

"APPROVED"

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

RULES

**VOLUNTARY INSURANCE
ROAD TRANSPORT
Insurance Company Basel JSC**

Almaty, 2025

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1. GENERAL PROVISIONS

- 1.1. These Rules of Voluntary Motor Transport Insurance of Basel Insurance Company Joint-Stock Company (hereinafter referred to as the "Rules") have been developed in accordance with the Civil Code of the Republic of Kazakhstan and the Law of the Republic of Kazakhstan dated December 18, 2000 No126-II "On Insurance Activities".
- 1.2. Under the terms and conditions of these Rules, Joint-Stock Company Insurance Company "Basel" (hereinafter referred to as the "Insurer") carries out voluntary insurance of motor vehicles in case of damage or loss (destruction) by entering into a motor vehicle insurance contract (hereinafter referred to as the "Insurance Agreement") with legal entities (regardless of the form of ownership) or capable individuals (regardless of citizenship) (hereinafter referred to as the "Insured").
- 1.3. The following terms are used in these Rules:

Beneficiary – a person who, in accordance with the Insurance Agreement, is the recipient of the insurance payment;

Insurer – a person carrying out insurance, i.e. obliged to make an insurance payment to the Insurant or other person in whose favor the Insurance Agreement is concluded (Beneficiary) in the event of an insured event, within the amount (insurance amount) specified in the Insurance Agreement.

Insurant – a person who has entered into an Insurance Agreement with the Insurer;

Insured persons are a person in respect of whom insurance is carried out and admitted to drive the insured motor transport (persons admitted to drive the insured motortransport on the basis of the will of the owner (owner) of the motor transport, expressed, inter alia, in the form of a power of attorney or waybill). These persons must be indicated in the Insurance Agreement or a list of them is attached to the Insurance Agreement; 815 of the Civil Code of the Republic of Kazakhstan.

Insured event – an event, upon occurrence of which the Insurance Agreement provides for the implementation of an insurance payment. An event considered as an insured event must have signs of probability and randomness of its occurrence;

Insurance amount is the amount of money for which the insured object is insured and which is the maximum amount of the Insurer's liability in the event of an insured event;

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;

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;

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) and is established either as a percentage of the insured amount or in absolute amount. In case of 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 is more than this amount. Unconditional franchise, the damage in all cases is compensated minus the established amount.

Actual value is the value of a vehicle of the same brand as the insured motor vehicle, taking into account its depreciation, or based on its market value at the time of the conclusion of the Insurance Agreement, or on the basis of a document issued by a competent organization, a purchase and sale agreement or an expert (appraiser).

Insurance Territory – the territory where the Insurance Agreement is valid is determined by agreement of the parties.

Database formation and maintenance organization – a non-profit organization with state participation, which forms and maintains a database on compulsory voluntary types of civil

liability insurance on the basis of the Law of the Republic of Kazakhstan "On Insurance Activities and Legislative Acts of the Republic of Kazakhstan on Compulsory Types of Insurance".

2. OBJECT OF INSURANCE

- 2.1. The object of insurance is the property interests of the Insured, which do not contradict the legislation of the Republic of Kazakhstan, related to the possession, use, disposal of motor transport, as a result of theft or theft, as well as due to its damage or destruction during the validity period of the Insurance Agreement.
- 2.2. The subject of insurance is:
- road transport** – a unit of rolling stock of road transport, including buses, minibuses, cars and trucks, trolleybuses, automobile trailers, semi-trailers for truck tractors, as well as specialized vehicles (intended for the transportation of certain types of goods) and special vehicles (designed to perform various mainly non-transport works);
- other motor transport** – special equipment, tractors and self-propelled chassis and mechanisms manufactured on their basis, trailers to them, including trailers with mounted special equipment, self-propelled agricultural, reclamation and road-building machines and mechanisms with a speed of 50 km/h and less, special off-road vehicles, as well as those not intended for movement on public roads, registered in the subdivisions of the Committee state inspection in the agro-industrial complex of the Ministry of Agriculture of the Republic of Kazakhstan, having state registration plates and registration documents.

3. INSURED EVENTS

- 3.1. An insured event is an event that has signs of an insured event, upon the occurrence of which the Insurance Agreement provides for the insurance payment. An insured event is a theft or theft, as well as damage or destruction of a motor vehicle as a result of the events provided for by these Rules or the Insurance Agreement/Appendices to these Rules, namely:
- 1) **Road traffic accident (RTA)** is an event that occurred while driving on the road of the insured vehicle and which resulted in the death or injury of people, damage to the vehicle, structure, cargo or other material damage. Road accidents include:
- ✓ **collision** - an incident in which moving vehicles collided with each other and/or a collision occurred with a vehicle that suddenly stopped (before a traffic light, in case of traffic jam or due to a technical malfunction) and a collision of railway rolling stock with a vehicle stopped (left) on the tracks.
 - ✓ **Collision with a stationary vehicle** is an accident in which a moving vehicle ran into a stationary vehicle, as well as a trailer or semi-trailer.
 - ✓ **Collision with an obstacle** is an incident in which a vehicle ran over or hit a stationary object (bridge support, pole, tree, fence, etc.).
 - ✓ **Collision with a pedestrian** is an accident in which a vehicle ran over a person or he himself collided with a moving vehicle, including accidents in which a pedestrian was injured by a cargo or object (boards, containers, cable, etc.) carried by a vehicle.
 - ✓ **Collision with a cyclist** is an accident in which a vehicle ran over a cyclist or he himself collided with a moving vehicle.
 - ✓ **Collision with animal-drawn transport** is an accident in which a vehicle ran over draft animals, as well as carts transported by these animals, or draft animals, or carts transported by these animals, hit a moving vehicle. This type also includes a collision with an animal.
 - ✓ **Rollover** is an incident in which a moving vehicle overturns while driving on the road.

