

PS - 37

**RULES
of Voluntary Comprehensive Insurance
«Viator»**

1. General provisions

1. These Rules of voluntary comprehensive insurance «Viator» (hereinafter - the Rules) have been developed in accordance with the legislation of the Republic of Kazakhstan, internal regulations of JSC «Insurance Company» Centras Insurance», and they regulate insurance terms, procedure for the conclusion, enforcement, and performance of the contract of voluntary comprehensive insurance «Viator» (hereinafter - the Insurance contract).

2. In accordance with these Rules, provision is made for conclusion of contracts of insurance within the following types (classes) of insurance (all or in various combinations thereof):

Voluntary insurance for other financial losses;

Voluntary accident insurance;

Voluntary property damage insurance.

Special terms of a particular type of insurance with an allowance for risks insured shall be determined according to Attachments 1, 2, 3, 4, 5, 6 to these Rules.

3. Definitions used in these Rules:

1) Baggage - passenger property packaged and transported in baggage facilities of a vehicle within the limits established by rules of carriage service of relative transportation vehicle. Carriage of baggage shall be confirmed by baggage ticker;

2) Immediate relatives - parents, children, adoptive parents (adopters), adopted, full- and half-blood siblings, grandparents, grandchildren;

3) Beneficiary - a person that is insurance payee. In accordance with these Rules, the Beneficiary shall be defined according to Attachments 1, 2, 3, 4, 5, 6 to these Rules.

Insurance payment payable to the Insured aged under 14 shall be paid to its legal representative (parent, foster father / mother, etc.).

In case of death of the Insured, the insurance payment shall be made for the loss payee in accordance with the legislation.

4) Passenger carriage contract - passage ticket and, in case of checking baggage, baggage ticker. Under passenger carriage contract, the carrier shall be obliged to carry passenger to the destination, as well as to deliver its baggage to the destination, and the passenger shall be obliged to pay the fare, and in case of checking baggage - baggage fee.

5) Insured is an individual in respect of which the insurance is carried out (including children regardless of their age). Insured persons may be citizens of the Republic of Kazakhstan and (or) foreign persons. Except as otherwise provided herein, the Insurant is the Insured concurrently.

6) Passenger is an individual that has settled a contract for the carriage (transfer) of a passenger by air, rail or road certified by passage ticket;

7) Carrier is a person that owns the vehicle as a property or on other legal grounds, provides services for carriage of passengers, and holds required permit issued in the manner established in accordance with legislation. The Carrier shall be liable to the passenger in accordance with applicable law;

8) insurance coverage validity period is a period of time during which the Insurer shall have a liability to carry out insurance payment upon loss occurrence;

9) Passage ticket (carriage document) is a document confirming the right of the Insured for any type vehicular passage (passenger carriage);

10) Loss of baggage is an irreparable loss for the Insured as a result of carriage. Loss of baggage shall be deemed to be:

a) damage, wherein:

the baggage is a total loss;

the costs of baggage recovery (repair) exceed 80% of its value (economic inexpediency);

b) non-delivery of baggage within ten days after the arrival of the Insured to the destination specified in the passage ticket in case of the carrier's admission of loss of baggage;

11) The Insurant is a person that has concluded an insurance contract with Insurer; When entering into the insurance contract, in respect of children or disabled persons, the Insurant may be represented only by their legal representative (parent, foster father / mother, etc.);

12) Insurance coverage is a goodwill of the Insurant secured by statutory liability to make monetary compensation of damage for the Insured upon loss occurrence in the form of insurance payment;

13) Insurance interest is a measure of material interest of the person in insurance. The carriers of the insurance interest shall be the Insurant and the Insured;

14) Insured risk is a probability of loss;

15) Insurer is Joint Stock Company “Insurance Company “Centras Insurance” licensed to carry out activities on voluntary insurance, and it shall be obliged to make insurance payment to the extent of the sum specified by the insurance contract (sum insured, limit of the Insurer’s liability);

16) Insurance territory is a territory specified in the insurance contract that is subject to insurance coverage;

17) Vehicle is an airborne vehicle or railway car, motor vehicle intended for the carriage of passengers.

4. According to the insurance contract, the Insurant shall be obliged to pay the insurance premium, and the Insurer undertakes to make insurance payment to the extent of the sum specified by the insurance contract upon occurrence of loss covered by the insurance contract.

2. Insured risks. Objects insured.

5. In accordance with these Rules, the insured risks shall be:

Section A - cancellation;

Section B - flight delay, transfer of train departure time (non scheduled);

Section C - accident occurred to the Insured;

Section D - loss of luggage;

Section E - loss of identity papers of the Insured;

Section F - damage caused to residential immovable and movable property placed in it due to damage or destruction during temporary residence of the Insured outside the territory of the Republic of Kazakhstan.

6. In accordance with these Rules, the objects insured shall be those not contradicting the legislation of the Republic of Kazakhstan:

Section A - property interests of the Insured related to risk of loss due to cancellation (special insurance terms and conditions set out in Attachment 1 to these Rules);

Section B - property interests of the Insured related to risk of unforeseen costs of accommodation and meals in case of flight delay or train departure (special insurance terms and conditions set out in Attachment 2 to these Rules);

Section C - property interests of the Insured related to accidental personal injury that occurred during:

air travel;

travel by train;

road transfer.

Special insurance terms and conditions set out in Attachment 3 to these Rules.

Section D - property interests of the Insured related to loss of its baggage (special insurance terms and conditions set out in Attachment 4 to these Rules);

Section E - property interests of the Insured related to unforeseen expenses incurred in order to re-issue of lost documents (passport, certificate of identity) during its temporary residence outside the place of permanent residence (special insurance terms and conditions set out in Attachment 5 to these Rules);

Section F - property interests of the Insured related to the possession, usage and disposition of immovable and movable property placed in it in case of infliction of harm due to damage or destruction during temporary residence of the Insured outside the territory of the Republic of Kazakhstan (special insurance terms and conditions set out in Attachment 6 to these Rules).

7. Risks and objects insured that shall be subject to insurance are specified in the insurance contract.

8. Unlawful interests of the Insurant shall not be subject to insurance.

3. Insured accident

9. Insured accident is an accident upon occurrence of which the insurance contract provides for the payment of insurance.

10. Insured event is an event the consequences of which may lead to loss occurrence.

11. Insured event shall be deemed to be the insured event, if it occurred (in aggregate):

1) during the duration of insurance (insurance coverage);

2) within the insurance territory;

3) due to the occurrence of the insured risks named in the insurance contract.

12. Insured accidents according to type of insurance with an allowance for risks insured are defined in Attachments 1, 2, 3, 4, 5, 6 to these Rules.

13. Evidence of loss occurrence and inflicted losses rest with the Insurant (the Insured).

4. Insured accident exclusions and insurance limitations

14. In accordance with these Rules, the following shall not be indemnified:

- 1) non-pecuniary damage, damage to goodwill, loss of profit, consequential damages;
- 2) court costs;
15. If the insurance contract provides otherwise, the insured event shall not include infliction of damage due to:
 - 1) exposure of a nuclear explosion, radiation or radioactive contamination;
 - 2) military moves or military activities and consequences, destruction or damage caused by military weapons;
 - 3) acts of terrorism, sabotage activity;
 - 4) intestine war, public disturbances of any kind, riots or strikes.

16. The Insurer shall not cover (including those caused by the insured accident):

- 1) expenses for conducting of cases related to the insured accident and its evidence in any appointing authorities (photocopying, notary certification, expert examination, costs of lawyer, representative agent, interpreter, etc.);
- 2) expenses for improve and modernization during reconstruction of the damaged property;
- 3) expenses for compensation of damage caused to third parties;
- 4) administrative charges, state duties, fees, etc.

17. The Insurer shall not be liable for damages that:

- 1) exceed the sum insured (limit of liability of the Insurer);
- 2) not specified in the insurance contract as the insured accident.

18. Other insured accident exclusions by type of insurance are defined in Attachments 1, 2, 3, 4, 5, 6 to these Rules.

19. The insurance contract may provide for other insured accident exclusions and (or) insurance limitations.

5. Sum insured. Franchise

20. Sum insured is the amount of money to which the insurance object is insured, and that is ceiling of the liability of the Insurer upon loss occurrence.

21. Limits of liability of the Insurer as per each type of insurance with an allowance for risks insured are defined in Attachments 1, 2, 3, 4, 5, 6 to these Rules.

