APPROVED by
the Decision of Board of Directors
of Sinoasia B&R Insurance Company JSC
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中亚丝路保险有限公司
Sinoasia B&R Insurance

RULES
OF VOLUNTARY CIVIL LIABILITY INSURANCE FOR AIR TRANSPORT OWNERS
SINOASIA B&R INSURANCE COMPANY JSC
(Version 2)

Almaty 2026

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1 GENERALPROVISIONS

1.1 In accordance with the terms of these Rules for voluntary insurance of civil liability of air transport owners (hereinafter referred to as the "Rules"), Joint Stock Company "Insurance Company "Sinoasia B&R" (hereinafter referred to as the "Insurer") concludes contracts for voluntary insurance of civil liability of air transport owners (hereinafter referred to as the "Insurance Contract") with legal entities and individuals (hereinafter referred to as the "Policy holder") in relation to the risks provided for in these Rules.

1.2 These Rules have been developed in accordance with the Civil Code of the Republic of Kazakhstan, the Law of the Republic of Kazakhstan “On Insurance Activities” and other regulatory legal acts of the Republic of Kazakhstan.

1.3 For the purposes of these Rules, the following basic terms and definitions are used:

1) **Air transport/aircraft**– an aircraft maintained in the atmosphere by its interaction with the air, excluding interaction with air reflected from the earth's (water's) surface. The concept of an aircraft/vessel includes its airframe, engines, landing gear, electrical and hydraulic systems, and other specialized equipment installed on board, provided that it is related to flight operations and has the appropriate documentation.

2) **Aircraft flight**– the movement of an aircraft on the earth’s (water’s) surface and in airspace from the start of the takeoff roll (lifting off from the earths or water’s surface during vertical takeoff) until the end of the roll (clearing the runway without stopping) or touching the earth’s (water’s) surface during vertical landing.

3) **Aviation accident**– an event that occurred during the use of an aircraft for the purpose of performing a flight, associated with a disruption of the normal functioning of the aircraft and resulting in the loss of life, significant damage, destruction or loss of the aircraft.

4) **Aviation incident**- an event that occurred during the use of an aircraft for the purpose of performing a flight, associated with a disruption of the normal functioning of this aircraft, its crew, other aviation personnel or associated with the impact of external conditions, but did not lead to an aviation accident.

5) **Victim (Beneficiary)**– passengers whose life, health and (or) property was damaged during transportation, as well as third parties who are not passengers or members of the aircraft crew and who are not connected with the Policy holder by contractual relations, whose life, health and (or) property was damaged by the Policy holder as a result of the operation of air transport.

6) **Passenger**– a person, with the exception of crew members, who is carried or is to be carried on an aircraft in accordance with an air carriage agreement (ticket).

7) **Third party**– a person not connected with the Insured by contractual relations, who is not a passenger or a crew member, and who has the right to make a claim against the Insured for compensation for damage caused. Third parties do not include The Policy holder and (or) insured persons, their employees in the performance of official duties, as well as individuals and legal entities acting on behalf of the Policy holder, the owner (proprietor, lessor) of the aircraft, passengers or crew members.

8) **Crew members**– flight crew and maintenance personnel. The crew composition is determined based on the aircraft type and purpose, as well as the objectives and conditions of its operation during flights and is determined by the developer and customer. The minimum crew composition of flight crew members is specified in the Flight Manual for the aircraft of the given type. Flight crew members include individuals holding valid flight crew licenses and having the training and experience necessary to operate the aircraft of the given type and its equipment: pilots, navigators, flight engineers, flight mechanics, and flight radio operators.
Service personnel include crew members who do not perform duties related to the operation of the aircraft and its equipment during flight: flight attendants, flight operators and other specialists depending on the purpose of the aircraft and the purpose of the flight.

9) **Checked baggage**– passenger baggage accepted for carriage by the Policy holder under its responsibility for its safety and for which it has issued a baggage receipt and baggage tag. These Rules do not cover: carry-on baggage/items in the passenger's possession (unchecked baggage, as well as clothing and other items in the passenger's possession), unless otherwise provided in the Insurance Policy.

10) **Transportation period:**

- Air carriage of a passenger, covering the period of time from the moment the passenger enters the airport apron to board the aircraft until the moment the passenger leaves the apron under the supervision of authorized persons of the insurer;
- Air carriage of baggage, covering the period from the moment of its acceptance for carriage, as confirmed by the relevant documents, until its delivery to the recipient or its transfer in accordance with the established rules to another person.

11) **Aerodrome**– a land or water area specially prepared to provide takeoff, landing, taxiing, parking and servicing of aircraft.

12) **Airport**– a complex of structures designed for the reception and dispatch of aircraft, servicing air transportation, having for these purposes an airfield, an air terminal, other structures and the necessary equipment.
13) **Baggage**– personal belongings of passengers carried on board the aircraft;
14) **Damage to baggage –**causing damage to checked baggage, as a result of which it completely or partially loses its suitability for its intended use and its value.
15) **Lost luggage -**This is the loss of checked baggage handed over to the carrier during air carriage, if such loss is recognized by the carrier or if the baggage does not arrive at the destination of carriage within 7 calendar days after the expiration of the established delivery period.
16) **Franchise**– an exemption from compensating damages up to a certain amount, as stipulated by the insurance terms. A deductible can be conditional (non-deductible) or unconditional (deductible). With a conditional deductible, the Insurer is exempt from compensating damages up to the established deductible amount but must compensate in full if the damage exceeds this amount. With an unconditional deductible, damages are always compensated minus the established amount. The deductible is set as a percentage of the insured amount or as an absolute amount. The type and amount of the deductible are determined by agreement of the parties and specified in the Insurance Contract.
17) **Insurance amount**– the amount of money for which the insured object is insured, and which represents the maximum amount of liability of the Insurer in the event of an insured event.
18) **Limit of liability of the Insurer**– the maximum amount of insurance payment subject to payment established by the Insurance Contract.
19) **Insurance premium**– the amount of money that the Policy holder is obliged to pay to the Insurer for the latter's acceptance of the obligation to make an insurance payment in the amount specified in the insurance contract.
20) **Insurance payment**– the amount of money paid by the Insurer to the Policy holder (Beneficiary) within the limits of the insurance amount upon the occurrence of an insured event.
21) **Insurer**– a person who carries out insurance and is obliged to make an insurance payment upon the occurrence of an insured event in the manner and under the conditions stipulated by the Insurance Contract.
22) **Policy holder**– a legal entity or an individual who has entered into an Insurance Agreement with the Insurer.

