САҚТАНДЫРУ КОМПАНИЯСЫ
HALYK
СТРАХОВАЯ КОМПАНИЯ

APPROVED
by the resolution of the Board of Directors of
“Halyk” Insurance Company” JSC,
Minutes No. 49 dated February 18, 2019

RULES
of voluntary accident insurance

"Halyk" Insurance Company" JSC

1. GENERAL PROVISIONS

1. These Rules of voluntary accident insurance with “Halyk” Insurance Company” JSC (hereinafter referred to as the Rules) are developed in accordance with the legislation of the Republic of Kazakhstan, internal regulatory documents of “Halyk” Insurance Company” JSC and regulate the insurance conditions, the procedure for concluding, maintaining and executing the Agreement of voluntary accident insurance, the Agreement of voluntary insurance of the borrower / lessee against an accident (hereinafter collectively or separately referred to as the Insurance Agreement).

2. The concepts used in these Rules:

1) **temporary disorder of body functions** - a reversible state of health of the Insured, in which he/she loses as a result of an **accident** for a relatively short period of time, the ability to self-service, movement, orientation, control over his/her behavior, learning and communication;

2) **Beneficiary** - a person who, in accordance with the Insurance agreement, is the recipient of the insurance benefit;

3) **Loan (credit) agreement** – an agreement, according to which one party (the lender) transfers, and in cases stipulated by legislation or the Agreement, undertakes to transfer ownership (economic management, operational management) to the other party (the borrower) money or things defined by generic characteristics, and the borrower undertakes to return to the lender the same amount of money or an equal amount of things of the same kind and quality;

4) **lender -** in the context of these Insurance Rules, the lender is a bank or other financial institution, or a leasing organization;

5) **Insured** - a person in respect of whom the insurance is maintained;

6) **accident** - a sudden, short-term event (incident) that actually occurred against the will of a person as a result of external mechanical, electrical, chemical or thermal effects on the body of the Insured resulting in harm to health, including injury, or death;

7) **death -** death of the Insured as a result of an accident that occurred during the period of validity of the insurance cover. Unless otherwise provided by the Insurance agreement, a death is recognized as an insured event if it occurs within 12 months from the date of the accident;

8) **persistent disorder of body functions** leading to the limitation of the life of the Insured - a state of health of the Insured in which, as a result of an accident, he/she loses the ability to self-service, movement, orientation, control over his/her behavior, learning, communication and work in the future and which led to the opinion of the medical and social expert commission on establishment of “disabled child” category of for persons under 18 (eighteen) years old and “disabled” for persons over 18 (eighteen) years old for the Insured;

9) **Assured** - a capable individual or a legal person which has entered into an Insurance agreement with the Insurer. Unless otherwise provided by the Insurance agreement, the Assured is simultaneously the Insured;

10) **Insurable interest** - property interest of the Assured (the Insured, the Beneficiary) in preventing risks and preventing the occurrence of an insured event;

11) **Insured event** - an event upon the occurrence of which the Insurance agreement provides for the payment of insurance benefit.

An event considered as an insured event must have all of the following features (with the exception of events that may be provided for under the Accumulative insurance agreement):

- probabilities and randomness of the occurrence of the event;

- unpredictability regarding a specific time or place of the occurrence of an event, as well as the amount of losses as a result of the occurrence of an event;

- lack of danger that the event is inevitable and objectively bound to occur within the validity of the Agreement, about which the parties or, at least, the Assured knew or were aware in advance;

- the occurrence of an event has negative, unfavorable economic consequences for the property interest of the Assured (The Insured, the Beneficiary);

- the occurrence of an event is not related to the will and (or) intent of the Assured (The Insured, the Beneficiary) and does not provide for the purpose of deriving benefits and (or) obtaining a win (speculative risk);

12) **Insurer** - Joint-Stock Company "Subsidiary of Halyk Bank of Kazakhstan "Halyk" Insurance Company" which has a license for the right to carry out voluntary insurance against an accident, and is obliged, upon the occurrence of an insured event, to pay the insurance benefit to the Insured or another person (Beneficiary) in whose favor the Insurance Agreement has been concluded within the amount (sum insured) determined by the Insurance agreement;

13) **Trauma –** damage to the anatomical integrity of tissues or organs with a disorder of their functions caused by the impact of various environmental factors, as well as by the Assured's (the Insured's) own actions and the actions of third parties, machinery and equipment that occurred during the period of insurance coverage under the Insurance agreement.

3. On the basis of these Insurance Rules, the Insurer concludes insurance agreements with legal entities regardless of the form of ownership, and capable individuals regardless of citizenship, including borrowers of banks and other financial organizations, lessees of leasing companies.

4. Under the Borrower's Accident Insurance agreement, the Beneficiary is the lender, unless otherwise provided by the Insurance agreement or an agreement with the lender. After the full fulfillment of obligations under the loan agreement or lease agreement or their early termination, the Insured becomes the Beneficiary, for individuals in case of death - the legal heirs, unless otherwise provided by the Insurance Agreement. Replacement of the Beneficiary under the Insurance Agreement during the validity period of the loan agreement or lease agreement may be carried out by the Insurer only with the written consent of the lender.

5. When concluding the Insurance Agreement, the parties may amend (exclude) certain provisions of these Insurance Rules and / or add the Insurance Agreement with other provisions that do not contradict the current legislation of the Republic of Kazakhstan.

2. OBJECT OF INSURANCE

6. The object of insurance is the property interests of the Assured (the Insured, the Beneficiary) related to harm to the life and health of the Insured as a result of an accident.

