

"APPROVED"

**Minutes of the Board of Directors
Insurance Company Basel JSC
Minutes No 19/26 dated June
01, 2026**

RULES

**VOLUNTARY INSURANCE
AIR TRANSPORT
Insurance Company Basel JSC**

Almaty, 2026

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1. GENERAL PROVISIONS

- 1.1. These Rules of Air Transport Insurance of Basel Insurance 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. In accordance with the current legislation of the Republic of Kazakhstan and on the terms and conditions provided for by these Rules, Joint-Stock Company Insurance Company "Basel", hereinafter referred to as the "Insurer", concludes with individuals and legal entities (regardless of the form of ownership), hereinafter referred to as the "Insureds", Voluntary Insurance Contracts for air transport (hereinafter referred to as the Insurance Agreement), owned by them on the right of ownership or transferred to them at their disposal or use.
- 1.3. The purpose of air transport insurance is to provide insurance protection of the Insured's property interests in the form of full or partial compensation for damage caused by insured events provided for by these Rules.
- 1.4. On the basis of these Rules and the current legislation of the Republic of Kazakhstan, the Insurer enters into Air Transport Insurance Contracts with legal entities (regardless of the form of ownership), hereinafter referred to as the "Insureds", to whom the aircraft belong on the right of ownership or are transferred to them for disposal or use.
- 1.5. An insurance contract may also be concluded with an individual to whom the aircraft belong by right of ownership or have been transferred to him for disposal or use.
- 1.6. The Insured has the right to appoint any person as a recipient of the insurance payment in the event of an insured event (Beneficiary).
- 1.7. 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 prescribed by law.
- 1.8. In the event of the death of the Insurant who is an individual during the validity period of the Insurance Agreement, his rights and obligations under this Agreement shall be transferred to his heirs in the manner prescribed by law.
- 1.9. Unlawful interests of the Insured are not subject to insurance.
- 1.10. The following terms 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) **Insurer** – a legal entity engaged in the conclusion and performance of Insurance Contracts on the basis of the relevant license of the authorized state body;
 - 3) **Insurant** – a legal entity or an individual who has entered into an Insurance Agreement with the Insurer;
 - 4) **Insured** – a person whose property interests are related to the possession, use, disposal of the insured property, as a result of its damage or loss (destruction);
 - 5) **Beneficiary** – a person who, in accordance with the Insurance Agreement, is the recipient of the insurance payment;
 - 6) **Crew members** are flight crews 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 Operation 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;

- 7) **insured event** – an event upon the occurrence of which the Insurance Agreement provides for the insurance payment;
- 8) **period of validity of insurance protection** – the term of validity of the Insurance Agreement, unless otherwise provided by the Insurance Agreement;
- 9) **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;
- 10) **insurance amount** – the amount of money for which the insured object is insured and which is the maximum amount of the Insurer's liability in the event of an insured event;
- 11) **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;
- 12) **Insurance Policy** – a document issued by the Insurer to the Insured (Beneficiary) and certifying the fact of conclusion of the Insurance Agreement;
- 13) **Insurance Agreement** – a document regulating the relationship between the Insurer, the Insured and the Beneficiary, according to which one party (the Insured) undertakes to pay the insurance premium, and the other party (the Insurer) undertakes to make an insurance payment to the Insured or another person in whose favor the Insurance Agreement is concluded (the Beneficiary) within the amount (insurance amount) specified in the Insurance Agreement;
- 14) **franchise** – the Insurer's exemption from compensation for losses not exceeding a certain amount provided for by the terms of the Insurance Agreement remains on the Insured's own retention;
- 15) **unconditional franchise** – part of the possible damage that may be caused to the property interests of the Insured and remaining on its retention is not subject to compensation by the Insurer;
- 16) **conditional franchise** – part of the possible damage that may be caused to the interests of the Insured, subject to compensation by the Insurer if the loss from the insured event exceeds the amount of the established franchise;
- 17) **subrogation – transfer to** the Insurer who paid the insurance indemnity of the right to demand compensation from the person responsible for the damage caused to the Insured within the limits of the indemnified damage;
- 18) **aircraft/air transport** – an aircraft maintained in the atmosphere by its interaction with the air, other than interaction with the air reflected from the earth's (water) surface. An aircraft includes the body, as well as engines, tools, equipment, accessories and parts installed or provided in the on-board set, or temporarily removed from the aircraft body and not replaced by other engines, tools, equipment, accessories and parts, excluding fuels and lubricants, special liquids and other consumables;
- 19) **Unit** is an integral part of an aircraft that has an overhaul life established directly for this part and for which a separate passport or form is issued. An aircraft engine is considered to be one unit;
- 20) **spare parts** – individual parts, sets of parts, electronic units, assemblies, as well as equipment intended for installation on the aircraft as additional equipment or replacement for various reasons of similar parts, electronic units, assemblies and equipment of the insured aircraft, as well as dismantled from the insured aircraft and replaced sets of parts, electronic units, assemblies and equipment;

- 21) **service life** – a technical resource, or the amount of use, or the period of being in good condition and/or calendar time, at the end of which, according to the operating rules, the aircraft is subject to repair or replacement of units;
- 22) **Cost of scheduled repairs** – the cost of works and materials necessary to carry out scheduled (overhaul) repairs of the damaged part or unit, or replace it with a similar one (depending on the need) at the end of the service life;
- 23) **Private Entertainment Use** means the use of the aircraft only for personal and leisure purposes, but not for business or professional interests and not for rental or remuneration;
- 24) **Business Use** – the use of the aircraft for the purposes of the Insured's business or professional interests, but not for lease or for remuneration;
- 25) **commercial use** – the use of an aircraft for the purposes specified in paragraphs 24) and 26) for a fee;
- 26) **Lease** – the lease, lease, charter or lease of an aircraft by the Insured to any individuals, companies or organizations for business and private purposes, when the management of the aircraft is not under the control of the Insured. Lease use for any other purposes is not covered under these Rules.
- 27) **Aircraft flight** is the movement of an aircraft on the ground (water) surface and in the airspace from the beginning of take-off run (separation from the ground or water surface during vertical take-off) to the end of the run (clearing the runway without stopping) or touching the ground (water) surface during vertical landing;
- 28) **international flight** – a flight of an aircraft in which the aircraft crosses the border of a foreign state;
- 29) **taxiing** means the period of time when the aircraft is moving on the ground on its engines, other than movement on the ground, which refers to the definition of "Flight". For the case when the aircraft takes off from the water, taxiing is considered when it is moving, but is not in flight and not at anchor;
- 30) **at anchor** – the period of time when the aircraft is on the water and secured by an anchor or during the period of anchoring or raising, except for cases when the aircraft is in flight or taxiing;
- 31) **Parking** is a period of time when the aircraft is not in flight, taxiing or at anchor;
- 32) **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;
- 33) **aviation accident** – an event that occurred during the use of an aircraft for the purpose of flight, associated with a disruption of the normal functioning of this aircraft, its crew, other aviation personnel or associated with the impact of external conditions and resulting in the death of people, significant damage, destruction or loss of the aircraft;
- 34) **Loss of aircraft:**
 - ✓ **complete loss of the aircraft** – the aircraft is completely destroyed and cannot be restored and none of its units can be used in the future for their intended purpose; the aircraft is irretrievably lost for the Insured (Beneficiary);
 - ✓ **constructive loss of an aircraft** is the technical impossibility or economic inexpediency of restoring an aircraft, as well as the impossibility of using it for its intended purpose. Restoration of an aircraft is considered economically inexpedient if the cost of its emergency repair is more than 75% of its cost;
- 35) **missing in action** – means that the search for the missing aircraft has been officially terminated and the location of it (or its wreckage) has not been established;

