

**«APPROVED»**

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

**RULES**  
**VOLUNTARY INSURANCE**  
**WATER TRANSPORT**  
**Insurance Company Basel JSC**

**Almaty, 2025**

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## **1. General Provisions**

- 1.1. These Rules of Voluntary Insurance of Water Transport of Basel Insurance Company Joint-Stock Company (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 No. 126-II "On Insurance Activities".
- 1.2. Under the terms of these Rules, Joint-Stock Company Insurance Company "Basel" (hereinafter referred to as the "Insurer") carries out voluntary insurance of water transport in case of damage or loss (destruction) by entering into a water transport insurance contract (hereinafter referred to as the "Insurance Agreement") with legal entities (regardless of the form of ownership) or capable individuals (regardless of citizenship) (hereinafter referred to as the "Insured").
- 1.3. The following concepts are used in these Rules:
  1. Water transport – a type of transport registered in the territory of the Republic of Kazakhstan in accordance with the legislation of the Republic of Kazakhstan or in the territory of another state in accordance with the legislation of the state of registration and carrying out navigation and other navigation-related activities on waterways;
  2. Waterways are natural or artificially created means of communication that can be used for navigation;
  3. Navigation is an activity related to the use of vessels for the transportation of goods, passengers and their luggage, mail, towing, prospecting, exploration and production of minerals, fishing and other crafts, construction, track, hydrotechnical, underwater technical and other similar works, pilotage, rescue operations, the implementation of measures to protect water bodies, protect them from pollution and clogging, raise sunken property, state control and supervision, scientific research, with the exception of activities with the use of small vessels;
  4. General maritime enterprise is property (water transport, freight and cargo), at the expense of which the costs of general average are subject to reimbursement.
  5. General average is a loss and/or expense distributed between water transport, cargo and freight in proportion to the cost of water transport, cargo and freight on the day and at the place of termination of the general maritime enterprise in accordance with the rules of maritime transportation, incurred for the purpose of general safety and preservation of property in the general maritime enterprise from common danger.  
General average is recognized only as such losses that are a direct consequence of the above actions.  
A common maritime undertaking also takes place where one or more watercraft tow or push another watercraft or other watercraft, provided that they are all engaged in commercial activities but not in a salvage operation.
  6. Total actual loss is the loss, destruction or destruction of the insured water transport if it is technically impossible to restore it.
  7. Total structural loss is actually partial damage or complete loss of water transport, when the costs of its restoration to the state preceding the insured event are economically inexpedient, since they exceed the actual value established by the Insurance Agreement.
  8. Private Accident:
    - a) losses that do not fall under the signs of general average established by subparagraph 7 of paragraph 1.3. of these Rules, as well as the losses specified in paragraph b) of this concept (private accident), shall be recognized as a private accident. Such damages are not apportionable between watercraft, cargo and freight and are borne by the person who suffers them or who is responsible for causing them;
    - b) are not recognized as general average even if there are signs specified in subparagraph 7 of paragraph 1.3. of these Rules:

- the cost of cargo thrown overboard, transported by water transport in violation of the rules and customs of merchant shipping;
  - losses caused in connection with fire extinguishing in water transport due to exposure to smoke or heating;
  - losses caused by cutting off wreckage or parts of water transport previously demolished or actually lost due to sea danger;
  - losses caused by forcing the operation of engines or other operation of engines, other machines or boilers of water transport that was afloat;
  - any damages or losses incurred by water transport or cargo due to an increase in the duration of the voyage (losses from downtime, price changes, etc.).
9. Boathouse is a structure on the shore of the sea, river or lake, equipped for the construction, repair and storage of water transport.
  10. The Register of Shipping is a republican state enterprise for the classification and maintenance of technical safety of ships established by the decision of the Government of the Republic of Kazakhstan.
  11. Abandonment – waiver of the Insured's rights to the insured water transport in favor of the Insurer in order to receive the full insurance amount from it.
  12. Dispatch is a special calculation for the distribution of costs in general average between water transport, cargo and freight, drawn up by the dispatcher. The place and procedure for drawing up the dispatch is indicated in the bill of lading.
  13. A dispatcher is a specialist in the field of maritime law, who makes calculations (dispatch) for the distribution of costs in general average between water transport, cargo and freight.
  14. Freight – payment for the carriage of cargo by sea, in accordance with these Rules is not covered by insurance.
  15. Bareboat charter is a type of charter agreement under which the charterer undertakes to provide the charterer for possession and use for a certain period of time water transport or several water transports that are not equipped and manned for the transportation of passengers, baggage and cargo and other purposes of merchant shipping.
  16. Time charter is a contract of chartering of water transport for a period of time, under which the charterer undertakes to provide the charterer with water transport and services of crew members of water transport for use for a certain period of time for the transportation of passengers, baggage and cargo and other purposes of merchant shipping.
  17. A sea protest is a written statement of the master of water transport during his journey about the incident, which may serve as the basis for filing property claims against the shipowner.
  18. Traffic Safety Commissioner – an authorized individual or legal entity of the Insurer engaged in establishing the causes, nature and amount of losses on the insured water transport.

## **2. Object of insurance**

- 2.1. In accordance with these Rules, the object of insurance is the property interests of the Insured, which do not contradict the legislation of the Republic of Kazakhstan, related to the possession, use, disposal of water transport, including the hull, mechanisms, machinery and equipment that is an integral part of the insured vessel.
- 2.2. Under the Insurance Agreement concluded in accordance with these Rules, any type and purpose of water transport (including military purpose) that has the necessary documents confirming the suitability of water transport for navigation (operation) may be insured.

