



**INSURANCE REGULATIONS OF VOLUNTARY INSURANCE OF PERSONS  
TRAVELING ABROAD**

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### **1. GENERAL TERMS**

**1.** These Insurance Regulations of voluntary insurance of persons traveling abroad (hereinafter “the Insurance Regulations”) have been developed in accordance with the legislation of the Republic of Kazakhstan, internal normative documents of Joint-Stock Company “Subsidiary of Halyk Bank of Kazakhstan” Insurance Company “Halyk” and stipulate terms and conditions of the insurance, execution, coverage and implementation of agreement on voluntary insurance of persons traveling abroad, including those traveling abroad for the purpose of training (hereinafter “the Insurance Agreement”).

**2.** Joint-Stock Company “Subsidiary of Halyk Bank of Kazakhstan” Insurance Company “Halyk” shall execute the Insurance Agreements with legal entities and capable individuals based on the terms and conditions expressed in these Insurance Regulations.

**3.** Major definitions used in these Insurance Regulations:

1) **Sudden disease** – unexpected disorder of health of the insured person characterized by various malfunctions of the body requiring emergency medical intervention to prevent further damage to health and threat to life;

2) **Doctor** – specialist with higher medical education providing medical services to the Insured;

3) **Beneficiary** – person, which in accordance with the Insurance Agreement is a beneficiary of insurance benefit;

4) **Disease** – disorder of normal vital functions of the Insured’s body due to functional and/or morphological changes;

5) **Insured** – person, for whom insurance is maintained. Unless otherwise provided in the Insurance Agreement, the Insured shall be persons of age from 0 to 75 as at the moment of initiation of insurance coverage under the Insurance Agreement;

6) **Medical transportation** – transportation of the Insured by specialized or general transportation accompanied by medical specialist to the nearest medical institution due to emergency medical conditions as well as to provide medical assistance in outpatient treatment or in hospital;

7) **Medical evacuation** – transportation of the Insured (upon medical conditions as well as given transportability of the Insured confirmed by attending doctor, with accompanying person) from territory of the country of temporary residence (territorial limits) to the first international airport nearest to the permanent residence of the Insured, provided that:

a) costs of hospital treatment might exceed limit envisaged by the Insurance Agreement, and the Insured does not have possibility (refuses) to pay difference between cost of planned medical expenses and limit envisaged by the Insurance Agreement;

b) there is no possibility to provide required medical treatment to the Insured in the country of temporary residence (territorial limits).

Medical evacuation shall be conducted exclusively when its necessity has been confirmed by medical conclusion of the Insurer’s doctor, by documents of local attending doctor, and there are no medical contraindications.

Costs of medical evacuation shall be covered within insurance amount envisaged by the Insurance Agreement;

8) **Medical expenses** – inevitable necessary costs incurred during stay of the Insured within the territorial limits and related to emerged disease and necessary medical assistance (diagnostics, medical or surgical treatment), prescribed by qualified medical practitioner, and that cannot be withhold until return of the Insured to permanent residence (citizenship) in the Republic of Kazakhstan;

9) **Medical assistance** – Representative of the Insurer. Legal entity acting based on the Cooperation Agreement with the Insurer and providing services on organization of medical and other services

in compliance with category selected by the Assured under terms and conditions of the Insurance Agreement within territorial limits;

10) **Medical institution (medical network)** – legal entity that signed agreements on services to the Insured with the Representative of the Insurer;

11) **Accident** – sudden, short-term event (occurrence) happened against will of the Insured because of external mechanical, electrical, chemical or thermal impact on the body that damaged health or led to death of the Insured;

12) **Acute disease** – sudden disease within the timeframe of the Insurance Agreement requiring emergency medical assistance, and such medical assistance shall be provided immediately, i.e. within first 24 hours from the event, and refusal or delay in medical assistance shall lead to development of hard irreversible conditions up to death;

13) **Repatriation** – organization of transportation by the Medical Assistance of the Insured's body to the nearest international airport in the Republic of Kazakhstan or international airport of the country of citizenship/permanent residence of the Insured;

14) **Accompanying person** – family member (relative) or other person capable to travel abroad to accompany the Insured, if accompaniment is necessary based on medical conditions;

15) **Sport** – social and cultural activities aggregated into various types of sports (physical exercises or intellectual abilities in contestable activities), in form of sports competitions and special training of person to participate in them;

16) **Emergency visit of accompanying person** – arrival of accompanying person to medical institution of the Insured in the country of temporary residence (if the Insured travelled alone) due to emergency and strictly upon prescription of the doctor;

17) **Assured** – person, which signed the insurance agreement with the Insurer and paid the insurance premium;

18) **Insurer** – Joint-Stock company “Subsidiary of Halyk Bank of Kazakhstan “Insurance Company “Halyk” registered as insurance organization and with license entitling insurance activities in the Republic of Kazakhstan;

19) **Territorial limits** – territory indicated in the Insurance Agreement and covered by the insurance;

20) **Evacuation of children** – return of the children (from 0 to 18 years) that travelled together with the Insured and left unattended due to sudden disease of the Insured to the nearest international airport of the country of citizenship/permanent resident of the Insured;

21) **Emergency event** – unexpected event (acute and sudden disease, accident), extremeness of which resulted in inability of the Insured to communicate with the medical assistance and (or) with the Insurer;

22) **Emergency medical assistance** – medical assistance requiring immediate medical intervention to prevent significant damage to health or eliminate threat to life due to sudden acute diseases, trauma, breakdown in health, acute exacerbation of chronic disease in accordance with the list envisaged by the Insurance Agreement.

## **2. INSURANCE OBJECT**

4. Object of the insurance are property interests of the Insured temporarily travelling outside of the Republic of Kazakhstan and related to expenses of the Insured on services provided in accordance with the Insurance Program selected by the Assured and envisaged by the Insurance Agreement, resulting from accident and (or) sudden disease occurred within the territorial limits indicated in the Insurance Agreement within the timeframe of the insurance coverage in compliance with the Insurance Agreement.

## **3. INSURED EVENT AND MEDICAL CONDITIONS**

5. Insured event – event with characteristics of probability and chance upon occurrence of which the insurance benefit shall be made in accordance with the Insurance Agreement.

**6.** Insured event shall be (are) unexpected expenses of the Assured (Insured) occurred within timeframe of the insurance coverage under the Insurance Agreement during stay abroad (within territorial limits) related to worsening of health due to sudden disease or accident and resulted from appeal for organization in accordance with procedures stipulated in the Insurance Regulations and the Insurance Agreement for the following:

- 1) Emergency medical assistance;
- 2) Medical transportation;
- 3) Medical evacuation and (or) repatriation;
- 4) Emergency visit of accompanying person;
- 5) Evacuation of children.