- 36) **damage to the aircraft** means that there was a violation of the integrity of the structure of the aircraft (its components), which did not lead to its destruction.
- 37) **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 in accordance with these Rules is the property interests of the Insured related to the possession, use or disposal of the aircraft, as a result of its loss (disappearance) or damage.
- 2.2. In accordance with these Rules, the following can be insured:
- 1) aircraft (civil, state and experimental aviation) that have a certificate of state registration of an aircraft, a certificate (certificate) of airworthiness of an aircraft or other documents substituting them;
 - 2) individual units of aircraft installed on board the aircraft and having duly executed documents (passport, form, etc.);
 - 3) aircraft spare parts, as well as mechanization equipment and technical devices used in direct connection with the technical and/or commercial maintenance of the aircraft on the territory of the aerodrome (hereinafter also referred to as mechanization and technical devices).
- 2.3. The insurance contract may provide for insurance of two or more aircraft.
- 2.4. An aircraft cannot be accepted for insurance if it does not have a valid "Certificate of State Registration of a Civil Aircraft", "Certificate of Fitness of a Civil Aircraft for Flights", and/or other documents required by state and departmental air transport management bodies, as well as documents confirming the ownership (lease) of the aircraft.

3. INSURED EVENTS

- 3.1. Aircraft insurance is carried out in case of its:
- 1) Damage;
 - 2) total or constructive destruction, disappearance as a result of any reasons other than those specified in paragraph 4.1. of the Insurance Rules during the mooring, anchoring, taxiing and/or flight of the aircraft, unless otherwise provided for by the Insurance Agreement.
- 3.2. In accordance with these Rules, at the request of the Insured, the Insurer may insure:
- 1) the aircraft as a whole;
 - 2) individual structural parts and assemblies of the aircraft (fuselage, engines, etc.);
 - 3) additionally installed special equipment;
 - 4) aircraft salvage costs.
- 3.3. Upon conclusion of the Flight (Flight) Insurance Agreement, the insurance is valid from the moment the aircraft engines are started for flight at the departure aerodrome and until they are turned off at the parking lot of the destination aerodrome.
- 3.4. In accordance with these Rules, in respect of a separate unit removed from the insured aircraft, the insurance is valid provided that such unit has not left the territory of the airport, has not been installed on another aircraft or another unit has not been installed in its place.
- 3.5. The insurance cover applies exclusively to insured events that occur during the term of the Insurance Agreement.
- 3.6. An event considered as an insured event must have all the following features:

- 1) probability and randomness of the occurrence of the event;
 - 2) unpredictability as to the specific time or place of the occurrence of the event, as well as the amount of losses as a result of the occurrence of the event;
 - 3) there is no danger that the event must inevitably and objectively occur within the scope of the Insurance Agreement, of which the parties or, at least, the Insured knew in advance or were aware in advance;
 - 4) the occurrence of the event has negative, unfavorable economic consequences for the property interest of the Insured (Insured, Beneficiary);
 - 5) the occurrence of the event is not related to the will and (or) intent of the Insured (Insured, Beneficiary) and does not provide for the purpose of deriving benefits and (or) obtaining winnings (speculative risk).
- 3.7. If the Insurance Agreement provides for insurance for 2 (two) or more aircraft, the provisions of these Rules shall be applied separately for each aircraft.
- 3.8. The terms and conditions of insurance include special clauses (Clauses of the Institute of London Insurers), which are applied on the basis of the risk declared by the Insured, (Appendices No 1 - 5).
- 3.9. Proof of the occurrence of an insured event, as well as the amount of damage caused by it, lies with the Insured and the Beneficiary.
- 3.10. The Insurance Agreement/Appendices to these Rules may provide for a different list of insured events.

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

- 4.1. Insurance payment is not made:
- 1) if the Insured has knowingly provided false information necessary to assess the degree of risk;
 - 2) for damage resulting from normal wear and tear, aging, loss of strength, corrosion, design defects, failures of radio-electronic and special equipment, individual units, parts or parts, if the consequences are localized inside this equipment, units, parts or parts;
 - 3) for damage resulting from local damage (dents and nicks) to engine compressor blades, elements of the outer skin and other units of the aircraft, if they are not related to a specific recorded accident with the aircraft and are identified during a post-flight inspection or during maintenance; Damage to the compressor blades due to the ingress of foreign objects into the gas-air duct of the engine is considered as an insured event if such damage caused a registered failure of the engine in flight or taxiing.
However, if the reasons specified in subp. 2) and 3) of this paragraph have caused damage to other elements of the aircraft or its destruction, then the damage shall be compensated.
 - 4) for indirect losses, loss of profit;
 - 5) for damage caused to third parties;
 - 6) non-compliance with the current legislation of the Republic of Kazakhstan, the requirements of manuals (manuals) on air navigation, flight and technical operation and maintenance of the aircraft, individual units of the aircraft, as well as in the absence of correctly executed all necessary documentation for the aircraft and aircraft units, which is required by the current Rules, manuals and manuals;
 - 7) if the damage occurred as a result of deliberate actions of the Insured (Beneficiary) aimed at the occurrence of an insured event or gross negligence of the Insured (Beneficiary);

- 8) if the damage occurred as a result of non-compliance by the Insured (Beneficiary) with the provisions of the law or departmental regulatory documents, as well as violation of which is qualified as a crime;
- 9) if the damage occurred as a result of the use of landing sites not intended for landing or take-off of the Insured Aircraft (except for force majeure);
- 10) if the damage occurred as a result of the aircraft being outside the geographical restrictions specified in the Insurance Agreement (except for force majeure);
- 11) if the damage occurred as a result of deliberate actions of the Insured's employees and/or persons conducting joint financial and economic activities with the Insured;
- 12) if the damage occurred as a result of robbery (robbery) during transportation to or from the place of insurance;
- 13) if the damage occurred as a result of the operation of the aircraft by an individual (or legal entity) not specified by the Insured in the insurance application, except for cases when the aircraft is controlled on the ground by an authorized person competent in this case;
- 14) if the damage occurred as a result of damage caused by military aircraft;
- 15) if the damage occurred as a result of the transportation of the aircraft by any means of transport;
- 16) if the damage occurred as a result of overflight of the aircraft after major or emergency repairs;
- 17) if the damage occurred as a result of the use of the aircraft for hunting, shooting, intentional splashing or spraying of anything;
- 18) if the damage occurred as a result of testing new structures, as well as other flights requiring special permission;
- 19) if the damage occurred as a result of flights carried out as part of aviation activities (demonstration, figure skating, acrobatics, record flights, competitions, etc.);
- 20) If the damage occurred as a result of the use of the aircraft for pilot training or advanced training of pilots;
- 21) if the damage occurred as a result of events excluded:
 - "Regulation on the Exclusion of Exposure to Radiation or Radioactive Contamination" AVN.71 (Appendix No 1);
 - "Regulation on Exclusion from the Nuclear Risk Insurance Agreement No 1" - AVN.38B (Appendix No 2);
 - "Regulation on the Exclusion of Risks in the Event of War, Theft and Other Dangers" AVN.48B (Appendix No 3);
 - "Regulation on the Exclusion from the Insurance Agreement of Risks Associated with Electronic Date Recognition" - AVN.2000A (Appendix No 4);
- 22) if the damage occurred as a result of the use of the aircraft for illegal purposes or for purposes other than those specified in the Insurance Agreement;
- 23) 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.