7. The unlawful interests of the Assured (the Insured, the Beneficiary) are not subject to insurance.

3. INSURED EVENT

8. Unless otherwise provided by the Insurance agreement, an insured event is the fact of an accident that occurred during the period of validity of insurance coverage under the Insurance agreement and resulted in the following events (in aggregate or any combination of them):

1) temporary disruption of the functions of the Insured's body;

2) persistent disorder of the body's functions which resulted in the limitation of the life of the Insured, with the establishment of a "disabled" or "disabled child" category;

3) injury of the Insured;

4) death of the Insured.

9. The events provided for in paragraph 8 of this article are recognized as insured events if they were the result of an accident that occurred during the period of validity of insurance coverage under the Insurance agreement in the insurance territory and are confirmed by documents issued by the competent authorities in the manner prescribed by the legislation of the Republic of Kazakhstan.

10. Unless otherwise provided by the Insurance agreement, persistent disorder of body functions and / or death of the Insured resulting from an accident that occurred during the period of validity of insurance coverage under the Insurance agreement are also considered as insured events if they occurred within the next 12 (twelve) months from the date the occurrence of an accident.

11. If the Insured is recognized as missing during the period of validity of insurance coverage under the Insurance agreement and in the territory of insurance, in accordance with all the other terms and conditions of the insurance agreement, the Insurer shall pay insurance benefit based on a court decision that entered into legal force on declaring the Insured as deceased in accordance with the procedure established by law.

12. The list of insured events is established by the Insurance agreement.

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

4. EXCLUSIONS FROM INSURED EVENTS AND LIMITATION OF INSURANCE

14. The following events are not insured events and not covered by insurance:

- Accidents that occurred before or after the end of the insurance coverage under the Insurance agreement;
- Disorder of body functions or death of the Insured which did not occur as a result of an accident, including those that occurred as a result of any disease.

15. Unless otherwise provided by the Insurance agreement, an event that occurs as a result of the following risks is not recognized as an insured event:

1) wars; invasions; hostile actions of a foreign state; military or similar operations (whether war is declared or not) or civil war;

2) rebellions; strikes; lockouts; civil unrest escalating to popular uprising; riot; civil unrest; military rebellion; revolution; military seizure or usurpation of power; confiscations; requisition or nationalization of property; terrorist attacks;

3) radioactive radiation or contamination with radioactive fuel or radioactive waste from the combustion of atomic fuel;

4) actions of the Insured committed in a state of alcoholic, toxic, narcotic or other intoxication, or under the influence of drugs or psychotropic drugs in the presence of the conclusion of the relevant authority;

5) committing or attempting to commit of actions by the Insured containing signs of a criminal offense or administrative offense in the presence of the conclusion of the relevant authority;

6) deliberate actions or inactions of the Insured, the Assured or the Beneficiary the purpose of which was to harm the life and health of the Insured in the presence of the conclusion of the relevant authority. Such actions also include suicide (attempted suicide), if at the time of suicide (attempted suicide) the Insurance agreement was valid for less than two years, except for cases when the Insured was brought to such a state by unlawful actions of third parties;

7) mountaineering, rock climbing, skydiving, hang gliding, paragliding, paratropping, scuba diving, parkour, rafting, bungee jumping,

rope jumping, mountain biking, motorcycling, speleology, aviation sports, hunting, horse riding, auto racing, cycling;

8) violation of the rules, measures and safety precautions by the Assured (the Insured) or other persons;

9) any fraud or deliberate concealment of the facts of the health status of the Assured (the Insured) by the Assured (Insured);

10) apoplexy, epileptic seizure or other seizures, convulsive seizures;

11) any disease (somatic, infectious, oncological) except for cases when such diseases were the result of an accident that occurred during the period of validity of the insurance coverage;

12) medical or surgical treatment, except for cases when such treatment is necessary to heal bodily injuries sustained by the Insured as a result of an accident;

13) poisoning with an unknown substance.

16. Insurance coverage does not apply to:

1) for persons whose age at the time of the conclusion of the insurance agreement is less than 1 year and more than 65 full years (unless other age restrictions are provided for by the insurance agreement);

2) for persons in respect of whom, at the time of the conclusion of the Insurance agreement, disability has already been established, the degree of loss (full or partial) of working capacity (general or professional) has been determined and / or an occupational disease has been diagnosed;

3) on persons registered in a neuropsychiatric or narcological dispensary;

4) on persons with cancer and AIDS;

5) on persons suffering from sexually transmitted diseases;

6) on persons who have been injured or have / have diseases or their consequences resulting from alcoholic, toxic, narcotic or psychotropic intoxication (of any degree);

7) on persons in places of deprivation of freedom;

8) on persons included by the authorized body in the List of persons related to the financing of terrorism and extremism;

9) on persons suffering from diseases of the cardiovascular system and atherosclerosis, who underwent surgery for cardiovascular diseases.

17. Unless otherwise provided by the Insurance agreement, the Insurer is not responsible and does not cover:

1) expenses for conducting cases related to the insured event and with its proof in any authorized bodies (photocopying, notarization, examination; services of a lawyer, representative, translator, etc.);

2) expenses for compensation for harm caused to third parties;

3) moral injury;

4) administrative fines, government duties, fees, etc.

5) financial losses associated with interruption of production, loss of profits, exchange rate differences, forfeits (fines, penalties) for late performance of an obligation, etc.;

6) legal, expert costs, only if these costs were not related to the prevention or reduction of losses to be reimbursed by the Insurer.

18. The Insurer is not responsible for losses:

1) exceeding the amount of the sum insured (the Insurer's liability limit);

2) not specified in the Insurance agreement, including losses caused to the lender;

3) in the form of lost profits, that is, lost income which the lenders would have received under normal conditions of turnover, if their right had not been violated.

