

**APPROVED**  
**Board of Directors**  
**Insurance Company Basel JSC**  
**Minutes dated January 09, 2023**

**RULES**  
**COMPULSORY INSURANCE**  
**CIVIL LIABILITY**  
**VEHICLE OWNERS**  
**BASEL INSURANCE COMPANY JSC**

**Almaty 2023**

## CONTENTS

1. General Provisions
2. Object of insurance
3. Persons whose civil liability is subject to compulsory insurance
4. Insurance risk. Insured event
5. Limitation of insurance. Exclusions from insured events
6. Procedure for concluding an insurance contract
7. Standard Contract
8. Complex contract
9. Insurance premium and the procedure for its payment
10. Rights and obligations of the parties
11. Determination of the amount of damage caused and insurance payment
12. Actions of persons in the event of a traffic accident in the absence of victims who have suffered harm to life or health
13. List of documents confirming the occurrence of the insured event and the amount of losses. Information interaction.
14. Determination of the amount of insurance payment
15. General conditions and procedure for making an insurance payment
16. Direct settlement
17. The right of recourse against the person who caused the damage
18. Grounds for exemption of the Insurer from insurance payment
19. Term and territory of the insurance contract
20. Early termination of the insurance contract
21. Dispute Resolution Procedure

## 1. GENERAL PROVISIONS

- 1.1.** These Rules of Compulsory Insurance of Civil Liability of Vehicle Owners (hereinafter referred to as the Rules) have been developed in accordance with the Civil Code of the Republic of Kazakhstan, the Law of the Republic of Kazakhstan "On Compulsory Insurance of Civil Liability of Vehicle Owners" No 446-II dated July 1, 2003 (hereinafter referred to as the Law).
- 1.2.** In accordance with the Rules, Joint-Stock Company Insurance Company "Basel" enters into contracts of compulsory insurance of civil liability with the owners (hereinafter referred to as the Owners of Vehicles) of cars, trucks, buses, minibuses and vehicles built on their basis, motor vehicles and trailers (semi-trailers) to them, registered (subject to state registration) in the traffic police units of the internal affairs bodies or temporarily entered (imported) into the territory of the Republic of Kazakhstan, as well as trams and trolleybuses.
- 1.3.** Basic concepts used in the Rules:
- 1) **appraiser** – an individual who carries out professional activities on the basis of a certificate of qualification "appraiser" issued by the Chamber of Appraisers, and is a member of one of the chambers of valuers;
  - 2) **"Bonus-Malus" system** is a system of discounts and surcharges used in calculating the amount of insurance premium payable under the contract of compulsory insurance of civil liability of vehicle owners, by applying increasing or decreasing coefficients to the insurant (insured) depending on the presence or absence of insured events through the fault of the insured (insured) with the assignment of the appropriate class;
  - 3) **victim** - a person whose life, health and (or) property was damaged as a result of the operation of a vehicle;
  - 4) **passenger** - an individual who has entered into a contract of carriage with the carrier orally or in writing;
  - 5) **complex contract** – a contract of compulsory insurance of civil liability of vehicle owners, concluded by an individual who is the owner of two or more units of vehicles specified in the insurance policy, and is valid in relation to only one insured individual;
  - 6) **civil liability of the owner of the vehicle** - Installed civil legislation of the Republic of Kazakhstan obligation of individuals and legal entities to compensate for damage caused to life, health and (or) property of third parties as a result of the operation of a vehicle as a A source of increased danger;
  - 7) **operation of a vehicle** - the use of a vehicle for movement on roads, as well as on the territories adjacent to them equipped or adapted and used for the movement of vehicles;
  - 8) **Owner of a vehicle** - an individual or legal entity who owns a vehicle on the basis of the right of ownership, the right of economic management or the right

of operational management or on any other legal basis (property lease agreement, by virtue of an order of the competent authority on the transfer of the vehicle, etc.);

- 9) **transport accident** – an accident (including a traffic accident) that occurred in the course of operation of the vehicle and with its participation, as well as the movement of parts separated from the vehicle and the cargo on it, as a result of which damage was caused to third parties;
- 10) **Beneficiary** – a person who, in accordance with the Law, is a recipient of an insurance payment;
- 11) **insured event** – an event, upon occurrence of which the contract of compulsory insurance of civil liability of vehicle owners provides for the implementation of insurance payment;
- 12) **Insurance Ombudsman** – an independent individual who settles disagreements between participants of the insurance market in accordance with the Law of the Republic of Kazakhstan "On Insurance Activities";
- 13) **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;
- 14) **insurance premium** – the amount of money that the insurant is obliged to pay to the insurer for the latter's assumption of obligations to make an insurance payment to the insurant (beneficiary) in the amount determined by the contract of compulsory insurance of civil liability of vehicle owners;
- 15) **insurance indemnity** – the amount of money paid by the insurer to the beneficiary within the insured amount in the event of an insured event;
- 16) **insurer** - Basel Insurance Company JSC, which received a license for the right to carry out insurance activities in the territory of the Republic of Kazakhstan in accordance with the procedure established by Legislation of the Republic of Kazakhstan, obliged to make an insurance payment to the insurant or other person in whose favor the contract of compulsory insurance of civil liability of vehicle owners (beneficiary) is concluded, within the amount (insurance amount) determined by the contract of compulsory insurance of civil liability of vehicle owners;
- 17) **insured** – a person in respect of whom insurance is carried out;
- 18) **Insurant** – a person who has entered into a contract of compulsory insurance of civil liability of vehicle owners with an insurer. Unless otherwise provided by the contract of compulsory insurance of civil liability of vehicle owners, the insurant is at the same time insured;
- 19) **standard contract** - a contract of compulsory insurance of civil liability of vehicle owners, concluded by an individual or legal entity that is the owner of the vehicle specified in the insurance policy, and is valid in relation to one or more insured persons;

- 20) **direct settlement** – a mechanism for making an insurance payment, in which compensation for harm caused to life, health and (or) property of the victim in a transport accident is carried out by the insurer with which the victim has concluded a contract of compulsory insurance of civil liability of vehicle owners;
- 21) **authorized body for road safety** - the central executive body and its territorial subdivisions in regions, cities of republican significance and the capital, carrying out management within their competence and intersectoral coordination in the field of road safety;
- 22) **Authorized body** is a state body that carries out state regulation, control and supervision of the financial market and financial organizations.

## **2. OBJECT OF INSURANCE**

- 2.1. The object of compulsory insurance of civil liability of vehicle owners (hereinafter referred to as compulsory insurance of liability of vehicle owners) is the property interest of the insured person associated with his obligation established by civil legislation of the Republic of Kazakhstan, to compensate for damage caused to life, health and (or) property of third parties as a result of the operation of a vehicle as a source of increased danger.

