

APPROVED
Board of Directors
JSC Insurance Company "Basel"
Minutes No41/23 dated November 13, 2023

**VOLUNTARY PROPERTY DAMAGE INSURANCE PROGRAM
FOR INDIVIDUALS – BANK BORROWERS
(STANDARD CONDITIONS)**

APPENDIX No1
to the Rules of Voluntary Property Damage Insurance
Basel Insurance Company JSC

Almaty, 2023



**VOLUNTARY INSURANCE PROGRAM
PROPERTY FROM DAMAGE, INDIVIDUALS – BANK BORROWERS
(STANDARD CONDITIONS)**

**APPENDIX №1
to the Rules of Voluntary Property Damage Insurance
Basel Insurance Company JSC**

Insurance Class:	Voluntary property damage insurance.
Insurer:	JSC Insurance Company "Basel" RK, 050059, Almaty, N. Nazarbayev Avenue 244 a Tel. 8 (727) 331-12-31, 8 (727) 331-16-81, 8 (727) 331-76-94 BIN 940440000910 IIC KZ69722S000004018086 in KASPI BANK JSC, BIC CASPKZKA Residency Attribute - Resident The code of the sector of the economy is 5, Kbe 15.
Policyholder:	The policyholder under the Insurance Policy (hereinafter referred to as the Policy) is an individual who is a borrower of the bank.
Beneficiary:	1) Beneficiary of the 1st priority: the Bank that provided a loan secured by the insured property (hereinafter referred to as the Bank) within the balance of the loan debt (the amount of the principal debt not repaid by the Insured as of the date of the insured event); 2) Beneficiary of the 2nd priority: Policyholder, within the difference between the amount of insurance payment and the unpaid loan amount as of the date of the insured event.
Insured:	The Insured under the Policy is the Insured and other individuals specified by the Insured as the Insured.
Object of insurance:	Property interests of the Insured related to the occurrence of losses resulting in damage, loss (destruction), damage to real estate owned by the Insured on the basis of the right of ownership, provided as security under the loan agreement concluded between the Bank and the Insured.
Insured event:	Insured events under the Policy are events that caused damage, loss (destruction), damage to property, as a result of: 1) fire, explosion, lightning strike; 2) damage to water supply, sewerage, heating systems, as a result of water penetration from neighboring premises (apartments, part of a house), premises that are alien to the Insured; 3) natural disasters (earthquakes, floods, storms, hurricanes, tornadoes, landslides, ground subsidence, landslides, rockfalls, avalanches, mudflows, hail); 4) collision, impact (collision of vehicles with the insured property); 5) illegal actions of third parties, namely: burglary, robbery, robbery; 6) falls of manned aircraft or their parts.
Sum insured:	The insured amount is determined in the Policy and is indicated in the national currency of the Republic of Kazakhstan - tenge. <u>This Program provides for insurance up to 100,000,000 (one hundred million) tenge inclusive, if this amount is exceeded, it is necessary to coordinate with the Underwriting Department.</u>
Insurance tariff:	Insurance tariff - approved by the decision of the authorized body of the Insurer, within the framework of the tariff by class (0.01% - 10.53%).
Insurance:	The insurance premium is determined in the Policy and is indicated in the national currency of the Republic of Kazakhstan - tenge.
Procedure and terms of payment of the insurance premium:	The insurance premium under the Policy is paid in a lump sum or in installments by transferring money to the Insurer's bank account or by depositing it at the Insurer's cash desk within the period specified in the Policy.
Franchise unconditional:	Approved by the decision of the authorized body of the Insurer.
Insurance agent/broker information:	The program provides for the issuance of Policies through the partners of BASEL Insurance Company JSC.
The amount of the agent's fee in % gross:	Approved by the decision of the authorized body of the Insurer.
Insurance area:	The Republic of Kazakhstan, the address of the location of the insured property.
Validity period of the Policy:	The policy is valid for 12 months during the period specified in the Policy. The period of insurance cover begins from the moment of payment of the insurance premium. The period of validity of the Policy can be extended for a period of more than 12 months at a time or with further prolongation, but not more than 5 years from the date of the initial conclusion of the Policy.
Additional conditions:	Not provided.

Form of conclusion of the Policy:	It is issued by issuing it on paper or in electronic form.
Application form:	It is issued by issuing it on paper or in electronic form.

