САҚТАНДЫРУ КОМПАНИЯСЫ
HALYK
СТРАХОВАЯ КОМПАНИЯ

APPROVED
by the resolution of the Board of Directors
of “Halyk” Insurance Company” JSC
dated April 23, 2020,
Minutes No.139

RULES
of voluntary insurance against other financial losses

"Halyk" Insurance Company" JSC

1. GENERAL PROVISIONS

1. These Rules of voluntary insurance against other financial losses of "Halyk" Insurance Company" JSC (hereinafter referred to as the Rules) have been developed in accordance with the legislation of the Republic of Kazakhstan, internal regulatory documents of "Halyk" Insurance Company" JSC and govern the conditions of insurance, the procedure for concluding, maintaining and executing the Agreement of voluntary insurance against other financial losses (hereinafter referred to as the Insurance Agreement).

2. The concepts used in these Rules:

1) **flight delay** - untimely departure of a vehicle;

2) **counterparty** - an individual or legal entity that is one of the parties to a civil agreement with the Assured;

3) **trip cancellation** - forced refusal of the Assured to travel for reasons beyond the Assured's control;

4) **business interruption** - suspension of production and (or) commercial activities of the Assured;

5) **loss of investment** - full or partial loss of the Assured's investment in other business structures, corporate, state or municipal securities;

6) **loss of well control** - the risk of unforeseen expenses that the Assured may incur in connection with the restoration of control over the insured wells, re-drilling and restoration of wells or any of their sections, removal of debris, dismantling, demolition, strengthening of destroyed (damaged) property;

7) **job loss -** the alleged event in the life of the Assured (an individual) expressed in registration with the Employment Center as unemployed;

8) **Assured** - a capable individual or legal person which has entered into an Insurance Agreement with the Insurer. In accordance with the legislation of the Republic of Kazakhstan, the risk of the very Assured and only in his/her/its favor can be insured under the Insurance Agreement;

9) **insurance interest** - property interest of the Assured in preventing risks and preventing the occurrence of an insured event;

10) **insured event** - an event with 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:

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

11) **Insurer** - Joint-Stock Company "Subsidiary of Halyk Bank of Kazakhstan "Halyk" Insurance Company" which has a license to carry out voluntary insurance against other financial losses and is

obliged, upon the occurrence of an insured event, to pay the insurance benefit to the Assured within the amount (sum insured) specified in the Insurance Agreement;

12) **losses on purchase and sale transactions** - full or partial non-payment by the buyer of the contractual value of the goods sold, work performed, services rendered, other property sold by the Assured;

13) **losses on fixed-term deposits and current accounts** - full or partial non-payment by the bank, other financial organization within the established time limits of the deposit amounts (interest on deposit), non-withdrawal of money from the accounts of the Assured or failure to perform operations on them at the orders of their owner;

14) **loss of document** - loss of the identity document of the Assured.

3. Insurance is carried out on the basis of the Insurance Agreement concluded between the Insurer and the Assured in accordance with the current legislation of the Republic of Kazakhstan.

4. The unlawful interests of the Assured are not subject to insurance.

5. When concluding the Insurance Agreement, the parties may amend (exclude) certain provisions of these 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 related to the risk of unforeseen losses as a result of loss of work, loss of income, flight delay, interruption in production activities, loss of investment, loss of control over the well, loss of a document, adverse natural phenomena, loss of market value, and other losses, including as a result of the Assured's financial and economic activities.

7. The Assured has the right to insure the risk of losses both under a one-time transaction (contract, agreement, project, etc.), and the risk of losses in a certain period of time.

8. The Insurer does not provide insurance coverage, and also does not bear obligations to pay the insurance benefit or provide any other financial benefits under the Insurance Agreement, if in any part the insurance coverage, the insurance or financial benefit will expose the Insurer or their body to any sanctions, prohibitions or restrictions in accordance with UN resolutions or trade or economic sanctions, laws or regulations of the governments of the Republic of Kazakhstan, the European Union or the United States.

3. INSURED EVENT

9. An insured event is recognized as an occurred event provided for by the Insurance Agreement, upon the occurrence of which the Insurer becomes obliged to pay the insurance benefit to the Assured.

10. The following events are recognized as insured events that caused unforeseen financial and property losses, as well as expenses of the Assured:

1) the risk of losses under transactions of purchase and sale of goods, works, services, other property of the Assured due to:

a) stoppage of production (other activities) and the absence (significant decrease) of the counterparty's proceeds due to a natural disaster, fire, explosion, accident without the fault of the counterparty and their employees;

b) an unexpected sharp decrease in the sales volume of the counterparty:

- due to a decrease in selling prices for the Assured's products (goods) in connection with the appearance on the market of new sellers of the same goods, an excess of their supply over demand, or in connection with the sale by a competitor of a product with better consumer properties at the same price level;
- due to a decrease in the solvency of consumers of goods (work, services) produced by the counterparty, due to a lack of working capital due to an inflationary rise in prices for material, fuel and energy resources, transport services, rise in the cost of loans and (or) a decrease in real income population;
- in connection with the bankruptcy of the Assured's counterparty in accordance with the procedure established by the legislation of the Republic of Kazakhstan;

c) damage to products, as well as the need to recall them for subsequent disposal or processing, subject to compliance with the necessary standards, requirements and regimes in the implementation of financial and economic activities;

d) forced cancellation of events (concerts, exhibitions, etc.) or failure to achieve the planned level (value) of sales, sale of tickets;