## **3. Insured events**

- 3.1. An insured event is an event that resulted in the loss (destruction) or damage of water transport, upon the occurrence of which the Insurance Agreement provides for the insurance payment.
- 3.2. These Rules provide that the Insurance Agreement may be concluded on the basis of one of the following Conditions:

3.2.1. **"With responsibility for the complete loss and damage of water transport".**

Under the Insurance Agreement concluded on this Condition, the following are subject to compensation:

- a) losses due to the total loss of water transport (actual or structural) or the costs of repairing damage to its hull, machinery and mechanisms, equipment and ship devices resulting from fire, lightning strike, hurricanes, storms, wreck, grounding, collision with other water transport or with stationary or floating objects (including ice), cargo operations, fuel acceptance, explosion of boilers, breakage of shafts, latent defect of the machines, negligence or error of the ship's crew or pilot.
- b) losses as a result of the loss of a vessel in action, theft or hijacking of both the vessel as a whole and its individual parts;
- c) losses, expenses and contributions on general average for the share of water transport;
- d) losses due to damage or total loss of water transport as a result of illegal actions of third parties in relation to the insured water transport;
- e) necessary and expedient expenses for the rescue of water transport;
- f) losses due to the total loss of water transport or damage as a result of fire or spontaneous combustion;
- g) losses due to the complete loss of water transport or damage as a result of natural disasters.

3.2.2. **"With responsibility for damage to water transport".**

Under the Insurance Agreement concluded on this Condition, the following are subject to compensation:

- (a) Losses from damage to water transport when caused by grounding, fire or explosion on board water transport, collision with other water transport or with stationary/moving objects (including ice);
- b) losses, expenses for general average;
- c) necessary and expedient expenses for the rescue of water transport.

Losses from damage to water transport, its machinery or accessories constituting a general average are determined on the basis of the cost of repair, correction or replacement of what is damaged or lost.

In the event that the repair of water transport has not been carried out, the losses from damage to water transport shall be determined as the amount by which the actual cost of water transport has decreased as a result of damage and which, according to the estimate, is not higher than the cost of repair of water transport.

3.2.3. **"With responsibility only for the complete loss of water transport."**

Under the Insurance Agreement concluded on this Condition, the following are subject to compensation:

- a) losses from the total loss of water transport (actual or constructive) that occurred for any reasons, except for the cases specified in the exceptions to these Rules;
- b) losses due to the disappearance, theft or hijacking of water transport;
- c) losses, expenses for general average;
- d) necessary and expedient expenses for the rescue of water transport.

Losses from general average are recognized as expenses incurred as a result of intentionally and reasonably incurred extraordinary expenses or donations for the sake of general safety, in order to preserve the property participating in the general maritime enterprise - water transport, freight and cargo transported by water transport.

General average is an event that has the following features:

- Losses caused by the throwing of cargo overboard by water transport, as well as losses caused to water transport as a result of a sacrifice for the sake of general safety, in particular due to the penetration of water into the hold through hatches open for throwing out the cargo or other openings made for this purpose;
- losses caused to water transport in connection with fire extinguishing in water transport, including losses from throwing water transport ashore for this purpose or flooding of burning water transport;
- losses caused to water transport by intentional grounding of water transport, regardless of whether the water transport could have run aground itself, in order to preserve property in the general maritime enterprise;

- losses caused to water transport by damage to engines, other machines or boilers of water transport when water transport is refloated;
- extraordinary expenses for the relief of stranded water transport by transshipment of cargo, fuel or supplies from water transport to lighters, for the hiring of lighters and for their reloading onto water transport, as well as other losses incurred as a result.

In addition, the following expenses are included or equated to losses from general average:

- expenses caused by the forced entry of water transport into the port or other place of refuge or the return of water transport to the port as a result of an accident or other extraordinary circumstance that caused the need for such entry or return for the sake of general safety;
- expenses associated with the departure of water transport from the place of refuge or from the place of loading to which the water transport was forced to return;
- the cost of temporary repairs of water transport carried out for the sake of general safety at the place of loading, entry or shelter, as well as the cost of temporary repairs of damages accepted for general average. However, the cost of temporary repairs to accidental damage necessary to complete the voyage shall be reimbursed only to the extent of those avoidance of expenses which would have been attributable to general average if the remedy had not been made.

#### **4. Exclusions from insured events and insurance limitations. Grounds for exemption of the Insurer from insurance payment.**

- 4.1. Under the Insurance Agreement concluded on the basis of these Insurance Rules, losses and expenses incurred as a result of:
  - 4.1.1. intent or gross negligence of the Insured, Beneficiary or his representative, including as a result of violation of the rules for the operation of water transport established by the competent authorities;
  - 4.1.2. dispatch of water transport in a non-seaworthy condition, unless the unseaworthiness of water transport was caused by hidden shortcomings of water transport;
  - 4.1.3. dilapidation or wear of water transport, its parts and accessories (collapsing from old age, wear, corrosion of the vessel's hull, its parts, machines, equipment or accessories);
  - 4.1.4. loading without the written consent of the Insurer of substances and items dangerous in terms of explosion or spontaneous combustion;
  - 4.1.5. military or pirate actions, civil disturbances, strikes, as well as confiscation, requisition, arrest or destruction of water transport or cargo at the request of the appropriate authorities;
  - 4.1.6. operation of water transport in conditions and purposes not provided for by its class;
  - 4.1.7. the direct or indirect effects of radiation or radioactive contamination in connection with any use of atomic energy and the use of fissile materials;
  - 4.1.8. the Insured's obligation to pay losses to the owner of another water transport as a result of a collision of water transport;
  - 4.1.9. the Insured's obligation to pay for losses to third parties as a result of damage by the insured water transport to any floating, stationary or other object;
  - 4.1.10. loss of or damage to the vessel as a result of incidents that occurred in the course of transportation of the vessel by land transport, transportation of the vessel by water transport as cargo;
  - 4.1.11. use of water transport for purposes not specified in the Insured's application and the Insurance Agreement;
  - 4.1.12. actions of terrorists or any other persons acting for political reasons (motive, grounds, pretext for political actions, deeds, forcible hijacking and seizure of water transport);
- 4.2. The following losses on general average shall not be recognized and shall not be compensated by the Insurer:
  - the cost of cargo thrown overboard, transported by water transport in violation of the rules and customs of merchant shipping;
  - losses caused in connection with fire extinguishing in water transport due to exposure to smoke or heating;
  - losses caused by cutting off wreckage or parts of water transport previously demolished or actually lost due to sea danger;

