

VOLUNTARY BAGGAGE INSURANCE AGREEMENT

Kyiv,

June 01, 2023

1. GENERAL PROVISIONS

- 1.1. This Offer is an official proposal of the Additional Liability Company "Insurance Company "EKTA"" ("**Insurer**") to conclude a voluntary baggage insurance agreement ("**Agreement**", "**Insurance Agreement**") on the terms set out in this Offer.
- 1.2. This Agreement is concluded on the basis of the Insurer's license to engage in economic activities related to the provision of financial services (except professional activities in the securities market), Insurance Rules, and in compliance with the requirements of the Laws of Ukraine "On Insurance", "On Electronic Documents and Electronic Document Management", "On Electronic Digital Signature", and "On Electronic Commerce".
- 1.3. The parties to the Agreement are:
 - 1.3.1. **Insurer** - ALC "IC "EKTA", Location: 03150, Kyiv city, 5 Dilova Street, building 2, letter B1; identification number 42509958; account UA 53 300119 00000 26502075502001 in JSC "Bank Alliance", MFO 300119, phone: 0-800-305-222; website: <https://ekta.insure/>; email: info@ic-ekta.com.
 - 1.3.2. **Insured** - a capable individual, both resident and non-resident of Ukraine, who has concluded an insurance contract with the Insurer.
 - 1.3.3. **Insured person** - an individual aged from 2 months (as of the date of conclusion of the Agreement), whose surname, name and patronymic and date of birth are indicated in the Electronic policy and on whose behalf the Insurance contract is concluded, and who may acquire the rights and obligations of the Insured in accordance with the Insurance contract.
- 1.4. The subject of insurance is the property interests of the Insured (Insured person) not conflicting with the current legislation of Ukraine, related to the need to pay insurance compensation to the Insured/Insured person in connection with the occurrence of an insurance event with the baggage of the Insured/Insured person.
- 1.5. The Insured may conclude a Baggage insurance agreement for one or several flights.
- 1.6. The Agreement consists of two parts: this Offer and the Electronic Policy, which confirms the fact of conclusion of the Agreement.
- 1.7. This Agreement is presented in Ukrainian and translated into English, if the website language is not Ukrainian. In case of discrepancies, the version of the Agreement presented in Ukrainian and available at the https://ekta.insure/wp-content/uploads/documents/dogovir_dobrovilnogo_strakhuvannia_bagazhy_UA_01.06.23.pdf is preferred.

2. PROCEDURE FOR ENTERING INTO AN AGREEMENT

- 2.1. To conclude the Agreement electronically, the Insured must access the Insurer's website independently or through an Insurance agent prior to the departure of the flight, fill out an application indicating their personal information, mobile phone number, email address, and other

- necessary information to conclude the Agreement, and also read and agree with the terms of this Offer and information about the financial service.
- 2.2. The Agreement is concluded by the Insured joining the agreement placed on the official website of the Insurer by following the https://ekta.insure/wp-content/uploads/documents/dogovir_dobrovilnogo_strakhuvannia_bagazhy_EN_01.06.23.pdf.
 - 2.3. The Insured filling out their personal information and paying the insurance premium confirms their acceptance of the Agreement's terms and is considered acceptance in the meaning of Article 642 of the Civil Code of Ukraine.
 - 2.4. Depending on the terms selected by the Insured and the data provided by them, after the payment of the insurance premium, an Electronic policy ("**Electronic policy**," "**Policy**") is issued. The Electronic policy confirms the conclusion of the insurance agreement and contains a unique number matching the insurance agreement number, the date of conclusion, the term of the insurance agreement, and other individual terms of the insurance agreement.
 - 2.5. The parties agreed that the Insurer provides the Policy to the Insured in the English language. Upon request of the Insured/Insured person, the Insurer sends the Policy in the Ukrainian language to the email address provided by the Insured within 2 working days.
 - 2.6. The Parties have agreed that the Agreement may be concluded:
 - 2.6.1. By the Insured signing the Agreement using a one-time identifier (entering a password sent by the Insurer to the Insured's mobile device). To sign the Agreement/Electronic Policy with a one-time identifier, the Insured will receive such a one-time identifier on the mobile phone number provided by the Insured. Before signing the Electronic Policy, the Insured is obliged to check the data entered by him/her, the selected insurance terms and confirm their accuracy. To sign the Electronic Policy with a one-time identifier, the Insured enters the received one-time identifier in the specially provided place on the Internet webpage and confirms its entry.

