

"APPROVED"

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

RULES

**VOLUNTARY INSURANCE
FROM OTHER FINANCIAL LOSSES
Insurance Company Basel JSC**

Almaty, 2025

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1. GENERAL PROVISIONS.

- 1.1. These Rules of Voluntary Insurance against Other Financial Losses (hereinafter referred to as the Rules) have been developed in accordance with the Civil Code of the Republic of Kazakhstan, the Law of the Republic of Kazakhstan "On Insurance Activities" dated December 18, 2000 No. 126-II and other regulatory legal acts of the Republic of Kazakhstan and regulating legal relations arising in the field of insurance, establishing the legal, economic and organizational basis for its implementation.

- 1.2. Unlawful interests of the Insured are not subject to insurance.

- 1.3. Basic concepts used in these Rules:

Agreement – an agreement under which one party (the Insured) undertakes to pay the insurance premium, and the other party undertakes to make an insurance payment to the Insured or another person in whose favor the contract is concluded (the Beneficiary) within the amount (insurance amount) specified in the contract;

Insurer – Basel Insurance Company JSC;

Insured – an individual or legal entity that has entered into an Agreement with the Insurer;

Beneficiary – in accordance with the legislation on insurance activities, the Insured;

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.

Sum insured – the amount of money for which the object of insurance is insured, and which is the maximum amount of liability of the Insurer in the event of an insured event;

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 in the amount determined by the Agreement;

Insured Event – an event provided for by these Rules and/or the Agreement, upon the occurrence of which the Insurer is obliged to make an insurance payment to the Insured (Beneficiary) or other person in whose favor the Agreement is concluded;

Insurance indemnity – the amount of money paid by the Insurer to the Insured (Beneficiary) within the insured amount in the event of an insured event;

Insurance Territory – the territory to which the Insurer's insurance coverage under the Agreement applies.

Franchise is the Insurer's exemption from insurance payment under the insurance contract in the established amount provided for by the terms of insurance. Franchise can be conditional (non-deductible) and unconditional (deductible). In case of conditional deductible, the Insurer is exempt from insurance payment not exceeding the established amount of the deductible, but must compensate for damage in excess of this amount.

Subrogation is the transfer to the Insurer who paid the insurance indemnity of the right to demand compensation from the person responsible for the damage caused to the Insured (Insured) within the limits of the compensated damage.

Adjuster is an employee of an insurance (reinsurance) organization or an independent appraisal company, whose functions include consideration of an insurance claim and assessment of damage from an insured event.

Counterparty – legal entities, as well as capable individuals with whom the Insured is in contractual relations.

Transaction is an agreement in accordance with the current legislation of the Republic of Kazakhstan, concluded between the Insured and its Counterparty.

Loss – losses mean expenses that have been incurred or should be incurred by the person whose right has been violated, loss or damage to his property (real damage), as well as lost income that this person would have received under normal conditions of turnover, if his right had not been violated (lost profit).

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".

- 1.4. Under the Agreement, only the risk of the Insured himself can be insured and only in his favor.

2. OBJECT OF INSURANCE

The object of insurance is the property interests of the Insured, which do not contradict the current legislation of the Republic of Kazakhstan, associated with the risk of losses as a result of loss of income, adverse natural phenomena, continuous, unforeseen expenses, loss of market value and other losses as a result of financial and economic activities.

3. INSURED EVENT

- 3.1. In accordance with these Rules, risks from other financial losses when the Insured carries out financial and economic activities are subject to insurance.
- 3.2. Insured events in accordance with these Rules are events as a result of which the Insured suffered losses during the term of the Agreement, in connection with the occurrence of the following events:
 - 3.2.1. Loss of income as a result of:
 - 1) Termination of the employment contract:
 - at the initiative of the employer in cases of liquidation, bankruptcy of the organization, termination of the employer's activities;
 - at the initiative of the employer in connection with the reduction in the number or staff of the organization;
 - at the initiative of the employer in connection with the change of ownership of the organization;
 - on the basis of the Insured's refusal to continue work in connection with a change in the terms of the employment contract determined by the parties (for reasons related to a change in organizational and technological working conditions);
 - on the basis of the Insured's refusal to transfer to work in another location.
 - 2) Suspension/loss of employment as a result of:
 - the Insured's sick leave as a result of illness;
 - assignment of disability to the Insured – I, II, III groups.
 - and other cases specified in the insurance contract.
 - 3.2.2. Losses incurred as a result of unforeseen, accidental and beyond the control of the Insured, including, but not limited to:
 - 1) loss or depreciation of real investments;
 - 2) interruption in production (the reasons for the interruption in production are specified in the Insurance Agreement);
 - 3) damage, destruction or theft, theft of property (the reasons that caused these circumstances are indicated in the Insurance Agreement);
 - 4) force majeure, i.e. extraordinary and unavoidable circumstances;
 - 5) impossibility of registration of ownership of real estate under expiration of 6 (six) months from the date of expiration of the transaction (equity participation agreement in construction, construction contract, etc.) through no fault of the Insured;
 - 6) failure by the Counterparty to sign the act of commissioning of the real estate object within 6 (six) months from the date specified in the transaction (shared construction participation agreement, construction contract, etc.) as the date of commissioning of the object;
 - 7) failure by the Counterparty to transfer the real estate item specified in the transaction

