

OPTIONAL INSURANCE POLICY FOR PERSONS TRAVELLING OUTSIDE THE COUNTRY OF THEIR PERMANENT RESIDENCE (ACCESSION)

City of Kyiv 10 August 2020

This Offer is an official offer of the Additional Liability Company "INSURANCE COMPANY "EKTA" (hereinafter referred to as the "Insurer"), which is addressed to individuals with legal capacity in order to conclude the Optional Insurance Policy for Persons Travelling Outside the Country of Their Permanent Residence in electronic form.

The Optional Property and Liability Insurance Policy (Accession) (hereinafter referred to as the "Policy"/"Insurance Policy"), has been concluded on the basis of the Insurer's license to carry out economic activities for the financial services provision (except for professional activities on the securities market) in the part of optional insurance of medical expenses and the Rules for Optional Insurance of Medical Expenses approved by the Order of the National Commission for Regulation of Financial Services No. 521 dated 4 April 2019 (hereinafter - the "Rules") in compliance with the Laws of Ukraine "On Insurance", "On Electronic Documents and Electronic Document Circulation", "On Electronic Digital Signature" and "On Electronic Commerce".

This Policy consists of two parts, the e-Policy and the Offer.

1. PARTIES TO THE POLICY

- **1.1 The Insurer** is the ALC "IC "EKTA", Location: 03150, city of Kyiv, 5, Dilova Str., building 2, Letter B1; code in EDRUOFOPGF 42509958; c/a UA 87 300346 0000026507061932201 in JSC "ALFA-BANK", MFO code 300346, tel.: 0-800-305-122; site: https://ic-ekta.com/; e-mail: info@ic-ekta.com.
- **1.2 The Insuree** is a capable individual, both resident and non-resident of Ukraine, who has acceded to this Policy in accordance with the terms and conditions and provisions of Articles 634, 638 of the Civil Code of Ukraine.
- **1.3. The Insured** is an individual aged from 2 months to 75 years, whose surname, first name and date of birth are indicated in the e-Policy and in favor of which the insurance policy has been concluded and who may acquire the rights and obligations of the Insuree hereunder.

2. GENERAL PROVISIONS, POLICY CONCLUSION PROCEDURE

- **2.1.** The text hereof shall be signed and sealed by the Insurer. This text is an offer within the meaning of part 1 of Article 634 of the Civil Code of Ukraine.
- **2.2.** The Offer shall be made in one copy, the original of which shall be kept by the Insurer, and the text of the Offer shall be made freely available on the Internet at https://ic-ekta.com/. The Offer shall come into force on 10 August 2020 and shall be valid until the date of withdrawal of the Offer by the Insurer.
- **2.3.** Before concluding the Policy, the Insuree shall independently be acquainted with the terms and conditions hereof on the Insurer's website at https://ic-ekta.com/.
- **2.4.** Pursuant to Articles 207, 634, 638, 641, 642, 981, 982 of the Civil Code of Ukraine and Articles 11, 12, 13 of the Law of Ukraine "On Electronic Commerce", this Policy shall be deemed agreed upon and concluded by the Insuree by way of performing actions evidencing their consent to comply with the terms and conditions hereof, including without signing a written copy by the Parties. The unconditional acceptance of the terms and conditions of this Offer, actions of the Insuree evidencing their consent to comply with the terms and conditions hereof and consent to receive insurance services on the conditions established by the Insurer shall be payment of the insurance premium on the terms and conditions hereof to the Insurer's current account, as well as filling in the application (on the basis of which the e-Policy is formed) and signing of the e-Policy with a one-time identifier. Performance of the said actions shall mean acceptance by the Insure of all terms and conditions of this Offer and is the conclusion of the Insurance Policy in the electronic form, which, in accordance with clause 12 of Article 11 of the Law of Ukraine "On Electronic Commerce", shall be equated to a written form.
- **2.5.** In order to conclude the Policy in electronic form, the Insuree shall independently or with the help of an insurance agent enter the Insurer's website, fill in an application by choosing the desired terms and conditions (the Insurance Program), marking the information about themselves, their mobile phone number, e-mail address, other information required to conclude the policy, and be sure to familiarize themselves with the terms and conditions of this Offer, information about the financial service.
- **2.6.** In accordance with the terms and conditions selected and the data specified by the Insuree, after the insurance premium is paid by the Insuree, an e-Policy (acceptance) shall be formed. The acceptance shall be in electronic form under the sample established by the Insurer. The e-Policy shall contain a unique number corresponding to the Insurance Policy number, date of conclusion, term of validity of the Insurance Policy and other individual terms and conditions of the Insurance Policy. To sign the e-Policy with a one-time identifier, the Insuree



shall be sent such a one-time identifier to the mobile phone number specified by the Insuree. Before signing the e-Policy, the Insuree is obliged to check the data entered, the chosen insurance conditions and confirm their authenticity. To sign the e-Policy with the electronic signature of the one-time identifier, the Insuree shall enter the received one-time identifier in a specially designated place on the Internet page and confirm its entry.

- **2.7.** The Parties undertake to reproduce the Policy (the e-Policy) in hard copy if necessary. Upon written request of one Party, the Policy shall be made in writing within 5 (five) working days from the date of receipt of such request and shall be signed and sealed. When reproducing the Policy on paper, the Insurer may use facsimile reproduction of the signature of the person authorized to sign such contracts, as well as reproduction of the seal imprint by technical printing devices.
- **2.8.** Upon acceptance and entry into force of the Insurance Policy, the person shall acquire the status of the Insuree.
- **2.9.** The Policy shall be sent to the Insuree at the specified e-mail address. The Parties have agreed that the performance of such actions shall be considered a proper delivery of the Insurance Policy to the Insuree.
 - **2.10.** By acceptance of the Offer the Insuree confirms:
- their acquaintance with the Rules and the Policy. Acceptance of the terms and conditions of the Insurance Policy shall be complete and unconditional;
- their free will to accept the terms and conditions hereof. Such acceptance shall also testify to the fact that the Insuree understands the meaning of their actions, that all the terms and conditions hereof are clear to them, that the Insuree is not influenced by delusion, deceit, violence, threat, etc.
- gives its consent and the right to the Insurer, at all times, in accordance with the legislation, to obtain, collect, process, register, accumulate, store, change, update, use and distribute (promote, transfer) the information, which, in accordance with the legislation, constitute the personal data of the Insuree, for the following purposes: fulfillment of the requirements of the legislation, the present Policy and other agreements, including reinsurance, exercise of the rights granted to the Insurer by the legislation or the policy, ensuring the realization of the tax relations, relations in the field of accounting, audit, financial services and assistance services, promotion, marketing and actuary research, service quality valuation. The use and dissemination of information constituting the personal data of the Insuree shall be carried out to the extent required to ensure fulfilment of the terms and conditions hereof by the Insurer and/or protection of its interests. The Insurer shall be relieved of the obligation to send to the Insuree a written notice on rights, data collection goal and persons to whom the personal data of the Insuree is transferred;
 - gives the consent to receive from the Insurer the informational SMS messages;
- confirms that prior to the conclusion of the present Policy the Insuree was informed about the information stipulated by Article 12 of the Law of Ukraine "On Financial Services and State Regulation of Financial Services Markets" dated 12 July 2001 No. 2664-III (as amended), content of the said information is clear to them. The provided information is available on the Insurer's website on the Internet, as well as is full and sufficient for a correct understanding of the essence of financial services provided by the Insurer, financial settlements, taxation, mechanisms of the consumers' rights protection by the financial institution, procedure for the disputes resolution, details of the body performing state regulation of financial services markets, as well as details of bodies for the issues of the consumers' rights protection;
- gives its consent to the Insurer to record information received from the Insuree, including telephone conversations, which have been made for the purpose of recording messages about the event having the signs of the insured event.
- **2.11.** The Policy shall be deemed signed by an authorized representative of the Insurer by affixing the signature and seal to this Offer. Upon entry into the Insurance Policy, the Insurer may use facsimile reproduction of the signature of the person authorized to sign such contracts, as well as reproduction of the seal imprint by technical printing devices. The Insurance Policy shall be deemed signed by the Insure by the electronic signature of a one-time identifier (entering the password sent by the Insurer to the Insurer's mobile phone).
 - **2.12.** The Insuree may refuse to sign the Insurance Policy at any time before acceptance of this Offer.

