

On Compulsory Civil Liability Insurance of Private Notaries

Unofficial translation

The Law of the Republic of Kazakhstan dated 11 June, 2003 № 435.

Unofficial translation

This Law regulates public relations arising due to compulsory civil liability insurance of private notaries and establishes legal, economic and organizational grounds for its performance.

Chapter 1. General provisions Article 1. Basic concepts used in this Law

The following basic concepts are used in this Act:

1) private notary - a citizen of the Republic of Kazakhstan who carries out notarial activity without formation of a legal entity on the basis of a license for the right to carry out notarial activity and who has undergone registration in the territorial body of justice;

2) Civil liability of a private notary - the obligation of a private notary to compensate the damage caused by notarial actions, established by the civil legislation of the Republic of Kazakhstan;

3) Beneficiary - a person who, in accordance with this Law, is the recipient of insurance payment;

4) insured event - an event upon the occurrence of which the insurance contract provides for insurance payment;

5) insurance ombudsman - an independent natural person in his activity who carries out the settlement of disputes between the participants of the insurance market in accordance with the Law of the Republic of Kazakhstan "On Insurance Activities";

6) Sum insured - the amount of money for which the object of insurance is insured and which represents the maximum amount of insurer's liability upon occurrence of an insured event;

7) insurance premium - the amount of money that the insurer is obliged to pay to the insurer for the latter's acceptance of the obligation to make an insurance payment to the beneficiary in the amount determined by the contract of compulsory civil liability insurance of a private notary;

8) insurance indemnity - the amount of money paid by the insurer to the policyholder (beneficiary) within the limits of the sum insured upon occurrence of the insured event;

9) insurer - a legal entity registered as an insurance company and having a license for the right to carry out insurance activities, which is obliged, upon occurrence of an insured event, to make an insurance payment to the policyholder or other person in favor of whom the

contract has been concluded (beneficiary), within the limits of the sum insured determined by the contract;

10) Policyholder - a private notary who has concluded a contract of compulsory civil liability insurance of a private notary with the insurer;

11) third party - a person who is not a party to the contract of compulsory insurance of civil liability of a private notary, property interests of which are damaged in the performance of professional duties by a private notary, related to the performance of notarial acts, for the implementation of which the private notary in accordance with the legislation of the Republic of Kazakhstan on the notary shall be obliged to conclude a contract of compulsory insurance of civil liability of a private notary;

12) franchise - release of the insurer from compensation for loss not exceeding a certain amount.

Footnote. Article 1 in the wording of the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced upon the expiration of ten calendar days after the day of its first official publication).

Article 2. Legislation of the Republic of Kazakhstan on compulsory civil liability insurance of private notaries

1. Legislation of the Republic of Kazakhstan on compulsory civil liability insurance of private notaries shall be based on the Constitution of the Republic of Kazakhstan and consist of the Civil Code of the Republic of Kazakhstan, this Law and the other regulatory legal acts of the Republic of Kazakhstan.

2. If international treaty, ratified by the Republic of Kazakhstan establishes other rules than those contained in this Law, the rules of international treaty shall be applied.

3. The provisions of this Law applied to the insurer, including the insurance organization, shall apply to branches of non-resident insurance organizations of the Republic of Kazakhstan opened in the territory of the Republic of Kazakhstan.

Footnote. Article 2 as amended by the Law of the RK dated 02.01.2021 № 399-VI (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

Article 3. Object of compulsory civil liability insurance of private notaries

Object of compulsory civil liability insurance of private notaries (hereinafter – compulsory liability insurance of private notaries) are the private interests of the private notary linked with its obligation to compensate the harm inflicted to the third parties as a result of its commitment of notarial actions for carrying out of which the private notary shall conclude the contract of compulsory liability insurance of the private notary (hereinafter – notarial actions) in accordance with the legislation of the Republic of Kazakhstan.

Article 4. Purpose and basic principles of compulsory liability insurance of private notaries

1. The purpose of compulsory liability insurance of private notaries is provision of protection of the property interests of the third parties to which the harm is inflicted as a result of commitment of notarial actions by the private notary by making insurance payments.

