|  |  |
| --- | --- |
|  | Approved  by decision of the Board of Directors  of JSC “Halyk” Insurance Company”  Minutes No. 49  as of “18” February 2019 |

**REGULATIONS**

**of voluntary accident insurance of**

**JSC “Halyk” Insurance Company”**

1. GENERAL PROVISIONS
2. These Regulations of voluntary accident insurance (hereinafter, “the Regulations”) have been developed in accordance with the legislation of the Republic of Kazakhstan, internal normative documents of the Joint-Stock Company “Subsidiary of Halyk Bank of Kazakhstan “Halyk” Insurance Company” and envisage terms and conditions of the insurance, procedure for execution, servicing and performance under the voluntary accident insurance agreement, voluntary borrower/lessee accident insurance agreement (hereinafter together and separately referred to as “the Insurance Agreement”).
3. Definitions used in the Regulations:
   1. **temporary body disfunctions** - reversible health conditions of the Insured, whereby the Insured as a result of an **accident** loses ability to self-care, move, orientate, control his behavior, learn and communicate for a relatively short period of time;
   2. **Beneficiary** – a recipient of the insurance benefit pursuant to the Insurance Agreement;
   3. **Loan (credit) agreement** - an agreement according to which one party (lender) transfers, and in cases provided by the law or the Agreement, undertakes to transfer ownership (economic management, operational management) to the other party (borrower) of money or things having generic characteristics, and the borrower agrees to timely return to the lender the same amount of money or an equal number of things of the same kind and quality;
   4. **Lender –** in the framework of these Regulations, the pledgor shall be the bank or other financial organizations or leasing organization;
   5. **Insured** - a person in respect of whom insurance is carried out.;
   6. **Accident** – actually occurred sudden, short-term event (incident) occurred contrary to the will of the person as a result of external mechanical, electrical, chemical or thermal effects on the body of the Insured, resulting in damage to health or death of the Insured;
   7. **Death –** deathof the Insured that resulted from the accident occurred within the term of the insurance coverage. Unless otherwise provided by the Insurance Agreement, the death shall be recognized as an insured event if it occurred within 12 months from the date of the accident;
   8. **Persistent disfunction of the body, leading to disability of the Insured** - health condition of the Insured, whereby the Insured as a result of the accident loses ability to self-care, move, orient, control his behavior, learn, communicate and work in the future and which caused the decision of the medical and social expert commission on establishing the category of “disabled child” for the insured persons under 18 (eighteen) years old and “disabled” for the insured adults;
   9. **Assured** – capable individual or legal entity, which signed the Insurance Agreement with the Insurer and paid the insurance premium. Unless otherwise provided by the Insurance Agreement, the Assured shall simultaneously be the Insured;
   10. **Insurance interest -** the property interest of the Assured (Insured, Beneficiary) in preventing risks and occurrence of the insured event;
   11. **Insured event** - an event, occurrence of which shall result in payment of insurance benefit under the Insurance Agreement.

An event considered as an insured event shall have all the following characteristics (except for the events that may be envisaged under the Cumulative Insurance Agreement):

- probability and contingency of the event;

- unpredictability with respect to specific time or place of the event as well as the amount of losses resulting from the event;

- absence of the risk that the event shall inevitably and objectively occur during the term of the Insurance Agreement, of which the parties or at least the Assured knowingly knew or were aware in advance;

- occurrence of the event has negative, disadvantageous economic consequences for the property interests of the Assured (insured, beneficiary);

- occurrence of the event is not related to the will and (or) the intention of the Assured (insured, beneficiary) and does not have a purpose of deriving profit and (or) obtaining gains (speculative risk);

* 1. **Insurer -** Joint-Stock Company “Subsidiary Insurance Company of Halyk Bank of Kazakhstan “Halyk” Insurance Company”, which is licensed to carry out voluntary accident insurance and is obligated to pay an insurance benefit to the Assured or another person in whose favor the Insurance Agreement has been concluded (Beneficiary), within the limits envisaged by the Insurance Agreement (sum insured);
  2. **Trauma –** disruption of the anatomical continuity of tissues or organs with disruption of their functions as a result of impact from various environmental factors, as well as the actions of the Assured (the Insured) and the third parties, machinery and equipment, which occurred during the period of insurance coverage under the Insurance Agreement.

3. Based on these Regulations the Insurer shall execute the Insurance Agreements with legal entities and legally capable individuals, irrespectively of citizenship, including with borrowers of the banks, financial organizations, lessees of the leasing companies.

4. Under the voluntary borrower accident insurance agreement, the Beneficiary shall be the lender, unless otherwise provided by the Insurance Agreement or by agreement with the lender. After the full fulfillment of obligations under the loan agreement or leasing agreement or early termination thereof, the Insured shall become the Beneficiary, for individuals in case of death - their legal heirs, unless otherwise provided by the Insurance Agreement. Replacement of the Beneficiary under the Insurance Agreement during the term of the loan or leasing agreement may be carried out by the Insurer only with the written consent of the lender.

5. When executing the Insurance Agreement, the parties may amend (exclude) certain provisions of the Regulations and/or add to the Insurance Agreement other provisions not conflicting to the applicable legislation of the Republic of Kazakhstan.

1. INSURANCE OBJECT

6. Object of the insurance are property interests of the Assured (Insured, Beneficiary) related to harm to life and health of the Insured as a result of the accident.