3. TERMS AND DEFINITIONS USED IN THE POLICY

- **3.1. Assisting company** shall mean a legal entity, specialized service, which, acting for and on behalf of the Insurer, coordinates the actions of the Insuree (the Insured) and third parties providing services to the Insuree in the event of an accident or sudden illness or other events provided for in the Insurance Policy during the stay of the Insuree (the Insured) outside the country of his/her permanent residence, or directly ensures the provision of the services prescribed by the Policy to the Insuree (the Insured) during the stay of the Insuree (the Insured) outside the country of his/her permanent residence.
 - **3.2. Family members of the Insured** shall mean husband/wife, children, parents, siblings of the Insured.



- **3.3. Insurance coverage** shall mean an amount of money within which the Insurer is obligated to make payment upon occurrence of the insured event in accordance with the insurance conditions. Appropriate insurance coverage limits (liability limits) shall be established for certain types of insurance and certain insurance services specified herein, within which the insurance payments shall be made. The amounts and currency of the insurance coverage shall be indicated in the Policy.
- **3.4. Franchise (unconditional)** shall mean a part of damage not compensated by the Insurer under the Policy. The amount of the franchise shall be indicated in the Policy for each Insurance Program.
- **3.5. Insurance premium** (insurance fee) shall mean a payment for insurance which the Insuree is obliged to pay under the Policy.
- **3.6. E-Policy** shall mean a part of the Insurance Policy in electronic form, which confirms the insurance protection under the paid Insurance Program. According to the Law of Ukraine "On Electronic Documents and Electronic Document Circulation", a printed e-policy shall have the same effect as the original.
- **3.7.** Country of permanent residence shall mean a country under whose jurisdiction the place of residence of an individual is located or a country of which the individual is a citizen.
- **3.8. Medical expenses** shall mean expenses for outpatient, inpatient treatment and purchase of medicines prescribed by a doctor, the need for which has arisen as a result of an accident or sudden illness.
- **3.9.** Accident shall mean a sudden, accidental, short-term, unforeseeable and independent of the will of the Insured person external event, connected with Active Leisure or illegal actions of third parties, that actually took place during the term of the Policy and resulted in bodily injury, namely: traumatic damage of tissues and organs of the organism with violation of their integrity and functions, deformation or violation of musculoskeletal system caused by external influence (trauma).
- **3.10. Insurance Program** shall mean the list of services, according to the terms and conditions hereof, that will be arranged or paid for to the Insuree upon occurrence of the insured event (the Insurance Program for each Insured is defined in the e-Policy).
- **3.11. Sudden illness** shall mean an acute, sharp deterioration of the Insured's health due to an unexpected illness or acute condition, which threatens the Insured's health and/or life and requires immediate medical care. In this Policy, the threat to the Insured's health and/or life is considered as a condition of the Insured, in which a failure to provide emergency medical care may lead to a significant and lasting impairment of functions of the organism or its separate organ, serious complications due to an acute illness or death of the Insured.
- **3.12. Insurance premium** shall mean a payment for insurance which the Insuree must pay to the Insurer according to the terms and conditions hereof.
- **3.13. Insurance coverage** shall mean an amount of money within which the Insurer is obligated to make payment upon occurrence of the insured event according to the terms and conditions hereof.
- **3.14. Claim report** shall mean a document drawn up by the Insurer, which confirms the fact of occurrence of the insured event and, together with the application of the Insuree (the Insured) for making the insurance payment, it constitutes the basis for making such payment. The Claim Report shall be drawn up on the basis of the documents on the causes and circumstances of the insured event.
- **3.15. Insured event** shall mean an event provided for herein, which has occurred and upon occurrence of which the Insurer's obligation to pay out the insurance payment to the Insuree, the Insured or another third person arises.
- **3.16. Insured risk** shall mean a certain event, in case of which insurance is performed and which has signs of probability and occurrence.
- **3.17. Insurance rate** shall mean a rate of insurance premium per unit of the insurance coverage for a certain insurance period.
- **3.18. Third person** shall mean an individual or legal entity that is not a party hereto but participates in legal relations governed hereby.
- **3.19. Active leisure** shall mean irregular exercise by the Insuree (the Insured) of any kind of sport and physical activities, including: cycling, quad or buggy riding, electronic scooters riding, gyro scooters riding, etc. at a speed of not more than 15 km per hour. Horse riding, camel riding, elephant riding; bungee or rope jumping; hiking; water park, safari; beach football, volleyball; swimming in the pool and open water; fishing, hunting.
- **3.20. Place of permanent residence** shall mean the place of residence in the territory of a state for at least one year of an individual who does not have permanent residence in the territory of other states and intends to reside in the territory of that state for an unlimited period of time, without limiting such residence to a specific purpose, and provided that such residence is not a consequence of the performance by such an individual of official duties or obligations under a contract.
- **3.21. Place of validity of the Policy** shall mean the whole world, except for the Insured's Country of permanent residence.



- **3.22. Outpatient and polyclinic care (medical care in outpatient and polyclinic conditions)** shall mean medical aid to the Insured in conditions when absence of immediate medical intervention may lead to serious violations of body functions, including persistent dysfunction of any organ or threat to the Insured's life. It includes expenses for physician's services, diagnostic tests, medicines and consumables (cotton wool, bandages, syringes, gloves) required for treatment, fixation means (plaster, bandage, etc.).
- **3.23.** Emergency medical services (emergency medical care) shall mean a medical care consisting in implementation by employees of the emergency medical services system of urgent organizational, diagnostic and treatment measures aimed at saving and preserving human life in an emergency condition and minimizing the consequences of such condition on health (according to the Law of Ukraine "On Emergency Medical Care", as amended). It shall be provided to the Insured in conditions when the absence of immediate medical intervention may lead to serious violations of body functions (including persistent dysfunction of any organ) or to a threat to the Insured's life.
- **3.24.** Liability limit (indemnity limit) shall mean the insurance payment limit defined herein for certain types of expenses on insured events.
- **3.25. Coverage period (period of validity of insurance protection)** shall mean a period of time within the validity period hereof during which the Insurer bears obligations under the risks assumed for insurance.
- **3.26. Search and rescue works** shall mean a complex of measures carried out by trained and, upon request, technically equipped specialists in organization of search and rescue works in the zone of natural or mancaused disaster, consequences of difficult weather or geographical conditions with the purpose of evacuation (removal, withdrawal) of the victim (victims, survivors, wounded, etc.) from the place of accident to a safe place, as well as provision of emergency medical care by them.
- **3.27. Hospital** shall mean a medical facility for round-the-clock stay of patients, continuous monitoring and provision of necessary and qualified medical care.
- **3.28.** Insurance protection hereunder is provided in accordance with EU Council Decision 2004/17/EG on Travel Medical Insurance.
- **3.29.** The Insurance Policy shall provide the Insured with an opportunity to obtain without hindrance the necessary medical care and other types of emergency care according to the chosen Insurance Program during their stay outside the Country of permanent residence in case of occurrence of insured events.