## **3. PERSONS WHOSE CIVIL LIABILITY IS SUBJECT TO COMPULSORY INSURANCE**

- 3.1. Compulsory insurance is subject to civil liability of the owners of:
  - 1) cars, trucks, buses, minibuses and vehicles built on their basis, motor vehicles and trailers (semi-trailers) to them, registered (subject to state registration) in the traffic police units of the internal affairs bodies, as well as trams and trolleybuses;
  - 2) temporarily entered (imported) into the territory of the Republic of Kazakhstan;
  - 3) vehicles specified in subparagraphs 1) and 2) of this paragraph, delivered on their own from manufacturers, repair and trade organizations, customs control bodies to the place of registration, as well as removed from the register by the traffic police unit of the internal affairs bodies in connection with a change in the place of residence of the owner or a change in ownership.
- 3.2. The civil liability of the vehicle owner is subject to insurance for each unit of the vehicle operated by him. The conclusion of a voluntary insurance contract of civil liability of vehicle owners does not release the vehicle owner from the obligation to conclude a contract of compulsory insurance of civil liability of vehicle owners.
- 3.3. A contract of compulsory insurance of civil liability of vehicle owners shall not be concluded by owners whose vehicles are not subject to state registration and accounting (with the exception of trams and trolleybuses) in the

subdivisions of the authorized body for ensuring road traffic safety in accordance with the legislation of the Republic of Kazakhstan, except for cases when the vehicle is considered to be in the international traffic on the territory of the Republic of Kazakhstan.

#### **4. INSURANCE RISK. INSURED EVENT**

- 4.1.** Insurance risk is the risk of liability of the Insured to compensate for harm caused to life, health and (or) property of persons recognized as victims, as a result of the operation by the Insured of the vehicle specified in the contract of compulsory insurance of civil liability of vehicle owners (hereinafter referred to as the insurance agreement).
- 4.2.** An insured event is recognized as the fact of occurrence of civil liability of the insured to compensate for harm caused to the life, health and (or) property of persons recognized as victims, as a result of the operation by the insured of the vehicle specified in the insurance contract.

#### **5. INSURANCE RESTRICTION. EXCLUSIONS FROM INSURANCE EVENTS**

- 5.1.** An insurance contract shall not be concluded in case of entry into the territory of the Republic of Kazakhstan of a vehicle registered in another state, the owner of which has entered into a liability insurance contract for vehicle owners, recognized by the Republic of Kazakhstan in accordance with the terms of an international agreement concluded between this state and the Republic of Kazakhstan.
- 5.2.** An insurance contract shall not be concluded by owners whose vehicles are not subject to state registration and accounting (except for trams and trolleybuses) in the subdivisions of the authorized body for road safety in accordance with the legislation of the Republic of Kazakhstan, except for cases when the vehicle is considered to be in international traffic on the territory of the Republic of Kazakhstan.
- 5.3.** The civil liability of a person driving a vehicle by virtue of the performance of his official or labor duties, including on the basis of an employment or other contract with the owner of the vehicle, or in the presence of the owner of the vehicle on the basis of his will without a written form of the transaction, is not subject to compulsory insurance.
- 5.4.** The insurance contract is valid in relation to all persons recognized as victims in accordance with the Law, including those in the vehicle of the insured (insured) who is guilty of causing damage, with the exception of:
  - 1) a person driving this vehicle by virtue of the performance of official or labor duties with the insured (insured), including on the basis of an employment or

- other contract with the owner of the vehicle, or in the presence of the insured (insured) on the basis of his will without formalizing a written transaction;
- 2) passengers, if the insured (insured) is the carrier to which the claim applies Legislation of the Republic of Kazakhstan, which regulates compulsory insurance of the carrier's civil liability to passengers;
  - 3) employees of the insurant (insured), if the legislative acts of the Republic of Kazakhstan impose on the insurant (insured) as an employer the obligation to insure his liability for harm to the health and life of the employee in the performance of the latter's labor (official) duties.
- 5.5.** Conclusion of an insurance contract in the places of their mandatory technical inspection and registration units of the authorized body for road safety shall be carried out only with an organization that provides financial services in these places, providing agency services of insurance companies.

## **6. PROCEDURE FOR CONCLUDING AN INSURANCE CONTRACT**

- 6.1.** Compulsory liability insurance of vehicle owners shall be carried out on the basis of an agreement concluded between the Insured and the Insurer in accordance with the Law and these Rules.
- 6.2.** The insurance contract is concluded by issuing an insurance policy by the insurer in electronic form.
- 6.3.** The basis for concluding an insurance contract is the application of the insured, containing the data necessary for calculating the insurance premium and identifying the insured, the insured, including containing a note on the insured's familiarization with the terms of insurance.
- 6.4.** At the request of the insured, the insurance contract may be concluded by contacting the insurer or exchanging electronic information resources between the insured and the insurer.
- 6.5.** It is not allowed to conclude a contract of compulsory liability insurance of owners of vehicles that are not in international traffic in the territory of the Republic of Kazakhstan, with the exception of vehicles registered (subject to state registration) in the territorial subdivisions of the authorized body for road safety.
- 6.6.** When concluding an insurance contract in electronic form, the insurer's Internet resource shall be used for the exchange of electronic information resources between the insured (insured, beneficiary) and the insurer.
- 6.7.** When concluding an insurance contract using the insurer's Internet resource, this insurance contract is considered to be concluded by the insured on the terms proposed by the insurer from the date of payment by the insured of the insurance premium (the first insurance installment in case of payment of the insurance premium in installments), unless otherwise provided by the insurance contract.



- 6.8.** When concluding an insurance contract using the insurer's Internet resource, the insured pays the insurance premium (the first insurance installment in case of payment of the insurance premium in installments) after familiarizing himself with the insurance conditions provided for by the Law, thereby confirming his consent to conclude this contract of adhesion on the terms proposed to him.
- 6.9.** The insurer provides the opportunity to conclude contracts of compulsory liability insurance of vehicle owners using the insurer's Internet resource around the clock.
- 6.10.** Insurance contracts are divided into the following types:
- 1) standard;
  - 2) complex.
- 6.11.** If the insurer has entered into an insurance contract on terms that worsen the position of the insurant (insured) or the victim in comparison with the one provided for by the Law, then in the event of an insured accident, the insurer shall bear obligations to the insurant (insured) and the victim on the terms established by the Law.
- 6.12.** Payment of the insurance premium under the insurance contract is made by an individual in a lump sum.
- 6.13.** Amendments and additions to the insurance policy are not allowed.