The risks listed in paragraphs 15) – 20) may be insured on specially agreed terms for an additional insurance premium.

4.2. The amount of insurance payment does not include:

- 1) lost profit due to the inability to operate the insured aircraft, spare parts, a separate unit, mechanization equipment and technical devices after the insured event;
- 2) losses due to delay, delay of the insured aircraft, flight cancellation, aircraft downtime, violation of the contract of carriage, cancellation of the contract of carriage;

- 3) any penalties (fines, penalties), both contractual and provided for by the legislation of the Republic of Kazakhstan, that have arisen and/or may arise in connection with the insured event;
 - 4) any additional costs associated with the impossibility of operating the insured aircraft, spare parts or a separate unit, mechanization equipment and technical devices after the insured event, such as: expenses for the temporary operation of another aircraft, spare parts and/or unit, mechanization equipment and technical devices, expenses for the operation of special machines and mechanization equipment in connection with damage to the aircraft.;
 - 5) expenses for cleaning and disposal of aircraft remains, spare parts, units, mechanization equipment and technical devices;
 - 6) expenses for search operations in case of loss of the aircraft;
 - 7) costs for re-equipment, modernization, modification of the aircraft, spare parts, units, mechanization equipment and technical devices (if such work is combined with emergency repairs), as well as costs for the repair of damages not related to the insured event, but discovered during emergency repairs in connection with the insured event;
 - 8) amounts paid by the Insured to third parties in order to compensate for damage, including moral damage, in connection with the insured event.
- 4.3. If the Insured fails to take reasonable and available measures to ensure the safety of the damaged aircraft, the Insurer has the right to reduce the amount of insurance payment by the amount of additional damage resulting from the actions or inaction of the Insured.
 - 4.4. If the Insurant fails to take reasonable and available measures to ensure the transfer to the Insurer of the right of claim by way of subrogation in respect of the persons guilty of causing damage, the Insurer shall be released from the insurance payment in full or in the relevant part and shall have the right to demand the return of the overpaid amount.
 - 4.5. The Insurer shall not compensate for the damage caused to the Insured as a result of an insured event that occurred before the commencement of the Insurance Agreement and of which the Insured knew or should have known when submitting the insurance application.
 - 4.6. The Insurer is exempt from making the insurance payment in terms of those losses that have arisen as a result of the fact that the Insured (Insured) intentionally did not take reasonable and available measures to reduce possible losses.
 - 4.7. 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) deliberate actions of the Insured, crew member and/or Beneficiary aimed at the occurrence of an insured event or contributing to its occurrence, except for actions committed in a state of necessary defense or extreme necessity;
 - 2) actions of the Insured, crew member and/or Beneficiary, recognized in accordance with the procedure established by legislative acts as intentional criminal or administrative offenses that are in a causal relationship with the insured event.
 - 4.8. 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.
 - 4.9. The insurance does not cover the following events 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) 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);
 - 6) use of take-off and landing sites not intended for the insured transport (except for forced cases);
 - 7) the use of air transport for testing, sporting/demonstration or training purposes;
 - 8) 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;
 - 9) 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;
 - 10) 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.);
 - 11) use of spare parts, components and/or consumables not specifically specified and not recommended by the manufacturer;
 - 12) manufacturing defect or defect;
 - 13) continued damage to the engine due to the ingress of foreign objects, which is considered normal wear and tear;
 - 14) failure of the commander and crew to take measures to ensure flight safety, safety of air transport;
 - 15) failure to return to the Insured the insured air transport leased or leased by him/her.
- 4.10. The insurer shall be exempt from making insurance payment for losses incurred as a result of seizure, confiscation, requisition, arrest or destruction of the insured air transport by order of state bodies.
- 4.11. The grounds for refusal of the Insurer to make the insurance payment may also be the following:
- 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/untimely notify the Insurer of the occurrence of an insured event;

- 6) the Insurant's waiver of his 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 payment has already been made, the Insurer has the right to demand its return in full or in part.
- 4.12. Except for the cases provided for in clause 4.11 of these Rules, the insurance does not cover moral damage, damage caused by the dissemination of information discrediting the honor, dignity and business reputation (not related to the Insurer's obligation to observe the secrecy of insurance), losses of the Insured (crew members, Beneficiary) (including fines, penalties, forfeits, legal costs, expenses for sending crew members 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 profits), except for cases expressly stipulated by the Insurance Agreement.
- 4.13. The Insurer's refusal to make the insurance payment may be appealed by the Insured/Beneficiary in court.
- 4.14. The Insurance Agreement/Appendices to these Rules may change/reduce/supplement the list of grounds for exemption of the Insurer from insurance payment.

5. PROCEDURE FOR DETERMINING THE INSURED AMOUNT. FRANCHISE

- 5.1. The amount of the insured amount is determined by agreement of the Parties based on the book or market value of the aircraft (otherwise referred to as the insured value) on the basis of accounting documents and market conditions. The sum insured may not exceed the market value of the aircraft at the time of conclusion of the Insurance Agreement.
- 5.2. The Parties may not dispute the insured value determined in the Insurance Agreement, except for cases when the Insurer proves that it was intentionally misled by the Insured.
- 5.3. If the sum insured determined by the Insurance Agreement exceeds the insured value, it shall be invalid by virtue of law in that part of the sum insured which exceeds the actual value at the time of conclusion of the Insurance Agreement.
- 5.4. The Insurance Agreement may provide for a franchise (conditional or unconditional). The franchise is set either as a percentage of the insured amount or in absolute amount.
- 5.5. In the case of a conditional deductible, the Insurer is exempt from liability for damage not exceeding the established amount of the deductible, and must compensate for the damage in full if its amount is greater than the deductible. With an unconditional franchise, if the damage does not exceed the established amount of the franchise, then no payment is made, in case of excess, the damage is compensated minus the established franchise.
- 5.6. The type and amount of the franchise shall be established by agreement between the Insured and the Insurer and shall be specified in the Insurance Agreement.
- 5.7. 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. INSURANCE PREMIUMS. PROCEDURE AND TERMS OF THEIR PAYMENT

- 6.1. The amount of the insurance premium is determined by the Insurance Agreement based on/from the characteristics of the air transport, the conditions and features of its operation, insurance conditions, the term of the Insurance Agreement, the degree of risk, the insured amount, and the insurance tariff, etc.
- 6.2. Payment of the insurance premium is made in a lump sum or in installments in accordance with the terms of the Insurance Agreement.