or
 - 2.6.2. If the Insurance Company's website does not have an option to sign the Agreement using a one-time identifier, the Insured may sign the Agreement by performing actions indicated on the Insurance Company's website (including, but not limited to, filling out a form with identification data, agreeing to the terms of this Agreement and making a payment). Regardless of all the above, the payment of insurance premiums by the Insurer is considered proper confirmation of the Insured's signature on this Agreement."
 - 2.7. The agreement is considered signed by the authorized representative of the Insurer by affixing a signature and stamp on this Offer. When concluding an insurance contract, the Insurer may use the facsimile reproduction of the signature of the person authorized to sign such contracts, as well as the reproduction of the stamp imprint by technical printing devices.
 - 2.8. The Policy is sent to the Policyholder at the email address specified by the Policyholder during the application process. The Parties agreed that such actions constitute proper delivery of the insurance contract to the Policyholder.
 - 2.9. The Parties undertake to reproduce the Contract (Electronic Policy) on paper if necessary. At the written request of one Party, the Contract is produced in writing within 5 (five) working days from the date of receipt of such a request and must be signed and stamped. When reproducing the Contract on paper, the Insurer may use the facsimile reproduction of the signature of the person authorized to sign such contracts, as well as the reproduction of the stamp imprint by technical printing devices.

- 2.10. The Policyholder has the option to refuse to conclude the insurance contract at any time before accepting this Offer.
- 2.11. The Contract is considered concluded from the moment after the Policyholder pays the insurance fee (premium) and the insurance payment is received by the Insurer or Insurance Agent. The Insurer is not responsible for any damage or losses incurred by any person as a result of a misunderstanding / incorrect understanding of the terms of this Agreement. If the Policyholder does not understand or not fully understand the terms of this Agreement, he/she may contact the Insurer for clarification prior to accepting and paying insurance fees.
- 2.12. By accepting the offer, the Insured confirms that:
- 2.12.1. Having acquainted myself with the Rules and the Agreement, I fully understand the content of their provisions and have received all necessary explanations from the Insurer;
 - 2.12.2. I understand the meaning of my actions and I am not under the influence of mistake, deception, violence, threats, etc.;
 - 2.12.3. I give my consent and right to the Insurer, indefinitely and in accordance with the law, to receive, collect, process, register, accumulate, store, modify, renew, use and distribute (distribute, transmit, including cross-border transfer) information that, in accordance with the requirements of the law, constitutes the personal data of the Insured (including personal data relating to health) in order to comply with the requirements of the law, this Agreement and other agreements, including reinsurance, exercise of rights granted to the Insurer by law or contract, ensure the implementation of tax relations, relations in the field of accounting, audit, financial services and assistance, advertising, marketing and actuarial research, assessment of service quality. The use and distribution of information that constitutes personal data of the Insured is carried out exclusively within the necessary limits to ensure the implementation by the Insurer of the terms of this Agreement and/or protection of its interests. The Insurer is released from the obligation to send a written message to the address of the Insured about the rights, purpose of the data collection and persons to whom the personal data of the Insured are transmitted;
 - 2.12.4. I consent to receiving informational SMS messages and messages to the email address provided during the conclusion of the Agreement from the Insurer;
 - 2.12.5. I confirm that before concluding this Agreement, the information provided for in Article 12 of the Law of Ukraine "On Financial Services and State Regulation of Financial Services Markets" has been brought to my attention, the content of which is clear to me. The provided information is available on the Insurer's website on the Internet at <https://ekta.insure/>;
 - 2.12.6. I give my consent to the Insurer to record and document information received from the Insured (including telephone conversations), which were made for the purpose of recording messages about an event that has signs of an insurance case.

3. DEFINITIONS

- 3.1. **Assistance (Assisting Company)** – a legal entity acting on behalf of and at the request of the Insurer, providing service organization in the event of an insurance case for the Insured.
- 3.2. **Baggage** – items that are handed over to an airline carrier for transportation as checked baggage, information about which is entered into the World Tracer Luggage system and confirmed by a baggage identification tag.
- 3.3. **Insurance contract** – a written agreement between the Insured and the Insurer according to which the Insurer undertakes to pay insurance compensation to the Insured or to another person specified

in the insurance contract (provide assistance, perform a service, etc.) in the event of occurrence of an insurance case, and the Insured undertakes to pay insurance premiums within specified terms and to comply with other conditions of the contract.

