



## **On Compulsory Insurance of Civil Responsibility of Carrier before Passengers**

### *Unofficial translation*

The Law of the Republic of Kazakhstan dated 1 July, 2003 № 444.

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This Law regulates the relations arising in the scope of compulsory insurance of civil responsibility of carrier before passengers and establishes legal, financial and organizational grounds for its performance.

### **Chapter I. General provisions**

#### **Article 1. Basic concepts used in this Law**

The following basic concepts shall be used in this Law:

- 1) a victim - a passenger whose life, health and (or) property was harmed during the transportation;
- 2) a passenger - an individual who has entered into a contract of transportation with the carrier in oral or written form;
- 3) a passenger's property - a passenger's baggage and the carry-on baggage, carried by the passenger; for the damage of which during the transportation a carrier is responsible;
- 4) a beneficiary - a person who, in accordance with this Law, is the recipient of the insurance payment;
- 5) an insured event - an event upon the occurrence of which the insurance contract provides for the payment of insurance;
- 6) an insurance ombudsman - an individual, independent in his / her activities, who settles disagreements between participants of the insurance market in accordance with the Law of the Republic of Kazakhstan “On insurance activities”;
- 7) insurance amount - the amount of money for which the insured object is insured and which represents the insurer's maximum amount of liability in case of an insured event;
- 8) insurance premium - the amount of money that the policyholder is obliged to pay to the insurer for the latter's obligation to pay the insurance payment to the policyholder (a beneficiary) in the amount, specified in the insurance contract;
- 9) insurance payment - the amount of money paid by the insurer to the policyholder (a beneficiary) within the sum insured upon the occurrence of the insured event;
- 10) an insurer - a legal entity, licensed to carry out insurance activities on the territory of the Republic of Kazakhstan in the manner, prescribed by the legislation of the Republic of

Kazakhstan, which is obliged, upon the occurrence of an insured event, to make an insurance payment to the policyholder or other person in whose favor the contract is concluded (beneficiary), within the amount (insurance amount), specified in the contract;

11) an insured - a person in respect of whom the insurance is carried out;

12) a policyholder - a person who has entered into an insurance contract with the insurer. Unless otherwise provided by the insurance contract, the policyholder is at the same time insured;

13) a carrier - an individual or legal entity, owning rail, marine, inland waterway, air, road vehicles, including urban rail transport, on the basis of ownership or on other legal grounds and carrying out transportation of passengers and their property for payment or for hire in accordance with the legislation of the Republic of Kazakhstan;

14) the civil liability of the carrier to passengers - the carrier's obligation, established by the civil legislation of the Republic of Kazakhstan, to compensate for the damage caused to the life, health and (or) property of passengers during their transportation;

15) franchise - a release of the insurer from payment of damages not exceeding a certain amount.

**Footnote. Article 1 as amended by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced upon expiry of ten calendar days after its first official publication).**

## **Article 2. The legislation of the Republic of Kazakhstan on compulsory insurance of the civil responsibility of carrier before passengers**

1. The legislation of the Republic of Kazakhstan on compulsory insurance of the civil responsibility of carrier before passengers 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 provided by the Law, the rules of international treaty shall be applied.

3. The provisions of this Law applied to an insurer, including an insurance company, shall apply to branches of insurance companies that are non-residents of the Republic of Kazakhstan, opened on the territory of the Republic of Kazakhstan.

**Footnote. Article 2 as amended by the Law of the Republic of Kazakhstan dated 02.01.2021 № 399-VI (effective from 16.12.2020).**

## **Article 3. Object of compulsory insurance of the civil responsibility of carrier before passengers**

Object of compulsory insurance of the civil responsibility of carrier before passengers ( hereinafter – compulsory liability insurance of a carrier) shall be the property interest of a carrier linked with his (her) obligation being established by the civil legislation of the

Republic of Kazakhstan to compensate the harm being inflicted to life, health and (or) property of passengers upon their carriage.

#### **Article 4. Purpose and basic principles of compulsory liability insurance of a carrier**

1. Purpose of compulsory liability insurance of a carrier shall be ensuring of protection of the property interests of passengers upon their carriage by making the insurance payments.

2. The basic principles of compulsory carrier liability insurance shall be:

ensuring the protection of property interests of victims in the amount and manner, established by this Law;

transportation of passengers and their property by the carrier, whose responsibility is insured under the contract of compulsory carrier liability insurance;

ensuring the fulfillment by the parties of their obligations under the contract of compulsory carrier liability insurance.

**Footnote. Article 4 as amended by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced upon expiry of ten calendar days after its first official publication).**

#### **Article 5. Persons whose civil responsibility shall be subject to compulsory liability insurance of the carrier**

1. The civil responsibility of carriers-residents of the Republic of Kazakhstan carrying out the carriage of passengers and their property on the railway, maritime, internal water, air, automobile and city rail transport shall be subject to compulsory liability insurance of the carrier.

2. The civil responsibility of a carrier shall be subject to insurance on each unit of the vehicle being used for carriage of passengers and their property.

Conclusion of the contract of voluntary insurance of the civil responsibility of carrier before passengers shall not release the carrier from the obligation on conclusion of the contract of compulsory liability insurance of the carrier.

**Footnote. Article 5 as amended by the Law of the Republic of Kazakhstan dated 04.07.2013 № 132-V (shall be enforced upon expiry of ten calendar days after its first official publication).**

### **Chapter 2. Ensuring of the functioning of the compulsory liability insurance system of carrier**

#### **Article 6. State control and supervision in the scope of compulsory liability insurance of carrier**

1. State control and supervision over the activities of insurance organizations is carried out by the authorized body for regulation, control and supervision of the financial market and financial organizations (hereinafter referred to as the authorized body) in accordance with the legislation of the Republic of Kazakhstan.

2. State control of performance of the Law by the carrier in a part of conclusion of the contract of compulsory liability insurance of the carrier shall be imposed on:

1) subdivisions of the authorized body for road safety in relation to operation of road and urban rail transport;

2) the authorized state body in the field of transport and communications in relation to the operation of air transport;

3) the state revenue bodies of the Republic of Kazakhstan at the automobile border-crossing points across the State Border of the Republic of Kazakhstan, which coincides with the customs border of the Eurasian Economic Union.