**7.** Medical conditions – objective reasons and conditions for receipt of medical services to diagnose and treat disease that has been reason for appeal to the Medical Assistance of specific Insurer in accordance with the Insurance Regulations, Insurance Agreement and Insurance Program.

**8.** Unless otherwise provided in the Insurance Agreement, the insured event shall be treated as occurred if the Insured has applied to the medical assistance and complied with all actions upon its instructions to receive medical assistance or other services envisaged by the Insurance Agreement.

**9.** List of insured expenses of the Insured shall be stipulated by the Insurance Program and the Insurance Agreement.

**10.** Proof of the insured event as well as of expenses incurred shall be done by the Assured (Insured, Beneficiary).

#### **4. EXCEPTIONS FROM INSURED EVENTS AND LIMITATIONS OF THE INSURANCE**

**11. In accordance with the Insurance Regulations, the following events shall not be recognized as insured events:**

- 1) War, invasion, intervention, hostile acts of foreign state, war or similar operations (irrespective of declaration of war) or civil war;
- 2) Public disturbance of various nature, mass disorders or strikes, insurrection, lockouts, civil unrest growing to a popular uprising, riot, civil unrest, military insurrection, revolution, military seizure or usurpation of power, confiscation, requisitioning or nationalization of property, terrorist attacks;
- 3) effects of a nuclear explosion, radiation or radioactive contamination;
- 4) actions of the Insured (Beneficiary) committed in a state of alcoholic, toxic or narcotic intoxication or under the influence of drugs or psychotropic drugs;
- 5) natural disasters: earthquakes, floods, mudflows, hurricanes, tornadoes, etc.;
- 6) man-made disasters: explosions and leaks of toxic substances in factories, breakthroughs in pipelines or accidents, plane crashes, train wrecks, shipwrecks, etc.;
- 7) intentional 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 performed in the state of necessary defense and extreme necessity;
- 8) actions of the Assured, the Insured and (or) the Beneficiary, recognized in accordance with the legislative acts of the Republic of Kazakhstan as intentional crimes or administrative offenses that are in a causal relationship with the insured event.

**12. The Insurer might refuse to pay insurance benefit based on the following:**

- 1) Provision by the Assured to the Insurer of knowingly false information about the insurance object, insurance risk, insured event and its consequences;
- 2) Failure by the Assured to take measures to reduce losses from the insured event;
- 3) Obstruction by the Assured to the Insurer in investigation of the insured event and in determination of the losses caused by it;
- 4) Failure to inform the Insurer about the insured event;
- 5) Failure to comply with regulatory and common norms and safety rules, instructions on exploitation of dangerous objects as well as failure to comply with standards, Insurance Regulations, laws or official regulatory documents for certain activities;

- 6) In case worsening health conditions or death of the Insured was in direct causal relation with diseases diagnosed at the moment of the insurance coverage under the Insurance Agreement, irrespective of whether they have been treated or not, as well as if travel abroad has been contraindicated for the Insured due to health conditions and (or) if travel could have exacerbated existing disease;
- 7) If the purpose of travel has been medical treatment;
- 8) Other cases in accordance with the legislative acts of the Republic of Kazakhstan.

**13. The Insurer shall not cover:**

- 1) Indirect commercial losses of the Assured (Insured), losses (fines, penalties, charges), loss of expected gain;
- 2) Moral hazard;
- 3) Incurred non-medical expenses, for example, phone calls, taxi services, translation, accommodation of accompanying persons, lux level or increased comfortability hospital rooms and others;
- 4) Expenses for emergency medical assistance provided to the Assured (Insured) related to commitment or attempt to commit illegal action resulting in administrative or criminal prosecution in accordance with current legislation of the country of temporary residence with respect to the Insured, except from use of excessive force in self-defense;
- 5) Court-related expenses;
- 6) Medical services not stipulated by the Insurance Agreement/Insurance Program;
- 7) Services not agreed with the Insurer or Medical Assistance, medical and other services for diagnosis and (or) treatment of the Insured within the territorial limits, receipt of which has been intended goal for execution of the Insurance Agreement;
- 8) Services of sports team doctor and (or) medical services, provision of which has been ensured by organizers of sports competitions, in case of travel of the Insured abroad to participate in such events;
- 9) Failure of the Insured to comply with medical recommendations of the medical assistance doctor, rules of conduct in medical institutions, if such instructions have been in the medical records;
- 10) Services not supported by respective documents (doctor prescription, recipe, invoice, receipt, check and etc., given regional peculiarities).

**14. The Insurer shall not pay insurance benefit in the following cases:**

- 1) Provision of medical services not included into scope of emergency medical assistance and not prescribed by attending doctor upon emergency appeal;
- 2) Chronic diseases and their exacerbation without threat to life of the Insured;
- 3) Diseases caused by disability of the I and II groups;
- 4) Non-malignant and malignant tumors (including oncohematological), their complications and exacerbations as well as their diagnosis, irrespective from their detection moment;
- 5) Diseases that required treatment during the last 6 (six) months prior to start of the Insurance Agreement as well as diseases diagnosed for the Insured as at the date of the travel start, consequences (complications) within the period after surgical or medical treatment of this disease (this exclusion does not apply to persons travelling abroad for study and paid for respective risk category, but not more than 2 (two) doctor appointments and minimum scope of laboratory tests per 1 (one) insured event);
- 6) Preventive vaccination and medical check-ups;
- 7) Psychiatric disorders and diseases, behavioral disorders;
- 8) Purchase of medical products: glasses, contact lenses, hearing aids, related medical products: wheelchairs, bandages, crutches, orthoses and other;
- 9) Cosmetic, plastic and reconstructive surgery of any kind, except for the event that led to a violation of the anatomical integrity of the body because of an event recognized as an insured event when skin grafts or restoration of vascular functions (burns) are required;
- 10) Diseases (conditions) caused by exposure to sunlight;
- 11) HIV, AIDS, sexually transmitted diseases, tuberculosis, including their diagnosis and treatment;

12) Treatment in sanatoriums, hospitals, rest homes and other organizations of medical or sanatorium-resort type, caregiver care;

13) Conditions caused by pregnancy, childbirth, any complications of pregnancy with a gestational age of more than 12 (twelve) weeks, as well as abortions, including spontaneous, except for cases that represent a direct threat to the life of the Insured, with a gestational age of not more than 12 (twelve) weeks;

14) All types of prosthetics, including eye and dental;

15) Transplantation of organs and tissues, extracorporeal treatment methods: hemodialysis, plasmapheresis and hemosorption, etc.