- 3.4. **Ticket, Travel ticket** – a document issued by the Carrier, which gives the passenger specified in the ticket the right to fly on the respective flight(s) and obliges the airline carrier to transport the passenger and their baggage and provide other services in accordance with the air transportation contract purchased by the Purchaser at the Ticket sales point or directly from the Carrier.
- 3.5. **Country of permanent residence** - the country under the jurisdiction of which the place of permanent residence of a natural person is located or the country of which a natural person is a citizen.
- 3.6. **Ticket sales point** – the Carrier's website, or any other internet resource, or a tourist ticket sales desk (a department selling travel tickets) or any person engaging in air transportation sales activity on behalf of the airline carrier or general agent under a contract. The term may be used in singular and/or plural.
- 3.7. **Insurance program** – a list of services that will be organized and/or paid by the Insurer to the Insured in the event of an insurance case (the Insurance program for each Insured person is defined in the Electronic policy).
- 3.8. **Insurance payment** – a sum of money paid by the Insurer in accordance with the conditions of the insurance contract in the event of an insurance case.
- 3.9. **Insurance amount** – a sum of money within which the Insurer is obliged to make a payment in the event of an insurance case in accordance with the conditions of the insurance. For individual insurance cases specified in this Agreement, corresponding insurance amount limits (liabilities limits) are established, within which insurance payments/compensation payments are made. The Insurer's liability limit for each insurance case is displayed on the Insurer's website after selecting the insurance program and is indicated in the policy. The amount and currency of the insurance amount are indicated in the policy.
- 3.10. **Insurance case** – an event envisaged by the insurance contract which has occurred and which creates an obligation for the Insurer to make a payment of the insurance amount (insurance compensation) to the Insured, the Insured person or another third party.
- 3.11. **Insurance payment (insurance contribution, insurance premium)** - payment for insurance that the Insured is obliged to make in accordance with the Agreement. The Insurer has the right to apply surcharges or discounts to insurance payments.
- 3.12. **Insurance risk** - a certain event for which insurance is carried out and which has features of probability and randomness of occurrence.
- 3.13. **Insurance rate** - the rate of insurance contribution per unit of insurance amount for a specified period of insurance.
- 3.14. **Deductible** - a portion of losses that is not reimbursed by the Insurer in accordance with the Agreement. For certain types of insurance services, the size of the deductible is indicated in the Agreement or Policy. The deductible is specified as a specific amount or percentage of the insurance

amount. If the insurance case involves the application of several types of deductibles, they are applied as a deductible amount.

- 3.15. All terms that are not defined in the Insurance Agreement are used in the meaning as provided by the Law of Ukraine "On Insurance".

4. TIME AND PLACE OF CONTRACT, PROCEDURE FOR CHANGES AND TERMINATION OF THE CONTRACT

- 4.1. The agreement comes into effect from the moment the insurance payment is made by the policyholder and received by the insurer's or insurance agent's bank account.
- 4.2. The agreement is valid for 24 (twenty-four) hours from the arrival of the last flight specified by the policyholder when concluding the agreement (according to the date and time indicated on the Ticket).
- 4.3. In case of delay or cancellation of the last flight, the term of the agreement is extended for 24 hours after the arrival of the flight on which the policyholder/insured person was transported to the destination indicated on the Ticket. In this case, the policyholder/insured person is obliged to prove the fact of the delay/cancellation of the flight.
- 4.4. In case the term of the agreement expires, the insurer is considered to have fulfilled its obligations to the insured person, and the agreement is terminated due to the parties fulfilling their obligations.
- 4.5. The area of operation is noted in Polissya as a separate country or one of the geographic zones.
- 4.5.1. **"Europe"**: Austria, Azerbaijan, Albania, Algeria, Andorra, Belgium, Bulgaria, Bosnia and Herzegovina, Vatican, Great Britain, Armenia, Hungary, Greece, Germany, Denmark, Egypt, Israel, Ireland, Spain, Italy, Iceland, Kazakhstan, Kyrgyzstan, Liechtenstein, Luxembourg, Latvia, Lithuania, Malta, Monaco, Moldova, Netherlands, Norway, Poland, Portugal, Romania, North Macedonia, Slovakia, San Marino, Serbia, Slovenia, Tajikistan, Tunisia, Turkey, Uzbekistan, Ukraine, France, Finland, Croatia, Montenegro, Czech Republic, Switzerland, Sweden, Estonia.
- 4.5.2. **"Worldwide"**: all countries of the world, except those specified in paragraph 4.6.
- 4.6. The exceptions from the territory of the Agreement are:
- 4.6.1. Separate zones (administrative-territorial units) of the countries specified in clause 4.5 of the Agreement, in the territory of which military actions take place during the occurrence of an insurance event;
- 4.6.2. Territories of populated areas that are not under effective control of the authorities of Ukraine, territories of military or armed conflict or any locality that is controlled by terrorists, illegal armed formations, the armed forces of the Russian Federation, territories of populated areas where the authorities of Ukraine temporarily do not exercise their powers (the Autonomous Republic of Crimea and the city of Sevastopol);
- 4.6.3. The operation of insurance protection and obligations regarding payment of claims or services provided under this agreement are possible to the extent and for the duration that it does not contradict economic, trade or financial sanctions or embargoes imposed by the European Union or Ukraine, which are directly applicable to the parties to the agreement. This also applies to economic, trade and financial sanctions or embargoes imposed by the United States of America with respect to the Russian Federation, the Republic of Belarus, the Islamic Republic of Iran, North Korea, Cuba, and Syria to the extent that they do not contradict European and Ukrainian legislation;
- 4.6.4. The territory of the Russian Federation, the Republic of Belarus.