4. TRAVEL MEDICAL EXPENSES INSURANCE

- 4.1. The subject of insurance are the Insuree's property interests that do not contradict the current legislation of Ukraine, related to the need to reimburse for medical expenses and/or to organize the provision and payment of medical care, medical or posthumous repatriation of the Insured to the Country of Permanent Residence, or burial abroad, within the scope and the procedure provided for by the Insurance Program, if these events occurred during the period and in the place of validity hereof, and if medical, medical and transport expenses were timely agreed upon with the Insurer and/or Assisting Company of the Insurer abroad, were recognized as reasonable and justified.
- 4.2. The Insured Event according to the conditions of optional insurance of medical expenses is performance by the Insured, Assistance or a Third Party of unforeseen medical and other expenses during the validity period and in the territory of validity hereof, within the limits and in the scope provided for by the Insurance Program.
 - 4.3. **Basic Insurance Program** is the insurance protection in case of:
 - 4.3.1. the Insured's health disorder as a result of infection with COVID 19 (coronavirus), which is laboratory confirmed (polymerase chain reaction (PCR) method)
 - 4.3.2. the Insured's health disorder as a result of ARVI.
 - 4.3.3. the Insured's health disorder as a result of an Accident.
 - 4.3.4. In case of the Insured's health disorder resulting from a disease defined in sub-paragraph 4.3.1. or 4.3.2. hereof, the Basic Program shall include the following list of services:
 - 4.3.5. Compensation for the cost of medicines intended for emergency treatment and consumables (cotton wool, bandages, syringes, gloves) required for treatment, fixation means (plaster, bandage, etc.) or compensation for expenses in case of independent purchase of medicines prescribed by a doctor from a pharmacy;
 - 4.3.6. Compensation for the cost of services related to emergency outpatient polyclinic care in a medical facility:
 - laboratory and instrumental examinations to the extent necessary to establish the diagnosis.
 - specialist consultations, medical staff services.



4.3.7. Compensation for the inpatient care costs, namely: necessary consultations, diagnosis, treatment, emergency surgery, medicines, stay in standard wards.

4.3.8. Compensation for expenses related to the Accident:

The Insurer shall make compensations for the expenses, defined in subparagraphs 4.3.5. - 4.3.7. hereof, which are related to the Accident within the established liability limit of 1000 EUR/USD and sublimit not exceeding 5 (five) days of inpatient treatment or in case of outpatient polyclinic care - not exceeding 5 appointments with specialists.

4.4. **Standard Insurance Program** is the insurance protection in case of:

- 4.4.1. the Insured's health disorder as a result of infection with COVID 19 (coronavirus), which is laboratory confirmed (polymerase chain reaction (PCR) method)
 - 4.4.2. the Insured's health disorder as a result of ARVI.
 - 4.4.3. the Insured's health disorder as a result of an Accident.
 - 4.4.4. receipt of emergency medical services by the Insured.
- 4.4.5. the Standard Program includes the insurance protection of the Basic Program as defined in sub-paragraphs 4.3.1. and 4.3.2. within the established liability limit of 10,000 **EUR/USD** for one insured event and sublimit of no more than 5 (five) days of inpatient treatment or in case of outpatient polyclinic care no more than 5 appointments with specialists, as well as:

4.4.6 Compensation for expenses related to the Accident:

The Insurer shall compensate for the expenses, defined in subparagraphs 4.3.5 - 4.3.7. hereof, which are related to the Accident, within the established liability limit of 15,000 **EUR/USD** and sublimit not exceeding 5 (five) days of inpatient treatment or in case of outpatient polyclinic care - not exceeding 5 appointments with specialist.

4.4.7. Compensation for expenses related to emergency medical care:

- the ambulance team arrival;
- express diagnostics of the Insured's condition.
- provision of medicines within the scope of emergency care.

The Insurer shall compensate for expenses related to the emergency medical care within the established liability limit of 3,000 EUR/USD for one insured event.

4.5. **Premium Insurance Program** is the insurance protection in case of:

- 4.5.1. the Insured's health disorder as a result of infection with COVID 19 (coronavirus), which is laboratory confirmed (polymerase chain reaction (PCR) method);
 - 4.5.2. the Insured's health disorder as a result of ARVI;
 - 4.5.3. the Insured's health disorder as a result of an Accident;
 - 4.5.4. receipt of Emergency Medical Services by the Insured;
- 4.5.5. the Insured's health disorder due to aggravation of chronic diseases requiring urgent treatment;
 - 4.5.6. emergency dental care;
 - 4.5.7. medical transportation of the Insured to the Place of his/her Permanent Residence;
- 4.5.8. transportation of the Insured's body (repatriation) to the Country of the Insured's Permanent Residence;
- 4.5.9. burial of the Insured's body or cremation of the Insured's body in the country where the Insured passed away;
- 4.5.10. organization and payment of expenses for early return of the Insured's children up to the age of 14 (fourteen) to the country of their permanent residence;
 - 4.5.11. emergency obstetrical care up to the 29th week of pregnancy;
 - 4.5.12. the Insured's search operation;
 - 4.5.13. receipt by the Insured of services of the air ambulance;
 - 4.5.14. receipt by the Insured of taxi services when travelling to a hospital;
 - 4.5.15. purchase of tickets in case if the Insured was in a hospital and could not get on the flight.
- 4.5.16. Premium Program includes the insurance protection of the Standard Program provided by sub-clauses 4.5.1.- 4.5.3. hereof, within the established liability limits of the Standard Program, as well as:

4.5.17. Compensation for expenses related to emergency treatment of acute chronic diseases:

The Insurer shall compensate for expenses, specified in sub-paragraphs 4.3.5 - 4.3.7. hereof, which are related to emergency treatment of acute chronic diseases, within the established liability limit of 5000 **EUR/USD** and sublimit not exceeding 5 (five) days of inpatient treatment or in case of outpatient polyclinic care - not exceeding 5 visits by specialists.

4.5.18. Compensation for emergency dental care, namely:



- dental examination;
- x-ray examination;
- removal or filling of teeth with temporary fillings, caused by acute inflammation of the soft tissue of a tooth and/or adjacent tissue or jaw injury caused by an accident.

The Insurer shall compensate for the expenses of emergency dental care within the established liability limit of 500 EUR/USD for one insured event.

4.5.19. Organization (if necessary) and payment of expenses for medical transportation of the Insured to the Place of his/her Permanent Residence, namely:

- Transportation of the Insured from abroad to a medical facility nearest to the place of his/her permanent residence if there are medical indications that medical evacuation is possible. Medical evacuation of the Insured is conducted only in coordination with the Assistance (Insurer). The decision on transportation of the Insured and means of transportation shall be made only by physicians authorized by the Assistance (Insurer) after consultation with attending doctors. The Insurer shall not compensate for the expenses of continuation of the Insured's treatment after the Insured returns to the place of his/her permanent residence from abroad. Depending on the Insured's health condition, the Insured may be transported by: an ambulance car, taxi, train (in a first-class compartment, in a couchette car or a sleeping car), by a plane (including on a specially equipped place), or by a plane of the air ambulance.

