

"APPROVED"

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

RULES

**VOLUNTARY INSURANCE
PROFESSIONAL RESPONSIBILITY
Insurance Company Basel JSC**

Almaty, 2025

CONTENT:

- 1 General Provisions
- 2 Policyholder. Insured. Beneficiary
- 3 Procedure and Form of Conclusion of the Insurance Agreement
- 4 Object of insurance
- 5 List of insured events
- 6 Procedure for determining the insured amount
- 7 Insurance. Franchise
- 8 Term and place of validity of the Insurance Agreement
- 9 Rights and obligations of the parties
- 10 Actions of the Insured in the event of an insured event
- 11 List of documents confirming the occurrence of an insured event and the amount of losses
- 12 Procedure and conditions for making an insurance payment
- 13 Determination of the amount of losses and the amount of insurance payment
- 14 Exclusions from insured events and limitation of insurance
- 15 Consequences of an increase in insurance risk during the term of the insurance contract
- 16 Insurance secrecy
- 17 Conditions for termination of the insurance contract
- 18 Additional conditions. Dispute Resolution Procedure

1. GENERAL PROVISIONS

- 1.1. The Rules of Voluntary Professional Liability Insurance of BASEL IC JSC (hereinafter referred to as the Rules) establish the requirements for the procedure and conditions for the conclusion and performance of voluntary professional liability insurance contracts (hereinafter referred to as the Insurer).
- 1.2. Under the terms of the Rules, the Insurer enters into voluntary professional liability insurance contracts (hereinafter referred to as the Insurance Agreement), under which civil liability is insured, providing for insurance payments in the amount of partial or full compensation for damage, in connection with causing harm to third parties as a result of erroneous actions (inaction) and (or) omissions in the process or as a result of professional activities carried out on the basis of special permit (license, notification) and (or) requiring special knowledge, experience and (or) qualifications.
- 1.3. Insurance contracts are concluded by the Insurer with legal entities/individual entrepreneurs in favor of persons who may be harmed by the Insured.
- 1.4. The following basic concepts are used in the Rules:
 - 1) Insurant – a person who has entered into an insurance contract with the Insurer.
 - 2) Beneficiary is a person who, in accordance with the terms of the insurance contract, is the recipient of the insurance payment.
 - 3) Insured – a person in respect of whom insurance is carried out.
 - 4) Period of insurance coverage is a period of time when the Insurer is obliged to make insurance payments subject to the occurrence of an insured event.
 - 5) Insurance indemnity is the amount of money paid by the Insurer to the Beneficiary within the insured amount in the event of an insured event.
 - 6) Insurance premium is the amount of money that the Insured is obliged to pay to the Insurer for the latter's assumption of obligations to make an insurance payment to the Insured (Beneficiary) in the amount determined by the insurance contract.
 - 7) Insurance amount is 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 Territory – the territory to which the Insurer's insurance coverage under the Insurance Agreement applies. Unless otherwise specified in the Insurance Agreement, the territory of insurance is the territory of the Republic of Kazakhstan.
 - 9) Franchise is the Insurer's exemption from compensation for damage not exceeding a certain amount provided for by the terms of insurance. Franchise can be conditional (non-deductible) and unconditional (deductible). In the case of a conditional franchise, the Insurer is exempt from compensation for damage not exceeding the established amount of the franchise, but must compensate for the damage in full if its amount exceeds this amount. The franchise is set either as a percentage of the insured amount or in absolute amount.
 - 10) Employees of the Insured/Insured are individuals who are in labor relations with the Insured/Insured (employer) and directly perform work under an employment contract;
 - 11) Professional activity is the activity of the Insured/Insured and their employees, carried out on the basis of a special permit (license, notification) and (or) requiring special knowledge, experience and (or) qualification and obtained in the process of education and (or) vocational training.
 - 12) **Database formation and maintenance organization** – a non-profit organization with state participation, which forms and maintains a database on compulsory voluntary types of civil liability insurance on the basis of the Law of the Republic of Kazakhstan "On Insurance Activities and Legislative Acts of the Republic of Kazakhstan on Compulsory Types of Insurance".

2. POLICYHOLDER. INSURED. BENEFICIARY

- 2.1. The Insured/Insured under the insurance contract is a person who carries out professional activities as a result of which harm may be caused to third parties.
- 2.2. In case of reorganization of the Insurant – legal entity during the validity period of the Insurance Agreement, its rights and obligations under the contract shall be transferred with the consent of the Insurer to the relevant successor in the manner prescribed by the legislation of the Republic of Kazakhstan.
- 2.3. In the case of civil liability insurance, the liability of both the Insured himself and another person (the Insured) to whom such liability may be imposed may be insured.
- 2.4. Unless otherwise provided by the Insurance Agreement, the Insured is at the same time the Insured.
- 2.5. The Insured may specify another person as the Insured in the insurance contract.
- 2.6. Conclusion of an insurance contract in favor of the Insured does not release the Insured from fulfilling obligations under the insurance contract.
- 2.7. The beneficiary under the insurance contract is a third party (the Victim) who suffered damage or a person who is entitled in accordance with the law to an insurance payment in the event of the death of a third party (the Victim).

According to the Rules, the following persons may be third parties (victims) of damage/damage caused in the course of the professional activities of the Insured/Insured:

- 1) individuals whose life, health and/or property have been damaged;
 - 2) legal entities whose property has been damaged;
 - 3) individuals entitled to compensation for damage in connection with the loss of a breadwinner and reimbursement of funeral expenses;
 - 4) authorized state bodies / organizations – in case of damage to the environment.
- 2.8. Third parties are not:
- a) The Insured, representatives and employees of the Insured, the Insured, representatives and employees of the Insured;
 - b) relatives of the Insured and the Insured up to the third degree of kinship, their spouses, as well as persons related to them up to the second degree of kinship.

3. PROCEDURE AND FORM OF CONCLUSION OF THE CONTRACT

- 3.1. Types of professional activities in the performance of which liability can be accepted for insurance:
 - 1) activities in the field of architecture, urban planning and construction;
 - 2) activities on all types of auditing activities in accordance with the Law of the Republic of Kazakhstan "On Permits and Notifications";
 - 3) activities for all types of brokerage activities in accordance with the Law of the Republic of Kazakhstan "On Permits and Notifications";
 - 4) advocacy and legal consultants;
 - 5) activities in the field of accounting;
 - 6) other types of professional activities by agreement of the parties.
- 3.2. The specific type of professional activity to be insured is specified in the insurance contract concluded between the parties.
- 3.3. The Insurance Agreement shall be concluded on the basis of the Insured's application form (in writing or electronic form), which shall be an integral part of the Insurance Agreement.
- 3.4. Within the framework of these Insurance Rules, the insurance contract is concluded in one of the following ways:
 - 1) the parties conclude an insurance contract in writing on paper or in electronic form;
 - 2) accession of the Insured to these Insurance Rules, developed by the Insurer unilaterally (adhesion agreement), and execution by the Insurer of the insurance policy to the Insurant on paper or in electronic form.