- losses caused by forcing the operation of engines, other machines or boilers of water transport that was afloat;
  - any damages and losses incurred by water transport or cargo due to an increase in the duration of the voyage (losses from downtime, price changes, etc.).
- 4.3. The insurer shall be exempt from insurance payment for losses incurred as a result of seizure, confiscation, requisition, arrest or destruction of the insured water transport by order of state bodies.
- 4.4. Unless otherwise stipulated by the Insurance Agreement/Appendices to these Rules, the following may also be the basis for the Insurer's refusal to make the insurance payment:
- 1) communication by the Insured/Insured to the Insurer of knowingly false information about the object of insurance, insurance risk, insured event and its consequences;
  - 2) deliberate failure of the Insured/Insured to take measures to reduce losses from the insured event;
  - 3) receipt by the Insured/Insured of the appropriate compensation for property insurance losses from the person guilty of causing the loss;
  - 4) obstruction by the Insured/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/her;
  - 5) failure to notify/untimely notify the Insurer of the occurrence of an insured event;
  - 6) refusal of the Insured/Insured from his/her right of claim to the person responsible for the occurrence of the insured event, as well as refusal to transfer to the Insurer the documents necessary for the transfer of the right of claim to the insurer. If the insurance payment has already been made, the Insurer has the right to demand its return in full or in part;
- 4.5. The insurance does not cover moral damage, damage caused by the dissemination of information discrediting the honor, dignity and business reputation, losses of the Insured/Insured/Beneficiary (including fines, penalties, forfeits, legal costs, expenses for renting other water transport, renting housing or staying in a hotel during the repair of water transport, travel expenses, parking and protection costs of water transport, losses associated with production downtime, loss of commodity value/marketable condition of water transport, loss of profit).
- 4.6. The Insurer shall be obliged to send to the Insured and the Beneficiary a written reasoned refusal to pay the insurance indemnity within 20 (twenty) business days from the date of receipt of all documents provided for by these Rules and sufficient to make a decision on the occurrence of the event.
- 4.7. Refusal of the Insurer to make insurance payment may be appealed by the Insurant/Beneficiary to the court of the Republic of Kazakhstan.
- 4.8. The Insurance Agreement/Appendices to these Rules may change and (or) reduce the list of grounds for exemption of the Insurer from insurance payment.

## **5. Procedure for determining the sum insured. Franchise.**

- 5.1. The amount of the insured amount is determined based on the actual cost of water transport determined at the time of conclusion of the Insurance Agreement specified in the Insurance Agreement.
- 5.2. In case of water transport insurance, the sum insured may not exceed its actual value at the time of conclusion of the Insurance Agreement. The Parties may not dispute the actual cost of water transport specified in the Insurance Agreement, unless the Insurer proves that the Insured/Insured intentionally misled the Insurer.
- 5.3. If the sum insured specified in the Insurance Agreement exceeds the actual value of water transport, the Insurance Agreement shall be invalid in the part of the sum insured which exceeds the actual value.
- 5.4. In the event that the sum insured is declared to be lower than the actual value of water transport, the amount of insurance indemnity shall be reduced in proportion to the ratio of the sum insured to the actual value.
- 5.5. In case of insurance of a group of water transport (fleet, flotilla), the insurance amounts under the Insurance Agreement are established separately for each water transport.

- 5.6. The Insurance Agreement may provide for a franchise. The franchise is set either as a percentage of the insured amount or in absolute amount.
- 5.7. The type and amount of the franchise is established in the Insurance Agreement.
- 5.8. A deductible can be established for one insured event or for each insured risk. If there were several insured events or risks, the amount of the franchise is taken into account when calculating the amount of damage for each of them.

## **6. Procedure for determining the insurance premium**

- 6.1. The insurance premium shall mean the insurance fee that the Insured is obliged to pay to the Insurer in the manner and within the terms established by the Insurance Agreement.
- 6.2. The Insured shall be obliged to pay insurance premiums or insurance premium to the Insurer in full within the terms and in the manner established by the Insurance Agreement.
- 6.3. The amount of the insurance premium depends on the characteristics of water 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 occurrence of an insured event and the amount of possible damage, and is calculated in accordance with the tariff policy of the Insurer.
- 6.4. The insurance premium is determined by the Insurer in accordance with the current tariffs, based on the terms of the Insurance Agreement and risk assessment. When determining the amount of the insurance premium, the insurer has the right to apply increasing and decreasing coefficients to the basic tariffs, the amount of which is determined depending on the factors of insurance risk. The insurance rate for a particular Insurance Agreement is determined by the Insurer.
- 6.5. When concluding the Insurance Agreement for one trip (single haul), the insurance premium is paid in the amount of at least 25% of the amount of the annual insurance premium, taking into account risk factors.
- 6.6. Unless otherwise stipulated by the Insurance Agreement, the insurance premium shall be paid in a lump sum within 3 (three) business days from the date of signing the Insurance Agreement by the authorized representatives of the parties to the Insurer's bank account or in cash to the Insurer's cash desk.
- 6.7. If the insurance premium or insurance premium is not paid on time, the Insurer has the right to terminate the Insurance Agreement early from the date of non-payment of the insurance premium or insurance premium. In this case, a written notification of the Insurer to the Insured is not required.
- 6.8. If by the time of the insured event the insurance premium (insurance premium) is still not paid or is not paid in full, the Insurer has the right to act on one of the following:
  - is released from the fulfillment of its obligations under the Insurance 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 the Agreement**