- 2) **other unforeseen events** - an event that occurred in the territory adjacent to the road (the territory immediately adjacent to the road and not intended for through traffic of vehicles, including yards, residential areas, parking lots, gas stations, enterprises), namely: collision with another vehicle, collision (impact) with stationary or moving objects (structures, obstacles, animals, etc.), overturning, falling of motor vehicles, falling through ice, falling under the road surface due to soil subsidence;
- 3) **illegal actions of third parties** - damage to motor transport as a result of intentional or negligent actions of third parties: destruction or damage to a vehicle, hooliganism, not including: theft of easily removable parts, misappropriation or embezzlement of entrusted property of others;
- 4) **natural disasters, namely:** movement of air masses caused by weather conditions, with a wind force exceeding 8 points on the Beaufort scale - wind speed of more than 62 km/h (storm, hurricane, tornado, etc., etc.), hail, flood, mudflow, landslide, rock collapse, flood, release of subsoil water;
- 5) **fire** - the occurrence of fire outside the places specially designed for its kindling and maintenance, or the spread beyond their boundaries and the ability to spread independently;
- 6) **explosion** is a fast-moving physical or physicochemical process that takes place with a significant release of energy in a small volume in a short period of time and leads to shock, vibration and thermal effects on the environment due to the high-speed expansion of explosion products;
- 7) **lightning strike** - a direct lightning strike on the insured vehicle;
- 8) **spontaneous combustion** - ignition caused by the failure of the vehicle system or the contents of the vehicle, when there is no external source of fire, collision or overturn;
- 9) **Theft, theft** - unlawful seizure of the insured motor vehicle.
- 10) **damage or loss during transportation of a vehicle by another specialized vehicle** – damage or loss of a vehicle during loading, unloading and en route;
- 11) **damage to tires and/or wheels** – puncture, cut, swelling and other damage that occurred after a strong short-term mechanical impact (impact) on a section of a tire/wheel as a result of the wheel falling into a pit, hitting foreign objects;
- 12) **damage or loss of the AT engine** as a result of various objects getting into its engine, such as: water, snow, stones, sand, animals, other fragments of everything that is in the cylinder and exhaust manifold of the internal combustion engine in the process of movement of the vehicle on the road and led to an insured event;
- 13) **Terrorist acts, strikes, lockouts** are actions aimed at achieving goals by attracting public attention, intimidating the population and representatives of the authorities.
- 14) **external mechanical or physical impact** - the impact of external factors on the vehicle as a result of the following events: accident of sewerage, water supply, heating networks and (or) systems; spontaneous (without human participation) fall of various objects on the insured vehicle (pieces of ice, stones, trees and their parts, parts of buildings and structures, etc.); ingress on the insured vehicle of objects that flew out from under the wheels of other road users; penetration animals into the engine compartment of the insured vehicle;
- 15) **accidental external exposure to chemicals** – damage to the vehicle body by liquid and solid chemicals, interaction with which causes damage to the paintwork of the vehicle;
- 16) **external effects of chemicals and high temperature** – damage to the paint coating as a result of liquid and solid chemicals, hot liquids, vapors, gases;
- 17) **separate damage or loss of optics** – damage or loss of external lighting devices included in the vehicle configuration;
- 18) **Theft of easily removable parts** - theft of exterior mirrors, wheels/spare tire outside the vehicle, badges/emblems, windshield wipers, antennas.

- 3.2. The list of insured events is determined by the Insurance Agreement/Appendices to these Rules.
- 3.3. Proof of the occurrence of an insured event, as well as the amount of damage caused by it, lies with the Insured, the Insured and the Beneficiary in accordance with paragraph 4, Article 817 of the Civil Code of the Republic of Kazakhstan.

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

- 4.1. Unless otherwise stipulated in the Insurance Agreement/Appendices to these Rules, the insurance cover does not apply to:
 - 1) road transport operated in peacekeeping missions, any competitions or tests or test runs, for the purpose of training driving;
 - 2) personal belongings of the Insured/Insured admitted to drive the Insured Motor Vehicle, located inside or on the Insured Motor Vehicle;
 - 3) goods or items related to the professional or commercial activities of the Insured/Insured, transported inside or on the Insured road transport;
 - 4) additional equipment installed on road transport: mechanisms, installations, devices, devices, other equipment and accessories not included in the set of road transport in accordance with the documentation of the manufacturer or its official dealer, including special painting, car television, audio, video, radio equipment, interior / body equipment, devices, lighting, signal and other equipment installed on road transport, Wheel assemblies not included in the equipment of the manufacturer or its authorized dealer, if they were not installed in/on the vehicle at the time of insurance.
- 4.2. Unless otherwise specified in the Insurance Agreement/Appendices to these Rules, the insurance does not cover the following events:
 - 1) occurred during transportation/towing of motor transport by any mode of transport, when towing by motor transport of other vehicles;
 - 2) occurred when driving a motor vehicle by a person who does not have a valid driver's license for the right to drive vehicles of this category, as well as by a person who is not allowed by the Insured to drive, does not have a power of attorney for the right to drive the insured motor vehicle or is not indicated in the waybill (except for cases of theft or theft of motor vehicles), as well as occurred after the expiration of the driver's license, power of attorney (waybill, lease agreement);
 - 3) occurred when driving a motor vehicle by the Insured (a person admitted to driving the insured motor vehicle) in a state of alcoholic, narcotic or substance abuse intoxication or under the influence of medications, the use of which is contraindicated when driving vehicles;
 - 4) occurred during the use of motor vehicles for sports, sports events or educational purposes;
 - 5) occurred during the use of motor transport for illegal purposes, including those that occurred as a result of the commission by the Insured (a person admitted to drive the insured motor transport) of actions recognized by the court as criminally punishable, or if the motor transport was an instrument or means of crime;
 - 6) if the Insured (a person admitted to drive the insured motor vehicle) fled from the scene of the accident or refused to undergo a medical examination at the request of employees of authorized bodies or representatives of the Insurer;
 - 7) occurred as a result of violation by the Insured (a person admitted to drive the insured motor vehicle) of the rules for the operation of vehicles, including the use of technically defective motor vehicles or in the presence of irregularities in which its operation is prohibited, the use of motor vehicles that have not passed technical inspection in the

- installation as well as violation of fire safety rules, rules for transportation and storage of flammable and explosive substances and items, safety requirements for the transportation of goods established by the legislation of the Republic of Kazakhstan;
- 8) resulting from progressive causes, including, but not limited to, wear and tear, rust, corrosion, mold, mildew, wet or dry decay, gradual deterioration, latent defects, manufacturing defects, slow-onset deformation or distortion;
 - 9) occurred as a result of leakage of the roof or hatches (unless the roof or hatches are damaged as a result of an insured event) or leaving the windows open;
 - 10) occurred as a result of a fire resulting from a malfunction of motor transport due to the automatic shorting of electrical and other additional equipment;
 - 11) occurred as a result of non-compliance by the Insured/Insured (a person admitted to drive the insured motor transport) with orders, requirements or instructions of traffic police officers and other competent authorities in the field of road safety;
 - 12) occurred as a result of exceeding the maximum norms of passenger capacity and the norms of loading of road transport;
 - 13) occurred during the period of leasing, leasing or rental of motor vehicles without the written consent of the Insurer;
 - 14) failure to return to the Insured the insured motor vehicle rented, rented, leased by him/her.
- 4.3. Unless otherwise provided by the Insurance Agreement/Appendices to these Rules, the following events are also not covered by the insurance for the risk of damage or loss of motor vehicles:
- 1) theft, loss or damage of motor vehicle registration plates;
 - 2) theft of parts of motor transport, if they were at the time of the event separately from the insured motor transport;
 - 3) theft of spare wheels of motor transport, if they were not equipped with means to prevent theft in addition to the fasteners of the manufacturer;
 - 4) damage to wheels (tires, rims) not related to damage caused to other elements of road transport, except for damage to wheels as a result of illegal actions of third parties.
 - 5) occurred as a result of smoking or careless handling of the Insured/Insured (a person allowed to drive the insured motor vehicle) or passengers with fire in the insured motor vehicle.
- 4.4. The Insurer has the right to fully or partially refuse the Insured in insurance payment if the insured event occurred as a result of:
- 1) deliberate actions of the Insured/Insured, a person admitted to drive the insured motor vehicle, and/or the Beneficiary of the Insured, 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, a person admitted to drive the insured motor transport 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.
- 4.5. The insurer is exempt from making the insurance payment if the insured event occurred as a result of:
- 1) the effects of a nuclear explosion, radiation or radioactive contamination;
 - 2) War;
 - 3) civil war, popular unrest of all kinds, mass riots or strikes.
- 4.6. The insurer is exempt from making the insurance payment:
- 1) for losses incurred as a result of seizure, confiscation, requisition, arrest or destruction of the insured motor transport by order of state bodies;
 - 2) for expenses incurred in excess of the necessary costs for aircraft restoration.