19. If, after the conclusion of the insurance agreement, it is established that the Assured has informed the Insurer of knowingly false information about circumstances that are significant for

determining the possibility of an insured event, and also conceal the information specified in paragraph 16 of this article, the Insurer has the right to demand that the insurance agreement be declared invalid.

20. The insurance agreement may establish other exclusions from insured events and (or) insurance limitations.

5. SUM INSURED. DEDUCTIBLE

21. Sum insured - the amount of money for which the insurance object is insured and which is the maximum amount of the Insurer's liability in the event of an insured event. The sum insured is established by the Insurance agreement.

22. The insurance agreement may establish:

1) the aggregate maximum amount of liability, in this case the sum of all insurance payments for all insured events for the entire period of validity of the insurance agreement cannot exceed this amount;

2) the maximum scope of liability for each Insured;

3) the maximum amount of liability for a series of insured events as a result of one accident;

4) the maximum amount of liability for each insured event for one or all insured events.

5) the maximum amount of liability in a fixed amount and the amount of partial or full compensation of the expenses of the Insured for one insured event.

23. Unless otherwise provided by the Insurance agreement, the sum insured (the limit of the Insurer's liability) is reduced by the amount of the insurance benefit paid.

24. Unless otherwise provided by the Insurance agreement, after the insurance benefit is paid, the Assured has the right to increase the sum insured under the Insurance agreement up to the corresponding insured value, and (or) the Insurer's liability limit to the original amount subject to the payment of an additional insurance premium.

25. Deductible - the Insurer's exemption from compensation for damage not exceeding a certain amount provided for by the insurance terms and conditions.

In case of a conditional deductible, the Insurer is exempt from compensation for damage that does not exceed the established amount of the deductible, but must compensate for the damage in full if its amount exceeds this amount.

In the case of an unconditional deductible, damage in all cases is reimbursed after deducting the established amount.

26. The type and amount of the applicable deductible is established by the Insurance agreement.

6. INSURANCE PREMIUM. PAYMENT PROCEDURE AND TERMS

27. Insurance premium - the amount of money that the Assured is obliged to pay to the Insurer for the latter's acceptance of the obligation to pay insurance benefits to the Beneficiary in the amount determined by the Insurance agreement.

28. The amount of the insurance premium is calculated on the basis of the insurance rate established by the Insurer which determines the rate of insurance premium charged per unit of the sum insured taking into account the object of insurance and the nature of the insured risk.

29. The insurance premium is paid by the Assured in the currency of the Republic of Kazakhstan.

30. In cases stipulated by the current legislation of the Republic of Kazakhstan, the insurance premium can be paid in foreign currency (currency equivalent).

31. The insurance premium is paid as a lump sum or in installments by bank transfer or in cash (in compliance with the requirements of the legislation of the Republic of Kazakhstan).

The procedure and terms for payment of the insurance premium are established by the Insurance agreement.

32. Unless otherwise provided by the Insurance agreement (in the absence of a written agreement of the parties on a different condition), in case of late payment of the insurance premium (installment premium)

by the Assured within the period specified in the Insurance agreement, the Insurer has the right:

1) to terminate the Insurance agreement unilaterally from the date of non-payment of the insurance premium (installment premium);

2) to refuse to pay an insurance benefit if an event recognized as an insured event has occurred before the payment of the insurance premium (installment premium) which is overdue;

3) when determining the amount of insurance benefit to set off the amount of overdue insurance premium (installment premium), if an event recognized as an insured event has occurred before payment of the insurance premium (installment premium) which is overdue.

33. When concluding an Insurance agreement for a period of less than one year, the insurance premium can be calculated for the actual number of days of the Insurance agreement (pro-rata), or set as a percentage of the annual premium, in this case an incomplete month is counted as complete:

Insurance period	% of the annual insurance premium per one Insured
Up to 2 months	30
Up to 3 months	40
Up to 4 months	50
Up to 5 months	60
Up to 6 months	70
Up to 7 months	75
Up to 8 months	80
Up to 9 months	85
Up to 10 months	90
Up to 11 months	95

7. RIGHTS AND OBLIGATIONS OF THE PARTIES

34. **The Assured has the right:**

1) when concluding the Insurance agreement to acquaint with the annual financial statements of the Insurer, if they are not confidential information;

2) to read the Rules, require the Insurer to clarify the conditions of insurance, their rights and obligations under the Insurance agreement, receive a copy of the Rules;

3) to get a duplicate of the Insurance agreement prepared in paper form in case of its loss, or get the electronic Insurance agreement again to the e-mail address of the Assured specified when concluding the Insurance agreement;

4) to get acquainted with the progress of the Insurer's investigation of the insured event;

5) upon the occurrence of an insured event to get an insurance benefit in the amount, in the manner and within time limits established by the Insurance agreement;

6) to terminate the Insurance agreement early in the manner prescribed by these Rules (the Agreement);

7) in accordance with the procedure established by the legislation of the Republic of Kazakhstan to contest a decision of the Insurer to refuse to pay an insurance benefit or reduce its amount.

