«APPROVED»
By Order of the General Director
CJSC IC «Amanat» No. 09-OD
dated June 02, 2025

Umaraliev U.A.

**Public Offer**
to Conclude a Property Insurance Contract
against Fire and Other Perils

Bishkek city

dated "02" June 2025

| **GENERAL INFORMATION ABOUT THE PUBLIC OFFER (HEREINAFTER REFERRED TO AS THE "OFFER")** | |
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| **The Party Making the Offer (Insurer):** | Closed Joint-Stock Company "Insurance Company "Amanat" (hereinafter referred to as CJSC IC "Amanat")<br>TIN 02102202510322; OKPO 33679797; STS: 002 for the Leninsky District of Bishkek.<br>Legal address: 1/10 Sadyrbaeva St., Apt. 38, Bishkek, Kyrgyz Republic.<br>Actual address: 119 Koenkozova St., 2nd floor, Bishkek, Kyrgyz Republic.<br>Tel.: +996 (507) 80-77-87; +996 (704) 99-32-32<br>Web: skamanat.kg<br>E-mail: office@skamanat.kg<br>License No. 05 (series) issued on 14 April 2025 by the State Service for Regulation and Supervision of the Financial Market under the Ministry of Economy and Commerce of the Kyrgyz Republic. |
| **Persons to Whom the Offer Is Addressed (Policyholders):** | |
| **Subject Matter and Acceptance of the Offer:** | The subject of this Offer is the acceptance (by way of accession) of the conclusion of a property insurance contract (Policy) against fire and other perils by adhering to the terms disclosed in this Offer.<br>Acceptance of this Offer implies full consent to the collection, processing, and storage of personal data provided by the Policyholders (Appendix No. 1). In turn, CJSC IC "Amanat" undertakes to ensure the protection of the data provided by the Policyholders from access by third parties.<br>This Offer has been drafted in accordance with the legislation of the Kyrgyz Republic and approved by Order of the General Director No. 09-OD dated 02 June 2025. |
| **Issuance of the Insurance Policy:** | The insurance policy must mandatorily contain information about the Policyholder and/or the Insured Person and/or the Beneficiary, the insurance period, the sum insured, the amount of the insurance premium paid, as well as a reference to this Offer.<br>The Policyholder receives the original insurance policy in paper and/or electronic form from the Insurer or authorized representatives of the Insurer from the moment of its issuance.<br>This Offer is distributed by employees of the Insurer and authorized representatives of the Insurer in paper and/or electronic form and is also published on the official website of the Insurer at: www.skamanat.kg. In any case, the terms of this Offer may be reviewed at the Insurer's office located at: 119 Koenkosov St., Bishkek, Kyrgyz Republic.<br>This Offer does not restrict the Policyholder's right to conclude similar or other insurance contracts. |
| **Amendment of the Offer Terms:** | CJSC IC "Amanat" has the right to unilaterally amend the provisions of this Offer by publishing a new version on its official website.<br>At the same time, the terms of all insurance contracts concluded prior to the publication of the new version shall remain unchanged and shall correspond to the version in effect at the time such insurance contracts were concluded, except in cases provided for by the legislation of the Kyrgyz Republic. |
| **Term of Validity of the Offer:** | This Offer is not limited in time and shall terminate in the event of its withdrawal by the Insurer with disclosure of such information on the official website on the Internet.<br>In the event of withdrawal of this Offer, the Insurer's obligations under all issued insurance policies shall remain in force until their expiration date, unless otherwise provided for by the legislation of the Kyrgyz Republic. |
| **Main Definitions Used in This Offer:** | a) **Policyholder** – a legally capable individual or legal entity that has concluded an insurance contract with the insurance organization under the terms of this Offer.<br>b) **Insurer** – CJSC IC "Amanat" carrying out insurance activities in accordance with the legislation of the Kyrgyz Republic on the basis of a License issued by the Service for Regulation and Supervision of the Financial Market under the Ministry of Economy and Commerce of the Kyrgyz Republic.<br>c) **Object of Insurance** – property interests not contradicting the legislation of the Kyrgyz Republic and related to possession, use, and disposal of movable and immovable property.<br>d) **Beneficiary** – a person in whose favor the insurance contract is concluded and who has the right to receive the insurance sum or other compensation, even if such person is not the Policyholder or the Insured Person. |

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| | e) **Insured Event** – an actually occurred event provided for by the terms of this Offer and the insurance policy, occurring during the insurance coverage period, upon the occurrence of which the Insurer's obligation to pay insurance indemnity to the Policyholder/Beneficiary arises.<br>f) **Insurance Period** – the period of time specified in the insurance policy during which the Insurer provides insurance coverage. Insurance under this Offer applies only to events occurring within the specified period.<br>g) **Insurance Payment (Insurance Indemnity)** – the monetary amount paid by the Insurer to the Policyholder/Beneficiary within the limits of the sum insured upon the occurrence of an insured event provided for by this Offer. |
| **INSURANCE TERMS AND CONDITIONS UNDER WHICH THE INSURANCE CONTRACT (INSURANCE POLICY) IS CONCLUDED** | |
| **1. General Provisions:** | **1.1.** These insurance terms and conditions are drafted in accordance with the legislation of the Kyrgyz Republic and the "Rules of Insurance Against Fire and Other Perils," approved by Order of the General Director No. 03 dated 05 March 2025 (hereinafter referred to as the "Rules").<br>**1.2.** The conditions disclosed in the Rules constitute an integral part of this Offer and supplement the provisions hereof. In the event of any discrepancies between the terms of this Offer and the Rules of Insurance, the provisions set forth in this Offer shall prevail. The text of the Rules is published on the official website of the Insurer and is also available in paper form at the Insurer's office specified in this Offer.<br>**1.3.** The Insurer undertakes to pay insurance indemnity, and the Policyholder undertakes to pay the insurance premium in accordance with the terms set forth in this Offer and the Rules.<br>**1.4.** The insurance contract represents the indivisible combination of the terms of this Offer and the Insurance Rules.<br>**1.5.** The insurance contract is concluded by issuing an insurance policy in paper form and/or by sending an electronic insurance policy to the Policyholder in PDF format with a reference to this Public Offer of the Insurer, issued on the basis of information provided by the Policyholder. The insurance policy constitutes confirmation of successful acceptance and accession to the terms of this Offer.<br>**1.6.** The terms "Offer," "Insurance Contract," and "Insurance Policy" shall hereinafter be used interchangeably in relation to this document. |
| **2. Procedure for Conclusion and Entry into Force of the Insurance Policy:** | **2.1.** This Insurance Offer shall be deemed an electronic document establishing the terms for the sale and provision of insurance services by the Insurer to the Policyholder.<br>**2.2.** The insurance policy is generated based on the data provided by the Policyholder to the Insurer through information systems or by completing the required information in paper form.<br>**2.3.** The Policyholder shall complete all mandatory fields of the application independently and strictly in accordance with the original documents specified therein.<br>The Policyholder assumes responsibility for the accuracy and authenticity of the declared documents and agrees that, in the event of discrepancies between the declared documents and their originals, the Insurer shall have the right to refuse payment of insurance indemnity upon occurrence of an insured event.<br>**2.4.** The data from the documents specified and entered in the application shall be automatically incorporated into the insurance policy.<br>**2.5.** Upon agreement with the insurance terms offered in this Offer, the Policyholder confirms such consent and proceeds to complete the Application for Conclusion of the Insurance Contract (hereinafter referred to as the "Application").<br>**2.6.** When completing the Application, all information required by the Insurer that is material to determining the probability of occurrence of an insured event and the potential amount of loss (insurance risk) must be provided. All information must strictly correspond to the original documents.<br>**2.7.** The date of acceptance of this Offer and conclusion of the insurance policy shall be the date of confirmation of payment of the insurance premium by the Policyholder.<br>**2.8.** The Insurer's obligations (commencement of insurance coverage) shall enter into force from the moment the insurance premium is paid and shall remain valid for the paid insurance period. |
| **3. Procedure for Payment of Insurance Policies:** | **3.1.** Payment for the insurance policy shall be made through information systems (online banking) used by the Insurer, in cash at the cash desks of the Insurer's partner banks, or through payment terminals using the Insurer's details specified in this Offer.<br>**3.2.** Upon receipt of confirmation of payment of the insurance policy cost, the Insurer's information system shall automatically issue the insurance policy in electronic form and send it to the Policyholder's email address or print it in paper form.<br>**3.3.** The Insurer shall not be liable for any acts/omissions of the Payment Provider, nor for any losses or risks of the Policyholder associated with payment through electronic payment systems and the Internet.<br>**3.4.** The person to whom this Offer is addressed, pursuant to Article 396 of the Civil Code of the Kyrgyz Republic, expresses consent to the terms of this Offer. |