22. The sum insured under the insurance contract shall be determined by adding limits of liability of the Insurer per certain types of insurance with an allowance for risks insured.

23. Franchise is the insurer's relief of compensation of damage not exceeding a certain amount stipulated by insurance conditions. Franchise may be stipulated both as a percentage of the sum insured, and in full amount.

When entering into the insurance contract, conditional (non-deductible) or unconditional (deductible) franchise may be applied.

In case of conditional franchise, the Insurer shall be excused from compensation of damages not exceeding the defined amount of franchise, but it must compensate the damage in full, if its amount exceeds this sum.

In case of unconditional franchise, the damage shall be compensated after deduction of set sum in all cases.

The type and amount of the franchise applied shall be determined in the insurance contract.

6. Insurance premium. Payment arrangements and due dates

24. Insurance premium is an amount of funds that the Insurant must pay to the Insurer for the latter's obligation - to make insurance payment to the Beneficiary (the Insured) in the amount determined by the insurance contract;

25. Amount of the insurance premium under the insurance contract shall be determined by comprehensive set of insurance types included into the insurance contract, and it shall be calculated on the basis of rates of insurance approved by the Insurer.

26. The rate of insurance shall be calculated depending on the type of insurance with an allowance for the insured risks.

27. The insurance premium shall be paid by the Insurant in the currency of the Republic of Kazakhstan.

The insurance premium may be paid in foreign currency (currency equivalent) in cases stipulated by the current legislation of the Republic of Kazakhstan.

28. The insurance premium shall be paid in a lump sum or installments, wire payment or cash money (in compliance with the legislation).

Procedure and dates of payment of the insurance premium shall be determined by the insurance contract.

7. Rights and responsibilities

29. The Insurant (the Insured) shall have the right to:

- 1) request the Insurer's information on its payment behavior and financial stability;
- 2) familiarize with insurance terms and conditions, to receive the Rules;
- 3) obtain a duplicate of the insurance contract in case of its loss;
- 4) upon loss occurrence, to receive the insurance payment in the amount, manner and within the terms specified by the insurance contract;
- 5) dispute in accordance with the statutory procedure of the Republic of Kazakhstan the Insurer's decision on insurance indemnity denial or reducing its size;
- 6) terminate the insurance contract in the manner specified by the contract;
- 7) withdraw from the insurance contract at any time.

30. The Insurant shall be obliged to:

- 1) report the Insurer known to the Insurant circumstances important to determine the probability of loss occurrence and the amount of its possible losses (insured risk);
- 2) pay the insurance premium in the amount, manner and terms specified by the insurance contract;
- 3) familiarize the Insured with the terms and conditions of the insurance; Violation of the insurance contract terms and conditions by the Insured shall be deemed to be violation by the Insurant itself;
- 4) discharge the obligations under the insurance contract, the insurance terms and conditions;
- 5) take the necessary measures to prevent accidents insured and preventive care of them;
- 6) comply with or ensure the Insured's compliance with the Rules, technical practices, standards, instructions, etc. related to receipt of visas to foreign countries, carriage service, safety, etc.;
- 7) inform the Insurer of the status of the insured risk;
- 8) immediately notify the Insurer of significant changes that have been become known to it related to circumstances reported to the Insurer at the time of insurance contracting if these changes can significantly affect the increase of the insured risk;
- 9) immediately notify the Insurer of loss occurrence, having insured accident characteristics features, and/or the effect of which may be the loss occurrence, with indication of place, time and all the circumstances related to it, and to confirm the information provided in writing no later than three banking days. If the Insurant was not able to perform these actions for a good reason, it must document this;
- 10) upon the occurrence of the event having insured accident characteristics features, to take all possible and reasonable measures to prevent and reduce the losses due to the insured accident, to perform actions envisaged by the contract of insurance;
- 11) asset the loss occurrence;
- 12) for adoption of decision related to insurance payment, to provide all necessary documents required by the Insurer in accordance with Chapter 10 of these Rules and Attachments thereto;
- 13) immediately, but not later than three banking days from the date of receipt from third parties of any compensation (indemnity) of damages resulting from the insured accident, to return the appropriate part of the received insurance payment to the Insurer upon written notification of the Insurer thereof;
- 14) ensure right of claim transfer to the Insurer to the person responsible for loss occurrence including provision of documents required for enforcement of such a right;
- 15) maintain confidentiality on the terms and conditions of the insurance contract, amounts of the insurance premiums and payments.

31. The Insurer shall have the right to:

- 1) verify information provided by the Insurant when entering into the insurance contract;
- 2) withdraw from making insurance contract without disclosing the reason for the withdrawal;
- 3) during the period of insurance validity, to verify the status of the insured risk, its compliance with the information provided by the Insurant when entering into the insurance contract;
- 4) in case of the increase of insured risk extent, to mandate alteration of the insurance terms and conditions and / or additional insurance premium payment proportionately to increase of risk;
- 5) demand the fulfillment of the terms and conditions of the insurance contract by the Insurant (the Insured);
- 6) participate in investigation of the insured event (accident), to investigate the causes and circumstances of the event having the insured accident characteristic features without assistance, including to coordinate inquiries through appointing authorities, to determine the extent of the damage caused, and, if necessary, to call for expert evidence or involve experts on the subject in order to determine the causes and the amount of damage;
- 7) postpone the decision on making the insurance payment until the circumstances are clarified, and all the information and necessary documents of the appointing authorities determining the causes and the amount of damage are obtained, with written notification of the applicant within five banking days from the moment of making a decision;
- 8) ask the Insurant (the Insured) for the information and documents required to ascertain the fact of the insured accident, the causes and circumstances of its occurrence, the extent of inflicted damage referred to in Chapter 10 of these Rules and Attachments thereto;
- 9) at determining the amount of the insurance payment, to offset the amount of outstanding debt on payment of the insurance premium (or its part);
- 10) refuse to pay an insurance payment or reduce its amounts on the grounds established under these Rules (insurance contract), or the law;
- 11) raise the right of recourse to the person responsible for infliction of damage;
- 12) terminate the insurance contract in case of the Insurant's non-payment of the insurance premium in the manner and terms established by the contract of insurance, as well as in case of violation of the insurance terms and conditions by the Insurant (the Insured);

32. The Insurer shall be obliged to:

- 1) make the Insurant aware of insurance terms and conditions (the Rules), to issue the Rules to the Insurant through issuing of a policy when entering into the insurance contract;
- 2) register immediately upon receipt of the notice of the insured accident;
- 3) issue a certificate for the Insurant (the Insured) with the list of documents submitted by it related to the insured accident, and the dates of their acceptance with the indication of missing documents;

4) notify of missing documents within five banking days from the date of receipt of application on insurance payment in cases of non-provision of all documents required for insurance payment conducting by the Insurant (the Insured);

5) upon loss occurrence, to make an insurance payment in the amount, manner and within the terms specified by the insurance contract;

6) reimburse the Insurant's (the Insured's) expenses incurred by it in order to reduce losses in case of the insured accident (event);

7) register officially a duplicate copy in case of loss of the insurance contract by the Insurant;

8) provide insurance privilege.

33. The Insurer, the Insurant (the Insured) shall have other rights and obligations established by legislation, these Rules, the insurance contract.

8. Effects of increased insured risk in insurance contract validity period

34. Within the insurance contract term, the Insurant (the Insured) shall immediately, but within the earlier of twenty-four hours from the moment when it became aware of the significant changes in the circumstances reported to the Insurer when entering into the insurance contract, notify the Insurer in writing thereof.

35. Changes in circumstances occurred after effecting of the insurance contract and those that increase the extent of risk shall authorize the Insurer to require early termination of the insurance contract and reimbursement of damages caused by such termination, and upon loss occurrence - to refuse to pay the insurance payment.

36. In case of the Insurant's (the Insured's) failure to perform the duty stipulated in Clause 34 of this Chapter, the Insurer shall have the right to:

upon loss occurrence, to reduce the amount of the insurance payment in proportion with the increased insurance risk;
refuse to pay the insurance payment.

37. The Insurer shall not have the right to demand early termination of insurance contract, if the circumstances leading to insured risk increase have already disappeared.

