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Article 1. General Provisions and Concepts

- 1. Under the terms of these Regulations on voluntary insurance of persons traveling abroad (hereinafter referred to as the Regulations/Insurance Regulations), Eurasia Insurance Company Joint Stock Company, hereinafter referred to as the Insurer, enters into Voluntary Insurance Contracts for persons traveling abroad of the Republic of Kazakhstan by way of the policyholder joining these Rules of insurance regulations, and issuance by the Insurer to the Policyholder of an insurance policy Appendix No. 1 to the Regulations (hereinafter referred to as the Insurance Contract/Insurance Policy).
- 2. The following concepts shall be used in these Insurance Regulations:
- 1) A policyholder refers to a person who has entered into an insurance contract with an insurer.

A legally capable individual, regardless of their citizenship, or a legal entity of any legal form and structure that has entered into an Insurance Contract with the insurer;

- 2) **Insured Person** refers to a person in respect of whom insurance is effected, who travels abroad of the Republic of Kazakhstan (to the country of the non-permanent place of residence, or to a country that is not a country of their citizenship);
- **3) Beneficiary** a person who, under the Insurance Contract, is the recipient of the insurance payment. Under the terms of the Contract the Beneficiary shall be:
- a) medical assistance in case of provision of services by a service company to the Insured Person to the amount of the services rendered:
- b) Insured (in cases provided by the Insurance Regulations). If minors are insured, then the Beneficiaries shall be their parents, guardians, or caregivers, and in the event of death of the Insured(s), his/her (their) legal heirs;
- **4) Insurance premium** the amount of money that the Policyholder is obliged to pay to the Insurer for the latter's acceptance of obligations to make an insurance indemnity payment to the Policyholder (the Beneficiary) in the amount determined by the Insurance Contract;
 - 5) Insurable interest the property interest of the Policyholder (the Insured, the Beneficiary)



in preventing risks and preventing the occurrence of an insured event;

- **6) Insurance indemnity payment** the amount of money paid by the Insurer to the Policyholder (the Beneficiary) within the sum insured upon the occurrence of an insured event;
- 7) **Insured event** an event that has signs of probability and randomness of its occurrence, with the occurrence of which the Insurer's obligation to pay an insurance indemnity arises;
- **8) Assistance Company (Medical Assistance)** an organization that is in a contractual relationship with the Insurer, providing services to the Insured in the country of temporary residence in accordance under these Insurance Guidelines;
- 9) Medical institution (medical network) a specialized medical institution with which the Service Company has entered into an agreement for the provision of medical services for the Insured Persons;
- **10) Territory of insurance** the territory specified in the Insurance Contract, which is covered by the Insurer's insurance coverage;
- 11) Accident a sudden, short-term event (incident) that occurred outside the Republic of Kazakhstan, against the will of the Insured, as a result of external mechanical, electrical, chemical, or thermal effects on the body of the Insured, resulting in harm to health or death of the Insured;
- **12) Sudden acute disease** a sudden and unforeseen health disorder of the Insured, caused by external factors that led to acute poisoning and/or sudden exacerbation of chronic disease (only covered by insurance until the elimination of pathological symptoms and conditions) of the Insured during the validity period of the Insurance Contract.
- 13) Medical transportation transportation of the Insured for emergency medical reasons, in connection with the need to provide medical care on an outpatient or inpatient basis, to the nearest medical institution by a specialized or ordinary vehicle, accompanied or unaccompanied by a medical worker;
- 14) Emergency medical evacuation transportation of the Insured (if there are medical indications, as well as the transportability of the Insured, confirmed by the attending physician, with an accompanying person) from the territory of the country of temporary residence (territory of insurance) to the first International Airport which is the nearest to the permanent place of residence of the Insured, when:
- a) hospital stay expenses may exceed the limit established by the Insurance Contract, and the Insured is unable (refuses) to pay the difference between the estimated medical expenses and the sum insured:
- b) there is no opportunity to provide the Insured with the required medical care in the country of temporary residence (territory of insurance).

Emergency medical evacuation is only carried out in cases where its necessity is confirmed by the conclusion of the Insurer's doctor, based on the documents of the attending physician, and in the absence of medical contraindications.

Expenses for emergency medical evacuation shall be covered within the limits of the sum insured established in the Insurance Contract;

- **15) Repatriation** organization by the Medical Assistance of transportation of the body of a deceased Insured to the nearest international airport in the Republic of Kazakhstan, or the international airport of the country of citizenship/permanent residence of the Insured;
- **16) Accompanying person** a family member (relative) or another person who can travel abroad to accompany the Insured, where such escort is necessary for medical reasons;
- **17**) **Relatives** parents (adoptive parents) of the Insured, spouse (wife), children of the Insured, siblings, grandparents, and grandchildren;
- 18) Sports a sphere of socio-cultural activity as a set of sports (a set of physical exercises or intellectual abilities in competitive activities), which has developed in the form of athletic competitions and special training of a person for them;
- 19) Urgent arrival of the accompanying person it is dictated by the urgency of the situation and strictly in compliance with the medical advice of a doctor about the need for the accompanying person to arrive at the medical institution of hospitalization of the Insured in the country of temporary residence (if the Insured traveled alone);



- **20**) **Evacuation of children** the return of children (aged 0 to 18 years), traveling together with the Insured and left unattended due to a sudden illness of the Insured, to the nearest international airport of the country of citizenship/permanent residence of the Insured;
- **21) Emergency medical care** medical assistance requiring immediate medical intervention to prevent significant harm to health or eliminate the threat to life in case of sudden acute illnesses, injuries, a sharp deterioration in health, or exacerbation of chronic diseases in accordance with the list determined by the Insurance Contract;
- **22)** Pathological conditions and symptoms in which emergency medical care is indicated:
 - Injuries;
 - Wounds:
 - Dislocations:
 - Burns;
 - Electric shock and lightning burns;
 - Concussions and cerebral contusion;
 - Freeze burns:
 - Asphyxia of all kinds;
 - Drowning;
 - Intoxication;
 - Bites of poisonous snakes and insects;
 - Sudden loss of consciousness:
 - Pain, including acute toothache;
 - Body temperature rise (above 38°C);
- Acutely developed disorders of cardiovascular activity (sudden onset of pain or heart rhythm disorder);
- Breathing problems shortness of breath, suffocation, as a result of foreign bodies entering the respiratory tracts;
 - Paralysis, convulsive seizures;
 - Bleeding, hematemesis, vomiting, and food poisoning;
 - Sudden acute illness.
 - **23**) Deductible the exemption of the Insurer from compensation for damage not exceeding a certain amount, provided for by the terms of the insurance.

With a franchise deductible, the Insurer is exempt from compensation for damages not exceeding the established deductible amount but must compensate the damage in full if its amount exceeds this sum.