**Footnote. Article 6 as amended by the Laws of the Republic of Kazakhstan dated 31.01.2006 № 125; dated 11.07.2009 № 185-IV (shall be enforced from 30.08.2009); dated 06.01.2010 № 238-IV (order of enforcement see Article 2); dated 30.06.2010 № 297-IV ( shall be enforced from 01.07.2011); dated 05.07.2012 № 30-V (shall be enforced upon expiry of ten calendar days after its first official publication); dated 04.07.2013 № 132-V (shall be enforced upon expiry of ten calendar days after its first official publication); dated 17.04.2014 № 195-V (shall be enforced upon expiry of six months after the day its first official publication); dated 07.11.2014 № 248-V (shall be enforced upon expiry of ten calendar days after the day its first official publication); dated 26.12.2017 № 124-VI (shall be enforced from 01.01.2018); dated 24.05.2018 № 156-VI (shall be enforced upon expiry of ten calendar days after its first official publication); dated 03.07.2019 № 262-VI (shall be enforced from 01.01.2020).**

#### **Article 7. Inadmissibility of transportation of passengers without a contract of compulsory carrier liability insurance**

1. Transportation of passengers by a carrier who has not entered into a contract of compulsory carrier liability insurance shall not be allowed.

2. A carrier performing international transportation shall be obliged to conclude a contract of carrier liability insurance in accordance with the international treaties, ratified by the Republic of Kazakhstan.

3. Subdivisions of the authorized body for road safety and transport control authorities during the verification of documents shall be obliged to verify that the carrier has fulfilled the obligation to conclude a contract of compulsory carrier liability insurance.

4. For violation of paragraph 1 of this article, the authorized state body in the field of transport and communications shall suspend the carrier's license for up to six months.

**Footnote. Article 7 as amended by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced from 01.01.2019).**

#### **Article 8. Special aspects of carrying out the compulsory liability insurance of the carrier**

1. An insurance company, prior to obtaining a license for the right to carry out compulsory insurance of civil liability of a carrier to passengers, must conclude a participation agreement with the Insurance Payments Guarantee Fund in the manner prescribed by the Law of the Republic of Kazakhstan "On the Insurance Payments Guarantee Fund", with the exception of a newly created insurance company, which enters into this agreement within thirty calendar days from the date of obtaining a license for the specified type of compulsory insurance.

2. Insurer carrying out the compulsory liability insurance of the carrier shall be obliged to publish its consolidated financial reporting on an annual basis and in case of absence of the branch organization (organizations – nonconsolidated financial reporting and the audit report in Kazakh and Russian languages no less than in two periodic printed publications distributed on all the territory of the Republic of Kazakhstan in the manner and terms established by the authorized body.

3. The activity being oriented to limitation or elimination of the competition, provision or receiving of the unfounded advantages on conclusion of the contracts of compulsory liability insurance of the carrier by one insurers before the other, impairment of rights and legal interests of insurants shall not be allowed.

4. State enterprises, as well as joint-stock companies whose controlling block of shares belongs to the state, and legal entities affiliated with them shall be obliged to acquire the insurance services on compulsory liability insurance of the carrier in accordance with the legislation of the Republic of Kazakhstan on public procurement.

5. is excluded by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI ( shall be enforced upon expiry of ten calendar days after its first official publication).

Footnote. Article 8 as amended by the Laws of the Republic of Kazakhstan dated 20.02.2006 № 128 (order of enforcement see Article 2); dated 11.07.2009 № 185-IV (shall be enforced from 30.08.2009); dated 30.12.2009 № 234-IV; dated 05.07.2012 № 30-V (shall be enforced upon expiry of ten calendar days after its first official publication); dated 27.04.2015 № 311-V (shall be enforced upon expiry of ten calendar days after the day its first official publication); dated 02.07.2018 № 166-VI (shall be enforced upon expiry of ten calendar days after its first official publication); dated 25.11.2019 № 272-VI (shall be enforced from 02.01.2020); dated 12.07.2022 № 138-VII (shall be enforced upon expiry of sixty calendar days after the day of its first official publication).

## **Article 9. Information interaction**

1. The subdivisions of the authorized body for road safety shall provide one copy of documents to the participants of the traffic accident on the automobile passenger transport documents confirming the fact of occurrence of the insured event on a gratuitous basis, including a copy of the protocol on the violation of traffic rules with the scheme of the incident.

2. Subdivisions of the authorized body for road safety, prosecutors, courts, health care organizations, other state bodies and organizations that have information about the accident on passenger transport and its consequences shall be obliged to provide this information to the insurer, the insured party, beneficiary and insurance ombudsman when they appeal.

3. If it is impossible for a carrier carrying out automobile passenger transportation to inform the injured or their heirs of the occurrence of an insured event, the units of the authorized road safety authority shall inform the respective insurer of this traffic accident.

Any other person shall also have the right to inform an insurer on the insured event.

4. The types of information interaction specified in paragraphs 2 and 3 of this Article may be carried out by exchanging electronic information resources through a unified insurance database.

**Footnote. Article 9 in the new wording of the Law of the Republic of Kazakhstan dated 17.04.2014 № 195-V (shall be enforced upon expiry of six months after the day its first official publication); as amended by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced upon expiry of ten calendar days after its first official publication); dated July 12, 2022 № 138-VII (shall be enforced upon expiration of sixty calendar days after the day of its first official publication).**

### **Chapter 3. Contract of the compulsory liability insurance of the carrier Article 10. Contract of the compulsory liability insurance of the carrier and procedure for its conclusion**

1. The compulsory liability insurance of the carrier shall be carried out on the basis of the contract concluded between an insurant and insurer in accordance with the Law.

2. Making insurance payment on the obligations arising due to the inflicting the harm to life, health and (or) property of the affected person with exception of compensation of the moral harm and lost profit of the affected person including the loss of the commodity value of property as well as compensation of the penalty due to violation of the terms of goods delivery or performance of works (rendering of services), other obligations under the contracts (agreements) by the affected person shall be provided by the contract of the compulsory liability insurance of the carrier.

3. The contract of the compulsory liability insurance of the carrier shall be concluded only with an insurer having the license for the right of carrying out the activity on current type (class) of the compulsory insurance.

Insurant shall be free in choosing the insurer.

The insurer shall not be entitled to refuse the insurant to conclude an agreement of compulsory insurance of the carrier liability, with the exception of cases provided for by the laws of the Republic of Kazakhstan.

Under the contract of the compulsory liability insurance of the carrier, insurant shall pay insurance premium and the insurer shall make insurance payment to a beneficiary upon occurrence of the insured event in amount, manner and terms established by the Law.