16) Infectious diseases that could have been prevented by advance vaccination;

17) Examination, analysis, taking medications exceeding need and sufficiency, in the opinion of the Medical Assistance doctors and (or) the Insurer;

18) Expenses related to the provision of services that are not vital from a medical point of view;

19) Dental care, except from emergency, specified in these Insurance Regulations;

20) All non-emergency non-traditional and traditional treatment methods: herbal medicine, hirudotherapy, homeopathic treatment, acupuncture, flooding baths, hydromassage, hydrocolonotherapy, dry and underwater extract, mud therapy, bioresonance therapy, etc.; rehabilitation treatment and other methods of alternative or non-classical medicine;

21) Physiotherapeutic procedures, except from inhalation during bronchospasm;

22) Deterioration of health conditions due to the ingestion of drugs that caused alcoholic, drug intoxication or taking of drugs, both of plant origin, and drugs developed by chemical synthesis, causing alcoholic, drug or toxic intoxication;

23) Suicide or attempted suicide, any harm to the own health by the Insured himself;

24) Unless otherwise provided by the Insurance Agreement and (or) the Insurance Program, diseases and (or) injuries resulted from involvement of the Insured into dangerous entertainment activities or sports (unless the relevant risk category provided for by the relevant Insurance Program has been paid for) that entails a high risk of injuries and (or) death:

Any types of professional or amateur sports associated with high speeds and jumps from a height (including riding on sports watercraft, motorcycle races, auto racing), diving from rocks, bungee jumping, (excluding bananas, water riding, water parks);

Surfing, scuba diving, rafting, parachuting, hang gliding, paragliding, quad biking, jet skiing, snowboarding and downhill skiing, rock climbing, mountaineering, martial arts, wrestling, boxing, sambo, judo, karate, tae kwon do, sumo, kickboxing, aikido, kendo, kobudo, wushu, kung fu (except when the insurance coverage category is selected for athletes traveling to participate in sports competitions);

Football, windsurfing, weightlifting, weightlifting, diving;

25) The Insured puts himself in undue risk, i.e. risk that knowingly could lead to fatality or personal injuries, if additional risk has not been provided and paid by agreement of the Parties with issuance of an insurance policy at special rates for professional athletes traveling to participate in sports competitions;

26) Deliberate injury to own health by the Insured to receive insurance benefits for medical services received within the territorial limits;

27) Artificial insemination, treatment of infertility or prevention of conception;

28) Driving by person who has no rights, or a person who has been intoxicated or under the influence of drugs, psychotropic substances and desensitizing (sedative) substances that caused drowsiness, disorientation, impaired concentration;

29) Self-treatment, prescription and treatment by family member of the Assured (Insured);

30) Diseases caused by the actions of a doctor not authorized by the Insurer;

31) Outside the territorial limits specified in the Insurance Agreement;

32) Service or respective training in the military and law enforcement agencies;

33) Voluntary refusal of the Assured (Insured) from evacuation to the country of citizenship/permanent residence if it was allowed for medical reasons. Services provided to the

Insured since the written refusal from evacuation to the country of citizenship/permanent residence shall not be covered;

34) Voluntary refusal of the Assured (Insured) to comply with the doctor's instructions received by him in connection with the appeal regarding the insured event, and all the consequences of such refusal;

35) Surgical treatment, which could have been replaced with conservative (non-operational) treatment methods, or which could have been delayed until the Insured returned to the place of permanent residence, or which has not been approved by the Insurer and (or) Medical Assistance;

36) Travelling abroad for employment (work) purposes, associated with a high risk of harm to health and (or) the occurrence of an accident, including death of the Insured.

**15.** If the respective risk category has not been paid for, expenses of the Insured resulted from manual labor, dangerous outdoor activities, occupation in amateur or professional sports shall not be considered as the insured event and covered.

**16.** The following shall not be considered as insured event:

1) Vascular diseases (obliterating endarteritis, atherosclerosis, aneurysm, varicose veins; Takayasu's disease (non-specific aortoarteritis), Buerger's disease (thromboangiitis obliterans), varicocele, rectal varicose veins – hemorrhoids;

2) Eye diseases: myopia, astigmatism, cataract, glaucoma, retinopathy, accommodation spasm, long-term effects of eye injury in the form of retinal detachment, eyelid mass and biostimulation of the eyeball, dry eye syndrome;

3) Diagnosis and treatment of eating disorders and metabolic disorders: obesity, urine acid diathesis, gout, dystrophy, etc.;

4) Diagnosis and treatment of endocrine diseases: diabetes, thyroid disease and other;

5) Systemic diseases (SLE (systemic lupus erythematosus), periarteritis nodosa, systemic scleroderma, Bechterew's disease, Sjogren's disease, Reiter's disease, DOA (deforming osteoarthritis), dermatomyositis, systemic vasculitis, rheumatism, etc.), diseases of the skeletal system (osteoporosis, heel spurs, dysplasias, etc.);

6) Diagnosis and treatment of infertility, menstrual disorders, impotence, all methods of contraception;

7) Selection, purchase and repair of corrective equipment (glasses, lenses, crutches, hearing aids, etc.);

8) Diseases of organs and tissues requiring their transplantation or prosthetics, including endo-prosthetics, reconstructive operations, transplants of organs and tissues as well as the consequences of such operations;

9) Medical expenses associated with coronary angiography; as well as surgical interventions on the heart (coronary artery bypass surgery, stenting, installation of an artificial pacemaker, etc.), even based on medical prescriptions;

10) Diagnosis and treatment of apparent hereditary pathology (dwarfism, accelerated puberty), hereditary, gene, chromosomal diseases and congenital and acquired malformations, cerebral palsy;

11) Diagnosis and treatment of chronic allergic diseases, except from acute conditions requiring emergency measures;

12) Chronic diseases of respiratory system: bronchiectasis, bronchial asthma, COPD (chronic obstructive pulmonary disease), pulmonary emphysema, and other chronic lung diseases with respiratory failure;

13) Diseases of the cardiovascular system: Abramov-Fiedler's myocarditis, cardiomyopathy; diseases requiring introduction of an artificial pacemaker; chronic rhythm disturbances (atrial fibrillation, complete AV block, post-infarction cardiosclerosis, cardiac aneurysm, acquired and congenital heart defects), chronic diseases of the cardiovascular system with circulatory failure;