With a straight deductible, damages are in all cases reimbursed minus a set amount.

A deductible is set either as a percentage of the sum insured or in absolute terms.

24) An authorized body of the Republic of Kazakhstan for financial monitoring - a government authority that carries out financial monitoring and takes other anti-money laundering measures with respect to proceeds from crime, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction.

Article 2. Interest Insured

- 1. The insured interest is the property interests of the Insured associated with pathological conditions and symptoms in which emergency medical care is indicated, urgent medical evacuation, the cost of transporting the body of the Insured in the event of their death, or accidents that occurred during their stay outside the Republic of Kazakhstan.
- 2. By joining these Insurance Guidelines by entering into an insurance contract, Policyholder confirms his consent and the consent of the Insured (Beneficiary) to the collection and processing by the Insurer or a third party of the personal data of the Insured (Beneficiary), including the transfer of personal data when entering into a Reinsurance Contract. Any personal data is used for fulfillment by the Insurer or by a third party of the terms of the Contract and/or the legislation of the Republic of Kazakhstan, and for the implementation of the objectives of the Insurer's activities as a whole.
- 3. By entering into an insurance contract, the Policyholder confirms their consent, and the consent



of the Insured (Beneficiary) to the collection, storage, and processing of personal data, including the transfer of such data to third parties following the requirements of the legislation of the Republic of Kazakhstan.

- **4.** By entering into an insurance contract, the Policyholder confirms that he has received the written consent of the Insured to sign an insurance contract, and to the processing by the Insurer or by a third party of the personal data of the Insured, including consent to the cross-border transfer of personal data, including the transfer of such data to third parties under the legislation of the Republic of Kazakhstan, and replacement of the Insured.
- **5.** Proving the occurrence of an insured event, and the losses caused thereby, shall lie with the Policyholder (Insured, Beneficiary).

Article 3. Insured Events

- 1. An insured event refers to pathological conditions and symptoms that have signs of probability and chance, in which emergency medical care is indicated, or an accident that led the Insured to the condition specified in paragraph 2 hereof, which occurred outside the Republic of Kazakhstan and caused damage to health and to the costs of receiving emergency medical care, urgent medical evacuation, the costs of transporting the body of the Insured in the event of their death.
- 2. Under these Insurance Regulations, only the following events shall be recognized as an insured event, and shall be covered if occur as a result of an accident or a pathological condition and symptoms, in which emergency medical care is indicated outside the Republic of Kazakhstan, or outside the country of permanent residence/country of citizenship of the Insured:
 - 1) Injuries;
 - 2) Wounds;
 - 3) Dislocations;
 - 4) Burns:
 - 5) Electric shock and lightning burns;
 - 6) Concussions and cerebral contusion;
 - 7) Freeze burns;
 - 8) Asphyxia of all kinds;
 - 9) Drowning;
 - 10) Intoxication;
 - 11) Bites of poisonous snakes and insects;
 - 12) Sudden loss of consciousness;
 - 13) Pain, including acute toothache;
 - 14) Body temperature rise (above 38°C);
 - 15) Acutely developed disorders of cardiovascular activity (sudden onset of pain or heart rhythm disorder);
 - Breathing problems shortness of breath, suffocation, as a result of foreign bodies entering the respiratory tracts;
 - 17) Paralysis, convulsive seizures;
 - 18) Bleeding, hematemesis, vomiting, and food poisoning;
 - 19) Sudden acute illness.
 - 20) Emergency evacuation as a result of the above conditions of the Insured;
- 21) Transportation of the body of the Insured in case of death as a result of an accident or acute sudden illness abroad.
- **3.** Scope of obligations of the Insurer:
- 1) provision of the Insured with emergency medical aid in the country of temporary residence (expenses associated with pain-relieving dental treatment are reimbursed within the limit);
 - 2) organization of travel (evacuation) of the Insured by regular transport¹ to the nearest

^{*} Regular transport is the process of transportation of passengers and luggage (cargo luggage) over a certain time interval between geographical points.



international port of the country of permanent residence. In each specific case, the decision to evacuate and the choice of the mode of transport is made by the Insurer's doctor and the local attending physician. Without the specified agreement, the Insurer shall not reimburse the costs of the evacuation of the Insured:

- 3) transportation of the body (transportation) of the Insured in case of his/her death from the country of temporary residence to the nearest international port of the country of permanent residence of the Insured;
- 4) if provided for by the Insurance Contract, ensuring the urgent arrival of the accompanying person to the nearest port of the country of residence of the Insured outside the Republic of Kazakhstan. In the event of an emergency and strictly by medical prescription of a doctor about the need for the accompanying person to arrive at the medical institution of hospitalization of the Insured in the country of temporary residence (if the Insured traveled alone).
- 5) if provided for by the Insurance Contract, ensuring the evacuation of children aged 0 to 18 traveling together with the Insured and left unattended due to a sudden illness of the Insured. Evacuation is carried out from the country of temporary residence to the nearest international port of the country of permanent residence of the Insured or the child or next of kin/parent to the nearest international airport of the country of citizenship/permanent residence of the Insured, the child or a close relative/parent.

Article 4. Insurance exclusions and insurance limitations

1. Under these Insurance Regulations, no costs incurred by the Insured due to the following reasons shall be recognized as insured events:

- 1) the intent of the Policyholder (Insured) or the commission of an offense (crime) by them, which is in direct causal connection with the insured event;
 - 2) nuclear explosion, radiation or radioactive contamination;
- 3) provision of medical services that are not related to emergency medical care and are not prescribed by the attending physician;
 - 4) hostilities, popular unrest, strikes, civil war, or terrorist attacks;
- 5) diagnosis and treatment of chronic, venereal diseases, oncological diseases, their complications, and exacerbations;
- 6) diseases that required treatment during the last 6 months before the commencement of the Insurance Contract, and diseases that the Insured had on the day the trip began, consequences (complications) that arose in the period after surgical or therapeutic treatment of this disease;
 - 7) diseases or injuries associated with a systemic disease, or disability;
 - 8) preventive vaccinations and medical check-ups;
 - 9) mental illness, depression;
- 10) purchase of glasses, contact lenses, hearing aids, any medical products (including crutches, wheelchairs, bandages), and prostheses;
 - 11) cosmetic or plastic surgery of any kind;
 - 12) solar radiation:
 - 13) diagnosis and treatment of venereal diseases, (HIV) AIDS, sexually transmitted diseases;
- 14) treatment in resort houses, hospitals, holiday hotels, and other medical or therapeutic resort or treatment centers; rehabilitation measures;
- 15) pregnancy and any complications of pregnancy, as well as abortions (including spontaneous miscarriages) except for forced termination of pregnancy as a result of an accident;
- 16) orthopedic prosthetics, including any type of dental prosthetics, as well as cosmetic procedures;
- 17) infectious diseases that could have been prevented by early vaccination and/or resulting from a violation by the Policyholder (Insured) of preventive quarantine measures after contact with a carrier;