- Expenses incurred in excess of the necessary costs include:
 - ✓ the cost of replacing the aircraft part/part to be repaired and the cost of the aircraft part/part to be repaired.
This condition does not apply in cases where repair of aircraft part/part is impossible and/or impractical (repair of aircraft part/part is recognized as inexpedient if the cost of repair exceeds 70% of the cost of aircraft part/part);
 - ✓ costs associated with the expedited delivery of the aircraft part/part;
 - ✓ expenses associated with the restoration of the marketable condition of the aircraft.
Expenses associated with the restoration of marketable condition include:
 - painting for a thickness gauge;
 - removal of dents without painting (if such costs exceed the cost of standard restoration of aircraft parts/parts);
 - ✓ other costs not directly related to the restoration of the damaged aircraft.
- 4.7. Unless otherwise stipulated by the Insurance Agreement/Appendices to these Rules, the following may also be the basis for the Insurer's refusal to make the insurance payment:
 - 1) communication by the Insured/Insured to the Insurer of knowingly false information about the object of insurance, insurance risk, insured event and its consequences;
 - 2) deliberate failure of the Insured/Insured to take measures to mitigate losses from the insured event;
 - 3) receipt by the Insured/Insured of the appropriate compensation for property insurance losses from the person guilty of causing the loss;
 - 4) obstruction by the Insured/Insured of the Insurer in the investigation of the - circumstances of the occurrence of the insured event and in the establishment of the amount of the loss caused by him/her;
 - 5) failure to notify/untimely notify the Insurer of the occurrence of an insured event;
 - 6) refusal of the Insured/Insured from his/her 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. If the insurance payment has already been made, the Insurer has the right to demand its return in full or in part;
- 4.8. The insurance does not cover moral damage, damage caused by the dissemination of - information discrediting the honor, dignity and business reputation, losses of the Insured/Insured (a person allowed to drive an insured motor vehicle, Beneficiary) (including fines, penalties, forfeits, legal costs, expenses for renting another vehicle, renting housing or staying in a hotel during the repair of motor transport, travel allowances) expenses, expenses for parking and protection of motor transport, losses associated with production downtime, loss of commodity value/marketable condition of road transport, lost profit).
- 4.9. The Insurer is obliged to send to the Insured and the Beneficiary a written reasoned refusal to pay the insurance payment within 20 (twenty) business days from the date of receipt of all necessary documents.
- 4.10. The Insurer's refusal to make the insurance payment may be appealed by the Insured/Beneficiary in court.
- 4.11. The Insurance Agreement/Appendices to these Rules may change/reduce/supplement the list of grounds for exemption of the Insurer from insurance payment.

5. PROCEDURE FOR DETERMINING THE INSURED AMOUNT. FRANCHISE

- 5.1. The amount of the insured amount is determined based on the actual cost of motor transport determined at the time of conclusion of the Insurance Agreement, determined by the Insurance Agreement/Appendix to these Rules.

- 5.2. By agreement between the Insurer and the Insured, the actual value of motor transport may be determined on the basis of an independent expert assessment, if its determination is otherwise difficult and/or may lead to distortion of information about the insured motor transport.
- 5.3. If the sum insured determined by the Insurance Agreement exceeds the insured value, the Insurance Agreement shall be invalid by virtue of law in that part of the sum insured which exceeds the actual value at the time of conclusion of the Insurance Agreement.
- 5.4. The Insurance Agreement may provide for a franchise. The franchise is set either as a percentage of the insured amount or in absolute amount.
- 5.5. The type and amount of the franchise shall be established by agreement between the Insured and the Insurer and shall be specified in the Insurance Agreement.
- 5.6. A deductible can be established for one insured event or for each insured risk. If there were several insured events or risks, the amount of the franchise is taken into account when calculating the amount of damage for each of them.

6. PROCEDURE FOR DETERMINING THE INSURANCE PREMIUM

- 6.1. The amount of the insurance premium depends on the characteristics of the motor transport, the conditions and features of its operation, the list of selected risks, the insurance period, as well as other factors affecting the probability of the occurrence of an insured event and the amount of possible damage, and is calculated in accordance with the tariff policy of the Insurer.
- 6.2. Unless otherwise provided by the Insurance Agreement/Appendices to these Rules, the insurance premium shall be paid in a lump sum within 3 (three) business days from the date of signing the Insurance Agreement by the authorized representatives of the parties to the Insurer's bank account or in cash to the Insurer's cash desk.
- 6.3. If the insurance premium or the first insurance premium is not paid on time, the Insurer has the right to terminate the Agreement early from the date of non-payment of the insurance premium. In this case, a written notification of the Insurer to the Insured is not required.
- 6.4. If by the time of the insured event the insurance premium (first insurance installment) is still not paid, the Insurer:
 - is exempt from fulfilling its obligations under the Agreement and is not responsible for insured events that occurred during the specified period, or
 - has the right to set off the amount of unpaid insurance premium (insurance premium) when determining the amount of insurance payment.

7. PROCEDURE FOR CONCLUDING AN INSURANCE CONTRACT

- 7.1. The Insurance Agreement shall be concluded on the basis of the Insured's written/electronic application filled out in the form established by the Insurer, registration documents of motor transport, and documents confirming the right of ownership (possession) to motor transport. The Insurant shall indicate in the application all the information required by the Insurer about the motor transport and give answers to all the questions put to him by the Insurer in order to determine the degree of risk in relation to the insured motor transport. The Insured's application and annexes to the Insurance Agreement (when they are drawn up) are an integral part of the Insurance Agreement. If the Insured indicates false information in the application, the Insurer shall have the right to refuse the Insurant in the insurance indemnity upon the occurrence of an insured event. When filling in the said application, the Insured shall inform the Insurer of all circumstances known to him/her that are essential for the assessment of insurance risk. The application shall be accompanied by documents in accordance with the Insurer's internal documents.