The form of the agreement is established by agreement between the Insurer and the Insured.

- 3.5. The insurance contract must provide for the existence of an insurable interest. Insurable interest is the property interest of the Insured (Insured, Beneficiary) in preventing risks and preventing the occurrence of an insured event.
- 3.6. The Insurance Agreement in writing shall be concluded upon the Insurant's direct application to the Insurer's office (head office, branch, regional office) and (or) through the insurance agent by signing the insurance agreement by the parties on paper, as well as in electronic form with the use by the Insured of an electronic digital signature on the Insurer's Internet resource and (or) the Internet resource of the Insurer's partner.
- 3.7. Insurance agreements in the form of accession of the insurant to these Insurance Rules, developed by the Insurer unilaterally (adhesion agreement), and execution of an insurance policy by the Insurer to the insurant may be concluded in electronic form by exchange of electronic information resources between the Insurant and the Insurer in accordance with the legislation of the Republic of Kazakhstan. The insurance policy must comply with the requirements of the legislation of the Republic of Kazakhstan.
- 3.8. At the conclusion of the insurance contract, the Insured shall inform the Insurer of all the circumstances known to the Insured, which are essential for determining the probability of occurrence of an insured event and the amount of possible losses from its occurrence (insurance risk).
- The Insurant is also obliged to give answers to the questions posed to him by the Insurer in order to determine the insurance risk in relation to the insured risk and to provide the documents requested by the Insurer.
- The Insured is responsible for the correctness of the information about the insured risk.
- The Insurer may not demand that the insurance contract be declared invalid if the circumstances about which the Insured has been silent have already disappeared.
- 3.9. The Insured is obliged to inform the Insurer about the existence of claims, lawsuits from other persons or the existence of court decisions.
- 3.10. The insurance contract shall contain information / essential conditions established by the Civil Code of the Republic of Kazakhstan.
- 3.11. In case of loss of the insurance contract, the Insurer, on the basis of the written application of the Insured, issues a duplicate of the insurance contract, after which the lost insurance contract is considered invalid, and the insurance payment under it is not made.

4. OBJECT OF INSURANCE

- 4.1. The object of insurance is the property interests of the Insured/Insured related to his obligation in the manner established by the legislation of the Republic of Kazakhstan, partial or full compensation for damage, in connection with causing harm to third parties as a result of erroneous actions (inaction) and (or) omissions in the process or as a result of professional activities carried out on the basis of a special permit (license, notification) and (or) requiring special knowledge, experience and (or) qualifications.

5. LIST OF INSURED EVENTS

- 5.1. An insured event is an event upon the occurrence of which the insurance contract provides for the insurance payment.
- The list of insured events in relation to each specific type of professional activity is given in Appendix 1 to the Rules.
- 5.2. An event considered as an insured event must have all the following features:
- 1) probability and randomness of the occurrence of the event;
 - 2) unpredictability as to the specific time or place of the occurrence of the event, as well as the amount of losses as a result of the occurrence of the event;
 - 3) there is no danger that the event must inevitably and objectively occur within the scope of the insurance contract, of which the parties or, at least, the Insured knew or were aware in advance;

- 4) the occurrence of the event has negative, unfavorable economic consequences for the property interest of the Insured (Insured);
 - 5) the occurrence of the event is not related to the will and (or) intent of the Insured (Insured, Beneficiary) and does not provide for the purpose of deriving benefits and (or) obtaining winnings (speculative risk).
- 5.3. The Insurance Agreement may include the risks of causing harm to third parties, namely:
- 1) risk of harm to the life and health of third parties;
 - 2) the risk of causing damage to the property of third parties.
- 5.4. An insured event is the fact of the occurrence of civil liability of the Insured to compensate for harm caused to life, health, damage to the property of third parties, as well as to the environment as a result of the professional activities of the Insured (Insured).
- 5.5. The fact of the occurrence of civil liability of the Insured is a court decision that has entered into legal force, obliging the Insured to compensate for the damage caused by the Insured to third parties.
- 5.6. The fact of the occurrence of the Insured's liability for causing harm to the Victim (event) is recognized as an insured event, provided that:
- 1) causing harm to life/health or damage to the property of third parties is in a direct causal relationship with the professional activities of the Insured;
 - 2) the Insured's action, as a result of which harm (damage) was caused to a third party, was committed by the Insured during the validity period of the Insurance Agreement.
- 5.7. By agreement of the parties, the Insurance Agreement may specify insurance risks and events not specified in the Rules.

6. PROCEDURE FOR DETERMINING THE SUM INSURED

- 6.1. The amount of the insured amount is established by agreement of the parties in the Insurance Agreement.

7. INSURANCE. FRANCHISE

- 7.1. The amount of the insurance premium payable under the Insurance Agreement is calculated according to the insurance rates, taking into account the object of insurance and the nature of the insurance risk.
- 7.2. The insurance premium is subject to payment by the Insured in a lump sum or by agreement of the parties in installments in the form of periodic insurance premiums, in cash or non-cash form.
- 7.3. If the insurance premium or the first insurance premium is not paid on time, the Insurer has the right to terminate the Agreement early from the date of non-payment of the insurance premium. In this case, a written notification of the Insurer to the Insured is not required.
- 7.4. If by the time of the insured event the insurance premium (first insurance installment) is still not paid, the Insurer:
- is exempt from fulfilling its obligations under the Agreement and is not responsible for insured events that occurred during the specified period, or
 - has the right to set off the amount of unpaid insurance premium (insurance premium) when determining the amount of insurance payment.
- 7.5. The insurance contract is concluded with an unconditional or conditional franchise.
- 7.6. The amount of the franchise is established in the contract/Policy by agreement of the parties and is negotiated individually for each specific case.

8. TERM AND PLACE OF VALIDITY OF THE INSURANCE CONTRACT

- 8.1. The Insurance Agreement shall enter into force and become binding on the parties from the day following the day of payment of the insurance premium by the Insured, and if it is paid in installments – from the day following the day of payment of the first insurance premium by the Insured, unless otherwise provided by the insurance agreement.
- 8.2. The Insurance Agreement shall be terminated in accordance with the provisions of these Rules, unless otherwise provided by the Agreement.

8.3. When concluding an insurance contract for a period of less than 1 (one) year, the insurance premium is set in the following amounts of the annual premium (an incomplete month is considered as a full month):

8.4.

