



On approval of a standard professional liability insurance contract of legal advisers

Unofficial translation

Order of the Minister of Justice of the Republic of Kazakhstan of September 27, 2018 No. 1456. Registered with the Ministry of Justice of the Republic of Kazakhstan on October 8, 2018 No. 17502.

Unofficial translation

In accordance with subparagraph 20) of Article 23 of the Law of the Republic of Kazakhstan of July 5, 2018 "On Advocacy and Legal Assistance" **I HEREBY ORDER:**

1. To approve the enclosed Standard Professional Liability Insurance Contract of Legal Consultants.

2. In accordance with the procedure established by legislation, the Department for Registration Service and the Organization of Legal Services of the Ministry of Justice of the Republic of Kazakhstan shall ensure:

1) state registration of this order;

2) within ten calendar days from the date of state registration of this order, sending it both in the Kazakh and Russian languages to the Republican State Enterprise on the Right of Economic Management "Republican Center for Legal Information" for official publication and inclusion in the Reference Control Bank of Regulatory Legal Acts of the Republic of Kazakhstan;

3) the placement of this order on the Internet resource of the Ministry of Justice of the Republic of Kazakhstan after its official publication.

3. Control over the execution of this order shall be entrusted to the supervising Deputy Minister of Justice of the Republic of Kazakhstan.

4. This order shall enter into force on January 1, 2020 and shall be subject to official publication.

Minister

M. Beketayev

"AGREED"

National Bank of the

Republic of Kazakhstan

" ____ " _____ 2018

Approved by Order
of the Minister of Justice of the
Republic of Kazakhstan
№ 1456 of September 27, 2018,

**Standard professional insurance liability contract contract
of legal advisers**

City, region _____ series _____ # _____ " " _____
20 _____, hereinafter referred to
as

(name of the insurer)
"Insurer", acting on the basis of _____, represented
by

→
(last name, first name, report (if any) of the insurer's representative), as the party of the
first part, and the legal advisor hereinafter referred to as the "Insured", represented by

(last name, first name, patronymic (if any) of a legal adviser)
listed in the registry of the Chamber of Legal Advisers _____

with
(name of the chamber)

Party, collectively referred to as the Parties, and individually - the Party
Based on the Civil Code of the Republic of Kazakhstan (special part) dated July 1, 1999
(hereinafter referred to as the Civil code), Law of the Republic of Kazakhstan of July 5,
2018 "On

Advocacy and Legal Assistance "(hereinafter referred to as the Law), the Law of the
Republic of Kazakhstan dated December 18, 2000 "On Insurance Activity" have entered into
this Insurance contract of professional liability of legal advisers (hereinafter referred to as the
Contract) as follows.

Chapter 1. Basic concepts used in the Contract Contract

1. The following basic concepts have been used in this Contract: Contract
 - 1) Beneficiary - a person who, in accordance with this Contract, is the recipient of the insurance payment;
 - 2) Insurer - a legal entity registered as an insurance organization and having a license to carry out insurance activities, is obliged to make an insurance payment to the person in whose favor this Contract (Beneficiary) is reached, within the limits of the amount (sum insured);
 - 3) The Insurant is a legal adviser who has entered into this Contract with the Insurer;
 - 4) Insured person - the person in respect of whom the insurance is provided. In this contract, the Policyholder is also the Insured person.
 - 4-1) Insurable interest - property interest of the insurant (insured person, beneficiary) in preventing risks and avoiding the occurrence of an insured event, with the exception of events that may be provided for under an accumulative insurance contract.

5) insurance object - property interests of the Insured (Insured person) related to his/her duty in the manner established by the legislation of the Republic of Kazakhstan to compensate the damage caused to third parties who receive legal assistance as a result of their activities in accordance with the contract;

6) 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;

7) insurance premium - the amount of money that the Insured person is obliged to pay to the Insurer for the latter to make an obligation to make an insurance payment to the Beneficiary in the amount specified by this Contract;

8) insurance payment - the amount of money paid by the Insurer to the Beneficiary within the insured amount upon the occurrence of the insured event;

9) a third party is a person who is not a party to the Contract, whose property interests have been harmed in the performance of professional duties by a legal consultant.

Footnote. Paragraph 1 as amended by Order No. 601 of the Minister of Justice of the Republic of Kazakhstan dated December 19, 2019 (shall be enforced from 01.01.2020).

Chapter 2. Subject of the contract

2. Under this Contract, the Insurant shall transfer and the Insurer shall accept for insurance the property interests of the Insurant (Insured Person) related to his/her duty in the manner prescribed by the legislation of the Republic of Kazakhstan to compensate the damage caused to third parties who receive legal assistance in accordance with the contract as the result of legal counseling activities.

Chapter 3. The size of the amount insured and insurance premium

3. The insured amount under this Contract shall be established at KZT _____

—
(amount in words)

in accordance with paragraph 5 of article 77 of the Law.

4. If the insurance amount is insufficient for full compensation of the damage caused, the Insurant shall compensate for the difference between the sum insured and the actual amount of damage.

