

PUBLIC OFFER ON ELECTRONIC VOLUNTARY COMPREHENSIVE INTERNATIONAL TRAVEL INSURANCE CONTRACT CONCLUSION

OFFER No. 001/OP_ENG

Kyiv

October 17, 2019

GENERAL TERMS AND CONDITIONS

12.1. This public offer (hereinafter – the Offer) is the official offer of the Insurer to an indeterminate number of capable individuals to conclude an electronic comprehensive international travel insurance contract (hereinafter – the Contract) with the Insurer.

12.2. The Offer is a standard form within the meaning of Article 634 of the Civil Code of Ukraine, which can be accepted by another person by adhering thereto.

12.3. The Insured is a capable individual who has adhered to this offer under the provisions of Articles 634, 642 of the Civil Code of Ukraine and concludes a contract with the Insurer by accepting this Offer.

12.4. The Contract is concluded in accordance with the Wording of Voluntary Medical Expenses Insurance approved by the State Commission for Regulation of Financial Services Markets of Ukraine under number 2117003, dated January 19, 2017 (License AB No. 547198, dated November 24, 2010), the Wording of Voluntary Accident Insurance approved by the State Commission for Regulation of Financial Services Markets of Ukraine under number 1093, dated June 26, 2018 (License AB No. 547191, dated October 24, 2010), the Wording of Voluntary Third Party Liability Insurance (other than provided by p. 12-14 of article 6 of the law of Ukraine ‘On Insurance’) edited approved by the State Commission for Regulation of Financial Services Markets of Ukraine under number 1513425, dated October 31, 2013 (License AB No. 547204, dated October 24, 2010), the Wording of Voluntary Financial Risks Insurance approved by the State Commission for Regulation of Financial Services Markets of Ukraine under number 1880137, dated December 21, 2007 (License AB No. 547212, dated November 24, 2010) (all together hereinafter – the Wording).

12.5. The fact of signing Part 1 of the Contract by the Insured and payment of the insurance premium is considered as an unconditional acceptance of the Offer.

12.6. At the request of one of the Parties, the Parties shall be obliged to reproduce the Contract on paper within 5 (five) working days after the date of submission of such written request.

SECTION 1. MEDICAL EXPENSES INSURANCE DURING TRAVELLING ABROAD

13. SUBJECT MATTER OF INSURANCE

13.1. The subject matter of insurance shall be property interests not contradicting to the effective law of Ukraine related to life, health of the Insured person and medical expenses of the Insured person and also extra expenses, which are directly connected with an insured event occurrence during the Insured person’s travelling abroad.

14. DEFINITIONS AND LIST OF INSURANCE RISKS AND INSURED EVENTS

14.1. The insurance risk shall mean an event that is probably and accidentally to take place and is insured.

Under the Contract the following risks are insured:

14.1.1. acute illness;

14.1.2. exacerbation of chronic illness;

14.1.3. health disorder of the Insured person resulted in an accident occurrence to the Insured person during the validity period of the Contract at the territory covered by the Contract;

14.1.4. death due to an acute illness, an exacerbation of chronic illness or an accident;

14.2. The insured event shall mean documented expenses of the Insured (the Insured person and/or the Authorized Insurer's specialized service (Assistance)) to be paid the cost of provided health and medical care, transportation and other services **selected by relevant insurance program**, while travelling, such as:

14.2.1. outpatient treatment and diagnostics, such as the emergency conservative and surgical treatment in clinics, polyclinics;

14.2.2. urgent inpatient treatment;

14.2.3. inpatient treatment after validity period expiration up to 15 (fifteen) days if it is necessary according to the medical indications;

14.2.4. emergency medical care (Ambulance);

14.2.5. emergency dental care;

14.2.6. expenses payment or compensation for purchase of the prescribed medications;

14.2.7. medical transportation to the medical facility if health does not allow moving independently;

14.2.8. medical transportation of the hospitalized Insured person from abroad to the closest medical institution in the country of residence in territory of Ukraine (medical evacuation);

14.2.9. repatriation of remains to the country of residence in territory of Ukraine in case of death;

14.2.10. burial costs in the country of temporary stay in case of death;

14.2.11. return fare of one the Insured person’s adult close relative from territory of Ukraine and his/her accommodation in a hotel if the Insured person stays in a hospital (inpatient care) in the country of temporary stay for more than 10 (ten) days;

14.2.12. early return of the Insured person’s children to the country of residence and, if necessary, escorted by a third party.

