

## CONTRACT OF VOLUNTARY INSURANCE OF MEDICAL EXPENSES FOR TRAVELING ABROAD THE COUNTRY OF PERMANENT RESIDENCE

Kyiv City  
May 17, 2023

### 1. GENERAL PROVISIONS

- 1.1. This Offer is an official offer of the Additional Liability Company "INSURANCE COMPANY "EKTA", ("**Insurer**") to conclude an agreement on voluntary insurance of medical expenses for travelers outside the country of permanent residence ("**Contract**", "**Insurance Contract**") on the terms outlined in this Offer.
- 1.2. This Contract is concluded based on the Insurer's license to conduct business activities for the provision of financial services (except for professional activities in the securities market) in terms of voluntary insurance of medical expenses; as well as the "Rules for Voluntary Insurance of Medical Expenses" ("**Rules**"), 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 Contract are:
  - 1.3.1. **Insurer** - ALC "IC" EKTA ", Location: 03150, Kyiv, 5 Dilova st., building 2, letter B1; identification code 42509958; account UA 53 300119 00000 26502075502001 at JSC "Alliance Bank", MFO 300119, tel.: 0-800-305-222; website: <https://ekta.insure/>; email: [info@ekta.insure](mailto:info@ekta.insure).
  - 1.3.2. **Policyholder** - a capable physical person, a resident or non-resident of Ukraine, who has entered into the Insurance Contract with the Insurer.
  - 1.3.3. **The Insured Person** is an individual aged 2 months or more (as of the date of commencement of the trip), whose last name, first name, and date of birth are specified in the Electronic Policy and in whose favor the Insurance Contract has been concluded and may acquire the rights and obligations of the Insured under the Insurance Contract. For Insured Persons over 60 years old, the limits of liability and deductibles are specified in section 5 of this Offer.
- 1.4. The subject of insurance is the property interests of the Insured (Insured Person) that do not contradict the current legislation of Ukraine, related to the need to reimburse medical expenses and/or to organize the provision and payment of medical care, medical or posthumous repatriation of the Insured Person to the country of permanent residence, or burial abroad, in the amount and the manner prescribed by this Contract if these events occurred during the period and place of the Contract and medical, medical and transportation costs were agreed on time with the Insurer and/or the Insurer's assisting company abroad, recognized by them as appropriate and justified.
- 1.5. The Contract consists of two parts: this Offer and an Electronic Policy confirming the conclusion of the Contract.
- 1.6. Insurance coverage under this Contract is provided under EU Council Decision 2004/17/EC on travel health insurance.
- 1.7. This Insurance Contract provides the Insured Persons with the opportunity to freely receive the necessary medical and other types of assistance during their stay outside the Country of permanent residence in the event of an insured event according to the chosen Insurance Program.

- 1.8. This Contract is written in Ukrainian and translated into English if the language of the website is not Ukrainian. In case of disagreement, the Ukrainian version of the agreement and available at the link: [https://ekta.insure/wp-content/uploads/documents/terms\\_insurance\\_EKTA\\_START\\_GOLD\\_MAX+\\_U\\_A\\_USD\\_17\\_05\\_2023.pdf](https://ekta.insure/wp-content/uploads/documents/terms_insurance_EKTA_START_GOLD_MAX+_U_A_USD_17_05_2023.pdf)

## 2. CONTRACT CONCLUSION PROCEDURE

- 2.1. To conclude the Contract in electronic form, the Policyholder must, before the start of the trip (except cases described in this Contract), independently or with the help of the Insurance agent, go to the web page of the Insurer, fill out a form, indicating information about himself, his mobile phone number, e-mail address, other information necessary to conclude the Contract, and also be sure to familiarize himself with the terms of this Offer, information about the financial service.
- 2.2. The contract is concluded by joining the Policyholder to the contract, which is posted on the official website of the Insurer at the link: [https://ekta.insure/wp-content/uploads/documents/terms\\_insurance\\_EKTA\\_START\\_GOLD\\_MAX+\\_EN\\_USD\\_17\\_05\\_2023.pdf](https://ekta.insure/wp-content/uploads/documents/terms_insurance_EKTA_START_GOLD_MAX+_EN_USD_17_05_2023.pdf)
- 2.3. Filling in by the Insured about himself, payment of the insurance payment (premium) confirms the acceptance by the Insured of the terms of the Contract and is an acceptance in the sense of Article 642 of the Civil Code of Ukraine.
- 2.4. According to the conditions chosen by the Insured and the data specified by him, after the payment of the insurance payment (premium) by the Insured, an Electronic Policy ("**Electronic Policy**", "**Policy**") is formed. The Electronic Policy is a confirmation of the conclusion of the Insurance Contract and contains a unique number corresponding to the number of the Insurance Contract, the date of conclusion, the validity period of the Insurance Contract, and other individual conditions of the Insurance Contract.
- 2.5. The parties have agreed that the Insurer shall provide the Policyholder with the Policy in English. At the request of the Policyholder/Insured person, the Insurer sends the Policy in Ukrainian to the email address provided by the Policyholder within 2 business days.
- 2.6. The Parties have agreed that the Contract may be concluded:
  - 2.6.1. By signing the Contract by the Policyholder using a one-time identifier (entering the password sent by the Insurer to the Policyholder's mobile communication device). To sign the Contract/Electronic Policy with a one-time identifier, such a one-time identifier is sent to the Policyholder to the mobile phone number specified by the Policyholder. Before signing the electronic policy, the Policyholder is obliged to check the data entered by him, selected insurance conditions and confirm their accuracy. To sign the electronic policy with a one-time identifier, the Policyholder enters the received one-time identifier in a specially provided place on the web page on the Internet and confirms its entry.  
**or**
  - 2.6.2. Suppose there is no option on the Insurer's website to sign the Contract by using a one-time identifier. In that case, the Policyholder signs the Contract by performing the actions specified on the Insurer's website (in particular, but not exclusively, by filling out an application with identification data, agreeing to the terms of this Contract, and implementing payment). Notwithstanding all of the above, the payment of insurance premiums by the Insurer is considered a proper confirmation of the signing of this Contract by the Insured.<sup>1</sup>

- 2.7. The Contract is considered signed by the authorized representative of the Insurer by affixing his signature and seal on this Offer. When concluding an Insurance Contract, the Insurer may use a facsimile reproduction of the signature of a person authorized to sign such contracts, as well as a copy of the stamped imprinted by technical printing devices.
- 2.8. The policy is sent to the Policyholder at the email address specified by the Policyholder when making the application. The Parties have agreed that the performance of such actions is the proper delivery of the Insurance Contract to the Policyholder.
- 2.9. The Parties undertake, if necessary, to reproduce the Contract (Electronic Policy) on paper. At the written request of one Party, the Contract is made in writing within 5 (five) business days from the date of receipt of such request and is subject to signing and stamping. When reproducing the Contract on paper, the Insurer may use facsimile reproduction of the signature of the person authorized to sign such contracts, as well as a copy of the stamped imprinted by technical printing devices.
- 2.10. The Policyholder may refuse to conclude the Insurance Contract at any time before he accepts this Offer.
- 2.11. The contract is considered concluded from the moment of payment by the Policyholder of the insurance payment (premium).
- 2.12. The Insurer shall not be liable for harm or damage suffered by any person as a result of misunderstanding/false understanding of the terms of this Contract. If the Policyholder does not fully understand the terms of this Contract, may apply to the Insurer for its clarifications to accept and pay insurance premiums.
- 2.13. By accepting the offer, the Policyholder confirms that:
  - 2.13.1. got familiarized with the Rules and the Contract, fully understands the content of their provisions, and received all necessary explanations from the Insurer;
  - 2.13.2. that he/she understands the meaning of his actions and is not influenced by error, deceit, violence, threat, etc.;
  - 2.13.3. gives consent and the right to the Insurer, indefinitely, following the law, to receive, collect, process, register, accumulate, store, modify, update, use, and distribute (distribute, transfer, including cross-border transfer) information that, following the requirements of the law, constitutes personal data of the Policyholder (including personal data relating to health) to comply with the requirements of the law, this Contract and other agreements, including reinsurance, the exercise of rights granted to the Insurer by law or the contract, ensuring the implementation of tax relations, relations in the areas of accounting, audit, financial services, and assistance services, advertising, marketing, and actuarial research, service quality assessment. The use and dissemination of information constituting the personal data of the Policyholder are carried out exclusively to the extent necessary to ensure the fulfillment by the Insurer of the terms of this Contract and/or protect its interests. The Insurer is released from the obligation to send a written notice to the Policyholder about the rights, purposes of data collection, and persons to whom the personal data of the Policyholder is transferred;
  - 2.13.4. agrees to receive informational SMS messages and messages from the Insurer to the e-mail address specified at the conclusion of the Contract;
  - 2.13.5. confirms that before the conclusion of this Contract, he was brought to the attention of the information provided in Article 12 of the Law of Ukraine "On Financial Services and State Regulation of Financial Services Markets", the content of this information is clear to him. This information is available on the Insurer's web page on the Internet at the link <https://ekta.insure/>;

2.13.6. gives consent to the Insurer to record information received from the Policyholder (including telephone conversations) made to record messages about an event that has signs of an insured event.

### 3. DEFINITION

3.1. **Active leisure** - irregular occupation by the Policyholder (Insured person) of any kind of sports and physical exercises, except for the exercises specified in clause 3.6 of the Policy, including riding a bicycle, ATV, buggy, electronic scooters, gyroscope, etc. at a speed of no more than 15 km per hour, riding a horse, camel, elephant; banjo, rope jumping; tourist trips; water park, safari; Beach Soccer; volleyball; swimming in the pool and open water; fishing, hunting.

In the event of an insured event, while riding a bicycle, quad bike, buggy, electric scooter, hoverboard, etc., it is presumed that the speed was more than 15 km per hour. The obligation to prove compliance with a speed of up to 15 km per hour lies with the Policyholder.