## **7. STANDARD CONTRACT**

- 7.1.** Under a standard contract, the civil liability of one or more vehicle owners can be insured.
- 7.2.** A standard contract is concluded by issuing a separate insurance policy to the insured (insured) for each unit of the vehicle in operation.
- 7.3.** The insurance policy must contain information about the insured (insured, insured) and the vehicle in operation.
- 7.4.** Under a standard contract, the insured's (insured's) civil liability is considered to be insured, which arose as a result of damage caused to third parties by the insured (insured) himself or in the event of:
- 1) driving a vehicle by a person who has the right to drive it in the presence of the insured (insured);
  - 2) driving a vehicle by a person on the basis of an employment or other contract with the insured (insured), executed in writing;
  - 3) driving a vehicle by a person who has illegally taken possession of the vehicle, if the responsibility for the damage caused is imposed on the insured (insured).

## **8. COMPREHENSIVE CONTRACT**



- 8.1.** Under a comprehensive contract, the civil liability of an individual who is the owner of two or more vehicle units can be insured.
- 8.2.** A comprehensive contract is concluded for all vehicles in operation.
- 8.3.** The insurance policy must contain information about the insured (insured) - an individual and the vehicles operated by him.
- 8.4.** Under a complex contract, the civil liability of the insured (insured) arising as a result of damage caused to third parties by the insured (insured) himself or in the event of:
  - 1) driving a vehicle by a person who has the right to drive it in the presence of the insured (insured);
  - 2) driving a vehicle by a person who has illegally taken possession of the vehicle, if the responsibility for the damage caused is imposed on the insured (insured).

## **9. INSURANCE PREMIUM AND THE PROCEDURE FOR ITS PAYMENT**

- 9.1.** To calculate the annual insurance premium payable at the conclusion of the insurance contract, the basic insurance premium is used, to which, depending on the place of registration of the vehicle, the type of vehicle, the age and driving experience of the insured (insured), the period of operation of the vehicle and the presence or absence of insured events due to the fault of the persons whose civil liability is insured (the "bonus-malus" system), the coefficients are applied, established by paragraphs 9.3-9.11 of the Rules. Reduction or increase in the amount of the insurance premium, except for the cases provided for in clause 9.17. Rules are not allowed.
- 9.2.** The basic insurance premium is set at 1.9 monthly calculation index.
- 9.3.** Coefficients for the territory of registration of the vehicle are set in the following amount:

<b>№</b>	<b>Name of the region, city of republican significance, the capital</b>	<b>The size of the coefficient for the territory of registration of the vehicle (for the capital, cities of republican and regional significance)</b>
1.	Almaty region	1,78
2.	Turkestan region	1,01
3.	East Kazakhstan region	1,96
4.	Kostanay region	1,95
5.	Karaganda region	1,39
6.	North Kazakhstan region	1,33
7.	Akmola region	1,32
8.	Pavlodar region	1,63
9.	Zhambyl region	1,00

10.	Aktobe region	1,35
11.	West Kazakhstan region	1,17
12.	Kyzylorda region	1,09
13.	Atyrau region	2,69
14.	Mangystau region	1,15
15.	Almaty	2,96
16.	Nur-Sultan	2,2
17.	Shymkent	1,01

- 9.4.** For other cities and settlements in the regions specified in paragraph 9.3. of the Rules, an adjustment factor of 0.8 is additionally used to calculate the annual insurance premium.
- 9.5.** In case of temporary entry of a vehicle into the territory of the Republic of Kazakhstan, the coefficient for the territory of registration in the amount of 4.4 is applied.
- 9.6.** For the cases provided for in sub-paragraph 3) of paragraph 3.1 of the Rules, the coefficients for the territory of registration of the vehicle do not apply.
- 9.7.** Coefficients for the type of vehicle are set in the following amount:

<b>No p/n</b>	<b>Vehicle type</b>	<b>Classification in accordance with the regulatory legal act of the Ministry of Internal Affairs of the Republic of Kazakhstan</b>	<b>Size of the coefficient By Vehicle Type</b>
1.	Cars	"B" - cars with a gross weight not exceeding 3500 kg and the number of seats in addition to the driver's seat does not exceed 8	2,09
2.	Buses up to 16 seats inclusive	"D" - cars intended for the transportation of passengers and having more than 8 seats, in addition to the driver's seat	3,26
3.	Buses over 16 passenger seats	"D" - cars intended for the transportation of passengers and having more than 8 seats, in addition to the driver's seat	3,45
4.	Cargo	"C" - trucks with a gross vehicle weight exceeding 3500 kg	3,98
5.	Trolleybuses, trams	Trolleybuses, trams	2,33
6.	Motorcycles	"A" - motorcycles, scooters and other motor vehicles	1,00

7.	Trailers (semi-trailers)	"F" - combinations of vehicles with tractors belonging to categories of vehicles "B", "C" or "D"	1,00
----	--------------------------	--	------

**9.8.** Coefficients depending on age and driving experience are established for individuals in the following amount:

No p/n	Age and driving experience	The size of the coefficient depending on age and driving experience
1.	Less than 25 years/less than 2 years of driving experience	1,10
2.	Less than 25 years/more than 2 years of driving experience	1,05
3.	25 years or older/less than 2 years of driving experience	1,05
4.	25 years or older/more than 2 years of driving experience	1,00

**9.9.** For legal entities, the coefficient provided for in clause 9.8. of the Rules, is set at the rate of 1.2.

**9.10.** Coefficients depending on the service life of the vehicle are set in the following amount:

N o p/n	Vehicle service life	The size of the coefficient depending on the service life of the vehicle
1.	Up to and including 7 years old	1,00
2.	Over 7 years	1,10

**9.11.** The procedure for calculating and applying the coefficient under the "bonus-malus" system is determined by a regulatory legal act of the authorized body.

**9.12.** When concluding an insurance contract for a period of less than 12 (twelve) months, the amount of insurance premiums per vehicle unit is calculated according to the following formula:

$SP = GSP * n/N$ , where:

SP is the amount of the insurance premium under the insurance contract concluded for a period of less than twelve months (in tenge);

GSP is the amount of the annual insurance premium (in tenge);

n is the term of conclusion of the insurance contract (in days);

N - 365 days (366 days in a leap year).

**9.13.** In case of temporary entry into the territory of the Republic of Kazakhstan, the amount of the insurance premium per vehicle unit is calculated according to the following formula:

$SP = GSP * K$ , where:

SP is the amount of insurance premium under an insurance contract concluded for a period of less than twelve months (in tenge), in case of temporary entry into the territory of the Republic of Kazakhstan;

K is the adjustment factor depending on the period of stay in the territory of the Republic of Kazakhstan, specified in paragraph 9.14. Rules.

