

#### OIL INSURANCE COMPANY JOINT-STOCK COMPANY

# REGULATIONS FOR VOLUNTARY COMPREHENSIVE INSURANCE OF EXPENSES INCURRED BY PERSONS TRAVELING ABROAD

Approved by the Board of Directors Oil Insurance Company JSC

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Semey



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#### 1. GENERAL CONDITIONS

#### Article 1. Terms and Definitions

- 1.1. Outpatient medical center means a medical institution that is licensed and provides outpatient, polyclinic treatment and care.
- 1.2. **Checked luggage** means travel bags, suitcases, briefcases, as well as their contents, limited to clothes or belongings, owned by or under the care of the Insured during the trip. Luggage means the Insured's belongings imported into the insurance territory and exported back, purchased in the insurance territory and registered in the name of the Insured as luggage and accepted by the carrier for transportation under its responsibility.
- 1.3. **Hospital** is a medical institution that
- 1.3.1. provides care and treatment for the sick or wounded;
- 1.3.2. has diagnostic, surgical and other departments;
- 1.3.3. provides patient care for 24 hours by certified nurses;
- 1.3.4. supervised by one or more physicians.
- 1.4. The following shall not be considered as a hospital:
- 1.4.1. obstetrics, convalescent or geriatrics departments, in the case of a patient
- 1.4.2. is on bed rest and needs the care of nurses;
- 1.4.3. sanatorium, rest home, nursing home.
- 1.5. **Physician** is a specialist with higher medical education who is not a relative of the Insured and acts within the framework of his/her license for the treatment of diseases.
- 1.6. **Civil war** is an armed confrontation between two or more parties related to the same country, but belonging to different ethnic, religious or ideological groups. The definition includes armed uprising, revolution, antigovernment agitation, riot, coup d'état, consequences of martial law.
- 1.7. **Carrier** is a legal entity engaged in the transportation of passengers, air, rail, sea, road transport which has a license for this type of activity and performs it on a regular schedule.
- 1.8. **Prescription** means a physician's written prescription for the use of medicines.
- 1.9. **Service Company** is a legal entity that shall organize, coordinate and control the provision of services provided for by the Insured under the Insurance Contract in the insurance territory based on the relevant agreement made with the Insurer. The Service Company shall organize the provision of services provided for under the Insurance Contract by the Insured under the standards intended for the provision of services adopted and effective in the insurance territory.
- 1.10. **Insurer** shall be a person conducting insurance, i.e. obliged to pay an insurance benefit to the Insured or other person in whose favor the Contract is made (Insured/Beneficiary) within the amount specified in the Contract (insurance amount) in the event of an insured event.
- 1.11. **Policyholder** is a person who has made a Contract with the Insurer. Policyholders can be legal entities and individuals.
- 1.12. **Insured** is an individual in respect of whom insurance is conducted. Persons under the age of 75 traveling outside the Republic of Kazakhstan, or a resident of the Republic of Kazakhstan who is outside the Republic of Kazakhstan can be insured.
- 1.13. **Beneficiary** is a person who, under the Insurance Contract or legislative acts, is the recipient of the insurance benefit.
- 1.14. Close relatives of the Policyholder/Insured are parents, children, adoptive parents, adopted children, full and half siblings, grandfather, grandmother, grandchildren.
- 1.15. **Insurance Contract** (hereinafter referred to as the "Contract") shall mean a contract of comprehensive insurance of expenses incurred by the persons traveling abroad, according to which the Insurer shall pay an insurance benefit within the insurance amount specified in the Contract for a stipulated fee (insurance premium) paid by the Insured.
- 1.16. **Insured Event** is an accomplished event provided for in the Contract, upon the occurrence of which the Insurer's obligation to pay an insurance benefit to the Policyholder/Insured/Beneficiary arises.
- 1.17. **Accident** is a sudden short-term event (incident) occurred against the will of a person as a result of an external mechanical, electrical, chemical or thermal impact on the Insured's body, resulting in harm to health, injury or death
- 1.18. **First medical care** is emergency medical care for life-threatening conditions and diseases at the address, at the scene of the accident and on the way to medical and preventive institutions.
- 1.19. **Emergency medical care** is medical care provided in case of sudden acute diseases, conditions that pose a threat to the life of the Insured.
- 1.20. **Sudden illness** is an acute and unexpected health disorder of the Insured occurred during the period of insurance coverage, requiring immediate medical intervention in order to prevent further damage to the health or threat to the life of the Insured.



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- 1.21. **Insurance premium** is the amount of money to be paid by the Policyholder to the Insurer for the latter's assumption of obligations to pay an insurance benefit to the Policyholder/Insured/Beneficiary in the amount determined in the Contract.
- 1.22. **Insurance amount** is the amount of money for which the insured object is insured and which is the maximum amount of the Insurer's liability in the event of an insured event.
- 1.23. **Deductible** is a condition for the Insurer's exemption from compensation for damage not exceeding a certain amount. If there is an unconditional (deductible) franchise, in all cases, damages shall be paid minus the amount of the deductible.
- 1.24. **Medical expenses** shall mean the costs incurred for payment for medicines and medical services prescribed to the Insured under medical indications as a result of emergency medical care.
- 1.25. **Medical transportation expenses** are expenses related to medical repatriation and evacuation.
- 1.26. **Medical evacuation** is medical transportation to the nearest medical institution in the territory of temporary stay where the insured event occurred, for the provision of emergency medical care.
- 1.27. **Medical repatriation** is medical transportation to the nearest international airport in the country of permanent residence.
- 1.28. **Main risk** is medical and medical transportation costs
- 1.29. **Additional risk** is the risk provided for by the Insurance Regulations which can be added at the request of the client for an additional fee.
- 1.30. **COVID-19** is an infectious disease caused by the SARS-CoV-2 virus.
- 1.31. **COVID** is an additional risk, with its own separate conditions, exceptions and limits.
- 1.32. **PCR analysis** is a method of laboratory diagnostics aimed to detection of infectious diseases.
- 1.33. **Bonus risk** is a risk provided for by the Insurance Regulations, for which the client is not charged and is provided free of charge.
- 1.34. **Internet resource** is an electronic information resource displayed in text, graphic, audiovisual or other form, placed on a hardware and software complex, having a unique network address and (or) domain name and functioning in the Internet. The Insurer's website is located at: <a href="https://www.nsk.kz">www.nsk.kz</a>.
- 1.35. **Electronic Insurance Contract** is a unique number of an insurance contract assigned by an organization conducting the formation and maintenance of a database, according to the methods of reconciliation (verification), of the information specified in the application, by passing through the Unified Insurance Database (hereinafter referred to as the Unified Insurance Database), with data from the information systems of state bodies and their subordinate organizations, integrated with the information system of the Unified Insurance Database.
- 1.36. **Insurance Certificate** is a document evidencing the availability of effective insurance coverage in respect of the insured and containing information on the terms of insurance coverage for insurance risks accepted for insurance, issued by the insurer in confirmation of the made Insurance Contract (insurance policy);

### **Article 2. Insurance Territory and Term of the Contract**

- 2.1 The insurance territory (the insurance coverage territory) is the territory of those countries or geographical limits specified in the Contract.
- 2.2 The Contract may specify both the host country and the region.
- 2.3 The maximum number of countries in the Contract shall be 3 (three) countries, unless otherwise specified in the Contract.
- In all cases, the territory of the Republic of Kazakhstan, the country of permanent residence of the Insured and the country of which the Insured is a citizen shall be excluded from the insurance territory.
- 2.5 The following shall be excluded from the territory under the Contract:
  - states in the territory of which military operations are being conducted, martial law has been declared, a state of emergency has been introduced, an emergency situation has been introduced, civil wars are being fought;
  - states against which UN sanctions have been applied;
  - territories within which outbreaks of epidemics, pandemics and other foci of infection have been found and recognized;
  - territories of states that can be visited with obvious probability of causing harm to human health.
- 2.6 Insurance coverage for the main risk of medical and medical transportation costs and additional risks specified in these rules, if they are stipulated and specified in the Insurance Contract, shall enter into force on the date specified in the Contract as the date of commencement of the Contract, subject to the terms for payment of the insurance premium established by Paragraph 3.1 of Article 3 of Section 1, unless otherwise provided by the Insurance Regulations.
- 2.7 The Contract shall be made for the period and for the purpose of a specific trip (tourism, business trip, sports, training, etc., unless otherwise specified in the Contract).



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- 2.8 The validity of the insurance cover in respect of the risk of medical expenses begins from the moment when the Insured crosses the border of the country, entering the insurance territory, but not before the entry into force of the Contract and continues during the period of validity of the insurance cover specified in the Contract. The insurance cover shall be terminated when the Insured crosses the border of the country leaving the insurance territory / upon the expiration of the Contract / the expiration of the insurance cover specified in the Contract whichever occurs first.
- 2.9 The term of the Contract shall be limited to 1 (one) trip, except for the case of insurance providing for multiple (multitrip) or long trips abroad during the period of insurance coverage specified in the Contract. At each entry into the insurance territory, the period of insurance and the number of trips, unless otherwise stipulated under the Insurance Contract, are automatically reduced by the number of days spent in this territory and trips while the insurance coverage is terminated after the Insured uses the insurance period and the number of trips specified in the Contract is exhausted in full.
- 2.10 The insurance cover for the additional risk of loss/damage to luggage is valid for the duration of the trip and begins from the moment when the responsibility for the preservation of the luggage during its transportation has passed to the carrier.
- 2.11 The insurance cover for the additional risk of unforeseen expenses related to the cancellation of the trip begins on the date of signing the Contract, but not earlier than the date of payment of the insurance premium. Insurance coverage in respect of this risk, in case of a flight with transfers (transit), applies only to 1 (first) trip (ticket before the first transfer) in the territory of the Republic of Kazakhstan, and terminates on the planned day of departure specified in the Contract, but not later than the date of actual departure.
- 2.12 The validity of the insurance cover in respect of the additional risk of the Insured's civil liability for the period of stay abroad begins from the moment when the Insured crosses the border of the state, entering the insurance territory, but not before the entry into force of the Contract and continues during the period of validity of the insurance cover specified in the Contract. The insurance cover in respect of this risk is terminated when the Insured crosses the border of the country leaving the insurance territory/upon expiry of the Contract/expiration of the insurance cover specified in the Contract whichever occurs first.
- 2.13 The validity of the insurance cover in respect of the bonus risk associated with the loss of the passport begins from the moment when the Insured crosses the border of the state entering the insurance territory, but not before the entry into force of the Contract and continues during the period of validity of the insurance cover specified in the Contract. The insurance cover in respect of this risk is terminated when the Insured crosses the border of the country leaving the insurance territory/upon expiry of the Contract/expiration of the insurance cover specified in the Contract whichever occurs first.
- The validity of the insurance cover in respect of bonus risk which provides for the possibility to contact a lawyer in the event of one of the insured events, unless otherwise provided for in the Contract, begins when the Insured enters the insurance territory, but not before the entry into force of the Contract, and continues during the validity period of the insurance cover, and is valid for 1 (one) insured event under the contract with a limit specified in the Contract. The insurance coverage is terminated when the Insured crosses the border of the Republic of Kazakhstan, leaving the insurance territory/upon the expiry of the Contract/expiration of the insurance coverage specified in the Contract whichever occurs first.
- 2.15 The insurance cover for additional COVID risk, if it is stipulated and specified in the Insurance Contract, comes into force not earlier than 1 (one) calendar day from the date of commencement of the insurance cover of the Insurance Contract. The insurance coverage is terminated when the Insured crosses the border of the Republic of Kazakhstan, leaving the insurance territory/upon the expiry of the Contract/expiration of the insurance coverage specified in the Contract whichever occurs first.
- 2.16 The period of validity of the insurance cover in respect of additional risk of COVID may be limited under the terms of the Insurance Contract.
- 2.17 For additional risk of COVID, the period of validity of the Insurance Contract is not more than 30 (thirty) days inclusive, with the exception of Contracts for the purpose of "Students leaving for study" travel.
- 2.18 If, on the date of conclusion of the Contract, the Insured who is a resident of the Republic of Kazakhstan, is outside the Republic of Kazakhstan, the insurance coverage for all risks shall become effective not earlier than 5 (five) calendar days from the date of conclusion of the Insurance Contract.