- 4.7. The premature termination of the Agreement and the loss of validity occurs with the consent of the parties, as well as in the event of:
- 4.7.1. expiration of the term of the Contract specified in the Policy;
 - 4.7.2. fulfillment by the Insurer of their obligations to the Insured person in full;
 - 4.7.3. death of the Insured person – physical person or loss of their legal capacity, except for cases provided for in Articles 22, 23 and 24 of the Law of Ukraine "On Insurance";
 - 4.7.4. liquidation of the Insurer in accordance with the legislation of Ukraine;
 - 4.7.5. a court decision on invalidation of the insurance contract is issued;
 - 4.7.6. in other cases provided for by the current legislation of Ukraine.
- 4.8. In case of early termination of the insurance agreement at the request of the Insurer with the consent of the parties, the Insurer returns to the Insured the insurance payments for the remaining period until the end of the contract. The amount to be returned is calculated as the difference between the insurance premium for the contract that is terminating and the value of the contract for the period from the date of the contract's conclusion to the termination date. The amount refunded is reduced by customary expenses for maintaining the case in the amount of 40%, the actual payments of insurance sums and insurance compensation made under this Insurance Agreement (but not exceeding the limits set by the Insurance Rules).
- 4.9. If the Insured's demand is due to the Insurer's breach of the terms of the Insurance Agreement, then the Insurer returns the Insured's paid insurance premiums in full.
- 4.10. In case of early termination of the insurance agreement at the request of the Insurer with the consent of the parties, the Insurer returns the Insured's paid insurance premiums in full. If the Insurer's demand is due to the non-fulfillment of the terms of the Insurance Agreement by the Insured, then the Insurer returns to him the insurance premiums for the remaining period until the end of the contract. The amount to be returned is calculated as the difference between the insurance premium for the contract being terminated and the value of the contract for the period from the date of the contract's conclusion to the termination date. The amount refunded is reduced by customary expenses for maintaining the case in the amount of 40%, actual payments of insurance sums and insurance compensation made under this Insurance Agreement, but not exceeding the limits set by the Insurance Rules.
- 4.11. Changes to the Agreement may be made with the consent of the parties by signing an additional agreement to the Agreement. Changes may be made before the start of the Agreement.
- 5. INSURANCE AMOUNT, INSURANCE TARIFF, INSURANCE PAYMENT AND DEADLINE FOR PAYMENT, DEDUCTIBLE.**
- 5.1. The insurance payment (premium) is paid by the Insurer to the account of the Insurance Company or Insurance Agent if the Insurer expresses a desire to join this Agreement. The amount of the insurance payment is displayed on the Insurance Company's website and depends on the Insurer's choice of insurance program, the number of flights, and additional options if available.
- 5.2. Before entering into the agreement on the Insurance Company's website, the Insurer chooses an insurance program under which the Agreement is concluded. After selecting the insurance program, the Insurance Company's website displays the amount of insurance coverage and the limit of liability for each insurance case within the duration of the Agreement.

- 5.3. The parties have agreed that the size of the insurance rate, insurance coverage, limit of liability of the Insurance Company for each insurance case, franchise, and duration of the policy are specified in the Policy.
- 5.4. If the paid insurance compensation is less than the insurance coverage amount specified in the insurance program in the event of an insurance case, then after the payment, the insurance agreement remains in force, and the insurance coverage amount is reduced by the amount of the insurance compensation paid.

6. INSURANCE CASES

- 6.1. The following cases are recognized as insurance cases:
 - 6.1.1. If the Insured/Insured Person did not receive their baggage upon arrival at the destination airport and within 24 hours of reporting it to the Insurer in accordance with Clause 8.2 of this Agreement, the World Tracer system will indicate that the baggage has not been found.
 - 6.1.2. If the baggage has not been found within 21 days from the date it was supposed to arrive and there is no information about it in the World Tracer system.