7. Unlawful interests of the Assured (Insured, Beneficiary) shall not be insured.

1. INSURED EVENT

8. Unless otherwise provided by the Insurance Agreement, the insured event shall be occurrence of the accident within the term of the insurance coverage under the Insurance Agreement that resulted in the following events (jointly or in any combination of such):

1) temporary disfunctions of the body of the Insured;

2) Persistent disfunction of the body, leading to disability of the Insured with assignment of “disabled”, “disabled child” categories;

3) trauma of the Insured;

4) death of the Insured.

9. The events envisaged in clause 8 of this chapter shall be recognized as the insured events, if such events have been caused by the accident occurred within the term of the insurance coverage under the Insurance Agreement within the territorial limits and confirmed by documents issued by the respective authorities in the manner prescribed by the legislation of the Republic of Kazakhstan.

10. Unless otherwise provided by the Insurance Agreement, persistent disfunctions of the body or death of the Insured caused by the accident occurred within the term of the insurance coverage under the Insurance Agreement shall also include the insured events occurred within the following 12 (twelve) months from the date of the accident.

11. If the Insured has been declared missing during the period of the insurance cover under the Insurance Agreement within the territorial limits, the Insurer shall pay the insurance benefit based on the enforced court decision declaring the Insured dead in accordance with the law, subject to all other provisions and conditions of the Insurance Agreement.

12. List of the insured events shall be stipulated by the Insurance Agreement.

13. Proof of burden of the insured event as well as losses caused shall be borne by the Assured (Insured, Beneficiary).

1. EXCEPTIONS FROM THE INSURED EVENTS AND LIMITATIONS OF THE INSURANCE

14. The following events shall not be considered as the insured events and shall not be covered by the insurance:

* Accidents occurred prior to or after expiration of the insurance cover under the Insurance Agreement;
* Disruption of the body functions or the death of the Insured not caused by the accident, including those caused by any disease.

15. Unless otherwise provided by the Insurance Agreement, an event caused by the following events shall not be considered an insured event:

1. war; intrusion; hostile actions of a foreign state; military or similar operations (irrespective of declaration of the war) or civil war;
2. rebellion; strikes; lockouts; civil unrest, upscaled or growing up to a popular uprising; riot; civil unrest; military rebellion; revolution; military seizure or usurpation of power; confiscation; requisition or nationalization of property; terrorist acts;
3. radioactive radiation or contamination with radioactive fuel or radioactive waste from burning of nuclear fuel;
4. actions of the Insured committed in a state of alcoholic, toxic, narcotic or other intoxication or under influence of drugs or psychotropic drugs, subject to availability of certificate from the respective authority;
5. commission or attempt by the Insured to carry out actions with signs of criminal offense or administrative offense, subject to availability of certificate from the respective authority;
6. deliberate actions or inaction of the Insured, the Assured or the Beneficiary, with thepurpose of to cause harm to the life and health of the Insured, subject to availability of certificate from the respective authority. Such actions shall also include suicide (attempted suicide) if, at the time of suicide (attempted suicide), the Insurance Agreement was valid for less than two years, unless the Insured has been brought to such a state by illegal actions of the third parties;
7. mountaineering, rock climbing, parachuting, hang gliding, paragliding, paratropping, scuba diving, parkour, rafting, bungee jumping, rope jumping, mountain biking, motorsport, speleology, horse riding, aviation riding, cycling;
8. violation by the Assured (Insured) or other persons of the rules, measures and safety measures;
9. any fraud or intentional concealment of the facts of the state of health of the Insured(s) by the Assured (Insured);
10. apoplexy stroke, epileptic seizure or other seizures, convulsive attacks;
11. any disease (somatic, infectious, oncological), except for when such diseases have been caused by the accident occurred within the period of insurance coverage;
12. medical or surgical treatment, except for treatment required for bodily injuries received by the Insured as a result of the accident;
13. poisoning by unknown substances.

16. The insurance does not cover:

1. persons whose age as at execution of the Insurance Agreement has been less than 1 year and more than 65 full years (unless other age restrictions are provided by the Insurance Agreement);
2. persons with respect to whom disability had already been established as at execution of the Insurance Agreement, degree of loss (full or partial) of ability to work (general or professional) and/or an occupational disease has been diagnosed;
3. persons registered in the neuropsychiatric or narcological clinic;
4. patients with cancer and AIDS;
5. persons with sexually transmitted diseases;
6. persons injured or having diseases or their consequences resulting from alcoholic, toxic, narcotic or psychotropic intoxication (any degree);
7. persons in prison;
8. persons included in the List of persons associated with the financing of terrorism and extremism by the respective authority;
9. persons suffering from diseases of the cardiovascular system and atherosclerosis who underwent surgery for the cardiovascular diseases.

17. Unless otherwise provided by the Insurance Agreement, the Insurer shall also be discharge from payment of the insurance benefit for the following:

1. Costs of settlement of claims related to the insured event and its proof in any authorized bodies (state fees, expenses for photocopies, notarization, examination, payment for the services of a lawyer, representative, translator and etc.);
2. Reimbursement of damage to the third parties;
3. Moral hazard;
4. Administrative fines, stamp duties, fees and etc.
5. Financial losses associated with the interruption of production, lost profits, currency translation differences, penalties (fines, duties) for delay in fulfilling the obligation, etc.;
6. Court, expert costs, except when these expenses were incurred in order to prevent or reduce losses to be reimbursed by the Insurer.

18. The Insurer shall not cover the following:

1. Losses in excess of the sum insured (liability limit of the Insurer);
2. Losses incurred by the lender, that have not been specified in the Insurance Agreement;
3. Losses in the form of lost profits, meaning unreceived gains that the lender would have received in the normal course of business, if its right had not been violated.