#### Article 3. Insurance Premium and the Procedure for its Payment

- 3.1 The Insurance Premium shall be paid by the Policyholder in a lump sum in cash to the Insurer's cash desk or by transferring money to the Insurer's bank account not later than the date specified in the Contract as the date of commencement of the Contract.
- 3.2 The amount of the insurance premium shall be determined by the Insurer based on the developed rates charged depending on the term of the Contract, the data of the insurance object, the nature of the insurance risk and other



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data. The insurer shall be entitled to apply increasing and/or decreasing factors to the basic insurance rates (hereinafter referred to as adjustment factors).

- 3.3 The day of payment of the insurance premium shall be the day when the money is credited to the Insurer's bank account.
- 3.4 If there is non-payment of the insurance premium within the period provided for in the Contract, insurance coverage in relation to the risks specified in this Contract shall not apply.
- 3.5 The currency of the insurance amount, insurance premium and insurance benefit shall be tenge.

#### **Article 4. Procedure for Conclusion of the Contract**

- 4.1 The Contract shall be made:
  - in writing by:
  - drawing up an insurance contract by the parties;
  - accession of the Policyholder to the Insurance Regulations and issuance of the Contract by the Insurer to the Policyholder, if it is necessary to provide the Insured with an Insurance Certificate. in electronic form by:
  - unilaterally acceding to the Insurance Regulations and executing an electronic Contract on the Insurer's website;
  - unilaterally acceding to the Insurance Regulations and executing the contract in the Insurer's automated information system;
- 4.2 To conclude the Contract, the Insured applies to the Insurer with a written Application or fills out the appropriate form on the Insurer's website, informs (fills) the data required for the conclusion of the Contract and assessment of the insurance risk:
  - surname, first name, patronymic of the Insured (persons), date of birth, place of residence;
  - passport No., date and by whom the document was issued, IIN, economic sector code and residency sign;
  - purpose, duration of the foreign trip, coverage option (deductible), insurance territory:
  - other information, if necessary.
- 4.3 In case of loss of the Contract, if it was printed on a strict accountability form (hereinafter referred to as the Form), a duplicate shall be issued with payment by the Policyholder of the costs incurred by the Insurer in the amount of the costs of its production incurred by the Insurer. A duplicate is also issued in the Form, indicating that it is a duplicate of the Contract, or in the digital Form without charging an additional fee.
- 4.4 For a family or a group of persons up to 6 (six) people, unless otherwise provided in the Contract, jointly conducting a trip, 1 (one) Contract can be made at their request. The Contract specifies the insurance amount for each Insured and for each object. In the Insurance Contract, the Insurer's signature may be made by facsimile reproduction by means of mechanical or other copying, electronic signature.
- 4.5 The payment shall be made by bank card for execution of an electronic Contract on the Insurer's website. The Contract shall be considered as made and transferred to the Unified Database Database after the payment is confirmed by the issuing bank.
- 4.6 A notification in the form of an Insurance Certificate is sent to the Insured's e-mail address during execution of an electronic Contract, and the Insured, if necessary, can receive a written form of the Contract at the nearest branch of Oil Insurance Company JSC. The Insured also has the opportunity to check the information on the Contract on the Insurer's website at: www.nsk.kz in the check policy section or in your personal account.

#### Article 5. Rights and Obligations of the Parties

#### 5.1 The Insurer shall be obliged to:

- 5.1.1. familiarize the Policyholder with the Insurance Regulations posted (in addition, the Policyholder can independently familiarize him-/herself with the Regulations on the Insurer's website www.nsk.kz) in the section "International Travel Insurance";
- 5.1.2. if the Policyholder/Insured or other person who is the Beneficiary fails to submit all the documents required for making the insurance benefit, within 3 (three) business days from the date of submission of the last document, notify them in writing on the missing documents;
- 5.1.3. pay an insurance benefit or send a written reasoned refusal to pay an insurance benefit to the Beneficiary under the terms and conditions established in the Contract;
- 5.1.4. reimburse the Policyholder for the expenses incurred by the Policyholder for reducing losses due to the insured event;
- 5.1.5. provide the insurance secrecy;



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5.1.6. perform other actions provided for under the Contract, the Insurance Regulations and the legislation of the Republic of Kazakhstan.

#### 5.2. The Policyholder/Insured shall be obliged to:

- 5.2.1. familiarize themselves with the Insurance Regulations posted on the Insurer's website www.nsk.kz pay the insurance premium in a timely manner and in full;
- 5.2.3. provide (fill in) all the information required for insurance purposes when concluding an electronic Contract or filling out a form on the Insurer's website;
- 5.2.4. inform the Insurer about all existing or made Insurance Contracts in relation to the Insured at the conclusion and during the term of the Contract,;
- 5.2.5. inform the Insurer on the state of the insured risk;
- 5.2.6. reimburse the Insurer for the costs of issuing a duplicate of the Contract on the Form in the amount of KZT 300 (three hundred);
- 5.2.7. contact the round-the-clock help center of the Service Company and inform about the occurrence of an event with the signs of an insured event by calling the phone numbers specified in the Insurance Contract to ensure that the Service Company is able to organize the necessary assistance in a timely manner, give the necessary recommendations, or to coordinate the independent application for the necessary assistance and the costs associated with the insured event;
- 5.2.8. if it is impossible to contact the round-the-clock assistance center of the Service Company at the time of the occurrence of an event with the signs of an insured event, do so as soon as possible and present the Contract without paying for the services offered or provided by third parties, without obtaining official confirmation from the employee of the round-the-clock assistance center of the Service Center who recorded the request in the database of the Service Company:
- 5.2.9. assist the representative of the Insurer to determine the amount of loss, causes and other circumstances on the occurrence of the insured event;
- 5.2.10. return to the Insurer the received insurance benefit in full or in part, if within the limitation period provided for by the legislation of the Republic of Kazakhstan there is such a circumstance that, according to the legislation of the Republic of Kazakhstan, the Insurance Regulations or the Contract, fully or partially deprives the Beneficiary/Policyholder of the right to receive the insurance benefit;
- 5.2.11. Not to pay compensation, not to recognize the claims made to the Beneficiary/Policyholder in connection with the occurrence of the insured event in full or partially, and also not to accept any direct or indirect obligations for regulation of such claims without the Insurer's consent;
- 5.2.12. ensure the safety and transfer to the Insurer the necessary documents under the Contract, documents related to the insured event, as well as documents, evidence and information required for the Insurer to exercise the right of claim for compensation of losses (subrogation) to the person responsible for the occurrence of the insured event;
- 5.2.13. comply with the instructions of the attending physician received during treatment, follow the schedule established by the medical institution;
- 5.2.14. undergo a medical examination and submit its results at the request of the Insurer's representative;
- 5.2.15. provide documents required for consideration and payment of insurance benefit in Russian or the state language. If the document is made in another language, provide the Insurer with a notarized translation of the document into Russian or the state language at its own expense;
- 5.2.16. if the validity period of the insurance cover exceeds the number of days the Insured stays in the insurance territory and/or the number of trips specified in the column "Validity of insurance coverage", "Number of trips", it is mandatory to confirm, at the request of the Insurer/Service Company, the number of days/trips at the time of application by provision of a copy of the passport with the relevant marks of the border control service on crossing the border at entry/exit, a document that is the basis for staying in the territory of the declared event (visa of the country of travel, residence permit, etc.);
- 5.2.17. In case of early termination of the Contract, at the request of the Policyholder in connection with the refusal of the Embassy to open a visa, the Policyholder shall be obliged to submit to the Insurer the refusal of the Embassy in writing (original) before the date of commencement of the Contract.
- 5.2.18. perform other actions provided for under the Contract, the Insurance Regulations and the legislation of the Republic of Kazakhstan.

#### 5.3. The Insurer shall be entitled to:

- 5.3.1. require the Policyholder to provide the information required to establish the fact of the insured event and the circumstances of its occurrence;
- 5.3.2. check the information and documents submitted to the Policyholder;
- 5.3.3. find out independently the reasons and circumstances of an event with signs of an insured event, including directing inquiries to competent authorities;



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- 5.3.4. undertake court proceedings in the name and on behalf of the Policyholder with the Policyholder's consent;
- 5.3.5. under the procedure established by the legislation of the Republic of Kazakhstan to challenge the amount of claims against the Insurer
- 5.3.6. In the event of an increase in the degree of risk, to require the change of contract conditions or the payment of an additional insurance premium in proper relation to the increase in risk. If the Policyholder objects to the amendment of the terms of the Contract or the additional payment of the insurance premium, the Insurer shall have the right to demand termination of the Contract in the manner provided for by the Insurance Regulations and the Contract;
- 5.3.7. assess the damaged (destroyed) property of the victim;
- 5.3.8. use the services of an independent expert to assess the amount of damage caused to the health and (or) property of the victim and determine the amount of insurance benefit in the case of an insured event;
- 5.3.9. apply the right of recourse to the person responsible for damages in cases provided for in the Contract, the Insurance Regulations and the legislation of the Republic of Kazakhstan;
- 5.3.10. refuse to pay an insurance benefit in full or in part on the grounds provided for in the Contract, the Insurance Regulations and the current legislation of the Republic of Kazakhstan;
- 5.3.11. reduce the amount of insurance indemnity, if the insured event occurred as a result of gross negligence of the Policyholder/Insured;
- 5.3.12. refuse to pay an insurance benefit if the insurance contract is made in respect of one of the persons specified in Subparagraph 6.1 of Article 6 of Section 1 of the Regulations.
- 5.3.13. not to include coverage for additional risks specified in these Regulations in the Contract in connection with the Company's internal decisions.
- 5.3.14. make changes to the Insurance Regulations, the Insurance Contract, in connection with the Company's internal decisions.
- 5.3.15. perform other actions with do not contradict the current legislation of the Republic of Kazakhstan.