2) risk of losses on fixed-term deposits and current accounts of the Assured due to:

a) natural disasters, fire or explosion that resulted in the loss of all or part of the assets by the bank or other financial organization;

b) a sharp unforeseen change in the situation in the foreign exchange or stock markets which caused a loss of liquidity by a bank or other financial institution;

c) illegal actions of third parties (with the exception of employees of a bank or other financial organization) which resulted in the loss of a significant part of cash and other liquid assets and a decrease in the solvency of a bank or other financial organization;

d) an unforeseen decrease in interest rates on loans issued by a bank or other financial organization, non-repayment of significant amounts of loans and interest on loans which significantly reduced the receipt of interest income; unless otherwise provided by the Insurance Agreement (program), a significant decrease in interest income is an excess of interest expenses over interest income during three (3) calendar months;

e) bankruptcy of a bank, other financial organization in accordance with the procedure established by the legislation of the Republic of Kazakhstan;

3) risk of loss of investments by the Assured - full or partial loss of real investments due to the impact on the investment object:

a) natural disasters;

b) fire, explosion, accident;

c) the fall of aircraft, their debris and objects from them;

d) unforeseen, unfavorable changes in the market situation established by the legislation of the Republic of Kazakhstan, the procedure for the formation, composition of production costs and sales of products, works, services, as well as the amount and objects of taxation;

4) full or partial loss of portfolio investments and income from them due to:

a) deterioration of the financial and economic situation, the solvency of the issuer of securities in connection with an unforeseen, unfavorable change in the market situation and other conditions of entrepreneurial activity which resulted in a decrease in the yield and liquidity of securities;

b) illegal actions of third parties (excluding employees of the issuer, market maker) in operations with securities, their quotation, accrual and payment of interest and dividends thereon;

c) bankruptcy of the issuer in accordance with the procedure established by the legislation of the Republic of Kazakhstan;

5) the risk of business interruption as a result of:

a) natural disasters;

b) fire, lightning strike, explosion;

c) accidents of fuel and gas pipelines, systems of electricity, steam, water supply, technological equipment;

d) the fall of aircraft or their wreckage (parts) and (or) cargo from them;

e) illegal actions of third parties;

f) failure to supply (short supply) of material, fuel and energy and other resources by suppliers, failure to perform work, failure to provide services by contractors due to natural disasters, fire, explosion, accidents that occurred through no fault of theirs;

g) accidental omissions, shortcomings of a constructive, technological nature, in the choice of a constructive material when introducing innovations;

h) hidden defects in applied innovations that were not identified during testing;

i) accidental errors, omissions of qualified personnel when working with the use of new equipment and technology.

The loss from an interruption in production consists of (the list can be selected in the Insurance Agreement in aggregate or separately):

- current expenses of the Assured for the continuation of economic activities during a break in production;
- loss of profits from his economic activities as a result of the onset of an interruption in production.

Current expenses of the Assured for the continuation of economic activities - expenses that the Assured inevitably continues to bear during the interruption in production, so that after the restoration of property damaged or destroyed, as soon as possible to resume the interrupted economic activity in the amount that existed immediately before the damage was caused that caused the interruption in production. These costs may include:

- that part of the wages of workers and employees of the Assured which does not depend on the volume of sold products, goods or services;
- payments transferred to social insurance bodies, other similar payments paid regardless of the results of the production and commercial activities of the Assured;
- payment for the rental of premises, equipment and other property rented by the Assured for economic activities, if the rental payments are payable by the Assured regardless of the fact of destruction (loss), damage, loss of the rented property;
- taxes and fees paid regardless of the results of the Assured's economic activity;
- amortization charges according to the established rates for intact fixed assets or for their remaining intact parts;
- interest on loans or other borrowed funds, if these funds were used to invest in the economic activity of the Assured which was interrupted as a result of material damage.

The list of expenses can be selected in the Insurance Agreement in aggregate or in any combination, as well as added with additional types of expenses.

Loss of profit from economic activity of the Assured applies only to the profit that he would have received during the period of interruption in production if the Assured's economic activity had not been interrupted by the occurrence of material damage:

- for industrial and agricultural enterprises - through the production and sale of products;
- for enterprises and organizations in the service sector - through the provision of services;
- for trade and supply enterprises - from the sale of goods.

6) the risk of a decrease in sales volumes, additional costs and other losses from business activities, namely:

a) a decrease in the volume of sales of goods, work performed, services rendered by an entrepreneur due to:

- the appearance on the market of sellers of the same items of sale or competitors with similar new products with better consumer properties at the same price level which resulted in an excess of supply over demand and a decrease in sales of the Assured - an entrepreneur;
- a decrease in the effective demand of consumers for goods, works, services produced (performed) by an entrepreneur due to a lack of working capital because of an inflationary rise in prices for material, fuel and energy resources, transport services, an increase in the cost of loans and or a decrease in real incomes of the population;

b) an unforeseen change in the composition and remoteness of suppliers or the cost of raw materials, materials, fuel and energy and other resources or natural and climatic conditions of entrepreneurial activity which resulted in an increase in the production costs of goods, works, services;

c) probable adverse events, the consequences of which are losses an entrepreneur from non-fulfillment of obligations on sureties and (or) guarantees issued to other persons, changes in the exchange rate difference on foreign currency accounts and operations with foreign currency, illegal actions of third parties;

7) the risk of loss of work by the Assured as a result of termination of an indefinite (concluded for an indefinite period) employment agreement on the following grounds:

a) termination of an employment agreement if the employee refuses to transfer to another locality together with the employer;

b) termination of an employment agreement on the initiative of the employer upon liquidation of the employer - legal entity or upon termination of the activity of the employer - an individual;

c) termination of an employment agreement at the initiative of the employer in the event of a reduction in the number or staff of employees;

d) termination of an employment agreement on the initiative of the employer in case of a decrease in the volume of production, work performed and services provided which resulted in a deterioration in the economic condition of the employer. At the same time, insurance coverage does not apply to cases where the deterioration of the economic condition of the employer resulted in the simultaneous or sequential termination of employment agreements with ten (10) or more employees within thirty (30) calendar days;

e) termination of an employment agreement on the initiative of the employer in the event of termination of the powers of the head of the executive body, members of the collegial executive body of the legal entity, as well as in accordance with the law of the Republic of Kazakhstan "On Joint Stock Companies" employees of the internal audit service and the corporate secretary by decision of the owner of the property of a legal entity or a person (body) authorized by the owner or an authorized body of a legal entity;

f) termination of an employment agreement concluded for an indefinite period by agreement of the parties if the initiator of such an agreement is the employer;

g) termination of an employment agreement concluded for an indefinite period for health reasons upon suffering an industrial injury, occupational disease or other damage to health not related to production in connection with the performance of labor duties;

