

**APPROVED**  
**Board of Directors**  
**Insurance Company Basel JSC**  
**Minutes No01/24 dated January 10, 2024**

**RULES**  
**COMPULSORY INSURANCE**  
**CIVIL LIABILITY**  
**OF THE CARRIER IN FRONT OF PASSENGERS**  
**INSURANCE COMPANY BASEL JSC**

**Almaty 2024**

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## 1. GENERAL PROVISIONS

**1.1.** These Rules of Compulsory Insurance of Civil Liability of the Carrier to Passengers (hereinafter referred to as the Rules) have been developed in accordance with the Law of the Republic of Kazakhstan "On Compulsory Insurance of Civil Liability of the Carrier to Passengers" dated July 1, 2003 No444-II (hereinafter referred to as the Law).

**1.2.** Concepts:

- 1) **victim** - a passenger whose life, health and (or) property was damaged during transportation;
- 2) **passenger** - an individual who has entered into a contract of carriage with the carrier orally or in writing;
- 3) **passenger's property** - passenger's baggage and carry-on baggage carried by the passenger, for causing damage, which the carrier is responsible for during transportation;
- 4) **Beneficiary** - a person who, in accordance with these Rules, is a recipient of insurance payment;
- 5) **insured event** - an event, upon the occurrence of which the insurance contract provides for the implementation of insurance payment;
- 6) **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";
- 7) **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;
- 8) **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 insurance contract;
- 9) **insurance indemnity** – the amount of money paid by the insurer to the insured (beneficiary) within the insured amount in the event of an insured event;
- 10) **insurer** – a legal entity that has received a license for the right to carry out insurance activities in the territory of the Republic of Kazakhstan in the manner established by the legislation of the Republic of Kazakhstan, obliged to make an insurance payment to the insurant or other person in whose favor the contract is concluded (beneficiary) within the amount (insurance amount) determined by the contract;
- 11) **insured** – a person in respect of whom insurance is carried out;
- 12) **Insurant** – a person who has entered into an insurance contract with an insurer. Unless otherwise provided by the insurance contract, the insurant is at the same time the insured;

- 13) **carrier** – an individual or legal entity owning a railway, sea, inland waterway, air, road vehicle, including urban rail transport, on the right of ownership or on other legal grounds and carrying out transportation of passengers and their property for a fee or for hire in accordance with the legislation of the Republic of Kazakhstan;
  - 14) **civil liability of the carrier to passengers** – the carrier's obligation established by the civil legislation of the Republic of Kazakhstan to compensate for damage caused to life, health and (or) property of passengers during their transportation;
  - 15) **authorized body** – a state body that carries out state regulation, control and supervision of the financial market and financial organizations;
  - 16) **database formation and maintenance organization** – a non-profit organization with state participation, which forms and maintains a database on compulsory 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;
  - 17) **Franchise** is the insurer's exemption from compensation for damage not exceeding a certain amount.
  - 18) **organization for the formation and maintenance of the database** (hereinafter referred to as the organization) is a non-profit organization established in the organizational and legal form of a joint-stock company, one hundred percent of the voting shares of which belong to the National Bank. The organization forms and maintains a database on compulsory and voluntary types of insurance, reinsurance, coinsurance, joint reinsurance on the basis of the Law "On Insurance Activities" and certain laws of the Republic of Kazakhstan regulating compulsory types of insurance.
- 1.3. The object of compulsory insurance of the carrier's civil liability to passengers (hereinafter referred to as compulsory insurance of the carrier's liability) is the property interest of the carrier associated with its obligation, established by the civil legislation of the Republic of Kazakhstan, to compensate for damage caused to life, health and (or) property of passengers during their transportation.
  - 1.4. The purpose of compulsory insurance of the carrier's liability is to ensure the protection of the property interests of passengers during their transportation through insurance payments.
  - 1.5. Civil liability of carriers-residents of the Republic of Kazakhstan, carrying out transportation of passengers and their property on railway, sea, inland waterway, air, road and urban rail transport, is subject to compulsory insurance.
  - 1.6. Civil liability of carriers-residents of the Republic of Kazakhstan, carrying out transportation of passengers and their property on railway, sea, inland

waterway, air, road and urban rail transport, is subject to compulsory insurance.

