

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

RULES

OF COMPULSORY INSURANCE OF TOURISTS
INSURANCE COMPANY BASEL JSC

Almaty 2024

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These Rules of Compulsory Tourist Insurance (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 dated December 31, 2003 No. 513-II "On Compulsory Insurance of a Tourist" (hereinafter referred to as the Law).

1. GOALS AND OBJECTIVES OF COMPULSORY TOURIST INSURANCE. CONCEPTS

- 1.1. The purpose of compulsory insurance of a tourist is to provide insurance protection of the property interests of the Insured in case of unforeseen expenses as a result of events recognized as insured events specified in these Rules.
- 1.2. The main objectives of compulsory tourist insurance are:
 - ensuring the protection of the property interests of the Insured to the extent and in the manner established by this Law;
 - implementation by the tour operator in the field of outbound tourism of its activities in the presence of an Agreement in relation to each tourist;
 - economic interest of the tour operator and travel agent in improving the safety of the provision of tourist services.
- 1.3. Compulsory insurance of the property interests of the Insured is carried out by the tour operator in the field of outbound tourism.
- 1.4. The following concepts are used in these Rules:
 - 1) **Assistance** – organization of assistance by the company to the Insured through technical, medical and other assistance as a result of the occurrence of an insured event;
 - 2) **Assistance company** – a legal entity that has entered into an agreement with the Insurer on the provision of assistance to a tourist traveling abroad (the Insured) under the Compulsory Tourist Insurance Agreement (hereinafter referred to as the Agreement);
 - 3) **Beneficiary** – a person who, in accordance with the Agreement, is the recipient of the insurance payment;
 - 4) **Insured event** – an event upon the occurrence of which the Agreement provides for the insurance payment to the Insured/Beneficiary;
 - 5) **Insurance Ombudsman** is 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";
 - 6) **Insurance Certificate** – a document evidencing the availability of valid insurance coverage in respect of the Insured and containing information on the terms of insurance coverage for insurance risks accepted for insurance, issued by the Insurer in confirmation of the concluded Insurance Agreement (Insurance Policy);
 - 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 Insured is obliged to pay to the Insurer for the latter's assumption of obligations to make an insurance payment to the Insured/Beneficiary in the amount determined by the Agreement;
 - 9) **Insurance indemnity** – the amount of money paid by the Insurer to the Insured/Beneficiary within the insured amount upon the occurrence of an insured event;
 - 10) **Insurer** – an insurance organization that has received a license for the right to carry out insurance activities in the field of "general insurance" or the industry of "life insurance", obliged to make an insurance payment to the Insured/Beneficiary within the amount (insurance amount) specified in the Agreement in the event of an insured event;
 - 11) **Insured** – a tourist traveling abroad;
 - 12) **Insured** – a tour operator in the field of outbound tourism, who has entered into an Agreement with the Insurer in favor of the Insured;
 - 13) **Travel agent** – an individual or a legal entity carrying out entrepreneurial activities to promote and sell a tourist product formed by a tour operator in the field of outbound tourism;
 - 14) **Compulsory insurance of a tourist** is a set of relations to protect the property interests of the Insured, associated with the risk of unforeseen expenses as a result of the events specified in these Rules.

- 15) **Database formation and maintenance organization (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 Kazakhstan, regulating compulsory types of insurance.
- 1.5. In confirmation of the conclusion of an insurance policy for compulsory insurance of a tourist, the insurer issues an insurance certificate to the insured in electronic form, indicating the availability of valid insurance coverage in respect of the Insured.
- 1.6. The signature of the Insured or his representative in the Agreement is a confirmation of his full agreement with the Rules.

2. OBJECT OF INSURANCE

- 2.1. The object of compulsory insurance of a tourist is the property interest of the Insured, whose life and health have been harmed as a result of the occurrence of insured events specified in these Rules.