35. **The Assured is obliged:**

1) when concluding the Insurance agreement to inform the Insurer of all known circumstances that are essential for determining the possibility of an insured event and the amount of possible losses from its occurrence;

2) to notify the Insurer of all insurance agreements already concluded and negotiated in relation to the Insured with other insurance companies;

3) to pay the insurance premium in the amount, in the manner and within time limits established by the Insurance agreement;

4) to inform the Insurer about the state of the insurance risk;

5) to comply with the terms of the Rules (the Insurance Agreement);

6) to familiarize the Insured with the insurance terms and conditions. Violation of the terms of the Insurance agreement by the Insured is regarded as a violation by the very Assured;

7) upon the occurrence of an event recognized as an insured event and (or) the consequence of which may be the occurrence of an insured event to notify the Insurer about this and take the necessary actions in the manner and within time limits established by these Rules (the Insurance Agreement);

8) for making a decision on payment of the insurance benefit to provide all the documents necessary and required by the Insurer in accordance with article 10 these Rules (conditions of the Insurance agreement);

9) to maintain confidentiality about the terms of the Insurance agreement and the amount of insurance premiums and benefits;

10) to take measures to reduce losses from an insured event;

11) to inform the Insurer immediately of significant changes that have become known to the Assured in the circumstances communicated to the Insurer when concluding the Insurance agreement if these changes may significantly affect the increase in the insured risk during the validity of the Insurance agreement.

36. **The Insurer has the right:**

1) during the validity period of the insurance to check the state of the insurance risk, its compliance with the information provided by the Insured when concluding the Insurance agreement;

2) to find out independently the causes and circumstances of an event recognized as an insured event, including sending inquiries 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 the consideration of the issue of paying the insurance benefits until the receipt of the information of interest sending a written notification of this to the applicant within the time limits established by the Insurance agreement;

3) to demand the documents from the Assured (the Insured) necessary to establish the fact of the insured event, the reasons and circumstances of its occurrence, the amount of damage caused specified in article 10 of these Rules;

4) to postpone the decision to pay the insurance benefit until all the circumstances are clarified on the basis of the data and documents of the competent authorities sending of a written notification to the Insured no later than five working days from the date of the decision on the postponement;

5) to refuse to pay the insurance benefit or reduce its amount on the grounds provided for by these Rules (Insurance Agreement) and the current legislation of the Republic of Kazakhstan, or not recognize the event as an insured event notifying the Assured (the Insured, the Beneficiary) in writing;

6) for early termination of the Insurance agreement in case of violation by the Assured (Insured) of the terms of the Insurance agreement.

37. **The Insurer is obliged:**

1) to familiarize the Insured with the terms of insurance (these Rules), submit (send) a copy of these Rules if the Insurance agreement is concluded by attaching to these Rules with the issue of an insurance policy to the Assured;

2) to register a message about an insured event within one working day from the date of the message;

3) upon the occurrence of an insured event, to pay the insurance benefit in the amount, in the manner and within time limits established by the Rules (the Insurance Agreement);

4) to reimburse the Assured (the Insured) for reasonable expenses incurred to reduce losses in the event of an insured event;

5) if the Assured (the Insured) or the injured person (the Beneficiary) or their representative cannot submit all the documents necessary for the insurance payment, to notify them of the missing documents within the time period established by the Insurance agreement;

6) to ensure the secrecy of insurance;

7) in case of loss of the Insurance agreement prepared in paper form on the basis of the Assured's application, to issue a duplicate of the Insurance agreement or, at the request of the Assured, re-send the electronic Insurance agreement to the Assured's e-mail address specified when concluding the Insurance agreement.

38. **The Beneficiary has the right:**

1) to get information about insurance conditions from the Assured and the Insurer;

2) to inform the Insurer about the occurrence of an insured event;

3) to participate in the investigation of the insured event;

4) to get insurance benefits in the manner and under the conditions established by the Insurance agreement.

39. The Insurer, the Assured (the Insured, the Beneficiary) have other rights and obligations established by the legislation of the Republic of Kazakhstan, these Rules, and the Insurance Agreement.

8. CONSEQUENCES OF INCREASING IN INSURANCE RISK DURING THE PERIOD OF INSURANCE AGREEMENT

40. During the period of the Insurance agreement, the Assured (the Insured) is obliged immediately, but no later than within three working days from the day (unless otherwise provided by the Insurance agreement), when the Assured (the Insured) became aware, to notify the Insurer in writing about significant changes in the circumstances communicated to the Insurer upon the conclusion of the Insurance agreement.

41. In any case the following changes are recognized as significant:

1) changes in the insurance territory;

2) change of the place of residence by the Assured (the Insured);

3) assignment of the category “disabled” or “disabled child” to the Insured;

4) occupations listed in subparagraph 7 of paragraph 15 of article 4 of these Rules;

5) diseases and conditions listed in subparagraphs 10 - 13 of paragraph 15 of article 4 of these Rules;

6) job change;

7) changes in the information specified in the application for insurance and in the Insurance agreement.

42. The Insurer notified of the circumstances resulting in an increase in the insured risk has the right to demand changes in the terms of the Insurance agreement and the payment of an additional insurance premium in proportion to the increase in the insured risk.

If the Assured or the Insured objects to a change in the terms of the Insurance agreement or the additional payment of the insurance premium, the Insurer has the right to demand termination of the Agreement in accordance with the norms provided for by the legislation of the Republic of Kazakhstan.

43. If the Assured (the Insured) fails to fulfill the obligation stipulated in paragraph 40 of this article, the Insurer has the right to demand termination of the Insurance agreement and compensation for losses caused by its termination.

44. The Insurer does not have the right to demand termination of the Insurance agreement if the circumstances resulting in an increase in the insured risk have already disappeared.

9. ACTIONS OF THE ASSURED UPON THE OCCURRENCE OF AN INSURED EVENT

45. Upon the occurrence of an event recognized as an insured event and (or) the consequence of which may be the occurrence of an insured event (accident insured) the Assured (the Insured) is obliged:

1) to apply to a medical institution for medical assistance, and the conclusion of a medical examination to establish the fact of the use of a psychoactive substance and a state of intoxication;

2) to ensure the documented registration of the event by the authorized competent authorities;

3) within the period established by the Insurance agreement counting from the hour when the Assured learned or should have learned about the occurrence of the insured event to notify the Insurer or their authorized representative about its occurrence, inform of all known information about the circumstances of the event, the types and estimated amounts of damage caused, agree with the Insurer on further actions, as well as submit a written application in the form established by the Insurer.

