 20) **Checked baggage** means the passenger's baggage accepted by the Insured for transportation under his responsibility for its safety and for which he has issued a baggage receipt and a baggage tag;
- 21) **carry-on baggage/items carried by the passenger** - unchecked baggage, as well as items of clothing and other items, and items carried by the passenger;
- 22) **Cargo** - any property carried on board the aircraft, except for mail, flight supplies and accompanied and incorrectly handled baggage;

23) Transportation period:

- air transportation of the passenger, covering the period of time from the moment the passenger entered the airport apron for boarding the aircraft and until the moment the passenger left the apron under the supervision of the Insured's authorized persons;
- air transportation of baggage, covering the period of time from the moment it is accepted for transportation and until it is issued to the recipient or transferred to another person in accordance with the established rules;
- air transportation of cargo, covering the period of time from the moment of its acceptance for transportation and until its issuance to the recipient or its transfer to another person in accordance with the established rules;

24) **apron** - a section of the airfield of an aerodrome designed to accommodate aircraft for the purpose of embarkation and disembarkation of passengers, loading and unloading of baggage, cargo and mail, as well as for other types of services;

25) **damage to baggage, cargo** - rendering unusable baggage, cargo or part of baggage, cargo during transportation, as a result of which they cannot be fully used for their original purpose (have lost their value);

26) **Loss of baggage, cargo** is a malfunction of transportation, in which the Insured, after the expiration of the period established for delivery, is unable to issue to an authorized person the baggage or cargo accepted for transportation, regardless of whether it occurred as a result of their actual loss, theft, dispatch or erroneous delivery at an intermediate airport. Checked baggage or cargo is considered lost if it is recognized by the carrier or if this baggage or cargo has not arrived at the point destination within 7 days after the expiration of the delivery period.

27) **Database formation and maintenance organization** – a non-profit organization with state participation, which forms and maintains a database on compulsory voluntary types of civil liability insurance on the basis of the Law of the Republic of Kazakhstan "On Insurance Activities and Legislative Acts of the Republic of Kazakhstan on Compulsory Types of Insurance".

2. OBJECT OF INSURANCE

- 2.1. The object of insurance is the property interests of the Insured related to his obligation, established by the civil legislation of the Republic of Kazakhstan, to compensate for damage caused to the life, health and/or property of third parties/passengers/cargo owners recognized as victims, in connection with the operation of air transport.
- 2.2. Unlawful interests of the Insured are not subject to insurance.

3. INSURED EVENT

- 3.1. An insured event is the fact of the occurrence of civil liability of the Insured for compensation of:
- 1) damage to life/health and property of third parties caused directly by the aircraft, its parts or a person or object that fell out of it during the operation of air transport from the moment the engine is started for the flight at the airport of departure until the engine is turned off at the airport of destination (transit airport);
 - 2) harm to life/health of an aircraft passenger; damage to the aircraft passenger caused as a result of damage, loss or destruction of checked baggage and personal belongings carried by the passenger, during air transportation;
 - 3) damage to the cargo owner caused as a result of loss, damage or destruction of cargo during air transportation or a combination thereof in accordance with the insurance conditions determined by the Insurance Agreement.

- 3.2. The fact of the Insured's liability for causing harm to the victim is established on the basis of the Insured's voluntary recognition of the victim's claims for compensation for harm as justified and the Insurer's written consent to the recognition of the claims by the Insured or on the basis of a court decision that has entered into force. For some or all risks, the Insurance Agreement may provide for the establishment of the fact of the Insured's liability only on the basis of a court decision that has entered into force.
- 3.3. The fact of the Insured's liability for obligations as a result of causing harm to the victim is recognized as an insured event, provided that there are no signs of intent or gross negligence in the actions of the Insured (his employees/crew members).
- Intent is characterized by the fact that a person foresaw the illegality of his behavior and the possibility of the occurrence of negative consequences, but deliberately did not take measures to prevent them.
- Gross negligence is characterized by the fact that a person foresaw the possibility of the occurrence of adverse consequences of his action (inaction), but did not show the necessary attentiveness, conscientiousness, care, foresight (without sufficient grounds for this, thoughtlessly counted on the prevention of these consequences).
- 3.4. The Insurance Agreement may provide for a retroactive (retrospective) period of the Insurer's liability without additional payment of the insurance premium or for an additional insurance premium. Unless otherwise provided by the Insurance Agreement, the Insurer shall be liable only for the events (causes) as a result of which the damage was caused to the victims, which occurred during the validity period of the Insurance Agreement.
- 3.5. The Insurance Agreement may provide for an "extended reporting period" - an additional (extended) period for filing a claim - a period of time after the expiration of the Insurance Agreement, during which insurance protection is provided against errors or omissions that occur during the validity period of the Insurance Agreement, but are not declared as a claim before its expiration.
- The insurance contract may provide for a claim period of 60 calendar days without payment of an additional insurance premium. The insurance contract may provide for a claim period of a different duration and/or for an additional insurance premium.
- 3.6. Clauses on the retroactive (retrospective) period of liability and an additional (extended) period for filing a claim must be included in the Insurance Agreement when it is concluded.
- 3.7. Unless otherwise provided for in the Insurance Agreement, the date of occurrence of the insured event shall be:
- 1) date of submission of the claim to the Insured for cargo transportation;
 - 2) the date of submission of a claim or a lawsuit from third parties and passengers to the Insured.
- 3.8. Unless otherwise provided for in the Insurance Agreement, several claims or claims for compensation for damage caused by the Insured as a result of the same error or omission shall be recognized as separate insured events (even if there is a collective claim or a class action or several claims have been combined into one proceeding by the court).

4. EXCLUSIONS FROM INSURED EVENTS AND INSURANCE LIMITATIONS. GROUNDS FOR EXEMPTION OF THE INSURER FROM INSURANCE PAYMENT

- 4.1. The insurance does not cover the civil liability of the Insurer that occurred as a result of:
- 1) operation by the Insured of an aircraft that does not have a valid certificate of state registration of the aircraft and a valid certificate of airworthiness of the aircraft and other documents required by state and departmental management bodies to ensure flight safety in air transport;
 - 2) violation by the Insured/crew members of the rules of preparation of the aircraft for flight, flight rules, rules of transportation of passengers (cargo, baggage), sanitary and

hygienic requirements, other requirements for the maintenance, protection, repair, flight and technical operation of the aircraft, established by the legislation of the Republic of Kazakhstan and international treaties ratified by the Republic of Kazakhstan;

