

INSURANCE COMPANY «NOMAD INSHURANS»

**RULES
COMPULSORY INSURANCE
OF TOURIST**

Almaty 2019

1. GENERAL PROVISIONS

1.1. On the terms of these Rules of compulsory tourist insurance (hereinafter – the Rules), as well as the Law of the Republic of Kazakhstan dated December 31, 2003 № 513-II "On compulsory insurance of tourists"(hereinafter - the Law "On compulsory insurance of tourist") Joint – stock company "Insurance company "Nomad insurance" (hereinafter – the Insurer) concludes contracts of compulsory insurance of tourists (hereinafter-contracts of insurance of tourists).

1.2. Compulsory insurance of the tourist is carried out on the basis of the contract concluded between the and the insurer in favor of the insured in accordance with the Law "on compulsory insurance of the tourist" and the Civil code of the Republic of Kazakhstan (Special part).

1.3. The following terms and definitions are used in the Rules:

1) **Assistance** - organization of assistance company to the insured through technical, medical and other assistance due to the occurrence of an insured event;

2) **Assistance company**-a legal entity that has concluded an agreement with the insurer on the provision of assistance to a tourist traveling abroad (insured) within the framework of the compulsory insurance of a tourist;

3) **Insurance ombudsman** - an independent individual in his / her activities, carrying out the settlement of disputes between the participants of the insurance market in accordance with the Law of the Republic of Kazakhstan " On insurance activities»;

4) **Insurer** – JSC "IC "NOMAD Insurance»;

5) **Tour**-a complex of tourist services, including travel on a certain route within a certain period of time;

6) **Tourist**-a natural person visiting the country (place) of temporary stay for a period of twenty-four hours to one year and carrying out at least one night in it (in it) for recreational, educational, professional, business, sports, religious and other purposes without engaging in paid activities;

7) **Tourism**-travel of individuals lasting from twenty-four hours to one year or less than twenty-four hours, but with an overnight stay for purposes not related to paid activities in the country (place) of temporary stay;

8) **Travel Agency activity (travel Agency activity)** - entrepreneurial activity of individuals and (or) legal entities to promote and implement the tourist product formed by the tour operator (hereinafter-the travel agent);

9) **Tour operator activity (tour operator activity)** - entrepreneurial activity of individuals and (or) legal entities licensed for this type of activity, for the formation of a tourist product, its promotion and sale to tourist agents and tourists, as well as for the promotion and sale of a tourist product formed by a non-resident of the Republic of Kazakhstan (hereinafter-tour operator);

10) **Insurant** - a tour operator in the field of outbound tourism, who has concluded with the Insurer a contract of compulsory insurance of the tourist in favor of the insured.

11) **Beneficiary** - a person who, in accordance with the insurance Contract, is the recipient of the insurance benefit.

12) **Insured** - a tourist traveling abroad.

13) **Insurance benefit** – the amount of money paid by the insurer to the insured (beneficiary) within the insurance amount upon the occurrence of an insured event.

14) **Insured event** - an event upon the occurrence of which the contract of compulsory insurance of a tourist provides for the insurance payment to the insured (beneficiary).

15) **Sum Insured** - the amount of money for which the object of insurance is insured and which represents the maximum amount of liability of the insurer in the event of an insured event.

16) **Insurance premium** - the amount of money that the insurant is obliged to pay to the insurer for the latter's obligations to make an insurance payment to the insured (beneficiary) in the amount determined by the compulsory insurance contract of the tourist.

17) **Compulsory travel insurance**-a set of relations to protect the property interests of the insured related to the risk of unforeseen expenses due to the events specified in these Rules.

18) **Insurance certificate** - a document certifying the existence of valid insurance coverage in respect of the insured and containing information on the terms and conditions of insurance coverage for insurance risks

accepted for insurance, issued by the insurer in support of the concluded insurance contract (insurance policy).

19) Territory of validity of the contract of compulsory insurance (territory of insurance) of the tourist - the territory of rendering tourist services.

1.4. Insurance contracts are concluded with tour operators in the field of outbound tourism, hereinafter referred to as Insurants. The Insurants may be residents and non-residents of the Republic of Kazakhstan.

1.5. Insurant shall conclude an insurance certificate with the tourist, hereinafter referred to as the insured.

1.6. The signature of the Insurer or his / her representative in the insurance Contract is a confirmation of his / her full agreement with the Rules.

2. SUBJECT OF CONTRACT

2.1. Under the contract of compulsory insurance of the tourist, the Insurant undertakes to pay the insurance premium, and the insurer undertakes to make an insurance payment to the insured (beneficiary) on the basis of the concluded contract, taking into account the requirements of this Law, except for the requirements related to compensation for moral damage and loss of profits, as well as payment of a penalty.

3. OBJECT OF INSURANCE

3.1. The object of compulsory insurance of the tourist is the property interest of the insured, life, health of which is harmed as a result of the occurrence of insured events specified in these Rules.

4. INSURANCE EVENT

4.1. Insurance event, according to the Rules, are the following events that occurred after the entry into force of the contract of compulsory insurance of the tourist:

1) an accident that occurred on the territory of the insurance, which led to the death of the insured or causing harm to his health.

An accident means a sudden, unforeseen, unintentional, external event or impact with respect to the insured;

2) sudden acute illness, sharp deterioration of health status and (or) exacerbation of chronic disease, requiring the provision of emergency and urgent medical assistance to the insured to prevent significant harm to health or eliminate the threat to life.