- (equity participation agreement in construction, construction contract, etc.), to the Insured (Person whose financial risk is insured) within 6 (six) months from the date of expiration of the Counterparty's obligations under the transaction;
- 8) alienation (sale, transfer, etc.) of the real estate object by the Counterparty simultaneously to several persons, including the Insured (the Person whose financial risk is insured);
- 3.2.3. the Insured's losses as a result of inflation risks;
- 3.2.4. losses of the Insured as a result of changes in foreign exchange rates in the course of financial and economic activities;
- 3.2.5. loss of income by the Insured due to forced shutdown of the production process or reduction in its volume as a result of:
- 1) loss (destruction) or damage to property;
 - 2) man-made accidents;
 - 3) extraordinary and insurmountable circumstances;
 - 4) adverse natural phenomena:
 - 5) earthquakes;
 - 6) Hurricane, Burana, Buri, Smercha;
 - 7) floods;
 - 8) tsunami;
 - 9) mudflows.
- 3.2.6. continuous costs:
- 1) payment for the lease of premises, equipment or other property leased by the Insured in order to generate income as a result of financial and economic activities, if under the terms of the lease, lease or other similar agreements, lease payments are payable by the lessee regardless of the fact of damage to the leased property;
 - 2) taxes and fees payable regardless of turnover and results of financial and economic activities (property tax, land tax, etc.);
 - 3) interest on loans or other attracted funds, if these funds were raised before the occurrence of the insured event for investments in the field of activity that was interrupted as a result of the insured event;
 - 4) unforeseen expenses – the Insured's expenses for the restoration of financial and economic activities during the period of forced shutdown of the production process or reduction of its volume, i.e. the costs incurred by the Insured in order to resume the interrupted activity in the shortest possible time in the amount that existed immediately before the occurrence of losses;
- 3.2.7. the Insured's losses related to credit risks;
- 3.2.8. loss of market value of property caused by:
- 1) changes in market conditions;
 - 2) repair and restoration work of damaged property;
- 3.2.9. non-fulfillment or improper fulfillment by the Counterparty of its obligations to the Insured under a civil law contract as a result of (the specified circumstances must be in a causal relationship with the insured event):
- 1) fire, explosion, accident;
 - 2) force majeure;
 - 3) bankruptcy, liquidation of the Counterparty;
 - 4) illegal actions of third parties (theft, robbery, robbery, hooliganism), the fact of which must be established in court;
 - 5) declaring the Counterparty bankrupt in accordance with the legislation of the Republic of Kazakhstan

6) death of the Counterparty who is an individual, and/or temporary disability and/or disability, when the type of labor activity is contraindicated according to a medical report,

7) loss of income by the Counterparty in connection with the loss of work on the following grounds:

Termination of an employment contract:

- at the initiative of the employer in cases of liquidation, bankruptcy of the organization, termination of the employer's activities;
- at the initiative of the employer in connection with the reduction in the number or staff of the organization;
- at the initiative of the employer in connection with the change of ownership of the organization;
- on the basis of the Insured's refusal to continue work in connection with a change in the terms of the employment contract determined by the parties (for reasons related to a change in organizational and technological working conditions);
- on the basis of the Insured's refusal to transfer to work in another location.

3.3. Insurance is not allowed:

- 1) illegal interests;
- 2) expenses to which a person may be forced in order to release hostages;
- 3) losses from participation in games, lotteries and bets.

3.4. The terms of the Agreement may provide for the Insurer's liability for the Insured's losses resulting from an insured event, except for the cases specified in these Rules as exceptions (restrictions).

3.5. When concluding the Agreement, the Insured can insure himself against all of the above events, as well as against individual risks or part of them.

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

4.1. The insurer is exempt from making the insurance payment if the insured event occurred as a result of:

- 1) the effects of a nuclear explosion, radiation or radioactive contamination, chemical or bacteriological effects and/or poisoning;
- 2) any kind of hostilities, civil war, civil unrest of any kind, riots, strikes, lock-outs and their consequences; terrorist acts, seizures, confiscations, requisitions, arrest, destruction or damage to property by order of civil or military authorities, forced nationalization, the introduction of a state of emergency or a state of emergency;
- 3) deliberate actions (inaction) of the Insured aimed at the occurrence of an insured event;
- 4) non-compliance of the agreement (contract) with the legislation;
- 5) prohibition or restriction of money transfers from the debtor's country or the country through which the payment is made, the introduction of a moratorium, non-convertibility of currencies;
- 6) debt cancellation or postponement of debt repayment in accordance with international agreements;
- 7) cancellation of the import (export) license, imposition of an embargo on import (export);
- 8) non-fulfillment (improper fulfillment) by the Insured of its obligations to the counterparty;
- 9) failure by the Insured to provide the Insurer and authorized bodies, services or interested persons with the necessary documents;