- 3) the flight crew members do not have a valid flight personnel certificate and/or training/experience necessary to operate the aircraft of this type and its equipment;
- 4) maintenance of the aircraft by unqualified personnel who do not have a special permit and have not undergone special training, as well as maintenance and/or repair by persons who are not specially trained and do not have a special permit;
- 5) if the damage occurred as a result of any reasons, if there are more passengers or cargo on board the aircraft than specified in the Insurance Agreement;
- 6) use of the aircraft by the Insured for purposes not provided for by the insurance application, or outside the designated area of operation of this aircraft (unless caused by force majeure);
- 7) use of take-off and landing sites not intended for the insured transport (except for forced cases);
- 8) the use of air transport for testing, sporting/demonstration or training purposes;
- 9) if the damage occurred as a result of the transportation of the aircraft by any means of transport;
- 10) if the damage occurred as a result of overflight of the aircraft after major or emergency repairs;
- 11) if the damage occurred as a result of the use of the aircraft for hunting, shooting, intentional splashing or spraying of anything;
- 12) use of air transport for illegal purposes, including those resulting from the commission of actions by the Insured/crew members recognized by the court as criminally punishable, or if air transport was an instrument or means of crime;
- 13) if the damage occurred as a result of events excluded by the "Regulation on the Exclusion of Risks in the Event of War, Theft and Other Dangers" AVN.48B (Appendix No 1);
- 14) if the damage occurred as a result of testing new structures, as well as other flights requiring special permission;
- 15) failure of individual units of the aircraft due to any defects of these units and depletion of the service life - wear, aging, decrease in strength associated with operating processes and related factors (vibration, noise, electromagnetic interference, etc.), if the consequences of such damage are localized inside the units;
- 16) damage to aircraft structural elements associated with the impact of normal operating conditions and loads of an accumulative or progressive nature (corrosion, fatigue cracks, delaminations, etc.);
- 17) use of spare parts, components and/or consumables not specifically specified and not recommended by the manufacturer;
- 18) manufacturing defect or defect;
- 19) continued damage to the engine due to the ingress of foreign objects, which is considered normal wear and tear;
- 20) failure of the commander and crew to take measures to ensure flight safety, safety of air transport and passengers and property on board, if the damage occurred as a result of the Insured's deliberate actions aimed at the occurrence of an insured event or gross negligence of the Insured;
- 21) if the damage occurred as a result of the Insurant's failure to comply with the provisions of the legislation of the Republic of Kazakhstan or departmental regulatory documents, the violation of which is qualified as a crime.

- 22) if the damage occurred during the period of flight skills training and advanced training of pilots.
- 4.2. The insurance does not cover events if the damage was caused by:
- 1) the natural environment;
 - 2) for damages excluded by the "Regulation on the Exclusion of Exposure to Noise, Pollution and Other Hazards" AVN.46B (Appendix No 2);
 - 3) if the damage occurred as a result of events excluded by the "Regulation on the Exclusion of Exposure to Radiation or Radioactive Contamination" AVN.71 (Appendix No 3);
 - 4) property of the victim in the form of money, securities, gold, products made of precious and semi-precious stones and metals, other jewelry, jewelry, works of art or other valuables, including antique and other unique objects, objects of religious worship, collections, paintings, manuscripts;
 - 5) due to rotting, corrosion, wear, oxidation, shrinkage, leakage, evaporation, natural changes in the weight, weight or volume of the cargo, or normal wear and tear of the cargo;
 - 6) due to the properties of the cargo or its defects (including production);
 - 7) in case of shortage of cargo with the integrity of the outer packaging, including damage to the cargo by worms, rodents, insects;
 - 8) for losses during the delivery of cargo to the place of loading into the aircraft and after its unloading from the aircraft;
 - 9) for losses due to a drop in prices for the transported cargo.
- 4.3. Insurance payment is not made:
- 1) in case of damage to the Insured's family members, if the Insured is an individual;
 - 2) for losses due to damage to the person or property of any member of the Insured's crew (or any other crew), if the event occurred during the control (servicing) of the aircraft specified in the Insurance Agreement;
 - 3) for losses due to damage to the person or property of any employee of the Insured, arising during the performance of his labor duties;
 - 4) for losses due to damage to property that is in temporary use by the Insured or accidentally found on board the aircraft.
- 4.4. Insured events listed in clause 4.1. - 4.3. of these Rules may be insured on specially agreed terms for an additional insurance premium.
- 4.5. Non-pecuniary damage, damage caused by dissemination of information discrediting honor, dignity and business reputation (not related to the Insurer's obligation to observe the secrecy of insurance), losses of the Insured (crew members, Victim, Beneficiary) (including fines, penalties, forfeits, legal costs, expenses for sending victims to the desired destination/back, for renting accommodation or staying in a hotel during the repair of air transport, travel expenses, losses associated with production downtime, loss of commodity value/condition of air transport, lost profit), except for cases expressly stipulated by the Insurance Agreement.
- 4.6. The Insurer has the right to fully or partially refuse the Insured in insurance payment if the insured event occurred as a result of:
- 1) communication by the Insured to the Insurer of knowingly false information about the object of insurance, insurance risk, insured event and its consequences;
 - 2) deliberate failure by the Insured to take measures to reduce losses from the insured event;
 - 3) receipt by the Insured of the appropriate compensation for loss on property insurance from the person guilty of causing the loss;

- 4) obstruction by the Insured to the Insurer in the investigation of the circumstances of the occurrence of the insured event and in establishing the amount of the loss caused by him;
 - 5) failure to notify the Insurer of the occurrence of an insured event;
 - 6) the Insurant's waiver of its right of claim to the person responsible for the occurrence of the insured event, as well as the refusal to transfer to the Insurer the documents necessary for the transfer of the right of claim to the Insurer. If the insurance indemnity has already been paid, the Insurer has the right to demand its return in full or in part;
 - 7) other cases provided for by the Insurance Agreement.
- 4.7. The insurer is exempt from making the insurance payment if the insured event occurred as a result of:
- 1) the effects of a nuclear explosion, radiation or radioactive contamination;
 - 2) military actions, acts of terrorism;
 - 3) civil war, civil unrest of all kinds, riots or strikes.
- 4.8. The Insurer's refusal to make the insurance payment may be appealed by the Insured/Beneficiary in court.
- 4.9. The insurance agreement may establish other exclusions from insured events, insurance restrictions and (or) grounds for exemption of the Insurer from insurance payment in addition to those listed in this Chapter.

5. PROCEDURE FOR DETERMINING THE INSURED AMOUNT. FRANCHISE

- 5.1. The insurance amount is established by agreement of the parties. An insurance contract may establish:
- 1) the total insurance amount, i.e. the amount of all insurance payments made for all insured events, for the entire period of validity of the Insurance Agreement, may not exceed the amount of such total insurance amount;
 - 2) the sum insured for each insured event.
- 5.2. Under the Insurance Agreement, the following may also be established:
- 1) Maximum scope of liability for one and all insured events separately for each insurance risk:
 - aggregate annual insurance amount for harm caused to the life or health of all victims;
 - aggregate annual insurance amount for damage caused to the property of all victims;
 - insurance amount for harm caused to the life or health of one victim;
 - insurance amount for damage caused to the property of one victim;
 - 2) the maximum amount of liability for one insured event;
 - 3) other types of insurance amounts.
- 5.3. The insurance contract may provide for a franchise.
- 5.4. Franchise - the Insurer's exemption from compensation for damage not exceeding a certain amount provided for by the terms of insurance.
- 5.5. In case of a conditional deductible, the Insurer is exempt from compensation for damage not exceeding the established amount of the deductible, but must compensate for the damage in full if its amount exceeds this amount. In the case of an unconditional deductible, the damage is always compensated for the deduction of the established amount.
- 5.6. The type and amount of the applicable franchise is established by the Insurance Agreement.