#### 5.4. The Policyholder (Insured) shall be entitled to:

- 5.4.1. require the Insurer to explain the terms of insurance and the procedure for the Contract;
- 5.4.2. based on a written Application, receive a duplicate of the Contract in case of its loss in the manner prescribed by the Insurance Regulations;
- 5.4.3. pay for medical services in cash, having previously agreed with the Insurer/representative of the Insurer;
- 5.4.4. receive an insurance benefit under the Contract/Insurance Regulations upon the occurrence of an insured event provided for in the Contract.
- 5.4.5. perform other actions with do not contradict the current legislation of the Republic of Kazakhstan.

#### **Article 6. General Exclusions and Insurance Limitations**

- 6.1 The contract cannot be made with persons:
  - Who are over 75 years of age at the time of the conclusion of the Contract, unless otherwise specified in the Contract;
  - having medical contraindications for a foreign trip;
  - having a disability of groups I, II.
  - persons over 65 (sixty-five) years of age within the framework of the additional risk of COVID are not subject to insurance, unless otherwise provided under the Insurance Contract.
- 6.2 The insurer shall be entitled to refuse to pay the insurance benefit in full or partially if the insured event occurred as a result of:
- 6.2.1. deliberate actions of the Policyholder/Insured/Beneficiary aimed at the occurrence of an insured event or contributing to its occurrence, except for actions committed in a state of necessary defense and extreme necessity;
- 6.2.2. actions of the Policyholder/Insured/Beneficiary, recognized under the procedure established by legislative acts as intentional criminal or administrative offenses that are in a causal relationship with the insured event.
- 6.3 The insurer is exempt from payment of the insurance benefit if the insured event occurred as a result of:
  - the impact of a nuclear explosion, radiation or radioactive contamination, as well as due to the spread of an infectious and/or contagious disease (pandemic, epidemic);
  - military actions;
  - civil war, acts of terrorism, civil unrest of any kind, riots or strikes;
- 6.4 The grounds for refusal of the Insurer to pay the insurance benefit may also be the following:
  - Notifying the Insurer by the Policyholder of knowingly false information about the insured subject matter, insured risk, insured event and its consequences;
  - deliberate failure of the Policyholder/Insured to take measures to reduce losses from the insured event;

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- receipt by the Insured of the appropriate compensation for loss on property insurance from the person guilty of causing the loss;
- obstruction by the Policyholder/Insured/Beneficiary to the Insurer in the investigation of the circumstances of the occurrence of the insured event and in establishing the amount of the loss caused by him/her;
- failure to notify the Insurer on the occurrence of an insured event in the manner and within the time limits established in the Contract;
- refusal of the Policyholder/Beneficiary from his/her right of claim to the person responsible for the occurrence of the insured event, as well as refusal to transfer to the Insurer the documents necessary for the transfer to the Insurer and the exercise of the right of claim. If the insurance indemnity has already been paid, the Insurer shall be entitled to demand its return in full or in part.
- The Insurer shall not cover the risks not specified in Clause 1.4. Section 1 of the Contract, except for the risk of "Insurance in case of loss or theft of passport", this risk is covered under the Insurance Contract by default.
- 6.6 Exemption of the Insurer from insurance liability to the Policyholder on the grounds of its illegal actions provided for by Article 839 of the Civil Code of the Republic of Kazakhstan, the Insurance Regulations and the Insurance Contract, at the same time exempts the Insurer from payment of the insurance benefit to the Beneficiary.
- 6.7 If there is an additional COVID risk in the Insurance Contract, the United States is excluded from the insurance territory, unless otherwise provided by the insurance contract.
- 6.8 Insurance of persons purchasing the Contract and located outside the Republic of Kazakhstan is excluded for additional COVID risk.
- 6.9 The term of the Contract is limited to 1 (one) trip, except for the Contracts for the purpose of the trip "Students going to study" for additional risk of COVID, unless otherwise provided by the insurance contract.

#### Article 7. Terms and Conditions of Amendment and Termination of the Insurance Contract

- 7.1 All amendments and supplements to the Contract shall be valid provided they are written and signed by the authorized representatives of the Parties.
- 7.2 The Contract shall be terminated in the following cases:
  - 1. the end of the trip (trip, etc.) after crossing the border of the Republic of Kazakhstan, the country of permanent residence or citizenship of the Policyholder/Insured, but not later than the date of expiration of the Contract;
  - 2. fulfillment by the Insurer of obligations to the Policyholder/Insured/Beneficiary under the Contract in full;
  - 3. expiration of the insurance cover or the Contract;
  - 4. liquidation of the Insurer/Policyholder who is a legal entity in the manner prescribed by the legislation of the Republic of Kazakhstan:
  - 5. Adoption by the court of a decision on recognizing the Contract as invalid;
  - 6. in other cases provided for by the legislation of the Republic of Kazakhstan.
- 7.2.1 The contract is terminated prematurely in the event of the death of the Insured, in respect of this Insured after the insurance benefit has been paid in respect of the costs of medical repatriation of the body.
- 7.2.2 The Policyholder shall be entitled to withdraw from the Contract at any time by notifying the Insurer in writing.
- 7.2.3 In case of early termination of the Contract at the request of the Policyholderor the Insurer before the date of commencement of the Contract, the Insurer shall return to the Insured 100% (one hundred) percent of the paid insurance premium.
- 7.2.4 In case of early termination of the Insurance Contract at the request of the Policyholder or the Insurer under the conditions provided for by the current version of the Civil Code of the Republic of Kazakhstan, except for the cases described in paragraph 7.2.4.1. of these Regulations, the Insurer shall return to the Policyholder a part of the insurance premium calculated according to the following formula:

$$(100\%-40\%)*\left(\textit{PIP}-\frac{TIP*i}{N}\right)$$
 ,where:

**40%** – the Insurer's expenses for conducting the case,

**PIP** – Paid Insurance Premium under the Insurance Contract;

TIP- Total Insurance Premium under the Insurance Contract;

Number of days used (the day of initiation is considered unused);

*N* – Term of the Insurance Contract (in days).

7.2.4.1. In case of early termination of the Insurance Contract at the request of the Policyholder who is an individual, within fourteen calendar days from the date of its conclusion under the conditions provided for by the current version of



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the Civil Code of the Republic of Kazakhstan, the Insurer shall return to the Policyholder a part of the insurance premium calculated according to the following formula:

$$(100\%-10\%)*\left(\textit{PIP}-\frac{TIP*i}{N}\right)$$
 ,where:

10% – the Insurer's expenses for conducting the case,

**PIP** – Paid Insurance Premium under the Insurance Contract;

**TIP** – Total Insurance Premium under the Insurance Contract;

*i* – Number of days used (the day of initiation is considered unused);

N – Term of the Insurance Contract (in days).

- 7.2.5 In cases where the termination of the Contract is caused by non-fulfillment of its terms through the Insurer's fault, the latter shall be obliged to return to the Insured the insurance premium paid by it in full.
- 7.2.6 If the insurance benefits are paid at the rate of the insurance amount for a separate insurance risk, the insurance coverage ceases to be valid in relation to this insurance risk.
- 7.2.7 In case of the Policyholder's withdrawal from the contract (paragraph 2 of Article 841 of the Civil Code of the Republic of Kazakhstan), unless it is related to the circumstances specified in part one of paragraph 1 of Article 841 of the Civil Code of the Republic of Kazakhstan, in parts two and three of paragraph 2 of Article 842 of the Civil Code of the Republic of Kazakhstan, the insurance premium or insurance premiums paid to the insurer shall not be subject to refund, unless otherwise provided by the contract.

#### **Article 8. Subrogation**

- 8.1 The Insurer who paid the insurance benefit shall receive the right of claim that the Policyholder/Insured has against the person responsible for the damage caused within the amount paid. The Policyholder/Insured shall be obliged to transfer to the Insurer all documents and evidence and provide it with all the information required for the Insurer to exercise the right of claim transferred to it. The Insurer, in any case, shall have the right of claim against the person who intentionally caused damage.
- 8.2 If the Policyholder has waived his right of claim against the person guilty for damages recovered by the Insurer, or the exercise of this right became impossible due to the Policyholder' fault, the Insurer shall be released from insurance benefit in full or partially and shall have the right to demand the return of the overpaid amount.

#### Article 9. Force majeure

- 9.1 A party that failed to fulfill or improperly fulfilled its obligations under the Contract shall not be liable for property if it proves that the proper execution was impossible due to force majeure, i. e. emergency and unavoidable situations that under given circumstances.
- 9.2 Force majeure circumstances shall include, but are not limited to floods, fires, earthquakes and other natural disasters, wars or military actions of any kind, blockades, prohibitions of state bodies.
- 9.3 The Party experiencing the force majeure circumstances shall be obliged to notify the other Party about the occurrence of such circumstances, within 3 (three) business days.
- 9.4 The force majeure circumstances shall be confirmed by the relevant documents of the competent authorities.

#### **Article 10. Dispute Settlement Procedure**

Any disputes between the Insurer and the Policyholder/Insured under the Contract shall be resolved through negotiations. If an agreement is not reached, the dispute shall be considered in court, under the current legislation of the Republic of Kazakhstan.

#### **Article 11. Special conditions**

- All other matters not covered in the Contract shall be governed under the Insurance Regulations. The provisions of the Regulations shall apply in case of contradictions between the Contract and the Insurance Regulations.
- The insurance benefit shall be made in KZT. Insurance payment in foreign currency shall be performed on the terms and in the manner established by the legislation of the Republic of Kazakhstan on currency regulation.
- By signing hereof, the Policyholder gives its consent to processing, use and storage of personal data submitted before and at the time of conclusion hereof in compliance with the applicable laws of the Republic of Kazakhstan.



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The Regulations are made in 3 (three) languages - Kazakh, Russian and English. If there is an inconsistency between the texts, the text of the Regulations in Russian shall prevail.

# SECTION 2 INSURANCE OF MEDICAL AND MEDICAL TRANSPORT EXPENSES OF CITIZENS FOR THE PERIOD OF THEIR TRAVEL ABROAD

#### Article 1. Insurance object

1.1 The insurance object is the property interests of the Insured related to the need to receive emergency medical and medical transport assistance when an insured event occurrs during his/her stay in the insurance territory.