3.2. **Outpatient care (medical care in outpatient conditions)** – medical care to the Insured Person under conditions where the absence of immediate medical intervention can lead to serious impairment of body functions, incl. persistent dysfunction of any organ or threat to the life of the Insured Person. Includes expenses for doctor's services, diagnostic tests, medicines, and consumables (cotton wool, bandage, syringes, gloves) necessary for treatment, means of fixation (gypsum, bandage).

3.3. **Assistance (Assisting Company)** is a legal entity acting on behalf of the Insurer and organizing service and medical care in the occurrence of an Insured Event for the Insured.

3.4. **Insurance contract** is a written agreement between the Policyholder and the Insurer, according to which the Insurer undertakes, in the occurrence of an insured event, to make an insurance payment to the Policyholder or another person specified in the insurance contract by the Policyholder in whose favor the insurance contract is concluded (to provide assistance, perform a service, etc.), and the Policyholder undertakes to pay insurance premiums within a certain period and comply with other conditions of the contract.

Insurance coverage under this Contract is provided under EU Council Decision 2004/17/EC on travel health insurance. This Contract provides the Insured persons with the opportunity to freely receive the necessary medical and other types of assistance when traveling outside the country of permanent residence of the Insured in the occurrence of an insured event.

3.5. **Emergency medical care (urgent medical care)** is medical care, which consists of the implementation of organizational, diagnostic, and therapeutic measures aimed at saving and preserving a person's life in an emergency and minimizing the consequences of the impact of such a condition on his health. It is granted to the insured person in conditions where the absence of immediate medical intervention may lead to serious impairment of body functions (including permanent dysfunction of any organ) or a threat to the life of the insured person.

3.6. **Sports at a professional level ( Professional sports / Extreme leisure )** - the regular practice by the Insured (Insured person) of any kind of sport, including participation in training, competitions, and/or irregular physical exercises with extreme loads, including snowboarding and skiing; rafting; surfing; jumping from a height; mountaineering and rock climbing; acrobatics; diving; riding a bicycle, moped, motorcycle, quad bike, buggy, electric scooter, hoverboard, etc. at a speed of more than 15 km per hour.

3.7. **Country of permanent residence** - a country under whose jurisdiction is the place of permanent residence of an individual or a country of which an individual is a citizen.

- 3.8. **Limit of liability (limit of indemnities)** - the maximum amount of insurance payment is determined by the Contract for certain types of expenses for insured events.
- 3.9. **Medical expenses** - expenses for outpatient, inpatient treatment and the purchase of medicines prescribed by a doctor, the need for which arose as a result of an accident or sudden illness.
- 3.10. **Place of permanent residence** - the place of residence in the territory of any state for at least one year of an individual who does not have a permanent place of residence in the territory of other states and intends to reside in the territory of this state for an unlimited period, without limiting such residence to a specific purpose, and for the conditions that such residence is not the result of the performance by this person of official duties or obligations under an agreement (contract).
- 3.11. **Emergency medical care** - medical care provided to the Insured person in a polyclinic or by a certified doctor of a 24-hour hospital for conditions that arise in the Insured Person due to acute diseases, exacerbation of chronic diseases, accidents, and is aimed at eliminating the threat to life and preventing.
- 3.12. **Accident** - a sudden, accidental, short-term, unpredictable, and independent of the will of the Insured Person is an external event related to Active Recreation or unlawful actions of third parties, which took place during the term of the Contract and caused bodily injuries, namely: traumatic injuries and body organs with violation of their integrity and functions, deformation or violation of the musculoskeletal system caused by external influences (injuries). Accidents are also considered acute poisoning by poisonous plants, fungi, chemicals (industrial or household), drugs (except for self-medication), drowning, asphyxia due to foreign bodies or liquids entering the respiratory tract, animal bites, including snakes, poisonous insects, tick-borne encephalitis (encephalomyelitis), tetanus, rabies, botulism, burns, lightning or electric shock, frostbite, hypothermia.
- 3.13. **Coverage period (period of validity of insurance coverage)** – the period of time within the term of the Contract, during which the Insurer bears obligations for the risks accepted for insurance.
- 3.14. **Travel** is travel outside the country/place of permanent residence for tourism or other purposes and involves the return to the country/place of permanent residence.
- 3.15. **Search and rescue operations** - a set of activities carried out by trained and, upon request, technically equipped specialists in organizing search and rescue operations in the area of a natural disaster, natural or man-made disaster, the consequences of difficult weather or geographical conditions to evacuate (export, withdraw) the victim (victims, survivors, wounded, etc.) from the scene to a safe place, as well as the provision of emergency medical care by them.
- 3.16. **Insurance Program** - a list of services under the terms of the Contract, which will be organized and/or paid for by the Policyholder upon the occurrence of an insured event (the Insurance Program for each Insured Person is defined in the Electronic Policy).
- 3.17. **Work** - the performance of paid physical work, characteristic of working professions in the sectors of construction, industry, transport, mining, agriculture, and utilities or in private households.
- 3.18. **Insurance payment** - the amount of money paid by the insurer under the terms of the insurance contract upon the occurrence of an insured event.
- 3.19. **Sum insured** - the amount of money within which the Insurer, according to the terms of insurance, is obliged to make a payment upon the occurrence of an insured event. For individual insurance services specified in this Contract, the applicable limits of the sum insured (limits of liability) are established, within which insurance payments are made. The amounts and currency of the sums

insured are specified in the Contract. For all types of insurance, the sum insured specified in the Contract is individual for each of the Insured persons.

- 3.20. **Insurance cover** - described in the Contract obligations of the Insurer to perform pay-outs and/or medical care in case an insured event happened during the Contract validity.
- 3.21. **Insured event** – an event stipulated by the Insurance Contract that has occurred and upon the occurrence of which the insurer is obliged to pay the sum insured (insurance indemnity) to the Policyholder, the Insured, or another third party.
- 3.22. **Insurance payment (insurance premium, insurance premium)** – payment for insurance, which the Policyholder is obliged to pay under the Contract. The insurer has the right to apply markups or discounts to insurance premiums.

Mark-ups are applied in cases of insurance of persons aged from 2 months to 3 years, as well as from 60 to 80 years, as well as persons who, during the term of the Contract, will be engaged in active recreation, sports at a professional level, work for remuneration.

- 3.23. **Insured risk** is a certain event, in case of which insurance is carried out and has signs of probability and randomness of occurrence.
- 3.24. **Insurance tariff** - the rate of the insurance premium per unit of the sum insured for a certain period of insurance.
- 3.25. **Hospital** is a medical institution for the round-the-clock stay of patients, continuous monitoring of them, and the provision of necessary and qualified medical care.
- 3.26. **Deductible** is a part of the loss not compensated by the Insurer by the Contract. For individual insurance services, the amount of the deductible is specified in the Contract. The deductible is indicated as a specific amount or percentage of the sum insured. If an insured event involves the use of several types of deductibles, they are applied as a sum of deductibles.
- 3.27. **Family members of the Insured Person** – spouses, children, parents, brothers, and sisters of the Insured Person.
- 3.28. All terms that are not defined in the Insurance Policy are used in the meaning as provided for by the Law of Ukraine "On Insurance".

#### **4. TERM AND PLACE OF VALIDITY OF THE AGREEMENT, PROCEDURE FOR AMENDING AND TERMINATION OF THE AGREEMENT**

- 4.1. The Contract comes into force from the moment the Insured Person crosses the border of the Country of permanent residence (when leaving the country of permanent residence) or from 00:00 UTC + 2 of the day indicated as the beginning of the Contract (on the date that came later), but not earlier than the moment of payment of the insurance payment
- 4.2. The Contract expires at the moment the Insured Person crosses the border of the Country of permanent residence (when entering the Country of permanent residence) or at 24 hours beyond UTC+ 2 of the day specified as the end of the Contract (on the date that has come earlier) unless other circumstances stipulated by the Contract led to early termination.
- 4.3. The Insurance Contract can be concluded only before the Insured person crosses the border of the country of permanent residence, except for the cases specified in clauses 4.5, 4.6.

- 4.4. The term of the contract is the number of days of insurance specified in the Policy. In the event of the expiration of all days of insurance, the Insurer is considered to have fulfilled its obligations to the Insured Person, and the contract is terminated due to the fulfillment by the Parties of their obligations.
- 4.5. If the Policyholder/Insured Person, being outside the Country of Permanent Residence, wishes to increase the number of days of Insurance Coverage, he must conclude a new Contract and, accordingly, purchase a new Policy before the expiration of the previous Policy.
- 4.6. If a person has crossed the border of the Country/Place of permanent residence in the absence of an Insurance Contract and wishes to purchase the Policy, he must do this within 24 hours from the moment of crossing the border/until the end of the day after crossing the border of the Country/Place of permanent residence. In case a person purchases a Policy following this point, the Insurer/Insured person enjoys all the rules and conditions as it was purchased before the trip.
- 4.7. If the Policyholder/Insured person purchases the Policy outside the Country/Place of permanent residence, the insurance coverage begins three days later, starting from the day following the day of the Policy purchase date.
- 4.8. The Policyholder/Insured Person, the development of the disease outside the Country/Place of permanent residence, can be included in the Insurance Contract only under the insurance program "GOLD" or "MAX +" clause 9.6 of this Contract.
- 4.9. If the Policy provides for multiple trips, then the Insurer shall be liable within the total number of days of stay abroad specified in the Policy for the period of insurance. With each trip abroad, the period of validity of the insurance cover automatically decreases the number of days spent by the Insured person in the territory of the Contract.
- 4.10. The territory of validity is marked in the Policy as a separate country or one of the geographical zones:
  - 4.10.1. Europe (EUROPE): Austria, Azerbaijan, Albania, Algeria, Andorra, Armenia, Belgium, Bulgaria, Bosnia and Herzegovina, Croatia, Czech Republic, Denmark, Estonia, Egypt, France, Finland, Great Britain, Greece, Germany, Hungary, Israel, Ireland, Italy, Iceland, Kazakhstan, Kyrgyzstan, Liechtenstein, Luxembourg, Latvia, Lithuania, Malta, Monaco, Moldova, Montenegro, Netherlands, Norway, North Macedonia, Poland, Portugal, Romania, Slovakia, San Marino, Serbia, Slovenia, Switzerland, Sweden, Tunisia, Turkey, Uzbekistan, Ukraine, Vatican.
  - 4.10.2. "The whole world" (WORLD WIDE ): all countries of the world.
- 4.11. Exceptions from the territory of the Treaty:
  - 4.11.1. Country/Place of permanent residence of the Insured person;
  - 4.11.2. Separate zones (administrative-territorial units) of the countries specified in clause 4.10 of the Contract, on the territory of which military operations are carried out during the period of the insured event;
  - 4.11.3. Territories of settlements that are not under the effective control of the state authorities of Ukraine, the territory of a military or armed conflict or any area controlled by terrorists, illegal armed groups, the armed forces of the Russian Federation, the territory of settlements where the state authorities of Ukraine temporarily do not exercise their powers (Autonomous Republic of Crimea and Sevastopol).
  - 4.11.4. Territories of Belarus, Russian Federation