5. Insurance premium in the amount of KZT _____

(amount in words) shall be paid in a lump-sum payment within 5 (five) working days from the date of signing of the Contract by the Parties or their authorized representatives by transferring money to the Insurer's bank account or in cash to the Insurer's cash desk.

6. The day of payment of the insurance premium shall be the day when the money is received in the bank account or in the cash office of the Insurer.

Chapter 4. Conditions and procedure for the insurance payment

7. The claim for insurance payment to the Insurer shall be made by the Insurant or by a third party in writing with the attachment of documents confirming the occurrence of the insured event.

8. Insurance payment shall be made in the national currency of the Republic of Kazakhstan (tenge).

9. Insurance payment shall be made by the Insurer within 15 (fifteen) business days after receipt of all necessary documents from the Insurant.

Chapter 5. Insurance Cases

10. The insured event under this Contract shall be the fact that the Insurant has a civil liability to compensate for the damage to the property interests of third parties who are provided with legal assistance in accordance with the contract as a result of professional mistakes made by the insured person.

11. Professional mistakes shall be understood as:

- 1) skipping procedural deadlines;
- 2) improper paperwork;
- 3) failure to notify the person to whom, in accordance with the contract, legal assistance is provided, about the consequences of the legal actions that have caused him harm;
- 4) loss or damage to documents received by the insurant (insured person) from the client for the provision of legal assistance;
- 5) unlawful disclosure of information that became known to the insured person in the process of providing him with legal assistance.

Footnote. Paragraph 11 as amended by Order No. 601 of the Minister of Justice of the Republic of Kazakhstan dated 19.12.2019 (shall be enforced from 01.01.2020)

12. An insured event shall be considered to have occurred if the damage caused to third parties who receive legal assistance in accordance with the contract is the result of an unintentional violation by the Insurant (insured person) of professional duties.

13. Proving the occurrence of the insured event, and also the damages incurred shall lie with the insurant (beneficiary, the insured person).

Footnote. Paragraph 13 as amended by Order No. 601 of the Minister of Justice of the Republic of Kazakhstan dated 19.12.2019 (shall be enforced from 01.01.2020)

Chapter 6. Rights and Obligations of the Parties

14. The insurer shall be entitled to:

- 1) request from the competent organizations the documents confirming the fact of the insured event;

2) upon the occurrence of an insured event, determine the amount of harm/damage caused and determine the amount of insurance payment.

15. The insurer shall be obliged to:

1) ensure the secrecy/confidentiality of insurance;

2) provide the opportunity to pay the insurance premium by a wire transfer via the Insurer's Internet resource (in case of entering into an insurance contract in electronic form);

3) upon the occurrence of an insured event, to make an insurance payment;

4) pay for the services of the appraiser (independent expert) involved by him;

5) if there are insufficient documents confirming the occurrence of the insured event and the amount of damage to be compensated by the Insurer, within 3 (three) working days from the date of their receipt, inform the applicant about this with an indication of the full list of missing and (or) incorrectly executed documents;

6) if the Insurant or a third party, the Beneficiary, fails to submit all the documents necessary for making the insurance payment, the Insurer shall be obliged to notify the Insurant in writing about the missing documents within 3 (three) working days;

7) when receiving an application from the Insurant (Beneficiary), consider the requirements of the Insurant (Beneficiary) and provide a written response indicating the further procedure for settling the dispute within five working days;

8) upon receipt from the Insurant (Beneficiary) of the application sent to the insurance ombudsman, redirect this application, as well as the documents attached thereto to the insurance ombudsman within three working days from the date of receipt.

16. The Insurant shall be entitled to:

1) require the Insurer to clarify the insurance conditions, his/her rights and obligations under the Contract;

2) send the Insurer (including through a branch, representative office) a written statement indicating the requirements and attachment of documents confirming its requirements, or send a statement to the insurance ombudsman (directly to the insurance ombudsman either through the Insurer, including its branch, representative office) or to a court to resolve disputes arising from the legal consultants professional liability insurance contract.

17. The Insurant shall be obliged to:

1) pay insurance premiums in the amount, manner and terms established by the Contract;

2) take measures to reduce losses from the insured event;

3) immediately, but no later than 5 (five) working days, as he/she became aware of the fact that a third party filed claims for compensation for harm/damage caused during the provision of legal aid, notify the Insurer about this in an accessible way (verbally, in writing). The verbal message shall be subsequently (within seventy two hours) confirmed in writing. If the Insurant for valid reasons was not able to perform these actions, he/she shall confirm this by providing supporting documents;

4) provide the Insurer with all the documents necessary for receiving the insurance payment;

5) provide information necessary for entering into an insurance contract (losses history, documents identifying the Insurant and confirming his/her authority as a legal adviser);

6) provide documentation of the insured event, including documents confirming the payment for the services of a legal adviser.

18. The Insurer shall also have other rights and obligations provided for by the legislative acts of the Republic of Kazakhstan and this Contract.

19. The Insurant shall have other rights and obligations provided for by the legislative acts of the Republic of Kazakhstan and this Contract.