The Insurer shall compensate for the expenses of organization (if necessary) and medical transportation of the Insured to the Place of his/her Permanent Residence within the established liability limit of 5,000 EUR/USD for one insured event.

4.5.20. Organization and payment of the cost for the transportation (repatriation) of the Insured's body to the Country of his/her permanent residence. In this case, the Insurer shall compensate for the costs of:

- execution of documents for repatriation;
- preparation of the body for repatriation;
- the body transportation to the airport or the nearest customs point in the Country of the Insured's Permanent Residence. In this case, the Insurer shall compensate for expenses of repatriation of the Insured to the airport or the nearest customs point of the Country of his/her Permanent Residence within the established liability limit of 5,000 EUR/USD. The necessary condition for organization of repatriation shall be provision by relatives of the deceased Insured of a confirmation of their readiness to take the body after crossing the state border. The type of transport, terms of repatriation and route shall be determined by the Insurer.

4.5.21. Payment of expenses for the Insured's body burial or cremation in the country of the Insured's death.

The maximum amount of insurance payment in case of the Insured's body burial or cremation in the country of the Insured's death within the established liability limit is 5,000 EUR/USD. The Insured's body shall be buried in the Country of his/her death only upon agreement with the Insurer. The Insurer shall not compensate for the expenses for obtaining the burial permit from the administrative authorities of that country.

4.5.22. Organization (if necessary) and payment of expenses for early return of the Insured's children under 14 (fourteen) years of age to the country of their permanent residence, and, if necessary, their escort by a third party, if the Insured cannot do so due to a sudden illness, health disorder resulting from an accident or death. The Insurer shall compensate for the cost of travel of children to the place of their permanent residence only in case none of the persons travelling with them over 18 years of age is able to take care of them due to an acute disease, aggravation of chronic disease, health disorder due to accident or death. The Insurer shall determine the route, type and class of the transport means. After fulfilment of its obligations, the Insurer has the right to use a return ticket of the Insured's child (children).

The Insurer shall compensate for the expenses of organization (if necessary) and early return to the country of permanent residence of the Insured's children under 14 (fourteen) years of age within the established liability limit of 5,000 EUR/USD for one insured event.

4.5.23. Organization and payment for emergency gynecological care during pregnancy period not exceeding 29 weeks.

The Insurer shall compensate for expenses, specified in subparagraphs 4.3.5 - 4.3.7. hereof, which are related to emergency gynecological care during pregnancy period not exceeding 29 weeks, within the established liability limit of 5,000 **EUR/USD** and sublimit not exceeding 5 (five) days of inpatient treatment or in case of outpatient polyclinic care - not exceeding 5 appointments with specialist. At the same time, the relevant condition of the Insured shall be confirmed by a medical report. If the pregnancy



period at the moment of the Insured Event exceeds 29 weeks and 1 (one) day, the Insurer shall not compensate for medical services and expenses, the Insured shall pay them independently. In any case, the expenses for assistance during childbirth and postnatal care shall not be covered.

- 4.5.24. **Organization and payment for the Insured's search and rescue works** shall be within the established liability limit of 3,000 **EUR/USD** for one insured event. Search and rescue works shall be performed in cases of preliminary agreement with the Insurer.
- 4.5.25. **Organization (if necessary) and payment for the air ambulance services.** Transportation of the Insured by air ambulance shall be carried out only in cases of confirmation of its necessity by a doctor. Transportation by air ambulance shall be performed in cases of preliminary agreement of such transportation conditions with the Insurer. The Insurer shall compensate for the expenses of organization (if necessary) and payment for the Insured's transportation by air ambulance within the established liability limit of 5,000 EUR/USD for one insured event.
 - 4.5.26. Compensation for the Insured's expenses for taxi ride to hospital.

The Insured's economy class taxi ride to hospital shall be compensated, provided that such expenses are documented.

4.5.27. Compensation for the cost of tickets, if the Insured was in hospital and could not get to the flight - within the established liability limit of 400 EUR/USD for one insured event.

5. EXCEPTIONS FROM THE INSURED EVENTS AND INSURANCE RESTRICTIONS. REASONS FOR REFUSAL TO MAKE INSURANCE PAYMENT

- 5.1. The Insured Events do not include and the insurance payment shall not be made if the event, occurred to the Insured:
 - 5.1.1. is not determined as an Insured Event herein and/or occurred before the commencement hereof or after the termination hereof.
 - 5.1.2. occurred outside the territory of validity hereof.
 - 5.1.3. had been caused by circumstances about which the Insuree knew or should have known but did not take all measures to prevent the occurrence of the Insured Event.
 - 5.2. In any case, the Insurer shall not be liable hereunder if the event occurred:
 - 5.2.1. As a result of the Insured's actions, in which the investigation authorities or court have established the signs of a deliberate crime resulting in the Insured's bodily injury or death.
 - 5.2.2 As a result of any actions committed by the Insured in a state of intoxication or under the influence of narcotic or toxic substances, in particular, motor vehicle driving, as well as due to transfer of the motor vehicle operation to a person under the influence of alcohol or narcotic or toxic substances.
 - 5.2.3 As a result of the Insured's suicide or attempted suicide, except in cases when the Insured was brought to such a state by unlawful actions of third parties. At the same time, the said actions of the Insured are recognized as such only on the basis of the decision of the competent authorities proving what has been done.
 - 5.2.4 As a result of the Insured's deliberate infliction of bodily harm on himself or herself regardless of his or her mental state, self-treatment or treatment by a person or institution without medical education or a license to carry out treatment activities in the country of temporary stay, or the use of medicines without doctor's prescription.
 - 5.2.5. As a result of motor vehicle operation by the Insured if the Insured does not have the relevant documents for driving the said motor vehicle.
 - 5.2.6. During a state of emergency, special or martial law declared by the authorities in the country or in the territory of validity hereof, as well as during public disorder, revolution, rebellion, uprising, strike, military coup, lockout or terrorist act.
 - 5.2.7. Due to the impact of nuclear energy, ionizing radiation, chemical, bacteriological, radioactive contamination from any source, nuclear explosion, and radiation impact, that are associated with the application of atomic energy, use of fission products.
 - 5.2.8. As a result of unlawful actions (inactions) of state, local authorities or officials of these authorities.
 - 5.2.9. If the Insured has intentionally provided false information about the extent of the Insured Risk or the fact of the Insured Event occurrence.
 - 5.2.10. The Insured's failure to provide information to the Insurer on significant circumstances necessary for the assessment of the Insured Risk upon entry into the Insurance Policy.



