

## JSC “Kazakh Corporation of Health and Medical Insurance “Interteach”

**APPROVED BY:**

the Board of Directors of JSC “Kazakh Corporation of Health and Medical Insurance “Interteach”

(Protocol No. \_\_\_\_ dated «\_\_» \_\_\_\_\_ 2018)

\_\_\_\_\_ Dzhundubaeva S. O.

Chairman of the Board of Directors

**SEEN AND APPROVED BY:**

the Chairman of the Management Board of JSC “Kazakh Corporation of Health and Medical Insurance “Interteach”

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### **RULES**

#### **of compulsory insurance of tourists**

Edition	1
Copy number	

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**Almaty, 2018**

## 1. GENERAL PROVISIONS

- 1.1. The present Rules of compulsory insurance of tourists are based on the legislation of the Republic of Kazakhstan on compulsory insurance of tourists, the Constitution of the Republic of Kazakhstan and consists of the Civil Code of the Republic of Kazakhstan, the Law of the Republic of Kazakhstan "On compulsory insurance of tourists" and other regulatory legal acts of the Republic of Kazakhstan.

## 2. BASIC TERMS USED IN THE RULES

- 2.1. **assistance** - organization of assistance to an insured person by a company using technical, medical and other assistance in case of occurrence of an insured event;
- 2.2. **assistance company** - a legal entity that has concluded an agreement with an insurer to provide a tourist traveling abroad (insured) with an assistance within the terms of a compulsory insurance agreement for a tourist;
- 2.3. **gain acquirer** – the person who is a receiver of insurance payment in accordance with this Law;
- 2.4. **insurance event** - an event, with the onset of which a contract of compulsory insurance of civil liability of a tour operator or travel agent provides for the insurance payment to the insured (gain acquirer);
- 2.5. **insurance ombudsman** - an independent person in whatever he/she does, carrying out settlement of disputes between participants of the insurance market in accordance with the Law of the Republic of Kazakhstan "On insurance activities";
- 2.6. **insurance certificate** - a document certifying existence of valid insurance protection in respect of the insured and containing information about conditions of insurance coverage for insurance risks accepted for insurance issued by the insurer to confirm conclusion of the insurance contract (insurance policy);
- 2.7. **insured amount** – sum of money on which the object of insurance is insured and which represents the limit volume of responsibility of the insurer upon occurrence of the insured accident;
- 2.8. **insurance premium** - the amount of money that the insured is obliged to pay to the insurer for the latter to make an obligation to make the insurance payment to the insured (gain acquirer) in the amount determined by the tourist insurance contract;
- 2.9. **insurance payment** - the amount of money paid to the insured (gain acquirer) by the insurer within the insured amount upon the occurrence of the insured event;
- 2.10. **insurer** - Joint-Stock Company “Kazakh Corporation of Health and Medical Insurance “Interteach”, which is obliged to make the insurance payment to the insured (gain acquirer) upon the occurrence of the insured event to the extent specified by the contract (insured amount);
- 2.11. **insured** - a tourist traveling abroad;
- 2.12. **insurer** - a tour operator in the sphere of outbound tourism, which has concluded the contract of compulsory insurance of the tourist with the insurer in favor of the insured;
- 2.13. **travel agent** - a person or entity engaged in entrepreneurial activities to promote and implement a tourist product, formed by a travel agent in the field of outbound tourism;
- 2.14. **compulsory tourist insurance** - a set of relations for protection of property insurers of the insured, associated with the risk of unforeseen expenses due to events specified in these Rules.

## 3. OBJECT OF INSURANCE

- 3.1. The object of compulsory insurance of a tourist is property interest of the insured, his/her life, whose health has been injured as a result of occurrence of insured events specified in these Rules.