- 6.3. 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.
- 6.4. 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.
- 6.5. Unless otherwise provided by the Insurance Agreement/Appendices to these Rules, when it is concluded for a period of less than 1 (one) year, the insurance premium is established from the annual premium (in this case, an incomplete month is considered as a full month) in the following amounts:

Validity period of insurance coverage	Amount of insurance premium in % from the annual insurance premium
1 month	20
2 months	30
3 months	40
4 months	50
5 months	60
6 months	70
7 months	75
8 months	80
9 months	85
10 months	90
11 months	95

- 6.6. If the insurance premium or insurance premium is not paid in installments, the Insurer has the right to terminate the Insurance Agreement early from the date of non-payment of the insurance premium. If by the time of the insured event the insurance premium (first insurance installment) is still not paid, the Insurer is released from fulfilling its obligations under the Insurance Agreement and is not responsible for insured events that occurred during the specified period. In this case, a written notification of the Insurer to the Insured is not required.
- 6.7. Termination of the Insurance Agreement by the Insurer in connection with non-payment of the insurance premium (regular insurance premium) by the Insured does not release the latter from the obligation to pay the insurance premium (regular insurance premium) for the period during which the insurance coverage was in effect, and the Insurer had to be liable for its obligations to the Insured.
- 6.8. If the insured event occurred before the payment of the next insurance premium when paying the insurance premium in installments, the Insurer has the right to set off the amount of the unpaid insurance premium when determining the amount of the insurance payment.

7. PROCEDURE FOR CONCLUDING AN INSURANCE CONTRACT

- 7.1. The Insurance Agreement shall be concluded on the basis of a written or electronic application of the Insured in the form established by the Insurer. The Insured's application shall be an integral part of the Insurance Agreement. When filling out the said application and concluding the Insurance Agreement, the Insured shall inform the Insurer of all circumstances known to him/her that are essential for determining the probability of

- occurrence of an insured event and the amount of possible losses from its occurrence (insurance risk).
- 7.2. Unless otherwise provided by the Insurance Agreement/Appendices to these Rules, 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 right to use 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 the performance of flights.
- 7.3. To conclude the Insurance Agreement, the Insurer may request additional documents characterizing the degree of insurance risk.
- 7.4. If necessary, the Insurant undertakes to provide all the necessary documents requested by the Insurer in order to comply with the requirements of the legislation of the Republic of Kazakhstan on combating the legalization (laundering) of proceeds from crime and the financing of terrorism.
- 7.5. When concluding the Insurance Agreement, changing the terms of insurance, the Insured is obliged to present the air transport for inspection. The Insurer shall not be liable for air transport parts (components, assemblies) that are damaged at the time of conclusion of the Insurance Agreement.
- 7.6. The Insurance Agreement shall be drawn up in writing or in electronic 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 (if any).
- 7.7. By signing the insurance application and the Insurance Agreement and (or) paying the insurance premium, the Policyholder confirms his consent and allows the Company to collect and process his personal data 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 the legalization (laundering) of proceeds from crime and financing of terrorist activities.

- 7.8. 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.

8. TERM AND PLACE OF VALIDITY OF THE INSURANCE CONTRACT

- 8.1. Unless otherwise provided by the Insurance Agreement/Appendix to these Rules, the Insurance Agreement shall be concluded for 12 (twelve) months and shall be valid in the territory of the Republic of Kazakhstan.
- 8.2. The insurance cover shall be effective from 00.00 on the day following the day of receipt of the insurance premium (first insurance installment) to the Insurer's bank account or to its cash desk.
- 8.3. Except as provided for in Section 8 and unless otherwise provided by the Insurance Agreement, the Insurance Agreement shall terminate at 24:00 on the day specified in the Insurance Agreement as the day of termination of the Insurance Agreement.
- 8.4. Unless otherwise provided by the Insurance Agreement/Appendices to these Rules, the period of validity of the insurance cover coincides with the term of the Insurance Agreement.
- 8.5. If the insured aircraft is on a flight, at an alternate aerodrome or in distress for objective reasons at the time of expiration of the Insurance Agreement, the Insurance Agreement shall be deemed to be extended until the arrival of the last flight at the destination point. In this case, the Insured shall pay an insurance premium proportional to the term of extension of the Insurance Agreement.
- 8.6. In the event that the Insurer provides preliminary insurance coverage, the Insurance Agreement shall enter into force on the date specified in its written confirmation of the provision of such protection, provided that the Insured pays the insurance premium within the terms specified by the Insurer.
- 8.7. 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 Insurant's compliance with the requirements and terms of the Insurance Agreement;
 - 2) suspend the Insurance Agreement if during the validity of the Insurance Agreement there are changes that increase the risk of occurrence of an insured event, and demand recalculation and payment of the insurance premium taking into account the increased insurance risk;
 - 3) 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;
 - 4) when concluding the Insurance Agreement, inspect the aircraft, spare parts, mechanization equipment and technical devices subject to insurance, study the necessary documentation;

- 5) participate in the investigation of insured events and perform other work related to the performance of the Insurance Agreement;
- 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) appoint a surveyor (expert) to conduct an insurance investigation in order to establish the fact of an insured event and determine the amount of damage;
- 8) refuse to make an insurance payment in full or in part on the grounds provided for by the Insurance Agreement/ Appendices to these Rules;
- 9) suspend/refuse to carry out transactions with money and (or) other property under the Insurance Agreement in order to comply with the legislation on combating the legalization (laundering) of proceeds from crime and the financing of terrorism;
- 10) 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 the Insurance Rules and, at his request, submit (send) a copy of the Insurance Rules;
- 2) ensure the secrecy of insurance;
- 3) in the event of an insured event, to make an insurance payment in the amount, procedure and terms established in the Insurance Agreement or legislative acts;
- 4) reimburse the Insured for the expenses incurred by him to reduce losses in case of an insured event;
- 5) in cases where the Insurant (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;
- 6) perform other actions that do not contradict the Insurance Agreement/Appendices to these Rules and the legislation of the Republic of Kazakhstan.