9. Actions upon loss occurrence

38. Upon occurrence of the event having characteristic features of the insured accident and / or a consequence of which may result in loss occurrence, the Insurant shall be obliged to:

1) immediately, but within the earlier of three banking days from the date of event occurrence (from the moment it became aware of the occurrence of the event), notify the Insurer in writing with the indication of character, circumstances (causes) of loss occurrence, as well as its expected extent;

2) take reasonable and available measures in the circumstances concerned to prevent or minimize possible losses;

3) enter related to damage for the liable person within the time limits as provided for in the legislation;

4) ensure documenting of infliction of damage in accordance with the current legislation or recommendations of the Insurer;

5) provide the Insurer (its representative) with an opportunity to investigate the insured event and to determine the extent of the damage caused;

6) communicate all information related to the investigation of the insured event, to lend the Insurer every kind of assistance in the investigation of the circumstances and the causes of loss occurrence, not to prevent or avoid commentaries and (or) presentation of documents required, in the Insurer's opinion, for making a decision on the status of the event occurred;

7) follow the Insurer's directions (if any). However, these directions may not be construed as the Insurer's acknowledgment of its obligations to carry out insurance payment;

8) take measures to ensure enforcement of the Insurer's right to claim against the person responsible for the losses.

39. Depending on the type of insurance, attachments to the Rules may provide for further actions of the Insurant (the Insured) upon occurrence of the event having characteristic features of the insured accident.

40. Failure to notify the Insurer of loss occurrence shall authorize it to refuse to pay the insurance payment, in part or in whole.

10. List of documents confirming loss occurrence and the amount of loss

41. To receive the insurance payment, the Insurant (the Insured) shall apply the Insurer for insurance payment within the earlier of six months from the date of occurrence of the event having characteristic features of the insured accident unless a different date is envisaged by the contract of insurance.

42. The following documents must be attached to insurance payment application:

1) documents confirming the fact of loss occurrence, identifying causes and the extent of the damage caused;

2) originals or notarized copies (apostilled copies) of documents confirming the right of a person to receive the insurance payment.

43. Lists of documents according to type of insurance with an allowance for insured risks are defined in Attachments 1, 2, 3, 4, 5, 6 to these Rules.

44. For compensation of expenses incurred by the Insurant, in order to prevent or reduce losses, documentary evidences must be attached (cheques, receipts, invoices, consignment notes, service acceptance acts, etc.).

45. Documents submitted to the Insurer in a foreign language must be translated into Kazakh or Russian with notarial attestation of translation accuracy.

46. The insurer having accepted the documents shall be obliged to issue a certificate for applicant party with indication of full list of submitted documents and the date of their acceptance. One counterpart of the certificate shall be issued to the applicant party, the second counterpart with notation of the applicant party of its perception remains with the Insurer.

47. In the case of non-submission by the Insurant (the Insured) of all documents required for examination of issue for insurance payment, the Insurer shall be obliged to notify the applicant party in writing of the missing documents within five banking days from the date of receipt of the application for insurance payment.

48. If the Insurer needs additional information for resolving the issue of insurance payment, it shall have the right to require the Insurant (the Insured) to submit additional documents.

11. Estimation of losses

49. In case of the Insurer's admission of the event as the insured accident, the insurance payment shall be made within the insured sum (limit of liability of the Insurer) stipulated by the insurance contract with due allowance for franchise, but not more than actual damage caused to the Insured.

50. The extent of damage caused shall be determined by the Insurer in accordance with the procedure established by special terms and conditions of insurance with due allowance for the insured risks (Attachments 1, 2, 3, 4, 5, 6 to these Rules) based on the documents that record loss occurrence, causes and the extent of the damage (harm) caused.

51. The amount of insurance payments per the insured accidents shall not exceed the insured sum established by the insurance contract.

52. In the event of disputes between the parties about the causes and the extent of damage, each of the parties shall have the right for carrying out expert examination (investigation by authorized person). Expert examination (investigation) shall be carried out at the expense of the party that requested it.

In case of disagreement of either party related to results of expert examination conducted, the Insurer shall have the right to pay the undisputed portion of the damage pursuant to the procedure and within the time limits envisaged by the insurance contract or these Rules.

53. Upon insurance payment conducting, the Insurer shall have the right to unwind insurance premiums or insurance contributions payable to the Insurer that are unpaid by the Insurant.

54. The amount of expenses incurred to prevent or reduce losses shall be determined on the basis of documents confirming these expenses.

55. Expenses of the Insurant incurred to prevent or reduce possible losses shall be reimbursed in actual amounts, however, so that the total amount of the insurance payment and reimbursement of expenses shall not exceed the Insurer's ceiling of the liability envisaged by the contract of insurance.

If the expenses arose as a result of fulfillment by the Insurant of instructions of the Insurer, they shall be reimbursed in full, irrespective of the insured sum.

56. If property damage resulting from the insured accident have been reimbursed for the Insurant (the Insured) by third parties, the Insurer shall reimburse only the difference between compensable sum under the insurance contract and the sum received from a third party.

57. The Insurer shall have the right to replace the insurance payment (or its portion) by compensation of damage in kind to the extent of the sum of insurance payment.

12. Terms and procedures of insurance payment.

58. Insurance payment is the amount of money payable by the Insurer to the Insurant (the Insured, the Beneficiary) to the extent of the insured sum upon loss occurrence.

59. The decision of insurance payment or refusal to pay it shall be taken by the Insurer within fifteen banking days after submission of complete package of documents by the Insurant (the Insured).

60. Insurance payment shall be made in national currency of the Republic of Kazakhstan - tenge (non-residents of the Republic of Kazakhstan - in USD at the rate of JSC «Halyk Bank of Kazakhstan» as of the date of transfer) within five banking days from the date of the Insurer's decision of insurance payments.

61. The Insurer shall have the right to suspend the decision of the insurance payment by written notification of the applicant thereof:

1) if the relevant appointing authorities have initiated a criminal case, or administrative investigation of the circumstances that led to loss occurrence prior to imposition of valid sentence as per the criminal case or the investigation, or prior to conclusion of investigation, and discovery of relevant documents for the Insurer;

2) if there are good (well-reasoned) grounds for verification of the submitted documents confirming loss occurrence, or the extent of the damage caused until confirmation of the appointing authorities related to their accuracy will be obtained for a period of not more than three months.

62. For out-of-time conducting of the insurance payment, the Insurer shall carry responsibility in accordance with Article 353 of the Civil Code of the Republic of Kazakhstan.

63. The Insurer shall be entitled to fully or partially refuse to the Insurant in the insurance payment, if the insured accident occurred as a result of:

1) deliberate actions of the Insurant (the Insured) directed at loss occurrence or contributing to its occurrence, with the exception of actions committed in a state of necessary defense and emergency;

2) acts of the Insurant (the Insured) recognized in accordance with the procedure established by legislative acts of the Republic of Kazakhstan by intentional crimes or administrative offenses in causal connection with the insured accident.

3) acts of the Insurant (the Insured) committed under the influence of alcohol, drugs or intoxicants, or under the influence of psychotropic drugs, and the consequences of such states.

64. The Insurer shall be exempted from the insurance payment in respect of losses that arose due to the fact that the Insurant (the Insured) intentionally have not taken reasonable and accessible measures to reduce the losses.

65. The grounds for the Insurer's refusal to make insurance payments may also be the following:

1) communication by the Insurant to the Insurer of knowingly false information about the insurance object, insurance risk, insured event and its consequences;

2) non-performance of insurance contract obligations and terms by the Insurant (the Insured);

3) failure to notify the Insurer of the insured risk change;

4) failure to notify or late notification of the Insurer of the occurrence of event having characteristic features of the insured accident, and (or) loss occurrence may be consequence of which, pursuant to the procedure and within the time limits stipulated by the insurance contract. The exception may be the situations where the Insurant (the Insured) was unable to notify the Insurer for a good cause, and documented it;

5) the Insurant's (the Insured's) obstruction to the Insurer in investigation of the insured accident circumstances and ascertainment of damage caused by it;

6) loss occurrence outside the insurance territory and (or) after validity of the insurance cover;

7) violation of the deadlines for submitting documents stipulated by the insurance contract;

8) if the Insurant intentionally pursued the aim of making improper advantage when entering into the insurance contract;

9) receipt by the Insurant of the appropriate compensation for physical damage from the person guilty of causing the damage;

10) if at the time of loss occurrence, the insurance contract has not entered into force;

11) in case of the Insurant's failure to submit documents confirming the fact of loss occurrence and the extent of inflicted damage specified in Section 10 of these Rules;

12) the Insurant's refusal from its claim to the person responsible for loss occurrence, as well as the refusal to provide the Insurer with the documents necessary for the transfer to the Insurer of the right of claim;

13) other cases stipulated by the legislation, the insurance contract.