2. Basic principles of compulsory liability insurance of private notaries are:

the activities of a private notary whose liability is insured under a contract of compulsory private notary liability insurance;

performance of the obligations by parties under the contract of compulsory liability insurance of private notaries.

Footnote. Article 4 with the change introduced by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced ten calendar days after the day of its first official publication).

Article 4-1. Special aspects of carrying out compulsory liability insurance of private notaries

1. excluded by the Law of the Republic of Kazakhstan dated 27.04.2015 № 311-V (shall be enforced upon the expiration of ten calendar days after the day of its first official publication).

2. Activity that is directed to the limitation or elimination of business competition, provision or receipt of the unfounded advantages on conclusion of contracts of compulsory liability insurance of private notaries by the one insurer owed to the others, the impairment of rights and legal interests of the insureds shall not be admitted.

Footnote. The Law is supplemented by Article 4-1 in accordance with the Law of the Republic of Kazakhstan dated 30.12.2009 № 234-IV; the Law of the Republic of Kazakhstan № 311-V dated 27.04.2015 (shall be enforced upon expiration of ten calendar days after the day of its first official publication).

Article 4-2. Information exchange

Bodies of justice, bodies of public prosecutor's office, other state bodies and the organizations having the information necessary for acknowledgement of the fact of occurrence of an insured event and its consequences, are obliged to give the given information to the insurer, insured (beneficiary), insurance ombudsman at their reference.

Footnote. Chapter 1 was supplemented by Article 4-2 in accordance with the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced upon the expiration of ten calendar days after the day of its first official publication).

Article 5. Persons the civil liability of which shall be subject to compulsory insurance

1. Civil liability of private notaries carrying out the activity in the manner established by the legislation of the Republic of Kazakhstan shall be subject to compulsory insurance.

2. Conclusion of the contract of voluntary civil liability insurance linked with carrying out the notarial activity by the private notary shall release it from the obligation on conclusion of the contract of compulsory liability insurance of private notaries.

Article 6. Inadmissibility of carrying out the activity of the private notary without conclusion of the contract of compulsory liability insurance of private notaries

1. The private notary shall not have the right to commit notarial actions without conclusion of the contract of compulsory liability insurance of private notaries.

2. The private notary carrying out the activity without conclusion of the contract of compulsory liability insurance of private notaries shall bear the responsibility established by the Laws of the Republic of Kazakhstan.

Article 7. State supervision and control in the field of compulsory liability insurance of private notaries

1. State supervision and control over the activity of insurance organizations shall be carried out by the authorized body for regulation, control and supervision of the financial market and financial organizations (hereinafter - the authorized body) in accordance with the legislation of the Republic of Kazakhstan.

2. The state control of performing the requirements of this Law by the private notary in part concerning the obligation of concluding the contract of compulsory liability insurance of private notaries and appliance of the measures to private notaries that breached such requirement shall be imposed on the bodies of justice in accordance with this Law within their competence established by the legislative acts of the Republic of Kazakhstan.

Footnote. Article 7 as amended by the Law of the Republic of Kazakhstan dated 05.07.2012 № 30-V (shall be enforced upon expiry of ten calendar days after its first official publication); ated 03.07.2019 № 262-VI (shall be enforced from 01.01.2020).

Chapter 2. Contract of compulsory liability insurance of private notaries Article 8. Contract of compulsory liability insurance of private notaries and order of its conclusion

1. Compulsory liability insurance of private notaries shall be carried out on the basis of the contract concluded in accordance with this Law and the Civil Code of the Republic of Kazakhstan between the insurer and insurant in behalf of the third party, the property interests of which may be inflicted by harm upon carrying of notarial actions by the private notary.

The private notary shall conclude the contract of compulsory insurance of its civil liability before commitment of the notarial actions by it.

