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**OIL INSURANCE COMPANY JOINT-STOCK COMPANY**

*Registered Office: Republic of Kazakhstan, Astana, Barayev Str. 15*

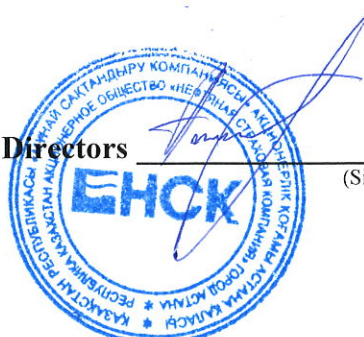
*Actual Address: Republic of Kazakhstan, Almaty, microdistrict Almagul 15 A,*

*Telephone: (727) 258-18-33, 258-18-02; Fax: (727) 258-18-01*

**REGULATIONS**  
**ON FACULTATIVE COMPREHENSIVE**  
**INSURANCE OF EXPENSES OF PERSONS**  
**TRAVELING ABROAD**

**Approved by the Board of Directors  
of Oil Insurance Company JSC  
Protocol № 02-01/38 от 06.05.2019 г.**

**Chairman of the Board of Directors**



**Alzhanov A.T.**

(Signature)

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## SECTION 1. GENERAL PROVISIONS

### Article 1. Terms and Definitions.

**Outpatient Medical Center** means a medical institution that has a license and provides outpatient treatment and care.

**Registered Luggage** - travel bags, suitcases, briefcases, and contents thereof, limited to clothing or belongings, owned or under the care of the Insured person during their journey. Luggage means the things of the Insured imported into the insurance territory and exported back, purchased in the insurance territory and registered in the name of the Insured as luggage and accepted by the carrier for transportation at their own risk.

**Hospital** is a medical institution that:

Provides care and treatment of the sick or injured;

Has diagnostic, surgical and other departments;

Provides round-the-clock care for the patients by certified nurses;

Is supervised by one or more doctors.

**The following is not a hospital:**

Obstetric unit, convalescent facility or geriatrics department, in case a patient needs bed rest and nursing care;

Sanatorium, rest home, nursing home.

**Doctor** is a specialist with a higher medical education who is not a relative of the Insured and who operates under their license for treatment of health problems.

**Civil War** - an armed confrontation between two or more parties related to the same country, but

belonging to different ethnic, religious or ideological groups. The definition includes: armed insurrection, revolution, anti-government agitation, rebellion, coup d'état, the consequences of martial law.

**Carrier** - a legal entity engaged in transportation of passengers by air, railway, maritime or road transport, licensed for this type of activity and carrying it out based on a regular schedule.

**Prescription** means a written doctor's order for the use of medications.

**Service Provider Company** is a legal entity that, on the basis of a relevant agreement entered into with the Insurer, assumes the obligation to organize, coordinate and monitor provision of services stipulated by the Insurance Contract to the Insured in the insurance territory. The service company organizes the provision of services provided for by the Insurance Contract to the Insured according to the standards for the provision of services adopted and operating in the insurance territory.

**Insurer** is the person providing insurance, obliged to pay out insurance indemnity to the Policyholder or any other person in favor of whom the Contract was executed (the Beneficiary) within the amount specified in the Contract (sum insured).

**Policyholder** is a person who has entered into the Contract with the Insurer. The insured can be legal persons and individuals.

**Insured** is an individual covered by the insurance. The Insured may be a person under 75 years traveling outside the Republic of Kazakhstan, or a resident of the Republic of Kazakhstan who is outside the Republic of Kazakhstan;

**Immediate Family Members of the Policyholder/Insured** - parents, children, adoptive parents, adopted, full and half siblings, grandparents and grandchildren;

**Insurance Contract** (hereinafter - the "Contract") - a contract for comprehensive insurance of expenses of persons traveling abroad, under which the Insurer undertakes to pay out insurance benefit for a specified fee (insurance premium) paid by the Policyholder, within the sum insured specified in the Contract.

**Insured Event** is an event that has occurred, stipulated by the Contract, with the onset of which the Insurer incurs an obligation to pay out insurance benefit to the Policyholder (Insured/Beneficiary).

**Accident** is an unexpected short-term event (occurrence) that has occurred against the will of a person as a result of external mechanical, electrical, chemical or thermal impact on the body of the Insured, resulting in injury, dismemberment or death.

**First Medical Care** - emergency medical care for life-threatening conditions and diseases at the address, at the scene and on the way to a health care center.

**Emergency Medical Care** - medical care provided for sudden acute illnesses, conditions, exacerbation of chronic diseases that pose a threat to patient's life

**Sudden Illness** - an acute and unexpected health disorder of the Insured that occurred during the period of insurance coverage, requiring urgent medical intervention in order to prevent further damage to health or threat to the life of the Insured.

**Insurance Premium** is the amount of money that the policyholder is obligated to pay to the insurer for accepting by the latter of obligations to pay out insurance benefit to the Policyholder (Beneficiary) in the amount determined by the Contract.

**Sum Insured** - the amount of money for which the insured object is insured and which represents the ultimate liability of the Insurer upon occurrence of an insured event.

**Deductible** - a condition for the exemption of the Insurer from reimbursement of damage not exceeding a certain amount. With an unconditional (deducted) deductible, damage is paid in all cases minus the deductible.

**Time Deductible** - the period of time provided for by the Insurance Regulations or Contract, after which the period of insurance coverage begins;

**Medical expenses** - expenses for payment of medicines and medical services prescribed for the Insured in accordance with medical indications as a result of emergency medical care;

**Medical Transportation Costs** - expenses related to medical repatriation and evacuation.

**Medical Evacuation** - medical transportation to the nearest health care center on the territory of temporary stay, where an insured event had occurred, for the provision of medical care.

**Medical Repatriation** - medical transportation to the nearest international airport of the country of permanent residence.

**Internet Resource** - electronic information resource displayed in text, graphic, audiovisual or other form, placed on the hardware-software package, having a unique network address and (or) domain name and functioning on the Internet. The Internet resource of the Insurer can be found at: [www.nsk.kz](http://www.nsk.kz).

**Insurance certificate** is a document confirming the availability of a valid insurance protection in respect of the Insured and containing the information about the insurance coverage conditions for insurance risks covered, issued by the Insurer to confirm the insurance contract (insurance policy) made;

## **Article 2. Insurance Territory and Duration of the Contract**

- 2.1. Insurance Territory is the territory of those countries or the geographical limits specified in the Contract.
- 2.2. The Contract may specify both the host country and the region.
- 2.3. The maximum number of countries in the Contract is three, unless otherwise stipulated by the Contract.
- 2.4. In all cases, the territories of the Republic of Kazakhstan, the country of permanent residence of the Insured and the country of which the Insured is a citizen shall be excluded from the insurance territory.
- 2.5. The following shall be excluded based on the territory of the Contract:
  - the states on whose territory military operations are conducted, martial law is declared, a state of emergency is introduced, or civil wars are fought;
  - states subject to UN sanctions;
  - territories within which epidemic outbreaks are detected and recognized;
  - territories of states, visiting, with obvious probability, may harm people's health.
- 2.6. Insurance cover for all risks, if they are specified in the Contract, come into force from the date specified in the Contract as the effective date of the Contract, provided that the insurance premium is paid within the terms specified in Cl.3.1 Article 3 Section 1, unless otherwise stipulated by the Insurance Regulations.
- 2.7. The Contract is executed for the period and for the purpose of a specific trip (tourism, business trip, sports, training, etc. unless otherwise provided for in the Contract.
- 2.8. Insurance coverage in respect of the risk of medical expenses starts from the moment when the Insured/Policyholder crosses the state border entering the insurance territory, but not earlier than the entry into force of the Contract and continues during the period of validity of the insurance coverage specified in the Contract. The effect of insurance coverage with respect to this risk shall be terminated when the Insured crosses the state border leaving the insurance territory, or on the last day of operation of the Contract and duration of the insurance coverage specified in the Contract, whichever occurs earlier.
- 2.9. Duration of the Contract shall be limited to one trip, except for insurance case providing for multiple or long trips abroad during the period of insurance coverage specified in the Contract. At each entry into the insurance territory, the insurance period and the number of trips, unless otherwise agreed by the Insurance Contract, is automatically reduced by the number of days spent on this territory and trips, while insurance coverage shall be terminated after the Insured uses the insurance period and exhaustion of the number of trips specified in the Contract in full.
- 2.10. Insurance coverage in respect of the risk of loss/damage to baggage is valid during the trip and begins with the moment when the responsibility for keeping the luggage during its transportation has become the responsibility of the carrier.
- 2.11. Insurance coverage in respect of the risk of unforeseen expenses related to the cancellation of a trip starts from the date of signing the Contract but not earlier the insurance premium payment day. Insurance coverage with respect to such risk is only valid for the 1 (first) trip within the territory of the country of permanent residence of the Insured, and ends on the day of the planned date of departure specified in the Contract, but not later than the date of actual departure.
- 2.12. Operation of insurance coverage in respect of the risk of civil liability of the Policyholder (Insured) while staying abroad starts from the moment when the Policyholder/Insured crosses the state border, entering the insurance territory, but not earlier than the entry of the Contract into force and continues for a period of insurance protection specified in the Contract. The effect of insurance coverage with respect to this risk terminates when the Insured crosses the state border leaving the insurance territory or on the last day of operation of the Contract and the term of the insurance coverage specified in the Contract, whichever occurs earlier.
- 2.13. Operation of insurance coverage in respect of the risk associated with the loss of a passport starts from the moment when the Policyholder crosses the state border, entering the insurance territory, but not earlier than the entry of the Contract into force and continues for a period of insurance protection specified in the Contract. The effect of insurance coverage with respect to this risk terminates when the Insured crosses the state border leaving the insurance territory or on the last day of operation of the Contract and the term of the insurance coverage specified in the Contract, whichever occurs earlier.
- 2.14. Operation of insurance coverage in respect of the risk of having the opportunity to contact a lawyer in the event of one of the insured events, unless otherwise provided for by the Contract, begins when the Policyholder/Insured enters the insurance territory, but not earlier than entry of the Contract into force, and continues for a period of operation of insurance coverage, and shall be valid for one insured event under the