8) the risk of forced refusal to travel for the following reasons that occurred during the period of validity of insurance coverage under the Insurance Agreement:

a) a sudden illness or accident that occurred to the Assured or his/her spouse or close relative who required hospital treatment, provided that the need for inpatient treatment lasted until the date of the intended trip, and also if the Assured was not discharged from hospital with a medical contraindication to the date of the trip;

b) causing damage to residential real estate owned by the Assured by the right of ownership, due to: natural disaster; fire; explosion; water damage resulting from an accident in the water supply, sewerage, heating or fire-fighting systems; penetration of water from adjacent premises; illegal actions of third parties before the date of departure and objectively prevents the Assured from making a trip;

c) non-receipt of a visa by the Assured or his/her spouse, or his/her child traveling together with the Assured provided that the documents for obtaining a visa (in aggregate):

- issued in accordance with the requirements of the country of temporary visit;
- submitted to the embassy (consulate, visa center) on time;
- submitted after the conclusion of the Insurance Agreement;

9) loss of identity documents during the trip;

10) the risk of unforeseen expenses related to a flight delay for more than two hours due to:

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

11) the risk of costs and expenses of the Assured incurred:

- in connection with the restoration or attempts to regain control over the insured well out of control, but only those costs and expenses that were incurred until the well was taken under control again;
- when extinguishing or trying to extinguish an insured well fire over the surface of the land or seabed, or other well fire resulting from the insured well getting out of control,
- when extinguishing another fire that can result in the insured well out of control or ignition;
- for re-drilling or restoration of insured wells or any of their sections, if damage or destruction of wells took place as a result of the well out of control or damage to drilling, repair equipment or drilling platforms by an explosion above the surface of the earth or the seabed, lightning strike, collision with ground, water or air means of transport, storm or hurricane, flood, fall of a borehole, derrick or crane, subsidence or penetration of drilling rigs, derricks or masts into a well, earthquake, volcanic activity,

collision with anchors, anchor chains, buoys or fishing gear.

A well is considered to be out of control only if, for geological reasons, a flow of drilling fluid, oil, gas or water suddenly and unpredictably arises from the wellhead to the surface of the earth, the seabed or the bottom of other bodies of water, and which cannot be fast enough:

- shut down through the use of field blowout preventers or other equipment designed to prevent blowouts;
- stopped by changing the parameters of the drilling fluid or by means of plugging means;
- used without danger for the oilfield and the surrounding for the extraction of the relevant minerals.

Control over the well is considered restored from the time of the corresponding announcement by the state mining and technical supervision bodies or other authorized bodies. In this case:

- an out-of-control flow is stopped or can be safely stopped, or
- drilling, deepening, servicing, refining, completing, repairing or similar operations taking place in boreholes suspended due to loss of control are resumed or may be resumed, or
- boreholes can be returned to their previous state of production, shut-in, or returned to any similar state that existed before the loss of well control, or
- an out-of-control stream is safely directed or can be safely directed into the production process.

11. A specific list of insurance risks, insured events, and their combination is established by the Insurance Agreement.

12. The Insurance Agreement (program) may provide for insurance of other risks of the Assured related to unforeseen financial and property losses, as well as expenses due to circumstances beyond the control of the Assured.

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

14. An event is recognized as an insured event if the occurrence of the Assured's liability has occurred (in aggregate):

1) during the term of the Insurance Agreement (insurance coverage);
2) on the insurance territory specified in the Insurance Agreement;
3) due to the occurrence of one or more of the insured risks specified in the Insurance Agreement.

15. Unless otherwise provided by the Insurance Agreement, an insured event shall be deemed to have occurred:

a) if the Assured incurred losses under a transaction (contract, agreement, project, etc.) and did not receive compensation for these losses from a third party within thirty (30) calendar days after the expiration date of the agreement between the Assured and the third party;

b) if the Assured has suffered losses from financial and economic activities in a certain period of time and has not received compensation for these losses from a third party within sixty (60) calendar days after the expiration of the agreement between the Assured and the third party.

4. EXCLUSIONS FROM INSURED EVENTS AND LIMITATION OF INSURANCE

16. Unless otherwise provided by the Insurance Agreement, an insured event does not include losses incurred as a result of:

1) exposure to a nuclear explosion, radiation or radioactive contamination;
2) military actions or military measures and their consequences, the use of military weapons;
3) terrorist acts, sabotage activities;
4) civil war, civil unrest of all kinds, riots or strikes;
5) violation by the Assured of fire safety rules, rules for storing flammable and explosive substances and items, safety of work and other similar requirements;
6) carrying out construction and installation, repair and finishing and commissioning works, except for cases when these works are insured activities;
7) actions of persons in a state of alcoholic, drug or other kind of intoxication, if at the time of occurrence of an event classified as an insured event, these persons were in labor or civil law relations with the Assured;
8) impact on the insured electronic equipment (or other equipment connected to the power grid) of electric short-circuit current, increase in voltage or current in the power grid, overload in the power grid;
9) leakage or release of asbestos;
10) planned hospitalization of the Assured (spouse, close relative), spa treatment, reconstructive and plastic surgeries;
11) a sudden illness or accident that occurred to the Assured who required hospital treatment, or the Assured's discharge from the hospital with a medical contraindication to travel earlier than two calendar days before the start date of the trip;
12) chronic diseases or their exacerbations that do not require hospital treatment;
13) natural disaster (earthquake, landslide, storm, hurricane, flood, hail or rainstorm), except for damage to the property of the Assured, and the corresponding consequences, epidemic, quarantine, weather conditions;
14) causing damage to immovable property due to the following reasons:

a) violation by the Assured of the rules and regulations of fire safety established by the legislation of the Republic of Kazakhstan or other regulatory enactments, or failure to comply with the terms established by the orders of the authorized bodies to eliminate the identified violations and (or) deficiencies in fire safety;

b) storage and (or) use by the Assured of flammable, poisonous, explosive and caustic materials;

c) spontaneous operation of automatic fire extinguishing systems;

e) operation by the Assured of emergency and dilapidated water supply, heating, sewerage and fire-prevention systems, violation or non-compliance by the Assured with the standard terms of operation of these systems;

15) damage to real estate earlier than two calendar days before the start date of the insured trip;
16) untimely or incomplete submission of documents or other violations of the procedure for obtaining a visa, including those admitted by a tourist or other organization providing relevant

services, as well as false information provided by the Assured;

17) liquidation of a tourist or other company organizing the trip;

18) voluntary refusal of the Assured to travel or refusal to travel for reasons other than the reasons for the insured event;

19) temporary restriction of the right to exit and free movement of the Assured in cases stipulated by the current legislation of the Republic of Kazakhstan;

20) seizure, confiscation, seizure of goods, services by order of the competent authorities and organizations, regardless of their form of ownership;

21) prohibitions and (or) restrictions introduced by decision (order) of state (local, municipal) authorities;

22) other circumstances provided for by the civil legislation of the Republic of Kazakhstan.

17. It is not an insured event, and the Insurer does not pay insurance benefit if losses have arisen as a result of:

1) conclusion of the purchase and sale agreement which turned out to be a fraudulent (sham) transaction by collusion of the counterparty and the Assured;

2) intent or gross negligence of the Assured, buyer, bank, other financial organization, enterprise that is the object of investment of the Assured, issuer of securities, which caused losses;

3) irrational use (application) of goods and other property purchased by the buyer;

4) illegal actions of the buyer of goods (works, services), other property;

5) deliberate choice by the counterparty of the order of settlements with creditors not in favor of the Assured;

6) conclusion by the Assured of a deposit agreement in collusion with a bank or other financial organization with inflated interest which obviously could not be paid by the bank with its existing profitability and liquidity;

7) gross negligence of the Assured in choosing a bank, another financial organization according to the criteria of reliability, solvency;

8) a high proportion of risky loans in the bank's loan portfolio provided at high interest rates, as well as without borrower's sureties, guarantees, collateral, liability insurance policy;

9) miscalculations, mistakes, other intentional and unintentional omissions in the analysis and assessment by a bank or other financial organization of the creditworthiness of borrowers and credit risks;

10) fictitious or deliberate bankruptcy or voluntary liquidation of a buyer, investment object, issuer of securities, bank, other financial organization;

11) investments in securities of issuers, reliability, solvency, prospects of activities of which were analyzed and evaluated superficially, unqualified;

12) illegal actions of employees of the Assured, bank, issuer of securities, other financial organization;

13) prohibition or restriction of money transfers, changes in the exchange rate, changes in prices and (or) the value of goods;

14) obligations to pay customs duties;

15) violation of the rules for the technical operation of machines, equipment, instrumentation, regulating devices, instructions, technological processes;

16) deficiencies in marketing research to assess the demand for goods, works, services;

17) actions of employees whose qualifications do not correspond to the complexity of the work;

18) commission of an offense by the Assured that is in direct causal connection with the insured event;

19) progressive causes, including, but not limited to, wear and tear, rust, corrosion, mold, fungus, wet or dry decay, gradual deterioration, latent defects, slowly developing deformation or distortion, insect waste, the actions of parasites (microbes) of any kind, rodents;

20) use and storage by the Assured of flammable, poisonous, explosive and corrosive materials, storage or disposal of waste;

21) events (causes of damage, risks) not specified in the Insurance Agreement as an insured event;

22) if the expiration date of the identity document of the Assured is less than one hundred and eighty (180) days from the date of the start of the trip;

23) refusal of the Assured to use an alternative departure option provided by the carrier at no additional charge;

24) the Assured's own fault in untimely arrival at the point of departure.

18. The Insurer also does not pay an insurance benefit and is not responsible for:

1) damage in the part exceeding the amount of the sum insured established by the Insurance Agreement (the limit of the Insurer's liability);

2) damage caused outside the insurance territory established by the Insurance Agreement;

3) expenses for the conduct of cases related to the insured event and with its proof in any authorized bodies (state fees, expenses for photocopies, notarization, examination, payment for the services of a lawyer, representative, translator);

4) moral injury;

5) financial losses, lost profits, other indirect losses, penalties (fines, late payment interests) for late performance of obligations and other indirect costs, loss of presentation;

6) legal, expert costs, except if these costs were incurred in order to prevent or reduce losses to be reimbursed by the Insurer.

7) environmental pollution as a result of planned emissions of oil or gas;

8) harm to the health of third parties and employees of the Assured;

9) carrying out work to restore control or attempts to restore it over the insured well, if it was declared out of control by order of the authorities operating in the insurance territory, inspection or supervision bodies, but in accordance with these Rules would not be considered out of control.