Term	1 month or less	2 months	3 months	4 months	5 months	6 months	7 months	8 months	9 months	10 months	11 months
% of the annual insurance premium	20	25	40	50	60	70	75	80	85	90	95

8.5. In case of insurance for a period of more than 1 (one) year, the total insurance premium under the insurance contract is set as the amount of insurance premiums for each year. At the same time, for an incomplete year, the insurance premium is calculated according to the following formula:

$P_{nep} = CT \times (N/12)$, where:

P_{nep} – insurance premium for an incomplete year (when insured for more than one year);

ST is the insurance rate established in the insurance contract;

N is the number of months of insurance coverage in an incomplete year.

8.6. The period of validity of the insurance cover coincides with the term of the insurance contract, unless otherwise provided for by the insurance contract.

8.7. The place of validity of the insurance contract (the territory of insurance) extends exclusively to the territory specified in the insurance contract.

9. RIGHTS AND OBLIGATIONS OF THE PARTIES

9.1. The insurant has the right to:

- 1) require the Insurer to explain the terms of insurance, its rights and obligations under the insurance contract;
- 2) to timely payment of insurance payments;
- 3) for early termination of the insurance contract;
- 4) to change the insurance risk with a commensurate change in the insurance premium;
- 5) to appeal in court against the Insurer's refusal to make the insurance payment;
- 6) on the secrecy of insurance.

9.2. The insurant is obliged to:

- 1) when entering into the Insurance Agreement, inform the Insurer of all circumstances known to it that are essential for the assessment of the insurance risk and the Insurer's decision to enter into the Insurance Agreement;
- 2) inform the Insurer in writing about all concluded and ongoing insurance contracts with other insurance companies in relation to the insured object specified in the Insurance Agreement;
- 3) pay the insurance premium in the amount, procedure and terms established by the Insurance Agreement;
- 4) immediately inform the Insurer about the state of insurance risk during the validity period of the Insurance Agreement;
- 5) obtain the Insured's consent to enter into an insurance contract, if the Insured is not the Insured and the Insurance Agreement imposes certain obligations on the Insured;

- 6) comply with the terms of the Insurance Agreement (violation of the terms of the Insurance Agreement by the Insured is regarded as a violation of the terms of the Insurance Agreement by the Insured);
 - 7) notify the Insurer of the occurrence of an insured event within the time limits established by the Insurance Agreement;
 - 8) take measures to prevent or reduce losses from an insured event;
 - 9) provide the Insurer with all the information available to it that allows it to judge the causes, course and consequences of the insured event, the nature and extent of the loss caused.
- 9.3. The insurer has the right to:
- 1) check the information and documents provided by the Insurant (Insured), as well as the Insurant's (Insured's) compliance with the requirements and terms of the Insurance Agreement;
 - 2) participate in the investigation of the insured event;
 - 3) independently find out the causes and circumstances of the occurrence of the insured event, including sending requests to the competent authorities;
 - 4) to demand from the Insurant (Insured) the information necessary to establish the fact of the insured event, the circumstances of its occurrence;
 - 5) refuse to pay the insurance indemnity in case of intent of the Insured or his authorized representative, as well as in case of non-compliance by the Insured with the terms of the Insurance Agreement, or failure to recognize the event as an insured event, notifying the Insured (Insured/Beneficiary) in writing within the time limits established by the Rules;
 - 6) inspect and verify the existence of circumstances contributing to the increase in insurance risk at any time;
 - 7) early termination of the Insurance Agreement in case of violation by the Insured (Insured) of the terms of the Insurance Agreement;
 - 8) have other rights provided for by the legislation of the Republic of Kazakhstan.
- 9.4. The insurer is obliged to:
- 1) familiarize the Insured with the Insurance Rules and, at his request, submit (send) a copy of the Rules;
 - 2) in the event of an insured event, make an insurance payment in the amount, procedure and terms established in the insurance contract and the Rules;
 - 3) reimburse the Insured (Insured) for the expenses incurred by him/her to reduce losses in case of an insured event;
 - 4) ensure the secrecy of insurance;
 - 5) in case the Insured (Insured) or the victim (Beneficiary) or their representative fails to submit all the documents necessary to make the insurance payment, notify them of the missing documents within 10 (ten) working days from the date of establishing the fact of lack of documents.
- 9.5. The list of rights and obligations of the parties is not exhaustive, certain rights and obligations of the parties are provided for by other clauses of these Rules, may be supplemented/expanded/changed in the Insurance Agreement/insurance policy.

10. ACTIONS OF THE INSURED IN THE EVENT OF AN INSURED EVENT (AN EVENT THAT CAN BE RECOGNIZED AS AN INSURED EVENT OR ENTAIL THE OCCURRENCE OF AN INSURED EVENT)

- 10.1. In the event of an insured event, an event that may be recognized as an insured event or entail the occurrence of an insured event, the Insured shall:
- 1) take all reasonable measures available in the circumstances to prevent or mitigate possible losses;
 - 1) immediately notify the authorized bodies
 - 2) ensure that the event is documented by authorized state and other competent bodies;
 - 3) as soon as possible, but in any case not later than 3 (three) business days, counting from the day when he learned or should have learned about the occurrence of the insured event, notify the Insurer or its authorized representative in writing about the insured event, inform

- him of all known information about the circumstances of the insured event, types and estimated amounts of the damage caused, agree with the Insurer on further actions, as well as submit a written application in the form established by the Insurer. If the insurance contract provides for a different term and (or) method of notification, it must be made within the agreed time and in the manner specified in the contract;
- 4) provide the Insurer with all documents and information necessary to make the insurance payment;
 - 5) to provide the Insurer with the opportunity to inspect or examine the place of the insured event and the harm / damage caused, to investigate the causes and amount of the loss, to participate in measures to reduce the loss.
- 10.2. If the Insured is not the Insured, the obligation to notify the Insurer of the occurrence of the insured event and to take reasonable and available measures in the circumstances to prevent or reduce possible losses falls on the Insured.
 - 10.3. The Beneficiary has the right to notify the Insurer of the occurrence of an insured event under all circumstances, regardless of whether the Insured or the Insured did it or not.
 - 10.4. Failure to notify the Insurer within the stipulated period of the occurrence of an insured event gives him the right to refuse the insurance payment.
 - 10.5. The Insurer or its representatives have the right to participate in the rescue and preservation of damaged property of third parties, indicating to the Insured to take the necessary measures for this.