- 9.14.** When concluding an insurance contract for the period of temporary entry into the territory of the Republic of Kazakhstan, the following coefficients are established:

No p/n	Term of insurance in the implementation of compulsory insurance of civil liability of owners of vehicles registered in foreign states and temporarily used in the territory of the Republic of Kazakhstan	Coefficient
1	up to 15 days (inclusive)	0,2
2	from 16 days to 1 month	0,3
3	2 months	0,4
4	3 months	0,5
5	4 months	0,6
6	5 months	0,65
7	6 months	0,7
8	7 months	0,8
9	8 months	0,9
10	9 months	0,95
11	10 months or more	1

- 9.15.** Under a comprehensive insurance contract, the premium is paid for one unit of the vehicle, and the amount of the insurance premium is determined equal to the highest amount of the insurance premiums established for the vehicles specified in the insurance policy.

- 9.16.** Under a standard insurance contract, the premium is calculated for each insured and is payable by the insured in an amount equal to the largest of the insurance premiums calculated for each insured.

- 9.17.** Owners of vehicles - participants in the Great Patriotic War and persons equated in benefits to participants in the Great Patriotic War, veterans of military operations on the territory of other states, persons with disabilities of the first and second groups, pensioners, when concluding a standard contract, pay insurance premiums in the amount of fifty percent of the insurance premium payable, calculated in accordance with section 9 of the Rules.

- 9.18.** If the vehicle is also operated by other owners who do not belong to the category of persons specified in paragraph 9.17. of the Rules, then compulsory

liability insurance of vehicle owners is carried out without providing such a benefit.

**9.19.** Unless otherwise provided for by the insurance contract, the insurance premium shall be paid by the insured in a lump sum.

**9.20.** The insurer has the right to provide for the payment of the insurance premium in installments in the insurance contract. At the same time, the insurer is liable to the insured during the entire term of the insurance contract. Failure by the insurant to pay the next insurance premium cannot be a ground for the insurer to terminate the insurance contract early.

The insurer provides the opportunity to pay the insurance premium in a non-cash way through the insurer's Internet resource.

**9.21.** In case of untimely payment of the next insurance premium, the insurant is obliged to pay a penalty to the insurer in the manner and amount established by Article 353 of the Civil Code of the Republic of Kazakhstan.

## **10. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **10.1. The insurant (insured) has the right:**

- 1) to demand from the insurer an explanation of the conditions of compulsory liability insurance of vehicle owners, its rights and obligations under the insurance contract;
- 2) request from the organization for the formation and maintenance of the database information on the availability in the database of information on the insurance contract and the insured event (transport accident) on it (this right in terms of requesting information on the insured event (transport accident) also applies to the beneficiary);
- 3) familiarize themselves with the results of the assessment of the amount of damage caused by an independent expert and calculations of the amount of insurance payment made by the insurer, including through the insurer's website;
- 4) terminate the insurance contract early (this right applies only to the insured);
- 5) apply to the insurer, taking into account the features provided for in Section 21 of the Rules, or to the insurance ombudsman or to the court to resolve issues arising from the insurance contract;
- 6) send the application and the attached documents to the Insurance Ombudsman (directly to the Insurance Ombudsman, including through its Internet resource, or through the Insurer, including its branch, representative office, other separate structural subdivision, Internet resource);
- 7) to receive an insurance payment in cases provided for by the Law.

**10.2.** The insurance agreement may also provide for other rights of the insurant (insured) that do not contradict the laws of the Republic of Kazakhstan.

### **10.3. The insurant is obliged to:**

- 1) when concluding an insurance agreement, provide the insurer with information about himself, each insured included in the insurance policy, vehicle (vehicles), dual insurance, seasonal operation of the vehicle, temporary entry into the territory of the Republic of Kazakhstan and the right to reduce the amount of the insurance premium and other information necessary for entering into the application and copies of the necessary documents confirming the information specified in the application, the procedure provided for by the Law of the Republic of Kazakhstan;
- 2) pay insurance premiums in the amount, procedure and terms established by the insurance contract;
- 3) immediately, but not later than 5 (five) working days, as he became aware of the occurrence of a transport accident and an insured event, notify the insurer with whom the insurance contract is concluded, in writing (on purpose or by exchange of electronic information resources). In cases when the insurant and the insured are not the same person, the obligation to inform the insurer about the occurrence of an insured event shall be imposed on the Insured. If the insurant (insured) was unable to perform these actions for valid reasons, he must confirm this with documents;
- 4) in case of a traffic accident, inform the victims and employees of the authorized body for road safety of the name of the insurer with which the insurance contract has been concluded;
- 5) in the event of a traffic accident, take reasonable and available measures in the circumstances to prevent or reduce possible losses, including measures to save property and provide assistance to injured persons;
- 6) to inform the relevant bodies and organizations based on their competence (subdivisions of the authorized body for road safety, bodies of the state fire service, ambulance service, emergency services) about the traffic accident and injured persons";
- 7) in case of a transport accident, immediately, but not later than two hours from the moment of receipt of a written referral from an authorized official, undergo a medical examination to establish the fact of use of a psychoactive substance and a state of intoxication in accordance with the requirements of the legislation of the Republic of Kazakhstan;
- 8) to ensure the transfer to the insurer of the right of recourse to the person responsible for the occurrence of the insured event.

**10.4.** The insurance contract may also provide for other obligations of the insurant that do not contradict the laws of the Republic of Kazakhstan.

**10.5.** The obligations of the insured specified in subparagraphs 4), 5), 6) and 7) of paragraph 10.3 are imposed on the person who directly drove the vehicle at the time of the traffic accident.

**10.6. The insurer has the right to:**

- 1) when concluding an insurance contract, except for the information provided for by the Civil Code of the Republic of Kazakhstan, require the insurant to provide information necessary for entering into the insurance contract in accordance with the Rules;
  - 2) request from the relevant state bodies and organizations, based on their competence, documents confirming the fact of occurrence of an insured event (commission of a transport accident) and the amount of damage caused to the victim;
  - 3) to establish the causes and other circumstances of the transport accident;
  - 4) to present the right of recourse to the person responsible for causing damage in the cases provided for in Section 17 of the Rules;
  - 5) refuse to make an insurance payment in full or in part on the grounds provided for in Section 18 of the Rules.
- 10.7.** The insurance contract may also provide for other rights of the insurer that do not contradict the civil legislation of the Republic of Kazakhstan.
- 10.8. The insurer is obliged to:**
- 1) familiarize the insurant (insured) with the terms of compulsory liability insurance of vehicle owners, explain his rights and obligations arising from the insurance contract;
  - 2) upon conclusion of the insurance contract, issue an insurance policy to the insurant (insured);
  - 3) to provide a benefit for the payment of insurance premiums to the persons specified in paragraph 9.17 of the Rules;
  - 4) when notifying about a transport accident committed during the period of validity of insurance protection under the insurance contract, immediately register it and submit information on this transport accident to the organization for the formation and maintenance of the database in accordance with the regulatory legal act of the authorized body;
  - 5) within a working day from the date of receipt of a written request from the victim or a person entitled to compensation for harm in connection with the death of the victim in accordance with the laws of the Republic of Kazakhstan, submit in writing information on the conclusion of the insurance contract (surname, first name, patronymic (if it is indicated in the identity document) of the insurant, state registration number of the vehicle, number and date of conclusion) by the insurant who is the culprit of the vehicle accidents, if there is a document confirming the insured event;
  - 6) within the time limits and in the manner established by the Law, upon the application for determining the amount of damage caused to the property, the insurant (insured) or the victim (beneficiary) or their representatives shall calculate the amount of damage caused to the property, and submit a report on the amount of damage to the beneficiary for review;