- 1.7.** The carrier's civil liability is subject to insurance for each unit of the vehicle used for the transportation of passengers and their property.
- 1.8.** Conclusion of a contract of voluntary insurance of the carrier's civil liability to passengers does not release the carrier from the obligation to conclude a contract of compulsory insurance of the carrier's liability.
- 1.9.** The insurer entered into a participation agreement with the Insurance Payments Guarantee Fund in the manner prescribed by the Law of the Republic of Kazakhstan "On the Insurance Payments Guarantee Fund".
- 1.10.** An insurer shall publish its financial statements and audit report in the state and Russian languages in the manner and within the time limits established by the legislation of the Republic of Kazakhstan.
- 1.11.** An insurer shall not carry out activities aimed at limiting or eliminating competition, providing or obtaining unjustified advantages on conclusion of contracts of compulsory insurance of the carrier's liability to other insurers, infringement of the rights and legitimate interests of insureds.
- 1.12.** The insured is free to choose an insurer.

## **2. INSURANCE CONTRACT AND PROCEDURE FOR ITS CONCLUSION**

- 2.1.** Compulsory insurance of the carrier's liability is carried out on the basis of an agreement concluded between the insured and the insurer in accordance with the Law and these Rules.
- 2.2.** The contract of compulsory insurance of the carrier's liability provides for the insurance payment for obligations arising as a result of causing harm to the life, health and (or) property of the victim, with the exception of compensation for moral damage and lost profit of the victim, including the loss of the commodity value of the property, as well as compensation for a penalty in connection with the violation by the victim of the terms of delivery of goods or the performance of work (provision of services), his other obligations under the contracts (agreements).
- 2.3.** An insurer shall not have the right to refuse an insurant to conclude a compulsory carrier liability insurance agreement, except for cases provided for by the Laws of the Republic of Kazakhstan
- 2.4.** Under the contract of compulsory insurance of the carrier's liability, the insurant undertakes to pay the insurance premium, and the insurer undertakes to make the insurance payment to the beneficiary in the amount, procedure and terms established by this Law in the event of an insured event.
- 2.5.** The contract of compulsory insurance of the carrier's liability is concluded by issuing an insurance policy by the insurer in electronic form.

- 2.6.** The basis for concluding a compulsory carrier liability insurance agreement is the insurant's application, including a note containing a note on the insurant's familiarization with the insurance conditions.
- 2.7.** The insurer shall be liable for incompleteness of the terms and conditions to be specified in the contract of compulsory insurance of the carrier's liability. In the event of a dispute under the compulsory insurance agreement of the carrier's liability due to the incompleteness of certain of its terms, the dispute shall be resolved in favor of the insured.
- 2.8.** At the request of the insurant, the contract of compulsory insurance of the carrier's liability may be concluded by applying to the insurer or exchanging electronic information resources between the insurant and the insurer.
- 2.9.** In addition to the conditions listed in Article 826 of the Civil Code of the Republic of Kazakhstan, the insurance policy shall contain the amount of the maximum amount of liability of the insurer for one insured event.
- 2.10.** Requirements for the content and execution of an insurance policy on compulsory insurance of the carrier's liability shall be established by the legislation of the Republic of Kazakhstan on insurance and insurance activities.
- 2.11.** If the insurer has entered into a compulsory insurance agreement of the carrier's liability on the terms that worsen the position of the insurant (insured) or the victim in comparison with that provided for by the Law and these Rules, 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 and these Rules.
- 2.12.** The contract of compulsory insurance of civil liability of the carrier is an agreement concluded in favor of a third party (passenger), whose interests have been damaged by the Insured's unintentional violation of the obligations provided for by the current legislation during the operation of a vehicle carrying passengers and their luggage.

### **3. VALIDITY OF THE INSURANCE CONTRACT**

- 3.1.** The contract of compulsory insurance of the carrier's liability shall be valid in respect of all persons recognized as victims in accordance with this Law.
- 3.2.** The contract of compulsory insurance of the carrier's liability shall enter into force and become binding on the parties from the moment of payment by the insurant of the insurance premium, and if it is paid in installments - the first insurance premium, unless otherwise provided by the terms of the contract of compulsory insurance of the carrier's liability.
- 3.3.** The contract of compulsory insurance of the carrier's liability shall be concluded for a period of twelve months from the date of its entry into force. The contract of compulsory insurance of the carrier's liability is valid during the entire period of insurance and does not terminate its validity upon the first insured event.

- 3.4.** In the event that the carrier's right to carry out transportation of passengers and their property expires within a period of less than twelve months, then the contract of compulsory insurance of the carrier's liability is concluded only for this period.
- 3.5.** It is allowed to conclude a contract of compulsory insurance of the carrier's liability to passengers for a period of less than twelve months with creditors (insurants) of the liquidated insurance organization participating in the insurance payment guarantee system.
- 3.6.** The validity of the contract of compulsory insurance of the carrier's liability shall be limited to the territory of the Republic of Kazakhstan, unless otherwise provided by an international treaty concluded by the Republic of Kazakhstan.