- 10) deliberate failure by the Insured's counterparty to fulfill its obligations under the contract, confirmed by a court decision.
- 4.2. By agreement between the Insurer and the Insured, the cases listed in clauses 5) – 10) of clause 4.1. of these Rules may be included in the number of risks accepted for insurance. In this case, these special insurance conditions shall be reflected in the Agreement.
- 4.3. Unless otherwise stipulated by the Agreement, the Insurer under the Agreement shall not be liable for:
- ✓ any claims for compensation for damage in excess of the amounts and amounts of compensation provided for by the Agreement;
 - ✓ claims for compensation for damage caused outside the territory of insurance;
 - ✓ moral damage and lost profits;
 - ✓ fines, penalties and (or) any other administrative penalties and sanctions.
- 4.4. The grounds for the Insurer's refusal to make the insurance payment are:
- 1) communication by the Insured to the Insurer of knowingly false information about the object of insurance, insurance risk, insured event and its consequences;
 - 2) deliberate failure by the Insured to take measures to reduce losses from the insured event;
 - 3) obstruction by the Insured to the Insurer in the investigation of the circumstances of the occurrence of the insured event and in establishing the amount of the loss caused by him;
 - 4) if at the time of the occurrence of the insured event the Agreement has not entered into force or has become invalid;
 - 5) if the causes of the events that led to the occurrence of the insured event were not documented in the competent authorities (bodies of the Ministry of Internal Affairs, fire service, etc.).
- 4.5. Unless otherwise stipulated by the Agreement, the grounds for refusal by the Insurer to make the insurance payment are:
- 1) failure to notify/untimely notify the Insurer of the occurrence of an insured event (an event that may lead to the occurrence of an insured event) within the time limits provided for in subparagraph 5 of clause 9.4, paragraph three of clause 10.1 of these Rules, and the relevant clauses of the Agreement;
 - 2) the Insurant's waiver of his right of claim to the person responsible for the occurrence of the insured event, as well as the refusal to transfer to the Insurer the documents necessary for the transfer of the right of claim to the Insurer. If the insurance payment has already been made, the Insurer has the right to demand its return in full or in part;
 - 3) non-compliance by the Insured with the conditions and restrictions specified in these Rules and the Agreement.
- 4.6. The terms of the Agreement may provide for other grounds for refusal of insurance payment, if it does not contradict the legislation of the Republic of Kazakhstan.

5. PROCEDURE FOR DETERMINING THE INSURED AMOUNT. FRANCHISE

- 5.1. The insurance amount, within which the Insurer undertakes to make the insurance payment, is determined by the agreement of the Insured with the Insurer.
- 5.2. A franchise may be established when concluding the Agreements. The franchise by agreement of the parties is established either as a percentage of the insured amount or in absolute amount. The type and amount of the franchise are specified in the Agreement.

6. PROCEDURE FOR DETERMINING INSURANCE PREMIUMS

- 6.1. The amount of the insurance premium is determined on the basis of the characteristics of the object of insurance, the list of covered risks, the level of deductible and other factors affecting the degree of risk. Payment of insurance premiums is carried out in the national currency - tenge of the Republic of Kazakhstan. Cases, procedure and conditions of settlements in foreign currency in the territory of the Republic of Kazakhstan shall be determined by the legislation of the Republic of Kazakhstan and the Agreement.
- 6.2. The contract establishes the total insurance premium. The contract may establish an insurance premium for each object and for each insurance risk, based on the insured amount and the insurance tariff.
- 6.3. The insurer has the right to use increasing and decreasing coefficients to the basic insurance rates determined depending on risk factors when determining the amount of the insurance premium payable.
- 6.4. The insurance premium is payable by the Insured in a lump sum or in installments in the form of periodic insurance premiums, in cash or non-cash form.
- 6.5. Unless otherwise provided for in the Agreement, failure to pay the insurance premium or the next insurance premium by the deadline established by the Agreement shall result in the automatic suspension of the Agreement and insurance coverage under the Agreement (without notifying the parties), unless otherwise provided by the Agreement. The validity of the Agreement and insurance coverage under the Agreement shall be suspended from the day following the day when the insurance premium (the next insurance premium) was to be paid. In this case, the paid part of the insurance premium is not returned to the Insured. Events that have signs of an insured event, and/or which may entail the occurrence of an insured event, which occurred during the period of suspension of the Agreement and insurance coverage under the Agreement, are not recognized as insured events, and the insurance payment for them is not made.
- 6.6. Unless otherwise provided for in the Agreement, delay in payment of the insurance premium or the next insurance premium for a period of more than 30 (thirty) calendar days entails automatic termination of the Agreement (without notifying the parties). The contract is considered terminated upon the expiry of 30 (thirty) days from the date when the insurance premium (the next insurance premium) was to be paid. In this case, the paid part of the insurance premium is not returned to the Insured.
- 6.7. 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. PROCEDURE FOR CONCLUDING THE CONTRACT