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

- 11.1. Proof of the occurrence of an insured event, as well as the losses caused by it, lies with the Insured.
- 11.2. To receive the insurance payment, the Insured (Insured) is obliged to document:
 - 1) the fact of occurrence of an insured event;
 - 2) the amount of losses caused.
- 11.3. In order to receive the insurance payment, the Insurant (Insured) must provide the Insurer with the following documents:
 - 1) *To verify identity and comply with the conditions for receiving an insurance payment:***
 - a) an application for the occurrence of an event that has signs of an insured event;
 - b) a copy of the insurance contract;
 - c) power of attorney for the right to represent the interests of the insured, the insured and/or the beneficiary and/or receive the insurance payment;
 - d) a copy of the license/permit (etc.) of the Insured to carry out the activities of the Insured/Insured (if any);
 - e) identity document of the representative of the Insured (Insured);
 - f) certificate of state (accounting) registration (re-registration) of a legal entity (branch, representative office) as of the date of filing an application for an insured event, business identification number (except for cases when a legal entity has not been assigned a business identification number in accordance with the legislation of the Republic of Kazakhstan) or the number under which the non-resident legal entity is registered in a foreign state;
 - 2) *To prove the existence of an insured event:***

a court decision that has entered into legal force, obliging the Insured to compensate for the damage caused by the Insured to third parties and/or the recognition by the Insured of a claim for compensation for harm caused to third parties, with the prior written consent of the Insurer;

 - a) documents drawn up by specially authorized bodies (commissions) carrying out investigation, classification and registration of events considered as insured events, or confirming the fact of occurrence of an insured event;
 - b) an agreement concluded between the Insured/Insured and a third party, and in case of its absence, a ticket, coupon or other evidence issued by the Insured/Insured confirming the existence of the concluded agreement and contractual relations;

- c) a copy of a certificate from health care organizations on the period of temporary disability of the victim in the event of harm to the life or health of the victim or a certificate from specialized institutions on the establishment of the victim's disability - if it is established;
- d) a notarized copy of the Victim's death certificate;
- e) a copy of the document confirming the Beneficiary's right to compensation for damage.
- 3) To prove the amount of losses caused:**
 - a) opinions of independent expert (appraisal) organizations;
 - b) a written claim to the Insured of third parties, or their successors, with the attachment of documents confirming the occurrence of the insured event and the amount of losses;
 - c) a decision of the judicial authorities that has entered into force (or a copy thereof) on the recovery of the amount of losses in favor of third parties from the Insured, who has carried out professional activities;
 - d) other documents confirming the amount of damage caused.
- 11.4. The Insured (Insured, Beneficiary) has the right to submit other evidence confirming the occurrence of the insured event and the amount of losses caused.
- 11.5. The specific list of documents is determined in the Insurance Agreement.
- 11.6. In order to obtain more complete information about the event, the Insurer has the right to request data, information and documents from the competent authorities (internal affairs bodies, fire supervision, emergency technical services, emergency services of the gas network, etc.), enterprises, institutions and organizations, individuals who have information about the circumstances of the occurrence of the event, as well as independently find out the causes and circumstances of its occurrence.
- 11.7. The right to request information and documents from the competent authorities is not a direct obligation of the Insurer.
- 11.8. The insurance contract may provide for other conditions for the insurance payment.

12. PROCEDURE AND CONDITIONS FOR INSURANCE PAYMENT

- 12.1. After receiving from the Insured all the documents necessary for the Insurer to make a decision on the claimed insurance event, the Insurer shall perform the following actions:
 - 1) establishes the fact of occurrence of an event that has signs of an insured event; check the compliance of the information provided in the Insured's application; determines the fact and causes of the occurrence of the event as a result of which the damage was caused; determines the need to involve experts, traffic safety inspectors, performs other actions;
 - 2) determines the amount of damage caused as a result of the event;
 - 3) if the event is recognized as an insured event and there are no grounds for refusal to make an insurance payment, determine the amount of insurance payment.
- 12.2. The insurance indemnity shall be made by the Insurer on the basis of the documents provided by the Insured (Insured, Beneficiary) specified in the Rules and the Insurance Agreement.
- 12.3. The insurance payment shall be made by the Insurer to the Beneficiary within the limits of the insured amount. The insurance payment cannot exceed the amount of actual damage.
- 12.4. The Insurer is exempt from making the insurance payment in terms of those losses that have arisen as a result of the fact that the Insured (Insured) intentionally did not take reasonable and available measures to reduce possible losses.
- 12.5. Insurance payment shall not be made if the Insurant (Insured) has not submitted the documents specified in the Rules, or has provided knowingly false information regarding the circumstances of the damage and its amount.
- 12.6. The insurance contract, under which the insurance payment has been made, remains in force until the end of its validity period in the amount of the insurance amount equal to the difference between the insurance amount stipulated by the insurance contract and the amount of the insurance payment made, unless otherwise specified in the insurance contract.
- 12.7. The Insurer shall be obliged to make a decision on making the insurance payment and make the insurance payment or make a decision on refusal to make the insurance payment and send a

written reasoned notice to the Insured within 20 (twenty) working days from the date of receipt of the last document.

- 12.8. The deadline for consideration of documents and making insurance payment under voluntary insurance contracts of Insurants - individuals, after submission of all necessary documents to the Insurer, is no more than 15 (fifteen) business days.
- 12.9. In the event that the decision to make the insurance payment cannot be made within the established time limits, additional information or data to the submitted documents is required, the Insurer shall notify the Insurant – individual (Insured, Beneficiary) with an explanation of the reasons for the need to extend the terms of insurance payment. At the same time, the period does not exceed 15 (fifteen) working days from the date of the deadline for consideration of documents for insurance payment, under voluntary insurance contracts of Insurants - individuals.
- 12.10. If, with the written consent of the Insurer, the Insured has compensated the losses to the victim (third party) himself, the insurance payment shall be made to the Insured after receiving a duly executed receipt of the third party or other document evidencing the compensation of the loss and a written waiver of claims against the Insured, duly executed.
- 12.11. The Insurer shall be liable for untimely implementation of insurance payment in accordance with Article 353 of the Civil Code of the Republic of Kazakhstan.
- 12.12. An insurer has the right to postpone making a decision on insurance payment for 3 (three) months in the event that a request is sent to the authorized bodies until an official response is received, if it has reasonable doubts about the authenticity of the documents confirming the insured event or the amount of losses, until the authenticity of such documents is confirmed.
- 12.13. In case of reinsurance of major risks (the insurance amount of which exceeds 1,000,000,000 tenge), the period for making a decision on the insurance payment may be postponed for a period of 3 (three) months to receive a share of the reinsurance payment from the reinsurance organization(s).
- 12.14. Based on the results of consideration of the documents submitted by the Insured (Insured, Beneficiary) to confirm the occurrence of the insured event and the amount of damage caused, the Insurer shall take one of the following actions:
 - 1) makes an insurance payment.
 - 2) refuses to make an insurance payment
 - 3) makes a decision on the impossibility to make or refuse to make an insurance payment.
- 12.15. The insurer shall make the insurance payment or refuse to make the insurance payment in the manner specified in these Rules.
- 12.16. The Insurer's decision on the impossibility to make or refuse to make the insurance payment shall be made if it is impossible to establish from the submitted documents the circumstances of the event that has occurred, the amount of damage caused as a result of the occurrence of such an event, the fulfillment by the Insurant (the Insured, the Beneficiary) of its obligations.
- 12.17. In turn, the impossibility of establishing the circumstances specified in the Insurer's decision does not allow the Insurer to make a decision on making or refusing to make an insurance payment, taking into account the provisions of the Insurance Rules, the terms of the Insurance Agreement/Appendices to these Rules.
- 12.18. In this case, the Insurer in its decision shall indicate which circumstances of the event and/or the amount of damage caused as a result of the occurrence of such an event, the facts of the Insured's (Insured, Beneficiary's) fulfillment of its obligations, cannot be established and what actions the Insured (Insured, Beneficiary) should take.
- 12.19. The Insurer's refusal to make the insurance payment may be appealed by the Insured in court.
- 12.20. The procedure for consideration of insured events is carried out in writing and in electronic form by exchanging electronic information resources between the Insurer, the Insured (Insured, Beneficiary) and the organization for the formation and maintenance of the database.
- 12.21. The procedure for the exchange of electronic information resources between the organization for the formation and maintenance of the database and the Insurer, the