66. Relief of the Insurer of insurance liability owed to the Insurant on grounds of its wrong acts shall simultaneously relieve the Insurer of the insurance payment conducting to the Insured.

67. Except as otherwise provided herein, in case of non-payment of insurance premium by the Insurant (installment premium) in full, the Insurer's obligations for the insurance payment conducting under such insurance contract shall be deemed to have not occurred, and the Insurer shall have the right not to conduct the insurance payment.

68. The Insurer notify the Insurant in writing of refusal to make insurance payment with well-reasoned grounds of the causes within five banking days after taking the decision.

69. Refusal of the Insurer to make the insurance payment may be appealed in accordance with the statutory procedure of the Republic of Kazakhstan.

70. The Insurant (the Insured) shall be obliged to return insurance payment paid by the Insurer (its respective part):

if property damage has been compensated for the Insurant (the Insured, the Beneficiary) by the person responsible for infliction of damage;

If, during the terms of limitation, such a circumstance that deprives, in part or in whole, the Insurant (the Insured's, the Beneficiary's) of the right for insurance payment by authority of law or in accordance with these Rules, has been found; if the lost baggage has been found, delivered and given to the Insured.

Refund of the insurance payment (or its portion) shall be made for the Insurer within three banking days from the date of occurrence of the event specified in this paragraph.

13. Procedure for the conclusion of insurance contract

71. The insurance agreement shall be concluded:

1) through written request of the Insured to the Insurer in the form established by the Insurer, and registration by the Insurer of the insurance policy in electronic form. In this case, the Insurer shall send the Insured a notification of the conclusion of the insurance agreement in the form of an electronic message to the e-mail address indicated by the Insured accompanied by the insurance policy in electronic form;

2) through interchange of information between the Insurant and the Insurer in electronic form using Internet resource of the Insurer, as well as using Internet resources of other organizations that are the partners of the Insurer on the basis of the relative agreement. Therewith, the insurance contract shall be concluded through the Insurant's accession to these Rules.

To effect of the insurance contract in electronic form, the Insurant must:

1) familiarize itself with the Rules (typical conditions of insurance) posted on the Internet resource of the Insurer or its partner;

2) apply for the insurance contract through filling the fields of electronic forms, attaching the required electronic or scanned documents. This application is valid for 24 hours;

3) pay the insurance premium using banking transfer system on the Internet resource.

Upon receipt of the information from processing system related to successful transaction, the Insurer sends information to the Insurant at the e-mail address specified by it in the form of electronic message related to effecting of the insurance contract.

72. By making payment of insurance premium, the Insurant confirms that it has familiarize with the Rules compiled by the Insurer unilaterally and accessed to them prior to entering into the insurance contract.

14. Territory and duration of the insurance contract.

Insurance coverage validity

73. Duration of the insurance contract shall be specified in the insurance contract.

74. Except as otherwise provided herein, the effect of the insurance contract shall be from the moment of payment of the insurance premium.

Payment of the insurance premium shall be deemed to be arrival of funds to the account of the Insurer.

75. Insurance coverage under the insurance contract shall be valid simultaneously with the inception of the contract of insurance.

76. Insurance territory and validity periods of the insurance coverage according to type of insurance with an allowance for risks insured are defined in Attachments 1, 2, 3, 4, 5, 6 to these Rules.

77. Regardless of the type of insurance and insured risks, the insurance coverage shall apply specifically referring to reserved quota (number of ticket, voucher, etc.) specified in the insurance contract.

78. Insurance coverage duration shall terminate simultaneously with the expiration of the insurance contract, if the event stipulated by the insurance contract as termination of the insurance coverage had not occurred prior to the date hereof.

79. This insurance contract shall be terminated in case of:

1) expiration of validity;

2) early termination.

80. Early termination of this insurance contract shall be made in case of:

1) amendments made to terms and conditions, and information included in the certificate of insurance;

2) upon the initiative of one of the Parties, or by agreement of the Parties;

3) performance of the obligations of the Insurer in the amount of the insured sum under the insurance contract;

4) in other cases provided for by the insurance contract.

81. In addition to the general grounds for termination of obligations as provided for in the legislation, the insurance contract shall be terminated early in the following cases:

1) when the object of insurance ceased to exist;

2) when the possibility of loss occurrence has disappeared and the existence of the insurance risk has ceased due to circumstances other than the insured accident;

3) in cases stipulated by the legislation and the insurance contract.

In these cases, the insurance contract shall be deemed to be terminated from the moment of the occurrence of the circumstance provided for as a ground for its termination, the party concerned must immediately notify the other whereof.

82. In case of early termination of the insurance contract on the grounds specified in the Clause 81 of this Chapter, the Insurer shall have the right for a portion of the insurance premium in proportion to the duration of the insurance.

83. Each Party shall have the right to early termination of the insurance contract. Initiating party shall be obliged to notify the other party of the intention to early termination of the insurance contract not less than ten calendar days prior to the expected date of termination.

84. Return of the insurance premium (its portion) net of the Insurer's costs of doing business in the amount of up to 25% of the returnable sum (according to the decision of the Insurer) shall be made a single payment within ten banking days from the date of early termination of the insurance contract.

85. The Insurant shall have the right to withdraw from the insurance contract at any time. In case of the Insurant's withdrawal from the insurance contract, the Insurer shall have the right not to return the insurance premium or insurance contributions paid.

86. The insurance premium shall not be refundable if early termination of the insurance contract is made after the insurance payment conducting as per it.

87. In cases when early termination of the insurance contract is caused by failure to comply with its terms through the fault of the Insurer, the latter shall be obliged to return to the Insurant the insurance premium paid, or insurance contributions in full.

15. Subrogation

88. Right of subrogation shall pass to the Insurer that has conducted the insurance payment within amount paid which the Insurant (the Insured) provides to a person liable for damage reimbursed as a result of the insurance.

89. Upon receipt of insurance settlement payment the Insurant (the Insured) shall transfer to the Insurer all available documents and evidence, and inform about all the information essential for conducting by the Insurant of transferred right of claim.

90. If the Insurant (the Insured) has waived its right of claim to a person liable for losses compensated by the Insurer, or conducting of this right has become impossible due to the fault of the Insurant (the Insured), the Insurer shall be excused from

the conducting of insurance settlement payment in full or relevant portion, and shall have the right to demand the refund of the sum overpaid.

16. Force Majeure

91. The Parties will be free from the responsibility, if they prove that the proper performance of their obligations turned out to be impossible due to acts of God (force majeure), i.e. extraordinary and unavoidable circumstances due to which it became impossible to perform obligations by the party under the insurance contract.

92. In the event of facts and circumstances of the impossibility of full or partial performance by either party of obligations under the insurance contract, the deadline for the performance shall be deferred commensurate with the time during which such circumstances will operate.

93. If force majeure circumstances remain in force more than three months, then each of the Parties shall have the right to withdraw from further performance of obligations under the insurance contract. In this case, neither Party shall not have the right to demand compensation from the other party for losses caused by termination of the insurance contract.

94. A Party prevented from performance of its obligations under the insurance contract shall notify the other party within twenty days of occurrence and cessation of circumstances impeding performance of obligations.

17. Dispute settlement procedure

All disputes arising between insurance entities related to the performance of the insurance contract shall be settled in accordance with the legislation of the Republic of Kazakhstan.

18. Supplementary conditions

95. The insurance contract may provide for other conditions, not inconsistent with the legislation of the Republic of Kazakhstan.

96. On the basis of these Rules, the Insurer shall have the right to take out an insurance contracts with a different set of insured risks and other insurance terms not inconsistent with the legislation of the Republic of Kazakhstan.

97. In case of non-conformance of subject-matter of the insurance contract with these Rules, the priority is given to the insurance contract.

98. The information received by the Parties when entering into and performing the insurance contract including information without legal protection, as well as information that may be considered as a trade secret may be disclosed to third parties only with the consent of the other party, or exclusively in cases as provided for in the legislation of the Republic of Kazakhstan.

99. The Parties shall not have the right to disclose confidential information received as a result of effecting of the insurance contract without the written consent of the other party, unless otherwise provided by the current legislation of the Republic of Kazakhstan.