7. EXCEPTIONS FROM INSURANCE CLAIMS AND REASONS FOR DENIAL OF INSURANCE COMPENSATION PAYMENT.

- 7.1. The grounds for the insurer's refusal to make an insurance payment are the following circumstances:
 - 7.1.1. Conclusion of the contract by the Insured after the departure time specified in the ticket;
 - 7.1.2. if within 24 (twenty-four) hours after notification by the Insurer/Insured Person to the Insurance Company of the loss of baggage, the World Tracer baggage tracking system indicates that the baggage has been found;
 - 7.1.3. if the baggage is found within 21 calendar days from the date of loss of baggage - regarding the payment of insurance compensation provided for in clause 9.4 of the contract;
 - 7.1.4. non-performance by the Insurer/Insured Person of the actions provided for in section 8 of this Contract;
 - 7.1.5. violation by the Insurer/Insured Person of the rules for transporting baggage;
 - 7.1.6. loss of baggage as a result of its transfer not to the Carrier, but to a third party not authorized to receive and/or store it;
 - 7.1.7. intentional actions or inaction of the Insurer (Insured Person) aimed at the occurrence of an insurance event;
 - 7.1.8. transportation in baggage of items that according to the carrier's rules should not or are not recommended to be included in registered baggage;
 - 7.1.9. the influence of normal temperature, normal atmospheric moisture, natural characteristics of baggage (normal wear and tear of baggage) and extreme discrepancies in determining the net weight, corrosion, rot, natural wear and tear, internal damage, losses, rust, mold, etc.;
 - 7.1.10. the influence of internal properties or defects of baggage;
 - 7.1.11. unlawful actions of third parties not confirmed by law enforcement agencies;
 - 7.1.12. damage to baggage by worms, rodents, insects;
 - 7.1.13. transportation of baggage by carriers not licensed/authorized to carry it;
 - 7.1.14. confiscation of baggage by customs authorities or other representatives of official authorities;
 - 7.1.15. submission by the Insurer, Insured Person or person to whom insurance compensation is to be paid, of knowingly false information about baggage, its location or the fact of the occurrence of an insurance event and the amount of expenses;
 - 7.1.16. creating obstacles to the Insurer in determining the circumstances, nature and size of losses;
 - 7.1.17. untimely notification by the Insurer of the occurrence of an insurance event without valid reasons, untimely provision of documents provided by the Insurer for making a decision on payment of insurance compensation or requested by the Insurer;

- 7.1.18. provision of documents by the Insured to the Insurer not in full with subsequent failure to comply with its requirements to provide a complete set of documents;
 - 7.1.19. non-performance by the Insurer (Insured Person) of its obligations under the Contract;
 - 7.1.20. failure to comply with the instructions of the Insurer/Assistance in the process of settling the insurance event/occurrence of an insurance event;
 - 7.1.21. receipt by the Insurer (Insured Person) of full reimbursement of losses from the person responsible for their infliction;
 - 7.1.22. presence by the Insurer/Insured Person under the influence of alcohol, drugs or other intoxication on the date of the occurrence of the insurance event;
 - 7.1.23. the commission by the Insurer, Insured Person or Beneficiary of intentional criminal offenses that led to the insurance event;
 - 7.1.24. if the Insurer/Insured Person is a citizen of an aggressor state, terrorist state according to the local legislation of the Insurer. In this case, the Insurer returns to the Insurer the insurance payments made by him, taking into account the normative costs of conducting the case in the amount of 40%;
 - 7.1.25. other cases provided by current legislation of Ukraine and insurance rules.
- 7.2. Events that occurred as a result are not recognized as insurance cases:
- 7.2.1. Civil unrest, strikes or state of emergency, ionizing radiation; use of nuclear, chemical, or biological weapons;
 - 7.2.2. Committing suicide or attempting suicide by the insured person (except in cases where the insured person was brought to such a state by unlawful acts of third parties, which must be proven by the Insurer or the insured person);
 - 7.2.3. The insured person carrying out or attempting to carry out unlawful acts that are directly causally related to the insured event, as determined by competent authorities;
 - 7.2.4. Non-compliance by the Insurer with official recommendations of the Ministry of Foreign Affairs of Ukraine, tel.: +38 044 238 16 57, website: [www.http://mfa.gov.ua/](http://mfa.gov.ua/), and the Insurer regarding travel to areas of military conflict, terrorist attacks, natural disasters, epidemics or pandemics, except in cases where such trips are provided for in the insurance terms, which are in writing and attached to the policy;
 - 7.2.5. Travel by the Insurer or other person designated in the insurance policy by the Insurer to a country or location designated by the Insurer as a war zone, except in cases where such trips are provided for in the insurance terms, which are in writing and attached to the policy.
 - 7.2.6. Active participation in war (declared or undeclared), civil war, armed or military actions, service in the armed forces and military formations;
 - 7.2.7. Exposing the insured person to unjustified risk, conscious danger (except for saving lives);
 - 7.2.8. Accidents during movement not along a tourist route in mountains, at sea, in jungles or other remote areas, as well as in case of prohibitions by local authorities on movement in the mountains, at sea, etc.
 - 7.2.9. Participation in pairs, crimes or fights (except in cases of self-defense).
- 8. Actions of the insured person in case of an insurance event**
- 8.1. After discovering a loss of baggage, without leaving the airport area, the Insured Person is obliged to contact the search service for baggage ("Lost and Found") and record the loss of baggage by completing a Property Irregularity Report (PIR) or a Damage Baggage Report (DBR).
 - 8.2. In the event of a case that has insurance characteristics, the Insured Person is obliged to immediately, but no later than 24 hours from the moment of the occurrence of the case that has insurance characteristics, inform the Insurer about the case using the chatbot in the Telegram application at the link https://t.me//ic_ekta_bot and provide the following information:

- 8.2.1. Last name and first name of Insured person;
 - 8.2.2. Contact phone number;
 - 8.2.3. Insurance Contract number;
 - 8.2.4. Date of purchase and Ticket number for the Baggage being transported;
 - 8.2.5. Photo or scan of the Boarding Pass;
 - 8.2.6. Photo or scan of the Baggage Identification Tag;
 - 8.2.7. Photo or scan of PIR or DBR report;
 - 8.2.8. Photo or scan of personal identification document (passport, passport for traveling abroad, ID card, driver's license);
 - 8.2.9. Program number for tracing baggage in World Tracer;
 - 8.2.10. Personal account banking details;
 - 8.2.11. Any other information or documents demanded by the Insurer within 5 days from the date of request. The demand of Insurer is considered received on the day of sending a letter by email or receiving a registered letter.
- 8.3. In case of failure to inform the Insurer in due time about the occurrence of an event that meets the insurance criteria, without valid reasons, or failure to provide the necessary documents within the prescribed timeframe to make a decision regarding the payment of insurance compensation, the Insurer denies the payment/computation of the insurance compensation. The recognition of valid reasons is at the discretion of the Insurer.
- 8.4. The Insured/Policyholder may contact the Insurer for information and consultations:
- 8.4.1. for issues related to insurance events and receiving insurance payments/reimbursements;
 - 8.4.2. for obtaining any other consultations regarding insurance;
 - 8.4.3. as well as for other questions related to the concluded insurance contract, please call the phone number specified in the Policy.
- 9. CONDITIONS FOR PAYMENT OF INSURANCE COMPENSATION**
- 9.1. Payment of insurance compensation is made within the insurance amount specified in the Policy.
- 9.2. After the Insurer/Insured Person informs about the occurrence of an event that has signs of insurance, the Insurer initiates a verification of the information provided by the Insurer/Insured Person.
- 9.3. The verification of information by the Insurer includes sending a request to the World Tracer baggage tracking system. If within 24 hours from the moment the Insurer/Insured Person contacts the Insurer in accordance with clause 8.2 of this Agreement, the World Tracer baggage tracking system indicates that the baggage was not found, the Insurer makes a decision on payment of insurance compensation in the following amounts:
- 9.3.1. In case of concluding an insurance contract under the insurance program "BASIC" - 100 euros;
 - 9.3.2. In case of concluding an insurance contract under the "STANDARD" program - 250 euros;
 - 9.3.3. In case of concluding an insurance contract under the "PREMIUM" program - 600 euros.
- 9.4. If the baggage is not found within 21 days from the moment the Insured/Claimant contacted the Insurer in accordance with clause 8.2 of this Agreement, confirmed by the World Tracer baggage tracking system, the Insurer decides to pay insurance compensation in the following amounts:
- 9.4.1. In case of conclusion of an insurance contract under the insurance program "BASIC" - 100 euros;
 - 9.4.2. In case of conclusion of an insurance contract under the program "STANDARD" - 250 euros;

- 9.4.3. In case of conclusion of an insurance contract under the program "PREMIUM" - 600 euros;
- 9.5. If the baggage is found within 21 days from the moment of the Insured/Insured Person's claim to the Insurer, in the manner provided for in clause 8.2 of this Agreement, confirmed by the World Tracer baggage tracking system, the Insurer provides the Insured Person with information on the whereabouts of the baggage at the point of delivery, in accordance with the PIR-act of the Customer in the Telegram messenger https://t.me/ic_ekta_bot.
- 9.6. After the Insurer has taken the actions provided for in clauses 9.3-9.5 of this Agreement, the Insurer shall be considered to have fully performed its obligations to the Insured/Insured Person.
- 9.7. Payment shall be made directly to the Insured/Insured Person based on the documents confirming the loss of baggage.
- 9.8. Documents shall be provided to the Insurer in Ukrainian or English. If the documents are drawn up in any other language, the Insured/Insured Person shall attach their notarized translation in Ukrainian to the documents.
- 9.9. All documents submitted to the Insurer must be legibly written or printed on forms and have the signatures of officials with appropriate stamps, as well as the name, address, and contact telephone number of the institution (individual) issuing them. All documents, information, and evidence shall be provided to the Insurer free of charge.
- 9.10. The Insurer has the right to apply to law enforcement agencies or other organizations and institutions to which the Insured/Insured Person applied regarding the loss of baggage for additional documents/explanations.
- 9.11. The decision to pay insurance compensation or refusal to pay shall be made by the Insurer:
- 9.11.1. Within 24 hours from the moment of the Policyholder/Insured Person's request to the Insurer in the manner provided for in clause 8.2 of the Agreement, in the event of the occurrence of the insurance event provided for in clause 6.1.1 of the Agreement;
- 9.11.2. Within 24 hours after the expiration of 21 days from the moment of notification of loss of Luggage to the Insurer in the manner provided for in clause 8.2 of the Agreement in the event of the occurrence of the insurance event provided for in clause 6.1.2 of the Agreement.
- 9.12. In the event of a decision to make an insurance payout, the Insurer initiates the payout within 24 hours after the Insured party's request to the Insurer in accordance with section 8.2 of this Agreement, in the event of an insurance incident under section 6.1.1 of this Agreement. In the event of an insurance incident under section 6.1.2 of this Agreement, the Insurer initiates the payout within 5 (five) banking days after making the decision to make an insurance payout or compensation.
- 9.13. If there are grounds to doubt the reasonableness (legitimacy) of the insurance payout, the Insurer may defer the decision to make the payout until receiving confirmation or refutation of these reasons, for a period not exceeding 45 (forty-five) working days.
- 9.14. The Insurer notifies the Insured party in writing within 5 (five) working days after making a decision to refuse to make an insurance payout or a decision to defer the payout, with an explanation of the motivation for the decision or justification for the refusal.
- 9.15. The insurance payout is made by the Insurer in a non-cash form or in another manner not prohibited by the current legislation of Ukraine at the discretion of the Insurer. The insurance payout to the

