

**INSURANCE COMPANY «NOMAD INSURANCE»  
JOINT STOCK COMPANY**

*As amended on 20.12.2018*

# **THE REGULATIONS OF COMPREHENSIVE INSURANCE FOR AIR PASSENGERS**

**Insurance sector: General insurance**

**Insurance form: Voluntary insurance**

**Insurance class: accident insurance, property insurance,  
financial loss insurance**

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## 1. GENERAL PROVISIONS

1.1. In accordance with the current legislation of the Republic of Kazakhstan and on the basis of insurance Regulations, Insurer concludes Insurance policy of voluntary comprehensive insurance for air passengers with Insurant under conditions specified by the Regulations.

1.2. By the Insurance policy concluded on the basis of these Regulations, the Insurer undertakes to proceed with the payment (insurance premium), stemming from Insurance Policy in case of event (insurance event) occurrence under the Insurance policy, including carrying out a payment or (and) reimburse for payments of trip withdrawal in view of the succeeding events, expenditures related to luggage lost or damage caused by an unfortunate accident during the passenger's flight, loss related to costs in case of flight delay, including expenses related to the restoration of the documents outside the permanent residence.

1.3. The Insurants are entitled to conclude with the Insurer the Insurance Policy on the third party insurance in favor of the latter (hereinafter – Insured persons). In case the Insurant – individual concluded the Insurance Policy on property interests, he/she is also an Insured person.

1.4. Insurants – legal persons who conclude with the Insurer the Insurance Policy on the third party insurance in favor of the latter Insured persons.

1.5. The following concepts and terms are used in this Contract:

- 1) **Assistance** - a legal person that, on the basis of the Insurance policy with the Insurer, undertakes on behalf of the Insurer to organize, provide, coordinate and control the provision of services to the Insured under this Insurance policy on the insurance territory;
- 2) **Beneficial owner** – a legal person who, directly or indirectly, owns more than twenty five percent of shares of the authorized capital or public offering (less privileged and purchased) of client – legal person, as well as individual, in charge of overseeing the client otherwise, or in respect of whom client conducts operations relating to money (or) and other property;
- 3) **Unconditional franchise** - exemption of the Insurer from damages not exceeding a certain amount. In the case of an unconditional franchise, the damage in all cases is reimbursed less of a specified amount;
- 4) **Sudden acute/exacerbation of chronic disease** – an unexpected change in health of the Insured (illness, injury, etc.), clinically manifested by damage to organs and/or systems, posing a threat to life and requiring emergency medical care;
- 5) **Beneficiary** – a person who, in accordance with the Insurance policy, is a recipient of insurance payment under the insurance Program;  
If the Beneficiary is not appointed in the Insurance policy, in case of Insured's death upon insurance event, a person who is the heir of the Insured becomes Beneficiary;
- 6) **Insured person** – individual for whom the insurance is provided;
- 7) **Internet resource** – an electronic informational resource, displayed in textual, graphic, audio-visual or other form, placed on software and hardware resources, which has I.P. address and/or domain name and functioning on Internet;
- 8) **Foreign public official** – person holding any legislative, executive, administrative, judicial bodies or armed forces of foreign country, whether appointed or elected;
- 9) **Accident** – a sudden short-term event (incident) that occurred against the will of a person as a result of external mechanical, electrical, chemical or thermal effects on the body and resulted in a sudden acute illness and/or death of the Insured;  
Accidents include instantaneous, sudden impact of different external factors, nature, time and place of which might be explicitly defined: natural disaster, explosion, burn, cold injury, drowning, electric current effect, thunderbolt, illegal acts of the third parties, animal attack, bite of snake and stinging insects, a fall of objects or the Insured himself, as well as injuries occurred during the movement/use of vehicle(plane, car, bus, train, etc.), including up and set down to vehicles, when using cars, mechanisms;
- 10) **Insurance period** – travel time (amount of days), to which the insurance coverage is applicable;
- 11) **Trip** – business, tourist, private or other trip, organized and made by Insured person, both independently and with the help (through) relevant travel agencies, travel companies, bureau,

- tour operators of receiving party (employers, educational institutions), regardless of form of ownership and institutional-legal form of the latter;
- 12) **Luggage** – overnight bags, suitcases, briefcases, as well as their contents limited by clothes and stuff which belongs to Insured and which is under his guardianship during the trip. The luggage refers to Insured's stuff imported to the insurance territory and exported back bought at the insurance territory and registered to in the name of Insured as luggage and accepted for carriage by transporter under his responsibility;
  - 13) **Permanent residency** – Insured's permanent address where Insured person, in fact, stay not less than 183 calendar days during the 12 months in a row or a place located in a country of which Insured person has citizenship or resident permit (hereinafter – RP);
  - 14) **Transporter** – legal person, who owns railway, marine, inland water, air, motor vehicles on the right to ownership and has right to transport passengers and their property for a fee or hire in accordance with the legislation of insurance territory, and has a license;
  - 15) **Employees of Assistance** – medical workers or medical institutions, representatives of Assistance, carrying out activities for the provision, as well as the organization, coordination and control of the provision of services to the Insured under this Insurance policy, in the insurance territory on behalf of the Insurer;
  - 16) **Country of temporary stay (host country)** – any country specified in the contract and included in the territory of Insurance, except for the one whose citizenship the Insured has and (or) lives there permanently;
  - 17) **Country of residence** - the country or countries that are the primary or secondary place of permanent residence of the Insured;
  - 18) **The Insurant** is a person who has entered into an Agreement with the Insurer. Insurant may be the Insured at the same time;
  - 19) **Insurer** - a legal person who has the license for the right of carrying out insurance activity in the territory of the Republic of Kazakhstan in accordance with the legislation of the Republic of Kazakhstan; when the insured event occurs, obliged to make an insurance payment to the Insurant or another person in whose favor the Insurance policy (Beneficiary) is concluded, up to an amount (sum insured) and under the conditions specified in the Insurance policy;
  - 20) **Insurance payment** – amount of money paid by the Insurer to Beneficiary in an insurance sum amount set by Insurance policy upon the occurrence of insurance event.
  - 21) **Insurance premium** - Insurance premium - the amount of money that the Insurant is obliged to pay to the Insurer for the last's commitment to make an insurance payment to the Beneficiary in an amount set by Insurance policy;
  - 22) **Insured event** - an event upon the occurrence of which this Insurance policy provides for the insurance payment;
  - 23) **Sum insured** - the amount of money to which insurance object is insured and that represents the maximum amount of liability of the Insurer in the event of an insured event;
  - 24) **Insurance territory** – country of temporary stay or other specifically defined territory specified in the Insurance policy;  
Insurance territory is determined by Insurant upon concluding the Insurance police. The insurance territory does not include territory of a country of which Insured foreign citizen has citizenship/resident permit;
  - 25) **Bodily harm** – Insured's injury occurred as a consequence of accident;
  - 26) **Injury** - is damage of organ and body tissues that involves their tampering and functions, caused by environmental forces (mechanical, thermal, chemical, effects of any radiation, electric current and atmospheric pressure changes);
  - 27) **Increase in the risk** – increase in probability of insurance event occurrence due to circumstances directly affecting to such increase in risk (amendment of insurance territory, change of purpose, change of trip dates, establishment of Insured's diseases/diagnosis for which insurance payment will not be provided by these Regulations;
  - 28) **Conventional unit** - a unit of currency in which the sum insured under the Insurance policy is established.

1.6. Under the Insurance policy, as Insurants can act dispositive individuals, who have interests in compensation for the costs resulting from sudden acute diseases, accident, Insured's death in the insurance territory, including reimbursement in case of damage and loss of luggage, financial losses in case of trip cancellation or flight delay because of air carrier, as well as reimbursement in case of documents loss outside of permanent residence.

1.7. Under the Insurance policy, as Insureds can act individuals between the ages of birth and 80 years. In this case at the end of insurance term Insured's age shall not exceed 80 years.