3. PROCEDURE FOR CONCLUDING A CONTRACT

- 3.1. Compulsory insurance of a tourist is carried out on the basis of the Agreement concluded between the Insured and the Insurer in favor of the Insured in accordance with these Rules, the Law and the Civil Code of the Republic of Kazakhstan.
- 3.2. Conclusion of a voluntary insurance agreement by the Insured does not release the Insured from the obligation to conclude the Agreement.
- 3.3. The Agreement shall be concluded by the Insurer issuing an electronic insurance policy and an Insurance Certificate to the Insured.
- 3.4. Under the Agreement, the Insured undertakes to pay the insurance premium, and the Insurer undertakes to make an insurance payment to the Insured (Beneficiary) in the event of an insured event on the basis of the concluded Agreement, taking into account the requirements of these Rules, with the exception of claims related to compensation for moral damage and lost profits, as well as non-payment of a penalty.
- 3.5. The Insurer shall not have the right to refuse to conclude the Agreement with the Insured, except for the cases provided for by the Laws of the Republic of Kazakhstan.
- 3.6. When concluding the Agreement, the Insured, depending on the country (place) of temporary stay and the number of travel days specified in the contract for tourist services, chooses one of the insurance programs provided for by these Rules, according to which the maximum amount of the Insurer's liability (insurance amount) and types of expenses subject to reimbursement meet the requirements of international treaties and the legislation of the country (place) of temporary stay of the Insured in terms of life and health insurance of the tourist.
- 3.7. The basis for the conclusion of the Agreement is the application of the Insured, containing the data necessary for the calculation of the insurance premium and the identification of the Insured, the Insured.
- 3.8. The Insurer shall be responsible for the incompleteness of the terms and conditions to be specified in the Agreement. In the event of a dispute under the Agreement due to the incompleteness of certain of its terms, the dispute shall be resolved in favor of the Insured.
- 3.9. The insured is obliged exclusively through the travel agent:
- issue an Insurance Certificate to each Insured;
 - submit the Insurance Policy at the request of the Insured.
- 3.10. Requirements for the content and execution of the Insurance Policy and the Insurance Certificate for compulsory insurance of a tourist shall be established by the legislation of the Republic of Kazakhstan on insurance and insurance activities.
- 3.11. If the Agreement is concluded on terms that worsen the position of the Insured and the Insured in comparison with those provided for by the Law, then in the event of an insured event, the Insurer shall be liable to the Insured and the Insured on the terms established by the Law.
- 3.12. Requirements for the insurer and Internet resources when concluding the Contract in electronic form:

- 1) When concluding the Agreement 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.
- 2) When submitting an application for the conclusion of the Agreement in electronic form, the Insured is not required to use specialized software.
- 3) The list of Internet resources of insurance organizations used to conclude the Agreement in electronic form shall be posted on the Internet resource of the organization for the formation and maintenance of the database.
- 4) The procedure for exchange of electronic information resources between the Insurant (Insured, Beneficiary) and the Insurer shall be established by a regulatory legal act of the authorized body.
- 3.13. When entering into the Agreement using the Insurer's website, the Insurer shall ensure:
 - 1) immediate sending to the Insured, the Insured of a notice of the conclusion of the Agreement or refusal to conclude it (indicating the reasons for the refusal) in the form of an electronic message;
 - 2) the ability of the Insured, the Insured to verify the information under the Agreement through the information system of the organization for the formation and maintenance of the database;
 - 3) storage of the Agreement in electronic form with round-the-clock access for the Insured, the Insured to the Insurer's website;
 - 4) the ability of the Insurant, the Insured to create and send to the Insurer information in electronic form (applications, notifications and (or) other documents, information) necessary for:
 - changes in information, re-execution of the Agreement;
 - early termination of the Agreement;
 - notifications of the occurrence of an insured event.
- 3.14. Notification of the conclusion of the Contract is sent from the organization for the formation and maintenance of the database.
- 3.15. The requirements for the procedure and content of the notification of the conclusion of the Contract shall be determined by the Authorized Body.
- 3.16. When concluding the Agreement using the Insurer's Internet resource, this Agreement shall be deemed to be concluded by the Insured on the terms proposed by the Insurer from the moment of payment of the insurance premium by the Insured, unless otherwise provided by the Agreement.
- 3.17. When concluding the Agreement using the Insurer's website, the Insured shall pay the insurance premium after familiarizing himself with the terms and conditions of the Insurance provided for by these Rules, thereby confirming his consent to conclude this contract of adhesion on the terms and conditions proposed to him.
- 3.18. The Insurer provides the opportunity to conclude Contracts using the Insurer's Internet resource around the clock.