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| **4. Object of Insurance, Insurance Risk, and Insured Event:** | **4.1.** The object of insurance under the insurance policy shall be the property interests of the Policyholder or the Beneficiary related to possession, use, and disposal of movable and immovable property specified in the insurance policy (subject of insurance).<br>An insurance risk shall mean a presumed event upon the occurrence of which the insurance policy is concluded. The insurance policy may be concluded against a combination of the insurance risks listed below or any combination thereof.<br>**4.2.** Under an insurance policy concluded in accordance with the Rules, the Insurer provides insurance protection against the following risks:<br>**4.2.1.** fire, lightning strike, explosion of gas used for domestic purposes;<br>**4.2.2.** direct impact on the insured object within the insurance territory of natural disasters, namely: earthquake (magnitude 4 or higher), volcanic eruption or underground fire activity, landslide, rockfall, storm, whirlwind, hurricane, flood, inundation, hail.<br>Damage caused by storm, whirlwind, hurricane, tornado, or other movement of air masses resulting from natural atmospheric processes shall be compensated only if the wind speed causing the damage exceeded 62 km/h (force 8 or higher on the Beaufort scale). Wind speed must be confirmed by certificates issued by the competent institutions of the Hydrometeorological Service of the Kyrgyz Republic;<br>**4.2.3.** damage to insured property caused by water from water supply, sewage, heating, sprinkler, fire extinguishing, and air conditioning systems. Compensation shall be payable for loss caused to the insured property as a result of damage to such systems that constitute an integral part of buildings, structures, and other constructions where the insured object is directly located and/or situated within the insurance territory;<br>**4.2.4.** direct impact on the insured object within the insurance territory caused by explosion of steam boilers, gas storage facilities, gas pipelines, machinery, apparatus, and other similar devices;<br>**4.2.5.** burglary involving unlawful entry and robbery;<br>**4.2.6.** unlawful intentional acts of third parties;<br>**4.2.7.** falling of manned aircraft or their debris onto the insured property;<br>**4.2.8.** breakage of window glass and shop windows;<br>**4.2.9.** collision by land vehicles not belonging to the Policyholder.<br>**4.3.** Under no circumstances shall the Insurer be liable for obligations not established or not reflected in this Offer. The Insurer assumes no obligations in respect of events that occurred prior to the commencement of its obligations under the Insurance Policy or after the expiration of its validity period. |
| **5. Procedure for Determination and Payment of Insurance Indemnity** | **5.1.** Within no more than 30 (thirty) business days after receipt of all documents requested from the Policyholder or the Beneficiary, the Insurer shall review the Policyholder's claim on the merits and either pay the insurance indemnity, provide a reasoned justification for full or partial refusal to pay, or request additional documents.<br>Upon establishing the fact of occurrence of an insured event and prior to determining the total amount of loss, the Insurer shall have the right to pay the Policyholder (Beneficiary) the undisputed portion of the insurance indemnity confirmed by the relevant documents.<br>**5.2.** The amount of loss shall be determined by the Insurer based on inspection data, the actual value of the damaged property, and documents confirming the amount of loss.<br>**5.3.** Unless otherwise provided by the insurance policy, insurance indemnity shall be paid as follows:<br>**5.3.1.** In case of destruction or total loss of property — in the amount of its actual value as of the date of the insured event, less residual value, but not exceeding the sum insured;<br>**5.3.2.** In case of damage to property — in the amount of restoration expenses, less depreciation of parts and materials replaced during restoration (repair), but not exceeding the sum insured.<br>By separate agreement of the parties, the insurance payment may be replaced by provision of equivalent property in kind, including restoration repair (construction) of the damaged insured property.<br>**5.4.** Restoration expenses shall include:<br>**5.4.1.** Costs of materials and spare parts for repairs;<br>**5.4.2.** Labor costs for repair works performed by contractors and/or employees (workers) of the Policyholder (in-house method) within the limits of working time established by the legislation of the Kyrgyz Republic;<br>**5.4.3.** Costs of delivery of materials to the place of repair and other expenses necessary to restore the insured items to the condition in which they were immediately prior to the insured event.<br>**5.5.** Restoration expenses shall not include:<br>**5.5.1.** Additional expenses caused by modifications or improvements to the insured item;<br>**5.5.2.** Expenses caused by temporary or auxiliary repairs or restoration;<br>**5.5.3.** Other excessive expenses incurred beyond what is necessary. |

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| | **5.6.** If damaged parts or items are replaced despite the possibility of their repair without compromising safe operation of the insured property, the Insurer shall reimburse the Policyholder for the repair cost of such parts or items, but not exceeding the cost of replacement.<br>**5.7.** Within the limits of the sum insured, the Insurer shall also reimburse the Policyholder for reasonable and necessary expenses incurred upon occurrence of an insured event for the purpose of preventing or reducing potential losses, but not exceeding 10% of the sum insured of the property.<br>**5.8.** The Policyholder shall not have the right to abandon property remaining after the insured event, even if damaged. The residual value of such property shall be deducted from the amount of indemnity.<br>Residual value shall mean the value of materials, parts, or components remaining from destroyed or damaged property, including:<br>• undamaged items — determined at usual market prices applicable for sale or at the value determined when recorded on the Policyholder's balance sheet as spare (reserve) parts;<br>• damaged items — at the value of their disposal as scrap metal or waste.<br>**5.9.** In the event of disputes between the parties regarding the causes of the insured event or the amount of loss, either party shall have the right to request an expert examination. The examination shall be conducted at the expense of the party requesting it.<br>If the expert examination establishes that the Insurer's refusal to pay indemnity was unfounded, the Insurer shall bear a proportion of the examination costs corresponding to the ratio between the amount initially refused and the amount of indemnity paid following the examination.<br>Expenses for expert examination in cases that are recognized after examination as non-insured events shall be borne by the Policyholder.<br>**5.10.** The Insurer shall have the right to postpone payment of insurance indemnity in the following cases:<br>**5.10.1.** If confirmation of the Policyholder's (Beneficiary's) right to receive insurance indemnity is absent — until the necessary evidence is provided;<br>**5.10.2.** If criminal proceedings have been initiated by competent internal affairs authorities against the Policyholder or its executive officers, or if competent state authorities are investigating the circumstances that led to the insured event — until completion of the investigation or court proceedings.<br>**5.11.** After payment of insurance indemnity, the Insurer shall acquire, within the limits of the paid amount, the right of claim that the Policyholder or Beneficiary has against persons responsible for causing the loss (subrogation).<br>The Policyholder shall transfer to the Insurer all documents and take all actions necessary for the Insurer to exercise its right of claim against the liable parties.<br>If the Policyholder or Beneficiary waives such rights or the exercise of such rights becomes impossible due to their fault, the Insurer shall be released from the obligation to pay insurance indemnity in the amount corresponding to the damage caused to the Insurer by such actions.<br>If indemnity has already been paid, the Policyholder shall reimburse the Insurer for the corresponding amount.<br>**5.12.** If the Policyholder or Beneficiary has received compensation for loss from third parties, the Insurer shall pay only the difference between the amount payable under the insurance terms and the amount received from third parties. The Policyholder shall immediately notify the Insurer of receipt of such amounts.<br>**5.13.** The Policyholder or Beneficiary shall return to the Insurer the insurance indemnity received (or the relevant part thereof) if circumstances are discovered that, under the law or the Rules, fully or partially deprive the Policyholder or Beneficiary of the right to insurance indemnity.<br>**5.14.** If the Policyholder has duly and timely notified the Insurer of the occurrence of an event having signs of an insured event in accordance with the Rules, the Policyholder shall have the right to submit a claim to the Insurer for payment of insurance indemnity, and such claim shall be extinguished upon expiration of the limitation periods established by the legislation of the Kyrgyz Republic. |
| **6. Insurance Period and Territory:** | **6.1.** The insurance territory shall comprise the premises of the buildings specified in the insurance contract, as well as the land plots indicated therein or the plots on which the insured objects are erected, provided that such plots are fenced in a manner that prevents their use by unauthorized persons.<br>**6.2.** Insurance coverage shall commence from the moment of payment of the insurance premium and shall remain in force until the expiration of the period specified in the insurance policy. |
| **7. Early Termination of the Insurance Policy at the Initiative of the** | **7.1.** The insurance contract shall terminate prior to the expiry of the term for which it was concluded if, after its entry into force, the possibility of occurrence of the insured event ceases and the existence of the insurance risk terminates due to circumstances other than an insured event.<br>**7.2.** The Policyholder shall have the right to withdraw from performance of the insurance contract at any time, provided that at the time of withdrawal the possibility of occurrence of the insured |