- 18) examinations, tests, taking medications that are beyond the limits of necessity and sufficiency, according to the doctors of the Assistance Company, prescribed to eliminate pathological conditions and symptoms in which emergency medical care is indicated;
 - 19) dental care, except emergency, specified in these Insurance Regulations;
- 20) treatment with non-traditional methods (homeopathy, manual therapy, massage), remedial (rehabilitation) treatment, physiotherapy, and/or "folk" methods of treatment;
 - 21) consequences of alcoholic, narcotic, or other intoxications;
 - 22) consequences of a suicide attempt, or self-mutilation;
- 23) official or unofficial sports competitions using any means of transport (except for cases where the purpose of the trip is indicated in the Contract as "Sport");
 - 24) assisted conception, treatment of infertility, prevention of conception;
- 25) any civil liability for causing harm to third parties, including civil liability of a vehicle owner for causing harm to third parties;
- 26) damage to life and health in a state of any intoxication (narcotic, psychotropic, alcoholic, or medicinal);
- 27) self-treatment, appointment, and treatment by a family member of the Policyholder (Insured);
 - 28) iatrogenic diseases if caused by the actions of a doctor not authorized by the Insurer;
 - 29) if an acute sudden illness or accident occurred outside the territory of insurance;
 - 30) serving or undergoing appropriate training in military and law enforcement agencies;
- 31) refusal of the Policyholder (Insured) to evacuate to the country of permanent residence in cases where it is permitted and necessary for medical reasons;
- 32) voluntary refusal of the Policyholder (Insured) to comply with the doctor's prescriptions received by them in connection with an insurance claim;
- 33) injuries or death of the Insured as a result of the Insured's ignoring the prohibitory (warning) safety signs or restrictions ("No entry/passage", "No swimming", etc.);
- 34) illnesses or injuries resulting from Insured engaging in professional or amateur sport, including the result of participation in sports competitions (except for the cases where the Contract specifies "Sport" as the purpose of the trip);
- 35) medical expenses associated with the passing of a medical commission (medical check-up) for admission to study, to preschools and schools, to work or military service, to participate in sports events, to obtain permission to enter another state, as well as for obtaining permission to drive a vehicle, carry weapons, to obtain a deferral or exemption from military service, to obtain certificates for visiting sports (health) organizations or events;
 - 36) medical expenses associated with therapeutic resort treatment;
- 37) expenses associated with the acquisition of metal structures, implants, prostheses for reconstructive and other types of operations to treat diseases of the musculoskeletal system;
- 38) expenses associated with the purchase of medical supplies intended for rehabilitation and patient care;
- 39) expenses associated with the use, repair, and adjustment of corrective medical devices (contact lenses, frames, hearing aids, hearing implants);
- 40) diagnostic measures and/or tests/examinations, if, as a result of their conduct, a disease, circumstance, or condition that is included in the category of insurance exceptions under the Insurance Regulations is established.

2. Under these Insurance Regulations, expenses shall not be reimbursed in the following cases:

- 1) a course of treatment started before and continuing during the term of the Insurance Contract and in the event of medical contraindications for making this trip, which the Insured knew or should have known about,
- 2) evacuation or transportation to a medical institution (from one medical institution to another), not organized by the Assistance Company and carried out without prior agreement with the Insurer. This provision shall not apply if the evacuation was caused by emergency circumstances, or if the stay of the Insured at the initially determined place of treatment created a direct threat to their life (health) due to the lack of necessary funds and/or equipment there;



- 3) evacuation in case of minor diseases or injuries (bruises, wounds) that can be treated at the place of stay of the Insured and do not prevent the continuation of the trip or independent return;
- 4) transportation of the body of the disabled Insured or an Insured who suffered from oncological or chronic diseases, as well as a person who arrived abroad to receive treatment and died from the treatment, illness, or injury sustained before traveling abroad;
- 5) causing damage to the Insured as a result of unlawful acts committed by the Insured, or in a state of alcoholic, narcotic, or other intoxication of the Insured;
- 6) intentional acts of the Policyholder (Insured, Beneficiary) aimed at the occurrence of an insured event;
- 7) diseases during the stay of the Insured in a resort treatment facility, in the treatment of which this institution specializes;
- 8) undergoing medical examinations or receiving medical assistance (medical care) not related to a sudden illness or injury of the Insured Person;
- 9) Policyholder providing the Insurer with deliberately false information about their health or the health of the Insured and/or the scope and cost of medical services provided to them, as well as failure to provide such information;
- 10) medical procedures conducted by a doctor or nurse, which are not mandatory for the diagnosis and treatment of this disease;
 - 11) rehabilitation treatment or physiotherapy;
- 12) related to the provision of additional comfort (luxury rooms, TV, telephone, air conditioning, services of a hairdresser, massage therapist, beautician);
 - 13) carrying out preventive vaccination, disinfection, medical examination;
 - 14) if treatment was provided by relatives of the Insured;
 - 15) purchase or repair of medical goods (glasses, hearing aids).
- 3. The Insurer shall not make an insurance payment for:
- 1) indirect commercial losses of the Policyholder (Insured), losses (fines, or forfeit), losses in the form of lost profits;
 - 2) moral damage.
- **4.** It shall not be an insured event, and the expenses of the Insured as a result of engaging in physical labor, hazardous outdoor activities (including conditions resulting from dangerous hobbies of the Insured, including, but not limited to, skydiving, diving, aeronautics, rally, climbing, skiing, snowboarding, rafting, mountain climbing, surfing, skateboarding, skating, delta paragliding, car, and motorcycle racing, horseback riding, football, hockey, rugby, power sports (weightlifting), all types of wrestling, speleotourism rodeo, skateboard racing, use of bicycles, electric scooters, motorized and electric vehicles, quad bikes, fly-boards, as well as other hobbies, regardless of the model and modification of the equipment and accessories used), amateur or professional sports, excluding cases of insurance of persons who have traveled abroad to participate in sporting events and accepted for insurance, by selecting "Sport" as the purpose of the trip.
- **5.** Under these Insurance Regulations, it shall not be an insured event and insurance indemnity shall not be paid out in the following cases:n
 - 1) diagnosis and treatment of previously unknown, not studied, or understudied diseases;
- 2) COVID-19 coronavirus disease (diagnosis and treatment), except when coverage for this risk is included in the insurance contract as an additional option (special conditions). In this case, the type of currency for calculating the sum insured is determined by the Insurer unilaterally, depending on the territory of insurance;
 - 3) coronavirus infection, unspecified (diagnosis and treatment);
- 4) previously unknown, not studied or understudied/not fully understood diseases (including new types and strains of diseases caused by a viral or bacterial infection);
 - 5) diseases that caused the epidemic/pandemic;
- 6) socially significant diseases, medical and social assistance for which is provided within the guaranteed volume of free medical care in the territory of insurance.