- 7) in case of insufficiency of documents confirming the fact of occurrence of the insured event and the amount of damage to be compensated by the insurer, within three working days from the date of their receipt, inform the applicant thereof indicating the full list of missing and (or) incorrectly executed documents;
  - 8) in the event of an insured event, make an insurance payment in the amount, procedure and terms established by the Rules;
  - 9) when applying in writing with a claim for compensation for the damage caused in the manner provided for by Article 26-1 of the Law (direct settlement), to compensate for the damage caused in the amount, procedure and terms established by the Law;
  - 10) upon receipt from the insurant (victim, beneficiary) of an application for consideration of a dispute arising from the insurance contract, consider the claims of the insured (victim, beneficiary) and provide a written response indicating the further dispute settlement procedure within 5 (five) business days;
  - 11) upon receipt of an application from an insurant (victim, beneficiary) sent to the insurance ombudsman, redirect this application, as well as the documents attached thereto to the insurance ombudsman within three working days from the date of receipt;
  - 12) upon receipt of the information provided for in paragraph 13.10 of the Rules, take measures to settle the insured event in the manner prescribed by the regulatory legal act of the authorized body.
  - 13) reimburse the insurant (insured) for the expenses incurred by him in order to prevent or reduce losses in the event of an insured event;
  - 14) ensure the secrecy of insurance.
- 10.9.** The insurance contract may also provide for other obligations of the insurer that do not contradict the laws of the Republic of Kazakhstan.
- 10.10. The victim has the right to:**
- 1) inform the insurer about the transport accident, as a result of which the insurant (insured) caused damage to him/her;
  - 2) collect the documents necessary for the insurance payment instead of the insurant (insured) and submit them to the insurer;
  - 3) use the services of any medical institution;
  - 4) get acquainted with the results of the insurer's determination of the amount of damage caused and the insurance payment;
  - 5) in writing apply to the insurer of the person guilty of causing harm to the life, health and (or) property of the victim, to confirm the information about the availability of an insurance policy (surname, first name, if available - patronymic of the insurant, state registration number of the vehicle, number and date of issue) of this person in the manner prescribed by sub-paragraph 5) of paragraph 10.8. Rules;

- 6) apply in writing to the organization for the formation and maintenance of the database on the provision of information on the presence or absence of an insurance policy (surname, first name, if available - patronymic of the insured, state registration number of the vehicle, number and date of issue) of the person guilty of causing harm to the life, health and (or) property of the victim, if there is a document confirming the insured event;
  - 7) receive insurance payment in the amount, procedure and terms established by the Law and these Rules;
  - 8) apply to the insurer, taking into account the features provided for in Article 29-1 of the Law, or to the insurance ombudsman or to the court to resolve issues arising from the insurance contract;
  - 9) send the application and the attached documents to the insurance ombudsman (directly to the insurance ombudsman, including his Internet resource, or through the insurer, its branch, representative office);
  - 10) to challenge in the manner established by the legislation of the Republic of Kazakhstan, the decision of the insurer on refusal to make insurance payment or reduction of its amount;
  - 11) to file a claim for compensation for the damage caused to the owner of the vehicle in the amount of excess of the amount of damage caused over the amount of insurance payment received.
- 10.11.** In cases provided for by the Law, the rights of the victim established by paragraph 10.10. of the Rules are transferred to other persons acting as beneficiaries.

## **11. DETERMINATION OF THE AMOUNT OF DAMAGE CAUSED AND INSURANCE PAYMENT**

- 11.1.** The amount of harm caused to the life and health of the victim is determined in accordance with the Law and these Rules on the basis of documents issued by the relevant organizations.
- 11.2.** Determination of the amount of damage caused to property shall be carried out with the use of licensed specialized software by the insurer or an appraiser engaged by it on the basis of a service agreement.
- 11.3.** Requirements for specialized software and the procedure for determining the amount of damage caused to property shall be established by a regulatory legal act of the authorized body.
- 11.4.** The insurer and the insurant (insured, beneficiary) shall agree on the date, time and place of the inspection of the damaged property within three working days from the date of submission of the application for determining the amount of damage caused. At the same time, the inspection of the damaged property shall be carried out within five working days from the date of submission of the said application.

- 11.5.** In the event that the inspection of the damaged property was not carried out through the fault of the insured (insured, beneficiary) or due to circumstances beyond the control of the parties, the insurer (insured, beneficiary) shall re-apply to the insurer with an application to determine the amount of damage caused.
- 11.6.** Determination of the amount of damage caused to property shall be carried out by the insurer within 5 (five) working days from the date of inspection and drawing up of the act of inspection of the damaged property.
- 11.7.** If the insurer fails to determine the amount of damage caused within the period established by clause 11.6 of the Rules, the insurer (insured) or the victim (beneficiary) or their representatives may use the services of an appraiser and start the restoration (disposal) of the property. The costs of the appraiser's services incurred by the insurer (insured) or the victim (beneficiary) or their representatives shall be reimbursed by the insurer regardless of the insurance company Payments.
- 11.8.** The Insurer shall make an insurance payment in the amount of damage determined in accordance with this Section of the Rules.
- 11.9.** The insurer is not entitled to withhold from the insurance payment due to the beneficiary its own expenses related to determining the amount of damage.
- 11.10.** Intentional creation of an insured event, as well as other fraudulent actions aimed at illegal receipt of insurance payment, entail liability established by the laws of the Republic of Kazakhstan.

## **12. ACTIONS OF PERSONS IN THE EVENT OF A TRANSPORT ACCIDENT IN THE ABSENCE OF VICTIMS WHO HAVE SUFFERED HARM TO LIFE OR HEALTH**

- 12.1.** In the absence of victims who have suffered harm to life or health during the commission of a transport accident, its participants shall, if possible, notify the insurer of the accident that has occurred.
- 12.2.** The insurer has the right to send its representatives to the scene of the traffic accident.
- 12.3.** Participants in a traffic accident by mutual agreement in assessing the circumstances of the incident and the amount of damage caused to property, the estimated amount of which should not exceed fifty monthly calculation indices, have the right to independently draw up a scheme of the accident and, having signed it, arrive at the nearest post or unit of the internal affairs bodies for its registration.
- 12.4.** The procedure for drawing up and standard forms of the scheme of a transport accident shall be established by a regulatory legal act of the Ministry of Internal Affairs of the Republic of Kazakhstan in coordination with the authorized body.