- 4.12. The validity of the Contract is prematurely terminated and lost with the consent of the parties, as well as in the event of:
- 4.12.1. expiration of the term of the Contract specified in the Policy;
  - 4.12.2. fulfillment by the Insurer of obligations to the Insured person in full;
  - 4.12.3. non-payment by the Insured of insurance payments within the terms established by the contract. In this case, the contract is considered to be prematurely terminated if the first (or next) insurance payment was not paid at the written request of the insurer within ten working days from the date of presentation of such a request to the Insured unless otherwise provided by the terms of the contract;
  - 4.12.4. liquidation of the insured - a legal entity or death of the insured - an individual or loss of legal capacity, except for the cases provided for in Articles 22, 23, and 24 of the Law of Ukraine "On Insurance";
  - 4.12.5. liquidation of the Insurer following the procedure established by the legislation of Ukraine;
  - 4.12.6. adoption of a court decision on the recognition of the insurance contract as invalid;
  - 4.12.7. in other cases stipulated by the current legislation.
- 4.13. In case of early termination of the Contract, insurance by agreement of the parties at the request of the Policyholder, the Insurer will return to him the insurance payments for the remaining until the expiration of the Contract. In this case, the amount to be refunded is calculated as the difference between the terminating insurance premium under the Contract and the value of the Contract for the period effective from the date of conclusion of the Contract until the date of termination. From the refunded amount, the standard expenses for doing business in the amount of 40%, the actual payments of insurance amounts, and insurance compensation made under this Insurance Policy (but not more than determined by the Insurance Rules) are calculated.
- 4.14. If the Insured's claim is due to the Insurer's violation of the terms of the Insurance Contract, the Insurer shall return to the Insured the insurance premiums paid by him in full.
- 4.15. In case of early termination of the Insurance Contract with the consent of the parties, at the request of the Insurer, the Policyholder will be refunded the insurance premiums paid in full. If the Insurer's claim is due to the Policyholder's failure to comply with the terms of the Insurance Contract, the Insurer shall return insurance payments to him for the period remaining until the expiration of the contract. In this case, the amount to be refunded is calculated as the difference between the insurance premium under the Contract that terminates and the cost of the Contract for the period that was in effect from the date of conclusion of the Contract until the date of termination. From the refunded amount, the standard costs for doing business in the amount of 40%, the actual payments of insurance amounts, and insurance compensation made under this Insurance Policy are calculated, but not more than is determined by the Insurance Rules).
- 4.16. Amendments to the Contract may be made by agreement of the Parties by signing an Addendum to the Contract. Changes may be made to the validity of the Contract.

## **5. SUM INSURED, INSURANCE RATE, INSURANCE PAYMENT, AND THE TERM OF ITS PAYMENT, DEDUCTIBLE**

- 5.1. The insurance program, the amount of the sum insured, and additional options are selected by the Policyholder at the time of acceptance of the Offer and are indicated in the Policy. The insured may conclude an insurance contract under the following programs:

Insurance program	Reimbursement Limit (USD)	Deductible (general, except as otherwise specified in this Offer)
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START	50 000	25%
GOLD	150 000	0%
MAX+	500 000	0%

- 5.2. The insurance payment (premium) is paid by the Policyholder to the account of the Insurer or the Insurance Agent if the Insured finds a desire to join this Contract. The amount of the insurance payment depends on the insurance program and is displayed on the Insurer's website after the Policyholder selects the insurance program and additional options.
- 5.3. The parties agreed that the specific amount of the insurance rate, the sum insured, and the deductible are determined in the Policy.
- 5.4. If, upon the occurrence of an Insured Event, the paid Insurance Indemnity is less than the amount of the Sum Insured determined by the Insurance Program, then after the payment, the validity of the Insurance Contract continues, and the Sum Insured is reduced by the amount of the insurance indemnity.
- 5.5. Depending on the age of the insured person, the Insurer's Limit of Liability and the amount of the deductible, regardless of the Insurance program, are:

Age of the Insured person, years	Limit of liability (USD)	Deductible
60-65	10 000	10%
65-70	9 000	20%
70-75	8 000	30%
75-80	7 000	40%
80-85	6 000	50%
85-90	5 000	60%
90-95	4 000	70%
95-100	3 000	75%
over 100	2 000	80%

## 6. INSURED EVENT

- 6.1. Insured risks are events for which insurance is carried out and having signs of probability and randomness of occurrence, namely:
- 6.1.1. applying to a medical institution and providing medical assistance to the Insured Person during the validity of the Insurance Contract in connection with a sudden illness, injury, poisoning, or consequence of an accident, to receive medical care and medical services within the limits and volume specified by this Contract;
  - 6.1.2. the appeal of the heirs of the Insured person, in case of his death as a result of a sudden illness or accident during the validity of the Insurance Contract, in connection with the need to cover the costs associated with the repatriation of the Insured person.
- 6.2. Insured events are recognized:

- 6.2.1. sudden illness of the Insured Person, threatening the life and health of the Insured Person and requiring emergency medical care, urgent (ambulance) medical care, which cannot be postponed until the Insured Person returns to the country of permanent residence;
  - 6.2.2. damage and injury resulting from an accident. The Insurer's liability limit in the event of an insured event resulting from an accident is 10% (ten percent) of the sum insured specified in the Policy;
  - 6.2.3. emergency dental care (acute toothache caused by an acute disease of the tooth or adjacent tissues or jaw trauma caused by an accident) - *in case of purchasing insurance under the GOLD or MAX + programs*;
  - 6.2.4. a complication of pregnancy up to 27 weeks - *in case of purchase of insurance under the programs " GOLD " or " MAX+ ";*
  - 6.2.5. sunburns of the first and second stages;
  - 6.2.6. a disease of the Insured person COVID-19, which is laboratory confirmed (polymerase chain reaction (PCR) method);
  - 6.2.7. illness of the Insured Person with ARVI;
  - 6.2.8. death of the Insured person as a result of the cases specified in clauses 6.2.1-6.2.7 of the Policy;
  - 6.2.9. damage to the part or all of the baggage; loss of baggage, if the Contract with the Insured Person provides for baggage insurance;
  - 6.2.10. an event as a result of which the Insured Person receives claims from a third party for compensation for damage and/or moral damage, if the Contract with the Insured Person provides for civil liability insurance.
- 6.3. The scope of services under the terms of the Contract, which will be organized and/or paid to the Policyholder/Insured Person upon the occurrence of an insured event, depends on the Insurance Program, which is selected by the Policyholder at the conclusion of the Contract and is indicated in the Policy.
- 6.4. **According to the "START" Insurance Program**, the Insured Person is entitled to receive the following services:
- 6.4.1. reimbursement of the cost of testing for COVID-19, which is a polymerase chain reaction (PCR) method, provided that the PCR test is positive;
  - 6.4.2. organization and payment of the cost of emergency medical care services at the call site, carrying out primary diagnostic measures, providing medical care with the use of medicines in the amount necessary to stabilize the condition of the Insured Person;
  - 6.4.3. organization and payment of the cost of medical care and treatment in outpatient settings; an examination to the extent necessary to establish a diagnosis; doctors' consultations.
  - 6.4.4. organization and payment of the cost of services related to inpatient treatment, including consultations with doctors, diagnostics, treatment, urgent surgery, medication, stay in standard wards, and food according to the standards adopted in this medical institution. The Insurer pays the cost of treatment abroad within the limits of its liability (sum insured) established by the Policy, only until the time when the state of health of the Insured Person becomes stable by the decision of the doctor or the Insured Person can be discharged or his condition allows him to be evacuated to the country of permanent residence;
  - 6.4.5. reimbursement of the cost of medicines and consumables intended for emergency treatment, or compensation of expenses for self-acquisition of medicines prescribed by a doctor in a pharmacy within the limits of an insured event, except for medicines and medical devices for the treatment of COVID-19;