14) Diseases of the genitourinary system: polycystic kidney disease; chronic glomerulonephritis, chronic renal failure 2–3 stages, renal amyloidosis, nephroangiosclerosis, hydronephrosis, congenital malformations of the kidneys and urinary tract, enuresis of any origin, nephroptosis;

15) Diseases of central nervous system: conditions after a cerebrovascular accident and its consequences; hepato-cerebral dystrophy (Wilson-Konovalov disease), Alzheimer's disease, Parkinson's syndrome, epilepsy, children cerebral palsy;

16) Acute and chronic radiation sickness;

17) Chronic hepatitis (including viral), cirrhosis of any etiology and degree of activity;

18) Medical check-up conducted to issue certificates for weapon permits, driver's license, visiting health institutions, entering educational institutions, issuing certificates for traveling abroad, on health status;

19) Dental expenses for prosthetics, preparation for orthopedics, cosmetology (whitening, cleaning and removal of dental deposits), orthodontics;

20) Costs associated with artificial insemination and its complications;

21) Analysis on blood hormones;

22) Magnetic resonance or computed tomography except for emergency conditions;

23) Expenses for diseases with prophylactic and planned treatment;

24) Purchase of medical products for preventive, therapeutic indications (masks, inhalers, thermometers, bandages, cotton, adhesive tape, enemas, etc.);

17. The following persons shall not be insured:

1) Disabled people of 1 and 2 groups;

2) Persons of 75 years of age and older, unless otherwise provided in the Insurance Agreement;

If within the timeframe of the Insurance Agreement, it shall become known that the Insurance Agreement has been executed in respect of above-mentioned persons, the insurance coverage under the Insurance Agreement in respect of such Insured shall terminate.

## **5. INSURANCE AMOUNT. FRANCHISE.**

18. Insurance amount – amount of money for which the insured object has been insured and which represents the liability limit of the Insurer for the insured event.

19. The Insurance Agreement (Insurance Program) might provide for the insurance amounts (liability limits of the Insurer) by each type of risk or expenses covered by the insurance.

20. Insurance amount (liability limits of the Insurer) shall be defined based on agreement of the Parties and indicated in the Insurance Agreement.

21. Franchise – discharge of the Insurer from obligation to compensate loss limited to certain amount and envisaged by the terms and conditions of the insurance. Franchise might be expressed in percentage to the insurance amount or in absolute amount. Upon execution of the Insurance Agreement conditional (non-deductible) or unconditional (deductible) franchise might apply.

22. In case of conditional franchise, the Insurer shall be discharged from compensation of loss limited to franchise amount, but shall compensate the loss in full, if it exceeds franchise amount.

23. In case of unconditional franchise, the loss in any case shall be compensated with deduction of franchise amount.

24. Amount and type of franchise shall be envisaged in the Insurance Agreement.

## **6. INSURANCE PREMIUM**

25. Insurance premium – amount of money to be paid by the Assured to the Insurer for its obligations to pay insurance benefit to the Beneficiary in amount specified in the Insurance Agreement.

26. Insurance premium shall be specified by the Insurer in accordance with current rates of insurance premiums as at the moment of execution of the Insurance Agreement given degree of insurance risk (insurance program) and term of the insurance.

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



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

**28.** The Insurer shall be obliged to:

- 1) to familiarize the Assured with the insurance terms and conditions (these Rules), submit (send) a copy of these Rules if the Insurance agreement is concluded by joining these Rules and issuing the insurance policy to the Assured;
- 2) In accordance with the Insurance Agreement, control scope, term and quantity of provided services;
- 3) Pay insurance benefit upon occurrence of the insured event in amount, and as per procedure and terms specified by this Insurance Agreement;
- 4) If the Assured (Insured, beneficiary) did not provide all documents necessary for decision on payment of insurance benefit, notify the applicant on missing documents necessary within timeframe specified in the Insurance Agreement;
- 5) Refuse to return insurance premium, pay insurance benefit in accordance with the Law of the Republic of Kazakhstan “On anti-money laundering and financing of terrorism”;
- 6) Reimburse the Assured (Insured) expenses taken to reduce losses upon the insured event;
- 7) in case of loss of the Insurance agreement executed in paper form, on the basis of the Assured’s application, to issue a duplicate of the Insurance agreement to the Assured or, at the request of the Assured, re-send the electronic Insurance agreement to the e-mail address specified by the Assured when concluding the Insurance agreement;
- 8) Ensure confidentiality of insurance.

**29.** The Insurer shall be entitled to:

- 1) Request from the Assured information necessary to identify degree of risk, execute the Insurance Agreement, including information on previous insurance agreements, insured events and insurance benefits;
- 2) Refuse to pay insurance benefit in compliance with the Insurance Regulations and (or) the Insurance Agreement;
- 3) request amendments to the terms of the Insurance Agreement, including payment of additional insurance premium, in case of increase in insurance risks;
- 4) Verify received information and documents;
- 5) Request documents confirming the insured event and loss occurred from respective government authorities and organizations within their mandate;
- 6) request information and documents necessary to confirm insured event, its circumstances and loss occurred from the Assured (Insured);
- 7) Request the Assured (Insured) to reimburse cost of unused travel tickets (air, auto, rail or maritime transport), paid by the Insurer upon the insured event to evacuate the Insured to the country of citizenship/permanent residence or return of the children of the Insured left unattended in the country of citizenship/permanent residence due to disease of the Insured or accident occurred with him;
- 8) Send the Insured for medical examination, if necessary for execution of the Insurance Agreement;
- 9) Discontinue payment of insurance benefit until clarification of all circumstances and causes of the insured event with written justification submitted to the Insured;
- 10) Early terminate the Insurance Agreement in accordance with the Insurance Regulations and the Insurance Agreement;
- 11) Refuse to execute the Insurance Agreement;
- 12) Claim of the Assured (Insured) to person responsible for losses caused by the insurance event.

**30.** The Assured shall be obliged to:

- 1) Provide to the Insurer known information that has material significance for assessment of the probability of the insured event and amount of potential losses in case of the insured event;
- 2) Provide to the Insurer information on same insurance agreements signed with other insurance companies (duplicate of coverage);
- 3) Pay insurance premium in the amount, and in accordance with the terms and procedures specified in the Insurance Agreement;

4) Inform the Insured on terms of the insurance and requirements of the Insurance Regulations.