1.8. The Insurer has right to refuse to conclude Insurance policy to Insured or person, who falls into one of the following categories at the time of Insurance policy conclusion:

- 1) Persons over 80 years of age;
- 2) Persons in regard to whom at the time of Insurance policy conclusion established disability, determined a degree (total or partial) of loss of capacity (general or professional) and/or occupational disease;
- 3) Persons who inject/injected drugs; persons who use/used toxic substances in order to be intoxicated; persons who suffer/suffered alcoholism;
- 4) Persons with chronic diseases of the nervous system or mental illness, who registered at the psycho-neurological hospital;
- 5) Persons received traumas or have/had diseases or their consequences resulted from alcohol, drug or psychotropic drunk (of any degree);
- 6) Persons intentionally caused himself bodily injuries, including suicide attempt;
- 7) Persons received traumas or have/had diseases or their consequences resulted due to mental health diseases, epilepsy, degenerative-dystrophic and demyelinating diseases of mental system;
- 8) Persons travelling abroad the Republic of Kazakhstan in order to get any type of treatment, including preventive treatment at sanatoriums, clinics, rest houses and other organizations of health-resort type;
- 9) Persons staying in the insurance territory at the moment of conclusion Insurance policy;

1.9. By signing and/or paying for Insurance policy Insurant confirms the Insured's/Beneficiary's acceptance of personal data transfer to Insurer's partner in order to provide Insurance policy, as well as agrees to transfer Insured's, Beneficiary's personal data constituted as the secrecy of insurance in accordance with articles 828 and 830 of the Civil code of the Republic of Kazakhstan, Insurer's partner in order to provide Insurance policy;

1.10. By signing and/or paying for Insurance policy Insurant takes responsibility for provision of invalid data, accuracy and completeness of the information provided. If necessary, Insurant undertakes to provide all relevant documents required by the Company in order to comply with the requirements of the Law of Republic of Kazakhstan on combating legalization (laundering) of illegally gained income and financing of terrorism. Insurant confirms that his operations are not related to legalization (laundering) of illegally gained income and financing of terrorism.

## **2. OBJECT OF INSURANCE**

2.1. The object of insurance is the property interests of the Insurant (Insured), which is not against the Law of the Republic of Kazakhstan, related to the Insurant's/Insured's compensation of expenses caused by following:

- 1) Inability to travel within the territory of the Republic of Kazakhstan or beyond the territory of the Republic of Kazakhstan for objective reasons not related to will of the Insurant/Insured;
- 2) Total loss or damage of luggage during the trip period, when the responsibility for safety of luggage during its carriage transited under the responsibility of the transporter;
- 3) Damage to Insurant's/ Insured's heal, as well as his death resulted from accident when he was in aircraft («Accident insurance of passengers during the flight»);
- 4) Delay of the flight;
- 5) Recovery of lost documents.

## **3. PROCEDURE FOR DETERMINING THE INSURANCE SUM**

3.1. Insurance sum – maximum monetary amount defined by Insurance policy, within which Insurer is responsible for carrying out his obligations, and based on which set the amount of insurance premium and maximum liability limit of Insurer under the Insurance policy.

3.2. Insurance sum in case of luggage insurance is set by Insurant in agreement with Insurer and outline in Contract. Insurance sum indicated in Contract is the maximum sum which might be paid by Insurer.

3.3. In case of concluding Insurance policy for losses resulted from trip cancellation, insurance sum is set based on the actual cost of flight ticket which Insured paid.

3.4. In case of document loss, insurance sum shall not exceed actual expenses incurred due to the document loss.

3.5. In case of flight delay, insurance sum shall not exceed actual expenses incurred due to the flight delay.

3.6. If expenses for services, established in Insurance policy, exceed indicated insurance sum and/or insurance sum for an individual risk/ group of risks, Insurant (Insured) will cover independently the proportion of the cost which exceeds the insurance sum or insurance sum for an individual risk/ group of risks.

#### 4. INSURANCE EVENT

4.1. The insurance event is an event, imposed by the Insurance policy, with the occurrence of which arises Insurer's liability for the insurance payment.

4.2. Insurance events under the Insurance policy, concluded on the basis of these Regulations, are:

4.2.1. **Movable property (luggage insurance)** – event caused:

Total loss, damage of Insured's luggage, expenses of which confirmed by relevant documents, outlined in 9.8 p. of these Regulations;

Luggage insurance requirements apply for all the luggage of the Insured, except following property:

- 1) Money, precious commodities, securities;
- 2) Precious metals bars, precious and semi-precious stones without frame;
- 3) Antique and unique items, artworks and collection objects (collection of any fungibles (stamps, calendars, badges, plants and etc.) of both scientific, historical or artistic merit and collected in amateur purposes);
- 4) Travel documents, passports, any types of documents, slides, photographs, prints;
- 5) Manuscripts, plans, schemes, diagrams, models, commercial documents;
- 6) Any types of prosthesis;
- 7) Contact lenses;
- 8) Wrist and pocket watches;
- 9) Animals, plants and seeds;
- 10) Objects of a religious nature.

4.2.2. **Accident insurance of passengers during the flight**

- 1) Death of the Insured occurred at the result of accident over the period of the insurance coverage;
- 2) Insured's trauma (injury) occurred at the result of accident over the period of the insurance coverage.

Accident refers to sudden, short-term event occurred over the period of Insurance policy despite the will of a person resulted in external mechanical, electrical, chemical or thermal effects on the Insured's body resulting in a sudden acute illness and/or death of the Insured.

4.2.3. **Financial loss as a consequence of trip cancellation.**

Insurance event is an event resulting in Insurant's/Insured's expenses related to trip cancellation. As such events constitute the following events incurred after the Insurance policy's entry into force and confirmed by documents issued by competent authorities:

- 1) Death, hospitalization of the Insured;
- 2) Moderate or serious traumas of Insured resulting from accident, but only if there are medical contraindications for implementation of planned trip during the period of insurance coverage;
- 3) Judicial proceedings at the period of insurance coverage in which Insured participates by court decision, taken after the Insurance policy's entry into force, in providing official documents with relevant court stamp;

- 4) Insured's urgent call-up for compulsory military service or military training after the Insurance policy's entry into force, in case that Insured did not inform insurance organization about urgent call-up for compulsory military service or military training before conclusion of insurance policy, if Insured already was aware of this fact;
- 5) Insured's failure to obtain visa (visa refusal) when all necessary documents provided for registration in accordance with the requirements of host country's council;
- 6) Insured's delays in receiving visa or obtaining visa within the time limit, other than requested, when all documented necessary documents with relevant signs and seals of council provided for registration in accordance with the requirements of host country's council;

#### **4.2.4. Financial losses linked with expenses in flight delay.**

Insurance event is following events resulting in flight delay for a period more than two hours:

- 1) Unfavorable weather conditions: fog, rain, snowstorm, storm, sleet impeding the implementation of the flight;
- 2) Requirements of public authorities (immigration service, counter-terrorism structure, custom service, border control and etc.);
- 3) Mechanical or technical damages of aircrafts or other circumstances because of airline impeding the implementation of the flight.

The not-to-exceed amount for this risk includes:

- Actual expenditures incurred during the flight delay and documented expenditures within the amount of insurance sum for each full hour of the carriage beginning delay after the first 2 hours of delay, if it is less than an hour rounded down (1-29 minutes) or up (30-59 minutes) to full hour.
- A not-to-exceed amount for reimbursement by this risk is 2500 KZT for an hour, but summarily not more than insurance sum according to 4.2.4 p. of these Regulations.
- Only these expenses of Insured shall be reimbursed:
  - Expenses on phone calls to close relatives;
  - Expenses on sending messages to close relatives by email;
  - Expenses on soft drinks;
  - Food expenses;
  - Expenses on hotel accommodation in case of flight delay for more than six hours;
  - Expenses on usage of additional services: the internet, use of paid services;
  - Expenses on luggage storage;
  - Transport expenses for Insured's travel from airport to (and from) permanent/temporary residence within the above-mentioned limits, but not more than 8000 KZT.