- 6.4.6. transportation services by land transport of the injured Insured person to a medical institution, if the state of health of the Insured person does not allow him to move independently;
- 6.4.7. services for the transportation of the body (repatriation) of the Insured person to the place of his previous residence. A necessary condition for the organization of repatriation is the submission by the relatives of the deceased Insured Person of an application-confirmation of readiness to pick up the body after crossing the state border;  
The insurer indemnifies the costs of:
- registration of documents for repatriation;
  - preparation of the body for repatriation;
  - transportation of the body to the airport or the nearest customs office in the country of permanent residence. The Insurer reimburses the costs of repatriation of the Insured person to the airport or the nearest customs office of the country of permanent residence, within the established limit of liability, which is 5 (five) percent of the sum insured. The type of transport, the terms of repatriation, the method of transportation of the body, and the route are determined by the Insurer.
- 6.4.8. organization and payment of the cost of a complex of services related to transportation and medical support of the Insured who is on inpatient treatment from abroad to a medical institution closest to the place of permanent residence if there are medical indications for the need for further inpatient treatment.
- Medical evacuation of the Insured person is carried out only upon written agreement with the Insurer. The Insurer does not reimburse the costs of continuing treatment and rehabilitation of the Insured Person after his return to the country of permanent residence. If a doctor authorized by the Insurer considers that the evacuation of the Insured Person is possible, and the Policyholder (Insured Person) refuses to do so, the Insurer will immediately stop paying the cost of the Insured Person's treatment services. The written approval shall mean sending the Insurer an estimate for transportation by e-mail and obtaining written consent from the Insurer in the same way;
- 6.4.9. The insurer reimburses the costs associated with the diagnosis and/or treatment of COVID-19 within the established liability limit, which is 1000 USD.
- 6.5. According to the **“GOLD” Insurance Program**, the Insured Person has the right to receive the following services:
- 6.5.1. services provided by the **“START” insurance program**, provided that they do not contradict this program;
- 6.5.2. medical services required for the treatment of COVID-19 and ARVI within the established limit of liability - 10,000 USD for one insured event and a sub-limit of no more than 5 (five) days of inpatient treatment or in the case of outpatient care - no more than 5 appointments with specialists;
- 6.5.3. emergency gynecological care during pregnancy, not exceeding 27 weeks - within the established liability limit - of 5,000 USD and a sub-limit of no more than 5 (five) days of inpatient treatment or in the case of outpatient care - no more than 5 specialist appointments.

At the same time, the corresponding condition of the Insured Person must be confirmed by a medical certificate. If the gestational age by the time of the insured event exceeds 27 weeks and one (one) day, medical services and expenses are not reimbursed by the Insurer but are paid by the Insured person independently. In any case, the costs of childbirth and postnatal care allowance are not covered;

- 6.5.4. medicines and medical devices necessary for the treatment of COVID-19;
- 6.5.5. organization and payment for the treatment of the Insured Person in a hospital for up to 15 days after the end of the insurance period, if necessary for medical reasons;
- 6.5.6. emergency dental care, including a dental examination, x-ray examination, removal or filling of teeth with temporary fillings. The insurer indemnifies the costs of emergency dental care within the established limit of liability - 500 USD per one insured event.
- 6.5.7. Total and permanent disability only as the consequence of an accident and while the Insured is traveling. The term "Permanent Disability" is to be understood as a permanent invalidity determined independently from the career or occupation of the Insured, caused by an accident.  
This point covers:
  - Absolute state and incurable of mental alienation that hinders the insured person from performing any type of work for the rest of his /her life;
  - Incurable fracture of the spinal cord causing total and permanent disability
 The maximum insured amount is the one established in your Policy.
- 6.6. According to the **"MAX+" Insurance Program**, the Insured Person has the right to receive the following services:
  - 6.6.1. **"GOLD"** insurance program, provided that they do not contradict this program;
  - 6.6.2. payment of expenses of not more than 75 USD per day, for not more than 15 days for the stay of the Insured Person for medical reasons under compulsory observation in case of COVID-19 disease, if such observation/quarantine is mandatory by the requirements of local legislation;
  - 6.6.3. payment of the cost of funeral services for the burial of the Insured person in the country at the place of death. Burial abroad of the Insured Person is carried out only upon agreement with the Insurer. The insurer does not reimburse the costs of obtaining a burial permit from the administrative authorities of the country. The Insurer reimburses the costs associated with the burial of the body of the Insured Person in the country at the place of death within the established limit of liability, which is 5% (five percent) of the sum insured.
  - 6.6.4. organization and payment for transportation of the Insured person by economy class to the country of permanent residence after treatment in a hospital at the end of the insurance period for not more than 400 USD per Insured person. At the same time, the Insured person shall transfer to the Insurer the unused ticket or the funds returned by the carrier for refusal of carriage due to illness;
  - 6.6.5. organization and payment of expenses for the early return of the Insured person to the Country or Place of permanent residence, if necessary for medical reasons;
  - 6.6.6. payment of expenses of not more than 75 USD per day for not more than 5 days for the stay of the Insured person abroad after the expiration of the Contract, if his return to the country of permanent residence is impossible immediately after discharge from the hospital;

- 6.6.7. payment of expenses of not more than 75 USD per day for not more than 5 days for accommodation in a hotel of one companion of the Insured Person abroad after the expiration of the Contract, if the Insured Person is on inpatient treatment, and the companion is a Family Member of the Insured Person or a person which is insured under the same insurance policy as the Insured Person
- 6.6.8. payment of the cost of travel in economy class to the country of permanent residence of a family member of the Insured person or a person insured in the same insurance policy with the Insured person in case of his hospitalization or death;
- 6.6.9. Organization and payment of expenses for the early return to the country of permanent residence of children under 14 (fourteen) years of age of the Insured Person;

If necessary, the Insurer will indemnify for the accompaniment of children by a third person, if the insured person is unable to do so due to a sudden illness, health disorder due to an accident or death. The insurer reimburses the cost of travel for children to their place of permanent residence only if none of the persons over 18 years of age traveling with them can take care of them due to an acute illness, exacerbation of a chronic illness, health disorder due to an accident or death. The route, type, and class of the vehicle are determined by the Insurer. After the fulfillment of its obligations, the Insurer has the right to use the return ticket of the child (children) of the Insured Person. The Insurer reimburses the costs of organizing (if necessary) and early return to the country of permanent residence of children under 14 (fourteen) years of age of the Insured Person within the established liability limit - 5,000 USD per one insured event;

- 6.6.10. payment of expenses for the search and rescue of the Insured Person as a result of an accident while driving along a tourist route in the mountains, at sea, in the jungle, or other remote areas, if there was no prohibition from local authorities, including the costs of evacuation by helicopter from the scene to a medical institution. The maximum amount of insurance payment (liability limit) under this clause is up to 10% of the sum insured specified in the Contract for insurance of medical expenses
- 6.6.11. compensation for the cost of telephone communication services of the Insured person or representing his interests with the Insurer regarding the notification of an insured event. The maximum refund amount is 100 USD.
- 6.6.12. compensation for damage (including moral damage) caused to the life, health, and property of third parties as a result of the actions of the Insured person. The amount of damage must be proved by the Insured person by submitting a court decision, or any other official document that can confirm the sum of losses. The Insurer's liability limit for compensation for moral damage caused by the Policyholder/Insured person is 1000 USD.
- 6.6.13. indemnification in connection with damage or destruction of sports equipment/implements rented. Reimbursement is carried out on the condition that the Policy of the Insured has a mark "Sport" and/or "Extreme rest".
- 6.6.14. payment for legal or translation services for the Insured Person to receive medical services or return to the Country of permanent residence. In this case, the Insurer's liability limit is USD 500 per Insured person.

- 6.6.15. making bail to release the Insured from arrest. The amount of the deposit must not exceed the sum insured.
- 6.6.16. reimbursement of expenses for paperwork for the return of the Insured person to the country of permanent residence.
- 6.6.17. receipt of medical care provided by this program in the occurrence of an insured event as a result of terrorist acts or natural disasters.
- 6.6.18. compensation for the cost of the lost luggage of the Insured person is carried out if the carrier has refused to compensate. Reimbursement is carried out if the Insured person complies with the rule of baggage transportation. The insured person must prove the amount of the indemnity. The insurer indemnifies the cost of lost baggage within the established liability limit - 500 USD per one insured event;
- 6.6.19. reimbursement of the cost of staying in the enhanced comfort waiting area in the event of a flight cancellation or a flight delay of more than 4 hours after the scheduled departure time. In this case, the Insurer's liability limit is USD 100 per Insured Person, but not more than USD 500 per Policy.
- 6.6.20. compensation of expenses of up to 200 USD for the transportation of the Insured person's car, which became unsuitable for further operation as a result of a sudden technical breakdown or an accident, to the nearest service station (SRT);
- 6.6.21. compensation of the cost of travel of the insured driver and passengers to the country of permanent residence, if the car on which they travel is stolen or damaged as a result of an accident and its subsequent operation is impossible. The cost of travel in economy class by regular public transport is reimbursed, except for air and taxi, but not more than 200 USD per Insured Person;
- 6.6.22. compensation of expenses of up to 200 USD for the elimination of a sudden technical breakdown or damage as a result of an accident of the Insured person's car or the cost of temporary storage in a guarded parking lot if it cannot be repaired;
- 6.6.23. insurance conditions under paragraphs. 6.6.20. - Clause 6.6.22 of the Contract is valid only for the Insured persons traveling by their own technically sound car, the service life of which is not more than 5 years (determined from the date of issue).
- 6.7. In case of self-payment by the Policyholder (Insured Person) of the specified services, the Insurer compensates such expenses to the Policyholder (Insured Person) in hryvnias at the NBU exchange rate on the date of occurrence of the insured event within the established limits.
- 6.8. Insurance coverage applies to insured events defined by this Contract, incl. when the Insured Person consumes alcohol.

The Insurer shall refuse the insurance payment if the Insured is in a state of alcohol intoxication if the Insured has purchased the insurance program **"START"**.

If the Insured Person purchases the **"GOLD"** program, the Insurer shall pay the insurance payment under the terms of this Contract, if the degree of alcohol intoxication of the Insured Person is not

more than 1 ppm in blood. In this case, the Insurer's liability limit cannot exceed 1000 USD per one insured event, the deductible is 200 USD.

When the Insured Person purchases the **"MAX+ "** program, the Insurer makes an insurance payment under the terms of this Contract, if the degree of alcohol intoxication of the Insured Person is not more than 1.5 ppm in blood. In this case, the Insurer's liability limit cannot exceed 2000 USD per one insured event, the deductible is 100 USD.

To confirm the degree of alcohol intoxication, the Insurer has the right to apply to the healthcare institution where the Insured Person is located. If the medical care provider does not have information about the degree of alcohol intoxication of the Insured person, the Insurer has the right to require a test to establish it.