4. TERM AND PLACE OF VALIDITY OF THE CONTRACT

- 4.1. The Agreement shall enter into force and become binding on the parties after the Insured pays the insurance premium from the moment the Insured receives a mark of the border checkpoint crossing the border of the Republic of Kazakhstan.
- 4.2. The term of validity of the Agreement cannot be less than the period of the trip determined by the contract for touristic service. The Agreement is valid until the moment of crossing the border of the Republic of Kazakhstan by the Insured when leaving the territory of insurance, but no later than the expiration date of the insurance period specified in the Agreement, except for the case of the tourist's stay abroad for an additional period due to flight delay.
- 4.3. The contract does not terminate upon the first insured event.
- 4.4. In case of the Insured's stay outside the Republic of Kazakhstan and increase in the number of travel days under the contract for tourist services, the Insured shall conclude a new Agreement for additional days of the Insured's stay in the country (place) of temporary stay.
- 4.5. The territory of validity of the Agreement (territory of insurance) is the territory of provision of tourist services.
- 4.6. The territory of insurance under compulsory tourist insurance programs is established by a regulatory legal act of the authorized body.
- 4.7. **The following are subject to exclusion from the territory of insurance:**

- 1) territories not recommended by the authorized state bodies of the Republic of Kazakhstan for visiting;
 - 2) states in which the Insured has a temporary residence permit or other document allowing him to stay in the territory of insurance continuously for more than 90 days;
 - 3) states of which the Insured is a citizen.
- 4.8. The condition on exclusion of the territory of insurance shall not apply in cases where the territory of insurance has become subject to the exception provided for by subparagraph 1) of paragraph 4.7. of the Rules, after the conclusion of the Agreement.

5. GROUNDS FOR TERMINATION OF THE CONTRACT

5.1. The contract is terminated in the following cases:

- 1) expiration of the Agreement;
- 2) early termination of the Agreement;
- 3) the Insurer makes an insurance payment (insurance payments) in the amount of the insurance amount specified in the Agreement.

5.2. Early termination of the contract:

- 1) The contract is terminated early in cases established by the Civil Code of the Republic of Kazakhstan.
- 2) If the early termination of the Agreement is caused by non-fulfillment of its terms through the fault of the Insurer, the latter shall return to the Insured the insurance premium paid by him in full. In cases of early termination of the Agreement under the circumstances specified by the Civil Code of the Republic of Kazakhstan, the Insurer shall be entitled to a part of the insurance premium in proportion to the time during which the insurance was in effect.

6. RIGHTS AND OBLIGATIONS OF THE INSURED, INSURED

6.1. The insurant has the right to:

- 1) to demand from the Insurer an explanation of the conditions and procedure for compulsory insurance of the tourist, its rights and obligations under the Agreement;
- 2) apply to the Insurer, taking into account the features provided for in Article 15 of these Rules, or to the insurance ombudsman or to the court to resolve issues arising from the Agreement;
- 3) send an application and attached documents to the Insurance Ombudsman (directly to the Insurance Ombudsman, including through its Internet resource, or through the Insurer, including through 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";
- 4) to terminate the Agreement early.

6.2. The insurant is obliged to:

- 1) conclude an Agreement with an Insurer that has the appropriate license;
- 2) pay the insurance premium in the amount, procedure and terms established by the Agreement;
- 3) notify the Insurer thereof (orally, in writing) no later than 2 (two) business days, when he became aware of the occurrence of the insured event. An oral report must subsequently be documented;
- 4) when entering into the Agreement, provide the Insurer with the information necessary to enter into the Agreement;
- 5) to bring to the attention of the Insured the requirements of these Rules;
- 6) notify the person to whom the Insured has sold a tourist product formed by a tour operator in the field of outbound tourism, about the conclusion of an Agreement with the Insurer in favor of this person.

6.3. The insured has the right to:

- 1) at the choice of the Insurer for the conclusion of the Agreement;
- 2) obtain an Insurance Certificate and, if necessary, an Insurance Policy;
- 3) to demand from the Insurer and (or) the Insured an explanation of the conditions and procedure for compulsory insurance of the tourist, his rights and obligations reflected in the Insurance Policy and the Insurance Certificate;
- 4) inform the Insurer about cases of non-provision, incomplete or poor quality of services under the Agreement;