2 INSURANCE OBJECT

2.1 The subject matter of insurance is the Insured's property interests related to its obligation to compensate for damage caused to the life and/or health and/or property of third parties/passengers/cargo owners recognized as injured parties as a result of the operation of air transport.

3 ORDER DEFINITIONS INSURANCE SUM.INSURANCE PREMIUM

3.1 The insured amount is the monetary amount within which the Insurer is liable in the event of an insured event.
3.2 The insured amount is established in the Insurance Contract. The total insured amount is the maximum amount of insurance payments for all insured events occurring during the term of the Insurance Contract.
3.3 The insurance premium is calculated based on the insured amount, tariff rates, and insurance period.
3.4 Payment of the insurance premium is made in cash to the Insurer's cash desk or by transferring money to the Insurer's bank account.
3.5 The insurance premium is paid by the Policy holder in the amount and within the timeframes established by the Insurance Agreement, either in a lump sum or in installments.
3.6 When entering into an Insurance Contract for a period of 12 (twelve) months, the Policy holder, by agreement with the Insurer, may be granted the option to pay the insurance premium in installments by making periodic insurance premium payments. The amount of insurance premiums and the payment deadlines are determined by the Insurance Contract.
3.7 From the date of signing the Insurance Contract, the Policy holder is obligated to pay the insurance premium (first insurance installment), unless otherwise provided by the Insurance Contract. If the insurance premium (the next insurance installment) is not paid within 30 (thirty) calendar days, insurance coverage is suspended from the day following the due date. Upon full payment of the insurance premium, insurance coverage is resumed from the payment date on which it was previously suspended. The term of the Insurance Contract is not extended. Insurance events occurring during the period of suspension are not covered by insurance.
3.8 If an insured event occurs during the period of insurance coverage, but before the payment of the next/last insurance premium, the Policy holder is obliged to pay the insurance premium in full, unless otherwise provided by the Insurance Contract.
3.9 In the event of non-payment of the insurance premium, the Insurer has the right to unilaterally terminate the

Insurance Contract. Paid insurance premiums are non-refundable.

4 INSURANCECASES AND EXCLUSIONS FROM INSURANCE CASES

4.1 An insured event shall be recognized as the occurrence of the Insured's civil liability to compensate for:

4.1.1 damage caused to the life, health and/or property of third parties directly by the aircraft, its parts, or by a person or object falling from the aircraft during the operation of the aircraft, from the moment the engine is started for the purpose of performing a flight at the airport of departure until the moment the engine is switched off at the airport of destination (transit airport);

4.1.2 damage caused to the life and/or health of a passenger of the aircraft, as well as loss or damage caused to a passenger of the aircraft in the course of air carriage.

4.2 The occurrence of the Insured's liability for causing damage to the injured party shall be established on the basis of the Insured's voluntary recognition of the injured party's claim for compensation as justified and the Insurer's consent to such recognition, or on the basis of a court judgment that has entered into legal force.

4.3 The occurrence of the Insured's liability under obligations arising from causing damage to the injured party shall be recognized as an insured event provided that all of the following conditions are met simultaneously:

- the event that caused damage to the injured party occurred within the territory and during the period of insurance;
- the claim for compensation was submitted to the Insured (written claim) or a statement of claim was filed during the period of validity of the insurance contract;
- there is a causal link between the event and the damage caused, and there are no signs of intent or gross negligence in the actions of the Insured (its employees/crew members).

4.3.1 **Intent** is characterized by a person's awareness of the unlawfulness of their conduct and the possibility of adverse consequences, while deliberately failing to take measures to prevent such consequences.

4.3.2 **Gross negligence** is characterized by a person having foreseen, or being able under the circumstances of the case to foresee, the possibility of adverse consequences of their action (inaction), but failing to exercise the necessary attention, good faith, care and prudence (recklessly relying, without sufficient grounds, on preventing such consequences).

4.4 Unless otherwise provided by the Insurance Contract, all claims or actions for compensation arising from one event or from the same error or omission committed by the Insured shall be deemed to constitute one insured event, regardless of the number of injured parties, claims or actions brought. The Insurer shall have the right to fully or partially refuse to make an insurance payment to the Insured if the insured event occurred as a result of:

1) intentional actions of the Insured, a crew member and/or the Beneficiary aimed at causing the insured event or contributing to its occurrence, except for actions committed in a state of necessary defense or extreme necessity;

2) actions of the Insured, a crew member and/or the Beneficiary recognized, in accordance with the procedure established by legislative acts, as intentional crimes or intentional administrative offenses causally related to the insured event.