Insurer and the Insurant (Insured, Beneficiary) shall be determined by the regulatory legal act of the authorized body.

13. DETERMINATION OF THE AMOUNT OF LOSSES AND THE AMOUNT OF INSURANCE PAYMENT

- 13.1. The insurance payment is made in favor of the person who suffered harm to life/health as a result of the insured event, to the owner of the property to whom the damage was caused, in the amount of actual damage, but not more than the insurance amount or the limit of insurance payment established by the Insurance Agreement.
- 13.2. The amount of damage caused to the Victim is determined on the basis of the submitted documents, but not more than the insurance amount or the limit of insurance payment established by the insurance contract.
- 13.3. At the same time, the amount of insurance payment in case of damage to property is calculated based on the assessment report of an independent expert, minus depreciation and deductible. In case of destruction, loss, destruction of property, the amount of insurance payment is determined by the Insurer taking into account depreciation based on its market value, but not more than the insurance amount under the insurance contract, minus the balances and deductible suitable for further operation.
- 13.4. When calculating the amount of insurance payment for damage caused to life/health of a third party and property, limits shall be applied in the monthly calculation index (MCI) established in accordance with the current legislation of the Republic of Kazakhstan, as of the date of insurance payment.
- 13.5. The limit of the Insurer's liability for one insured event is:
 - a) for harm caused to life/health, the limit of insurance payment is determined by the Insurer in aggregate for all Victims not more than 10,000 MCI, and for each Victim is not more than 2000 MCI, of which:
 - in case of death - 2,000 (two thousand) MCI;
 - in case of disability of group I - 1600 (one thousand six hundred);
 - in case of disability of group II - 1200 (one thousand two hundred);
 - in case of disability of group III - 800 (eight hundred);
 - in case of temporary disability - no more than 60% of the average daily earnings/income for each day of disability (excluding holidays and weekends), but not more than 1,000 MCI; if the Victim does not have earnings/income, the amount of payment is 1 MCI for each day of disability (excluding holidays and weekends), but not more than 1,000 MCI. At the same time, the first 7 days of temporary disability are not covered by the insurance contract.
 - b) for damage caused to the property of each Victim not more than 2000 MCI, but in total for all Victims not more than 10,000 MCI.
 - (c) For damage caused to the environment not more than 10,000 MCI.In any case, the amount of payment, taking into account the above limits, may not exceed the amount of the insurance amount established by the insurance contract.
- 13.6. In the event of disputes between the parties about the causes and amount of losses, each of the parties has the right to demand an additional independent examination. Such an examination is carried out at the expense of the party that requested it.
- 13.7. The insurer has the right, with the consent of a third party, in the event of loss of property, instead of insurance payment, to compensate the third party for losses in kind, i.e. to provide similar property instead of the lost property.
- 13.8. Expenses incurred by the Insured in order to prevent or mitigate losses shall be reimbursed 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. The Insurance Agreement may provide for a limit on the above expenses in relation to the insured amount.

Such expenses are reimbursed in actual amounts, however, so that the total amount of insurance payment and compensation for expenses does not exceed the insurance amount provided for by the insurance contract for the risk of damage to the property of third parties.

- 13.9. Unless otherwise specified in the insurance contract, the amount of actual damage is determined by:
- 1) in case of complete destruction, destruction (loss) of property – in the amount of the estimated value of the property, but not higher than the insurance amount specified in the insurance contract minus the available balances suitable for use and sale, taking into account depreciation. Total loss (destruction) of property is considered to be such damage to property when the costs of its repair (restoration), taking into account depreciation, exceed 80% of the actual value of the property. The degree of damage is determined for each object separately;
 - 2) in case of partial damage - in the amount of damage determined in the appraisal report drawn up by an independent licensed appraiser, taking into account depreciation and depreciation.
- 13.10. Unless otherwise specified in the insurance contract, the following shall not be taken into account and shall not be covered by the insurance when determining the amount of actual damage:
- 1) expenses for technical, preventive and warranty maintenance of property;
 - 2) works related to the reconstruction and re-equipment of property, repair or replacement of its individual parts, parts and assemblies due to their depreciation, technical defects and for other reasons not related to the insured event;
 - 3) the cost of repair or replacement of parts (parts, etc.) of property, the damage to which is not caused by an insured event;
 - 4) the cost of missing parts (parts, assemblies, etc.), the absence of which is not directly related to the insured event in question;
 - 5) costs associated with the application of excess tariffs, rates and coefficients;
 - 6) other expenses leading to an increase in the value of the damaged property.

14. EXCLUSIONS FROM INSURED EVENTS AND LIMITATION OF INSURANCE

- 14.1. Except for the cases provided for by Article 839 of the Civil Code of the Republic of Kazakhstan, 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) any activity other than professional (specified in the Insurance Agreement);
 - 2) losses directly or indirectly caused by or in connection with:
 - a) noise (audible to a person or not), vibration, acoustic shock and any phenomenon associated with this phenomenon;
 - b) electrical, electromagnetic and/or radio interference;
 - 3) nuclear reaction and/or radioactive radiation, radioactive contamination of any origin, regardless of whether death, disease or damage is a direct or indirect consequence thereof;
 - 4) harm associated with genetic consequences for persons living in the contaminated and contaminated territory as a result of the incident;
 - 5) damage to other persons resulting from damage to power lines, as well as pipelines;
 - 6) constant, regular or long-term thermal influence or exposure to gases, vapors, rays, liquids, moisture or any, including non-atmospheric precipitation (soot, soot, smoke, dust, etc.). These damages, however, are subject to compensation if the above impact is sudden and unforeseen;
 - 7) violation by the Insured of fire safety rules and other rules for the operation of household, industrial and other equipment;
 - 8) wear and tear of structures, equipment, materials used, including in excess of the standard service life;
 - 9) activities of personnel who are not authorized to do so, or who have missed the time of instruction, retraining, as well as persons suffering from mental illnesses, epilepsy and other diseases that limit their legal capacity;
 - 10) failure by the Insured to eliminate within the period agreed with the Insurer the circumstances that significantly increase the degree of risk, the need for elimination of

which was indicated to the Insured by the Insurer in accordance with generally accepted standards;