6. INSURANCE. PAYMENT PROCEDURE AND DEADLINES

- 6.1. The amount of the insurance premium depends on the agreed terms of insurance, the term of the Insurance Agreement, the insured amount, as well as on the characteristics of air transport, the conditions and features of its operation, the list of selected risks, the insurance period, as well as other factors affecting the probability of the occurrence of an insured event and the amount of possible damage, additionally insured risks, and is calculated in accordance with the tariff policy of the Insurer.
- 6.2. The procedure for payment of the insurance premium is determined in the Insurance Agreement.
- 6.3. If the Insurance Agreement provides that the insurance premium is subject to calculation and payment upon the fact of transportation, then the Insurer calculates the insurance premium based on the planned data of the Insured for a certain period of time (month, quarter, etc.) with subsequent recalculation and mutual settlements based on actual data.
- 6.4. The Insurer has the right to verify the accuracy of the actual data provided by the Insured.
- 6.5. If the insurance premium or the first insurance premium is not paid on time, the Insurer has the right to terminate the Agreement early from the date of non-payment of the insurance premium. In this case, a written notification of the Insurer to the Insured is not required.
- 6.6. If by the time of the insured event the insurance premium (first insurance installment) is still not paid, the Insurer:
 - is exempt from fulfilling its obligations under the Agreement and is not responsible for insured events that occurred during the specified period, or
 - has the right to set off the amount of unpaid insurance premium (insurance premium) when determining the amount of insurance payment.

7. PROCEDURE FOR CONCLUDING AN INSURANCE CONTRACT

- 7.1. The Insurance Agreement shall be concluded on the basis of a written application of the Insured, filled out in the form established by the Insurer. The Insured is obliged to give answers to all questions posed to him by the Insurer in order to determine the degree of risk in relation to the insured air transport. The Insured's application is an integral part of the Insurance Agreement. If the Insured indicates false information in the application, the Insurer shall have the right to refuse the Insured in the insurance indemnity upon the occurrence of an insured event. When filling in the said application, the Insured shall inform the Insurer of all circumstances known to him/her that are essential for the assessment of insurance risk.
- 7.2. The Insured shall provide the Insurer with the following documents:
 - 1) a copy of the certificate of state registration of the aircraft;
 - 2) a copy of the air operator's certificate;
 - 3) copies of documents confirming the ownership of the aircraft (aircraft sale and purchase agreement, tender protocol, etc.);
 - 4) copies of documents confirming property lease, leasing, trust management, as well as for other use of the aircraft;
 - 5) copies of the acceptance certificate to the documents confirming the ownership of the aircraft, property lease, leasing, trust management, as well as for other use of the aircraft;
 - 6) permission of the Civil Aviation Committee of the Ministry of Transport and Communications of the Republic of Kazakhstan for the acquisition of ownership, property lease, leasing, trust management, as well as for other use of the aircraft (for civil aviation organizations, residents of the Republic of Kazakhstan);

- 7) act of inspection of the technical condition and determination of the suitability of the aircraft;
 - 8) Airworthiness certificate (in case of flight operation of the aircraft);
 - 9) aircraft type certificate (for ultralight aircraft, a copy certificate or a type certificate);
 - 10) Airworthiness certificate;
 - 11) logbooks (aircraft/helicopter logbook, aircraft/helicopter sanitary logbook);
 - 12) license for on-board radio stations;
 - 13) flight operation manual;
 - 14) Operator's Flight Operations Manual;
 - 15) air navigation and other documents provided for by the requirements of the legislation of the Republic of Kazakhstan and the International Civil Aviation Organization as necessary for flights;
 - 16) other documents in accordance with the terms of these Rules.
- 7.3. In order to conclude the Insurance Agreement, the Insurer may reduce the list of the above requirements/documents or request additional documents characterizing the degree of insurance risk.
- 7.4. The Insurance Agreement shall be concluded in the written form established by the Insurer, in two copies of equal force, one for each of the parties, signed by the authorized representatives of the parties and certified by seals.
- 7.5. During the term of the Insurance Agreement, with the consent of the parties, amendments and additions may be made to it, which are drawn up in writing and signed by representatives of the parties.

8. TERM AND PLACE OF VALIDITY OF THE INSURANCE CONTRACT

- 8.1. The Insurance Agreement is concluded for 1 year and is valid on the territory of the Republic of Kazakhstan, unless otherwise provided by the Agreement.
- 8.2. The insurance cover shall be effective from 00.00 a.m. on the day following the day of receipt of the insurance premium (first insurance installment) to the Insurer's bank account (in case of non-cash payment) or to its cash desk (in case of payment of the insurance premium in cash), unless otherwise provided by the Insurance Agreement.
- 8.3. The Insurer's insurance liability shall end with the term stipulated in the Insurance Agreement.
- 8.4. The insurance agreement may provide for the termination of its validity from the moment the Insurer makes the insurance payment for the first insured event.
- 8.5. The Insurance Agreement may provide for the extension of the insurance coverage in the event that the insured aircraft is on a flight, at an alternate aerodrome or in distress by the time of expiration of the Insurance Agreement for objective reasons, the Insurance Agreement is considered to be extended until the arrival at the destination of the last flight. In this case, the Insured shall pay an insurance premium proportional to the term of extension of the Insurance Agreement. This condition must be agreed in advance by the parties in the Insurance Agreement and is formalized by signing an additional agreement by the Parties.
- 8.6. By agreement of the parties, the Insurance Agreement may be extended for the next term, provided that one of the parties notifies one of the parties thereof 30 (thirty) calendar days before the date of termination of the Insurance Agreement and payment of the insurance premium.

9. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 9.1. **The insurer has the right to:**
- 1) check the information and documents provided by the Insured, as well as the Insured's compliance with the requirements and terms of the Insurance Agreement;

- 2) prior to the conclusion of the Insurance Agreement, inspect the condition of the aircraft owned by the Insured, on which transportation will be performed, the condition of its maintenance and operation, maintenance and study the relevant documentation, and after the entry into force of the Insurance Agreement, carry out control measures, participate in the investigation of insured events and perform other work related to the support of the Insurance Agreement during the period of its validity;
- 3) upon receipt of a notification of circumstances entailing an increase in the insurance risk, to demand a change in the terms of the Insurance Agreement or payment of an additional insurance premium in proportion to the increase in risk;
- 4) to demand termination of the Insurance Agreement if the Insurant fails to comply with the obligation to inform the Insurer about significant changes in the circumstances that have become known to him, reported to the Insurer when concluding the Insurance Agreement, if these changes may significantly affect the increase in the insurance risk, or if the Insured objects to the change in the terms of the Insurance Agreement or additional payment of the insurance premium in proportion to the increase in the degree of risk;
- 5) participate in measures to reduce the amount of losses. At the same time, the Insurer's participation in these events is not a confirmation of the recognition of the event as an insured event;
- 6) independently find out the causes and circumstances of the event that has signs of an insured event, including requesting from the relevant state bodies and organizations, based on their competence, documents confirming the fact of occurrence of the insured event and the amount of damage caused;
- 7) to demand from the Insured the information necessary to establish the fact of the insured event, the circumstances of its occurrence;
- 8) postpone the decision to make the insurance payment for 3 (three) months, until all the circumstances are clarified on the basis of the data and documents of the competent authorities with the sending of a written notice to the Insured in the manner and within the time limits provided for by the Insurance Agreement;
- 9) refuse to make an insurance payment or reduce its amount on the grounds provided for by these Rules, the Insurance Agreement and the current legislation of the Republic of Kazakhstan, or not recognize the event as an insured event, notifying the Insurant (Insured, Beneficiary) in writing;
- 10) to file a right of recourse against the person responsible for causing the damage;
- 11) to early termination of the Insurance Agreement in case of violation by the Insured (Insured) of the terms of these Rules and/or the Insurance Agreement;
- 12) perform other actions provided for by these Rules or the Insurance Agreement or the current legislation of the Republic of Kazakhstan.