4.5 **Events arising as a result of the following shall not be recognized as insured events:**

- operation of the aircraft in the absence or upon expiry or termination of the validity of documents required for its operation, including the registration certificate, airworthiness certificate, operator certificate or other mandatory permits;
- violation by the Insured/crew members of the rules for preparing the aircraft for flight, flight rules, rules for the carriage of passengers (cargo, baggage), sanitary and hygienic requirements, as well as other requirements for the maintenance, protection, repair, flight and technical operation of the aircraft established by the applicable legislation of the Republic of Kazakhstan and international treaties ratified by the Republic of Kazakhstan;
- absence, among flight crew members, of a valid flight crew licence and/or the training/experience required to operate the relevant type of aircraft and its equipment; servicing of the aircraft by unqualified personnel without special authorization or specialized training, as well as servicing and/or repair by persons who have not been specially trained for such purposes and do not have the required special authorization;
- use by the Insured of the aircraft for purposes not specified in the insurance application or outside the area of operation of the aircraft specified by the Insured (unless caused by force majeure circumstances);

- operation of the aircraft by a person under the influence of alcohol, narcotic, toxic or other intoxicating substances, as well as under the influence of medicinal products contraindicated for operating an aircraft;
- transportation of the aircraft by any means of transport, except for transportation following damage resulting from an insured event and towing of the aircraft using standard equipment within the aerodrome territory;
- use for take-off or landing of an aerodrome (site) that does not meet the requirements applicable to the relevant type of aircraft;
- use of the aircraft for testing, sporting/demonstration events or training purposes;
- use of the aircraft for unlawful purposes, including events resulting from acts of the Insured/crew members recognized by a court as criminally punishable, or where the aircraft was used as an instrument or means of committing a crime;
- failure of individual aircraft components due to any defects in such components and exhaustion of their service life, including wear and tear, aging and loss of strength associated with operating processes and related factors (vibration, noise, electromagnetic interference, etc.), where the consequences of such damage are localized within the components;
- damage to aircraft structural elements caused by normal operating conditions and loads of a cumulative or progressive nature (corrosion, fatigue cracks, delamination, etc.);
- use of spare parts, components and/or consumables not specifically agreed upon or recommended by the manufacturer;
- manufacturing defect or fault;
- prolonged damage to the engine resulting from the ingestion of foreign objects, which is treated as normal wear and tear;
- failure of the aircraft commander and crew to take measures to ensure flight safety and the safety of the aircraft, passengers and property on board;
- failure to return to the Insured the insured aircraft leased or transferred under a leasing arrangement by the Insured;
- unlawful actions of the Insured or persons in an employment and/or contractual relationship with the Insured, as well as actions of such persons while under any form of intoxication caused by the consumption of alcohol, narcotic drugs or other intoxicating substances, or by the use of medicinal products for non-medical purposes.

4.6 **The following shall not be indemnified:**

- losses arising from the liability of a carrier, freight forwarder or any other person arranging or performing the carriage of cargo;
- moral damages (unless the obligation to compensate such damages is expressly provided for by the legislation of the Republic of Kazakhstan), loss of profit, fines, penalties and other sanctions, unless otherwise expressly provided for by the Insurance Contract;
- claims arising from flight delays;
- claims arising from the carriage, transportation, storage, loss of or damage to cargo, or delay in the delivery of cargo.

4.7 **This insurance does not cover:**

- injury to the life, health or property of the Insured's employees in the course of performing their employment duties (employer's liability);
- injury to the life or health of, or damage to the property of, any member of the flight, cabin or other crew of the aircraft specified in the Insurance Contract;
- damage to any property (including livestock) legally owned by the Insured, including property on board the aircraft, as well as property being loaded onto or unloaded from the aircraft;
- damage resulting from events specified in the “Policy Exclusion of Liability for Noise, Pollution and Other Hazards” – AVN 46B (Appendix 1).

4.8 In the insurance of liability for bodily injury to passengers, the Insured's civil liability arising from a breach of the time limits for the carriage of passengers or baggage shall not constitute an insured event.

4.9 In accordance with these Rules, the Insured's civil liability for causing damage arising in the course of operation of an aircraft, carriage by air of passengers, baggage, cargo and mail, or performance of aviation operations shall not constitute an insured event where such damage results from:

1) events specified in the “Policy Exclusion of Nuclear Risks No. 1” – AVN 38B (Appendix 2) or the “Policy Exclusion of Nuclear Risks No. 2” – AVN 71 (Appendix 3);
2) events specified in the “Policy Exclusion of War, Hijacking and Other Perils” – AVN 48B (Appendix 4);

3) force majeure circumstances, i.e. extraordinary and unavoidable circumstances under the given conditions (natural phenomena, state of emergency, etc.).

4.10 The Insurer shall be entitled to refuse payment of the insurance indemnity in full or in part or reduce the amount thereof in the cases provided for by the legislation of the Republic of Kazakhstan, as well as where:

- the Insured or the injured party has received compensation for the damage from the person liable for causing such damage (including cases of subrogation), to the extent of the amount compensated by such person;
- the Insured has intentionally failed to take reasonable measures to mitigate the losses;
- the Insured has obstructed the investigation of the circumstances of the insured event or failed to provide the required documents;
- the Insured has waived the right to make a claim against the person liable for causing the damage or has failed to provide the Insurer with the documents necessary for exercising the right of recourse (subrogation/regress);
- knowingly false information has been provided regarding the insured object, risk, insured event or its consequences.

4.11 The Insurance Contract may provide for other exclusions from insured events and/or limitations of insurance coverage.

5 TERM AND TERRITORY OF VALIDITY OF THE INSURANCE CONTRACT

5.1 The insurance contract is concluded for 12 months, unless otherwise specified in the Insurance Contract.
5.2 The insurance contract shall enter into force on the day following the day of payment of the insurance premium, unless otherwise specified in the insurance contract.
5.3 By agreement of the parties, the Insurance Contract may be extended for the next term, provided that one of the Parties notifies the other Party 30 (thirty) calendar days prior to the expiration of the Insurance Contract and the insurance premium is paid.
5.4 Territory of insurance – the territory covered by insurance protection, determined by the Insurance Contract.

6 PROCEDURE FOR CONCLUDING AND EXECUTING AN INSURANCE AGREEMENT

6.1 The insurance contract is concluded in written and/or electronic form by drawing up a single document by the parties – the Insurance Contract.
6.2 To enter into an Insurance Contract, the Policy holder completes an insurance application form, in accordance with the form established by the Insurer, which constitutes an integral part of the Insurance Contract. The insurance application form contains the information necessary to assess the extent of the insurance risk.
6.3 Based on the information specified in the insurance application form, as well as the documents submitted, the Insurer makes a decision on concluding an Insurance Contract or refusing to conclude it.
6.4 To execute the Insurance Contract, the Insurer has the right to request from the Policy holder additional documents confirming the information specified in the insurance application and characterizing the degree of insurance risk.