Contract with the limit specified in the Contract. The effect of insurance coverage shall be terminated when the Insured Person crosses the border of the Republic of Kazakhstan, leaving the insurance territory or on the last day of operation of the Contract and duration of the insurance coverage specified in the Contract, whichever occurs earlier.

2.15. If the Insured who is a resident of the Republic of Kazakhstan is outside the Republic of Kazakhstan as of the date the Contract is concluded, the all risks insurance cover shall take effect not earlier than 5 (five) calendar days from the date of the Contract.

### **Article 3. Insurance Premium and its Payment Procedure**

3.1. Insurance premium shall be paid by the Policyholder as a lump sum by cash to the Insurer's pay-office or by money transfer to the bank account of the Insurer **not later** the date specified in the Contract as the effective date of the Contract.

3.2. The amount of insurance premium shall be determined by the Insurer on the basis of the developed rates charged depending on the term of the contract, object insured, the nature of the insured risk and other data. The Insurer has the right to apply a multiplying and/or reduction coefficients to basic insurance tariffs (hereinafter referred to as corrective ratios);

3.3. The day of payment of the insurance premium shall be the day of receipt of money to the bank account of the Insurer.

3.4. In the event of non-payment of the insurance premium within the period stipulated by the Contract, insurance coverage in relation to the risks specified in this Contract shall not apply.

3.5. Currency of the sum insured, insurance premium and insurance benefit shall be tenge.

### **Article 4. Contract Execution Procedure**

4.1. The Contract is made:

- in writing by:
  - drawing up the insurance contract by the parties;
  - the Policyholder's joining to insurance regulations and issue of the Insurance Policy by the Insurer to the Policyholder, and if necessary, provision of the Insurance Certificate to the Insured.
- in electronic form by:
  - accession to the Insurance Regulations unilaterally and registration of the contract in the Insurer's Automated Information System;
  - accession to the Insurance Regulations unilaterally and registration of the contract on the Insurer's Internet resource.

4.2. To enter into the Contract, the Policyholder shall apply to the Insurer with a written application or fills out the appropriate form on the Internet site of the Insurer and informs (fills out) the data necessary for the execution of the Contract and for the assessment of the insured risk:

- Surname, name, patronymic of the Insured person(s), date of birth, place of residence,
- Passport number, date and issuing authority, IIN, economy sector code and residency;
- Purpose and term of a foreign trip, insurance territory.

4.3. If the Contract is lost, a duplicate is drawn up with payment by the Policyholder for the costs incurred by the Insurer in the amount of costs for its production.

4.4. A family or a group of persons of up to 6 (six) people traveling together may, at their request, enter into 1 (one) Contract, unless otherwise provided for by the Contract. The Contract specifies the sum insured for each Insured and for each object.

4.5. The Insurance Contract may be signed by the Insurer by signature facsimile reproduction by means of mechanical or other copying, or electronic signature.

4.6. When executing the Contract on the Insurer's Internet resource, payment shall be made by a bank card. After the payment is confirmed by the issuing bank, the Policy shall be considered as made.

4.7. When the Contract is executed in electronic form, a notification in the form of an Insurance Certificate is sent to the Policyholder's e-mail address, and the Policyholder may receive a written form of the Contract in the nearest NSK JSC office. The Insurer shall be entitled to verify the information under the Contract through the Personal Account on the Insurer's Internet resource at [www.nsk.kz](http://www.nsk.kz).

## **Article 5. Rights and Obligation of the Parties**

### **5.1 Insurer shall:**

- 1) inform the Insurance regulations to the Policyholder specified (besides, the Policyholder may independently read the Insurance Regulations on the Insurer's Internet-resource ([www.nsk.kz](http://www.nsk.kz)) under Section "Traveling Abroad").
- 2) In case the Policyholder/Insured or any other person who is the Beneficiary fails to provide all documents required for insurance payment, notify them in writing about the missing documents within 3 (three) working days from the date of submission of the last document;
- 3) pay insurance benefit or send to the Beneficiary a written motivated refusal to pay insurance benefits in accordance with the conditions established by the Contract.
- 4) compensate the Policyholder for the expenses incurred by them to reduce losses upon occurrence of an insured event;
- 5) ensure secrecy of insurance;
- 6) perform other actions stipulated by the Contract, Insurance Regulations and the legislation of the Republic of Kazakhstan.

### **5.2. Policyholder/Insured shall:**

- 1) read the Insurance regulations on the Insurer's Internet-resource [www.nsk.kz](http://www.nsk.kz)
- 2) pay insurance premium in due time and in full;
- 3) when entering into the Contract or filling out the form on the Internet resource of the Insurer, inform (fill out) all the information that is of interest to them for insurance purposes;
- 4) at the execution and during the validity period of the Contract, inform the Insurer of all operating or negotiated insurance contracts with regard to the Insured;
- 5) inform the Insurer about the state of insurance risk;
- 6) reimburse the Insurer's costs for issuing a duplicate of the Contract in the amount of 300 (three hundred) tenge
- 7) contact the round-the-clock help center of the Service Provider Company and inform about occurrence of an event that has characteristics of an insured event on the phones specified in the Insurance Contract in order for the Service Provider Company to provide the opportunity to promptly organize the necessary assistance, give the necessary recommendations, or agree on independent seeking of the necessary assistance and expenses, connected with the insured event.
- 8) If it is impossible to contact the round-the-clock help center of the Service Provider Company at the time of the insured event, do that at the first opportunity and present the Policy without paying for the services offered or rendered by third parties without obtaining an official confirmation of an officer of the round-the-clock help center of the Service Provider Company who had recorded the request in the Service Provider Company database.
- 9) assist representative of the Insurer in ascertaining the amount of loss, causes and other circumstances of the occurrence of the insured event;
- 10) repay to the Insurer the insurance benefit received in full or in part if within the period of statutory limitation period provided for by the legislation of the Republic of Kazakhstan such circumstance is detected which, under the laws of the Republic of Kazakhstan, the Insurance Regulations or the Contract, fully or partially deprives the Beneficiary/Policyholder of the right to receive insurance benefit;
- 11) not pay compensation, not recognize in whole or in part the claims made against them in connection with the occurrence of an insured event, and also not to assume any direct or indirect obligations to regulate such claims without the consent of the Insurer;
- 12) ensure safety and transfer to the Insurer of the necessary documents under the Contract, associated with the insured event, as well as documents, evidence and information required for the Insurer to exercise the right of claim for damages (subrogation) against the person responsible for the occurrence of the insured event;
- 13) comply with the prescriptions of the attending physician received during treatment, observe the regimen established by medical institution;
- 14) at the request of the Insurer undergo medical examination and present its results;
- 15) provide documents necessary for the payment of insurance benefit in Russian or the official language. If a document is made in a different language, at its own expense, provide the Insurer with a notarized translation of the document into Russian or the official language;
- 16) if the term of the insurance coverage exceeds the number of days of the Policyholder's stay in the insurance territory and/or the number of trips specified in the "Insurance coverage" "Number of trips" fields; mandatorily, on request of the Insurer/Service Provider Company, the number of days/traveling at the time

of seeking help is used up, by providing a copy of the travelling passport with the corresponding border control authorities' stamps on border crossings at the entry/exit; documents, which is the basis for the stay on the territory of occurrence of a reported event (travel country visa, residence permit, etc.);

- 17) If the Contract is terminated early as requested by the Policyholder due to the embassy's refusal to open a visa, the Policyholder shall submit the refusal of the embassy in writing (the original) to the Insurer before the date of the Contract commencement
- 18) perform other actions stipulated by the Contract, Insurance Regulations and legislation of the Republic of Kazakhstan.