#### **4.2.5. Financial losses linked with the recovery of lost documents**

Insurance event refers to sudden, unforeseen and unintentional event resulting in loss or missing passport or/and identity card of Insured

### **5. EXCEPTIONS TO THE INSURANCE EVENTS AND INSURANCE LIMITATIONS**

5.1. In addition to general grounds of release to make insurance payments listed in Civil Code of Republic of Kazakhstan and norms of these Regulations' 12 p., the Insurer is not liable and has right to refuse to pay insurance payment to Insurant fully or partially, if the insurance event resulted in:

- 1) Wars; intervention; hostile actions of foreign countries; military or similar operations (whether war was declared or not) or civil war;
- 2) Rebellion; strikes; lockouts; civil unrests, expanding to the size or sprawling to popular uprising; riot; civil strives; military uprising; revolution; military conquest or usurpation of power; confiscation; requisition or nationalization of property; acts of terrorism<sup>1</sup>;
- 3) Atomic radiation or contamination with radioactive fuels or radioactive emissions of nuclear fuel combustion;

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<sup>1</sup> Act of terrorism – causing an explosion or committing arson or other acts which endanger people's lives, causing significant damage or socially dangerous consequences, if these actions took in order to breach of public security, terrorize the population or influencing decision-making of public authorities (political reasons).

- 4) Natural disasters – earthquake, lightning strike, flood, mudslides, or storm, cave-in, landslide, avalanche;
- 5) Any actions of Insurant/Insured or Beneficiary aiming at occurrence of insurance event or contributing to its occurrence (except actions occurred in self-defense or emergency);
- 6) actions of Insurant, Insured or Beneficiary declared as premeditated crimes or administrative offences in a cause-and-effect relationship with insurance event in line with legal procedure;
- 7) irresistible force event.

5.2. Insurance payment is not paid:

- 1) in cases which exclude liability of Insurer in accordance with the Law of the Republic of Kazakhstan;
- 2) non-fulfillment or improper fulfillment of the Insurance policy obligations by the Insurant or (and) Insured;
- 3) refusal of the Insurant from its right to claim to the person liable for insured event occurrence, and refusal to transfer the documents to the Insurer which are required to transfer the right of demand to the Insurer. If the insurance indemnity was already paid, the Insurer has the right to demand to return it in full or partially;

5.3. Following can be the basis for the Insurer to refuse to pay the insurance indemnity:

- 1) reporting the false information to the Insurer by the Insurant about the object of insurance, insurance risk, insured event and its consequences;
- 2) Insurant's (Insured's) failure to inform the Insurer about the Insured's change of professional career, purpose of the trip, if this change became direct or indirect cause of the event occurrence which has signs of insurance event;
- 3) impeding by the Insurant to the Insurer during root causes/circumstances investigation and evaluation of amount of the damage caused;
- 4) if there is no confirmation of diagnostics and/or treatment in the absence of relevant documents according to the terms of this Insurance policy;
- 5) failure to notify/ untimely notification to the Insurer about the insured event occurrence;
- 6) if the Insurant is informed about urgent call-up for compulsory military service or military training after the Insurance policy's entry into force.

5.4. Following are not covered by insurance:

- 1) moral damage, loss of Insurant (Insured), including fines, pennies, penalties, court costs, loss of profit and etc.;
- 2) expenses directly or indirectly connected with confiscation, nationalization of property, requisition, destruction, damage of property of the Insured by order of any government, public or local authorities of the host country;
- 3) consultation of doctor/any health worker by phone/video-internet connection;
- 4) expenses on evacuation in case of minor diseases or traumas which can be treated by local treatment and does not prevent the continuation of the Insured's trip;
- 5) expenses related to transportation (including accommodation and food) of Insured's under-age children from the international airport, which is the nearest to their place of residence, to the place of their own communities;
- 6) expenses on transportation of Insured's remains from the international airport, which is the nearest to the burial site, to the burial site of the Insured;
- 7) any funeral expenses of the Insured in the Republic of Kazakhstan or in a country of which the Insured had citizenship;
- 8) Insurant's (Insured) expenses for translation into Russian or Kazakh languages, and/or notarization of documents necessary for Insurer to decision-making of insurance indemnity;
- 9) Insured's transport costs of travel from medical facility to temporary place of residence at the insurance territory;
- 10) Expenses related to insurance event, if the Insured obtained citizenship/residence permit of the insurance territory specified in Insurance policy after the Insurance policy's entry into force;
- 11) Events and incidents outside the conditions specified in p. 6.3 of the Regulations, as well as s. 4 of the Regulations.

5.5. Insurer shall be exempted from the insurance indemnity, if the insurance event is resulted from:

- 1) Insured's suicide or suicide attempt;
- 2) Murder of the Insured, in case of provocation to the committed act by the Insured himself
- 3) Plastic surgery, cosmetological treatment and any other types of treatment related to facial deficiencies or bodily disorders;
- 4) Mental diseases and illness, venereal diseases, HIV/AIDS, oncological diseases, congenital diseases and malformation, tuberculosis, pancreatic diabetes and their consequences, epileptic seizure or other seizures, convulsive attacks;
- 5) Insured being alcohol, drug or psychotropic intoxicated, regardless of the degree (of intoxication);
- 6) Complications in pregnancy/childbirth, as well as abortion, premature incomplete miscarriage, caesarean section;
- 7) Insured involved in any types of professional or amateur sport, recreational activities, participate in activities/entertainment which have elements of sport, going hang gliding, skydiving, types of aviation sport/entertainment, mountaineering/climbing, pot holing, scuba diving with breathing apparatus, downhill skiing sport/entertainment, surf, hunting, horse-riding, riding a bike, motorcycle, moped and/or scooter (jet ski);
- 8) Indirect commercial loss, fines, penalties, late fees, loss of profit, legal costs of the Insurant, Insured, Beneficiary;
- 9) Expenditures directly/indirectly caused by confiscation, nationalization, requisition, destruction, damage of the Insured's properties (luggage) by the order of any government, public or local authorities of country of permanent residence, country of insurance territory;
- 10) Moral damage;
- 11) expenses on transportation of Insured's remains from the international airport, which is the nearest to the burial site, to the burial site of the Insured;
- 12) any funeral expenses of the Insured in the Republic of Kazakhstan or in a country of which the Insured had citizenship;
- 13) participation of the Insured in auto-, moto-, cycling races or competition as a driver or participant;

5.6. Following also can be the basis for the Insurer to refuse to pay the insurance indemnity:

- 14) reporting the false information about the object of insurance, insurance risk, insured event and its consequences to the Insurer by the Insurant/ Insured/ Beneficiary;
- 15) Deliberate failure by the Insurant/ Insured/ Beneficiary to take measures to mitigate losses of the insurance event;
- 16) impeding by the Insurant to the Insurer during root causes/circumstances investigation and evaluation of amount of the damage caused;
- 17) A failure to notify/ untimely notification to the Insurer about the insured event occurrence. The fact of reporting to the Insurer about the insured event occurrence (an event that may cause the insured event occurrence) within a term indicated herein is directly connected with the obligation (possibility) of the Insurer to pay the insurance indemnity (timely and properly submit reports to the authorized authority, form a reserve amount for the insurance indemnity in a timely manner, notify the reinsurer, etc.). Accordingly, the Parties realize and hereby confirm that the failure to notify/untimely notification to the Insurer about the insured event deprives the latter an opportunity to pay the insurance indemnity, and it requires no additional evidence during the insured event occurrence;
- 18) A refusal of the Insurant from its right to claim to the person liable for insured event occurrence, and refusal to transfer the documents to the Insurer which are required to transfer the right of demand to the Insurer. If the insurance indemnity was already paid, the Insurer has the right to demand to return it in full or partially;
- 19) the Insurer shall be exempted from insurance indemnity, if at the time of concluding the Insurance policy was established disability, loss (total or partial) of capacity (ordinary or occupational) and/or occupational disease.

5.7. The Insurer is obliged to forward the written motivated refusal to the Insurant/Beneficiary to pay the insurance indemnity within 15 (fifteen) business days upon the date of receipt of all required documents.

5.8. The Insurer's refusal to pay the insurance indemnity can be appealed by the Insurant/Beneficiary in the Court.

5.9. Another list of exceptions to insurance and other insurance limitations and exceptions from insurance events could be envisaged by the Insurance policy.

## **6. INSURANCE POLICY VALIDITY TERM AND TERRITORY**

6.1. The insurance policy concludes for a particular trip on the basis of written application for insurance or Insurant completing and forwarding his information via the Insurer's or his partner's Internet-resource.