Chapter 7. Grounds for exemption of the Insurer from making insurance payments

20. The Insurer shall be entitled to fully or partially refuse the insurance payment if the insured event occurred as a result of:

1) intentional actions of the Insurant, the Insured Person and (or) the Beneficiary, aimed at the occurrence of the insured event or contributing to its occurrence, with the exception of actions performed in the state of necessary defense and (or) extreme necessity;

2) the actions of the Insurant, the Insured Person and (or) the Beneficiary, recognized in the manner prescribed by the legislative acts of the Republic of Kazakhstan as intentional criminal or administrative offenses that are in a causal relationship with the insured event;

3) actions of third parties aimed at the occurrence of an insured event or contributing to its occurrence;

4) actions of third parties recognized in the manner prescribed by the legislative acts of the Republic of Kazakhstan, intentional criminal or administrative offenses that are in a causal relationship with the insured event;

21. The following may also be grounds for the Insurer's refusal to pay the insurance premium:

1) the Insurant informs the Insurer of knowingly false information about the insurance object, insurance risk, insurance case and its consequences;

2) the deliberate failure of the Insurant to take measures to reduce losses from the insured event;

3) the Insurant hinders the Insurer in investigating the circumstances of the insured event and in determining the amount of harm caused;

4) failure to notify the Insurer of the occurrence of the insured event;

5) the Insurant's refusal of his/her right of claim against the person responsible for the occurrence of the insured event, as well as the refusal to transfer to the Insurer the documents necessary for the transfer of claims to the Insurer. If the insurance indemnity has already been paid, the Insurer shall have the right to demand its return in full or in part;

6) other cases stipulated by legislative acts.

22. Failure to notify or untimely notification of the Insurer of the occurrence of the insured event entitles it to refuse the insurance payment, unless it is proved that the Insurer promptly learned about the occurrence of the insured event or the Insurer's lack of information about it could not affect its obligation to make the insurance payment.

23. If there are grounds for refusal of the insurance payment, the Insurer shall, within 7 (seven) working days from the date of receipt of the documents, send to the person who submitted the insurance payment application a corresponding decision on the full or partial refusal of the insurance payment in writing with a justified reasons for failure.

Chapter 8. Force Majeure

24. Parties shall be exempt from the liability for partial or complete non-fulfillment of obligations under this Contract if proper execution is impossible due to force majeure, including natural disasters, military actions, effects of a nuclear explosion, strikes, civil unrest, as well as prohibitive measures provided for in legal acts state bodies of the Republic of Kazakhstan, if these circumstances directly affect the fulfillment by the Parties of their obligations mentioned hereunder.

25. The Party for which it became impossible to fulfill obligations under this Contract due to force majeure shall be obliged to notify the other Party in writing no later than 5 (five) working days from the moment of their occurrence and to provide relevant evidence.

26. The effect of force majeure shall be supported by the relevant documents of the competent state bodies and organizations or through official state media.

27. Inadequate notification shall deprive the Party of the right to refer to any of the above circumstances as a basis for exemption from liability for failure to fulfill or improper performance of obligations under this Contract.

28. If the force majeure circumstances continue for more than one month, any of the Parties shall have the right to terminate this Contract unilaterally.

Chapter 9. Term and place of validity of the insurance contract

29. This Contract shall enter into force and shall become obligatory for the Parties from the date of the payment of the insurance premium by the Insurant and shall be valid until the " _____ " _____ 20____ .

30. The period of validity of insurance protection shall coincide with the term of the Contract.

31. In accordance with this Contract, the venue of the Contract shall be the territory of the Republic of Kazakhstan.

Chapter 10. Amendment and Termination of the Contract

32. All amendments and additions to the Contract shall be legally binding provided they are in writing and signed by the Parties or their authorized representatives.

33. The validity of this Contract shall terminate in the following cases:

1) the expiration of this Contract;

2) the payment of insurance in the event of an insured event specified in Chapter 5 of this Contract, during its term.

34. Termination of this Contract shall not relieve the Insurer from the obligation to make insurance payments to the Beneficiary for insured events recognized in subsequent insurance cases that occurred during the term of this Contract. The insurance payment shall be made by the Insurer who has entered into this Contract, during which the insured event occurred.

35. The contract may be terminated prematurely in cases established by the Civil Code.

Chapter 11. Liabilities of the Parties

36. In case of non-fulfillment or inadequate fulfillment by the Parties of their obligations undertaken under this Contract, the Parties shall bear responsibility established by the legislative acts of the Republic of Kazakhstan.

Chapter 12. Final Provision

37. All disputes arising between the Parties under this Contract shall be resolved through negotiations.

38. Disagreements on which the Parties have not reached an agreement shall be resolved in court in accordance with the legislation of the Republic of Kazakhstan.

Chapter 13. Details of the parties

"INSURER"

Name: _____

Address: _____

Business identification number

Individual identification code

Bank identification code

Type of economic activity

Sector code _____

Contact phone number _____

(signature, surname, initials)

"INSURANT"

Surname, name, patronymic (if any):

Address: _____

Individual identification number

Contact phone number _____

Number and date of issuance of an identification document _____

(signature, surname, initials)

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