19. Insurance also does not cover:

1) if the specified event happened to the Assured receiving or entitled to receive pension payments;

2) if at the time of termination of the employment agreement at the last place of work the Assured had a continuous work experience of less than twelve (12) months;

3) if the notice of the upcoming termination of the employment agreement concluded for an indefinite period was received earlier than the date of the conclusion of the Insurance Agreement;

4) if the termination of the employment agreement concluded for an indefinite period occurred earlier than the date of the conclusion of the Insurance Agreement;

5) if the Assured as a person registered at the Employment Center as unemployed has not been assigned targeted social assistance in the manner established by the legislation of the Republic of Kazakhstan;

6) if the disease, as a result of which a medical opinion was issued on the need to transfer the employee to another job, was diagnosed earlier than the inception of the Insurance Agreement;

7) if the person had at the time of the conclusion of the Insurance Agreement a medical opinion (including a referral for a medical examination) about the need to transfer the employee to another job;

8) for persons who are not working at the time of the conclusion of the Insurance Agreement for health reasons;

9) for persons who are on any vacation at the time of the conclusion of the Insurance Agreement;

10) for persons working at the time of the conclusion of the Insurance Agreement on a part-time working day, part-time working week or double jobholding basis.

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

1) deliberate actions of the Assured 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, recognized in the manner prescribed by the legislative acts of the Republic of Kazakhstan as intentional criminal or administrative offenses that are causally related to the insured event;

3) failure of the Assured to comply with the obligations specified in these Rules.

21. The grounds for refusal of the Insurer to pay an insurance benefit may also be the following:

1) providing the Insurer with knowingly false information on the part of the Assured about the insurance object, insurance risk, insured event and its consequences;

2) if the Assured fails to fulfill the obligations and conditions established by the Insurance Agreement;

3) non-notification or untimely notification of the Insurer about the occurrence of an event classified as an insured event, and (or) the consequence of which may result in the occurrence of an insured event, in the manner and terms established by the Insurance Agreement. An exception may be situations when the Assured was not able to notify the Insurer for a good reason and confirmed this by documentary evidence;

4) prevention of the Insurer by the Assured from the investigation of the circumstances of the occurrence of the insured event and in the determination of the amount of the loss caused;

5) deliberate failure to take measures by the Assured to reduce losses from the insured event;

6) the occurrence of an insured event outside the insurance territory or outside the period of validity of insurance coverage;

7) if the corresponding indemnity is received by the Assured from the person guilty of causing damage;

8) if at the time of the occurrence of the insured event the Insurance Agreement has not entered into force;

9) if the Assured fails to provide documents confirming the fact of the occurrence of an insured event;

10) refusal of the Assured from the right to claim against the person responsible for the occurrence of the insured event, as well as refusal to transfer to the Insurer the documents necessary for the transfer of the right of claim to the Insurer;

11) expenses of the Assured incurred prior to his/her arrival at the point of departure of his/her permanent place of residence;

12) living expenses, if the flight was delayed at the point of departure in the territory of his/her permanent residence.

22. The insurance agreement may establish other exclusions from insured events and (or) limitations of insurance in addition to those listed in this article.

5. SUM INSURED. DEDUCTIBLE

23. 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.

24. The Insurance Agreement may provide for separate insurance amounts in relation to various risks insured under the insurance agreement provided that the total payment for all types of liability cannot exceed the amount of the total sum insured under the insurance agreement. In this case, the sum insured under the Insurance Agreement is a single combined limit of liability.

25. Deductible - the Insurer's exemption from compensation for damage not exceeding a certain amount provided for by the insurance terms and conditions. The insurance agreement can establish a conditional or unconditional deductible.

26. 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.

27. The type and amount of the applicable deductible is established by the Insurance Agreement.

6. INSURANCE PREMIUM. PAYMENT PROCEDURE AND TIME LIMITS

28. 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 an insurance benefit to the Assured in the amount determined by the Insurance Agreement.

29. The amount of the insurance premium payable under the Insurance Agreement is calculated in accordance with insurance rates that determine the amount of insurance premium charged per unit of the sum insured taking into account the object of insurance and the nature of the insured risk.

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

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

32. 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.

33. Unless otherwise provided by the Insurance Agreement (in the absence of a written agreement of the parties on a different condition), in the event of late payment by the Assured of the insurance premium (installment premium) 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 classified as an insured event occurred before the payment of the insurance premium (installment premium), the payment of which is overdue;

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

34. When concluding the 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 as a percentage of the annual insurance premium (in this case, incomplete month is recognized as complete):

Period, months	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**
% of the annual insurance premium	**20**	**30**	**40**	**50**	**60**	**70**	**75**	**80**	**85**	**90**	**95**

7. RIGHTS AND OBLIGATIONS OF THE PARTIES

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

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

2) to get acquainted with 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 receive a duplicate of the Insurance agreement prepared in paper form, in case of its loss, or re-receive the electronic Insurance agreement to the e-mail address of the Assured specified at the time of 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 receive 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) to contest, in the manner prescribed by the legislation of the Republic of Kazakhstan, the decision of the Insurer to refuse to pay an insurance benefit or reduce its amount.

36. **The Assured is obliged:**

1) when concluding the Insurance agreement, to inform the Insurer of all circumstances known to the Assured that are essential for determining the probability 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 insurance object 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) inform the Insurer about the state of the insurance risk;

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

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

7) for making a decision on insurance indemnity, to provide all the documents necessary and required by the Insurer in accordance with article 10 hereof (conditions of the Insurance agreement);

8) immediately, but no later than five banking days from the date of receipt of any reimbursement (compensation) for losses caused as a result of an insured event from third parties, to notify the Insurer of this in writing and return the corresponding part of the received insurance benefit;

9) provide the Insurer with a list of damaged or lost property certified by the competent authorities depending on the nature of the insured event;

10) to ensure the transfer to the Insurer of the right of claim against the person responsible for the occurrence of the insured event, including the provision of documents necessary for the exercise of such a right;

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

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

13) 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.