#### Article 2. Insured event, procedure for determination of insurance amounts

- 2.1 An insured event is the expenses of the Insured in connection with applying to physicians and/or medical institutions for emergency medical care, receiving medical services by the Insured and/or purchasing medicines related to:
- 2.1.1. acute pain;
- 2.1.2. burns, frostbite, acute poisoning, shock and injuries;
- 2.1.3. high body temperature above 38°C;
- 2.1.4. convulsions, loss of consciousness, suffocation;
- 2.1.5. acute bleeding;
- 2.1.6. hypertonic, hypotonic crises;
- 2.1.7. acute allergic reaction (angioedema)
- 2.1.8. acute surgical conditions (abscesses, panaritis, and other purulent processes requiring urgent surgical intervention);
- 2.1.9. accident;
- 2.1.10. acute toothache resulting from acute inflammation of the tooth and/or its surrounding tissues, or jaw trauma resulting from an accident;
- 2.1.11. For the additional risk of COVID, the insured event is the cost of emergency hospitalization, in connection with the COVID-19 disease first diagnosed during the period of insurance coverage.
- 2.2 Events provided for as insured events shall be recognized as such if they occurred during the stay of the insured in the insurance territory and during the insurance period.
- 2.3 The procedure for determination of the insurance amounts:
- 2.3.1 Upon the occurrence of an event with the signs of an insured event, and the Policyholder's/Insured's fulfillment of the requirement to notify about its occurrence in the manner and within the terms provided for in the Contract, the Insurer shall organize the provision of medical and medical transportation assistance and pay an insurance benefit for the following expenses of the Insured:
- 2.3.1.1. expenses for the provision of first medical care;
- 2.3.1.2. expenses for the provision of emergency outpatient care;
- 2.3.1.3. expenses for medicines, for emergency medical indications;
- 2.3.1.4. expenses for diagnostic examinations for emergency indications;
- 2.3.1.5. expenses for emergency inpatient care for a period of not more than 10 (ten) days;
- 2.3.1.6. expenses for emergency inpatient care in the amount of not more than Euro 5,000 (five thousand) for 1 (one) case in the United States of America region;
- 2.3.1.7. expenses for dental examination, X-ray examination, extraction or filling of teeth due to the onset of acute toothache or injuries received as a result of an accident, not more than 2 (two) dental units in the amount not exceeding Euro 50 (fifty) for each dental unit;
- 2.3.1.8. expenses related to the provision of medical and transport assistance provided to the Insured (if there are medical justifications with the necessary support) in any way to the nearest medical institution that allows providing the most qualified emergency medical care;
- 2.3.2 For the additional risk of COVID, the costs of emergency hospitalization in case of illness of the Insured with COVID-19 are covered within the limit established under the Insurance Contract.
- 2.3.3 In the event that the physician appointed by the Insurer, in consultation with the local attending physician, determines that, in his/her professional opinion, the patient's condition requires repatriation, evacuation for medical reasons to evacuate him/her to the country of permanent residence, the Insurer shall arrange the evacuation under appropriate medical supervision as soon as possible. In this case, the Policyholder/Insured shall be obliged to return the cost of the ticket for travel (air, railway, car, sea), unused due to the occurrence of an insured event. If the physician appointed by the Insurer, in consultation with the local attending physician, determines that the patient's condition allows the patient to continue the trip without medical support, the Insurer shall only cover the medical expenses associated with the insured event. Expenses for further accommodation and the purchase of air tickets are not reimbursed.



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- 2.3.4 If the Insured's children under the age of 18 are left unattended in the insurance territory due to an accident with the latter, the Insurer shall pay for their travel to the country of permanent residence in economy class. In this case, the Insurer shall be entitled to demand a refund of the cost of the unused air ticket (air tickets) for children in connection with the occurrence of an insured event from the Policyholder/Insured. The Policyholder/Insured or his/her representative shall contact the dispatch center of the Service Company to organize the necessary measures.
- 2.3.5 Expenses related to the repatriation of the Insured's body (remains) to the airport closest to the intended place of burial in the country where the Insured previously permanently resided and with which there is a direct international connection include the costs of legal registration, autopsy of the body, embalming, coffin required for international transportation.
- 2.3.6 The Insurer shall not bear the costs of funeral services, burial and funeral dinners.

#### Article 3. Exclusions from Insured Events under Section 2. Insurance Limitations

- 3.1 The following shall not be insured events:
- 3.1.1. deterioration of the Insured's health or death associated with diseases that existed before the beginning of the insurance period, regardless of whether they were treated or not whether the Insured knew about them or not and the expenses incurred related to this treatment, as well as if the trip was contraindicated to the Insured for health reasons and/or could aggravate the course of the existing disease (cause its exacerbation);
- 3.1.2. chronic diseases, any of their consequences and complications;
- 3.1.3. infectious and parasitic diseases requiring isolation of the Insured and/or hospitalization in an infectious diseases hospital and/or isolation ward, including tuberculosis, brucellosis, poliomyelitis, neuroinfection, smallpox, leprosy, rabies, tularemia, anthrax, foot-and-mouth disease, diphtheria, carriage of diphtheria, typhoid fever and paratyphoid pathogens, SARS virus, hemorrhagic fevers, AIDS, HIV, atypical types (strains) of influenza, COVID-19 and their consequences regardless of the clinical form and stage of the process. Exception in terms of COVID-19, if the Insurance Contract provides for an additional risk of COVID, and this risk shall be paid for by an additional premium;
- 3.1.4. Diseases included in the list of socially significant diseases and diseases that pose a danger to others under the legislation of the Republic of Kazakhstan. Exception, if the Insurance Contract provides for an additional risk of COVID and this risk is paid for by an additional premium;
- 3.1.5. Diseases included in the list of diseases prohibited to be treated in the non-state health care sector under the legislation of the Republic of Kazakhstan.
- 3.1.6. "loss and/or damage due to the spread of an infectious¹ and/or parasitic disease (pandemic, epidemic), including any contamination, any decontamination, any disinfection, and/or any action by an authorized public authority in relation to the closure, restriction or prevention of access in connection with the foregoing." Exception, if the Insurance Contract provides for an additional risk of COVID and this risk is paid for by an additional premium;
- 3.1.7. infectious diseases transmitted mainly by sexual contact (chlamydia, trichomoniasis, gardnerellosis, mycoplasmosis, anal, genital herpes, etc.);
- 3.1.8. infectious diseases that could have been prevented by prior vaccination and/or resulting from violation of preventive quarantine measures by the Insured after contact with a carrier;
- 3.1.9. expenses related to injury and/or acute illness received by the Insured in an open water body (sea, oceans, rivers, dams, etc.), if such additional risk is not specified in the Contract.
- 3.1.10. systemic connective tissue diseases, systemic vasculitis, amyloidosis;
- 3.1.11. congenital anomalies and malformations;
- 3.1.12. occupational diseases: chronic intoxications caused by the impact of chemical production factors (melasma, foundry fever, Teflon fever, pneumoconiosis, etc.), diseases caused by the impact of physical factors (vibration, ultrasound, electromagnetic radiation, electric welding, hyperthermia, laser, X-ray radiation, decompression);
- 3.1.13. acute and chronic radiation injuries;
- 3.1.14. sunburn and other acute changes in the skin caused by exposure to ultraviolet radiation, as well as fungal and dermatological diseases (except for infectious ones), including allergic (except for angioedema) and food dermatitis; psoriasis and its complications, mycoses, chickenpox; bites and burns of marine animals, burns received from sea corals and marine vegetation;

<sup>&</sup>lt;sup>1</sup> Infectious disease means any infectious disease, contagious disease, contagious disease and/or any infectious, contagious or infectious substance (including (but not limited to) a virus, bacterium, parasite or organism or any mutation of any such things, regardless of the mode of transmission (including (but not limited to) whether direct or indirect airborne transmission, bodily fluid transmission, transmission from or to any surface or object, (i.e. a solid, liquid or gas) that causes, may cause or threaten to damage the human health; damage the human well-being; and/or damage, deteriorate, loose value, marketability or loss of use of tangible or intangible property. For the avoidance of doubt, infectious disease includes (but is not limited to) coronavirus disease 2019 (COVID-19) and any mutation or variation thereof.



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- 3.1.15. diabetes mellitus (type I and II);
- 3.1.16. chronic renal and hepatic failure, including extrarenal blood purification;
- 3.1.17. mental illnesses, epilepsy (primary and symptomatic) and their exacerbations, behavioral disorders, including alcoholism, drug addiction, substance abuse, as well as related diseases and injuries.
- 3.1.18. oncological diseases, oncohematological diseases;
- 3.1.19. benign formations, hyperplastic processes, as well as complications caused by them;
- 3.1.20. deterioration of the Insured's health or death related to the deliberate purpose of receiving treatment in the insurance territory;
- 3.1.21. harm to health (deterioration of health) or death of the Insured related to the performance of any forms of dangerous actions/work, including horse racing, rafting, diving, riding motorcycles and ATVs, scooters, bicycles and snowboards, skiing, animal riding, car racing and competitions, professional or organized sports, mountaineering requiring the use of ropes and guides, descent into caves, jumping into the water from a springboard, and without, water skiing, jet skis, hiking/climbing, trekking, winter sports and any form of flight, except for those performed as a passenger who has paid for travel on a scheduled flight or a licensed charter flight on a specified route, unless the additional risk has been paid by an additional insurance premium;
- 3.1.22. harm to health (deterioration of health) or death of the Insured related to an accident resulting from the use of any vehicles, if it was driven by a person who does not have the right to drive vehicles of this type (driver's license, license to drive, etc.), as well as in the event of a traffic accident due to the fault of the Insured;
- 3.1.23. infliction of harm to health (deterioration of health) or death of the Insured, associated with intentional infliction of bodily harm (trauma) to himself/herself, as well as exposing oneself to unjustified risk (except for an attempt to save the life of another person);
- 3.1.24. deterioration of the Insured's health or death, if the Insured has signs of alcohol-containing, narcotic, toxic substances and/or psychotropic/psychoactive substances. The fact of the absence of the use of the above drugs and/or substances shall be proved by the Insured;
- 3.1.25. treatment of infertility, impotence, selection of contraceptive methods, artificial insemination;
- 3.1.26. diseases of the heart, blood vessels, nervous system that require surgical intervention, including the installation of an electric cardiac pacemaker, even if there are medical indicators for its implementation, except for conservative treatment:
- 3.1.27. plastic surgery, orthopedics, except for emergency indications for recovery and/or correction after an accident that occurred during the term of the Contract;
- 3.1.28. acute poisoning with alcohol and its surrogates, narcotic drugs;
- 3.1.29. individual fasting at the patient's bedside, care of relatives or a nurse for the Insured in a hospital at home or in a hotel.
- 3.2 For emergency medical and medical transportation assistance, the insurance shall not cover:
- 3.2.1. evacuation/repatriation expenses in case of minor illnesses or injuries which, in the opinion of the medical consultant appointed by the Insurer, are amenable to local treatment and do not prevent the continuation of the Insured's trip;
- 3.2.2. expenses in respect of any evacuation and/or repatriation not organized by the Insurer, as well as expenses incurred as a result of the Policyholder's/Insured's voluntary refusal to evacuate/repatriate to the country of permanent residence in cases where it is prescribed for medical reasons;
- 3.2.3. expenses related to plastic and reconstructive surgery, and all kinds of prosthetics, including dental, eye and osteoplasty, as well as expenses for surgical interventions on the heart and blood vessels (angiography, angioplasty, stenting, bypass grafting, coronary artery bypass grafting, etc.), the purchase of pacemakers and other medical products used in angiography or heart and vascular surgery (angiography kits, angioplasty and stenting, etc.) even if there are medical indications for their implementation, transplantation of organs and / or tissues, plastic surgery with extracorporeal methods of treatment;
- 3.2.4. if it is impossible to separate from the total invoice the cost of manipulations or medical devices specified in subparagraph 3 of paragraph 3.2 of Article 3 of this Section, their cost shall be taken as equal to 2 (two) days of hospitalization (the day of the operation and the subsequent one) and shall be deducted from the amount of the total bill for hospitalization;
- 3.2.5. expenses related to the selection, repair and purchase (provision) of glasses, contact lenses, hearing aids, the purchase of prosthetic and orthopedic means, including materials for osteosynthesis (plates, screws), bandages, glucometers and other medical devices and equipment, as well as the purchase of dietary supplements;
- 3.2.6. expenses for the treatment of speech disorders; removal of sulfur plug, and the consequences of water ingress into the ears;
- 3.2.7. expenses for examination for the purpose of registration of medical documentation for trips abroad, for the right to carry weapons, to drive transport, for visiting sports and recreation institutions;



