

"APPROVED"

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

RULES
VOLUNTARY INSURANCE
OF CIVIL LIABILITY
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. Procedure for determining insurance amounts. Franchise
6. Procedure for determining insurance premiums
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. Actions in the event of an insured event
11. Documents required for consideration of the issue of insurance payment
12. Procedure and conditions for making an insurance payment
13. Consideration by the insurer of the issue of insurance payment
14. Double Insurance
15. Amendments and additions to the Insurance Agreement
16. Terms and Conditions of Termination of the Insurance Agreement
17. Liability of the parties
18. Dispute Resolution Procedure
19. Additional conditions
20. Application

1. GENERAL PROVISIONS

- 1.1. These Rules of Voluntary Insurance of Civil Liability of Basel Insurance Company JSC (hereinafter referred to as the Insurance 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, other regulatory legal acts of the Republic of Kazakhstan and regulate legal relations arising in the field of voluntary insurance of civil liability. establish the economic and organizational foundations for its implementation.
- 1.2. Under the terms of the Insurance Rules, Basel Insurance Company JSC (hereinafter referred to as the Insurer) carries out voluntary insurance of civil liability, except for the risks covered by the insurance classes specified in subparagraphs 9), 10), 11), 11-1) and 11-2) - paragraph 3 of Article 6 of Chapter 2 of the Law of the Republic of Kazakhstan dated December 18, 2000 No 126 "On Insurance Activities", by entering into a Voluntary Civil Liability Insurance Agreement (hereinafter referred to as the Insurance Agreement) with legal entities and individuals (Insured).
- 1.3. If the Insurance Agreement is concluded with a legal entity, the insurance cover applies to the Insured and the Insured's employees. The Insurant is a legal entity shall have the right to indicate in the Insurance Agreement other legal entities and individuals in respect of which the insurance coverage is valid under the Insurance Agreement.
- 1.4. If the Insurance Agreement is concluded with an individual, then the civil liability of the persons specified by the Insured in the Insurance Agreement, as well as the Insured himself, is insured.
- 1.5. By agreement between the Insured and the Insurer on the basis of the Insurance Rules, Insurance Agreements may be concluded, providing for the amendment, exclusion of certain provisions of the Insurance Rules, as well as additional conditions determined at the conclusion of the Insurance Agreement. If the terms of the Insurance Agreement differ from the terms and conditions of the Insurance Rules, the terms of the Insurance Agreement shall apply.
- 1.6. Basic concepts used in the Insurance Rules:
 - 1) **Insurance Rules** – a document of the Insurer that determines the conditions for insurance in the class of voluntary insurance of civil liability;
 - 2) **Insurance Agreement** – an Agreement concluded between the Insurer and the Insured on the terms determined by the Insurance Rules, according to which the Insured undertakes to pay the insurance premium, and the Insurer undertakes to make an insurance payment to the Insured (Beneficiary) in the event of an insured event, within the limits of the insurance amount determined by the Insurance Agreement;
 - 3) **Insurant** – a person who has entered into an Insurance Agreement with the Insurer;
 - 4) **Insured** – a person in respect of whom insurance is carried out;
 - 5) **Beneficiary** – a person who, in accordance with the Insurance Agreement, is the recipient of the insurance payment;
 - 6) **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;
 - 7) **Franchise** is the Insurer's exemption from compensation for damage not exceeding a certain amount provided for by the terms of insurance. Franchise can be conditional (non-deductible) and unconditional (deductible). In case of conditional deductible,

the Insurer is exempt from compensation for damage not exceeding the established amount of deductible, but must compensate for damage in full, if its amount exceeds this amount.

- 8) **insurance premium** – the amount of money that the Insured is obliged to pay to the Insurer for the latter's assumption of obligations to make an insurance payment to the Insured (Beneficiary) in the amount determined by the Insurance Agreement;
- 9) **insured event** - an event, upon the occurrence of which the Insurance Agreement provides for the implementation of an insurance payment;
- 10) **insurance indemnity** – the amount of money paid by the Insurer to the Insured (Beneficiary) within the insured amount upon the occurrence of an insured event;
- 11) **application of the Insured** - a written document of the Insured with a description of the object of insurance and the nature of the risk, including, in addition to other conditions requested by the Insurer, information on the location, cost, condition, procedure for storage or use, technical readiness, as well as qualitative characteristics of a certain object of insurance;
- 12) **civil (civil) liability** - the liability of the Insured (Insured) for obligations arising as a result of causing harm to the life, health or property of third parties, as well as liability for obligations arising from the Contracts as a result of the activities carried out by the Insured (Insured);
- 13) **insurance coverage** – the Insurer's obligation under the Insurance Agreement to compensate for damage caused by the Insured (Insured) to the life, health or property of third parties, as well as as a result of the occurrence of the Insured's (Insured's) liability for obligations arising from the Agreements concluded by the Insured, as a result of the occurrence of insured events;
- 14) **Insured risks** are the expected events specified in the Insurance Agreement, which have signs of probability and randomness, the unexpected occurrence of which may lead to harm to the life, health and (or) property of third parties and/or liability for obligations arising from the Contracts as a result of the occurrence of insured events;
- 15) **third party (Victim)** – a person whose life, health and (or) property have been damaged as a result of the Insurant's (Insured's) professional activities, or non-fulfillment (improper) performance by the Insurant (Insured) of its contractual obligations, the obligation to reimburse which, according to the legislation of the Republic of Kazakhstan, is imposed on the Insurant (Insured). Third parties do not include the Insurant himself, his employees, but as well as individuals and legal entities acting on behalf of the Insured;
- 16) **Damage caused in a state of extreme necessity** is actions to eliminate the danger that threatened the life, health, rights and legitimate interests of the perpetrator or other persons, if this danger under the given circumstances could not be eliminated by other means. Damage caused in a state of extreme necessity is compensated if the limits of extreme necessity are exceeded. the degree of danger threatened, and the situation in which the danger was eliminated when the rights of the protected interests were harmed equal to or greater than that prevented;
- 17) **intentional infliction of damage by the Beneficiary** - actions (inaction) committed by the Beneficiary, in which the possible occurrence of loss is expected with a sufficiently high probability and is consciously allowed by the person responsible for such actions. For example, the consumer's appeal for technical or other assistance to non-specialists in this field, the consumer's independent opening of factory seals on