4. A contract of compulsory carrier liability insurance shall be concluded by the formalization of an insurance policy in electronic form by the insurer.

The ground for the conclusion of the contract of compulsory carrier liability insurance shall be the application of the policyholder.

The responsibility for the incompleteness of the conditions to be specified in the contract of compulsory carrier liability insurance shall be borne by the insurer. In the event of a dispute arising from the contract of compulsory carrier liability insurance, due to the incompleteness of its individual conditions, the dispute shall be resolved in favor of the policyholder.

4-1. The compulsory liability insurance agreement of the carrier at the request of the insured may be concluded by contacting the insurer or by exchanging electronic information resources between the insured and the insurer.

5. Insurance policy shall contain the amount of the limit volume of the insurer's responsibility on one insured event besides the conditions listed in Article 826 of the Civil Code of the Republic of Kazakhstan.

Requirements for the content and execution of an insurance policy for compulsory carrier liability insurance shall be established by the legislation of the Republic of Kazakhstan on insurance and insurance activities.

**6. Is excluded by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced from 01.01.2019).**

7. If the insurer concluded the contract of the compulsory liability insurance of the carrier on conditions deteriorating position of an insured (insured person) or the affected person in comparison with that which is provided by the Law, then upon occurrence of the insured event, the insurer shall incur obligations before the insured (insured person) and the affected persons on conditions established by the Law.

**Footnote. Article 10 as amended by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced from 01.01.2019); dated 12.07.2022 № 138-VII (shall be enforced upon expiry of sixty calendar days after the day of its first official publication).**

**Article 10-1. Requirements for the insurer and Internet resources when concluding a contract of compulsory carrier liability insurance and settling insured events by exchanging electronic information resources**

1. When concluding an agreement on compulsory liability insurance of the carrier in electronic form and settling insured events under it, the Internet resource and (or) the information system of the insurer are used to exchange electronic information resources between the organization for the formation and maintenance of the database, the insurer and the insured (insured, beneficiary).

When submitting an application for concluding a compulsory carrier liability insurance contract in electronic form and settling an insured event, the insured shall not be required to use specialized software.

On the Internet resource of the organization for the formation and maintenance of the database, a link shall be posted to the Internet resource of the insurance organization used to conclude compulsory insurance contracts for the carrier's liability and settle insured events in electronic form.

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

3. When concluding a compulsory liability insurance contract for the carrier and settling insured events under it using the insurer's Internet resource, the insurer must ensure:

1) immediately sending the policyholder a notice of the conclusion of a compulsory liability insurance contract for the carrier or refusal to conclude it (indicating the reasons for the refusal) in the form of an electronic message;

2) notification of the insured (insured) about the main stages of the settlement process of the insured event, including the refusal to accept documents for settlement (indicating the reasons for the refusal), in the form of an electronic message in the manner determined by the regulatory legal act of the authorized body;

3) possibility of checking by the insured (insured) information on the concluded compulsory carrier liability insurance agreement on the Internet resource of the insurance organization;

4) possibility of verification by the insured (insured, beneficiary) of information on the insured event under the compulsory liability insurance contract of the carrier on the Internet resource of the insurance organization;

5) storage of the carrier's compulsory liability insurance contract in electronic form and information on the insured event on it, providing round-the-clock access for the insured (insured, beneficiary) to the insurer's Internet resource;

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

- conclusion of a compulsory carrier liability insurance contract;
  - early termination of the compulsory carrier liability insurance contract;
  - notification of the occurrence of an insured event (an event considered as an insured event
- );
- determining the amount of damage caused;
  - receiving insurance payment;



settlement of disputes arising from the contract of compulsory insurance of the carrier's liability, taking into account the features provided for in Article 24-1 of this Law.

Notification of the conclusion of a compulsory carrier liability insurance contract and the settlement of insured events under it is sent from the organization for the formation and maintenance of the database.

The requirements for the procedure and content of notifications on the conclusion of a compulsory carrier liability insurance contract and the settlement of insured events under it are determined by the authorized body.

4. When concluding a compulsory carrier liability insurance contract by exchanging electronic information resources, the insurance contract is considered concluded from the date of payment by the insured of the insurance premium (the first insurance premium in case of payment of the insurance premium in installments), unless otherwise provided for by the compulsory carrier liability insurance contract.

5. When concluding a compulsory carrier liability insurance contract by exchanging electronic information resources, the insured pays an insurance premium (the first insurance premium in case of payment of the insurance premium in installments) after familiarizing himself with the insurance conditions provided for by this Law, thereby confirming his consent to conclude an accession contract on the conditions proposed to him.

6. The insurer shall provide the possibility of concluding compulsory insurance contracts for the carrier's liability and settling insured events on them using the insurer's Internet resource around the clock.

7. The activity of insurance agents to conclude compulsory insurance contracts for the carrier's liability shall not be allowed.

**Footnote. Chapter 3 as added by Article 10-1 in accordance with the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall enter into force dated 01.01.2019); in the wording of the Law of the Republic of Kazakhstan dated 12.07.2022 № 138-VII (shall enter into force dated 01.01.2024).**

## **Article 11. Validity of the contract of the compulsory liability insurance of the carrier**

1. Contract of the compulsory liability insurance of the carrier shall be valid in respect of all the persons being recognized as affected persons in accordance with the Law.

2. The contract of the compulsory liability insurance of the carrier shall be enforced and become compulsory for the parties from the date of paying of insurance premium by an insurant, and upon its payment by installment – the first insurance contribution unless otherwise provided by conditions of the contract of compulsory liability insurance of the carrier.

3. The contract of compulsory liability insurance of the carrier shall be concluded for the term of twelve months from the date of its enforcement with the exception of case provided by paragraph 4 of this Article.

The contract of compulsory liability insurance of the carrier shall valid during all the term of insurance and shall not terminate by the first occurred insured event.

4. In case if the right of a carrier to carry out the carriage of passengers and their property expires during the period consisting less than twelve months, the contract of compulsory liability insurance of the carrier shall be concluded only for current period.

4-1. It is allowed to conclude an agreement of compulsory liability insurance of the carrier before passengers for a period of less than twelve months with creditors (insurants) of the liquidated insurance organization-participant in the system for guaranteeing insurance payments.