100. If the insurance contract contains terms and conditions that worsen the position of the Insurant in comparison to those specified by the legislative acts, the terms and conditions set out by these legislative acts shall prevail.

101. The current legislation, terms and conditions of the insurance contract shall be applied in the part not regulated by these Rules.

Section A. Insurance against loss upon cancellation**1. Insured accident**

Insured accident is the occurrence of the Insured's losses as a result of cancellation due to the following reasons occurred during insurance (insurance coverage) validity period:

1) unexpected disease or accident occurred to the Insured or its marital partner, or immediate relative that needs residential treatment provided that the necessity of in-patient treatment occurred no sooner than ten calendar days prior to exit date, as well as if hospital discharge of the Insured with a medical contraindication to travel was during the specified period;

2) infliction of damage to immovable property owned by the Insured due to acts of elements; fire; explosion; water damage arising from an accident of water supply, sewage, heating or fire-extinguisher systems; water penetration from adjoining premises; unlawful acts of third parties provided that such infliction of damage occurred on or after ten calendar days prior to exit date, and it fairly prevents the Insured from travel. Causes and consequences of the damage must be duly documented by the appointing authorities;

3) non-receipt of a visa by the Insured or its marital partner, or child traveling jointly with the Insured provided that the documents for receipt of a visa (in aggregate):

compiled in accordance with the requirements of the country of temporary visitation;
submitted to the embassy (consular agency, visa office) as soon as reasonably possible;
submitted after effecting of an insurance contract.

2. Insured accident exclusions

In addition to the exclusions referred to in Chapter 4 of the Rules, the events shall not be deemed as the insured accident if they occurred due to:

1) causes the Insured was aware whereof or should be aware of as of the date of effecting of the insurance contract;

2) planned hospital admission of the Insured (marital partner, close relative), sanatorium-resort care, reconstructive and cosmetic surgery;

3) unexpected disease or accident occurred to the Insured (its marital partner, or immediate relative) that needs residential treatment, or hospital discharge of the Insured with a medical contraindication to travel earlier than ten calendar days prior to the date of travel;

4) pre-existing conditions or their recrudescences without the need for in-patient treatment;

5) natural disaster (earthquake, landslide, storm, hurricane, flood, foundering, hail or rain) save in respect of damage to property of the Insured, and its consequences, epidemics, sequestration, weather conditions;

6) damage to immovable property occurred due to the following reasons:

a) the Insured's violation of rules and regulations of fire safety established by the legislation or other statutory instruments, or non-fulfillment of terms specified by improvement notices of the appointing authorities related to rectifying violations discovered, and (or) non-availability of fire safety;

b) storage and (or) the use of highly flammable, toxic, explosive, and caustic material;

c) accidental actuation of automatic firefighting system;

d) performance of construction and assemblage works, fit-outs within ten days prior to date of travel;

e) the Insured's operation of emergency response, and dilapidated water supply, heating, sewage, and fire-extinguisher systems, the Insured's failure to meet the time limit for statutory service life of these systems;

7) infliction of damage to immovable property earlier than ten calendar days prior to the date of travel;

8) untimely and incomplete submission of documents, or other violations of the procedure of visa receipt including those admitted by travel or other organization providing respective services, as well as misrepresentations provided by the Insured;

9) previous refusals of a visa related to the Insured (its relatives, marital partner);

10) previous fact of the Insured's violation, stipulated in the permitted manner, of legislation of the country, the consular division of which it applied for receipt of a visa;

11) liquidation of travel or other firm organizing travel;

12) voluntary travel withdrawal of the Insured or travel withdrawal other than by reasons listed in Chapter 1 of this Attachment;

13) temporary restriction of the right to travel and free movement of the Insured as provided for by the current legislation.

3. Sum insured. Insurance premium

1. The limit of liability of the Insurer is no more than 200,000 (two hundred thousand) tenge.

2. The amount of the insurance premium shall be calculated on the basis of the rates of insurance approved by the Insurer.

4. Actions upon loss occurrence

Upon occurrence of the event having characteristic features of the insured accident, the Insurant (the Insured), in addition to the actions listed in Chapter 9 of the Rules, shall be obliged to:

1) in case of accident or disease:

contact healthcare providers;

obtain a medical certificate stating the date of contact, diacrisis and assigned therapy;

2) in case of property damage - to contact appointing authorities and to acquire relevant documents confirming the fact of infliction of damage to immovable property stating the reason;

3) in case of non-receipt of a visa - to acquire at the embassy (consular agency) the document confirming the refusal of issuance of a visa stating the reason.

5. Insurance payment

3. The following documents must be attached to insurance payment application:

- 1) copy of the insurance contract (certificate of insurance);
- 2) the Insured's identity document;
- 3) passage ticket or carriage document (copy);

4) in case of impossibility to make a trip due to acute disease or injury of the Insured - discharge summary (in case of in-patient treatment) certified by the signature of chief physician and bearing the stamp of medical and preventive treatment facility (MPTF); hospitalization record with conclusion of medical expert board or medical commission (attending medical doctor and head) of MPTF bearing the stamp of MPTF, to the effect that the planned trip is contraindicated to the Insured within the established period of time, with the indication of time limits and reasons certified by the signature of chief physician and bearing the stamp of MPTF;

5) in case of impossibility to make a trip due to necessity of close relatives care of the Insured - a copy of sickness certificate certified by the employer and conclusion of medical expert board or medical commission (attending medical doctor and head) of MPTF bearing the stamp of MPTF related to the period of incompetent care that the relative of the Insured needs, as well as documents confirming the kinship of the Insured with the sufferer;

6) in case of loss or damage of immovable property of the Insured: a document confirming validity of possession, usage and disposition of property; acts or certificates of law enforcement agencies, Ministry of Emergency Situations, Fire Safety Service or operation and emergency services confirming the fact, causes, time and place of loss occurrence;

7) in case of refusal to issue entry visa - original passport, official refusal of consular service of embassy (consular agency).

4. The Insurer shall pay for losses in the amount of passage ticket cost, but no more than the limit of liability of the Insurer.

5. In cases when the carrier has returned (must return under applicable law or terms and conditions identified by the carrier) to the Insured the portion of passage ticket cost including in the form of crediting of any units equivalent to currency (bonuses, scores, points, etc.) which the Insured will be able to use upon acquisition of passage ticket in the future, the Insurer shall pay the difference between the actual cost that was paid by the Insured for the passage ticket, and the amount of the carrier's compensation.

6. The Beneficiary shall be the Insured.

6. Insurance territory and insurance coverage validity period

7. Insurance territory shall be:

per exposure to diseases or accident related to the Insured (marital partner, close relative), infliction of damage to immovable and (or) movable property of the Insured - the territory of permanent residence of the Insured;

per risk of non-receipt of a visa - location of the embassy (consular agency) that have to issue a visa for the Insured.

8. Insurance coverage validity period starts simultaneously with the inception of the contract of insurance and continues until exit date indicated in the passage ticket (carriage document).

9. Insurance coverage shall apply only to passage ticket (voucher) specified in the insurance contract.

Attachment 2

Section B. Insurance of extra expense incurred as a result of flight delay, transfer of train departure time (non scheduled)

1. Insured accident

Insured accident is an incurrence of unforeseen costs associated with flight delay or train departure for a period of more than two hours due to:

- unfavorable weather conditions;
- requirements of government agencies (registers' immigration, anti-terrorism agency, customs, border control, etc.);
- mechanical or technical damage of transportation vehicles;
- other circumstances due to the fault of the carrier.

2. Insured accident exclusions

In addition to the exclusions referred to in Chapter 4 of the Rules, the insured accident shall not include:

- 1) expenses of the Insured incurred in connection with flight delay (train departure):
 - in case of its refusal to use alternative type of flight (departure) provided by the carrier without additional charge;
 - prior to its arrival to the airport (railway station) of its domicile;
 - accommodation if a flight delay (train departure) occurred at departure point within the territory of its domicile;
- 2) the Insured's failure to arrive to the airport (railway station) in time.

3. Sum insured. Insurance premium

1. Limit of the liability of the Insurer is:

air carriage - 150,000 (one hundred and fifty thousand) tenge;
carriage by rail - 50,000 (fifty thousand) tenge.

2. The amount of the insurance premium shall be calculated on the basis of the rates of insurance approved by the Insurer.