- 11) actions / inactions of the Insured / Insured, employees of the Insured / Insured, committed in a state of intoxication of any form, caused by the use of alcohol, narcotic drugs or other intoxicating substances or the use of medicines for non-medical purposes;
 - 12) natural disasters, namely: earthquakes, volcanic eruptions or underground fire, landslide, mountain landslide, storm, whirlwind, hurricane, flood, hail or downpour, etc.;
 - 13) activities of the Insured/Insured during the period of suspension of the license/other permit document or its absence in the relevant chamber (if mandatory) to carry out the insured activity or after the end of its validity.
- 14.2. The insurance cover does not apply to claims and/or claims:
- 1) on compensation for damage caused outside the territory of insurance;
 - 2) damage exceeding the amount of the insurance amount established by the insurance contract;
 - 3) claims arising in connection with a fact, situation, circumstance, error or insured event, which were known to the Insured as of the date of commencement of the insurance contract;
 - 4) the culprit of causing damage, in which the Victim himself/herself appears;
 - 5) on damage caused as a result of the activities/actions of the facility, the activities of which are associated with the danger of causing harm to third parties or an environmentally hazardous type of activity.
- 14.3. The following are not subject to refund:
- 1) losses incurred as a result of the imposition of fines, penalties and other sanctions (whether civil, criminal, administrative or contractual);
 - 2) claims for compensation for moral damage, indirect losses of third parties, which include: increase in expenses, lost profits caused by downtime of production, activities, etc. as a result of an insured event;
 - 3) expenses of the Insured for the destruction of unsuitable (lost) property.
- 14.4. In accordance with the Rules, the Insurer is liable if the insured event resulted in accidental and unintentional harm to life/health, damage to the property of third parties, except for the following cases:
- 1) compensation for damage caused by the use of means of air, water, rail, road transport or as a carrier, means of transport;
 - 2) compensation for harm to an employee, in which case the Insured's liability occurred as a result of an accident in the course of the employee's performance of labor duties;
 - 3) compensation for damage caused during construction and installation works, oil operations;
 - 4) causing damage as a result of activities/actions to pay tax, customs, and other payments to the budget.
- 14.5. Except for the cases provided for by the legislation of the Republic of Kazakhstan and the Rules, the Insurer has the right to refuse to make an insurance payment if the Insured has submitted a written application (notification) on an insured event in violation of the term established by the Agreement;
- 14.6. Failure by the Insured to comply with the terms of the Insurance Agreement, as well as the provisions of the current legislation of the Republic of Kazakhstan and the Rules entails a refusal to make an insurance payment to the Beneficiary. Exemption of the Insurer from making the insurance payment to the Insured at the same time exempts the Insurer from making the insurance payment to the Beneficiary.

15. CONSEQUENCES OF AN INCREASE IN THE FEAR RISK DURING THE PERIOD OF INSURANCE CONTRACTS

- 15.1. During the validity period of the Insurance Agreement, the Insurant (Insured) shall immediately, but in any case not later than 3 (three) business days, as it became known to the Insurant, inform

the Insurer in writing about significant changes in the circumstances that have become known to him, communicated to the Insurer at the conclusion of the Insurance Agreement by sending a letter to the Insurer, if these changes may significantly affect the increase in the insurance risk.

- 15.2. In any case, the following changes are recognized as significant:
 - 1) changes in the types of activities of the Insured/Insured;
 - 2) the presence of double insurance;
 - 3) changes in the conditions/information specified in the Insured's application when concluding the Insurance Agreement.
- 15.3. The insurance contract may also stipulate other significant changes that affect the increase in the degree of insurance risk.
- 15.4. The Insurer, notified of the circumstances entailing an increase in the insurance risk, has the right to demand a change in the terms of the Insurance Agreement and payment of an additional insurance premium in proportion to the increase in the insurance risk.
- 15.5. If the Insured or the Insured objects to the change of the terms of the Insurance Agreement or additional payment of the insurance premium, the Insurer has the right to demand termination of the Insurance Agreement in accordance with the legislation of the Republic of Kazakhstan. In this case, the procedure for returning the insurance premium to the Insured is established by the Insurance Agreement.
- 15.6. If the Policyholder or the Insured fails to fulfill the obligations specified in clause 15.1. of these Rules, the Insurer has the right to demand termination of the Insurance Agreement and compensation for losses caused by termination of the Insurance Agreement.
- 15.7. The Insurer shall not be entitled to demand termination of the Insurance Agreement if the circumstances leading to an increase in the insurance risk have already disappeared.

16. SECRECY OF INSURANCE

- 16.1. Insurance secrecy includes information about the amount of the insurance amount, paid insurance premiums, other terms and conditions of the Insurance Agreement related to the personality of the Insured, the Insured or the Beneficiary. Information on insurance (reinsurance) contracts concluded by an insurance (reinsurance) organization in the process of liquidation shall not be classified as an insurance secrecy.
- 16.2. Legislative acts on insurance and insurance activities may provide for other conditions and procedure for disclosure of information constituting the secrecy of insurance.
- 16.3. Officials, employees of the Insurer, insurance agents and other persons who, by virtue of the performance of their duties, have gained access to information constituting the secret of insurance, for their disclosure shall be liable as provided for by the laws of the Republic of Kazakhstan.
- 16.4. Insurance secrecy may be disclosed to a third party on the basis of the written consent of the Insured (Insured, Beneficiary).
- 16.5. The secrecy of insurance may be disclosed to the Insurance Ombudsman on the basis of applications from individuals and legal entities for the settlement of disagreements arising from insurance contracts.
- 16.6. Information containing the secrecy of insurance shall be provided:
 - 1) to the representative of the Insured (Beneficiary) - on the basis of a notarized power of attorney;
 - 2) to the body of inquiry and preliminary investigation - in criminal cases in its proceedings;
 - 3) to the court - in cases before it on the basis of a court ruling or decision;
 - 4) to the prosecutor - on the basis of a decision to conduct an inspection within his competence on the materials under consideration;
 - 5) to the authorized body for financial monitoring - for the purposes and in the manner provided for by the Law of the Republic of Kazakhstan "On Combating the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism";
 - 6) of the State Corporation "Government for Citizens" for the purposes provided for by the Law of the Republic of Kazakhstan "On Pension Provision in the Republic of Kazakhstan";