- 7.1. The Water Transport Insurance Agreement shall be concluded on the basis of a written/electronic application of the Insured in the form established by the Insurer.
- 7.2. The application of the Water Transport Insured 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.
- 7.3. At the request of the Insurer, the Insured shall attach to the application copies of all or selected vessel documents of the water transport accepted for insurance, issued by the authorized state body.
- 7.4. Upon conclusion of the Water Transport Insurance Agreement, the Insured shall inform the Insurer about the circumstances that are essential for determining the degree of risk and which are known or should be known to the Insured, as well as the information requested by the Insurer.



- 7.5. If the Insured fails to provide information about the circumstances that are essential for determining the degree of risk, or if he provides incorrect information, the Insurer has the right to refuse to perform the Insurance Agreement. At the same time, the insurance premium remains the property of the Insurer, unless the Insured proves that the failure to provide information or the provision of incorrect information occurred through no fault of the Insured.
- 7.6. The Insurer shall not be entitled to refuse to perform the Insurance Agreement if the circumstances that are essential for determining the degree of risk and which were not reported by the Insured have disappeared.
- 7.7. Upon conclusion of the Water Transport Insurance Agreement, the Insurer shall have the right to inspect the water transport, familiarize itself with the conditions of its maintenance and operation, operational and ship documentation, and, if necessary, appoint an expert examination in order to establish its technical condition and actual cost. At the same time, the assessment of insurance risk by the Insurer is not mandatory for the Insured, who has the right to prove otherwise.
- 7.8. In case of alienation of water transport or transfer of water transport for use and possession to the charterer, the validity of the Insurance Agreement shall be terminated from the moment of alienation or transfer of water transport to the charterer.
- 7.9. By signing the insurance application/Insurance Agreement and (or) paying the insurance premium, the Insured confirms his consent and allows the collection, processing, accumulation, storage, modification, addition, use, distribution (including cross-border transfer, transfer to third parties that are and (or) may be related to the company's activities in accordance with the legislation of the Republic of Kazakhstan, except for distribution in publicly available sources), depersonalization, blocking, destruction), as well as to perform other actions (operations) with the use of elements of protective actions of their personal data, as well as personal data of the Insured Persons (the Insured confirms that there is authority to provide written consent on behalf of the Insured Persons) in accordance with the Law of the Republic of Kazakhstan No94-V "On Personal Data and Their Protection", and also confirms that the operation carried out by him is not related to legalization (laundering) proceeds of crime and financing of terrorist activities.
- 7.10. The Insurer has the right to refuse to conclude the Insurance Agreement with the Insured without giving reasons.
- 7.11. The Insured or the Beneficiary shall immediately, as soon as it becomes known to him, inform the Insurer of any significant change communicated to the Insurer at the conclusion of the contract, which occurred with the insured object or in relation to the insured object (change of the declared navigation area, abandonment of water transport for wintering, lease of water transport (time charter, bareboat charter) during the validity period of the Insurance Agreement, even if such a change in the insurance risk occurs not by the will of the Insured.

## **8. Term and place of validity of the Agreement**

- 8.1. Unless otherwise provided by the Insurance Agreement/Appendix to these Rules, the Insurance Agreement shall be concluded for a period of 1 to 12 months. In case of shorter sailing periods, the Insurance Agreement may be concluded for one voyage, a single haul of water transport, etc., in this case, the insurance premium shall be determined in accordance with the procedure provided for by these Rules.
- 8.2. The Insurance Agreement shall enter into force on the day following the day of payment of the insurance premium, unless otherwise specified in the Insurance Agreement. The day of payment of the insurance premium is the day of receipt of money to the bank account or cash desk of the Insurer.
- 8.3. Unless otherwise specified in the Insurance Agreement/Appendix to these Rules, the period of validity of the insurance cover shall coincide with the term of the Insurance Agreement.
- 8.4. Unless otherwise provided by the Insurance Agreement/Appendix to these Rules, it shall terminate at 24:00 of the day specified in the Insurance Agreement as the day of termination of the Insurance Agreement, or when the Insurer makes an insurance payment for the first insured event. If it is expressly stipulated by the Insurance Agreement/Appendix to these Rules, it shall cease to be valid when the Insurer makes the insurance payment (insurance payments) in the

- amount of the insurance amount under the Insurance Agreement or when the insurance payment is made in case of total loss of water transport or the risk of theft of water transport.
- 8.5. Unless otherwise specified in the Insurance Agreement/Appendix to these Rules, the territory of insurance is the Republic of Kazakhstan.

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

### **9.1. The insurer has the right to:**

- 1) Verify the information provided by the Insured on water transport, sea transportation and its reliability.
- 2) If necessary, give written recommendations to mitigate damage from the event (insured event). However, these actions of the Insurer cannot be considered as recognition of the Insurer's obligation to make an insurance payment.
- 3) Independently find out the causes and circumstances of the event that has signs of an insured event.
- 4) Inspect water transport damaged in the event of an event that has signs of an insured event. The Insured shall not have the right to prevent the Insurer from doing so.
- 5) Obtain from the Insured the information necessary to establish the fact of the occurrence of the event or the amount of the estimated insurance payment.
- 6) If necessary, send requests to the relevant competent authorities for the provision of documents and information confirming the fact and cause of the event.
- 7) refuse to make an insurance payment in full or in part on the grounds of these Rules / Annexes to these Rules and the Insurance Agreement;
- 8) suspend/refuse to carry out transactions with money and (or) other property under the Agreement, in order to comply with the legislation on combating the legalization (laundering) of proceeds from crime and the financing of terrorism;
- 9) perform other actions that do not contradict the Insurance Agreement/Appendices to these Rules and the legislation of the Republic of Kazakhstan.