- technically complex products, independently or with the help of non-specialists to extract and replace structural elements, parts, blocks in technically complex products;
- 18) **Employee** - an individual who is in labor relations with the employer and directly performs work under an employment contract;
 - 19) **appraiser** – an individual who carries out professional activities on the basis of a certificate of qualification "appraiser" issued by the Chamber of Appraisers, and is a member of one of the chambers of valuers;
 - 20) **double (multiple) insurance** - insurance of the same object with several Insurers under independent Contracts with each.
 - 21) **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".
- 1.7. Unlawful interests of the Insured are not subject to insurance.
 - 1.8. Under the Insurance Agreement, the risk of civil liability may be insured, both for the Insured and for another person to whom such liability may be imposed (the Insured). In the event that the object of insurance is the property interests of the Insured, all provisions of the Insurance Rules that directly or indirectly affect the rights and obligations of the Insured shall equally apply to the Insured, unless otherwise provided by the legislation/Insurance Agreement/Appendix to these Rules.
 - 1.9. The signature of the Insured or his/her representative in the Insurance Agreement (insurance policy) and (or) payment of the insurance premium is a confirmation that the Insured (Insured) has been familiarized with the Insurance Rules, the full consent of the Insured (Insured) with the Insurance Rules and a copy of the Insurance Rules has been received by the Insured (Insured).
 - 1.10. The Insured's obligations specified in the Insurance Rules and the Insurance Agreement shall equally apply to the Insured. Failure by the Insured to fulfill these obligations entails the same consequences as failure by the Insured.

2. OBJECT OF INSURANCE

- 2.1. The object of insurance is the property interests of the Insurant (Insured) related to his obligation established by the civil legislation of the Republic of Kazakhstan to compensate for damage caused to the life, health and (or) property of third parties, as well as the liability of the Insured (Insured) for obligations arising from the Contracts, as a result of the activities carried out by the Insurant (Insured).
- 2.2. In accordance with the Insurance Rules, the Insurer enters into Voluntary Civil Liability Insurance Agreements, including:
 - 1) general civil liability insurance;
 - 2) insurance of civil liability for obligations arising from contracts (liability for non-fulfillment of obligations under contracts);
 - 3) insurance of civil liability of the employer for harm to the life and health of the employee;
 - 4) insurance of civil liability for the quality of products (goods, works, services);
 - 5) insurance of civil liability of organizers of entertainment events;

- 2.3. The procedure and conditions on the basis of which the Contracts for the types of liability specified in clause 7 of the Insurance Rules will be concluded may be regulated by separate insurance programs.
- 2.4. The property interests of the Insured (Insured) related to his liability for causing harm to the life, health or property of third parties as a result of:
- 1) possession (as an owner), management and use of any type of air, land and water means of transport;
 - 2) the use of means of transport by the Insured for the purpose of transporting goods and/or passengers (carrier's liability);
 - 3) holding mass entertainment events, ceremonial receptions, etc., if this activity is not related to the main activity of the Insured or does not directly arise from it.
- 2.5. If the Insurance Agreement covers insured events that occurred on the territory of other states, and otherwise is not provided for by the Insurance Agreement/Appendix to these Rules, the following provisions shall apply:
- 1) the insurance payment shall be made in the currency of the Republic of Kazakhstan - tenge;
 - 2) the Insurer's obligations are considered to be fulfilled from the moment the amount of insurance payment is debited from the latter's account;
 - 3) The insurer shall not pay the costs associated with the conversion and transfer of funds outside the Republic of Kazakhstan.
- 2.6. On the territory of states, separate administrative-territorial entities or districts where military actions and/or riots take place during the validity period of the Insurance Agreement (regardless of whether war has been declared or not), insurance coverage does not apply (does not apply) under any circumstances.

3. INSURED EVENTS

- 3.1. An insured event is the fact of the occurrence of civil liability of the Insured (Insured) for compensation for harm caused to life, health and (or) property of third parties and the obligation of the Insured to compensate for damage caused to the property interests of third parties as a result of the activities carried out by the Insured (Insured), as well as liability for obligations arising from the Contracts, established on the basis of a court decision that has entered into force of the Republic of Kazakhstan.
- 3.2. In accordance with the Insurance Rules, the Insured under the Insurance Agreement may insure his liability related to the obligation to compensate for harm caused to the life, health and (or) property of third parties.
- 3.3. *Under the Insured's liability insurance agreement for obligations arising from civil law contracts*, compensation for damage caused as a result of non-fulfillment (improper performance) by the Insured (Insured) of obligations under the civil law Agreement, which caused property damage to the Insured's Counterparty of such Agreement, is provided.
- 3.4. *Under the Insurance Agreement of the Insured's liability as an employer (employer) for harm caused to the life and health of employees* in the performance of their labor (official) duties, compensation for damage caused to the life and health of an employee in the performance of his labor (official) duties is provided.
- 3.5. *Under the Manufacturer's or Seller's Liability Insurance Agreement*, compensation for harm caused to the life, health or property of consumers of products (goods, works, services) produced (sold) by the Insured (Insured) is provided for compensation for damage caused to the life, health or property of consumers of products (goods, works, services) as a result

of the use (consumption) of products (goods, works, services) produced (sold) by the Insured (Insured).