6.1.1. When providing the application for insurance, the prescribed form of application is used, in this case the Insurance policy might be concluded for the period of the Insurant's (Insured's) stay in the insurance territory not exceeding one year unless otherwise stipulated in the Insurance policy.

6.1.2. While filling the information on the Insurer's or his partner's internet-resource online form of application is used.

6.2. Insurance policy validity term:

- Insurance policy/ certificate and insurance coverage thereon shall become effective from the date of its conclusion and reflected in the content of the Insurance policy/certificate;
- Date of expiry of the Insurance policy/certificate and insurance coverage coincides and indicated in the Insurance policy/certificate.

6.3. Insurance covers:

6.3.1. Movable property (insurance of luggage): the risk coverage starts since the receipt of the Insured's luggage by air transporter and continues until the dispensing of luggage to the Insured.

6.3.2. Accident insurance of passengers during the flight: the risk coverage starts three hours before the time of departure indicated on ticket, and continues during the whole itinerary, including intermodal interfaces (no more than 6 hours), and continues until three hours after Insured's arrival to his last destination, but not later than 24 (twenty four) hours since the beginning of the insurance coverage;

6.3.3. Financial losses in case of trip cancellation: insurance covers expenses (stipulated in the Regulations) owing to trip cancellation which took place from the date of commencement of the Insurance policy and until the start of passenger transport. Insurance coverage excludes only flight ticket gained on the relevant booking number assigned when purchasing a flight ticket.

6.3.4. Financial losses in case of flight delay: insurance covers the period from the estimated time of departure indicated on the flight ticket and until the actual time of the insured's departure. The insurance coverage excludes all flights indicated on flight ticket with relevant booking number.

6.3.5. Financial losses linked with the recovery of lost documents: insurance covers expenses (stipulated in the Regulations) from the date of arrival to host country and until the return flight to the country of permanent residence.

6.4. Insurance coverage of the Insurance policy does not extend to:

- 1) territory of countries in which territory hostilities are taking place;
- 2) territory of countries on which imposed economic and/or military sanctions of the UN (United Nations);
- 3) territory of countries where was found or recognized as a center of an epidemic and/or quarantined;
- 4) persons who got citizenship/resident permit of the host country indicated on Insurance policy after the Insurance policy's entry into force;
- 5) if the Insurance policy was concluded during the period of insured's stay at the insurance territory.

## **7. PROCEDURE FOR CONCLUDING INSURANCE POLICY**

7.1. Under the Insurance policy, the Insurant shall undertake to pay insurance premium, the Insurer, in case of insurance event, to implement insurance payment to Beneficiary up to an insurance sum specified in Insurance policy.

7.2. A written application of the Insurant, as well as filling and forwarding his information via Insurer's or his partner's internet-resource give grounds for Insurance policy conclusion.

7.3. A conclusion of Insurance policy of voluntary insurance is for a term stipulated in the Insurance policy.

7.4. During conclusion hereof – the Insurant is required to inform Insurer about circumstances of the cases which are known to the Insurant (Insured), which are essential for determining the probability of the insurance event and size of potential losses from it, if these circumstances are unknown and should be unknown to the Insurer.

7.5. Insurance policy is concluded through the Insurant's accession to these Regulations. Processing of Insurance policy is carried out in two ways:

- 1) at the location of person who implements this insurance product by issuing Insurance policy to the Insurant or
- 2) in the official internet-resource of the Insurer or his partner through online Insurance policy and forwarding it to e-mail of the Insurant indicated by him when filling out information in the internet-resource of the Insurer or his partner.

7.6. Insurance policy and insurance coverage enter into force from the date of its conclusion. Payment of insurance premium shall be paid in the internet-resource of the Insurer or his partner in accordance with the 394 a. 2 p. and 3 p. of the Republic of Kazakhstan's CK which is accepted as full and unconditional consent (accept) to conclude Insurance policy, as well as constitute acceptance of all terms of these Regulations and gives the right for data collection and processing in accordance with the Law of Republic of Kazakhstan «On personal data and their Protection». After the acceptance, the Insurant is given electronic version of the Insurance policy through re-directing him to e-mail which was indicated by him when filling out information in the internet-resource of the Insurer or his partner.

7.7. The Insurance policy enters into force in accordance with the 7.6 p. of these insurance regulations.

7.8. The Insurant (Insured) shall be liable in accordance with the current legislation of the Republic of Kazakhstan for validity and completeness of data submitted by him in application and answers to the Insurer's written questions.

7.9. The Insurer is liable for incompleteness of terms which should be indicated in Insurance policy.

7.8. In case of loss of Insurance policy, the Insurer gives him duplicate of Insurance policy on the basis of the Insurant's written application, after which the lost Insurance policy shall be void and thereon insurance payments are not paid.

## **8. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **8.1. The Insurer is entitled:**

- 1) check the information and documents provided by the Insurant, also check the fulfillment of requirements and conditions of Insurance policy by the Insurant/Insured;
- 2) demand to change the Contract provisions or pay the additional insurance premium proportioned to the risk increase upon receipt of notification about circumstances causing the insurance risk increase;
- 3) To require medical examination to determine the presence of alcohol/narcotic drugs in compliance with the legislation of the host country in the case of Insured's suspected alcohol/narcotic inebriation during the insurance event. If the Insured is found to be alcohol/narcotic inebriated, as well as in case of his refusal to undergo medical examination – decline to pay the insurance payment.
- 4) individually investigate the causes and circumstance of the occurrence characterized as the insured event, including applying for documents confirming the fact of insured event occurrence and amount of damage caused from the corresponding regulatory bodies, law enforcement bodies, medical institution, travel agencies/operators, other enterprises, institutions and organizations based on their competence;
- 5) demand the Insurant to provide the information required to determine the fact of insured event occurrence, its occurrence circumstances;
- 6) refuse to pay the insurance indemnity fully or partially based on provisions stipulated by this Regulations;

8.2. Insurer is entitled to transmit information about Insured, Beneficiary that constituted as personal information, the secrecy of insurance in accordance with article 830 of the Civil Code of the Republic of Kazakhstan, to outside organizations to fulfill its obligations under the Insurance policy.

### **8.3. Insurer is obliged:**

- 1) to ensure the secrecy of insurance
- 2) to introduce the insurance Regulations to the Insurant and at his request provide a copy of insurance Regulations (in addition Insurer could consult independently the insurance Regulations on the Insurer's internet resource).
- 3) guarantee the insurance secrecy in accordance with articles 828 and 830 of the Civil code of the Republic of Kazakhstan
- 4) notify the Insurant or Beneficiary in written form about missing documents – in case of failure of the Insurant (Insured) or injured party (Beneficiary) or their representatives to provide the documents specified by the Section 6 hereof, immediately but not later than 7 (seven) business days;
- 5) make the insurance payment or send to the Insurant/ Beneficiary a written motivated refusal to make the insurance payment in accordance with the terms of this Regulations;
- 6) reimburse to the Insurant or Insured, or Beneficiary the expenses incurred by them in order to reduce losses in an insured event;
- 7) to perform other acts provided by the Contract and the legislation of the Republic of Kazakhstan.

#### **8.4. Insurant is entitled:**

- 1) consult the insurance Regulations;
- 2) obtain a copy of Insurance policy in the event of loss;
- 3) consult the calculation of damage and insurance payment made or made on behalf of the Insurer;
- 4) commissioning independent expertise;
- 5) demand the Insurer to explain the insurance conditions of medical or other people leaving the Republic of Kazakhstan its rights and obligations hereunder;
- 6) litigate the refusal of the Insurer to pay the insurance indemnity or decrease its amount in accordance with the procedure established by the legislation of the Republic of Kazakhstan;
- 7) to carry out other actions not contradicting the Contract and legislation of the Republic of Kazakhstan.