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| **Policyholder. Refund of the Insurance Premium:** | event has not ceased for the reasons specified in Clause 7.1 of this Offer. In such case, the insurance premium paid to the Insurer shall not be refunded.<br>**7.3.** Early termination of the insurance policy at the initiative of the Policyholder shall be effected by submitting a written notice of termination to the Insurer, followed by execution by the parties of an Agreement on Termination of the Insurance Contract.<br>**7.4.** The Insurer shall have the right to terminate the insurance contract early in cases предусмотренных действующим законодательством and the insurance contract.<br>**7.4.1.** In the event of the Policyholder's refusal to allow the Insurer to inspect the insured property, the Insurer shall have the right to unilaterally terminate the insurance contract, and the insurance premium paid to the Insurer shall not be refunded.<br>**7.5.** The Insurer's liability under the insurance contract shall expire on the date specified in the insurance contract. If the contract is terminated unilaterally by either party, liability shall cease from the date the other party receives written notice of termination (at the address specified in the insurance contract), or from a later date indicated in such notice (unless otherwise provided by the insurance contract and these Rules). |
| **8. Special Conditions:** | **8.1.** Upon occurrence of an insured event, the Policyholder (Insured) shall, within 3 (three) business days, notify the Bank and the Insurer by telephone, facsimile, or electronic message (email).<br>**8.2.** If during the validity period of the insurance contract the Insurer has made an insurance indemnity payment, no refund of the insurance premium (or part thereof) shall be made in the event of early termination of the insurance contract.<br>**8.3.** In the event of early termination of the insurance contract, the insurance premium shall be refunded less the Insurer's earned premium and the Insurer's business acquisition costs (operating expenses), calculated as a percentage of the paid insurance premium as specified in the Insurance Policy. |
| **9. Miscellaneous Provisions:** | **9.1.** The Policyholder and the Insurer shall, by mutual agreement, have the right to amend and supplement, as well as extend, the insurance terms and conditions, which shall apply exclusively to the specific insurance contract.<br>**9.2.** Acceptance of this Offer implies consent to the Insurer's dissemination of anonymized data regarding occurred insured events among persons who have concluded insurance contracts under this Offer, as well as consent to receive such information from the Insurer.<br>**9.3.** Disputes arising between the Policyholder and the Insurer under the insurance contract shall be resolved through negotiations. If no agreement is reached, disputes shall be resolved in court in accordance with the applicable legislation of the Kyrgyz Republic.<br>**9.4.** In all matters not regulated by this Offer and the Rules, the Parties shall be governed by the applicable legislation of the Kyrgyz Republic. |
| In the event of claims, you are entitled to apply to the authorized body responsible for regulation and supervision of insurance organizations: The Service for Regulation and Supervision of the Financial Market under the Ministry of Economy and Commerce of the Kyrgyz Republic,<br>114 Chui Avenue, Bishkek. Tel.: +996 (312) 62 44 60, 62 44 70. | |

Contact details of the Claims Settlement Service of CJSC IC "Amanat":

+996 (507) 80 77 87; +996 (704) 99 32 32

**Appendix No. 1**
to the Public Offer for Conclusion of a Contract
for Property Insurance Against Fire and Other Perils

**APPLICATION FOR INSURANCE**
OF PROPERTY AND INVENTORY ITEMS
FOR INDIVIDUALS / LEGAL ENTITIES

| **1. Policyholder** | |
|---|---|
| **For Individuals** | |
| 1.1. Full Name | |
| 1.2. Passport Details | |
| 1.3. Address | |
| **For Legal Entities** | |
| 1.4. Company Name | |
| 1.5. Head / Authorized Representative | |
| 1.6. Address | |
| 1.7. Bank Details | |

| **2. Beneficiary (to be completed if different from the Policyholder)** | |
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| **For Individuals** | |
| 2.1. Full Name | |
| 2.2. Passport Details | |
| 2.3. Address | |
| **For Legal Entities** | |
| 2.4. Company Name | |
| 2.5. Head / Authorized Representative | |
| 2.6. Address | |
| 2.7. Bank Details | |

**3. Subject of Insurance**
(Please indicate the insurable values and sums insured for the objects to be insured)

**Currency of Insurance**: ☐ Kyrgyz Som ☐ Equivalent in US Dollars ☐ Equivalent in Euro

| **Subject of insurance** | | **Insurance value** | **Insurance amount** |
|---|---|---|---|
| 3.1. Buildings, structures, premises | | | |
| 3.2. Finishing of premises | | | |
| 3.3. Technological and auxiliary equipment | | | |
| 3.4. Computer equipment, office equipment | | | |
| 3.5. Furniture, inventory, household appliances | | | |
| 3.6. Inventory on the sales floor (indicate the insurance value for the last four quarters) | minimum balance | | |
| | average monthly balance | | |
| | maximum balance | | |
| 3.7. Inventory in the warehouse/backroom (indicate the insurance value for the last four quarters) | minimum balance | | |
| | average monthly balance | | |
| | maximum balance | | |
| 3.8. Glass (display/advertising signs, etc.) | | | |

| **4. Ownership of property** *(mark with ✓)* | | |
|---|---|---|
| 4.1. Real estate | ☐owned | ☐, rented, leased (Agreement No. ____ dated _____) |
| 4.2. Commodity stocks | ☐in ownership | ☐for storage (consignment) (Agreement No. ____ dated _____) |

| **5. Territory of insurance coverage** | |
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| Address of the property location | |

| **6. Insurance risks** *(mark with ✓)* | |
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| 6.1. fire, lightning strike, explosion of gas used for domestic purposes; | ☐Yes ☐No |
| 6.2. direct impact on the insured object within the insurance territory of natural disasters, namely: earthquakes (magnitude of 4 or higher), volcanic eruptions or underground fires, landslides, rock falls, storms, whirlwinds, hurricanes, floods, inundations, hail. Damage from a storm, whirlwind, | ☐Yes ☐No |

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| hurricane, tornado or other movement of air masses caused by natural processes in the atmosphere is indemnified only if the wind speed that caused the damage exceeded 62 km/h (force 8 or more on the Beaufort scale). Wind speed is confirmed by certificates from the relevant institutions of the Hydrometeorological Service of the Kyrgyz Republic; | |
| 6.3. Damage to insured property by water from water supply, sewerage, heating, sprinkler, fire extinguishing, and air conditioning systems. In this case, compensation applies to losses caused to insured property as a result of damage to such systems that are an integral part of the buildings, structures, and other structures where the insured property is located and/or located within the insured territory. | ☐Yes ☐No |
| 6.4. direct impact on the insured object within the insurance territory of explosions of steam boilers, gas storage facilities, gas pipelines, machines, apparatus and other similar devices; | ☐Yes ☐No |
| 6.5. theft with unlawful entry and robbery; | ☐Yes ☐No |
| 6.6. illegal intentional actions of third parties; | ☐Yes ☐No |
| 6.7. falls of manned flying objects or their debris on the insured property; | ☐Yes ☐No |
| 6.8. breaking of window panes and display cases; | ☐Yes ☐No |
| 6.9. collision with land vehicles not belonging to the Insured. | ☐Yes ☐No |

**7. Insurance period**

With | | | . | | | . | | | year by | | | . | | | . | | | G.