- 7.1. The Agreement shall be concluded in writing by drawing up the Agreement by the parties and/or the Insured's accession to these Rules, and the issuance of an insurance policy by the Insurer to the Insured.
- 7.2. The subjects of the Agreement are the following persons: the Insurer, the Insured (Beneficiary).
- 7.3. The Agreement shall be concluded on the basis of the Insured's application in the form established by the Insurer, which shall be an integral part of the Agreement.
- 7.4. The Insurer shall have the right to familiarize itself with the activities of the Insured, and shall also have the right to require the Insured to submit documents that may be of

significant importance for assessing the degree of risk. After the conclusion of the Agreement, the above documents become an integral part of the Agreement.

- 7.5. The Insurer has the right to refuse to conclude the Agreement with the Insured without giving reasons.
- 7.6. Upon conclusion of the Agreement, the Insured shall inform the Insurer of all circumstances known to him/her that are essential for determining the probability of occurrence of an insured event and the amount of possible losses from its occurrence (insurance risk). The insured is responsible for the accuracy of the data provided by him.
- 7.7. After the conclusion of the Agreement, the Insured shall not have the right to take actions leading to an increase in the degree of risk.
- 7.8. During the term of the Agreement, the Insured shall immediately inform the Insurer about significant changes in the circumstances that have become known to him/her and reported to the Insurer at the conclusion of the Agreement, if these changes may significantly affect the increase in the insurance risk.
- 7.9. In any case, the changes specified in the Agreement and in the copy of these Rules provided to the Insured shall be recognized as significant. The Insured is obliged to provide the Insurer with the necessary information regardless of whether this damage is subject to compensation.
- 7.10. 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 Agreement or payment of an additional insurance premium in proportion to this increase. If the Insured objects to the change of the terms of the Agreement or the additional payment of the insurance premium, the Insurer has the right to terminate the Agreement early in the manner provided for by the provisions of these Rules.
- 7.11. The Insurer has the right to verify the accuracy of the information provided by the Insured, as well as the state of insurance risk during the term of the Agreement.
- 7.12. 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.
- 7.13. Unless otherwise provided for by the Agreement, in case of loss of the Agreement, the Insurer shall issue a duplicate of the Agreement on the basis of the Insured's written application, after which the lost Agreement shall be considered invalid and no payments shall be made thereunder.

8. TERM AND PLACE OF VALIDITY OF THE AGREEMENT

- 8.1. Unless otherwise provided for in the Agreement, the Agreement shall enter into force and become binding on the parties from the moment the Insured pays the insurance premium, and if it is paid in installments, the first insurance premium.
- 8.2. The contract can be concluded for any period. The period of validity of the insurance cover coincides with the term of the Agreement, unless otherwise provided by the Agreement.
- 8.3. Unless otherwise provided for in the Agreement, the insurance cover begins at 00 a.m. of the day following the day of receipt of the insurance premium from the Insured to the Insurer's bank account or cash desk, and if it is paid in installments – the first insurance premium.
- 8.4. The Insurer does not compensate for the damage caused to the Insured as a result of an insured event that occurred before the start of the insurance coverage under the Agreement.
- 8.5. The period of validity of the insurance cover ends within the period specified in the Agreement.

- 8.6. The territory of insurance coincides with the territory of the Republic of Kazakhstan, unless otherwise follows from the nature of the object of insurance and is not provided for in the Agreement.
- 8.7. Unless otherwise provided for by the Agreement, in case of insurance for a period of more than 1 (one) year, the total insurance premium under the Agreement is established as the amount of insurance premiums for each year.
- 8.8. Unless otherwise provided by the Agreement, the Agreement may be extended for the next term by agreement of the parties, provided that one of the parties notifies one of the parties thereof 30 (thirty) calendar days before the date of termination of the Agreement.
- 8.9. Unless otherwise stipulated by the Agreement, the Agreement shall terminate at 00:00 on the day specified in the Agreement as the date of termination of the Agreement, or when the Insurer makes an insurance payment (insurance payments) in the amount of the insurance amount under the Agreement or from the moment of making an insurance payment for the first occurrence of the event.

9. RIGHTS AND OBLIGATIONS OF THE PARTIES

9.1. The insurer has the right to:

- 1) check the information and documents provided by the Insured, as well as the Insured's compliance with the requirements and terms of the 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) require from the Insured the information necessary to establish the fact of the insured event, the circumstances of its occurrence;
- 5) refuse to make the insurance payment in full or in part on the grounds provided for in these Rules and/or the Agreement;
- 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 of the terms of the Agreement by the Insured;
- 8) suspend/refuse to carry out transactions with money and (or) other property under the Agreement in order to comply with the legislation on combating the legalization (laundering) of proceeds from crime and the financing of terrorism;
- 9) have other rights provided for by the legislation of the Republic of Kazakhstan.