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

1) to conduct a pre-insurance expertise before concluding the Insurance Agreement;

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

3) to participate in measures to reduce the amount of losses. In this case, the participation of the Insurer in these events is not a confirmation of the recognition of the event as an insured event;

4) to find out independently the reasons and circumstances of an event classified as an insured event, including inspection of the insured property and actions to determine the amount of damage caused;

5) to request documents confirming the fact of the occurrence of an insured event and the amount of damage caused from the relevant state bodies and organizations based on their competence;

6) to take part in the court as a third party which does not make independent claims;

7) to demand from the Assured the documents 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;

8) 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 with the sending of a written notification to the Assured in the manner and within time limits stipulated by the Insurance Agreement;

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

10) to assert the right of recourse against the person responsible for the damage;

11) for early termination of the Insurance Agreement in case of violation by the Assured of the conditions of the Insurance Agreement.

38. **The Insurer is obliged:**

1) to familiarize the Assured 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 issuance of an insurance policy to the Assured;

2) to register a message about an insured event within one (1) business day from the date of receipt of such a message;

3) upon the occurrence of an insured event, make an insurance payment in the amount, procedure and terms established by these Rules (the Insurance Agreement);

4) reimburse the Assured for reasonable and reasonable expenses incurred by him to reduce losses in the event of an insured event;

5) in cases of non-submission by the Assured of all the documents necessary for payment of the insurance benefit, to notify them of the missing documents within the time limits 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 the Assured a duplicate of the Insurance Agreement or, upon the Assured's request, send the electronic Insurance Agreement to the Assured's e-mail address specified when concluding the Insurance Agreement.

39. The list of the rights and obligations of the parties to this article is not exhaustive. The Insurer, the Assured have other rights and obligations established by the legislation of the Republic of Kazakhstan, these Rules, and the Insurance Agreement.

8. CONSEQUENCES OF INCREASED INSURANCE RISK DURING THE PERIOD OF VALIDITY OF THE INSURANCE AGREEMENT

40. During the validity period of the Insurance Agreement, the Assured is obliged to immediately, but not later than within three working days from the day when he/she/it became aware, to notify the Insurer in writing about significant changes in the circumstances communicated to the Insurer when concluding the Insurance Agreement.

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

1) changes in the information specified in the application for insurance and in the Insurance Agreement;

2) a significant change in the nature of the labor and (or) business activities of the Assured;

3) change of the insurance territory;

4) significant (more than 25%) change in the average quarterly revenue or average monthly salary of the Assured;

5) the presence of double insurance.

42. The Insurer notified of the circumstances entailing 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 Insurance 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 provided for in paragraph 56 of this chapter, 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 classified an insured event and (or) the consequence of which may be the occurrence of an insured event, the Assured is obliged to:

1) immediately, but not later than three (3) business days from the time when they became aware or should have become aware of any event that classified as an insured event, and (or) the consequence of which may be the creation of an obligation of the Insurer for insurance benefit,

inform the Insurer about it in any way that allows you to set the date of sending the message indicating the place, time and circumstances of the incident;

2) immediately inform the relevant authorities based on their competence about the occurrence of an event that classified an insured event, and ensure the documentary registration of the event;

3) immediately to take reasonable and available measures in the current situation to reduce losses related to an event that may serve as a reason for filing claims for damages, including following the instructions of the Insurer. However, these actions cannot be considered as recognition of the obligation of the Insurer to pay the insurance benefit;

4) in the event that the Insurer deems it necessary to appoint its authorized persons to protect the interests of both the Insurer and the Assured, to issue a power of attorney and the necessary documents related to the insured event to the persons indicated by the Insurer;

5) to transfer to the Insurer all documents and information related to the circumstances of the occurrence of an event classified as an insured event, and necessary for making a decision on insurance benefit payment;

6) to perform all the necessary actions for the Insurer to exercise the right of claim against the person responsible for the occurrence of the insured event, including the provision of the necessary documents;

7) not to pay compensation, not to accept (partially or completely) the claims made in connection with the insured event, as well as any direct or indirect obligations to settle such claims without the consent of the Insurer;

8) to render all possible assistance to the Insurer in the investigation of the circumstances and causes of the occurrence of the insured event, not to interfere and not to evade the provision of explanations and (or) the provision of documents necessary, in the opinion of the Insurer, to make a decision on the status of the event.

46. Failure to notify the Insurer of the occurrence of an insured event gives them 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 from 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

47. The claim for insurance payment is filed to the Insurer by the Assured in writing with the attachment of documents substantiating this claim.

48. Unless otherwise provided by the Insurance Agreement, the following documents must be attached to the application for insurance payment:

1) original and (or) a copy of the Insurance Agreement (its duplicate);

2) documents confirming the fact of the occurrence of an insured event and the amount of damage caused;

3) power of attorney for the right to conduct business in an insurance company and get the insurance benefit (for a legal entity or in the case of representing the interests of the Assured);

4) in the presence of a legal dispute - documents of the judicial authorities;

5) bank details of the Assured for the transfer of insurance benefits;

6) documents prepared by specially authorized bodies (commissions) carrying out the investigation, classification and recording of events considered as insured events, or confirming the fact of the occurrence of an insured event;

7) accounting, banking and other financial and payment documents and calculations supporting the amount of the loss incurred by the Assured.

49. In case of loss of work by the Assured - an individual – the following documents are submitted additionally:

1) the original or a copy of the employment agreement certified by the employer (with all attachments), the original of the employment record book or other document confirming the date of employment and the date of termination of the employment agreement, including its reason;

2) a document confirming the registration of the Assured at the Employment Center as an unemployed person;

3) an extract from the Unified Accumulative Pension Fund on the transferred compulsory pension contributions.

50. Documents provided to the Insurer in a foreign language must be translated into Kazakh or Russian with notarization of the correctness of the translation.