- 5.2.11. The Insured's failure to timely notify the Insurer of the occurrence of the Insured Event without any valid reason or hindrance to the Insurer in determining the circumstances, nature and extent of damage.
- 5.2.12. Receipt by the Insured of services related to the insurance restrictions and exclusions from Insured Events specified herein.
- 5.2.13. Failure to comply with instructions of the Assistance/Insurer in the course of event settlement.
- 5.2.14. Refusal to have the Insured examined by the Insurer's authorized physician after the occurrence of the Insured Event.
- 5.3. The Insurer shall not pay for or reimburse for the cost of consulting, diagnostics, treatment and services related to the following diseases and events:
 - 5.3.1. treatment of chronic diseases, congenital anomalies (malformations), deformities and chromosome disorders;
 - 5.3.2. neoplasms, endocrine system diseases, diabetes mellitus;
 - 5.3.3. neurological diseases, mental diseases, and related traumatic injuries;
 - 5.3.4. venereal diseases, immunodeficiency conditions, AIDS, except COVID-19 (coronavirus);
 - 5.3.5. blood and hematopoietic organs diseases;
 - 5.3.6. epidemic and pandemic diseases;
 - 5.3.7. acute and chronic radiation diseases;
 - 5.3.8. obstetrical care to persons with pregnancy period over 29 weeks, childbirth.
 - 5.3.9. medical services related to the Insured's abortion, except for the forced termination of pregnancy due to medical reasons;
 - 5.3.10. any health disorder, complication or death due to failure to comply with the recommendations of the attending doctor, side effects of medicines which were not prescribed by doctor, and side effects of food supplements;
 - 5.3.11. diseases or consequences (complications) of viral hepatitis, tuberculosis;
 - 5.3.12. diseases and disorders of the hearing organs, except for acute hearing organ disease;
 - 5.3.13. Fungal and dermatological diseases, allergic dermatitis of any origin, first and second degree sunburns;
 - 5.3.14. diseases that have occurred before the beginning of the insurance period and/or in the territory of the Insured's permanent residence and caused medical expenses or additional expenses during the trip, as well as diseases that have occurred after the return of the Insured to the Country of his/her permanent residence.
 - 5.3.15. the Insured's treatment abroad if the Insured refuses medical evacuation to the place of his/her permanent residence. The Parties have agreed that the telephone recording of the Insured or his/her relatives' conversation with the Assisting Company or the Insurer regarding the refusal of medical evacuation shall be equated to the written refusal and may be used by the Insurer as evidence in case of any disputes;
 - 5.3.16. provision of services which are not reasonably necessary or medically urgent, are not included in doctor-appointed treatment, as well as provision of such special services as a separate ward, telephone, television, etc;
 - 5.3.17. services and treatment that can be postponed until the return from the trip, including surgeries which can be replaced by a course of conservative treatment, etc. until the end of the stay abroad;
 - 5.3.18. High-tech manipulations, heart and vessels surgeries, including angiography, angioplasty, bypass surgery, stenting, artificial pacemaker installation, etc.;
 - 5.3.19. diagnostic services: consultations, laboratory tests and other measures that were not appointed by the doctor and the assisting company as necessary to establish the diagnosis for further treatment;
 - 5.3.20. preventive vaccinations, drug examinations and laboratory tests not related to the insured event;
 - 5.3.21. all types of plastic and cosmetic surgeries and procedures, all types of prostheses, organ transplantation;
 - 5.3.22. dental treatment, except for emergency dental care;
 - 5.3.23. physiotherapeutic treatment and treatment by non-traditional methods;
 - 5.3.24. purchase or repair of aids (such as pacemakers, glasses, contact lenses, hearing aids, inhalers, prostheses, crutches, wheelchairs, measuring instruments, etc.) by purchasing general tonic, hygiene, baby food products



- 5.3.25. artificial insemination, infertility treatment, pregnancy prevention measures;
- 5.3.26. alcoholism, drug dependence, etc., including treatment of drug withdrawal syndrome;
- 5.3.27. medical evacuation, repatriation or burial abroad organized without written approval of the Insurer:
 - **5.3.28.** expenses when the trip abroad was made with the intention to receive treatment;
 - **5.3.29.** self-treatment, physiotherapeutic treatment and treatment by non-traditional methods;
 - **5.3.30.** necessity for individual care, patronage and protection;
- **5.3.31.** expenses for the continuation of the Insured's treatment after his/her return to the place of his/her permanent residence and the expenses which are covered by social, medical insurance programs and other security shall not be indemnified;
- **5.3.32.** expenses provided for in sub-paragraphs 4.7.20 4.7.23, 4.7.25, 4.7.26 shall not be indemnified if they have been made by the Insured without prior agreement with the Insurer.
- **5.3.33**. diseases which in the previous 6 months prior to the occurrence of the Insured Event required inpatient treatment.
- **5.3.34.** deterioration of the Insured's condition or death of the Insured due to a disease or injury that was diagnosed before the commencement hereof, irrespective of whether treatment was carried out or not
- **5.3.35.** diseases which have not been cured on the day of the beginning of the trip and which, including from the medical point of view, are contraindicated to the trip.
- **5.3.36.** Medical treatment that may be postponed until return from abroad, including surgeries, which at this stage may be replaced by a conservative treatment course.
 - **5.3.37**. sunburns or other acute skin changes resulting from the influence of the UV radiation.
- **5.3.38.** services exceeding moderate or reasonable amount of their payment in a certain region (determined by the Assistance) or exceeding the required amount.
- **5.4.** The Insurer shall not pay for the expenses that:
 - **5.4.1**. are not prescribed by the Insurance Program selected by the Insured.

6. ACTIONS OF THE INSUREE (INSURED PERSON) IN CASE INSURED EVENT OCCURS

- **6.1.** In case of the event that can be recognized as the insured one, the Insuree (Insured Person) in any case not later than within 48 hours, shall:
 - **6.1.1.** Contact the Insurer's Assistance by phone, specified in the e-Policy and receive information on further actions.
- **6.1.2.** If the Insured needs emergency medical care and it is not possible to notify about it prior to receiving it, such notice shall be sent to the Insurer's Assistance or the Insurer as soon as possible, but not later than within 48 hours from the moment of receiving such medical care. Such notice may be given by any person acting on behalf of the Insured: his/her relatives, employees of the medical institution, etc.
 - **6.1.3.** Notify the Insurer's Assistance:
- surname and name of the Insured;
- name of the Insurance Company, Insurance Policy number and its validity term;
- $\ exact \ location \ of \ the \ Insured \ and \ the \ Country \ of \ permanent \ residence, \ contact \ phone \ number;$
- amount of the insurance coverage, the franchise and the insurance program;
- description of the event and the nature of the care required.
 - **6.1.4.** Upon contacting the Insurer's Assistance, comply with its recommendations for its further action.
- **6.1.5.** Provide documentary evidence of the period of the Insured Person's staying abroad by sending (to the chat WhatsApp, Viber, Telegram or by e-mail) a copy of the pages of the passport with passport stamps from the Policy Inception date to the Assistance / Insurer.
- **6.1.6.** Facilitate the Insurer to take the necessary measures to determine the causes of the insured event, the amount of costs incurred.
 - **6.1.7.** Take measures to prevent and reduce costs incurred as a result of the insured event.
- **6.1.8.** Transfer unused valid airplane or railway tickets to the Insurer, and in case of failure to do so for health reasons at the first opportunity.
- **6.1.9.** If the Insured, for objective reasons, did not contact the Insurer to receive the necessary care/assistance and as a result had to pay for the medical care and / or other assistance provided to him/her, he/she should agree it with the Insurer within 48 hours after such assistance/care provision.
- **6.1.10.** If the Insured, upon agreement with the Insurer, has paid for the provided medical and other services or purchased medicines according to the prescriptions issued by the Insurer's authorized physician, the amount spent will be refunded to the Insured on the basis of the documents provided.
- **6.1.11.** If the Insured has a Multi-Trip Travel Insurance Policy (the limit of stay abroad is less than the Policy term), he/she shall provide the Assistance as soon as possible with the documents (fax, e-mail) confirming the period of stay abroad (pages of foreign passport with passport stamps from the Policy Inception date).



