

"APPROVED"

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

RULES

VOLUNTARY CARGO INSURANCE
Insurance Company Basel JSC

Almaty, 2025

CONTENT:

1. General Provisions
2. Object of insurance
3. Insured events
4. Exclusions from insured events and insurance limitations. Grounds for exemption of the Insurer from insurance payment
5. Insurance amount. Franchise
6. Insurance. Payment procedure and deadlines
7. Procedure for concluding the Insurance Agreement
8. Term and place of validity of the Insurance Agreement
9. Rights and obligations of the parties
10. Consequences of an increase in insurance risk during the term of the Insurance Agreement
11. Actions in the event of an insured event
12. Documents required for consideration of the issue of insurance payment
13. Procedure and conditions for making an insurance payment
14. Definition of losses
15. Double Insurance
16. Subrogation
17. Liability of the parties
18. Amendments and additions to the Insurance Agreement
19. Terms and Conditions of Termination of the Insurance Agreement
20. Dispute Resolution Procedure
21. Additional conditions

1. GENERAL PROVISIONS

- 1.1. These Rules of Cargo Insurance of JSC Insurance Company "Basel" (hereinafter referred to as the Rules) (hereinafter referred to as the "Rules") have been developed in accordance with the Civil Code of the Republic of Kazakhstan dated July 1, 1999 No. 409-I, the Law of the Republic of Kazakhstan dated December 18, 2000 No. 126-II "On Insurance Activities" and other regulatory legal acts of the Republic of Kazakhstan.
- 1.2. Under the terms of the Rules of JSC Insurance Company "BASEL", carries out voluntary cargo insurance by entering into a voluntary cargo insurance contract (hereinafter referred to as the "Insurance Agreement") with legal entities (regardless of the form of ownership) or individuals (regardless of citizenship) (hereinafter referred to as the "Insured") who have an interest in the safety of property, including shippers, consignees, carriers, charterers, freight forwarders, etc.
- 1.3. The following concepts are used in the Rules:
 - 1) **abandonment** – a voluntary written waiver of the Insured/Insured/Beneficiary's rights of ownership of the lost or damaged cargo in favor of the Insurer, in order to make a claim for insurance payment in the amount of the total loss of the insured cargo;
 - 2) **Beneficiary** – a person who is specified in the Insurance Agreement as the recipient of the insurance payment;
 - 3) **consignor** is a person who has entered into a contract for the carriage of goods with a carrier. In case of carriage of goods using different modes of transport (combined transport), the consignor is a person who has entered into a contract of carriage with the first carrier, unless otherwise specified in the application for cargo insurance;
 - 4) **consignee** - a person authorized to receive cargo on the basis of a contract of carriage or other legal grounds;
 - 5) **Insured** – a person in respect of whom insurance is carried out. A person appointed as an Insured must have a property interest in the cargo related to its possession, use and disposal;
 - 6) **carrier** - an individual or legal entity that owns a vehicle on the right of ownership or on other legal grounds, provides services for the transportation of passengers, baggage, cargo and postal items for a fee or for hire and has an appropriate permit issued in accordance with the established procedure;
 - 7) **Insurer** - JSC Insurance Company "BASEL";
 - 8) **Insured** – a person who has entered into a cargo insurance contract with the Insurer;
 - 9) **freight forwarder** - an individual or legal entity who, for a fee and at the expense of the other party (client - sender of cargo, recipient of cargo or other person interested in the freight forwarder's services), performs or arranges for the performance of services related to the transportation of cargo specified in the forwarding agreement, including to conclude on behalf of the client or on its own behalf a contract (contracts) for the transportation of goods;
 - 10) **accident (crash)** - an event that occurred in the process of movement of a vehicle with a load and with its participation, which caused the structural destruction of the vehicle, with full or partial loss of cargo or damage to it;
 - 11) **Baggage** - the passenger's property packed and transported in the luggage compartment of the vehicle, within the limits established by the rules for the carriage of passengers and baggage of the corresponding type of transport;
 - 12) **vandalism** - deliberate damage to cargo;
 - 13) **explosion** is the process of extremely rapid release of a large amount of energy in a limited volume, which can lead to casualties, destruction, catastrophes, man-made accidents, as well as emergencies;

- 14) **Loss** - destruction of cargo as a result of an insured event or damage to it to such an extent that restoration or repair for the purpose of using the object for its original purpose is inexpedient;
- 15) **robbery** - open theft of cargo;
- 16) **Cargo** - goods, property, other objects that do not belong to the carrier, and accepted by him for transportation (transportation) with the execution of a transportation agreement. In accordance with these Rules, cargo also includes baggage and unaccompanied baggage;
- 17) **Unaccompanied baggage** - goods, property, other objects accepted for transportation in a passenger and mail-baggage train;
- 18) **dispatch** - an act establishing the fact of general average during sea transportation, drawn up by a dispatcher, and serving to distribute losses between the owners of a sea vessel, cargo and freight;
- 19) **Dispatcher** - a specialist in the field of maritime law, who makes calculations for the distribution of costs in general average (dispatch);
- 20) **Contract of carriage** is an agreement between the carrier and the consignor, according to which the carrier undertakes to deliver the cargo entrusted to him to the point of destination and hand it over to the consignee, and the consignor undertakes to pay for the carriage of the cargo. Confirmation of the conclusion of the contract of carriage is a carriage document (consignment note, bill of lading, etc.) drawn up in accordance with the requirements of the current legislation of the relevant mode of transport;
- 21) **Forwarding agreement** is an agreement according to which one party (the freight forwarder) undertakes for a fee and at the expense of the other party (the client - the sender of the cargo, the consignee of the cargo or another person interested in the services of the freight forwarder) to perform or arrange for the performance of services related to the transportation of goods specified in the freight forwarding agreement, including to conclude on behalf of the client or on its own behalf the contract (contracts) for the carriage of goods;
- 22) **road traffic accident (RTA)** - an event that occurred in the process of movement on the road of a motor vehicle carrying cargo, and with its participation, which caused damage to the insured cargo;
- 23) **theft** - secret theft of cargo;
- 24) **commercial malfunction of a vehicle** - violation of the integrity of the body, malfunction of doors, hatches, drain devices, locking and sealing devices, etc., threatening the safety of the transported cargo;
- 25) **shortage of cargo** - discrepancy between the actual number of pieces, units or weight of cargo issued to the consignee and their data specified in the transportation document;
- 26) **Complete non-arrival of cargo** is the non-delivery of cargo to the point of destination specified in the insurance contract after the expiration of the delivery period established by law or the contract of carriage. In accordance with these Rules, the insured cargo is considered to be lost in full, if it was not released to the consignee:
 - ✓ **for transportation by air, road, rail, inland water transport** - within 30 (thirty) days after the expiration of the cargo delivery period calculated in accordance with the current legislation;
 - ✓ **in case of transportation by sea, as well as in case of transportation in multimodal traffic (combined transportation)** - within 60 (sixty) days after the expiration of the term of delivery of the cargo, calculated in accordance with the current legislation.

- 27) **general average** - losses and (or) expenses distributed between the vessel, cargo and freight in proportion to the value of the vessel, cargo and freight on the day and at the place of termination of the general maritime enterprise in accordance with the rules of maritime transportation, incurred for the purpose of general safety and preservation of property in the general maritime enterprise from common danger;
- 28) **multimodal transport operator** - an individual or legal entity that organizes multimodal transportation;
- 29) **transshipment** is the transfer of cargo from one mode of transport to another, carried out without reloading the cargo from one vehicle to another;
- 30) **cargo transportation** - transportation (movement) of cargo from the point of departure to the point of destination on the basis of a transportation agreement;
- 31) **reloading** - the movement of cargo from one vehicle to another;
- 32) **total loss (destruction)** is an irretrievable loss of cargo for the Insured (Insured) as a result of the impact of insured risks. Total loss (destruction) is recognized as:
 - a) damage in which:
 - ✓ the cargo cannot be restored;
 - ✓ the cost of restoration (repair) of the cargo exceeds 80% of its value (economic inexpediency);
 - b) complete non-arrival of the cargo;
- 33) **damage (spoilage) of cargo** - partial or complete loss of the cargo of its qualities due to its purpose en route;
- 34) **fire** - uncontrolled burning that creates a threat, causing harm to life and health of people, as well as material damage to cargo;
- 35) **loss of marketable condition** - loss of consumer properties, qualities or characteristics inherent in the cargo as a product to be sold in the trading network;
- 36) **robbery** - an attack for the purpose of stealing cargo, combined with violence dangerous to the life or health of the person attacked, or with the threat of direct use of such violence;
- 37) **multimodal transportation** - transportation by two or more modes of transport under a single consignment note (single bill of lading);
- 38) **natural disasters** - emergencies resulting from geophysical (earthquake, volcanic eruption, tsunami), geological (landslide, mudflow, landslide, avalanche, slope washout), meteorological (storm of 9-11 points, hurricane of 12-15 points, tornado, typhoon, flood, hail, lightning strike) dangerous natural phenomena and natural fires;
- 39) **collision** - collision of a vehicle with a load with moving and non-moving objects;
- 40) **insurance coverage** – the Insurer's readiness to provide the Insured with material compensation for damage in the event of an insured event in the form of an insurance payment, secured by a legal obligation;
- 41) **insurable interest** – property interest of the Insured (Insured, Beneficiary) in preventing risks and preventing the occurrence of an insured event, except for events that may be provided for under the endowment insurance agreement;
- 42) **Insurance territory** - the territory specified in the insurance contract, to which the insurance coverage applies. The insurance territory coincides with the route of cargo transportation (part thereof);
- 43) **technical malfunction of the vehicle** - breakdown, damage to structural units, components and parts affecting the technical operation of the vehicle during the transportation of goods;
- 44) **vehicle** - a unit of rolling stock of transport intended for the transportation of cargo;