STANDARD TERMS

1. GENERAL PROVISIONS

- 1.1.** These Standard Terms (hereinafter referred to as the "Standard Terms") have been developed for the purposes of concluding in electronic form Voluntary Property Insurance Policies for individuals who are borrowers of the Banks (hereinafter referred to as the "Policy").
- 1.2.** These Standard Terms have been developed in accordance with:
- 1) the Civil Code of the Republic of Kazakhstan dated July 1, 1999;
 - 2) Law of the Republic of Kazakhstan "On Insurance Activities" dated December 18, 2000.
- 1.3.** The following terms are used in the Standard Terms:
- 1.3.1.** Immovable property (real estate) – buildings, structures and other property, with the exception of perennial plantations, asphalt and other similar pavements, as well as the land plots themselves, firmly connected with the land, that is, objects that cannot be moved without disproportionate damage to their purpose;
- 1.3.2.** Market (actual) value is the most probable price at which this object can be alienated on the basis of a transaction in a competitive environment, when the parties to the transaction act with all available information about real estate;
- 1.3.3.** Book value (accounting amount) is the initial or current value of real estate (minus the amount of accumulated depreciation), at which they are reflected in the balance sheet (accounting) as of the reporting date.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. The insurant has the right to:

- 2.1.1.** familiarize yourself with the Standard Insurance Terms and Conditions and other terms and conditions of the Policy;
- 2.1.2.** to change the terms of the Policy, with the consent of the Insurer;
- 2.1.3.** receive an insurance payment in the event of an insured event in the manner and within the time limits established by the Policy;
- 2.1.4.** to appeal in court against the Insurer's refusal to make an insurance payment;
- 2.1.5.** terminate the Policy early in the manner and within the time limits established by the Policy;
- 2.1.6.** to other rights provided for by the Policy, the Insurance Program, the Insurance Rules and the current legislation of the Republic of Kazakhstan.

2.2. The insurant is obliged to:

- 2.2.1.** when concluding this Insurance Policy, the Insured is obliged to inform the Insurer of the circumstances known to the Insured, which are essential for determining the probability of occurrence of an insured event and the amount of possible losses from its occurrence (insurance risk), if these circumstances are not known and should not be known to the Insurer;
Circumstances defined in the application form of this Insurance Policy as material are recognized as material;
- 2.2.2.** immediately, but in any case no later than 3 (three) business days, inform the Insurer about significant changes in the circumstances that have become known to him, reported to the Insurer when concluding the Policy, by providing answers to the questions specified in the application form, if these changes can significantly affect the increase in the insurance risk during the validity period of the Policy. Any changes in the circumstances reported to the Insurer when concluding the Policy are recognized as significant;
- 2.2.3.** inform the Insurer in writing about all concluded and to be concluded other Insurance Policies/contracts in force in relation to the Insured Object during the validity period of the Policy;
- 2.2.4.** pay insurance premiums in the amount, procedure and terms established by the Policy;
- 2.2.5.** immediately, but in any case not later than 3 (three) business days, inform the Insurer about the filing of a claim against the Insured, which may cause a dispute about the right of ownership or other proprietary rights to real estate;
- 2.2.6.** 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 ;
- 2.2.7.** provide all documents and information requested by the Insurer necessary to comply with the requirements of the legislation of the Republic of Kazakhstan;
- 2.2.8.** return to the Insurer/Beneficiary within 7 (seven) business days from the date of written notification by the Insurer, the entire amount of insurance payment, if within the limitation period established by the legislation of the Republic of Kazakhstan such a circumstance is revealed, which, according to the law or under the Policy, was the basis for refusal to make the insurance payment;
- 2.2.9.** other obligations provided for by the Policy, the Insurance Program, the Insurance Rules and the current legislation of the Republic of Kazakhstan.