**31.** The Assured (Insured) shall be obliged to:

1) Upon execution of the Insurance Agreement provide consent to discharge doctors and other employees of medical institutions from confidentiality obligations to the Insurer with respect to the insured event. If required, authorize the doctor, medical institutions and other authorized persons (both in the country of permanent residence (citizenship) as well as within territorial limits) to provide upon request of the Insurer all documents necessary for investigation of the insured event (certifications, conclusions, and etc.);

2) Inform the Insurer on status of the insurance risk;

3) Notify the Insurer on occurrence of the insured event in accordance with the Insurance Agreement;

4) Comply with terms and conditions of the Insurance Regulations and the Insurance Agreement;

5) Provide the Insurer with all available information and documents that allow to judge on causes and consequences of the insured event, nature and amount of loss;

6) Ensure intactness of original documents confirming application for medical assistance and costs of the insured event, and their transfer to the Insurer with translation into Russian or Kazakh language (translation services shall be covered by the Assured (Insured) and shall not be reimbursed);

7) Follow instructions of the Medical Assistance, comply with prescriptions of the attending doctor received, comply with Insurance Regulations of the medical institution;

8) Conduct medical blood alcohol test in case of trauma, poisoning and other accidents. In case of refusal of the Insured to pass this procedure, the Insurer shall be entitled to refuse to pay the insurance benefit in full or in part;

9) Ensure transfer to the Insurer of claim to person responsible for the insured event.

**32.** The Assured shall be entitled to:

1) Require from the Insurer information on its solvency and financial sustainability;

2) Familiarize with the Insurance Regulations and receive copy;

3) Early terminate the Insurance Agreement in compliance with the Insurance Regulations and the Insurance Agreement;

4) to obtain a duplicate of the Insurance agreement executed in paper form in case of loss thereof, or re-obtain the electronic Insurance agreement sent to the e-mail address of the Assured specified at the time of conclusion of the Insurance agreement.

**33.** The Assured (Insured) shall not be entitled to transfer the Insurance Agreement to other persons to receive services stipulated in the Insurance Agreement. If the Insurer will become aware that the Insured has transferred the Insurance Agreement to other person for above-mentioned purpose, the Insurer might early terminate the Insurance Agreement with respect to this Insured. In this case, the insurance premium shall be retained by the Insurer.

**34.** The Assured (Insured) and the Insurer have other rights and obligations in accordance with the legislation of the Republic of Kazakhstan, the Insurance Regulations and the Insurance Agreement.

## **8. CHANGE IN INSURANCE RISK WITHIN TERM OF THE INSURANCE AGREEMENT**

**35.** Within the term of the Insurance Agreement the Assured (Insured) shall immediately, but not later than three days from occurrence, inform the Insurer on material changes that became known in circumstances provided to the Insurer upon execution of the Insurance Agreement, if such changes can significantly increase the insurance risk.

Material changes, in any case, include changes in information provided upon execution of the Insurance Agreement or stipulated by it (territorial limits, purpose of travel, term of stay and etc.).

**36.** The Insurer that has been notified on circumstances leading to increase in the insurance risk shall be entitled to require amendment to the terms and conditions of the Insurance Agreement and (or) payment of additional insurance premium respective to increase in risk.

If the Assured (Insured) shall argue against amendments to the terms and conditions of the Insurance Agreement or payment of additional insurance premium, the Insurer shall be entitled to early

terminate the Insurance Agreement. In this case, the Insurer shall return to the Assured the insurance premium for unused period less expenses of the Insurer for investigation in amount of 25% of insurance premium to be returned.

**37.** In case of failure of the Assured (Insured) to comply with obligation in accordance with point 35 of this Chapter, the Insurer shall be entitled to request termination of the Insurance Agreement and reimbursement of losses caused by such termination.

**38.** The Insurer shall not be entitled to request termination of the Insurance Agreement, if circumstances that lead to increase in the insurance risk have dropped off.

## **9. ACTIONS OF THE ASSURED (INSURED) UPON THE INSURED EVENT**

**39.** Upon occurrence of any event with characteristics of the insured event and (or) which might cause the insured event, and prior to application for medical assistance (services) or any additional service, the Insured shall immediately, but not later than 24 (twenty-four) hours from occurrence of the event, apply to the Medical Assistance and (or) to the Insurer and provide the following information:

- 1) Surname, name;
- 2) Number and term of the Insurance Agreement;
- 3) Location and contact phones of the Insured;
- 4) Brief information on occurred event and necessary assistance.

**40.** Upon instructions from the Medical Assistance and (or) the Insurer, the Insured shall act strictly in accordance with received instructions.

**41.** Upon occurrence of the insured event stipulated by the Insurance Agreement as well as given notification of the Medical Assistance and (or) the Insurer on the insured event (incident) within timeframe specified by the Insurance Agreement, the Medical Assistance on behalf of the Insurer shall organize and ensure provision to the Insured of medical assistance (services) and other additional services in accordance with the Insurance Agreement. The scope of the services provided shall be necessary and sufficient to provide emergency medical assistance as well as given franchise stipulated by the Insurance Agreement.

**42.** In the process of organization of medical evacuation, evacuation of the children, repatriation after death, the Insurer and (or) Medical Assistance might use return ticket of the Insured (child travelling with him).

**43.** In emergency, when given exceptionality of the situation or objective reasons, if the Assured (Insured) did not have possibility to apply to the Medical Assistance and (or) the Insurer, the Assured (Insured) shall be entitled to apply to the doctor of any closest medical institution and pay cost of medical services provided.

In this case, the Assured (Insured) shall be obliged to:

- 1) Take reasonable and available efforts in the situation to reduce losses caused by the insured event;
- 2) Provide documentary confirmation of the event by authorized bodies (depending on nature of the event that caused harm to health of the Insured or his death);
- 3) Upon request of the Insurer and (or) medical assistance, provide documentation on diagnosis and treatment related to the insured event as well as familiarize the Insurer with medical documentation by providing consent for discharge of the attending doctor from doctor confidentiality;
- 4) Immediately as soon as the physical conditions will allow (within 24 (twenty-four) hours from application for medical assistance, but not later than 3 (three) business days after occurrence of the insured event) provide the following information to the Medical Assistance and (or) the Insurer:
  - a) Surname, name of the Insured;
  - b) Number and term of the Insurance Agreement;
  - c) Name, address and phone number of medical institution, where the Insured was directed;
  - d) Name, surname, address and phone number of the attending doctor;
  - e) Permanent residence address and citizenship of the Insured;

5) Upon request of the Insurer, provide documents confirming registration of outgoing phone calls (SMS) to the Medical Assistance to inform on the insured event;

**44.** In case of death of the Insured, the Assured (Beneficiary) shall be liable for notification of the Insurer on the insured event within 7 (seven) calendar days.