9.3. The insured has the right to:

- 1) require the Insurer to explain the terms and conditions of air transport insurance, its rights and obligations under the Insurance Agreement;
- 2) before the occurrence of the insured event, replace the Beneficiary named in the Insurance Agreement with another person, notifying the Insurer in writing. The Beneficiary may not be replaced by another person after he has fulfilled certain obligations under the Insurance Agreement arising from his agreement with the Insured, or has submitted a claim to the Insurer to make an insurance payment;
- 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) replace (without prior notice to the Insurer and without making changes to the current Insurance Agreement) the aircraft units with similar ones of the type and purpose, provided that the total insured value of the aircraft is maintained or the percentage breakdown in respect of such units established by the Insurance Agreement is maintained;
- 5) Insure additional aircraft under the terms of the current Insurance Agreement during the term of its validity or exclude certain aircraft from the current Insurance Agreement in accordance with the "Regulation on Insurance of Additional Aircraft and Exclusion of

Aircraft from the Aircraft Insurance Agreement" - AVN.17A (Appendix No 5), if the application of this Regulation is expressly provided for by the Insurance Agreement;

- 6) to appeal in court against the Insurer's refusal to make the insurance payment or to reduce its amount.
- 7) perform other actions that do not contradict the Insurance Agreement/Appendices to these Rules and the 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) at the conclusion and during the term of the Insurance Agreement, inform the Insurer of all circumstances known to him/her that are essential for assessing the probability of occurrence of an insured event and damage from it (insurance risk) and provide the documents requested by the Insurer (on the object of insurance, economic justification of the insured amounts and other financial and technical and economic information);
- 3) at the conclusion and during the validity period of the Insurance Agreement, inform the Insurer about all current/concluded Insurance Agreements for similar risks in relation to the insured aircraft, spare parts or its individual units, mechanization equipment and technical devices;
- 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;
- 5) in case of its reorganization as a legal entity, loss or property lease of the insured aircraft, inform the Insurer thereof;
- 6) create the necessary conditions for the Insurer's representatives to carry out activities related to the conclusion of the Insurance Agreement and its support for the period of validity;
- 7) The Insured shall follow all requirements and instructions issued by the competent authorities concerning the navigation and flight readiness of aircraft and ensuring the safe operation of the aircraft. The policyholder must also ensure that:
 - the aircraft is fit for flight immediately before the start of the flight;
 - all forms and other documents related to the aircraft, the availability of which is mandatory in accordance with official requirements, must be filled in, updated and submitted to the Insurer on time upon request;
 - the Insured's employees shall follow all such requirements and instructions.
- 8) create the necessary conditions for the Insurer to carry out measures (inspection, examination of the aircraft, spare parts, aircraft units, conditions of its maintenance and operation, participation in the investigation of insured events, etc.) related to the conclusion of the Insurance Agreement and its performance during the term of its validity;
- 9) ensure the transfer to the Insurer of the right of claim to the person responsible for the occurrence of the insured event;
- 10) provide all documents and information requested by the Insurer necessary to comply with the requirements of the legislation of the Republic of Kazakhstan;
- 11) perform other actions that do not contradict the Insurance Agreement/Appendices to these Rules and the legislation of the Republic of Kazakhstan.

9.5. The Insurance Agreement/Appendices to these Rules may provide for other rights and obligations of the parties.

- 9.6. **Obligations of the Insured in the event of an insured event.** The insurant/aircraft crew members, after he/she became/should have become aware of the occurrence of the insured event (an event that may lead to the occurrence of an insured event), shall/shall:
- 1) take reasonable measures available in the circumstances to prevent or mitigate possible losses, including measures to rescue and preserve air transport;
 - 2) 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;
 - 3) immediately, but in any case no later than 3 (three) business days, inform the Insurer in writing about the insured event;
 - 4) to keep the damaged air transport (if it does not contradict the interests of safety or will not lead to an increase in damage) until it is inspected by the Insurer's representative in the form in which it was at the time of damage/death;
 - 5) provide the Insurer's representative with the opportunity to inspect the damaged air transport without hindrance, participate in measures to mitigate losses and rescue the air transport;
 - 6) assist the Insurer's representative in clarifying the causes and circumstances of the occurrence of the insured event, including providing the Insurer with all information and documentation available to him, including information constituting a commercial secret, 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 the 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) coordinate with the Insurer all measures to restore the damaged aircraft, spare parts and/or assemblies, mechanization equipment and technical devices;
 - 10) 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, etc.;
 - 11) 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;
 - 12) perform other actions provided for by the Insurance Agreement/Appendices to these Rules and the legislation of the Republic of Kazakhstan.
- 9.7. If the Insured fails to fulfill the obligations specified in clause 9.6. of this Article, the Insurer has the right to refuse to compensate for damage. If the lost (stolen) property was not reported to the competent authorities or was not reported in a timely manner, the Insurer shall be released from the obligation to make the insurance payment only in the part relating to this property.

- 9.8. In the event that the Insured is not the Insured, the obligation to notify the Insurer of the occurrence of the insured event and to take reasonable and available measures in the circumstances to prevent or reduce possible losses, including measures to save and preserve the insured property, lies with the Insured. Failure to notify the Insurer within the stipulated period of the occurrence of an insured event gives him the right to refuse the insurance payment.
- 9.9. **The beneficiary has the right to:**
- 1) require the Insurer to explain the terms and conditions of 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 that do not contradict these Rules, Annexes to these Rules/Insurance Agreement and the legislation of the Republic of Kazakhstan.
- 9.10. Unless otherwise provided by the Insurance Agreement/Appendices to these Rules, all notices, notifications, messages, proposals sent by the parties to each other for 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 notification, fax, telegram or express mail.
- 9.11. The rights and obligations of the parties provided for in this section are not exhaustive. The Parties have the rights and bear the obligations provided for by other clauses of the Rules, the terms of the Insurance Agreement and the legislation of the Republic of Kazakhstan.
- 9.12. The list of rights and obligations of the Parties may be amended/reduced/supplemented by the Insurance Agreement/Appendices to these Rules.

10. CONSEQUENCES OF AN INCREASE IN INSURANCE RISK DURING THE TERM OF THE INSURANCE CONTRACT

- 10.1. The Insured shall immediately notify the Insurer of all significant changes in the insurance risk accepted for insurance known to him/her that occurred during the term of the Insurance Agreement, even if such a change in the insurance risk occurs not at the Insured's will.
- 10.2. Significant changes in the insurance risk are such changes in the insured object or related to the insured object, which are important for determining the probability of occurrence of an insured event and the amount of possible losses from its occurrence, and which could, if they existed at the time of the conclusion of the Insurance Agreement, affect the Insurer's decision to conclude the Insurance Agreement or the specific terms of the Insurance Agreement.
- 10.3. In cases where the Insured doubts whether the changes in the insurance risk are significant, he is obliged to notify the Insurer of these changes.
- 10.4. In general, changes in the information specified by the Insured when entering into the Insurance Agreement in his Insurance Application and in the Insurance Agreement are significant.
- 10.5. The Insurer, notified of the circumstances entailing an increase in the insurance risk, shall have the right to demand amendments to the terms of the current Insurance Agreement or

payment of an additional insurance premium in proportion to the increase in the insurance risk.