2.3. The insurer has the right to:

- 2.3.1.** check the information and documents provided to him/her, including requesting for verification the originals of the submitted documents or notarized copies;
- 2.3.2.** at any reasonable time check the Insured's compliance with the terms of the Policy, as well as request the necessary documentation on the Insured's ownership, while the Insured has no right to prevent him from doing so;
- 2.3.3.** if the Insured detects a violation of the terms and conditions of the Policy, the Insurer has the right to give written instructions to eliminate them, which are binding on the Insured;
- 2.3.4.** independently find out the causes and circumstances of the event that has signs of an insured event, including sending requests to the competent authorities, and, if necessary, appoint an expert examination in order to determine the amount of damage. In this case, the Insurer has the right to postpone consideration of the issue of making the insurance payment until the information of interest is received;
- 2.3.5.** postpone the insurance payment if the investigating authorities have initiated a pre-trial investigation against the Insured/Insured/Beneficiary and/or are investigating the circumstances that led to the damage for a period of up to 9 (nine) months with mandatory notification of the Insured;
- 2.3.6.** refuse to make the insurance payment to the Insured/Beneficiary, if the insured event occurred as a result of violation of the terms of the Policy, as well as on the grounds specified in the Policy;
- 2.3.7.** terminate the Policy early in the manner and within the time limits established by the Policy;
- 2.3.8.** suspend/refuse to carry out transactions with money and (or) other property under the Policy and the Standard Insurance Terms in order to comply with the law;
- 2.3.9.** to other rights provided for by the Policy, the Insurance Program, the Insurance Rules and the current legislation of the Republic of Kazakhstan.

2.4. The insurer is obliged to:

- 2.4.1.** ensure the secrecy of insurance;
- 2.4.2.** familiarize the Policyholder with the terms of the Policy, Program and Insurance Rules, as well as submit (send) a copy of the Programs, Insurance Rules at his request;
- 2.4.3.** if there are all the necessary documents confirming the occurrence of the insured event, the reasons for its occurrence, the amount of loss, and the right of the recipient of the insurance payment to receive it, to make the insurance payment in the manner and within the terms established in the Policy;
- 2.4.4.** if the Insurant (Insured) or the Victim (Beneficiary) or their representative fails to submit all the documents necessary for making the insurance payment, notify them of the missing documents within 7 (seven) working days from the date of establishing the fact of lack of documents;
- 2.4.5.** other obligations provided for by the Policy and the current legislation of the Republic of Kazakhstan.

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

- 3.1.** Proof of the occurrence of the insured event, as well as the losses caused by it, lies with the Insured/Insured/Beneficiary.
- 3.2.** In the event of an event that has signs of an insured event and/or the consequence of which may be the occurrence of an insured event, the Insured shall:
 - 3.2.1.** ensure that the event is documented by the competent authorities;
 - 3.2.2.** from the moment of occurrence of the event having signs of an insured event, within 7 (seven) business days, notify the Insurer thereof by any means of communication, as well as provide all available information and documentation that allows to judge the causes, course and consequences of the event, upon the occurrence of which the Insured has an obligation to make an insurance payment, as well as the nature and amount of the damage caused;
 - 3.2.3.** failure to notify or untimely notification of the Insurer about the occurrence of an insured event is the basis for the Insurer's refusal to make the insurance payment, except for cases when the failure to notify or untimely notification is due to reasons beyond the control of the Insured and the relevant documents confirming this fact are submitted;
- 3.3.** The Insurer or its representatives have the right to participate in the settlement of the event that has signs of an insured event, to give instructions to the Insured to take the necessary measures for this.

4. LIST OF DOCUMENTS CONFIRMING THE OCCURRENCE OF AN INSURED EVENT

- 4.1.** The claim for insurance payment to the Insurer shall be submitted by the Insured/Insured/Beneficiary in writing with the attachment of documents necessary for the insurance payment.
- 4.2.** In order to receive the insurance payment, the Insurant/Insured/Beneficiary shall submit the following documents to the Insurer in order to receive the insurance payment:
 - 4.2.1.** an application for the occurrence of an event that has signs of an insured event;

- 4.2.2.** a copy of the identity card with IIN (for an individual), a power of attorney for the right to conduct business in the insurance company and receive insurance payment (for a legal entity or in case of representing the interests of the Beneficiary);
- 4.2.3.** copies of title documents for the property: sale and purchase agreement, exchange agreement, gift agreement, certificate of inheritance by law or by will, lifetime maintenance agreement with a dependent (rent), privatization agreement, agreement on shared participation in construction, etc., technical passport (explication, copy of the floor plan, extract from the cadastre);
- 4.2.4.** documents of authorized state bodies confirming the occurrence of an insured event: act of the fire service, resolution on the initiation of a criminal case, act of the emergency service (gas, water supply), certificates of Kazhydromet, certificates from emergency authorities and others;
- 4.2.5.** documents establishing the cause of the occurrence of the insured event, conclusions of the fire service, expert reports, documents of law enforcement agencies (decisions to refuse to initiate a criminal case), or a court verdict, and others;
- 4.2.6.** to prove the amount of losses caused: conclusions of independent expert (appraisal) organizations and other documents confirming the amount of damage caused.
- 4.2.7.** documents that are necessary for the identification of the insurant, the insured, the beneficiary, their representatives and the beneficial owner, as well as for the fulfillment of the requirements of the legislation of the Republic of Kazakhstan.
- 4.3.** The Insured/Insured/Beneficiary has the right to submit other evidence confirming the occurrence of the insured event and the amount of losses caused.