Article 5. Insurance contract execution procedure

- **1.** The insurance declaration is signed based on the insurance declaration of the Policyholder. The application form forms an integral part of the Insurance Contract. The format of the insurance declaration is compiled under the in-house documents of the Insurer.
- 2. At the request of the Policyholder, the insurance contract can be executed by:
 - 1) written claim to the Insurer;
- 2) exchange of information between the Policyholder and the Insurer in electronic form using the Internet resource of the Insurer, upon submission of the documents necessary for due diligence, under the Insurer's "Rules of internal control to counteract the legalization (laundering) of proceeds from crime and financing of terrorism".
- **3.** The Insurer shall have the right to change the form and requested information of the insurance declaration.
- **4.** To enter into the Insurance Contract, the Insurer may require additional information from the Policyholder (Insured) characterizing the insured risk.
- **5.** When entering into the Insurance Contract, the Policyholder shall be obliged to inform the Insurer of the known circumstances that are essential for determining the likelihood of an insured event and the extent of possible losses from its occurrence.
- **6.** The insurance contract must contain the following:
 - 1) name, location, telephone number, and bank details of the Insurer;
- 2) last name, first name, patronymic (if any), individual identification number, economy sector code, residence (resident of the Republic of Kazakhstan or non-resident of the Republic of Kazakhstan), place of residence of the Policyholder (for individuals);
- 3) name, business identification number, economy sector code, a sign of residence (resident of the Republic of Kazakhstan or non-resident of the Republic of Kazakhstan), location and actual address, bank details of the Policyholder (for legal entities);
- 4) last name, first name, patronymic (if any), telephone number, individual identification number of the insurance agent (if it is an individual resident of the Republic of Kazakhstan) or name, location and actual address, telephone number, and business identification number of the insurance agent (if it is a legal entity-resident of the Republic of Kazakhstan);
 - 5) insurable interest;
 - 6) insured events;
- 7) the amount of the sum insured, the type of currency, the procedure and terms for making the insurance payment;
- 8) the amount of the insurance premium, the type of currency, the procedure and terms for paying the insurance premium;
 - 9) an indication of the presence or absence of a commission fee due to the insurance agent;
 - 10) date of execution and validity period of the insurance policy;
- 11) indication of the identification number, a sign of residence and sector of the economy of the Insured (the Beneficiary), if they are not the Policyholder under the insurance policy if the Insured (the Beneficiary) is indicated in the insurance policy;
 - 12) number and series of the insurance policy;
- 13) terms for notifying the Policyholder (Insured) about the missing documents required for making the insurance payment;
 - 14) type of economic activity (for legal entities);
 - 15) the territory of validity of the insurance policy;
 - 16) cases and procedure for amending the terms of the contract;
- 17) type of currency of the sum insured, insurance indemnity payment, and insurance premium;
 - 18) signature of the Insurer.
- 7. When entering into an insurance contract, an agreement must be reached between the Policyholder and the Insurer:
 - 1) on a certain property or other property interest that is the insurable interest;



- 2) on the nature of the event, in the event of the occurrence of which insurance is maintained (insured event);
 - 3) on the amount of the sum insured;
 - 4) on the term of the contract.
- **8.** When signing the Insurance Contract, the Policyholder shall be obliged to inform the Insurer about any circumstances known to the Policyholder that are essential for determining the likelihood of an insured event and the extent of possible losses from its occurrence, where such circumstances are unknown and should not be known to the Insurer, including:
 - 1) name, address, bank details, telephone number;
- 2) last name, first name, date of birth, address of permanent residence, telephone number of the Insured:
 - 3) the territory of insurance, the purpose and period of the trip abroad;
 - 4) telephone number of a close relative who can be contacted if necessary;
 - 5) list of expenses and services covered by insurance;
- 6) any diseases, including chronic diseases, oncological diseases, disability, pregnancy in persons included in the Insurance Contract as Insured.
- **9.** To enter into an Insurance Contract, the Insurer may request from the Policyholder documents characterizing the extent of risk that are essential for determining the likelihood of an insured event and the extent of possible losses from its occurrence, where such circumstances are unknown and should not be known to the Insurer.
- **10.** The insurer, upon revealing the fact of provision by the Policyholder of false information, or concealment of information, refuses to pay insurance indemnity.
- **11.** The Insured is prohibited from transferring the insurance policy to other persons to receive services under the Insurance Contract.
- **12.** If it is established that the Insured has transferred the insurance policy to another person for such a purpose, the Insurer shall have the right to terminate the Insurance Contract early in respect of this Insured without a refund of the insurance premium.
- **13.** In case of loss of the insurance policy, the Insured must notify the Insurer thereof within 24 hours. Lost documents are considered invalid and cannot be the basis for contacting the Assistance Company. Based on a written declaration of the Insured, the Insurer shall send to the Insured an electronic copy of the Insurance Contract or a paper copy of the Insurance Contract.

Article 6. Sum insured determination procedure. Deductible

- **1.** Sum insured the amount of money for which the insurable interest is insured and which represents the ceiling of liability of the Insurer in the event of an insured event.
- **2.** The sum insured shall be determined based on the list and cost of expenses and services covered by insurance and stipulated in the Insurance Contract.
- **3.** An insurance contract may establish the following:
- 1) the total limit of liability in this case, the amount of all insurance payments for all insured events for the entire period of validity of the Insurance Contract cannot exceed this amount;
 - 2) the maximum liability for one or more insured events;
 - 3) the maximum liability for one or more insurance risks, for one or more expenses and services covered by insurance, for one or more insured events.
- **4.** The amount and type of deductible are stipulated in the Insurance Contract.

Article 7. Insurance Premium

1. The insurance premium is established by the Insurance Contract and means the amount of money that the Policyholder is obliged to pay to the Insurer for the latter's acceptance of the obligation to make an insurance indemnity payment upon the occurrence of an insured event.



- 2. The amount of the insurance premium payable under the Insurance Contract shall be calculated based on the insurance rates that determine the insurance rate charged per unit of the sum insured, with a view to specific conditions of insurance: the period of insurance, the age, and a number of the insured, the territory of insurance, the amount of the sum insured, the purpose of the trip, and correction factors.
- **3.** The insurance premium shall be payable by the Policyholder as a lump sum or in installments in the form of periodic insurance premiums, in cash, or by bank transfer. The terms of payment shall be stipulated in the Insurance Contract.
- **4.** If the Policyholder fails to pay the insurance premium (insurance contribution) within the timeframe specified in the Insurance Contract, the Insurer shall have the right to terminate the Insurance Contract unilaterally from the date of non-payment of the insurance premium (insurance contribution) by a simple written notice.
- **5.** The date of payment of the insurance premium (insurance contribution) shall be the date of receipt of funds to the bank account or cash desk of the Insurer.