2. Making of insurance payment on the obligation arisen due to infliction of harm to the third parties upon commitment of the notarial actions by the insurant with the exception of

compensation of moral harm, denied profit and payment of the forfeit shall be provided by the contract of compulsory liability insurance of private notaries.

3. The compulsory liability insurance contract for private-sector notaries shall be executed only with an insurer licensed to provide this type of compulsory insurance. Conclusion of such contract for the said insurer shall be mandatory, unless otherwise specified by the laws of the Republic of Kazakhstan.

4. The contract of compulsory insurance of private notaries' liability shall be concluded by the insurer in the form of an insurance policy in electronic form.

Requirements for the content and execution of insurance policy on mandatory insurance of private notaries' liability are established by the legislation of the Republic of Kazakhstan on insurance and insurance activities.

Responsibility for incompleteness of the conditions to be specified in the contract of compulsory insurance of private notaries' liability shall be borne by the insurer. In the event of a dispute under the contract of compulsory insurance of private notaries' liability due to incompleteness of its individual terms, the dispute shall be resolved in favor of the insured.

4-1. Upon the request of the policyholder, a contract of compulsory private notary liability insurance may be concluded by written application to the insurer or by an exchange of electronic information resources between the policyholder and the insurer.

5. If the contract of compulsory liability insurance of private notaries is concluded on conditions degrading the situation of the insurant or third parties in comparison with that is provided by this Law, the insurer shall incur obligations owed to the insurant and third parties upon occurrence of the insured event on conditions established by this Law.

Footnote. Article 8 as amended by the laws of the Republic of Kazakhstan dated 27.02.2017 № 49-VI (shall be enforced upon the expiration of ten calendar days after the day of its first official publication); from 02.07.2018 № 166-VI (shall be enforced dated 01.01.2019); № 138-VII of 12.07.2022 (shall enter into force sixty calendar days after the date of its first official publication).

Article 8-1. Requirements for the insurer and Internet resources when concluding a contract of compulsory liability insurance for private notaries and settling insured events through the exchange of electronic information resources

1. When concluding contracts of compulsory liability insurance for private notaries in electronic form and settling insured events thereunder, the internet resource and (or) the insurer's information system shall be used for the exchange of electronic information resources between the organization for the formation and maintenance of the database, the insurer and the insured (beneficiary).

When submitting an application for the conclusion of the contract of compulsory liability insurance of private notaries in electronic form and settlement of an insured event, the insurant is not required to use specialized software.

The internet resource of the organization for the formation and maintenance of the database shall contain a link to the internet resource of the insurance organization used for the conclusion of contracts of compulsory liability insurance for private notaries and settlement of insured events in electronic form.

2. The procedure for exchange of electronic information resources between the organization for formation and maintenance of the database and the insurer, the insurer and the insured (beneficiary) shall be determined by the regulatory legal act of the authorized body.

3. When concluding a contract of compulsory liability insurance of private notaries and settling insured events thereunder using the insurer's Internet resource, the insurer shall be obliged to ensure:

1) immediate sending of a notification to the policyholder of the conclusion of the contract of compulsory liability insurance of private notaries or refusal to conclude it (with indication of the reasons for refusal) in the form of an electronic message;

2) notification of the policyholder (beneficiary) of the main stages of the insurance event settlement process, including refusal to accept documents for settlement of the event (with indication of the reasons for refusal), in the form of an electronic message in accordance with the procedure determined by the regulatory legal act of the authorized body;

3) the possibility for the policyholder to check the information on the concluded contract of compulsory private notaries' liability insurance on the insurance organization's website;

4) the possibility for the policyholder (beneficiary) to check the information on the insured event under the contract of compulsory private notaries' liability insurance on the insurance organization's website;

5) storage of the contract of compulsory liability insurance of private notaries in electronic form and information on the insured event under it with the provision of round-the-clock access for the policyholder (beneficiary) to the insurer's Internet resource;

6) possibility for the policyholder (beneficiary) to create and send to the insurer information in electronic form (applications, notifications and (or) other documents, information) necessary for:

conclusion of the contract of compulsory liability insurance of private notaries;

early termination of the contract of compulsory liability insurance of private notaries;

notification of the occurrence of an insured event (event considered as an insured event);

determination of the amount of damage caused;

receipt of insurance payment;

settlement of disputes arising from the contract of compulsory liability insurance of private notaries, taking into account the specifics provided for in Article 19-1 of this Law.