## 4. INSURANCE AMOUNT AND INSURANCE PREMIUM

### 4.1. Insurer's liability limits:

No.	Events recognized as the insured events and types of expenses to be reimbursed	Insurer's liability limits (insured amount) (in US dollars/euro)		
		Program 1	Program 2	Program 3
1	Accident:			

1.1	expenses for inpatient and outpatient treatment, including expenses for medical services, diagnostic tests, medicines prescribed by attending physician, drugs, specialist dressings and fixation devices (plaster, bandage); transportation expenses of the insured to a medical institution under emergency and urgent circumstances; expenses for emergency medical transportation from the country (place) of temporary stay to the Republic of Kazakhstan, including expenses for support of medical personnel (if the insured cannot independently return to the place of residence in the Republic of Kazakhstan for medical reasons); cost of organizing return of funerary urn or body (remains), including costs of thanatopsy, embalming of dead body and its stay in a morgue, purchase of a coffin, preparation of documents for transportation to the territory of the Republic of Kazakhstan;	10 000	30 000	50 000
1.2	expenses for dental examination, X-ray examination, removal or filling of teeth as a result of an injury resulting from an accident;	100	300	300
1.3	cost of a travel document (ticket) for a single adult close relative to the place of inpatient treatment of the insured traveling alone or with young children, if condition of health of the insured is assessed as critical and threatening life by the attending physician and medical representative of the company's assistance, and the duration of stay in a medical institution exceeds ten calendar days;	800	1 000	1 200
1.4	expenses for transportation of children of minority age, elderly close relatives of the insured, who remained in the insurance territory unattended as a result of an insured event that occurred to the insured;	800	1 000	1 200
1.5	expenses for payments for messages, telephone calls and other communication services provided to the insurer, assistance of the company; expenses on stay of the insured in a hotel from the date of his/her discharge from a hospital until the date of his/her departure to the territory of the Republic of Kazakhstan, but not more than five calendar days; costs associated with cancellation or exchange of travel documents; expenses related with refusal of the hotel's reserved room, as well as other tourist services provided to the insured for the unused part of stay abroad.	800	1 000	1 200
2.	sudden acute illness, sharp deterioration in condition of health and (or) exacerbation of a chronic disease, requiring emergency and urgent medical care to prevent essential health damage or eliminate a threat to life:			
2.1	expenses for inpatient and outpatient treatment, including expenses for medical services, diagnostic tests, medicines prescribed by attending physician, drugs, specialist dressings and fixation devices (plaster, bandage);	10 000	30 000	50 000

	transportation expenses of the insured to a medical institution under emergency and urgent circumstances; costs of emergency medical transportation from a foreign state to the Republic of Kazakhstan, including expenses for support of medical personnel (if the insured cannot independently return to the place of residence in the Republic of Kazakhstan for medical reasons); cost of organizing return of funerary urn or body (remains), including costs of thanatopsy, embalming of dead body and its stay in a morgue, purchase of a coffin, preparation of documents for transportation to the territory of the Republic of Kazakhstan;			
2.2	expenses for outpatient treatment, including cost of medical services, transportation of the insured to a medical institution under emergency and urgent circumstances in case of complications across pregnancy;	300	500	600
2.3	cost of a travel document (ticket) for a single adult close relative to the place of inpatient treatment of the insured traveling alone or with young children, if condition of health of the insured is assessed as critical and threatening life by the attending physician and medical representative of the company's assistance, and the duration of stay in a medical institution exceeds ten calendar days;	800	1 000	1 200
2.4	expenses for transportation of children of minority age, elderly close relatives of the insured, who remained in the insurance territory unattended as a result of an insured event that occurred to the insured;	800	1 000	1 200
2.5	expenses for payments for messages, telephone calls and other communication services provided to the insurer, assistance of the company; expenses on stay of the insured in a hotel from the date of his/her discharge from a hospital until the date of his/her departure to the territory of the Republic of Kazakhstan, but not more than five calendar days; costs associated with cancellation or exchange of travel documents; expenses related with refusal of the hotel's reserved room, as well as other tourist services provided to the insured for the unused part of stay abroad.	800	1 000	1 200