**45.** Timely application of the Insured to the Medical Assistance and (or) the Insurer and confirmation of medical and other expenses covered in compliance with the Insurance Agreement, shall be obligatory condition for payment of the insurance benefit, except for cases stipulated in Chapter 4 of the Insurance Regulations.

**46.** Failure to notify (untimely notification) of the Medical Assistance and (or) the Insurer on occurrence of the event, consequences of which have led to the insured event, shall entitle the Insurer to refuse in payment of the insurance benefit or pay insurance benefit of 70% of amount of covered costs given that the insured event has not been suspected by the Insurer, if it has not been proved that the Insurer has been timely notified on the insured event or absence of such information with the Insurer did not affect his obligation to pay insurance benefit as well as except for cases when the Assured (Insured) did not have possibility to comply with this obligation due to good reason (hospital treatment upon return, funeral of family member and etc.), which has been confirmed in documents.

**47.** The Assured (Insured) shall discharge the attending doctor from doctor confidentiality to the Insurer.

**48.** In the Assured (Insured) has paid for medical services received in the country of travel, in accordance with the Insurance Regulations and the Insurance Agreement, the Assured (Insured) shall provide the Insurer with documents not later than 30 (thirty) business days from arrival to the Republic of Kazakhstan (country of permanent residence).

**49.** If at the moment of doctor visit/appointment organized by the Medical Assistance, the Assured (Insured) has been absent at its location, the following visit of doctor and his services shall be organized and covered by the Assured (Insured). In this case the Medical Assistance shall provide contact details of the medical institution for self-application of the Assured (Insured) or call of doctor to its location. The Assured (Insured) upon request of the Insurer shall reimburse expenses for organization of visit that did not take place due to absence of the Assured (Insured).

## **10. LIST OF DOCUMENTS CONFIRMING THE INSURED EVENT**

**50.** The Assured (Insured, Beneficiary) shall provide the following documents to the Insurer to decide on payment of the insurance benefit:

- 1) Written application on the insured event;
- 2) a copy of the Insurance agreement (duplicate);
- 3) Original of medical documents (medical report) with information on health conditions of the Insured upon application for medical assistance, diagnosis, manipulations conducted and treatment (calculation of medical expenses);
- 4) Original recipes, invoices, tax checks, receipts for medical and other services covered in accordance with the Insurance Agreement;
- 5) Copy of passport of the Insured with marks on transfer of the state borders of the Republic of Kazakhstan and the country within territorial limits of the Insurance Agreement;
- 6) Documents confirming identity of the Insured (Beneficiary) and right for the insurance benefit;
- 7) Copy of the certificate of birth, if the Insured is a young person;
- 8) Original or copies of travel documents;
- 9) Banking details of the Beneficiary;
- 10) In case of accident – documents confirming occurrence and causes of the insured event:  
Motorized-vehicle accident – original or copies of the road police acts;  
Civil injury by the third parties – decree on recognition of the Insured as affected party and police act;  
Fire – act on fire.

11) Upon request of the Insurer – documents confirming registration of outgoing phone calls (SMS) to the Medical Assistance to notify on the event;

**51.** In case of death of the Insured, the following additional documents shall be provided:

- 1) Notarized copies of documents stipulated by the legislative acts of the Republic of Kazakhstan with information on causes of death of the Insured (forensic medical report and etc.);
- 2) Original or notarized copy of death certificate;
- 3) Findings of post mortem examination (upon request of the Insurer);
- 4) Documents confirming post mortem repatriation of the Insured: traffic documents for cargo 200, receipts, checks confirming costs of body enbalming, cost of coffin.

Payment documents shall be documented for the Beneficiary.

If the services have been paid by the Insured during his life, the insurance benefit shall be paid to the person entitled to receive insurance benefit, with documental confirmation of this right.

**52.** In case of evacuation of the children and (or) emergency visit of accompanying person of the Insured to the medical institution in place of temporary location, the original travel documents shall be provided, if reimbursement of such expenses has been stipulated by the Insurance Agreement.

**53.** The Insurer shall be entitled to request additional documents related to the insured event, including necessary information on health conditions of the Insured prior to the travel (out-patient records, medical records, examination findings and other), if cause and consequences of the insured event and amount of loss cannot be identified without these documents.

**54.** The Insurer that accepted documents shall issue certificate in 2 (two) copies indicating list of submitted documents and date of their receipt. One copy of the certificate shall be provided to the applicant, the second copy signed by the applicant shall be retained by the Insurer. If the Assured (Beneficiary) has submitted the application on the insured event in digital form, the Insurer might issue such certificate in digital form.

**55.** If the Assured (Insured, Beneficiary) failed to provide all documents required for payment of insurance benefit, the Insurer shall notify the applicant in written indicating absent documents within timeframe specified by the Insurance Agreement.

**56.** Documents related to the insured event and written in foreign language shall be provided with translation into Kazakh or Russian languages stamped by the translation agency.

**57.** Within 4 (four) business days from request of the Insurer, the Insured shall pass medical examination and provide its findings to confirm the insured event, diagnosis.

## **11. AMOUNT OF LOSSES, PROCEDURE AND TERMS FOR PAYMENT OF INSURANCE BENEFIT**

**58.** Insurance benefit – amount of money to be paid to the Beneficiary upon occurrence of the insured event and within the insurance amount.

**59.** In accordance with the Insurance Regulations, the following can be recognized as the Beneficiary:

- 1) Organization providing services of the Medical Assistance;
- 2) Assured (Insured) that paid for medical services provided in accordance with the Insurance Agreement;
- 3) Person lawfully entitled to receive insurance benefit upon death of the Insured;
- 4) Person incurring expenses for post mortem repatriation of the Insured;
- 5) Person reimbursing expenses.

**60.** The insurance benefit shall be paid by the Insurer as following:

- 1) Reimbursement of cost of services provided to the Insured within scope stipulated by the Insurance Regulations or the Insurance Agreement (Insurance Program) confirmed by medical documents and invoices issued and provided by the Medical Assistance;
- 2) Reimbursement of expenses of the Assured (Insured) in accordance with the Insurance Regulations or the Insurance Agreement confirmed by documents.