4.2. The amount of the insurance benefit is determined by the insurer based on the amount of actual expenses of the insured on the basis of documents confirming these expenses submitted by the insured or assistance company.

5. EXCEPTIONS FROM INSURANCE EVENTS AND INSURANCE LIMITS

5.1. In addition to the General grounds for the Insurer's exemption from the insurance payment specified in the Civil code of the Republic of Kazakhstan, the Insurer shall not be liable and shall have the right to refuse the insurance payment in whole or in part to the insured if the insurance event occurred as a result of:

5.1.1. war; invasion; hostile acts of a foreign state; military or similar operations (whether declared war or not) or civil war;

5.1.2. insurrection; strikes; lock-outs; civil unrest, escalating or escalating to popular insurrection; riot; civil unrest; military insurrection; revolution; military seizure or usurpation of power; confiscation; requisition or nationalization of property; acts of terrorism¹;

5.1.3. radioactive radiation or contamination by radioactive fuel or radioactive waste from the combustion of atomic fuel;

5.1.4. natural disasters - earthquakes, lightning strikes, floods, mudflows, hurricanes, tornadoes, storms, landslides, avalanches;

5.1.5. intentional actions of the Insurant or the Insured;

5.1.6. the actions of the Insurant / Insured, aimed at the occurrence of the insured event or contributing to its occurrence (with the exception of actions committed in the state of necessary defense or extreme necessity);

5.1.7. actions of the Insurant/Insured, recognized in accordance with the procedure established by legislative acts as intentional crimes or administrative offenses, which are in causal connection with the insured event;

5.1.8. events of force majeure.

5.2. Insurance payment is not made:

5.2.1. under the circumstances excluding the liability of the insured in accordance with the legislation of the Republic of Kazakhstan;

5.2.2. in case of non-performance or improper performance by the Insurant and(or) the Insured of the terms and conditions of the insurance Contract/insurance certificate.

5.3. The insurer does not make insurance payment for:

5.3.1. indirect commercial losses of a third party (victim), losses (fines, penalties, etc.) in connection with the violation of the victim terms of delivery of goods or works (services), other obligations under contracts (contracts), lost profits of third parties;

5.3.2. moral damage;

5.3.3. court costs;

5.3.4. harm caused to the life and health of third parties;

5.3.5. in case of non-performance or improper performance by the Insurant, the Insured and(or) the Beneficiary of the terms and conditions of the insurance Contract.

5.4. The Contract of compulsory insurance of tourists can be provided a different list of exclusions and other limits of insurance and exclusions of insurance cases.

6. THE ORDER OF CONCLUSION OF THE INSURANCE CONTRACT

6.1. Under the insurance contract, insurant undertakes to pay the insurance premium, and the insurer undertakes, upon the occurrence of an insured event, to make an insurance payment to the insured (beneficiary) on the basis of the concluded contract, taking into account the requirements of the law "On compulsory insurance of a tourist", except for the requirements related to compensation for moral damage and loss of profit, as well as payment of a penalty.

6.2. The insurance contract is concluded by the insurer issuing an insurance policy to the insurant in electronic form and an insurance certificate.

6.3. At the conclusion of the contract of compulsory insurance of the tourist, the insurant, depending on the country (place) of temporary stay and the number of days of travel specified in the contract for tourist services, chooses one of the insurance programs provided in the Annex to these Rules, according to which the limit of the insurer's liability (insurance amount) and the types of expenses to be reimbursed meet the requirements of international treaties and the legislation of the country (place) of temporary stay of the insured in terms of life and health insurance of the tourist.

6.4. The basis for the conclusion of the insurance contract is the application of the insurant, containing the data necessary for the calculation of the insurance premium and the identification of the insured.

6.5. The insurer is responsible for the incompleteness of the conditions to be specified in the insurance contract. In the event of a dispute under the insurance contract due to the incompleteness of its individual terms, the dispute shall be resolved in favor of the insurant.

6.6. The insurant is obliged exclusively through the travel agent:

1) to give each insured a certificate of insurance;

2) at the request of the insured, submit an insurance policy.

6.7. For the conclusion of the insurance Contract by the Insurer, the Insurant may be required to provide additional information characterizing the insurance risk.

6.8. If the insurance contract is concluded on conditions that worsen the position of the insurant and the insured in comparison with those provided by the law "On compulsory insurance of the tourist", then upon the occurrence of an insured event, the insurer shall be liable to the insurant and the insured under the conditions established by such Law.

6.9. At the conclusion of the insurance contract with the use of the insurer's Internet resource, this insurance contract shall be deemed concluded by the insurant on the terms and conditions proposed by the

insurer from the date of payment of the insurance premium by the insurant, unless otherwise provided by the insurance contract.

6.10. At the conclusion of the insurance contract with the use of the insurer's Internet resource, the insurant shall pay the insurance premium after familiarization with the insurance terms and conditions provided for in these Rules, thereby confirming his / her consent to conclude this contract of adhesion on the terms and conditions proposed to him / her.

6.11. The insurer provides the possibility to conclude an insurance contract using the insurer's Internet resource 24 hours a day.

7. THE PROCEDURE FOR DETERMINING THE SUM INSURED

7.1. The limit of the insurer's liability (sum insured) under insurance programs, the types of expenses to be reimbursed for each insured event are set out in the annex to these Rules.

7.2. The limit of liability of the insurer (sum insured) shall be set in United States dollars (hereinafter - the USA). To calculate the amount of the insurance payment, US dollar is used at the rate established by the National Bank of the Republic of Kazakhstan on the date of the insurance payment.