19. If, upon execution of the Insurance Agreement, it shall become know that the Assured has provided the Insurer with false information about circumstances that are essential for assessment of the insurance risk and concealed information stipulated in clause 16 of this chapter, the Insurer shall be entitled to request invalidity of the Insurance Agreement.

20. The Insurance Agreement might envisage other exceptions from the insured events and (or) limitations of the insurance.

1. SUM INSURED. DEDUCTIBLE.

21. Sum insured - amount of money for which the insured object has been insured and which represents the liability limit of the Insurer for the insured event. The sum insured shall be stipulated in the Insurance Agreement.

22. The Insurance Agreement might stipulate the following:

1) aggregate liability limit, in this case the sum of all insurance benefits for all insured events for the entire period of the Insurance Agreement cannot exceed this amount;

2) ceiling of the liability for each Insured;

3) ceiling of the liability for series of the insured events caused by one incident;

4) ceiling of the liability for per each insured event on one or all insured events.

5) fixed ceiling of the liability and amount of partial or full compensation of expenses of the Insured per one insured event.

23. Unless otherwise provided by the Insurance Agreement, the sum insured (liability limit of the Insurer) shall be reduced by an amount of the insurance benefit paid.

24. Unless otherwise provided by the Insurance Agreement, upon payment of the insurance benefit the Assured shall be entitled to increase the sum insured under the Insurance Agreement up to respective amount of insurance value and (or) liability limit of the Insurer up to initial amount, subject to payment of additional insurance premium.

25. Deductible is discharge of the Insurer from obligation to cover losses not exceeding certain amount in compliance with the insurance terms.

In the event of conditional franchise, the Insurer shall be discharged from obligation to cover losses, not exceeding the amount of deductible, but shall be liable to cover the losses in full, if the amount of loss exceeds the amount of deductible.

In the event of unconditional franchise, the loss in any case shall be reimbursed with deduction of the specified deductible.

26. Type and amount of applicable franchise shall be stipulated by the Insurance Agreement.

1. INSURANCE PREMIUM. PROCEDURE AND TIMEFRAME OF PAYMENT.

27. The insurance premium is an amount of money that the Assured shall pay to the Insurer for accepting by the latter of obligations to pay the insurance benefit to the Beneficiary in amount specified by the Insurance Agreement.

28. Amount of the insurance premium shall be estimated based on the insurance tariffs of the Insurer that define the amount of the insurance premium per unit of the sum insured subject to the insured object and characteristics of the insurance risk.

29. The insurance premium shall be paid by the Assured in the currency of the Republic of Kazakhstan.

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

31. The insurance premium shall be paid in lump-sum or in installments, by wire or in cash (in compliance with the legislative requirements).

Procedure and timeframe for payment of the insurance premium shall be stipulated by the Insurance Agreement.

32. Unless otherwise provided by the Insurance Agreement (in absence of the written consent of the parties on other terms), in case of untimely payment of the insurance premium (next insurance installment) by the Assured as stipulated by the Insurance Agreement, the Insurer shall be entitled to:

1. unilaterally terminate the Insurance Agreement from the date of non-payment of the insurance premium (next insurance installment);
2. refuse to pay the insurance benefit, if the event with characteristics of the insured event have occurred prior to payment of the overdue insurance premium (next insurance installment);
3. offset the amount of the overdue insurance premium (next insurance installment) in estimation of the insurance benefit if the event with characteristics of the insured event have occurred prior to payment of the overdue insurance premium (next insurance installment).

33. Upon execution of the Insurance Agreement for less than one year, the insurance premium shall be calculated for actual number of days of the Insurance Agreement (pro rata) or in percentage to the annual insurance premium, whereby incomplete month shall be considered as full month:

|  |  |
| --- | --- |
| Term of insurance | % of annual insurance premium per one Insured |
| Up to 2 months | 30 |
| Up to 3 months | 40 |
| Up to 4 months | 50 |
| Up to 5 months | 60 |
| Up to 6 months | 70 |
| Up to 7 months | 75 |
| Up to 8 months | 80 |
| Up to 9 months | 85 |
| Up to 10 months | 90 |
| Up to 11 months | 95 |

1. RIGHTS AND OBLIGATIONS OF THE PARTIES
2. **The Assured shall be entitled to:**
3. familiarize with the annual financial statements of the Insurer upon execution of the Insurance Agreement, if the information is not confidential;
4. familiarize with the Regulations, require the Insurer to explain terms of the insurance, rights and obligations under the Insurance Agreement, receive copy of the Regulations;
5. receive a duplicate of the Insurance Agreement in case of loss;
6. familiarize with the course of the investigation of the insured event by the Insurer;
7. upon the occurrence of the insured event, receive the insurance benefit in amount, manner and terms established by the Insurance Agreement;
8. early terminate the Insurance Agreement in the manner prescribed by these Regulations (Insurance Agreement);
9. argue, in the manner established by the legislation of the Republic of Kazakhstan, the decision of the Insurer to refuse in payment of the insurance benefit or to reduce its size.
10. **The Assured shall be obliged to:**
11. upon execution of the Insurance Agreement, inform the Insurer on all known circumstances that have material significance for assessment of probability of the insured event and amount of losses;
12. inform the Insurer on all insurance agreements executed or being executed with other insurance companies in respect of the Insured;
13. pay the insurance premium in amount, manner and timeframe specified by the Insurance Agreement;
14. inform the Insurer on status of the insurance risk;
15. comply with terms and conditions of the Regulations (Insurance Agreement);
16. familiarize the Insured with terms and conditions of the insurance. Failure to comply with the Insurance Agreement shall be deemed as violation by the Assured;
17. upon the occurrence of an event with characteristics of the insured event and (or) the consequence of which may be the occurrence of the insured event, notify the Insurer of this and take necessary actions in the manner and terms established by these Regulations (Insurance Agreement);
18. provide all necessary and required documents by the Insurer to make a decision on insurance benefit, in accordance with Chapter 10 of the Regulations (conditions of the Insurance Agreement);
19. maintain confidentiality of the Insurance Agreement and the size of insurance premiums and benefits;