- 5) get acquainted with the amount of insurance payment made by the Insurer;
 - 6) apply to the Insurer, taking into account the features provided for in Article 15 of these Rules, or to the insurance ombudsman or to the court to resolve issues arising from the Agreement;
 - 7) send an application and attached documents to the Insurance Ombudsman (directly to the Insurance Ombudsman, including through its Internet resource, or through the Insurer, including through 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";
 - 8) receive an insurance payment in cases provided for by these Rules;
 - 9) receive a duplicate of the Certificate of Insurance and, if necessary, a copy of the Insurance Policy in case of their loss.
- 6.4. **The insured is obliged to:**
- 1) when concluding the Agreement, provide the Insured with the information necessary to enter into the Agreement;
 - 2) read and strictly comply with the terms and conditions of the Agreement reflected in the Insurance Policy and the Insurance Certificate;
 - 3) ensure the safety of the Insurance Policy (if any) and (or) the Insurance Certificate and supporting documents related to the insured event;
 - 4) take measures to reduce losses from the insured event;
 - 5) in the event of an insured event, immediately notify the assistance company in person or through a representative by any of the available means of communication specified in the Insurance Certificate, provide information about the Insurance Certificate and (or) the Insurance Policy of the assistance company in order to organize technical, medical and other assistance, coordinate actions and incur expenses;
 - 6) in the event of an insured event, follow the recommendations, instructions of the assistance company, the Insurer and other competent persons, the authorities of the country (place) of temporary stay;
 - 7) submit to the Insurer the available documents necessary to clarify the circumstances of the nature and extent of the damage caused by the insured event;
 - 8) if you receive medical care in an emergency and it is impossible to immediately notify the Assistance Company for valid reasons about the insured event, notify the Assistance Company about the incident within 2 (two) days or as soon as possible;
 - 9) submit, at the request of the Insurer, documents in a foreign language with their notarized translation into Kazakh or Russian;
 - 10) ensure the transfer to the Insurer of the right of recourse to the person responsible for the occurrence of the insured event.
- 6.5. The Agreement may also provide for other rights and obligations of the Insured and the Insured, which do not contradict the legislative acts of the Republic of Kazakhstan.

7. RIGHTS AND OBLIGATIONS OF THE INSURER

- 7.1. **The insurer has the right to:**
- 1) at the conclusion of the Agreement, require the Insured to provide information about the Insured necessary for inclusion in the Agreement;
 - 2) request, in the manner established by the legislation of the Republic of Kazakhstan, from the relevant state bodies and organizations, based on their competence, documents and information related to the fact of occurrence of an insured accident and determination of the amount of damage caused as a result of the occurrence of an insured event;
 - 3) to participate in the settlement of issues related to the claims of the Insured for compensation for harm caused as a result of the occurrence of insured events specified in these Rules;
 - 4) to file the right of recourse against the person responsible for causing damage in the cases provided for by Article 13 of these Rules;

- 5) refuse to make the insurance payment in full or in part on the grounds provided for in Article 14 of these Rules.
- 7.2. The insurer is obliged to:**
- 1) familiarize the Insured with the terms and procedure of compulsory insurance, including the rights and obligations of the parties arising from the Agreement;
 - 2) upon conclusion of the Agreement, issue an Insurance Policy and an Insurance Certificate;
 - 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 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) in the event of an insured event, make an insurance payment in the manner and on the terms provided for by these Rules;
 - 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 3 (three) business days from the date of their receipt, inform the applicant thereof indicating the full list of missing and (or) incorrectly executed documents;
 - 6) upon receipt of an application from the Insured, the Insured, the Beneficiary, consider the claims of the Insured, the Insured, the Beneficiary and provide a written response indicating the further dispute settlement procedure within 5 (five) business days;
 - 7) upon receipt of an application from the Insurant, the Insured, the Beneficiary sent to the Insurance Ombudsman, redirect this application, as well as the documents attached thereto to the Insurance Ombudsman within 3 (three) working days from the date of receipt;
 - 8) within 5 (five) working days from the date of receipt from the Insured of the documents provided for by Article 12 of these Rules, determine the amount of insurance payment and submit it to the Insured for review;
 - 9) ensure the secrecy of insurance;
 - 10) reimburse the Insured for the expenses incurred by him in order to prevent or reduce losses in the event of an insured event;
 - 11) enter into agreements with one and (or) several assistance companies that undertake to provide assistance under the Agreement.
- 7.3.** The Agreement may also provide for other rights and obligations of the Insurer that do not contradict the legislative acts of the Republic of Kazakhstan.