7.3. In cases stipulated by international agreements, the legislation of the country (place) of temporary stay, the contract of compulsory insurance of the tourist, the limits of the insurer's liability for compensation for damage caused to the life and health of the insured shall be established in euros.

7.4. Expenses incurred by the insured for the purpose of prevention or reduction of losses shall be reimbursed by the insurer if such expenses were necessary or were incurred to comply with the instructions of the insurer, even if the relevant measures were unsuccessful.

7.5. Such expenses shall be reimbursed in actual amounts, with the total amount of insurance payment and compensation of expenses shall not exceed the insurance amount established by the insurance contract. If the expenses are occurred as a result of the execution of the insurer's instructions by the insured, they shall be reimbursed in full regardless of the insurance amount due to the insured under the insurance contract.

7.6. These costs are reimbursed by the insurer directly to the person who occurred them.

8. INSURANCE PREMIUM

8.1. The amount of the insurance premium under the insurance contract is calculated separately for each insured for each day and amounts to the following amounts in us dollars at the rate established by the National Bank of the Republic of Kazakhstan on the date of conclusion of the insurance contract for one trip:

Number of days of trip	Program 1	Program 2	Program 3
to 10	1,12	1,51	1,83
from 11 to 20	1,12	1,48	1,70
from 21 to 40	1,12	1,43	1,59
from 41 to 60	1,03	1,40	1,53
from 61 to 90	1,03	1,35	1,48
91 and above	0,95	1,30	1,40

8.2. For the purposes of calculating the insurance premium, the number of days (period) of the insured's stay in the territory of the country (place) of temporary stay, including travel time, is used.

8.3. When the insurance contract establishes the limits of the insurer's liability for compensation for damage caused to the life and health of the insured, in euros in the cases provided for by international treaties, the legislation of the country (place) of temporary stay, the amount of the insurance premium is calculated separately for each insured and is the above amounts in euros at the rate established by the National Bank of the Republic of Kazakhstan on the date of the insurance contract.

8.4. At the conclusion of the insurance contract, the amount of the insurance premium provided for in paragraph 8.1 of these Rules may be increased by the insurer based on the results of its assessment of the insurance risk, but not more than twice.

8.5. The insurance premium shall be paid at the same time in cash or by non-cash payment. Payment of the insurance premium in installments (in the form of periodic insurance premiums) is not allowed. The insurer provides an opportunity to pay the insurance premium by cashless method through the insurer's internet resource.

9. PERIOD AND PLACE OF VALIDITY OF THE INSURANCE CONTRACT.

9.1. The insurance contract shall enter into force and become binding on the parties after the insured has paid the insurance premium upon receipt by the insured of the point of the border checkpoint on crossing the border of the Republic of Kazakhstan.

9.2. The validity period of the insurance contract may not be less than the period of travel specified in the tourist service contract. The insurance contract is valid until the moment of crossing the insured border of the Republic of Kazakhstan when leaving the territory of insurance, but not later than the date of expiry of the insurance period specified in the insurance contract, except in the case of a tourist staying abroad for an additional period due to flight delays.

9.3. The insurance contract does not terminate on the first occurrence of the insured event.

9.4. When the insured is outside the Republic of Kazakhstan and the number of days of travel under the tourist service agreement is increased, the insured enters into a new insurance agreement for additional days of the insured's stay in the country (place) of temporary stay.

9.5. The territory of validity of the contract of compulsory insurance (territory of insurance) of the tourist is the territory of rendering tourist services.

9.6. The territory of insurance under compulsory insurance programs of a tourist is established by the regulatory legal act of the authorized body.

9.7. Unless otherwise provided by the insurance contract, the insurance territory shall be excluded:

- 1) territories not recommended by the authorized state bodies of the Republic of Kazakhstan for visiting;
- 2) states in which the insured has a temporary residence permit or other document authorizing him / her to stay in the territory of insurance continuously for more than 90 days;
- 3) the state of which the insured is a citizen.

9.8. The condition of exclusion of the territory of insurance shall not apply in cases where the territory of insurance has become subject to the exception established by the sub. 1) item 9.7., after the conclusion of the insurance contract.

10. THE RIGHTS AND OBLIGATIONS OF THE PARTIES

10.1. The insured has the right:

- 1) to require the insurer to explain the conditions and procedure of compulsory insurance of tourists, their rights and obligations under the insurance contract;
- 2) to apply to the insurer, taking into account the peculiarities of dispute settlement provided for by the law "On compulsory insurance of tourist", or to the insurance Ombudsman or to the court to resolve issues arising from the insurance contract;
- 3) to send the application and the attached documents to the insurance ombudsman (directly to the insurance ombudsman, including through its Internet resource, or through the insurer, including its branch, representation);
- 4) for early termination of the insurance contract;
- 5) to carry out other actions that do not contradict the insurance Contract and the legislation of the Republic of Kazakhstan.

10.2. The insured is obliged:

- 1) to conclude an insurance contract with an insurer that has the appropriate license;
- 2) to pay the insurance premium in the amount, procedure and terms established by the insurance contract;
- 3) to notify the insurer (orally, in writing) no later than 2 (two) working days when he became aware of the occurrence of the insured event. The oral communication must be subsequently confirmed in writing. If the Insured for valid reasons was not able to carry out the specified actions, he / she shall confirm it by documents;

4) at the conclusion of the insurance contract, provide the insurer with the information necessary for entering into the insurance contract.