- 7.2. Upon conclusion of the Insurance Agreement, changes in the terms of insurance at the request of the Insurer, the Insured is obliged to present the motor vehicle for its inspection. The Insurer shall not be liable for parts of motor transport (components, assemblies) that are damaged at the time of conclusion of the Insurance Agreement.
- 7.3. To conclude the Insurance Agreement, the Insurer may reduce the list of the above requirements/documents or request additional documents characterizing the degree of insurance risk.
- 7.4. The Insurer has the right to refuse to conclude the Insurance Agreement with the Insured without giving reasons.
- 7.5. The insurance contract is concluded in writing/electronic form.
- 7.6. By signing the insurance application/Insurance Agreement and (or) paying the insurance premium, the Insured confirms his consent and allows the collection, processing, accumulation, storage, modification, addition, use, distribution (including cross-border transfer, transfer to third parties that are and (or) may be related to the company's activities in accordance with the legislation of the Republic of Kazakhstan, except for distribution in publicly available sources), depersonalization, blocking, destruction), as well as to perform other actions (operations) with the use of elements of protective actions of their personal data, as well as personal data of the Insured Persons (the Insured confirms that there is authority to provide written consent on behalf of the Insured Persons) in accordance with the Law of the Republic of Kazakhstan No94-V "On Personal Data and Their Protection", and also confirms that the operation carried out by him is not related to legalization (laundering) proceeds of crime and financing of terrorist activities.

8. TERM AND PLACE OF VALIDITY OF THE INSURANCE CONTRACT

- 8.1. Unless otherwise provided by the Insurance Agreement/Appendix to these Rules, the Insurance Agreement shall be concluded for a period of 12 months and shall enter into force on the day following the day of payment of the insurance premium. The day of payment of the insurance premium is the day of receipt of money to the bank account or cash desk of the Insurer.
- 8.2. Unless otherwise specified in the Insurance Agreement/Appendix to these Rules, the period of validity of the insurance cover shall coincide with the term of the Insurance Agreement.
- 8.3. Unless otherwise provided by the Insurance Agreement/Appendix to these Rules, it shall terminate at 24:00 of the day specified in the Insurance Agreement as the day of termination of the Insurance Agreement, or when the Insurer makes an insurance payment for the first insured event. If it is expressly stipulated by the Insurance Agreement/Appendix to these Rules, it shall be terminated when the Insurer makes an insurance payment (insurance payments) in the amount of the insurance amount under the Insurance Agreement or when making an insurance payment in case of total loss of motor transport or at the risk of theft of motor transport.
- 8.4. Unless otherwise specified in the Insurance Agreement/Appendix to these Rules, the territory of insurance is the Republic of Kazakhstan.

9. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 9.1. **The insurer has the right to:**
 - 1) check the information and documents provided by the Insured, as well as the Insurant's compliance with the requirements and terms of the Insurance Agreement;
 - 2) upon receipt of a notification of the circumstances entailing an increase in the insurance risk, demand a change in the terms of the Insurance Agreement or payment of an additional insurance premium in proportion to the increase in risk;

- 3) to demand termination of the Insurance Agreement if the Insured fails to comply with the obligation to inform the Insurer about significant changes in the circumstances that have become known to him, reported to the Insurer at the conclusion of the Insurance Agreement, if these changes may significantly affect the increase in insurance risk, or if the Insured 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;
- 4) independently find out the causes and circumstances of the event that has signs of an insured event, including requesting from the relevant state bodies and organizations, based on their competence, documents confirming the fact of occurrence of the insured event and the amount of damage caused;
- 5) require from the Insured information and documents necessary to establish the fact of the insured event, the circumstances of its occurrence;
- 6) refuse to make an insurance payment in full or in part on the grounds provided for in the Appendices to these Rules and the Insurance Agreement;
- 7) suspend/refuse to carry out transactions with money and (or) other property under the Agreement, in order to comply with the legislation on combating the legalization (laundering) of proceeds from crime and the financing of terrorism;
- 8) perform other actions that do not contradict the Insurance Agreement/Appendices to these Rules and the legislation of the Republic of Kazakhstan.

9.2. Obligations of the Insurer:

- 1) familiarize the Insured with these Rules and, at his request, submit (send) a copy of the rules;
- 2) ensure the secrecy of insurance;
- 3) in case of failure of the Insurant (Insured) or the recipient (Beneficiary) or their representative to submit the documents provided for in paragraph 11 of these Rules, immediately, but no later than 5 (five) working days, notify him/her in writing of the missing documents;
- 4) in the event of an insured event, make an insurance payment in the amount, procedure and terms established in the Insurance Agreement;
- 5) 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/Appendices to these Rules;
- 6) reimburse the Insured (Beneficiary) for the expenses incurred by him to reduce losses in the event of an insured event;
- 7) perform other actions provided for by the Insurance Agreement/Appendices to these Rules and the current legislation of the Republic of Kazakhstan.

9.3. The insured has the right to:

- 1) require the Insurer to explain the terms and conditions of motor vehicle insurance, its rights and obligations under the Insurance Agreement/Appendix to these Rules;
- 2) 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;
- 3) before the occurrence of the insured event, replace the Beneficiary named in the Insurance Agreement with another person who is not insured, notifying the Insurer in writing. The Beneficiary may not be replaced by another person after he has fulfilled certain obligations under the Insurance Agreement arising from his agreement with the Insured, or has submitted a claim to the Insurer for the insurance payment;
- 4) perform other actions that do not contradict the Insurance Agreement/Appendices to these Rules and the legislation of the Republic of Kazakhstan.

9.4. Obligations of the Insured:

- 1) pay the insurance premium in the amount, procedure and terms established by the Insurance Agreement/Appendices to these Rules;

- 2) at the conclusion and during the validity period of the Insurance Agreement, inform the Insurer about all current/concluded Insurance Contracts for similar risks in relation to this insured object;
- 3) inform the Insurer about the state of insurance risk;
- 4) immediately, but 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 can significantly affect the increase in insurance risk;
- 5) in case of an increase in the degree of risk, make changes to the Insurance Agreement and/or pay an additional insurance premium within 5 (five) business days from the date of receipt by the Insured of a notice of amendment of the Insurance Agreement and/or additional payment of the insurance premium;
- 6) provide all documents and information requested by the Insurer necessary to comply with the requirements of the legislation of the Republic of Kazakhstan;
- 7) perform other actions provided for by the Insurance Agreement and the legislation of the Republic of Kazakhstan.