- 4.2. The maximum amount of liability of the insurer (the insured amount) is set in US dollars. US dollar is used to calculate the insurance premium; the rate is set by the National Bank of the Republic of Kazakhstan at the date of the insurance payment.
- 4.3. In cases stipulated by international agreements, legislation of the country (place) of temporary stay, contract of compulsory insurance of a tourist, the limits of the insurer's liability for compensation for harm caused to the life and health of the insured are set in euro.
- 4.4. Expenses incurred by the insured in order to prevent or reduce losses shall be reimbursed by the insurer if such expenses were necessary or were made to fulfill the insurer's instructions, even if the relevant measures were unsuccessful.
- 4.5. Such expenses are reimbursed in actual amounts, while the total amount of insurance payment and reimbursement of expenses should not exceed the insured amount set by the compulsory tourist insurance contract. If expenses are incurred as a result of the insurer's instructions to be fulfilled by

the insurer, they will be reimbursed in full, regardless of the insured amount due to him/her under the tourist insurance contract.

4.6. These expenses are reimbursed by the insurer directly to the person who suffered them.

## **5. AMOUNT OF INSURANCE PREMIUM**

5.1. According to the compulsory insurance contract for the tourist, the insurance premium is calculated separately for each insured for each day and executes the following amounts in US dollars at the rate set by the National Bank of the Republic of Kazakhstan at the date of conclusion of the insurance contract for one trip:

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

5.2. The number of days (terms) of temporary stay in the country (place) of temporary stay, including the time in transit, is used for calculating the insurance premium.

5.3. The insurance premium is calculated separately for each insured person and makes up the above amounts in euros at the rate set by the National Bank of the Republic of Kazakhstan and at the date of conclusion of the insurance contract while determining of the limits of the insurer's liability for compensation for harm caused to the life and health of the insured, in euros, in cases stipulated by international agreements, legislation of the country (place) of temporary residence in the contract of compulsory insurance of the tourist.

5.4. In the context of concluding a compulsory insurance contract for a tourist, the amount of the insurance premium provided for in paragraph 1 of this article may be increased by the insurer based on the results of the insured risk assessment conducted by the insurer, but not more than twice.

## **6. PROCEDURE FOR INSURANCE PREMIUM PAYMENT**

6.1. The insurance premium is paid by one-time payment by the policyholder.

6.2. The insurer provides the opportunity to pay the insurance premium in a cashless way through the insurer's online resource.

## **7. TERM AND PLACE OF THE INSURANCE CONTRACT**

7.1. The compulsory insurance contract of a tourist comes into force and becomes mandatory for the parties after the insurer pays the insurance premium after the insured receives the mark at the border checkpoint on crossing the border of the Republic of Kazakhstan.

7.2. The term of the contract of compulsory insurance of a tourist cannot be less than duration of the trip, determined by the contract for tourist services. The compulsory tourist insurance contract is valid until the insured's cross of the border of the Republic of Kazakhstan when leaving the insurance territory, but no later than the expiration date specified in the compulsory insurance contract for the tourist, except if the tourist stays abroad for an additional period due to flight delay.

7.3. The contract does not terminate its action on the first insured event.

7.4. When the insured is located outside the Republic of Kazakhstan and the number of travel days increases under the travel service contract, the insurer concludes a new travel insurance contract for additional days of stay in the country (place) of temporary residence.

7.5. Territorial limits of the compulsory insurance agreement (insurance territory) of a tour is the territory of rendering tourist services.

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

**7.7. The following territories must be excluded from the insurance territory:**

- 7.7.1. Territories, which are not recommended for visiting by the authorized state bodies of the Republic of Kazakhstan;
  - 7.7.2. States in which the insured has a temporary residence permit or other document permitting the stay on the insurance territory for more than 90 days;
  - 7.7.3. the state of which the insured is a citizen.
- 7.8. Condition on exclusion of the territory of insurance does not apply in cases where the territory of insurance has become subject to an exception, territories, which are not recommended for visiting by the authorized state bodies of the Republic of Kazakhstan, after conclusion of the contract of compulsory insurance of the tourist.