9.2. The insurer is obliged to:

- 1) familiarize the Insured with these Rules and, at his request, submit (send) a copy of the Rules;
- 2) ensure the secrecy of insurance;
- 3) in the event of an insured event, make an insurance payment in the amount, procedure and terms established in the Insurance Agreement;
- 4) reimburse the Insured (Insured) for reasonable and reasonable expenses incurred by him/her to reduce losses in the event of an insured event;
- 5) in cases where the Insured (Insured) or the Victim (Beneficiary) or their representative fails to submit all the documents necessary for making the insurance payment, notify

them of the missing documents within the period established by the Insurance Agreement/Insurance Rules;

- 6) perform other actions provided for by these Rules or the Insurance Agreement or the current legislation of the Republic of Kazakhstan.

9.3. The insured has the right to:

- 1) familiarize yourself with the Insurance Rules before entering into the Insurance Agreement;
- 2) require the Insurer to explain the terms and conditions of insurance of its rights and obligations under the Insurance Agreement;
- 3) increase the insured amount, in case of an increase in the insured value, during the validity period of the Insurance Agreement, subject to the payment of an additional insurance premium;
- 4) get acquainted with the course of the investigation of the insured event by the Insurer;
- 5) to demand the insurance payment in favor of the Beneficiary in the amount, procedure and terms established by the Insurance Agreement;
- 6) early terminate the Insurance Agreement in the manner prescribed by these Rules, the Insurance Agreement and/or the legislation of the Republic of Kazakhstan;
- 7) to challenge in the manner established by the legislation of the Republic of Kazakhstan, the Insurer's refusal to make the insurance payment or to reduce its amount;
- 8) perform other actions provided for by these Rules or the Insurance Agreement or the current legislation of the Republic of Kazakhstan.

9.4. The insurant is obliged to:

- 1) pay insurance premiums in the amount, procedure and terms established by the Insurance Agreement;
- 2) when entering into the Insurance Agreement, inform the Insurer of all circumstances known to it that are essential for determining the probability of occurrence of an insured event and the amount of possible losses from its occurrence;
- 3) notify the Insurer of all Insurance Contracts concluded and being concluded in relation to the insured object with other insurance companies;
- 4) immediately, but not later than 3 (three) business days, inform the Insurer about significant changes in the circumstances that have become known to him, reported to the Insurer when entering into the Insurance Agreement, if these changes may significantly affect the increase in insurance risk. Significant changes include: changes in the territory of operation; transfer of an aircraft for rent, leasing, rental, pledge and other encumbrance; the use of an aircraft for testing, sports and training purposes; change in the purposes of its use specified in the application; significant damage or destruction of the aircraft, regardless of the occurrence of an insured event;
- 5) upon occurrence of an event that has signs of an insured event and (or) the consequence of which may be the occurrence of an insured event, notify the Insurer thereof and take the necessary actions in the manner and within the time limits established by these Rules and/or the Insurance Agreement;
- 6) to make a decision on the insurance payment, provide all the necessary and required documents by the Insurer in accordance with Chapter 11 of these Rules and/or the terms and conditions of the Insurance Agreement;
- 7) ensure the transfer to the Insurer of the right of claim to the person responsible for the occurrence of the insured event, including the provision of documents necessary for the exercise of such right;
- 8) take measures to reduce losses from the insured event;

- 9) provide all documents and information requested by the Insurer necessary to comply with the requirements of the legislation of the Republic of Kazakhstan;
 - 10) perform other actions provided for by these Rules or the Insurance Agreement and the current legislation of the Republic of Kazakhstan.
- 9.5. **The beneficiary has the right to:**
- 1) require the Insurer to explain the terms and conditions of the Insurance, its rights and obligations under the Insurance Agreement;
 - 2) at the conclusion and during the validity period of the Insurance Agreement, inform the Insurer about all current/concluded Insurance Contracts for similar risks in relation to this insured object;
 - 3) submit a claim for insurance payment to the Insurer;
 - 4) receive an insurance payment in the manner and on the terms provided for by the Insurance Agreement;
 - 5) to challenge in the manner established by the legislation of the Republic of Kazakhstan, the Insurer's refusal to make the insurance payment or to reduce its amount;
 - 6) perform other actions provided for by these Rules or the Insurance Agreement and the current legislation of the Republic of Kazakhstan.
- 9.6. The Insurer and the Insured shall maintain strict confidentiality in the use of commercial, technical, financial and other information received from each other in connection with the conclusion of the Insurance Agreement. Such information may be published or otherwise disclosed only with the prior written consent of the other party.
- 9.7. All notices, notifications, messages, proposals sent by the parties to each other on the performance of the Insurance Agreement or in connection with it shall be made in writing and will be considered submitted in the proper form if they are sent to the details specified in the Insurance Agreement by courier, letter with notice, fax, telegram or express mail.
- 9.8. The list of rights and obligations of the parties to this section is not exhaustive, certain obligations of the parties are provided for in other sections of these Rules, and may be supplemented/expanded/reduced/changed in the Insurance Agreement.

10. ACTIONS IN THE EVENT OF AN INSURED EVENT

- 10.1. In the event of an event that has signs of an insured event and (or) the consequence of which may be the occurrence of an insured event, the Insured shall:
- 1) immediately, but in any case no later than 3 (three) business days, inform the Insurer in writing about the insured event;
 - 2) take reasonable and available measures in the circumstances to prevent or mitigate possible losses, including measures to rescue and preserve the air transport/property of the victims;
 - 3) immediately inform the relevant bodies and organizations, based on their competence (subdivisions of internal affairs bodies, fire service bodies, emergency services, emergency situations agency), about the occurrence of the event; ensure that the event is documented by authorized state and other competent bodies;
 - 4) to preserve the air transport (if it is damaged) and the property of the victims (if it does not contradict the interests of safety or does not lead to an increase in damage) until it is inspected by the Insurer's representative in the form in which they were at the time of damage/death;
 - 5) provide the Insurer's representative with the opportunity to freely inspect the damaged air transport/property of the victims, participate in measures to mitigate losses and save the air transport/property of the victims;

- 6) assist the Insurer's representative in clarifying the causes and circumstances of the occurrence of the insured accident, incl. provide the Insurer with all information and documentation available to him/her, allowing to judge the causes, course and consequences of the insured event, the nature and extent of the damage caused, including ensuring the participation of the Insurer's representative in the meetings of the commission for the investigation of aviation accidents;
 - 7) immediately notify the Insurer in writing of receipt of any compensation (compensation) for losses caused as a result of the insured accident from third parties who are not victims;
 - 8) if the Insurer deems it necessary to appoint its representative to protect the interests of both the Insurer and the Insured, in connection with the occurrence of an insured event, to issue a power of attorney or other necessary documents to protect such interests to the persons specified by the Insurer. The Insurer has the right, but not the obligation, to represent the interests of the Insured in court or otherwise exercise legal protection of the Insured in connection with the occurrence of an insured event;
 - 9) bear the burden of proof of the occurrence of the insured event, as well as the losses caused by it, including payment for the examination, visit of experts to the scene of the accident, involvement and consultations of specialists, collection of necessary documents;
 - 10) transfer to the Insurer all documents and evidence and provide it with all the information necessary for the Insurer to exercise the right of claim transferred to it against the person responsible for the damage caused;
 - 11) perform other actions provided for by these Rules, the Insurance Agreement and the legislation of the Republic of Kazakhstan.
- 10.2. The Beneficiary has the right to notify the Insurer of the occurrence of an insured event under all circumstances, regardless of whether the Insured or the Insured did it or not.
- 10.3. Failure to notify the Insurer of the occurrence of an insured event gives it the right to refuse the insurance payment, unless it is proved that the Insurer learned about the occurrence of the insured event in a timely manner or the Insurer's lack of information about it could not affect its obligation to make the insurance payment.