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

- 4.1.** The contract of compulsory insurance of the carrier's liability shall be terminated early in cases established by the Civil Code of the Republic of Kazakhstan.
- 4.2.** For early termination of the contract of compulsory insurance of the carrier's liability, the insurant (in case of death of the insurant - his heir (heirs)) shall submit a written application to the insurer.
- 4.3.** In case of early termination of the compulsory insurance agreement of the carrier's liability and conclusion of a new contract of compulsory insurance of the carrier's liability with the same insurer, the insurer has the right to withhold a part of the insurance premium in the following amounts:

$$NPP = SP * n/N, \text{ where:}$$

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 carrier's compulsory insurance agreement (in tenge);

n - the period that has passed from the date of entry into force of the compulsory insurance agreement of the carrier to the date of its early termination (in days), including the day of application;

N is the term of conclusion of the contract of compulsory insurance of the carrier's liability (in days).

- 4.4.** In case of non-compliance with the condition provided for in paragraph 4.3 of these Rules, the insurer shall be entitled to withhold a part of the insurance premium in case of early termination of the carrier's compulsory liability insurance agreement in the following amounts:

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

## **5. RIGHTS AND OBLIGATIONS OF THE INSURED/INSURED**

### **5.1. The Insured/Insured shall have the right to:**

- 1) to demand from the insurer an explanation of the terms of compulsory insurance of the carrier's liability, its rights and obligations under the contract of compulsory insurance of the carrier's liability;
- 2) use the services of an independent expert to assess the amount of damage caused to the health and (or) property of the victim;
- 3) get acquainted with the results of the assessment of the amount of damage caused and calculations of the amount of insurance payment made by the insurer (including through the insurer's Internet resource) or an independent expert;
- 4) terminate the carrier's compulsory liability insurance agreement ahead of schedule (this right applies only to the insured).

Apply to the insurer, taking into account the features provided for in section 14 of the Rules, or to the insurance ombudsman or to the court to resolve issues arising from the contract of compulsory insurance of the carrier's liability;

- 5) send an application and attached documents to the Insurance Ombudsman (directly to the Insurance Ombudsman, including through its Internet resource, or through an insurer, including its branch, representative office, other separate structural subdivision, Internet resource) taking into account the features provided for by the Law of the Republic of Kazakhstan "On Insurance Activities";
- 6) to receive insurance payment in cases provided for by this Law.

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



- 1) when concluding a compulsory carrier's liability insurance agreement, provide the insurer with the information necessary to enter into the carrier's compulsory liability insurance agreement in accordance with the Law and these Rules;
  - 2) pay insurance premiums in the amount, procedure and terms established by the carrier's compulsory liability insurance agreement;
  - 3) immediately, but not later than three working days, as he became aware of the occurrence of an insured event, notify the insurer thereof in an accessible way (orally, in writing). The oral report must be subsequently (within seventy-two hours) confirmed in writing. In cases where the insurant and the insured are not the same person, the obligation to inform the insurer about the occurrence of an insured event is 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 the event of an insured event, 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;
  - 5) inform the relevant authorities based on their competence (subdivisions of the authorized body for road safety, bodies of the state fire service, ambulance service, emergency services) about the insured event and the injured persons;
  - 6) draw up an act on the insured event on transport;
  - 7) to ensure the transfer to the insurer of the right of recourse to the person responsible for the occurrence of the insured event.
- 5.3.** The contract of compulsory insurance of the carrier's liability may also provide for other obligations of the insurant (insured) that do not contradict the laws of the Republic of Kazakhstan;
- 5.4.** The obligations of the insured specified in subparagraphs 4), 5) and 7) of paragraph 5.2 of the Rules shall be imposed on the person who directly drove the vehicle at the time of the occurrence of the insured event.

## **6. RIGHTS AND OBLIGATIONS OF THE INSURER**

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

- 1) when concluding a compulsory carrier's liability insurance agreement, in addition to the information provided for by the Civil Code of the Republic of Kazakhstan, require the insurant to provide information necessary for entering into the carrier's compulsory liability insurance agreement in accordance with this Law, including information on previous contracts of compulsory carrier liability insurance, insured events and insurance payments;