8. PROCEDURE FOR DETERMINING THE SUM INSURED

- 8.1.** Maximum amount of the Insurer's liability (insured amount) under insurance programs, types of expenses to be reimbursed for each insured event:

No p/n	Events recognized as an insured event and types of expenses subject to reimbursement	Maximum amount of the Insurer's liability (sum insured) (in USD/EUR)		
		Programme 1	Program 2	Program 3
1	Accident:			
1.1	expenses for inpatient and outpatient treatment, including expenses for medical services, diagnostic tests prescribed by the attending physician, medicines, bandages and fixation devices (plaster, bandage); expenses for transportation of the Insured for emergency and urgent circumstances to a medical institution; expenses for emergency medical transportation from the country (place) of temporary stay to the Republic of Kazakhstan, including the cost of accompanying medical personnel (provided that the Insured is unable	10 000	30 000	50 000

	to return to the place of residence in the territory of the Republic of Kazakhstan on his own for medical reasons); expenses for organizing the return of an urn with ashes or a body (remains), including the costs of autopsy, embalming of the body and its stay in the morgue, purchase of a coffin, registration of documents for transportation to the territory of the Republic of Kazakhstan.			
1.2	expenses for dental examination, X-ray examination, extraction or filling of teeth as a result of an injury resulting from an accident.	100	300	300
1.3	expenses for a travel document (ticket) for one adult close relative to the place of inpatient treatment of the Insured, traveling alone or with minor children, if the health condition of the Insured is assessed by the attending physician and the medical representative of the assistance company as critical, life-threatening, and the period of stay in a medical institution exceeds ten calendar days.	800	1 000	1 200
1.4	expenses for the transportation of minor children, elderly close relatives of the Insured who were left unattended in the insurance territory as a result of an insured event that occurred to the Insured.	800	1 000	1 200
1.5	expenses for payment of messages, telephone calls and other communication services provided to the Insurer, assistance company; expenses for the payment of the Insured's accommodation in the hotel from the date of his discharge from the hospital to the date of his departure to the territory of the Republic of Kazakhstan, but not more than five calendar days; costs associated with the cancellation or exchange of travel documents; expenses related to the cancellation of the hotel room booked, as well as other tourist services provided to the Insured, for the unused part of the period of stay abroad.	800	1 000	1 200
2.	Sudden acute illness, sharp deterioration of health and (or) exacerbation of a chronic disease, requiring emergency and urgent medical care to the Insured to prevent significant harm to health or eliminate a threat to life:			
2.1	expenses for inpatient and outpatient treatment, including expenses for medical services, diagnostic tests prescribed by the attending physician, medicines, bandages and fixation devices (plaster, bandage);	10 000	30 000	50 000

	expenses for transportation of the Insured for emergency and urgent circumstances to a medical institution; expenses for emergency medical transportation from a foreign country to the Republic of Kazakhstan, including the cost of accompanying medical personnel (provided that the Insured is unable to return to the place of residence in the territory of the Republic of Kazakhstan on his own for medical reasons); expenses for organizing the return of an urn with ashes or a body (remains), including the costs of autopsy, embalming of the body and its stay in the morgue, purchase of a coffin, registration of documents for transportation to the territory of the Republic of Kazakhstan.			
2.2	expenses for outpatient treatment, including the cost of medical services, transportation of the Insured for emergency and urgent circumstances to a medical institution in case of complications during pregnancy.	300	500	600
2.3	expenses for a travel document (ticket) for one adult close relative to the place of inpatient treatment of the Insured, traveling alone or with minor children, if the health condition of the Insured is assessed by the attending physician and the medical representative of the assistance company as critical, life-threatening, and the period of stay in a medical institution exceeds ten calendar days.	800	1 000	1 200
2.4	expenses for the transportation of minor children, elderly close relatives of the Insured who were left unattended in the insurance territory as a result of an insured event that occurred to the Insured.	800	1 000	1 200
2.5	expenses for payment of messages, telephone calls and other communication services provided to the Insurer, assistance company; expenses for the payment of the Insured's accommodation in the hotel from the date of discharge from the hospital to the date of his/her departure to the territory of the Republic of Kazakhstan, but not more than five calendar days; costs associated with the cancellation or exchange of travel documents; expenses related to the cancellation of the hotel room booked, as well as other tourist services provided to the Insured, for the unused part of the period of stay abroad.	800	1 000	1 200

8.2. The maximum amount of the Insurer's liability (insured amount) shall be established in United States dollars (hereinafter referred to as the United States). To calculate the amount of insurance payment, the US dollar is used at the exchange rate established by the National Bank of the Republic of Kazakhstan on the date of insurance payment.