**8. INSURANCE AGREEMENT AND THE ORDER OF ITS CONCLUSION**

- 8.1. The compulsory tourist insurance contract is concluded by execution of the insurance policy in electronic form and insurance certificate to the policyholder by the insurer.
- 8.2. During the process of conclusion of the compulsory tourist insurance contract, the policyholder chooses one of the insurance programs depending on the country (place) of temporary stay and the number of travel days specified in the tourist service agreement, as provided for in these Rules. According to the program the insurer's maximum liability (insurance amount) and the types of expenses to be reimbursed correspond to the requirements of international treaties and the laws of the country (place) of the temporary stay of the insured regarding the life and health insurance of the tourist.
- 8.3. The basis for the conclusion of the contract of compulsory insurance of the tourist is the statement of the insured, containing the data necessary for the calculation of the insurance premium and the identification of the insurer, the insured.
- 8.4. Responsibility for the incompleteness of the conditions, which must be specified in the contract of compulsory insurance of the tourist, is borne by the insurer. In case of a dispute arising from an insurance contract due to the incompleteness of its individual conditions, the dispute is resolved in favor of the insured.
- 8.5. The insured is exclusively obliged through a travel agent to:
  - 8.5.1. issue an insurance certificate to each insured person;
  - 8.5.2. submit an insurance policy upon request of the insured.
- 8.6. Requirements for the content and execution of the insurance policy and insurance certificate for compulsory insurance of a tourist are established by the legislation of the Republic of Kazakhstan on insurance and insurance activities.

**9. RIGHTS AND OBLIGATIONS OF THE INSURER AND THE INSURED****9.1. The insured has the right to:**

- 9.1.1. require the insurer to clarify conditions and procedure for compulsory insurance of the tourist, his/her rights and obligations under the contract of compulsory insurance of the tourist;
- 9.1.2. apply to the insurer taking into account the specifics provided for by Article 20-1 of this Law of the Republic of Kazakhstan “On compulsory insurance of tourists”, or the insurance ombudsman, or the court to resolve issues arising from the tourist insurance contract;
- 9.1.3. send the application and the attached documents to the insurance ombudsman (directly to the insurance ombudsman, including through his Internet resource, or through the insurer, including its branch, representative office);
- 9.1.4. early terminate the tourist insurance contract.

**9.2. The policyholder is obliged to:**

- 9.2.1. conclude a compulsory insurance contract for the tourist with the insurer having an appropriate license;
- 9.2.2. to pay the insurance premium in the amount, manner and terms established by the contract of compulsory insurance of the tourist;
- 9.2.3. notify the insurer (orally, in writing) within a period of up to two working days when he/she became aware of the occurrence of the insured event. Oral message must be subsequently confirmed in writing;