5. Validity of the contract of compulsory liability insurance of the carrier shall be restricted by the territory of the Republic of Kazakhstan, unless otherwise provided by the international treaty concluded by the Republic of Kazakhstan.

**Footnote. Article 11 as amended by the Law of the Republic of Kazakhstan dated 20.02.2006 № 128 (order of enforcement see Article 2); dated 12.07.2022 № 138-VII (shall be enforced upon expiry of sixty calendar days after the day of its first official publication).**

## **Article 12. Early termination of the contract of compulsory liability insurance of the carrier**

1. Contract of compulsory liability insurance of the carrier shall be terminated in advance in cases established by the Civil Code of the Republic of Kazakhstan.

2. Insurant (in case of death of insurant – his (her) successor (successors) shall submit written application to an insurer for the early termination of the contract of compulsory liability insurance of the carrier.

3. In case of early termination of the contract of compulsory carrier liability insurance and conclusion of a new contract of compulsory carrier liability insurance with the same insurer, the insurer shall have the right to withhold part of the insurance premium in the following amounts:

$$PSP = SP * n / N,$$

where:

PSP - the amount of the insurance premium, withheld by the insurer (in tenge);

SP - the amount of the insurance premium paid under the contract of compulsory carrier insurance (in tenge);

n - the period that has passed since the date of entry into force of the contract of compulsory carrier insurance to the date of its early termination (in days), including the date of applying;

N - the term of the conclusion of the contract of compulsory carrier liability insurance (in days).

4. In case of non-observance of the condition, provided for by paragraph 3 of this article, the insurer shall have the right to withhold part of the insurance premium in case of early termination of the contract of compulsory carrier liability insurance in the following amounts:

№	The period that has passed since the entry into force of the contract of compulsory carrier liability insurance until the moment of its early termination	Insurance premium (in percentage of annual insurance premium)	
1	2	3	
1	up to 1 month inclusive	20	
2	from 1 to 2 months inclusive	30	
3	from 2 to 3 months inclusive	40	
4	from 3 to 4 months inclusive	50	
5	from 4 to 5 months inclusive	60	
6	from 5 to 6 months inclusive	70	
7	from 6 to 7 months inclusive	75	
8	from 7 to 8 months inclusive	80	
9	from 8 to 9 months inclusive	85	
10	from 9 to 10 months inclusive	90	
11	from 10 to 11 months inclusive	95	
12	over 11 months	100	

Footnote. Article 12 as amended by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced upon expiry of ten calendar days after its first official publication).

### **Article 13. Rights and obligations of an insurant (an insured)**

Footnote. The title of Article 13 as amended by the Law of the Republic of Kazakhstan dated 12.07.2022 № 138-VII (shall be enforced upon expiry of sixty calendar days after the day of its first official publication).

1. The insurant (insured) shall have the right to:

1) require the explanations of conditions of compulsory liability insurance of the carrier, own rights and obligations under the contract of compulsory liability insurance of the carrier;

2) is excluded by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced from 01.01.2019);

3) use services of an independent expert for evaluation of the size of inflicted harm to health and (or) property of the affected person;

4) get acquainted with the results of assessing the amount of damage caused and calculating the amount of insurance payment made by the insurer (including through the insurer's Internet resource) or by an independent expert;

5) terminate ahead of schedule the compulsory liability insurance of the carrier (this right applies only to the insured);

5-1) contact the insurer, taking into account the specifics provided for in Article 24-1 of this Law, or the insurance ombudsman or the court to resolve issues, arising from the contract of compulsory carrier liability insurance;

6) send an application and attached documents to the insurance ombudsman (directly to the insurance ombudsman, including through his/her Internet resource, or through the insurer, including his/her branch, representative office, another separate structural unit, Internet resource), taking into account the specifics provided for by the Law of the Republic of Kazakhstan "On Insurance Activity";

7) receive the insurance payment in cases provided by the Law.

The agreement of compulsory insurance of the carrier liability may provide other rights of the insurant (insured) that do not contradict the laws of the Republic of Kazakhstan.

2. Insurant shall be obliged to:

1) provide the details being required for inclusion into the contract of compulsory liability insurance of the carrier in accordance with the Law upon conclusion of the contract of compulsory liability insurance of the carrier;

2) pay insurance premiums in amount, manner and terms established by the contract of compulsory liability insurance of the carrier;

3) notify an insurer by available method (oral, written) immediately, but not later than three business days, as he (she) became known about occurrence of the insured event. In the following, the notification in oral form shall be confirmed in writing (within seventy two hours). In cases when the insurant and insured person is not one and the same person, the obligation on informing the insurer on occurrence of the insured event shall be imposed on the insured person.

If the insurant (insured person) didn't have a possibility to perform the mentioned actions for a valid reason, he (she) have to confirm it documentarily;

4) take reasonable and available measures in occurred circumstances upon occurrence of the insured event for preventing or reducing the possible losses, as well as measures for saving the property and rendering of assistance to the affected persons;

5) to inform the relevant authorities on the basis of their competence (the subdivisions of the authorized body for road safety, the bodies of the State Fire Service, emergency medical services, emergency services) about the insurance case and the injured persons;

6) draw up an act on insured event on a transport;

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

Other obligations of an insurant that are not inconsistent with the Laws of the Republic of Kazakhstan may be provided by the contract of compulsory liability insurance of the carrier.

3. Obligations of an insurant are mentioned in subparagraphs 4), 5) and 7) of paragraph 2 of this Article shall be imposed on a person being directly operating the vehicle at the moment of occurrence of the insured event.

**Footnote. Article 13 as amended by the Law of the Republic of Kazakhstan dated 26.05.2008 № 34-IV (order of enforcement see Article 2); dated 17.04.2014 № 195-V (shall be enforced upon expiry of six months after the day its first official publication); dated 02.07.2018 № 166-VI (the order of enactment, see Art. 2); dated 12.07.2022 № 138-VII (shall be enforced upon expiry of sixty calendar days after the day of its first official publication).**

#### **Article 14. Rights and obligation of the insurer**

1. Insurer shall have the right to:

1) require the presentation of details being required for inclusion into the contract of compulsory liability insurance of the carrier in accordance with the Law, as well as information on previous contracts of compulsory liability insurance of the carrier, insured event and insurance payments upon conclusion of the contract of compulsory liability insurance of the carrier, except for details provided by the Civil Code of the Republic of Kazakhstan;

2) require documents confirming the fact of occurrence of the insured event and the size of harm being inflicted to the affected persons from the relevant state bodies and organizations, on the basis of their competence;

3) perform evaluation of the damaged (destroyed) property of the affected person for determining the reasons and other circumstances of the traffic accident;

4) use services of an independent expert for evaluation of the size of inflicted harm to health and (or) property of the affected person and determining the amount of insurance payment upon occurrence of the insured event;

5) represent the right to contribution to a person being responsible for inflicting the harm in the cases provided by Article 23 of the Law;

6) refuse in making insurance payment in full or in part on the grounds provided by Article 24 of the Law.