- 2) request 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 to the victims;
  - 3) assess the damaged (destroyed) property of the victim to establish the causes and other circumstances of the traffic accident;
  - 4) use the services of an independent expert to assess the amount of damage caused to the health and (or) property of the victim and determine the amount of insurance payment in the event of an insured event;
  - 5) to file the right of recourse against the person responsible for causing the damage in the cases provided for in Section 13 of the Rules;
  - 6) refuse to make an insurance payment in full or in part on the grounds provided for in Section 12 of the Rules.
- 6.2.** The contract of compulsory insurance of the carrier's liability may also provide for other rights of the insurer that do not contradict the civil legislation of the Republic of Kazakhstan.
- 6.3.** The insurer is obliged to:
- 1) familiarize the insurant (insured) with the terms of compulsory insurance of the carrier's liability, including the rights and obligations of the parties arising from the contract of compulsory insurance of the carrier's liability;
  - 2) upon conclusion of the contract of compulsory insurance of the carrier's liability, issue an insurance policy to the insurant (insured);
  - 3) upon notification of an insured event (event considered as an insured event) that occurred during the period of validity of insurance coverage under the carrier's compulsory liability insurance agreement, immediately register it and submit information on this insured event (event considered as an insured event) to the organization for the formation and maintenance of the database in accordance with the regulatory legal act of the authorized body;
  - 4) within seven working days from the date of receipt of a message on the occurrence of an insured event, at the request of the insurant or his representative, to assess the amount of damage caused, to draw up an insurance act indicating the calculation of the amount of insurance payment and to provide it to the beneficiary for review;
  - 5) 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;
  - 6) in the event of an insured event, make an insurance payment in the amount, procedure and terms established by the Law and these Rules;

- 7) upon receipt of an application from an insurant (victim, beneficiary) to consider the claims of the insurant (victim, beneficiary) and provide a written response indicating the further dispute settlement procedure within five working days;
  - 8) 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;
  - 9) reimburse the insurant (insured) for the expenses incurred by him in order to prevent or reduce losses in the event of an insured event;
  - 10) ensure the secrecy of insurance.
- 6.4.** The contract of compulsory insurance of the carrier's liability may also provide for other obligations of the insurer that do not contradict the laws of the Republic of Kazakhstan.

## **7. RIGHTS OF THE VICTIM**

### **7.1.** The victim has the right to:

- 1) inform the insurer about the occurrence of an insured event that occurred as a result of transportation of passengers and their property by the insured (insured);
- 2) collect instead of the insurant (insured) the documents necessary for making the insurance payment, and submit them to the insurer with which the insurant (insured) has entered into a contract of compulsory insurance of the carrier's liability;
- 3) use the services of an independent expert to assess the amount of damage caused to health and (or) property;
- 4) familiarize themselves with the results of the assessment of the amount of damage caused and calculations of the amount of insurance payment made by the insurer or an independent expert;
- 5) receive insurance payment in the amount, procedure and terms established by the Law and these Rules;
- 6) apply to the insurer, taking into account the features provided for in Section 14 of the Rules, or to the insurance ombudsman or to the court to settle issues arising from the contract of compulsory insurance of the carrier's liability;
- 7) 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);
- 8) to file a claim against the carrier for compensation for the damage caused in the amount of excess of the amount of damage caused over the amount of insurance payment received.

**7.2.** In cases provided for by this Law, the rights of the victim established by paragraph 7.1 of these Rules shall be transferred to other persons acting as beneficiaries.

## **8. INSURANCE**

**8.1.** In the course of compulsory insurance of the carrier's liability, the following amounts of annual insurance premiums per unit of vehicle are established (in monthly calculation indices):

<b>№ p/n</b>	<b>Vehicle name</b>	<b>Annual Rate insurance premium</b>
1	Automotive	
	1) Cars, buses, minibuses:	
	up to 4 passenger seats inclusive	3
	over 4 to 7 passenger seats inclusive	5
	over 7 to 16 passenger seats inclusive	11,5
	over 16 to 30 passenger seats inclusive	16
	over 30 passenger seats	23
	2) Trams, trolleybuses	7
2	Aerial	
	1) Planes	
	up to 50 passenger seats inclusive	400
	over 50 to 120 passenger seats	990
	over 120 to 200 passenger seats	2180
	Over 200 passenger seats	3820
	2) Helicopters	135
3	Maritime	
	up to 50 passenger seats inclusive	50
	over 50 to 100 passenger seats	100
	over 100 to 150 passenger seats	150
	over 150 to 300 passenger seats	300
	Over 300 passenger seats	530
4	Inland water	
	up to 50 passenger seats inclusive	17,5
	over 50 to 100 passenger seats	35
	over 100 to 150 passenger seats	50
	over 150 to 300 passenger seats	90
	Over 300 passenger seats	160

**8.2.** The amount of the insurance premium for compulsory liability insurance of the carrier engaged in railway transportation shall be 0.2 percent of the amount of income of the services sold for the transportation of passengers

and their property, received (to be received) by the carrier, in the territory of the Republic of Kazakhstan during the validity period of the carrier's liability insurance contract, shall be paid in the form of monthly contributions from the income received (to be received) for the month.