4) to provide the Insurer with all documents and information necessary for the insurance payment;

5) in the event of the death of the Insured, the Assured (the Beneficiary) is obliged to inform the Insurer about this within the period established by the Insurance agreement, but not later than 30 (thirty) business days.

46. The Beneficiary has the right to notify the Insurer of the occurrence of an insured event in all circumstances regardless of the notification by the Assured or the Insured.

47. Failure to notify the Insurer of the occurrence of an insured event gives the Insurer the right to refuse insurance benefit if it is not proved that the Insurer learned about the occurrence of an insured event in a timely manner or the lack of information at the Insurer about this could not affect their obligation to pay the insurance benefit.

10. LIST OF DOCUMENTS CONFIRMING THE OCCURRENCE OF THE INSURED EVENT AND THE AMOUNT OF LOSSES

48. The claim for insurance payment is filed to the Insurer by the Assured (the Insured, the Beneficiary, and their legal representative) in writing with the attachment of documents justifying this claim.

49. Unless otherwise provided by the Insurance agreement, in the event of a temporary disorder of body functions, injury without establishing disability, the following documents must be attached to the application for insurance benefit:

1) a copy of the Insurance agreement (its duplicate);

2) a copy of identity documents, as well as the IIN of the Assured, the Insured, the Beneficiary;

3) an extract from the outpatient medical record, a medical certificate from a trauma center and other documents confirming the medical assistance provided to the Insured and / or containing an accurate description and nature of the injury indicating the diagnosis and certified by the seal of the medical institution;

4) in relation to an adult Insured - a sheet or certificate of temporary incapacity for work;

5) in relation to the minor Insured - a certificate of a minor child undergoing inpatient or outpatient treatment certified by the seal of the medical institution and the signature of the attending physician, a certificate of temporary disability of the parent or guardian caring for the minor (if any);

6) documents or copies of documents certified by the seal of the relevant body (organization) from the relevant state bodies and organizations based on their competence confirming the fact of the occurrence of the insured event and the amount of harm caused by the Insured;

7) the bank details of the Beneficiary for transferring the insurance benefit.

50. Unless otherwise provided by the Insurance agreement, in the event of a persistent disorder of the body's functions which resulted in the limitation of vital functions, an injury that resulted in the establishment of disability, the application for the insurance benefit must be accompanied by:

1) a copy of the insurance agreement (its duplicate);

2) a copy of identity documents, as well as the IIN of the Assured, the Insured;

3) an extract from the outpatient medical record or medical history, a medical certificate from a trauma center and other documents confirming the medical assistance provided to the Insured and / or containing an accurate description and nature of the injury indicating the diagnosis that resulted in the establishment of disability and certified by the seal of the medical institution;

4) the conclusion of the medical and social expert commission (MSEC) on the establishing of "disabled" / "disabled child" category;

5) documents or copies of documents certified by the seal of the relevant body (organization) from the relevant state bodies and organizations based on their competence confirming the fact of the occurrence of the insured event and the amount of harm caused by the Insured;

6) a copy of the certificate from specialized institutions on the establishment of the disability of the Insured;

7) the bank details of the Beneficiary for transferring the insurance benefit.

51. Unless otherwise provided by the Insurance agreement, in the event of the death of the Insured, the application for insurance payment must be accompanied by:

1) a copy of the insurance agreement (its duplicate);

2) original or notarized copy of the certificate of the right to the Insured’s inheritance;

3) a copy of identity documents, as well as the IIN of the Insured, the Beneficiary;

4) an extract from the outpatient medical record or from the medical history, a medical certificate from the trauma center, documents confirming the medical assistance provided to the Insured and / or containing an accurate description and nature of the injury indicating the diagnosis causing the death of the Insured and certified by the seal of the medical institution;

5) a copy of the document provided for by regulatory legal acts containing data on the cause of death of the Insured (forensic medical examination report, certificate of causes of death);

6) original or notarized copy of death certificate;

7) documents or copies of documents certified by the seal of the relevant body (organization) from the relevant state bodies and organizations based on their competence confirming the fact of the occurrence of the insured event and the amount of harm caused by the Insured;

8) a court decision declaring the Insured as deceased;

9) a copy of the documents with the results of the pathological examination, if requested by the Insurer;

10) the bank details of the Beneficiary for transferring the insurance benefit.

52. The application for insurance benefit under the Borrower's accident insurance agreement must additionally be accompanied by:

1) copy of the Loan Agreement;

2) certificate of the amount of debt under the Loan Agreement.

53. The Assured (the Insured, the Beneficiary) has the right to submit other evidence confirming the existence of a property interest in preventing insurance risks and an insured event.

54. At the request of the Insurer, the Assured (the Insured) is obliged to provide a notarized statement of consent of the Assured (the Insured) to receive information that is a medical secret by the Insurer (including facts of the Assured (the Insured) applying for medical assistance, about the health status of the Assured (the Insured), the diagnosis of illness and other information obtained during examination and (or) treatment, constituting a medical secret).

55. The Insurer has the right to reduce independently the list of documents required to make a decision on the status of an insured event, and restrict itself to documents sufficient, in the opinion of the Insurer, to make this decision.

56. In order to investigate an insured event, the Insurer has the right to request from the Assured (the Insured, the Beneficiary) and the competent authorities other documents not specified in this article of the Rules (the Insurance Agreement), if without them it is impossible to establish the reasons for the occurrence of the insured event and the amount of damage caused, and also make a decision about insurance benefit.