- 9.2.4. provide the insurer with information necessary for entering into a compulsory tourist insurance contract during the process of conclusion of the compulsory insurance contract of the tourist.
- 9.3. The insured has the right to:**
- 9.3.1. choose an insurer for conclusion of the contract of compulsory insurance of the tourist;
  - 9.3.2. get an insurance certificate and an insurance policy, if necessary;
  - 9.3.3. require the insurer and (or) policyholder to clarify the conditions and procedure for compulsory insurance of the tourist, his/her rights and obligations, specified in the insurance policy and insurance certificate;
  - 9.3.4. inform the insurer on the cases of non-provision, incomplete or inadequate provision of services under the contract of compulsory insurance of the tourist;
  - 9.3.5. become familiarized with the amount of insurance payment made by the insurer;
  - 9.3.6. apply to the insurer taking into account the specifics provided for by Article 20-1 of the Law of the Republic of Kazakhstan “On compulsory insurance of tourists”, or the insurance ombudsman, or the court to resolve issues arising from the contract of compulsory insurance of the tourist;
  - 9.3.7. send the application and the attached documents to the insurance ombudsman (directly to the insurance ombudsman, including through his/her Internet resource, or through the insurer, including its branch, representative office);
  - 9.3.8. receive insurance payment in cases stipulated by this Law;
  - 9.3.9. get a duplicate insurance certificate and a copy of the insurance policy in case of their loss, if necessary.
- 9.4. The insured must:**
- 9.4.1. provide the insurance company with information necessary for entering into the compulsory travel insurance contract during the process of conclusion of the compulsory tourist insurance contract;
  - 9.4.2. read and strictly comply with conditions under the contract of compulsory insurance of the tourist, as reflected in the insurance policy and insurance certificate;
  - 9.4.3. ensure safety of the insurance policy (if available) and (or) insurance certificate and supporting documents relating to the insured event;
  - 9.4.4. take steps to reduce losses from the insured event;
  - 9.4.5. upon occurrence of the insured event, immediately notify the company personally or through a representative about the assistance by any of the available communication methods specified in the insurance certificate, report the insurance certificate data and/or insurance policy to the company’s assistance in order to organize technical, medical and other assistance, coordinating actions and spending;
  - 9.4.6. follow recommendations, instructions of the company's assistance, the insurer and other competent persons, authorities of the country (place) of temporary residence upon occurrence of the insured event;
  - 9.4.7. provide the insurer with the documents required to clarify the circumstances and nature of the damage caused by the insured event;
  - 9.4.8. in case of receiving medical care in an emergency and impossibility of promptly notifying the company's assistance for valid reasons about the insurance case, notify the assistance of the company about what happened within two days or as soon as possible;
  - 9.4.9. submit documents in a foreign language with a notarized translation into Kazakh or Russian language upon request of the insurer;
  - 9.4.10. ensure the insurer transfer of the right of reverse claim to the person responsible for the occurrence of the insured event.
- 9.5. The contract of compulsory insurance of the tourist may provide for other rights and obligations of the insurer and the insured, not contradicting the legislative acts of the Republic of Kazakhstan.

## **10. RIGHTS AND OBLIGATIONS OF THE INSURER**

- 10.1. **The insurer has the right to:**

- 10.1.1. require the insurer to provide information about the insured that is required for execution of the compulsory insurance contract for the tourist while concluding a compulsory insurance contract for the tourist;
  - 10.1.2. request documents and information related to the fact of the insured event and the determination of the amount of harm caused as a result of the insured event from the relevant state bodies and organizations, on the basis of their competence in accordance with the procedure established by the legislation of the Republic of Kazakhstan;
  - 10.1.3. take part in the settlement of issues related to the claims of insured persons for compensation for harm caused as a result of the occurrence of insured events specified in these Rules;
  - 10.1.4. lay claim of counter demand to the person responsible for causing harm in the cases provided for by Article 19 of the Law of the Republic of Kazakhstan “On Mandatory Insurance of Tourists”;
  - 10.1.5. refuse to make insurance payments in full or in part in accordance with Article 20 of the Law of the Republic of Kazakhstan “On Mandatory Insurance of Tourists”.
- 10.2. **Insurer is obliged to:**
- 10.2.1. familiarize the policyholder with conditions and procedures for compulsory insurance, including the rights and obligations of the parties arising from the tourist insurance contract;
  - 10.2.2. issue an insurance policy and insurance certificate during the process of conclusion of the contract of compulsory insurance of the tourist;
  - 10.2.3. make an insurance payment upon occurrence of an insured event in the manner and on the conditions provided for by these Rules;
  - 10.2.4. if there are insufficient documents confirming the occurrence of the insured event and the amount of damage to be compensated by the insurer, inform the applicant within three working days from the date of their receipt about this specifying the full list of missing and (or) incorrectly executed documents;
  - 10.2.5. consider requirements of the insurer, the insured (gain acquirer) and provide a written response indicating the further procedure for settling the dispute within five working days while receiving an application from the insurer, the insured (gain acquirer);
  - 10.2.6. upon receipt of application sent to the insurance ombudsman from the policyholder, the insured (gain acquirer), redirect this application, as well as the documents attached thereto to the insurance ombudsman within three working days from the date of receipt;
  - 10.2.7. determine the amount of insurance pay and submit it to the insured for review within five working days from the date of receipt from the insured of the documents provided for in Article 18 of this Law;
  - 10.2.8. ensure secrecy of insurance;
  - 10.2.9. reimburse the insured for expenses incurred by him/her in order to prevent or reduce losses in the insured event;
  - 10.2.10. conclude contracts with one and (or) several assistance companies that are obliged to provide assistance under the compulsory insurance agreement of a tourist agency.
- 10.3. The contract of compulsory insurance of the tourist may also provide for other rights and obligations of the insurer that do not contradict the legislative acts of the Republic of Kazakhstan.