- 7) to the authorized state body that manages in the field of ensuring tax revenues and other obligatory payments to the budget in accordance with the tax legislation of the Republic of Kazakhstan in relation to:
 - ✓ insurance contracts concluded by the inspected individuals;
 - ✓ endowment insurance contracts, the Beneficiaries of which are non-resident individuals;
 - ✓ endowment insurance contracts, the Beneficiaries of which are individuals specified in the request of the authorized body of a foreign state sent in accordance with an international treaty of the Republic of Kazakhstan.
 - 8) to the national security bodies of the Republic of Kazakhstan in relation to contracts of compulsory insurance of civil liability of vehicle owners - for the purposes and in the manner provided for by the Law of the Republic of Kazakhstan "On National Security Bodies of the Republic of Kazakhstan", and in relation to other insurance contracts - with the sanction of the prosecutor;
 - 9) the State Security Service of the Republic of Kazakhstan with the approval of the prosecutor for the purpose of preventing, uncovering and suppressing intelligence and (or) subversive actions;
 - 10) to the authorized state body - on issues related to the supervision of insurance activities;
 - 11) an insurance holding company that is a resident of the Republic of Kazakhstan – for the purposes of calculating the prudential standards of the insurance group, as well as the formation of the risk management and internal control system of the insurance group;
 - 12) other persons in accordance with the legislative acts of the Republic of Kazakhstan on insurance and insurance activities.
- 16.7. In the event of the death of the Insured, the Insured, the Beneficiary, the information containing the secrecy of insurance shall be issued:
- 1) Heirs;
 - 2) courts and notaries in inheritance cases in their proceedings on the basis of a ruling, court decision or written request of a notary, certified by his seal. A copy of the Insured's death certificate must be attached to the notary's written request;
 - 3) foreign consular offices - on inheritance cases in their proceedings.
- 16.8. The general terms and conditions of insurance activities, the list of insurance services offered, insurance tariffs, insurance terms, as well as other basic terms and conditions of the insurance (reinsurance) contract are open information and cannot be the subject of insurance secrecy and commercial secrets.
- 16.9. In case of disclosure by the Insurer of the information constituting the secrecy of insurance, the Insured (Insured, Beneficiary) shall have the right to demand compensation for the losses caused, and in appropriate cases - compensation for moral damage.

17. TERMS OF TERMINATION OF THE INSURANCE CONTRACT

- 17.1. The Insurance Agreement shall be terminated in the following cases:
- 1) expiration of the Insurance Agreement;
 - 2) early termination of the Insurance Agreement;
 - 3) the Insurer's insurance payment (insurance payments) in the amount of the insurance amount determined by the terms of the Insurance Agreement.
- 17.2. In addition to the general grounds for termination of obligations provided for by the Civil Code of the Republic of Kazakhstan, the Contract is terminated early in the following cases:
- 1) when the object of insurance ceased to exist;
 - 2) death of the insured who is not an insurant, when his replacement did not take place (paragraph 8 of Article 815 of the Civil Code of the Republic of Kazakhstan);
 - 3) alienation by an insurant of an object of property insurance, if an insurer objects to the replacement of an insurant, and the contract or legislative acts of the Republic of Kazakhstan do not establish otherwise (paragraph 1 of Article 836 of this Code);

- 4) termination of entrepreneurial activity in accordance with the established procedure by the insurant who has insured his entrepreneurial risk or civil liability related to this activity;
- 5) when the possibility of occurrence of an insured event has disappeared and the existence of the insured risk has ceased due to circumstances other than the insured event;
- 6) entry into force of a court decision on compulsory liquidation of an insurer, except for cases provided for by the Law of the Republic of Kazakhstan "On Insurance Activities";
- 7) changes in the terms and information included in the insurance policy issued by the insurer in the manner prescribed by the legislative acts of the Republic of Kazakhstan;
- 8) in cases provided for by the Law of the Republic of Kazakhstan "On Insurance Activities".

In these cases, the Insurance Agreement shall be deemed terminated from the moment of occurrence of the circumstance provided for as a ground for termination of the Insurance Agreement, of which the interested party shall notify the other party in the manner and within the time limits provided for by the Rules.

- 17.3. The policyholder has the right to withdraw from the insurance contract at any time.
- 17.4. Return of the insurance premium (insurance premium) in case of liquidation of the Insurer shall be carried out in accordance with the priority of satisfaction of creditors' claims established by the legislation of the Republic of Kazakhstan on insurance and insurance activities.
- 17.5. The Parties are obliged to notify each other of the intention to terminate the Agreement early at least 30 (thirty) calendar days before the expected date of termination.
- 17.6. In case of early termination of the Agreement at the request of the Insured on the grounds provided for in paragraph 1 of Article 841 of the Civil Code of the Republic of Kazakhstan, the Insurer shall return the insurance premium paid by the Insured for the unexpired period of the Insurance Agreement minus the expenses incurred, which amount to 30% of the amount of the insurance premium, as well as minus the insurance payments made in respect of this insured object under the Insurance Agreement. If the Insured's claims are due to the Insurer's failure to perform or improper performance of the terms of the Insurance Agreement, the Insurer shall fully refund to the Insured the insurance premium paid by him.
- 17.7. In case of refusal of the Insured-individual from the Insurance Agreement, within fourteen calendar days from the date of its conclusion, the Insurer shall be obliged to return to the Insurant-individual the insurance premium (insurance premiums) received minus a part of the insurance premium (insurance premiums) in proportion to the time during which the insurance was in effect and the costs associated with the termination of the Insurance Agreement, not exceeding ten percent of the insurance (received) received premiums (insurance contributions).
- 17.8. In case of early termination of the Insurance Agreement at the request of the Insurer, the latter shall return to the Insured the insurance premium paid by him for the unexpired period of the Insurance Agreement minus the costs incurred for conducting the case in the amount of 30% of the total amount of the insurance premium, as well as minus the insurance payments made in respect of this insured object under the Insurance Agreement. If the Insurer's claims are due to the Insured's failure to perform or improper performance of the terms and conditions of the Insurance Agreement, the Insurer shall not refund to the Insured the insurance premiums paid by him.
- 17.9. In case of early termination of the Insurance Agreement at the request of the Insured on the grounds provided for in paragraph 2 of Article 841 of the Civil Code of the Republic of Kazakhstan, if it is not related to the circumstances specified in paragraph 1 of Article 841 of the Civil Code of the Republic of Kazakhstan, the insurance premium paid to the Insurer, or part thereof, shall not be refunded.
- 17.10. In case of late payment of the next insurance premium, when paying the insurance premium in installments, the insurance coverage under the Insurance Agreement is suspended from the day following the day of the overdue date for payment of the next insurance premium, and in the event of an insured event in this period, the Insurer has the right to refuse the insurance payment. Insurance coverage is renewed from the moment of payment of the next installment in the manner prescribed by the Insurance Agreement;
- 17.11. The conditions, grounds and consequences of invalidation of an insurance contract shall be determined in accordance with the Civil Code of the Republic of Kazakhstan.