### **9.2. The insurer is obliged to:**

- 1) Familiarize the Insured with these Insurance Rules and Appendices to these Insurance Rules, and at his request submit (send) a copy of the Rules and (or) Appendices to the Insurance Rules.
- 2) Ensure the secrecy of insurance.
- 3) Issue a copy of the Insurance Agreement to the Insured.
- 4) Not to disclose information about the Insured and his property status, except for cases provided for by the legislation of the Republic of Kazakhstan.
- 5) Comply with the terms and conditions of these Rules, Appendices to these Insurance Rules and the Insurance Agreement.
- 6) Upon receipt of a message about an event that has signs of an insured event, the Insurer shall:
  - 6.1. Within the period established by these Rules, inspect (or ensure an inspection with the involvement of its representatives who are at the place of occurrence of the event or arrived at the place of occurrence of the event at the request of the Insurer) of the damaged water transport, as well as the place of the accident (sea disaster), as a result of which losses were caused to water transport, draw up an inspection report within 5 (five) working days. In this case, the place of occurrence of the event is understood as the geographical place where the event occurred: country, city, port, water area, section of water area or water space with coordinates, etc.
  - 6.2. Make an insurance payment or refuse to make an insurance payment if there are grounds within the period established by these Rules and/or the Insurance Agreement.
  - 6.3. Reimburse the Insured (Beneficiary) for the expenses incurred by him to reduce losses in case of an insured event.
  - 6.4. Perform other actions provided for by the Insurance Agreement/Appendices to these Rules and the current legislation of the Republic of Kazakhstan.

### **9.3. The insurant has the right to:**

- 1) Require the Insurer to explain the terms and conditions of water transport insurance, its rights and obligations under the Insurance Agreement/Appendix to these Rules.

- 2) To challenge in the manner established by the legislation of the Republic of Kazakhstan, the Insurer's refusal to make an insurance payment or to reduce its amount;
- 3) For early termination of the Insurance Agreement in the manner prescribed by the civil legislation of the Republic of Kazakhstan and the Insurance Rules.
- 4) To enter into an Insurance Agreement in favor of third parties (Beneficiaries).
- 5) Declare to the Insurer the waiver of his rights to the insured water transport (abandonment) and receive the full insurance amount in the following cases:
  - 5.1. Missing water transport;
  - 5.2. destruction of water transport (complete actual destruction);
  - 5.3. economic inexpediency of restoration or repair of water transport (complete constructive destruction);
  - 5.4. economic inexpediency of eliminating damage to water transport;
  - 5.5. seizure of water transport insured against such danger, if the seizure lasts more than six months.

In these cases, the Insurer shall transfer:

- all rights to the insured water transport when insuring it in full cost;
- rights to a share of the insured water transport in proportion to the ratio of the insured amount to the insured value in case of water transport insurance not in full cost. An agreement between the Parties that contradicts the Rules established by this clause shall be null and void.

9.4. **The insurant is obliged to:**

- 1) Pay the insurance premium within the time limits and in the manner established by these Rules and the Insurance Agreement.
- 2) Inform the Insurer about significant changes in the degree of risk during the validity period of the Insurance Agreement, as well as about all insurance contracts concluded or being concluded in relation to the insured water transport.
- 3) In the event of an event that has signs of an insured event, the Insured shall:
  - 3.1. Immediately report the incident to the competent authorities, as well as notify the Insurer or its representative as soon as it becomes aware of the occurrence of the event. If the Insurance Agreement provides for a period and/or method of notification, it must be made within the agreed period in the manner specified in the Agreement. Untimely notification of the Insurer about the occurrence of an event that has signs of an insured event gives the latter the right to refuse insurance payment, unless it is proved that the Insurer learned about the occurrence of the event in a timely manner or that the lack of information about it could not affect the Insurer's obligation to make insurance payment.
  - 3.2. Take reasonable and available measures under the circumstances to prevent or mitigate losses. The Insurant shall immediately notify the Insurer of the occurrence of an insured event and follow the instructions of the Insurer, if such instructions are given by him.
  - 3.3. Take all possible measures to ensure the safety of the damaged water transport before inspection by the Insurer's representatives and drawing up an inspection report.
  - 3.4. Provide the Insurer with the necessary documents to determine the fact, causes and extent of the damage caused by the event, other documents specified in these Rules.
  - 3.5. To protect the interests of the Insurer when drawing up a dispatch for general average, covered in accordance with the terms of the Insurance Agreement.
  - 3.6. Provide the Insurer with the right to claim against the guilty party for the losses caused.
  - 3.7. Agree with the Insurer on the choice of a repair company (dock or shipyard) to eliminate the consequences of the event. In the event that the time and place of repair have not been agreed with the Insurer, the amount of insurance payment shall be determined by the Insurer (or engaged experts) based on reasonable and expedient repair costs, which are determined by the Insurer in each specific case on the basis of the conclusions of the involved experts, on the nature of damage and the cost of work, calculation of the cost of work performed by the Insured, calculation of the cost of work prepared by the repair company.