- 3.6. *The Liability Insurance Agreement for Organizers of Entertainment Events provides for compensation for material damage caused to the life, health and property of third parties as a result of the Insured's actions when organizing entertainment events.*
- 3.7. *Under the Liability Insurance Agreement for the obligation to the state of the Republic of Kazakhstan represented by customs, tax authorities, etc., the insured event is the events that resulted in the non-fulfillment (improper performance) of obligations by the Insured (Insured), and the related obligation to pay due payments (fees, duties) in the amount of unfulfilled obligations.*
- 3.8. The fact of the occurrence of the Insured's (Insured's) liability for obligations as a result of causing harm to the Victim is recognized as an insured event, provided that:
 - 1) unlawful action (inaction), as a result of which harm was caused to the life, health and/or property of third parties, committed during the period of validity of insurance coverage under the Insurance Agreement and within the territory specified in the Insurance Agreement;
 - 2) a claim for compensation for harm is presented to the Insured during the validity period of the Insurance Agreement or a statement of claim for compensation for harm is filed by the Victim with the court within 3 years from the date of occurrence of the event that has signs of an insured event.
- 3.9. Infliction of damage to several persons as a result of the impact of a number of consecutively (or simultaneously) events caused by the same cause is considered as one insured event. All claims for compensation for harm filed as a result of such events will be considered to have been filed at the time when the first of these claims is filed against the Insured.
- 3.10. The insurance contract may provide for other events that do not contradict the legislation of the Republic of Kazakhstan as insured events.
- 3.11. Insurance coverage under the Insurance Agreement applies exclusively to liability for property damage and does not cover liability for moral damage.
- 3.12. The obligation to prove the occurrence of the insured event, as well as the losses caused by it, lies with the Insured.

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

- 4.1. Insured events are not recognized and insurance payments are not made if the events occurred as a result of:
 - 1) all kinds of military actions or military measures and their consequences, damage or destruction by rockets, shells, bombs, other weapons, means of war and the conduct of military operations, piracy, as well as as a result of civil war, civil unrest, uprisings, riots, riots and strikes;
 - 2) direct or indirect effects of ionizing radiation, radiation or contamination by radioactive materials, nuclear fuel or radioactive waste, as well as the direct or indirect effects of a nuclear explosion;
 - 3) acts of terrorism committed by a person or group of persons acting on behalf of or in the interests of any organization, and resulting in the destruction or damage of the object of insurance;
 - 4) political risks;

- 5) infection caused by the human immunodeficiency virus (HIV infection);
- 6) the production or use of pharmaceuticals derived from human blood;
- 7) the use or impact of plant protection products;
- 8) intentionally committed by the Insured or his representative deviations from the legislation or instructions of state authorities, as well as written instructions or conditions of the customer, which led to the occurrence of an insured event, as well as if the Insured or persons working for him intentionally commit or allow actions leading to the occurrence of an insured event (deliberate silence about defects, harmful and dangerous properties of products manufactured and supplied by the Insured, is equated to intent);
- 9) deliberate actions of the Beneficiary or his representative 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 and in other exceptional situations);
- 10) actions or inaction of the Beneficiary or his/her representative, in which there are signs of a criminal act, recognized as such by the competent authorities, and any actions committed in a state of intoxication, alcohol or drug intoxication;
- 11) wear and tear of structures, equipment, materials, including those used, in excess of the standard service life;
- 12) the effects of asbestos, asbestos dust, dioxin, diethylstyrene, formaldehyde or other substances of comparable characteristics, effects or behaviour;
- 13) production of equipment and structures in which genetic engineering work is carried out or related to the release (output) of organisms (products) by means of genetic engineering;
- 14) genetic changes;
- 15) exposure to an electromagnetic field;
- 16) production, processing (processing), as well as trade in narcotic or intoxicating substances;
- 17) the impact of other circumstances provided for by the Insurance Agreement as exceptions to insurance coverage.

4.2. Insurance coverage does not apply to claims that have arisen due to the fact that:

- 1) a circumstance has come into force that arose before the conclusion of the Insurance Agreement and could affect the Insurer's decision to accept or not accept the risk for insurance, and of which the Insured knew or should have known, but did not inform the Insurer;
- 2) Within the period agreed with the Insurer, the Insured did not eliminate the circumstances that significantly increase the degree of risk, if the Insurer pointed out to him the need for such elimination in accordance with generally accepted standards. In any case, such circumstances include those that caused the loss;
- 3) The Insured has not fulfilled its obligations under the signed agreements, contracts, agreements, including the performance of additional services to replace those not provided under the main Agreement, as well as obligations existing by virtue of law (for example, to pay taxes) or obligations voluntarily assumed by the Insured on the basis of an oral agreement of a transactional nature (for example, obligations to repay a debt).

4.3. Unless otherwise provided by the Insurance Agreement/Appendix to these Rules, insurance coverage does not apply to:

- 1) any claims for compensation for damage made by the Insured's employees;

- 2) liability arising solely from the status of the Insured or the nature of the Insured's activities as an officer, director, member of the board holding such an elected or appointed position;
- 3) responsibility for products;
- 4) any losses caused to items that are processed, processed or otherwise affected by the Insured or its employees within the framework of its activities (production of products, repairs, provision of services, etc.);
- 5) damage to the Insured's property, including leased, leased, engaged by third-party contractors or otherwise under its supervision or control;
- 6) damage caused by downtime, including downtime due to theft, loss of property or other inventory damage, as well as temporary inability to use equipment;
- 7) damage directly or indirectly related to the impact on the environment, as well as losses, costs, expenses resulting from the implementation of government and other instructions, instructions, requirements for the Insured to assess, monitor, check, process, neutralize or eliminate harmful substances.