9.2. The insurer is obliged to:

- 1) familiarize the Insured with the terms of insurance and, at his request, submit (send) a copy of these Rules;
- 2) in the event of an insured event, make an insurance payment in the amount, procedure and terms established in the Agreement and/or these Rules;
- 3) reimburse the Insured for the expenses incurred by him to reduce losses in case of an insured event;
- 4) ensure the secrecy of insurance;
- 5) if the Insurant fails to submit all the documents necessary for making the insurance payment, notify them of the missing documents within 10 (ten) business days from the date of establishing the fact of lack of documents;
- 6) perform other actions provided for by these Rules or the Agreement and the current legislation of the Republic of Kazakhstan.

9.3. The insurant has the right to:

- 2) require the Insurer to explain the terms and conditions of insurance, its rights and obligations under these Rules and the Agreement;

- 3) to timely make the insurance payment in the manner and on the terms provided for by the Agreement;
- 4) to early termination of the Agreement;
- 5) to change the insurance risk with a commensurate change in the insurance premium;
- 6) to appeal in court against the Insurer's refusal to make the insurance payment;
- 7) to the secrecy of insurance;
- 8) have other rights provided for by the legislation of the Republic of Kazakhstan.

9.4. The insurant is obliged to:

- 1) when entering into the Agreement, inform the Insurer of all circumstances known to it that are essential for the assessment of insurance risk and the Insurer's decision to conclude the 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 Agreement;
- 3) pay the insurance premium in the amount, procedure and terms established by the Agreement;
- 4) immediately inform the Insurer about the state of insurance risk during the term of the Agreement;
- 5) notify the Insurer in writing of the occurrence of the insured event no later than 3 (three) business days from the date of occurrence of the insured event and/or the event that may lead to the occurrence of the insured event;
- 6) take measures to prevent or reduce losses from an insured event;
- 7) provide the Insurer with all the information at its disposal that allows to judge the causes, course and consequences of the insured event, the nature and amount of the loss caused;
- 8) ensure the transfer to the Insurer of the right of claim to the person responsible for the occurrence of the insured event;
- 9) provide all documents and information requested by the Insurer necessary to comply with the requirements of the legislation of the Republic of Kazakhstan;
- 10) perform other actions provided for by these Rules or the Agreement and the current legislation of the Republic of Kazakhstan.

- 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 Agreement/insurance policy.

10. ACTIONS OF THE INSURED IN THE EVENT OF AN INSURED EVENT

- 10.1. The insured, after having been/should have become aware of the occurrence of events that have signs of an insured event, is obliged to:
- ✓ take all possible measures to reduce losses from the insured event;
 - ✓ immediately, but no later than 3 (three) business days, notify the Insurer in writing. If the Insured was unable to report the occurrence of the insured event within the established time limits for a valid reason, the Insured must confirm this with documents;
 - ✓ immediately report the incident and document the incident in the competent authorities and organizations whose jurisdiction includes the consideration of the event that may serve as a reason for filing claims against him (internal affairs bodies, fire services, emergency bodies, and other competent authorities and organizations, in accordance with the current legislation of the Republic of Kazakhstan);
 - ✓ provide the Insurer's representative with the opportunity to freely participate in measures to mitigate losses;

- ✓ assist the Insurer's representative in clarifying the causes and circumstances of the occurrence of the insured event, including providing the Insurer with all information and documentation available to him/her, allowing to judge the causes, course and consequences of the insured event, the nature and extent of the damage caused;
- ✓ immediately notify the Insurer in writing of receipt by the Insured of any compensation (compensation) for losses caused as a result of the insured event from third parties and transfer to the Insurer the compensation received within the limits of the insurance payment, if the insurance payment has already been made to the Insured by that time;
- ✓ if the Insurer considers it necessary to appoint its representative to protect the interests of both the Insurer and the Insured, in connection with the occurrence of an insured event, to issue a power of attorney or other necessary documents to protect such interests to the persons specified by the Insurer. The Insurer shall have the right, but not the obligation, to represent the interests of the Insured in court or otherwise exercise legal protection of the Insured in connection with the occurrence of an insured event;
- ✓ in the course of judicial settlement of the dispute, not to interfere with the right of the Insurer to join the case as a third party not filing independent claims, until the court makes a decision, as well as to petition the court to involve the Insurer in the court case as a third party not filing independent claims;
- ✓ before and during the trial, not to perform any actions directed against the interests of the Insurer, not to make statements on the merits of the case in relation to the insured object, as well as not to assume any obligations, not to admit responsibility, not to accept any offers, not to make payments and not to promise to make any payments related to this insured event, without the written consent of the Insurer.