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- 3.2.8. costs associated with the provision of services not medically necessary or with treatment not prescribed by a physician; expenses for examinations, tests, medications not required for the diagnostics and/or treatment of an acute disease or injury as a result of an accident that is an insured event, as well as with changes at the request of the Insured (contrary to the recommendations of the medical technologies prescribed by the Insurer used in the treatment of such an acute disease or injury as a result of an accident);
- 3.2.9. in the event that the Insured refused to receive medical care or hospitalization offered by the Insurer (or its appointed representatives/physician) upon the occurrence of an insured event, the Insurer shall be entitled to refuse to pay the insurance indemnity for such an insured event, or to cover the costs of such an insured event or in connection with such an insured event upon the subsequent application of the Insured for medical care, or for reimbursement of expenses;
- 3.2.10. costs associated with treatment with non-traditional methods (methods of traditional medicine) of all types;
- 3.2.11. expenses for therapeutic massage, exercise therapy, manual therapy, acupuncture and hirudotherapy;
- 3.2.12. expenses for sanatorium-and-spa treatment, sanatorium, therapeutic or guardianship care;
- 3.2.13. costs associated with pregnancy (including complications) and termination of pregnancy, as well as menstrual irregularities;
- 3.2.14. expenses related to childbirth and obstetrics;
- 3.2.15. expenses related to any preventive examination, general medical examinations, immunisations/vaccinations (except for primary vaccination against rabies, tick-borne encephalitis and anti-tetanus serum in the event of an insured event):
- 3.2.16. expenses related to inpatient treatment for more than 10 (ten) days;
- 3.2.17. expenses related to inpatient treatment in the amount of more than Euro 5,000 (five thousand) per case in the United States of America;
- 3.2.18. expenses related to the treatment of acute toothache of more than 2 (two) dental units in an amount exceeding Euro 50 (fifty) for each dental unit;
- 3.2.19. expenses related to the deliberate purpose of receiving treatment in the insurance territory;
- 3.2.20. expenses or other liability in connection with the immunodeficiency virus, including AIDS and its consequences (complications);
- 3.2.21. expenses incurred as a result of the Insured's military service in the armed forces of any country;
- 3.2.22. non-medical expenses incurred, for example, telephone conversations, except for cases of telephone/fax communication with the Insurer or the Insurer's representative (within KZT 7,000 (seven thousand) due to the occurrence of an insured event;
- 3.2.23. costs associated with the provision of additional comfort, i.e.: 12 (one or two) bed rooms, luxury rooms, TV, telephone, air conditioning, humidifier, hairdresser, masseur, cosmetologist, interpreter, etc., as well as transfer to a more expensive clinic at the request/desire of the Insured;
- 3.2.24. expenses related to the commission or attempt to commit an unlawful act that entailed an administrative penalty or criminal prosecution against the Insured under the current legislation of the country of temporary residence;
- 3.2.25. expenses, other liability related to the disease or consequences (complications) of viral hepatitis, except for hepatitis "A" and "E";
- 3.2.26. expenses related to the treatment of the Insured and/or care for him/her, performed by his/her relatives, regardless of whether they are certified medical professionals;
- 3.2.27. expenses related to the provision of services by a medical institution (physician) that does not have the appropriate license, or if at the time of the provision of medical care the license was suspended;
- 3.2.28. expenses related to the provision of medical care to the Insured, if such assistance was provided by a physician of a sports team or provided by the organizers of competitions or training camps, in case of a trip abroad for the purpose of participating in sports competitions and training camps;
- 3.2.29. expenses incurred in the event of an accident that occurred before the beginning of the insurance period and after its expiration, as well as expenses incurred after the return of the Insured to the country of permanent residence;
- 3.2.30. expenses incurred during the term of the Contract but as a direct consequence of hostilities, war with another State, occupation of territory, act of aggression, armed incidents (whether or not war has been declared), civil war, insurrection, revolution, riot, strike, civil disorder, military coup d'état or usurpation of power, sabotage by groups or individuals acting on behalf of or interacting with political organizations, conspiracy against an existing de jure or de facto government or authority;
- 3.2.31. expenses incurred by the Insured as a passenger during road and rail crossings and air travel in any means of transport not belonging to the registered carrier;
- 3.2.32. expenses related to compensation for moral damage, lost profits and payment of a penalty;
- *3.2.33.* expenses for transportation not related to emergencies;
- 3.2.34. expenses for the analysis of the PCR test for the diagnostics of COVID-19;
- 3.2.35. expenses for outpatient treatment of COVID-19 disease;



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3.2.36. other expenses not related to the occurrence of events provided for by paragraph 2.1 of Article 2 of Section 2 of the Regulations.

#### Article 4. Actions of the Policyholder/Insured if an event with the signs of an insured event occurs

- 4.1 If an event with the signs of an insured event occurs, the Policyholder/Insured (his/her representative) shall immediately, prior to receiving medical services, notify the Service Company or the Insurer by the phone numbers specified in the Contract to agree on the initiation of medical and/or medical transportation assistance and the costs associated with it. In this case, the following should be informed:
  - surname and first name of the Insured;
  - the number of the Contract;
  - a description of the circumstances of the incident and the nature of the assistance required;
  - location of the Insured and contact phone number for feedback.
- In case of objective impossibility to notify about the Insured's health, the Policyholder/Insured (his/her representative) shall notify the Service Company or the Insurer within 12 (twelve) hours by phone numbers specified in the Contract. At the same time, the Insurer, if the event is recognized as an insured event, shall reimburse the expenses incurred by the Insured within 70% of the paid amount (payments).
- 4.3 The Insured shall send a copy of the Contract to the Service Company, or an electronic version of the Contract, if the Contract was purchased on the Insurer's website, and a copy of the passport with a page indicating the period of stay of the Insured in the insurance territory.
- 4.4 Payment for a telephone call of the Policyholder/Insured (his/her representative) with the Service Company related to the occurrence of an insured event shall be made by the Insurer upon presentation of a printout of telephone conversations.
- 4.5 In case of non-compliance with the above conditions by the Policyholder/Insured, the Insurer shall not cover the costs in connection with the insured event, and shall not make settlements with medical institutions and the Policyholder/Insured.
- 4.6 In order to organize medical transportation to a permanent place of residence, in addition to those specified above, the following conditions shall be met:
- 4.6.1. the Insured (his/her representative) shall be obliged to inform the service company or the Insurer on the surname, name, address and telephone number of the attending physician (or clinic) within 3 (three) days from the date of occurrence of the insured event;
- 4.6.2. the medical team of the Service Company shall have free access to the Insured to examine his/her condition. If this condition is not provided through the fault of the Insured, then he/she is deprived of the right to receive medical care for this risk.

#### Article 5. List of Documents Confirming the Occurrence of an Insured Event and the Amount of Damage

- 5.1. In the event that the Insured has paid for medical services in cash, having agreed with the Service Company or the Insurer, the Policyholder/Insured shall submit the following documents to the Insurer as confirmation of the occurrence of the insured event:
- 5.1.1. Application for an insured event with a detailed description of the circumstances of the occurrence of the insured event;
- 5.1.2. the original Contract;
- 5.1.3. a copy of an identity document (passport, certificate of a stateless person), IIN;
- 5.1.4. originals of fiscal receipts;
- 5.1.5. original sales receipts, invoices, payment receipts indicating the name of each medicine, procedure, physicians' appointment, their quantity and cost;
- 5.1.6. prescriptions of the attending physician for the administration of medicines, undergoing procedures, appointments with physicians for which invoices have been issued;
- 5.1.7. originals of medical reports;
- 5.1.8. original documents confirming the cost of specialized medical transport;
- 5.1.9. documents confirming the call to the Service Company (printouts of telephone conversations)
- 5.1.10. other documents required by the Insurer as evidence confirming the amount of expenses incurred;
- 5.1.11. notarized translation of documents into Russian or the state language;
- 5.1.12. documents of the competent authorities confirming the fact, circumstances of the occurrence of the insured event.
- 5.1.13. confirmation of a positive PCR test and/or a physician's conclusion with a diagnostics of COVID-19 during the period of insurance coverage if the Insurance Contract includes an additional risk of COVID; in the case of a negative PCR test, the conclusion of a physician with a diagnosis of COVID shall have the advantage;



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5.2. An application for consideration of the issue of reimbursement of expenses for an event with the signs of an insured event shall be submitted to the Insurer in writing within 5 (five) calendar days from the date of arrival in the territory of the Republic of Kazakhstan.