4.4. Under no circumstances does the insurance cover cover the following claims:

- 1) any claims for compensation for damage exceeding the insured amount, the established limits of the Insurer's liability provided for by the Insurance Agreement;
- 2) claims for compensation for damage caused outside the territory of insurance;
- 3) any claims for compensation for damage caused during participation in sports competitions or in the process of preparing for them, unless otherwise specifically stipulated by the Insurance Agreement;
- 4) constant excess emissions and discharges of pollutants;
- 5) on compensation for damage resulting from regular and prolonged exposure to gases, vapors, rays, liquid, humidity, precipitation, including soot, smoke, dust and other non-atmospheric precipitation, and deposits (if the loss occurs suddenly, it is not considered a long-term impact);
- 6) on compensation for damage caused by the Insured, relatives living with him/her. These include: spouse, parents and children (including adopted), stepfather, stepchild, grandmother (grandfather), grandson, brothers (sisters), parents of the wife (husband) and other persons who, by virtue of family kinship or kinship by law, have been in close relations for a long time as parents and children (pupils, wards, guardians, etc.);
- 7) on compensation for damage caused to land, buildings or other structures as a result of vibrations, pile works, soil subsidence, as well as demolition or explosion;
- 8) for compensation for damage related to copyright infringement, including unauthorized use of registered trade, company or trademarks, symbols and names;
- 9) on the protection of honor and dignity, as well as other similar claims for compensation for damage caused by the dissemination of information that does not correspond to reality and damages the reputation of legal entities or individuals, including incorrect information about the quality of goods or services;
- 10) on compensation for damage that was caused directly to the property (products) itself or works produced or supplied by the Insured (or by his order or at his expense by third parties) for reasons arising in connection with the process of production or delivery; claims related to warranty and similar obligations or Warranty Agreements;
- 11) moral damage and lost profits of injured third parties;

- 12) fines, penalties, penalties provided for by civil law contracts and legislative acts of the Republic of Kazakhstan;
 - 13) fines and (or) any other administrative penalties and sanctions.
- 4.5. Unless otherwise provided by the Insurance Agreement/Appendix to these Rules, the insurance payment shall not be made:
- 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) receipt by the Insured of the appropriate compensation for loss on property insurance from the person guilty of causing the loss;
 - 4) 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;
 - 5) failure to notify the Insurer of the occurrence of an insured event within the time limits established by the Insurance Agreement;
 - 6) other cases provided for by legislative acts and the Insurance Agreement.
- 4.6. Exemption of the Insurer from making the insurance payment to the Insured for the reasons provided for by the Insurance Rules at the same time exempts the Insurer from making the insurance payment to the Beneficiary.
- 4.7. Exemption of the Insurer from making the insurance payment to the Insured at the same time exempts the Insurer from making the insurance payment to the Beneficiary. In this case, the responsibility for compensation for damage to the Victim/Beneficiary shall fully fall directly on the person who caused the damage in the manner prescribed by the legislation of the Republic of Kazakhstan.
- 4.8. The Insurer's refusal to make the insurance payment may be appealed by the Insured/Beneficiary in court.

5. PROCEDURE FOR DETERMINING INSURANCE AMOUNTS. FRANCHISE

- 5.1. The amount of the sum insured shall be established in the Insurance Agreement as agreed by the Insurer and the Insured.
- 5.2. The sum insured is the maximum amount of the Insurer's liability under the Insurance Agreement. At the same time, the terms of the Insurance Agreement may provide:
- 1) total maximum amount of liability (total insured amount) - in this case, the sum of all insurance payments for all insured events for the entire period of validity of the Insurance Agreement may not exceed this amount;
 - 2) the maximum amount of liability for one or more insured events;
 - 3) the maximum amount of liability for one or more insurance risks covered by the Insurance Agreement;
 - 4) other types of the maximum amount of liability of the Insurer.
- 5.3. The insurance amount, in case of liability insurance under the Agreement (contract), may not exceed the price of the Agreement (contract) determined from the monetary value of the Insured's obligations under the Agreement (contract) at the time of conclusion of the Insurance Agreement. The insurance amount is indicated in the currency of the Republic of Kazakhstan - tenge.

- 5.4. The scope of the Insurer's liability to the Insured in any case may not exceed the amount of the insured amount. Compensation for damage in excess of the amount of the insured amount is carried out by the Insured at his own expense.
- 5.5. When concluding Insurance Contracts, a franchise may be established, the amount and type of which is determined by the Insurance Agreement. Franchise (unconditional or conditional) by agreement of the parties is established either as a percentage of the insured amount or in absolute amount.

6. PROCEDURE FOR DETERMINING INSURANCE PREMIUMS

- 6.1. The amount of the insurance premium payable under the Insurance Agreement is calculated according to the insurance rates approved by the Insurer, which determines the rate of the insurance premium charged from the insured amount, taking into account the object of insurance and the nature of the insurance risk. Payment of insurance premiums is carried out in the national currency of the Republic of Kazakhstan - tenge. 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.
- 6.2. The insurance contract establishes the total amount of the insurance premium. An insurance contract may establish an insurance premium for each insurance risk.
- 6.3. The insurer has the right, when determining the amount of the insurance premium to be paid, to use increasing and decreasing coefficients to the basic insurance rates, determined depending on risk factors: type of activity, equipment of facilities, security measures, etc.
- 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. 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:
 - 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.
- 6.7. An insurance contract can be concluded for a period of less than 1 (one) year. In this case, the insurance premium is calculated according to the insurance rates approved by the Insurer.
- 6.8. In case of non-payment of the insurance premium (regular insurance premium) by the Insured within the period specified in the Insurance Agreement, the insurance coverage under the Insurance Agreement shall be suspended automatically from the date when such delay occurred.
- 6.9. Events that occurred during the period of suspension of insurance coverage under the Insurance Agreement are not recognized as insured events and no insurance payment is made for them.
- 6.10. The insurance cover is renewed from the day following the day of payment by the Insured in full of the insurance premium (regular insurance premium) and the penalty for late payment of the insurance premium (regular insurance premium).
- 6.11. Termination of the Insurance Agreement by the Insurer in connection with non-payment of the insurance premium by the Insured does not release the latter from the obligation to

pay the insurance premium for the period during which the insurance coverage was in effect, and the Insurer had to be liable for its obligations to the Insured.