5.3. Insurer shall have the right to:

- 1) request from the Policyholder the information necessary to establish the fact of the insured event and the circumstances of its occurrence;
- 2) verify the information and documents provided to it;
- 3) independently find out the causes and circumstances of an event that has characteristics of an insured event, including sending inquiries to competent authorities;
- 4) with the consent of the Policyholder handle cases in court for and on behalf of the Policyholder;
- 5) in the manner established by the legislation of the Republic of Kazakhstan, dispute the amount of claims against the Insurer;
- 6) in the event of an increase in risk, request the amendment of the terms of the Contract or payment of a surcharge insurance premium commensurate with the increase in risk. If the Policyholder objects to a change in the terms of the Contract or to the payment of a surcharge insurance premium, the Insurer shall have the right to request termination of the Contract in the manner prescribed by the Insurance Regulations and the Contract;
- 7) assess the damaged (destroyed) property of the aggrieved party;
- 8) engage an independent expert to assess the amount of damage to health and (or) property of the aggrieved party and to determine the amount of insurance benefit in the event of an insured event;
- 9) exercise the right of recourse against the person responsible for causing harm in cases stipulated by the Contract, Insurance Regulations and legislation of the Republic of Kazakhstan;
- 10) deny insurance benefit in full or in part on the grounds provided for by the Contract, Insurance Regulations and legislation of the Republic of Kazakhstan;
- 11) reduce the amount of insurance payment if the insured event occurred due to gross negligence of the Policyholder/Insured;
- 12) refuse to make insurance payments if the insurance contract is made in respect of one of the persons specified in Sub-clause 6.1 Article 6 Section 1 the Regulations.
- 13) Perform other actions that are in compliance with the current legislation of the Republic of Kazakhstan.

5.4. Policyholder (Insured) shall have the right to:

- 1) request from the Insurer the explanation of the insurance terms and Contract operation;
- 2) on the basis of a written request, receive a duplicate of the Contract in the event of its loss against reimbursement by the Insurer of expenses for its production in the amount of 300 (three hundred) tenge;
- 3) pay for medical services in cash, having previously agreed it with the Insurer/the Insurer's representative;
- 4) receive insurance benefit in accordance with the Contract or the Insurance Regulations upon occurrence of the insured event provided for in the Contract.
- 5) perform other actions that are in compliance with the current legislation of the Republic of Kazakhstan.

**Article 6. General Exclusions from Insured Events and Insurance Limitations**

6.1 The Contract may not be signed with the persons:

- whose age exceeds 75 years at the time of execution hereof, unless otherwise stipulated by the Contract;
- having medical contraindications for a trip abroad;
- have a disability group I, II.

6.2 Insurer shall have the right to deny insurance benefit partially or in full if the insured event occurred as a result of:

- 1) deliberate actions of the Policyholder, the Insured and/or the Beneficiary, aimed at the occurrence of an insured event or contributing to its occurrence, with the exception of actions committed in a state of necessary defense and emergency;



- 2) actions of the Policyholder, the Insured and/or the Beneficiary, recognized in accordance with the procedure established by regulatory instruments, to be intentional criminal or administrative offenses that are in causal connection with the insured event.

6.3 Insurer shall be released from payment of insurance benefit if the insured event resulted from:

- impact of a nuclear explosion, radiation or radioactive contamination;
- military operations;
- civil war, acts of terrorism, civil unrest and strikes of all kinds;

6.4 Grounds for denial of the Insurer of insurance benefit may also be the following:

- Policyholder providing the Insurer with knowingly false information about the insured object, insured risk, insured event and its consequences;
- deliberate failure by the Policyholder/the Insured to take measures to reduce losses from the insured event;
- receipt by the Policyholder of the appropriate compensation for loss under the property insurance from the person guilty of causing the loss;
- Policyholder/Insured/Beneficiary obstructing the Insurer in investigation of the circumstances of the insured event and in determining the amount of loss caused thereby;
- failure to notify the Insurer about occurrence of the insured event in the manner and within the timeframe established by the Contract;
- Policyholder's waiver of the right of claim against the person responsible for the occurrence of the insured event, and refusal to provide the Insurer with the documents necessary for the assignment to the Insurer and exercise of the right of claim. If insurance indemnity has already been paid, the Insurer shall have the right to request its repayment, in full or in part;

6.5 The Insurer shall not cover any risks not specified in Paragraph 1.4. Section 1 of the Contract, with the exception of the risk **"Insurance in case of loss or theft of a passport"**, this risk shall be covered by the Contract by default.

6.6 Exemption of the Insurer from insurance liability to the Policyholder due to their unlawful actions provided for in Art. 839 of the Civil Code of the Republic of Kazakhstan, Insurance Regulations and the Insurance Contract, shall at the same time release the Insurer from paying insurance benefit to the Insured or the Beneficiary.

## **Article 7. Terms of Amendment and Termination of the Insurance Contract.**

7.1 All amendments and alterations to the Contract shall be valid provided they are in writing and signed by authorized representatives of the parties.

7.2 The Contract shall be terminated in the following cases:

- 1) the end of the trip (travel, etc.) after crossing the border of the Republic of Kazakhstan, the country of permanent residence or of the citizenship of the Policyholder/the Insured, but not later than the expiry date of the Contract;
- 2) performance by the Insurer of the obligations to the Policyholder under the Contract, in full;
- 3) its expiry of the insurance coverage or contract;
- 4) liquidation of the Insurer/Policyholder - a legal entity in the manner established by the legislation of the Republic of Kazakhstan;
- 5) adoption by the court of a decision to invalidate the Contract;
- 6) in other cases, provided for by the legislation of the Republic of Kazakhstan.

7.2.1 The Contract shall be terminated early in the event of death of the Insured, with respect to this Insured Person after insurance benefit has been paid out in respect of expenses for medical repatriation of the body.

7.2.2 The Policyholder shall have the right to withdraw from the Contract at any time by notifying the Insurer thereof in writing.

7.2.3 If the Contract is terminated early as requested by the Policyholder or the Insurer before the date of commencement of the Contract, the Insurer shall return to the Policyholder 100% of the insurance premium paid.

7.2.4 In case of early termination of the Contract after the effective date of the Contract, upon request of the Insurer or the Policyholder on the grounds provided for in p. 1., Art. 841 of the Civil Code of the Republic of

Kazakhstan, the Insurer shall repay to the Policyholder part of the insurance premium calculated based on the following formula  $(IP - 40\% * SP) / N * n$ , where:

IP – Insurance premium paid,

N – duration of the Contract (in days),

n – unexpired period of the Contract (in days).

- 7.2.5 In the event of early termination of the Contract after the effective date of the Contract, at the request of the Policyholder, unless this is due to the circumstances specified in clause 1. Article 841 of the Civil Code of the Republic of Kazakhstan, or if insurance benefit has been paid for the benefit of the Policyholder/the Insured, insurance premium paid to the Insurer shall not be refunded.
- 7.2.6 In cases where termination of the Contract is caused by failure to fulfill its terms through the fault of the Insurer, the latter shall be obliged to repay to the Policyholder the insurance premium paid by them, in full.
- 7.2.7 When insurance benefits are paid in the amount of the sum insured for an individual insured risk, insurance coverage shall cease to apply to this insured risk.

## **Article 8. Subrogation**

8.1 The Insurer who paid insurance benefit shall be assigned, within the amount paid, the right of claim, which the Policyholder/Insured has against the person responsible for losses. The Policyholder shall transfer to the Insurer all documents and evidence upon receipt of insurance benefits and provide to them all the information necessary for the Insurer to exercise the right of claim assigned to them. The Insurer shall in any event have the right of claim against the person who had caused damage deliberately.

8.2 If the Policyholder/the Insured has waived their right to claim against the person responsible for damages recovered by the Insurer, or the exercise of this right became impossible due to the fault of the Policyholder/the Insured, the Insurer shall be exempt from insurance benefit in full or in the relevant part and shall have the right to request repayment of the excessively paid amount.

## **Article 9. Force Majeure**

9.1 A Party that has not performed or improperly performed its obligations under this Contract, shall not be financially liable for non-performance/improper performance of obligations, if it can prove that proper performance was impossible due to force majeure, i.e. extraordinary circumstances unavoidable under the given conditions.

9.2 Force majeure shall include, but not be limited to: floods, fires, earthquakes and other natural disasters, war or military action of any nature whatsoever, blockades, bans by public authorities.

9.3 A Party affected by force majeure shall notify the other Party about such circumstances within 3 (three) business days.