7. INSURANCE COVERAGE, INSURANCE RATE, INSURANCE PREMIUM AND TERM OF PAYMENT. INSURANCE COMPENSATION. FRANCHISE

7.1. Insurance program	7.2. Insurance coverage, UAH	7.3. Unconditional franchise	7.4. Insurance rate,%	7.5. Insurance premium	7.6. Insurance premium per month (subscription)	7.7. Limit of stay abroad 180 calendar days per year (Policy term)
Basic	3,000.00 EUR / USD	200 EUR / USD	0,06%	2	2	15 days per month
Standard	30,000.00 EUR / USD	100 EUR / USD	0,01%	3	3	15 days per month
Premium	50,000.00 EUR / USD	50.00 EUR / USD	0,01%	5	5	15 days per month

- **7.8.** The insurance premium shall be paid by the Insuree to the Insurer's or the Insurer's agent's account; if the Insuree wishes to join this Policy, a single payment of the insurance premium shall be made upon issuing the e-Policy, according to clause 7.5. hereof, depending on the Insurance Program chosen by the Insuree.
- **7.9.** Upon accession hereto with the help of an insurance agent or independently on the insurer's website, the Insuree can arrange a renewable subscription to insurance services under the chosen Insurance Program by linking the card to his account. The funds shall be deducted from the Insuree's linked bank card automatically each month, according to clause 7.6. hereof, on prepayment conditions, under the chosen Insurance Program. In case of automatic subscription renewal under the Insurance Program for a new period, the funds shall be deducted as an advance payment, prior to the commencement of services provision in a new settlement period.
- **7.10.** This Policy shall enter into force and shall be deemed concluded after the Insuree has paid the insurance premium in accordance with the procedure established hereby.
- **7.11.** If upon occurrence of the insured event the paid out insurance compensation is less than the amount of the insured coverage determined by the Insurance Program, then after payment the Insurance Policy shall continue to be valid and the insured coverage shall be reduced by the amount of the insurance compensation.

8. LIST OF DOCUMENTS CONFIRMING THE INSURED EVENT OCCURRENCE AND THE AMOUNT OF INSURANCE PAYMENTS

- **8.1.** The insurance payment shall be made by the Insurer on the basis of the application for the insurance payment and the necessary documents. To receive the insurance payment, the Insuree (the Insured) or the Beneficiary (heirs of the Insured) must provide the Insurer with the following documents:
- Application for insurance payment in the form prescribed by the Insurer.
- A copy of the certificate of the identification number assignment of the person, who applied for the insurance payment.
- A copy of the passport of the person, who applied for the insurance payment.
- A copy of the passport for travelling abroad of the Insured with passport stamps of the country of permanent residence and a visa of the respective country.
- A copy of the passport (birth certificate) of the Insured or a notarized copy of the death certificate of the Insured.
- **8.2.** In addition, in order to receive the insurance payment, in case the Insured receives medical services, the following documents are provided:
- Original certificate of the medical institution (on the letterhead of the institution or with the appropriate stamp) on outpatient or inpatient treatment of the Insured stating the term of treatment, diagnosis, causes of the disease, general conclusions of the doctor: in case of health problems due to accident certificate on whether the Insured is in a state of alcohol, drug or toxic intoxication when the insured event occurs shall be additionally provided.
- Originals of detailed invoices for medical services provided.
- Originals of invoices and documents confirming payment for treatment (stamp of payment, cash receipt, bank receipt indicating the amount to be transferred, etc.).
- Prescriptions with the names of drugs, certified by the appropriate doctor.
- **8.3.** In addition to the documents listed in clause 8.1., clause 8.2, the following documents shall be provided in case of receiving transport services:
 - **8.3.1.** When transported for medical reasons:
- Originals of documents confirming payment for the provision of specialized and / or other transport used by the Insured as a result of a sudden illness or accident.



- **8.3.2.** During the medical evacuation of the Insured, repatriation of the remains to the airport or the nearest customs station of the permanent residence country:
- Originals of documents confirming payment for the provision of specialized and / or other transport used for repatriation.
- In case of payment for documents registration procedures for repatriation of remains, preparation of a body for repatriation or burial abroad
- Originals of financial documents on payment for these services, indicating the type of service.
- **8.3.3.** When evacuating children under 14 years old (including with an accompanying person) to the place of permanent residence, who were left without adult supervision (over 18 years old), due to deterioration of the Insured Person's health or his death:
- Documents confirming the fact of payment of the fare for children under 14 years old and, if necessary, for an accompanying person to the place of permanent residence.
- Certificate of death of the Insured in case of death of the Insured.
- Medical documents confirming the fact of the Insured's illness or accident with the Insured and characterizing the health state of the Insured at the time of the child's evacuation (original certificate (medical report) from the medical institution (on the letterhead of the Institution or with the appropriate stamp) stating the Insured's full name, final diagnosis).
- **8.3.4.** The Insurer may reasonably request additional documents from the Insured, if, taking into account specific circumstances, the absence of such documents makes it impossible to establish the fact, causes and circumstances of the insured event.
- **8.3.5.** The documents listed in clauses 8.1.- 8.3. hereof may be provided in Polish, English, French, German, Spanish or Turkish. If the documents are drawn up in other languages, the Insuree (the Insured) must provide an official translation into Ukrainian.
- **8.3.7.** The documents specified in clauses 8.1. 8.3. hereof are provided to the Insurer in the form of original copies, or notarized copies, or copies certified by the Authority, or simple copies, provided that the Insurer has the opportunity to reconcile these copies with original copies of documents.
- **8.3.8.** The documents listed in clauses 8.1. 8.3. hereof, must be provided by the Insuree (the Insured or his/her representative) to the Insurer within 30 calendar days upon return to the permanent residence country. If there were substantial reasons why the documents were not submitted in time, they should be submitted as soon as possible, justifying the reasons for the delay.
- **8.3.9.** If the documents specified in clauses 8.1. 8.3. hereof are provided to the Insurer not in the proper form, or executed in violation of the existing rules (no number, date, stamp, seal, containing corrections in the text, etc.), the payment of the Insurance compensation shall not be made until these deficiencies are eliminated.

9. PROCEDURE AND CONDITIONS FOR MAKING INSURANCE PAYMENT

- **9.1.** The Insurer makes an insurance payment by:
- 9.1.1. Payment for services provided, indirectly through Assistance, to institutions that provided medical care to the Insured hereunder, on the basis of documents confirming the fact of the insured event and determining the cost of the actually provided (necessary) medical care or related assistance. The form of documents and terms of settlements are agreed by the Insurer, Assistance and the institution that provided services to the Insured.
- **9.1.2.** Reimbursement of the cost of medical and other services received by the Insured if the Insured independently organized and / or paid for services hereunder, subject to previous agreement with the Assistance / Insurer or if it is provided by the Policy, given that all necessary documents required by Section 8 hereof are provided.
- **9.1.3.** If the Insured is a minor, the insurance payment in case of an insured event is received by his / her legal representatives. In case of submission of applications for an insurance compensation by several lawful Beneficiaries, the insurance payment is distributed among them in equal parts.
- **9.1.4.** The Insurer shall reimburse the expenses stipulated by the terms hereof for medical and other services provided to the Insured during his stay abroad within the insurance coverage or the limit of the Insurer's liability for each insured event, less the franchise.
- **9.1.5.** If it is impossible to notify the Assistance and / or the Insurer of the insured event, reimbursement of the incurred expenses for treatment in the amount of up to 100 EUR / USD is provided in the presence of supporting documents.
- **9.1.6.** In Ukraine, the insurance payment to the Insured for services provided abroad is made in the national currency at the NBU's rate on the day of medical expenses and additional costs payment for services rendered.
- **9.1.7.** Insurance payment to the Insured for the costs of inpatient treatment is made only in cases agreed with the Insurer.
- **9.1.8.** The Insurer is entitled to make an insurance payment to a third party, who organized and paid for the repatriation of the Insured's remains or cremation of the Insured's body abroad (including procedures related to repatriation and / or cremation, namely paperwork, body preparation), in case, if such costs have been agreed with the Assistance or the Insurer.
- **9.1.9.** To receive the insurance payment, the Insured must apply to the Insurer within 30 days from the date of return from abroad.
- **9.1.10.** The decision on insurance payment or refusal of insurance payment is made by the Insurer within 15 working days from the moment of receipt of all necessary and duly executed documents by the Insurer.
- **9.1.11.** If the Insurer has doubts as to the authenticity of the documents provided by the Insured / heirs of the Insured, the term of decision on recognizing the event as insured shall be extended for the period of collection by the Insurer of necessary