The other rights of an insurer that are not inconsistent with the civil legislation of the Republic of Kazakhstan may be provided by the contract of compulsory liability insurance of the carrier.

2. Insurer shall be obliged to:

1) familiarize the policyholder (the insured) with the conditions of compulsory carrier liability insurance, including the rights and obligations of the parties, arising from the contract of compulsory carrier liability insurance;

2) when concluding a contract of compulsory carrier liability insurance, to issue an insurance policy to the policyholder (the insured);

3) upon notification about the insurance case (an event considered as an insured case) that occurred during the period of insurance protection under the compulsory insurance agreement of the carrier liability, immediately register it and submit information on this insurance case (an event considered as an insured case) in organization on the formation and maintenance of the database in accordance with the regulatory legal act of the authorized body;

4) perform the evaluation of the size of inflicted harm at the request of the insurant or his (her) representative, draw up an insurance act with specifying the calculation of the amount of insurance payment and provide it for introduction of a beneficiary within seven business days from the date of receiving the information on occurrence of the insured event;

4-1) if there is lack of documents, confirming the occurrence of the insured event and the amount of damage to be compensated by the insurer, within three working days from the date of receipt thereof, to inform the applicant about this, indicating the full list of missing and (or) incorrectly executed documents;

5) perform insurance payment in amount, manner and terms established by the Law upon occurrence of the insured event;

5-1) when receiving an application from the policyholder (a victim, a beneficiary), to consider the requirements of the policyholder (a victim, a beneficiary) and provide a written response indicating the further procedure for settling the dispute within five working days;

5-2) upon receipt from the policyholder (a victim, a beneficiary) of the application sent to the insurance ombudsman, to redirect this application, as well as the documents, attached to it to the insurance ombudsman within three working days from the date of receipt;

6) compensate expenses to an insurant (insured person) incurred by him (her) for the purpose of prevention or reduction of losses upon insured event;

7) provide the secrecy of insurance.

The other obligations of an insurer that are not inconsistent with the civil legislation of the Republic of Kazakhstan may be provided by the contract of compulsory liability insurance of the carrier.

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

## **Article 15. Rights of the affected person**

1. Affected person shall have the right to:

1) inform an insurer on occurrence of the insured event being occurred as a result of carrying out the carriage of passengers and their property by an insurant (insured person);

2) perform instead of the insurant (insured person) the collecting of the documents are necessary for the carrying out of the insurance payment, and represent them to the insurer with whom the insurant (insured person) is concluded the contract of the compulsory liability insurance of the carrier;

3) use the services of an independent expert for evaluation of the size of inflicted harm to health and (or) property;

4) be acquainted with the results of evaluation of the size of inflicted harm and calculations of the amount of insurance payment made by an insurer or independent expert;

5) receive insurance payment in amount, manner and terms established by this Law;

5-1) contact the insurer, taking into account the specifics, provided for in Article 24-1 of this Law, or the insurance ombudsman or the court to resolve issues, arising from the contract of compulsory carrier liability insurance;

6) send an application and the attached documents to the insurance ombudsman (directly to the insurance ombudsman, including through his Internet resource, or through the insurer, including his branch, representative office);

7) submit requirement to a carrier on compensation of inflicted harm in amount of exceeding the sum of the inflicted harm over the sum of received insurance payment.

2. In the cases provided by the Law, the rights of the affected person established by paragraph 1 of this Article shall be transferred to other persons acting as beneficiaries.

**Footnote. Article 15 as amended by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced upon expiry of ten calendar days after its first official publication).**

#### **Chapter 4. Insurance premiums Article 16. Amount of insurance premiums**

1. The following amounts of the annual insurance premiums per unit of the vehicle (in the monthly calculation indexes) shall be established upon carrying out of the compulsory liability insurance of the carrier:

№	Name of the vehicle	Amount of the annual premium
1	Automobile	
	1) motor cars, buses, microbuses:	
	up to 4 seats inclusively	3
	more than 4 to 7 seats inclusively	5
	more than 7 to 16 passenger seats inclusive	11,5
	more than 16 to 30 passenger seats inclusive	16
	more than 30 passenger seats	
	2) trams, trolleybuses	23

		7
2	Air	
	1) planes	400
	up to 50 passenger seats inclusively	
	more than 50 to 120 seats	990
	more than 120 to 200 seats	2180
	more than 200 passenger seats	
	2) helicopters	3820
		135
3	Water	
		50
	up to 50 passenger seats inclusively	100
	more than 50 to 100 seats	150
	more than 100 to 150 seats	
	more than 150 to 300 seats	300
	more than 300 seats	
		530
4	Internal water	
		17,5
	up to 50 passenger seats inclusive	
	17.5	35
	more than 50 to 100 seats	50
	more than 100 to 150 seats	
	more than 150 to 300 seats	90
	more than 300 160 passenger seats	
		160

2. Amount of the insurance premium on compulsory liability insurance of the carrier carrying out of the railway carriages shall be 0.2 percent of the amount of income of the realized services on carriage of passengers and their property received (subject to receiving) by the carrier in the territory of the Republic of Kazakhstan during the period of the validity of the contract of liability insurance of the carrier, shall be paid in the form of monthly payments from the income received (subject to receiving) for a month.

3. The following amounts of insurance premiums shall be established upon conclusion of the contract of the compulsory liability insurance of the carrier for a period less than twelve months:

№	Term of insurance	Amount of insurance premium (in percent of annual premium)
1	2	3
1		20
2		30



3		40
4	up to 1 month inclusively	50
5	from 1 to 2 months inclusively	60
6	from 2 to 3 months inclusively	70
7	from 3 to 4 months inclusively	75
8	from 4 to 5 months inclusively	80
9	from 5 to 6 months inclusively	85
10	from 6 to 7 months inclusively	90
11	from 7 to 8 months inclusively	95
12	from 8 to 9 months inclusively	100
	from 9 to 10 months inclusively	
	from 10 to 11 months inclusively	
	over 11 months	

The enforcement of this paragraph shall not apply to the contract of compulsory liability insurance of the carrier concluded by the carrier carrying out the railway carriages.