9.5. Obligations of the Insured/Insured in the event of an insured event:

The Insured/Insured, a person admitted to drive the insured motor transport, after he or she became aware of the occurrence of an insured event (an event that may lead to the occurrence of an insured event), is obliged to:

- 1) take reasonable and available measures in the circumstances to prevent or reduce possible losses, including measures to save and preserve road transport;
- 2) immediately inform the relevant bodies and organizations, based on their competence (traffic police units of internal affairs bodies, fire service bodies, emergency services, emergency agency), about the occurrence of the event; ensure that the event is documented by authorized state and other competent bodies;
- 3) immediately call the Insurer's representative (representative) to the scene of the accident, if this obligation is provided for in the Insurance Agreement/Appendices to these Rules on the risk of damage to motor vehicles;
- 4) immediately, in any case, not later than 3 (three) business days from the moment of the accident that has signs of an insured event, notify the Insurer in writing about it. At the same time, the Insured is obliged to inform the Insurer of all information known to him about the circumstances of the insured event, types and amounts of damage caused;
- 5) to keep the damaged motor vehicle (unless it contradicts the interests of safety or does not lead to an increase in damage) until it is inspected by the Insurer's representative in the form in which it was at the time of its damage/destruction;
- 6) undergo a medical examination (examination) as prescribed by the traffic police authorities or at the request of the Insurer;
- 7) to provide the Insurer's representative with the opportunity to inspect the damaged motor transport without hindrance, to participate in measures to mitigate losses and save motor transport;
- 8) assist the Insurer's representative in clarifying the causes and circumstances of the occurrence of the insured event, including providing the Insurer with all information and documentation available to him/her, allowing to judge the causes, course and consequences of the insured event, the nature and extent of the damage caused;
- 9) immediately notify the Insurer in writing of receipt of any compensation (compensation) for losses caused as a result of the insured event from third parties;
- 10) if the Insurer deems it necessary to appoint its representative to protect the interests of both the Insurer and the Insured in connection with the occurrence of an insured accident – to issue a power of attorney or other necessary documents to protect such interests to the specified Insurer. The Insurer has the right, but not the obligation, to

- represent the interests of the Insured in court or otherwise provide legal protection of the Insured in connection with the occurrence of an insured event;
- 11) bear the burden of proving the occurrence of the insured event, as well as the losses caused by it, including the payment for the examination, the visit of experts to the scene of the accident, the involvement and consultations of specialists, the collection of the necessary documents;
 - 12) transfer to the Insurer all documents and evidence and provide it with all the information necessary for the Insurer to exercise the right of claim transferred to it against the person responsible for the damage caused;
 - 13) after receiving the insurance payment, at the request of the Insurer, the Insured/Insured is obliged to ensure the safety and transfer to the Insurer all damaged parts of the Motor Vehicle that are subject to replacement during repair (according to the report of the appraiser, invoice for payment of the service station/Special Service Station, etc.). Failure to fulfill this obligation by the Insured/Insured entitles the Insurer to demand compensation (return) in the amount of the paid cost of such parts/parts of motor transport.
 - 14) perform other actions provided for by the Insurance Agreement/ Appendices to these Rules and the legislation of the Republic of Kazakhstan.
- 9.6. If the Insured fails to fulfill the obligations specified in sub-clause 9.5. of this Article, the Insurer shall have the right to refuse to compensate him/her for damages.
- 9.7. If the lost (stolen) property was not reported to the competent authorities or was not reported in a timely manner, the Insurer shall be released from the obligation to make the insurance payment only in the part relating to this property.
- 9.8. In the event that the Insured is not the Insured, the obligation to notify the Insurer in a timely manner of the occurrence of the insured event and to take reasonable and available measures in the circumstances to prevent or reduce possible losses, including measures to save and preserve the insured property, lies with the Insured. Failure to notify the Insurer of the occurrence of the insured event within the stipulated period gives it the right to refuse the insurance payment.
- 9.9. **The beneficiary has the right to:**
- 1) require the Insurer to explain the terms and conditions of motor vehicle insurance, its rights and obligations under the Insurance Agreement/ Appendices to these Rules;
 - 2) submit a claim for insurance payment to the Insurer;
 - 3) receive an insurance payment in the manner and on the terms provided for by the Insurance Agreement/Appendices to these Rules;
 - 4) 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;
 - 5) perform other actions that do not contradict these Rules and the legislation of the Republic of Kazakhstan.
- 9.10. The rights and obligations of the parties provided for in this section are not exhaustive. The parties have the rights and bear the obligations provided for by other paragraphs of these Rules/Annexes to these Rules, the terms of the Insurance Agreement and the legislation of the Republic of Kazakhstan.
- 9.11. The list of rights and obligations of the parties may be amended/reduced/supplemented by the Insurance Agreement/Appendices to these Rules.

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

- 10.1. The Insured shall immediately notify the Insurer of all significant changes in the insurance risk accepted for insurance known to him/her that occurred during the term of the Insurance Agreement, even if such a change in the insurance risk occurs not at the Insured's will.
- 10.2. Significant changes in the insurance risk are such changes in the object of insurance or related to the object of insurance, which are important for determining the probability of occurrence of an insured event and the amount of possible losses from its occurrence, and which could, if they existed at the time of conclusion of the Insurance Agreement, affect the Insurer's decision to enter into the Insurance Agreement or the specific terms of the Insurance Agreement, including:
 - 1) transfer of motor transport for use, rent, leasing, gratuitous use of possession to third parties;
 - 2) change in the regime and purposes of use of road transport (for example, use for the purpose of carrying out entrepreneurial activities, taxi, etc.);
 - 3) change of registration data of motor transport specified in the certificate of registration of motor transport;
- 10.3. In cases where the Insured doubts whether the changes in the insurance risk are significant, he is obliged to notify the Insurer of these changes.
- 10.4. In all cases, changes in the information specified by the Insured when entering into the Insurance Agreement in his Insurance Application and in the Insurance Agreement shall be significant.
- 10.5. The Insurer, notified of the circumstances entailing an increase in the insurance risk, has the right to demand changes in the terms of the current Insurance Agreement or payment of an additional insurance premium in proportion to the increase in the insurance risk.
- 10.6. If the Insured objects to amending the terms and conditions of the Insurance Agreement or paying an additional insurance premium, the Insurer shall have the right to demand termination of the Insurance Agreement.
- 10.7. If the Insured fails to fulfill the obligation provided for in clause 10.1. of this Article, the Insurer (before the occurrence of an insured event) has the right to demand termination of the Insurance Agreement and compensation for losses caused by termination of the Insurance Agreement.
- 10.8. 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. DOCUMENTS REQUIRED FOR CONSIDERATION OF THE ISSUE FOR INSURANCE PAYMENT

- 11.1. In order for the Insurer to make a decision on the insurance payment, the Insured (Beneficiary) shall provide the Insurer with the following documents:
 - 1) application for an insured event;
 - 2) a copy of the Insurance Agreement;
 - 3) a copy of the vehicle registration certificate (the original in cases provided for by the terms of the Agreement);
 - 4) a copy of the power of attorney for the right to drive a vehicle or a waybill, or other document confirming the legal driving of a vehicle;
 - 5) a copy of the coupon for passing the technical inspection;
 - 6) a copy of the driver's license of the person who drove/drove of the vehicle at the time of the accident;