- 10.6. If the Insured objects to making changes to the terms of the Insurance Agreement or payment of an additional insurance premium, the Insurer has the right to demand termination of the Insurance Agreement in accordance with the Rules provided for by the current legislation of the Republic of Kazakhstan.
- 10.7. If the Insured fails to fulfill the obligation provided for in clause 9.4. of this Article, the Insurer (before the occurrence of an insured event) has the right to demand termination of the Insurance Agreement and compensation for losses caused by termination of the Insurance Agreement.
- 10.8. 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 FOR INSURANCE PAYMENT

- 11.1. Unless otherwise provided by the Insurance Agreement/Appendices to these Rules, the claim for insurance payment shall be submitted to the Insurer by the Insured (Beneficiary) in writing with the attachment of documents substantiating this claim.
- 11.2. Unless otherwise provided by the Insurance Agreement/Appendix to these Rules, the following documents shall be attached to the application for insurance payment:
 - 1) application for an insured event;
 - 2) a copy of the Insurance Agreement (its duplicate);
 - 3) a copy of the aircraft registration certificate;
 - 4) a copy of the air operator's certificate;
 - 5) copies of documents confirming the right to use the aircraft (aircraft sale and purchase agreement, tender protocol, etc.);
 - 6) copies of documents confirming property lease, leasing, trust management, as well as for other use of the aircraft;
 - 7) 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;
 - 8) 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);
 - 9) act of inspection of the technical condition and determination of the suitability of the aircraft;
 - 10) Airworthiness certificate (in case of flight operation of the aircraft);
 - 11) aircraft type certificate (for ultralight aircraft, a copy certificate or a type certificate);
 - 12) Airworthiness certificate;
 - 13) logbooks (aircraft/helicopter logbook, airplane/helicopter sanitary logbook);
 - 14) license for on-board radio stations;
 - 15) Flight Operation Manual;
 - 16) Operator's Flight Operations Manual;
 - 17) 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;
 - 18) Originals or copies of the relevant documents of the competent authorities certified by authorized persons:

- in case of an aviation incident – acts/conclusions of commissions, other competent authorities/persons carrying out investigation, classification and accounting of aviation incidents, or confirming the fact of occurrence of an insured event;
 - in case of an accident - the conclusion of the non-departmental state commission; acts/conclusions of commissions, other competent authorities/persons carrying out investigation, classification and accounting of aviation accidents, or confirming the fact of occurrence of an insured event;
 - in case of a natural disaster – acts, conclusions, other documents of fire fighting authorities, hydrometeorological services, emergency services, divisions of the Agency for Emergency Situations, state commissions, other competent bodies that investigate, classify and record events considered in the Insurance Agreement as insured events, or confirm the fact of occurrence of an insured event;
 - in case of unlawful actions of third parties – documents of the prosecutor's office, investigation, inquiry, judicial authorities, fire supervision bodies (resolutions on the progress of a criminal case (on initiation, refusal to initiate, suspension, termination), protocol of inspection of the scene of the incident, decisions on the involvement as a defendant, court verdict), other documents drawn up by the authorized bodies (commissions) carrying out the investigation, classification and recording of events, considered in the Insurance Agreement as insured events, or confirming the fact of occurrence of an insured event;
- 19) an act of expert assessment to determine the amount of damage caused to air transport, carried out by an independent appraiser who has the appropriate permit;
 - 20) documents necessary for the Insurer to exercise the right of claim against the person responsible for the damage caused;
 - 21) documents confirming the expenses incurred by the Insured and covered under the Insurance Agreement.
- 11.3. 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/Appendices to these Rules, 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.
 - 11.4. Original documents after the Insurer makes a decision on insurance payment at the request of the Insured/Beneficiary may be returned to the relevant person subject to the provision of simple or certified copies (by the decision of the Insurer, based on the requirements of the legislation of the Republic of Kazakhstan).
 - 11.5. The burden of collecting documents lies with the Insured.
 - 11.6. The specific list of documents is determined by the Insurance Agreement.

12. PROCEDURE AND CONDITIONS FOR INSURANCE PAYMENT

- 12.1. The decision to make the insurance payment or to refuse to make the insurance payment shall be made by the Insurer no later than 20 (twenty) business days from the date of submission of the last of the necessary documents confirming the occurrence of the insured event, the cause of its occurrence and the right of the recipient to the insurance payment and approval of the relevant insurance act, unless otherwise expressly stipulated in the Insurance Agreement/ Appendix to these Rules.
- 12.2. The Insurer shall send a written reasoned refusal to pay the insurance payment to the Insured and the Beneficiary within 15 (fifteen) business days from the date of receipt of all necessary

documents, unless another period is established by the Insurance Agreement/Appendices to these Rules.

- 12.3. The deadline for consideration of documents and implementation of insurance payment under voluntary insurance contracts of Insurants - individuals, after submission of all necessary documents to the Insurer, shall be no more than 15 (fifteen) working days.
- 12.4. 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.
- 12.5. If necessary, the Insurer shall request 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 shall also have 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.
- 12.6. Several losses that occurred for the same reason are considered as one insured event.
- 12.7. The amount of damage to air transport damage based on the calculation of the cost of restoration of damaged air transport minus the accrued depreciation (depreciation) of air transport that occurred before the occurrence of the insured event.
- 12.8. The insurance indemnity may not exceed the amount of direct damage to the insured aircraft of the Insured in the event of an insured event, if the Insurance Agreement/Appendices to these Rules do not provide for an insurance indemnity in a certain amount.
- 12.9. The total amount of insurance payments in the event of one or more insured events is limited to the insurance amount established by the Insurance Agreement.
- 12.10. The insurance indemnity shall be reduced by the amount of the deductible established by the Insurance Agreement.
- 12.11. In the event that the insurance amount under the Insurance Agreement is less than the market value of the insured object as of the date of conclusion of the Insurance Agreement, the Insurer shall make the insurance payment in proportion to the ratio of the insurance amount determined by the Insurance Agreement to the market value of the insured object.
- 12.12. The Insurer shall have the right to make an insurance payment, replace or repair the aircraft, or its part or unit, at its own discretion. In the event that the Insurer, at its own discretion, instead of paying money, compensates for the damage in kind by replacing the aircraft, the aircraft offered for replacement must be of the same type and model and be in approximately the same condition as the insured aircraft immediately before the occurrence of the insured event, unless otherwise provided for by a separate agreement with the Insured. At the same time, after the insurance payment is made, the Insurer becomes the owner of the decommissioned aircraft or any of its units (parts) together with all registration documents and documents for the right of ownership.
- 12.13. Unless otherwise provided by the Insurance Agreement / Appendix to these Rules, the insurance payment shall be made:
 - 1) in case of total loss (disappearance) of the insured aircraft – in the amount of 100% of the insured amount or provides the Insured with another replacement aircraft, taking into account the requirements of clause 6.10. of this Article;
 - 2) in case of constructive loss of the insured aircraft, the Insurer, at its own discretion, either makes an insurance payment in the amount of the insurance amount and receives