### **13. LIST OF DOCUMENTS CONFIRMING THE OCCURRENCE OF THE INSURED EVENT AND THE AMOUNT OF LOSSES. COMMUNICATION**

- 13.1.** The claim for insurance payment to the insurer shall be submitted by the insurant (insured) or other person who is the beneficiary, including through the insurer's Internet resource in accordance with the regulatory legal act of the authorized body indicating the place of residence, contact phone numbers of the beneficiary, bank details (if necessary), the procedure for receiving the insurance payment - in cash or by transfer to a bank account with the attachment of documents, necessary for the implementation of the insurance payment.
- 13.2.** At the request of the insurer, the applicant shall be obliged to submit to the insurer the originals of the documents necessary for making the insurance payment, with the exception of documents available in electronic form in the databases and (or) information systems of state bodies, to which the insurer has access.
- 13.3.** The following documents shall be attached to the application for insurance payment:
- 1) a document confirming the fact of occurrence of the insured event and the amount of damage caused to the victim;
  - 2) a copy of a certificate from health care organizations on the period of temporary disability of the victim in case of harm to the life or health of the victim or a certificate from specialized institutions on the establishment of the victim's disability - if it is established;
  - 3) a notarized copy of the victim's death certificate;
  - 4) a document confirming the beneficiary's right to compensation for damage (copy);
  - 5) an application for determining the amount of damage in the case provided for in paragraph 11.4. and 11.5. Rules;
  - 6) a copy of the identity card of the beneficiary (for a natural person) or the original power of attorney issued to the representative of the legal entity;
  - 7) documents confirming the expenses incurred by the insurant (insured) in order to prevent or reduce losses in the event of an insured accident - if any.
- 13.4.** The internal affairs bodies of the Republic of Kazakhstan shall issue one copy to the participants of the transport accident or their representatives, as well as to the insurer, the insurance ombudsman at their request, documents confirming the fact of occurrence of an event having signs of an insured event, as well as a case of harm to the life and health of the victim by a person who fled from the scene of a transport accident, including a copy of the protocol on violation of traffic rules with a diagram Incident.
- 13.5.** Internal affairs bodies, prosecutor's offices, courts, health care organizations, other state bodies and organizations that have information about a transport

accident and its consequences are obliged to provide this information to the insurer, the insurance ombudsman and the Insurance Payments Guarantee Fund upon their application.

- 13.6.** If it is impossible for the insurant (insured), the victim or their heirs to report the occurrence of a transport accident, the subdivisions of the authorized body for road safety shall inform the insurer about this transport accident
- 13.7.** The types of information interaction specified in clauses 13.4, 13.5 and 13.6 of the Rules shall be carried out through the exchange of electronic information resources through a single insurance database.
- 13.8.** Authorized bodies in the field of customs, protection and protection of the State Border of the Republic of Kazakhstan and other state bodies shall submit information on vehicles temporarily entered (imported) into the territory of the Republic of Kazakhstan to the organization for the formation and maintenance of the database through the information exchange system.
- 13.9.** In order to obtain information on cases of harm to the life of the victim as a result of a traffic accident, information interaction between the state body carrying out statistical activities in the field of legal statistics and special records and the organization for the formation and maintenance of the database shall be carried out through the exchange of electronic information resources.
- 13.10.** In order to determine the beneficiary and provide access to information confirming the applicant's family relationship with the deceased person, information interaction shall be carried out between the state body exercising the right to possess, use and dispose of the database containing such information in accordance with the laws of the Republic of Kazakhstan with the organization for the formation and maintenance of the database.
- 13.11.** The organization for the formation and maintenance of the database shall send the information specified in clauses 13.9 and 13.10 of the Rules to the insurer that has entered into an insurance contract with the participant of the transport accident.
- 13.12.** Request by the insurer from the insurant (insured) or the victim of additional documents not provided for by paragraph 13.3. of the Rules and (or) documents available through information systems and services are not allowed.
- 13.13.** Upon acceptance of the documents, the insurer is obliged to draw up a certificate in two copies indicating the list of documents submitted by the applicant and the date of their acceptance. In case the insurant (insured, beneficiary) sends an application for insurance payment electronically, the insurer may submit this certificate to him/her in electronic form.
- 13.14.** In case of personal application of the applicant to the insurer, one copy of the certificate shall be issued to the applicant, the second copy with the applicant's mark of its receipt shall remain with the insurer.

## **14. DETERMINATION OF THE AMOUNT OF INSURANCE PAYMENT**

- 14.1.** The maximum amount of liability of an insurer for one insured event (insurance amount) is (in monthly calculation indices established in accordance with the legislative act of the Republic of Kazakhstan, on the day of insurance payment):
- 1) for harm caused to the life or health of each victim and resulting in:
    - death – 2,000 (two thousand);
    - Establishment of disability:
    - Group I – 1,600 (one thousand six hundred),
    - Group II – 1,200 (one thousand two hundred),
    - Group III – 500 (five hundred);
    - "child with disabilities" - 1,000 (one thousand);
    - mutilation, injury or other damage to health without disability in the amount of actual expenses for outpatient and (or) inpatient treatment, but not more than 300 (three hundred).
  - 2) for damage caused to the property of one victim - in the amount of the damage caused, but not more than 600 (six hundred);
  - 3) for damage caused simultaneously to the property of two or more victims - in the amount of damage caused, but not more than 600 (six hundred) to each victim. At the same time, the total amount of insurance payments to all victims may not exceed 2,000 (two thousand). In case of excess of the amount of damage over the maximum amount of liability of the insurer, the insurance payment shall be made to each victim in proportion to the degree of damage caused to his property.
- 14.2.** In case of damage caused to a person by several vehicles, the owners of which have contracts of compulsory liability insurance of vehicle owners, the beneficiary has the right to receive an insurance payment separately for each of them. Each insurer shall make an insurance payment within the scope of liability established by the Law and in proportion to the amount of liability of the insured. At the same time, the total amount of insurance payment made by all insurers shall not exceed the amount of actual damage caused to the victim and the maximum amount of liability provided for each insurer.
- 14.3.** Expenses incurred by an insurant (insured) for the purpose of prevention or reduction of losses shall be subject to reimbursement by an insurer, if such expenses were necessary or were incurred to fulfill the instructions of an insurer, even if the relevant measures were unsuccessful. Such expenses are reimbursed in actual amounts, while the total amount of insurance payment and compensation for expenses should not exceed the maximum amount of liability established by the insurance contract. If the expenses have arisen as a result of the insurant's execution of the insurer's instructions, they shall be reimbursed in full regardless of the maximum amount of liability. These



expenses shall be reimbursed by the insurer directly to the person who incurred them.