5) to bring to the attention of the Insured the requirements of these Rules;

6) to comply with the terms of the insurance Contract;

7) to carry out other actions that do not contradict the insurance Contract and the legislation of the Republic of Kazakhstan.

10.3. Insured has the right:

1) to choose the insurer for the conclusion of the insurance contract;

2) to obtain an insurance certificate and, if necessary, an insurance policy;

3) demand from the insurer and (or) the insurant an explanation of the conditions and procedure of compulsory insurance of the tourist, their rights and obligations reflected in the insurance policy and insurance certificate;

4) to inform the insurer of cases of non-provision, incomplete or poor quality of services under the insurance contract;

5) to get acquainted with the amount of insurance payment made by the insurer;

6) to apply to the insurer, taking into account the peculiarities of dispute settlement provided for by the law "On compulsory insurance of tourist", or to the insurance Ombudsman or to the court to resolve issues arising from the insurance contract;

7) to send the application and the attached documents to the insurance Ombudsman (directly to the insurance Ombudsman, including through its Internet resource, or through the insurer, including its branch, representation);

8) to receive an insurance benefit in the cases provided for by this Law;

9) to obtain a duplicate of the insurance certificate and, if necessary, a copy of the insurance policy in case of loss;

10) to carry out other actions that do not contradict the insurance Contract and the legislation of the Republic of Kazakhstan.

10.4. The insured is obliged:

1) at the conclusion of the insurance contract, provide the insurant with the information necessary for entering into such contract;

2) to read and strictly comply with the terms and conditions of the insurance contract reflected in the insurance policy and insurance certificate;

3) to ensure the safety of the insurance policy (if any) and (or) the insurance certificate and supporting documents related to the insured event;

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

5) upon the occurrence of an insured event, immediately notify the company personally or through a representative of the assistance event by any of the available means of communication specified in the insurance certificate, report the data on the insurance certificate and (or) the insurance policy to the company's assistance for the purpose of organizing technical, medical and other assistance;

6) in case of an insured event, follow the recommendations and instructions of the assistance of the company, the insurer and other competent persons, the authorities of the country (place) of temporary stay;

7) to submit to the insurer the available documents necessary to clarify the circumstances of the nature and amount of damage caused by the insured event;

8) upon receipt of medical assistance in an emergency and the impossibility to immediately notify the assistance company for valid reasons of the insured event to notify the assistance company about the incident within two days or at the earliest opportunity;

9) to submit documents in a foreign language upon request of the insurer with a notarized translation into Kazakh or Russian;

10) to ensure the transfer to the insurer of the right of reverse claim to the person responsible for the occurrence of the insured event;

11) to carry out other actions that do not contradict the insurance Contract and the legislation of the Republic of Kazakhstan.

10.5. The insurer has the right:

- 1) at the conclusion of the insurance contract require the insured to provide information about the insured necessary for inclusion in such contract;
- 2) to request in accordance with the procedure established by the legislation of the Republic of Kazakhstan, the relevant state bodies and organizations, based on their competence, documents and information related to the fact of the insured event and the determination of the amount of damage caused as a result of the insured event;
- 3) to take part in the settlement of issues related to the claims of the insured for compensation for damage caused as a result of the occurrence of insured events specified in these Rules;
- 4) to present the right of a reverse claim to the person responsible for causing harm in the cases provided for by the law "On compulsory insurance of a tourist»;
- 5) to refuse to make the insurance payment in full or in part on the basis provided for in section 14 of these Rules.
- 6) to take over the conduct of cases in court;
- 7) to carry out other actions that do not contradict the insurance Contract and the legislation of the Republic of Kazakhstan.

10.6. The insurer is obliged:

- 1) to introduce the insured with the terms and conditions and procedure of compulsory insurance, including the rights and obligations of the parties arising from the insurance contract;
- 2) at the conclusion of the insurance contract to issue an insurance policy and insurance certificate;
- 3) upon the occurrence of an insured event, make an insurance payment in the order and on the conditions provided for in these Rules;
- 4) in case of insufficiency of documents confirming the fact of occurrence of the insured event and the amount of damage to be compensated by the insurer, within 3 (three) working days from the date of their receipt, inform the applicant about it with an indication of the full list of missing and (or) incorrectly executed documents;
- 5) upon receipt of the application from the insured, the insured (beneficiary), consider the claims of the insured, the insured (beneficiary) and provide a written response indicating the further procedure for settlement of the dispute within 5 (five) working days;
- 6) upon receipt from the insured, the insured (beneficiary) of the application sent to the insurance Ombudsman, forward this application, as well as the attached documents to the insurance Ombudsman within 3 (three) working days from the date of receipt;
- 7) within 5 (five) working days from the date of receipt from the insured of the documents provided for in section 12 of these Rules, to determine the amount of the insurance benefit and submit for review to the insured;
- 8) to ensure the secrecy of insurance;
- 9) to reimburse the insured for expenses incurred in order to prevent or reduce losses in the event of an insured event;
- 10) to conclude contracts with one and (or) several assistance companies that undertake to provide assistance under the insurance contract;
- 11) to carry out other actions that do not contradict the insurance Contract and the legislation of the Republic of Kazakhstan.

11. ACTIONS OF THE INSURED UPON OCCURRENCE OF INSURED EVENT

11.1. The claim for insurance payment to the insurer shall be made in writing by the insured or by assistance company when providing assistance to the insured with the documents required for the insurance payment.

11.2. At the request of the applicant, the claim for insurance payment can be sent in electronic form with the documents required for the insurance payment in the form of electronic copies or electronic documents.