- 8.3. In cases provided for by international treaties, the legislation of the country (place) of temporary stay, the Agreement, the maximum amounts of the Insurer's liability for compensation for harm caused to the life and health of the Insured shall be established in euros.
- 8.4. Expenses incurred by the Insured in order to prevent or mitigate losses are subject to reimbursement by the Insurer, if such expenses were necessary or were incurred to fulfill the instructions of the Insurer, even if the relevant measures were unsuccessful.
- 8.5. Such expenses are reimbursed in actual amounts, while the total amount of insurance payment and compensation for expenses should not exceed the insurance amount established by the Agreement. If the expenses have arisen as a result of the Insured's execution of the Insurer's instructions, they shall be reimbursed in full regardless of the insurance amount due to him/her under the Agreement.
- 8.6. These expenses shall be reimbursed by the Insurer directly to the person who incurred them.

9. AMOUNT OF INSURANCE PREMIUM

- 9.1. The amount of the insurance premium under the Agreement is calculated separately for each Insured for each day and is the following amounts in US dollars at the exchange rate established by the National Bank of the Republic of Kazakhstan as of the date of conclusion of the Agreement for one trip:

Number of travel days	Programme 1	Program 2	Program 3
up to 10	1,12	1,51	1,83
from 11 to 20	1,12	1,48	1,70
from 21 to 40	1,12	1,43	1,59
from 41 to 60	1,03	1,40	1,53
from 61 to 90	1,03	1,35	1,48
91 and over	0,95	1,30	1,40

- 9.2. For the purposes of calculating the insurance premium, the number of days (period) of stay of the Insured in the territory of the country (place) of temporary stay, including the time spent in transit, is used.
- 9.3. When the Agreement establishes the maximum amounts of the Insurer's liability for compensation for harm caused to the life and health of the Insured in euros in cases provided for by international treaties, the legislation of the country (place) of temporary stay, the amount of the insurance premium shall be calculated separately for each Insured and shall be the above amounts in euros at the exchange rate established by the National Bank of the Republic of Kazakhstan as of the date of conclusion of the Agreement.
- 9.4. Upon conclusion of the Agreement, the amount of the insurance premium provided for by paragraph 1 of this Article may be increased by the Insurer based on the results of the assessment of the insurance risk carried out by it, but not more than twice.

10. INSURANCE PREMIUM PAYMENT PROCEDURE

- 10.1. The insurance premium is paid by the Insured in a one-time payment.
- 10.2. The Insurer provides the opportunity to pay the insurance premium in a non-cash way through the Insurer's Internet resource.

11. INSURED EVENT

- 11.1. The following events that occurred after the entry into force of the Agreement are recognized as an insured event:
 - 1) an accident that occurred on the territory of insurance, which led to the death of the Insured or harm to his health.
 - 2) An accident is understood as a sudden, unforeseen, unintentional, external event or impact on the Insured;

- 3) sudden acute illness, sharp deterioration of health and (or) exacerbation of a chronic disease, requiring emergency and urgent medical care to the Insured to prevent significant harm to health or eliminate a threat to life.
- 11.2. The amount of insurance payment is determined by the Insurer based on the amount of actual expenses of the Insured on the basis of documents confirming these expenses submitted by the Insured or the assistance company.

12. CONDITIONS AND PROCEDURE FOR MAKING AN INSURANCE PAYMENT.

- 12.1. The claim for insurance payment to the Insurer shall be submitted in writing, including through the Insurer's website in accordance with the regulatory legal act of the authorized body, by the Insured or the assistance company when providing assistance to the Insured with the attachment of documents necessary for the insurance payment.
- 12.2. 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, except for the documents available in electronic form in the databases and (or) information systems of state bodies, to which the Insurer has access.
- 12.3. **Insurance payment shall be made by the Insurer by:**
 - 1) reimbursement of the Insured's expenses as a result of the occurrence of an insured event and the receipt of medical care by the Insured in an emergency event without notifying the assistance company for valid reasons no later than 15 (fifteen) working days from the date of receipt of the documents provided for in Section 13 of the Rules;
 - 2) payment of the cost of services provided by a medical and other institution to the Insured in agreement with the assistance company in the manner prescribed by the regulatory legal act of the authorized body.
- 12.4. In cases where the amount of insurance payment is disputed by the parties to the Agreement or the Beneficiary, the Insurer shall be obliged to make the insurance payment in the part thereof that is not disputed by any of the specified persons, within the period established by subparagraph 1) of paragraph 12.3 of the Rules.
- 12.5. The disputed part of the insurance payment shall be paid by the Insurer within 3 (three) business days from the date of entry into force of the court ruling on the settlement agreement or the court decision on this dispute, if the court does not immediately enforce the decision.
- 12.6. A claim for insurance payment for damage caused during the term of the Agreement may be submitted to the Insurer within 3 (three) years from the date of occurrence of the insured event.
- 12.7. In case of untimely implementation of insurance payment, the Insurer is obliged to pay a penalty to the Insured/Beneficiary in the manner and amount established by the Civil Code of the Republic of Kazakhstan (General Part).
- 12.8. Proof of the occurrence of the insured event, as well as the losses caused, lies with the Insured.