The refusal of the Insured to pass the test to determine the degree of intoxication is the basis for the refusal of the insurance payment by the Insurer.

If the degree of alcohol intoxication does not exceed the norms provided for by the **"GOLD"** and **"MAX +"** programs, and in the case of the **"START"** program it shows the absence of alcohol intoxication, the Insurer will reimburse the cost of the test if the Insured Person complies with the terms of this Contract.

- 6.9. The Insurer's liability limit in the event of any insured event is 10% (ten percent) of the sum insured for each event.

## **7. Exceptions to insured events and grounds for a refusal to pay an insurance benefit**

- 7.1. The Insurer does not pay or reimburse the cost of diagnosis, treatment, and services related to the following diseases and events:
  - 7.1.1. medical care and treatment not related to the need to provide the Insured Person with emergency or urgent medical care;
  - 7.1.2. treatment of chronic or congenital diseases (anomalies), deformities and chromosomal disorders and malformations, complications, exacerbations of these diseases that are not life-threatening, or consequences that the Insured Person had at the time of conclusion of the Contract and needed treatment, except in cases where there is an acute threat to life The insured person or there is a need for targeted measures to eliminate acute pain
  - 7.1.3. neoplasms, diseases of the endocrine system, diabetes mellitus;
  - 7.1.4. nervous diseases (except for neuritis), mental illnesses, incl. diagnosis and determination of the causes of epileptic seizures; treatment of psychosomatic disorders, as well as associated traumatic injuries;
  - 7.1.5. oncological diseases, cirrhosis, chronic renal failure, systemic connective tissue diseases, autoimmune diseases;
  - 7.1.6. treatment of diseases known at the time of conclusion and/or commencement of the Insurance Contract, regardless of whether treatment was carried out or not, except in cases where medical assistance was necessary due to emergency medical care or saving the life of the Policyholder/Insured person. The presence of such a disease must be proven by the Insurer;
  - 7.1.7. sexually transmitted diseases, sexually transmitted diseases, immunodeficiency, AIDS;
  - 7.1.8. diseases of the blood and blood-forming organs;
  - 7.1.9. epidemic and pandemic diseases excluding COVID-19;
  - 7.1.10. acute and chronic radiation sickness;
  - 7.1.11. scheduled consultations and examinations during pregnancy, regardless of the duration of pregnancy;



- 7.1.12. consultations, examination, and treatment related to complications of pregnancy after 27 weeks of pregnancy, obstetric care for persons with a gestational age of more than 27 weeks, childbirth;
- 7.1.13. medical services related to abortion to the Insured Person, except for urgent involuntary termination of pregnancy for medical reasons;
- 7.1.14. diagnosis and treatment of male/female infertility, menopause, wasted ovary syndrome, menstrual disorders, premenstrual syndrome, hormonal disorders (hyperprolactinemia, hyperandrogenemia, others), erectile and sexual dysfunctions, artificial insemination, prevention costs;
- 7.1.15. any health problems, complications, or death due to failure to follow the recommendations of the attending physician, side effects of medicines not prescribed by a doctor, as well as side effects of nutritional supplements;
- 7.1.16. diseases or consequences (complications) of viral hepatitis, tuberculosis;
- 7.1.17. diseases and disorders of the hearing organs, except for acute diseases of the hearing organs for medical reasons;
- 7.1.18. diseases, injuries, inflammation of the eyes, eyelids, and lacrimal apparatus, except for cases related to the provision of emergency care that threatens the life of the Insured Person;
- 7.1.19. fungal and dermatological diseases, allergic dermatitis of any origin, sunburn of the first and second degree, and other skin changes caused by ultraviolet radiation;
- 7.1.20. diseases that occurred before the beginning of the insurance period and/or in the territory of permanent residence, resulting in medical or additional expenses during the trip, as well as diseases that occurred after the return of the Insured from the trip;
- 7.1.21. further treatment abroad of the Insured person, if he refuses medical evacuation to the place of residence. The Parties agreed that a telephone recording of a conversation or correspondence and messaging in instant messengers with the Insured Person or his relatives, carried out to the assisting company or the Insurer regarding the refusal of medical evacuation, is equal to a written refusal and can be used by the Insurer as evidence in case of disputes;
- 7.1.22. a medical examination that is not the result of acute pain, sudden illness, and injury, the provision of services that are not medically necessary or urgent, not part of the treatment prescribed by a doctor, and the provision of special services such as a private room, telephone, television, etc.;
- 7.1.23. services and treatment that can be postponed until the return from the trip, including surgical operations, which can be replaced by a course of conservative treatment before the end of the trip, etc.;
- 7.1.24. surgical (operational) interventions associated with benign and malignant neoplasms (carcinoma, lipoma, other according to the International Classification of Diseases ICD-10);
- 7.1.25. carrying out manipulations and operations on the heart and blood vessels, incl. angiography, angioplasty, shunting, stenting, installation of an artificial pacemaker, etc.;
- 7.1.26. diagnostic services: consultations, laboratory tests and other activities not prescribed by the doctor and the assisting company, necessary to establish a diagnosis for further treatment;
- 7.1.27. carrying out preventive vaccinations, medical examinations, and laboratory tests not related to the insured event;
- 7.1.28. all types of plastic and cosmetic surgeries and procedures; all types of prosthetics (including teeth and eyes), organ transplants;
- 7.1.29. dental treatment, except for specified in subparagraphs 6.2.3, 6.5.6 of the Contract (acute pain relief);
- 7.1.30. medical services provided by a legal or natural person who does not have the appropriate license, or by a person who does not have the right to practice medicine;
- 7.1.31. physiotherapy treatment, non-traditional treatment, treatment considered experimental or research;

- 7.1.32. purchase or repair of assistive devices (such as pacemakers, glasses, contact lenses, hearing aids, inhalers, prostheses, crutches, wheelchairs, measuring devices, etc.) purchase of general strengthening drugs, hygiene products, baby food;
  - 7.1.33. artificial insemination, infertility treatment, measures to prevent pregnancy;
  - 7.1.34. treatment of alcoholism, drug addiction, etc., including the treatment of withdrawal symptoms;
  - 7.1.35. medical evacuation, repatriation, or burial abroad, organized without the written consent of the Insurer;
  - 7.1.36. expenses when the trip was made to receive medical treatment;
  - 7.1.37. self-treatment, as well as treatment carried out by spouses, parents, or children;
  - 7.1.38. elimination of the consequences of self-treatment;
  - 7.1.39. the need for individual care, patronage, and protection;
  - 7.1.40. medical examination for preventive purposes;
  - 7.1.41. continuation of treatment of the Insured Person after his return to the place of permanent residence, expenses covered by social, medical insurance, and other security;
  - 7.1.42. therapeutic rest, rehabilitation, spa and wellness treatment, as well as spa treatments; diagnostic services, consultations, laboratory tests, and other activities, are not prescribed by the doctor and the assisting company as necessary to establish a diagnosis for further treatment;
  - 7.1.43. diseases resulting from a mental reaction to military events, internal unrest, a terrorist act, a plane crash, or fears associated with such events;
  - 7.1.44. the expenses stipulated by the Contract are not reimbursed if they are made by the Insured (Insured person) without prior agreement with the Insurer, except for emergency cases when an agreement with the Insurer is impossible due to the risk to the life and health of the Insured person;
  - 7.1.45. expenses for insured events that occurred during professional sports, active recreation, or work are not reimbursed, except for the presence of a special mark in the Contract (Sport/Extreme leisure and/or Active leisure and/or Work);
  - 7.1.46. expenses are not reimbursed in case of failure to notify / untimely notification of the Insurer about the occurrence of an event that has signs of insurance;
  - 7.1.47. expenses related to the attack of predatory or poisonous animals or insects that occurred in water bodies of natural origin (rivers, seas, oceans, etc.) or during tourist walks in their habitat outside the place of temporary residence of the Insured Person are not reimbursed;
  - 7.1.48. no expenses are reimbursed if the Policyholder/Insured person is entitled to free medical care.
- 7.2. The medical expenses of the Insured person are not subject to insurance compensation in cases where:
    - 7.2.1. the trip was made by the Insured person contrary to medical contraindications for its implementation;
    - 7.2.2. medical services were received by another person who is not insured according to the Contract;
    - 7.2.3. The insured person refused the scheduled examination, treatment, or medical transportation.
  - 7.3. The Insurer does not reimburse fines, penalties, forfeits, interest for late payments, and other indirect losses, or lost profits incurred by the Insured Person.
  - 7.4. Luggage insurance does not include events resulting from:
    - 7.4.1. effects on the baggage of normal temperature, normal atmospheric humidity, natural qualities of baggage (normal wear and tear of baggage) and the limiting difference in determining the net weight), corrosion, rotting, normal wear and tear, internal damage, loss, rust, mold, etc.);
    - 7.4.2. internal properties or defects of the insured baggage;