4. In case of concluding a contract of compulsory carrier liability insurance using the insurer's Internet resource, at the insurer's discretion, the policyholder may be granted a discount of no more than ten percent of the insurance premium payable, calculated in accordance with this article and article 17 of this Law.

In this case, the contract of compulsory carrier liability insurance must simultaneously indicate the total amount of the insurance premium and the amount of the insurance premium including the discount (if any).

It is not allowed to provide discounts when concluding compulsory liability insurance agreements in other ways without using the insurer's Internet resource.

**Footnote. Article 16 as amended by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced from 01.01.2019); dated 12.07.2022 № 138-VII (shall be enforced upon expiry of sixty calendar days after the day of its first official publication).**

#### **Article 17. Increase of amount of insurance premiums**

1. Upon conclusion of the contract of compulsory liability insurance of the carrier before passengers carrying out the railway carriages, the amount of insurance premium provided by paragraph 2 of Article 16 of the Law may be increased by an insurer following the results of evaluation of the insurance risk conducted by him (her), but up to the amount not exceeding 0.5 percent of the sum of income received (subject to receiving) from carriage of passengers and their property in the territory of the Republic of Kazakhstan within the validity period of the contract of compulsory liability insurance of the carrier.

2. When concluding an agreement on compulsory liability insurance of a carrier engaged in other types of passenger carriages, except for railway, the amount of the insurance premium provided for in paragraph 1 of Article 16 of this Law may be increased by the insurer based on the insurance risk assessment, carried out by him, but not more than 2-fold.

**Footnote. Article 17 as amended by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (effective ten calendar days after the date of its first official publication).**

#### **Article 18. Procedure and terms of paying insurance premiums**

1. Procedure and terms of paying insurance premiums shall be established by the contract of compulsory liability insurance of the carrier.

2. If the contract of compulsory liability insurance of the carrier provides paying of insurance premium in installments, the default of paying the current insurance contribution by an insurant may not be the ground for an insurer for early termination of the contract.

3. Upon untimely paying insurance contribution, the insurant shall pay a forfeit in the manner and amount established by Article 353 of the Civil Code of the Republic of Kazakhstan.

4. The insurer shall provide the opportunity to pay the insurance premium in a cashless way through the insurer's online resource.

**Footnote. Article 18 as amended by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced from 01.01.2019).**

#### **Chapter 5. Determination of the insured event, size of inflicted harm and insurance payment**

##### **Article 19. Determination of the insured event, size of inflicted harm**

1. Insured event on compulsory liability insurance of the carrier shall be recognized as the fact of occurrence of the civil responsibility of carrier on compensation for harm inflicted to life, health and (or) property of passengers upon their carriage.

2. The harm inflicted to life and health of the affected person shall include material expression of harm linked with his (her) death, temporary or permanent disablement.

Size of harm inflicted to life and health of the affected person shall be determined in accordance with the Law on the basis of documents issued by relevant organizations.

3. Harm to property of the affected person shall include the cost of lost, deficient or damaged (deteriorated) property of a passenger during the carriage being received by the carrier for carriage (luggage) and (or) located at (on) the passenger.

Upon the loss, deficiency and (or) damage (deterioration) of luggage and (or) things being at (on) passenger that happened through the fault of the carrier, the size of inflicted harm shall be determined as follows:

- 1) in case of loss or deficiency of luggage, as well as things being at (on) a passenger - in amount of the cost of lost or deficient luggage and (or) things being at (on) a passenger;
- 2) in case of damage (deterioration) of luggage, as well as things being at (on) a passenger - in amount of the sum on which their cost is decreased, and upon impossibility of recovery of the damaged luggage, as well as things being at (on) a passenger - in amount of their cost;
- 3) in case of loss of luggage being delivered for the carriage with declaring its value - in amount of declared value of luggage.

4. The proof of the occurrence of the insured event, as well as the extent of the damage caused to the property of the passengers during their transportation, shall rest on the policyholder (the insured).

Size of inflicted harm as a result of the occurrence of insured event at the written application of an insurant or his (her) representative shall be determined by an insurer.

5. In case of disagreement with the results of evaluation of harm being inflicted to the property conducted by an insurer or by an independent expert, the insurant (insured person) or the affected person shall have the right to apply to another independent expert for evaluation of the size of harm. By this, the expenses being incurred by an insurant (insured person) or affected person shall be subject to compensation by an insurer regardless of making the insurance payment if the insurer admits or the court establishes the reasonableness and objectivity of the performed evaluation.

6. If an insurer or independent expert didn't conduct necessary inspection of the lost, deficient or damaged (deteriorated) property and assessment of harm inflicted to property, with the drawing up the insurance act within seven business days after receiving the information on occurrence of the insured event, the insurant (insured person) or the affected person shall have the right to use the services of the independent expert and begin the recovery (recycling) of the property. By this, the insurer shall not have the right to challenge the results of the assessing the size of size inflicted to property, unless he (she) proves that the impossibility of timely assessment of the damaged (destroyed) property is conditioned by the justifiable reasons (death, illness of the owner of the property) or existence of fault of an insurant (insured person) or affected person linked with deviation from the presentation of property for assessment.

**Footnote. Article 19 as amended by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced upon expiry of ten calendar days after its first official publication).**

#### **Article 20: Determination of amount of insurance payment**

1. In the contract of compulsory carrier liability insurance, the maximum amount of liability of the insurer for one insured event (insured amount) must be specified separately and be at least of the following sizes (in monthly calculation indicators):

for the harm caused to the life and health of each victim and that caused:

death - 5,000;

disability of:

the first group - 5,000;

second group - 3,500;

the third group - 2,500;

a child with a disability - 5,000;

injury, trauma or other damage to health without the establishment of disability - in the amount of actual expenses for outpatient and (or) inpatient treatment, but not more than 200;  
for damage caused to the property of each victim - in the amount of damage, but not more than 250.

2. The insurance payment for the harm, caused to the life and health of the victim, which caused the death or disability, shall be carried out in the amount of the insurer's maximum liability, established by paragraph 1 of this article.

Insurance payment for damage to the life and health of a passenger caused during the transportation shall be refundable regardless of the carrier's fault.