9.4 Force majeure must be confirmed by the relevant documents from competent authorities.

## **Article 10. Dispute Settlement Procedure**

10.1 Any disputes and/or controversies arising out of this Contract or in connection herewith shall be settled through negotiations. In the event of failure by the Parties to reach an agreement, any dispute, controversy or claim shall be finally settled in courts in accordance with the applicable legislation of the Republic of Kazakhstan.

## **Article 11. Special Provisions**

11.1. Any other issues not stipulated by the Contract shall be governed in accordance with the Insurance Regulations. In the event of any conflict between the Contract and the Insurance Regulations, the provisions of the Regulations shall apply.

11.2. Insurance benefit shall be paid in tenge. Payment of insurance benefit in a foreign currency shall be made on the terms and in the manner established by the legislation of the Republic of Kazakhstan on currency regulations.

- 11.3. By signing the Contract, the Policyholder gives their consent to the processing, use and storage of personal data submitted before and at the time of execution of the Contract, in compliance with the applicable laws of the Republic of Kazakhstan.
- 11.4. The regulations have been made in 3 (three) languages - Kazakh, Russian and English. In case of discrepancy of texts, the text of the Regulations in Russian shall prevail.

## **SECTION 2. INSURANCE OF MEDICAL AND MEDICAL TRANSPORTATION COSTS OF CITIZENS WHEN TRAVELING ABROAD.**

### **Article 1. Object Insured**

1.1 The object insured shall be the property interests of the Policyholder associated with the need to receive emergency medical and medical transportation assistance in the event of an insured event during their stay in the insurance territory.

### **Article 2. Insured Event, Sums insured Calculation Procedure**

2.1 The insured event is incurrence of the Insured's expenses in connection with them seeking help from doctors and/or medical institutions for receiving emergency medical assistance, obtaining medical services and/or purchasing medicines by the Insured related to:

- 1) acute pain;
- 2) burns, frostbite, acute poisoning, shock and injury;
- 3) high body temperature above 38°C;
- 4) convulsions, loss of consciousness, suffocation;
- 5) acute bleeding;
- 6) hypertensive, hypotonic crises;
- 7) acute allergic reaction (angioedema)
- 8) acute surgical conditions (abscesses, pararitiums, and other purulent processes requiring urgent surgical intervention);
- 9) an accident;
- 10) acute dental pain resulting from acute inflammation of tooth and/or surrounding tissues, or jaw injury resulting from an accident;

2.2 Events provided for as insured events shall be recognized as such if they occurred during the Insured's stay in the territory and during the period of insurance coverage.

2.3 Sums Insured Calculation Procedure.

2.3.1 Upon occurrence of an event that has characteristics of an insured event, and fulfillment of the notification requirement by the Policyholder/the Insured, of its occurrence in the manner and within the time limits stipulated in the Contract, the Insurer undertakes to make arrangements for the provision of medical care and medical transportation assistance and pay insurance benefit to cover the following expenses incurred by the Insured:

- 1) the cost of emergency medical care;
- 2) expenses to provide emergency ambulatory care;
- 3) expenses for medicines, for emergency medical reasons;
- 4) expenses for diagnostic tests;
- 5) expenses for emergency inpatient care for a period not exceeding 10 (ten) days;
- 6) expenses for emergency inpatient help in the amount of not more than 5 000 (five thousand) euros for one event on the territory of USA;
- 7) expenses for dental examination, X-ray examination, extraction or filing of teeth caused by the onset of acute toothache or injuries resulting from an accident, not more than 2 dental units for an amount not exceeding 50 (fifty) euros for each dental unit;
- 8) expenses related to the provision of medical and transportation assistance provided to the Insured (in the presence of medical feasibility with the necessary support) by any means to the nearest medical institution that allows the most qualified emergency medical care;

2.3.2 In the event that the doctor appointed by the Insurer in consultation with the local attending doctor determines that, according to their professional opinion, the patient's condition requires repatriation or evacuation

for medical reasons, to evacuate them to the country of permanent residence, the Insurer shall make arrangements for the evacuation under proper medical supervision in the shortest possible time. At the same time, the Policyholder/the Insured must refund the cost of the ticket (air, railway, motor, maritime transport), unused in connection with the occurrence of the insured event. If the doctor appointed by the Insurer, in consultation with the local attending doctor, determines that the patient's condition allows them to continue their journey without medical support, the Insurer shall only cover medical expenses related to the insured event. The cost of further accommodation and the purchase of air tickets shall not be refundable.

2.3.3 If the children of the Insured person under the age of 18 stay on the insurance territory unattended due to an accident with the latter, the Insurer shall pay for their travel to the country of permanent residence by economic class. However, the Insurer shall have the right to request from the Policyholder/the Insured the repayment of the cost of the unused air ticket (tickets) for children in connection with the occurrence of the insured event. In order to make the necessary preparations, the Policyholder/the Insured or their representative must contact the dispatch center of the Service Provider Company.

2.3.4 Costs (including legal formalization costs, autopsy, embalming, coffin required for international transportation) associated with the repatriation of the body (remains) of the Insured to the airport closest to the alleged burial site in the country where the Policyholder previously resided and with whom there is direct international communication.

2.3.5 The Insurer shall not bear the costs of ritual services, burial, or funeral repasts.

### **Article 3. Insurance Exclusions under Section 2. Insurance Limitations.**

3.1 The following shall not be deemed as insured events:

- 1) deterioration in the state of health or death of the Insured related to illnesses that existed prior to the beginning of insurance period, regardless of whether the treatment was administered or not, whether the Insured knew about it, or not, and the costs incurred and the costs incurred in relation to this treatment, or if the travel was contraindicated to the Insured for health reasons and/or could aggravate the course of the existing disease (cause its aggravation);
- 2) chronic diseases, any of their consequences and complications with the exception of sudden exacerbations threatening the life of the Insured.
- 3) infectious and parasitic diseases requiring isolation of the Insured and/or hospitalization to an infectious hospital and/or isolator, including tuberculosis, brucellosis, poliomyelitis, neuroinfection, smallpox, leprosy, rabies, tularemia, anthrax, foot and mouth disease, diphtheria, carrier of diphtheria pathogens, typhoid fever and paratyphoid SARS virus, hemorrhagic fevers, AIDS, HIV, atypical influenza strains and their consequences regardless of the clinical form and stage of the process.
- 4) Socially significant diseases and illnesses that are dangerous for others. The list of which is approved by the Order of the Minister of Health and Social Development of the Republic of Kazakhstan dated May 21, 2015, No. 367;
- 5) illnesses the treatment of which was approved by the Order of the Minister of Health of the Republic of Kazakhstan dated October 14, 2009 No. 526;
- 6) infectious diseases transmitted predominantly through sexual intercourse (chlamydia, trichomoniasis, gardnerellosis, mycoplasmosis, anal, genital herpes, etc.);
- 7) infectious diseases that could be prevented by advance vaccination and/or resulting from violation of the preventive quarantine measures by the Insured after contact with the carrier;
- 8) costs associated with injury and/or acute illness received by the Insured in an open water body (sea, oceans, rivers, dams, etc.), unless such additional risk is specified in the Contract.
- 9) systemic connective tissue diseases, systemic vasculitis amyloidosis;
- 10) congenital anomalies and malformations;
- 11) occupational diseases: chronic intoxications caused by exposure to chemical production factors (melanoderma, foundry fever, Teflon fever, pneumoconiosis, etc.), diseases caused by physical factors (vibration, ultrasound, electromagnetic radiation, electric welding, hyperthermia, laser, X-rays radiation, decompression);
- 12) acute and chronic radiation injuries;
- 13) sunburns and other acute changes in the skin caused by exposure to ultraviolet radiation, as well as fungal and dermatological diseases (other than infectious diseases), including allergic (except for

Quincke edema) and food dermatitis; psoriasis and its complications, mycosis, chicken pox; bites and burns of marine animals, burns from sea corals and marine vegetation;