5. PROCEDURE AND CONDITIONS FOR INSURANCE PAYMENT

- 5.1.** The Insurer shall be obliged to make a decision on the insurance payment and make the insurance payment or make a decision on refusal to make the insurance payment within 15 (fifteen) working days from the date of receipt of all the necessary documents for making a decision on the insurance payment, it shall reasonably motivate the reason for the refusal to the Insurant (Insured, Beneficiary).
- 5.2.** The Insurer's refusal to make the insurance payment may be appealed by the Insured/Insured/Beneficiary in court.
- 5.3.** The Insurer shall have the right to postpone the decision on insurance payment if it has reasonable doubts about the authenticity of the documents confirming the insured event or the amount of loss for a period of up to 3 (three_ months) to confirm the authenticity of such documents with mandatory notification of the Insured.
- 5.4.** Upon receipt of a written notice of the occurrence of an insured event from the Insured, the Insurer shall perform the following actions:
 - 5.4.1.** immediately registers the message and issues a certificate to the applicant indicating the full list of documents provided and the date of their acceptance;
 - 5.4.2.** establishes the fact of occurrence of an event that has signs of an insured event;
 - 5.4.3.** determines the need to involve experts, traffic safety inspectors;
 - 5.4.4.** check the compliance of the information provided in the Insured's application;
 - 5.4.5.** determines the fact and causes of the occurrence of the event as a result of which the loss was caused;
 - 5.4.6.** if the event is recognized as an insured event, determine the amount of insurance payment;
 - 5.4.7.** performs other actions related to the establishment of the fact of occurrence of the insured event, the amount of damage.
- 5.5.** The insurance payment is made in the amount of actual damage, but not more than the amount of the insurance amount specified in the Policy, taking into account the application of the franchise condition.
- 5.6.** The amount of actual damage is determined by:
 - 1) in case of complete destruction, destruction of property – in the amount of the estimated value of the property, but not higher than the insurance amount specified in the Policy minus the available balances suitable for use and sale, taking into account depreciation and depreciation. Total loss (destruction) of property is considered to be such damage to property when the costs of its repair (restoration), taking into account depreciation, exceed 80% of the actual value of the property. The degree of damage is determined for each object separately;
 - 2) in case of partial damage – in the amount of the costs of its repair or restoration or in the amount of the corresponding part of the cost, if the property will not be repaired (restored). Repair (restoration) costs include the cost of purchasing materials and spare parts for repair, as well as payment for repair work. The residual value of individual parts (parts, assemblies, assemblies) replaced in the process of repair and depreciation shall be deducted from the costs of repair (restoration).
- 5.7.** If the sum insured determined by the Policy exceeds the actual value, it is considered invalid in that part of the sum insured that exceeds the insured value at the time of conclusion of the Policy.

- 5.8.** If, at the time of conclusion of the Policy, the insured amount is set below the actual value, the Insurer, upon the occurrence of an insured event, shall make an insurance payment in the amount of a part of the actual damage incurred by the Insured (Insured) as a result of the insured event, in proportion to the ratio of the insured amount to the actual value, which is calculated according to the following formula:

$$Q = T * (S / W) - F, \text{ where}$$

Q – insurance indemnity	S is the sum insured under the Policy
T is the actual amount of damage	W is the market value of the subject of the
	/
	F is the amount of the franchise

- 5.9.** The insurance payment shall be made in accordance with the application for insurance payment either in cash within the limits established by legislative acts, or by crediting money to the bank account of the Insured/Beneficiary. The day of insurance payment shall be the day of debiting money from the Insurer's bank account.