Article 8. Duration and place of validity of the insurance contract

- **1.** The insurance contract is executed for the period of stay of the Policyholder (Insured) in the territory of insurance, but not more than for one year.
- **2.** The insurance contract may be executed for one specific trip (travel, hike, tour, business trip, etc.) of the Policyholder (Insured) abroad, for the period of its duration.
- **3.** In case of insurance under the "Multi-Trip" program, which provides for multiple trips of the Insured abroad, the insurance coverage shall be valid for the period of the Insured's actual stay abroad. The actual number of days during which the Insurance Contract is valid shall be indicated in the Insurance Contract.
- **4.** The period of validity of insurance coverage shall begin from the moment the Insured person crosses the border of the country specified in the Insurance Contract (marked by border guards in the passport), but not earlier than the beginning of the insurance period, and shall end at the time of return, when the Insured person crosses the border of the country of permanent residence, or at 24.00 hours of the last day of the validity period of the Contract specified in the insurance policy.
- **5.** Under these Regulations, the place of validity of the Insurance Contract shall extend exclusively to the territory specified in the Insurance Contract (insurance policy).
- **6.** The insurance contract shall not be valid in the following territory:
 - 1) The Republic of Kazakhstan;
 - 2) permanent residence or citizenship of the Insured.

Article 9. Rights and Obligations of the Parties

1. The Policyholder shall have the right to:

- 1) request from the Insurer information about its solvency and financial stability;
- 2) early terminate the Insurance Contract in the manner prescribed by these Regulations and the legislation of the Republic of Kazakhstan;
- 3) require the Insurer to comply with the terms and conditions of the Insurance Regulations and the Insurance Contract;
 - 4) request clarification of the terms of the insurance.

2. The Policyholder (Insured) shall:

- 1) upon execution of the Insurance Contract, inform the Insurer of all circumstances known to them that are essential for the assessment of the insured risk and the Insurer's decision to enter into the Insurance Contract;
- 2) provide all documents requested by the Insurer as part of the latter's due diligence of the Policyholder;
 - 3) at the time of execution of the Insurance Contract, the Policyholder (Insured) confirms,



provides, and ensures their consent, the consent of the Insured (including minors) to the release of doctors and other employees of medical institutions, as well as the Insurer from the obligation to maintain confidentiality, the secrecy of insurance and medical secrets before the Insurer, the carrier, other medical institutions and third parties involved in the implementation of the insurance payment and the provision of services to the extent related to the insured event and to fulfill the terms of the Insurance Contract. Where necessary, undertakes to authorize in writing doctors, medical organizations and other authorized persons (both in the country of permanent residence (citizenship) and in the territory of insurance) to issue to the Insurer, at their request, the documents necessary to investigate the circumstances of the insured event (certificates, opinions, etc.). and information, as well as transfer them to fulfill the terms of the Insurance Contract;

- 4) pay insurance premiums in the amount, following the procedure and under the terms established by the Insurance Contract;
- 5) provide the Insurer with documents that make it possible to judge the causes, course, and consequences of the insured event, and the nature and extent of the loss caused;
- 6) in case of any insured event, the consequence of which may be the occurrence of an insured event, immediately contact the Assistance Company or the Insurer and obtain information on further actions;
- 7) comply with the requirements of the Insurance Guidelines, the terms of the Insurance Contract, the instructions of the attending physician received in the course of providing medical care, the schedule established by the medical institution, and the instructions of other authorized government bodies of the host state;
- 8) take care of the safety of insurance documents and not transfer them to other persons to receive medical services:
 - 9) inform the Insured about the conditions of insurance;
- 10) provide, upon request of the Insurer, an examination of the Insured to assess the actual state of their health;
- 11) in case of injury, intoxication, and other accidents, undergo a medical examination for the content of alcohol in the blood and other psychoactive, or narcotic substances. If the Insured refuses to undergo this procedure, the Insurer shall, at its discretion, have the right to refuse insurance indemnity payment in full or in part;
- 12) at the request of the Insurer, provide documents, as well as additional information necessary for due diligence;
- 13) ensure the assignment to the Insurer of the right to claim against the person responsible for the occurrence of the insured event.

3. The Insurer shall have the right to:

- 1) verify the information and documents provided by the Policyholder (Insured), as well as compliance by the Policyholder (Insured) with the requirements and conditions of the Insurance Contract:
- 2) independently find out the causes and circumstances of an event that has signs of an insured event, including sending requests to competent authorities;
- 3) request from the Policyholder or the Insured the documents necessary to establish the fact of an insured event, and the circumstances of its occurrence;
- 4) postpone payment of the insurance indemnity until the final confirmation of the fact of its occurrence, the causes of the insured event, and the extent of damage;
- 5) refuse the insurance indemnity payment within the time limits provided for by these Insurance Regulations, in case of non-compliance by the Policyholder (Insured) with the requirements of the Insurance Contract with a written notice to the Policyholder about its reasons;
- 6) at any reasonable time to inspect and verify the existence of circumstances that contribute to the occurrence of an insured event;
 - 7) examine the Insured to assess the actual state of their health;
- 8) terminate the Insurance Contract early following the procedure established by these Regulations and the legislation of the Republic of Kazakhstan.

4. Insurer shall:

1) familiarize the Policyholder with these Insurance Guidelines and submit a copy thereof;



- 2) upon the occurrence of an insured event, pay insurance indemnity in the amount, following the procedure and under the terms established in the Insurance Contract;
- 3) reimburse the Policyholder (Insured) for the expenses incurred by them to reduce losses in the event of the occurrence of an insured event:
 - 4) register a report of an insured event;
- 5) at the request of the Policyholder, issue a certificate indicating the list of submitted documents and the date of their acceptance;
 - 6) ensure the secrecy of insurance;
- 7) control the scope, timing, and quantity of services provided under the terms of the Insurance Contract;
- 8) if the Policyholder submits an incomplete set of documents for the insurance indemnity payment, inform them of the missing documents within 10 (ten) working days from the date of submission of the last document;
- 9) in case of loss of the Insurance Contract executed on paper, based on the Policyholder's application, issue a duplicate of the Insurance Contract to them, or, at the Policyholder's request, resend the electronic Insurance Contract to the email address of the Policyholder indicated when entering into the Insurance Contract or specified in the application.
 - 10) to refuse insurance indemnity in the following cases:
- Policyholder/Insured/Beneficiary being on the list of organizations and persons related to the financing of terrorism and extremism, published on the official website of the authorized body of the Republic of Kazakhstan for financial monitoring;
- non-provision by the Policyholder/Insured of documents, as well as additional information at the request of the Insurer, for due diligence;
- when there is reason to believe that a transaction with money and (or) other property is carried out for money laundering and terrorist financing.
- **5.** Statutory documents on insurance and insurance activities and the Insurance Contract may provide for other obligations of the Insurer.
- **6.** The list of rights and obligations of the parties of this section is not exhaustive; certain obligations of the parties are provided for by other sections of the Insurance Regulations.