**8. Procedure for payment of insurance premium** *(mark with ✓)*

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| By bank transfer | ☐once ☐___ times a year |

**9. Characteristics of the building (structure)**

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| 9.1. Year of construction/ major repair : | | | 9.2. Number of floors: | | |
| 9.3. Floor: | | | 9.4. Number of rooms: | | |
| 9.5. Area ( sq.m ): buildings | | storage facilities | 9.6. Number of entrance doors: | | |
| 9.7. Wall material: | ☐concrete | ☐brick | ☐metal | ☐tree | ☐other |
| 9.8. Material of interfloor ceilings: | ☐concrete | ☐tree | ☐other | | |
| 9.9. Roofing material: | ☐metal | ☐slate | ☐tiles | ☐ soft roofing | ☐other: |
| 9.10. Additional premises: | ☐attic | ☐basement / ground floor | | ☐other: | |
| 9.11. Purpose of the building/premises: | ☐administrative/office<br>☐production | | ☐trading<br>☐other: | ☐warehouse | ☐residential |
| 9.12. Building location: | ☐detached | | ☐adjacent to: | | |
| 9.13. Heating system: | ☐central | ☐boiler house | ☐electric | ☐other: | |
| Fuel (for boiler heating): | ☐fuel oil | ☐gas | ☐coal | ☐other: | |
| 9.14. Power supply system | ☐electricity | ☐steam | ☐gas | ☐other: | |
| 9.15. Water supply system | ☐city | ☐own (tank capacity: ___ m3 · pressure: ____ l/min) | | | |

9.16. Satisfactory condition of communications and utility networks:

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| • heating system | ☐Yes ☐ No<br>☐absent | • power supply system | ☐Yes ☐ No<br>☐absent |
| • water supply system | ☐Yes ☐ No<br>☐absent | • sewerage system | ☐Yes ☐ No<br>☐absent |
| • telephone network | ☐Yes ☐ No<br>☐absent | • access roads | ☐Yes ☐ No<br>☐absent |

**11. Risk factors**

**11.1. Fire safety measures (availability):**

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| Fire protection systems | ☐firewalls and fire-resistant ceilings with a fire resistance of at least 90 minutes.<br>☐smoke and heat removal system | ☐smoke and fireproof hatches for utility lines and cable shafts<br>☐other: | ☐fire doors and ceiling hatch partitions |
| Fire alarm systems | ☐smoke detectors<br>☐fire alarm buttons | ☐optical sensors<br>☐other (specify): | ☐thermal sensors |
| Fire extinguishing equipment | Automatic fire extinguishing system ( sprinkler system) | ☐with one water supply source<br>☐with two water supply sources<br>☐using chemical compounds | |
| | | ☐with carbon dioxide filler ($CO_2$) | |

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| | Portable fire extinguishers (quantity: ___ pcs.) | ☐with powder filler<br>☐with water filling |
| | Wall-mounted hydrants (fire hydrants) (quantity: ____ pcs.) | ☐with a hose attached<br>☐with a barrel attached |
| | Regular fire brigade (crew) | ☐military fire department |
| | | ☐volunteer fire brigade |
| **11.2. High-risk objects within the insurance territory or in the immediate vicinity** | factory buildings or warehouses in the immediate vicinity (which ones, at what distance): | |
| | use of explosive or flammable substances in the technological process or during storage (indicate the type, nature of use, quantity, storage location): | |
| | Construction and installation works at the place of insurance: ☐in the building ☐in the immediate vicinity | |
| **11.3. Natural factors that significantly increase the risk** | ☐seismic hazard ☐danger of floods ☐elevated groundwater levels<br>☐danger of rock falls ☐hurricane zone ☐forest fire zone | |
| **11.4. Access to the facility** | ☐free | ☐access control system |
| **11.5. Security of the facility** | ☐own<br>☐employees of the non-departmental security of the Ministry of Internal Affairs | ☐landlord<br>☐employees of a security company |
| Security mode | ☐24/7 ☐outside working hours ☐during working hours | |
| Inspections of premises | ☐yes (number of security guards making rounds per night/on weekends: ___ /___ | ☐No |
| Security alarm | ☐sound ☐output to the internal security control panel | ☐output to the security console of the Ministry of Internal Affairs ☐video surveillance |
| **11.6. Blocking and protective elements** | Fences | ☐territories ☐metal entrance/interior doors |
| | Metal gratings | ☐on all windows ☐on the first floor windows |
| | Protective glass | ☐reflective ☐bulletproof |
| **11.7. The presence and nature of losses from insurance events in the previous period** (last 3 years) | | |
| **11.8. Other information** (availability of valid insurance contracts (insurance company, insurance period, insurance amount); storage requirements, control over the storage conditions of property, etc.) | | |

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| **12. Other terms and conditions**<br>**12.1. List of attached documents:** | |

**The information I have provided in this Application is complete and accurate. I agree that this Application and the Inventory (List) of Property shall be an integral part of the Insurance Contract (Policy).**

**Policyholder** _____ / _____ / ☐☐ . ☐☐ . ☐☐☐☐ G.
*(signature)* MP *(Full name)*

**If you have any questions about completing this application, you can always ask us by contacting our office:**

Insurance department phone number: +996 704 99 32 32

Office email: office@skamanat.kg

Appendix No. 2
to the Public Offer for the Conclusion of a Contract
for Insurance of Property Against Fire and Other Perils

# INSURANCE RULES
# AGAINST FIRE AND OTHER PERILS

Bishkek city, 2025

## § 1. GENERAL PROVISIONS

**1.1.** In accordance with the current legislation of the Kyrgyz Republic and on the basis of these **Insurance Rules Against Fire and Other Perils** (hereinafter referred to as the "Rules"), **Closed Joint-Stock Company Insurance Company "Amanat"** (hereinafter referred to as the "Insurer") enters into voluntary property insurance contracts (hereinafter referred to as the "Insurance Contract").

**1.2.** Insurance Contracts shall be concluded with legal entities, individuals, and individual entrepreneurs (hereinafter referred to as the "Policyholders") who have an interest in the preservation of the insured property based on law, another legal act, or a contract.

**1.3.** Upon conclusion of an Insurance Contract under these Rules, the latter shall become an integral part of the Insurance Contract and shall be binding upon both the Insurer and the Policyholder.

**1.4.** The provisions contained in these Rules may be amended (excluded or supplemented) by written agreement of the parties at the time of conclusion of the Insurance Contract or during its term, provided that such amendments do not contradict the current legislation of the Kyrgyz Republic.

**1.5.** These Rules establish definitions of terms and concepts used in the Insurance Contract:

**1.5.1. Beneficiary** – a person in whose favor the Insurance Contract is concluded;

**1.5.2. Insurance Contract** – an agreement between the Policyholder and the Insurer under which the Insurer undertakes, for a fee stipulated by the Insurance Contract (**Insurance Premium**), upon the occurrence of an **Insured Event**, to pay **Insurance Indemnity**. The Insurance Contract may be concluded in the form of a document signed by both parties or by issuance by the Insurer to the Policyholder, on the basis of the latter's written or oral application, of an insurance policy signed by the Insurer;

**1.5.3. Double Insurance** – insurance of the same object of insurance with two or more insurers;

**1.5.4. Co-insurance** – insurance of one object under one contract jointly by several insurers;

**1.5.5. Policyholder** – an individual or legal entity that has concluded an Insurance Contract with an insurance organization (Insurer);

**1.5.6. Insurer** – a legal entity (insurance organization) that is a commercial organization and holds a special authorization (license) to carry out insurance of the relevant type;

**1.5.7. Sum Insured** – the amount within which the Insurer undertakes to pay Insurance Indemnity under the Insurance Contract;

**1.5.9. Insurance Premium** – the payment stipulated by the Insurance Contract which the Policyholder is obliged to pay to the Insurer in the manner and within the time limits established by the Insurance Contract;

**1.5.10. Insurance Tariffs** – tariffs applied in determining the amount of the Insurance Premium payable under the Insurance Contract;

**1.5.11. Insurance Indemnity** – the amount paid by the Insurer under the Insurance Contract to compensate for damage upon the occurrence of an Insured Event;

**1.5.12. Insured Event** – an accomplished event provided for by the Insurance Contract or by law, upon the occurrence of which the Insurer's obligation arises to make an insurance payment to the Policyholder, the insured person, or the Beneficiary;

**1.5.13. Insurance Risk** – a presumed event against the occurrence of which insurance is effected;

**1.5.14. Insured Value** – the actual value of the insured property specified in the Insurance Contract concluded between the Policyholder and the Insurer;

**1.5.15. Competent Authorities** – state and/or other authorities authorized in accordance with the regulatory legal acts of the Kyrgyz Republic to issue documents confirming events and the amount of damage bearing signs of an Insured Event;

**1.5.16. Liability Limit** – the maximum amount of Insurance Indemnity payable by the Insurer per one Insured Event and for all Insured Events during the term of the Contract;

**1.5.17. Object of Insurance** – property interests not contradicting the legislation of the Kyrgyz Republic related to the possession, use, and disposal of movable and immovable property (property insurance);

**1.5.18. Insurance Coverage Period** – the period of time during which insurance coverage is in effect;

**1.5.17. Insurance Territory** – the territory specified in the Insurance Contract within which an Insured Event occurring during the term of the Insurance Contract entails the Insurer's obligation to make an insurance payment;

**1.5.18. Deductible** – the portion of the Policyholder's losses stipulated by the Insurance Contract that is not subject to compensation by the Insurer. The Deductible may be conditional or unconditional.

a) **Conditional Deductible** – the amount of damage not subject to compensation by the Insurer if the amount of damage does not exceed the deductible. If the amount of damage exceeds the Conditional Deductible, the damage shall be compensated without application of the deductible.

b) **Unconditional Deductible** – the amount of damage not subject to compensation by the Insurer. If the amount of damage exceeds the Unconditional Deductible, the damage shall be compensated less the amount of the Unconditional Deductible.