Notification on conclusion of the contract of compulsory liability insurance of private notaries and settlement of insured events thereunder shall be sent from the organization for formation and maintenance of the database.

Requirements to the procedure and content of notifications on the conclusion of the contract of compulsory liability insurance of private notaries and settlement of insured events thereunder shall be determined by the authorized body.

4. When concluding the contract of compulsory liability insurance of private notaries by means of exchange of electronic information resources, the insurance contract shall be deemed concluded by the policyholder from the date of payment by the policyholder of the insurance premium (the first insurance premium in case of payment of the insurance premium in installments), unless otherwise provided by the contract of compulsory liability insurance of private notaries.

5. When concluding the contract of compulsory liability insurance of private notaries by means of exchange of electronic information resources, the policyholder shall pay the insurance premium (the first insurance premium in case of payment of the insurance premium in installments) after familiarizing himself with the insurance terms and conditions provided for by this Law, thus confirming his consent to conclude the contract of adhesion on the terms and conditions offered to him.

6. The insurer shall ensure the possibility to conclude contracts of compulsory liability insurance of private notaries and settlement of insured events thereunder using the insurer's Internet resource round the clock.

7. The activities of insurance agents for conclusion of contracts of compulsory liability insurance of private notaries shall not be allowed.

Footnote. Chapter 2 was supplemented by Article 8-1 in accordance with the Law of the Republic of Kazakhstan № 166-VI dd. 02.07.2018 (shall be enforced dated 01.01.2019); in the wording of the Law of RK dated 12.07.2022 № 138-VII (shall enter into force dated 01.01.2024).

Article 9. Validity of the contract of compulsory liability insurance of private notaries

1. If the contract of compulsory liability insurance of private notaries does not provide otherwise, it shall be enforced and be compulsory for the parties from the date of paying insurance premium by the insurant and upon its payment by installment – of the first insurance contribution.

2. The contract of compulsory liability insurance of private notaries shall be concluded for the term of twelve months from the date of its entering into force.

Period of validity of insurance protection shall coincide with the term of the validity of the contract of compulsory liability insurance of private notaries.

3. Validity of the contract of compulsory liability insurance of private notaries shall be limited by the territory of the Republic of Kazakhstan, unless otherwise is provided by the contract of compulsory liability insurance of private notaries.

Article 10. Termination of the contract of compulsory liability insurance of private notaries

Contract of compulsory liability insurance of private notaries shall be terminated in the following cases:

- 1) the expiration of the contract;
- 2) early termination of the contract;
- 3) making of insurance payment (insurance payments) by the insurer in amount of the insured amount determined by conditions of the contract of compulsory liability insurance of private notaries.

Article 11. Early termination of the contract of compulsory liability insurance of private notaries

Order, conditions and consequences of early termination of the contract of compulsory liability insurance of private notaries shall be determined in accordance with the civil legislation of the Republic of Kazakhstan.

Article 12. Invalidity of the contract of compulsory liability insurance of private notaries

Conditions, grounds and consequences of recognizing the contract of compulsory liability insurance of private notaries invalid shall be determined in accordance with the civil legislation of the Republic of Kazakhstan.