51. The Insurer has the right to independently reduce 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.

52. In some cases, the Insurer has the right to demand the submission of other documents that are not specified in this article of the Rules, if their absence makes it impossible to establish the fact of the occurrence of an insured event and determine the amount of loss, or if additional information about an insured event is required.

53. The Insurers accepted the documents are obliged to issue a certificate to the applicant indicating a complete list of the documents submitted and the date of their acceptance. One copy of the certificate is issued to the applicant, the second copy with the mark of the applicant of its receipt remains with the Insurer. If the Assured sends the claim for insurance payment in electronic form, the Insurer may issue this certificate to the Assured in electronic form.

54. If the Assured fails to provide all the documents necessary to consider the issue of making insurance payments, the Insurer is obliged to notify the applicant about the missing documents within the time limits established by the Insurance Agreement.

11. DETERMINATION OF THE AMOUNT OF LOSSES

55. An insurance benefit is paid within the limits of the actual damage caused to the Assured as a result of the insured event within the sum insured (limits of the Insurer's liability) established by the Insurance Agreement taking into account the deductible (if any). Only direct property damage caused as a result of an insured event is subject to compensation.

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

57. In the event of a dispute between the parties about the causes and amount of damage, each of the parties has the right to demand an independent assessment (expert evaluation). The assessment (expert evaluation) is carried out at the expense of the party that demanded it to be carried out. If by the results of the assessment (expert evaluation) it is established that the refusal of the Insurer in terms of the insurance payment was unreasonable, the Insurer shall reimburse the costs of paying for the assessment (expert evaluation). The Assured bears the costs of the assessment (expert evaluation) independently, if, based on its results, the case cannot be recognized as insured.

58. In case of disagreement of one of the parties with the results of the assessment (expert evaluation) carried out, the Insurer has the right to pay the uncontested part of the damage in the manner and time limits provided for by these Rules or the Insurance Agreement.

59. Expenses incurred by the Assured in order to prevent or reduce possible losses are subject to reimbursement by the Insurer if such expenses were necessary or were incurred to comply with the instructions of the Insurer, even if the corresponding measures were unsuccessful. Such expenses are reimbursed in actual amounts, however, so that the total amount of insurance payment and compensation for expenses does not exceed the insured amount (maximum amount of liability) provided for by the Insurance Agreement, as well as provided that the Insurer is provided with documents confirming such expenses. The insurance agreement may provide for the limitation of the amount of such expenses in the form of a share of the insured amount or insurance benefit.

60. The expenses incurred as a result of the Assured's execution of the Insurer's instructions are reimbursed in full regardless of the sum insured.

61. The Insurer is exempt from paying insurance benefit in part of those losses that have arisen due to the fact that the Assured has deliberately failed to take reasonable and available measures to reduce possible losses.

62. In cases where the damage caused as a result of an insured event is compensated to the Assured by third parties, the Insurer shall indemnify only the difference between the amount to be reimbursed under the Insurance Agreement and the amount received by the Assured from a third party.

63. After the insurance benefit is paid, the Insurer continues to be liable within the sum insured reduced by the amount of the insurance benefit paid made unless otherwise provided by the Insurance Agreement.

12. PROCEDURE AND CONDITIONS OF PAYMENT OF INSURANCE BENEFIT

64. The Insurer considers an application for an insurance payment within ten (10) business days after receiving all documents regulated by article 10 of these Rules unless a different period is established by the Insurance Agreement.

65. If an insured event is recognized as an insured event, the Insurer shall pay an insurance benefit to the Assured within the time limits established by the Insurance Agreement.

66. In case of refusal to pay insurance benefit, the Insurer informs the Assured about this in writing with a reasoned justification of the reasons for the refusal and within the time limits established by the Insurance Agreement.

67. The Insurer has the right to suspend the period for making a decision on insurance payment with a written notification of the applicant about this if the relevant competent authorities have initiated a criminal or administrative case and an investigation of the circumstances that led to the occurrence of the insured event has been initiated, until the decision (judgment, decision) enters into force court or other document on the completion of the investigation and submission of the relevant documents to the Insurer.

68. The Insurer has the right to extend the period for making a decision on the insurance benefit if he has 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 (3) months.

69. The Insurer is exempted from paying an insurance benefit in part of those losses that have arisen as a result of deliberate failure by the Assured to take reasonable and accessible measures to reduce losses.

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

1) deliberate actions of the Assured 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, recognized in the manner prescribed by the legislation of the Republic of Kazakhstan as intentional criminal or administrative offenses that are causally related to the insured event.

71. The grounds for refusal of the Insurer to make insurance payment may also be the following:

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

2) the Assured failure to fulfill the obligations and conditions established by the Insurance Agreement which caused the occurrence of the insured event or a significant increase in the risk of its occurrence;

3) failure to notify or untimely notification of the Insurer about the occurrence of an event classified as an insured event, and (or) the consequence of which may be the occurrence of an insured event, in the manner and time limits established by the Insurance Agreement;

4) preventing the Insurer on the part of the Assured from investigating the circumstances of an insured event and in establishing the amount of the loss caused;

5) deliberate failure to take measures by the Assured to reduce losses from the insured event;

6) the occurrence of an insured event outside the period of validity of insurance coverage under the Insurance Agreement or outside the insurance territory;

7) if the corresponding indemnity is received by the Assured from the person guilty of causing damage;

8) if at the time of the occurrence of the insured event the Insurance Agreement has not entered into force;

9) if the Assured fails to provide the documents confirming the fact of the occurrence of the insured event specified in article 10 of these Rules (the Insurance Agreement);

10) refusal of the Assured from his/her/its right to claim against the person responsible for the occurrence of an insured event, as well as refusal to transfer to the Insurer the documents necessary for the transfer of the right of claim to the Insurer.

72. The Insurer's refusal to make insurance payment may be appealed in the manner prescribed by the legislation of the Republic of Kazakhstan.