- 7) a copy of the identity document of the Insured and the person allowed to drive/drove the insured motor vehicle;
- 8) original certificate from the Bank (MCO) on the current amount of the principal debt and accrued interest under the loan agreement, if the vehicle is pledged/credited;
- 9) a copy of the identity document of the Beneficiary (for the Beneficiary of an individual);
- 10) a copy of the certificate of state (accounting) registration (re-registration) of a legal entity (branch, representative office) with an identification number and address of location, a copy of the order/decision on the appointment of the chief executive officer, a copy of the identity card of the chief executive officer (for the Beneficiary of the legal entity);
- 11) documents for due diligence of the Insured, the Insured and the Beneficiary (his/her representative) and the beneficial owner in accordance with the AML/CFT legislation of the Republic of Kazakhstan;
- 12) An application for the insurance payment from the Beneficiary, indicating the information necessary for its implementation.
- 13) a copy of the identity document of the second/other participants in the incident;
- 14) the original of the expert valuation report to determine the amount caused to the motor vehicle, carried out by an independent appraiser who has the appropriate permit (valuation report);
- 15) the original of the defect report of the STO/special STO;
- 16) the original invoice for the payment of the service station/special service station;
- 17) the original act of work performed, invoice of the service station/special service station;
- 18) photographs of the damaged vehicle, including detailed photographs of the damaged parts;
- 19) documents necessary for the Insurer to exercise the right of claim against the person responsible for the damage caused, including a report on the assessment of the damage caused drawn up by an independent appraiser who has the appropriate permission;
- 20) to prove the existence of an insured event, depending on the risk, the Insured/Beneficiary must provide:

In case of a road traffic accident or other traffic accident:

- 1) documents of the traffic police: a protocol on violation of the Traffic Rules, a diagram of the accident, an addendum to the protocol on the violation of traffic rules, explanatory statements of the participants of the accident to the traffic police, protocols of medical examination of the participants of the accident or a certificate/report issued by an authorized officer of the traffic police on the failure to send the participants of the accident for medical examination by an authorized officer of the traffic police;
- 2) A court verdict/decision that has entered into legal force, or another document establishing the fact and cause of the occurrence of the insured event;
- 3) a copy of the driver's license of the second/other participants in the accident;
- 4) a copy of the certificate of state registration of the vehicle of the second/other participants in the accident;
- 5) a copy of the power of attorney for the right to drive a vehicle issued in favor of the second/other participants in the accident;
- 6) a copy of the contract of compulsory insurance of civil liability of vehicle owners of the person guilty of the accident.

In case of fire:

- 1) a copy of the application to the Department of Internal Affairs regarding the persons responsible for the fire;
- 2) a copy of the notification coupon confirming the fact of registration of the application with the Department of Internal Affairs;

- 3) a copy of the report on the fact of the insurant's/insured's application to the Department of Internal Affairs;
- 4) a copy of the crime scene inspection protocol;
- 5) a copy of the Fire Report;
- 6) the conclusion of the fire and technical expertise;
- 7) a copy of the decision on the progress of the criminal case (on the initiation, refusal to initiate, suspension, termination);
- 8) a copy of the court decision/verdict on the fact of fire, which has entered into force;
- 9) documents drawn up by authorized bodies (commissions) (prosecutor's office, investigation, inquiry, judicial authorities, fire supervision bodies) that investigate, classify and record events considered in the Insurance Agreement as insured events, or confirm the fact of occurrence of an insured event.
- 10) acts, conclusions, other documents of fire and law enforcement agencies, emergency services, units of the authorized body for emergency situations, state commissions, other competent authorities that investigate, classify and record events considered in the Insurance Agreement as insured events, or confirm the fact of occurrence of an insured event.

In case of explosion:

- 1) a copy of the statement to the Department of Internal Affairs regarding the persons responsible for the explosion;
- 2) a copy of the notification coupon confirming the fact of registration of the application with the Department of Internal Affairs;
- 3) a copy of the report on the fact of the insurant's/insured's application to the Department of Internal Affairs;
- 4) a copy of the crime scene inspection protocol;
- 5) the conclusion of the examination on the fact of the explosion;
- 6) a copy of the decision on the progress of the criminal case (on the initiation, refusal to initiate, suspension, termination);
- 7) a copy of the court decision/verdict on the fact of the explosion, which has entered into force;
- 8) other documents drawn up by authorized bodies (commissions) (prosecutor's office, investigation, inquiry, judicial authorities, fire supervision bodies) that investigate, classify and record events considered in the Insurance Agreement as insured events, or confirm the fact of occurrence of an insured event.
- 9) acts, conclusions, other documents of fire and law enforcement agencies, emergency services, subdivisions of the authorized body, state commissions, other competent bodies that investigate, classify and record events considered in the Insurance Agreement as insured events, or confirm the fact of occurrence of an insured event.

In case of a lightning strike, natural disaster:

- 1) copies of documents of authorized bodies (internal affairs bodies, emergency situations, KSK, etc.) confirming the fact of occurrence of an insured event;
- 2) certificate of natural disasters (Kazhydrometeorological center);
- 3) act/protocol of inspection of the damaged vehicle;
- 4) a copy of the application to the Department of Internal Affairs/Emergency Situations/KSK, etc., on the fact of damage to motor transport;
- 5) a copy of the notification coupon confirming the fact of registration of the application;
- 6) a copy of the Act/conclusion on the fact of damage to motor transport;
- 7) a copy of the crime scene inspection protocol;
- 8) expert opinion on the fact of damage to motor transport;
- 9) acts, conclusions, other documents of the hydrometeorological service, emergency services, subdivisions of the authorized body for emergency situations, state

commissions, other competent bodies that investigate, classify and record events considered in the Insurance Agreement as insured events, or confirm the fact of occurrence of an insured event.

In case of illegal actions of third parties:

- 1) a copy of the application to the Department of Internal Affairs in relation to persons guilty of illegal actions;
- 2) a copy of the notification coupon confirming the fact of registration of the application with the Department of Internal Affairs;
- 3) a copy of the report on the fact of the insurant's/insured's application to the Department of Internal Affairs;
- 4) a copy of the crime scene inspection protocol;
- 5) a copy of the decision on the progress of the criminal case (on the initiation, refusal to initiate, suspension, termination);
- 6) a copy of the decision to prosecute as an accused;
- 7) a copy of the court verdict;
- 8) documents drawn up by authorized bodies (commissions) (prosecutor's office, investigation, inquiry, judicial authorities, fire supervision bodies) that investigate, classify and record events considered in the Insurance Agreement as insured events, or confirm the fact of occurrence of an insured event.