supporting documents from organizations, enterprises and institutions that possess necessary information, but this term may not exceed 90 (ninety) days.

- **9.1.12.** The insurance payment is made by the Insurer within 10 banking days from the date of the decision on payment (signing of the Claim report).
 - 9.1.13. Payment of insurance compensation to the Insured shall be made to the card account.
- **9.1.14.** In case of refusal to make an the insurance payment, the Insurer shall, within 5 working days after the decision on refusal has been made, send a letter to the Insured with a written notification of the refusal and reasons for refusal.
- **9.2.** The amount of insurance compensation to be paid shall be reduced by the amount of deductions (tax or other) provided by the current legislation of Ukraine as of the date of payment.
- **9.3.** In the case of the insurance compensation payment, the insurance coverage shall be reduced by the amount of the insurance compensation paid. The insurance coverage is considered reduced from the date of the insured event.

10. RIGHTS AND DUTIES OF THE PARTIES

- 10.1. The Parties shall comply with the terms and conditions hereof.
- 10.2. The Insuree shall have the right to:
- **10.2.1.** Early termination hereof on the terms provided hereby.
- **10.2.2.** Appeal against the Insurer's refusal to make an insurance payment or the amount of the insurance payment in the manner prescribed by the current legislation of Ukraine.
- **10.2.3.** Check the Insurer's compliance with the terms hereof and require the Insurer to pay the costs associated with the provision of medical and medical-transport care and services of a certain scope and quality in the amount provided by the Insurance Program, the Insurance Policy.
 - 10.2.4. Receive any information related to the terms hereof from the Insurer.
- 10.2.5. Contact the Insurer in case of an insured event for instructions on how to obtain the necessary care/assistance and further actions.
- 10.2.6. In case of an insured event, if the Insuree is also the Insured to receive insurance payments within the term and in the manner prescribed hereby.
- **10.2.7.** Enter into the Policy in favor of a third party, who may acquire the rights and obligations of the Insured hereunder, only with his/her consent.

10.3. The Insuree shall:

- **10.3.1.** Upon conclusion hereof, provide the Insurer with information on all circumstances known to the Insurer that are essential for the insurance risk assessment and inform the Insurer of any change in the insurance risk in the future.
- **10.3.2.** Notify the Insurer of all insurance contracts previously concluded or to be concluded in respect of the subject of insurance, which is the subject of insurance under the terms hereof.
 - **10.3.3.** Timely pay insurance premiums in the amount and manner stipulated hereby.
- **10.3.4.** Notify the Insurer of the occurrence of an event that may be recognized as insured, in the manner and within the term specified herein.
- 10.3.5. Adhere to confidentiality in relations with the Insurer, not allow the transfer of information that is a trade secret to third parties.
- 10.3.6. Within its competence take measures to eliminate harmful factors affecting the health of the Insured and to take all possible measures aimed at reducing the losses caused by the insured event occurrence.
 - 10.3.7. In case of change in the risk level notify the Insurer thereof in writing within three working days.
 - 10.3.8. If the Policy is concluded in favor of a third party, acquaint it with the terms hereof.
- **10.3.9.** Pursuant to the Law of Ukraine "On prevention and counteraction to legalization (laundering) of proceeds of crime, financing of terrorism and financing of proliferation of weapons of mass destruction" to provide the Insurer with the documents necessary for identification, verification and study.
 - 10.3.10. Transfer to the Insurer the right to make claims to third parties guilty of the insured event.

10.4. The Insured shall have the right to:

- **10.4.1.** In case of an insured event, to receive an insurance payment in the manner and on the terms specified herein.
- **10.4.2.** In case of an insured event, to receive appropriate medical and medical-transport care/assistance and other services of appropriate quality in the amount and within the limits of insurance provided by the Insurance Policy.
 - $\textbf{10.4.3.} \ \text{Notify the Insuree and / or the Insurer of the fact of improper medical care in a medical institution.}$

10.5. The insured shall:

- 10.5.1. Notify the Insurer of the occurrence of the insured event in the manner and within the term specified herein.
- **10.5.2.** be concerned about keeping the insurance documents and not handle them over to other persons for the purpose of receiving medical assistance.
- **10.5.3.** reliably inform the medical establishment and the Insurer of the state of their health and existing risks of deterioration and other cases of change in the risk level.
- **10.5.4.** undergo treatment as prescribed by a doctor, follow the instructions of the medical staff, follow the instructions of the medical institution where the Insured is provided with medical care.
- **10.5.5.** Pursuant to the Law of Ukraine "On Prevention and Counteraction of Legalization (Laundering) of Proceeds of Crime, Terrorism Financing and Financing of Proliferation of Weapons of Mass Destruction", provide the Insurer with documents necessary for identification, verification and study.

10.6. The Insurer shall have the right to:



- **10.6.1.** Require from the Insuree (the Insured) the performance of obligations hereunder.
- **10.6.2.** Check the information provided by the Insuree and the Insured, as well as the fulfillment by the Insuree (the Insured) of the requirements and terms of the Insurance Policy.
 - **10.6.3.** Find out the causes and circumstances of the occurrence of the insured event independently.
- 10.6.4. Make inquiries to the competent authorities to provide them with relevant documents and information confirming the fact and cause of the insured event occurrence. The conclusion of the Insurance Policy exempts employees of medical institutions from secrecy regarding the disease and the circumstances of its occurrence and treatment, if such treatment has the signs of an insured event hereunder.
 - **10.6.5.** Fully or partially refuse to make the insurance payment in the cases stipulated herein.
- 10.6.6. After making the insurance payment, file a lawsuit against the person guilty of the insured event, in the manner prescribed by the applicable law.
- **10.6.7.** File a claim to the Insuree for reimbursement of actually made payments in cases when after the execution of the insurance payment there are circumstances being the reason for refusal to execute the insurance payment hereunder.
 - **10.6.8.** Postpone the insurance payment on the terms stipulated hereby.
 - 10.6.9. Early terminate the Policy or introduce amendments to it in the manner prescribed hereby.
- **10.6.10.** When concluding the Policy, if necessary, demand a medical examination of the persons to be insured and, based on its results, make a decision on acceptance for insurance.
- **10.6.11.** In case of an insured event, if necessary, demand from the Insured or independently receive information on the state of health of the Insured in the medical institutions of the country of his permanent residence prior to concluding the Insurance Policy.