- 45) **Loss** - non-delivery of cargo by the carrier to the point of destination after the expiration of the established delivery period, regardless of whether it occurred as a result of its actual destruction, theft, delivery to an unauthorized person, etc.;
 - 46) **damage** - property losses of the Insured caused by the loss (destruction), shortage and (or) damage (spoilage) of the cargo, arising as a result of the occurrence of the insured risks;
 - 47) **Charterer** – a party to a charter agreement that provides a vessel for a fee to the other party (charterer) for a fee all or part of the capacity of one or more vehicles for one or more voyages for the carriage of passengers, baggage and cargo;
 - 48) **freight forwarder** - a party to the forwarding agreement, who has assumed the obligation to perform or arrange for the performance of services related to the transportation of goods specified in the forwarding agreement, including to conclude on behalf of the client or on its own behalf the contract (contracts) for the carriage of goods;
 - 49) **theft** - unlawful gratuitous seizure and (or) conversion of cargo in favor of the guilty person or other persons, committed for mercenary purposes, causing damage to the owner or other owner of the cargo;
 - 50) **retention of cargo by the carrier** - the right of the carrier to retain the cargo and baggage transferred to the carrier for transportation as security for the carriage charge due to him and other payments for transportation;
 - 51) **sale of cargo by the carrier** - the right of the carrier to sell the cargo in case of evasion of the consignee's obligations to receive the cargo requiring special storage conditions (perishable), in the absence of instructions from the shipper on how to dispose of such cargo, when its storage is impossible and may lead to its damage;
 - 52) **disposal of cargo by the freight forwarder** - the right of the freight forwarder to retain the cargo in connection with non-payment of remuneration that the freight forwarder should receive for forwarding services;
 - 53) **SMGS** - Agreement on International Freight Traffic.
 - 54) **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. The Insurer insures the goods belonging to the Insured or for the safety of which the Insured/Insured is responsible in accordance with the legislation of the Republic of Kazakhstan (hereinafter referred to as the "cargo").
 - 1.5. Systematic insurance of different consignments on similar terms and conditions for a certain period of time may be carried out on the basis of a general cargo insurance contract (hereinafter referred to as **the "General Agreement"**), and a separate Insurance Agreement shall be concluded for each consignment of cargo in the form established by the Insurer (hereinafter referred to as the **"Contract for one transportation"**).
 - 1.6. Insurance of one carriage of cargo without entering into a General Agreement is carried out under a one-time Insurance Agreement (hereinafter referred to as the **"One-Time Contract"**). Within the framework of the Rules, the General Contract, the Contract for One Carriage and the One-Time Contract are hereinafter collectively referred to as the **"Insurance Agreement"**.
 - 1.7. In case of cargo insurance, the Insured may be an individual or legal entity that has an interest in the safety of the cargo, such as: shipper, consignee, carrier, charterer, freight forwarder, multimodal transport operator.
 - 1.8. Under the Insurance Agreement, the Insured undertakes to pay the insurance premium, and the Insurer undertakes to make an insurance payment to the Beneficiary within the

insurance amount specified in the Insurance Agreement upon the occurrence of the insured event provided for in the Insurance Agreement.

- 1.9. The Insurer shall provide insurance coverage in case of damage to the insured cargo subject to payment of the insurance premium in the manner and within the terms established by the Insurance Agreement, as well as upon the fulfillment by the Insured (Insured) of all insurance conditions established by the Agreement and the Insurance Rules.
- 1.10. An insurance contract concluded when the Insured, the Insured or the Beneficiary has no interest in preserving the insured cargo may be declared invalid by the court.

2. OBJECT OF INSURANCE

- 2.1. The object of insurance is the property interests of the Insured (Insured) that do not contradict the legislation of the Republic of Kazakhstan, related to the possession, use and disposal of the cargo, as well as with compensation for material damage caused as a result of loss (destruction), shortage and (or) damage (spoilage) of the cargo or its part during transportation, regardless of the method of transportation, as a result of the occurrence of risks named in the Insurance Agreement.
- 2.2. Information about the cargo and the method of its transportation is indicated in the insurance application and is stipulated in detail when concluding the Insurance Agreement.
- 2.3. The unlawful interests of the Insured (Insured) and/or the Beneficiary are not subject to insurance.

3. INSURED EVENT

- 3.1. Insured event is an event, upon the occurrence of which the Insurance Agreement provides for the insurance payment. An event considered as an insured event must have signs of probability and randomness of its occurrence.
- 3.2. An insured event is an event, the consequences of which may lead to the occurrence of an insured event. An insured event is recognized as an insured event if the loss (destruction), shortage and (or) damage (spoilage) of the insured cargo occurred (in the aggregate):
 - 1) during the term of the insurance (insurance protection) agreement;
 - 2) within the territory of insurance;
 - 3) as a result of the occurrence of the insured risks named in the Insurance Agreement.
- 3.3. A cargo insurance contract can be concluded on the basis of the following standard conditions:

Insurance terms and conditions	Type of damage to the cargo	Insurance risks
(A) all transport risks	Loss (death), shortage, damage (spoilage)	<ol style="list-style-type: none">1) Natural disasters.2) Fire, explosion.3) Accident (crash), collision.4) Collapse of bridges, tunnels.5) Theft, robbery, robbery, vandalism.6) Subsidence of the vessel aground, beaching, capsizing.7) Emergency throwing of cargo overboard or washing of cargo overboard.

(Q) limited coverage of transport risks	Loss (death), damage (spoilage)	1) Natural disasters. 2) Fire, explosion. 3) Accident (crash), collision. 4) Collapse of bridges, tunnels. 5) Subsidence of the vessel aground, beaching, capsizing. 6) Unloading of cargo in the port as a result of an accident. 7) Emergency throwing of cargo overboard or washing of cargo overboard.
(C) minimum coverage of transport risks	Loss (death)	1) Natural disasters. 2) Fire, explosion. 3) Accident, crash, collision. 4) Collapse of bridges, tunnels. 5) Complete non-arrival of the cargo at the destination specified in the insurance contract. 6) Subsidence of the vessel aground, beaching, capsizing. 7) Emergency throwing of cargo overboard or washing of cargo overboard.

- 3.4. The Insurance Agreement may be concluded on other terms and conditions agreed between the Insured and the Insurer that do not contradict the law.
- 3.5. Unless otherwise provided for by the insurance contract, the following are subject to compensation:
- ✓ losses and contributions for general average;
 - ✓ all necessary and expedient expenses incurred by the Insured (Insured, Beneficiary) in order to save the cargo or reduce the loss.
- 3.6. In case of recognition of an insured event as an insured event, at the request of the Insured (Insured), the expenses incurred by them to establish the causes and amount of damage caused to the cargo, if it is expressly provided for by the Insurance Agreement, shall be reimbursed.
- 3.7. By agreement with the Insurer, subject to payment of an additional insurance premium, the cargo may be insured for the period of its storage until transfer to the carrier at the point of departure in a warehouse not owned by the shipper, and (or) at the point of destination until delivery to the consignee. At the same time, unless otherwise provided by the Insurance Agreement, the insured event includes loss (destruction), shortage, damage (spoilage) of all or part of the cargo that occurred as a result of:
- ✓ natural disasters;
 - ✓ fire, explosion;
 - ✓ violation of the technology of loading and unloading operations and warehouse manipulations;
 - ✓ burglary, robbery, robbery;
 - ✓ flooding with groundwater, water in case of an accident of water supply, heating or sewerage systems, as well as as due to fire extinguishing.
- 3.8. When insuring cargo in accordance with the terms (A) of the Rules, as agreed with the Insurer, the cargo may be insured in case of breakdown of the refrigeration (refrigeration)

unit, provided that the vehicle used for the transportation of cargo requiring a special temperature regime of transportation is equipped with a device for automatic registration of air temperature in the cargo compartment (temperature recorder), as well as in the presence of a Certificate of compliance of the vehicle with such characteristics of transportation, Certificate of admission to international road transportation, relevant admission cards and other documents, the presence of which is mandatory for the transportation of goods in accordance with the requirements of the legislation.