11. DOCUMENTS REQUIRED FOR CONSIDERATION OF THE ISSUE ON THE IMPLEMENTATION OF INSURANCE PAYMENT

- 11.1. Unless otherwise provided by the Insurance Agreement, the claim for insurance payment shall be submitted to the Insurer by the Insured (Insured, Beneficiary) in writing with the attachment of documents substantiating this claim.
- 11.2. Unless otherwise provided by the Insurance Agreement, the following documents must be attached to the application for insurance payment:
- 1) a copy of the Insurance Agreement (its duplicate);
 - 2) documents of the competent authorities confirming the fact and circumstances of the occurrence of the insured event, as well as allowing to determine the liability of the Insured (Insured);
 - 3) decision of the judicial authorities (or its certified copy) on the recovery of damage from the Insured in favor of third parties;
 - 4) a written claim to the Insured from third parties, or their successors, with the attachment of documents confirming the occurrence of the insured event provided for by the Insurance Agreement;
 - 5) a power of attorney for the right to conduct business in an insurance company;

- 6) documents for due diligence of the Insured, the Insured and the Beneficiary (his/her representative) and the beneficial owner in accordance with the legislation of the Republic of Kazakhstan;
 - 7) documents confirming the expenses incurred by the Insured (Insured) in order to prevent or reduce losses (if any);
 - 8) in case of harm to the life/health and/or property of passengers – travel tickets, baggage receipt;
 - 9) bank details of the Beneficiary for the transfer of insurance payment.
- 11.3. The Insurer may request and the Insured must provide the following documents:
- 1) a copy of the certificate of state registration of the aircraft;
 - 2) a copy of the air operator's certificate;
 - 3) copies of documents confirming the ownership of the aircraft (aircraft sale and purchase agreement, tender protocol, etc.);
 - 4) copies of documents confirming property lease, leasing, trust management, as well as for other use of the aircraft;
 - 5) copies of the acceptance certificate to the documents confirming the ownership of the aircraft, property lease, leasing, trust management, as well as for other use of the aircraft;
 - 6) permission of the Civil Aviation Committee of the Ministry of Transport and Communications of the Republic of Kazakhstan for the acquisition of ownership, property lease, leasing, trust management, as well as for other use of the aircraft (for civil aviation organizations, residents of the Republic of Kazakhstan);
 - 7) act of inspection of the technical condition and determination of the suitability of the aircraft;
 - 8) Airworthiness certificate (in case of flight operation of the aircraft);
 - 9) aircraft type certificate (for ultralight aircraft, a copy certificate or a type certificate);
 - 10) Airworthiness certificate;
 - 11) logbooks (aircraft/helicopter logbook, aircraft/helicopter sanitary logbook);
 - 12) license for on-board radio stations;
 - 13) flight operation manual;
 - 14) Operator's Flight Operations Manual;
 - 15) air navigation and other documents provided for by the requirements of the legislation of the Republic of Kazakhstan and the International Civil Aviation Organization as necessary for flights;
 - 16) copies of the victim's identity documents; originals of documents confirming the right of possession of damaged or destroyed property, the legality of his rights to receive insurance payment;
 - 17) an expert assessment report to determine the amount of damage caused by an independent appraiser, if it was drawn up;
 - 18) the original conclusion of the relevant medical institution indicating the nature of the harm caused to the victim, diagnosis, period of disability;
 - 19) the original conclusion of the authorized medical body on the establishment of disability;
 - 20) the original conclusion of the medical institution that ascertained the death of the victim, indicating the cause of death;
 - 21) a notarized copy of the death certificate;
 - 22) a notarized copy of the certificate of inheritance;
 - 23) In case of harm to the life/health of third parties:
 - original invoices (fiscal, sales receipts, payment receipts, etc.) from pharmacies and medical institutions, confirming the purchase of medicines, procedures,

- doctors' appointments, indicating the name of each drug, procedure, intake, their quantity and cost; as well as the prescription of the attending physician for the administration of medicines, procedures, appointments with billed doctors;
- original invoices (invoices, work orders, fiscal and sales receipts, payment receipts, etc.) confirming the amount of damage caused to a third party and the fact of payment of expenses incurred - when reimbursing funeral expenses;
 - Original sick leave.
- 11.4. The Insurer shall have the right to independently reduce the list of documents required to make a decision on the status of the insured event, and limit itself to documents that are sufficient, in the opinion of the Insurer, to make this decision.
- 11.5. The burden of collecting and providing the documents necessary for the Insurer to make a decision on the claimed insurance event, as well as all necessary expenses, lies with the Insured.
- 11.6. The specific list of documents is determined by the Insurance Agreement.
- 11.7. The procedure and form of drawing up the submitted documents shall comply with the legislation of the Republic of Kazakhstan or international treaties ratified by the Republic of Kazakhstan, if it is provided for them. Unless otherwise provided for by the Insurance Agreement, the documents shall be submitted to the Insurer in the original or in the form of a copy notarized or certified by the original seal and signed by an authorized person of the competent organization.
- 11.8. Original documents after the Insurer makes a decision on insurance payment at the request of the Insurant/Victim/Beneficiary may be returned to the relevant person subject to the provision of simple copies or copies certified by an authorized person (by the decision of the Insurer, based on the requirements of the legislation of the Republic of Kazakhstan).
- 11.9. The insurer that accepted the documents is obliged to issue to the applicant a certificate indicating the full list of documents provided and the date of their acceptance. One copy of the certificate shall be issued to the applicant, the second copy with the applicant's mark of its receipt shall be kept by the Insurer. In case the Insurer (Beneficiary) sends a claim for insurance payment in electronic form, the Insurer may submit this certificate to him in electronic form.
- 11.10. If the Insurant, the Insured or another person who is the Beneficiary fails to provide all the documents necessary to consider the issue of making the insurance payment, the Insurer is obliged to notify the applicant of the missing documents within the time limits established by the Insurance Agreement.