3. Monthly calculation index established in accordance with the legislative act of the Republic of Kazakhstan on the date of insurance payment shall be used for calculation of amount of the insurance payment.

4. Franchise under the contract of compulsory liability insurance of the carrier shall be five-fold size of the monthly calculation index for one insured event and each affected person.

In cases when the size of inflicted harm exceeds established size of a franchise, the insurance payment shall be made in full measure.

Insurance payment for harm inflicted to life and health of the affected person shall be carried out without the use of a franchise.

5. The expenses incurred by an insurant (insured person) for the purpose of prevention or reduction of losses shall be subject to compensation by an insurer, if such expenses were necessary or were made for carrying out instructions of the insurer, even if the appropriate measures occurred unsuccessful.

Such expenses shall be compensated at actual amounts, by this the total sum of insurance payment and compensation of expenses shall not exceed insured amount established by the contract of compulsory liability insurance of the carrier. If the expenses occurred in a result of fulfilling the instructions of the insurer by the insurant, they shall be compensated in full measure regardless of the insured sum.

Mentioned expenses shall be compensated by an insurer directly to a person that incurred them.

6. In case of insufficiency of the insured sum for the full recovery of inflicted harm, the carrier shall compensate the difference between the insured amount and the actual size of the harm to the affected person.

7. In the event of the death of the victim, the person who carried out the burial of the victim shall receive funds in the amount of one hundred monthly calculated indicators from the insurer to cover the expenses for the burial.

Footnote. Article 20 as amended by the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced upon expiry of ten calendar days after its first official publication); dated 27.06.2022 № 129-VII (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

## **Article 21. General conditions of making insurance payment**

1. The requirement for the insurance payment for the insurer shall be presented by the insurant (insured) or another person who is the beneficiary in writing, including through the insurer's Internet resource in accordance with the regulatory legal act of the authorized body, with an attachment of the documents necessary for the implementation of insurance payment.

At the request of the insurer, the applicant shall be obliged to submit the original documents to the insurer necessary for the implementation of the insurance payment, with the exception of documents available in electronic form in the databases and (or) information systems of state bodies, access to which the insurer has.

2. Application on insurance payment shall be accompanied by the following documents:

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

2) document confirming the fact of occurrence of the insured event and the size of harm inflicted to the affected persons;

3) act on insured event on a transport, drawn up by a carrier;

4) travel ticket or document substituting it (copy of the bulletin of ticket sales or voucher certified by the carrier), - in case of the issuance of travel ticket to a passenger, or witness statement executed in the manner established the legislation of the Republic of Kazakhstan;

5) copy of certificate of health care organizations on the term of temporary disability or reference of the specialized institutes on establishment of disability to the affected person - in case of its establishment;

6) a copy of the certificate or a notification of the victim's death and a document confirming the beneficiary's right to compensation for the damage (copy), in case of the victim's death;

7) list of lost, deficient or damaged (deteriorated) property of the affected person - in the case of inflicting the harm to property;

8) documents confirming expenses incurred by an insurant (insured person) for the purpose of prevention or reduction of losses upon occurrence of the insured event - upon availability.

Claiming the other documents in addition by an insurer from an insurant (insured person) or the affected person shall not be allowed.

2-1. Act of the insured event on a transport drawn up by the carrier shall contain the following details:

- 1 ) last name, first name, patronymic of the affected person;
- 2) type of transport;
- 3) flight number, train number, name of vessel and etc.;
- 4) route;
- 5) serial number of the ticket being available from the affected person;
- 6 ) place, date and time of the occurrence of insured event;
- 7 ) characteristic of damages inflicted to life and health of the affected person;
- 8) description of damage caused to the property of the affected person;
- 9) brief description of the circumstances of the insured event;
- 10) the name of the competent body carrying out investigation;
- 11) the name and location of medical institution to where the affected person was sent;
- 12) the last name, first name, patronymic and signature of a head of transport organization or transport vehicle;
- 13) the last name, first name, patronymic and signature of a representative of the competent body carrying out investigation;
- 14) carrier's seal, except for the subjects of private entrepreneurship.

3. Insurer that accepted the documents shall be obliged to issue certificate with specification of the full list of submitted documents and the date of their acceptance to an applicant.

In the event that the policyholder (the insured, a beneficiary) sends a claim for an insurance payment in electronic form, the insurer may submit him this certificate in an electronic form.

4. Beneficiary shall be affected person (in case of his (her) death - a person having the right to compensation for harm due to death of the affected person according to the Laws of the Republic of Kazakhstan), as well as an insurant (insured person) or other person that compensated the harm to the affected person (person having the right to compensation for harm) within the volume of the insurer's liability established by the Law, and received the right to insurance payment.

5. Insurance payment for the harm inflicted to life and health of the affected person shall be carried out independently from the sums owing to him (her) (persons having the right to compensation for harm) under any other insurance contracts.

6. Upon written application of the affected person or a notarized power of attorney, insurance payment may be made directly to a person that rendered (rendering ) services to him (her) for the rehabilitation of health and (or) property.

7. Upon making insurance payment the insurer shall not have the right to require acceptance of conditions from a beneficiary, restricting his (her) right to claim to an insurer.

Footnote. Article 21 as amended by the Law of the Republic of Kazakhstan dated 7 May, 2007 № 244; dated 29.12.2014 № 269-V (shall be enforced from 01.01.2015); dated 24.05.2018 № 156-VI (shall be enforced upon expiry of ten calendar days after its first official publication); dated 02.07.2018 № 166-VI (the order of enactment, see Art. 2); dated 12.07.2022 № 138-VII (shall be enforced upon expiry of sixty calendar days after the day of its first official publication); dated 14.07.2022 № 141-VII (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

## **Article 22 Procedure for making insurance payment**

1. The insurance payment shall be made by an insurer within seven business days from the date of receiving the documents provided by Article 21 of the Law.

2. In cases when amount of insurance payment is disputed by a beneficiary, the insurer shall be obliged to make insurance payment immediately in the part that is not disputed by any of mentioned persons, within the period established by paragraph 1 of the Article.

Deputed part of insurance payment to be paid by an insurer within three business days from the date of concluding settlement agreement and its approval by court, or from the date of enforcement of court decision on the dispute, if decision is not applied for immediate execution by the court.