- 7.4.3. illegal actions of third parties, which is not confirmed by law enforcement agencies;
  - 7.4.4. transfer of baggage for transportation in a damaged condition;
  - 7.4.5. damage to luggage by worms, rodents, insects, etc.;
  - 7.4.6. Lack of baggage with the integrity of the packaging and seals, as well as the depreciation of baggage due to its contamination with the integrity of the packaging and seals and serviceability of protective equipment;
  - 7.4.7. inconsistencies in the technical condition of suitcases/bags for the safe transportation, loading, unloading, or storage of luggage;
  - 7.4.8. non-compliance of baggage packaging with technical conditions and standards;
  - 7.4.9. transportation of baggage by carriers that do not have a license/permit for transportation;
  - 7.4.10. confiscation of baggage by customs authorities or other representatives of the official authorities of the country of temporary residence;
  - 7.4.11. violation by the Policyholder/Insured person of the rules for the carriage of baggage, in particular, inclusion in checked baggage, which, under the rules of carriage, must be carried in hand baggage.
- 7.5. About insurance of civil liability is not subject to insurance compensation:
- 7.5.1. damage associated with the economic activities of the Insured person, and his obligations under the contracts; damage associated with the commission of a criminal offense by the Insured Person;
  - 7.5.2. environmental damage;
  - 7.5.3. damage caused by the Insured person using any type of transport with an engine;
  - 7.5.4. damage caused by the Insured person to members of her family;
  - 7.5.5. fine, penalty, or other financial sanctions that are not a direct consequence of the harm caused to health or damage to property of third parties
  - 7.5.6. losses over the sum insured specified in the Contract;
  - 7.5.7. damage caused during participation in sports competitions and preparation for them;
  - 7.5.8. damage associated with the production, and professional activities of the Insured Person;
  - 7.5.9. losses incurred due to circumstances known to the Insured Person before the conclusion of this Contract or which the Insured Person was able to foresee and avoid;
  - 7.5.10. damage to the reputation of third parties.
- 7.6. The grounds for refusal of the Insurer to make an insurance payment are:
- 7.6.1. intentional actions or omissions of the Insured (Insured Person) aimed at the occurrence of an insured event, except for actions committed in a state of necessary self-defense (without exceeding its boundaries) or protection of property, life, health, honor, dignity, and business reputation. The qualification of the actions of the Insured is established under the current legislation of Ukraine;
  - 7.6.2. violation by the Insured Person of the rules of conduct, safety, or routine in the territory/in the place of temporary residence; violation of the legislation of the country of temporary residence;
  - 7.6.3. submission by the Insured, the Insured person, or the person in whose favor the insurance payment is to be made, knowingly false information about the subject of insurance, the location of the Insured (Insured person) as of the date of conclusion of the insurance contract or the fact of the occurrence of an insured event and the sum of expenses. Evidence of provision of information about the location of the Insured (Insured person) as of the date of conclusion of the Contract is the relevant border crossing marks in the passport or air tickets, railway or bus tickets in case the Insured person crosses the borders of countries where the marks are not put;
  - 7.6.4. creating obstacles for the Insurer in determining the circumstances, nature, and amount of damage;
  - 7.6.5. untimely notification of the Insurer about the occurrence of an insured event without good reason, lack of agreement, or violation of the terms for agreeing on independently incurred

- expenses for diagnosis or treatment, as well as untimely submission / non-submission (incompletely) of documents to the Insurer, a written application for receiving insurance payment (insurance compensation), and other documents that are attached to the application following this Agreement or requested by the Insurer
- 7.6.6. non-fulfillment by the Insured (Insured person) of his obligations under the Contract;
  - 7.6.7. failure to comply with the instructions of the Insurer / Assistance in the process of settling an insured event/occurrence of an insured event;
  - 7.6.8. receipt by the Insured (Insured person) of full compensation for damage from the person guilty of causing them;
  - 7.6.9. drinking alcohol (in case of purchasing the **"START"** insurance program ), narcotic, toxic substances;
  - 7.6.10. alcohol consumption documented by a medical institution in doses of more than 1 ppm (in case of purchasing the **"GOLD"** insurance program ) or 1.5 ppm in the blood (in case of purchasing the **"MAX+"** insurance program ),
  - 7.6.11. insurance of persons aged from 2 months to 3 years, as well as from 60 to 80 years without additional payment (surcharge);
  - 7.6.12. commission by the Policyholder, the Insured person, or the Beneficiary of an intentional crime that led to the insured event;
  - 7.6.13. refusal of the Policyholder/Insured person to undergo a re-diagnosis, to receive consultations at the request of the Insurer;
  - 7.6.14. purchase by the Policyholder/Insured person of a Policy for a period less than the duration of the trip, except in cases where the Policyholder/Insured person extends the period of stay abroad or purchased the Policy being already outside the country of permanent residence following the Contract conditions and requirements;
  - 7.6.15. receipt by the Policyholder/Insured person of legal (legal) assistance, assistance of an interpreter without prior agreement with the Insurer;
  - 7.6.16. if the Policyholder/Insured person is a citizen of an aggressor state, a terrorist state, or a state sponsor of terrorism under the local legislation of the Insurer. In this case, the Insurer shall return to the Insured the insurance premiums paid by him, minus the standard costs for doing business in the amount of 40%;
  - 7.6.17. other cases provided for by the current legislation of Ukraine and the Rules of insurance.
- 7.7. The following events are not recognized as insured events:
- 7.7.1. civil unrest, strikes or state of emergency, ionizing radiation; the use of nuclear, chemical, or biological weapons;
  - 7.7.2. committing suicide or attempted suicide by the Insured Person (except for cases when the Insured Person was brought to such a state by unlawful actions of third parties, which must be proven by the Policyholder or the Insured Person);
  - 7.7.3. committing or attempting to commit by the Insured person illegal actions that are in direct causal connection with the insured event established by the competent authorities;
  - 7.7.4. non-compliance by the Policyholder with the 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 war zones, terrorist attacks, natural disasters, epidemics or pandemics, except for cases when such trips are provided for by the terms of insurance, written in a separate annex to the contract;
  - 7.7.5. trips of the Insured or other person specified in the insurance contract by the Insured to the country or locality specified by the Insurer as a war zone, except when such trips are provided for by the terms of the insurance contract, written in a separate appendix.
  - 7.7.6. active participation in war (declared or undeclared), civil war, combat or hostilities, service in the armed forces and military formations;
  - 7.7.7. exposure of the Insured Person to unjustified risk, conscious danger (except for an attempt to save a life);

- 7.7.8. performance by the Insured person of any type of physical work, professional sports, or active (sports) recreation, such as mountain climbing and hiking, incl. to a height of more than 3,000 meters without a written application for the conclusion of an insurance contract, scuba diving (diving), caving, sports diving, any form of flying, winter sports, participation in competitions, car racing, as well as recreation with a higher level. risk, in particular: using mechanical and other means of transportation and movement on land, on water, underwater, and in the air (except for cases when the Insured has paid for the fare and is a passenger of a passenger vehicle), movement on animals, bicycles, hiking and other similar types of recreation, if such risks are not paid for by an additional insurance premium.
- 7.7.9. an accident while driving on a tourist route in the mountains, at the sea, in the jungle, or in other remote areas, as well as in the event of local authorities' prohibitions on movement in the mountains, at the sea, etc.
- 7.7.10. participation in a couple, offenses, or fights (except in cases of self-defense);
- 7.7.11. driving by the Policyholder/Insured person using land/water/air transport without an appropriate valid certificate or relevant category, as well as transferring by the Policyholder/Insured person of driving a vehicle to a person who was in a state of alcohol, narcotic or toxic intoxication, does not have a valid driver's license or corresponding categories;
- 7.7.12. performance of any labor under an employment agreement (contract) or performance of work and/or provision of services under any civil law contract, including using a tool, when loading/unloading vehicles, etc., if there was no "Work" mark in the Policy;
- 7.7.13. providing dental care over what is needed to relieve pain.
- 7.8. The insurer does not make insurance payments related to compensation for moral damage, except for the cases specified in this Contract.
- 7.9. The Insurer does not reimburse the administrative, service fee of the medical institution, moral damage, and damage caused due to the professional error of doctors or other persons who assisted the Policyholder/Insured Person.
- 7.10. The effect of insurance protection and obligations to pay for claims or services provided for in this contract are possible to the extent and as long as it does not contradict economic, trade, or financial sanctions or embargoes established by the European Union or Ukraine, directly applicable to the parties to the contract. This also applies to economic, trade, and financial sanctions or embargoes imposed by the United States of America against the Russian Federation, the Islamic Republic of Iran, North Korea, Cuba, and Syria, to the extent that they do not contradict European and Ukrainian law.

## **8. ACTIONS OF THE INSURED PERSON IN THE EVENT OF AN INSURED EVENT**

- 8.1. In the case of an occurrence that has signs of an insured event, the Policyholder/Insured person is obliged immediately, but no later than 24 hours from the moment of the occurrence of an event that has signs of an insured person, to inform the Insurer about the occurrence of the event by calling or sending a notification to the e-mail address of the Insurer specified directly in the Policy, and provide the following information
  - 8.1.1. Surname and name of the Insured person;
  - 8.1.2. contact phone number;
  - 8.1.3. Location (country, city, hotel, etc.);
  - 8.1.4. The number of the insurance contract;
  - 8.1.5. A brief description of what happened and what help is needed;
  - 8.1.6. Any other information at the request of the Insurer.
- 8.2. The cost of assistance provided will be paid by the Insurer under the terms of the Insurance Contract.