7. PROCEDURE FOR CONCLUDING AN INSURANCE CONTRACT

- 7.1. The Insurance Agreement shall be concluded on the basis of a written/electronic application of the Insured, filled out in the form established by the Insurer and being an integral and integral part of the Insurance Agreement.
- 7.2. When filling out the application, the Insured is obliged to present to the Insurer the documents related to its production and economic activities, to inform about all the circumstances known to it that are essential for determining the probability of the occurrence of an insured event and the amount of possible losses from its occurrence in relation to the Insured's activities, as well as to provide other information and documents requested by the Insurer. The insured is responsible for the accuracy of the data provided by him.
- 7.3. Upon conclusion of the Insurance Agreement, the Insurer shall have the right to inspect the proceedings and get acquainted with the activities of the Insured (Insured), the liability for which is subject to insurance.
- 7.4. During the validity period of the Insurance Agreement, the Insured shall immediately, but no later than 3 (three) business days, inform the Insurer in writing of all significant changes in the insurance risk, for example, changes in the nature of activities, production cycle, etc.
- 7.5. After the conclusion of the Insurance Agreement, the Insured shall not have the right to take actions leading to an increase in the degree of risk.
- 7.6. During the validity period of the Insurance Agreement, the Insured shall immediately inform the Insurer of significant changes in the circumstances reported at the conclusion of the Insurance Agreement, if these changes may significantly affect the increase in the insurance risk.
- 7.7. The Insurer, notified of the circumstances entailing an increase in the insurance risk, has the right to demand a change in the terms of the Insurance Agreement or payment of an additional insurance premium in proportion to the increase in risk.
- 7.8. If the Insured objects to changing the terms of the Insurance Agreement or additional payment of the insurance premium, the Insurer has the right to demand termination of the Insurance Agreement. In this case, the Insurer shall return to the Insured the insurance premium minus the expenses incurred by the Insurer and a part of the insurance premium proportional to the time during which the insurance was in effect.
- 7.9. 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.
- 7.10. If the Insured fails to fulfill the stipulated obligations, the Insurer has the right to demand termination of the Insurance Agreement and compensation for losses caused by termination of the Insurance Agreement, and if an insured event has occurred, to fully or partially refuse the insurance payment.
- 7.11. The Insurer shall have the right to verify the accuracy of the information provided by the Insured, as well as the state of the insurance risk during the term of the Insurance Agreement.

8. TERM AND PLACE OF VALIDITY OF THE INSURANCE AGREEMENT

- 8.1.** The insurance contract is concluded for a period of 12 (twelve) months. By agreement of the Parties, the Insurance Agreement may be concluded for a period of less than twelve months.
- 8.2.** The insurance cover begins to operate from 00:00 on the day following the day of receipt of the insurance premium (or its first part) to the Insurer's account or cash desk in cash, but not earlier than the date of signing the Insurance Agreement.
- 8.3.** The Insurer's insurance liability shall end with the term stipulated in the Insurance Agreement.
- 8.4.** The insurance agreement may provide for the termination of its validity from the moment the Insurer makes the insurance payment for the first insured event.
- 8.5.** By agreement of the Parties, the Insurance Agreement may be extended for the next term, provided that one of the Parties notifies one of the Parties thereof 30 (thirty) calendar days before the date of termination of the Insurance Agreement and payment of the insurance premium.
- 8.6.** The territory of insurance coverage is limited to the territory of the Republic of Kazakhstan. By agreement of the Parties, the geographical limits of the insurance coverage under the Insurance Agreement may be both extended and limited. In any case, the territory of insurance coverage is reflected in the Insurance Agreement and/or in the insurance policy issued to the Insured.

9. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 9.1. The insurer has the right to:**
 - 1) refuse to conclude the Insurance Agreement;
 - 2) to receive a timely insurance premium in accordance with the terms of the Insurance Agreement;
 - 3) to receive from the Insured information about the circumstances that are essential for determining the probability of occurrence of an insured event and the amount of possible losses from its occurrence (insurance risk), if these circumstances are not known and should not be known to the Insurer (essential information is established in the application);
 - 4) to assess the insurance risk;
 - 5) check the information provided by the Insured, the compliance of the insured object with the description, as well as require the Insured (Insured) to comply with the requirements and conditions of the Insurance Agreement;
 - 6) early termination of the Insurance Agreement in case of non-performance by the Insured of his/her obligations, in cases provided for by these Rules and the Insurance Agreement;
 - 7) independently find out the causes and circumstances of the event that has signs of an insured event;
 - 8) if necessary, send a request to the competent authorities to submit the relevant documents and information confirming the fact and cause of the occurrence of the insured event;
 - 9) to demand a change in the terms of the Insurance Agreement or payment of an additional insurance premium in proportion to the increase in the insurance risk if the Insurer has become aware of the circumstances that increase the insurance risk. In

case of the Insured's objection to this, the Insurance Agreement may be terminated with the deduction of the Insurer's expenses;

- 10) refuse to make an insurance payment on the grounds provided for by the Insurance Agreement;
- 11) 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;
- 12) perform other actions that do not contradict the Insurance Agreement/Appendix to these Rules/Insurance Rules and the legislation of the Republic of Kazakhstan.