10) take measures to reduce losses from the insured event;

11) immediately inform the Insurer of material changes that have become known to him in the circumstances communicated to the Insurer upon execution of the Insurance Agreement, if these changes can significantly increase the insurance risk during the term of the Insurance Agreement.

1. **The Insurer shall be entitled to:**
2. during the term of the insurance, check the state of the insurance risk, its compliance with the information provided by the Assured at the execution of the Insurance Agreement;
3. independently determine causes and circumstances of an event with characteristics of the insured event, including requests to the respective authorities and, if required, conduct experise to evaluate losses. In this event, the Insurer shall be entitled to postpone decision on payment of the insurance benefit until receipt of required information with written notification of the applicant in the manner prescribed by the Insurance Agreement;
4. request the Assured (Insured) to provide documents specified in chapter 10 of the Regulations, which are necessary to establish the fact of the insured event, its causes and circumstances of its occurrence, amount of damage caused, the Regulations;
5. postpone decision on payment of the insurance benefit until all circumstances are clarified based on the data and documents issued by respective authorities with written notification of the Assured not later than five business days from the decision on postponement;
6. refuse to pay the insurance benefit or reduce its amount in compliance with the Regulations (the Insurance Agreement) and the applicable legislation of the Republic of Kazakhstan, or not to recognize the event as an insured event with written notofication of the Assured (Insured, Beneficiary);
7. early terminate the Insurance Agreement in case of violation by the Assured (Insured) of the terms of the Insurance Agreement or the Regulations.
8. **The Insurer shall be obliged to:**
9. familiarize the Assured with terms of the insurance (the Regulations) and upon request submit (send) copy of the Regulations;
10. register notification on the insured event within one business days from receipt of such notification;
11. upon occurrence of the insured event, pay the insurance benefit in amount, manner and terms specified by the Regulations (Insurance Agreement);
12. reimburse the Assured (Insured) reasonable and appropriate expenses made to decrease losses from the insured event;
13. in cases of failure by the Assured (Insured) or the victim (Beneficiary) or their representative to submit all documents necessary to pay the insurance benefit, notify them of the missing documents within the time period specified by the Insurance Agreement;
14. ensure confidentiality of the insurance.
15. **The Beneficiary shall be entitled to:**

receive information from the Assured and the Insurer about the terms of insurance;

inform the Insurer about the occurrence of the insured event;

participate in investigation of the insured event;

1. receive insurance benefit in the manner and in compliance with the Insurance Agreement.
2. The Insurer, the Assured (Insured, Beneficiary) have other rights and obligations in accordance with the legislation, the Regulations, the Insurance Agreement.
3. CONSEQUENCES OF INCREASE IN THE INSURANCE RISK DURING THE TERM OF THE INSURANCE AGREEMENT.
4. During the term of the Insurance Agreement, the Assured (Insured) shall be obliged to immediately, but not later than three business days from the day the Assured became aware of, inform the Insurer in writing of material changes in the circumstances communicated to the Insurer upon execution of the Insurance Agreement.
5. In any case the following changes shall be deemed material:
6. changes in territorial limits;
7. change of residence of the Assured (Insured);
8. assignment to the Insured of “disabled” or “disabled child” categories;
9. occupations listed in sub clause 7 of clause 15 of the chapter 4 of the Regulations;
10. diseases and conditions listed in subclauses 10-13 of clause 15 of the chapter 4 of the Regulations;
11. change of occupation;
12. change in information provided in the application for insurance and the Insurance Agreement.
13. The Insurer notified of circumstances leading to an increase in insurance risk shall be entitled to demand amendments to the terms of the Insurance Agreement and payment of an additional insurance premium in proportion to the increase in insurance risk.

If the Assured or the Insured shall object to amendments to the terms of the Insurance Agreement or to payment of additional insurance premium, the Insurer shall be entitled to demand termination of the Agreement in accordance with the legislation of the Republic of Kazakhstan.