At the same time, the requirement for insurance payment in electronic form does not exempt the applicant from submitting the original documents to the insurer at the location of the insurer.

12. THE LIST OF DOCUMENTS CONFIRMING OCCURRENCE OF THE INSURED EVENT AND THE AMOUNT OF DAMAGES

12.1. Unless otherwise specified in the insurance Contract, Insured shall submit the following documents to the Insurer with the application for insurance benefit:

- 1) a copy of the identity document or the passport of the insured with the marks of the border checkpoint on crossing the border of the Republic of Kazakhstan and (or) the document that is the basis of the insured's stay in the territory of insurance;
- 2) original or notarized copy of the document confirming the occurrence of the insured event and the amount of damage caused to the life and health of the insured, including:
 - a) medical documents indicating the address and contact details of the medical institution and the doctor, containing information on the date of application for medical assistance, the state of health of the insured at the time of application for medical assistance, diagnosis, appointment (prescription) of the doctor, the medical procedures performed and the medicines provided, broken down by the number, date and cost;
 - b) documents confirming the fact of payment for medical and other services rendered to the insured as a result of the insured event, indicating the amount, currency, date of payment;
 - c) proof of payment for goods and services (cheques, invoices, payment receipts and other documents), indicating their name, quantity and value;
 - d) medical documents establishing the use of the psychoactive substance and the state of intoxication of the insured shall be submitted in the event of an accident;
 - e) documents of law enforcement, judicial and other competent authorities confirming the fact of the accident and the circumstances of its occurrence shall be submitted in the event of an accident.;
 - f) a death certificate stating the cause of death, a forensic medical examination report or a protocol of an autopsy are presented in the event of the death of the insured;
 - g) documents confirming the cancellation or exchange of travel documents (tickets, boarding passes), refusal of the room booked in the hotel, as well as other tourist services provided to the insured for the unused part of the period of stay abroad shall be submitted with a forced longer period of stay in the country (place) of temporary stay or early return to the territory of the Republic of Kazakhstan due to the occurrence of an insured event;
 - h) travel documents (ticket, boarding passes) - when transporting minor children and (or) close relatives of the insured;
 - I) documents confirming telephone calls, messages to the insurer and assistance to the company by phone numbers specified in the insurance certificate or insurance policy;
 - j) documents confirming the costs of measures to prevent and reduce losses;
 - k) proof of identity and rights of the beneficiary, if necessary.

12.2. The insurer who has accepted the documents is obliged to issue a certificate to the insured indicating the full list of submitted documents and the date of their acceptance.

12.3. If the insured sends an application for insurance payment by electronic means, the insurer may submit this certificate to the insured in electronic form.

12.4. In case of insufficiency of documents confirming the occurrence of an insured event and the amount of damage to be compensated by the insurer, within 3 (three) working days from the date of their receipt, inform the insured about it with an indication of the full list of missing and (or) incorrectly executed documents.

13. THE PROCEDURE, CONDITIONS AND TERM OF THE DECISION ON INSURANCE PAYMENT

13.1. When making an insurance payment, the insurer shall not be entitled to demand from the insured (beneficiary) the acceptance of conditions limiting his / her right to claim against the insurer.

13.2. The beneficiary is a person defined by the insured, and in case of death of the insured - his heirs.

13.3. Insurance payment is made by the insurer by:

1) reimbursement of expenses of the insured due to the insured event and receipt of medical assistance by the insured in an emergency without notice to the assistance of the company for valid reasons not later than 15 (fifteen) working days from the date of receipt of the documents provided for in section 12 of these Rules;
2) payment of the cost of services rendered by a medical and other institution to the insured in coordination with the assistance company in the manner prescribed by the regulatory legal acts of the Republic of Kazakhstan.

13.4. In cases where the amount of the insurance benefit is disputed by the parties to the insurance contract or the beneficiary, the insurer shall be obliged to make the insurance benefit to the extent that it is not disputed by any of these persons within the period specified in clause 13.3. of this rule.

13.5. The disputed part of the insurance indemnity shall be paid by the insurer within 3 (three) working days from the date of entry into force of the court decision on the settlement agreement or the court decision on the dispute, if the court decision is not addressed to immediate execution.

13.6. The claim for insurance payment for damage caused during the validity period of the insurance contract may be submitted to the insurer within 3 (three) years from the date of occurrence of the insured event.

13.7. In case of late payment of the insurance benefit, the insurer is obliged to pay the insured (beneficiary) a penalty in the manner and amount established by the Civil code of the Republic of Kazakhstan (General part).

14. TERMS OF REFUSAL IN INSURANCE PAYMENT

14.1. The Insurer has the right to refuse to pay the insurance indemnity in whole or in part if the insured event occurred as a result of:

- 1) intentional actions of the insured aimed at the occurrence of an insured event or contributing to its occurrence;
- 2) actions of the insured, recognized in the manner prescribed by the legislation of the Republic of Kazakhstan, intentional criminal or administrative offenses, which are in causal connection with the insured event.

14.2. The basis for refusal of the insurer in implementation of insurance payment can be:

- 1) receipt by the insured of appropriate indemnification from the person guilty of causing the loss;
- 2) force majeure;
- 3) failure of the insured to submit to the insurer the documents attached to the application for insurance payment in full in accordance with section 12 of these Rules, except for the documents for each individual insurance case, which are submitted on the basis of actually incurred expenses;
- 4) implementation by the insurer of insurance payment in the amount of the sum insured;
- 5) the grounds provided for in subparagraphs 1) and 2) of paragraph 1 of article 839 of the Civil code of the Republic of Kazakhstan.