7 RIGHTS AND RESPONSIBILITIES OF THE PARTIES

7.1 **The Policy holder has the right to:**

7.1.1 read these Rules;
7.1.2 demand from the Insurer an explanation of the terms of insurance, their rights and obligations under the Insurance Contract;
7.1.3 terminate the Insurance Contract early in the manner prescribed by the Insurance Contract;
7.1.4 challenge, in accordance with the procedure established by the current legislation of the Republic of Kazakhstan, the Insurer's refusal to make an insurance payment;
7.1.5 perform other actions stipulated by the Insurance Agreement and the current legislation of the Republic of Kazakhstan.

7.2 **The Policy holder is obliged to:**

7.2.1 when concluding the Insurance Contract, provide the Insurer with an application form and documents required for inclusion in the Insurance Contract;
7.2.2 pay insurance premiums in the amount, manner and terms established by the Insurance Agreement;
7.2.3 inform the Insurer of significant changes in circumstances that have become known to him, which may significantly affect the increase of the insurance risk;

7.2.4 assist the Insurer in establishing the circumstances of the insured event and the amount of damage caused;
7.2.5 to comply with legal orders and requirements concerning the safe operation of aircraft and air traffic control, emanating from authorized state bodies and (or) competent organizations in the field of airspace use and civil aviation, in accordance with the legislation of the Republic of Kazakhstan and aviation rules;
7.2.6 ensure that the Insurer's representative has the opportunity to freely inspect damaged aircraft/property of victims, participate in measures to reduce losses and rescue aircraft/property of victims;
7.2.7 ensure the transfer to the Insurer of the right of claim against the person responsible for the occurrence of the insured event;
7.2.8 perform other actions stipulated by the insurance contract and the current legislation of the Republic of Kazakhstan.

7.3 **The insurer has the right:**

7.3.1 check the information and documents provided by the Policy holder, as well as the Policy holder's compliance with the requirements and conditions of the insurance contract;
7.3.2 upon receipt of notification of circumstances leading to an increase in the insurance risk, demand a change in the terms of the Insurance Contract and the payment of an additional insurance premium commensurate with the increase in risk; if the Policy holder objects to a change in the terms of the Insurance Contract or an additional payment of the insurance premium, the Insurer has the right to terminate the Insurance Contract;
7.3.3 request from the relevant government agencies and organizations, based on their competence, documents confirming the occurrence of an insured event and the amount of damage caused;
7.3.4 request from the Policy holder the information necessary to establish the fact of an insured event, the circumstances of its occurrence and send requests to authorized bodies and organizations for the provision of relevant documents on the insured event;
7.3.5 defer the decision on making an insurance payment for 3 (three) months, in the manner and within the timeframes stipulated by the Rules and the Insurance Agreement;
7.3.6 refuse to make an insurance payment in full or in part on the grounds provided for in the Rules and the Insurance Contract;
7.3.7 engage an independent expert to determine the exact amount of damage;
7.3.8 perform other actions stipulated by the Insurance Agreement and the current legislation of the Republic of Kazakhstan.

7.4 **The insurer is obliged to:**

7.4.1 familiarize the Policy holder with the Insurance Rules;
7.4.2 ensure insurance confidentiality;
7.4.3 make an insurance payment to the Beneficiary or send the Policy holder/Beneficiary a written reasoned refusal to make an insurance payment in accordance with the terms of the Insurance Contract;
7.4.4 reimburse the Insured for expenses incurred by him in order to prevent or reduce losses in the event of an insured event;
7.4.5 in the event of failure by the Policy holder/Beneficiary to submit a package of documents required for the Insurer to make a decision on making an insurance payment, notify the Policy holder/Beneficiary in writing of the missing documents within 3 (three) working days from the date of acceptance of the last document;
7.4.6 reimburse the Insured for reasonable and documented expenses incurred in order to reduce losses in an insured event;
7.4.7 perform other actions provided for by the Insurance Agreement or the current legislation of the Republic of Kazakhstan.

8 ACTIONS OF THE INSURER IN THE EVENT OF AN INSURED EVENT

8.1 In the event of an insured event, the Policy holder is obliged to:

8.1.1 take reasonable and available measures in the current circumstances to prevent or reduce possible losses, including measures to rescue and preserve the aircraft/property of the victims;
8.1.2 immediately, but no later than 24 hours, notify the relevant authorities and organizations, based on their competence (about the occurrence of the event; ensure that the event is documented by authorized competent authorities);
8.1.3 immediately, no later than 3 (three) working days, notify the Insurer in writing of the insured event;
8.1.4 ensure the safety of damaged property until it is inspected by a representative of the Insurer, except in cases where safety is impossible for objective reasons;

8.1.5 provide the Insurer with all available information and documentation, ensure the participation of the Insurer's representative in the meetings of the aviation accident investigation commission;
8.1.6 immediately notify the Insurer in writing of the receipt of any compensation for damage caused as a result of the insured event;
8.1.7 immediately notify the Insurer of all demands, claims and actions brought against the Insured in connection with the occurrence of an insured event;
8.1.8 ensure that the Insurer's representative has the opportunity to inspect the damaged property without hindrance, as well as the Insurer's participation in measures to determine the causes and extent of damage;
8.1.9 provide the Insurer with all information and documentation available to the Insured relating to the circumstances of the insured event, the nature and extent of the damage caused;
8.1.10 immediately notify the Insurer in writing of the receipt of any compensation, reimbursement or satisfaction of claims by third parties in connection with the occurrence of an insured event;
8.1.11 not to acknowledge, in whole or in part, the claims of third parties, not to pay compensation and not to assume any obligations to settle claims without the prior written consent of the Insurer, with the exception of measures to prevent or reduce harm;
8.1.12 If the Insurer deems it necessary to appoint a representative to protect the interests of the Policy holder in connection with the occurrence of an insured event, issue a power of attorney or other necessary documents to protect their interests. The Insurer has the right, but is not obligated, to represent the interests of the Policy holder in court or otherwise provide legal protection for the Policy holder in connection with the occurrence of an insured event;
8.1.13 bear the burden of proof of the occurrence of an insured event, as well as the damages caused by it, including payment for the production of an expert examination, the visit of experts to the scene of the incident, the involvement and consultation of specialists, the collection of necessary documents, etc.;
8.1.14 transfer to the Insurer all documents, evidence and provide him with all information necessary for the Insurer to exercise its right of recourse against the person responsible for the damage caused;
8.1.15 perform other actions stipulated by the Insurance Agreement and the current legislation of the Republic of Kazakhstan.