#### Article 6. Procedure, Conditions and Terms of Payment of the Insurance Benefit

- 6.1 If the Insured used medical services organized through the Service Company, the Service Company shall send an invoice with supporting documents directly to the Insurer which shall settle the loss and make calculations.
- 6.2 If the Insured pays the costs independently, the Insurer shall reimburse him/her for these expenses in compliance with the requirements provided for by the Regulations/Contract.
- At the same time, the calculation of the insurance benefit shall be made based on the originals of invoices and receipts at the exchange rate of foreign currencies of the National Bank of the Republic of Kazakhstan established at the time of conclusion of the Contract. If the foreign currency exchange rate of the National Bank of the Republic of Kazakhstan on the day of insurance benefit exceeds the rate established at the time of conclusion of the Contract, the calculation of the insurance benefit shall be made at the rate established at the time of conclusion of the Contract.
- The insurance benefit shall be made not later than 15 (fifteen) business days from the date of submission by the Policyholder of all the necessary documents provided for in the Contract/Regulations.
- In the event of an insured event, the Insurer shall be liable in the amount of actual expenses, but not more than the insurance amount provided for in the Contract. In case of payment of the insurance benefit, the Insurer shall continue to be liable until the end of the term of the Contract within the difference between the relevant insurance amount stipulated in the Contract and the amount of insurance benefits under the Contract, unless otherwise stipulated in the Contract.
- 6.6 If the terms of the Contract provide for an unconditional deductible, the damage in all cases is compensated minus the established amount. And if the amount of damage does not exceed the amount of the deductible, then the insurance benefit shall not be paid.
- 6.7 For the additional risk of COVID, the insurance benefit shall be paid within the limit established under the Insurance Contract.
- 6.8 The insurance benefit shall be paid by transferring money to the Beneficiary's bank account.
- The Insurer shall pay a penalty to the Policyholder/Insured/Beneficiary in the amount provided for by Article 353 of the Civil Code of the Republic of Kazakhstan for untimely payment of insurance benefit.

#### Article 7. Refusal to Pay an Insurance Benefit

- 7.1. The Insurer shall be entitled to partially or completely refuse to pay an insurance benefit in the event of:
- 7.1.1. violation by the Policyholder/Insured of the terms of the Contract, the Regulations and the current legislation of the Republic of Kazakhstan;
- 7.1.2. if the Policyholder/Insured had the opportunity, under the procedure established by the current legislation of the Republic of Kazakhstan, but did not submit the documents and information required to establish the causes, nature of the insured event and its connection with the result (consequences) within the period established in the Contract, or provided knowingly false evidence;
- 7.1.3. failure of the Policyholder/Insured to take measures to eliminate the facts found by the Insurer that increase the probability of occurrence of an insured event;
- 7.1.4. if the Policyholder when entering into the Contract, knowingly pursued the goal of obtaining improper benefits, including its conclusion after the occurrence of an insured event;
- 7.1.5. provision by the Policyholder of inaccurate/false information to the Insurer when concluding the insurance contract. The basis for refusal to pay an insurance benefit is also the provision by the Insured of inaccurate information about the location of the Insured at the time of conclusion of the insurance contract (being in the territory of the Republic of Kazakhstan or abroad).
- 7.1.6. on other grounds provided for by the legislation of the Republic of Kazakhstan, the Contract and the Regulations.

#### **SECTION 3 LUGGAGE INSURANCE**

#### Article 1. Insurance object

1.1 The insurance object is the property interests of the Insured related to the loss of or damage to checked luggage (hereinafter referred to as "luggage" or "property") of the Insured during the trip when the responsibility for the safety of the luggage during its transportation has passed under the responsibility of the carrier.



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- 1.2 The terms and conditions of luggage insurance shall apply to all luggage of the Insured, except for the following property:
- 1.2.1. money, jewelry, securities, bank cards, discount and other cards;
- 1.2.2. precious metals in ingots, precious and semi-precious stones without settings;
- 1.2.3. antique and unique items, works of art and collection items (collections of any homogeneous items (stamps, calendars, badges, plants, etc.) of both scientific, historical or artistic interest, and collected for amateur purposes);
- 1.2.4. travel documents, passports and any types of documents, slides, photographs, film copies;
- 1.2.5. manuscripts, plans, diagrams, drawings, models, business papers;
- 1.2.6. any types of prostheses;
- 1.2.7. contact lenses;
- 1.2.8. wristwatches and pocket watches;
- 1.2.9. animals, plants and seeds;
- 1.2.10. means of automobile, motorcycle, bicycle transport, air and water transport, as well as spare parts (any units, parts, parts and accessories) to them;
- 1.2.11. objects of religious worship.
- 1.3 The terms and conditions of luggage insurance shall also apply to sports equipment, except for cases when the Insured uses it for its intended purpose during sports.

#### **Article 2. Insured events**

- 2.1 An insured event is an actual event, sudden, unforeseen and unintentional resulted in a loss (loss, total destruction) or damage to checked luggage handed over under the carrier's responsibility.
- 2.2 The fact of loss of or damage to luggage that was not reported to the officials of the airline, sea line or other carrier within 24 (twenty-four) hours from the moment of discovery of the fact of loss or damage to luggage shall not be recognized as an insured event.

#### **Article 3. Procedure for Determination of Insurance Amounts**

- 3.1 The insurance amount for luggage insurance shall be established by the Insured in agreement with the Insurer and shall be specified in the Contract.
- 3.2. The insurance amount specified in the Contract is the maximum amount that can be paid by the Insurer. The insurance amount is reduced by the amount of payment for each claimed insured event.

#### Article 4. Exclusions from Insured Events under Section 3. Insurance Limitations

- 4.1 The insurance shall not cover:
- 4.1.1. damage or expense caused by delay in delivery or the special properties or natural qualities of the insured luggage, normal wear and tear, natural deterioration, mold and rodents;
- 4.1.2. damage caused by electrical or mechanical failure of audio or video equipment and other similar items, except when it is caused by fire or accident of a motor vehicle, railway, ship or aircraft carrying such items;
- 4.1.3. breaking or damaging of alcoholic beverages, as well as articles made of earthenware, porcelain, glass, musical instruments and other fragile items, except for cases when it is caused by fire, theft or accident of a motor vehicle, railway, water or aircraft carrying such items;
- 4.1.4. damage caused by consumables, acids, paints, aerosols, medicines and any liquids carried in luggage, as well as damage caused by them;
- 4.1.5. seizure, confiscation, requisition, arrest or destruction of the insured property (luggage) by order of state bodies.

#### Article 5. Actions of the Policyholder/Insured when an Event with the Signs of an Insured Event Occurred

- 5.1 When an Event with the Signs of an Insured Event Occurred, the Policyholder/Insured shall:
- 5.1.1. inform the officials of the carrier, airport, bus and railway station, under whose responsibility the checked luggage was, within 24 (twenty-four) hours from the moment of detection of the fact of loss or damage to luggage;
- 5.1.2. properly formalize your claims against the carrier, receive a document confirming the fact of loss or damage to luggage and a document confirming the amount of damage to property in case of loss or partial damage to luggage from the carrier's officials;
- 5.1.3. keep the damaged property in the form in which it turned out to be after the occurrence of the insured event, if this does not lead to an increase in damage, until the Insurer makes a decision to pay an insurance benefit or to refuse to pay an insurance benefit. The Policyholder shall be entitled to restore/destroy property before the specified moment only with the prior written consent of the Insurer;
- 5.1.4. ensure the participation of the Insurer in examining the damaged property and determining the extent of the damage caused to the extent available to the Policyholder;



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- 5.1.5. provide the Insurer with all the information and the documentation available to the Insurer, allowing to judge the causes, course and consequences of the insured event, the nature and extent of the damage caused;
- 5.1.6. bear the burden of proving the occurrence of the insured event, as well as the losses caused by it, including the costs of payment for the expertise, the visit of experts to the scene of the accident, the involvement and consultation of specialists (if necessary), the collection of necessary documents, etc.

#### Article 6. List of Documents Confirming the Occurrence of an Insured Event and the Amount of Losses

- 6.1 The following documents shall be attached to the application for insurance benefit payment:
- 6.1.1. the original Contract;
- 6.1.2. original documents confirming the occurrence of the insured event with a notarized translation into Russian and the state languages;
- 6.1.3. a document confirming the fact of loss or damage to luggage and a document confirming the amount of damage to property in case of loss or partial damage to luggage from the carrier's officials with a notarized translation into Russian and the state languages;
- 6.1.4. luggage receipt;
- 6.1.5. certificate made by the carrier on the loss or damage of luggage;
- 6.1.6. a list of lost or damaged property of the Policyholder/Insured;
- 6.1.7. documents confirming the expenses incurred by the Policyholder/Insured in order to prevent or reduce losses in the event of an insured event if any.
- 6.1.8. passport or certificate of a stateless person with border control marks on crossing the State Border of the Republic of Kazakhstan;
- 6.1.9. copy of the customs declaration certified by the authorized body indicating the lost/damaged property;
- 6.1.10. other documents required to establish the circumstances of the occurrence of the insured event and the losses caused by it.
- 6.2 If the submitted documents and information do not contain the information required to make a decision on the insurance benefit, including to determine the amount of damage caused to be compensated under the insurance agreement, to establish the nature, causes and circumstances of the insured event that caused the damage, the Insurer's exercise of the right of claim against the person who caused the damage (responsible for causing the damage), and also contain contradictory information, the Insurer shall be entitled to request additional information by sending a reasoned letter to the Policyholder/Beneficiary explaining the reasons for requesting information required to make an informed decision on insurance benefit/refusal in insurance benefit.

## Article 7. Procedure, Conditions and Terms of Payment of the Insurance Benefit

- Payment of insurance indemnity in case of insurance shall be made in tenge in the amount equivalent to US\$ 40 (forty) for each kilogram of the weight of the lost luggage, but not more than the established insurance amount, unless otherwise provided by the contract.
- 7.2 If the Insured has received compensation from third parties for the lost luggage, the Insurer shall pay only the difference between the amount payable under the Insurance Contract and the amount received from third parties. The Insurer shall pay the insurance benefit or send the Insured a written reasoned refusal to pay the insurance benefit within 15 (fifteen) banking days from the date of receipt of all required documents.

#### SECTION 4 INSURANCE OF EXPENSES RELATED TO THE CANCELLATION OF A TRIP ABROAD

#### Article 1. Insurance object

1.1 The insurance object is the property interests of the Insured related to the expenses incurred due to the inability to travel outside the territory of the Republic of Kazakhstan.