#### **8.5. Insurant is obliged to:**

- 1) during conclusion hereof – to provide all required information(documents) in order to evaluate the degree of risk and conclude Insurance Policy;
- 2) pay the insurance premium in the amount, procedure and terms as set by the Insurance policy;
- 3) during signature and validity term hereof – to inform the Insurer about all existing/ potential insurance contracts on similar risks in relation to this object of insurance;
- 4) inform the Insurer about the insurance risk status;
- 5) immediately notify the Insurer about any learnt significant changes in the circumstances reported to the Insurer during the Contract signature, if such changes can considerably affect the insurance risk increase;
- 6) Prior to the Insurance policy, notify the Insurer in writing in case the Insurant is foreign public official or members of his family are foreign public officials. As well as the Insurer in writing if the beneficial owner is another person (not insurant).
- 7) Submit all documents required by Company in order to comply with the Law of the RK on Combating Legalization (Laundering) of Illegally Gained Income and Financing of Terrorism. The insurant confirms that its operations not connected with legalization (laundering) of illegally gained income and financing of terrorism;
- 8) Once the Insurant becomes aware of the insured event occurrence with insurance event signs (hereunder- event), he/she shall be obliged to:
  - a) take the reasonable actions and available under the circumstances in order to prevent or minimize the eventual losses;
  - b) immediately, but anyway not later than 3 (three) business days, report about event to the Insurer in writing;
  - c) immediately report about event occurrence respective regulatory bodies of host country and ensure the documented execution of the event by the authorized state and other competent bodies;

- d) bear the burden to prove the insured event occurrence, and damage caused by it, including payment of expertise, experts' transfer to the scene, engaging and consulting professionals, gathering the necessary documents and etc.;

#### **8.6. Beneficiary is entitled:**

- 1) demand the Insurer to explain the insurance conditions, own rights and obligations hereunder;
- 2) demand the Insurer to pay the insurance indemnity;
- 3) receive the insurance indemnity according to the procedure and under conditions as set by these Regulations;
- 4) litigate the refusal of the Insurer to pay the insurance indemnity or decrease its amount in accordance with the procedure established by the legislation of the Republic of Kazakhstan;
- 5) The list of parties' rights and obligations of this section is not exhaustive, parties other obligations provided under other sections of these Regulations. The parties are entitled to use other rights and fulfil other duties provided under these Regulations, as well as under the legislation of the Republic of Kazakhstan.

### **9. INSURANCE PAYMENT. ACTIONS OF THE INSURANT/INSURED IN CASE OF INSURED EVENT**

9.1. «Losses» corresponds to losses linked with the occurrence of Insured's sudden expenses, namely:

- 1) expenses linked with the occurrence of losses from Insured's trip cancellation;
- 2) expenses resulted from destruction, loss, damage of Insured's luggage;
- 3) expenses linked with accident during the flight;
- 4) expenses linked with flight delay because of air carrier;
- 5) expenses linked with the loss of documents (foreign passport, identity card);

9.2. The amount of Insured's loss and insurance payment is measured by the Insurer on the basis of documents received from law enforcement agencies for the supervision and monitoring (firefighting, emergency and other services), on the basis of economical and accounting materials and policy papers, accounting documents, invoices and receipts, conclusions and settlements of judicial, consulting and other specialized firms (provided they have state license).

9.3. If necessary, the Insurer has right to request information from law enforcement agencies, health facilities, other enterprises, institutions and organizations which have information about circumstances of insurance event, as well as individually investigate the causes and circumstances of insurance event.

9.4. If between parties arose disputes on reasons and amount of loss, each party has right to require to provide expertise. Expertise provides at the expense of the party which required the expertise. If the results of the expertise show that the Insurer's refusal of indemnity was unreasonable, the Insurer will assume the expenses of the expertise. Expenses of expertise of events which were proved as not applicable to insurance event come from the Insured's budget.

9.5. The Insurer has right to postpone the payment of insurance indemnity by notification to Insured within 10 business days since the Insurer received all required documents from the Insured, in cases of:

- 1) disputes over the eligibility of the Insured for insurance recovery – as long as all necessary proofs provided;
- 2) if upon facts which related to insurance event, were instituted criminal proceedings, initiated judicial proceedings or administrative investigation is conducted against the Insured or his authorized persons by relevant internal affairs bodies, as well as investigation of circumstances led to the occurrence of expenses – until the end of the investigation (proceeding) or judicial process and establishment of the Insured's innocence

9.6. In case of insurance event resulting in trip cancellation:

- 1) to report immediately in written form about insured event occurrence to the Insurer. In the application must be indicated nature and circumstances of insured event, air carrier, date of the flight.

- 2) The application must be accompanied by the following documents (and translation of original documents which are in another language than Russian):
  - a) Copy of flight ticket, as well as documents confirming airfares;
  - b) Documents confirming refund of ticket sum's part (if it is provided for under the air carrier's fare);
- 3) Documents and information necessary for establishment of insured event nature, namely:
  - In case of failure to travel due to disease, trauma or death of the Insurant/Insured – certificate from a medical institution, notarized copy of death certificate, documents confirming family relationship of the Insured and close relative, documents confirming a joint flight (tourist voucher, package tour, travel documents, documents from hotel);
  - In case of failure to travel due to court proceedings – court summons certified by the court;
  - In case of failure to travel due to call-up for military service – draft card certifies in draft board;
  - In case of Insurant's/Insured's failure to obtain entry visa – official refusal of the Consulate department of the Embassy and original (copy) of Insured's passport;
  - In case of Insured's delays in receiving visa or obtaining visa within the time limit other than requested by the Insurant/Insured – original (copy) of Insured's passport.

9.7. The insurance payment due to the Insured's cost recoveries shall take place by the Insurer after receiving all requested documents, but by necessity, their notarized translations within 15 business days, except cases listed in 9.5 p. of these insurance Regulations. The Insurer reimburse equal to the travel ticket, but not more than amount of insurance sum.

9.8. In case of **luggage insurance** event occurrence:

- 1) Upon the occurrence of insured event the Insured must apply to the competent authorities mandated to deal with issues related to loss or damage of luggage (representatives of transporter, representatives of airport, etc.) in order to get documents proving the fact of luggage loss or damage.
- 2) Application and documents for insurance indemnity must be provided to the Insurer within 30 (thirty) business days from the date of Insured's arrival from the insured trip during which occurred the insured event.
- 3) To obtain insurance recovery the Insured must inform the Insurer about insured event and provide with:
  - a) Insurance policy or it's copy;
  - b) Personal identity document;
  - c) Written statement using the form of the Insurer in which must be indicated nature, circumstances, date of insurance event and weight of luggage;
  - d) Original or copy of document certified by complier, envisaged in business practices of the transporter or certificate issued by official competent authorities, which demonstrates the loss or damage of luggage;
  - e) Confirmation of lost belongings' cost (checks, purchase invoice or certificate on the average cost);
  - f) Documents confirming compensation payments of transporter;
  - g) Flight ticket (itinerary receipt of electronic flight ticket);
  - h) Baggage check's copies (labels);
- 4) Based on content of provided documents and circumstances of the insured event, the Insurer could take a decision on insurance indemnity solely on the basis of the documents listed in p. 9.3 of these Regulations.
- 5) In any case all documents related to insurance event and required by the Insurer must be provided to the Insurer. The Insured must provide translation of these documents' originals into Russian on request of the Insured. The Insurer is entitled to undertake the translation of provided documents into Russian by himself and also by translators. The Insurer has right to deduct the cost of the translation from the insurance recovery sum, if they were not translated by the Insured.

- 6) The Insurer is entitled to verify provided documents, request information from organizations holding information about circumstances of the insured event. The Insurant is obliged to give written explanations to requests of the Insurer related to the insured event.
- 7) In the event that the Insurant got insurance payment for luggage delay and subsequently stated insurance event on luggage lost, payment is paid after deducting insurance recovery took for luggage delay.
- 8) Insurance payment is paid in amount of insurance sum in accordance with the terms of the Insurance policy, in tenge, the applicable exchange rate set by the National Bank of the Republic of Kazakhstan for the due date. Insurance payment is paid in amount based on weight of the lost baggage piece, except in cases when passenger or sender at the time of seat transfer make special statement on evaluation with an additional payment of a fee (Warsaw Convention)
- 9) If the stolen (lost) belonging was returned to the Insurant (Insured), he must give back the insurance recovery within 15 (fifteen) business days after returning to him the lost (missed) belongings.
- 10) Insurance payment is paid by the Insurer through reparation of the Insured's expenses as a one-off payment after receiving all documents requested from Insured, but by necessity, with their notarized translations within 15 business days, except in cases listed in 11.6 p. of these insurance Regulations.