9 LIST OF DOCUMENTS CONFIRMING THE OCCURRENCE OF AN INSURANCE EVENT AND THE EXTENT OF DAMAGE

9.1 The basis for recognizing an event as an insured event and making an insurance payment is the submission by the Policy holder (Insured, Beneficiary) to the Insurer of a statement of the occurrence of an insured event in the prescribed form, as well as documents confirming the liability of the Policy holder and the amount of damage caused, namely:

1) a copy of the Insurance Contract;
2) documents from competent authorities confirming the fact and circumstances of the occurrence of an insured event;
3) a court decision that has entered into legal force recognizing the guilt of the Insured in causing harm;
4) a written claim to the Insured from third parties or their legal successors, with attached documents confirming the occurrence of an insured event;
5) power of attorney to conduct business;
6) identity document (for an individual);
7) constituent and/or registration documents (for a legal entity);
8) documents confirming the expenses incurred by the Policy holder (Insured) in order to prevent or reduce losses (if any);
9) Bank details of the Beneficiary.

9.1.1 in case of causing harm to the life and (or) health of passengers/third parties, additionally:

1) medical documents (conclusions, extracts, sick leave certificates, certificates from the Medical and Social Expertise Commission, etc.);
2) documents confirming expenses for treatment, rehabilitation, burial;
3) the original report of the medical institution that confirmed the death of the victim, indicating the cause of death;
4) a notarized copy of the death certificate;
5) a notarized copy of the certificate of inheritance.

9.1.2 In case of damage to the property of passengers/third parties:

1) documents confirming damage, loss or destruction of property;
2) an expert assessment report on the determination of the amount of damage caused, carried out by an independent appraiser;
3) documents confirming the right of ownership of damaged or destroyed property.

9.2 The insurer has the right to request additional documents within the limits permitted by the legislation of the Republic of Kazakhstan, if they are necessary to confirm the liability of the Insured or to clarify the amount of damage caused.

9.3 Failure to submit documents confirming the established liability of the Insured shall be grounds for refusal to make an insurance payment.

10 PROCEDURE AND CONDITIONS FOR MAKING INSURANCE PAYMENTS

10.1 The insurance payment under the Insurance Contract is made in the presence of civil liability of the Policy holder for causing harm to the life, health and (or) property of the injured parties, established in the manner prescribed by the Insurance Rules and the legislation of the Republic of Kazakhstan.

10.2 The Insurer's liability limit is established by the Insurance Contract and does not exceed the insured amount for each passenger, for harm to life and health, for damage to property, and for one insured event, regardless of the number of claims and victims.

10.3 The insurance payment is made within the limits of the established liability of the Policy holder and cannot exceed the insured amount established by the Insurance Contract, taking into account the terms of the deductible (if any).

10.3.1 The limit of liability for compensation for harm caused to life and (or) health, established in relation to each victim and (or) in aggregate in relation to one, several or all victims in one insured event;

10.3.2 The liability limit for compensation for damage caused to property, established in relation to each victim and (or) in aggregate in relation to one, several or all victims in one insured event.

10.4 The total amount of insurance payments for all insured events for the entire term of the Insurance Contract may not exceed the specified insurance amount.

10.5 The amount of the insurance payment shall be determined in accordance with a court decision or other document confirming the liability of the Insured, on the basis of documents submitted in accordance with Section 9 of these Insurance Rules.

10.6 If, for the same insured event, the Insurer has already made an insurance payment for temporary loss of ability to work or for the establishment of disability, it is counted towards subsequent payments for the life and health of the Injured Party, reducing the amount of the remaining insurance sum.

10.6.1 In the event of the death of the Victim, the amount of the insurance payment is reduced by the amount of previously made payments for temporary loss of ability to work and (or) establishment of disability for the same insured event.

10.6.2 Also, when a disability is established for the Victim, the amount of the insurance payment is reduced by the amount of the previously made insurance payment for temporary disability, if it was paid for the same insured event.

10.7 If the Insurance Contract specifies limits of the Insurer's liability for harm caused to the life or health of one passenger, the insurance payment shall be made in the following amounts (as a percentage of the Insurer's liability limit for harm caused to the life or health of one passenger):

- upon death – 100%.
- when establishing disability: Group I – 80%; Group II – 60%; Group III – 40%.
- when establishing the category “disabled child” – 60%.
- in case of temporary loss of ability to work - a 1-month calculation indicator (established in accordance with the legislative act of the Republic of Kazakhstan “On the Republican Budget”, on the day of making the insurance payment) for each day of incapacity, but for a period of no more than 90 calendar days.

10.8 If it is necessary to obtain additional information from authorized bodies and (or) conduct an examination, the period for making a decision may be extended, but not more than by 3 (three) months, of which the Insurer notifies the Policy holder in writing, indicating the reasons for the extension of the period.

10.9 Several losses that occur due to one cause are considered as one insurance event.

10.10 When making a decision on making an insurance payment depending on an event that is recognized as an insured event, the Insurer has the right to reduce the list of documents related to the occurrence of the insured event.