4. Actions upon loss occurrence

Upon occurrence of the event having characteristic features of the insured accident, the Insurant (the Insured), in addition to the acts listed in Chapter 9 of the Rules, shall be obliged to acquire and retain the documents confirming flight delay (boarding pass with a note of registration for the flight) or train departure (rail content with a note of railway station operator on duty of train delay or official certificate, certified hard copy of the carrier's information system), meal and living expenses incurred due to such delay.

5. Insurance payment

3. The following documents must be attached to insurance payment application:

- 1) copy of the insurance contract (certificate of insurance);
- 2) the Insured's identity document;

3) boarding pass with a note of registration for the flight or rail content with a note of railway station operator on duty of train delay (official certificate);

4) receipts and cheques confirming expenses of the Insured incurred for meals and living in the period from start of flight delay (train departure) up to actual fly out (train departure).

4. Upon loss occurrence, the Insurer shall reimburse documented meal and living expenses, but no more than fixed limit of liability of the Insurer.

5. The Beneficiary shall be the Insured.

6. Insurance territory and insurance coverage validity period

6. Insurance territory is the territory of provision of accommodation and food services of departure point specified in passage ticket.

7. Insurance coverage validity period shall start from the time of fly out (departure) specified in passage ticket, and shall remain in force up to actual fly out of the Insured.

Attachment 3

Section C. Accident insurance

1. Definitions applied

Accident is an unexpected transient event (mishap) occurred against person's will resulting from external mechanical, electrical, chemical or thermal effect on the body of the Insured that have injury, handicap or death as a consequence.

«**Disabled child**» is a category determined by the decision of the appointing authority related to the persons under 18 years of age having persistent body dysfunctions leading to disability as a result of an accident.

Cold injury is a damage of body tissues (skin covers, mucous coats, deeper tissues) caused by low-temperature exposure;

Burn is a damage of body tissues (skin covers, mucous coats, deeper tissues) caused by high-temperature exposure, chemicals, electricity;

Trauma is a disruption of anatomical continuity of tissues and organs of the Insured associated with dysfunctions as a result of an accident;

Collapse is a form a critical condition of the body evolving in response to effect of supramaximal stimulus and occurring as multiple organ dysfunction.

2. Insured accident

The insured accident shall include:

- 1) bodily injury of the Insured due to an accident, namely:
 - a) fracture, closed craniocerebral injury, closed dislocation;
 - b) sting of venomous insects and poisonous animals;
 - c) skin cover burn of severity 2 involving 9% of body surface damage, as well as burns of severity 3 or 4, inhalation burn of severity 1-3;
 - d) cold injury of severity 2 involving 9% of the total body surface area, severity 3 or 4;
 - e) collapse (traumatic, hypovolemic developed as a result of acute blood loss, anaphylactic).
- 2) bodily injury of the Insured due to an accident resulting in:
 - a) disability confirmation of I, II, III group, "disabled child" category;
 - b) death.

3. Insured accident exclusions. Insurance limitations

1. In addition to insured accident exclusions referred to in Chapter 4 of the Rules, the events shall not be deemed as the insured accident if they occurred due to:

- 1) asbestos exposure on the body of the Insured;
- 2) chemical or bacteriological contamination and as a result of weapons of mass destruction exposure;
- 3) the Insured's suicide or attempted suicide;
- 4) acts of the Insured (the Insurer) committed under the influence of alcohol, intoxication or drug intoxication, or under the influence of psychotropic drugs;
- 5) injury to health precipitated or caused by any condition, disease and trauma that are in cause-effect relations with diseases;
- 6) bacterial food poisoning (salmonella, dysentery, etc.), and ethanol poisoning, alcohol containing drinks, strong (drug) preparations, if taken without doctor's instructions, and toxic substances, administered with intent of intoxication;
- 7) drug habituation;
- 8) any conservative and operative therapy;
- 9) cosmetological treatment and other treatments related to appearance defect or body anomalies correction;
- 10) intentional self-injuring or purposive maiming including being in a state of temporary insanity;
- 11) apoplexy, cerebral seizure or other seizures, convulsive seizures;

2. Insurance shall not cover:

- 1) persons with disability and children by "disabled child" category;
- 2) individuals with persistent nerve and mental disorders, registered in psychoneurologic dispensary, suffering from emotional or mental illness, dementia, cerebral palsy or Down's syndrome;
- 3) persons suffering acquired immune deficiency syndrome (AIDS) or human immunodeficiency virus (HIV), or any such diseases including their mutant derivative or variations;
- 4) individuals suffering from cancer, chronic cardiovascular diseases.
- 5) individuals taking drug or toxic substances with intent of intoxication;
- 6) persons aged 81 and older.

Insurance payment shall not be carried out in relation to named individuals.

4. Sum insured. Insurance premium

3. Limit of the liability of the Insurer is:

air and road carriages - 1,000,000 (one million) tenge;

carriage by rail - 200,000 (two hundred thousand) tenge.

4. The amount of the insurance premium shall be calculated on the basis of the rates of insurance approved by the Insurer.

5. Actions upon loss occurrence

5. Upon occurrence of the event having characteristic features of the insured accident, the Insurant (the Insured), in addition to the actions listed in Chapter 9 of the Rules, shall be obliged to:

1) prior to embarking in air or railway vehicle:

seek medical attention at the nearest medical center;

ensure execution of the document confirming the fact of bodily injury by the appointing authority (person) specifying the reasons;

2) during passenger carriage - address to the carrier's representative for execution of vehicle accident certificate (document) (hereinafter - the Vehicle accident certificate). Upon arrival to the destination, an individual shall immediately contact medical and preventive treatment facility (its devision) for medical care and to acquire documents confirming bodily injury, its nature (diagnosis), etc.

6. Upon death of the Insured resulting from the accident, the actions for execution and receipt of the above documents shall be taken by the persons laying a claim to insurance payment.

6. Insurance payment

7. The following documents must be attached to insurance payment application:

1) copy of the insurance contract (certificate of insurance);

2) the Insured's identity document;

3) passage ticket;

4) accident certificate (document) compiled by appointing authority (person) or carrier, or documents of adjudicative investigating or other appointing authorities;

5) discharge epicrisis from out-patient medical record of the Insured, inpatient discharge summary, doctor's certificate of emergency station or other medical documents confirming medical assistance provided for the Insured, and (or) containing the description and nature of bodily injury bearing the stamp of medical officer and medical and preventive treatment facility;

8. Depending on the severity of bodily injury, the following must be submitted in addition for insurance payment conducting:

1) in cases of trauma - actinogram and its description;

2) copy of medical sick leave bearing the stamp;

3) medical documents that are the basis for disability confirmation bearing the stamp of medical treatment facility;

4) due form of a certificate of director disability, (original or notarized copy);

5) original or notarized copy (copy with apostille) of conclusion of disability examination.

9. In case of death of the Insured, the following documents must be attached in addition:

1) a copy of document established under legislative or regulatory acts, containing information on the cause of death of the Insured (forensic medical examination conclusion, certificate of the causes of death, etc.);

2) a notarized copy of death certificate.

10. Upon recognition of the event as the insured accident, the Insurer shall pay the insurance payment in the following amount:

Damage caused to health (life)	Amount of insurance payment, % of the limit of liability of the Insurer
Fracture, closed craniocerebral injury, closed dislocation	10%
Sting of venomous insects and poisonous animals	5%
Collapse (traumatic, hypovolemic developed as a result of acute blood loss, anaphylactic).	5%
Burn	7%
Cold injury	5%
Group I director disability	100%
Group II director disability	70%
Group III director disability	30%
Death	100%

11. If the Insured will have accidental health deterioration (director disability or a higher disability status is confirmed) or death, the Insurer, on the basis of the Insured's (legal representative's) application with attachment of all relevant supporting documents, shall make additional insurance payment in accordance with the amount set out in this chapter less the amount of previously made insurance payment.

12. The Beneficiary shall be the Insured.

7. Insurance territory and insurance coverage validity period

13. Insurance territory is the Insured's route to the airport (railway station), travel route specified in passage ticket (carriage document), and the territory of the route from the airport (railway station) of destination specified in passage ticket.