Article 10. Consequences of an increase in insured risk during the period of validity of the insurance contract

- **1.** During the validity period of the Insurance Contract, the Policyholder (Insured) is obliged to immediately notify the Insurer in writing of any significant changes that have become known to him in the circumstances reported to the Insurer upon execution of the Insurance Contract, where these changes may significantly affect the increase in insured risk.
- 2. In any event, the following changes are recognized as significant:
- 1) changing the purpose of the trip;
- 2) change in the territory of insurance or the purpose of travel;
- 3) any disease or conditions found in the Insured, included in the list of exclusions from insured events provided for by the Insurance Guidelines.
- **3.** The Insurer notified of the circumstances entailing an increase in the insured risk, shall have the right to request a change in the terms of the Insurance Contract and payment of an additional insurance premium in proportion to the increase in the insured risk.
- **4.** If the Policyholder or the Insured objects to changes in the terms and conditions of the Insurance Contract or additional payment of the insurance premium, the Insurer shall have the right to request termination of the Insurance Contract.
- **5.** If the Policyholder or the Insured fails to fulfill the obligation provided for in clause 1 of this article, the Insurer shall have the right to request termination of the Insurance Contract and compensation for losses caused by the termination of the Insurance Contract.
- **6.** The Insurer shall not be entitled to request termination of the Insurance Contract if the circumstances entailing an increase in the insured risk have disappeared.



- **1.** Proving the occurrence of an insured event, as well as the losses caused by it, shall lie with the Policyholder.
- **2.** The Policyholder (Insured) shall be obliged to exempt the doctor performing the examination and treatment from the obligation to keep medical secrets to the Insurer.
- **3.** Upon the occurrence of any event that has signs of an insured event and/or the consequence of which may be the occurrence of an insured event, that is, before applying for medical assistance (services) or other additional assistance specified in the Insurance Contract, the Insured shall be obliged immediately, but no later than 24 hours, from the moment of its occurrence, contact the Assistance Company by phone numbers specified in the Insurance Contract.
- **4.** When contacting the 24-hour Assistance Company by any of the methods, provide the following information:
 - 1) Full name of the Insured who needs medical assistance,
 - 2) date of birth,
 - 3) contact phone number for feedback,
 - 4) country, region, city of stay, hotel name (apartment address),
 - 5) number of the Insurance Contract (insurance policy),
 - 6) reason for the appeal.

After that, it is necessary to follow the recommendations of the Assistance Company. Any independent actions shall be subject to mandatory consultation with the Assistance Company.

- **5.** After receiving the specified information from the Assistance Company, the Insured must act following the received instructions.
- **6.** Upon the occurrence of an insured event provided for by the Insurance Contract, the Assistance Company, on behalf of the Insurer, ensures the organization of the provision of services to the Insured under the Insurance Regulations within the sum insured or limits established by the Insurance Contract, and other additional services provided for by the terms of the Insurance Contract. However, the services shall be provided in the amount necessary and sufficient to provide emergency medical care, taking into account the deductible established by the Insurance Contract.
- **7.** When making arrangements for emergency medical evacuation, evacuation of children, or postmortem repatriation, the Insurer and/or Medical Assistance shall have the right to use the return ticket of the Insured (a child traveling with them).
- **8.** In an emergency, if no urgent call was made before medical services are sought, and the Insured is already receiving emergency medical assistance, the Insured (their representative) shall:
- 1) immediately, as soon as the physical condition allows (within 24 hours) from the moment of seeking medical assistance, but no later than the expiration of the Insurance Contract, report the following to the Assistance Company:
- a) name, address, and telephone number of the medical institution to which the Insured is referred.
 - b) name, surname, address, and telephone number of the attending physician,
 - c) address of permanent residence and citizenship of the Insured,
 - d) number, the validity period of the Insurance Contract (insurance policy).
- 2) take reasonable and accessible measures in the current situation to reduce losses associated with an insured event;
- 3) at the request of the Insurer and/or the Assistance Company, provide documentation on treatment (outpatient card, prescription form, referral for hospitalization, opinions, records and certificates issued by the attending physician, and other documents and information) related to the insured event, as well as the opportunity to review such medical documentation through the release of the attending physician from the obligation to maintain medical secrecy. At the request of the Insurer or the Assistance Company, the original documents or their notarized copies with the translation of the text into the language specified by the Insurer or the Assistance Company must be provided.
- 4) upon request of the Insurer, provide documents confirming the registration of outgoing calls (text messages) to the Assistance Company to report the insured event.



- **9.** In the event of the death of the Insured, the obligation to notify the Insurer of the insured event shall lie with the Policyholder (Beneficiary) within 7 (seven) calendar days.
- **10.** Timely contact with the Assistance Company and approval of the Insured's costs related to the expenses and services covered by insurance under the Insurance Contract is a mandatory condition for payment of insurance indemnity.
- 11. Untimely notification (failure to notify) by the Policyholder (Insured) of the Assistance Company or the Insurer of the occurrence of an event, the consequence of which may be the occurrence of an insured event, shall give the latter the right to refuse insurance claim in writing, in whole or in part, except where the Policyholder (Insured) for good reason was unable to perform these actions and provided documentary evidence thereof.
- 12. If the Policyholder (Insured) paid the expenses for medical services received in the host country on their own, subject to the terms of the Insurance Regulations and the Insurance Contract, the Policyholder (Insured) shall be obliged to provide the Insurer with documents no later than one month from the date of arrival in the Republic of Kazakhstan (in the country of permanent residence).
- 13. If at the time of the visit/doctor's appointment organized by the Assistance Company, the Policyholder (Insured) is absent from the place of call, the next visit of the doctor and their services shall be organized and paid for by the Policyholder (Insured). However, the Assistance Company must provide the contact information of a medical institution for the Policyholder (Insured) to seek help independently or call a doctor at the place of stay. At the request of the Insurer, the Policyholder (Insured) shall be obliged to reimburse the expenses incurred for organizing the visit of a medical worker, which did not take place due to the absence of the Policyholder (Insured).