## § 2. OBJECT OF INSURANCE

**2.1.** In accordance with these Rules, the object of insurance under the Insurance Contract shall be the property interests of the **Policyholder** or the **Beneficiary** related to the possession, use, and disposal of movable and immovable property specified in the Insurance Contract (subject of insurance), as well as property interests related to the loss or non-receipt of expected income and/or additional expenses arising from damage to or destruction of the insured property.

**2.2.** Unless otherwise stipulated in the Insurance Contract, insurance shall not extend to:

**2.2.1.** Cash in national and foreign currency;

**2.2.2.** Shares, bonds, and other securities;

**2.2.3.** Manuscripts, plans, drawings, and other documents, accounting and business books;

**2.2.4.** Models, mock-ups, samples, molds, etc.;

**2.2.5.** Precious metals in ingots and unset precious stones;

**2.2.6.** Technical data carriers of computer and similar systems, in particular magnetic tapes and cassettes, magnetic disks, memory units, etc.;

**2.2.7.** Stamps, coins, banknotes and bonds, drawings, paintings, sculptures, other collections or works of art;

**2.2.8.** Explosive substances;

**2.2.9.** Means of transport, mobile construction, agricultural or other machinery;

**2.2.10.** Property located within the insurance territory but not owned by the Policyholder, including property leased, rented, or obtained under leasing by the Policyholder, as well as other property temporarily under the possession or control of the Policyholder;

**2.2.11.** Land plots.

**2.3.** Insurance of the items listed in Clause 2.2 may be carried out by special agreement of the parties.

## § 3. INSURANCE RISKS. INSURED EVENTS

**3.1.** An **Insurance Risk** is a presumed event against the occurrence of which the Insurance Contract is concluded. The Insurance Contract may be concluded for the aggregate of the below-listed Insurance Risks or any combination thereof.

**3.2.** An **Insured Event** is an accomplished event within the insurance territory from among those specified in Clauses 3.3 and 3.4 (including 3.4.8) of this Section, provided for by the Insurance Contract, which resulted in damage to or loss (destruction) of the insured property and/or damage to insured property interests, and which entails the Insurer's obligation to pay **Insurance Indemnity**.

**3.3.** Under an Insurance Contract concluded in accordance with these Rules, the **Insurer** provides insurance coverage against damage to or destruction of property as a result of direct impact on the object of insurance within the insurance territory caused by fire, lightning strike, and explosion of gas used for domestic purposes.

Fire shall mean the occurrence of combustion capable of independent propagation beyond places specially designated for its ignition and maintenance. Damage caused by fire not resulting from a fire event, as well as damage caused to insured property as a result of its processing by fire, heat, or other thermal impact for the purpose of transformation or for other purposes (for example, drying, boiling, ironing, smoking, frying, heat treatment, or metal melting, etc.), shall not be covered and shall not be subject to indemnification.

Damage resulting from measures taken to save property, extinguish fire, or prevent its spread shall be indemnified.

**3.4.** By agreement of the parties expressly stipulated in the Insurance Contract, the Insurer may, in accordance with this Clause and the relevant Supplementary Conditions to these Rules, provide insurance coverage against damage to or destruction of property resulting from:

**3.4.1.** Falling of manned aircraft or their debris onto the insured property;

**3.4.2.** Direct impact on the object of insurance within the insurance territory of natural disasters, namely: earthquake (magnitude 4 or higher on the Richter scale), volcanic eruption or underground fire, landslide, rockfall, storm, whirlwind, hurricane, flood, inundation, hail;

**3.4.3.** Direct impact on the object of insurance within the insurance territory of explosion of steam boilers, gas storage facilities, gas pipelines, machines, apparatus, and similar devices;

**3.4.4.** Damage to insured property caused by water from water supply, sewage, heating systems, fire extinguishing systems, and air conditioning systems;

**3.4.5.** Burglary and robbery;

**3.4.6.** Breakage of window glass, mirrors, and shop windows;

**3.4.7.** Unlawful intentional acts of third parties aimed at causing damage to insured property;

**3.4.8.** Other causes, including collision by land vehicles and impact of vessels not owned by the Policyholder, except for cases specified in Clause 3.9 of these Rules.

**3.5.** By agreement of the parties expressly stipulated in the Insurance Contract, the Insurer may insure:

**3.5.1.** The risk of losses arising from interruption of production (business activity) or loss of profit in connection therewith;

**3.5.2.** Unforeseen (additional) expenses.

**3.6.** Insurance under the risks specified in Clauses 3.4.2–3.4.6 and 3.5 shall additionally be governed by the relevant Supplementary Conditions, which form an integral part of these Rules.

**3.7.** Within the limits of the Sum Insured, the Insurer shall also indemnify the Policyholder for reasonable and necessary expenses incurred upon the occurrence of an Insured Event for the purpose of preventing or reducing possible losses, but not exceeding 10% of the Sum Insured of the insured property.
**3.8.** The events specified in Clauses 3.3, 3.4, and 3.5 shall not constitute Insured Events if they occurred as a result of:
**3.8.1.** Military actions of any kind, civil war or their consequences, civil unrest, mass disturbances, strikes, lockouts, confiscation, requisition, seizure, destruction or damage of property by order of military or authorized state authorities, imposition of martial law or state of emergency;
**3.8.2.** Exposure to nuclear energy in any form;
**3.8.3.** Intent of the Policyholder, Beneficiary, their executive employees or representatives, as well as persons acting in their own name but with the knowledge and in the interests of the Policyholder or Beneficiary, or violation by any of the above persons of established rules for handling insured property.
Note: A Policyholder, Beneficiary, executive employee, or representative shall be deemed to have acted intentionally if they were aware of the danger of their actions (or inaction), foresaw the possibility of the occurrence of an Insured Event, and consciously allowed such occurrence or were indifferent thereto.
Unless otherwise provided by the Insurance Contract, within these General Conditions, executive employees shall mean only managers directly responsible, by virtue of their official duties, for compliance with rules and regulations established by applicable legal acts or industry instructions.
**3.8.4.** Spontaneous combustion, fermentation, decay, or other natural properties of insured items.
Note: Spontaneous combustion means ignition of property without contact with burning or heated objects and in the absence of radiant heat.
**3.8.5.** Collapse of buildings or parts thereof, subsidence, cracking, compression, expansion, or swelling of road or sidewalk покрытия, as well as foundations, walls, load-bearing structures, or floors of buildings or engineering structures, unless caused by an Insured Event;
**3.8.6.** Theft of property during or immediately after an Insured Event;
**3.8.7.** Violation by the Policyholder (Beneficiary), their representatives, or persons residing jointly with the Policyholder (Beneficiary) of established safety regulations (including fire safety, electrical safety, operation of steam and gas appliances, heating devices, household appliances, construction and repair works, etc.), as well as use of insured property for purposes other than those for which it is intended;
**3.8.8.** Shrinkage of building elements/materials – reduction in linear dimensions and volume due to loss of moisture, compaction, hardening, etc.;
**3.8.9.** Settlement of a building – deformation of the foundation not accompanied by fundamental change in soil structure;
**3.8.10.** Damage caused by technogenic vibration – vibration caused by human activity (transport movement, construction works, etc.).
**3.9.** Unless expressly provided otherwise in the Insurance Contract, the Insurer shall not indemnify losses related to:
**3.9.1.** Power outages, interruptions, disturbances, deviations, or fluctuations in electricity supply;
**3.9.2.** Interruption of production, trade, or other business activity;
**3.9.3.** Loss of rental income;
**3.9.4.** Loss of profit;
**3.9.5.** Demolition of buildings, clearing of territory, removal of damaged property remains and/or debris;
**3.9.6.** Other indirect losses (for example, loss of expected profit), even if caused by an Insured Event.
**3.10.** Unless otherwise expressly stipulated in the Insurance Contract, the following shall not constitute Insured Events and shall not be subject to indemnification:
**3.10.1.** Civil unrest, strikes, lockouts;
**3.10.2.** Damage to insured property during construction, installation, reconstruction, or refurbishment works;
**3.10.3.** Terrorist acts, sabotage.
**3.11.** The Insurance Contract may provide for other exclusions from the scope of the Insurer's liability.