- 3.9. Proof of the occurrence of an insured event, as well as the losses caused by it, lies with the Insured (Insured, Beneficiary).

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

- 4.1. The insured event does not include loss (destruction), shortage and (or) damage (spoilage), all or part of the cargo that occurred as a result of:
- 1) seizure, confiscation, requisition, arrest, prohibition of movement, detention or destruction by order of state authorities;
 - 2) violation of the requirements for the formation of enlarged cargo units and the rules for the transportation of goods, technical standards (conditions) for loading and securing cargo, other regulatory documents governing the loading, placement and securing of cargo in the vehicle;
 - 3) improper packaging (closure) of the cargo (in violation of state or industry standards) or packaging that does not ensure the safety of the cargo (non-compliance with the cargo), as well as in the absence of appropriate manipulation signs on the container or vehicle;
 - 4) shipment of cargo in a damaged condition;
 - 5) unsuitability of the vehicle for transportation of this cargo as not ensuring its safety (non-compliance with the transported cargo), malfunctions of the vehicle or lifting and transport equipment existing before loading the cargo, unseaworthiness of the vessel, etc.;
 - 6) transportation of oversized and (or) heavy cargo in the absence of coordination of the transportation route by road and other involved services; discrepancy between the dimensions and weight of the cargo and the throughput characteristics of the infrastructure elements: the use of a vehicle not intended for the transportation of such cargo;
 - 7) loading (storage) with the knowledge of the Insured (Insured, Beneficiary) or their representatives, but without the knowledge of the Insurer of dangerous goods together with the insured cargo;
 - 8) special natural properties of the cargo that caused a shortage of weight or loss of its consumer properties;
 - 9) the effects of temperature and humidity, rusting, oxidation, discoloration;
 - 10) deformation of the load under its own weight, defects or manufacturing defects;
 - 11) Sweating of the vessel, leakage of sea, lake or river, rainwater into the vessel;
 - 12) carriage by lighters, barges and other transport aids, except in cases where the use of such means is customary for local conditions;
 - 13) delay in the delivery of cargo and its consequences (damage to the cargo, loss of value, decrease in value, etc.);
 - 14) exposure to fungi and other microorganisms, worms, rodents, birds and insects;
 - 15) towing a vehicle with a load;
 - 16) violation of the technology of loading and unloading operations and temporary storage en route.

- 17) events (causes of damage, risks) not specified in the Insurance Agreement as an insured event.
- 4.2. In accordance with the Rules, the following is not refunded:
- 1) Damage from cargo shortage:
 - ✓ if there are no signs of access to the cargo en route;
 - ✓ arrived in a serviceable vehicle with intact seals of the consignor or seals of the customs authorities applied instead of the seals of the consignor after customs control, in the absence of the results of the examination (study) of the seals fixing the presence of traces of their opening (suspension, forgery);
 - ✓ in cargo packages with the integrity of the outer packaging.
 - 2) financial losses, including those resulting from a delay in the delivery of goods (any penalties, lost profits, losses from interruption of production, markdown or depreciation of cargo, exchange rate differences, etc.);
 - 3) damage not exceeding the established norms of natural loss, breakage (breakage), error in weight measurements;
 - 4) damage caused by the insolvency or failure of vehicle owners, charterers, freight forwarders or operators to fulfill their monetary obligations;
 - 5) the value of all or part of the cargo in case of loss of cargo resulting from the retention of the cargo by the carrier, the sale of the cargo by the carrier (freight forwarder);
 - 6) moral damage, damage to business reputation, indirect losses;
 - 7) legal costs.
- 4.3. Under the terms of the Rules and Insurance Agreements, an insured event is not recognized as an insured event and no insurance payment is made for damage caused as a result of events that occurred outside the territory of insurance, before or after the beginning of the insurance coverage.
- 4.4. Unless otherwise provided for by the insurance contract, the insured event does not include damage to the cargo as a result of:
- 1) the effects of a nuclear explosion, radiation or radioactive contamination;
 - 2) military actions or military measures and their consequences, destruction or damage by military weapons;
 - 3) terrorist acts, sabotage activities;
 - 4) civil war, civil unrest of any kind, riots or strikes;
 - 5) pirate actions (attack on a sea or river vessel with the aim of taking possession of someone else's property, committed with the use of violence or with the threat of its use);
 - 6) loss of marketable condition.
- 4.5. The insurer does not cover (including those caused by an insured event):
- 1) expenses for conducting cases related to the insured event and with its proof in any authorized bodies (mail, photocopying, notarization, examination; services of a lawyer, representative, translator);
 - 2) expenses for improvement and modernization during the restoration of damaged insured cargo;
 - 3) expenses for compensation for damage caused to third parties;
 - 4) risks of unforeseen expenses;
 - 5) commercial and warranty risk, non-fulfillment of contractual obligations.
 - 6) administrative fines, state duties, fees.
- 4.6. The Insurer shall not be liable for losses:
- 1) exceeding the amount of the insured amount (the Insurer's liability limit);
 - 2) not specified in the Insurance Agreement as an insured event.

- 4.7. Unless otherwise provided by the Insurance Agreement, the following are not subject to insurance:
- 1) valuable cargo (precious metals, jewelry, art objects, collections, etc.);
 - 2) organs intended for transplantation, donor blood, etc.;
 - 3) securities, banknotes, lottery tickets, etc.;
 - 4) software, electronic media with applied information, etc.;
 - 5) plants, animals.
- 4.8. The insurer has the right to fully or partially refuse the insurance payment if the insured event occurred as a result of:
- 1) deliberate actions of the Insured (Insured) and (or) the Beneficiary-Acquirer aimed at the occurrence of an insured event or contributing to its occurrence, except for actions committed in a state of necessary defense or extreme necessity;
 - 2) actions of the Insured (Insured) and (or) the Beneficiary, recognized in accordance with the procedure established by legislative acts as intentional crimes or administrative offenses that are in a causal relationship with the insured event.
- 4.9. The insurer has the right to refuse to make an insurance payment if:
- 1) breakage and scrap of glass, porcelain, faience, ceramics, marble and products made of them, as well as other cargo subject to combat and scrap, did not occur as a result of a collision with a vehicle or a stationary object, crash, overturning, falling during loading and unloading operations en route, fire, explosion, natural disaster, theft, robbery, robbery;
 - 2) chips, scratches, abrasions, dents and other mechanical damage did not occur as a result of a collision with a vehicle or a stationary object, crash, overturn, fall during loading and unloading operations en route, fire, explosion, natural disaster, theft, robbery, robbery. This condition applies to the following goods:
 - ✓ unpacked or not packed in rigid containers (wood, metal, hard plastic);
 - ✓ cargoes in non-factory packaging;
 - ✓ cargoes transported in bundles, packages, bundles;
 - ✓ cargoes on pallets under polyethylene film without individual packaging;
 - ✓ cars, boats, special equipment and other vehicles;
 - ✓ used goods.
 - 3) the damage to the cargo occurred as a result of its transportation in the same vehicle with other cargoes, in the absence of a collision with a vehicle or a stationary object, crash, overturning, fire, explosion, natural disaster, as well as not as a result of theft, robbery, robbery.
- 4.10. The Insurer shall be exempt from making the insurance indemnity in respect of those losses that have arisen as a result of the deliberate failure of the Insured (Insured, Beneficiary) to take reasonable and available measures to reduce losses, save and preserve the insured cargo.
- 4.11. The grounds for refusal of the Insurer to make the insurance payment may also be the following:
- 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) failure by the Insured (Insured, Beneficiary) to fulfill the obligations and conditions established by the Insurance Agreement;
 - 3) failure to notify the Insurer of changes in insurance risk;
 - 4) failure to notify or untimely notification of the Insurer about the occurrence of an event that has signs of an insured event, and (or) the consequence of which may be the occurrence of an insured event, in the manner and within the time limits established by the Insurance Agreement. An exception may be situations when the Insured (Insured,