- 8.3.** When concluding a compulsory insurance agreement of the carrier's liability for a period of less than twelve months, the following amounts of insurance premiums are established:

<b>№ p\n</b>	<b>Insurance period</b>	<b>Amount of insurance premium (as a percentage of the annual insurance premium)</b>
1	up to 1 month inclusive	20
2	from 1 to 2 months inclusive	30
3	from 2 to 3 months inclusive	40
4	from 3 to 4 months inclusive	50
5	from 4 to 5 months inclusive	60
6	from 5 to 6 months inclusive	70
7	from 6 to 7 months inclusive	75
8	from 7 to 8 months inclusive	80
9	from 8 to 9 months inclusive	85
10	from 9 to 10 months inclusive	90
11	from 10 to 11 months inclusive	95
12	over 11 months	100

This clause shall not apply to the contract of compulsory insurance of the carrier's liability concluded by the carrier engaged in railway transportation.

- 8.4.** In case of conclusion of a compulsory insurance agreement of the carrier's liability using the insurer's Internet resource, at the discretion of the insurer, the insured may be provided with a discount in the amount of no more than ten percent of the insurance premium payable calculated in accordance with this section of the Rules. At the same time, the contract of compulsory insurance of the carrier's liability shall simultaneously indicate the total amount of the insurance premium and the amount of the insurance premium taking into account the discount (if any).
- 8.5.** It is not allowed to provide discounts when concluding contracts of compulsory insurance of the carrier's liability by other means without using the insurer's Internet resource.
- 8.6.** When concluding a compulsory insurance agreement of the carrier's liability to passengers engaged in railway transportation, the amount of the insurance premium provided for in paragraph 8.2. of the Rules, may be increased by the insurer based on the results of the assessment of the insurance risk carried out by it, but up to the amount not exceeding 0.5 percent of the amount of income received (to be received) from transportation of passengers and their

property on the territory of the Republic of Kazakhstan during the period of validity of the compulsory liability insurance agreement of the carrier.

- 8.7.** When concluding a compulsory liability insurance agreement for a carrier engaged in other types of passenger transportation, except for railway, the amount of the insurance premium provided for in paragraph 8.1. of the Rules, can be increased by the insurer based on the results of the assessment of insurance risk, but not more than 2 times.
- 8.8.** The procedure and terms of payment of the insurance premium shall be established by the contract of compulsory insurance of the carrier's liability.
- 8.9.** If the contract of compulsory insurance of the carrier's liability provides for the payment of the insurance premium in installments, then the failure of the insurant to pay the next insurance premium cannot be the basis for the insurer to terminate this contract ahead of schedule.
- 8.10.** 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.
- 8.11.** The insurer provides the opportunity to pay the insurance premium in a non-cash way through the insurer's Internet resource.

## **9. DETERMINATION OF THE INSURED EVENT, THE AMOUNT OF DAMAGE CAUSED AND THE INSURANCE PAYMENT**

- 9.1.** An insured event under compulsory insurance of the carrier's liability is the fact of occurrence of the carrier's civil liability for compensation for harm caused to the life, health and (or) property of passengers during their transportation.
- 9.2.** Harm caused to the life and health of the victim includes the material expression of damage associated with his death, temporary or permanent disability.
- 9.3.** The amount of harm caused to the life and health of the victim is determined in accordance with the Law on the basis of documents issued by the relevant organizations.
- 9.4.** Damage to the property of the victim includes the cost of the passenger's property lost, missing or damaged (spoiled) during transportation, accepted by the carrier for transportation (baggage) and (or) with (on) the passenger.
- 9.5.** In case of loss, shortage and (or) damage (spoilage) of baggage and (or) things with (on) the passenger, which occurred through the fault of the carrier, the amount of damage caused is determined as follows:
  - 1) in case of loss or shortage of baggage, as well as items with (on) the passenger - in the amount of the cost of the lost or missing baggage and (or) items with (on) the passenger;
  - 2) in case of damage (spoilage) of baggage, as well as items carried by (on) the passenger - in the amount of the amount by which their value has