- 14.4.** In case of insufficiency of the maximum amount of liability for full compensation of the damage caused, the insured shall reimburse the victim for the difference between the insurance amount and the actual amount of damage.
- 14.5.** In the event of the death of the victim, the insurer shall reimburse the funeral expenses to the person who carried out the burial of the victim in the amount of 100 (one hundred) monthly calculation indices.

## **15. GENERAL CONDITIONS AND PROCEDURE FOR MAKING INSURANCE PAYMENTS**

- 15.1.** The beneficiary is the victim (in case of his/her death, the person who has the right to compensation for harm in connection with the death of the victim in accordance with the laws of the Republic of Kazakhstan), as well as the insurant (insured) or other person who compensated the victim (the person entitled to compensation for damage) for the damage caused within the scope of the insurer's liability established by the Law and these Rules, and received the right to insurance payment.
- 15.2.** In the event of damage to property, the owner of the property is recognized as the victim, and in the event of his death, the persons entitled to compensation for damage.
- 15.3.** Upon the application of the victim, drawn up in writing, or a notarized power of attorney, the insurance payment can be made directly to the person who has provided (provides) services for the restoration of health and (or) property.
- 15.4.** Insurance payment for harm caused to the life and health of the victim shall be made regardless of the amounts due to him (persons entitled to compensation for damage) under other contracts of compulsory liability insurance of vehicle owners.
- 15.5.** When making an insurance payment, the insurer is not entitled to demand from the beneficiary the acceptance of conditions restricting his right of claim against the insurer.
- 15.6.** The insurer has the right to property or its balances in case of insurance payment in the amount of the market value of this property on the day of occurrence of the insured event.
- 15.7.** The insurer has the right to make an insurance payment on the basis of a protocol on violation of traffic rules with a scheme of the accident issued by the internal affairs bodies, in the absence of the fact of causing harm to the life and health of the victim.



- 15.8.** Insurance payment shall be made by the insurer within 15 (fifteen) business days from the date of receipt of the documents provided for in paragraphs 13.1. - 13.3. Rules.
- 15.9.** In case of damage to the property of several victims, the insurer shall be obliged to start insurance payment within seven working days from the date of receipt of documents of all victims, but not later than 15 (fifteen) calendar days from the date of receipt of documents from the victim, who was the first to submit documents to the insurer, regardless of the submission of documents by other insured.
- 15.10.** If, as a result of the event that led to the occurrence of an insured event, the victim's health deteriorates (disability or a higher disability group is established) or dies, then the insurer, on the basis of the application received from the victim (beneficiary) and the relevant documents, is obliged to recalculate the amount of insurance payment in the manner and amount established by the Rules. At the same time, when recalculating, the amount of insurance payment is taken into account earlier amounts paid.
- 15.11.** In case of untimely implementation of insurance payment, the insurer is obliged to pay a penalty to the beneficiary in the manner and amount established by Article 353 of the Civil Code of the Republic of Kazakhstan.
- 15.12.** In case of damage caused to a person by several vehicles, the owners of which have contracts of compulsory liability insurance of vehicle owners, the beneficiary has the right to receive an insurance payment separately for each of them. Each of the insurance companies-insurers makes an insurance payment within the scope of liability established by the Law, and in proportion to the amount of liability of the insured. made by all insurance companies-insurers, should not exceed the amount of real damage caused to the victim, and the maximum amount of liability provided for each insurance company-insurer.

## **16. DIRECT SETTLEMENT**

- 16.1.** In case of a transport accident, the victim or a person who has the right to compensation for damage in connection with the death of the victim in accordance with the laws of the Republic of Kazakhstan, in order to receive compensation for the damage caused, has the right to apply to the insurer that insured the liability of the victim under the insurance contract, provided that the person through whose fault the transport accident occurred has an insurance contract.
- 16.2.** The victim, who is not the owner of the property that has suffered damage, applies to the insurer of the person through whose fault the insured event occurred, in the manner provided for by the Rules.

- 16.3.** Compensation for the damage caused shall be made by the insurer within seven working days from the date of receipt of the documents provided for by subparagraphs 1) – 6) of paragraph 13.3. Rules.
- 16.4.** Compensation for damage caused to the life, health and (or) property of the victim, carried out by the insurer within the framework of direct settlement, is not for it the fulfillment of obligations under the insurance contract concluded with the victim and insurance payment.
- 16.5.** The insurance company of the person through whose fault the insured event occurred shall reimburse the amount actually paid to the insurer that settled the insured event.
- 16.6.** The procedure and conditions for direct settlement shall be established by the Law, the Rules for Direct Settlement approved by the authorized body and these Rules.

## **17. THE RIGHT OF RECOURSE AGAINST THE PERSON WHO CAUSED THE DAMAGE**

- 17.1.** The insurer that has made the insurance payment has the right of recourse to the insurant (insured) within the amount paid in the following cases:
- 1) civil liability of the insurant (insured) occurred as a result of his deliberate actions aimed at the occurrence of an insured event or contributing to its occurrence, with the exception of actions committed in a state of necessary defense and extreme necessity;
  - 2) civil liability of the insured (insured) occurred as a result of driving a vehicle in a state of alcoholic, drug or substance intoxication;
  - 3) the person driving the vehicle at the time of the traffic accident did not have the right to drive it;
  - 4) in the course of the trial, it was established that the insured event occurred as a result of technical malfunctions of the vehicle, of which the insured (insured) knew or should have known;
  - 5) the vehicle is used for purposes that are not characteristic of its technical purpose;
  - 6) the insured (insured) intentionally did not take measures to reduce losses from the insured event;
  - 7) the person driving the vehicle left the scene of the traffic accident in which he was a participant, except if this fact was related to the provision of medical assistance to the victim;
  - 8) A person driving a vehicle and sent for an examination to establish the fact of the use of a psychoactive substance and a state of intoxication, without valid reasons, did not pass such an examination.
- 17.2.** If, in the cases listed in clause 17.1. of the Rules, the culprit of the damage caused is the person specified in subparagraphs 1) and 2) of Clause 7.4 of the Rules, the insurer has the right of recourse to the insurant (insured).

**17.3.** The insurer that has made the insurance payment shall have the right of recourse within the amount paid by it, which the insurant (insured) has against the person responsible for losses compensated by the insurer as a result of insurance. At the same time, if it is established that the insured event occurred due to road conditions caused by unsatisfactory maintenance of roads and structures on them, the insurer who made the insurance payment shall receive the right of claim that the owner of the vehicle has against the person guilty of creating such conditions.