1. If the Assured (Insured) does not fulfill the obligations provided for in paragraph 40 of this chapter, the Insurer shall be entitled to demand termination of the Insurance Agreement and compensation for losses caused by its termination.
2. The Insurer shall not be entitled to request termination of the Insurance Agreement if the circumstances entailing increase in insurance risk have already seized to exist.
3. ACTIONS OF THE ASSURED UPON OCCURRENCE OF THE INSURED EVENT.
4. Upon occurrence of the event with characteristics of the insured event and (or) the consequence of which may be occurrence of the insured event, the Assured (Insured) shall be obliged to:
5. apply to the medical institution for medical assistance, and receive certificate of medical examination to confirm use of a psychoactive substance and alcoholic intoxication;
6. ensure documental confirmation of the event by the relevant authorities;
7. within the timeframe specified by the Insurance Agreement, starting from the hour when it became aware or should have become aware about the insured event, notify the Insurer or its authorized representative on occurrence of the insured event, and provide all known information on circumstances of the event, types and projected amount of loss, coordinate with the Insurer further actions as well as provide written application in compliance with the template of the Insurer.
8. provide the Insurer with all documents and information necessary for payment of the insurance benefit;
9. in case of the death of the Insured, the Assured (Beneficiary) shall be obliged to inform the Insurer about this within the time period established by the Insurance Agreement, but no later than 30 (thirty) business days.
10. The Beneficiary shall be entitled to notify the Insurer of the occurrence of an insured event under all circumstances, irrespective of notification by the Assured or the Insured.
11. Failure to notify the Insurer of the occurrence of the insured event shall entitle the Insurer to refuse in payment of the insurance benefit, unless it shall be proved that the Insurer became aware about the occurrence of the insured event in a timely manner or if absence of information on the insured event by the Insurer could not impact its obligation to pay the insurance benefit.
12. LIST OF DOCUMENTS CONFIRMING THE INSURED EVENT AND AMOUNT OF LOSSES
13. Claim for payment of the insurance benefit shall be submitted to the Insurer by the Assured (Insured, Beneficiary) in writing along with the documents substantiating such claim.
14. Unless otherwise provided by the Insurance Agreement, the following documents shall be enclosed to the application for insurance benefit in the event of temporary disfunctions of the body, trauma without assignment of disability:
15. copy of the Insurance Agreement (its duplicate);
16. copy of personal identity document as well as IIN of the Assured, Insured, Beneficiary;
17. hospital discharge report of the patient or excerpt from the medical records, medical certificate from trauma ward and other documents confirming medical assistance provided to the Insured and/or containing detailed description and character of the trauma with diagnosis sealed by the medical institution;
18. for the Insured adult – note or certificate of temporary disability;
19. for the Insured minors – certificate on hospital or outpatient treatment of the minor child sealed by the medical institution and signed by attending doctor, sick leave list issued for the parent or patron taking care of the minor (if any);
20. documents or copies of documents sealed by the respective authority (organization), issued by the respective authorities and organizations, based on their competence, confirming occurrence of the insured event and amount of damage caused to the Insured;
21. Banking details of the Beneficiary for transfer of the insurance benefit.
22. Unless otherwise provided by the Insurance Agreement, the following documents shall be enclosed to the application for insurance benefit in the event of permanent disfunctions of the body that caused vital limitations, trauma resulting in disability:
23. copy of the Insurance Agreement (its duplicate);
24. copy of personal identity document as well as IIN of the Assured, Insured, Beneficiary;
25. hospital discharge report of the patient or excerpt from the medical records, medical certificate from trauma ward and other documents confirming medical assistance provided to the Insured and/or containing detailed description and character of the trauma with diagnosis that resulted in assignment of disability sealed by the medical institution;
26. resolution of the disability determination board on assignment of “disabled”/“disabled child” categories;
27. documents or copies of documents sealed by the respective authority (organization), issued by the respective authorities and organizations, based on their competence, confirming occurrence of the insured event and amount of damage caused to the Insured;
28. copies of certificate from specialized institutions on assignment of disability to the Insured;
29. banking details of the Beneficiary for transfer of the insurance benefit.
30. Unless otherwise provided by the Insurance Agreement, in case of death of the Insured, the following additional documents shall be provided:
31. copy of the Insurance Agreement (its duplicate);
32. original or notarized copy of the certificate of heirship for the property of the Insured;
33. copy of personal identity document as well as IIN of the Assured, Insured, Beneficiary;
34. hospital discharge report of the patient or excerpt from the medical records, medical certificate from trauma ward, documents confirming medical assistance provided to the Insured and/or containing detailed description and character of the trauma with diagnosis that resulted in death of the Insured sealed by the medical institution;
35. copy of document envisaged by the legislative acts that includes cause of death of the Insured (forensic medical report, certificate on causes of death);
36. original or notarized copy of the death certificate;
37. documents or copies of documents sealed by the respective authority (organization), issued by the respective authorities and organizations, based on their competence, confirming occurrence of the insured event and amount of damage caused to the Insured;
38. court decision on announcement of the Insured dead;
39. copy of the documents with the results of the pathoanatomical study if such have been requested by the Insurer;