Article 13. Rights and obligations of the insurant

1. The insurant shall have the right to:
 - 1) require explanations of conditions of compulsory liability insurance of private notaries, own rights and obligations under the contract of compulsory liability insurance of private notaries from the insurer;
 - 2) familiarize with financial report of the insurer;
 - 2-1) to familiarise themselves with the findings of the damage assessment and calculations of the amount of the insurance benefit made by the insurer (including via the insurer's website);
 - 3) receive insurance payment in the manner and on conditions provided by this Law;
 - 3-1) to apply to the insurer, taking into account the peculiarities provided for in Article 19 -1 of this Law, or to the insurance ombudsman or the court to settle issues arising from the contract of compulsory insurance of private notaries' liability;
 - 4) forward the application and enclosed documents to the insurance ombudsman (directly to the insurance ombudsman, including via its internet site, or via the insurer, including via its branch, representative office, other separate structural subdivision, internet site) considering the specifics envisaged by the Law of the Republic of Kazakhstan “On Insurance Activities”.
2. The insurant shall be obliged to:
 - 1) pay insurance premium in amount, manner and terms established by the contract of compulsory liability insurance of private notaries;

2) represent details to the insurer upon conclusion of the contract of compulsory liability insurance of private notaries in accordance with the requirements of this Law;

3) inform the insurer by accessible way (orally, in writing) immediately but no later than five business days, as he (she) became known about specifying the requirement or statement of claim of the third party on compensation of harm inflicted as a result of commitment of the notarial actions by him (her);

4) provide all information and documentation available to him (her) to the insurer allowing to judge on the reasons, course and consequences of the event with occurrence of which there is the obligation of the insurant to compensate inflicted harm, as well as on nature and extents of the inflicted harm;

5) provide a possibility to the insurer for participation in regulation of questions linked with requirement of the third parties on compensation of harm;

6) apply measures for prevention or decrease of losses from the insured event;

7) ensure transfer of right of contribution to the insurer, to a person being responsible for occurrence of the insured event;

8) notify the person who has been provided with notarial services by the insurant of their civil liability insurance to compensate for damage to property interests of third parties resulting from notarial acts performed by a private notary.

3. Contract of compulsory liability insurance of private notaries may provide the other rights and obligations of the insurant not inconsistent with the legislative acts of the Republic of Kazakhstan.

Footnote. Article 13 as amended by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced upon expiration of ten calendar days after the day of its first official publication); № 138-VII of 12.07.2022 (shall be enacted sixty calendar days after the date of its first official publication).

Article 14. Rights and obligations of the insurer

1. The insurer shall have the right to:

1) require provision of information on previous contracts of compulsory liability insurance of private notaries, insured events, insurance payments and other details being necessary for entering into the contract of compulsory liability insurance of private notaries provided by the Civil Code of the Republic of Kazakhstan upon conclusion of the contract of compulsory liability insurance of private notaries;

2) participate in the regulation of questions linked with the requirements of the third parties on compensation of harm inflicted by the insurant;

3) bring a right of contribution to a person being responsible for inflicting harm in cases provided by Article 20 of this Law;

4) refuse in making of insurance payment in whole or in part on the grounds provided by Article 21 of this Law.

2. The insurer shall:

1) introduce the insurant with conditions of compulsory liability insurance of private notaries, explain his (her) rights and obligations arisen from the contract of compulsory liability insurance of private notaries;

1-1) should an insured event (an event treated as an insured event) occur within the period of insurance cover under the contract of compulsory liability insurance for private notaries be notified, register it without delay and submit information on the insured event (an event treated as an insured event) to the organisation in charge of establishing and maintaining the database in compliance with the regulatory legal act of the competent authority;

2) return the insurance premium in whole or in part to insurant upon early termination of the contract of compulsory liability insurance of private notaries in cases and in the manner established by the civil legislation of the Republic of Kazakhstan;

2-1) in case of insufficiency of the documents confirming the fact of occurrence of the insured event and the amount of the damage to be compensated by the insurer, within three working days from the date of their receipt to inform the applicant about it with indication of the full list of missing and (or) incorrectly executed documents;

3) make insurance payment upon occurrence of the insured event in the manner and in conditions provided by this Law;

3-1) upon receipt of the application from the policyholder (beneficiary) to consider the claims of the policyholder (beneficiary) and provide a written response indicating the further procedure of dispute settlement within five working days;

3-2) upon receipt of an application from the policyholder (beneficiary) to the insurance ombudsman, redirect the application and the documents attached thereto to the insurance ombudsman within three working days from the date of receipt;

4) compensate expenses to the insurant incurred by him (her) for the purposes of prevention or decrease of losses upon the insured event;

5) provide insurance secrecy;

6) pay the forfeit to the beneficiary party upon untimely making of insurance payment in the manner and in amount established by the Civil Code of the Republic of Kazakhstan.