9.5. Perform other actions provided for by the Insurance Agreement and the legislation of the Republic of Kazakhstan.

## **10. Consequences of an increase in insurance risk during the term of the Agreement**

- 10.1. Any significant change that increases the risk, unless it is caused by the rescue of people, water transport or cargo or the need to continue the voyage safely, gives the Insurer the right to revise the terms of the Insurance Agreement or demand payment of an additional insurance premium. If the Insured does not agree to this, the Insurance Agreement shall be terminated from the moment of such amendment.
- 10.2. Significant changes are recognized as changes in the information provided for in clause 7.4, as well as the following circumstances:
  - 1) change (repair, reconstruction) of water transport;
  - 2) change in the type of activity of the Insured;
  - 3) deterioration of the technical condition of water transport;
  - 4) change of the route of water transport;
  - 5) change of the owner (proprietor) of water transport;
  - 6) and other changes in the information specified in the application for voluntary water transport insurance.
- 10.3. Failure by the Insured or the Beneficiary to fulfill the obligation established by clause 10.1. of these Rules, releases the Insurer from the performance of the Insurance Agreement from the moment of the occurrence of a significant change that occurred with the object of insurance or in relation to the object of insurance. In this case, the insurance premium shall be fully retained by the Insurer, unless the Insured, the Insured or the Beneficiary prove that the failure to perform this obligation was not due to their fault.
- 10.4. In cases where the Insured, the Insured, the Beneficiary, doubts whether the changes that have occurred in the insurance risk are significant, he is obliged to notify the Insurer of these changes.
- 10.5. In all cases, changes in the information specified by the Insured at the conclusion of the Insurance Agreement in the **Application for Voluntary Insurance of Water Transport** and in the Insurance Agreement shall be significant.
- 10.6. The Insurer shall not be entitled to demand termination of the Insurance Agreement if the circumstances leading to an increase in the insurance risk have already disappeared.

## **11. Documents required for consideration of the issue of insurance payment**

- 11.1. If the event is recognized as an insured event, the insurance payment shall be made by the Insurer in accordance with the Insurance Agreement on the basis of the following documents:
  - 1) application for an insured event;
  - 2) copies of the Insurance Agreement;
  - 3) confirming the fact of the occurrence of the event and the amount of the loss caused by the Insured;
  - 4) confirming the performance and payment for the repair of water transport issued by the relevant organization;
  - 5) confirming the right of possession, use, disposal of water transport submitted by the Insured (Beneficiary);
  - 6) copies of the certificate of state (accounting) registration (re-registration) of the legal entity (branch, representative office) with the identification number and address of the location, a copy of the order/decision on the appointment of the chief executive officer (for the Beneficiary of the legal entity);
  - 7) documents for due diligence of the Insured, the Insured and the Beneficiary (his/her representative) and the beneficial owner in accordance with the AML/CFT legislation of the Republic of Kazakhstan;
  - 8) an application for the insurance payment from the Beneficiary, indicating the information necessary for its implementation;

- 9) documents necessary for the Insurer to exercise the right of claim against the person responsible for the damage caused, including the dispatch drawn up by the dispatcher who has the appropriate permission;
  - 10) a court decision that has entered into force when resolving a dispute in court.
- 11.2. To receive the insurance payment, the Insured is obliged to document the fact and circumstances of the occurrence of the insured event, the consequences and amount of damage caused as a result of the occurrence of the insured event, as well as to provide the documents necessary for the Insurer to consider the application.
  - 11.3. In case of occurrence of an event that has signs of an insured event, the Insured, within a period of no more than 3 (three) business days from the date of its occurrence, shall submit to the Insurer an application describing the causes and circumstances of the occurrence of the event, the estimated amount of damage caused.
  - 11.4. The application shall be accompanied by the Insurance Agreement (copy) and the initial list of documents related to the insured event:
    - 1) To prove the existence of an event that has signs of an insured event – a ship's report on the occurrence of the event, a maritime protest, documents of competent and specialized authorities, the State Maritime Emergency Rescue Service, port services, claims of third parties, other official documents (acts, conclusions, certificates) confirming the fact of the occurrence of the event. The list of documents is agreed with the Insured in the Insurance Agreement.
    - 2) In case of loss of water transport without a trace or failure to arrive at the point of destination on time, reliable information on the departure of water transport from the port of departure and non-arrival at the port of destination (certificates of port services, printout of negotiations with the master of water transport, materials of law enforcement agencies and search and rescue services).
    - 3) To prove the amount of the claim for loss – the ship's report on the fact of damage, extracts from the ship's logbook, expert reports, and other documents related to the loss. Supporting documents for the expenses incurred, loss invoices, as well as other documents necessary for the Insurer to consider the claim.
  - 11.5. If necessary, independent experts (traffic safety inspectors) may be involved in determining the causes of the event and the amount of losses, whose services are paid for by the requesting party.

## **12. Consideration by the insurer of the issue of insurance payment**

- 12.1. 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) make insurance payment;
  - 2) refuses to make insurance payment.
  - 3) make a decision on impossibility to make or refuse to make insurance payment.
- 12.2. The insurer shall make the insurance payment or refuse to make the insurance payment in the manner specified in these Rules.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.

- 12.6. 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.