- Beneficiary) was unable to notify the Insurer for a valid reason and confirmed it with documents;
- 5) obstruction by the Insured (Insured, Beneficiary) of the Insurer in the investigation of the circumstances of the occurrence of the insured accident and in establishing the amount of the loss caused by him;
 - 6) occurrence of an insured event outside the territory of insurance and (or) outside the period of validity of insurance coverage;
 - 7) if the relevant compensation has been received by the Insured from the person guilty of causing damage;
 - 8) if at the time of the occurrence of the insured event, the Insurance Agreement has not entered into force;
 - 9) if the Insured fails to provide documents confirming the occurrence of the insured event and the amount of damage caused to the cargo specified in Chapter 12 of the Rules;
 - 10) waiver of the Insurant's right of claim to the person responsible for the occurrence of the insured event, as well as refusal to transfer to the Insurer the documents necessary for the transfer of the right of claim to the Insurer;
 - 11) the loss of cargo resulting from the retention of the cargo by the carrier, the sale of the cargo by the carrier (freight forwarder) is not an insured event;
 - 12) other cases provided for by the legislation of the Republic of Kazakhstan, the Insurance Rules and the Insurance Agreement.
- 4.12. Release of the Insurer from insurance liability to the Insured on the grounds of his illegal actions, at the same time exempts the Insurer from making insurance payment to the Insured or Beneficiary.
- 4.13. Unless otherwise provided by the Insurance Agreement, in case of non-payment of the insurance premium (regular insurance premium) by the Insured in full, the Insurer's obligations to make the insurance payment under such Insurance Agreement shall be deemed not to have occurred, and the Insurer shall have the right not to make the insurance payment.
- 4.14. The insurance contract may provide for other exceptions from insured events and (or) grounds for refusal to make an insurance payment.

5. THE SUM INSURED. FRANCHISE

- 5.1. Insurance amount is the amount of money for which the cargo is insured, and which is the maximum amount of the Insurer's liability in the event of an insured event.
- 5.2. The insurance amount is established in the Insurance Agreement by agreement of the parties and cannot exceed the insured value of the cargo.
- 5.3. The actual value of the cargo is determined on the basis of the contract of sale or other document, entailing in accordance with the norms of the legislative acts of the Republic of Kazakhstan the emergence of the right of possession, use, disposal of the cargo, the actual value of the cargo at the time of conclusion of the Insurance Agreement. The actual value of the cargo is equal to its value at the point of departure (before the start of transportation).
- 5.4. If the insurance amount determined by the Insurance Agreement exceeds the actual value of the cargo, the Insurance Agreement is invalid in that part of the insurance amount that exceeds the insured value of the cargo at the time of conclusion of the Insurance Agreement.
- 5.5. Franchise - the Insurer's exemption from compensation for damage not exceeding a certain amount provided for by the terms of insurance. The franchise can be set both as a percentage of the insured amount and in absolute amount.
- 5.6. When concluding the Insurance Agreement, a conditional (non-deductible) or unconditional (deductible) franchise may be applied.

- 5.7. In case of a conditional deductible, the Insurer is exempt from compensation for damage not exceeding the established amount of the deductible, but must compensate for the damage in full if its amount exceeds this amount.
- 5.8. In the case of an unconditional deductible, the damage is always compensated for the deduction of the established amount.
- 5.9. The type and amount of the applicable franchise is established by the Insurance Agreement.

6. INSURANCE. PAYMENT PROCEDURE AND DEADLINES

- 6.1. Insurance premium is the amount of money that the Insured is obliged to pay to the Insurer for the latter's assumption of the obligation to make an insurance payment in the event of an insured event to the Beneficiary in the amount determined by the Insurance Agreement.
- 6.2. The amount of the insurance premium is determined by the Insurer on the basis of the approved insurance tariff, depending on the type of cargo, type of transportation, set of insurance risks, territory and term of the Insurance Agreement, etc.
- 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 paid in a lump sum or in installments, by bank transfer or in cash (in compliance with the requirements of the law).
- 6.5. 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.
- 6.6. If by the time of the insured event the insurance premium (first insurance installment) is still not paid, the Insurer:
 - 1) is exempt from fulfilling its obligations under the Agreement and is not responsible for insured events that occurred during the specified period, or
 - 2) has the right to set off the amount of unpaid insurance premium (insurance premium) when determining the amount of insurance payment.
- 3) The insurance premium shall be paid by the Insured in the national currency of the Republic of Kazakhstan - tenge.
- 4) The procedure and terms of payment of the insurance premium are established by the Insurance Agreement.

7. PROCEDURE FOR CONCLUDING AN INSURANCE CONTRACT

- 7.1. The Agreement is concluded on the basis of an insurance application filled out by the Insured, which is an integral part of it. The insurer has the right to change the format of the application. In the application, the Insured is obliged to indicate accurate and complete information in accordance with the questions posed by the Insurer. If the Insured indicates false information in the application, the Insurer shall have the right to refuse the Insured in the insurance indemnity upon the occurrence of an insured event.
- 7.2. Upon conclusion of the Insurance Agreement, the Insured shall inform the Insurer of all known circumstances that are essential for determining the probability of occurrence of the insured event and the amount of possible losses from its occurrence, if these circumstances are not known and should not be known to the Insurer.
- 7.3. In order to conclude the Insurance Agreement, the Insurer may request from the Insured additional documents (information) characterizing the insurance risk.
- 7.4. In the Application for Insurance, the Insured is obliged to indicate the information provided for by law, accurate and complete information about the cargo and the conditions of its

transportation, as well as other information that is essential for determining the degree of insurance risk, including:

- 1) surname, first name, patronymic (if any), address and IIN of the Insured (if it is an individual); name, location, BIN and bank details of the Insured (if it is a legal entity), sign of residency and sector of the economy;
 - 2) information about the Insured's activities;
 - 3) data on the cargo (name, quantity (weight, volume), type of packaging, special properties, special conditions of transportation and storage);
 - 4) information on the type of transport and the type of vehicle carrying out transportation;
 - 5) information about the transportation route (points of departure, transshipment, transshipment, temporary storage, destination);
 - 6) list of insurance risks;
 - 7) terms and conditions of insurance;
 - 8) the cost of the cargo and the amount of expenses for the organization of transportation (if they are subject to insurance), the amount of the insurance amount;
 - 9) information on losses during the transportation of this cargo for a period of at least 3 (three) years preceding the conclusion of the Insurance Agreement;
 - 10) information about the Insured and the Beneficiary, if they are participants in insurance relations (surname, first name of the patronymic or name, IIN or BIN, sign of residence and sector of the economy);
 - 11) other information requested by the Insurer.
- 7.5. The Insured shall be responsible for the accuracy and correctness of the information provided to the Insurer.
- 7.6. The Insurance Application signed by the Insured is an integral part of the Insurance Agreement.
- 7.7. When concluding the Insurance Agreement, the Insurer (its representative) shall have the right to check the condition of the cargo and the compliance of the information provided by the Insured in the Cargo Insurance Application with the information specified in the transportation document.
- 7.8. The Insurer has the right to refuse to conclude the Insurance Agreement with the Insured without explaining the reasons for the refusal.
- 7.9. The insurance contract is concluded in writing.
- 7.10. An insurance contract can be concluded both for insurance of one cargo transportation, with the insurance coverage period until the cargo is handed over to the consignee, and for insurance of the entire volume of cargo transported, with the provision of insurance coverage for a period of time agreed between the Insured and the Insurer.
- 7.11. In accordance with the Rules:
- 1) when insuring a specific transportation of goods, an Insurance Agreement (insurance policy) is drawn up;
 - 2) when insuring a certain volume of transported cargo for a period agreed by the parties, an Insurance Agreement is drawn up with the provision by the Insured of a declaration for each transportation of cargo;
 - 3) In case of insurance of an indefinite volume of different consignments of cargo on similar terms, a General Voluntary Cargo Insurance Agreement (hereinafter referred to as the General Agreement) shall be drawn up within the period agreed by the parties with the execution of an Insurance Agreement (insurance policy) for each consignment of transported cargo. In case of non-compliance of the content of the Insurance Agreement (insurance policy) with the General Agreement, preference shall be given to the Insurance Agreement (insurance policy).