**9.9. In case of insurance event *related to accident occurred during the flight*:**

9.9.1. Once the Insurant/Insured/Beneficiary becomes aware/should be aware of the insured event occurrence (events which might lead to insurance event occurrence), he shall be obliged to:

- 1) take the reasonable actions and available under the circumstances in order to prevent or minimize the eventual losses;
- 2) immediately, but anyway not later than 5 (five) business days, report about event to the Insurer in writing;
- 3) facilitate to the Insurer's representative to find out the causes and circumstances of the insured event occurrence, and provide the Insurer with all available information and documentation allowing to identify the causes, course and consequences of the insured event, nature and extent of the damage caused;
- 4) immediately notify the Insurer in written form about receipt of any compensation for damage caused due to the insured event from the third parties;
- 5) if the Insurer considers it relevant to assign its representative to protect the interest of both the Insurer and Insurant due to the insured event occurrence – to issue a Letter of Attorney or any other documents required to protect such interests to the persons indicated by the Insurer. The Insurer has the right, but not obliged to represent the interests of the Insurant in the court or otherwise provide the legal protection of the Insurant due to the insured event occurrence;
- 6) bear the burden to prove the insured event occurrence, and damage caused by it, including payment for the production of expertise, the departure of experts to the scene, the recruitment and advice of specialists, the collection of necessary documents, etc.;
- 7) to perform other actions stipulated by this Insurance policy and the legislation of the Republic of Kazakhstan.

9.9.2. Insurance payment is paid in following amount:

- 1) in case of the Insured's death – 100% of the insurance sum for one Insured;
- 2) in case of the Insured's traumas (injuries) – under the schedule of awards which is Annex 1 to the insurance Program (in % of insurance sum for one insured).

9.9.3. In case of the Insured's death as a result of event lead to the occurrence of insurance event, the Insurer on the basis of the Insurant's/Beneficiary's application and relevant documents is obliged to reassess the insurance payment in accordance with the procedure and amount specified by the Insurance policy. In this case of reassessment of insurance payment's sum, earlier paid sum is considered.

9.9.4. An amount of insurance payment shall not exceed the insurance sum specified in Insurance policy.

9.9.5. The Insurer is obliged to make a decision on insurance indemnity and to pay insurance payment to the Beneficiary within 15 (fifteen) business days from the date of receiving all required documents.

9.9.6. For a decision of the Insurer on insurance payment the Insurant (Insured, Beneficiary) shall provide following documents to the Insurer:

- 1) Statement on insurance event;
- 2) Copy of Insurance policy;
- 3) Copy of the Beneficiary's identity document;
- 4) Copy of the Insured's identity document
- 5) Notarized copy of medical documentation of the Insured's death, notarized copy of the Insured's death certificate;
- 6) Copies of health records, medical history or statements from the listed documents certified by authorized person and sealed with a stamp of relevant medical facility; originals of x-ray images;
- 7) Copies of competent authorities' (documents of internal affairs units, prosecutor's office, investigative authorities, bodies of inquiry; judiciary; fire supervision bodies and etc.) relevant documents certified by authorized persons, confirming the occurrence of the insurance event, damage caused, identify the persons who caused the damage;

9.10. Procedures and forms of submitted documents shall conform to the legislation of the Republic of Kazakhstan, if it is provided for them.

9.11. Proof of the insured event occurrence, as well as the extent of the damage caused lies with the Insurant/Insured/Beneficiary in accordance with the CC of the Republic of Kazakhstan.

9.12. The Insurer is entitled to shorten the above listed documents or require additional documents, if in the particular circumstances their absence makes establishment of the insured case occurrence and loss adjusting impossible.

9.13. In case of insurance event **linked with flight delay because of air carrier:**

- 1) The Insured is obliged to inform the Insurer in writing about insured event occurrence indicating the date of occurrence and circumstances of the event within 10 calendar days when returning from the host country. In statement shall be indicated nature and circumstances of the insured event and provided following information:
  - Surname, name, patronymic of the Insured;
  - Information about air carrier;
  - Original the of Insurance policy;
  - Copy of the Beneficiary's or the Insured's identity document;
  - Copy of identity document of insurance payment's intended recipient
  - Travel documents to the place where occurred insured event or their certified copy (original of the ticket (boarding pass));
  - Written confirmation of transporter of flight delay/ flight cancellation (original of the air carrier's company act), indicating the reason for delay/cancellation of the flight and number of hours delayed (planned and actual time of departure);
  - Checks, receipts, bills, statements of account for mobile communication and other documents, confirming the fact of expenses for food, telephone calls, hotel services while waiting for the flight, transport expenses to and from hotel.

9.14. In case of insurance event **linked with recovery of the lost documents:**

- 1) In case of occurrence of unexpected documented cost of the Insurant/Insured, during the period of Insurance policy, linked with the recovery of documents (foreign passport, identity card) as a result of sudden, unexpected and unintentional event that led to loss of documents while travelling, the Insurer shall reimburse at a level of expenses, but not more than insurance sum.
- 2) The Insurer is obliged to make a decision on insurance indemnity and to pay insurance payment to the Beneficiary within 15 (fifteen) business days from the date of receiving all required documents.
- 3) For reimbursement the Insurant (Insured, Beneficiary) shall inform about insured event in writing and provide following documents to the Insurer:
  - Written statement on occurrence of the insurance event, indicated nature and circumstances;

- Original of Insurance policy;
- police report about losing foreign passport, identity card;
- decision to initiate or refusal to initiate criminal proceedings or rulings to administrative cases, reports on administrative offence;
- confirmation from Embassy (consulate) about losing passport, identity card (Certificate of return);
- document confirming consular fees for Certificate of return;
- Originals of checks/payment certificates, confirming the fact of expenses incurred for recovery of the lost documents.

## **10. LIST OF DOCUMENTS CONFIRMING THE OCCURRENCE OF INSURED EVENT AND AMOUNT OF DAMAGES**

10.1. List of documents required to be provided by the Insurant (Insured, Beneficiary) to make a decision on insurance payment, including different insurance events indicated in accordance with p. 4 and 9.10 of insurance payments of these Regulations:

- 1) Statement on insurance event;
- 2) Original/electronic copy of Insurance policy;
- 3) Copies of the Insured's identity documents (passport, identity card, child's birth certificate);
- 4) Copies of flight ticket and luggage check;
- 5) Original or notarized copy of finding issued by appropriate health institution with an indication of the Insured's full name, nature of the damage caused to the Insured, diagnosis, period of disability;
- 6) Original or notarized copy of finding issued by health institution which confirmed death of the Insured with an indication of cause of death;
- 7) Notarized copy of the death certificate;
- 8) Originals of checks, fiscal and sales bill, receipts for the purchases from pharmacies and medical institutions, confirming purchases of medical supplies, procedures, appointment with doctor, with an indication of items of each drug, procedure, appointment, their number, cost, acquisition date and full name of the Insured. In case of absence of currency on checks, fiscal and sales bill, receipts and other documents, confirming payment, the Insurer automatically settles insurance payment in KZT of the host country's currency at the official National Bank of the RK rate at a day of the payment ;
- 9) Originals and notarized copies of attending physician's detailed prescriptions (appointments and receipts) for medicines, procedures, appointment with doctors for which was billed with an indication of appointment date, diagnosis, which had led to appointment and the Insured's full name;
- 10) Notarized copies of health records, medical history or statements from the listed documents certified by authorized person and sealed with a stamp of relevant medical facility; originals of x-ray images;
- 11) In case of insurance event resulted from accident (trash), wrongdoing of the third parties, fire and etc., additionally – originals and copies of competent authorities' (documents of internal affairs units, prosecutor's office, investigative authorities, bodies of inquiry; judiciary; fire supervision bodies and etc.) relevant documents certified by authorized persons, confirming the occurrence of the insurance event, damage caused, identify the persons who caused the damage;
- 12) In case of production of documents' duplicates by the Insured – receipt of consular fees for passport and visa recovery , receipt of payment for photographs necessary for registration of relevant documents, receipt of payment for services of transport company for recovery of travel documents;
- 13) Documents identifying the Beneficiary, IIN, bank details of the Beneficiary's account, in case of the Insured's death – additional notarized copy of the inheritance rights certificate.
- 14) Copy of the passport with departure/arrival marks from/to the territory of the Republic of Kazakhstan.