- the right to proceeds from the sale of the remains of the damaged aircraft, or pays the difference between the insurance amount and the value of the aircraft remains;
- 3) in case of damage to the aircraft, losses amounting to no more than 75% of the insured amount are subject to compensation, unless another amount is provided for by the Insurance Agreement, in this case:
- no dismantling, transport or repair work shall be commenced without the approval of the Insurer, except where it is necessary in the interests of safety, to prevent further damage to the aircraft or is compelled by the execution of orders issued by the relevant authorities;
 - the amount of insurance payment in case of damage to the aircraft is determined based on the cost of restoration repairs at the time of conclusion of the Insurance Agreement and in accordance with the percentage breakdown of the insured amount by elements of the aircraft established by the Insurance Agreement.
 - The Insurer guarantees payment for repairs and transportation, works and materials performed and used in the most economical way, unless otherwise previously agreed with the Insurer;
 - if the repair of the aircraft under the insured event coincides with any scheduled repairs not related to the insured event, then the Insurer shall reimburse the expenses in excess of the cost of scheduled repairs.
- 12.14. Unless otherwise provided by the Insurance Agreement / Appendix to these Rules, in case of full insurance payment by the Insurer or replacement of the aircraft:
- 1) The insurer receives the right to become the owner of this aircraft (or its parts and assemblies) with the transfer of all documents certifying the right of ownership (including registration);
 - 2) The insurance contract in respect of the aircraft, for which the full amount of the insurance payment was made, is terminated.
- 12.15. The Insurance Agreement may cover:
- 1) in the amount of no more than 5% of the insured amount:
 - expenses for ensuring the safety and security of the damaged vessel;
 - expenses for work to mitigate damage (including legal costs) for an insured event;
 - expenses for the delivery of workers, materials, spare parts and assemblies to the location of the damaged aircraft;
 - aircraft dismantling costs if take-off is not possible;
 - reasonable costs of returning the aircraft to the base (closest to the accident site) aerodrome or to the repair facility;
 - 2) in the amount of no more than 10% of the insured amount - reasonable expenses for the rescue of the aircraft.
- 12.16. In case of double property insurance (insurance of the same insured object with several Insurers under separate Contracts with each), each Insurer shall be liable to the Insured within the limits of the Agreement concluded with him, but the total amount of insurance payments received by the Insurant from all Insurers may not exceed the actual damage.
- 12.17. Regardless of the number of Beneficiaries in whose favor the Aircraft Insurance Agreement is concluded, the total amount of insurance payments shall be limited to the insurance amount established by the Insurance Agreement.
- 12.18. Insurance payment shall be made in convenient options for the Insurant (Beneficiary) within 60 (sixty) business days from the date of the Insurant's decision to make the insurance payment or the court decision to establish the Insurer's obligation to make the insurance payment.

- 12.19. In cases where the damage caused is compensated by third parties. The Insurer pays only the difference between the amount to be reimbursed under the Insurance Agreement and the amount compensated by third parties. The Insured shall immediately inform the Insurer about the receipt of such compensations.
- 12.20. If, after making the insurance payment, circumstances are discovered that, according to the legislation of the Republic of Kazakhstan, or under these Rules, or the Insurance Agreement, will deprive the Insured of the right to receive the insurance payment, he shall be obliged to return to the Insurer the amount of insurance payment received under the Insurance Agreement.
- 12.21. If, after making the insurance payment for the risk of loss/disappearance, the insured object is found, the Insured/Beneficiary shall:
- 1) immediately notify the Insurer thereof;
 - 2) if there is damage to the aircraft, perform all actions and submit the documents provided for by the Insurance Agreement in relation to the insured event; after the Insurer submits to the Insurant/Beneficiary the decision on the insured event and the claim for the refund of the overpaid insurance indemnity, immediately return the relevant part of the insurance indemnity to the Insurer;
 - 3) if there is no damage to the aircraft, immediately return the insurance indemnity to the Insurer.
- 12.22. The procedure and conditions for making the insurance payment may be changed/supplemented by the Insurance Agreement/Appendices to these Rules.
- 12.23. 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.
- 12.24. 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.

13. CONSIDERATION BY THE INSURER OF THE ISSUE 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. 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 Insurer, fully or partially exempt 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 has 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 payment, the Insurant shall be obliged to hand over to the Insurer all the documents and evidence at his disposal 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 Insurant's waiver of claims to the specified person or of the rights ensuring the implementation of claims against him/her, 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.
- 15.3. The Insurant shall have the right, in accordance with the procedure established by the civil legislation, to assign to the Insurer the right of claim against the person responsible for the damage caused in excess of the amount of insurance payment.

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 AND CONDITIONS FOR TERMINATION OF THE INSURANCE CONTRACT

- 17.1. In addition to the general grounds for termination of obligations, as well as the grounds for early termination of the Insurance Agreement provided for by the legislation of the Republic of Kazakhstan, unless otherwise stipulated by the Insurance Agreement/Appendix to these Rules, 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) 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) 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 in the Insurance Agreement/Appendix to these Rules.
- 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 the application for early termination of the Insurance Agreement, unless otherwise provided by the Insurance Agreement / Appendix to these Rules/ the legislation of the Republic of Kazakhstan/. The Insurance Agreement/Appendix to these Rules may establish a different procedure, terms and conditions for termination of the Insurance Agreement.
- 17.5. In case of refusal of the insurant-individual from the insurance contract, within fourteen calendar days from the date of its conclusion, the Insurer is obliged to return to the insurant-individual the insurance premium (insurance premiums) received 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 contract, not exceeding ten percent of the insurance (received) premiums (insurance contributions).
- 17.6. In case of refusal of the insurant – individual from the insurance contract related to the loan agreement within the period provided for in part two of this paragraph, the lender shall have the right to revise the terms and conditions under the loan agreement in terms of the interest rate under this agreement and (or) the commission related to it. The amount of the interest rate (commission amount) under the loan agreement based on the results of the review may

not exceed the interest rate (commission) in effect on the date of conclusion of such loan agreement without the condition of concluding an insurance contract.

- 17.7. In case of refusal of an individual insurant from the insurance contract related to the loan agreement due to the fulfillment by him (the borrower) of obligations to the lender under the loan agreement, the insurer is obliged to return to the individual insurant within five working days from the date of receipt of the application for termination of the insurance contract from the individual insurant the received insurance premium (insurance premiums) minus part of the insurance premium (insurance premiums) proportionally the time during which the insurance was in effect and the costs associated with the termination of the insurance contract, not exceeding ten percent of the insurance premium (insurance premiums) received.
- 17.8. 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.
- 17.9. Unless otherwise provided by the legislation of the Republic of Kazakhstan and (or) the Insurance Agreement/Appendix to these Rules, the Insurance Agreement shall be deemed terminated from the date of signing by the parties of the agreement on termination of the Agreement (addendum), while the Insured shall submit to the Insurer a written application for early termination of the Agreement with the following documents attached:
- 1) the original of the Insurance Agreement (if the Insurance Agreement is concluded on paper);
 - 2) information and a copy of the document allowing to conduct a proper check of the client in accordance with the current legislation of the Republic of Kazakhstan and internal documents of the Insurer;
 - 3) bank details for crediting the amount of the bonus to be refunded.

18. LIABILITY OF THE PARTIES

- 18.1. In case of untimely implementation of insurance payment, the Insurer shall be 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. A 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, i.e. extraordinary and unavoidable circumstances under the given conditions.
- 18.3. Force majeure circumstances include, but are not limited to: floods, fires, earthquakes and other natural disasters, wars or military actions of any nature, blockades, prohibitions of state authorities. A specific list of force majeure circumstances may be provided for in the Insurance Agreement/ Appendix to these Rules.
- 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/ Appendix to these Rules.
- 18.5. The effect of force majeure circumstances shall 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 shall 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) working 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 settlement. 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. In case of failure to reach an agreement and the impossibility of resolving the dispute in a pre-trial manner, the Parties shall 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 shall be 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 will be guided by the text of these Rules drawn up in Russian.