**§ 4. SUM INSURED**
**4.1.** The **Sum Insured** is the monetary amount specified in the Insurance Contract within which the **Insurer** undertakes, upon the occurrence of an **Insured Event (Insured Events)** and in accordance with the procedure provided for in the Insurance Contract, to pay **Insurance Indemnity**. Insurance shall not serve as a source of unjust enrichment.
**4.2.** The Sum Insured shall be established in an amount not exceeding the actual value of the insured property at its location as of the date (day) of conclusion of the Insurance Contract (**Insured Value**).
**4.3.** Unless otherwise provided by the Insurance Contract, the Sum Insured shall be determined as follows:
**4.3.1.** For equipment, machinery, inventory, household items, and personal belongings – based on the cost of acquiring a fully identical item subject to insurance or insured, less depreciation;
**4.3.2.** For buildings and structures – based on the cost of constructing a fully identical building in the given locality, taking into account depreciation and the operational and technical condition of the building or structure subject to insurance or insured;
**4.3.3.** For goods manufactured by the Policyholder (both work in progress and finished goods) – based on the enterprise's expenses necessary to reproduce the insured items, but not exceeding their sale price;

**4.3.4.** For goods traded by the Policyholder, as well as raw materials purchased by the Policyholder – based on their acquisition cost to the Policyholder.
**4.4.** In the Insurance Contract, the Sum Insured shall be established for each insured object or for their aggregate.
**4.5.** Unless otherwise provided by the Insurance Contract, if at the time of conclusion of the Insurance Contract the Sum Insured is set below the Insured Value, the Insurer, upon the occurrence of an Insured Event, shall indemnify the Policyholder (Beneficiary) for part of the loss in proportion to the ratio of the Sum Insured established at the time of conclusion of the Insurance Contract to the Insured Value.
**4.6.** If the Sum Insured specified in the Insurance Contract exceeds the Insured Value, the contract shall be null and void in the part of the Sum Insured exceeding the Insured Value, and the excessively paid portion of the Insurance Premium shall not be refundable.
If the overstatement of the Sum Insured in the Insurance Contract resulted from fraud on the part of the Policyholder, the Insurer shall have the right to demand invalidation of the contract and compensation for losses caused thereby in an amount exceeding the Insurance Premium received from the Policyholder.
**4.7.** After payment of Insurance Indemnity, the Sum Insured shall be reduced by the amount of the indemnity paid. The reduction of the Sum Insured shall take effect from the date of occurrence of the Insured Event. In case of restoration or replacement of damaged property, the Policyholder shall have the right, for an additional premium, to reinstate the original Sum Insured (amounts).
**4.8.** Sums Insured shall be established in the national currency. By agreement of the parties, the Insurance Contract may specify Sums Insured in foreign currency, the equivalent of which shall be the corresponding amounts in national currency (hereinafter – insurance with currency equivalent).
**4.9.** By separate agreement of the parties, the Insurance Contract may provide for a **Liability Limit of the Insurer (automatic coverage)** in respect of possible insurance coverage of property acquired into ownership, leased, constructed, or put into operation by the Policyholder after the Insurance Contract enters into force, or in respect of insured property whose value increased after the Insurance Contract entered into force, but not exceeding the maximum limit established by the Insurance Contract.
The property specified in this clause must be declared in writing to the Insurer for insurance within the period established by the Insurance Contract, after which the Insurer shall execute an addendum to the contract with recalculation of the Insurance Premium, unless otherwise provided by the Insurance Contract.

**§ 5. DEDUCTIBLE**
**5.1.** By agreement of the parties, the Insurance Contract may provide for a **Deductible**.
A Deductible is the portion of the Policyholder's losses stipulated by the Insurance Contract that is not subject to compensation by the Insurer. The Deductible may be established as an absolute amount or as a percentage of the Sum Insured or the amount of loss.
**5.2.** The Insurance Contract may provide for a **Conditional Deductible** or an **Unconditional Deductible**.
**5.2.1.** Under a Conditional Deductible, the Insurer shall be released from liability for loss equal to or not exceeding the amount of the Deductible and shall indemnify the loss in full if its amount exceeds the Deductible.
**5.2.2.** In the case of an Unconditional Deductible, the Insurer shall in all cases indemnify the loss less the amount of the Deductible.
**5.3.** If several Insured Events occur, the Deductible shall be applied when calculating indemnity for each event.
**5.4.** If, as a result of one Insured Event, several insured objects or groups of objects are damaged for which separate Deductibles are предусмотрены in the Insurance Contract, the Deductibles shall be applied when calculating indemnity for each object or group of objects.
**5.5.** If the Insurance Contract (Policy) does not specify a particular type of Deductible, the **Unconditional Deductible** shall apply when calculating and paying Insurance Indemnity.

**§ 6. INSURANCE PREMIUM**
**6.1.** The **Insurance Premium** shall mean the payment for insurance which the **Policyholder** is obliged to pay to the **Insurer** in the manner and within the time limits established by the Insurance Contract.
**6.2.** The amount of the Insurance Premium shall be determined by the Insurer based on the Sums Insured agreed by the parties, the amount of Deductibles, the insurance period, insured risks, and other factors determining the scope of the Insurer's liability and the degree of risk.
**6.3.** The Insurance Premium shall be payable as a lump sum or by installments by agreement of the parties and may be paid in insurance installments.
**6.4.** Failure by the Policyholder to pay the Insurance Premium or its next installment within the time limits and in the amount stipulated by the Insurance Contract shall be deemed a material breach of the Insurance Contract and shall entitle the Insurer to refuse payment of Insurance Indemnity for an Insured Event if, at the time of its occurrence, the Insurance Premium (installment) has not been duly paid.
**6.5.** In case of insurance with a currency equivalent, unless otherwise provided by the Insurance Contract and legislation on monetary settlements, the Insurance Premium shall be paid in national currency at the exchange rate of the National Bank of the Kyrgyz Republic established for the relevant foreign currency on the date of payment (transfer).

**6.6.** For Insurance Contracts concluded for a period of less than one year, the Insurance Premium shall be established in the following amounts as a percentage of the annual premium:
For 1 month - 20%;
For 2 months - 30%;
For 3 months - 40%;
For 4 months - 50%;
For 5 months - 60%;
For 6 months - 70%;
For 7 months - 75%;
For 8 months - 80%;
For 9 months - 85%;
For 10 months - 90%;
For 11 months - 95%.
Upon renewal of the Insurance Contract, the Insurance Premium shall be determined proportionally to the term of the original contract, and any partial month shall be calculated as a full month.

**§ 7. INSURANCE TERRITORY**
**7.1.** The **Insurance Territory** shall mean the territory within which an Insured Event entails the Insurer's obligation to pay Insurance Indemnity during the term of the Insurance Contract.
**7.2.** Unless otherwise provided by the Insurance Contract, property shall be deemed insured only within the territories specified in the Insurance Contract. The Insurance Territory shall include the premises of buildings specified in the Insurance Contract, as well as the territory of land plots specified therein or plots on which the insured objects are constructed, provided such plots are fenced in a manner excluding their use by unauthorized persons.
**7.3.** If the insured property leaves the Insurance Territory, the Insurance Contract shall not apply in respect thereof.
**7.4.** An Insured Event under these Rules shall be recognized only if it occurred directly within the Insurance Territory.