- 7.12. The Insurer shall be liable for the incompleteness of the terms and conditions to be specified in the Insurance Agreement. In the event of a dispute under the Insurance Agreement due to the incompleteness of certain of its terms, the dispute shall be resolved in favor of the Insured.
- 7.13. Amendments and additions to the Insurance Agreement (excluding the insurance policy), the General Agreement are made by concluding an additional agreement, on the basis of an application of one of the Parties, sent in any way that allows confirming the acceptance of the application by the other party, including by e-mail.
- 7.14. In case of loss of the Insurance Agreement, the Insurer is obliged to issue a duplicate to the Insured on the basis of a written application.

8. TERM AND PLACE OF VALIDITY OF THE INSURANCE CONTRACT

- 8.1. Unless otherwise provided by the Insurance Agreement, the territory of insurance is the territory (route) of cargo transportation from the point of departure to the point of destination, including the territory of transshipment (transshipment) terminals and warehouses for temporary storage of cargo en route.
- 8.2. In case of change of the territory (route) of transportation, without prior written agreement with the Insurer, the Insurance Agreement (insurance protection) shall be terminated in the territory (route) not provided for by the Insurance Agreement.
- 8.3. The insurance contract is concluded for the period of transportation of goods from the point of departure to the point of destination, unless otherwise provided by the terms of insurance.
- 8.4. The general contract is concluded for a period of no more than 12 (twelve) months.
- 8.5. The General Agreement, the Insurance Agreement comes into force from the date of signing.
- 8.6. Unless otherwise provided by the Insurance Agreement, the insurance coverage shall commence from the day following the day of receipt of the insurance premium (if paid in installments - the first insurance premium) to the Insurer's account, but not earlier than the acceptance (transfer) of cargo for transportation from the point of departure specified in the Insurance Agreement, and shall be valid during the entire transportation, including terminal handling of cargo at the points of transshipment (transshipment), temporary storage.
- 8.7. The insurance cover shall be terminated simultaneously with the expiration of the Insurance Agreement, unless one of the following events has occurred earlier:
- ✓ transfer of cargo to the consignee;
 - ✓ expiry of 5 (five) calendar days after notifying the consignee of the arrival of the cargo at the point of destination;
 - ✓ another event established by the Insurance Agreement as the end of the insurance cover.
- 8.8. For the period of temporary storage of cargo en route, unless otherwise provided by the Insurance Agreement, insurance coverage is provided for a period of no more than 20 (twenty) calendar days from the date of arrival at the place of temporary storage.
- 8.9. The Insurance Agreement shall be terminated in the following cases:
- 1) expiration;
 - 2) making an insurance payment in the event of an insured event;
 - 3) early termination.
- 8.10. The insurance contract is terminated early in the following cases:
- 1) when the object of insurance ceased to exist;
 - 2) alienation of the insured object by the Insured, if the Insurer objects to the replacement of the Insured;

- 3) when the possibility of occurrence of an insured event has disappeared, and the existence of the insurance risk has ceased due to circumstances other than the insured event;
- 4) changes in the terms and information included in the Insurance Agreement (insurance policy);
- 5) in cases provided for by law.

In these cases, the Insurance Agreement shall be deemed terminated from the moment of occurrence of the circumstance provided for as a ground for its termination, of which the interested party shall immediately notify the other party.

- 8.11. Each of the parties has the right to early termination of the Insurance Agreement. The initiating party is obliged to notify the other party of the intention to terminate the Insurance Agreement early at least 10 (ten) business days before the expected date of termination.
- 8.12. In case of early termination of the Insurance Agreement, by agreement of the parties, an Additional Agreement on Early Termination shall be drawn up and signed by both parties.
- 8.13. Unless otherwise provided by the Insurance Agreement, in case of its early termination on the grounds listed in paragraph 8.10 of this Chapter, the Insurer shall be entitled to a part of the insurance premium in proportion to the term of the contract.
- 8.14. The Insurance Premium (or part thereof) shall not be refundable if the Insurance Agreement shall be terminated early after the insurance payment has been made thereunder.
- 8.15. The insurance premium (part) shall be refunded in a lump sum within 10 (ten) banking days from the date of early termination of the Insurance Agreement.
- 8.16. 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).
- 8.17. The Insured has the right to withdraw from the Insurance Agreement at any time.
- 8.18. In case of early termination of the Insurance Agreement at the initiative of the Insured (refusal of the Insured from the Insurance Agreement), the Insurer shall have the right to:
 - ✓ not to refund the paid insurance premium or insurance premiums;
 - ✓ to refund a part of the insurance premium in proportion to the unexpired term of the Insurance Agreement minus up to 25% of the amount to be refunded.
- 8.19. The terms of early termination of the Insurance Agreement at the initiative of the Insured are determined by the Insurance Agreement.
- 8.20. In cases where early termination of the Insurance 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.
- 8.21. In addition to the general grounds provided for by law, the Insurance Agreement shall be invalidated if the Insured, when entering into the Insurance Agreement, knowingly pursued the goal of obtaining improper benefits, including its conclusion after the occurrence of an insured event.

9. RIGHTS AND OBLIGATIONS OF THE PARTIES

9.1. The insurer has the right to:

- 1) when concluding the insurance contract, check the information provided by the Insured, familiarize himself with the documents for the cargo, inspect the insured cargo and be present when it is loaded into the vehicle and unloaded from the vehicle;
- 2) refuse to conclude the Insurance Agreement without explaining the reasons for the refusal;
- 3) during the term of the Insurance Agreement, check the status of the insurance risk, its compliance with the information provided by the Insured at the conclusion of the Insurance Agreement;
- 4) in case of an increase in the degree of insurance risk, to demand a change in the terms of the Insurance Agreement and (or) payment of an additional insurance premium in proportion to the increase in risk;
- 5) to participate in the rescue and preservation of the insured cargo. However, such actions of the Insurer or its representatives are not grounds for recognizing the Insured's right to receive insurance payment;
- 6) participate in the investigation of the insured event (case);
- 7) independently find out the causes and circumstances of the event that has signs of an insured event, including sending requests to the competent authorities, inspecting the insured cargo and determining the amount of damage caused, and, if necessary, in order to determine the causes and amount of damage, appoint an examination or involve specialized specialists;
- 8) postpone the decision to make the insurance payment for 3 (three) months, until the circumstances are clarified and all the information and necessary documents of the competent authorities determining the causes and amount of the damage caused are received, with a written notification to the applicant within 5 (five) working days from the date of the decision on the postponement;
- 9) require from the Insured (Insured, Beneficiary) the documents necessary to establish the causes and circumstances of the occurrence of the insured event, the amount of damage caused, specified in Chapter 12 of the Rules;
- 10) when determining the amount of insurance payment, offset the amount of the existing debt for the payment of the insurance premium (part thereof);
- 11) refuse to make an insurance payment or reduce its amount on the grounds provided for by the Rules (Insurance Agreement);
- 12) to present the right of recourse to the person responsible for causing the damage;
- 13) terminate the Insurance Agreement in case of non-payment of the insurance premium by the Insured in the manner and within the terms established by the Insurance Agreement (Insurance Rules), as well as in case of violation of the insurance terms and conditions by the Insurant (Insured);
- 14) suspend/refuse to carry out transactions with money and (or) other property under the Insurance Agreement in order to comply with the legislation on combating the legalization (laundering) of proceeds from crime and the financing of terrorism;
- 15) perform other actions that do not contradict these Rules, the Contract and the legislation of the Republic of Kazakhstan.

9.2. The insurer is obliged to:

- 1) ensure the secrecy of insurance;
- 2) familiarize the insurant with the insurance rules and, at his request, submit (send) a copy of the rules;
- 3) in case of loss of the Insurance Agreement by the Insured, to issue a duplicate thereof;
- 4) upon receipt of a message about an insured event, immediately register it;

- 5) issue to the Insurant (Beneficiary) a certificate indicating the full list of documents provided by him on the insured event and the date of their acceptance;
- 6) in the event of an insured event, make an insurance payment in the amount, procedure and terms established in the Insurance Agreement;
- 7) reimburse the Insurant (Insured) for the expenses incurred by him to reduce losses in the event of an insured event (event);
- 8) perform other actions provided for by these Rules, the Contract and the current legislation of the Republic of Kazakhstan.

9.3. The insurant has the right to:

- 1) require the Insurer to provide information on its solvency and financial stability;
- 2) familiarize yourself with the terms and conditions of insurance;
- 3) obtain a duplicate of the Insurance Agreement in case of its loss;
- 4) to challenge in the manner established by the legislation of the Republic of Kazakhstan, the decision of the Insurer on refusal to make insurance payment or reduction of its amount;
- 5) terminate the Insurance Agreement early in the manner prescribed by the Agreement;
- 6) withdraw from the Insurance Agreement at any time;
- 7) perform other actions that do not contradict these Rules, the Contract and the legislation of the Republic of Kazakhstan.