Theft/theft of motor vehicles:

- 1) complete sets of original keys to road transport; complete sets of control panels, key fobs, cards, active and passive activators of all electronic and electronic-mechanical anti-theft systems, all keys to mechanical anti-theft devices with which motor transport is equipped (if these items were not lost along with motor transport);
 - 2) a copy of the statement to the Department of Internal Affairs regarding the persons guilty of theft or theft;
 - 3) a copy of the notification coupon confirming the fact of registration of the application with the Department of Internal Affairs;
 - 4) a copy of the report on the fact of the insurant's/insured's application to the Department of Internal Affairs;
 - 5) a copy of the crime scene inspection protocol;
 - 6) a copy of the decision on the progress of the criminal case (on the initiation, refusal to initiate, suspension, termination);
 - 7) a copy of the decision to prosecute as an accused;
 - 8) a copy of the court verdict;
 - 9) documents drawn up by authorized bodies (commissions) (prosecutor's office, investigation, inquiry, judicial authorities) that investigate, classify and record events considered in the Insurance Agreement as insured events, or confirming the fact of occurrence of an insured event;
 - 10) originals or copies certified by authorized persons of the relevant documents of the prosecutor's office, investigation, inquiry, judicial authorities (decisions to initiate, refuse to initiate, suspend or terminate the case, protocol of inspection of the scene of the incident, decisions to involve as an accused, court verdict), other documents drawn up by the authorized bodies (commissions) carrying out the investigation, classification and recording of events considered in the Agreement insurance as insured events, or confirming the fact of occurrence of an insured event;
 - 11) written application of the Insured on the refusal of motor transport as property in favor of the Insurer ("abandonment");
- 11.2. The procedure and form of drawing up the submitted documents shall comply with the legislation of the Republic of Kazakhstan, if it is provided for them. Unless otherwise provided by the Rules/Insurance Agreement, the documents shall be submitted to the

Insurer in the original or in the form of a copy notarized or certified by the original seal and signed by an authorized person of the competent organization.

11.3. The burden of collecting documents lies with the Insured.

11.4. The specific list of documents is determined by the Insurance Agreement.

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

12.1. 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.

12.2. The insurer shall make the insurance payment or refuse to make the insurance payment in the manner specified in these Rules.

12.3. 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.

12.4. 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.

12.5. The Insurer's decision on the impossibility to make or refuse to make the insurance payment shall be made in writing within 5 (five) business days from the date of submission by the Insurant (Insured, Beneficiary) of the package of documents.

13. PROCEDURE AND CONDITIONS FOR MAKING INSURANCE PAYMENTS

13.1. The insurance payment is made in the amount of real damage, but not higher than the insurance amount.

13.2. If the sum insured is less than the actual value of the motor vehicle as of the date of conclusion of the Insurance Agreement, the insurance indemnity shall be made in proportion to the ratio of the sum insured to the actual value of the motor vehicle as of the date of conclusion of the Insurance Agreement. If the sum insured exceeds the actual value of the motor vehicle insurance is invalid to the extent exceeding the actual cost of motor transport as of the date of conclusion of the Insurance Agreement. The fact of discrepancy between the insured amount and the actual cost of motor transport may be established by the Insurer upon the occurrence of an insured event.

13.3. The amount of damage is determined by the Insurer on the basis of the documents submitted by the Insured (Beneficiary) and/or an independent expert who has the appropriate license recommended by the Insurer.

13.4. The amount of damage is determined based on the calculation of the cost of restoration of damaged motor transport minus the accrued depreciation (depreciation) of motor transport that occurred before the occurrence of the insured event.

- 13.5. When determining the amount of damage and insurance payment, the following expenses are not taken into account: expenses incurred in excess of the necessary costs for the restoration of aircraft.
- Expenses in excess of the necessary costs include:
- 1) the cost of replacing the aircraft part/part to be repaired and the cost of the aircraft part/part to be repaired.
- This condition does not apply in cases where repair of aircraft part/part is impossible and/or impractical (repair of aircraft part/part is recognized as inexpedient if the cost of repair exceeds 70% of the cost of aircraft part/part);
- 2) costs associated with the expedited delivery of the aircraft part/part;
 - 3) expenses associated with the restoration of the marketable condition of the aircraft.
- Expenses associated with the restoration of marketable condition include:
- painting for a thickness gauge;
 - removal of dents without painting (if such costs exceed the cost of standard restoration of aircraft parts/parts);
- 4) other costs not directly related to the restoration of the damaged aircraft.
- 13.6. For the risk of damage to motor vehicles, the Insurance Agreement may provide for the implementation of insurance payment by the Insurer by payment of the invoice provided by the Insured from the service station (hereinafter referred to as the "Service Station"), selected by the Insured with the priorwritten consent of the Insurer for the repair of the damaged motor vehicle.
- 13.6.1. In this case, the insurance payment is made by the Insurer at the service station, on the basis of the invoice issued by the service station and the act of work performed on the repair of motor vehicles, signed by the Insured and the representative of the service station, indicating the name and cost of the work performed.
- 13.6.2. At the request of the service station, if it is necessary to prepay the services of the service station for the purchase of replaced spare parts, the insurance payment can be made in two installments. Payment of the first part of the insurance payment is made according to the invoice issued by the service station in the manner and within the terms established by the Insurance Agreement. Payment of the second part is made as the final determination of the amount of insurance payment and is made only after complete repair road transport and the provision of an invoice to the service station and an act of work performed on the repair of road transport, signed by the Insured and a representative of the service station, indicating the name and cost of the work performed.
- 13.7. In case of complete or constructive loss of motor transport (destruction of motor transport, in which an independent expert having the appropriate license will establish the inexpediency of restoration repairs; as well as the cost of restoration repairs will be more than 80% of the actual cost of motor transport on the date of occurrence of the insured event), the Insurer has the right to pay to the Insured:
- 1) the actual value of the damaged motor vehicle at the time of the insured event minus the value of the balances suitable for further use, but not more than the insured amount established by the relevant Insurance Agreement;
 - 2) the actual value of the damaged motor transport at the time of the insured event, provided that the Insured transfers to the Insurer the balances suitable for further use. In this case, the insurance payment is made after drawing up the acceptance and transfer act for motor transport, but not more than the insurance amount established by the relevant Insurance Agreement between the Insured and the Insurer, minus the cost of missing (replaced) parts and assemblies, the absence and/or damage of which is not related to the insured event. In order to transfer road transport to the Insurer, it must be deregistered with the traffic police and customs authorities for sale. All costs related

- to the transfer of ownership and/or road transport/usable balances are not covered by insurance.
- 13.8. In the event of an insured event at the risk of theft of motor vehicles, the insurance payment is made in the amount of the actual value of the motor transport on the date of occurrence of the insured event within the limits of the insured amount.
- 13.9. Unless otherwise provided by the Insurance Agreement/Appendices to these Rules, the Insurer for the risk of theft of motor vehicles shall make an insurance payment in the amount of 50% of the amount of damage calculated in accordance with the Insurance Agreement in the following cases:
- 1) if the motor vehicle at night (from 23.00 to 06.00) was not in a guarded parking lot, parking lot or in a lockable garage;
 - 2) if the alarm system was switched off at the time when the vehicle was not in use;
 - 3) if the Insured (a person admitted to drive the insured motor vehicle) leaves one or more of the following documents/items in the cabin of the motor vehicle:
 - technical passport/vehicle registration certificate;
 - power of attorney to drive a vehicle, waybills;
 - vehicle keys.
- 13.10. The insurance payment is made minus the amounts received as compensation for this damage from third parties.
- 13.11. After the occurrence of an insured event, the Insured may assign to the Insurer, with the consent of the latter, his rights to the insured motor transport and receive an insurance payment in the amount of the insured amount.
- 13.12. The insurer may replace the insurance payment with compensation for damage in kind within the amount of the insurance payment.
- 13.13. The Insurer is obliged to make a decision on the insurance payment and make the insurance payment to the Beneficiary within 20 (twenty) business days from the date of receipt of all necessary documents.
- 13.14. 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.
- 13.15. 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.
- 13.16. The insurance payment may be made to the Insured after the Beneficiary's written refusal to receive the insurance payment.
- 13.17. The procedure and conditions for making an insurance payment may be changed (supplemented) by the Insurance Agreement.
- 13.18. 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.
- 13.19. 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.