3. If in result of event leading to occurrence of the insured event, the affected person's health becomes deteriorated (disability or a higher degree of disability shall be established) or leading to death, the insurer shall be obliged to recalculate the amount of insurance payment in the manner and amount established by the Law on the basis of the application and the relevant documents received from the affected person (beneficiary). By this, upon recalculation, the sum of insurance payment shall be accepted to offset of previously paid sum.

4. Upon untimely making of insurance payment, the insurer shall be obliged to pay a penalty to a beneficiary in the manner and amount established by Article 353 of the Civil Code of the Republic of Kazakhstan.

## **Article 23. Right to contribution to a person that inflicted the harm**

1. Insurer that made insurance payment shall have the right to contribution to an insurant (insured person) within paid sum in the following cases:

1) civil liability of an insurant (insured person) is occurred due to his (her) intentional actions oriented to occurrence of insured event or contributing to its occurrence, with the exception of actions committed in necessary defense and emergency;

2) civil liability of an insurant (insured person) is occurred due to operation of a vehicle by him (her) in a state of alcoholic, narcotic or toxic intoxication;

3 ) a person operating a vehicle didn't have the right to operate it;

4) in the course of judicial proceeding it was established that the insured event is occurred due to technical malfunctions of the vehicle about which an insurant (insured person) knew or should have known;

5) operation of a vehicle for the purposes other than its inherent technical purpose;

6) upon intentional non-taking of measures for reduction of losses of the insured event by an insurant (insured person).

2. If in the cases listed in paragraph 1 of this Article, a guilty person of inflicted harm is the person operating a vehicle in virtue of employment relationship with its owner or in the presence of its owner without drawing up a written form of the transaction, the insurer shall have the right to contribution to the owner of the transport vehicle.

3. Right to claim shall be transferred to an insurer that made insurance payment within the sum paid by him (her) that an insurant (insured person) has to a person being responsible for the losses compensated by the insurer as a result of insurance.

#### **Article 24. Grounds for releasing of an insurer from making insurance payment**

1. Insurer shall be obliged to refuse in insurance payment in full or in part if the insured event is occurred as a result of:

1) intentional actions of a beneficiary oriented to occurrence of the insured event or contributing to its occurrence, with the exception of actions committed in necessary defense and emergency;

2) actions of a beneficiary, recognized as intentional crimes or administrative offenses being in causal connection with the insured event in the manner established by the legislative acts of the Republic of Kazakhstan.

2. Also, the grounds for refusal of an insurer in making the insurance payment may be:

1) obtaining by the policyholder, the insured, the beneficiary of the corresponding compensation for the loss from the person responsible for causing the loss;

2) non-notification or untimely notifying an insurer on occurrence of the insured event, with the exception of cases provided by the Law;

3) inflicting the harm to property of the affected person in the form of money, securities, gold, silverware, jewelry, garnish, works of art or other valuables.

3. Untimely notifying or non-notifying an insurer on occurrence of the insured event may not be the ground for refusal in insurance payment, if it is conditioned by valid reasons and the relevant documents confirming the fact of occurrence of the insured event, inflicting the harm to life or health of the affected person and property for assessment in the same condition in which it was directly after occurrence of the insured event are presented.

4. If there are grounds for refusal of insurance payment, the insurer shall be obliged, within seven working days from the date of receipt of the application and all documents, to send to the person who filed the claim for insurance payment, an appropriate decision on full or partial refusal of the insurance payment in writing with a reasoned justification of the



reasons for refusal and notification of the right of the insurant (insured, beneficiary) to apply to the insurance ombudsman for the settlement of disputes, taking into account the specifics of the legislation of the Republic of Kazakhstan.

5. Insurer shall be released from making insurance payment if the insured event is occurred due to:

- 1) impact of a nuclear explosion, radiation or radioactive contamination;
- 2) military actions;
- 3) civil war, civil unrest of any kind, riots or strikes.

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

**Footnote. Article 24 as amended by the Law of the Republic of Kazakhstan dated 03.07.2014 № 227-V (shall be enforced from 01.01.2015); dated 02.07.2018 № 166-VI (shall be enforced upon expiry of ten calendar days after its first official publication); dated 12.07.2022 № 138-VII (shall be enforced upon expiry of sixty calendar days after the day of its first official publication).**

#### **Article 24-1. Features of dispute settlement on compulsory insurance of civil liability of carrier to passengers**

1. If there is a dispute arising from an agreement of compulsory insurance of the carrier liability, the insurant (the victim, the beneficiary) shall have the right to:

send a written application to the insurer (including through the branch, representative office, and Internet resources of the insurer), indicating the requirements and attaching the documents confirming his/her requirements, or send an application to the insurance ombudsman (directly to the insurance ombudsman, including through his/her Internet resource, or through the insurer, including through his/her branch, representative office, another separate structural unit, Internet resource) or to the court to resolve disputes arising from an agreement of compulsory insurance of the carrier liability, taking into account the specifics provided for by the Law of the Republic of Kazakhstan “On Insurance Activities”.

2. When receiving the application from the policyholder (a victim, a beneficiary), the insurer shall review and submit a written response within five working days indicating further procedure for settling the dispute.

3. If the policyholder (a victim, a beneficiary) applies to the insurance ombudsman, the insurer shall, upon the request of the policyholder, the victim (beneficiary), insurance ombudsman, submit documents relating to the consideration and resolution of the dispute within three working days from the date of receipt of the request.

**Footnote. Chapter 5 shall be supplemented by Article 24-1 in accordance with the Law of the Republic of Kazakhstan dated 02.07.2018 № 166-VI (shall be enforced upon expiry of ten calendar days after its first official publication); as amended by the Law of the Republic of**

Kazakhstan dated 12.07.2022 № 138-VII (shall be enforced upon expiry of sixty calendar days after the day of its first official publication).

#### **Chapter 6. Final provisions Article 25. Procedure for settlement of disputes**

Disputes arising from the contract of compulsory liability insurance of the carrier shall be considered in the manner established by the legislation of the Republic of Kazakhstan.

#### **Article 26. Responsibility for the breach of the legislation of the Republic of Kazakhstan on compulsory liability insurance of the carrier**

Persons being guilty in the breach of the legislation of the Republic of Kazakhstan on compulsory liability insurance of the carrier, and in intentional creation of the insured event and other illegal actions oriented to illegal obtaining insurance payment shall bear responsibility provided by the Laws of the Republic of Kazakhstan.

*The President of the Republic of Kazakhstan*