9.4. The insurant is obliged to:

- 1) inform the Insurer of the known circumstances that are essential for determining the probability of occurrence of the insured event and the amount of possible losses from its occurrence (insurance risk);
- 2) provide the Insurer with information on all Insurance Contracts concluded with insurance organizations in respect of the insured cargo;
- 3) pay the insurance premium in the amount, procedure and terms established by the Insurance Agreement;
- 4) familiarize the Insured with the terms and conditions of insurance. Violation of the terms of the Insurance Agreement by the Insured shall be regarded as their violation by the Insured;
- 5) perform obligations under the Insurance Agreement, insurance conditions;
- 6) ensure compliance with the requirements of the rules for the transportation of goods, technical conditions for loading and securing cargo, technical norms, packaging standards and requirements for packaging in terms of ensuring the safety of cargo;
- 7) inform the Insurer about the state of insurance risk;
- 8) immediately, but in any case not later than 3 (three) business days, 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, if these changes may significantly affect the increase in insurance risk;
- 9) not to refuse the cargo (part thereof) and the rights to such cargo (part of the cargo) damaged as a result of an insured event, if an independent expert (appraiser) establishes that the cargo (part of the cargo) is suitable for use in accordance with its purpose. The cost of such cargo is subject to deduction from the amount of insurance payment;
- 10) to make a decision on the claimed insured event, provide all the necessary and required documents by the Insurer in accordance with Chapter 12 of the Rules;
- 11) immediately, but not later than within 3 (three) business days from the date of receipt of any compensation (compensation) for losses caused as a result of an insured event from third parties, return the relevant part of the received insurance payment to the Insurer with a written notice to the Insurer;

- 12) ensure the transfer to the Insurer of the right of claim to the person responsible for the occurrence of the insured event, including the provision of documents necessary for the exercise of such right;
 - 13) maintain confidentiality about the terms of the Insurance Agreement, the amount of insurance premiums and payments;
 - 14) provide the documents and information requested by the Insurer necessary to comply with the requirements of the legislation of the Republic of Kazakhstan;
 - 15) perform other actions that do not contradict these Rules, the Contract and the legislation of the Republic of Kazakhstan.
- 9.5. **The beneficiary has the right to:**
- 1) receive information from the Insured and the Insurer about the terms of insurance;
 - 2) inform the Insurer about the occurrence of an insured event;
 - 3) to participate in the investigation of the insured event;
 - 4) to receive insurance payment in the manner and on the terms established by the Insurance Agreement;
 - 5) perform other actions that do not contradict these Rules, the Contract and the legislation of the Republic of Kazakhstan.
- 9.6. The Insurer, the Insurant (Insured, Beneficiary) have other rights and obligations established by the legislation, the Rules, the Insurance Agreement.

10. CONSEQUENCES OF AN INCREASE IN INSURANCE RISK DURING THE TERM OF THE INSURANCE CONTRACT

- 10.1. During the validity period of the Insurance Agreement, the Insured (Insured) shall immediately, but not later than within 3 (three) business days from the date when he became or should have become aware of significant changes in the circumstances reported to the Insurer when entering into the Insurance Agreement, inform the Insurer in writing.
- 10.2. In any case, the changes specified in the Insurance Agreement are recognized as significant, as well as:
- 1) delay in the shipment of cargo, en route, including at state crossing points, release of cargo to the consignee;
 - 2) deviation from the transportation route specified in the Insurance Agreement;
 - 3) change of points of transshipment, transshipment, temporary storage, unloading (destination) of cargo;
 - 4) forced (unscheduled) reloading of cargo to (in) another vehicle not specified in the Insurance Agreement;
 - 5) replacement of the mode of transport used for transportation;
 - 6) change in the type (method) of transportation;
 - 7) temporary storage of cargo at the place of loading (dispatch), unloading (delivery), route, not provided for in the Insurance Agreement.
- 10.3. Changes in the terms and conditions of cargo transportation that occurred after the conclusion of the Insurance Agreement and increase the degree of risk shall entitle the Insurer to demand changes in the terms of the Insurance Agreement and/or payment of an additional insurance premium in proportion to the increase in risk and/or termination of the Insurance Agreement.
- 10.4. If the Insured (Insured) objects to the amendment of the terms of the Insurance Agreement or the payment of an additional insurance premium, the Insurer shall have the right to demand early termination of the Insurance Agreement and compensation for losses caused by such termination, and in the event of an insured event, to refuse to make the insurance payment.

- 10.5. If the Insured (Insured) fails to comply with the provisions of clauses 10.1. and 10.2. of this Chapter of Obligations, the Insurer shall have the right at its own discretion:
- ✓ demand termination of the Insurance Agreement and compensation for losses caused by its termination;
 - ✓ in the event of an insured event, reduce the amount of insurance payment in proportion to the increase in insurance risk;
 - ✓ refuse to pay the insurance payment.
- 10.6. 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.

11. ACTIONS IN THE EVENT OF AN INSURED EVENT

- 11.1. In the event of an event that has signs of an insured event, and (or) the consequence of which may be the occurrence of an insured event, the Insured/Insured/Beneficiary shall:
- 1) immediately, but not later than within 3 (three) business days from the date of occurrence of the event (from the moment it became known about the occurrence of the event), notify the Insurer in writing, indicating the nature, circumstances (causes) of the occurrence of damage, as well as its estimated amount;
 - 2) take reasonable and available measures in the circumstances to prevent or mitigate possible losses;
 - 3) to inform the Carnet holder, the guilty (responsible) person in writing about the event within the time limits provided for by the legislation, the contract of carriage (forwarding, chartering, storage);
 - 4) ensure documentation of unsafe transportation of cargo (damage caused during temporary storage, terminal handling) in accordance with the current legislation or the Insurer's recommendations;
 - 5) provide the Insurer (its representative) with the opportunity to investigate the insured event and determine the amount of damage caused, inspect and examine the damaged cargo, the vehicle on which the cargo was transported, the place where the insured event occurred;
 - 6) assist the Insurer in investigating the circumstances and causes of the occurrence of the insured event, not interfere with or evade giving explanations and (or) providing documents necessary, in the opinion of the Insurer, to make a decision on the status of the event that has occurred;
 - 7) follow the instructions of the Insurer (if any). However, these instructions cannot be considered as an acknowledgement by the Insurer of its obligation to make an insurance payment;
 - 8) not to change the condition of the cargo, if this does not affect safety or cause an increase in damage, until it is inspected by the Insurer's representative or until instructions are received from him in respect of the cargo;
 - 9) take measures to ensure that the Insurer exercises the right of claim against the person responsible for losses;
 - 10) invite the Insurer's representative to the place of loading/unloading of cargo by sending a written message to the Insurer indicating the exact address (place) of loading/unloading of cargo.
- 11.2. 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.
- 11.3. Failure to notify the Insurer of the occurrence of an insured event (event) gives it the right to refuse in full or in part the insurance payment.
- 11.4. Upon receipt of a notification of an insured event (event), the Insurer shall:
- 1) registers the notification received;

- 2) make a decision on the need to inspect the cargo (the vehicle on which the cargo was transported) and (or) to investigate the circumstances of the occurrence of the insured event on the spot;
 - 3) if necessary, provide the Insured with instructions on further actions.
- 11.5. If, upon receipt (acceptance) of the cargo, the consignee did not inform the carrier in writing about the shortage or damage (spoilage) of the cargo, did not take any measures and actions for the appropriate registration of unsafe transportation, then it is considered that the cargo was received by him in full good condition in accordance with the transportation documents. This circumstance serves as a basis for rejecting the claim for insurance payment, not recognizing such an event as an insured event and not making an insurance payment.
- 11.6. The Insured (Insured, Beneficiary) shall not refuse to receive the cargo arrived at his address, even if it is unsuitable for further use for its intended purpose.
- 11.7. The Insured shall not have the right to destroy the insured cargo unsuitable for use for its intended purpose without the written consent of the Insurer.