9.2. The insurer is obliged to:

- 1) familiarize the Insured with the terms and conditions of insurance and the Insurance Rules and, at his request, submit (send) a copy of the Rules;
- 2) in case of a positive decision to accept the risk for insurance, to execute an Insurance Agreement with the Insured;
- 3) ensure the secrecy of insurance;
- 4) make a decision to make an insurance payment or to refuse to make an insurance payment within the terms provided for by the Insurance Rules and (or) the Insurance Agreement and approve the relevant insurance act, unless otherwise expressly stipulated in the Insurance Agreement/Appendix to these Rules;
- 5) if the Insured (Insured) or the victim (Beneficiary) or their representative fails to submit the documents provided for in paragraph 11 of these Rules, immediately, but no later than 3 (three) business days, notify him/her in writing of the missing documents, unless another period is specified in the Insurance Agreement and/or Annexes to the Rules;
- 6) in the event of an insured event, make an insurance payment in the amount, procedure and terms established in the Insurance Agreement/Appendix to these Insurance Rules/Insurance Rules;
- 7) send a written reasoned refusal to make an insurance payment to the Insured and the Beneficiary in accordance with the terms of the Insurance Agreement/Insurance Rules;
- 8) reimburse the Insured (Beneficiary) for the expenses incurred by him to reduce losses in the event of an insured event;
- 9) perform other actions that do not contradict the Insurance Agreement/Appendix to these Rules/Insurance Rules and the legislation of the Republic of Kazakhstan.

9.3. The insurant has the right to:

- 1) require the Insurer to explain the terms and conditions of insurance, its rights and obligations under the Insurance Rules/Appendix to these Rules/Insurance Agreement;
- 2) to receive the insurance payment in a timely manner or to make it to the Beneficiary in the amount, procedure and terms established by the Insurance Agreement;
- 3) to amend the Insurance Agreement by agreement with the Insurer;
- 4) to replace the Beneficiary or the Insured by agreement with the Insurer, as well as, if it is stipulated by the Insurance Agreement, then with the consent of the Beneficiary;
- 5) obtain a duplicate of the Insurance Agreement in case of its loss;
- 6) to challenge in the manner established by the legislation of the Republic of Kazakhstan, the Insurer's refusal to make the insurance payment or to reduce its amount;

- 7) to terminate the Insurance Agreement in the manner and on the terms established by the Insurance Rules/Insurance Agreement;
- 8) perform other actions that do not contradict the Insurance Agreement/Appendix to these Rules/Insurance Rules and the legislation of the Republic of Kazakhstan.

9.4. The insurant is obliged to:

- 1) when entering into the Insurance Agreement, inform the Insurer of all circumstances known to him/her that are important for determining the probability of occurrence of an insured event and the amount of possible losses from its occurrence, as well as other information of interest to the Insurer necessary for insurance purposes;
- 2) pay the insurance premium in the amount, procedure and terms established by the Insurance Agreement;
- 3) inform the Insurer about other concluded or to be concluded Insurance Contracts in relation to the same insured object during the validity period of the Insurance Agreement;
- 4) provide the Insurer with all information about the object of insurance at the request of the Insurer;
- 5) immediately, but in any case not later than 3 (three) business days, inform the Insurer 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. In any case, the changes specified in the Insurance Agreement and the application are recognized as significant;
- 6) upon receipt of a claim for compensation for damage, delegate to the representative of the Insurer the right to represent its interests in the relevant authorities;
- 7) to take all possible and appropriate measures to prevent insured events, as well as to comply with the established and generally accepted safety rules and standards;
- 8) inform the Insurer, at its request, of information related to the insured event, including information constituting a trade secret;
- 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 that do not contradict the Insurance Agreement/Appendix to these Rules/Insurance Rules and the legislation of the Republic of Kazakhstan.

9.5. The beneficiary has the right to:

- 1) inform the Insurer about the occurrence of an insured event;
- 2) collect the documents necessary for the insurance payment instead of the Insured and submit them to the Insurer with which the Insured has entered into the Insurance Agreement;
- 3) familiarize themselves with the results of the assessment of the amount of damage caused and calculations of the amount of insurance payment made by the Insurer and (or) an independent expert;
- 4) receive an insurance payment in the amount, procedure and terms established by the Insurance Agreement;
- 5) 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;
- 6) exercise other rights provided for by the legislation of the Republic of Kazakhstan.

- 9.6. The rights and obligations of the parties provided for in this section are not exhaustive. The Parties shall have the rights and bear the obligations provided for by other clauses of these Rules/Appendix to these Rules, the terms of the Insurance Agreement and the legislation of the Republic of Kazakhstan.
- 9.7. The list of rights and obligations of the parties may be changed/reduced/supplemented by the Insurance Agreement/Appendix to these Rules.

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

- 10.1. In the event of an insured event and/or an event that may lead to the occurrence of an insured event and/or which may serve as a reason for filing claims for compensation of harm against him/her, the Insured shall:
- 1) take all possible measures to reduce losses from the insured event;
 - 2) immediately, but no later than 3 business days, notify the Insurer in writing. If the Insured, for a valid reason, was unable to report the occurrence of an insured event within the established time limits, he must confirm this with documents;
 - 3) 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 the Insured (internal affairs bodies, fire services, emergency authorities, and other competent authorities and organizations, in accordance with the current legislation of the Republic of Kazakhstan);
 - 4) provide an opportunity for the Insurer's representative to inspect or examine the Victims, damaged property, investigate the causes and amount of damage, participate in measures to mitigate damage;
 - 5) not to carry out restoration works of damaged property without the written consent of the Insurer;
 - 6) not to perform actions directed against the interests of the Insurer, as well as: not to assume any obligations, not to recognize, 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, except for actions related to the organization of rescue operations, as well as for the purpose of reducing damage;
 - 7) provide the Insurer (at the request of the latter) with the powers of the Insured in the settlement of claims in pre-trial or judicial proceedings;
 - 8) submit a written application in the prescribed form on the occurrence of an insured event indicating the circumstances of the occurrence of damage, as well as all documents requested by the Insurer necessary to find out the causes of the insured event and determine the amount of damage.
- 10.2. The Insurance Agreement may also provide for other obligations of the Insured that do not contradict the legislative acts of the Republic of Kazakhstan.