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

- 13.1. **The following documents shall be submitted to the application for insurance payment:**
 - 1) a copy of the identity document or passport of the Insured with marks of the structural unit of the territorial unit of the Border Service of the National Security Committee of the Republic of Kazakhstan on crossing the border of the Republic of Kazakhstan and (or) a document that is the basis for the stay of the Insured in the territory of insurance;
 - 2) original or notarized copy of the document confirming the occurrence of the insured event and the amount of harm caused to the life and health of the Insured, including:
 - 3) medical documents indicating the address and contact details of the medical institution and the doctor, containing information about the date of seeking medical care, the state of health of the Insured at the time of applying for medical care, diagnosis, prescription (prescription) of a doctor, medical manipulations performed and medicines provided, broken down by quantity, date and cost;
 - 4) documents confirming the fact of payment for medical and other services provided to the Insured as a result of the occurrence of an insured event, indicating the amount, currency, date of payment;

- 5) documents confirming the fact of payment for goods and services (sales receipts, invoices, payment receipts and other documents) indicating their name, quantity and value;
 - 6) medical documents to establish the fact of the use of a psychoactive substance and the state of intoxication of the Insured shall be submitted in case of an accident;
 - 7) documents of law enforcement, judicial and other competent authorities confirming the fact of the accident and the circumstances of its occurrence shall be submitted in the event of an accident;
 - 8) a copy of the death certificate or notice, forensic medical examination report or autopsy report shall be submitted in the event of the death of the Insured;
 - 9) documents confirming the cancellation or exchange of travel documents (tickets, boarding passes), refusal of the hotel room booked, as well as other tourist services provided to the Insured, for the unused part of the period of stay abroad shall be submitted in case of a forced longer period of stay in the country (place) of temporary stay or early return to the territory of the Republic of Kazakhstan due to the occurrence of an insured event;
 - 10) travel documents (ticket, boarding passes) - when transporting minor children and (or) close relatives of the Insured;
 - 11) documents confirming the implementation of telephone calls, messages to the Insurer and assistance company at the phone numbers specified in the Insurance Certificate or Insurance Policy;
 - 12) documents confirming the costs associated with the adoption of measures to prevent and reduce losses;
 - 13) documents confirming the identity and rights of the Beneficiary - if necessary.
- 13.2. 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.
 - 13.3. If the applicant sends an application for insurance payment electronically, the Insurer shall provide this certificate in electronic form.
 - 13.4. When making the insurance payment, the Insurer shall not be entitled to require the Insured/Beneficiary to accept the conditions restricting its right of claim against the Insurer.
 - 13.5. The beneficiary is a person determined by the Insured, and in the event of the death of the Insured, his heirs.

14. THE RIGHT OF RECOURSE AGAINST THE PERSON WHO CAUSED THE DAMAGE

- 14.1. The Insurer who made the insurance payment shall have the right of recourse to the person guilty of causing harm to the life and health of the Insured within the limits of the paid amount.

15. GROUNDS FOR EXEMPTION OF AN INSURER FROM INSURANCE PAYMENT

- 15.1. The insurer has the right to fully or partially refuse to make an insurance payment, if the insured event occurred as a result of:
 - 1) deliberate actions of the Insured aimed at the occurrence of an insured event or contributing to its occurrence;
 - 2) actions of the Insured, recognized in the manner established by the legislation of the Republic of Kazakhstan, as intentional criminal or administrative offenses that are in a causal relationship with the insured event.
- 15.2. The grounds for the Insurer's refusal to make the insurance payment may be:
 - 1) receipt by the Insured of appropriate compensation for losses from the person guilty of causing the loss;
 - 2) force majeure;
 - 3) failure of the Insured to submit to the Insurer the documents attached to the application for insurance payment in full in accordance with Section 13 of these Rules, with the exception of documents for each individual insured event, which are submitted on the basis of the actual expenses incurred;
 - 4) the Insurer makes an insurance payment in the amount of the insured amount;