## **11. CONDITIONS AND PROCEDURE FOR IMPLEMENTATION OF INSURANCE PAYMENT.**

- 11.1. The claim for insurance payment to the insurer is made in writing by the insured or assistance company when providing assistance to the insured with the documents required for the insurance payment.
- 11.2. The claim for insurance payment may be sent in electronic form with attachment of the documents necessary for the implementation of the insurance payment, in the form of electronic copies or electronic documents, at the request of the applicant. At the same time, the requirement of insurance payment in electronic form does not exempt the applicant from presenting to the insurer original documents at the location of the insurer.
- 11.3. **The following documents are submitted to the proof of loss:**
  - 11.3.1. copy of identity document or passport of the insured with notes of the border checkpoint on crossing the border of the Republic of Kazakhstan and (or) a document that is the basis of the stay of the insured in the insurance territory;



- 11.3.2. original or notarized copy of the document confirming the fact of the insured event and the amount of harm caused to the life and health of the insured, including:
- 11.3.3. medical documents with the address and contact details of the medical institution and doctor, containing information about the date of applying for medical care, health status of the insured at the time of seeking medical help, diagnosis, prescription of the doctor, medical procedures and provided medicines broken down by quantity, date and cost;
- 11.3.4. documents confirming the fact of payment for medical and other services rendered to the insured as a result of the insured event, indicating the amount, currency, date of payment;
- 11.3.5. documents confirming the fact of payment for goods and services (commodity checks, invoices, payment receipts and other documents) with indication of their name, quantity and value;
- 11.3.6. medical documents on determination of use of psychoactive substances and condition of intoxication of the insured are presented in case of the accident;
- 11.3.7. documents of law enforcement, judicial and other competent authorities confirming the fact of the accident and circumstances of its occurrence are submitted in case of the accident;
- 11.3.8. death certificate indicating cause of death, conclusion of a forensic medical examination or protocol of anatomopathological autopsy are presented in case of the death of the insured;
- 11.3.9. documents confirming cancellation or exchange of travel documents (tickets, boarding passes), refusal of the room booked in the hotel, as well as other tourist services provided to the insured for unused part of the period of stay abroad are presented for a longer period of time the country (place) of temporary stay or a pre-urgent return to the territory of the Republic of Kazakhstan due to the occurrence of an insured event;
- 11.3.10. travel documents (ticket, boarding passes) - when transporting non-adult children and (or) close relatives of the insured;
- 11.3.11. documents confirming implementation of telephone calls, messages to the insurer and the company's assistance on the telephone numbers specified in the insurance certificate or insurance policy;
- 11.3.12. documents confirming costs associated with taking measures to prevent and reduce losses;
- 11.3.13. documents confirming the identity and rights of the gain acquirer - if necessary.
- 11.4. **The insurer is obliged to issue a certificate to the applicant upon acceptance of the documents indicating the full list of submitted documents and the date of their acceptance.**
- 11.5. In case if the applicant sends an application for insurance payment electronically, the insurance provider provides this certificate in electronic form.
- 11.6. The insurer shall not have the right to require acceptance of conditions from the insured (gain acquirer) that restrict his/her right to claim the insurer while making an insurance payment.
- 11.7. The gain acquirer is the person determined by the insured, and in case of death of the insured – his/her heirs.
- 11.8. **Insurance payment is made by the insurer by:**
  - 11.8.1. reimbursement of the insured's expenses due to the occurrence of the insured event and the receipt of medical assistance in an emergency case by the insured without notifying the company's assistance for good reasons no later than a week or ten working days from the day they received the documents provided for in these Rules;
  - 11.8.2. payment of cost of services rendered by the medical and other institutions to the insured in coordination with the assistance of the company in the manner established by the regulatory legal act of the authorized body.
- 11.9. In cases when the amount of insurance payment is disputed by the parties of the tourist insurance contract of the tourist or the gain acquirer, the insurer is obliged to make an insurance payment in that part which is not disputed by any of these persons during the period established by the Rules.