10.7. The Insurer shall:

- **10.7.1.** Within 2 (two) working days, as soon as it becomes known on the occurrence of the insured event, take measures to draw up all the necessary documents for the timely implementation of the insurance payment to the Insured.
- **10.7.2.** In case of an insured event, make an insurance payment within the period stipulated hereby. In case of late payment of the insurance payment, pay to the Insuree a penalty in the amount of 0.01 % of the NBU rate effective during the period for which the penalty is paid, from the amount of arrears for each day of delay.
- 10.7.3. Keep secret information on the Insuree and his property status, except for the cases provided by the current legislation of Ukraine.
- **10.7.4.** Acquaint the Insuree with these conditions and Insurance Rules, on the basis of which the Insurance Policy is concluded, prior to its signing.
- **10.7.5.** In case of refusal to make an insurance payment at the request of the Insured, notify the Insured / the Insured in writing with a reasoned justification of the reasons for refusal in the manner and terms specified herein.

11. TERRITORY AND TERM HEREOF, AMENDMENT AND TERMINATION PROCEDURE. SUBSCRIPTION CANCELLATION

- 11.1. Territory of the Policy: the whole world, except for the permanent residence country of the Insured.
- 11.2. This Policy is valid on a monthly basis, for periods of time subject to limits under clause 7.7. hereof, provided that the Insure pays the amount of the Insurance Premium within the terms specified in clauses 7.8., 7.9. hereof, herewith the Policy enters into force not earlier than 00-00 of the day following the day of the Insurance Premium crediting to the current account or to the insurance agent's or insurer's cash desk or the next day after payment of the Insurance Premium through other payment systems permitted by the legislation of Ukraine and which are introduced by the Insurance agent / Insurer.
- 11.3. If the Insuree violates another term of the Insurance Premium payment, the Policy shall be terminated at 00-00 of the first day of the month in which the payment of the Insurance Premium is overdue or not paid in full, including due to lack of funds on the Insuree's card. In this case, the Insurer is released from the obligation to:
 - **11.4.** Notification of the Insuree on the termination hereof.
- 11.5. Payment of the Insurance compensation for insured events that took place during the period of overdue insurance premium and termination hereof.
 - 11.6. The Insurance Policy is terminated and expires by agreement of the Parties, as well as in the case of:
 - **11.6.1.** expiration of its validity;
 - 11.6.2. fulfillment of the Insurer's obligations to the Insuree in full;
 - 11.6.3. non-payment / payment in full of the insurance premiums by the Insuree within the terms established hereby;
- 11.6.4. death of the Insuree or loss of legal capacity, except for the cases provided for in Articles 22, 23 and 24 of the Law of Ukraine "On Insurance".
 - 11.6.5. liquidation of the Insurer in accordance with the procedure established by the legislation of Ukraine;
 - 11.6.6. making a court decision to declare the insurance contract invalid;
- **11.6.7.** if the possibility of occurrence of the insured event has disappeared and the presence of the insured risk has disappeared due to circumstances other than the insured event.
 - 11.6.8. in accordance with Section 12 hereof.
 - 11.6.9. in other cases provided by the legislation of Ukraine.
- 11.7. Early termination hereof at the initiative of the Insuree or the Insurer is not provided; early termination of the Policy is possible only by mutual consent of the Parties, by concluding a relevant supplementary agreement hereto.
- 11.8. Upon early termination hereof, the Insurer shall return to the Insuree the Insurance Premiums for the period remaining to the expiration hereof, except for the regulatory costs for the case administration, the actual payments of the



Insurance compensation made hereunder. Refunds subject to early termination of the Insurance Policy are made in non-cash form.

- 11.9. To cancel subscription, the Insuree shall visit the Insurer's website, log in the personal account and click the "Cancel" button in the subscription management section. Then the Insuree receives a message on his/her phone number confirming the subscription cancellation.
- 11.10. Changes and amendments hereto are made by the Insurer unilaterally by concluding a supplementary agreement hereto or rewording hereof and come into force upon publication of such changes on the Insurer's official website.
- 11.11. If it is necessary to make changes hereto/withdraw the Offer, the Insurer shall make a proposal to change the terms hereof not later than 10 (ten) calendar days before the proposed date of making such changes, indicating the date of such change by publishing a notice on the Insurer's official website address: https://ic-ekta.com/. If the Insuree fails to apply to the Insurer to resolve differences regarding the change hereof within 10 (ten) calendar days, it is considered that the Insurer's proposal to change the terms hereof is accepted by the Insuree in accordance with Part 3 of Article 205 of the Civil Code of Ukraine. The Insuree undertakes to independently monitor the availability of the Insurer's proposals to change the terms of the Policy on the Insurer's official website. The parties agree that the Insurer's disagreement with the Insurer's proposal to change the terms hereof is a disagreement, which on the basis of Part 2 of Article 649 of the Civil Code of Ukraine is subject to judicial resolution.

12. FORCE MAJEURE

- 12.1. The Parties shall be released from liability for partial or complete non-performance of obligations hereunder if they prove that their non-performance or improper performance of their obligations is a consequence of force majeure, i.e. extraordinary and unavoidable under these conditions events, including: natural disaster, accidents, fires, riots, epidemics, quarantine, disturbance of public order, strikes, hostilities, illegal actions of third parties, any prohibition or restriction of monetary payments by the National Bank of Ukraine, the imposition of embargoes on imports (exports) or other circumstances, the adoption by state authorities of relevant acts which emerged (came into force) after signing hereof and are beyond the will of the Parties.
- 12.2. In the event of force majeure, the Party in which such circumstances arose shall notify the other Party in writing within 5 (five) working days from the date of such circumstances. The proper written notice of the Insuree is the placement by the Insurer of information on its own official website, as specified in clause 1.1. hereof.
- 12.3. Failure by a Party affected by force majeure circumstances to notify the other Party and / or failure to provide the other Party with documents issued by the Chamber of Commerce and Industry of Ukraine or another authorized state body confirming the occurrence of force majeure circumstances shall deprive the Party affected by force majeure circumstances of referring to them as a ground for non-performance and / or improper performance of its obligations hereunder.
- 12.4. Terms of fulfillment of obligations hereunder are automatically extended / postponed for the duration of force majeure, provided that the Party in which force majeure occurred promptly notified the other Party of their occurrence and provided the document (s) issued by the Chamber of Commerce and Industry of Ukraine or another state body, which confirms the occurrence of force majeure.
- 12.5. In case force majeure circumstances or their consequences last for more than 40 (forty) calendar days, or if in case of such circumstances it becomes apparent that they will last for 40 (forty) calendar days, the Parties shall negotiate to identify acceptable ways to the performance or termination hereof.
- 12.6. In case the Parties terminate the Policy due to force majeure, neither party shall be liable for non-performance or improper performance of its obligations hereunder.

13. MISCELLANEOUS

- 13.1. Only persons with full civil capacity may accede hereto. By acceding hereto, the Insuree confirms his legal capacity, including reaching the age of 18, and is aware of the responsibility for the obligations imposed on him/her as a result of the conclusion hereof.
- 13.2. On all issues not regulated by the Insurance Policy, the parties shall be guided by the Law of Ukraine "On Insurance" and the Insurance Rules.

14. THE INSURER'S DETAILS

Additional Liability Company "EKTA"

Location: 03150, city of Live Street, building 5, building 2, letter B1

Identification code of the legal patity, 42, 03, 58 A/c UA 87 300346 00 16, 265 070 6197 201 at J.

JSC "ALFA-BANK"

Spazhuk