3. The other rights and obligations may be provided by the treaty of the compulsory liability insurance of private notaries are not contradict to the legislative acts of the Republic of Kazakhstan.

Footnote. Article 14 as amended by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced upon expiration of ten calendar days after the day of its first official publication); № 138-VII of 12.07.2022 (shall be brought into force sixty calendar days after the date of its first official publication).

Chapter 3. Insured amount and insurance premium Article 15. Size of insured amount

The size of the sum insured under the contract of obligatory insurance of responsibility of private notaries is defined by its conditions and should make for the notaries who are carrying out activity in the territory of cities of republican value, capital, - not less than 1000, for other notaries - not less than 500-fold monthly calculation index established by the law on the republican budget for the corresponding financial year, on the date of the contract of obligatory insurance of responsibility of private notaries.

Footnote. Article 15 with the change introduced by the Law of the Republic of Kazakhstan dated 28.12.2018 № 210-VI (shall be enforced upon the expiration of ten calendar days after the day of its first official publication).

Article 16. Size of insurance premium

Size of insurance premium shall be established under agreement of the parties but no more than 4,5 percent from the insured amount determined by conditions of the contract of compulsory liability insurance of private notaries.

Article 17. Order and terms of paying insurance premium

1. The order and terms of paying insurance premium under the contract of compulsory liability insurance of private notaries shall be established by agreements of the parties.

2. If otherwise is not provided by the contract of compulsory liability insurance of private notaries, the insurant shall pay the forfeit for untimely payment of regular insurance contribution to the insurer as for the wrongful use by the other people's money in the manner and amount established by the Civil Code of the Republic of Kazakhstan,

3. The Insurer provides an opportunity to pay the insurance premium by non-cash payment via the Insurer's Internet resource.

Footnote. Article 17 with the change introduced by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced dated 01.01.2019).

Chapter 4. Insured event and insurance payment Article 18. Determination of the insured event and amount of insurance payment

1. The insured event under the contract of compulsory liability insurance of private notaries shall be recognized as the fact of occurrence of the civil liability of the insurant on compensation of harm inflicted to the property interests of third parties as a result of commission of notarial actions by the private notary.

2. The insured event shall be considered as occurred from the date of entering of the court decision into legal force on compensation of the harm inflicted by the insurant or recognition of requirements of third parties by the insurant on compensation of harm as valid and consent of the insurer with recognition of the requirements of the insurant.

3. Amount of insurance payment shall be determined by the insurer proceeding from the sum of requirements of third parties or court decision that came into legal force on compensation of inflicted harm in recognition of provisions of paragraph 2 of Article 8 of this Law.

4. Expenses incurred by the insurant for the purpose of prevention or decrease of losses shall be subject to compensation by the insurer if such expenses were necessary and were incurred for performance of orders of the insurer even though the relevant measures were unsuccessful.

Such expenses shall be compensated in actual amounts however in order that the total sum of insurance payment and compensation of expenses does not exceed insured amount provided by the contract of compulsory liability insurance of private notaries, if the expenses are occurred as a result of performance of orders by the insurant, they shall be compensated in full amount without reference to the insured amount.

5. The size of franchise on each insured event shall be established under agreement of parties, but by this shall not increase five percent from insured amount established in the contract of compulsory liability insurance of private notaries.

In cases when the extent of inflicted harm increases established size of the franchise, the insurance payment shall be made in full size.

Article 19. Conditions and procedure for making insurance payment

1. A claim for the insurance benefit shall be submitted to the insurer by the insurant or a third party in writing, including via the insurer's website as per the legal act of the competent authority, accompanied by the documents required for the payment of the insurance benefit.