57. If the Assured, the Insured or another person who is the Beneficiary fails to provide all the documents necessary for considering the issue of making insurance payments, the Insurer is obliged to notify the applicant about the missing documents within the time frame established by the Insurance agreement.

11. DETERMINATION OF THE AMOUNT OF LOSSES

58. The insurance benefit is paid by the Insurer on the basis of a written application of the Assured about the benefit prepared after the submission of the documents specified in article 10 of these Rules. Insurance benefit is paid within the limits of real damage caused to the Assured (the Insured, the Beneficiary) as a result of the occurrence of an insured event, but not more than the sum insured (limit of the Insurer's liability) established by the Insurance agreement taking into account the deductible. The insurance benefit is paid in the amount of the maximum limit of the Insurer's liability for one insured event.

59. In cases where the amount of insurance benefit under the Borrower's Accident Insurance Agreement exceeds the balance of the debt under the Loan Agreement, the benefit is paid to the lender in the amount of the Assured's debt as of the date of provision of a certificate of the amount of debt under the Loan Agreement, and the remaining amount - to the Assured or a person entitled to get insurance benefits (in the event of the death of the Insured), unless otherwise provided by the Insurance agreement.

60. Unless otherwise provided by the Insurance agreement, in accordance with these Rules, the Insurer's liability limit is determined:

1) in case of death of the Insured - in the amount of 100% of the sum insured;
2) In the event of a persistent disorder of the functions of the body resulted in limitation of life activity with the establishment of "disabled child" category for the Insured child - in the amount of 80% of the sum insured;
3) In the event of a persistent disorder of the functions of the body resulted in limitation of life activity with the establishment of a life-long disability of a group I for the Insured - in the amount of 80% of the sum insured;
4) In the event of a persistent disorder of the functions of the body resulted in limitation of life activity, with the establishment of a life-long disability of a group II for the Insured - in the amount of 60% of the sum insured;
5) In the event of a temporary disorder of body functions - in the amount of 0.16% of the sum insured for each day of incapacity for work (outpatient or inpatient treatment), but not more than 60 (sixty) calendar days.

61. If the Insurance agreement provides for the risk of injury to the Insured, the insurance benefit is paid as a percentage of the liability limit of the Insurer set for each Insured determined by the Table of Injuries

which is an integral part of the Insurance agreement.

62. With regard to the Borrower's Accident Insurance agreement in case of establishing the following disability for the Insured:

1) disability of a group I for a certain period of time, the insurance benefit is paid in the amount of 80% of the amount of monthly payments under the loan agreement (lease agreement) for a period equal to the period of the established disability;

2) disability of a group II for a certain period of time, the insurance benefit is paid in the amount of 60% of the amount of monthly payments under the loan agreement (lease agreement) for a period equal to the period of the established disability.

63. In the event that the Insured as a result of re-examination is established for life disability of groups I or II, the insurance benefit is paid in the amount established by paragraph 60 of this article minus the previously made insurance benefit.

64. If, after the insurance benefit has been paid, the condition of the Insured has deteriorated (determination of disability, re-qualification of the disability group, etc.) or the death of the Insured, the amount of the insurance benefit already paid must be deducted from the amount of the subsequent insurance benefit.

65. If the Insurance agreement provides for the payment of insurance benefits in accordance with the Table of Injuries, then when the Insured receives several bodily injuries as a result of the occurrence of one insured event, the Insurer pay an insurance benefit for one bodily injury which corresponds to the maximum amount of insurance benefit specified in the Table of Injuries. In case of two bodily injuries with equal amounts of insurance benefits, the Insurer pays insurance benefit for one bodily injury. If, as a result of an accident, the condition of the Insured has deteriorated as provided for in the Table of Injuries which caused an increase in the amount of the insurance benefit, then the amount of the previously paid benefit must be deducted from the amount to be paid again.

66. When paying an insurance benefit, the Insurer has the right to offset the insurance premiums due or insurance premiums not paid by the Assured.

67. In the event of a dispute between the parties about the causes and amount of damage, each of the parties has the right to request an independent expert examination. The expert examination is carried out at the expense of the party that requested it.

If the results of the examination establish that the refusal of the Insurer in terms of the insurance payment was unreasonable, the Insurer shall reimburse the costs of paying for the expert examination.

The Assured bears the costs of conducting the expert examination independently, if, based on its results, the event cannot be recognized as insured.

68. In case of disagreement of one of the parties with the results of the expert examination carried out, the Insurer shall have the right to pay the uncontested part of the damage in the manner and within the time limits provided for by these Rules or the Insurance Agreement.

69. The total amount of insurance benefit for one Insured person for the consequences of one or more insured events that occurred during the validity period of the insurance agreement may not exceed the sum insured for each Insured person established by the insurance agreement.

70. The insurance benefit can be paid to the representative of the Insured by a power of attorney executed by the Insured in the manner established by the legislation of the Republic of Kazakhstan.

71. If the insured event occurred as a result of recognition of the Assured as missing, then in cases of appearance or discovery of the place of residence of a person recognized as missing, the Insurer has the right to file a claim to the Assured to reimburse the losses incurred by the Insurer within the limits of the insurance benefit paid.

12. PROCEDURE AND CONDITIONS FOR PAYMENT OF THE INSURANCE BENEFIT

72. The Insurer considers an application for an insurance benefit within ten business days after receiving all documents, regulated by article 10 of the Rules unless another term is established by the Insurance agreement.

73. If the insured event is recognized as an insured event, the Insurer shall pay the insurance payment to the Beneficiary within five working days after the decision on the insurance payment has been made, unless a different period is established by the Insurance agreement.