- 11.10. The disputed part of the insurance payment must be paid by the insurer within three working days from the day the court ruling on the settlement agreement or the court decision on the dispute has entered into legal force, if the court has not addressed the decision for immediate execution.
- 11.11. The claim for insurance payment for damage caused during the period of validity of the contract of compulsory insurance of a tourist may be presented to the insurer within three years from the onset of the insured event.
- 11.12. In case of late payment of the insurance payment, the insurer is obliged to pay penalty to the insured (gain acquirer) in the manner and amount established by the Civil Code of the Republic of Kazakhstan (General Part).
- 11.13. **Proving occurrence of the insured event, as well as the damages incurred lies with the Insured.**
- 11.14. The right of the return claim to the person guilty of causing harm to the life and health of the insured shall be transferred to the insurer who has paid the insurance payment, within the limits of the amount paid.

## **12. REMOVAL OF THE INSURER FROM IMPLEMENTATION OF THE INSURANCE PAYMENT**

- 12.1. **The insurer has the right to fully or partially refuse to make the insurance payment, if the insured event occurred as a result of:**
- 12.1.1. intentional actions of the insured, aimed at the occurrence of an insured event or contributing to its occurrence;
  - 12.1.2. actions of the insured, recognized in the manner prescribed by the legislation of the Republic of Kazakhstan, intentional criminal or administrative law violations that are in causal relationship with the insured event.
- 12.2. **The reason for refusal of the insurer to make the insurance payment may be:**
- 12.2.1. receipt of the relevant damages from the person responsible for causing the loss by the insured;
  - 12.2.2. force majeure circumstances;
  - 12.2.3. non-submission of the documents attached to the insurance payment statement in full in accordance with clause 4.2.2 of the Contract to the insurer from the insured, except for documents for each individual insured event, which are presented on the basis of the actual costs incurred;
  - 12.2.4. insurance payment by the insurer in the amount of the insured sum;
  - 12.2.5. reasons provided for by subparagraphs 1) and 2) of paragraph 1 of Article 839 of the Civil Code of the Republic of Kazakhstan.
  - 12.2.6. practicing professional sports by the insured;
  - 12.2.7. due to an event occurring due to the presence of the insured in a state of severe alcohol intoxication, as well as narcotic or toxic intoxication, except for the following cases:
    - 12.2.7.1. drug use as prescribed by the attending physician;
    - 12.2.7.2. involuntary use of narcotic, toxic substances or their forced introduction, established by the law enforcement body and (or) court;
  - 12.2.8. due to voluntary refusal of medical transportation by the insured from the country (place) of temporary stay in the Republic of Kazakhstan or fulfillment of the instructions of the attending physician received by the insured in connection with the application for an insured event.
- 12.3. If there are reasons for refusal of the insurance payment, the insurer shall send the corresponding decision on the full or partial refusal of the insurance payment to the person who submitted the insurance payment application within seven working days from the date of receipt of the documents stipulated by the Contract, in writing with justified reasons for failure.
- 12.4. The insurer is not entitled to refuse to pay the insurance for reasons not stipulated by this article.