10.11 The amount of damage is determined by the Insurer or an independent expert (appraiser) holding the appropriate license, based on the submitted documents and/or the results of the examination.

10.12 If the actual amount of damage exceeds the established limit of insurance payment, the Policy holder shall bear liability for the excess.

10.13 The total amount of insurance payments for all victims within the framework of one insurance event may not exceed the total insurance amount established by the Insurance Contract.

10.14 If damage is caused to several Victims and the total amount of harm caused to the life, health and (or) property of the Victims exceeds the insured amount established by the Insurance Contract, the insurance payment is made in proportion to the ratio of the amount of harm caused to each Victim to the total amount of damage caused.

10.14.1 First of all, insurance payments are made for harm caused to life and health.

10.15 After the insurance payment has been made, the Insurer continues to bear liability within the limits of the insured amount, reduced by the amount of the insurance payment made.

10.16 For late payment of insurance benefits, the Insurer shall be liable in accordance with the current civil legislation of the Republic of Kazakhstan.

10.17 The Insurer is **liable for the destruction or loss** of the Passenger's baggage accepted for carriage:

10.17.1 without the declared value of baggage - in the amount of actual damage determined by an independent appraiser, based on the market value of baggage (items) on the date of the occurrence of the insured event, taking into account depreciation;

10.17.2 with the declared value of baggage - in the amount of the declared value of the lost baggage. Without supporting documents, the amount of the insurance payment will not exceed the actual value established on the basis of an independent appraiser's report.

10.18 The insurer is **liable for damage** to the passenger's baggage and/or property of a third party in the amount of actual damage determined on the basis of a report from an independent appraiser.

10.18.1 Unless otherwise specified in the Insurance Contract, the amount of insurance payment for damage caused to the property/luggage of each Victim may not exceed 200 (two hundred) monthly calculation indicators established by the legislation of the Republic of Kazakhstan "On the Republican Budget" on the day of the insurance payment.

10.19 **In case of total destruction** property (destruction of property), in which restoration is technically impossible or economically impractical, including if the cost of restoration repairs exceeds 80 (eighty) percent of the actual value of the property on the date of the occurrence of the insured event, the Insurer has the right to make an insurance payment in the amount of the actual value of the damaged property at the time of the occurrence of the insured event, minus the value of the remains suitable for further use.

10.20 The insurer is obliged to make a decision on making an insurance payment or on refusing to make an insurance payment and send the Policy holder and/or the injured party a written reasoned notice of the decision taken within 15 (fifteen) business days from the date of receipt of all necessary documents stipulated by these Rules and the Insurance Contract.

10.21 Violation by the Policy holder of the terms of the Insurance Agreement or the requirements of the legislation of the Republic of Kazakhstan, which affected the occurrence of an insured event or the determination of the amount of damage, is grounds for refusal to make an insurance payment.

10.22 The Insurer's refusal to make an insurance payment may be appealed by the Policy holder or the Beneficiary in court.

11 FORCE MAJEURE

11.1 Force majeure circumstances are understood to mean extraordinary and unavoidable circumstances under given conditions (circumstances of insuperable force) that arise after the conclusion of the insurance contract, which the Parties could not reasonably foresee or prevent.

11.2 The party shall be released from liability for full or partial failure to fulfill obligations under the insurance contract if such failure was a direct consequence of the occurrence of force majeure circumstances.

11.3 Force majeure circumstances include, but are not limited to:

11.3.1 natural disasters (floods, fires, earthquakes and other natural catastrophes), military actions and military operations of any nature, terrorist acts, mass riots, blockades, epidemics and pandemics, as well as decisions and prohibitions of government bodies that make it impossible to fulfill obligations under the insurance contract.

11.4 A Party that is unable to fulfill its obligations due to force majeure circumstances is obliged to notify the other Party of the occurrence, expected duration and termination of such circumstances within a reasonable

time.

11.5 Proper confirmation of force majeure circumstances are documents issued by authorized government agencies or other competent organizations in accordance with the legislation of the Republic of Kazakhstan.

12 CHANGING THE DEGREE OF RISK

12.1 During the period of validity of the Insurance Contract, the Policy holder is obliged to immediately, but in any case, no later than 3 (three) working days from the moment when he learned, inform the Insurer of significant changes in the degree of risk.

12.2 If the Policy holder or Insured objects to a change in the terms of the insurance contract or an additional payment of the insurance premium, the Insurer has the right to demand termination of the insurance contract. The insurance contract terminates upon the Policy holder's receipt of written notice from the Insurer regarding its termination.

12.3 If the Policy holder or Insured fails to fulfill their obligations under these Rules, the Insurer has the right to demand termination of the Insurance Contract and compensation for damages caused by the termination. The insurance contract shall terminate upon receipt of written notice from the Insurer by the Policy holder.

12.4 The insurer has no right to demand termination of the Insurance Contract if the circumstances leading to an increase in the insurance risk have already ceased to exist.

13 EARLY TERMINATION AND CHANGES TO THE TERMS OF THE INSURANCE CONTRACT

13.1 The insurance contract is terminated in the following cases:

13.1.1 upon expiration of the insurance period;

13.1.2 recognition of the Insurance Contract as invalid by a court decision that has entered into legal force;

13.1.3 fulfillment by the Insurer of its obligations to make an insurance payment in full of the insured amount;

13.1.4 failure of the Policy holder to pay the insurance premium (the next insurance installment) within the established timeframes when paying the premium in installments;

13.1.5 early termination of the Insurance Contract at the initiative of the Insurer on the basis of a written notice sent to the Policy holder;

13.1.6 in other cases stipulated by the Insurance Agreement and the legislation of the Republic of Kazakhstan.

13.2 Early termination of the Insurance Contract:

13.2.1 at the request of the Policy holder or the Insurer;

13.2.2 by agreement of the parties, in the manner and under the conditions established in paragraph 1 of Article 841 of the Civil Code of the Republic of Kazakhstan, established by the legislation of the Republic of Kazakhstan.