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

- 11.1. Unless otherwise provided by the Insurance Agreement/Appendix to these Rules, the claim for insurance payment shall be submitted to the Insurer by the Insured (Insured, Beneficiary) in writing with the attachment of documents substantiating this claim.
- 11.2. Unless otherwise provided by the Insurance Agreement/Appendix to these Rules, the following documents shall be attached to the application for insurance payment:

- 1) a copy of the Insurance Agreement (its duplicate);
 - 2) claims, lawsuits brought against the Insured in connection with the event;
 - 3) an expert report (in international practice - an emergency certificate) containing the causes and possible consequences of the insured event that caused damage to third parties;
 - 4) a copy of the court decision containing the amounts to be reimbursed in connection with the occurrence of an insured event included in the scope of the Insurer's liability under the Insurance Agreement;
 - 5) calculation of losses drawn up by the relevant organizations or specialists;
 - 6) documents of competent authorities and organizations confirming the occurrence of an insured event and other documents relating to the circumstances of the insured event, its causes, the amount of damage (acts of environmental services, conclusions of state and departmental commissions, certificates, invoices);
 - 7) in case of temporary disability due to an accident - a certificate of disability in the prescribed form and an identity document of the victim;
 - 8) in case of disability - the conclusion of the relevant state body on the establishment of the disability group, an identity document of the victim;
 - 9) in case of death - a copy of the death certificate issued by the authorized state body, documents certifying the entry into inheritance rights, an identity document of the heir or Beneficiary;
 - 10) in case of property damage – documents confirming the amount of damage:
 - A) an act drawn up by an independent expert commission (organization) confirming the occurrence of an insured event, the causes and amount of damage;
 - B) documents confirming the right to receive an insurance payment.
- 11.3.** The Insurer shall have 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 the opinion of the Insurer, to make this decision.
- 11.4.** The burden of collecting and providing the documents necessary for the Insurer to make a decision on the claimed insurance event, as well as all necessary expenses, lies with the Insured.
- 11.5.** The specific list of documents is determined by the Insurance Agreement.
- 11.6.** The procedure and form of drawing up the submitted documents shall comply with the legislation of the Republic of Kazakhstan or international treaties ratified by the Republic of Kazakhstan, if it is provided for them. Unless otherwise provided by the Insurance Agreement/Appendix to these Rules, 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
- 11.7.** In the event that the bodies conducting the criminal proceedings (hereinafter referred to as the Authorities) have considered the issue of initiating a criminal case on the fact of an insured event, the Insurer shall have 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.
- 11.8.** The insurer shall have the right to engage independent appraisers to determine the actual losses caused as a result of the occurrence of the events specified in these Rules. If the Insured agrees with a certain actual loss caused as a result of the occurrence of the event,

the costs of engaging an independent appraiser shall be deducted from the amount of payment, unless otherwise provided by the Insurance Agreement/Appendix to these Rules.

- 11.9. 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.

12. PROCEDURE AND CONDITIONS FOR MAKING INSURANCE PAYMENTS

- 12.1. Determination of the amount of damage and the amount of insurance payment shall be made by the Insurer on the basis of documents of the competent authorities (medical institutions, state bodies establishing the degree of loss of general disability, social security bodies, court decision) on the facts and consequences of causing damage, as well as taking into account certificates, invoices and other documents confirming the expenses incurred. To participate in determining the amount of insurance payment, if necessary, the Insured may be invited.
- 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 Insured (Insured, Beneficiary) shall be determined by the regulatory legal act of the authorized body.
- 12.4. In the event of a dispute about the circumstances of the occurrence of an insured event, the insurance payment shall be made on the basis of a court decision (sentence) that has entered into force.
- 12.5. The amount of insurance payment may include:
- 1) In case of harm to the health of an individual or death:
 - 2) earnings that the Victim has lost due to the loss of the appropriate degree of ability to work as a result of injury or other damage to health, from the moment of the insured event until recovery or disability, but not more than 4 months.
 - 3) additional expenses necessary for the restoration of health (for enhanced nutrition, sanatorium-resort treatment, outside care, prosthetics, transportation costs, expenses for paid medical care, etc.);
 - 4) necessary expenses directly related to the burial, but not more than 70 MCI on the day of burial;
 - 5) necessary and expedient expenses of the Insured to save the lives of persons who suffered damage as a result of the insured event, or to reduce losses caused by the insured event.
 - 6) In the event of property damage to an individual or legal entity:
 - A) direct actual damage caused by the destruction of or damage to property, which is determined in case of total loss of property - in the amount of its actual value minus depreciation; in case of partial damage - in the amount of the necessary costs to bring it to the condition in which it was before the insured event;
 - B) necessary and expedient expenses of the Insured to save the property of persons who suffered damage as a result of the insured event, or to reduce the damage caused by the insured event.
- 12.6. The decision to make the insurance payment or to refuse to make the insurance payment shall be made by the Insurer within 20 (twenty) business days from the date of submission of the last of the necessary documents confirming the occurrence of the insured event, the

cause of its occurrence and the right of the recipient to the insurance payment and the approval of the relevant insurance act, unless otherwise expressly stipulated in the Insurance Agreement/Appendix to these Rules.