- 8.3. If the Policyholder (Insured Person) is unable to contact the Insurer or the situation requires an immediate decision related to the need to receive urgent medical or other assistance, the Policyholder (Insured Person) must independently contact the nearest medical institution or doctor, which has a license and the right practice, for emergency care and be sure to:
  - 8.3.1. present the Insurance Contract (Electronic Policy);
  - 8.3.2. pay, if required, for emergency medical and other services provided;
  - 8.3.3. get checks, receipts, etc. from the doctor. duly executed documents (requirements for documents provided for in Section 9 of the Contract) confirming the fact of the disease and the sum of medical expenses;
  - 8.3.4. submit to the Insurer an application for the payment of insurance indemnity and the documents stipulated by the Insurance Contract.
- 8.4. In case of applying for medical assistance or inpatient treatment, the Policyholder (Insured Person) is obliged to inform the Insurer and agree on all expenses within 24 hours from the moment of applying for the necessary assistance or hospitalization until the moment of receiving medical services and paying for these services. If the cost of medical services, including outpatient or inpatient treatment, exceeds 1,000 USD, the Policyholder (Insured Person) is obliged to agree on the costs in writing with the Insurer before the start of receiving medical services or treatment. Written consent should be understood as sending a message about treatment and an estimate for diagnosis or treatment through electronic transmission of information (e-mails) and obtaining written consent (guarantee) from the Insurer in the same way.
- 8.5. The Policyholder (Insured Person) is obliged to submit to the Insurer within 30 calendar days after the occurrence of an event that has signs of insurance all the necessary documents for deciding on the implementation of the insurance payment.
- 8.6. In case of violation of the deadline for notifying the Insurer of the occurrence of an event that has signs of an insured event, without good reason, or violation of the deadline for providing the documents necessary for deciding on making an insurance payment, the Insurer refuses to make an insurance payment/compensation. Recognition of the reasons as valid is carried out at the discretion of the Insurer.
- 8.7. In cases of self-payment by the Policyholder/Insured person for medical services, the Policyholder (Insured person) is obliged to receive at the medical institution:
  - 8.7.1. a certificate invoice from a medical institution (on a letterhead or with an appropriate stamp) indicating: the patient's surname and name, the exact diagnosis, the date of seeking medical help, the duration of treatment, detailed data on the provision of medical services, diagnostics, medicines prescribed with an indication of their quantity and cost;
  - 8.7.2. prescriptions issued to the Insured Person by the attending physician for the purchase of medicines, indicating the name of each medicine;
  - 8.7.3. itemized invoices for other services, broken down by date and cost;
  - 8.7.4. documents confirming the fact of payment for medicines, provided medical and other services (settlement and cash documents, sales receipts, bank receipts, etc.); bills for telephone conversations (fax messages), where the telephone number, date, time, and cost of each conversation are indicated;
  - 8.7.5. Property Irregularity Report (PIR), Damage Baggage Report (DBR), or any other certificate of loss or damage to baggage issued by the competent authority, documents confirming the amount of damage - for insured events concerning loss/damage to luggage;
  - 8.7.6. documents characterizing the circumstances of the insured event (a protocol on the commission of an offense, a statement from the victim, a certificate from the police, proposals for pre-trial settlement, copies of a statement of claim, or any documents evidencing the requirements for the Insured Person and substantiating the amount of damage caused - in the event of an insured event) civil liability.



- 8.8. The Policyholder/Insured Person may contact the Insurer for information and consultations:
- 8.8.1. on issues of insured events that do not require medical assistance, on issues of obtaining insurance payments;
  - 8.8.2. for any other advice on insurance;
  - 8.8.3. as well as on other issues related to the concluded insurance contract, by phone specified in the Policy.
- 8.9. In the event of an event that has signs of insured baggage insurance, in addition to the actions specified above in this section, the Policyholder/Insured person is obliged to:
- 8.9.1. immediately after the discovery of damage/loss, without leaving the territory of the station/station, report the occurrence of an insured event to the competent authorities (Lost and Found service, baggage tracing service or other services, carrier representative, police, etc.);
  - 8.9.2. before inspection of the baggage by a representative of the competent service, leave the baggage in the form in which it was after the occurrence of the insured event, except for actions to comply with security requirements and take measures to preserve the baggage and reduce losses.
- 8.10. In the event of an event that has signs of insurance, for insurance of civil liability, in addition to the actions specified above in this section, the Policyholder/Insured person is obliged, in the event of a claim, claim, immediately, but no later than 24 hours from the date of receipt, send to the Insurer's email address, specified in this Contract, a copy of the letter, court order, statement of claim, court summons (notice), message, court summons, any other documents received in connection with the claim. If the case on the insured event is submitted to the court, the Insured person, at the request of the Insurer, is obliged to provide him with the authority (in particular, but not only a notarized power of attorney) to conduct the case and represent his interests in all judicial instances. Consideration of the case can be carried out only under the laws of Ukraine or the country of temporary residence of the Insured Person.

The Insurer has the right but is not obliged to defend the Insured Person against any claim related to damage caused to a third party. The Insurer has the right to refuse to represent the interests of the Insured Person at any time, of which the Insurer notifies the Insured Person by notifying the email address provided by the Policyholder/Insured Person. If the interests of the Insured Person are represented by the Insurer, the Insured Person, under the terms of this Contract, is prohibited, without the consent of the Insurer, to conduct any negotiations with the plaintiff or his representatives on pre-trial settlement of the case, to make compensation, to recognize in part or in full the claims presented to him in connection. connection with the insured event, as well as without the consent of the Insurer, assume obligations to resolve the dispute.

The obligation to prove the fact of the occurrence of an insured event and to justify the sum of their expenses or, if necessary, the impossibility of establishing a connection with the Insurer fully relies on the Policyholder / Insured person.

## **9. TERMS OF INSURANCE PAYMENTS**

- 9.1. The insurance payment against payment for medical or other services provided for by the Contract, organized by the Insurer for the Insured Person, is carried out by the Insurer without the participation of the Insured Person based on invoices issued to the Insurer.
- 9.2. In case of self-payment by the Policyholder (Insured person) of medical or additional services, the Insurer shall pay the insurance payment to the Policyholder (Insured person) based on an application for insurance payment, which is submitted within 30 calendar days from the date of the insured



event. The Policyholder (Insured Person) is obliged to submit to the Insurer within 30 calendar days after the end of the trip or treatment all the necessary documents specified in clause 8.7 of the Contract for deciding on the insurance payment.

- 9.3. To receive an insurance payment, the Insurer shall be provided with the following documents common to any insured event:
- 9.3.1. a written application in the form established by the Insurer;
  - 9.3.2. original of the Insurance Contract (Policy);
  - 9.3.3. a copy of the international passport with marks on crossing the border of the host country, if crossing the border does not require stamping, copies of air tickets, railway or bus tickets, or other documents confirming the crossing of the border;
  - 9.3.4. a copy of the national passport;
  - 9.3.5. a copy of the certificate of assignment of an identification number;
  - 9.3.6. bills for telephone conversations with the Insurer, which indicate the telephone number and the cost of each conversation;
  - 9.3.7. a copy of the return ticket to the Country/Place of permanent residence of the Insured Person.
  - 9.3.8. documents specified in clause 8.7 of the Agreement.
- 9.4. An application for insurance payment and other documents are provided to the Insurer no later than 30 calendar days after the occurrence of an event that has signs of insurance. Documents are sent directly to the office of the Insurer or by e-mail of the Insurer. Original documents are provided at the request of the Insurer.
- 9.5. Taking into account the circumstances of the incident, the Insurer has the right to demand additional documents to confirm the fact and circumstances of the insured event, as well as to determine the amount of insurance payment, which the Policyholder/Insured person must provide within 10 (ten) calendar days from the date of receipt of the Insurer's request. The claim of the Insurer shall be deemed received on the day of sending the letter by e-mail or delivery of the registered letter.
- 9.6. The Insurer has the right to demand from the Policyholder/Insured a copy of the return ticket to the country from which the journey started. If there is no return ticket at the time of the insured event, the Insurer's liability limit is limited to 1% (one percent) of the sum insured, the deductible is USD 250.
- 9.7. Documents are provided to the Insurer in Ukrainian or English. If the documents are drawn up in another language, the Policyholder/Insured Person shall attach to the documents their notarized translation into Ukrainian.
- 9.8. All documents submitted to the Insurer must be legibly written or printed on forms and have the signatures of officials with appropriate seals, as well as the name, address, and contact telephone number of the institution (person) that issued them. Accounts (invoices, invoices) and financial documents confirming the fact of payment (checks, receipts, orders, etc.) are provided in the original. All documents, information, and evidence are provided to the Insurer free of charge.
- 9.9. The Insurer has the right to apply to medical institutions where the Policyholder/Insured Person received medical care to obtain additional documents/clarifications.
- 9.10. The Policyholder/Insured Person agrees, at the request of the Insurer, to provide him with his medical history and/or medical card duly certified.
- 9.11. In the event of an injury, accident, or breakdown of a car in which the Policyholder (Insured Person) traveled, the Insurer is additionally provided with:

- 9.11.1. an official protocol or certificate of the event was drawn up in the country of temporary residence, where the following information must be indicated: officials certifying the fact of the incident and their authority to perform such actions;
  - 9.11.2. addresses and/or telephone numbers of persons who certified the fact of the incident;
  - 9.11.3. a detailed description of the circumstances of the event and the role of the Insured (Insured person) in it; confirmation of the Insured being in a sober state or a state of alcohol, narcotic or toxic intoxication;
  - 9.11.4. a copy of the driver's license for the right to drive a vehicle. The obligation to prove the right to drive a vehicle in the country where the traffic accident occurred lies with the Policyholder/Insured Person.
- 9.12. If the Insured applies for damage as a result of a traffic accident or a breakdown of a car, the Insurer is additionally provided with the conclusion of an auto-merchandising examination.
- 9.13. Reimbursement of expenses for medical care and other services of third parties provided for by the Contract is carried out by the Insurer directly to these third parties in a non-cash form based on invoices issued under the current legislation of Ukraine. Payment by the Policyholder/Insured person for medical services is made independently only with the written consent of the Insurer and in cases where payment is required immediately, in which case the Policyholder/Insured person must prove the urgency of the circumstances.
- 9.14. If the cost of the specified services was paid by the Policyholder (Insured person) on his own, such expenses shall be reimbursed by the Insurer following the terms of this Contract.
- 9.15. Insurance payments for reimbursement of unforeseen independent expenses of the Insured (Insured Person), if they are provided for by this Policy, are made exclusively in hryvnias. The insurance payment is made in hryvnias at the rate of the National Bank of Ukraine on the date of occurrence of the insured event.
- 9.16. The decision on an insurance payment or refusal to pay is made by the Insurer within 30 (thirty) business days from the date of receipt by the Insurer of all necessary documents provided in the manner prescribed by this Contract.
- 9.17. The insurer makes the insurance payment within 5 (five) banking days after the decision on the insurance payment or insurance indemnity is made.
- 9.18. If there are grounds for doubting the validity (legality) of the insurance payment, the Insurer may postpone the decision on payment until confirmation or refutation of these reasons for a period not exceeding 45 (forty-five) business days.
- 9.19. The Insurer notifies the Insured Person in writing of the refusal to make an insurance payment (insurance indemnity) or a decision to defer a payment within 5 (five) working days from the date of the decision, stating the motivation for the decision or justifying the reasons for the refusal.
- 9.20. The insurance payment is made by the Insurer in cashless form or in another way not prohibited by the current legislation of Ukraine at the discretion of the Insurer. The insurance payment to the Insured person for services rendered abroad is made in the national currency at the rate of the National Bank of Ukraine on the date of the expenses.
- 9.21. The amount insured by type of insurance is reduced by the amount paid by the Insurer of the insurance payment. The amount of all insurance payments cannot exceed the sum insured, the amount of which is specified in the Contract separately for each type of insurance.