- 14) diabetes mellitus (type I and II);
- 15) chronic renal and liver failure, including the conduct of extrarenal blood purification;
- 16) mental illness, epilepsy (primary and symptomatic) and their exacerbation, and behavioral disorders, including alcoholism, drug addiction, substance abuse, and related illnesses and injuries.
- 17) oncological diseases, oncohematological diseases;
- 18) benign tumors, hyperplastic processes, as well as complications caused by them;
- 19) deterioration in the state of health or death of the Insured, related to the intentional purpose of obtaining treatment in the insurance territory;
- 20) harm to health (deteriorating health) or death of the Insured associated with the performance of any form of dangerous activities/work, including horse racing, rafting, diving, motorbike, scooter, bicycle and snowboard racing, skiing, riding animals, racing and competition, professional or organized sports, mountaineering, requiring the use of ropes and wire leads, caving, jumping into the water from a springboard, and without, water skiing, water motorcycles, hiking/climbing, trekking, winter sports and any forms of flights, except as a passenger who paid a fare by a regular flight or a licensed charter flight on the established route, if the additional risk was not paid for by an additional insurance premium;
- 21) harm to health (deteriorating health) or death of the Insured caused by an accident resulting from the use of any vehicles, if operated by a person who does not have the right to drive this type of vehicle (driver's license, etc.) and also in the case of a traffic accident through the fault of the Insured;
- 22) harm to health (deterioration of health status) or death of the Insured caused by intentional self-infliction of bodily injuries (injuries), as well as exposure to unjustified risk (with the exception of trying to save another person's life);
- 23) deterioration of the health state or death of the Insured if the Insured has signs of using alcohol-containing, narcotic, toxic substances and / or psychotropic / psychoactive substances. The fact of proof of the absence of use of the above substances lies with the Insured;
- 24) treatment of infertility, impotence, selection of contraception, artificial insemination methods;
- 25) disease of the heart, blood vessels, nervous system, requiring surgery, including installation of cardiac pacemakers, except for conservative treatment, even if there are medical indicators therefor;
- 26) plastic surgery, orthopedics, except for recovery and/or correction after an accident that occurred during the validity of the Contract;
- 27) acute poisoning with alcohol and its surrogates, narcotic drugs;
- 28) an individual post at the patient's bedside, the care of relatives or a nurse for the Insured in a hospital at home or in a hotel;

### 3.2. The following shall not be covered by insurance for emergency and medical transportation assistance:

- 1) costs of evacuation/repatriation in the event of minor illnesses or injuries which, in the opinion of the Insurer designated medical consultant, amenable to local treatment and do not prevent continuation of the Insured's trip;
- 2) expenses in respect of any evacuation and/or repatriation, not organized by the Insurer, as well as expenses incurred as a result of voluntary refusal of the Policyholder/Insured by evacuation/repatriation in the country of residence in cases where it is prescribed for medical reasons;
- 3) costs associated with plastic and reconstructive surgery, and all kinds of prosthetics, including dental, ocular and osteoplasty, as well as expenses for payment for surgical interventions on the heart and blood vessels (angiography, angioplasty, stenting, shunting, coronary artery bypass grafting, etc.) acquisition of pacemakers and other medical devices used during angiography or surgical procedures on the heart and blood vessels (sets for angiography, angioplasty and stenting, etc.) etc. same on medical indications for their carrying out, transplantation of organs and/or tissues, plastic surgery extracorporeal treatments;
- 4) in case of impossibility to separate the cost of manipulation from the overall invoice account or medical products specified in Subparagraph 3 Paragraph 3.2 Article 3 of this Section, their cost is taken as equal to two days of hospitalization (the day of the operation and the subsequent one) and shall be deducted from the sum of the final invoice for hospitalization;
- 5) costs associated with the selection, repair and purchase (provision) of glasses, contact lenses of hearing aids, the acquisition of prosthetic and orthopedic means, including materials for osteosynthesis

(plates, screws), bandages, glucometers and other medical devices and apparatus, Biologically active additives;

- 6) expenses for treatment of speech impairment; removal of sulfur plug, and the consequences of water ingress into the ears;
- 7) costs for the examination for the purpose of preparing medical documentation for travel abroad, for the right to carry weapons, to manage transport, to visit sports and health facilities
- 8) expenses related to the provision of services that are not necessary from a medical point of view, or with treatment not prescribed by a doctor; costs of examinations, tests, medications that are not necessary to diagnose and / or to treat an acute illness or injury as a result of an accident that is an insured event, as well as with changes at the Insured's discretion (contrary to the recommendations of the medical doctor appointed by the Insurer used in treatment of such an acute illness or injury as a result of an accident;
- 9) in the event that the Insured refused to receive medical assistance or hospitalization offered by the Insurer (or his appointed representatives/doctor) in the event of an insured event, the Insurer shall have the right to deny insurance benefit for such an insured event, or to cover expenses for such insured event or in connection with such an insured event upon when the insured person subsequently seeks medical assistance, or for reimbursement of expenses;
- 10) expenses related to treatment using non-traditional methods (alternative medicine methods) of all kinds;
- 11) expenses for medical massage, exercise therapy, manual therapy, acupuncture and hirudotherapy;
- 12) expenses for extended treatment, resort, therapeutic or guardianship care;
- 13) expenses related to pregnancy (including complications) and abortion as well as menstrual cycle disorders;
- 14) expenses related to childbirth and obstetrics;
- 15) expenses associated with any preventive examination, general medical check-ups, vaccinations;
- 16) costs associated with hospital treatment for more than 10 (ten) days;
- 17) Expenses for inpatient help in the amount of not more than 5 000 (five thousand) euros for one event on the territory of USA.
- 18) costs associated with treatment of acute dental pain more than 2 dental units for an amount exceeding 50 (fifty) euros for each dental unit.
- 19) expenses associated with the intentional purpose of obtaining treatment on the territory of insurance;
- 20) costs or other liability in connection with the immunodeficiency virus, including AIDS and its consequences (complications);
- 21) expenses incurred as a result of military service of the Insured in the armed forces of any country;
- 22) incurred non-medical expenses, for example, telephone conversations, except for telephone / facsimile communications with the Insurer or the representative of the Insurer (within KZT 10,000 (ten thousand) due to the occurrence of the insured event;
- 23) expenses associated with the provision of additional convenience and comfort, namely: a 1-2-bedded ward, a luxury room, a TV, a telephone, an air-conditioner, a humidifier, a hairdresser, a massage therapist, a cosmetologist, an interpreter services, etc., as well as transfer to a more expensive clinic at the request/demand of the Insured;
- 24) expenses associated with the commission or attempt to commit an unlawful act that, in accordance with the current legislation of the country of temporary residence, entailed an administrative penalty or criminal prosecution against the Insured;
- 25) costs, other liabilities related to the disease or the consequences (complications) of viral hepatitis, excluding hepatitis "A" and "E";
- 26) costs associated with the treatment and/or care of the Insured by their relatives, regardless of whether they are certified health care professionals;
- 27) expenses associated with the provision of services by a medical institution (doctor) who does not have the appropriate license, or if the license was suspended at the time of the provision of medical assistance;
- 28) expenses associated with the provisions of medical care to the Insured if such care was provided by a sports team doctor or provided by the organizers of competitions or training camp, in case of traveling abroad for the purpose of participating in sports competitions and training camps;

- 29) expenses incurred after the occurrence of an accident that occurred prior to the beginning of the insurance period and at the expiration of the insurance period, as well as expenses that were incurred after the return of the Insured to the country of permanent residence;
- 30) expenses incurred during the period of the Contract, but which were the direct result of military operations, war with another country, the occupation of the territory, an act of aggression, armed incidents (regardless of whether the war was declared), civil war, rebellion, revolution, strikes, civil unrest, military coup or usurpation of power, sabotage by groups or individuals acting on behalf of political organizations or interacting with them, conspiracy against the existing de jure or de facto government or any authority;
- 31) expenses incurred by the Insured as a passenger in auto-railroad travel and air flights by any mode of transport not owned by a registered carrier;
- 32) expenses related to compensation for moral damage, loss of profit and payment of a penalty;
- 33) transportation costs not related to emergencies;
- 34) other expenses not related to the occurrence of events provided for in Article 2 of paragraph 2.1 of the Regulations.

#### **Article 4. Actions of the Policyholder/Insured upon occurrence of an event having characteristics of an insured event.**

4.1 Upon the occurrence of an event that has characteristics of an insured event, the Policyholder/the Insured (their representative) must immediately notify the service provider company or the Insurer, by the phones specified in the Contract, prior to receiving medical services (with the exception of emergency medical assistance), in order to coordinate the process of seeking medical care and/or medical transportation assistance and the costs associated with it. The following should be reported:

- name and surname of the Insured;
- contract number;
- description of the circumstances of the incident and the nature of the assistance required;
- location of the Insured and contact phone number for feedback.

4.2 In case if it is impossible due to health reasons of the Insured to notify, the Policyholder/the Insured (their representative) must notify the service provider company or the Insurer within 12 hours on the phones specified in the Contract. The Insurer, upon recognition of an event as an insured event, shall reimburse expenses within 70% of the paid amount (payments).

4.3 It is also necessary to send a copy of the Contract to the service provider company or an electronic version of the contract if the Contract was purchased on the Insurer's website and the passport with a page indicating the period of the Insured's stay in the insurance territory.

4.4 Payment of telephone calls of the Policyholder/the Insured (their representative) associated with the occurrence of the insured event shall be made by the Insurer upon presentation of a printout of telephone conversations.

4.5 In case of failure to comply with the above conditions by the Policyholder/the Insured, the Insurer shall not cover expenses in connection with the insured event, and shall not make settlements with medical institutions and the Policyholder/the Insured.