Article 12. Insurance indemnity payments terms and procedure. List of documents confirming the occurrence of an insured event and the extent of losses

- **1.** Upon the occurrence of an insured event, the Insurer shall be obliged to make an insurance indemnity payment under the terms of the Insurance Contract.
- 2. Insurance indemnity payment shall be made by:
- 1) payment by the Insurer of invoices issued to it by the Assistance Company for reimbursement of costs for the provision of services provided for by the Insurance Contract (insurance scheme);
- 2) reimbursement of expenses incurred by the Policyholder (Insured) in cases provided for by these Regulations or the Insurance Contract, based on documents confirming such expenses.
- **3.** The amount of insurance indemnity for the consequences of one or more insured events that occurred during their stay abroad, during the validity period of the Insurance Contract, cannot exceed the sum insured established by the Insurance Contract.
- **4.** The insurance indemnity payment shall be made in the currency specified in the invoice provided by the Assistance Company. In case of reimbursement of expenses incurred by the Policyholder (Insured) on their own, payment shall be made in tenge, at the official foreign exchange rate of the National Bank of the Republic of Kazakhstan on the day of the insured event.
- 5. To receive the insurance indemnity, the Policyholder (Insured) must submit a written claim for insurance indemnity payment within one month after returning to the country of permanent residence.
- **6.** The Policyholder (Insured) must attach the following documents to the insurance claim:
 - 1) a copy of the insurance policy or its duplicate (in case of loss of the insurance policy);
 - 2) original medical documents containing information about the diagnosis, the state of health of the Insured at the time of seeking medical assistance, about the procedures and treatment performed, or a medical document about the accident;
 - 3) originals of prescriptions, invoices, receipts for payment for medical services and medicines:
 - 4) a copy of the international passport of the Insured with notes on the dates of crossing the



state border of the Republic of Kazakhstan and the country that is the territory of insurance under the Insurance Contract;

- 5) identity documents of the Insured (the Beneficiary) and the right to receive insurance payment;
- 6) a copy of the birth certificate, if the Insured is a minor;
- 7) originals or copies of travel tickets;
- 8) information about the bank details of the Beneficiary;
- 9)in case of an accident documents confirming the fact and reasons for the occurrence of an insured event:
- in case of a traffic accident (RTA) originals or copies of reports from the traffic police and/or other authorized bodies in the host country;
- in case of damage caused by third parties an order granting the status of a crime victim to the Insured and a report from the police and/or other authorized bodies in the host country;
 - in the event of a fire a fire report.
 - 10) at the request of the Insurer, documents confirming the registration of outgoing calls (text messages) to the Assistance Company to notify of an insured event.
 - 11) in the event of the death of the Insured, the following must be additionally provided:
- notarized copies of documents provided for by the statutory instruments of the Republic of Kazakhstan, containing data on the cause of death of the Insured (forensic medical examination report, etc.);
 - the original or a notarized copy of the death certificate;
 - at the request of the Insurer, the results of a post-mortem examination;
- documents confirming the repatriation of the deceased Insured (transportation documents for cargo-200, receipts, checks confirming the costs of embalming/processing the body, the cost of the coffin). Payment documents must be issued in the name of the Beneficiary. If the services were paid for by the Insured during their lifetime, the insurance indemnity payment shall be made to the person who has the legal right to receive the insurance indemnity, subject to the provision of documentary evidence.
 - 12) in case of evacuation of children and/or in case of urgent arrival of the accompanying person of the Insured to a medical institution at the place of their temporary stay, it is necessary to provide original travel tickets, if reimbursement of these expenses is provided for by the insurance contract;
 - 13) documents confirming the fact and reasons for the occurrence of an insured event, issued by competent authorities (such documents shall include certificates, reports, protocols, resolutions, decisions, and findings).
- **7.** The documents listed in paragraph 6 of Article 12 of these Insurance Regulations must be submitted to the Insurer with a translation into the national, Russian, or English language. The costs of translation of documents shall be borne by the Policyholder (Insured).
- **8.** At the request of the Insurer, the Insured shall, within 3 (three) working days from the date of the request, be obliged to undergo a medical examination and submit its results to confirm the occurrence of an insured event, and diagnosis.
- **9.** The Insurer that accepted the documents shall draw up a certificate indicating the full list of the submitted documents, and the date of their acceptance. If the Policyholder (the Beneficiary) sends an insurance claim in electronic form, the Insurer may provide them with this certificate in electronic form.
- **10.** If the Policyholder (the Insured, the Beneficiary) does not provide all the documents required to make the insurance indemnity payment, the Insurer shall notify the applicant thereof in writing, indicating the lacking documents, within 10 (ten) working days from the date of submission of the last document.



claim

- **1.** The time of payment for medical services provided by a medical institution or the Assistance Company to the Insured and other additional expenses shall be determined on consultation between the Insurer and the medical institution or the Assistance Company.
- **2.** After receiving all the necessary documents provided for in paragraph 6 of Article 12 of the Insurance Regulations for decision-making on insurance indemnity payment or denial o claim, the Insurer shall, within 15 (fifteen) working days make the insurance indemnity payment or deny the claim, with substantiation of the reasons for such denial.
- **3.** If, after making the insurance payment made for insured events resulting in the death of the Insured caused by the same accident, the amount of the insurance indemnity made for the insured event shall be deducted from the insurance indemnity payment due in this case.
- **4.** The total amount of insurance indemnity paid to the Insured for the consequences of one or more insured events that occurred during the period of validity of the Insurance Contract may not exceed the established total sum insured for each Insured.
- **5.** The Insurer's refusal to make an insurance indemnity payment may be disputed by the Policyholder (the Insured or the Beneficiary) in court.
- **6.** The Insurer shall have the right to fully or partially refuse the insurance indemnity payment to the Insured if the insured event occurred as a result of:
- 1) intentional actions of the Policyholder, the Insured or the Beneficiary aimed at the occurrence of an insured event or contributing to its occurrence, except for actions committed in a state of necessary defense and emergency;
- 2) actions of the Policyholder, the Insured, or the Beneficiary recognized as intentional crimes or administrative offenses that are causally related to the insured event.
- **7.** The grounds for the Insurer's refusal to make an insurance indemnity payment to the Policyholder shall be the following:
- 1) provision by the Policyholder (Insured) to the Insurer of deliberately false information about the insurable interest, insured risk, insured event and its consequences, or failure to provide the necessary information;
- 2) the Policyholder, the Insured and/or the Beneficiary being on the list of persons and organizations related to the financing of terrorism and extremism, published on the official website of the authorized body of the Republic of Kazakhstan for financial monitoring;

However, all monetary transactions of a person included in the list of the authorized body of the Republic of Kazakhstan for financial monitoring are frozen until they are deleted from the specified list;