14.3. In addition to the grounds provided for in paragraphs 14.3 and 14.4. these Rules, the insurer shall be exempt from the insurance payment in the following cases:

- 1) the involvement of the insured in the professional sport;
- 2) events that occurred as a result of the insured's being in a state of severe alcohol intoxication, as well as drug or toxic intoxication, except for the cases:
- 3) use of medicines as prescribed by the attending physician;
- 4) the forced use of narcotic, toxic substances or their forced introduction established by law enforcement Agency and (or) court;
- 5) voluntary refusal by the insured from medical transportation from the country (place) of temporary stay in the Republic of Kazakhstan or execution of the orders of the attending physician received by the insured in connection with the treatment of the insured event.

14.4. If there is a basis for refusal of the insurance benefit, the insurer shall, within 7 (seven) working days from the date of receipt of the documents provided for in section 12 of these Rules, send to the person who submitted the application for the insurance benefit an appropriate decision on full or partial refusal of the insurance benefit in writing form with a motivated reason for the refusal.

14.5. The insurer shall not be entitled to refuse the insurance benefit on the basis not provided for in this article.

14.6. Failure of the Insurer to make the insurance payment may be appealed by the insured (Beneficiary) in court.

15. TERMS OF TERMINATION OF THE INSURANCE CONTRACT

15.1. The contract of compulsory insurance of the tourist terminates in the following cases:

- 1) the expiration of the term of the contract;
- 2) early termination of the contract;
- 3) implementation by the insurer of insurance payment (insurance payments) in the amount of the insurance amount determined in the contract of compulsory insurance of the tourist.

15.2. The contract of compulsory insurance of a tourist shall be terminated early in the cases established by the Civil code of the Republic of Kazakhstan.

15.3. If the early termination of the compulsory insurance contract of a tourist is caused by the failure to comply with its terms and conditions through the fault of the insurer, the latter shall return the insurance premium paid to the insurant in full. In cases of early termination of the contract of compulsory insurance of the tourist under the circumstances specified by the Civil code of the Republic of Kazakhstan, the insurer shall be entitled to a part of the insurance premium in proportion to the time during which the insurance was valid.

15.4. In these cases, the insurance contract is terminated from the moment of occurrence of the circumstance provided for as the basis for terminating the insurance contract, of which the interested party must immediately notify the other.

15.5. Insurant has the right to refuse the insurance Contract at any time.

15.6. In cases where the early termination of the insurance Contract is caused by the failure to comply with its terms through the fault of the insurer, the latter is obliged to return to the insurant the insurance premium paid by him or insurance premiums in full.

15.7. Return of insurance premiums upon liquidation of the Insurer shall be carried out in accordance with the order of satisfaction of creditors' claims established by the legislation of the Republic of Kazakhstan on insurance and insurance activities.

16. DISPUTE RESOLUTION

16.1. If there is a dispute arising from the insurance contract, the insurant, the insured (beneficiary) shall be entitled to:

- 1) send to the insurer (including through a branch, representative office, Internet resources of the insurer) a written application indicating the requirements and attaching documents confirming its requirements, or
- 2) send the application to the insurance Ombudsman (directly to the insurance Ombudsman, including through his Internet resource, or through the insurer, including its branch, representation) or to the court for settlement of disputes arising from the compulsory insurance contract of the tourist.

16.2. Upon receipt of the application from the insurant, the insured (beneficiary) within 5 (five) working days, the insurer shall consider and provide a written response indicating the further procedure of dispute settlement.

16.3. If the insurant, the insured (beneficiary) applies to the insurance Ombudsman, the insurer shall, at the request of the insurant, the insured (beneficiary), the insurance Ombudsman, submit documents related to the consideration and resolution of the dispute within 3 (three) working days from the date of receipt of the request.

16.4. If the parties fail to reach agreement, the dispute is resolved in accordance with the legislation of the Republic of Kazakhstan.

17. ADDITIONAL TERMS

17.1. By agreement of the parties, the terms and conditions (insurance clauses, definitions, exclusions and other conditions) that do not conflict with the laws of the Republic of Kazakhstan and the Rules may be included in the Insurance Contract.

17.2. Anything not specified in the Insurance Contract is regulated in accordance with the Rules and the current legislation of the Republic of Kazakhstan. In the event of a conflict between the Insurance Contract and the Regulations, the provisions of the Regulations apply.

Annex 1
to the Rules of compulsory insurance of tourist

THE PROGRAMS OF COMPULSORY INSURANCE OF TOURIST

№	Events recognized as an insured event and the types of expenses to be reimbursed	Limit of liability of the insurer (sum insured) (in US dollars/Euro)		
		Program 1	Program 2	Program 3
1	Accident:			
1.1	expenses of inpatient and outpatient treatment, including costs of medical services, diagnostic tests prescribed by the attending physician, medicines, dressings and fixation means (plaster, bandage); expenses for transportation of the insured to a medical institution for emergency and urgent circumstances; expenses for emergency medical transportation from the country (place) of temporary stay to the Republic of Kazakhstan, including expenses for support by medical personnel (if the insured person is unable to return to his / her place of residence on the territory of the Republic of Kazakhstan for medical reasons); the cost of organizing the return of the urn with ashes or the body (remains), including the costs of opening, embalming the body and its stay in the morgue, purchasing a coffin, preparation of documents for transportation to the territory of the Republic of Kazakhstan;	10 000	30 000	50 000
1.2	expenses for dental examination, x-ray examination, removal or filling of teeth as a result of an injury caused by an accident;	100	300	300
1.3	travel document (ticket) expenses for one adult close relative to the place of inpatient treatment of the insured person traveling alone or with minor children, if the health condition of the insured person is assessed by the attending physician and medical representative of the assistance company as critical, life-threatening, and the period of stay in the medical institution exceeds ten calendar days;	800	1 000	1 200
1.4	expenses for transportation of minor children, elderly close relatives of the insured, who remained on the insurance territory unattended as a result of an insured event that occurred to the insured;	800	1 000	1 200
1.5	expenses for payments for messages, phone calls and other communication services provided to the insurer, assistance of the company; the cost of paying for the stay of the	800	1 000	1 200