### 13. FORCE MAJEURE CIRCUMSTANCES

- 13.1. The parties are exempted from the liability for partial or complete non-fulfillment of obligations under this Agreement if proper performance was impossible due to force majeure, including natural disasters, military actions, effects of a nuclear explosion, strikes, public unrest, as well as prohibitive measures provided for in legal acts of the state bodies of the Republic of Kazakhstan, if these circumstances directly affected the fulfillment of obligations under this Agreement by the Parties.
- 13.2. The Party for which the impossibility of fulfilling the obligations of this Agreement was created due to force majeure circumstances shall be obliged to notify the other Party in writing no later than 5 (five) business days from the moment of their occurrence and provide relevant evidence.
- 13.3. The circumstances referred to in paragraph 31 must be confirmed by the competent government agencies and organizations.
- 13.4. Inadequate notification deprives the Party of the right to refer to any of the above circumstances as a basis for exemption from liability for failure to fulfill or improper fulfillment of obligations under this Agreement.
- 13.5. If force majeure circumstances continue for more than one month, every Party has the right to terminate this Agreement unilaterally.

### 14. BASES FOR TERMINATION OF THE INSURANCE CONTRACT

- 14.1. **The compulsory tourist insurance contract expires in the following cases:**
  - 14.1.1. expiration of the contract;
  - 14.1.2. early termination of the contract;
  - 14.1.3. implementation of the insurance payment (insurance payments) by the insurer in the amount of the insured sum, defined in the contract of compulsory insurance of the tourist.
- 14.2. **Early termination of the tourist insurance contract:**
  - 14.2.1. The compulsory tourist insurance contract is terminated ahead of time in cases established by the Civil Code of the Republic of Kazakhstan.
  - 14.2.2. If the early termination of the contract of compulsory insurance of a tourist is caused by non-fulfillment of its conditions due to the fault of the insurer, the latter returns the insurance premium paid by the insurer in full. In cases of early termination of the contract of compulsory insurance of the tourist due to circumstances specified by the Civil Code of the Republic of Kazakhstan, the insurer is entitled to a portion of the insurance premium in proportion to the time during which the insurance has been in effect.

### 15. SETTLEMENT OF DISPUTES

- 15.1. If there is a dispute arising from a tourist insurance contract, the insurer, the insured (gain acquirer) may:
  - 15.1.1. send the insurer (including through the branch, representative office, the insurer's Internet resources) a written statement indicating requirements and attaching documents confirming his/her requirements, or
  - 15.1.2. send an application to the insurance ombudsman (directly to the insurance ombudsman, including through his Internet resource, or through the insurer, including its branch, representative office) or to the court to settle disputes arising from the contract of compulsory insurance of the tourist.
- 15.2. The insurer shall review and provide a written response upon receipt of the application from the policyholder, the insured (gain acquirer), within five working days indicating the further procedure for settling the dispute.
- 15.3. If the policyholder, the insured (gain acquirer) applies to the insurance ombudsman, the insurer is obliged to submit documents relating to the consideration and resolution of the dispute, at the request of the policyholder, insured (gain acquirer), insurance ombudsman, within three business days.

**16. ADDITIONAL CONDITIONS**

- 16.1. If an international treaty ratified by the Republic of Kazakhstan establishes other rules than those, which provide for these Rules, then the rules of an international treaty shall be applied.
- 16.2. The purpose of compulsory insurance of the tourist is to ensure insurance protection of the insurer's property interests in case of unforeseen expenses due to events recognized as insured events specified in this Law.
- 16.3. The main objectives of compulsory tourist insurance are:
  - 16.3.1. ensuring protection of property interests of the insured in the amount and manner established by this Law;
  - 16.3.2. carrying out activities in the field of outbound tourism by a tour operator in the presence of a contract of compulsory insurance of a tourist in respect of each tourist;
  - 16.3.3. economic interest of the tour operator and travel agent in improving security of the provision of tourist services.