Upon the insurer's request, the applicant must submit the original documents to the insurer required to make the insurance payment, excluding the documents available in electronic form in the databases and/or information systems of public authorities accessible to the insurer.

2. The application on insurance payment shall be accompanied by:

1) **excluded by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced upon expiration of ten calendar days after the day of its first official publication);**

2) requirement of third parties on compensation of harm accompanied by the documents confirming the inflicted harm and its size, or court decision that came into legal force on compensation of harm inflicted by the insurant as a result of commission of notarial actions by him (her);

3) copy of certificate of identity of the beneficiary party (for an individual) or the letter of attorney issued to the representative of legal entity;

4) the documents confirming the expenses linked with appliance of the measures on the prevention or decrease of the extent of harm.

3. The insurer that has accepted the documents is obliged to provide the applicant with a certificate indicating the full list of submitted documents and the date of their acceptance.

In case the insured (beneficiary) sends a claim for insurance payment in electronic form, the insurer may submit this certificate in electronic form.footnote.

4. Upon making of insurance payment the insurer shall not have the right to require acceptance of conditions from the beneficiary party restricting his (her) right of claim against the insurer.

5. Beneficiary party is a third party to which the harm is inflicted by the private notary as a result of commission of notarial actions by it and in case of death (reorganization) of the third party – his (her) successors (legal successors).

Beneficiary party may be also the insurant or other person that compensated inflicted harm to the third party (successors (legal successors) within the volume of responsibility of the insurer established by this Law and that gained the right to compensation of own expenses from the insurer.

6. Insurance payment shall be made by the insurer no later than seven business days from the date of receiving the documents by him (her) provided by paragraph 2 of this Article.

7. In cases when amount of insurance payment is contested by parties of the contract of compulsory liability insurance of private notaries or by third parties, the insurer shall be obliged to make insurance payment in the part which is not contested by any of mentioned persons within the term established by paragraph 6 of this Article.

The contested part of insurance payment shall be paid by the insurer within three business days from the date of concluding the amicable agreement and its approval by the court or from the date of entering of the court decision into legal force on such dispute, if the decision is not exposed to immediate performance by the court.

8. Requirement on insurance payment for the harm inflicted to the property interests of third persons in the period of validity of the contract of compulsory liability insurance of private notaries may be submitted to the insurer within three years from the date of occurrence of the insured event.

Footnote. Article 19 as amended by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (for the procedure of implementation, see Article 2); № 138-VII of 12.07.2022 (shall come into force sixty calendar days after the date of its first official publication).

Article 19-1. Peculiarities of settlement of disputes on compulsory civil liability insurance of private notaries

1. Should a dispute arise out of the contract of compulsory liability insurance for private-sector notaries, the insured person (beneficiary) shall have the right to send a written application to the insurer (including via its branch, representative office or internet site), stating his/her claims and enclosing documents proving the claims, or to send an application

to the insurance ombudsman (directly to the insurance ombudsman, including via its internet site, or via the insurer, including via its branch, representative office other separate organisational unit, internet resource) or to the court for the settlement of disputes resulting from the contract of compulsory liability insurance for private notaries, subject to the particulars envisaged by the Law of the Republic of Kazakhstan on Insurance Activity.

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

3. In case of application of the policyholder (beneficiary) to the insurance ombudsman, the insurer shall be obliged, upon request of the policyholder (beneficiary), insurance ombudsman, to submit documents related to consideration and resolution of the dispute within three working days from the date of receipt of the request.

Footnote. Chapter 4 is supplemented by Article 19-1 in accordance with the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced upon the expiration of ten calendar days after the day of its first official publication); as amended by Law of the Republic of Kazakhstan № 138-VII of 12.07.2022 (shall be enacted sixty calendar days after the date of its first official publication).