40. banking details of the Beneficiary for transfer of the insurance benefit.
41. The following additional documents shall be enclosed to the application for insurance benefit under the voluntary borrower accident insurance agreement:
42. copy of the Loan Agreement;
43. certificate confirming amount of indebtedness under the Loan Agreement.
44. The Assured (Insured, Beneficiary) shall be entitled to provide other proofs of property interest in avoiding insurance risks and prevention of the insured event.
45. At the request of the Insurer, the Assured (Insured) shall be obliged to provide a notarized statement of consent of the Assured (Insured) to the Insurer to receive confidential information on the patient (including information on application of the Assured (Insured) for medical assistance, health status of the Assured (Insured), diagnosed diseases and other information obtained during the examination and (or) treatment that constitutes patient confidentiality).
46. The Insurer shall be entitled to independently reduce the list of documents required to make a decision on the status of the insured event, and limit it to documents sufficient, in the opinion of the Insurer, to make such decision.
47. In the framework of investigation of the insured event, the Insurer shall be entitled to request the Assured (Insured, Beneficiary) and the respective authorities to provide other documents, not indicated in this clause of the Regulations, if absence thereof impedes confirmation of the insured event and amount of loss as well as to decide on payment of the insurance benefit.
48. If the Assured, the Insured or another person who is the Beneficiary shall fail to provide all the documents necessary to decide on payment of the insurance benefit, the Insurer shall be obliged to notify the applicant of the missing documents within the timeframe specified by the Insurance Agreement.
49. ESTIMATION OF LOSSES
50. The insurance benefit shall be paid by the Insurer based on written application of the Assured with submission of the documents envisaged by the clause 10 of these Regulations. The insurance benefit shall be limited to the actual damage caused to the Assured (Insured, Beneficiary) as a result of the insured event, but not more than the sum insured (liability limit of the Insurer) established by the Insurance Agreement, subject to the applicable deductible. The insurance benefit shall be paid in amount of ceiling liability of the Insurer per one insured event.
51. If the amount of the insurance benefit under the borrower accident insurance agreement exceeds the outstanding indebtedness under the Loan Agreement, the insurance benefit shall be paid to the lender in the amount of the outstanding indebtedness of the Assured as of the date of the certificate of the outstanding indebtedness under the Loan Agreement, and the remaining amount shall be paid to the Assured or person entitled to receive the insurance benefit (in the event of the death of the Assured), unless otherwise provided by the Insurance Agreement.
52. Unless otherwise provided by the Insurance Agreement, liability limit of the Insurer under the Regulations shall be as follows:
53. in the event of death of the Insured – in amount of 100% of the sum insured;
54. in the event of permanent disfunctions of the body that caused vital limitations with assignment to the Insured minor of “disable child” category – in amount of 80% of the sum insured;
55. in the event of permanent disfunctions of the body that caused vital limitations with assignment to the Insured of life-time disability of the I group – in amount of 60% of the sum insured;
56. in the event of permanent disfunctions of the body that caused vital limitations with assignment to the Insured of life-time disability of the II group – in amount of 60% of the sum insured;
57. in the event of temporary disfunctions of the body – in amount of 0.16% of the sum insured per each day of inability to work (outpatient or hospital treatment), but for not more than 60 (sixty) calendar days.
58. If the Insurance Agreement provides for the risk of trauma to the Insured, the insurance benefit shall be paid in percentage of the liability limit of the Insurer per each Insured in accordance with the Table of traumas, which shall be an integral part of the Insurance Agreement.
59. For the voluntary borrower accident Insurance Agreement, if the Insured has been assigned:
60. disability of the I group for definite period the insurance benefit shall amount to 80% of the monthly payments under the Loan Agreement (Leasing Agreement) for the period equal to the period of assigned disability;
61. disability of the II group for definite period the insurance benefit shall amount to 60% of the monthly payments under the Loan Agreement (Leasing Agreement) for the period equal to the period of assigned disability.
62. If, as a result of re-examination, the Insured has been assigned lifelong disability of the I and II groups, insurance payment shall be made in amount established by clause 60 of this chapter less previously paid insurance benefit.
63. If, upon payment of the insurance benefit, health conditions of the Insured have worsened (assignment of disability, assignment of other disability group, etc.) or the death of the Insured occurred, the previously paid insurance benefit shall be deducted from the subsequent insurance payment.
64. If the Insurance Agreement provides for payment of the insurance benefits in accordance with the Table of trauma, then if the Insured has received several bodily injuries as a result of one insured event, the Insurer shall pay the insurance benefits for one bodily injury corresponding to the maximum amount of insurance benefit specified in the Table of trauma. In case of two bodily injuries, the insurance benefits for which are equivalent, the Insurer shall pay the insurance benefit for one bodily injury. If, as a result of an accident, health conditions of the Insured have worsened, as provided by the Table of trauma, which resulted in increase in the insurance benefit, the previously paid insurance benefit shall be deducted from the insurance benefit to be paid.
65. The Insurer shall be entitled to offset the insurance premiums or insurance installments due by the Insured against the insurance benefit to be paid.
66. In the event of disputes between the parties about the causes and amount of losses, each of the parties shall be entitled to request an independent expertise. Such expertise shall be carried out at the expense of the party that requested it.