14. Insurance coverage validity period shall start no sooner than three hours prior to departure time specified in the passage ticket, it shall remain in effect throughout the entire route including points of transfer (no more than 6 hours), and shall be terminated as of three hours after the arrival of the Insured to the final destination specified in passage ticket, but on or prior to expiration of the insurance contract.

centras
insurance

Attachment 4

Section D. Insurance for loss of baggage

1. Insured accident

The insured accident is the loss of baggage registered and passed at the liability of the Insured that occurred during insurance coverage validity period, and that is duly documented.

2. Insured accident exclusions

1. In addition to the exclusions referred to in Chapter 4 of the Rules, the insured accident shall not include:

- 1) loss of baggage whereof the carrier has not been notified in writing pursuant to the procedure and within the time limits established by the carrier's rules, but under all circumstances within the earlier of 24 hours after detection of loss;
- 2) confiscation, requisition, seizure or destruction of the Insured's baggage as may be ordered by government agencies;
- 3) willful acts of the Injured;
- 4) acts of government agencies precluding the carrier to perform its obligations.

2. The insurance coverage shall not be applicable to the following property of the Insured:

- 1) precious metals, jewelry, objects of art, collections, etc.;
- 2) expensive furs products;
- 3) organs intended for transplantation, donated blood, etc.;
- 4) securities, banknotes, lottery tickets, etc.;
- 5) software, electronic media with information, etc.;
- 6) plants, animals.

3. The insured accident shall not include loss or damage to property of the Insured in the baggage received from the carrier.

3. Sum insured. Insurance premium

4. Limit of liability of the Insurer is 100,000 (one hundred thousand) tenge.

5. The amount of the insurance premium shall be calculated on the basis of the rates of insurance approved by the Insurer.

4. Actions upon loss occurrence

In case of baggage non-dispensing, the Insurant (the Insured), in addition to the actions listed in Chapter 9 of the Rules, shall be obliged to:

- 1) contact a representative of the carrier with the application for baggage tracing in accordance with the procedures established by the rules of the carrier (legislation);
- 2) ensure compilation of carriage irregularity report that must be signed by the Insured and by the representative of the carrier;
- 3) lodge a claim against the carrier for compensation of damages pursuant to the procedure and within the time limit established by the rules of the carrier (legislation).

5. Insurance payment

6. The following documents must be attached to insurance payment application:

- 1) a copy of passage ticket (boarding pass) with receipt stub of baggage acceptance;
- 2) an original of carriage irregularity report;
- 3) a copy of claim letter sent to the carrier;
- 4) the carrier's answer to the claim (if any).

7. The insurer shall pay the Insured for damage due to loss of baggage in the amount of 5,000 (five thousand) tenge per each kilogram of weight of baggage lost, but no more than fixed limit of liability of the Insurer.

8. The Beneficiary shall be the Insured.

6. Insurance territory and insurance coverage validity period

9. Insurance territory is the territory of the Insured's baggage location under the responsibility of the carrier.

10. Insurance coverage validity period shall start from the carrier's acceptance of the Insured's baggage, and it shall remain in force until baggage dispensing to the Insured. The insurance coverage shall apply to the carriage on route and the relevant number of reserved quota (ticket, voucher) specified in the insurance contract.

Attachment 5

Section E. Insurance for loss of identity documents

1. Insured accident

Insured accident is the occurrence of unforeseen expenses of the Insured resulting from loss of identity document of the Insured during its trip confirmed by temporary document obtained within the territory of foreign country in order to return to the Republic of Kazakhstan.

2. Insured accident exclusions

According to Chapter 4 of the Rules.

3. Sum insured. Insurance premium

1. Limit of liability of the Insurer is 20,000 (twenty thousand) tenge.
2. The amount of the insurance premium shall be calculated on the basis of the rates of insurance approved by the Insurer.

4. Actions upon loss occurrence

Upon loss of document, the Insurant (the Insured) in addition to the acts listed in Chapter 9 of the Rules shall be required to acquire and keep all documents confirming the expenses incurred in order to re-issue the lost document.

5. Insurance payment

3. The following documents must be attached to insurance payment application:
 - 1) document confirming the fact of loss of the Insured's documents;
 - 2) documents confirming the expenses incurred as a result of loss of documents;
 - 3) copies of documents confirming the expenses incurred in order to re-issue the document (receive the certificate).
4. The Insurer shall make compensation for the Insured related to documented expenses incurred in order to re-issue the lost document, but no more than fixed limit of liability of the Insurer.
5. The Beneficiary shall be the Insured.

6. Insurance territory and insurance coverage validity period

6. Insurance territory is the travel territory of the Insured including carriage route according to passage ticket(s) or voucher, as well as the territory of temporary residence of the Insured during the period between the dates of departure and arrival to the territory of the Republic of Kazakhstan.

7. Insurance coverage validity period starts from the Insured's embarkation into the vehicle at departure place specified in passage ticket, remains in effect throughout entire travel, and ends at the time of disembarkation of the vehicle at arrival place within the territory of the Republic of Kazakhstan specified in the passage ticket. The insurance coverage shall apply to the route and the relevant number of reserved quota (ticket, voucher) specified in the insurance contract.

Section F. Property damage insurance

1. Definitions applied

Explosion is a process of energy discharge in a short time connected with physiochemical change of state of matter of immediate-action that leads to pressure jump or shock wave associated with burning, spark producing, fragments (pieces) flying-off, gas emission or vapors capable of doing work.

Actual value of the property is a cost that is determined based on the market, balance (initial, residual), assessed cost or cost specified in the contract, acquisition documents, etc.

Residential immovable property is a separate dwelling unit designed and used for permanent residence including both residential and non-residential dwelling place, and that satisfy specified sanitary-epidemiological, technical and other mandatory requirements.

Theft with breaking in is a theft of property with unauthorized dwelling unit structural collapse (windows, doors, walls, etc.) committed within insurance territory during insurance coverage validity period.

Water damage is the impact of fluids on the Insured's property that penetrated from the systems of internal drainage, water supply, heating, sewage pipes located in the dwelling unit, washing machines, dishwashers or aquariums due to failure event (destruction), as well as those penetrated from adjoining dwelling units not owned by the Insurant (the Insured).

Fire is an uncontrollable burning risen out of dedicated places for making and keeping fire, or that has expand beyond these places, able to self-sustainable spreading and causing material damage.

Unlawful acts of third parties - theft with breaking in, hooliganism, intentional destruction of property or property damage qualified in accordance with the Criminal Code of the Republic of Kazakhstan.

Hooliganism is an expressly audacious violation of public order expressing obvious disrespect for society associated with destruction or damage of property of another.

2. Insured accident

1. Insured accident is a damage caused to the property of the Insured during insurance coverage validity period that is listed in Clause 2 of this Chapter provided that nobody lives in the dwelling unit during the period of absence of the Insured, and it was closed for access.

2. The insurance shall not cover:

1) immovable property - construction elements (walls, partition, floor structures); interior finish of floor, wall and ceiling; doors (entrance, balcony, interior) and windows;

2) movable property (homestead) - household items of non-specific (cultural, artistic, historical, etc.) values, namely: furniture, TV, audio and video equipment, household appliances and computers.

3. The insured accident shall include:

1) loss (total loss) or damage to immovable property occurred as a result of:

lightning stroke, fire, explosion of the gas used for domestic purposes;

water damage resulting from failures of water, sewage, heating or fire-extinguisher systems; penetration of water from adjoining dwelling units, as well as fire-fighting consequences;

unlawful acts of third parties - hooliganism, intentional destruction of property or property damage, theft with breaking in;

2) loss (total loss) of movable property occurred as a result of:

lightning stroke, fire, explosion of the gas used for domestic purposes;

theft with breaking in;

3. Insured accident exclusions. Insurance limitations

4. Insurance shall not apply to the property:

1) non-defined in Clause 2 Chapter 2 of this Attachment;

2) in respect of which the Insured is not the owner;

3) subject to seizure, confiscation, requisition, attachment or destruction by the decision of the authorities;

4) in respect of which the execution has been levied under commitments;

5) subject to alienation in connection with attachment of land plot;

6) falling under the category:

a) commercially used;

b) recognized in accordance with the legislation of the Republic of Kazakhstan: dilapidated, demolishing, having functional obsolescence, unserviceable, as well as vacated for major repairs.