73. The Assured is obliged to return to the Insurer the received insurance payment (its corresponding part), if:

- the damage is compensated to the Assured by the person responsible for causing damage;
- during the limitation period, a circumstance is discovered that, by virtue of law or in accordance with these Rules, fully or partially deprives the Assured of the right to insurance payment.

13. PROCEDURE FOR CONCLUDING THE INSURANCE AGREEMENT

74. The insurance agreement is concluded on the basis of a written application from the Assured.

75. The application form for the conclusion of the Insurance Agreement (hereinafter referred to as the Application) is established by the Insurer.

76. For Insurance Agreements concluded in paper form, the Application signed by the Assured 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 Assured when concluding the Agreement insurance, in this case the signing of the

Application is carried out in the manner determined by the Insurer.

77. The insurance agreement is concluded after the Insurer has assessed the insurance risk and reached an agreement between the parties on all essential terms of the Insurance Agreement in paper or electronic form by drawing up the Insurance Agreement or joining the Assured to these Rules and issuing an insurance policy.

The conclusion of the Insurance Agreement in electronic form is carried out through the exchange of electronic information resources between the Assured and the Insurer.

After the conclusion of the Insurance Agreement in electronic form, the Insurer sends an electronic Insurance Agreement to the e-mail address of the Assured.

78. 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.

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

80. Amendments and additions 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 preparing of an additional agreement to the Insurance Agreement by the Insurer. If insurance is executed by issuing an insurance policy, then when changes and additions are made, the insurance policy is subject to early termination and preparing a new one.

81. If, after the conclusion of the Insurance Agreement, it is established that the Assured, in order to conclude the Insurance Agreement, informed the Insurer of knowingly false information about the circumstances that are essential for assessing the insurance risk and the Insurer's decision to conclude the Insurance Agreement, the Insurer has the right to demand that the Insurance Agreement be declared invalid.

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

83. 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 Assured 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 LMITS AND DURATION OF THE INSURANCE AGREEMENT

84. The territorial limits are the territory of the states specified in the Insurance Agreement.

85. The insurance agreement can be concluded both for one (1) year, and by agreement of the parties for a different period declared by the Assured.

86. The Insurance Agreement enters into force and becomes binding on the parties from the date specified in the Insurance Agreement. The period of insurance coverage coincides with the validity period of the Insurance Agreement, unless otherwise provided by the Insurance Agreement.

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

1) expiration of the Insurance Agreement;

2) paying an 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.

88. 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) alienation by the Assured of the insurance object if the Insurer objects to the replacement of the Assured;

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 an 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 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 Insurance Agreement about which the interested party must immediately notify the other.

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

90. In case of early termination of the Insurance Agreement due to the circumstances provided for in paragraphs 87 and 88 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.

91. The Assured has the right to withdraw from the Insurance Agreement at any time.

92. 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 return the paid insurance premium or insurance contributions;
- to return a part of an insurance premium in proportion to the unexpired term of the Insurance Agreement minus the amount of expenses for conduct of a case. The amount of such expenses is set in the Insurance Agreement as a percentage 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.

93. 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.

94. In cases where the early termination of the Insurance Agreement is caused by failure to fulfill its conditions through the fault of the Insurer, the latter is obliged to return to the Assured the insurance premium paid or insurance contributions in full.

95. In case of early termination of the Insurance Agreement, the Insurer has the right not to return the paid insurance premium or insurance contributions, if insurance payments have been made under this Insurance Agreement.

96. 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 Assured, 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

97. Double (multiple) insurance is the insurance of the same object with several insurers under separate agreements with each.

98. In case of double property insurance, each insurer is liable to the Assured within the scope of the insurance agreement concluded with the Assured; however, the total amount of insurance benefits received by the Assured from all insurers cannot exceed the actual damage.

In this case, the Assured has the right to receive an insurance payment from any insurer in the amount of the insured amount provided for by the insurance agreement concluded with him. If the received insurance payment does not cover the actual damage, the Assured has the right to receive the missing amount from another insurer.

99. The Insurer which is fully or partially exempted from the insurance benefit due to the fact that the damage caused has been compensated by other insurers is obliged to return the corresponding part of the insurance premiums to the Assured, minus the costs incurred.

100. In case of double insurance, after the occurrence of an insured event, the Assured is obliged to provide the Insurer with all information regarding the settlement of the issue of insurance benefit from other insurers, including information on the amount of insurance benefit received from other insurers

101. In case of double insurance, the Insurer has the right to find out the reasons and circumstances of an event classified as an insured event, to determine the amount of losses caused as a result of an insured event, together with other insurers.

16. SUBROGATION

102. The right of claim, which the Assured has against the person responsible for the losses reimbursed as a result of the insurance is passed to the Insurer paid the insurance benefit within the limits of the amount paid.

103. The Assured is obliged, upon receipt of the insurance benefit, to transfer to the Insurer all documents and evidence available and provide with all the information necessary for the Insurer to exercise the right of claim transferred.

104. If the Assured has waived the right of claim against the person responsible for the losses reimbursed by the Insurer, or the exercise of this right has become impossible due to the fault of the Assured, the Insurer is released from making the insurance benefit in full or in the relevant part, and has the right to demand a return of overpaid amount.

17. CIRCUMSTANCES OF INSUPERABLE FORCE

105. 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.

106. 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.

107. If force majeure circumstances continue for more than three (3) 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.

108. 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.

18. DISPUTE SETTLEMENT PROCEDURE

109. All disputes arising between the subjects of insurance on the execution of the Insurance Agreement are settled in accordance with the legislation of the Republic of Kazakhstan.

19. ADDITIONAL TERMS AND CONDITIONS

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

111. 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.

112. In case of inconsistency of the content of the insurance agreement with these Rules, the terms of the insurance agreement apply, if this is expressly stipulated in the insurance agreement.

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