10.2. Documents are provided to the Insurer in the original or in copy notarized or certified by original stamp and signed by authorized person of competent organizations. Medical documents shall be on a form of medical organization, signed by doctor with an indication of his full name and stamped by individual seal of the doctor and seal of the medical organization.

10.3. All documents mentioned in this section, shall be provided to the Insurer in Russian or Kazakh languages, or translated into Russian or Kazakh languages, in this case translation shall be notarized.

10.4. Insurer received documents shall prepare a report in two copies with an indication of full list of the documents provided by complainant and date of receiving. One copy shall be given to complainant, the second copy with complainant's mark on its receiving is to be retained by the Insurer.

10.5. The Insurer is entitled to shorten the above listed documents or require additional documents, if in particular circumstances their absence makes establishment of the insured case occurrence and loss adjusting impossible.

10.6. Insurer reserves the right to check all provided documents and conduct its own investigation until medical examination of the Insured by specialists and independent ascertaining the reasons and circumstances of the insurance event occurrence. In this case, the Insurant (Insured) is obliged to provide access to the Insurer to all necessary documents indicating the Insured's health status before and after the insured event, necessary for insurance indemnity, as well as on demand of the Insurer undergo a medical examination in the medical institution indicated by the Insurer at expense of the Insurer and provide its results.

10.7. The amount of insurance payment is determined by the Insurer on the basis of documents confirming expenses incurred by the Insured. In case of franchise established by Insurance payment, insurance payment is carried out minus franchise sum.

10.8. If any kind of occurred events (circumstances) had not been reflected in these Regulations, the Insurer is entitled to adopt the compromise solution at his discretion.

10.9. The Insurer is obliged to make a decision on insurance indemnity and to pay insurance payment to the Beneficiary within 15 (fifteen) business days from the date of receiving all required documents.

10.10. In case of institution of criminal proceedings or initiation of judicial proceedings against the facts which gave rise to the occurrence of insured event, decision on insurance payment may be deferred until the end of the investigation or court proceedings, or establishment the innocence of the Insured.

10.11. Insurance payment is paid to Beneficiary by the Insurer in KZT at the official National Bank of the Republic of Kazakhstan foreign exchange rate at date of the insured event occurrence. If the National Bank of Republic of Kazakhstan does not convert the official currency in which the Insured's expenses caused, conversion is carried out in accordance with the resource data listed in terms of the Insurance policy.

10.12. Recipients of persons under 18 are parents, legal guardians.

10.13. For the late insurance indemnity the Insurer is liable in accordance with the article 353 of the Civil Code of the Republic of Kazakhstan.

## **11. PROCEDURE AND PROVISIONS OF THE INSURANCE INDEMNITY PAYMENT**

11.1. Upon the occurrence of an insured event the Insurer shall pay the insurance payment in accordance with the terms of these Regulations.

11.2. Total sum of insurance payment under Insurance policy shall not exceed an insurance sum indicated in Insurance policy regarding each Insured person.

11.3. Insurance policy also determines an amount of insurance sum for certain risks (cost covered), consequently the Insurant's (Insured's) expenses are covered in an amount which does not exceed the relevant insurance sum specified for each certain risk.

11.4. The insurance payment sum of services rendered for each individual risk/group of risks shall not exceed an insurance sum for specific risk/group of risks specified by Insurance policy for the Insured.

11.5. Insurance payment is carried out in the following terms: Insurant, Insured in order to get insurance payment, if he made the payment for services stipulated by the Insurance policy himself, he shall declare to the Insurer in writing about the occurrence of the insured event and provide all

necessary documents not later than 10 (ten) business days from the date of arrival to the territory of the Republic of Kazakhstan.

## **12. DEADLINE FOR DECISIONS ON INSURANCE PAYMENT OR REFUSAL TO PAY INSURANCE PAYMENT**

12.1. Unless otherwise stipulated in Insurance policy, the Insurer's making decision on insurance payment or refusal to pay insurance payment is carried out within 15 (fifteen) business days from the receipt of documents stipulated in the Insurance policy by the Insurant. The decision to refuse or postpone of insurance indemnity is made by the Insurer and is informed to the Insurant in writing with indicating well-founded reasons within the same time limit.

12.2. The Insurer is entitled to defer insurance indemnity until the end of the investigation and the final judgement, if competent authorities initiated criminal, civil or administrative proceedings with regard to the Insurant (Insured, Beneficiary) and circumstances which led to the occurrence of the insured event and caused damage are being investigated.

12.3. The Insurer shall be exempt from insurance indemnity, if the insured event resulted from :

- 1) Insured's suicide or suicide attempt;
- 2) Plastic surgery, cosmetological treatment and any other types of treatment related to facial deficiencies or bodily disorders;
- 3) Mental diseases and illness, venereal diseases, HIV/AIDS, oncological diseases, congenital diseases and malformation, tuberculosis, pancreatic diabetes and their consequences, epileptic seizure or other seizures, convulsive attacks;
- 4) Insured being alcohol, drug or psychotropic intoxicated, regardless of the degree (of intoxication);
- 5) Complications in pregnancy/childbirth, as well as abortion, premature incomplete miscarriage, caesarean section;
- 6) Epidemic, quarantine;
- 7) Liquidation of tourism organizations;
- 8) not fulfilling or improperly fulfilling obligations of tourism organization and its counterparties;
- 9) Insured involved in any types of sport, recreational activities, participate in activities/entertainment which have elements of sport; participation of the Insured in auto-, moto-, cycling races or competition as a driver or participant.

12.5. For the late insurance indemnity or delay of the insurance premium payment, the parties are liable. An amount of penalty is determined in accordance with the article 353 of the Civil Code of the Republic of Kazakhstan.

12.6. The insurance shall not cover any moral damage: damage caused by the distribution of information discrediting the honor, dignity and business reputation (not connected with the Insurer's obligation to keep the insurance secrecy), losses of the Insurant or person admitted to drive the vehicle, Beneficiary (including fines, penalties, forfeits, court costs, rental cost on other property, rental cost on room during the repair of the property, travel expenses, losses related to the production downtime, loss of value of a commodity/commercial appearance of the property, loss of profit).

12.9. The Insurer's refusal to pay the insurance indemnity can be appealed by the Insurant/Beneficiary in the Court.

## **13. PROCEDURE AND TERMS OF INSURANCE POLICY TERMINATION**

13.1. the Contract shall be considered as terminated in the following cases:

- 1) failure of the Insurant to pay the regular insurance contribution in the amount and time frame stipulated by Insurance policy;
- 2) from the moment of the Insured's departure is registered by border and/or customs agencies in the insurance territory (of host country) specified in the Insurance policy, but not later than expiration date of the Insurance policy;
- 3) after expiration of the Insurance policy;

4) in case of early termination of the Insurance policy.

13.2. In addition to the general reasons for obligations termination, as well as reasons for early termination of the Insurance policy, stipulated by article 841, paragraph 1 of CC of the Republic of Kazakhstan, Insurance policy is early terminated in the following cases:

- 1) insurance indemnity made by the insurer in an amount of insurance sum specified in the Insurance policy;
- 2) failure of the Insurant to notify the Insurer about learnt significant changes of circumstances reported to the Insurer during the Contract signature if such changes can essentially affect the increase of insurance risk, or if the Insurant objects to change/amend the Contract provisions or pay the additional insurance premium commensurable to the risk level increase;
- 3) termination of the Insurance policy on demand of the Insurant or Insurer, as well as by agreement between the parties.

13.3. Procedure and consequences of early termination of the Insurance policy on the basis stipulated in p.13.2, p. 1) of these Regulations:

- 1) In the given cases the Insurance policy is considered as terminated from the moment of the occurrence of circumstance stipulated as a reason for early termination of the Insurance policy, in this case notice of Insurance policy termination is not required.
- 2) In case of termination the Insurance policy on these grounds, insurance premium paid to the Insurer is not refundable.