- 12.7. 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 expressly stipulated in the Insurance Agreement/Appendix to these Rules.
- 12.8. The deadline for consideration of documents and making insurance payment under voluntary insurance contracts of Insurants - individuals, after submission of all necessary documents to the Insurer, is no more than 15 (fifteen) business days.
- 12.9. In the event that the decision to make the insurance payment cannot be made within the established time limits, additional information or data to the submitted documents is required, the Insurer shall notify the Insurant – individual (Insured, Beneficiary) with an explanation of the reasons for the need to extend the terms of insurance payment. At the same time, the period does not exceed 15 (fifteen) working days from the date of the deadline for consideration of documents for insurance payment, under voluntary insurance contracts of Insurants - individuals.
- 12.10. The Insured (Insured, Beneficiary) loses the right to insurance payment if the damage is fully compensated by the person responsible for causing the damage and/or third parties by the state, and if the damage is compensated in the amount of less than the due insurance payment, then the insurance payment is made minus the amount received by the Insured (Insured, Beneficiary) from the person responsible for the damage caused and/or third parties by the state.
- 12.11. The insurance payment is made in favor of the person who suffered harm to life, health and/or property as a result of the insured event, as well as to the Insured, if the Insurance Agreement provides for reimbursement of additional expenses to him.
- 12.12. If the Insured has compensated for the damage caused in the amount determined by the court, then the insurance payment shall be made to the Insured if he submits a duly executed refusal of the Victim/Beneficiary from the claim against the Insured and the documents specified in the Insurance Rules confirming the occurrence of the insured event and the amount of losses.
- 12.13. If the damage is caused to several Victims/Beneficiaries and the total amount of damage exceeds the insurance amount, then the insurance payment to each Victim is made in proportion to the ratio of the amount of damage caused to him to the total amount of damage caused to all Victims.
- 12.14. In case of damage to the property of third parties, the terms of the Insurance Agreement may provide for the replacement of the insurance payment with compensation for damage in kind within the amount of the insurance payment.

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

- 13.1. 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.
- 13.2. The insurer shall make the insurance payment or refuse to make the insurance payment in the manner specified in these Rules.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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.
- 13.6. 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.

14. DOUBLE INSURANCE

- 14.1. The Insured shall inform the Insurer about all Insurance Agreements concluded with other insurance organizations in relation to the objects insured by the Insurer.
- 14.2. In case of double property insurance, each Insurer shall be liable to the Insured within the limits of the Insurance Agreement concluded with him, but the total amount of insurance payments received by the Insured from all Insurers may not exceed the actual damage.
- 14.3. The Insurer, fully or partially exempted from making the insurance payment due to the fact that the damage caused has been compensated by other Insurers, is obliged to return to the Insured the relevant part of the insurance premiums minus the expenses incurred.

15. AMENDMENTS AND ADDITIONS TO THE INSURANCE AGREEMENT

- 15.1. 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.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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.
- 15.5. 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.

16. TERMS OF TERMINATION OF THE INSURANCE CONTRACT

- 16.1.** In addition to the grounds for early termination of the Insurance Agreement provided for by the legislation of the Republic of Kazakhstan, the Insurance Agreement shall be terminated early in the following cases:
- 1) the Insurer makes an insurance payment (insurance payments) in the amount of the insurance amount under the Insurance Agreement. If it is expressly stipulated by the Insurance Agreement, it shall cease to be valid when the Insurer makes the insurance payment for the first insured event; failure of the Insured to inform the Insurer of significant changes in the circumstances reported to the Insurer at the conclusion of the Insurance Agreement, if these changes may significantly affect the increase in the insurance risk, or if the Insurant objects to the change in the terms of the Insurance Agreement or additional payment of the insurance premium in proportion to the increase in the degree of risk;
 - 2) non-payment by the Insured of the next insurance premium when paying the insurance premium in installments;
 - 3) cancellation of the Insurance Agreement at the initiative of the Insured;
 - 4) cancellation of the Insurance Agreement at the initiative of the Insurer;
 - 5) in cases established by the legislation of the Republic of Kazakhstan or the Insurance Agreement.
- 16.2.** In these cases, the Insurance Agreement shall be deemed terminated from the moment of occurrence of the circumstance provided for as a ground for termination of the Insurance Agreement, of which the interested party shall immediately notify the other party. The insured is obliged to provide supporting documents on the grounds of termination provided for in this paragraph.
- 16.3.** Upon termination of the Insurance Agreement on the grounds specified in subparagraphs 1) - 4) of paragraph 16.1. of these Rules, the insurance premiums paid to the Insurer shall not be refunded, unless otherwise provided in the Insurance Agreement/Appendix to these Rules.
- 16.4.** In case of termination of the Insurance Agreement on the grounds specified in subparagraphs 5) - 6) of paragraph 16.1. of these Rules, the insurance premiums paid to the Insurer shall be refunded: 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 the application for early termination of the Insurance Agreement, unless otherwise provided by the Insurance Agreement / Appendix to these Rules/ the legislation of the Republic of Kazakhstan/. The Insurance Agreement/Appendix to these Rules may establish a different procedure, terms and conditions for termination of the Insurance Agreement.
- 16.5.** 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).

- 16.6. 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.

17. LIABILITY OF THE PARTIES

- 17.1. 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.
- 17.2. 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.
- 17.3. Force majeure circumstances include, but are not limited to: floods, fires, earthquakes and other natural disasters, 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 Insurance Agreement/ Appendix to these Rules.
- 17.4. 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 in the Insurance Agreement/ Appendix to these Rules.
- 17.5. The effect of force majeure circumstances must be confirmed by the relevant documents of the competent authorities.
- 17.6. The liability of the parties provided for in this section may be changed (supplemented) in accordance with the terms of the Insurance Agreement.

18. DISPUTE RESOLUTION PROCEDURE

- 18.1. Any disputes and/or disagreements arising out of or in connection with the Insurance Agreement shall be resolved through negotiations.
- 18.2. In case of failure to reach an agreement by the parties, disputes and/or disagreements are subject to settlement in the manner provided for by the current legislation of the Republic of Kazakhstan.
- 18.3. The insurance contract may provide for a different dispute resolution procedure that does not contradict the legislation of the Republic of Kazakhstan.
- 18.4. 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.

19. ADDITIONAL CONDITIONS

- 19.1. The insurance contract may provide for other conditions that do not contradict the legislation of the Republic of Kazakhstan.
- 19.2. 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. In fact, 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.

- 19.3.** 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.