If the expertise results establish that the Insurer had unreasonably refused the insurance benefit, the Insurer shall reimburse the costs of the expertise.

The Assured shall bear the costs of the expertise independently if, according to its results, the case cannot be recognized as the insured event.

1. In case of disagreement of one of the parties with the results of the expertise, the Insurer shall be entitled to pay the uncontested amount of the losses in the manner and terms provided for by these Regulations or the Insurance Agreement.
2. Total amount of insurance benefit per one Insured as a result of one or several insured events occurred within the term of the Insurance Agreement, cannot exceed the sum insured per one Insured envisaged by the Insurance Agreement.
3. The insurance payment may be made to the representative of the Insured by the power of attorney issued by the Insured in the manner prescribed by the legislation of the Republic of Kazakhstan.
4. If the insured event have occurred as a result of recognition of the Insured as missing, then in cases of the appearance or location of the person recognized as missing, the Insurer shall be entitled to claim the Assured to compensate for the losses incurred by the Insurer within the amount of the insurance benefit.
5. PROCEDURE AND TERMS FOR PAYMENT OF INSURANCE BENEFIT
6. The Insurer shall consider the application for insurance benefit within 10 (ten) business days, after receiving all the documents regulated by Chapter 10 of the Regulations, unless otherwise specified by the Insurance Agreement.
7. Upon recognition of the insurance incident as the insured event, the Insurer shall pay the insurance benefit to the Beneficiary within 5 (five) business days after the decision on insurance benefit, unless otherwise specified by the Insurance Agreement.
8. In case of refusal to pay the insurance benefit, the Insurer shall notify the Assured (Beneficiary) in writing with motivated justification of the reasons for such refusal within five business days from the date of the decision, unless other timeframe has been specified by the Insurance Agreement.
9. The Insurer shall be entitled to suspend the period for making a decision on insurance benefit, with written notification of the applicant, if the relevant authorities have initiated criminal case or an administrative investigation of the circumstances that led to the occurrence of the insured event, until a legally valid judgment is passed by criminal case or the end of the investigation, and the submission of the relevant documents to the Insurer.
10. The Insurer shall be entitled to extend the time period for making a decision on insurance benefit if it has reasonable doubts on the authenticity of documents confirming the insured event or the amount of losses until the authenticity of such documents has been confirmed by the respective authorities, but no more than for three months.
11. The Insurer shall be entitled to fully or partially refuse to the Insured payment of the insurance benefit if the insured event has occurred as a result of the following:
12. deliberate actions of the Assured, the Insured and (or) the Beneficiary aimed at the occurrence of the insured event or contributing to its occurrence, except for actions committed in a state of necessary defense and emergency;
13. actions of the Assured, the Insured and (or) the Beneficiary, that have been in compliance with the legislation of the Republic of Kazakhstan recognized as deliberate criminal or administrative offenses that have been causally connected with the insured event.
14. The Insurer might refuse in payment of the insurance benefit based on the following:
15. deliberate actions of the Assured, the Insured and (or) the Beneficiary aimed at the occurrence of the insured event or contributing to its occurrence, except for actions committed in a state of necessary defense and emergency;
16. actions of the Assured, the Insured and (or) the Beneficiary, that have been in compliance with the legislation of the Republic of Kazakhstan recognized as deliberate criminal or administrative offenses that have been causally connected with the insured event;
17. failure to notify the Insurer about the occurrence of the insured event, unless it shall be proved that the Insurer had learned about the insured event in timely manner or if absence of information did not impact the obligations of the Insurer to pay the insurance benefit. If the Assured (Insured) could not duly notify the Insurer for good reasons, the Assured shall confirm this by documents;
18. the Assured has provided the Insurer with false information about the insurance object, insurance risk, insured event and its consequences;
19. obstruction by the Assured to the Insurer in investigation of the circumstances of the insured event and in establishing the amount of loss;
20. Insurance Agreement did not enter into force at the time of the insured event;
21. failure by the Assured to submit full list of documents that confirm occurrence of the insured event;
22. occurrence of the insured event outside of the territorial limits;
23. failure by the Assured (Insured) to comply with obligations;
24. violation by the Assured (Insured) of fire safety rules, as well as flammable and explosive substances and objects storage;
25. other cases stipulated by the legislation.
26. Discharge of the Insurer from liability to the Assured based on the illegal actions of the Assured shall simultaneously discharge the Insurer from payment of the insurance benefit to the Insured or Beneficiary.
27. Refusal of the Insurer to pay the insurance benefit may be appealed in the manner prescribed by the legislation of the Republic of Kazakhstan.
28. The Insurance Agreement might stipulate other reasons for refusal in payment of the insurance benefit.
29. EXECUTION OF THE INSURANCE AGREEMENT
30. The Insurance Agreement shall be executed based on written application of the Assured.
31. The application template for execution of the Voluntary Accident Insurance Agreement, Voluntary Borrower Accident Insurance Agreement (hereinafter, together or separately – ‘the Application’) shall be developed by the Insurer.
32. The Application signed by the Assured shall be integral part of the copy of the Insurance Agreement of the Insurer.
33. The Insurance Agreement shall be concluded in writing after assessment of the insurance risk by the Insurer and agreement of the Parties on all the essential terms of the Insurance Agreement, by drawing up the Insurance Agreement or by joining the Assured to the Insurance Regulations and issuing him an insurance certificate.
34. The Insurer shall be entitled to require the Assured to conduct a medical examination of the Insured(s) prior to execution of the Insurance Agreement. The expenses for the medical examination incurred by the Assured shall be recovered by the Insurer upon execution of the Insurance Agreement, unless otherwise provided by the Insurance Agreement. The Assured (Insured) shall not be entitled to evade the medical examination.
35. When executing the Insurance Agreement, the Assured shall be obligated to inform the Insurer of all known circumstances that are essential for assessment of the probability of the insured event and amount of potential losses, if such circumstances are not known and should not have been known to the Insurer, including information on claims of the third parties in respect of the immovable property and information on court claims submitted to the Insurer.
36. The Insurer might request additional documents (information) characterizing the insurance risk from the Assured in order to execute the Insurance Agreement.
37. Amendments and additions to the Insurance Agreement shall be made on the basis of a written application of the Assured, by drawing up an additional agreement to the Insurance Agreement by the Insurer. If the insurance has been executed by issuing an insurance certificate, then the insurance certificate shall be subject to early termination and new insurance certificate shall be issued when making amendments and additions.
38. If, upon execution of the Insurance Agreement, it shall become know that the Assured has provided the Insurer with false information about circumstances that are essential for assessment of the insurance risk execution of the Insurance Agreement by the Insurer, the Insurer shall be entitled to request invalidity of the Insurance Agreement.
39. If the Insurance Agreement contains conditions that worsen the position of the Assured compared to those stipulated by the legislation, then the conditions established by the legislation shall apply.
40. In the event of loss of the Insurance Agreement, the Insurer shall be obliged to issue a duplicate of the Insurance Agreement to the Assured upon the written application of the Assured.