4.6 For the organization of medical transportation to a permanent place of residence, in addition to the above, the following conditions must be met:

- 1) within 3 (three) days from the date of occurrence of the insured event, the Insured (their representative) must provide the following to the service provider company or the Insurer - the name, address, telephone number of the attending physician (or clinic);
- 2) the medical team of the service provider company must have free access to the Insured to verify their condition. If this condition is not fulfilled through the fault of the Insured, then they shall be deprived of the right to receive medical care for this risk;

#### **Article 5. List of documents confirming occurrence of an insured event and the extent of damage.**

5.1 In the event that the Insured has paid for medical services in cash, having agreed with the service provider company or the Insurer, the Policyholder/the Insured shall provide the following documents to the Insurer as the proof of occurrence of the insured event:

- 1) statement of the insured event with a detailed description of the circumstances of the insured event;

- 2) original Contract;
- 3) copy of the identity document (passport, identity card of a stateless person), IIN;
- 4) original fiscal checks;
- 5) original formal sale receipts, invoices, receipts for payment indicating the name of each medicine, procedure, doctors' appointment, their quantity and cost;
- 6) prescriptions of the attending physician for medications, procedures, appointments with doctors for which bills were issued;
- 7) originals medical reports.
- 8) original documents confirming expenses for specialized medical transport;
- 9) documents confirming the call to the service provider company (printouts of telephone conversations)
- 10) other documents required by the Insurer as evidence supporting the amount of expenses incurred;
- 11) notarized translation of documents into Russian or state language;
- 12) documents of competent authorities confirming the fact, the circumstances of the insured event.

5.2 Insurance claim for the insured event must be submitted to the Insurer in writing within 5 (five) calendar days from the moment of arrival to the territory of the Republic of Kazakhstan.

## **Article 6. Procedure, terms and timing of insurance benefit payout**

6.1 If the Insured has used medical services organized through a service provider company, the service provider company shall send an invoice with supporting documents directly to the Insurer, who will settle the loss and make settlements.

6.2 In the event that the Insured pays for the expenses on their own, the Insurer shall reimburse them for these expenses in compliance with the requirements provided for in the Regulations and/or the Contract.

6.3 The calculation of the insurance benefit shall be made on the basis of original bills and receipts at the rate of foreign currencies of the National Bank of the Republic of Kazakhstan, established at the time of the Contract. In the event that the foreign currency exchange rate of the National Bank of the Republic of Kazakhstan on the day of insurance payment exceeds the rate established at the time of the Contract, insurance benefit shall be calculated at the rate established at the time of entering into the Contract.

6.4 Insurance benefit shall be paid no later than 15 (fifteen) business days from the date the Insured submits the last of the documents specified in the Contract.

6.5 In the event of an insured event, the Insurer shall be liable in the amount of actual expenses, but not more than the sum insured provided for by the Contract. In the event of insurance benefit pay out, the Insurer shall continue to be liable until the end of the Contract validity period within the difference between the relevant sum insured stipulated by the Contract and the amount of insurance benefits paid thereunder unless otherwise stipulated by the Contract.

6.6 In the event that the terms of the Contract provide for an unconditional deductible, the damage in all cases shall be reimbursed after deduction of the established amount. And if the amount of damage does not exceed the amount of the deductible, insurance benefit is not paid.

6.7 Insurance benefit shall be paid by money transfer to the Beneficiary's bank account.

6.8 For late payment of insurance benefit, the Insurer shall pay a penalty to the Policyholder/the Insured/epy Beneficiary in the amount provided for in Article 353 of the Civil Code of the Republic of Kazakhstan.

## **Article 7. Denial of Insurance Benefit**

7.1. The Insurer shall have the right to partially or completely deny insurance benefit payout in the following cases:

- 1) Violation by the Policyholder/the Insured of the terms of the Contract, Regulations and current legislation of the Republic of Kazakhstan;
- 2) If the Policyholder/the Insured had the opportunity in the manner established by the current legislation of the Republic of Kazakhstan, but did not submit within the time limit established by the Contract, the documents and information necessary to determine the reasons, the nature of the insured event and its connection with the result (consequences), or presented knowingly false evidence;
- 3) Failure by the Policyholder/the Insured to take measures to eliminate the facts detected by the Insurer, which increase the probability of occurrence of the insured event;



- 4) If the Policyholder knowingly pursued the goal of obtaining undue benefits at the time of execution of the Contract, including signing it after the occurrence of the insured event;
- 5) Provision of inaccurate/false information to the Insurer by the Policyholder at the conclusion of the Insurance Contract. The Policyholder's provision of inaccurate information about the location of the Insured at the time of the conclusion of the Insurance Contract (being in the territory of the Republic of Kazakhstan or abroad) shall be a reason to refuse to make the insurance payment.
- 6) For other reasons stipulated by the legislation of the Republic of Kazakhstan, the Contract and the Regulations.

## **SECTION 3. LUGGAGE INSURANCE**

### **Article 1. Object Insured**

1.1. The object insured shall be the property interests of the Insured related to the loss of or damage to luggage (hereinafter referred to as "luggage" or "property") of the Insured during travel, when the responsibility for the safety of luggage during its transportation was transferred under the responsibility of the carrier.

1.2. The validity of the terms and conditions of luggage insurance shall apply to all the luggage of the Insured, except for the following property:

- 1) money, jewelry, securities, bank cards, discount cards and other cards;
- 2) precious metals in ingots, precious and semiprecious stones without rim;
- 3) antique and unique products, works of art and collectibles (collections of any homogeneous objects (stamps, calendars, icons, plants, etc.), representing both scientific, historical or artistic interest, and collected for amateur purposes);
- 4) travel documents, passports and any kinds of documents, slides, photographs, film copies;
- 5) manuscripts, designs, schemes, drawings, models, business papers;
- 6) any type of prosthesis;
- 7) contact lenses;
- 8) wrist watches and pocket watches;
- 9) animals, plants and seeds;
- 10) vehicles, motorcycles, bicycles, air and water transport, as well as spare parts (any components, parts and accessories) to them;
- 11) objects of religious worship.

1.3. Terms and conditions of luggage insurance also apply to sports equipment, except for cases when it is used by the Insured for its intended purpose during sports activities.

### **Article 2. Insured Event.**

2.1 An insured event shall be actual occurrence, a sudden, unforeseen and unintentional event that resulted in loss (loss, total loss) or damage to the checked-in luggage that was turned over to the carrier.

2.2 The fact of loss of or damage to luggage, which was not reported to the officials of the airline, sea line or other carrier, within 24 hours from the moment of discovery of the fact of loss or damage to luggage shall not be recognized as an insured event.

### **Article 3. Sums Insured Calculation Procedure**

3.1 The sum insured for luggage insurance shall be established by the Insured under an agreement with the Insurer and is specified in the Contract.

3.2. The sum insured specified in the Policy shall be the maximum amount that can be paid by the Insurer under the policy. The sum insured under the policy shall be reduced by the amount of payment for each claimed insured event.

### **Article 4. Insurance Exclusions under Section 3. Insurance Limitations.**

4.1 Insurance shall not cover:

- 1) damage or expenses caused by delay in delivery or special properties or natural qualities of the insured luggage, ordinary wear and tear, natural deterioration in quality, mold and rodents;
- 2) damage caused by an electrical or mechanical malfunction of audio or video equipment and other similar items, except in cases when it is caused by a fire or accident involving a motor vehicle, railway, sea or aircraft carrying such items;

- 3) breaking of or damage to alcoholic beverages, as well as products made of faience, porcelain, glass, musical instruments and other fragile items, except when caused by fire, theft or accident involving a motor vehicle, railway, waterway or aircraft carrying such items;
- 4) damage caused by consumables, acids, paints, aerosols, drugs and any liquids carried in the luggage, as well as damage caused thereby.
- 5) seizure, confiscation, requisition, or destruction of the insured property (luggage) upon the order of the state bodies.

**Article 5. Actions of the Policyholder/Insured upon occurrence of an event having characteristics of an insured event.**

5.1 Upon occurrence of an event that has characteristics of an insured event, the Policyholder/the Insured shall:

- 1) within 24 hours from the moment of detection of the fact of loss of or damage to the luggage, inform the officials of the carrier, airport, railway station under whose responsibility the checked luggage was placed;
- 2) properly draw up their claims to the carrier, obtain a document confirming loss or damage of the luggage and a document confirming the amount of damage to the property in case of loss or partial damage to the luggage, from the carrier's officials;
- 3) prior to the decision by the Insurer on the payout of insurance benefit or denial thereof, preserve the affected property in the state in which it was after occurrence of the insured event, unless this could result in an increased damage. The Policyholder shall have the right to restore/destroy the property before the specified moment only with the prior written consent of the Insurer;
- 4) to the extent that this is possible for the Policyholder, ensure participation of the Insurer in examining the damaged property and determining the extent of the damage caused;
- 5) provide the Insurer with all the information and documentation available to them, providing insights into the causes, course and consequences of the insured event, the nature and extent of the damage caused;
- 6) bear the burden of proving occurrence of the insured event, as well as the losses caused thereby, including the costs of payment for the expert examination, the experts' travel to the scene, the engagement and advice of specialists (if necessary), collection of the necessary documents, etc.