12. DOCUMENTS REQUIRED FOR CONSIDERATION OF THE ISSUE ON THE IMPLEMENTATION OF INSURANCE PAYMENT

- 12.1. To receive the insurance payment, the Insured (Insured, Beneficiary) must apply to the Insurer with an application for insurance payment.
- 12.2. The application for insurance payment must be accompanied by documents confirming the occurrence of the insured event, determining the causes and amount of damage caused as a result of it.
- 12.3. To confirm the legitimacy of applying to the Insurer with an application for insurance payment, the Insured (Insured, Beneficiary) must provide a copy of the Insurance Agreement.
- 12.4. To confirm the existence of an insurable interest, the following must be attached to the application for insurance payment:
- 1) Shipping document:
 - ✓ for air transportation - an air waybill ("House Air Waybill" or "Master Air Waybill");
 - ✓ in case of sea transportation - bill of lading;
 - ✓ in case of transportation by inland water transport - a consignment note;
 - ✓ in case of railway transportation - the original of the railway SMGS consignment note (sheet No 1,6) for transportation in international traffic, the original of the railway consignment note for transportation in domestic traffic;
 - ✓ in case of road transportation - CMR-consignment note and TIR Carnet or other international consignment note, consignment note when transporting in the territory of the Republic of Kazakhstan;
 - ✓ in case of multimodal transportation - a single bill of lading for international transportation, a single consignment note for domestic transportation;
 - 2) a document confirming the quantity and value of the shipped cargo (purchase and sale contract, invoice, invoice, payment order, customs declaration, invoice, specification, shipping (cargo) waybill, etc.).
- 12.5. To confirm the fact of damage to the cargo, depending on the type of transportation, the characteristics of the event and the legislation applicable in a particular case, the following must be attached to the application for insurance payment:
- 1) written official notification to the responsible person about the fact of damage to the cargo and a written response received from the responsible person (if any);

- 2) commercial act, sea protest, malfunction report, dispatch, emergency certificate, other official act (document) drawn up with the participation of the carrier's representative;
 - 3) duly certified documents of the authorized bodies on the road traffic accident (accident, crash), offense or other document drawn up by the competent authorities in accordance with the requirements of the legislation of the country on the territory of which the signs of damage to the cargo were found, confirming the fact and cause of the occurrence of the insured event;
 - 4) documents of the competent authorities confirming the occurrence of emergencies of natural and (or) man-made nature that caused damage to the cargo;
 - 5) a copy of the official correspondence between the participants in the cargo transportation and with the person responsible for causing damage to the cargo.
- 12.6. In case of complete non-arrival of the cargo at the point of destination specified in the Insurance Agreement, the following shall be additionally attached to the application for insurance payment:
- 1) for air transportation: air waybill with a mark of the destination airport on the non-arrival of the cargo, a copy of the registered written request to the responsible person (airport of departure, airline, agent, freight forwarder) for the search of the cargo;
 - 2) for sea transportation: bill of lading with a mark of the port of destination on the non-arrival of the cargo, a copy of the application for the search of the cargo registered by the authorized body;
 - 3) in case of transportation by inland water transport: receipt of acceptance of cargo for transportation with a mark of the port of destination on non-arrival of cargo, a copy of the registered application for cargo search;
 - 4) for railway transportation: a receipt of acceptance of the cargo for transportation (SMGS - sheet No 5) with a mark of the destination station on the non-arrival of the cargo, a copy of the registered application for the search for the cargo;
 - 5) for road transportation: an application registered by the internal affairs authorities for the search of a vehicle with cargo, a copy of the registered claim to the carrier for non-delivery of the cargo.
- 12.7. In addition, the application for insurance payment must be accompanied by all correspondence between the participants in the transportation of the cargo and with the persons involved in the case of non-delivery of the cargo to the point of destination, as well as related to the search for the cargo.
- 12.8. In case of shortage of insured cargo, the following shall be additionally attached to the application for insurance payment:
- 1) if there are signs of cargo theft - a copy of the application to the internal affairs authorities on the initiation of a criminal case, a certificate of initiation (refusal to initiate or suspend) a criminal case, a document confirming the results of the investigation (if any), a conclusion on the trace study (examination) of seals (if necessary);
 - 2) if there are no signs of theft - a copy of the official correspondence between the participants of the cargo transportation and with the person responsible for the shortage of cargo.
- 12.9. To determine the amount of damage in case of damage (spoilage) of cargo, the following shall be attached to the application for insurance payment: an expert report; report of an independent appraiser, calculation of restoration repairs; defective act (statement); a document of the competent authority or an authorized specialist establishing the complete unsuitability for use of the damaged cargo (part thereof) for its intended purpose, photographs.

- 12.10. If the cause of damage (spoilage) of the cargo is a technical or commercial malfunction of the vehicle, a document (act) must be attached to the application for insurance payment, fixing these damages and the cause of their occurrence.
- 12.11. In order to investigate an insured event, the Insurer has the right to request information and documents from the competent authorities that have information about the circumstances of the occurrence of the insured event, as well as to independently find out the causes and circumstances of its occurrence.
- 12.12. To reimburse the expenses incurred by the Insured in order to prevent or reduce losses, supporting documents (checks, receipts, invoices, invoices, acts of work performed, etc.) must be attached.
- 12.13. Documents provided to the Insurer in a foreign language must be translated into Kazakh or Russian with notarization of the accuracy of the translation, legalized or apostilled in the appropriate manner.
- 12.14. The insurer has the right to independently reduce the list of documents required to make a decision on the status of the insured event and limit itself to documents that are sufficient, in its opinion, to make this decision.
- 12.15. The specific list of documents is determined by the Insurance Agreement.
- 12.16. The insurer that accepted the documents is obliged to issue to the applicant a certificate indicating the full list of documents provided and the date of their acceptance. One copy of the certificate shall be issued to the applicant, the second copy with the applicant's mark of its receipt shall be kept by the Insurer.
- 12.17. In case the Insurant (Insured, Beneficiary) fails to submit all the documents necessary for consideration of the issue of insurance payment, the Insurer is obliged to notify the applicant in writing of the missing documents within 5 (five) business days from the date of receipt of the application for insurance payment.

13. PROCEDURE AND CONDITIONS FOR INSURANCE PAYMENT

- 13.1. Insurance indemnity is the amount of money paid by the Insurer to the Insured (Beneficiary) within the insured amount upon the occurrence of an insured event.
- 13.2. 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.
- 13.3. 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.
- 13.4. Unless another period is provided for by the Insurance Agreement, the decision to make the insurance payment or to refuse it shall be made by the Insurer within 15 (fifteen) business days from the date of receipt of all documents confirming the occurrence of the insured event and the amount of damage caused to the cargo. At the same time, the deadline for making a decision may be suspended in order to comply with the legislation on combating the legalization (laundering) of proceeds from crime and the financing of terrorism.
- 13.5. The insurer has the right to suspend the decision on insurance payment, with a written notification of the applicant, in the event of:
 - 1) if the relevant competent authorities have initiated a criminal case, initiated an administrative or other investigation of the circumstances that led to the occurrence of the insured event, before the issuance of a legally binding verdict in the criminal

- case or the completion of the investigation, and the submission of relevant documents to the Insurer;
- 2) if there are objective (reasoned) grounds for checking the submitted documents confirming the occurrence of the insured event or the amount of damage caused, until confirmation of their reliability is received from the competent authorities, for a period of no more than 3 (three) months.
- 13.6. Expenses incurred by the Insured in order to prevent or mitigate losses are subject to reimbursement by the Insurer, if such expenses were necessary or were incurred to fulfill the instructions of the Insurer, even if the relevant measures were unsuccessful.
- 13.7. The Insured (Insured, Beneficiary) with the consent of the Insurer may declare the waiver of his rights to the insured cargo in favor of the Insurer (abandonment) and receive an insurance payment in the amount of the insured amount in the following cases:
- 1) complete non-arrival of the cargo;
 - 2) complete loss of cargo;
 - 3) the economic inexpediency of restoring the damaged cargo.
- 13.8. The transfer of the Insured's rights to the insured cargo to the Insurer does not release the latter from his obligation to take all possible measures to minimize the damage.
- 13.9. The Insurer shall notify the Insured/Insured/Beneficiary of the refusal to make the insurance payment in writing with a reasoned justification of the reasons within 15 (fifteen) business days after the decision is made.
- 13.10. 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.
- 13.11. 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.
- 13.12. 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.
- 13.13. Refusal of the Insurer to make insurance payment may be appealed in the manner established by the legislation of the Republic of Kazakhstan.
- 13.14. The Insurant (Insured, Beneficiary) shall be obliged to return to the Insurer the received insurance indemnity (the relevant part thereof):
- ✓ if the damage is compensated to the Insured/Beneficiary by the person responsible for causing the damage;
 - ✓ if during the limitation period there is a circumstance that, by virtue of the law or in accordance with the Rules, fully or partially deprives the Insured or the Beneficiary of the right to insurance payment;
 - ✓ if the lost cargo is found, delivered and handed over to the consignee. At the same time, if the cargo is delivered to the consignee in a damaged condition (disassembled), the Insured shall return to the Insurer the received insurance payment minus the cost of restoration repairs (before assembly), provided that there is documentary evidence of the costs of its restoration (repair) or bringing it to the condition in which it was at the time of conclusion of the Insurance Agreement.
- 13.15. Refund of the amount of insurance payment (part thereof) shall be made to the Insurer within 3 (three) banking days from the date of occurrence of the event specified in this paragraph.