The Insurer shall be entitled to recover from the Assured the costs of duplicate of the Insurance Agreement, and the total amount of reimbursable expenses shall be determined by the Insurance Agreement.

1. TERRITORIAL LIMITS AND TERM OF THE INSURANCE AGREEMENT
2. Territorial limits shall be the territory specified in the Insurance Agreement.
3. The Insurance Agreement can be concluded for one year and for a different time period declared by the Assured based on the agreement of the Parties.
4. The Insurance Agreement shall enter into force and become binding on the Parties from the date specified therein. The insurance coverage period shall coincide with the term of the Insurance Agreement, unless otherwise provided by the Insurance Agreement.
5. The Insurance Agreement shall terminate in the following cases:
   1. expiration of the Insurance Agreement;
   2. payment of the insurance benefit by the Insurer in amount of the sum insured (liability limit of the Insurer);
   3. early termination of the Insurance Agreement.
6. In addition to the general grounds for termination of the obligations stipulated by law, the Insurance Agreement shall early terminate in the following cases:
   1. insurance object ceased to exist;
   2. death of the Insured who is not the Assured when no replacement of the Insured has occurred;
   3. possibility of the insured event ceased and the insurance risk disappeared due to circumstance other than the insured event;
   4. entry into force of a court decision on the obligatory liquidation of the Insurer;
   5. amendments to terms and conditions of the insurance certificate, if the Insurance Agreement has been concluded via issuance of the insurance certificate to the Assured;
   6. in cases stipulated by the Law of the Republic of Kazakhstan “On Insurance Activities”.

In the above-mentioned cases, the Insurance Agreement shall terminate from the moment when basis for termination of the Insurance Agreement arises, of which the interested party must immediately notify the other party.

1. The Insurance Agreement may early terminate at the initiative or agreement of the Parties. The Party initiating early termination of the Insurance Agreement shall notify the other party no later than 15 (fifteen) calendar days before the date of the planned termination, unless otherwise provided by the Insurance Agreement or agreement of the Parties.
2. In the event of early termination of the Insurance Agreement due to the circumstances provided for in paragraph 98 of this chapter, the Insurer shall be entitled to receive the insurance premium in proportion to the time during which the insurance was valid.
3. The Assured shall be entitled to refuse from the Insurance Agreement at any time.
4. Upon early termination of the Insurance Agreement at the initiative of the Assured (refusal of the Assured from the Insurance Agreement), the Insurer shall be entitled to the following:

retain paid insurance premium or insurance installments;

return part of the insurance premium proportionate to remaining term of the Insurance Agreement minus 25% of the amount to be returned.

Terms and conditions of early termination of the Insurance Agreement upon initiative of the Assured shall be specified by the Insurance Agreement.

1. If terms and conditions of the Insurance Agreement envisage its early termination in the event of payment by the Assured of the insurance benefit for the first occurred insured event, the insurance premium paid by the Assured shall be retained by the Insurer.
2. If early termination of the Insurance Agreement has been caused by failure of the Assured to comply with its terms and conditions, the insurance premium (part of it) shall be retained.
3. In the event of early termination of the Insurance Agreement due to failure of the Insurer to comply with its terms and conditions, the Insurer shall return to the Assured the insurance premium paid or the insurance installments in full.
4. In addition to the general grounds provided for by law, the Insurance Agreement shall become invalidated when the Assured deliberately pursued the purpose of deriving undue benefits, when executing the Insurance Agreement, including execution of the Insurance Agreement after the occurrence of the insured event.
5. **DOUBLE INSURANCE**
6. Double (multiple) insurance is an insurance of the same object with several insurers under separate Insurance Agreements with each of them.
7. In case of double insurance of the property, each insurer shall be liable to the Assured within independently, irrespective of obligations of other insurers.
8. FORCE-MAJEUR CIRCUMSTANCES
9. The Parties shall be discharged from liabilities if they prove that proper fulfillment of the obligations became impossible due to force-majeure circumstances, meaning extraordinary and unavoidable circumstances as a result of which it became impossible for the party to fulfill its obligations under the Insurance Agreement.
10. If full or partial fulfillment of obligations under the Insurance Agreement by either of the Parties became impossible, performance under such obligations shall be postponed proportionate to time period of such circumstances.
11. If force majeure circumstances shall continue for more than three months, then each of the Parties shall be entitled to refuse to further act under the Insurance Agreement. In this case, neither Party shall be entitled to compensation from the other Party for losses caused by termination of the Insurance Agreement.
12. The Party for which it has become impossible to fulfill obligations under the Insurance Agreement must notify the other Party of the occurrence or termination of circumstances that impede fulfillment of obligations within twenty days.
13. DISPUTE RESOLUTION
14. All disputes arising between the Parties in respect of execution of the Insurance Agreement shall be resolved in accordance with the legislation of the Republic of Kazakhstan, unless otherwise provided by the Insurance Agreement.
15. ADDITIONAL PROVISIONS
16. The Insurance Agreement might provide for other terms and conditions not contradicting the legislation of the Republic of Kazakhstan.
17. The Insurer shall be entitled to develop based on the Regulations insurance programmes with various compositions of the insurance risks and other terms of the insurance, not contradicting the legislation of the Republic of Kazakhstan.
18. In the event of non-compliance of the Insurance Agreement and the Regulations, the provisions of the Insurance Agreement shall apply.
19. The part not regulated by the Regulations shall be governed by the applicable legislation of the Republic of Kazakhstan.