74. In case of refusal to pay insurance benefit, the Insurer within five business days from the date of making the decision notifies the Assured (the Beneficiary) in writing with a reasoned justification of the reasons for the refusal, unless another period is established by the Insurance agreement

75. The Insurer has the right to suspend the period for making a decision on insurance benefit, with a written notification of the applicant about this, if the relevant competent authorities have initiated a criminal case or initiated an administrative investigation of the circumstances that resulted in the occurrence of an insured event pending the issuance of a legally enforceable sentence in the criminal case or completion of the investigation, and submission of the relevant documents to the Insurer.

76. The Insurers have the right to extend the period for making a decision on the insurance benefit if they have reasonable doubts about the authenticity of the documents confirming the insured event or the amount of losses, until the authenticity of such documents is confirmed by the competent authorities, but for a period not more than three months

77. The Insurer has the right to deny fully or partially the insurance benefit to the Assured if the insured event occurred as a result of:

1) intentional actions of the Assured, the Insured and (or) the Beneficiary aimed at the occurrence of an insured event or contributing to its occurrence with the exception of actions committed in a state of necessary defense and extreme necessity;

2) actions of the Assured, the Insured and (or) the Beneficiary recognized as intentional criminal or administrative offenses that are causally related to the insured event in the manner prescribed by the legislative acts of the Republic of Kazakhstan.

78. The grounds for the Insurer's refusal to pay the insurance benefit may also be the following:

1) intentional actions of the Assured, the Insured and (or) the Beneficiary aimed at the occurrence of an insured event, or contributing to its occurrence with the exception of actions committed in a state of necessary defense and extreme necessity;

2) actions of the Assured, the Insured and (or) the Beneficiary recognized as intentional crimes or administrative offenses which are causally related to the insured event in the manner prescribed by the legislative acts of the Republic of Kazakhstan;

3) failure to notify the Insurer of the occurrence of an insured event, if it is not proven that the Insurer has learned about the occurrence of an insured event in a timely manner, or the lack of information at the Insurer about this could not affect the Insurer's obligation to pay insurance benefit. If the Assured (the Insured), for good reason, was not able to notify the Insurer about the occurrence of an insured event within the specified time, the Assured must confirm it documentarily;

4) providing the Insurer with knowingly false information by the Insured about the insurance object, insurance risk, insured event and its consequences;

5) prevention of the Insurer by the Insured from the investigation of the circumstances of the occurrence of the insured event and the determination of the amount of the loss caused;

6) the occurrence of an insured event when the Insurance agreement has not entered into force;

7) if the Insured fails to provide a complete list of documents confirming the occurrence of an insured event;

8) damage caused outside the territory of the insurance agreement;

9) in case of violation by the Assured (the Insured) of assumed obligations;

10) violation by the Assured (the Insured) of fire safety rules, as well as storage of flammable and explosive substances and items;

11) other cases provided for by the legislative acts of the Republic of Kazakhstan.

79. The release of the Insurer from insurance liability to the Insured due to illegal actions, at the same time releases the Insurer from payment of the insurance benefit to the Insured or the Beneficiary.

80. The Insurer's refusal to pay the insurance benefit may be appealed in the manner prescribed by the legislation of the Republic of Kazakhstan.

81. The conditions of the Insurance agreement may establish other reasons for refusal to pay the insurance benefit.

13. PROCEDURE FOR CONCLUSION OF THE INSURANCE AGREEMENT

82. The insurance agreement is concluded on the basis of the application of the Assured.

83. The application form for the conclusion of the Voluntary Accident Insurance agreement, the Borrower's Voluntary Accident Insurance agreement (hereinafter collectively or separately referred to as the Application) is established by the Insurer.

84. For Insurance agreements concluded in paper form, the Application signed by the Insured is an integral part of a copy of the Insurer's Insurance agreement.

For Insurance agreements concluded in electronic form, the Application is a list of information provided by the Insured when concluding the Insurance agreement; in this case the Application is signed in the manner determined by the Insurer.

85. The insurance agreement is concluded after reaching an agreement between the parties on all its essential conditions, in paper or electronic form by preparation of the Insurance agreement or joining the Assured to the Insurance Rules and issuing an insurance policy to the Assured.

86. The Insurer has the right, prior to the conclusion of the Insurance agreement, to require the Assured to conduct a medical examination of the Insured / Insureds. The expenses incurred by the Assured for undergoing a medical examination must be recovered by the Insurer after the conclusion of the insurance agreement, unless otherwise provided by the Insurance agreement. The Assured (the Insured) has no right to evade medical examination.

87. When concluding the Insurance agreement, the Assured is obliged to inform the Insurer of all known circumstances that are essential for determining the probability of an insured event and the amount of possible losses from its occurrence, if these circumstances are not known and should not be known to the Insurer.

88. To conclude the Insurance agreement, the Insurer may require additional documents (information) from the Assured characterizing the insured risk.

89. Amendments and alterations to the Insurance agreement are made on the basis of the Assured's application corresponding to the form of the Insurance agreement, by way of the Insurer preparation of an addendum to the Insurance agreement. If insurance is obtained by issuing an insurance policy, then when changes and additions are made, the insurance policy is subject to early termination and preparation a new one.

90. If, after the conclusion of the Insurance agreement, it is established that the Assured in order to conclude the Contract has informed the Insurer of knowingly false information about circumstances that are essential for assessing the insured risk and making a decision by the Insurer on conclusion of the Insurance agreement

the Insurer has the right to demand that the Insurance agreement be declared invalid.

91. If the Insurance agreement contains conditions that worsen the position of the Assured in comparison with those provided for by the legislative acts of the Republic of Kazakhstan, the rules established by these legislative acts shall apply.