**61.** In accordance with the Insurance Agreement, amount of losses shall comply with medical expenses paid by the Insured and confirmed by original of payment documents.

**62.** Amount of insurance benefit to cover consequences of one or several insured events occurred during stay of the Insured abroad within term of the insurance under the Insurance Agreement, shall not exceed maximum liability limit of the Insurer (insurance amount) for each insured event (risk, medical service and etc.) in accordance with the Insurance Agreement.

**63.** The insurance benefit shall be paid in tenge at official foreign currency exchange rate of the National Bank of the Republic of Kazakhstan as at the date of the insured event (incident).

**64.** To receive insurance benefit in cases stipulated by point 43 of the Insurance Regulations, the Assured (Insured) shall apply to the Insurer within 30 (thirty) business days from return to the Republic of Kazakhstan (permanent residence location).

**65.** If the Insurer has requested additional documents required to pay insurance benefit, the Assured (Insured), Beneficiary shall submit missing documents within 3 (three) months from such request.

**66.** In case of death of the Insured, application on insured event with documents confirming the insured event, shall be submitted to the Insurer within 20 (twenty) business days from return of remains of the Insured to the Republic of Kazakhstan.

**67.** In case of failure to comply with timeframe stipulated in points 64, 65 and 66 of this Chapter, the Insurer might refuse to pay insurance benefit.

**68.** The Insurer shall be entitled to refuse to pay the insurance benefit in the following cases:

- 1) The Insured has received medical services in medical institutions in violation of instructions of the Medical Assistance, except for cases stipulated by point 43 of the Insurance Regulations;
- 2) Medical services have been received by person, who is not the Insured under the Insurance Agreement;
- 3) In other cases, in accordance with the legislation of the Republic of Kazakhstan, the Insurance Agreement and the Insurance Regulations.

**69.** The Insurer shall be entitled to refuse to pay the insurance benefit in full or in part if the insured event occurred due to:

- 1) 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 performed in the state of necessary defense and extreme necessity;
- 2) Actions of the Assured, the Insured and (or) the Beneficiary, recognized in the manner prescribed by the legislative acts of the Republic of Kazakhstan as intentional criminal or administrative offenses that are in causal connection with the insured event;
- 3) Injury or death of the Insured because of ignoring the prohibitory (warning) safety signs or restrictions (“Bathing is prohibited”, “Passage is prohibited”, etc.);
- 4) Accident occurred because of driving by the Insured of vehicle without entitlement.

**70.** The Insurer might also refuse to pay insurance benefit in the following cases:

- 1) Provision of false information on insurance object, insurance risk and its consequences by the Assured (Insured, Beneficiary) to the Insurer;
- 2) Intentional failure of the Assured (Insured, Beneficiary) to take measures to reduce losses from the insured event;
- 3) Obstruction by the Assured (Insured, Beneficiary) to the Insurer in investigation of consequences of the insured event and determination of the amount of loss;
- 4) Failure to notify the Insurer (Medical Assistance) on the insured event;
- 5) Failure by the Assured (Insured) to comply with the Insurance Regulations and (or) the Insurance Agreement;
- 6) Other cases in accordance with the legislation of the Republic of Kazakhstan.

Discharge of the Insurer from insurance liabilities to the Assured based on its unlawful actions stipulated by this article shall simultaneously discharge Insurer from payment of the insurance benefit to the Insured or the Beneficiary.

**71.** Decision on payment or refusal to pay the insurance benefit shall be made by the Insurer within 15 (fifteen) business days from receipt of all required documents in accordance with article 10 of the Insurance Regulations, unless other timeframe is provided in the Insurance Agreement.

**72.** If criminal case has been initiated in respect of the Insured, which is in a causal relationship with the insured event, the Insurer shall be entitled to postpone decision on payment of the insurance benefit until decision of law enforcement authorities on termination of criminal case or until the date of court decision.

**73.** Upon decision on refusal in payment of the insurance benefit, the Insurer shall inform the applicant in written with justification of the refusal and within timeframe stipulated by the Insurance Agreement.

**74.** The Insurer shall pay the insurance benefit within 10 (ten) business days from decision on payment of the insurance benefit, unless otherwise provided in the Insurance Agreement.

**75.** In accordance with the civil legislation of the Republic of Kazakhstan the Insurer shall be liable for untimely payment of the insurance benefit.

## **12. PROCEDURES FOR EXECUTION OF THE INSURANCE AGREEMENT**

**76.** For Insurance agreements concluded in paper form, the application signed by the Assured shall be an integral part of the copy of the Insurer's Insurance agreement.

For Insurance agreements concluded in electronic form, the Application shall be a list of information provided by the Assured at the time of conclusion of the Insurance agreement; in this case the Application is signed in a manner determined by the Insurer.

**77.** The Insurance agreement shall be concluded after the parties have reached an agreement on all the essential terms and conditions thereof, in paper or electronic form, by preparing of an Insurance agreement or joining the Assured to the Insurance rules and issuing the insurance policy to the Assured.

**78.** The Insurance Agreement shall be executed:

- 1) For period of one trip abroad;
- 2) For defined period given number of trips abroad, but for not more than one calendar year.

**79.** Upon execution of the Insurance Agreement, the Assured shall provide to the Insurer any known information that has material significance for assessment of the probability of the insured event and amount of potential losses in case of the insured event (purpose of travel, planned activities, occupation, sports activities, contradictions for trip and other significant information).

**80.** If after execution of the Insurance Agreement, it shall become know that the provided false information on health conditions of the Assured or the Insured, the Insurer shall be entitled to require rescission of the Insurance Agreement with application of consequences in accordance with current legislation of the Republic of Kazakhstan as well as to refuse to pay the insurance benefit in case of the insured event occurrence.

**81.** Any amendments and additions to the Insurance agreement shall be made subject to respective application of the Assured by means of additional agreement to the Insurance agreement prepared by the Insurer. If the insurance has been provided by issuing an insurance policy, then, in the event of any amendments and additions, the insurance policy shall be early terminated and new insurance policy shall be issued.

**82.** In case of loss of the Insurance agreement executed in paper form, the Insurer shall issue a duplicate of the Insurance agreement based on the written application of the Assured. At the request of the Assured, the Insurance agreement executed in electronic form may be re-sent to the Assured's e-mail address specified by the Assured when concluding the Insurance agreement.

## **13. PLACE AND TERM OF THE INSURANCE AGREEMENT**

**83.** The territorial limits shall be territory of the country of temporary residence of the Insured stipulated by the Insurance Agreement.