### **13. Procedure and conditions for making an insurance payment**

- 13.1. According to these Insurance Rules, losses are understood as expenses that the person whose right has been violated has incurred or will have to incur to restore the violated right, loss or damage to his property (real damage).
- 13.2. Upon receipt of the Insured's message and application, documents on the event that has occurred, the Insurer shall perform the following actions:
- 13.2.1. Establishes the fact of occurrence of an event that has signs of an insured event (within the period provided for by these Rules for drawing up an insurance act; verifies the compliance of the information provided in the Insured's application (time, place, circumstances of the event, etc.) with the terms of the Insurance Agreement and these Rules; determines the fact and causes of the occurrence of the event as a result of which the damage was caused (on the basis of documents of the relevant organizations); checks whether the damage was whether the event that occurred and the losses incurred are provided for by the Insurance Agreement; determines the need to involve experts, traffic safety inspectors, and performs other actions aimed at establishing the fact of the occurrence of the event.
- 13.2.2. In case of recognition of the occurrence of an event as an insured event, determine the amount of losses, insurance payment.
- 13.3. The Insurer or its representative has the right, after receiving the Insured's message about the occurrence of an event that has signs of an insured event, to inspect the damaged water transport, based on the results of which an inspection report is drawn up.
- 13.4. The existence of general average is established and the calculation of its distribution (dispatch) is drawn up by the dispatchers at the request of the interested parties.
- 13.5. The event must be recognized by the Insurer as an insured event (or a decision is made not to recognize it as an insured event) within 30 (thirty) business days from the date of receipt of the full package of documents on the Insured Event, if no criminal case has been initiated on the fact of this event and within the specified period the Insurer has received all the necessary documents to confirm the fact of the insured event and determine the amount of losses or there is a court decision, which has entered into force (when considering a dispute between the Insurer and the Insured on the fact of causing damage in court).
- 13.6. If the occurrence of the event is recognized as an insured event and in the absence of a judicial dispute between the parties, the Insurer shall draw up an insurance act on the basis of the application, the documents submitted by the Insured (specified in Section 11 of these Rules), the act of inspection of water transport and the place of occurrence of the event (if any), as well as additional materials received by him, within 10 (ten) working days after receipt of all necessary documents. which indicates the circumstances of the insured event, the justification for the calculations of the amount of losses caused, the amount of insurance payment to the Insured (Beneficiary). The term for drawing up an insurance act may be increased to 30 (thirty) working days in case of particularly difficult circumstances of an insured event (maritime disaster, event occurred outside the Republic of Kazakhstan, loss of water transport, etc.). An insurance act shall not be drawn up if, during the verification of the Insured's application, it is established that the claimed loss did not occur as a result of an insured event. In this case, the Insurer and the Insured within 10 (ten) business days from the date of such decision shall draw up a document of any form, which shall indicate the reasons for which the insurance act was not drawn up, or the Insurer shall send to the Insured within the same period a written notice indicating the reasons for not recognizing the event as an insured event and the decision made to refuse insurance payment.
- 13.7. Damage caused to water transport as a result of an event recognized as an insured event is determined on the basis of actual damage and is compensated in the amount of the insured amount in the following cases:
- 13.7.1. Total actual loss of water transport (water transport is irretrievably lost for the Insured).

13.7.2. Missing water transport (no information about water transport has been received for 3 (three) months, while the last news about water transport was received before the expiration of the Insurance Agreement).

13.7.3. Complete structural loss of water transport (restoration or repair of water transport is economically inexpedient). The total constructive loss of water transport is recognized if the total amount of repairs to eliminate the consequences of the insured event is at least 70% of the insured value of water transport.

- 13.8. The amount of expenses for the elimination of the consequences of the insured event includes the cost of restoring the water transport to its condition at the time of the conclusion of the Insurance Agreement, as well as the costs of rescue and towing to the place of repair.
- 13.9. Rescue expenses are remuneration paid by the Insured to a third party for services to save water transport from impending sea danger. The remuneration for rescue is determined on the basis of the cost of the rescued water transport, the degree of impending danger, the level of effort made and the costs incurred in this case.
- 13.10. The insurance payment is made based on the actual costs of the Insured for the repair (restoration) of water transport. In case of payment of the insurance indemnity in case of total loss or disappearance of the water transport, the ownership of the insured water transport shall be transferred to the Insurer within the limits of the amount paid by virtue of abandonment or on the basis of the relevant agreement with the Insured or the Beneficiary. In the absence of an abandonment and an agreement on the transfer of ownership of the insured water transport to the Insurer, the insurance indemnity in case of total constructive loss of water transport shall be paid without deduction of the value of the remains of the insured property suitable for sale.
- 13.11. In case of damage to water transport, losses are considered as the amount of expenses necessary to bring water transport to the condition in which it was at the time of the occurrence of the insured event.
- 13.12. The costs of putting the vehicle into the dock and taking it out of it, or lifting and lowering with the help of a slipway, as well as the costs of using a dry dock or slipway are included in the cost of repairs in full and are subject to reimbursement by the Insurer (within the limits of the insured amount), provided that during the repair work was carried out aimed exclusively at eliminating the consequences of the insured event.
- 13.13. If the repair of damages covered by the Insurance Agreement is carried out simultaneously with the works not related to the elimination of the consequences of the insured event, the cost of repairs, which is reimbursed by the Insurer, includes 50% of the costs of putting water transport into and out of the dry dock or lifting and lowering it with the help of a boathouse. In this case, the calculation of the reimbursable costs for the use of the dock or slipway is made based on the time that would have been required for repairs to eliminate the consequences of the insured event, if such repairs had been carried out separately.
- 13.14. In case of sale of damaged water transport, if repairs to eliminate damage to water transport have not been carried out, the Insured shall be entitled to compensation for losses incurred as a result of the insured event and incurred by the Insured in the amount of reduction of the sale price of water transport due to damage. The amount of the Insured's losses in this case is determined on the basis of an independent expert assessment. The same approach is used when selling water transport for scrap.
- 13.15. In accordance with these Rules, the Insurer shall reimburse the Insured, the Insured (Beneficiary) for the necessary expenses incurred by him for:
- prevention or mitigation of losses for which the Insurer is responsible, even if the measures taken by the Insured (Beneficiary) to prevent or mitigate losses have been unsuccessful;
  - drawing up a dispatch for general average.
- These expenses shall be reimbursed by the Insurer in the amount proportional to the ratio of the insured amount to the insured value. Such expenses shall be reimbursed by the Insurer regardless of the fact that they, together with the losses subject to compensation, may exceed the insured amount.
- 13.16. The insurance payment, unless otherwise specified in the Insurance Agreement, shall be made by the Insurer within 20 (twenty) business days after the submission of a full package of documents specified in these Rules, the Insurance Agreement, confirming the fact and circumstances of the occurrence of the insured event, the consequences and the amount of damage caused as a result of its occurrence.