6. EXCLUSION FROM INSURED EVENTS AND LIMITATION OF INSURANCE. GROUNDS FOR EXEMPTION OF AN INSURER FROM INSURANCE PAYMENT

- 6.1.** It is not an insured event, and the Insurer does not make an insurance payment if the loss, destruction or damage to real estate occurred as a result of:
- 6.1.1.** the effects of a nuclear explosion, radiation or radioactive contamination;
 - 6.1.2.** military operations, as well as maneuvers or other military measures;
 - 6.1.3.** insurrection, strike, lock-outs, civil unrest of the magnitude or escalation of popular insurrection, riot, civil unrest, military mutiny, revolution, military seizure or usurpation of power, acts of terrorism committed by a person in the name of or in conjunction with any organization;
 - 6.1.4.** seizure, confiscation, requisition, seizure or destruction of property acquired under the Transaction by order of state authorities and other similar measures of a political nature taken by order of military or civil authorities and political organizations
 - 6.1.5.** alienation by the owner of the subject of insurance;
 - 6.1.6.** the owner's waiver of the right of ownership of the property;
 - 6.1.7.** as a result of the Insured's actions/inactions in a state of alcoholic, narcotic or substance abuse intoxication, as well as in a state in which he/she could not understand the meaning of his/her actions or control them, including due to the use of medications that affect the psychomotor functions of the body;
 - 6.1.8.** claims arising between persons, one of whom is the Insured, in relation to the right of ownership of the property belonging to them on the basis of the right of common ownership;
 - 6.1.9.** claims arising between the heirs/successors of the Insured, in the event of his death/liquidation, in relation to the ownership of the property;
 - 6.1.10.** deliberate and documented collusion between the Insured and a third party aimed at the occurrence of an insured event;
 - 6.1.11.** termination of the right of ownership in connection with the seizure of the land plot on which the property is located for state needs and state needs;
 - 6.1.12.** obstruction by the Insured to the Insurer in the investigation of the circumstances of the occurrence of the insured accident and in establishing the amount of the loss caused by him;
 - 6.1.13.** foreclosure on real estate under the obligations of the Insured/Beneficiary;
- 6.2.** The insurer does not make an insurance payment for:
- 6.2.1.** expenses for reimbursement of fines, penalties, penalties and/or other administrative penalties and sanctions imposed on the Insured as a result of the occurrence of an insured event;
 - 6.2.2.** in cases provided for by the Insurance Rules.
- 6.3.** Expenses incurred by the Insured in order to prevent or mitigate losses are subject to reimbursement by the Insurer, if such expenses were necessary or were incurred to fulfill the instructions of the Insurer, even if the relevant measures were unsuccessful.
- 6.4.** The Policy, after making the insurance payment, remains valid until the end of its validity period in the amount of the insurance amount equal to the difference between the insurance amount stipulated by the Policy and the amount of the insurance payment made.
- 6.5.** After making the insurance payment, the Insured has the right to restore the insurance amount under the Policy by concluding an additional agreement for the remaining insurance period with the payment of an additional insurance premium.

7. FORCE MAJEURE

- 7.1.** A party shall not be held liable for failure to perform any of its obligations if it proves that:
- 7.1.1.** such non-compliance was the result of an impediment beyond its control;
 - 7.1.2.** it could not reasonably be expected at the time of entering into the Policy to take into account the impediment or its consequences for the performance of the Policy;
 - 7.1.3.** it could not reasonably have avoided or overcome such an obstacle, or at least its consequences;
 - 7.1.4.** Under the Policy, the concept of force majeure does not include events for which insurance is made.
- 7.2.** In the event of force majeure, the Parties have the right to agree on the further legal fate of the Policy.