## **18. GROUNDS FOR EXEMPTION OF THE INSURER FROM INSURANCE PAYMENT**

**18.1.** The insurer has the right to fully or partially refuse the insurance payment if the insured event occurred as a result of:

- 1) deliberate actions of the beneficiary aimed at the occurrence of an insured event or contributing to its occurrence, with the exception of actions committed in a state of necessary defense and extreme necessity;
- 2) actions of the beneficiary, recognized in the manner established by the legislative acts of the Republic of Kazakhstan, as intentional criminal or administrative offenses that are in a causal relationship with the insured event.

**18.2.** The grounds for refusal of the insurer to make the insurance payment may also be the following:

- 1) receipt by the beneficiary of appropriate compensation for losses from the person guilty of causing the loss;
- 2) use by the insured (insured) of the vehicle in competitions, tests or during driving training in specially designated places;
- 3) causing damage during loading or unloading of a vehicle;
- 4) causing damage to the victim's property in the form of money, securities, gold, silverware, jewelry, jewelry, works of art or other valuables;
- 5) violation by the victim of the requirements of paragraphs 11.4 of the Rules.

**18.3.** If there are grounds for refusal to make insurance payment, the insurer is obliged to send to the applicant within 7 (seven) working days from the date of receipt of the application and all necessary documents, the appropriate decision on full or partial refusal of insurance payment in writing with a reasoned justification of the reasons for the refusal and notification of the right of the insurant (insured, beneficiary) to apply to the insurance ombudsman to settle disagreements taking into account the specifics legislation of the Republic of Kazakhstan.

**18.4.** 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) War;
- 3) civil war, civil unrest of all kinds, riots or strikes.

- 18.5.** The insurance payment is not made for the damaged vehicle specified in the insurance policy.
- 18.6.** An insurer shall not have the right to refuse insurance payment on the grounds not provided for by this Section.

## **19. TERM AND TERRITORY OF THE INSURANCE CONTRACT**

- 19.1.** The insurance contract shall enter into force and become binding on the parties from the date established by the contract of compulsory liability insurance of the owners of vehicles.
- 19.2.** The insurance contract is concluded for a period of 12 (twelve) months from the date of its entry into force.
- 19.3.** The contract of compulsory liability insurance of vehicle owners shall be concluded at the time of:
- 1) crossing the State Border of the Republic of Kazakhstan by vehicles in international traffic on the territory of the Republic of Kazakhstan;
  - 2) the emergence of the right of possession of a vehicle by an individual or legal entity, but no later than ten working days from the date of state registration (re-registration) of this vehicle in the territorial divisions of the authorized body for road safety.
- 19.4.** It is allowed to conclude an insurance contract for a period other than that provided for in paragraph 19.2 of the Rules:
- 1) during seasonal operation of the vehicle, but not less than 6 (six) months;
  - 2) in the cases provided for by sub-paragraph 3) of paragraph 3.1. of the Rules for the period preceding the state registration of the vehicle, but not less than 5 (five) calendar days;
  - 3) in case of temporary entry of a vehicle into the territory of the Republic of Kazakhstan for the entire period of temporary entry, but not less than 5 (five) calendar days.
- 19.5.** The validity of the insurance contract shall be limited to the territory of the Republic of Kazakhstan, unless otherwise provided by an international treaty concluded by the Republic of Kazakhstan.

## **20. EARLY TERMINATION OF THE INSURANCE CONTRACT**

- 20.1.** The insurance contract is terminated early in the following cases:
- 1) expiration of the insurance contract;
  - 2) early termination of the insurance contract.
- 20.2.** The insurance contract does not terminate when the insurance payment is made.
- 20.3.** For early termination of the insurance contract, the insured (in case of death of the insured - his heir (heirs)) submits a written application to the insurer.

**20.4.** In case of early termination of the insurance contract and conclusion of a new insurance contract with the same insurer, the policyholder has the right to return a part of the insurance premium calculated according to the following formula:

$NPR = SP * n/N$ , where:

NPP is the amount of the insurance premium withheld by the insurer (in tenge);

SP is the amount of the insurance premium paid under the insurance contract (in tenge);

n is the period that has passed from the date of entry into force of the insurance contract to the moment of its early termination (in days), including the day of application;

N is the term of conclusion of the insurance contract (in days).

**20.5.** If the condition provided for in clause 20.4. of the Rules, the insured has the right to return part of the insurance premium in case of early termination of the insurance contract in the following amounts:

<b>№ p/n</b>	<b>The period that has elapsed from the date of entry into force of the insurance contract to the moment of its early termination (as a percentage of the term for which the insurance contract is concluded)</b>	<b>Amount of insurance premium withheld by the insurer (as a percentage of the annual insurance premium paid under the insurance contract)</b>
1	up to 15 days inclusive	15
2	from 16 days to 1 month inclusive	20
3	from 1 to 2 months inclusive	30
4	from 2 to 3 months inclusive	40
5	from 3 to 4 months inclusive	50
6	from 4 to 5 months inclusive	60
7	from 5 to 6 months inclusive	70
8	from 6 to 7 months inclusive	75
9	from 7 to 8 months inclusive	80
10	from 8 to 9 months inclusive	85
11	from 9 to 10 months inclusive	90
12	from 10 to 11 months inclusive	95
13	over 11 months	100

## **21. DISPUTE RESOLUTION PROCEDURE**

- 21.1.** In the event of a dispute arising out of the insurance contract, the insured (victim, beneficiary) has the right in writing:
- ✓ send to the insurer (including through a branch, representative office, other separate structural subdivision, insurer's Internet resource) an application indicating the requirements and attaching documents confirming its claims,
  - ✓ or send an application to the insurance ombudsman (directly to the insurance ombudsman, including through its Internet resource, or through an insurer, including through its branch, representative office, other separate structural subdivision, Internet resource) or to the court to settle disputes arising from the insurance contract, taking into account the features provided for by the Law of the Republic of Kazakhstan "On Insurance Activities"
- 21.2.** Upon receipt of an application from the insurant (victim, beneficiary) the insurer shall, within five working days, consider and provide a written response indicating the further procedure for resolving the dispute.
- 21.3.** In case of application of the insurant (victim, beneficiary) to the insurance ombudsman, the insurer shall be obliged, at the request of the insurant, victim (beneficiary), insurance ombudsman, to submit documents related to the consideration and resolution of the dispute, within three working days from the date of receipt of the request.
- 21.4.** Disputes arising out of the insurance contract shall be considered in accordance with the procedure established by the legislation of the Republic of Kazakhstan.