11. LIST OF DOCUMENTS REQUIRED FOR CONSIDERATION OF THE ISSUE OF INSURANCE PAYMENT

- 11.1. To consider the issue of insurance payment, the Insurant is obliged to provide the Insurer, depending on the type of insured event, with an application for insurance payment and the following documents:
- ✓ an application for the occurrence of an event that has signs of an insured event;
 - ✓ a copy of the document allowing for due diligence of the client in accordance with the current legislation of the Republic of Kazakhstan and the Insurer's internal documents;
 - ✓ a copy of the Insurance Agreement;
 - ✓ documents drawn up by competent authorities and organizations, allowing to establish the circumstances of the occurrence of the insured event and the causes of its occurrence;
 - ✓ documents required for the Insurer to file a claim against the person responsible for the damage caused;
 - ✓ in the event that the authorities conducting criminal proceedings (hereinafter referred to as the Authorities) considered the issue of initiating a criminal case on the fact of an insured event, the Insurer has the right to request from the Insured copies of the decision to initiate, refuse to initiate, suspend or terminate a criminal case, or independently send a corresponding request to the authorities;
 - ✓ documents confirming the expenses incurred in order to prevent or reduce losses in the event of an insured event – if any;
 - ✓ documents confirming the amount of damage caused or allowing the Insurer to determine the damage caused to the Insured from the insured event.

- 11.2. The specific list of documents is determined in the Insurance Agreement.
- 11.3. When requesting insurance payment, the Insured is obliged to document:
 - ✓ the fact of occurrence of an insured event;
 - ✓ the amount of loss.
- 11.4. The procedure and form of drawing up the submitted documents shall comply with the requirements of the legislation of the Republic of Kazakhstan, if it is provided for them. Unless otherwise provided for by the Agreement, the documents shall be submitted to the Insurer in the original or in the form of a copy notarized or certified by the original seal and signed by an authorized person of the competent organization.
- 11.5. In order to obtain more complete information about the event that has occurred, the Insurer has the right to request information from the competent authorities, enterprises, institutions and organizations that have information about the circumstances of the occurrence of the event, as well as to independently find out the causes and circumstances of its occurrence.
- 11.6. If necessary, work to determine the causes of the occurrence of the event and the amount of loss on behalf of the Insurer may be carried out by independent experts, appraisers, traffic safety inspectors and/or adjusters.
- 11.7. 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.
- 11.8. If the Insurant fails to submit all the documents provided for by these Rules, the Insurer shall notify them in writing of the missing documents within 3 (three) business days.

12. PROCEDURE AND CONDITIONS FOR MAKING INSURANCE PAYMENTS

- 12.1. Upon receipt of a written application from the Insured on the occurrence of an event that has signs of an insured event, as well as the provision of a complete list of documents, the Insurer shall consider the issue of insurance payment.
- 12.2. 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.
- 12.3. 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.
- 12.4. If the Insurer recognizes the claimed event as an insured event under the Agreement, the Insurer shall make the insurance payment (losses) stipulated by the Agreement in favor of the Insured.
- 12.5. The payment provided for by the Agreement shall be made if the damage was caused during the term of the Agreement and has a causal relationship with the risk that is an insured event under the Agreement.
- 12.6. The total amount of payments under the Agreement may not exceed the insured amount. The insurance payment is made in a lump sum.
- 12.7. If the Insured has received partial compensation for the loss from third parties, the Insurer shall be liable in the amount of the difference between the amount payable under the terms of insurance and the amount received from third parties.
- 12.8. Payments made by the Insured without the written consent of the Insurer on account of future insurance payments for the purpose of repayment of damage caused to the Insured shall not be recognized by the Insurer.

- 12.9. The Insured is obliged to return to the Insurer the amount of insurance payment received, if during the limitation period established by law, a circumstance is discovered that deprives the Insured of the right to receive insurance payment.
- 12.10. Expenses to reduce or prevent damage associated with the occurrence of an insured event 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.
- 12.11. Under the terms of the Agreement, the amount of insurance payment may include:
- ✓ reasonable expenses for preliminary clarification of the circumstances and the degree of guilt of the Insured;
 - ✓ expenses for conducting cases in court on an insured event.

13. DEADLINE FOR MAKING A DECISION ON INSURANCE PAYMENT OR REFUSAL OF INSURANCE PAYMENT

- 13.1. The decision to make an insurance payment or to refuse to make an insurance payment shall be made by the Insurer no later than 20 (twenty) business days from the date of submission of a complete list of documents confirming the occurrence of an insured event, the cause of its occurrence and the recipient's right to insurance payment, unless otherwise expressly stipulated in the Agreement. At the same time, the period for making a decision may be suspended for 3 (three) months if it is necessary to obtain additional documents and/or information on the claimed insured event; if it is necessary to apply to other organizations that have information about the circumstances of the claimed insured event; as well as for the purpose of complying with the legislation on combating the legalization (laundering) of proceeds from crime and the financing of terrorism.
- 13.2. In case of a decision to refuse to make an insurance payment, the Insurer shall inform the Insured in writing with a reasoned justification of the reasons for the refusal within 20 (twenty) business days from the date of submission by the Insured of all necessary documents, unless otherwise specified in the Agreement.
- 13.3. 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.
- 13.4. In the event that the decision to make the insurance payment cannot be made within the established time limits, additional information or data to the submitted documents is required, the Insurer shall notify the Insurant – individual (Insured, Beneficiary) with an explanation of the reasons for the need to extend the terms of insurance payment. At the same time, the period does not exceed 15 (fifteen) working days from the date of the deadline for consideration of documents for insurance payment, under voluntary insurance contracts of Insurants - individuals.