13.3 The party initiating early termination of the Insurance Contract is obliged to notify the other party 30 (thirty) calendar days prior to the expected date of termination of the insurance.

13.4 In case of early termination of the Insurance Contract on the grounds provided for in paragraph 1 of Article 841 of the Civil Code of the Republic of Kazakhstan, the return of the insurance premium (insurance contributions) is carried out according to the following formula:

(SP – SP*RS) /N*n, Where:

SP – paid insurance premium (insurance contributions);
RS – the Insurer’s expenses for conducting the case, but not less than the actual expenses incurred;
N – insurance period (in days);
n – the number of days remaining until the end of the insurance period.

13.5 The day of filing an application for termination of the Insurance Contract is considered to be the day used when calculating the return of the insurance premium.

13.6 If the Policy holder, who is an individual, refuses the Insurance Contract within 14 (fourteen) calendar days from the date of conclusion of the Insurance Contract, the Insurer shall return the paid insurance premium (insurance contributions) minus a portion of the insurance premium (insurance contributions) in proportion to the time during which the insurance was in effect and the costs associated with the termination of the Insurance Contract, not exceeding 10 (ten) percent of the received insurance premium (insurance contributions).

13.7 The Policy holder has the right to terminate the Insurance Contract at any time, unless otherwise provided by the Insurance Contract. If the Policy holder terminates the Insurance Contract, unless due to the circumstances specified in paragraph 1 of Article 841 of the Civil Code of the Republic of Kazakhstan, the

insurance premium or insurance contributions paid to the Insurer are non-refundable.

13.8 In the event of early termination of insurance due to the fault of the Insurer, the latter is obliged to return to the Policy holder the paid insurance premium (insurance contributions) in full.

13.9 All changes and additions to the terms of the Insurance Contract shall be made in written and/or electronic form by concluding an additional agreement to the Insurance Contract between the Policy holder and the Insurer.

14 SUBROGATION

14.1 The insurer has the right to make a recourse claim against the Policy holder or another person in the cases and in the manner stipulated by the legislation of the Republic of Kazakhstan and the Insurance Agreement.

14.2 The Policy holder (Beneficiary) is obliged to transfer to the Insurer all documents and information in his possession that are necessary for the exercise of the right of claim transferred to the Insurer, and also to assist the Insurer in the exercise of this right.

14.3 The assignment by the Policy holder (Beneficiary) of the right of claim against the person responsible for the damage caused, in a part exceeding the amount of the insurance payment, is permitted if such right exists and with the consent of the Insurer and is executed in writing.

15 DOUBLE INSURANCE

15.1 Double (multiple) insurance – insurance of the same object with several insurers under independent contracts with each.

15.2 In case of double insurance, each insurer bears liability to the Policy holder within the limits of the Insurance Contract concluded with it, however, the total amount of insurance payments received by the Beneficiary from all insurers cannot exceed the actual damage.

15.3 The Beneficiary has the right to receive an insurance payment from any insurer up to the insured amount stipulated by the Insurance Contract concluded with them. If the received insurance payment does not cover the actual damage, the Policy holder has the right to receive the missing amount from another insurer.

15.4 An insurer who is fully or partially released from paying an insurance payment due to the fact that the damage caused has been compensated by other insurers is obliged to return to the Insured the corresponding portion of the insurance premiums, less the expenses incurred.

15.5 In case of double insurance, after the occurrence of an insured event, the Policy holder is obliged to provide the Insurer with all information related to the settlement of the issue of insurance payment with other insurers, including information on the amount of insurance payment received from other insurers.

15.6 In case of double insurance, the Insurer has the right to clarify the causes and circumstances of an event that has the characteristics of an insured event, and to determine the amount of losses caused as a result of the insured event, jointly with other insurers.

16 DISPUTE RESOLUTION PROCEDURE

16.1 Disputes arising under the Insurance Agreement are resolved through negotiations. If agreement is not reached, the dispute is referred to the court in accordance with the procedure established by the current legislation of the Republic of Kazakhstan.

17 ADDITIONAL TERMS

17.1 All mutual settlements between the parties are carried out in the national currency of the Republic of Kazakhstan – tenge.

17.2 The contents and terms of the Insurance Agreement are a commercial secret. The parties are obligated to maintain strict confidentiality and may not disclose the terms, contents, and terms of the Insurance Agreement, including to the media, except as required by the legislation of the Republic of Kazakhstan.

17.3 By signing the Insurance Contract, the Policy holder confirms that they have read and agree to the terms of the Insurance Rules. In the event of a dispute, the Policy holder may not claim ignorance of or failure to provide the Insurance Rules.

17.4 In the event of any discrepancy between the contents of the Insurance Contract and these Rules, the terms of the Insurance Contract shall apply if this is expressly stipulated in the Insurance Contract.

17.5 The insurance contract may provide for other conditions that do not contradict the legislation of the Republic of Kazakhstan.

Appendix 1
to the Rules for Insurance
of Civil Liability of Aircraft Owners dated ___2026

POLICY EXCLUSION OF LIABILITY FOR NOISE, POLLUTION AND OTHER HAZARDS

1. Pursuant to this Policy, the Insured's civil liability for bodily injury or damage to the property of third parties arising out of occurrences caused by:

a) noise (whether audible to the human ear or not), vibration, sonic boom and/or any other similar phenomena;

b) pollution or contamination of any kind;

c) electrical or electromagnetic interference;

d) interference with the use of property, except where such damage is caused by fire, explosion arising from an accident, crash, collision or other recorded occurrence involving an aircraft in flight, resulting in the operation of the aircraft in an abnormal manner,shall not constitute an insured event.

2. All provisions of the Insurance Contract relating to the Insurer's obligation to make an insurance indemnity shall not apply to claims for damage:

a) arising out of the occurrences specified in paragraph 1 of this Policy;

b) arising out of any combination of occurrences covered under the Insurance Contract and occurrences specified in paragraph 1 of this Policy.