8. TERMS OF TERMINATION OF THE POLICY

- 8.1.** The period of validity of the insurance cover coincides with the term of the Policy. The Policy comes into force on the date of the beginning of the term of the Policy specified in the Policy.
- 8.2.** In addition to the general grounds for termination of obligations provided for by the legislation of the Republic of Kazakhstan, the Policy is terminated early in the following cases:
- 8.2.1.** making an insurance payment in the amount of the insurance amount, taking into account the franchise;
 - 8.2.2.** the Insured's refusal from the Policy;
 - 8.2.3.** the court decides to invalidate the Policy;
 - 8.2.4.** liquidation of one of the Parties;
 - 8.2.5.** agreement of the Parties on early termination of the Policy;
 - 8.2.6.** submission of a claim by one of the Parties, in case of a material violation of the terms of the Policy. A material breach of the terms and conditions of the Policy is understood as the failure of one of the Parties to comply with the terms of the Policy or the occurrence of circumstances that prevent the fulfillment of the terms of the Policy. The fact of the occurrence of circumstances that prevent the fulfillment of the terms of the Policy must be documented.
- 8.3.** The initiating Party is obliged to notify the other Party of the intention to terminate the Policy early on the grounds specified in clauses 8.2.2, 8.2.5 and 8.2.6 of the Policy at least thirty (30) calendar days before the expected date of termination.
- 8.4.** In case of early termination of the Policy on the grounds specified in clauses 8.2.4 - 8.2.6 of the Policy, the Insurer has the right to withhold from the paid insurance premium a part calculated in proportion to the time during which the insurance was in effect, minus the expenses incurred, which are 30% of the amount of the insurance premium, as well as minus the insurance payments made in respect of this insured object under the Policy. calculated using the following formula:
- $C = P - ((P / Sr) * K) - (P * 30\%) - B$, where:
- C** is the insurance premium to be returned;
 - P** is the amount of the insurance premium according to the Policy;
 - Sr** – Insurance term (in days);
 - K** is the number of days used;
 - C** – the amount of payments made/to be made;
 - 30%** is the percentage of deduction for conducting the case.
- 8.5.** In case of early termination of the Policy on the grounds specified in clause 8.2.1, clause 8.2.2 of the Policy, the insurance premiums paid to the Insurer are not subject to refund.
- 8.6.** For early termination of the Policy in accordance with clause 8.2.5 of the Policy, the Insured shall submit a written application for termination of the Policy to the Insurer. The Insurer has the right to refuse early termination of the Policy, except as provided for by the Policy and applicable law. In case of consent to early termination of the Policy, the Insurer shall refund the insurance premium on the terms of the Policy.
- 8.7.** In case of refusal of the Insurant-individual from the 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 premium received (received) (insurance premiums).
- 8.8.** In case of refusal of the Insurant-individual from the Agreement, due to the fulfillment 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 contract, not exceeding ten percent of the insurance (received) received premiums (insurance contributions).
- 8.9.** The insurance premium shall be refunded within 5 (five) business days.
- 8.10.** If the Insurer has made any insurance payment to the Insured under the Policy or there is a claimed loss under the Agreement, then in this case the insurance premium is not returned to the Insured.
- 1.1.** In case of early termination of the Policy, the receipt (transfer, cashing out of money from a bank account or cash withdrawal from the Insurer's cash desk, etc.) by the Insured of the amount of the insurance premium refund is a

sufficient basis for asserting that the Insured agrees with the amount of the refund and excludes any possibility of disputing the amount received. In case of disagreement with the amount of the refund, the Insured must apply in writing to the Insurer within 10 (ten) business days from the date of receipt of the refund amount, after this period it is considered that the Insured agrees with the amount of the refund of the insurance premium.

9. DISPUTE RESOLUTION PROCEDURE

- 9.1.** Disputes arising out of the Policy shall be resolved by the Parties through negotiations. In case of failure to reach an agreement, the dispute shall be referred to the court in the manner prescribed by the current legislation of the Republic of Kazakhstan.

10. MISCELLANEOUS

- 10.1.** The Parties undertake not to transfer to third parties, including the media, the secrecy of official and commercial information or other information, the disclosure of which may cause damage to one of the Parties or their joint activities.
- 10.2.** The transfer of rights and obligations under the Policy to other persons is not allowed, unless otherwise stipulated by an additional written agreement of the Parties.
- 10.3.** All issues not provided for by the Policy are regulated by the current legislation of the Republic of Kazakhstan.
- 10.4.** All changes and additions to the Policy are made by entering into an additional agreement by the Parties. In the following cases, changes and additions are made to the Policy:
- 10.4.1.** when the Insured/Insured/Beneficiary is replaced;
- 10.4.2.** in case of a change in the degree of insurance risk;
- 10.4.3.** in case of changes in the rights and obligations of the Parties under the Policy;
- 10.4.4.** in case of any other change in the terms of insurance and the provisions of the Policy.
- 10.5.** The Insured's application, the Annexes to the Policy are its integral parts.