	insured in a hotel from the date of his discharge from the hospital to the date of his departure to the territory of the Republic of Kazakhstan, but not more than five calendar days; expenses related to the cancellation or exchange of travel documents; expenses associated with the refusal of a room booked in a hotel, as well as other tourist services provided to the insured person for the unused part of the period of stay abroad.			
2.	Sudden acute disease, a sharp deterioration of health and (or) exacerbation of chronic disease requiring the provision of emergency and urgent medical assistance to the insured to prevent significant harm to health or eliminate the threat to life:			
2.1	expenses of inpatient and outpatient treatment, including costs of medical services, diagnostic tests prescribed by the attending physician, medicines, dressings and fixation means (plaster, bandage); expenses for transportation of the insured to a medical institution for emergency and urgent circumstances; expenses for emergency medical transportation from a foreign country to the Republic of Kazakhstan, including expenses for support by medical personnel (if the insured is unable to return to his / her place of residence on the territory of the Republic of Kazakhstan on his / her own for medical reasons); expenses for the organization of the return of the urn with ashes or body (remains), including the costs of autopsy, embalming the body and its stay in the morgue, the purchase of the coffin, preparation of documents for transportation to the territory of the Republic of Kazakhstan;	10 000	30 000	50 000
2.2	out-patient treatment costs, including costs of medical services, transportation of the insured for emergency and urgent circumstances to the medical institution in case of complications during pregnancy;	300	500	600
2.3	travel document (ticket) expenses for one adult close relative to the place of inpatient treatment of the insured person traveling alone or with minor children, if the health condition of the insured person is assessed by the attending physician and medical representative of the assistance company as critical, life-threatening, and the period of stay in the medical institution exceeds ten calendar days;	800	1 000	1 200
2.4	expenses for transportation of minor children, elderly close relatives of the insured, who remained on the insurance territory unattended as a result of an insured event that occurred to	800	1 000	1 200

	the insured;			
2.5	expenses for payment of messages, telephone calls and other communication services to the insurer, assistance of the company; expenses for payment of the insured person's accommodation in the hotel from the date of discharge from the hospital until the date of his / her departure to the territory of the Republic of Kazakhstan, but not more than five calendar days; costs associated with cancellation or exchange of travel documents; expenses related to the cancellation of the room booked in the hotel, as well as other tourist services provided to the insured, for the unused part of the period of stay abroad.	800	1 000	1 200

Annex 2
to the Rules of compulsory insurance of tourist

INSURANCE TERRITORY
PROGRAMS OF COMPULSORY INSURANCE OF TOURIST

Program 1 *	Program 2 *	Program 3 *
Countries of Europe	Countries of Europe	North and South America
Belarus (Republic of Belarus)	Austria (Republic Of Austria)	Antigua and Barbuda
Bosnia and Herzegovina	Albania (Republic Of Albania)	Argentina (Republic Of Argentina)
Moldova (Republic of Moldova)	Andorra (Principality Of Andorra)	Bahamas (Commonwealth Of The Bahamas)
Montenegro (Republic of Montenegro)	Belgium (Kingdom Of Belgium)	Barbados
Serbia (Republic of Serbia)	Bulgaria (Republic Of Bulgaria)	Belize
Russia (Russian Federation)	Vatican	Bolivia (Plurinational State of Bolivia)
Ukraine	Britain	Brazil (Federative Republic of Brazil)
Asian countries	Hungary	Venezuela (Bolivarian Republic of Venezuela)
Abkhazia	Germany (Federal Republic Of Germany)	Haiti (Republic of Haiti)
Azerbaijan (Republic of Azerbaijan)	Greece (Republic Of Greece)	Guyana (Cooperative Republic of Guyana)
Afghanistan (Islamic Republic of Afghanistan)	Ireland (Republic Of Ireland)	Guatemala (Republic Of Guatemala)
Bangladesh (People's Republic of Bangladesh)	Spain (Kingdom Of Spain)	Honduras
Bahrain (Kingdom of Bahrain)	Italy (Italian Republic)	Grenada
Brunei	Kingdom of Denmark	Dominica
Bhutan (Republic of Bhutan)	Kingdom of Sweden	Dominican Republic
East Timor	Kingdom of Netherlands	Canada
Georgia	Latvia (Republic Of Latvia)	Colombia (Republic Of Colombia)
India (Republic of India)	Lithuania (Lithuanian Republic)	Costa Rica (Republic of Costa Rica)
Jordan (Hashemite Kingdom Of Jordan)	Liechtenstein (Principality of Liechtenstein)	Cuba (Republic of Cuba)
Iran (Islamic Republic of Iran)	Grand Duchy of Luxembourg	Mexico (United Mexican States)
Pakistan (Islamic Republic of Pakistan)	Macedonia	Nicaragua (Republic of Nicaragua)
Yemen (Yemen Republic)		Peru (Republic of Peru)