18. ADDITIONAL TERMS. DISPUTE RESOLUTION PROCEDURE

- 18.1. By agreement between the Insured and the Insurer, the Insurance Agreement may be concluded, providing for the amendment, exclusion of certain provisions of the Rules, as well as additional conditions determined at the conclusion of the Insurance Agreement.
- 18.2. The terms and conditions contained in the Rules and not included in the text of the Insurance Agreement shall be binding on the parties if the Agreement expressly indicates the application of such rules and the Rules themselves are set forth in the Insurance Agreement or attached to the Insurance Agreement. In the latter case, the provision of the Rules to the Insured at the conclusion of the Insurance Agreement must be certified by the parties in the Insurance Agreement.
- 18.3. All changes and additions to the Insurance Agreement shall be made in writing by entering into an additional agreement between the Insured and the Insurer.
- 18.4. All disputes arising between the Insurer and the Insured (Beneficiary) shall be considered directly by the parties through negotiations.
- 18.5. In the event of disputes, the Parties are obliged to comply with the following pre-trial dispute settlement procedure:
 - In the event of a dispute, the Party is obliged to file a written claim with the other Party and receive a response to the claim. If the Party refuses to satisfy the requirements set forth in the claim, or does not give a written response to the claim within 15 (fifteen) business days from the date of receipt of the claim, or fails to take actions indicating partial or full recognition of the claim, the Party applies to the insurance ombudsman to resolve the dispute. In fact, the insurance ombudsman is a mandatory stage of compliance with the pre-trial stage of dispute resolution. At the same time, the execution of the decision of the insurance ombudsman for the Insured (Insured, Beneficiary) is not mandatory
 - In the event of a dispute regarding the contestation of the amount of insurance payment, the Insured (Insured, Beneficiary) shall be obliged to receive the undisputed part of the insurance payment, after which he shall perform the actions specified in subparagraph 1) of this paragraph.
- 18.6. If an agreement is not reached and it is impossible to settle the dispute in a pre-trial manner, the Parties file a claim with the court of the Medeu district of Almaty (if one party to the dispute is an individual or) or the specialized inter-district economic court of Almaty (if the dispute is between legal entities or individual entrepreneurs), that is, contractual jurisdiction is established.
- 18.7. These Insurance Rules are drawn up in 2 (two) copies in the state and Russian languages. In case of discrepancy between the content of the text of these Rules drawn up in the state language and the content of the text of these Rules drawn up in Russian, the Parties shall be guided by the text of these Rules drawn up in Russian.

Insured events depending on the type of professional activity

Type of professional activity	Risks
Activities of an architect, engineer (in terms of design)	<p>The fact that the Insured/Insured as a result of the activities of an architect, engineer (in terms of design) caused harm to the life, health, property of other persons (which entailed the presentation of justified claims to the Insured (responsible person) for compensation for the damage caused) as a result of:</p> <ol style="list-style-type: none"> 1) professional negligence in the preparation of plans, specifications, project documentation; 2) professional negligence in supervising construction and installation works; 3) professional negligence, expressed in the wrong choice of loads, rules and design standards.
Auditing activities:	<p>The fact that the Insured/Insured, the Insured's/Insured's employees as a result of auditing activities under contracts for the audit of accounting (financial) statements (audit of accounting (financial) statements, which is not mandatory) caused damage to the property (property rights) of audited entities as a result of:</p> <ol style="list-style-type: none"> 1) professional negligence contained in written recommendations and/or audit reports; 2) failure to identify errors, miscalculations, omissions made by the audited entity (its employees) and contained in the accounting (financial) documentation of the audited entity; 3) unintentional loss or damage (which led to the impossibility of further use) of the Insured/Insured (by the responsible person of the Insured/Insured), by the Insured's/Insured's employees the period of audit of accounting (financial) statements, payment and settlement documentation, tax returns and other documents received by the Insured/Insured (by the responsible person of the Insured/Insured), by the Insured's employees / Insured from audited persons in the course of the audit, if the transfer of these documents was recorded in writing.
Activities of an insurance broker	<p>The fact that the Insured/Insured, the Insured's/Insured's employees caused damage to the property (property rights) of a third party (which resulted in the presentation of justified claims to the Insured for compensation for the damage caused) as a result of the activities of the insurance broker.</p>
Legal Services Activities	<p>The fact of occurrence of civil liability by the Insured/Insured, employees of the Insured/Insured for compensation for damage caused to the property interests of third parties to whom legal assistance is provided in accordance with the contract, as a result of professional mistakes made by the Insured Person in the provision of legal assistance.</p> <p>Professional mistakes are:</p> <ol style="list-style-type: none"> 1) omission of procedural deadlines; 2) incorrect paperwork; 3) failure to notify the person to whom legal assistance is provided in accordance with the agreement about the consequences of the legal actions taken that caused damage to him/her; 4) loss or damage of documents received by the Insurant (Insured Person) from the client for the provision of legal assistance; 5) unlawful disclosure of information constituting attorney-client privilege. <p>An insured event is considered to have occurred if the damage caused to third parties to whom legal assistance is provided in accordance with the contract was the result of an unintentional violation of professional duties by the Insured (Insured Person).</p>

Activities in the field of accounting	<p>The fact of causing damage to the property (property rights) of customers by the Insured/Insured, employees of the Insured/Insured as a result of carrying out activities in the field of accounting under contracts for the establishment, restoration and maintenance of accounting and (or) tax accounting, which entailed the presentation of justified claims to the Insured for compensation for the damage caused, as a result of:</p> <ol style="list-style-type: none"> 1) errors, miscalculations, omissions made by the Insured/Insured (responsible person of the Insured/Insured), employees of the Insured/Insured; 2) unintentional loss or damage of the Insured/Insured (by the responsible person of the Insured/Insured), employees of the Insured/Insured in the course of providing services for the establishment, restoration and maintenance of accounting and (or) tax accounting of accounting (financial) reporting documents and other documents received by the Insured/Insured (by the responsible person of the Insured/Insured), employees of the Insured/Insured from customers in the course of work on the establishment, restoration and maintenance of accounting and (or) tax accounting, if the transfer of these documents was recorded in writing.
Security activities	<p>The fact that the Insured/Insured, the Insured's/Insured's employees caused damage to the property/life, health of the Beneficiary, as a result of professional activities, namely:</p> <ol style="list-style-type: none"> 1) when preventing or suppressing a crime, namely: theft, robbery, robbery; 2) when preventing the penetration of unauthorized persons into the protected area; 3) when using weapons and special means in the course of security activities; 4) when using special equipment, restricting access to the protected area (barriers, etc.). 5) when the Insured uses the premises (devices) in the protected area used directly for security activities.

Note:

Specific types of insured events/risks accepted for insurance are specified in the Insurance Agreement.