12. PROCEDURE AND CONDITIONS FOR INSURANCE PAYMENT

- 12.1. The insurance payment shall be made by the Insurer in accordance with the Insurance Agreement and/or the current legislation of the Republic of Kazakhstan on the basis of a written application of the Insured. All insurance payments are made by the Insurer after conducting its own investigation. The decision to make the insurance payment or to refuse to make it shall be made by the Insurer within 15 (fifteen) calendar days after the Insurer receives all the necessary documents.
- 12.2. The deadline for consideration of documents and making insurance payment under voluntary insurance contracts of Insurants - individuals, after submission of all necessary documents to the Insurer, is no more than 15 (fifteen) business days.
- 12.3. In the event that the decision to make the insurance payment cannot be made within the established time limits, additional information or data to the submitted documents is required, the Insurer shall notify the Insurant – individual (Insured, Beneficiary) with an explanation of the reasons for the need to extend the terms of insurance payment. At the

same time, the period does not exceed 15 (fifteen) working days from the date of the deadline for consideration of documents for insurance payment, under voluntary insurance contracts of Insurants - individuals.

- 12.4. The procedure for consideration of insured events is carried out in writing and in electronic form by exchanging electronic information resources between the Insurer, the Insured (Insured, Beneficiary) and the organization for the formation and maintenance of the database.
- 12.5. The procedure for the exchange of electronic information resources between the organization for the formation and maintenance of the database and the Insurer, the Insurer and the Insurant (Insured, Beneficiary) shall be determined by the regulatory legal act of the authorized body.
- 12.6. If necessary, the Insurer requests information related to the insured event from law enforcement agencies, medical institutions and other enterprises, institutions and organizations that have information about the circumstances of the insured event, and also has the right to independently find out the causes and circumstances of the insured event and engage an independent expert to determine the exact amount of loss.
- 12.7. The amount of damage caused to the property of the victims shall be determined by the Insurer on the basis of the documents submitted by the Insured (Beneficiary) and/or an independent appraiser recommended by the Insurer.
- 12.8. Several losses that occurred for the same reason are considered as one insured event. Insurance payments for one insured event or a series of insured events as a result of one incident may not exceed the amount of insurance payments established by the legislation of the country on the territory of which the damage occurred, and the amount of the insurance amount established at the conclusion of the Insurance Agreement.
- 12.9. The insurance payment is made taking into account the franchise established by the Insurance Agreement. If there are several insured events, the deductible is deducted for each of them.
- 12.10. When making a decision to make an insurance payment depending on the event that is recognized or may be recognized as an insured event, the Insurer has the right to reduce the list of claims related to the occurrence of an insured event imposed on the Insured by the Insurance Agreement.
- 12.11. The beneficiary is the victim. At the request of the victim, drawn up in a simple written form for the victim - legal entity and in the form of a notarized power of attorney for the victim - individual, the insurance payment can be made directly to the person who provided (provides) services to the victim to restore health and (or) property.
- 12.12. In the event of the death of a third party, the Beneficiary is a person, in accordance with the legislation of the Republic of Kazakhstan, entitled to compensation for damage in connection with the death of a third party. In case of death of a passenger who is an individual, the Beneficiary is his/her heirs in accordance with the legislation of the Republic of Kazakhstan.
- 12.13. The insurance payment may be made to the Insured after the Beneficiary's written refusal to receive the insurance payment and the provision of documents confirming the compensation of the Insured for the damage caused to the victim.
- 12.14. In cases where the damage caused is compensated by other persons, the Insurer shall pay only the difference between the amount to be compensated under the Insurance Agreement and the amount compensated by other persons. The Insured is obliged to inform the Insurer about such compensations.

12.15. In case of damage to property and (or) life/health of third parties:

- 1) Insurance payment for damage to property of third parties is made in the amount of actual damage, but not more than the insurance amount established by the Insurance Agreement.
- 2) The amount of damage caused by damage to property is determined based on the calculation of the cost of restoration of the damaged property minus the accrued depreciation (depreciation) of the property that occurred before the occurrence of the insured event. The cost of restoration of damaged property is calculated based on market prices effective on the day of the insured event.
- 3) The amount of damage caused during the destruction of property is determined based on its market value on the day of the occurrence of the insured event. Property is considered destroyed if its restoration is technically impossible or economically unjustified. Restoration of property is considered economically unjustified if the expected costs of restoring property exceed 80% of its market value on the day of the insured event.
- 4) In case of total destruction/destruction of property, the Insurer has the right to pay to the Beneficiary:
 - the actual value of the damaged property at the time of the insured event minus the value of the balances suitable for further use;
 - the actual value of the damaged property at the time of the insured event, provided that the Beneficiary transfers to the Insurer the balances suitable for further use. In this case, the insurance payment is made after the execution of the acceptance and transfer act for the property between the Beneficiary and the Insurer, minus the cost of missing (replaced) parts and assemblies, the absence and/or damage of which is not related to the insured event.
- 5) In case of harm to the life/health of third parties:
 - Insurance payment for harm caused to life/health of third parties is made in the amount of actual damage, but not more than the insurance amount. The amount of insurance payment shall be determined in accordance with the civil legislation of the Republic of Kazakhstan.
 - if, as a result of the event that led to the occurrence of the insured event, the third party suffers a deterioration in health (disability or a higher disability group is established) or death, then the Insurer, on the basis of the application received from the third party (Beneficiary) and the relevant documents, is obliged to recalculate the amount of insurance payment in the manner and amount established by the Insurance Agreement. At the same time, when recalculating the amount of insurance payment, the amounts previously paid are taken into account.

12.16. In case of damage to the property of passengers/cargo owners:

- 1) For the loss, shortage or damage of the passenger's belongings, checked baggage, the Insured shall be liable established by the legislation of the Republic of Kazakhstan in the following amounts:
 - for loss or shortage of baggage accepted for transportation without a declared value, as well as items carried by the passenger - in the amount of the actual cost of the lost baggage or items carried by the passenger or their missing part;
 - for loss or shortage of baggage accepted for transportation with a declared value - in the amount of the declared value, unless the Insured proves that the declared value is higher than the actual value;
 - for damage to baggage or belongings carried by the passenger in the amount of the amount by which the value of the baggage or belongings has decreased.

- 2) In case of complete loss of cargo (economic inexpediency of eliminating damage or delivery of the insured cargo to the place of destination), the Insurer has the right to make an insurance payment to the Beneficiary:
 - in the amount of the value of the cargo, but not more than the insurance amount, minus the franchise and minus the cost of the salvaged cargo. Salvage cargo is also understood as cargo sold at a discount;
 - in the amount of the value of the cargo, but not more than the insured amount, minus the franchise, provided that the Insured transfers the ownership of the insured cargo (abandonment) to the Insurer.
- 3) The value of cargo or baggage is determined on the basis of its price, which is established depending on the types of transportation and transport according to the rules (methodology) approved by the authorized state body or on the basis of the principles of the relevant international conventions to which the Republic of Kazakhstan has acceded.

12.17. In case of harm to the life/health of passengers:

- 1) If the Insurance Agreement specifies the limits of the Insurer's liability for harm caused to the life or health of one passenger, the insurance payment shall be made in the following amounts (as a percentage of the limit of the Insurer's liability for harm caused to the life or health of one passenger):
 - at death – 100;
 - when disability is established: group I – 80; Group II – 60; Group III – 40;
 - when establishing the category "disabled child" – 60;
 - in case of temporary disability – 1 monthly calculation index (established in accordance with the legislative act of the Republic of Kazakhstan, as of the date of insurance payment) for each day of disability, but for a period of not more than 90 calendar days.
- 2) If, as a result of the event that led to the occurrence of an insured event, the passenger's health deteriorates (disability or a higher disability group is established) or dies, the Insurer is obliged to recalculate the amount of insurance payment in the manner and amount established by the Insurance Agreement on the basis of the application received from the passenger (Beneficiary) and the relevant documents. At the same time, when recalculating the amount of insurance payment, the amounts previously paid are taken into account.