#### Article 2. Insured events

- 2.1 An insured event is an accomplished event provided for in the Contract, upon the occurrence of which the Insurer's obligation to pay an insurance benefit arises.
- 2.2 The insured event is the inability of the Policyholder to make a tourist trip outside the Republic of Kazakhstan which took place during the period of validity of the Contract and confirmed by documents issued by the competent authorities, due to:
- 2.2.1. death, illness, injury of the Insured or his/her close relative, as well as his/her spouse which occurred in the period not earlier than the date of conclusion of the Contract until the date of departure specified in the tourist voucher (travel document) and subject to the need for treatment in a hospital;



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- 2.2.2. damage or loss of the Insured's property as a result of fire or illegal actions of third parties that occurred during the period of validity of the insurance cover which was the objective reason for the inability to travel;
- 2.2.3. receipt of an urgent call for the performance of military duties by the Insured.
- 2.3 At the same time, the insured event is recognized as such if the trip was canceled only in the territory of the Republic of Kazakhstan and the insurance benefit shall be paid for the first insured event.

#### **Article 3. Procedure for Determination of Insurance Amounts**

3.1 The insurance amount is the actual expenses incurred by the Insured for the purchase of a package of travel services and/or travel documents.

#### Article 4. Exclusion from insured events and limitation of insurance

- 4.1 Insured events are not events that resulted in the inability of the Insured to make a tourist trip outside the Republic of Kazakhstan due to:
- 4.1.1. intent or gross negligence of the Policyholder/Insured;
- 4.1.2. alcoholic, narcotic or toxic intoxication of the Insured;
- 4.1.3. suicide (suicide attempt) of the Insured;
- 4.1.4. epidemics, quarantines, weather conditions;
- 4.1.5. liquidation of a tourist organization;
- 4.1.6. non-fulfillment or improper fulfillment of obligations of the travel organization and its counterparties;
- 4.1.7. force majeure or natural disaster.
- 4.1.8. commission by the Policyholder (Insured) of illegal actions that are in a direct causal relationship with the occurrence of the insured event.
- 4.2 Besides, any cancellation of a trip that was contraindicated to the Insured for health reasons and due to:
- 4.2.1. exacerbation of chronic diseases, mental disorders or mental illnesses;
- 4.2.2. the state of pregnancy, except in cases of sudden complications (in all cases, the gestational age should not exceed three months);
- 4.2.3. planned hospitalization.

#### Article 5. Actions of the Policyholder/Insured if an event with the signs of an insured event occurs

- 5.1 If an event with the signs of an insured event occurs, the Policyholder/Insured/Beneficiary (his/her representative) or his/her heir shall notify the Insurer in writing not later than 3 (three) calendar days from the date of occurrence of the insured event. The Application shall indicate the nature and circumstances of the occurrence of the insured event. The Application shall be accompanied by all the documents required to establish the nature of the insured event, as well as payment documents evidencing the expenses incurred from the travel company, transport company, contract for the provision of tourist services (if any).
- 5.2 If it is impossible to travel outside the territory of the Republic of Kazakhstan due to damage to the property of the Insured as a result of fire, damage to the property of the Insured by third parties, only if such damage to property objectively prevents the Insured from making a previously planned trip outside the territory of the Republic of Kazakhstan.

#### Article 6. List of Documents Confirming the Occurrence of an Insured Event and the Amount of Losses

- 6.1 If it is impossible to travel outside the territory of the Republic of Kazakhstan due to death, illness or injury of the Insured, as well as persons specified in subparagraph 2) of paragraph 2.2 of Article 2, Section 4 of the Regulations, the Beneficiary shall submit to the Insurer:
- 6.1.1. a notarized copy of the death certificate;
- 6.1.2. a medical report on the disease or harm to health;
- 6.1.3. documents confirming the Beneficiary's kinship with the Insured or with a person due to which the Insured is unable to travel;
- 6.1.4. documents of the competent authorities;
- 6.1.5. the original Contract;
- 6.1.6. original documents confirming the occurrence of the insured event.
- 6.2 If the submitted documents and information do not contain the information required to make a decision on the insurance benefit, including to determine the amount of damage caused to be compensated under the insurance agreement, to establish the nature, causes and circumstances of the insured event that caused the damage, the Insurer's exercise of the right of claim against the person who caused the damage (responsible for causing the damage), and also contain contradictory information, the Insurer shall be entitled to request additional information



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by sending a reasoned letter to the Policyholder/Beneficiary explaining the reasons for requesting information required to make an informed decision on insurance benefit/refusal in insurance benefit.

6.3 The Insured shall provide the Insurer with the opportunity to conduct a medical examination of himself/herself or the person due to which the Insured cannot travel.

#### Article 7. Procedure and Conditions for Payment of the Insurance Benefit

- 7.1 The Insurer shall, within the established insurance amount, cover the actual losses incurred by the Insured in connection with the latter's failure to travel outside the territory of the Republic of Kazakhstan. The amount of expenses incurred shall be established upon presentation of the relevant documents from the travel company which make it possible to determine the amount of the withheld funds of the Insured under the rates of penalties established in the contract for the provision of travel services.
- 7.2 If the planned trip of the Insured provides for a flight with transfers (transit), the insurance benefit shall be paid only for 1 (first) trip (ticket before the first transfer), taking into account clause 7.1. of the Contract.
- 7.3 The insurance benefit shall be paid within 15 (fifteen) banking days from the date of receipt from the Insured of the last of the documents provided for in the Contract.

# SECTION 5 INSURANCE OF CIVIL LIABILITY OF THE POLICYHOLDER (INSURED) FOR THE PERIOD OF STAY ABROAD

#### Article 1. Insurance object

1.1 The insurance object is the property interests of the Insured related to the obligation of the latter, under the procedure established by the legislation in force in the insurance territory, to compensate for harm to life/health and/or damage to the property of third parties (hereinafter referred to as the "Victims"/"Beneficiaries") as a result of unintentional and unintentional actions of the Insured.

#### **Article 2. Insured events**

- 2.1. The insured event, in which the Insurer shall be obliged to pay an insurance benefit to the Beneficiary, is the fact of the Insured's liability for causing harm to life/health and/or damage to the property of third parties by the Insured, as a result of which the Insured has an obligation to compensate for such damage (harm) based on the legislation in force in the insurance territory.
- 2.2. At the same time, the Insurer's obligation to pay an insurance benefit arises only in the event of unintended and unintentional infliction of damage by the Insured to third parties in the territory specified in this Contract and within the period specified in this Contract and resulting in:
- 2.2.1. causing harm to the life and (or) health of third parties;
- 2.2.2. destruction or damage to property belonging to third parties.
- 2.3. The fact of liability of the Policyholder/Insured for causing harm and damage to the Victim may be established based on the Policyholder's recognition of the Insured's claims for compensation of harm as justified and the Insurer's consent to the recognition of the claims by the Insured, or based on a court decision that has made force on compensation for harm caused by the Policyholder/Insured to the Victim.

#### Article 3. Expenses Reimbursed by the Insurer

- 3.1 In case of occurrence of an insured event during the trip under the insurance of civil liability of the Insured, the Insurer shall indemnify:
- 3.1.1. direct real property damage caused by the Insured to a third party as a result of damage (destruction), loss of property belonging to a third party on the right of ownership (or on other grounds provided for by the legislation in force in the insurance territory), within the actual value of the property or the cost of its restoration (repair);
- 3.1.2. physical harm caused to a third party, within the limits of:
  - the amount of expenses required for medical treatment;
  - the amount of the part of earnings that in the event of the death of the injured person was lost by persons who are dependent on him/her in the event of the death of the victim;
  - the amount of funeral expenses incurred in case of death of the victim through the fault of the Insured.
- 3.2 In any case, the amount of compensation in the event of an insured event provided for in this paragraph. 2.1 of Article 2 of Section 5 of the Regulations may not exceed the limit of the Insurer's indemnity for the amount of these expenses established in the Contract.



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3.3 At the same time, the Insurer's obligation to pay the insurance benefit arises only in the event of unintended and unintentional infliction of damage by the Insured to third parties in the territory specified in the Insurance Contract and during the period (specified in the insurance agreement) of his/her stay outside the permanent place of residence.

#### **Article 4. Exclusions for Insurance Protection.**

- 4.1 The insurance cover does not apply to:
- 4.1.1. any claims for damages exceeding the insurance amount or not covered under the Insurance Contract;
- 4.1.2. claims for damages caused outside the insurance territory established when entering into the Insurance Contract;
- 4.1.3. claims of the Policyholder/Insured who intentionally caused damage. Commission of an act or omission resulting in a high probability expected or deliberately allowed by the person responsible for such actions shall be treated as deliberately caused harm.
- 4.1.4. any claims for compensation for damage resulting from a nuclear explosion, nuclear reaction, radioactive or other contamination, radioactive contamination, exposure and other consequences of activities related to the use of nuclear fuel, as well as any pollution of the environment;
- 4.1.5. any claims or suits aimed to defend one's honor and dignity, as well as other similar claims for damages caused by the dissemination of untrue information that affects the credibility of individuals, organizations or other persons;
- 4.1.6. any claims related to the liability established by the current legislation of the country of residence of the Policyholder (Insured) or the Republic of Kazakhstan for the operation or other use of: airplanes, helicopters or other manned or unmanned flying objects; sea or river vessels or other floating objects; motor vehicles that are allowed to move on public roads only if they are officially registered and which must have state license plates;
- 4.1.7. requirements imposed by persons whose liability has been insured under the same Insurance Contract (including the requirements imposed by the Policyholder and the Insured), toward one another;
- 4.1.8. any claims for damages caused by war or military actions, regardless of whether a war was declared or not, civil war, insurrection, rebellion, popular unrest, the effect of mines, bombs, other weapons of war, the actions of armed formations or terrorists, any political organizations and persons acting in connection with them, confiscation, requisition, seizure, destruction or damage to property on the orders of state bodies and any political organizations;
- 4.1.9. claims resulting from infection with a sexually transmitted disease and/or AIDS;
- 4.1.10. any claims arising from the insolvency of the Policyholder (Insured);
- 4.1.11. losses incurred as a result of the imposition of fines, penalties and other sanctions (whether civil, criminal or contractual ones);
- 4.1.12. claims for compensation for non-pecuniary damage;
- 4.1.13. claims arising in connection with the fact, situation, circumstance, error or insurance event which were known to the Policyholder/the Insured on the effective date of the Insurance Contract, or the Policyholder/the Insured should have foreseen their potential to lead to a claim towards it;
- 4.1.14. damage or harm caused by the action or inaction of the Policyholder (Insured) in a state of intoxication of any form, caused by the use of alcohol, narcotic drugs or other intoxicating substances or the use of medicines for non-medical purposes;
- 4.1.15. claims for compensation of damage related to violation of intellectual property rights;
- 4.1.16. indirect losses of third parties including an increase in costs and loss of revenue caused by idle production, activities, etc. as a result of an insured event;
- 4.1.17. damage to or loss of property belonging to the Policyholder (Insured) under a power of attorney, or transferred to him/her for care or management, for the conduct of trade, professional or business activities;
- 4.1.18. damage related to the implementation of the professional activities of the Policyholder (Insured) under an agreement or contract;
- 4.1.19. conducting professional (labor) activities by the Insured under an employment or civil law contract;
- 4.1.20. liability of any kind arising directly or indirectly, or in part, as a result of pollution of the atmosphere, water or soil and other pollution of the environment;
- 4.1.21. any internal family relations of the Insured in relation to members of his/her family;
- 4.1.22. damage or loss of property belonging to the Insured and members of his/her family.