- 3) failure by the Policyholder/the Insured/the Beneficiary to submit documents, or any additional information at the request of the Insurer for due diligence procedure, under the legislation on combating terrorism and money laundering obtained by criminal means;
- 4) where there is reason to believe that a transaction with money and (or) other assets are performed for the purpose of money laundering and terrorist financing;
- 5) the Policyholder (Insured) obstructing the Insurer in investigating the circumstances of the occurrence of an insured event and in establishing the amount of loss caused by it;
- 6) violations by the Policyholder (Insured) of the provisions of these Insurance Regulations or the Insurance Contract;
 - 7) in other cases stipulated by the Insurance Regulations;
- 8) in case of failure by the Insured (their heirs) to submit insurance claim and documents required for insurance indemnity payment, within 30 (thirty) calendar days after arrival in the country of permanent residence;
- 9) failure to notify the Assistance Company or the Insurer about the occurrence of an insured event, in the manner and within the timeframe specified in the Insurance Contract, unless the Policyholder (Insured) proves the existence of valid reasons for untimely notification.
- **8.** Release of the Insurer from liability to the Policyholder on the grounds provided for in paragraphs 6 and 7 of this article, shall at the same time release the Insurer from making insurance indemnity payments to the Insured or the Beneficiary.



Article 14. Transfer to the insurer of the rights of the policyholder to claim damages (subrogation)

- 1. The Insurer who made the insurance indemnity payment shall, within the limits of the amount paid, shall be assigned the right to claim that the Policyholder (Insured) has against the person responsible for the losses indemnified as a result of insurance.
- **2.** Upon receipt of the insurance payment, the Policyholder (Insured) shall be obliged to transfer to the Insurer all the documents and evidence they have and to provide them with all the information necessary for the Insurer to exercise the right of the claim assigned to them.
- **3.** If the Policyholder (Insured) has waived his right to claim against the person responsible for the losses indemnified by the Insurer, or the exercise of this right has become impossible due to the fault of the Policyholder (Insured), the Insurer shall be exempt from making the insurance indemnity payment in full or in the relevant part and shall have the right to demand a refund of the overpaid amount.

Article 15. Terms of termination of the insurance contract

- 1. The insurance contract shall be terminated in the event of:
- 1) fulfillment by the Insurer of obligations to the Policyholder (Insured) under the Insurance Contract, in full;
 - 2) expiration of the insurance cover;
- 3) failure by the Policyholder to pay insurance premium (contributions) within the timeframe established by the Insurance Contract, unless the Insurer has decided to extend the Contract;
- 4) transfer of the insurance policy by the Insured to other persons to receive medical services under the Insurance Contract;
- 5) liquidation of the Policyholder, which is a legal entity, or death of the Policyholder, who is an individual, if the Insured has not assumed the obligations of the Policyholder to pay insurance premiums;
 - 6) liquidation of the Insurer;
 - 7) court ruling invalidating the Insurance Contract.
 - 8) in cases:
- of the impossibility of taking measures for proper verification of the Policyholder, the Insured and the Beneficiary;
- when there is reason to believe that the business relationship is being used for the purpose of money laundering and terrorist financing. In this case, the Insurer shall terminate the Insurance Contract by written notice to the Policyholder.
- **2.** The Parties shall have the right to terminate the Insurance Contract early. The parties shall be obliged to notify each other of the intention to terminate the Insurance Contract early at least 30 (thirty) calendar days before the expected date of termination of the Insurance Contract.
- **3.** If this Contract is terminated early due to one of the following circumstances liquidation of the Policyholder, which is a legal entity, or death of the Policyholder, who is an individual, where the Insured has not assumed the obligation of the Policyholder to pay insurance premiums;
- The Contract shall be deemed terminated from the moment of occurrence of the specified circumstance provided for in this paragraph as a basis for termination of the Contract, of which the Policyholder is obliged to immediately notify the Insurer.
- **4.** In the event of early termination of this Contract at the request of the Policyholder, if this is due to the circumstances specified in paragraph 3 of this article, and paragraph 1 of Article 841 of the Civil Code of the Republic of Kazakhstan, provided that there were no insured events, the Insurer shall have the right to withhold a part of the insurance premium in the following amounts:

item | The period elapsed from the date of entry into force of | The amount of the insurance

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No	the Insurance Contract until its early termination	premium withheld by the
		Insurer (as a percentage of the
		insurance premium established
		by the Insurance Contract)
1	2	3
1	up to 1-month inclusive	20
2	1 to 2 months inclusive	30
3	2 to 3 months inclusive	40
4	3 to 4 months inclusive	50
5	4 to 5 months inclusive	60
6	5 to 6 months inclusive	70
7	6 to 7 months inclusive	75
8	7 to 8 months inclusive	80
9	8 to 9 months inclusive	85
10	9 to 10 months inclusive	90
11	10 to 11 months inclusive	95
12	over 11 months	100

From the amount to be refunded, the Insurer shall have the right to withhold the amount of administrative expenses (which include income tax under the executed Insurance Contract, agency fee, and remuneration to the manager servicing this Insurance Contract), in the amount of 25% of the insurance premium established by the Insurance Contract.

- **5.** In case of cancellation of the Insurance Contract by the Policyholder and failure to pay the insurance premium, the Policyholder shall be obliged to pay the insurance premium to the Insurer in full, within 1 (one) working day from the date of cancellation of the Policy, and shall also be obliged to pay a penalty for late payment of the insurance premium of 0.1% of the amount of the insurance premium established by the Insurance Contract for each day of delay.
- **6.** In cases where early termination of this Contract is caused by non-fulfillment of its conditions through the fault of the Insurer, the latter shall be obliged to return to the Policyholder the insurance premium or insurance contributions paid by them, in full.

Article 16. Dispute Settlement Procedure

- **1.** Disputes under the Insurance Contract arising between the Insurer and the Policyholder (the Beneficiary) shall be considered settled by the parties through negotiations.
- **2.** Any disputes that the parties fail to settle shall be submitted for consideration to the corresponding court in Almaty. If a party to the Contract is a legal entity, then the dispute is considered by the Specialized Interdistrict Economic Court of Almaty, and if a party to the Contract is an individual, the dispute shall be considered by the court at the location of the Insurer.

Article 17. Additional Terms

- **1.** Amendments and alterations may only be made to the Insurance Contract by terminating the Insurance Contract and entering into a new one.
- **2.** The Policyholder, Insured, and Beneficiary may not transfer the rights and obligations under the Insurance Contract to any third parties without the written consent of the Insurer.
- **3.** The Policyholder confirms that he has received the consent of the Insured(s) to enter into the Contract. The Policyholder shall have the right, in agreement with the Insurer, to replace the Insured(s). However, no consent of the Insured(s) is required for such replacement.