- decreased, and if it is impossible to restore the damaged baggage, as well as items with (on) the passenger - in the amount of their value;
- 3) in case of loss of baggage handed over for carriage with a declaration of its value - in the amount of the declared value of the baggage.
- 9.6.** Proof of the occurrence of an insured event, as well as the amount of damage caused by it to the property of passengers during their transportation, lies with the insured (insured).
- 9.7.** The amount of damage caused as a result of the occurrence of an insured event shall be determined by the insurer upon a written application of the insured or his representative.
- 9.8.** In case of disagreement with the results of the assessment of the amount of damage caused to property made by the insurer or an independent expert, the insurant (insured) or the victim shall have the right to apply to another independent expert for assessment of the amount of damage. At the same time, the costs incurred by the insurant (insured) or the victim are subject to reimbursement by the insurer regardless of the insurance payment, if the insurer recognizes or the court establishes the validity and objectivity of the assessment.
- 9.9.** If the insurer or an independent expert within seven working days after receiving the notification of the occurrence of an insured event did not carry out the necessary inspection of the lost, missing or damaged (spoiled) property and assessment of the amount of damage caused to the property, with the preparation of an insurance act, then the insurant (insured) or the victim has the right to use the services of an independent expert and start the restoration (disposal) of the property. At the same time, the insurer shall not have the right to challenge the results of the assessment of the amount of damage caused to the property, unless it proves that the impossibility of timely assessment of the damaged (destroyed) property is due to valid reasons (death, illness of the owner of this property) or the presence of the fault of the insurant (insured) or the victim associated with the evasion of submission of property for assessment.
- 9.10.** In the contract of compulsory insurance of the carrier's liability, the maximum amount of the insurer's liability for one insured event (insured amount) shall be indicated separately and shall be not less than the following amounts (in monthly calculation indices):  
for harm caused to the life and health of each victim and resulting in:
- death - 5,000;
  - Establishment of disability:
    - Group I - 5,000,
    - Group II - 3,500,
    - Group III - 2,500;
    - Child with disabilities - 5,000;

- 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 200;
- for damage caused to the property of each victim - in the amount of the damage caused, but not more than 250.
- 9.11.** Insurance payment for harm caused to life and health of the victim, resulting in death or disability, shall be made in the amount of the maximum amount of liability of the insurer established by paragraph 9.10. of these Rules. Insurance payment for harm to life and health of a passenger caused during transportation is subject to reimbursement regardless of the fault of the carrier.
- 9.12.** To calculate the amount of insurance payment, the monthly calculation index established in accordance with the legislative act of the Republic of Kazakhstan on the day of insurance payment is used.
- 9.13.** The franchise under the contract of compulsory insurance of the carrier's liability is five times the amount of the monthly calculation index for one insured event and for each victim. In cases where the amount of damage caused exceeds the established amount of the franchise, the insurance payment is made in full. Insurance payment for harm caused to the life and health of the victim is carried out without the use of a franchise.
- 9.14.** 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 shall be reimbursed in actual amounts, while the total amount of insurance payment and compensation of expenses shall not exceed the insurance amount established by the contract of compulsory insurance of the carrier's liability. 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 insured amount. These expenses shall be reimbursed by the insurer directly to the person who incurred them.
- 9.15.** If the insurance amount is insufficient to fully compensate for the damage caused, the carrier shall reimburse the victim for the difference between the insured amount and the actual amount of damage.
- 9.16.** 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 one hundred monthly calculation indices.

## **10. GENERAL CONDITIONS FOR INSURANCE PAYMENT**

- 10.1.** A claim for insurance payment to an insurer shall be submitted by an insurant (insured) or other person who is a beneficiary in writing, including through the insurer's Internet resource in accordance with the regulatory legal act of the



authorized body with the attachment of documents necessary for making an insurance payment. At the request of the insurer, the applicant shall be obliged to submit the original documents to the insurer 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.

**10.2.** 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) act on the insured event on transport, drawn up by the carrier;
- 3) a travel ticket or a document substituting it (a copy of the ticket sales sheet or ticket counterfoil certified by the carrier) - in case of issuance of a ticket to a passenger, or witness testimony issued in the manner established by the legislation of the Republic of Kazakhstan;
- 4) a copy of a certificate from health care organizations on the period of temporary disability or a certificate from specialized institutions on the establishment of disability to the victim - if it is established;
- 5) a notarized copy of the victim's death certificate and a document confirming the beneficiary's right to compensation for damage (copy) - in case of the victim's death;
- 6) a list of lost, missing or damaged (spoiled) property of the victim - in case of damage to the property;
- 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. The insurer shall not be allowed to demand additional other documents from the insurant (insured) or the victim.