- 12.18. The insurance contract may establish a different procedure and conditions for making an insurance payment, a different amount of insurance payment.

13. CONSIDERATION OF THE ISSUE BY THE INSURER

ON THE IMPLEMENTATION OF INSURANCE PAYMENT

- 13.1. Based on the results of consideration of the documents submitted by the Insured (Insured, Beneficiary) to confirm the occurrence of the insured event and the amount of damage caused, the Insurer shall take one of the following actions:
 - 1) makes an insurance payment.
 - 2) refuses to make an insurance payment
 - 3) makes a decision on the impossibility to make or refuse to make an insurance payment.
- 13.2. The insurer shall make the insurance payment or refuse to make the insurance payment in the manner specified in these Rules.
- 13.3. The Insurer's decision on the impossibility to make or refuse to make the insurance payment shall be made if it is impossible to establish from the submitted documents the circumstances of the event that has occurred, the amount of damage caused as a result of

the occurrence of such an event, the fulfillment by the Insurant (the Insured, the Beneficiary) of its obligations.

- 13.4. In turn, the impossibility of establishing the circumstances specified in the Insurer's decision does not allow the Insurer to make a decision on making or refusing to make an insurance payment, taking into account the provisions of the Insurance Rules, the terms of the Insurance Agreement/Appendices to these Rules.
- 13.5. In this case, the Insurer in its decision shall indicate which circumstances of the event and/or the amount of damage caused as a result of the occurrence of such an event, the facts of the Insured's (Insured, Beneficiary's) fulfillment of its obligations, cannot be established and what actions the Insured (Insured, Beneficiary) should take.
- 13.6. The Insurer's decision on the impossibility to make or refuse to make the insurance payment shall be made in writing within 5 (five) business days from the date of submission by the Insurant (Insured, Beneficiary) of the package of documents.

14. DOUBLE INSURANCE

- 14.1. Double (multiple) insurance is insurance of the same object with several Insurers under independent Contracts with each.
- 14.2. In case of double insurance, each Insurer is liable to the Insured within the limits of the Insurance Agreement concluded with him, but the total amount of insurance payments received by the Beneficiary from all Insurers may not exceed the actual damage.
- 14.3. At the same time, the Beneficiary is entitled to receive an insurance payment from any Insurer in the amount of the insurance amount provided for by the Agreement concluded with him. If the received insurance payment does not cover the actual damage, the Insured has the right to receive the missing amount from another Insurer.
- 14.4. The Insurer, fully or partially exempt from insurance payment due to the fact that the damage caused is compensated by other Insurers, is obliged to return to the Insured the relevant part of the insurance premiums, minus the costs incurred.
- 14.5. In case of double insurance, after the occurrence of an insured event, the Insured/Beneficiary is obliged to provide the Insurer with all information regarding the settlement of the issue of insurance payment with other Insurers, including information on the amount of insurance payment received from other Insurers.
- 14.6. In case of double insurance, the Insurer has the right to find out the causes and circumstances of the event that has signs of an insured event, to determine the amount of losses caused as a result of the insured event, together with other Insurers.

15. SUBROGATION

- 15.1. The Insurer who made the insurance payment shall receive the right of claim that the Insurant (Insured) has against the person responsible for losses compensated as a result of insurance within the amount paid.
- 15.2. The Insurant (Insured) is obliged to transfer to the Insurer all the documents and evidence available to him/her upon receipt of the insurance payment, and to inform it of all the information necessary for the Insurer to exercise the right of claim transferred to it.
- 15.3. If the Insurant (Insured) has waived his/her right of claim to the person responsible for the losses compensated by the Insurer, or the exercise of this right has become impossible due to the fault of the Insurant (Insured), the Insurer shall be released from making the insurance payment in full or in the relevant part, and shall have the right to demand the return of the overpaid amount.

16. AMENDMENTS AND ADDITIONS TO THE INSURANCE AGREEMENT

- 16.1. Amendments and additions to the Insurance Agreement are made by mutual consent of the parties, on the basis of a written application (notification) of one of the Parties.
- 16.2. Cases of amendments to the terms of the agreement:
 - change of the object of insurance;
 - change in the information provided at the conclusion of the insurance contract;
 - change in the validity period of insurance coverage
 - other cases in accordance with the legislation of the Republic of Kazakhstan.
- 16.3. From the moment of receipt of the application of one of the Parties until the moment of making a decision, the Insurance Agreement is valid on the same terms.
- 16.4. Amendments and additions to the Insurance Agreement concluded in accordance with these Rules shall be formalized by drawing up and signing an additional agreement to the Insurance Agreement.
- 16.5. All changes and additions to the Insurance Agreement are legally binding subject to their written execution and signing of an additional agreement by authorized representatives of both Parties.

17. TERMS OF TERMINATION OF THE INSURANCE CONTRACT

- 17.1. In addition to the general grounds for termination of obligations provided for by the legislation of the Republic of Kazakhstan, the Insurance Agreement shall be terminated early in the following cases:
 - 1) the Insurer makes an insurance payment (insurance payments) in the amount of the insurance amount under the Insurance Agreement. If it is expressly stipulated by the Insurance Agreement, it shall cease to be valid when the Insurer makes the insurance payment for the first insured event;
 - 2) non-payment by the Insured of the next insurance premium when paying the insurance premium in installments;
 - 3) expiration of the Insurance Agreement;
 - 4) cancellation of the Insurance Agreement at the initiative of the Insured;
 - 5) cancellation of the Insurance Agreement at the initiative of the Insurer;
 - 6) in cases established by the legislation of the Republic of Kazakhstan or the Insurance Agreement.
- 17.2. In these cases, the Insurance Agreement shall be deemed terminated from the moment of occurrence of the circumstance provided for as a ground for termination of the Insurance Agreement, of which the interested party shall immediately notify the other party. The insured is obliged to provide supporting documents on the grounds of termination provided for in this paragraph.
- 17.3. In case of termination of the Insurance Agreement on the grounds specified in subparagraphs 1) - 4) of paragraph 17.1. of these Rules, the insurance premiums paid to the Insurer shall not be refunded, unless otherwise provided for in the Insurance Agreement.
- 17.4. In case of termination of the Insurance Agreement on the grounds specified in subparagraphs 5) - 6) of paragraph 17.1. of these Rules, the insurance premiums paid to the Insurer shall be refunded: part of the insurance premium for the unexpired insurance period minus the costs incurred for conducting business, the amount of which is 30% of the total amount of the insurance premium, within 30 calendar days from the date of submission to the Insurer of an application for early termination of the Insurance Agreement, unless otherwise provided by the legislation of the Republic of Kazakhstan or the Insurance Agreement. The Insurance Agreement may establish a different procedure, term and conditions for termination of the Insurance Agreement.