Insured party for services provided abroad is made in the national currency at the rate of the National Bank of Ukraine on the date of expenditure.

- 9.16. The insurance amount for each type of insurance is reduced by the amount of the insurance payout made by the Insurer. The total amount of insurance payouts cannot exceed the insurance amount specified in the Agreement for each type of insurance separately.

10. RIGHTS AND OBLIGATIONS OF PARTIES, LIABILITY FOR IMPROPER PERFORMANCE OF OBLIGATIONS.

10.1. Obligations of the insurer:

- 10.1.1. To inform the Insured about the terms of the Agreement and Rules (such information may be provided by posting the Agreement and Rules on the Insurer's website and providing a link to them in this Agreement);
- 10.1.2. Within 24 hours, as soon as knowledge of the occurrence of an insurance case becomes known, to take measures to prepare all necessary documents for timely payment of insurance compensation;
- 10.1.3. In case of occurrence of an insurance case, make payment of insurance compensation within the time specified in this Agreement;
- 10.1.4. Not to disclose information about the Insured, except in cases provided by applicable law of Ukraine.

10.2. The insurer has the right:

- 10.2.1. Verify the information provided by the Insured for the conclusion of the Agreement;
- 10.2.2. Submit inquiries to competent authorities concerning information necessary to clarify the circumstances of the insurance case;
- 10.2.3. Demand early termination of the Agreement in case of breach of conditions by the Insured;
- 10.2.4. Conduct an independent examination of the circumstances of the insurance case;
- 10.2.5. Record telephone conversations related to insurance cases using technical means;
- 10.2.6. Refuse to pay insurance compensation in cases provided for by the Agreement and the current legislation of Ukraine;
- 10.2.7. Refuse to compensate any indirect losses of the Insured person;
- 10.2.8. Refuse to make insurance payments/compensation in case the Insurance case occurred in the country for which there is a current recommendation of the Ministry of Foreign Affairs of Ukraine to refrain from traveling on the date of crossing the border by the Insured person.

10.3. The insurer (the insured person) is obliged to:

- 10.3.1. Pay insurance payments on time;
- 10.3.2. Familiarize insured individuals with the terms of this Agreement;
- 10.3.3. When entering into the Agreement, provide the Insurer with truthful information about all circumstances known to him that are of significant importance for assessing the insurance risk, and subsequently inform about any change in the insurance risk;
- 10.3.4. Provide the Insurer with information about the location (country of residence) of the Insured or Insured Person (if the contract is entered into for the benefit of another person) on the date of conclusion of the insurance contract.
- 10.3.5. Provide the Insurer with all necessary documents regarding the insurance event to make a decision on the implementation of insurance payment or insurance compensation;
- 10.3.6. When entering into an insurance contract, notify the insurer of other valid insurance contracts for this subject of the contract;
- 10.3.7. Take measures to prevent and reduce losses caused by the occurrence of an insurance event;
- 10.3.8. Follow the instructions of Assistance and/or the Insurer and coordinate with them all actions related to the occurrence of an insurance event;

10.3.9. Provide the Insurer or his representative with the opportunity to clarify the causes and circumstances of the insurance event and verify all documents presented to him. By entering into this Agreement, the Insured Person releases doctors, lawyers from compliance with medical and other secrets when providing information to the Insurer or Assistance regarding the insurance event.

10.4. The insurer (insured person) has the right:

10.4.1. in case of an insurance event, receive insurance compensation in the amount and order established by the conditions of this Agreement;

10.4.2. contact the Insurer for instructions on how to obtain necessary assistance;

10.4.3. in case of a breach of the Agreement conditions by the Insurer, demand early termination of the Agreement;

10.4.4. apply for a duplicate of the insurance contract in case of loss (once during the contractual term) based on a written request from the Policyholder/Insured person for the provision of a duplicate.