**10.3.** The act on the insured event on transport, drawn up by the carrier, must contain the following information:

- 1) surname, name, patronymic of the victim;
- 2) mode of transport;
- 3) flight number, train number, name of the vessel, etc.;
- 4) Route;
- 5) series and number of the travel ticket available to the victim;
- 6) place, date and time of occurrence of the insured event;
- 7) characteristics of the injuries caused to the life and health of the victim;
- 8) characteristics of the damage caused to the property of the victim;
- 9) a brief description of the circumstances of the insured event;
- 10) the name of the competent body conducting the investigation;
- 11) the name and location of the medical institution where the victim was sent;

- 12) surname, name, patronymic and signature of the head of the transport organization or vehicle;
  - 13) surname, name, patronymic and signature of the representative of the competent body conducting the investigation;
  - 14) seal of the carrier, except for private business entities.
- 10.4.** The insurer that accepted the documents is obliged to issue to the applicant a certificate indicating the full list of submitted documents and the date of their acceptance. In case the insurant (insured, beneficiary) sends a claim for insurance payment in electronic form, the insurer may submit this certificate to him in electronic form;
- 10.5.** The beneficiary is the victim (in case of his death, the person who has the right to compensation of 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 (person entitled to compensation for damage) for the damage caused within the scope of responsibility of the insurer established by this Law and received the right to insurance payment.
- 10.6.** Insurance payment for harm caused to the life and health of the victim is carried out regardless of the amounts due to him (persons entitled to compensation for damage) under other insurance contracts;
- 10.7.** At the request of the victim, executed in writing, or a notarized power of attorney, the insurance payment can be made directly to the person who provided (provides) services for the restoration of health and (or) property
- 10.8.** 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.

## **11. PROCEDURE FOR MAKING AN INSURANCE PAYMENT**

- 11.1.** The insurance payment shall be made by the insurer within seven working days from the date of receipt of the documents provided for in Section 10 of the Rules.
- 11.2.** In cases when the amount of insurance payment is disputed by the beneficiary, the insurer shall be obliged to immediately make the insurance payment in that part thereof, which is not disputed by any of the said persons, within the period established by paragraph 11.1. Rules.
- 11.3.** The disputed part of the insurance payment shall be paid by the insurer within three working days from the date of conclusion of the settlement agreement and its approval by the court or from the date of entry into force of the court decision on this dispute, if the court does not refer the decision to immediate execution.
- 11.4.** If, as a result of the event that led to the occurrence of the insured accident, the victim's health deteriorates (disability or a higher disability group is

established) or death, then the insurer on the basis of the application received from the victim (beneficiary) and relevant documents is obliged to recalculate the amount of insurance payment in the manner and amount established by the Law and these Rules. At the same time, when recalculating the amount of insurance payment, the amounts previously paid are taken into account.

- 11.5.** 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.

## **12. REFUSAL OF INSURANCE PAYMENT**

- 12.1** 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.

- 12.2** The grounds for refusal of the insurer to make the insurance payment may also be:

- 1) receipt by the insurant, insured, beneficiary of the appropriate compensation for loss from the person guilty of causing the loss;
- 2) failure to notify or untimely notification of the insurer about the occurrence of an insured event, except for the cases provided for by these Rules;
- 3) causing damage to the property of the victim in the form of money, securities, gold, silverware, jewelry, jewelry, works of art or other valuables.

- 12.3** Untimely notification or failure to inform the insurer about the occurrence of an insured event cannot serve as a basis for refusal of insurance payment, if it is due to valid reasons and the relevant documents confirming the fact of occurrence of the insured event, harm to life or health of the victim, and property for assessment in the condition in which it was immediately after the occurrence of the insured accident are submitted.

- 12.4** If there are grounds for refusal of insurance payment, the insurer shall be obliged to send to the person who filed the claim for insurance payment the appropriate decision on full or partial refusal of insurance payment in writing with a reasoned justification of the reasons for refusal within seven working days from the date of receipt of the application and all documents and notification of the right of the insurant (insured, beneficiary) to apply to the

insurance ombudsman to settle disagreements taking into account the specifics of the legislation of the Republic of Kazakhstan.

**12.5** 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.

**12.6** An insurer shall not have the right to refuse insurance payment on the grounds not provided for by this Section.

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

**13.1** 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 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) use of the vehicle for purposes not inherent in its technical purpose;
- 6) in case of deliberate failure by the insurant (insured) to take measures to reduce losses from the insured event.

**13.2** If, in the cases listed in paragraph 13.1. of the Rules, the culprit of the damage caused is a person who operates the vehicle by virtue of labor relations with its owner or in the presence of its owner without formalizing a written form of the transaction, then the insurer has the right to reclaim against the owner of this vehicle.