14. DETERMINATION OF THE AMOUNT OF LOSSES

- 14.1. The insurance indemnity shall be made in the amount of actual damage caused to the Insured (Insured, Beneficiary) as a result of the occurrence of the insured event, but not more than the insured amount (limit of the Insurer's liability) established by the Insurance Agreement, taking into account the franchise, as well as the conditions on the proportion to the actual value of the cargo (if any).
- 14.2. The amount of damage caused shall be determined by the Insurer on the basis of documents recording the consequences of transportation and (or) inspection of the insured cargo, as well as on the basis of documents confirming the damage caused to the cargo during the period of validity of insurance coverage and its amount.
- 14.3. In accordance with the Rules, the amount of actual damage is determined by:
 - 1) in case of complete loss of cargo or in case of its complete non-arrival - in the amount of the actual value of the cargo at which the cargo was accepted for insurance;
 - 2) in case of shortage of cargo - in the amount of the cost of the missing part of the cargo;
 - 3) in case of damage (spoilage) of the cargo - based on the cost of restoration works or the difference in the value of the cargo due to a decrease in its quality.
- 14.4. The assessment of the amount of damage caused by the loss or damage of cargo is carried out by an independent appraiser who has the right to conduct an assessment and draw up the relevant documents.
- 14.5. In the event of disputes between the parties about the causes and amount of damage, each of the parties has the right to conduct an examination (examination by a competent person). The examination (study) is carried out at the expense of the party that requested its conduct.
- 14.6. In case of disagreement of one of the parties with the results of the examination, the Insurer shall be entitled to pay the undisputed part of the damage in the manner and within the time limits provided for by the Rules or the Insurance Agreement.
- 14.7. If the insurance amount established in the insurance contract is less than the actual value of the insured cargo at the time of conclusion of the insurance contract, then the amount of insurance payment is calculated in proportion to the ratio of the insured amount and the actual value of the insured cargo.
- 14.8. Losses and (or) expenses in general average are determined on the basis of a dispatch drawn up in accordance with the rules of maritime transportation.
- 14.9. Insurance does not cover moral damage, indirect losses (lost profits, penalties, etc.) and damage to business reputation, even if they were caused by an insured event.
- 14.10. When making an insurance payment, the Insurer has the right to offset the insurance premiums due to it, or insurance premiums not paid by the Insured.
- 14.11. The amount of expenses incurred in order to prevent or mitigate losses is determined on the basis of documents confirming these expenses.
- 14.12. The Insured's expenses incurred in order to prevent or reduce possible losses, including for the rescue and preservation of the insured cargo, shall be reimbursed in actual amounts, however, so that the total amount of insurance payment and compensation for expenses does not exceed the maximum amount of the Insurer's liability provided for by the Insurance Agreement.
- 14.13. Expenses incurred as a result of the Insurant's execution of the Insurer's instructions shall be reimbursed in full regardless of the insured amount.
- 14.14. In cases where the damage caused as a result of an insured event is compensated to the Insured (Beneficiary) by third parties, the Insurer shall reimburse only the difference between the amount to be compensated under the Insurance Agreement and the amount received from the third party.

- 14.15. The insurer has the right to replace the insurance payment (or part thereof) with compensation for damage in kind within the amount of the insurance payment.

15. CONSIDERATION OF THE ISSUE BY THE INSURER ON THE IMPLEMENTATION OF INSURANCE PAYMENT

- 15.1. 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 perform 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.
- 15.2. The insurer shall make the insurance payment or refuse to make the insurance payment in the manner specified in these Rules.
- 15.3. 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.
- 15.4. 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.
- 15.5. The decision of the Insurer 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 a package of documents with a reasoned justification of the reasons for the refusal and a notification of the right of the Insurant (Insured, Beneficiary) to apply to the insurance ombudsman to settle disputes, taking into account the specifics of the legislation of the Republic of Kazakhstan. At the same time, the execution of the decision of the insurance ombudsman for the Insured (Insured, Beneficiary) is not mandatory.

16. DOUBLE INSURANCE

- 16.1. Double insurance is cargo insurance with several insurers under independent insurance contracts with each.
- 16.2. Upon conclusion of the Insurance Agreement, the Insured shall inform the Insurer about the existence of other insurance contracts in respect of the cargo claimed for insurance.
- 16.3. In case of double cargo insurance, each insurer is liable to the Insured within the limits of the contract concluded with him, but the total amount of insurance payments received by the Insured from all insurers cannot exceed the actual damage.
- 16.4. The insured has the right to receive an insurance payment from any insurer in the amount of the insurance amount provided for by the contract concluded with him. If the received insurance indemnity does not cover the actual damage, the Insured has the right to receive the missing amount from another insurer.

- 16.5. The Insurer, fully or partially exempt from 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.
- 16.6. In case of double insurance, the Insurer has the right to find out the causes and circumstances of the event that has signs of an insured event, to determine the amount of losses caused as a result of the insured event, together with other insurers.
- 16.7. In case of double insurance after the occurrence of an insured event, the Insured is obliged to provide the Insurer with all information regarding the settlement of the insurance payment issue in other insurance organizations, including information on the amount of insurance payment received from other insurers.

17. SUBROGATION

- 17.1. The Insurer who made the insurance payment shall receive the right of claim that the Insurant (Insured) has against the person responsible for losses compensated as a result of insurance within the amount paid.
- 17.2. The Insurant (Insured) is obliged to transfer to the Insurer all the documents and evidence available to him/her upon receipt of the insurance payment, and to inform it of all the information necessary for the Insurer to exercise the right of claim transferred to it.
- 17.3. If the Insurant (Insured) has waived his/her right of claim to the person responsible for the losses compensated by the Insurer, or the exercise of this right has become impossible due to the fault of the Insurant (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.

18. LIABILITY OF THE PARTIES

- 18.1. In case of untimely implementation of insurance payment, the Insurer is obliged to pay a penalty to the Beneficiary in the manner and amount established by Article 353 of the Civil Code of the Republic of Kazakhstan.
- 18.2. The Party that has not fulfilled or improperly fulfilled its obligations under the Insurance 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.
- 18.3. Force majeure includes, but is not limited to: floods, fires, earthquakes and other natural disasters, wars or military actions of any nature, blockades, prohibitions of public authorities. A specific list of force majeure circumstances may be provided for in the Insurance Agreement.
- 18.4. 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 Insurance Agreement.
- 18.5. The effect of force majeure circumstances must be confirmed by the relevant documents of the competent authorities.
- 18.6. The liability of the parties provided for in this section may be changed (supplemented) in accordance with the terms of the Insurance Agreement.

19. AMENDMENTS AND ADDITIONS TO THE INSURANCE AGREEMENT

- 19.1. Amendments and additions to the Insurance Agreement are made by mutual consent of the parties, on the basis of a written application (notification) of one of the Parties.
- 19.2. Cases of amendments to the terms of the agreement:
 - change of the object of insurance;

- change in the information provided at the conclusion of the insurance contract;
 - change in the validity period of insurance coverage
 - other cases in accordance with the legislation of the Republic of Kazakhstan.
- 19.3. From the moment of receipt of the application of one of the Parties until the moment of making a decision, the Insurance Agreement is valid on the same terms.
- 19.4. Amendments and additions to the Insurance Agreement concluded in accordance with these Rules shall be formalized by drawing up and signing an additional agreement to the Insurance Agreement.
- 19.5. All changes and additions to the Insurance Agreement are legally binding subject to their written execution and signing of an additional agreement by authorized representatives of both Parties.

20. DISPUTE RESOLUTION PROCEDURE

- 20.1. Any disputes and/or disagreements arising out of or in connection with the Insurance 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) business 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 resolution.
 - 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. The insurance contract may provide for other conditions that do not contradict the legislation of the Republic of Kazakhstan.
- 21.2. 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.
- 21.3. In case of non-compliance of the content of the Insurance Agreement with these Rules, the terms of the Insurance Agreement shall apply, if it is expressly stipulated in the Insurance Agreement.
- 21.4. To the extent not regulated by these Rules, the current legislation of the Republic of Kazakhstan shall apply.