#### Article 5. Actions of the Parties if an Event with the Signs of an Insured Event Occurs.

#### Procedure for payment of the insurance benefit



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- 5.2 The Policyholder shall provide the Insurer with the following documents for the payment of the insurance indemnity:
- 5.2.1. Application for payment of insurance compensation in the form established by the Insurer;
- 5.2.2. original contract;
- 5.2.3. a decision of a judicial authority in respect of the Policyholder or the Insurer, establishing liability in compensation to third parties, containing the amounts to be reimbursed in connection with the occurrence of an insured event.
- 5.3 At the request of the Insurer, the Policyholder/Insured shall be obliged to provide additional documents and (or) information, if their absence makes it impossible to determine the fact of occurrence of the insured event, its consequences and the amount of damage caused.
- 5.4 If, at the time of occurrence of the insured event, the Policyholder's civil liability was also insured by other insurance organizations, the Insurer shall pay the insurance indemnity only in the amount proportional to the ratio of the limit of liability under the contract made by it to the total amount of obligations under all insurance contracts of the specified civil liability made by the Policyholder.
- In cases where the damage caused is compensated by other persons, the Insurer shall pay only the difference between the amount to be compensated under the insurance contract and the amount compensated by other persons.
- 5.6 The insurance indemnity shall be made within 15 (fifteen) working days after the Policyholder submits all the required documents and subject to the settlement of all issues about the fact, causes and amount of damage confirming the occurrence of the insured event.

#### SECTION 6 PASSPORT LOSS OR THEFT INSURANCE

#### Article 1. Insurance object

- 1.1 The insurance object is the property interests of the Insured related to the loss of the Insured's passport during the trip when the Insured is outside the Republic of Kazakhstan.
- 1.2 This section applies directly to the Insured.

#### Article 2. Insured events

- 2.1 An insured event is a sudden, unforeseen and unintentional event that actually occurred, as a result of which the loss or disappearance of the insured's passport occurred.
- 2.2 The fact of loss or disappearance of a passport that was not reported to the service company (assistance) or the Insurer is not recognized as an insured event.

#### Article 3. Procedure for Determination of the Insurance Amount.

- 3.1 In case of insurance of loss of passport, the insurance amount may not exceed the actual expenses incurred by the Insured in connection with the loss of the passport.
- 3.2 The Insurer shall cover transportation costs associated with the trip to the nearest Embassy/Consulate of the Republic of Kazakhstan or another country providing consular assistance to citizens of the Republic of Kazakhstan. In this case, the insurance benefit shall be paid within Euro 300 (three hundred).

#### **Article 4. Exclusions from Insured Events. Insurance Limitations**

- 4.1 The insurance shall not cover:
- 4.1.1. damage or expense caused by wear and tear, natural degradation, damage caused by mold and rodents;
- 4.1.2. seizure, confiscation, requisition of a passport by order of authorized officials and state bodies both in the territory of the Republic of Kazakhstan and in the insurance territory.
- 4.2 The Insured has not reported the fact of theft or loss of the document to the police within 24 (twenty-four) hours from the moment of discovery of the loss or theft of the document and does not have a police protocol as its confirmation.

#### Article 5. Actions of the Policyholder/Insured when an Event with the Signs of an Insured Event Occurred



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- 5.1 If an event with the signs of an insured event occurs, the Policyholder/Insured shall be obliged to inform the Service Company (assistance) or the Insurer within 24 hours from the moment of discovering the fact of loss, disappearance of the passport;
- 5.2 In this case, the following information should be provided:
  - surname, first name of the Insured;
  - the number of the Contract;
  - a description of the circumstances of the incident and the nature of the assistance required;
  - location of the Insured and contact phone number for feedback.

#### Article 6. List of Documents Confirming the Occurrence of an Insured Event and the Amount of Losses

- 6.1 The following document shall be attached to the application for insurance benefit:
- 6.1.1. the original Contract;
- 6.1.2. original documents confirming the occurrence of the insured event with a notarized translation into Russian and the state languages;
- 6.1.3. a document confirming the loss of the passport and a document confirming the amount of expenses incurred in connection with the loss of the passport;
- 6.1.4. documents confirming the expenses incurred by the Policyholder/Insured in order to prevent or reduce losses in the event of an insured event if any.
- 6.1.5. other documents required to establish the circumstances of the occurrence of the insured event and the losses caused by it.
- 6.2 If the submitted documents and information do not contain the information required to make a decision on the insurance benefit, including to determine the amount of damage caused to be compensated under the insurance agreement, to establish the nature, causes and circumstances of the insured event that caused the damage, the Insurer's exercise of the right of claim against the person who caused the damage (responsible for causing the damage), and also contain contradictory information, the Insurer shall be entitled to request additional information by sending a reasoned letter to the Policyholder/Beneficiary explaining the reasons for requesting information required to make an informed decision on insurance benefit/refusal in insurance benefit.

#### **Article 7. Amount of the Insurance Benefit**

7.1. The insurance benefit for damage to the property of the Insured shall be paid in the amount of actual damage based on documents confirming the amount of expenses incurred by the Insured, but not more than the insurance amount established in the Contract.



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Annex No. 1.

Approved by the Board of Directors Oil Insurance Company JSC Minutes No. 02-01/27 dated October 31, 2023

Conditions for the provision of consultative and diagnostic services within the framework of voluntary comprehensive insurance of expenses of persons traveling abroad (additional "Check-up" service for the host country - Turkey)

- Under these Terms and Conditions for the provision of consultative and diagnostic services (hereinafter referred to as the "Check up Terms"), the Insurer shall enter into Voluntary Comprehensive Insurance Contracts with individuals and legal entities for the costs of persons traveling abroad with the additional "Check up" service to receive consultative and diagnostic medical services under the "Check up" Insurance Program (hereinafter referred to as the "Program") for the host country – Turkey.
- 2. The insurance contract under these "Check-up Conditions" is made only through an underwriting application.
- 3. The service company (Assistance) within the scope of these Check up Terms is MAXXI SAĞLIK TURİZM OTELCİLİK EMLAK LTD. ŞTİ LLP, located at Altinkum District, Gazi Mustafa Kemal Boulevard, Yurt Plaza No80, Inner Door No11 Konyaalti/Antalya. Round-the-clock Assistance phone number +90 533 3919880. Working hours of the Assistance office: Mon-Fri 08.00-20.00, Sat and Sun-day off. Time- Republic of Turkey, Antalya.
- 4. The territory of the additional "Check up" service is the Republic of Turkey.
- 5. An insured event is the Insured's application to Assistance during the term of the Contract to receive consultative and diagnostic medical services provided for by the Program.
- 6. Services under each of the Programs are provided based on medical institutions at the Policyholder's choice from among those offered by the Insurer and in agreement with it.
- 7. List of medical institutions is specified in the Insurance Contract.
- 8. The "Check up" insurance program within the framework of these "Check up Terms" may be provided under the Contract by one of the following Programs:
  - 8.1. PREMIUM FOR WOMEN
  - 8.2. PREMIUM FOR MEN
  - 8.3. DETAILED FOR WOMEN
  - 8.4. DETAILED FOR MEN
  - 8.5. HEALTH FOR ALL, MEN
  - 8.6. HEALTH FOR ALL, CHECK-UP, WOMEN (OVER 40 YEARS OLD)
  - 8.7. HEALTH FOR ALL, CHECK-UP, Women (UP TO 40 YEARS OLD)
  - 8.8. HEALTHY GENERATION
  - 8.9. ONCOLOGICAL, WOMEN (up to 40 years old)
  - 8.10. ONCOLOGICAL, WOMEN (over 40 years old)
  - 8.11. ONCOLOGICAL MEN
  - 8.12. HEALTHY HEART
  - 8.13. UNIVERSAL FOR WOMEN, (OVER 40)
  - 8.14. UNIVERSAL FOR MEN, (OVER 40)
  - 8.15. UNIVERSAL FOR WOMEN, UP TO 40 YEARS OLD
  - 8.16. UNIVERSAL FOR MEN, UP TO 40 YEARS OLD
  - 8.16.1. Additional packages (cannot be sold separately)
  - 8.16.1.1. My Healthy Heart
  - 8.16.1.2. Bone Health Screening Package
  - 8.16.1.3. Breast Health Package
  - 8.16.1.4. My Vascular Health Carotidt
  - 8.16.1.5. Neurological Screening Package
  - 8.16.1.6. My Vascular Health Veins
  - 8.16.1.7. Breast Health Package (Mammography)
  - 8.16.1.8. Digestive System Screening
  - 8.17. VIP CHECK UP FOR MEN



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- 8.18. VIP CHECK UP FOR WOMEN
- 8.19. CHECK-UP FOR MEN OVER 40 YEARS OLD
- 8.20. CHECK-UP FOR WOMEN OVER 40 YEARS OLD
- 8.21. CHECK-UP FOR MEN UNDER 40 YEARS OLD
- 8.22. CHECK-UP FOR WOMEN UNDER 40 YEARS OLD
- 8.23. CHILDREN'S CHECK-UP
- 8.24. DETAILED CHILDREN'S CHECK-UP
- 8.25. GENERAL STANDARD CHECK-UP
- 8.26. COST-EFFECTIVE CHECK-UP
- 8.27. WOMEN'S DETAILED CHECK-UP
- 8.28. MEN'S DETAILED CHECK-UP
- 8.29. CARDIOLOGICAL CHECK-UP
- 9. Each Program has its own standard insurance coverage, a certain insurance amount and the volume of services provided.
- 10. Services under the "Check up" insurance programs are provided within the framework of consultative and diagnostic assistance.
- 11. General exclusions from insured events under these "Check up Terms":
  - 11.1. The following events are not insured events under the "Check up" Insurance Programs and the Insurer is not responsible for them:
  - 11.1.1. expenses not provided for by the Program;
  - 11.1.2. receipt of medical services before the start of the insurance cover or after the expiration of the contract;
  - 11.1.3. receipt of medical services in excess of the specified volume provided for by the Program.
  - 11.2. The Insurer is not responsible for the quality of medical services received.
- 12. Other relations of the parties not provided for by these Check up Terms are governed by the Insurance Regulations and the current legislation of the Republic of Kazakhstan.