**§ 8. CONCLUSION, TERM AND TERMINATION OF THE INSURANCE CONTRACT**
**8.1.** The **Insurance Contract** shall mean an agreement between the Policyholder and the Insurer under which the Insurer, for a fee stipulated by the contract (Insurance Premium), upon the occurrence of an Insured Event provided for in the contract, undertakes to pay the Policyholder or another person in whose favor the contract is concluded (Beneficiary) Insurance Indemnity within the limits of the Sum Insured specified in the contract.
**8.2.** The Insurance Contract shall be concluded on the basis of a written application of the Policyholder. The application must contain all necessary information regarding the objects proposed for insurance and shall be signed by the Policyholder or another duly authorized person. After conclusion of the Insurance Contract, the application shall become an integral part thereof and shall be retained by the Insurer.
**8.3.** Upon conclusion of the Insurance Contract, the Policyholder shall inform the Insurer of all circumstances known to them that are material for determining the degree of risk to be insured. The Policyholder shall also answer all questions posed by the Insurer for the purpose of risk assessment. If it is established that the information provided by the Policyholder is wholly or partially inaccurate and knowingly false, the Insurer shall have the right to demand invalidation of the Insurance Contract. If such contract is declared invalid, the Policyholder shall reimburse the Insurer in full for any payments made thereunder.
**8.4.** The Insurance Contract shall be concluded in writing and may be оформлен either by drawing up a single document signed by both parties or by issuance of an insurance policy by the Insurer to the Policyholder.
**8.5.** The Insurance Contract shall enter into force upon payment of the Insurance Premium or its first installment, unless otherwise provided by the Insurance Contract.
**8.5.1.** If the Insurance Contract provides for its entry into force from a date other than payment of the Insurance Premium or first installment, and the Insurance Premium or first installment is not paid within 10 days from the date specified in the contract as the payment date, the Insurer shall have the right to terminate the contract unilaterally.
If the Insurance Contract has not entered into force at the time the Insurer acquires the right to terminate it under this clause, the contract shall be deemed not to have entered into force and shall not entail any legal consequences for the parties.
**8.5.2.** In case of non-payment of the next insurance installment within 10 days from the date specified in the Insurance Contract as the due date, the Insurer shall have the right to terminate the contract unilaterally.
**8.5.3.** The Insurer shall be released from the obligation to make insurance payments in respect of Insured Events occurring after expiration of the 10 (ten) days provided for in Subclauses 8.5.1 and 8.5.2 of these Rules.
**8.5.4.** In case of unilateral termination of the Insurance Contract by the Insurer on the grounds and in the manner provided for in Subclause 8.5.2, the Insurance Premium paid shall not be refundable.
**8.5.5.** Other consequences of non-payment of the Insurance Premium (installment) may be established by the Insurance Contract.
**8.6.** The Insurance Contract shall be concluded for a term of one year or, by agreement of the parties, for another period (insurance period) specified in the Insurance Contract.

**8.7.** The Insurance Contract shall terminate in the following cases:
**8.7.1.** Expiration of the term specified in the contract as its end date;
**8.7.2.** Full performance by the Insurer of its obligations (payment of indemnity in the amount of the Sum Insured);
**8.7.3.** Liquidation of the Insurer in accordance with the law;
**8.7.4.** Invalidation of the Insurance Contract by court decision;
**8.7.5.** By agreement of the parties;
**8.7.6.** In other cases provided for by applicable legislation, these Rules, and the Insurance Contract.
**8.8.** The Insurance Contract shall terminate prior to its expiration if, after its entry into force, the possibility of occurrence of an Insured Event has ceased and the Insurance Risk has terminated due to circumstances other than an Insured Event, including destruction of the insured property for reasons other than an Insured Event.
In case of early termination on these grounds, the Policyholder shall be entitled to a refund of the portion of the Insurance Premium corresponding to the unexpired period of the contract.
**8.9.** The Policyholder shall have the right to withdraw from the Insurance Contract at any time, provided that at the time of withdrawal the possibility of occurrence of an Insured Event has not ceased on the grounds specified in Clause 8.8 of these Rules.
In case of early withdrawal by the Policyholder, the Insurance Premium paid shall not be refundable unless otherwise provided by the contract.
**8.10.** The Insurer shall have the right to terminate the Insurance Contract early in cases provided for by applicable legislation and the Insurance Contract.
**8.10.1.** If the Policyholder refuses to allow inspection of the insured property by the Insurer, the Insurer shall have the right to unilaterally terminate the Insurance Contract, and the Insurance Premium paid shall not be refundable.
**8.11.** The Insurer's liability under the Insurance Contract shall cease on the date specified in the Insurance Contract. If the contract is terminated unilaterally by either party, liability shall cease from the date the other party receives written notice of termination (at the address specified in the Insurance Contract) or from a later date specified in such notice, unless otherwise provided by the Insurance Contract and these Rules.

**§ 9. CHANGE IN DEGREE OF RISK**
**9.1.** During the term of the Insurance Contract, the **Policyholder (Beneficiary)** shall immediately, as soon as it becomes known to them, notify the **Insurer** in writing of any circumstances entailing a change in the degree of risk, for example: transfer of property for lease, pledge, use, or disposal to another person; transfer of ownership rights to another person; cessation of production or substantial change in its nature; demolition, major repair, reconstruction, or re-equipment of buildings and structures; partial or full replacement of equipment; change of security regime; damage to or destruction of property, regardless of whether such losses are subject to indemnification under the Insurance Contract, etc.
**9.2.** In the event of transfer of rights to the insured property from the person in whose interest the Insurance Contract was concluded to another person, the rights and obligations under the contract shall pass to the person to whom the property rights have been transferred, except as otherwise provided by law. The person to whom the rights to the insured property have passed shall immediately notify the Insurer thereof.
**9.3.** The Insurer, having been notified of circumstances entailing an increase in the degree of risk, shall have the right to demand amendment of the Insurance Contract or payment of an additional Insurance Premium proportionate to the increase in risk.
If the Policyholder (Beneficiary) objects to the amendment of the contract terms or payment of the additional premium, the Insurer shall have the right to demand termination of the contract.
**9.4.** If the Policyholder breaches their obligations under Clause 9.1, the Insurer shall have the right to demand termination of the contract and compensation for losses caused by such termination, and in the event of an Insured Event, the Insurer shall have the right to refuse payment of Insurance Indemnity.
**9.5.** Regardless of whether the degree of risk has increased, the Insurer shall have the right during the term of the Insurance Contract to inspect the condition and value of the insured property and to verify the accuracy of the information provided by the Policyholder. The Policyholder shall not refuse the Insurer the right to conduct such inspection.
**9.6.** If the Policyholder refuses to allow inspection of the insured property by the Insurer, the Insurer shall have the right to terminate the Insurance Contract unilaterally, and the Insurance Premium paid shall not be refundable.

**§ 10. VIOLATION OF SAFETY REGULATIONS**
**10.1.** If the Policyholder violates fire safety regulations, security rules for premises and valuables, work safety regulations, or other similar rules established by laws or other regulatory acts, or if such violations are committed with the knowledge of the Policyholder, such violations shall be considered circumstances entailing an increase in the degree of risk (see Clause 9.1 of these Rules).
**10.2.** The Insurer shall have the right to refuse payment of Insurance Indemnity for Insured Events directly caused by violation of safety regulations and/or violation of operating rules of the insured property. However, Insurance Indemnity shall be paid if such violations are not causally related to the occurrence of the Insured Event.

## § 11. DOUBLE INSURANCE

**11.1.** The Policyholder shall inform the Insurer of all Insurance Contracts concluded with other insurance organizations in respect of the property insured with the Insurer.

**11.2.** If at the time of occurrence of an Insured Event other Insurance Contracts are also in force in respect of the insured property (property interests), indemnity shall be distributed proportionally to the ratio of the Sums Insured under which the property is insured by each insurer, and the Insurer shall pay indemnity only in the portion corresponding to its share of the total Sums Insured under all Insurance Contracts.

## § 12. INSURANCE IN FAVOR OF A THIRD PARTY. BENEFICIARY

**12.1.** The Policyholder shall have the right to conclude an Insurance Contract in favor of a third party (**Beneficiary**) who has an interest in the preservation of the property based on law, another legal act, or a contract.

**12.2.** During the term of the contract, the Policyholder shall have the right to replace the Beneficiary specified in the Insurance Contract with another person. The Policyholder shall notify the Insurer of such replacement in writing.

The Beneficiary may not be replaced after the occurrence of an Insured Event or after the Beneficiary has fulfilled any obligation under the Insurance Contract or has submitted a claim for payment of Insurance Indemnity.

**12.3.** The Insurer shall have the right to require the Beneficiary to fulfill the obligations under the Insurance Contract, including obligations incumbent upon the Policyholder but not fulfilled by them, upon submission by the Beneficiary of a claim for Insurance Indemnity. The risk of consequences of non-performance or untimely performance of obligations that should have been fulfilled earlier shall be borne by the Beneficiary.