**Article 6. List of documents confirming occurrence of the insured event and the amount of losses**

6.1 The following shall be attached to the insurance claim:

- 1) original Contract;
- 2) original documents confirming occurrence of an insured event with a notarized translation into Russian and the official language;
- 3) a document confirming the loss of or damage to the luggage and a document confirming the amount of damage to the property in case of loss or partial damage to the luggage from the carrier's officials with a notarized translation into Russian and the official languages;
- 4) a receipt for the baggage;
- 5) an act issued by the carrier on the loss or damage to luggage;
- 6) list of the lost or damaged property of the Policyholder/the Insured;
- 7) documents confirming the expenses incurred by the Policyholder/the Insured in order to prevent or reduce losses in the event of an insured event, if any.
- 8) a passport or an ID of a stateless person with border control stamps on the crossing of the State Border of the Republic of Kazakhstan;
- 9) copy of the customs declaration, certified by the authorized body with indication of the lost/damaged property;
- 10) other documents necessary to establish the circumstances of occurrence of the insured event and the losses caused thereby.

6.2 At the request of the Insurer, the Policyholder/the Insured shall provide additional documents and/or information if their absence makes it impossible to determine occurrence of the insured event, its consequences and the amount of damage caused.

## **Article 7. Procedure, terms and timing of insurance benefit payout.**

7.1 Payment of insurance compensation shall be made in KZT equivalent to \$40 per kilogram of the lost luggage, but not more than the sum insured, unless otherwise provided for by the Contract.

7.2 If the Insured has received compensation from third parties for lost luggage the Insurer shall only pay the difference between the amount payable under the Insurance Contract and the amount received from third parties. The insurer shall pay out insurance benefit or sends to the Insured a written motivated refusal to effect insurance payment within 15 (fifteen) banking days from the day of receipt of all necessary documents.

## **SECTION 4. INSURANCE OF COSTS ASSOCIATED WITH A CANCELLATION OF AN INTERNATIONAL TRAVEL.**

### **Article 1. Object Insured**

1.1 The object insured shall be the property interests of the Insured related to the costs incurred due to inability to travel outside the territory of the Republic of Kazakhstan.

### **Article 2. Insured Event**

2.1 Insured event is an event that has occurred, provided by the Contract, with the onset of which the Insurer incurs an obligation to pay out insurance benefit.

2.2 An insured event shall be Insurer's inability to make a tourist trip abroad of the Republic of Kazakhstan that took place during the validity period of the Contract and confirmed by documents issued by competent authorities, due to:

- 1) deaths, illnesses, injuries of the Insured or of their close relative, as well as their spouse, that had occurred during the period not earlier than the date of the Contract, before the date of departure specified in the tourist permit (travel document) and subject to the necessity of inpatient treatment;
- 2) damage to or loss of property of the Insured due to fire or unlawful acts of third parties arising during the period of insurance coverage, which was the objective reason for not being able to make a trip;
- 3) receiving an urgent call for execution of military duties by the Insured.

2.3 In this case, the insured event shall be recognized as such if cancellation of the trip occurred on the territory of the Republic of Kazakhstan and insurance benefit shall be made on the first occurrence of the insured event.

### **Article 3. Sums Insured Calculation Procedure**

3.1 The sum insured means the expenses actually incurred by the Insured to purchase a package of travel services and/or travel documents.

### **Article 4. Insurance Exclusions under Section 3. Insurance Limitations.**

4.1 Insured events shall not include the events that caused the Insured person's inability to make a tourist trip abroad of the Republic of Kazakhstan due to:

- 1) intention or gross negligence of the Policyholder/the Insured;
- 2) alcoholic, narcotic or other intoxication of the Insured;
- 3) suicide (attempted suicide) of the Insured;
- 4) epidemics, quarantines, weather conditions;
- 5) liquidation of a tourist organization;
- 6) failure to fulfill or improper fulfillment of obligations by the tourist organization and its counterparties;
- 7) force majeure circumstances or a natural disaster.
- 8) Policyholder (Insured) committing unlawful acts that are in direct causal relationship with the occurrence of the insured event.

4.2 Also, any cancellation of a trip that was contraindicated to the Insured for health reasons and because of the following shall not be treated as an insured event:

- 1) exacerbation of chronic diseases, mental disorders or mental illness;
- 2) the state of pregnancy, except in cases of sudden complications (in all cases, the gestational age should not exceed three months);
- 3) scheduled hospitalization.

**Article 5. Actions of the Policyholder/Insured upon occurrence of an event having characteristics of an insured event.**

5.1 Upon occurrence of an event having characteristics of an insured event, the Policyholder/the Insured/the Beneficiary (their representative) or their successor shall notify the Insurer in writing not later than 3 (three) calendar days from the occurrence of the insured event. The report must specify the nature and circumstances of the occurrence of the insured event. The report must be accompanied by all documents necessary to establish the nature of the insured event, as well as payment documents showing the costs incurred from the travel company, the carrier company, the contract for the provision of tourist services (if any).

5.2 If it is impossible to travel outside the territory of the Republic of Kazakhstan due to damage to the property of the Insured as a result of a fire, damage to the property of the Insured by third parties only if such damage to property objectively prevents the Insured from making a previously scheduled trip outside the territory of the Republic of Kazakhstan.

**Article 6. List of documents confirming occurrence of the insured event and the amount of losses**

6.1 If the inability to travel outside the territory of the Republic of Kazakhstan is due to death, illness or injury of the Insured, as well as persons specified in in Subparagraph 2) Paragraph 2.2 Article 2, Section 4 of the Regulations, the Beneficiary must submit to the Insurer:

- 1) a notarized copy of death certificate;
- 2) medical report on a disease or injury;
- 3) documents confirming the relationship of the Beneficiary with the Insured or with a person because of whom the Insured cannot make a trip;
- 4) documents from competent authorities;
- 5) Original Contract;
- 6) Original documents confirming occurrence of the insured event.

6.2 Upon request of the Insurer, the Policyholder/the Insured shall be required to provide additional documents and/or information if their absence makes it impossible to determine the occurrence of the insured event, its consequences and the amount of damage caused.

6.3 The Insured undertakes to provide the Insurer with the opportunity to conduct medical examination of themselves or a person because of whom the Insured cannot make a trip.

**Article 7. Procedure, terms and timing of insurance benefit payout.**

7.1 The insurer shall, within the limits of the um insured, cover the actual losses incurred by the Insured in connection with the failure of the latter to travel on a planned trip outside the territory of the Republic of Kazakhstan. The amount of expenses incurred shall be established upon presentation of the relevant documents from the travel company, which allows determining the amount of withheld money of the Insured as the penalties set in the contract for the provision of tourist services.

7.2 Insurance benefit shall be paid made within 15 (fifteen) banking days from the date of receipt from the Policyholder of the last of the documents provided for in the Contract.

**SECTION 5. POLICYHOLDER'S (INSURER'S) THIRD PARTY LIABILITY INSURANCE FOR THE PERIOD ABROAD.**

**Article 1. Object Insured.**

1.1 The object insured shall be the property interests of the Insured related to the obligation of the Insured in accordance with the procedure established by the legislation in force in the insurance territory to compensate for harm to life/health and/or damage to the property of third parties (the "Victims"/"Beneficiaries") as a result of unintentional and unintentional acts of the Insured.

**Article 2. Insured Event.**

2.1. The insured event in which the Insurer shall be obliged to pay out insurance benefit to the Beneficiary shall be the fact of the Insured Person's liability for causing harm to life/ health and/or damage to property of third parties to the Insured, which makes the Insured obliged to reimburse such damage (harm) based on the legislation in force on the territory of insurance.

2.2. At the same time, the Insurer's obligation to pay insurance benefit only arises in case of unintentional and unintentional injury to third parties on the territory stipulated in this Contract and during the period stipulated by this Contract, and entailing:

- 1) harm to life and (or) the health of third parties;
- 2) destruction of or damage to property owned by third parties.

2.3. The fact of liability of the Policyholder (the Insured) for causing harm and damage to the Aggrieved party may be established on the basis of the insurer's acknowledgment of the claims of the Aggrieved Party for compensation of harm as justified and the consent of the Insurer with the acknowledgment of such claims by the Insured, or on the basis of effective court ruling on compensation for harm caused by the Policyholder/the Insured to the victim.