5. Insured accident shall not include loss (total loss) or property damage that occurred due to:

1) loss of movable property in the absence of traces (evidence) of access into the dwelling unit from the outside;

2) cutoff of electricity, heating, water supply, gas by the Insured for travel period;

3) defects the Insurant (the Insured) was aware of at the time of entering into the insurance contract;

4) acts of persons having access to the dwelling unit with the consent of the Insured regardless of whether they were under the influence of alcohol, intoxication, or drug intoxication, whether they are recognized as incapable or partially incapacitated in accordance with the legislation of the Republic of Kazakhstan;

5) mistakes and errors in design documentation (design), specifications, production, and other statutory acts upon town-planning land development, design, building construction, reconstruction, remodeling, modernization and major recondition of the property;

6) violation of fire safety, building construction, operation and repair or other similar standards established in accordance with legislation of the Republic of Kazakhstan related to which the Insurant (the Insured) shall be brought to responsibility as provided for in the legislation, or the Insurant's (the Insured's) failure to fulfill improvement notices of the appointing authorities related to elimination of identified violations and (or) deficiencies;

7) violation of rules of assembly and use of heating or water supply system;

8) performance of construction, assembly and (or) repair works within the insurance territory;

9) performance of works with gas equipment, electrical power supply system or welding work performed by unqualified professionals (without permits, approval documentation, if it is required for performance of these works) within the insurance territory;

10) conduction of experiments in chemistry (physics) within the insurance territory;

11) changes in characteristics, properties and structural parameters of the insured property including as a result of the reconstruction (alteration, improvement) not agreed through the procedure envisioned by the legislation of the Republic of Kazakhstan;

12) improper use of electrical appliances (gas equipment), as well as improperly assembled high-threat equipment (boilers, electrical equipment, signalization, etc.) purchased without the appropriate safety certificates and assembled by unofficial organizations unauthorized for such equipment assembly);

13) use of field wiring laid using open method with violation of Rules on design of power electric installations, as well as non-standard (custom) electrical heaters, fuse bypass jumpers, use of uncalibrated wire fuses or other custom overload and short-circuit protection devices;

14) exposure of flame, high temperature, smoke, vapor, ash or soot, if fact of object burning has not been documented;

15) singeing or burning by live coals that fell out from fireplaces, heating stoves, etc., cigarettes or cigars, gasoline blow torch and similar objects, or singeing caused by unexpected fire out of place specifically designated for it except fire breaking-out;

16) unsatisfactory work performance or defects (lack) of materials;

17) destruction or damage to the property of the Insured including falling of buildings, structures or their parts, if the cause was their dilapidation, partial destruction or damage due to long-term operation and depreciation, or if they were not caused by the insured accident;

18) gradually efficient causes (not of random and unforeseen nature) including but not limited to depreciation, rust, attack by corrosion, moldiness, fungus, wet or dry decaying, gradual deterioration, latent defects, slowly developing deformation or distortion, waste of insects, actions of parasites (microorganisms) of any kind, or gradual loss of qualities or useful properties of the property;

19) spontaneous inflammation, fermentation, decaying, or other inherent natures of the insured property;

20) damage property caused by rodents and (or) different kinds of insects;

21) roof leakages;

22) impact of natural factors, locally specific climate and weather conditions (rain, snow or other weather elements, change of temperature, humidity or other factors that are not spontaneous hydrometeorological events) on the insured property;

23) infiltration of weather elements through opened windows, doors, balconies (loggias) and other external glazing unless such infiltration became possible through no act of the Insurant (the Insured);

24) fault of fire-extinguisher and (or) the security system;

25) the Insured's operation of emergency response, and dilapidated water supply, heating, sewage, and fire-extinguisher systems, the Insured's violation or failure to meet the time limit for statutory service life of these systems;

26) accidental actuation of automatic firefighting systems, leakage out of automatic sprinkler fire-extinguishing systems unrelated to fire extinguishing;

27) the Insurant's (the Insured's) improper storage of highly flammable or combustible fluids, explosive or caustic chemicals, if committed violations were the cause of loss or damage to the property insured;

28) use of fireworks, explosives, any weapons in the insured property;

29) unlawful entry of third parties into the territory of the insured property, access to which has been opened including as a result of the insured accident.

4. Sum insured. Insurance premium

6. Limit of liability of the Insurer is 300,000 (three hundred thousand) tenge including:

in respect of immovable property - 200,000 tenge;

in respect of movable property - 100,000 tenge.

7. The amount of the insurance premium shall be calculated on the basis of the rates of insurance approved by the Insurer.

5. Actions upon loss occurrence

8. Upon occurrence of the event having characteristic features of the insured accident, the Insurant (the Insured), in addition to the actions listed in Chapter 9 of the Rules, shall be obliged to ensure:

1) notification of the Insurer of loss occurrence pursuant to the procedure and within the time limit specified in Chapter 9 of the Rules;

2) preservation of the damaged property in the form in which it appeared as a result of the occurrence of the insured risk prior to inspection by the Insurer. Property reposition shall only be permitted in order to reduce the extent of damage, or in case of consent of the Insurer in situations endangering the security, as well as after five calendar days after the notification of the Insurer of the insured accident (event);

3) the opportunity for the Insurer to hold an inspection or enquiry of the place of the insured accident and the damaged property, to investigate the causes and amount of the loss, to participate in measures to reduce the loss and rescue of the insured property;

9. Upon arrival to permanent place of residence, the Insured shall be obliged to file a written application for the Insurer within two banking days related to the insured accident with the indication of established circumstances of its occurrence.

10. Immediately and in any case within the earlier of two banking days of the day of information acquisition, to notify the Insurer in writing related to initiation of criminal case, other criminal proceedings, pre-trial investigation conducted by appointing authorities, etc., actions in connection with the insured accident.

11. If the lost (stolen) property was not or was not submitted in time to the appointing authorities, then the Insurer shall be relieved from the obligation to make the insurance payment only insofar as it relates to this property. In the event that the failure of the Insurant to perform the specified duties has not affected the determination of the reasons for total loss, damage or loss of the insured property, determination of the amount of damage, the Insurer shall not be discharged from liability of compensation for damages.

12. Damage assessment shall be made by the Insurer or by an independent assessor. Upon recognition of the event as the insured accident, the services of the independent assessor shall be paid by the Insurer.

7. Insurance payment

13. The following documents must be attached to insurance payment application:

1) copies of documents confirming the right of possession (constitutive), enjoyment and (or) disposal of property (sales contract, contracts of lease, etc.);

2) immovable property technical certificate;

3) inventory of lost (damaged) property with the indication of damage degree;

4) originals and (or) duly certified copies of documents of appointing authorities, conclusions of independent expert (estimating) organizations confirming the fact of the loss occurrence, reasons for its occurrence and the amount of damages caused by it including:

5) damaged property inspection certificate compiled by CCB; acts of other appointing authorities:

in case of fire - conclusion of fire fighting service;

in case of explosion or foundering - conclusion of the relevant state service authority, MER, etc.;

6) In any case where bodies of MIA, prosecutor's office and other law enforcement agencies participate in the investigation of the circumstances that led to loss occurrence - a copy of statement for termination (suspension) of the criminal case, or copies of decree bearing the stamp of authority issued the copies;

7) documents confirming the cost of lost (damaged) property, as well as the amount of the loss caused to it;

8) documents determining the size of expenses for renovation of the damaged property - delivery dockets and purchase receipts, acceptance certificates, cost estimates, estimates for repair and restoration works, originals or duly certified copies of paid bills for the repair of property;

14. Upon making a decision for loss occurrence, the Insurer shall have the right to request information from the appointing authorities (internal affairs bodies, fire supervision, emergency services, emergency services of the gas network), enterprises, institutions and organizations that have information on the circumstances of loss occurrence, and also independently to find out the reasons and circumstances of its occurrence.

15. The insurance payment shall be made in the amount of actual damage caused to the insured, but no more than fixed limit (sublimit) of the liability of the Insurer.

16. The Beneficiary shall be the Insured.

8. Insurance territory and insurance coverage validity period

17. Insurance territory is the territory of the Insured's property location.

18. Insurance coverage validity period starts from the Insured's embarkation into the vehicle at departure place specified in passage ticket, remains in effect throughout entire travel, and ends at the time of the Insured's disembarkation of the vehicle at arrival place within the territory of its permanent residence (registration) specified in the passage ticket, but no more than thirty calendar days from departure date specified in the passage ticket.

Insurance coverage shall be provided in respect of reserved quota for round trip passage tickets (or tourist voucher), the number of which is specified in the insurance contract.