- 13.17. 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.
- 13.18. 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.

#### **14. Double Insurance**

- 14.1. The Insured shall inform the Insurer about all Insurance Agreements concluded with other insurance organizations in relation to the objects insured by the Insurer.
- 14.2. In case of double insurance, the Insurer shall be liable to the Insured within the limits of the Insurance Agreement concluded with him, however, the total amount of insurance payments received by the Insured from all Insurers may not exceed the actual damage.
- 14.3. The Insured has the right to receive an insurance payment from any Insurer in the amount of the insurance amount provided for by the Insurance Agreement. In the event that 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 exempted from making the insurance payment due to the fact that the damage caused has been compensated by other Insurers, shall be obliged to return to the Insured the relevant part of the insurance premiums, minus the expenses incurred.

#### **15. Subrogation**

- 15.1. The Insurer who made the insurance payment under the Insurance Agreement shall receive the right of claim that the Insured has against the person responsible for the damage caused within the amount paid. Upon receipt of the insurance indemnity, the Insurant shall be obliged to transfer to the Insurer all the documents and evidence available to him and inform him of all the information necessary for the Insurer to exercise the right of claim transferred to him.
- 15.2. In case of the Insured's waiver of claims against the specified person or of the rights ensuring the implementation of claims against him, as well as in case of refusal to transfer to the Insurer the documents necessary for the presentation of the right of claim, 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 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 Insurance Agreement:
- change in the information of the Insured, the Insured, the Beneficiary provided at the conclusion of the Insurance Agreement;
  - 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 to the moment of conclusion by the Parties of an agreement on amendments and additions, the Insurance Agreement shall be 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 Agreement**

- 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 for the first insured event. If it is expressly stipulated by the Insurance Agreement/Appendices to these Rules, it shall be terminated when the Insurer makes an insurance payment (insurance payments) in the amount of the insurance amount under the Insurance Agreement or when making an insurance payment in case of complete loss of water transport or at the risk of theft of water transport;
  - 2) non-payment by the Insured of the next insurance premium when paying the insurance premium in installments;
  - 3) failure of the Insured to inform the Insurer of significant changes in the circumstances reported to the Insurer at the conclusion of the Insurance Agreement, if these changes may significantly affect the increase in the insurance risk, or if the Insurant 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;
  - 4) termination of the Agreement at the initiative of the Insured;
  - 5) termination of the 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 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.
- 17.3. 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 are subject to refund of a part of the insurance premium minus the costs incurred for conducting the case, the amount of which is 30% of the total amount of the insurance premium for the unexpired insurance period from the date of submission to the Insurer of an application for early termination of the Insurance Agreement no later than 30 (thirty) business days, unless otherwise provided by the Insurance Agreement.
- 17.4. In case of withdrawal of the Insurance Agreement by the Insured-individual, within 14 (fourteen) calendar days from the date of its conclusion, 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 received (received) insurance premium (insurance contributions).
- 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 10 (ten) percent of the insurance premium(s) received.
- 17.6. In cases where early termination of the Insurance Agreement is caused by non-fulfillment/improper fulfillment of its terms and conditions through the fault of the Insurer, the latter shall be obliged to return to the Insured the insurance premium or insurance premiums paid by him in full.
- 17.7. Invalidity of the Insurance Agreement shall be carried out in accordance with the procedure established by law at the request of an interested person. In case of invalidity of the Insurance Agreement, each party is obliged to return to the other all received under it, excluding the costs associated with the conclusion and performance of the Insurance Agreement, unless other consequences of the invalidity of the Insurance Agreement are provided for by law. Recognition of the Insurance Agreement as invalid shall be carried out in accordance with the norms of the civil legislation of the Republic of Kazakhstan.

## **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 Agreement.
- 18.4. The party experiencing force majeure shall notify the other party of the occurrence of such circumstances within 3 (three) business days, unless otherwise provided in the Insurance Agreement/Appendices to these Rules.

## **19. Dispute Resolution Procedure**

- 19.1. When resolving disputes arising out of the Insurance Agreement and not settled by the parties, the norms of the legislation of the Republic of Kazakhstan shall apply.
- 19.2. Disputes arising under the Insurance Agreement, or the emergence of doubts about the circumstances of the occurrence of an insured event, shall be resolved through negotiations, with the involvement, if necessary, of a specially created expert commission.
- 19.3. In the event of disputes, the Parties are obliged to comply with the following pre-trial dispute settlement procedure:
  - 1) 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.
  - 2) 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.
- 19.4. 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 the specialized inter-district economic court of Almaty (if the dispute is between legal entities or individual entrepreneurs), that is, contractual jurisdiction is established.
- 19.5. 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. Everything that is not stipulated by these Rules/Annexes to these Rules is regulated in accordance with the legislation of the Republic of Kazakhstan. In case of contradictions between the Insurance Agreement and the Insurance Rules, the provisions of the Insurance Agreement shall apply.
- 20.2. By agreement of the Parties, special conditions (insurance clauses, definitions, exclusions, etc.) may be included in the concluded Insurance Agreement/Annexes to these Rules, if they do not contradict the legislation of the Republic of Kazakhstan.