## **10. RIGHTS AND OBLIGATIONS OF THE PARTIES, RESPONSIBILITY FOR IMPROPER PERFORMANCE OF OBLIGATIONS**

### **10.1. The insurer is obliged:**

- 10.1.1. familiarize the Policyholder with the terms of the Contract and the Rules; familiarization can be carried out by posting the Contract and the Rules on the website of the Insurer and providing a link to them in this Contract;
- 10.1.2. within two working days, as soon as it becomes known about the occurrence of an insured event, take measures to draw up all the necessary documents for the timely implementation of the insurance payment;
- 10.1.3. in the occurrence of an insured event, to make insurance payment or payment of insurance compensation within the period provided for by the terms of this Contract;
- 10.1.4. not to disclose information about the Insured, except as provided by the current legislation of Ukraine;
- 10.1.5. at the request of the Insured, if he takes measures that reduce the insured risk or increases the value of the property, renew the insurance contract with him.

### **10.2. The insurer has the right:**

- 10.2.1. Check the information provided by the Policyholder for the conclusion of the Contract;
- 10.2.2. submit requests to the competent authorities regarding the information necessary to clarify the circumstances of the occurrence of an insured event;
- 10.2.3. in case of violation by the Policyholder of the terms of the Contract, demand early termination of the Contract;
- 10.2.4. conduct an independent examination of the circumstances of the insured event, and if necessary, appoint a medical commission to examine the Insured Person, as well as other examinations regarding the insured event;
- 10.2.5. to carry out fixing by technical means of telephone conversations on insured events;
- 10.2.6. use the ticket of the Insured for the return trip, in case of organizing his/her early return to the country of permanent residence;
- 10.2.7. refuse to make an insurance payment in cases stipulated by the Contract and current legislation;
- 10.2.8. refuse to compensate any indirect damage to the Insured Person;
- 10.2.9. refuse to make an insurance payment/reimbursement if the Insured Person is located in the territory of a country in respect of which there is a valid recommendation of the Ministry of Foreign Affairs of Ukraine to refrain from traveling on the date of crossing the border by the Insured Person;
- 10.2.10. independently choose a medical institution for the treatment of the Policyholder/Insured Person. If the Policyholder/Insured Person refuses to be treated at a medical institution chosen by the Insurer and is treated at a clinic chosen independently, the Insurer has the right to refuse the insurance payment;
- 10.2.11. transfer information about the Insured Person, in particular, but not exclusively personal data relating to the health of the Insured Person (results of examinations, conclusions of doctors, etc.), to an independently chosen medical institution for verification of the diagnosis, prescribed treatment and any other circumstances necessary for deciding on making an insurance payment or refusing such payment, investigating the legality of making an insurance payment.

### **10.3. The Policyholder (Insured Person) is obliged to:**

- 10.3.1. pay insurance premiums on time;
- 10.3.2. familiarize the insured persons with the terms of this Contract;
- 10.3.3. at the conclusion of the Contract, provide the Insurer with truthful information about all circumstances known to him that are essential for the assessment of the insured risk, and subsequently, inform about any change in the insured risk;

- 10.3.4. provide the Insurer with information on the location (country of residence) of the Policyholder or the Insured Person (if the contract is concluded in his favor by another person) as of the date of conclusion of the Insurance Contract.
  - 10.3.5. provide the Insurer with all the necessary documents on the insured event to decide on the implementation of the insurance payment or insurance indemnity;
  - 10.3.6. when concluding an insurance contract, inform the insurer about other valid insurance contracts on this subject of the contract;
  - 10.3.7. take measures to prevent and reduce damage caused as a result of an insured event;
  - 10.3.8. follow the instructions of the Assistance and the Insurer and coordinate with them all actions related to the provision of emergency medical and other services provided for in the Contract;
  - 10.3.9. follow the instructions of the attending physician, observe the schedule of the medical institution in which he is being assisted;
  - 10.3.10. provide the Insurer or its representative with the opportunity to find out the causes and circumstances of the insured event, and check all the documents submitted to it. Conclusion of this Contract The Insured person releases doctors, attorneys/lawyers from observing medical and other secrets when providing information to the Insurer or Assistance about an insured event.
- 10.4. The Policyholder (Insured Person) has the right to:**
- 10.4.1. upon the occurrence of an insured event, receive an insurance payment in the amount and the manner established by the terms of this Contract;
  - 10.4.2. apply to the Insurer for instructions on the procedure for obtaining the necessary assistance;
  - 10.4.3. in case of violation by the Insurer of the terms of the Contract, demand early termination of the Contract;
  - 10.4.4. to receive a duplicate of the Insurance Policy in case of its loss (once during the term of the Policy) based on a written application of the Policyholder/Insured Person for the provision of a duplicate.
- 10.5. For non-fulfillment or improper fulfillment of the terms of the Contract, the Parties shall be liable under the current legislation of Ukraine.
- 10.6. For the untimely implementation of the insurance payment, the Insurer is obliged to pay the Policyholder a penalty in the amount of 0.01% of the amount payable for each day of delay, but not more than 3% (three percent) of the amount of the insurance payment (insurance indemnity).
- 10.7. If the Insurer, after making the insurance payment, discovers that the insurance payment was made based on forged documents and/or documents containing false information and/or false information provided by the Policyholder/Insured Person upon conclusion of the Contract, the Insurer shall have the right to recover from the Policyholder and/or the Insured face the amount of such insurance payment and apply to law enforcement agencies. In such case, the Policyholder and all Insured Persons under the Policy shall be jointly and severally liable to the Insurer. The period during which the Insurer can initiate the collection of funds is unlimited. Termination of the Contract does not affect the Insurer's right to apply to law enforcement agencies and collect funds.

## **11. APPLICABLE LAW AND DISPUTES RESOLUTION**

- 11.1. This Contract is drawn up and must be interpreted under the current legislation of Ukraine.
- 11.2. In case of disagreements on issues related to this Contract, the Parties will make every effort to resolve them through negotiations.

- 11.3. Disputes that the Parties managed to resolve through negotiations are subject to resolution in the courts of Ukraine under the current legislation of Ukraine.
- 11.4. Parties, guided by Article. 27 of the Civil Procedure Code of Ukraine determined that claims against the Insurer should be considered by the court in Kyiv at the location of the Insurer.
- 11.5. The place of territorial jurisdiction is the relevant court in Kyiv at the location of the Insurer.

## **12. CIRCUMSTANCES OF NON-CUTTING FORCE (FORCE MAJEURE CIRCUMSTANCES)**

- 12.1. The Parties are released from liability for full or partial failure to fulfill their obligations under this Contract if such failure was the result of force majeure circumstances (force majeure) that occurred during the validity of this Contract.
- 12.2. The term "force majeure circumstances" for the purposes of the Contract means extraordinary events or circumstances that could not be foreseen and/or prevented by the Parties by means available to them, namely: the threat of war, armed conflict or a serious threat of such a conflict, including, but not limited to hostile attacks, blockades, military embargoes, actions of a foreign enemy, general military mobilization, hostilities, declared and undeclared wars, actions of a public enemy, indignations, acts of terrorism, sabotage, piracy, riots, intrusions, blockades, riots, curfews, expropriation, forced seizure, seizure of enterprises, requisition, public demonstration, blockade, strike, accident, illegal actions of third parties, epidemic, quarantine, fire, explosion, long interruptions in transport, regulated by the conditions of the relevant decisions and acts of state authorities, closed sea straits, embargo, prohibition (restriction) of export/import, etc., any prohibition or restriction of monetary settlements by the National Bank of Ukraine, and also caused by exceptional weather conditions and natural disaster, namely: a strong storm, cyclone, hurricane, tornado, hurricane, flood, snow accumulation, ice, hail, frost, freezing of the sea, straits, ports, passes, earthquake, lightning, fire, drought, subsidence and landslide, other natural disasters, etc.
- 12.3. A Party that cannot properly fulfill its obligations under this Contract as a result of force majeure circumstances must, as soon as possible, but no later than 3 (three) working days, after it becomes 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 fulfillment of obligations under the Contract. Posting by the Insurer of a notice of the occurrence or termination of force majeure circumstances on its website <https://ekta.insure/> is considered proper notice to the Policyholder/Insured Person.
- 12.4. In case of failure to provide such notification, the Party that has not fulfilled its obligations shall be fully liable for the damage caused to the other Party.
- 12.5. After the termination of the force majeure circumstances, the Party that was unable to properly fulfill its obligations under the Contract as a result of such circumstances is obliged to notify the other Party of the termination of the force majeure circumstances.
- 12.6. Proof of the existence of force majeure circumstances and their duration are the relevant documents issued by the Chamber of Commerce and Industry of Ukraine.
- 12.7. In the event of force majeure circumstances, the fulfillment by the Parties of their obligations under this Contract is suspended for the period of existence of such circumstances.
- 12.8. If force majeure circumstances continue for more than 30 (thirty) calendar days, each of the Parties has the right to unilaterally terminate the Contract by notifying the other Party in writing at least 10 (ten) days before termination.

## INSURER

Additional Liability Company "EKTA Insurance Company"

Location: 03150, Kyiv, 5 Dilova St., building 2, letter B1

Legal entity identification code 42509958

Account UA 53 300119 00000 26502075502001 in Bank Alliance JSC, MFO 300119

Director  V.V. Spazhuk