- 17.5. In case of refusal of the Insurant-individual from the Insurance Agreement related to the loan agreement, due to the fulfillment by him (the borrower) of obligations to the lender under the loan agreement, the Insurer shall be obliged to return to the Insurant-individual the received insurance premium (insurance premiums) minus a part of the insurance premium (insurance premiums) in proportion to the time during which the insurance was in effect, and the costs associated with the termination of the Insurance Agreement, not exceeding ten percent of the insurance premium (insurance premiums) received.
- 17.6. In cases where early termination of the Insurance Agreement is caused by failure to comply with its terms through the fault of the Insurer, the latter is obliged to return to the Insured the insurance premium or insurance premiums paid by him in full.

18. LIABILITY OF THE PARTIES

- 18.1. In case of untimely implementation of insurance payment, the Insurer is obliged to pay a penalty to the Beneficiary in the manner and amount established by Article 353 of the Civil Code of the Republic of Kazakhstan.
- 18.2. The Party that has not fulfilled or improperly fulfilled its obligations under the Insurance Agreement shall not be liable for non-fulfillment/improper fulfillment of obligations if it proves that proper performance was impossible due to force majeure, that is, extraordinary and unavoidable circumstances under the given conditions.
- 18.3. Force majeure includes, but is not limited to: floods, fires, earthquakes and other natural disasters, wars or military actions of any nature, blockades, prohibitions of public authorities. A specific list of force majeure circumstances may be provided for in the Insurance Agreement.
- 18.4. The party experiencing force majeure is obliged to notify the other party of the occurrence of such circumstances within 3 (three) business days, unless otherwise provided for in the Insurance Agreement.
- 18.5. The effect of force majeure circumstances must be confirmed by the relevant documents of the competent authorities.
- 18.6. The liability of the parties provided for in this section may be changed (supplemented) in accordance with the terms of the Insurance Agreement.

19. DISPUTE RESOLUTION PROCEDURE

- 19.1. Any disputes and/or disagreements arising out of or in connection with the Insurance Agreement shall be resolved through negotiations.
- 19.2. In the event of disputes, the Parties are obliged to comply with the following pre-trial dispute settlement procedure:
- In the event of a dispute, the Party is obliged to file a written claim with the other Party and receive a response to the claim. If the Party refuses to satisfy the requirements set forth in the claim, or does not give a written response to the claim within 15 (fifteen) business days from the date of receipt of the claim, or fails to take actions evidencing partial or full recognition of the claim, the Party shall apply to the insurance ombudsman to resolve the dispute. Resolution of the dispute, in fact, by the insurance ombudsman is a mandatory stage of compliance with the pre-trial stage of dispute resolution. At the same time, the execution of the decision of the insurance ombudsman for the Insured (Insured, Beneficiary) is not mandatory.
 - In the event of a dispute regarding the contestation of the amount of insurance payment, the Insurant (Insured, Beneficiary) shall be obliged to receive the undisputed part of the insurance payment, after which he shall perform the actions specified in subparagraph 1) of this paragraph.

- 19.3. If an agreement is not reached and it is impossible to settle the dispute in a pre-trial manner, the Parties file a claim with the court of the Medeu district of Almaty (if one party to the dispute is an individual or) or the specialized inter-district economic court of Almaty (if the dispute is between legal entities or individual entrepreneurs), that is, contractual jurisdiction is established.
- 19.4. These Insurance Rules are drawn up in 2 (two) copies in the state and Russian languages. In case of discrepancy between the content of the text of these Rules drawn up in the state language and the content of the text of these Rules drawn up in Russian, the Parties shall be guided by the text of these Rules drawn up in Russian.

20. ADDITIONAL CONDITIONS

- 20.1. The insurance agreement may provide for other conditions that do not contradict the legislation of the Republic of Kazakhstan.
- 20.2. On the basis of these Rules, the Insurer has the right to develop insurance programs with a different set of insurance risks and other insurance conditions that do not contradict the legislation of the Republic of Kazakhstan.
- 20.3. In case of non-compliance of the content of the Insurance Agreement with these Rules, the terms of the Insurance Agreement shall apply, if it is expressly stipulated in the Insurance Agreement.
- 20.4. To the extent not regulated by these Rules, the current legislation of the Republic of Kazakhstan shall apply.

**PROVISION ON THE EXCLUSION OF RISKS IN THE EVENT OF WAR,
THEFT AND OTHER HAZARDS (AVIATION)
AVN.48B**

- 1) Insurance payments are not made for losses caused by:
 - War, intervention, acts of foreign enemies, hostilities (with and without declaration of war), civil wars, riots, revolutions, uprisings, martial law or illegally seized power or attempts to illegally seize power.
 - Any explosion of any military weapon using atomic or nuclear and/or thermonuclear or other similar reactions or radioactive forces or materials.
 - Strikes, riots, civil disobedience or industrial disorders.
 - An act is committed by one or more persons (whether acting on their own behalf or representing a State) for political or terrorist reasons, or accidental or deliberate damage or loss caused by that act.
 - Any acts of threats, sabotage or sabotage.
 - Confiscation, nationalization, seizure, imprisonment, appropriation, requisition by ownership or use, or by order of any government (civil, military, or de facto governing), or public or local authority.
 - Hijacking or any unlawful seizure or forcible control of the aircraft or crew in flight (including any attempt at such seizure or control) committed by one person or group of persons on board the aircraft acting without the approval of the Insured.
- 2) In addition, losses arising at a time when the aircraft is beyond the control of the Insured due to one of the above hazards are not indemnified. The aircraft will be considered to have returned under the control of the Insured as soon as it safely returns to the Insured at an aerodrome not excluded from the geographical restrictions of the Insurance Agreement, and fully operational for flights (a safe return is considered if the aircraft is parked with the engines turned off and without any coercion).

**PROVISION FOR THE EXCLUSION OF NOISE EXPOSURE,
POLLUTION AND OTHER HAZARDS
AVN.46B**

- 1) Insurance payments are not made for losses directly or indirectly caused or occurred as a result of:
 - exposure to noise (audible to the human ear or not), vibration, acoustic hum, and/or other similar phenomena;
 - any contamination and contamination;
 - exposure to electrical or electromagnetic interference;
 - damage to property (except caused or occurred as a result of an explosion, collision or in-flight emergency caused by malfunctions in the control of the aircraft).
- 2) The insurer (due to the absence of such obligations in the rules) does not need to investigate and defend itself against:
 - claims, in connection with damages under paragraph 1 or
 - a claim or claims that are combined with claims for damages under paragraph 1 (see "Mixed Risks" below).
- 3) In respect of Mixed Risks, the Insurer (in accordance with the proven loss and liability limit) shall make payments to the Insured in part on the following points:
 - losses awarded to the Insured;
 - fees and protection costs incurred by the Insured.
- 4) Nothing mentioned here shall apply to the Regulation on the Exclusion of Exposure to Radiation or Radioactive Contamination and other annexes to the regulations.

**REGULATION ON THE EXCLUSION OF RADIATION EXPOSURE
OR RADIOACTIVE CONTAMINATION
AVN.71**

This insurance does not cover:

- 1) loss of or damage to any property or any loss or expense arising therefrom or consequential damage;
- 2) Any civil liability

directly or indirectly caused by, or caused by:

- radioactive, poisonous, explosive or other hazardous properties of any explosive nuclear device or nuclear component thereof
- ionizing radiation or radioactive contamination emanating from any other source of radioactivity, including also its poisonous, explosive and other hazardous properties