3. Where damage is caused in circumstances described in subparagraph b) of paragraph 2 of this Policy, the Insurer shall indemnify the Insured, within the limit of the sum insured specified in the Insurance Contract, only for the corresponding portion of the losses (in proportion to the amount of proven damage) arising out of occurrences covered under the Insurance Contract, including:

a) any sum awarded against the Insured;

b) legal and court costs incurred by the Insured with the prior written consent of the Insurer.

4. This Policy shall not apply to the application of the “Policy Exclusion of Nuclear Risks” – AVN 38B / AVN 71.

AVN 46B
(01.10.96.)

Appendix 2
to the Rules for Insurance
of Civil Liability of Aircraft Owners dated ___2026

POLICY EXCLUSION OF NUCLEAR RISKS

1. Pursuant to this Policy, loss of or damage to any property and/or the Insured's civil liability for causing any damage arising out of occurrences caused by:
a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear device or any nuclear component thereof;
b) the radioactive properties, or a combination of radioactive properties with toxic, explosive or other hazardous properties, of any other radioactive material while carried as cargo, including its storage and loading or unloading;
c) ionising radiation or radioactive contamination from any other source of radioactivity, or the toxic, explosive or other hazardous properties of any other radioactive source,
shall not constitute an insured event.

2. Pursuant to this Policy, the radioactive materials or radioactive sources referred to in subparagraphs 1(b) and 1(c) of this Policy shall not include:
a) depleted uranium or natural uranium in any form;
b) radioisotopes which have reached the final stage of processing and are suitable for use for scientific, medical, agricultural, commercial, educational or industrial purposes.

3. Under the Insurance Contract, loss of or damage to any property and/or the Insured's civil liability for causing any damage shall not constitute an insured event where:
a) the Insured is also an insured person or co-insured under other insurance contracts, including contracts covering liability for damage arising from the use of nuclear energy;
b) any individual or organisation (other than the Insured) is required to provide financial protection under the laws of the countries in which the insured aircraft are operated;
c) the Insured is entitled to compensation for the loss from any government or its organisation as if the insurance were not in force.

4. Loss of, damage to or destruction of any property and/or the Insured's civil liability for causing any damage arising out of an occurrence caused by the effect of the radioactive materials or radioactive sources referred to in paragraph 2 of this Policy may be regarded as an insured event, provided that:
a) the carriage of any radioactive material as cargo, including storage or loading or unloading, is carried out in accordance with the ICAO “Technical Instructions for the Safe Transport of Dangerous Goods by Air” or in accordance with any more stringent requirements imposed by applicable law;
b) the occurrence referred to above takes place during the period of insurance and the claim for insurance indemnity is received by the Insurer within the period prescribed by the applicable legislation of the Republic of Kazakhstan;
c) in the event of destruction of, damage to or loss of use of an aircraft due to radioactive contamination, the level of radioactive contamination exceeds the maximum permissible level specified in the Table:

Emitter (IAEA Safety Standards)	Maximum Permissible Level of Surface Radioactive Contamination (averaged over an area exceeding 300 cm^2)
Beta and gamma emitters, and low-toxicity alpha emitters	Not exceeding 4 Bq/cm^2 (0.1 nCi/cm^2)
All other emitters	Not exceeding 0.4 Bq/cm^2 (0.01 nCi/cm^2)

d) the insurance provided in accordance with paragraph 4 of this Policy may be terminated upon the expiry of 7 days from the date on which the Insurer gives the Insured written notice thereof.

AVN 38B
(22.07.96)

Appendix 3
to the Rules for Insurance
of Civil Liability of Aircraft Owners dated ___2026

POLICY EXCLUSION OF NUCLEAR RISKS

1. Pursuant to this Policy, loss of or damage to any property and/or the Insured's civil liability for causing any damage arising out of occurrences caused by:

a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear device or any nuclear component thereof;

b) ionising radiation or radioactive contamination from any other radioactive source, or the toxic, explosive or other hazardous properties of such radioactive source, shall not constitute an insured event.

AVN 71
(22.07.96)

Appendix 4
to the Rules for Insurance
of Civil Liability of Aircraft Owners dated ___2026

POLICY EXCLUSION OF WAR, HIJACKING AND OTHER PERILS

1. Pursuant to this Policy, loss of or damage to any property and/or the Insured's civil liability for causing any damage arising out of occurrences caused by:
a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, acts of military authority or of persons or forces unlawfully assuming power, or attempts to unlawfully assume power;
b) any explosion of any weapon employing atomic or nuclear fission and/or fusion or other similar reaction or radioactive force or matter;
c) strikes, riots, acts of civil disorder or civil commotion;
d) any act of one or more persons, whether or not agents of a sovereign State, directed towards the attainment of political or terrorist objectives, whether the loss of or damage to any property resulting from such act is accidental or intentional;
e) any malicious act or sabotage;
f) confiscation, nationalisation, seizure, restraint, appropriation, requisition for title or use, or under the order of any government (whether civil, military or de facto) or public or local authority;
g) hijacking, unlawful seizure or exercise of forcible control of an aircraft or crew in flight (including any attempt at such seizure or control) by one or more persons on board the aircraft acting without the consent of the Insured,
shall not constitute an insured event.
2. In addition, under the Insurance Contract, loss of or damage to any property and/or the Insured's civil liability for causing any damage occurring while the aircraft is outside the control of the Insured as a result of any of the events referred to above shall not constitute an insured event.

An aircraft shall be deemed to have been returned to the control of the Insured as soon as the Insured is again in free possession of, and able to use or dispose of, the aircraft.

The aircraft must, however, be safely returned to the Insured and be fully serviceable for operation at an aerodrome within the geographical limits of operation of the aircraft specified in the Insurance Contract.

The aircraft shall be deemed to have been safely returned when it is parked with its engines shut down and without any compulsion by third parties.

AVN 48B
(01.10.96)