	Monaco (Principality of Monaco)	
Cambodia (Kingdom of Cambodia)	Norway (Kingdom of Norway)	Panama (Republic of Panama)
Qatar (State of Qatar)	Portugal (Portuguese Republic)	Paraguay (Republic of Paraguay)
Kyrgyzstan (Republic of Kyrgyzstan)	Republic of Iceland	El Salvador (Republic of El Salvador)
China (People's Republic Of China)	Republic of San Marino	Saint Vincent and the Grenadines
Kuwait (State Of Kuwait)	Republic of Slovenia	Saint Kitts and Nevis (Federation of Saint Kitts and Nevis)
Lebanon (Lebanese Republic)	Republic of Malta	Saint Lucia
Mongolia (The Mongolian Republic)	Republic of Poland	Suriname (Republic of Suriname)
Myanmar (Republic Of The Union Of Myanmar)	Republic of Croatia	United States of America
Nepal (Federal Democratic Republic of Nepal)	Romania	Trinidad and Tobago (Republic of Trinidad and Tobago)
United Arab Emirates	Slovakia (Slovak Republic)	Uruguay (Eastern Republic of Uruguay)
Oman (Sultanate of Oman)	Finland (Finland Republic)	Chile (Republic of Chile)
Saudi Arabia	France (French Republic)	Ecuador (Republic Of Ecuador)
Syria (Syrian Arab Republic)	Czech Republic (Czech Republic)	Jamaica
Armenia (Republic Of Armenia)	Switzerland (Swiss Republic)	Countries of Australia and Oceania
Tajikistan (Republic Of Tajikistan)	Estonia (Republic Of Estonia)	Australia (Australian Union)
Uzbekistan (Republic Of Uzbekistan)	Asian countries	Vanuatu (Republic of Vanuatu)
Thailand (Kingdom Of Thailand)	Vietnam (Socialist Republic Of Vietnam)	Kiribati (Republic of Kiribati)
Turkmenistan	Israel (State Of Israel)	Marshall Islands (Republic of the Marshall Islands)
Turkey (Republic Of Turkey)	India (Republic Of India)	Nauru (Republic of Nauru)
Philippines (Republic Of The Philippines)	Indonesia (Republic of Indonesia)	New Zealand
Sri Lanka (Democratic Socialist Republic Of Sri Lanka)	Iraq (Republic of Iraq)	Palau (Palau Republic)

SouthOssetia	Cyprus (Republic of Cyprus)	Papua New Guinea (Independent State of Papua New Guinea)
Japan	Korea (Democratic People's Republic of Korea)	Samoa (Independent State of Samoa)
	Korea (Republic of Korea)	Solomon islands
	Laos (Lao Democratic Republic)	Tonga (Kingdom of Tonga)
	Malaysia	Tuvalu
	Maldives (Republic Of Maldives)	Federated States of Micronesia
	Palestine (State of Palestine)	Fiji (Republic of the Fiji Islands)
	Singapore (Republic of Singapore)	African countries
	African countries	Benin (Republic of Benin)
	Algeria (People's Democratic Republic Of Algeria)	Botswana (Republic of Botswana)
	Angola (Republic Of Angola)	BurkinaFaso
	Egypt (Arab Republic Of Egypt)	Burundi (Republic of Burundi)
	Libya (State Of Libya)	Gabon (Gabonese Republic)
		Gambia (Gambia Republic)
		Ghana (Republic of Ghana)
		Guinea (State of Guinea)
		Guinea bissau
		Djibouti
		Congo (Democratic Republic of Congo)
		Zambia
		Zimbabwe
		Cape Verde (Republic of Cape Verde)
		Cameroon (Republic of Cameroon)
		Kenya (Republic of Kenya)
		Comoros
		Cote d Ivoire (Cote d Ivoire Republic)
		Lesotho (Kingdom of Lesotho)
		Liberia (Republic of Liberia)
		Mauritius (Republic of Mauritius)
		Mauritania (Islamic Republic of Mauritania)
		Madagascar (Republic of Madagascar)
		Malawi (Republic Of Malawi)
		Mali (Republic of Mali)

		Morocco (Kingdom of Morocco)
		Mozambique (Republic of Mozambique)
		Namibia (Republic of Namibia)
		Niger (Republic of Niger)
		Nigeria (Federal Republic of Nigeria)
		United Republic of Tanzania
		Republic of Seychelles
		Republic of the Congo
		Rwanda (Rwanda Republic of Rwanda)
		Sao Tome and Principe (Democratic Republic of Sao Tome and Principe)
		Swaziland (Kingdom of Swaziland)
		Senegal (Republic of Senegal)
		Somalia (Somali Republic)
		Sudan (Republic of Sudan)
		Sierra Leone (Republic of Sierra Leone)
		Togo (Togolese Republic)
		Tunisia (Tunisian Republic)
		Uganda (Republic of Uganda)
		Central African Republic (Central African Republic)
		Chad (Republic of Chad)
		Equatorial Guinea (Republic of Equatorial Guinea)
		Eritrea (State of Eritrea)
		Ethiopia (Federal Democratic Republic of Ethiopia)
		South Africa (Republic of South Africa)
		South Sudan (Republic Of South Sudan)

*if the contract for tourist services contains information about the trip of the insured to the countries (places) of temporary stay, which at the same time belong to different programs of compulsory insurance for tourists, the insurance of property interests of the insured is carried out according to the highest program of compulsory insurance for tourists.