10.5. Parties are responsible for non-performance or improper performance of the terms of the Contract in accordance with the current legislation of Ukraine.

10.6. In case of untimely payment of insurance compensation, the Insurer is obliged to pay a penalty to the Insured in the amount of 0.01% of the amount to be paid for each day of delay, but not exceeding 3% (three percent) of the amount of the insurance payment (insurance compensation).

10.7. If the Insurer discovers after making the insurance payment that the insurance compensation was made on the basis of forged documents and / or documents containing inaccurate information provided by the Insured / Insured person when concluding the Contract, the Insurer has the right to recover from the Insured and / or Insured person the amount of such insurance compensation and to contact law enforcement agencies. In this case, the Insured and all Insured persons according to the Policy are jointly responsible to the Insurer. The period during which the Insurer can initiate the recovery of funds is unlimited. The termination of the Contract does not affect the Insurer's right to refer to law enforcement agencies and recover funds.

11. APPLICABLE LAW AND DISPUTE RESOLUTION PROCESS

11.1. In case of disagreements related to this Agreement, the Parties shall make every effort to resolve them through negotiations.

11.2. Disputes that the Parties have been unable to resolve through negotiations shall be settled in the courts of Ukraine in accordance with the current legislation of Ukraine.

11.3. Based on Article 27 of the Civil Procedure Code of Ukraine, the Parties have agreed that claims against the Insurer shall be considered by a court in the city of Kyiv where the Insurer is located.

11.4. The place of territorial jurisdiction is the relevant court in Kyiv where the Insurer is located.

12. UNAVOIDABLE CIRCUMSTANCES (FORCE MAJEURE CIRCUMSTANCES)

12.1. The parties are released from liability for complete or partial non-performance of their obligations under this Agreement if such non-performance is the result of force majeure circumstances that occurred during the term of this Agreement.

- 12.2. For the purposes of this Agreement, the term "force majeure circumstances" refers to extraordinary events or circumstances that could not have been foreseen and/or prevented by the Parties with the means available to them, namely: the threat of war, armed conflict or a serious threat of such conflict, including but not limited to hostile attacks, blockades, military embargoes, actions of a foreign enemy, general military mobilization, military actions, declared and undeclared war, actions of a public enemy, riots, acts of terrorism, sabotage, piracy, disorders, invasion, blockade, revolution, coup, uprising, mass disturbances, curfew, expropriation, forced eviction, seizure of enterprises, requisition, public demonstration, strike, accident, unlawful actions of third parties, epidemic, quarantine, fire, explosion, prolonged interruptions in transport operation, regulated by the conditions of relevant decisions and acts of state authorities, closure of sea straits, embargo, prohibition (restrictions) on export/import, any prohibition or restrictions on monetary transactions by the National Bank of Ukraine, as well as those caused by exceptional weather conditions and natural disasters, namely: severe storms, cyclones, hurricanes, tornadoes, storms, floods, snow accumulation, ice, hail, freezing of the sea, straits, ports, passes, earthquake, lightning, fire, drought, subsidence, and landslides, other natural disasters, etc.
- 12.3. In the event that a party is unable to perform its obligations properly under this Agreement as a result of force majeure circumstances, it shall, within the shortest possible time but not later than 3 (three) working days after having become aware of the impact of such force majeure circumstances and their consequences, notify the other Party in writing of the force majeure circumstances and their impact on the performance of obligations under this Agreement. The posting by the Insurer of a notice regarding the occurrence or termination of force majeure circumstances on its website <https://ekta.insure/> shall be deemed proper notification to the Insured.
- 12.4. In case of failure to provide such notification, the party that failed to perform its obligations shall be liable for all damages caused to the other Party.
- 12.5. After the termination of force majeure circumstances, the party that was unable to perform its obligations properly under this Agreement as a result of such circumstances shall notify the other Party of the termination of the force majeure circumstances.
- 12.6. Evidence of the existence of force majeure circumstances and the period of their duration is provided by the relevant documents issued by the Ukrainian Chamber of Commerce and Industry.
- 12.7. In the event of force majeure circumstances, the parties' performance of their obligations under this Agreement shall be suspended for the duration of such circumstances.
- 12.8. If force majeure circumstances persist for more than 30 (thirty) calendar days, either Party has the right to terminate this Agreement unilaterally, provided that it notifies the other Party in writing no less than 10 (ten) days prior to the termination date.

INSURER

Additional liability company "Insurance company "EKTA"

Location: 03150, Kyiv, Dilova st. 5, building 2, letter V1

Identification code of the legal entity 42509958

Account number UA 53 300119 00900 26502075502001 at SC "Bank Alliance"

Director