20. ADDITIONAL CONDITIONS

20.1. The Insurance Agreement/ Appendices to these Rules 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.

**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 arising out of:
 - a. the radioactive, poisonous, explosive or other hazardous properties of any explosive nuclear device or nuclear component thereof;
 - b. ionizing radiation or radioactive contamination emanating from any other source of radioactivity, including also its poisonous, explosive and other hazardous properties.

**EXCLUSION CLAUSE
FROM THE NUCLEAR RISK INSURANCE CONTRACT
AVN 38 B**

1. In accordance with this Regulation, the loss of or damage to any property¹ and/or civil liability of the Insured for causing any damage as a result of accidents caused by:
 - a. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear device or its nuclear components;
 - b. radioactive properties, or a combination of radioactive properties with toxic, explosive or other hazardous properties, any other radioactive material during its carriage as cargo, including its storage and loading and unloading;
 - c. ionizing radiation or radioactive contamination from any other source of radioactivity, or toxic, explosive or other hazardous properties of any other radioactive source.
2. In accordance with this Regulation, radioactive materials or radioactive sources specified in paragraph 1 of this Regulation do not include:
 - a. depleted uranium or natural uranium in any form;
 - b. radioisotopes that have reached the final stage of processing and are suitable for use in scientific, medical, agricultural, commercial, educational or industrial purposes.
3. Under the Insurance Agreement, the loss of or damage to any property and/or civil liability of the Insured for causing any damage are not insured events if:
 - a. The Insured is also an insured person or co-insured under other Insurance Contracts, including Liability Insurance Contracts for Damage Caused by the Use of Atomic Energy;
 - b. any individual or organization (except for the Insured) is obliged to provide financial protection in accordance with the legislation of those countries in which the insured aircraft are operated;
 - c. The policyholder is entitled to compensation for losses by any government or its organization, as if the insurance were not valid.
4. Destruction, damage or loss of any property and/or civil liability of the Insured for causing any harm as a result of an incident caused by exposure to radioactive materials or radioactive sources specified in paragraph 2 of this Regulation may be considered as insured events, provided that:
 - a. the transport of any radioactive material as cargo, including storage or handling, will be carried out in accordance with the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air or in accordance with more stringent legal requirements;
 - b. the above incident took place during the insurance period and the Insurance Payment Application will be received by the Insurer within the period established by the current legislation of the Republic of Kazakhstan;

¹ "Any property" in this and subsequent Appendices means the aircraft, engines, units, etc., specified in the insurance contract.

- c. in the event of loss, damage to the aircraft or loss of use due to radioactive contamination, the level of radioactive contamination will exceed the maximum permissible level specified in the Table:

Radiator (IAEA Safety Standards)	Maximum permissible level of radioactive contamination of the surface (averaged over an area of more than 300 cm ²)
Beta, gamma and low toxicity alpha emitters	not more than 4 Bq/cm ² (0.1 nCi/cm ²)
All other emitters	not more than 0.4 Bq/cm ² (0.01 nCi/cm ²)

- d. the insurance made in accordance with clause 4 of these Regulations may be terminated upon expiry of 7 days from the date of the Insurer's written notification thereof.

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

Insurance payments are not made for losses caused by:

1. 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.
2. Any explosion of any military weapon using atomic or nuclear and/or thermonuclear or other similar reactions or radioactive forces or materials.
3. Strikes, riots, civil disobedience or industrial disorders.
4. An act is committed by any act of one or more persons (whether acting on their own behalf or representing a State) for political or terrorist reasons, and the damage and loss caused by that action is accidental or intentional.
5. Any acts of threats, sabotage or sabotage.
6. Confiscation, nationalization, seizure, imprisonment, appropriation, requisition for the ownership or use of, or by order of, any government (civil, military, or de facto governing), or public or local authority.
7. 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.
8. In addition, losses arising at a time when the aircraft is beyond the control of the Insured due to one of the above dangers are not indemnified. The aircraft will be considered to have returned to the Insured's control as soon as it safely returns to the Insured at an aerodrome not excluded from the geographical restrictions of the Insurance Agreement, and fully serviceable for flights (a safe return is considered if the aircraft is parked with the engines turned off and without any coercion).

PROVISION ON EXCLUSION FROM THE INSURANCE CONTRACT
RISKS ASSOCIATED WITH DATE RECOGNITION
AVN 2000A

In accordance with this provision, claims, deaths, damages, damages, expenses or liability (whether arising under the Agreement, whether arising under the Agreement, whether arising under the Agreement, due to tort, negligence, liability for manufactured products, misrepresentation, fraud or otherwise) of any nature arising out of or due to (directly or indirectly, in part or in full) of the following:

1. errors or inability of computer devices, software, microcircuits or information technology equipment or systems (regardless of whether they are owned by the Insured or third parties) to accurately or completely process, exchange or transmit data on the year, date or time of day or information in connection with a change in the year, date or time of day

whether it occurred during, before, or after such year change,
Date or time of day

2. changes or modifications (or attempts to change or modify) computer devices, software, microcircuits or information technology equipment or systems (regardless of who owns them - the Insured or third parties) made in anticipation of or as a reaction to a change in the year, date or time of day, or a recommendation given in connection with such changes or modifications or the performance of services in connection with them;
3. non-use or inability to use any property or equipment of any kind as a result of any acts, omissions or decisions of the Insured or third parties relating to any such changes in the year, date or time of day, and no provision of the Insurance Contract relating to any obligation of the Insurer to investigate or dispute losses shall apply to claims excluded by this provision.

**REGULATIONS ON INSURANCE OF ADDITIONAL AIRCRAFT AND EXCLUSION OF AIRCRAFT FROM
THE AIR TRANSPORT INSURANCE CONTRACT
AVN 17A**

1. In accordance with these Regulations, subject to the payment of an additional insurance premium calculated in proportion to the required insurance period, additional aircraft of the same type (owned or operated by the Insured) as the aircraft previously insured in accordance with the current Insurance Agreement may be insured under the terms of the current Insurance Agreement during the term of its validity.
2. In order to insure an additional aircraft of a different type or value, the Insurer's prior consent and determination of the insurance rate (amount of the insurance premium) by the Insurer is required prior to the commencement of insurance of this aircraft.
3. In the event that the aircraft is sold or withdrawn from service, the Insured has the right to exclude it from the current Insurance Agreement and to refund the insurance premium in proportion to the unexpired insurance period, if he has not declared the insurance payment and if the Insurance Agreement is not terminated automatically due to the exclusion of the specified aircraft from the Insurance Agreement.
4. The insurance premium in respect of each additional aircraft insured under the terms of the current Insurance Agreement is calculated in proportion to the actual insurance period, but not less than for a 15-day period.
5. In the event of an insured event related to the total loss of the additionally insured aircraft, the Insured is obliged to pay the annual insurance premium in full.
6. In accordance with clauses 1 and 3 of these Regulations, the Insured shall send an application for insurance of any additional aircraft or a notice of exclusion of any particular aircraft from the current Insurance Agreement in writing at least one day before adding to the current Insurance Agreement or excluding from it.