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 insurance, the Insurer shall be liable to the Insured within the limits of the Insurance Agreement concluded with him, however, the total amount of insurance payments received by the Insured from all Insurers may not exceed the actual damage.
- 14.3. The Insured has the right to receive an insurance payment from any Insurer in the amount of the insurance amount provided for by the Insurance Agreement. In the event that the received insurance payment does not cover the actual damage, the Insured has the right to receive the missing amount from another Insurer.
- 14.4. 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, shall be obliged to return to the Insured the relevant part of the insurance premiums, minus the expenses incurred.

15. SUBROGATION

- 15.1. The Insurer, who has made the insurance payment under the Insurance Agreement, shall receive the right of claim that the Insured has against the person responsible for the damage caused, within the limits of the amount paid. Upon receipt of the insurance payment, the Insurer shall be obliged to transfer to the Insurer all the documents and evidence available to him and inform him of all the information necessary for the Insurer to exercise the right of claim transferred to him.
- 15.2. In case of the Insured's waiver of claims against the specified person or of the rights ensuring the implementation of claims against him, as well as in case of refusal to transfer to the Insurer the documents necessary for the presentation of the right of claim, 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.

16. AMENDMENTS AND ADDITIONS TO THE INSURANCE AGREEMENT

- 16.1. Amendments and additions to the Insurance Agreement shall be made by mutual consent of the Parties, on the basis of a written application (notification) of one of the Parties.
- 16.2. 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.
- 16.3. 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.
- 16.4. 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.
- 16.5. 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.

17. TERMS OF TERMINATION OF THE INSURANCE CONTRACT

- 17.1. In addition to the general grounds for termination of obligations 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 for the first insured event. If it is expressly stipulated by the Insurance Agreement/Appendices to these Rules, it shall cease to be valid when the Insurer makes the insurance payment (insurance payments) in the amount of the insured amount under the Insurance Agreement or when the insurance payment is made in case of total loss of motor transport or the risk of theft of motor transport;
 - 2) non-payment by the Insured of the next insurance premium when paying the insurance premium in installments;
 - 3) 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;
 - 4) termination of the Agreement at the initiative of the Insured;
 - 5) termination of the Agreement at the initiative of the Insurer;
 - 6) in cases established by the legislation of the Republic of Kazakhstan or the Agreement.
- 17.2. In case of termination of the Insurance Agreement on the grounds specified in subparagraphs 1) - 3) of paragraph 17.1. of these Rules, insurance premiums paid to the Insurer are not refundable, unless otherwise provided for in the Agreement.
- 17.3. In case of termination of the Insurance Agreement on the grounds specified in subparagraphs 5) - 6) of paragraph 17.1. of these Rules, the insurance premiums paid to the Insurer are subject to refund of a part of the insurance premium for the unexpired insurance period from the date of submission to the Insurer of an application for early termination of the Agreement no later than 30 business days, unless otherwise provided by the legislation of the Republic of Kazakhstan.
- 17.4. In case of the Insured's withdrawal from the contract (sub-clause 4), clause 17.1. of these Rules, the insurance premium or insurance premiums paid to the Insurer shall not be refunded, unless otherwise provided for by the agreement.
- 17.5. 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).
- 17.6. In case of refusal of the Insurant-individual from the Insurance Agreement related to the loan agreement, due to the fulfillment by him (the borrower) of obligations to the lender under the loan agreement, the Insurer shall be obliged to return to the Insurant-individual the received insurance premium (insurance premiums) 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 premium (insurance premiums) received.
- 17.7. In cases where early termination of the Insurance Agreement is caused by non-fulfillment/improper fulfillment of its terms and conditions through the fault of the

Insurer, the latter shall be obliged to return to the Insured the insurance premium or insurance premiums paid by him in full.

- 17.8. In cases where the early termination of the Insurance Agreement is caused by non-fulfillment/improper fulfillment of its terms and conditions through the fault of the Insured, the insurance premium or insurance premiums paid by him shall not be refunded.
- 17.9. Termination of the insurance contract is carried out by the Insured independently by contacting the office with the provision of an identity card or in a personal account on the www.basel.kz website, having passed biometric verification. In case of application of the Insured's representative for termination of the Insurance Agreement, the representative shall apply to the Insurer's office with the provision of a notarized power of attorney with the right to terminate the Insurance Agreement and identity cards.
- 17.10. Invalidation of the Insurance Agreement shall be carried out in accordance with the procedure established by law at the request of an interested person. In case of invalidity of the Insurance Agreement, each party is obliged to return to the other all received under it, excluding the costs associated with the conclusion and performance of the Insurance Agreement, unless other consequences of the invalidity of the Insurance Agreement are provided for by law. Recognition of the Insurance Agreement as invalid shall be carried out in accordance with the norms of the civil legislation of the Republic of Kazakhstan.

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 the obligations under the Insurance Agreement shall not bear property liability for non-fulfillment/improper fulfillment of obligations, if it proves that proper fulfillment 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 Agreement.
- 18.4. The party experiencing force majeure shall notify the other party of the occurrence of such circumstances within 3 (three) business days, unless otherwise provided in the Insurance Agreement/Appendices to these Rules.
- 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 Agreement.

19. DISPUTE RESOLUTION PROCEDURE

- 19.1. When resolving disputes arising out of the Insurance Agreement and not settled by the parties, the norms of the legislation of the Republic of Kazakhstan shall apply.
- 19.2. Disputes arising under the Insurance Agreement, or the emergence of doubts about the circumstances of the occurrence of an insured event, shall be resolved by means of negotiations, with the involvement, if necessary, of a specially created expert commission.

- 19.3. In the event of disputes, the Parties are obliged to comply with the following pre-trial dispute settlement procedure:
- 1) 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 for the resolution of 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.
 - 2) 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.
- 19.4. 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.
- 19.5. 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.

20. ADDITIONAL CONDITIONS

- 20.1. Everything that is not stipulated by these Rules/Annexes to these Rules is regulated in accordance with the legislation of the Republic of Kazakhstan. In case of contradictions between the Insurance Agreement and the Insurance Rules, the provisions of the Insurance Agreement or the Appendices to these Rules shall apply.
- 20.2. By agreement of the Parties, special conditions (insurance clauses, definitions, exclusions, etc.) may be included in the concluded Insurance Agreement/Annexes to these Rules, if they do not contradict the legislation of the Republic of Kazakhstan.