13.4. Procedure and consequences of early termination of the Insurance policy on the basis stipulated in p.13.2, p. 2) of these Regulations:

- 1) In the given cases the Insurance policy is considered as terminated from the moment of occurrence of circumstances which increases the level of risk.
- 2) In this case the Insurer is obliged to notify the Insurant about termination of the Insurance policy within 3 (three) business days from the date:
  - a) When the Insurer had become aware of the Insurant's failure to notify about the risk level increase.
  - b) Receipt of the Insurant's refusal for amendments to the Insurance policy or additional payment of insurance premium.
  - c) The expiration of the period stipulated by the Insurance policy to pay insurance premium, the Insurer's requirements to amend the Insurance policy and/or pay additional insurance premium.
- 3) In case of In case of termination the Insurance policy on these grounds, insurance premium paid to the Insurer is not refundable.

13.5. Procedure and consequences of early termination of the Insurance policy on the basis stipulated in p.13.2, p. 3) of these Regulations:

- 1) The Insurance policy is considered as terminated from the date after the Insurer (to the Insurant) notified about the termination in writing or the date of the relevant court decision's entry into force (when a dispute was solved in litigation), in this case initiating party is obliged to notify another party about termination intention not less than 1 (one) business days until the date of the Insurance policy termination.

13.6. In case of early termination of the Insurance policy upon the application of the Insurant before the insurance coverage begins, the Insurer shall return to the Insurant 100% of the insurance premium paid. Insurant must submit to the Insurer a written application for cancellation not less than 1 (one) working day before the insurance coverage period begins.

In case of the Insurance policy early termination under the circumstances listed in the article 1, paragraph 1 of the CC of the Republic of Kazakhstan, the Insurer has the right for a part of insurance premium proportional to the period of the insurance coverage validity and reimbursement of the expenses incurred for the business operations which amount to 35% (thirty five per cent) of the total insurance premium.

13.7. In case of the Insurant's refusal from the Insurance policy after the insurance coverage period begins, if it is not connected to the circumstances listed in the article 841, paragraph 1 of the CC of the Republic of Kazakhstan, the insurance premium or insurance contributions paid to the Insurer are non-refundable.

13.8. In cases, when early termination of the Contract is caused by non-fulfillment of its conditions due to the fault of the Insurer, the latter shall be obliged to return the insurance premium or insurance contributions in full to the Insurant paid by Insurant.

13.9. In cases, when early termination of the Contract is caused by non-fulfillment/improper fulfillment of its conditions due to the fault of the Insurant, the insurance premium or insurance contributions paid to the Insurer are non-refundable.

13.10. The insurance premium required to be repaid shall be paid by the Insurer as one-time payment within 20 (twenty) business days from the moment of receipt of the application for the Insurance policy termination.

#### **14. CONSEQUENCES OF RISK LEVEL INCREASE DURING THE PERIOD OF THE INSURANCE POLICY**

14.1. During the period of the Insurance policy the Insurant (Insured) is obliged to immediately notify the Insurer about any learnt significant changes in the circumstances reported to the Insurer during the Insurance policy signature, if such changes can considerably affect the insurance risk increase;

14.2. As significant changes are considered: change of travel purpose, identification of chronic or acute diseases, affecting to the central nervous system (movement disorder, attention deficit, reaction, including drowsiness, etc.), change of occupation, insurance territory, participation in sport or recreational activities. This obligation applies equally to the Insured.

14.3. The Insurer informed of the circumstances that render risk level increase, is entitled to request termination of the Insurance policy in accordance with the legislation of the Republic of Kazakhstan.

14.4. The Insurer may not demand the Insurance policy termination if the circumstances that render risk level increase have ceased.

#### **15. AMENDMENT OF THE INSURANCE POLICY TERMS AND PERIOD OF VALIDITY. PROCEDURE OF THE INSURANCE POLICY'S DUPLICATE PRODUCTION**

15.1. Introduction of changes and amendments to this Insurance policy shall be done upon agreement of the Parties based on written application by any Party.

15.2. Rewriting of the Insurance policy which is not yet in force is carried out by the Insurer, provided that he received a written statement from the Insurant prior to the start of the Insurance policy. In case of rewriting the Insurance policy for a new duration, the Insurer deducts expenses for a form in amount of 200 (two hundred) KZT from the paid insurance premium. The Insurer setoff the insurance premium under the initial Insurance policy, minus 200 (two hundred) KZT, to the insurance premium account under the new Insurance policy;

15.3. Rewriting of the Insurance policy which entered into force, is carried out by the Insurer for all risks stipulated by these Regulations according to the written application of the Insurant which received after the starting date of the Insurance policy. The Insurer retains from the insurance premium:

- Part of the insurance premium proportional to the period of the insurance expiry;
- Expenses for a form in amount of 200 (two hundred) KZT.

Following the above-mentioned deductions, the Insurer setoffs the remainder of the insurance premium to the insurance premium account under the new Insurance policy;

15.4. When rewriting the Insurance policy in case of:

- new duration of the insurance is less (in number of days) than the duration of the initial Insurance policy, the Insurer returns a part of the insurance premium with deduction of expenses listed in p. 15.2 and p. 15.3 within the s. 13.11 of these Regulations;
- new duration of the insurance have not changed, the Insurant pays deductions listed in p. 15.2 and p. 15.3;
- new duration of the insurance more (in number of days) than the duration of the initial Insurance policy, the Insurant pays deductions listed in p. 15.2 and p. 15.3, and pay the difference relevant to an increase of the insurance duration.

15.5. The registration of the duplicate is carried out by the Insurer on the basis of the written application of the Insurant. The Insurer documents the duplicate within 1 (one) business day from the moment of application receipt from the Insurant. When documenting the duplicate, the Insurer deducts expenses for a form in amount of 200 (two hundred) KZT.

15.6. The Insurer is entitled to refuse to register the duplicate of the Insurance policy, in case of application submission following the termination of the Insurance policy.

## **16. PROCEDURE OF DISPUTES SETTLEMENT**

16.1. Any disputes and/or disagreements arising out of or in connection with this Contract shall be settled through negotiations.

16.2. If the Parties do not reach agreement, disputes shall be resolved in accordance with the legislation of the Republic of Kazakhstan.

## **17. FINAL PROVISIONS**

17.1. By agreement of the parties, to the Insurance policy which is concluded in accordance with these Regulations may be included special conditions (insurance reservation clauses, definitions, exceptions, etc.) which are not contrary to the legislation of the Republic of Kazakhstan

Введено в действие с момента утверждения				
	Должность	Ф.И.О.	подпись	дата
Подписано	И.о. Председателя Правления	Нурмамбетова И.Д.		30.03.18
Согласовано	Заместитель Председателя Правления	Кененбаев Б.С.		30.03.18
Согласовано	Заместитель Председателя Правления	Назаргалиев К.Б.		30.04.18
Согласовано	Управляющий директор, член Правления	Сейтбек Р.С.		30.07.18
Согласовано	Управляющий директор по вопросам андеррайтинга, член Правления	Кадеров А.М.		11.08.18
Согласовано	Юрисконсульт отдела по договорной работе и правовому обеспечению Юридического департамента	Маслова Е.К.		30.07.18
Согласовано	Директор Департамента медицинского страхования	Алибеков М.Р.		30.07.18
Согласовано	Актuariй	Абетаева К.А.		30.07.18
Согласовано	Начальник Управления статистики договоров страхования и перестрахования	Кашкина М.С.		30.04.18
Согласовано	Комплаенс-контролер Службы по управлению комплаенс-рисками	Абдуллаева А.З.		30.07.18
Согласовано	Начальник Отдела Андеррайтинга Управления андеррайтинга и перестрахования	Зудилин С.А.		30.04.18
Согласовано	Начальник Службы по управлению рисками	Мухитдин Е.М.		30.07.18
Согласовано	Главный специалист Управления выплат по работе с ключевыми клиентами	Сатыбалдинов Д.М.		30.04.18
Согласовано	Директор Департамента продаж	Иманбаев Д.Б.		30.07.18
Согласовано	Директор Департамента методологии и СМК	Шатырбеков Е.К.		30.07.18
Разработал	Управляющий директор по развитию розничных и электронных продаж Проектного офиса	Джазылбеков Е.С.		30.02.18