92. In case of loss of the Insurance agreement prepared in paper form, the Insurer, on the basis of a written application from the Assured issues a duplicate of the Insurance agreement. At the request of the Assured, the Insurance agreement executed in electronic form may be re-sent to the Assured to the Assured's e-mail address specified when concluding the Insurance agreement.

The Insurer has the right to recover from the Insured the costs of making a duplicate of the Insurance agreement; in this case the total amount of reimbursable costs is determined by the Insurance agreement.

14. TERRITORIAL LIMITS AND DURATION OF THE INSURANCE AGREEMENT

93. The territorial limits of insurance are the territorial limits specified in the Insurance agreement.

94. The insurance agreement can be concluded both for one year, and by agreement of the parties for another period declared by the Assured.

95. The insurance agreement comes into force and becomes binding on the parties from the date specified in the Agreement. The period of insurance coverage coincides with the validity period of the insurance agreement unless otherwise provided by the insurance agreement

96. The insurance agreement is terminated in the following cases:

1) expiration of the Insurance agreement;

2) paying the insurance benefit by the Insurer in the amount of the sum insured (limit of the Insurer's liability);

3) early termination of the Insurance agreement.

97. In addition to the general grounds for the termination of obligations provided for by the legislation of the Republic of Kazakhstan, the Insurance agreement is terminated early in the following cases:

1) when the insurance object ceased to exist;

2) death of the insured person who is not the Assured, when his/her replacement has not occurred;

3) when the possibility of the occurrence of the insured event has disappeared, and the existence of the insured risk has ceased due to circumstances other than the insured event;

4) entry into force of a court decision on the compulsory liquidation of the Insurer;

5) changes in the conditions and information included in the insurance policy, if the Insurance agreement was concluded by attaching to the Rules and issuing an insurance policy to the Assured;

6) in cases stipulated by the Law of the Republic of Kazakhstan "On insurance activities".

In these cases, the Insurance agreement is considered terminated from the time of occurrence of the circumstance provided as the basis for termination of the agreement about which the interested party must immediately notify the other.

98. The insurance agreement may be terminated ahead of schedule on the initiative or agreement of the Parties. The party initiating the early termination of the Insurance agreement notifies the other party no later than 15 (fifteen) calendar days before the date of the planned termination, unless otherwise provided by the Insurance agreement or agreement of the Parties.

99. In case of early termination of the Insurance agreement due to the circumstances provided for in clause 98 of this article, the Insurer is entitled to a part of the insurance premium in proportion to the time during which the insurance was valid.

100. The Assured has the right to withdraw from the Insurance agreement at any time.

101. In case of early termination of the Insurance agreement on the initiative of the Assured (refusal of the Assured from the Insurance agreement), the Insurer has the right to:

not to refund the paid insurance premium or insurance contributions;

to return a part of the insurance premium in proportion to the unexpired term of the insurance agreement minus 25% of the amount to be returned.

The conditions for early termination of the Insurance agreement on the initiative of the Assured are determined by the Insurance agreement.

102. If the terms of the Insurance agreement provide for its early termination in the event that the Insurer makes insurance payment for the first insured event that has occurred, then the insurance premium paid by the Assured is not refundable.

103. In cases where the early termination of the Insurance Agreement is caused by non-fulfillment of its conditions through the fault of the Assured, the insurance premium (its part) is non-refundable.

104. In cases where the early termination of the Insurance Agreement is caused by non-fulfillment of its conditions through the fault of the Insurer, the latter is obliged to return to the Assured the insurance premium paid r insurance contributions in full.

105. The insurance agreement, in addition to the general grounds provided for by the legislation of the Republic of Kazakhstan is recognized as invalid if the Insured, when concluding the Insurance agreement, deliberately pursued the goal of deriving an unlawful benefit, including its conclusion after the occurrence of an insured event.

15. DOUBLE INSURANCE

106. Double (multiple) insurance - insurance of the same object with several insurers under separate contracts with each.

107. In case of double insurance, each Insurer fulfills their insurance obligations to the Assured independently, regardless of their fulfillment by other insurers.

16. CIRCUMSTANCES OF INSUPERABLE FORCE

108. The parties are exempted from liability if they prove that the proper performance of their obligations was impossible due to force circumstances of insuperable force (force majeure), that is, extraordinary and unavoidable circumstances due to which it became impossible for the party to fulfill its obligations under the insurance agreement.

109. In the event of the occurrence of the impossibility of full or partial fulfillment of any of the parties to the obligations under the insurance agreement, the period for their fulfillment is prolonged in proportion to the time during which such circumstances last.

110. If force majeure circumstances continue for more than three months, then each of the parties has the right to refuse further performance of obligations under the insurance agreement. In this case, neither party has the right to demand from the other party compensation for losses caused by termination of the insurance agreement.

111. The party which cannot fulfill its obligations under the insurance agreement due to force majeure must notify the other party within twenty days of the occurrence or termination of circumstances that prevent the fulfillment of obligations.

17. DISPUTE SETTLEMENT PROCEDURE

112. All disputes arising between the subjects of insurance on the execution of the Insurance agreement are resolved in accordance with the legislation of the Republic of Kazakhstan, unless otherwise provided by the Insurance agreement.

18. ADDITIONAL TERMS AND CONDITIONS

101. The insurance agreement may provide for other conditions that do not contradict the legislation of the Republic of Kazakhstan.

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

103. In case of inconsistency of the content of the Insurance agreement with these Rules, the conditions of the Insurance agreement apply, if this is expressly stipulated in the Insurance agreement.

104. Any matters not regulated by these Rules are regulated by the current legislation of the Republic of Kazakhstan