- 5) deliberate actions of the Insured, the Insured and (or) the Beneficiary, aimed at the occurrence of an insured event or contributing to its occurrence, except for actions committed in a state of necessary defense and extreme necessity;
- 6) actions of the Insurant, the Insured and (or) the Beneficiary, recognized in accordance with the procedure 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.
- 7) Engaging in professional sports by the Insured;
- 8) an event that occurred as a result of the Insured being in a state of severe alcoholic intoxication, as well as drug or toxic intoxication, except for the following cases:
 - use of medicines as prescribed by the attending physician;
 - forced use of narcotic, toxic substances or their forced introduction established by a law enforcement agency and (or) a court;
 - voluntary refusal by the Insured from medical transportation from the country (place) of temporary stay to the Republic of Kazakhstan or compliance with the instructions of the attending physician received by the Insured in connection with the application for an insured event.
- 15.3. If there are grounds for refusal of insurance payment, the Insurer shall, within 7 (seven) business days from the date of receipt of the documents provided for in Section 13 of these Rules, send to the person who submitted the application 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 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.
- 15.4. An insurer shall not have the right to refuse insurance payment on the grounds not provided for by this Article.

16. PROCEDURE FOR ELECTRONIC CONCLUSION OF AN INSURANCE CONTRACT AND SETTLEMENT OF INSURED EVENTS

- 16.1. To conclude an insurance contract in electronic form and settle insured events under it by exchanging electronic information resources, an insurer's Internet resource and (or) information system shall be used.
- 16.2. When submitting an application for the conclusion of an insurance contract in electronic form and the settlement of an insured event, the insured is not required to use specialized software.
- 16.3. The procedure for the exchange of electronic information resources for the conclusion of an insurance contract and the settlement of insured events under it shall be determined by a regulatory legal act of the authorized body.
- 16.4. When concluding an insurance contract 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 of conclusion of an insurance contract or refusal to conclude it (indicating the reasons for 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 insured (insured) to verify the information on the concluded insurance contract on the Insurer's website;
 - 4) storage of the insurance contract 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 website;
 - 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 an insurance contract;

- change of information, renewal of the insurance contract;
 - early termination of the insurance contract;
 - 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 an insurance contract and the settlement of insured events under it is sent from the organization for the formation and maintenance of the database.
 - 7) When concluding an insurance contract by exchanging electronic information resources, the insurance contract shall be considered concluded 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.
 - 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 the opportunity to conclude insurance contracts and settle insured events under them using the insurer's Internet resource around the clock.
 - 10) Insurance agents shall not be allowed to conclude insurance contracts using information systems of insurance organizations intended for conclusion of insurance contracts in electronic form through information interaction between the insurant and the insurer;

17. FEATURES OF DISPUTE SETTLEMENT

- 17.1. In the event of a dispute arising from the insurance contract, the insured (third party, beneficiary) has 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 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".
- 17.2. 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.
- 17.3. 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.
- 17.4. 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.

18. FORCE MAJEURE

- 18.1. The Parties shall be exempt from liability for partial or complete non-fulfillment of obligations under the Agreement, if proper performance turned out to be impossible due to force majeure circumstances, including natural disasters, military actions, effects of a nuclear explosion, strikes, civil unrest, as well as prohibitive measures provided for in the legal acts of state bodies of the Republic of Kazakhstan, if these circumstances directly affected the performance by the Parties its obligations under the Agreement.
- 18.2. The Party, for which it is impossible to fulfill obligations under the Agreement due to force majeure, is obliged to notify the other Party in writing no later than 5 (five) business days from the date of their occurrence and provide the relevant evidence.

- 18.3. The circumstances specified in paragraph 16.1 must be confirmed by the competent state bodies and organizations.
- 18.4. Improper notification deprives the Party of the right to refer to any of the above circumstances as a basis for exempting from liability for non-performance or improper performance of obligations under the Agreement.
- 18.5. If force majeure circumstances continue to be in effect for more than 1 (one) month, either Party has the right to terminate the Agreement unilaterally.

19. ADDITIONAL CONDITIONS

- 19.1. If an international treaty ratified by the Republic of Kazakhstan establishes rules other than those provided for by these Rules, the rules of the international treaty shall apply.