Article 20. Right of contribution to a person that inflicted the harm

1. The insurer that made insurance payment shall have the right of contribution to the insurant within the paid sum in case of:

1) intended actions of the insurant oriented to occurrence of the insured event or promoting its occurrence;

2) performance by the insured of actions recognized in the order established by legislative acts of the Republic of Kazakhstan, intentional criminal or administrative offences, which are in causal connection with the insured event;

3) increase of the extent of harm in the result of intentional non-acceptance of the rational and accessible measures on its decrease by the insurant;

4) informing of knowingly false details by the insurant to the insurer on the object of insurance, insured risk, insured event and its consequences;

5) refusal of the insurant from the own right of claim to a person being responsible for occurrence of the insured event as well as refusal to send the documents to the insurer being necessary for a transfer of the right of claim.

2. Right of contribution which the insurant has to a person being responsible for the losses compensated as a result of the insurance shall be transferred to the insurer that made insurance payment within the paid sum.

Footnote. Article 20 as amended by the Law of the Republic of Kazakhstan dated 03.07.2014 № 227-V (shall be enforced dated 01.01.2015).

Article 21. Grounds for release of the insurer from making of insurance payment

1. The insurer shall have the right to refuse in insurance payment in whole or in part if the insured event is occurred due to:

1) intended actions of third parties oriented to occurrence of the insured event or promoting of its occurrence;

2) actions of third parties recognized in accordance with the procedure established by legislative acts of the Republic of Kazakhstan, intentional criminal or administrative offenses, which are in causal relationship with the insured event;

3) carrying out the activity by the insurant that does not correspond to the functions and obligations of the notary determined by the legislation of the Republic of Kazakhstan on the notary office;

4) notarial actions committed by the insurant with infraction of the requirements of the legislation of the Republic of Kazakhstan on notary office concerning the territory of the activity of the notary.

2. Ground for refusal of the insurer in making of insurance payment may be also as follows:

1) receiving of the relevant compensation of the loss by the insurant from the person that is guilty in inflicting the loss;

2) non-notification or untimely notification of the insurer on occurrence of the insured event with the exception of cases established by this Law;

3) impeding of the insurer by the insurant in investigation of the circumstances of occurrence of the insured event and in establishing the extent of inflicted harm.

3. Non-notification or untimely notification of the insurer on occurrence of the insured event shall give him (her) the right to refuse in insurance payment, unless it is proved that the insurer became known on occurrence of the insured event without undue delay or the absence of details on this at the insurer might not have an impact on his (her) obligation to make an insurance payment.

4. The insurer shall be released from making of insurance payment, if the insured event is occurred due to:

1) the influence of the atomic explosion, radiation or the radioactive contamination;

2) military activities;

3) civil war, civil disturbance of all kind, mass disorders or strikes.

5. If there are grounds for refusing the insurance benefit, within seven working days of receipt of the documents referred to in Article 19 hereof, the insurer shall forward to the person who submitted the application for the insurance benefit a corresponding decision to refuse the insurance benefit in full or in part in writing with a reasoned justification for the refusal and notification of the insured (insured, beneficiary) of the right to contact the Insurance Ombudsman to settle the dispute, subject to the specifics of the law.

6. The insurer shall not have the right to refuse in insurance payment on the grounds not provided by this Article.

Footnote. Article 21 as amended by the Law of the Republic of Kazakhstan dated 03.07.2014 № 227-V (shall be enforced dated 01.01.2015); № 138-VII of 12.07.2022 (shall become effective upon the expiry of sixty calendar days from the date of its first official publication).

Chapter 5. Final provisions Article 22. Procedure for consideration of disputes

The disputes resulting from the contract of compulsory liability insurance of private notaries shall be considered in the manner established by the legislation of the Republic of Kazakhstan.

Article 23. Responsibility for the breach of the legislation of the Republic of Kazakhstan on compulsory civil liability insurance of private notaries

Persons that are guilty in the breach of the legislation of the Republic of Kazakhstan on compulsory civil liability insurance of private notaries shall entail the responsibility in accordance with the Laws of the Republic of Kazakhstan.

*The President
of the Republic of Kazakhstan*