14. CONSIDERATION BY THE INSURER OF THE ISSUE OF INSURANCE PAYMENT

- 14.1. Based on the results of consideration of the documents submitted by the Insured (Insured, Beneficiary) to confirm the occurrence of the insured event and the amount of damage caused, the Insurer shall take one of the following actions:
- 1) makes an insurance payment.
 - 2) refuses to make an insurance payment
 - 3) makes a decision on the impossibility to make or refuse to make an insurance payment.
- 14.2. The insurer shall make the insurance payment or refuse to make the insurance payment in the manner specified in these Rules.

- 14.3. The Insurer's decision on the impossibility to make or refuse to make the insurance payment shall be made if it is impossible to establish from the submitted documents the circumstances of the event that has occurred, the amount of damage caused as a result of the occurrence of such an event, the fulfillment by the Insurant (the Insured, the Beneficiary) of its obligations.
- 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.
- 14.4. 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.
- 14.5. The Insurer's decision on the impossibility to make or refuse to make the insurance payment shall be made in writing within 5 (five) business days from the date of submission by the Insurant (Insured, Beneficiary) of the package of documents.

15. DOUBLE INSURANCE

- 15.1. Double (multiple) insurance is insurance of the same object with several Insurers under independent contracts with each.
- 15.2. The Insured shall inform the Insurer about all insurance contracts concluded with other insurance organizations in relation to the objects insured by the Insurer.
- 15.3. In case of double insurance, each Insurer is liable to the Insured within the limits of the Agreement concluded with him, but the total amount of insurance payments received by the Insured from all insurers cannot exceed the actual damage. At the same time, the Insured has the right to receive an insurance payment from any Insurer in the amount of the insurance amount provided for by the Agreement concluded with him. In the event that the received insurance payment does not cover the actual damage, the Insured has the right to receive the missing amount from another Insurer.
- 15.4. The Insurer, fully or partially exempted from making the insurance payment due to the fact that the damage caused was compensated by other insurers, is obliged to return to the Insured the relevant part of the insurance premiums minus the expenses incurred.

16. SUBROGATION

- 16.1. The Insurer, who has made the insurance payment, shall receive the right of claim that the Insured has against the person responsible for losses compensated as a result of insurance, within the limits of the amount paid.
- 16.2. Upon receipt of the insurance payment, the Insurant is obliged to transfer to the Insurer all documents and evidence and provide it with all the information necessary for the Insurer to exercise the right of claim transferred to it.
- 16.3. If the Insured has waived his right of claim against the person responsible for the losses compensated by the Insurer, or the exercise of this right has become impossible through the fault of the Insured, the Insurer shall be released from making the insurance payment in full or in the relevant part and shall have the right to demand the return of the overpaid amount.

17. AMENDMENTS AND ADDITIONS TO THE AGREEMENT

- 17.1. Amendments and additions to the Agreement are made by mutual consent of the parties, on the basis of a written application (notification) of one of the Parties.
- 17.2. From the moment of receipt of the application of one of the Parties until the moment of making a decision, the Agreement is valid on the same terms.
- 17.3. Amendments and additions to the Agreement concluded in accordance with these Rules shall be formalized by drawing up and signing an additional agreement to the Agreement.
- 17.4. All changes and additions to the Agreement are legally binding subject to their written execution and signing of an additional agreement by authorized representatives of both Parties.