**84.** The Insurance Agreement shall not apply at the territory of permanent residence or citizenship of the Insured.

**85.** The following shall be excluded from the territorial limits:

- 1) Territory of the state, travel to which is not recommended by the Ministry of Foreign Affairs of the Republic of Kazakhstan;

- 2) Territory of the state, where war actions or anti-terrorist operations are taking place;
- 3) Territory, where pest spots have been identified;
- 4) Territory of the country, where the Insured is travelling for permanent residence and to live in such conditions.

**86.** The Insurance Agreement shall come into force from the date envisaged by the Insurance Agreement provided that the insurance premium has been paid and shall be in effect until 24 (twenty-four) hours of the date envisaged by the Insurance Agreement as the termination date.

Actual number of days of coverage under the Insurance Agreement shall be stipulated in the Insurance Agreement.

**87.** In exceptional cases upon request of the Assured (Insured) who is abroad received from the service company, the term of the Insurance Agreement can be prolonged (except from the insurance policy), but not for more than 2 (three) calendar days, upon consent of the Insurer, if the Assured has informed the Insurer in written on such intent. Notification shall be received not later than 2 (two) business days until end of the term of the Insurance Agreement.

**88.** Insurance coverage shall be extended for the period of actual stay of the Insured abroad, except for the following cases:

- 1) If the insured event occurred within term of the Insurance Agreement and at termination of the Insurance Agreement, health condition of the Insured has been assessed by the attending doctor as heavy or extremely heavy and requires continued emergency medical intervention and extended stay of the Insured abroad. In this case the Insurer shall be entitled to extend insurance coverage until relief of acute condition, but not more than 3 (three) calendar days after termination of the insurance term stipulated in the Insurance Agreement;

- 2) In case of multiple travel abroad the insurance coverage shall extend for the number of days stipulated by the Insurance. Upon each travel abroad, term of the insurance shall automatically decrease by number of days of previous stay within the territorial limits. At the same time the insurance coverage shall terminate upon exhaustion by the Insured of the number of days of stay envisaged by the Insurance Agreement, and shall not be extended, except for circumstances indicated in sp. 1) p. 88 of this Chapter.

**89.** In addition to the general grounds for termination of obligations provided for by the legislation of the Republic of Kazakhstan, the Insurance agreement shall be terminated early in the following cases:

- 1) Insurance object seized to exist;
- 2) Death of the Insured, who is not the Assured, if there has been no replacement;
- 3) Probability of the insured event has disappeared, and the existence of the insured risk has ceased due to circumstances other than the insured event;
- 4) Change in terms and information included into the insurance policy issued by the Insurer in accordance with the legislative acts of the Republic of Kazakhstan;
- 5) Entry into force of a court decision on the mandatory liquidation of the Insurer;
- 6) Documented refusal in visa;
- 7) In cases stipulated by the Law of the Republic of Kazakhstan "On Insurance Activities".

In above-mentioned cases the Insurance Agreement shall terminate from the moment of occurrence of circumstances, envisaged as grounds for termination of the Insurance Agreement, and the interested party shall immediately inform the other party.

**90.** The Parties shall be entitled to early terminate the Insurance Agreement.

The Parties shall notify each other on intention to early terminate the Insurance Agreement not later than 2 (two) calendar days prior to supposed termination date of the Insurance Agreement. Terms and conditions of early termination shall be envisaged by the Insurance Agreement.

**91.** In case of early termination of the Insurance Agreement in compliance with p. 89 of the Insurance Regulations until entering effect of the insurance coverage, the paid insurance premium shall be returned in full.



**92.** In case of early termination of the Insurance Agreement in compliance with p. 89 of the Insurance Regulations within the term of the insurance coverage, the Insurer shall be entitled to receive part of the insurance premium proportionate to time within which the insurance was in effect.

**93.** In any case the Insurer shall not return part of the insurance premium, if its amount shall be less than 1,000 (one thousand) tenge.

**94.** In case of termination of the Insurance Agreement from the moment of initiation of the insurance coverage, if the Insurer has been notified on the insured event, the insurance premium (its part) shall not be returned.

**95.** In case of termination of the Insurance Agreement by the Assured based on any grounds prior to initiation of the Insurance Agreement (insurance coverage), the Insurer shall be entitled to retain cost of used form of the Insurance Agreement in amount stipulated by the Insurance Agreement.

**96.** In case of refusal of the Assured from the Insurance Agreement due to circumstances not mentioned in point 89 of this Chapter, the insurance premium or insurance installments paid to the Insurer shall not be returned.

**97.** If early termination of the Insurance Agreement has been caused by failure to comply with its terms by the Insurer, the latter shall return to the Assured paid insurance premium or insurance installments in full.

#### **14. FORCE MAJEURE CIRCUMSTANCES**

**98.** The Parties shall be discharged from liabilities, if they prove that duly performance has not been possible due to force majeure circumstances, meaning extraordinary and unavoidable circumstances which made performance of the Parties under the Insurance Agreement impossible.

**99.** Upon occurrence of the circumstances of impossibility of full or partial performance of any Party of its liabilities under the Insurance Agreement, their execution shall be postponed proportionate to the period of such circumstances.

**100.** If force majeure circumstances shall last more than 3 (three) months, each Party shall be entitled to refuse from continued performance under the Insurance Agreement. In this case non of the Party shall be entitled to require the other Party to compensate losses caused by termination of the Insurance Agreement.

**101.** The Party, for which performance under the Insurance Agreement became impossible, shall notify the other Party on occurrence or termination of circumstances impeding performance under obligations within twenty days period.

#### **15. DISPUTE RESOLUTION PROCEDURE**

**102.** Disputes resulting from the Insurance Agreement shall be resolved via negotiations

**103.** If the Parties fail to resolve dispute, it shall be considered in compliance with procedures envisaged by the legislation of the Republic of Kazakhstan.

#### **16. ADDITIONAL TERMS AND CONDITIONS**

**104.** The Insurance Agreement might envisage other terms and conditions not contradicting legislation of the Republic of Kazakhstan.

**105.** Based on the Insurance Regulations, the Insurer shall be entitled to develop insurance programs with various sets of insurance risks and other insurance terms, not contradicting with the legislation of the Republic of Kazakhstan.

**106.** In case of inconsistency between contents of the Insurance Agreement and the Insurance Regulations, the terms and conditions of the Insurance Agreement shall apply, unless otherwise provided in the Insurance Agreement.

**107.** In part not regulated by the Insurance Regulations, the current legislation of the Republic of Kazakhstan shall apply.