**13.3** 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.

## **14. PROCEDURE FOR ELECTRONIC CONCLUSION OF AN INSURANCE CONTRACT AND SETTLEMENT OF INSURED EVENTS**

- 14.1.** For conclusion in electronic form of compulsory insurance agreement of the carrier's liability and settlement of insured events under it by exchange of electronic information resources, the insurer's Internet resource and (or) information system shall be used.
- 14.2.** When submitting an application for the conclusion of a compulsory carrier liability insurance agreement in electronic form and the settlement of an insured event, the insured is not required to use specialized software.
- 14.3.** The procedure for the exchange of electronic information resources for the conclusion of the contract of compulsory insurance of the carrier's liability and the settlement of insured events under it shall be determined by the regulatory legal act of the authorized body.
- 14.4.** When concluding a compulsory carrier liability insurance agreement and settling insured events under it using the insurer's Internet resource, the insurer shall ensure:
- 1) immediate sending to the insured of a notice on the conclusion of the carrier's compulsory liability insurance agreement or refusal to conclude it (indicating the reasons for the refusal) in the form of an electronic message;
  - 2) notification of the insurant (insured) on the main stages of the settlement process of the insured event, including refusal to accept documents for settlement (indicating the reasons for refusal), in the form of an electronic message in the manner prescribed by the regulatory legal act of the authorized body;
  - 3) the ability of the insurant (insured) to check the information on the concluded contract of compulsory insurance of the carrier's liability on the Insurer's website;
  - 4) storage of the carrier's compulsory liability insurance agreement in electronic form and information on the insured event thereon with the provision of round-the-clock access for the Insured (Insured, Beneficiary) to the Insurer's Internet resource;
  - 5) the ability of the insurant (insured, beneficiary) to create and send to the insurer information in electronic form (applications, notifications and (or) other documents, information) necessary for:
    - conclusion of a contract of compulsory insurance of the carrier's liability;
    - change of information, re-execution of the carrier's compulsory liability insurance agreement;
    - early termination of the carrier's compulsory liability insurance agreement;
    - notifications of the occurrence of an insured event (an event considered as an insured event);

- determining the amount of damage caused;
  - receiving an insurance payment.
- 6) A notification on the conclusion of a compulsory carrier's liability insurance agreement and the settlement of insured events under it shall be sent from the organization for the formation and maintenance of the database.
  - 7) When concluding a compulsory carrier liability insurance agreement by exchanging electronic information resources, the insurance agreement shall be deemed to be concluded from the date of payment by the insurant of the insurance premium (the first insurance premium in case of payment of the insurance premium in installments), unless otherwise provided by the compulsory carrier liability insurance agreement.
  - 8) A claim for insurance payment to an insurer shall be submitted by an insurant (insured) or other person who is a beneficiary in writing, including through the insurer's Internet resource in accordance with the regulatory legal act of the authorized body, with the attachment of documents necessary for making an insurance payment.
  - 9) The insurer provides an opportunity to conclude contracts of compulsory insurance of the carrier's liability and settle insured events under them using the insurer's Internet resource around the clock.
  - 10) Activity of insurance agents on conclusion of compulsory carrier's liability insurance contracts with the use of information systems of insurance organizations intended for conclusion of insurance contracts in electronic form through information interaction between the insurant and the insurer shall not be allowed;

## **15. FEATURES OF DISPUTE SETTLEMENT**

**15.1.** In the event of a dispute arising from the carrier's compulsory liability insurance agreement, the insurant (third party, beneficiary) shall have the right to:

- 1) - send to the insurer (including through a branch, representative office, Internet resources of the insurer) a written application indicating the requirements and attaching documents confirming its claims, or
- 2) 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 for the settlement of disputes arising from the compulsory liability insurance agreement of the carrier, taking into account the features

provided for by the Law of the Republic of Kazakhstan "On Insurance Activities".

- 15.2.** In case of application of the insurant (third party, beneficiary) to the insurance ombudsman, the insurer shall be obliged, at the request of the insurant, third party (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.
- 15.3.** Upon receipt of an application from the insurant (third party, beneficiary) the insurer shall, within five working days, consider and provide a written response indicating the further dispute settlement procedure.
- 15.4.** The insurant (insured, beneficiary), as well as the insurer shall have the right to apply to the court in accordance with the legislation of the Republic of Kazakhstan after receiving the decision of the insurance ombudsman. At the same time, the execution of the decision of the insurance ombudsman for the insured (insured, beneficiary) is not mandatory.