## § 13. OBLIGATIONS OF THE POLICYHOLDER UPON OCCURRENCE OF AN INSURED EVENT

**13.1.** Upon occurrence of an Insured Event, the Policyholder shall:

**13.1.1.** Immediately, but in any case no later than three working days from the day when they became aware or should have become aware of the Insured Event, notify the Insurer or its authorized representative in writing (by mail, courier, telex, telegram, or fax);

**13.1.2.** Take all reasonable and available measures under the circumstances to reduce the loss and to salvage the insured property; if possible, the Policyholder shall request instructions from the Insurer and follow them;

**13.1.3.** Provide the Insurer or its representatives with the opportunity to inspect or examine the damaged property, investigate the causes of the Insured Event and the amount of loss, and participate in measures to reduce the loss and salvage the insured property;

**13.1.4.** At the request of the Insurer, provide in writing all information necessary to assess the amount of loss and the causes of damage or destruction of the insured property, including documents confirming the occurrence of the Insured Event, describing the circumstances of its occurrence, confirming the amount of loss, as well as other documents required by the nature of the event and applicable legislation;

**13.1.5.** Preserve the damaged property in the condition in which it was after the Insured Event. The Policyholder may alter the scene of the Insured Event only if required for safety reasons, to reduce the amount of loss, with the consent of the Insurer, or after two weeks have elapsed from the date of notification of the Insurer. If the Policyholder intends to alter the scene for the above reasons, they shall record the condition of the property as fully as possible by photographs, video recording, or similar means.

**13.2.** Failure by the Policyholder to fulfill any of the above obligations shall be deemed a material breach of the Insurance Contract and may serve as grounds for unilateral refusal by the Insurer to perform the contract.

**13.3.** The Insurer and its representatives shall have the right to participate in the salvage and preservation of the insured property by taking or indicating necessary measures; however, such actions shall not be construed as recognition of the obligation to pay Insurance Indemnity. If the Policyholder obstructs such actions, the Insurance Indemnity shall be reduced to the extent that such obstruction increased the loss.

**13.4.** A representative of the Insurer shall have the right to commence inspection of the damaged property without awaiting notification from the Policyholder of the Insured Event. The Policyholder shall not obstruct such inspection.

**13.5.** Upon occurrence of an Insured Event, the procedure for settlement of the Policyholder's claims shall be carried out in accordance with the Procedure (Regulations) for Settlement of Policyholders' Claims under property insurance policies against fire and other perils (Appendix No. 1 to these Rules).

## § 14. INTENT OF THE POLICYHOLDER

**14.1.** If the **Policyholder**, the **Beneficiary**, their executive employee or representative, as well as a person acting in their own name but with the knowledge and in the interest of the Policyholder or Beneficiary, intentionally commits or permits actions leading to the occurrence of an Insured Event, or intentionally misleads the **Insurer** or its representatives when determining the causes of the Insured Event or the amount of loss, and the intent of such persons is established in accordance with the legislation of the Kyrgyz Republic, the Insurer shall be released from the obligation to pay Insurance Indemnity for such Insured Event.

## § 15. PROCEDURE FOR DETERMINATION AND PAYMENT OF INSURANCE INDEMNITY

**15.1.** Within no more than 30 (thirty) working days after receipt of all documents requested from the Policyholder or Beneficiary, the Insurer shall consider the claim on its merits and either pay Insurance Indemnity, provide substantiation for full or partial refusal of payment, or request additional documents.

Upon establishing the occurrence of an Insured Event and prior to determining the total amount of loss, the Insurer shall have the right to pay the Policyholder (Beneficiary) the undisputed portion of Insurance Indemnity confirmed by relevant documents.

**15.2.** The amount of loss shall be determined by the Insurer based on inspection data, the actual value of the damaged property, and documents confirming the amount of loss.

**15.3.** Unless otherwise provided by the Insurance Contract, Insurance Indemnity shall be paid:

**15.3.1.** In case of destruction or loss of property – in the amount of its actual value as of the date of the Insured Event, less residual value, but not exceeding the Sum Insured;

**15.3.2.** In case of damage to property – in the amount of restoration expenses, less depreciation of parts and materials replaced during restoration (repair), but not exceeding the Sum Insured.

By separate agreement of the parties, payment may be replaced by provision of similar property in kind, including restoration repair (construction) of the damaged insured property.

**15.4.** Restoration expenses shall include:

**15.4.1.** Costs of materials and spare parts for repair;

**15.4.2.** Costs of repair work performed by contractors and/or employees (workers) of the Policyholder (in-house method) within working time standards established by the legislation of the Kyrgyz Republic;

**15.4.3.** Costs of delivery of materials to the repair site and other expenses necessary to restore the insured property to the condition in which it was immediately prior to the Insured Event.

**15.5.** Restoration expenses shall not include:

**15.5.1.** Additional expenses resulting from modifications or improvements of the insured item;

**15.5.2.** Expenses related to temporary or auxiliary repair or restoration;

**15.5.3.** Other excessive or unnecessary expenses.

**15.6.** If damaged parts or items are replaced despite the possibility of their repair without compromising operational safety, the Insurer shall indemnify the cost of repair of such parts or items, but not exceeding the replacement cost.

**15.7.** Within the Sum Insured, the Insurer shall also indemnify the Policyholder for reasonable and necessary expenses incurred upon the occurrence of an Insured Event for the purpose of preventing or reducing possible losses, but not exceeding 10% of the Sum Insured of the insured property.

**15.8.** The Policyholder shall not abandon the property remaining after the Insured Event, even if damaged. The residual value of such property shall be deducted from the indemnity amount.

Residual value shall mean the value of materials, parts, or components remaining from destroyed or damaged property, including:

- undamaged items, determined at usual sale prices or at the value determined upon their recording on the Policyholder's balance sheet as spare (reserve) parts;
- damaged items at scrap or salvage value.

**15.9.** In the event of disputes between the parties regarding the causes of the Insured Event or the amount of loss, either party shall have the right to demand an expert examination. The examination shall be conducted at the expense of the party requesting it. If the examination establishes that the Insurer's refusal to pay indemnity was unjustified, the Insurer shall bear a portion of the examination costs proportional to the ratio of the initially refused amount to the amount paid following the examination. Costs of examination in cases recognized after examination as non-insured events shall be borne by the Policyholder.

**15.10.** The Insurer shall have the right to defer payment of Insurance Indemnity in the following cases:

**15.10.1.** If there is no confirmation of the right of the Policyholder (Beneficiary) to receive Insurance Indemnity – until the necessary evidence is provided;

**15.10.2.** If criminal proceedings have been initiated against the Policyholder or its executive employees by competent internal affairs authorities, or if competent state authorities are investigating the circumstances leading to the Insured Event – until completion of the investigation or court proceedings.

**15.11.** After payment of Insurance Indemnity, the Insurer shall acquire, within the limits of the paid amount, the right of recourse (subrogation) against persons responsible for the loss. The Policyholder shall transfer to the Insurer all documents and take all actions necessary to exercise such right.

If the Policyholder or Beneficiary waives such rights or makes their exercise impossible due to their fault, the Insurer shall be released from the obligation to pay Insurance Indemnity in the amount corresponding to the damage caused thereby. If indemnity has already been paid, the Policyholder shall reimburse the Insurer the respective amount.

**15.12.** If the Policyholder or Beneficiary has received compensation from third parties, the Insurer shall pay only the difference between the amount payable under the Insurance Contract and the amount received from third parties. The Policyholder shall immediately notify the Insurer of receipt of such amounts.

**15.13.** The Policyholder or Beneficiary shall return the Insurance Indemnity (or the respective part thereof) if circumstances are discovered which, under law or these Rules, fully or partially deprive them of the right to Insurance Indemnity.

**15.14.** If the Policyholder has duly and timely notified the Insurer of an event having the characteristics of an Insured Event in accordance with these Rules, they shall have the right to file a claim for Insurance Indemnity, which shall lapse upon expiration of the limitation period established by the legislation of the Kyrgyz Republic.

**15.15.** Unless otherwise provided by the Insurance Contract, in case of insurance with a foreign currency equivalent, Insurance Indemnity shall be paid either in foreign currency or in national currency at the exchange rate of the National Bank of the Kyrgyz Republic established for the relevant foreign currency on the date of payment (transfer).

For calculation purposes, this condition shall apply if the exchange rate does not exceed the maximum rate for indemnity payments, defined as the rate of the foreign currency established by the National Bank of the Kyrgyz Republic on the date of transfer of the Insurance Premium by the Policyholder to the Insurer, increased by 1% (one percent) for each month (including partial month) elapsed since such transfer.

If the exchange rate exceeds the above maximum rate, the amount of Insurance Indemnity shall be determined based on the maximum rate for indemnity payments.

## § 16. DISPUTE RESOLUTION

**16.1.** Disputes arising under Insurance Contracts between the Insurer and the Policyholder (Beneficiary) shall be resolved through negotiations, and in the absence of agreement – in accordance with the procedure established by the legislation of the Kyrgyz Republic.