18. TERMS OF TERMINATION OF THE CONTRACT

- 18.1. In addition to the grounds for early termination of the Agreement provided for by the legislation of the Republic of Kazakhstan, the Contract shall be terminated early in the following cases:
 - 1) the Insurer makes an insurance payment for the first insured event, unless otherwise stipulated by the Agreement;
 - 2) non-payment by the Insured of the next insurance premium when paying the insurance premium in installments;
 - 3) expiration of the Agreement;
 - 4) cancellation of the Agreement at the initiative of the Insured;
 - 5) cancellation of the Agreement at the initiative of the Insurer;
 - 6) in cases established by the legislation of the Republic of Kazakhstan or the Agreement.
- 18.2. In the cases provided for in paragraph 1 of Article 841 of the Civil Code of the Republic of Kazakhstan, the Contract is considered terminated from the moment of occurrence of the circumstance provided as a ground for termination of the Agreement, of which the interested party must immediately notify the other. The insured is obliged to provide supporting documents on the grounds of termination provided for in this paragraph.
- 18.3. In case of termination of the Agreement on the grounds specified in subparagraphs 1) - 4) of paragraph 18.1. of these Rules, insurance premiums paid to the Insurer are not refundable, unless otherwise provided for in the Agreement.
- 18.4. In case of termination of the Agreement on the grounds specified in subparagraphs 5) - 6) of paragraph 18.1. of these Rules, the insurance premiums paid to the Insurer are subject to refund: part of the insurance premium for the unexpired insurance period minus the costs incurred for conducting business, the amount of which is 30% of the total amount of the insurance premium, within 30 calendar days from the date of submission to the Insurer of an application for early termination of the Agreement, unless otherwise provided by the legislation of the Republic of Kazakhstan or the Agreement. The contract may establish a different procedure, term and conditions for termination of the contract.
- 18.5. In cases where early termination of the Agreement is caused by failure to comply with its terms through the fault of the Insurer, the latter is obliged to return to the Insured the insurance premium or insurance premiums paid by him in full.

19. LIABILITY OF THE PARTIES

- 19.1. In case of untimely implementation of insurance payment, the Insurer is obliged to pay a penalty to the Insured in the manner and amount established by Article 353 of the Civil Code of the Republic of Kazakhstan.

- 19.2. A party that has not fulfilled or improperly fulfilled its obligations under the Agreement shall not be liable for non-fulfillment/improper fulfillment of obligations if it proves that proper performance was impossible due to force majeure, that is, extraordinary and unavoidable circumstances under the given conditions.
- 19.3. Force majeure includes, but is not limited to: natural disasters (flood, earthquake, subsidence, landslides, rock fall, avalanches, mudflows), wars or military actions of any nature, blockades, prohibitions of state authorities. A specific list of force majeure circumstances may be provided for in the Treaty.
- 19.4. The party experiencing force majeure is obliged to notify the other party of the occurrence of such circumstances within 3 (three) business days, unless otherwise provided for in the Agreement.
- 19.5. The effect of force majeure circumstances must be confirmed by the relevant documents of the competent authorities.
- 19.6. The liability of the parties provided for in this section may be changed (supplemented) in accordance with the terms of the Agreement.

20. DISPUTE RESOLUTION PROCEDURE

- 20.1. Any disputes and/or disagreements arising out of or in connection with the Agreement shall be resolved through negotiations.
- 20.2. 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) working days from the date of receipt of the claim, or fails to take actions evidencing partial or full recognition of the claim, the Party shall apply to the insurance ombudsman to resolve the dispute. Resolution of the dispute, in fact, by the insurance ombudsman is a mandatory stage of compliance with the pre-trial stage of dispute settlement. At the same time, the execution of the decision of the insurance ombudsman for the Insured (Insured, Beneficiary) is not mandatory.
 - In the event of a dispute regarding the contestation of the amount of insurance payment, the Insurant (Insured, Beneficiary) shall be obliged to receive the undisputed part of the insurance payment, after which he shall perform the actions specified in subparagraph 1) of this paragraph.
- 20.3. 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.
- 20.4. These Insurance Rules are drawn up in 2 (two) copies in the state and Russian languages. In case of discrepancy between the content of the text of these Rules drawn up in the state language and the content of the text of these Rules drawn up in Russian, the Parties shall be guided by the text of these Rules drawn up in Russian.

21. ADDITIONAL CONDITIONS

- 21.1. On the basis of these Rules, the Insurer has the right to develop insurance programs with a different set of insurance risks and other insurance conditions that do not contradict the legislation of the Republic of Kazakhstan.

- 21.2. By agreement between the Insured and the Insurer on the basis of these Rules, insurance contracts may be concluded, providing for the amendment, exclusion of certain provisions of these Rules, as well as additional conditions determined at the conclusion of the Agreement.
- 21.3. The terms and conditions contained in these Rules and not included in the text of the Agreement are binding on the parties if this provision is expressly specified in the Agreement.
- 21.4. In case of non-compliance of the content of the Agreement with these Rules, preference shall be given to the Agreement.
- 21.5. Information received by the parties during the conclusion and performance of the Agreement, including information that does not enjoy legal protection, as well as information that may be considered as a trade secret, may be disclosed to third parties only with the consent of the other party or exclusively in cases provided for by the legislation of the Republic of Kazakhstan.
- 21.6. If the Agreement contains conditions that worsen the position of the Insured in comparison with those provided for by legislative acts, the conditions established by these legislative acts of the Republic of Kazakhstan shall apply.
- 21.7. To the extent not regulated by these Rules, the current legislation of the Republic of Kazakhstan shall apply.
- 21.8. The Insurance Rules are drawn up and signed in 2 (two) copies in the state and Russian languages.
- 21.9. In case of discrepancy between the content of the text of the Insurance Rules drawn up in the state language and the content of the text of the Insurance Rules drawn up in Russian, the Parties shall be guided by the text of the Insurance Rules drawn up in Russian.