### **Article 3. Expenses reimbursed by the Insurer.**

3.1 When the insured event against the insured civil liability of the Insured occurs during the trip, the Insurer shall reimburse:

- 1) direct real property damage caused by the Insured to a third party as a result of damage (destruction), loss of property owned by such third party as a property (or on other grounds provided for by legislation in force in the insurance territory), within the real value of the property or the cost of its restoration (repair);
- 2) physical harm caused to a third party, within the limits of:
  - a) the amount of expenses required for medical treatment;
  - b) the amount of part of the earnings, which in the event of death of the Victim, their dependents had lost - in the event of death of the victim;
  - c) the amount of expenses incurred for burial - in case of death of the victim through the fault of the Insured.

3.2 In any case, the amount of compensation in the insured event provided for in clause 2.1 Article 2 Section 5 of the Regulations may not exceed the limit of indemnity by the Insurer based on the amount of such expenses established in the Contract.

3.3 At the same time, the Insurer's obligation to pay insurance indemnity only comes in case of unintentional infliction of harm to third parties by the Insured, on the territory stipulated in the Insurance Contract and during the period (stipulated in the insurance contract) of their stay outside the permanent place of residence.

### **Article 4. Insurance coverage exclusions**

4.1 Insurance shall not cover the following:

- 1) any claims for damages exceeding the amount of the sum insured or not covered by the insurance contract;
- 2) claims for compensation for damage caused outside the territory of insurance established when entering into an insurance contract;
- 3) claims of the Policyholder/the Insured who caused harm intentionally. Intentional harm is equated with the act or omission in which a possible injury is expected with a sufficiently high probability and is deliberately allowed by the person responsible for such actions.
- 4) any claims for compensation for damage caused by a nuclear explosion, nuclear reaction, radioactive or other contamination, radioactive contamination, exposure and other consequences of activities related to the use of nuclear fuel, as well as any environmental pollution;
- 5) any claims or suits for protection of honor and dignity, as well as other similar claims for compensation for harm caused by dissemination of information that does not correspond to reality and damages the reputation of citizens, organizations or other persons;
- 6) any claims related to the responsibility for the operation or other use of: aircraft, helicopters or other manned or unmanned flying objects, established by the current legislation of the host country of the Policyholder (the Insured) or the Republic of Kazakhstan; sea or river vessels or other floating objects; motor and mototransport, which are allowed for traffic on public roads only subject to official registration and which must have state license plates;
- 7) claims by the persons whose liability is insured under the same insurance contract (including claims of the Policyholder and the Insured), against one another;
- 8) any claims for compensation for damage caused in connection with war or military operations, regardless of whether the war was declared or not, civil war, insurrection, insurrection, popular unrest, the operation of

mines, bombs, other weapons of war, operations of armed formations or terrorists, any political organizations and persons acting in connection with them, confiscation, requisition, seizure, destruction or damage to property at the disposal of state bodies and any political organizations;

9) claims resulting from infection with a venereal disease and /or AIDS;

10) any claim arising from insolvency of the Policyholder (the Insured);

11) losses incurred as a result of imposition of fines, collection of penalties and other sanctions (be it civil, administrative, criminal or contractual);

12) claims for compensation for non-pecuniary damage;

13) claims arising in connection with the fact, situation, circumstance, error or insured vent that were known to the Policyholder (the Insured) on the effective date of the insurance contract, or that the Policyholder (the Insured) should have anticipated that they could lead to a claim against them;

14) damage or harm caused by an act or omission of the Policyholder (the Insured) in a state of intoxication of any form caused by the use of alcohol, narcotic drugs or other intoxicating substances or the use of medicines for non-medical purposes;

15) claims for compensation for damage related to infringement of intellectual property rights;

16) indirect losses of third parties, which include: increased costs and loss of revenue caused by idle production, activities, etc. as a result of an insured event;

17) damage to or loss of property belonging to the Policyholder (the Insured) by proxy, or transferred to them for care or management, for carrying out trade, professional or business activities;

18) damage associated with the implementation of the professional activities of the Policyholder (the Insured) under an agreement or contract.

19) carrying out of professional (labor) activity of the Insured under a labor or civil law contract;

20) liability of any kind arising directly or indirectly or partially, as a result of pollution of the atmosphere, water or soil and other pollution of the natural environment;

21) any internal family relationships of the Insured in relation to members of their family;

22) damage or loss of property belonging to the Insured and members of their family.

## **Article 5. Actions of the Policyholder/Insured upon occurrence of an event having characteristics of an insured event. Insurance Benefit Payment Procedure.**

5.2 For the payment of insurance compensation, the Insured shall provide the Insurer with the following documents:

1) insurance claim for insurance compensation in the Form established by the Insurer;

2) Original Contract;

3) Decision of the judicial authority in respect of the Insured or the Insurer, establishing their liability to reimburse the third parties, specifying the amounts subject to reimbursement in connection with the occurrence of the insured event.

5.3 At the request of the Insurer, the Policyholder/the Insured shall be required to provide additional documents and(or) information if their absence makes it impossible to determine occurrence of the insured event, its consequences and the amount of damage caused.

5.4 If at the time of occurrence of the insured event the civil liability of the Insured has also been insured with other insurance organizations, the Insurer shall only pay insurance compensation in the amount proportional to the ratio of the liability limit under the contract entered into by them, to the total amount of obligations under all insurance contracts for the said civil liability entered into by the Policyholder.

5.5 In cases where the harm caused is compensated by other persons, the Insurer shall only pay the difference between the amount to be reimbursed under the insurance contract and the amount compensated by other persons.

5.6.1 The insurance compensation shall be paid out within 15 working days after the Insurer provides all necessary documents and subject to the settlement of all questions about the fact, reasons and amount of damage confirming occurrence of the insured event.

## **SECTION 6. INSURANCE AGAINST PASSPORT LOSS OR THEFT.**

## **Article 1. Object Insured.**

- 1.1. The object insured shall be the property interests of the Insured related to the loss of the passport of the Insured during a trip, when the insured is outside the Republic of Kazakhstan.
- 1.2. this Section applies directly to the insured.

## **Article 2. Insured Event.**

- 2.1. An insured event shall be actual occurrence of a sudden, unforeseen and unintended event, which resulted in the loss or disappearance of the passport of the insured.
- 2.2. The fact of loss or disappearance of a passport, which was not reported to the service provider company (Assistance) or to the Insurer, shall not be treated as an insured event.

## **Article 3. Sums Insured Calculation Procedure**

- 3.1. When insuring loss of the passport, the sum insured cannot exceed the actual expenses incurred by the Insured in connection with the loss of the passport.
- 3.2. The Insurer shall cover any transportation costs associated with a trip to the nearest Embassy/Consulate of the Republic of Kazakhstan or another country that provides consular assistance to citizens of the Republic of Kazakhstan. In this case, the insurance payment shall be made within Euro 300 (three hundred).

## **Article 4. Insurance Exclusion. Insurance Limitations.**

- 4.1. Insurance shall not cover:
  - 1) Damage or expenses caused by wear, natural deterioration in quality, damage caused by mold and rodents;
  - 2) Seizure, confiscation, requisition of the passport by an order of authorized officials and state bodies both in the territory of the Republic of Kazakhstan and in the territory of insurance.
- 4.2 The Insured failed to report to police about the theft or loss of the document within 24 hours of the discovery of the loss or theft of the document and does not have a police protocol as its confirmation.

## **Article 5. Action of the Policyholder/the Insured upon occurrence of an event having characteristics of an insured event.**

- 5.1 In case of occurrence of an event having characteristics of an insured event, the Policyholder/the Insured shall be obliged to notify the service provider company (Assistance) or the Insurer within 24 hours from the moment of discovery of the loss;
- 5.2 The following information shall be provided:
  - surname, name of the Insured;
  - contract number;
  - description of the circumstances of the incident and the nature of the required assistance;
  - location of the Insured and the contact phone number for feedback.

## **Article 6. List of documents confirming occurrence of the insured event and the amount of losses**

- 6.1 The insurance claim must be accompanied by:
  - 1) original Contract;
  - 2) original documents confirming occurrence of an insured event with a notarized translation into Russian and the official language;
  - 3) a document confirming loss of the passport and a document confirming the amount of expenses incurred in connection with the loss of the passport;
  - 4) documents confirming the expenses incurred by the Policyholder/the Insured in order to prevent or reduce losses in the event of an insured event, if any.
  - 5) other documents necessary to establish circumstances of the insured event and the losses caused thereby.

6.2 At the request of the Insurer, the Policyholder/the Insured shall provide additional documents and/or information if their absence makes it impossible to determine the occurrence of the insured event, its consequences and the amount of damage caused.

**Article 7. Amount of Insurance benefit.**

7.1. The insurance benefit for the damage to the Insured's property shall be paid in the amount of actual damage on the basis of documents confirming the amount of expenses incurred by the Insured, but not more than the sum insured by the Contract.



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