15. EXCLUSIONS FROM INSURED EVENTS AND INSURANCE LIMITATIONS

15.1. Exclusions from insured events are:

15.1.1. Treatment and diagnostic of chronic diseases, congenital malformations, deformations and chromosomal abnormalities, inherited diseases.

15.1.2. Tumours, diseases of endocrine system and organs (diabetes, thyroiditis, etc.), except conditions threatening the life of the Insured person.

15.1.3. Nervous system diseases (except for acute neuritis, radiculites, neuralgia), mental illness and related traumatic injury (psychopathy, neurosis, asthenic depressions, somatoform autonomic dysfunction, etc.) psychotherapy, speech therapy and phoniatrics treatment (care), use of neuroleptics, tranquilizers, antidepressants, hypnotics and sedatives drugs.

15.1.4. Venereal diseases and diseases transmitted mainly through sexual contact, immunodeficiency states, AIDS, immune disorders.

- 15.1.5. Systemic connective tissue diseases, degenerative and dystrophic changes, diseases and its complications (chondrosis, arthrosis, osteoarthritis, etc.).
- 15.1.6. Diseases of blood and blood-forming organs, chronic disease of peripheral vessels (varicose veins, obliterating endarteritis and atherosclerosis, chronic venous/lymphatic insufficiency, haemorrhoids, etc.).
- 15.1.7. Epidemic or pandemic diseases, dangerous infection, chronic persistent infections (ECHO, TORCH, etc.).
- 15.1.8. Acute and chronic radiation sickness.
- 15.1.9. Any health problems, complications or death as a result of failure to comply with physician's recommendations, side effects of drugs that were not prescribed by a doctor.
- 15.1.10. Disease or consequences (complications) of diseases of viral hepatitis and tuberculosis.
- 15.1.11. Hearing diseases and disorders (cerumen impaction appearance, complications because of cooling and/or water getting), except for acute illness.
- 15.1.12. Fungal and dermatological diseases, allergic dermatitis including those which caused by ultraviolet radiation and sunburns of I-st and II-nd degree, except cases when the immediate medical care for the Insured person's life saving is necessary.
- 15.1.13. Diseases and states arising before commencement of insurance period and/or at the territory of permanent residence, which led to medical or additional expenses during the trip; and diseases and states that arose after returning from a trip.
- 15.1.14. Further treatment if the Insured person refuses from medical evacuation to the country of residence.
- 15.1.15. Medical examination and services that are not reasonably necessary or medically urgent, or which are not included to the treatment prescribed by the doctor.
- 15.1.16. Services and treatments that can be deferred until return from a trip, including surgical operations, which may be replaced with course of conservative treatment until the end of a trip.
- 15.1.17. Vaccinations (except rabies vaccination, in case of a threat to the life of the Insured person), medical expertise, instrumental and laboratory tests unrelated to an insured event.
- 15.1.18. All kinds of plastic, reconstructive and cosmetic surgeries and procedures, all kinds of prosthetics and organ transplantation. Diagnosis and treatment of cellulite, obesity, metabolic syndrome.
- 15.1.19. Dental treatment, except emergency care.
- 15.1.20. Physiotherapy treatment, physical therapy and non-traditional methods of treatment, use of laser technology.
- 15.1.21. Artificial insemination, infertility treatment, menopausal syndrome, measures to prevent pregnancy.
- 15.1.22. Measures and expenses related to pregnancy maintenance, pregnancy over 26 (twenty six) weeks, childbirth, pregnancy diagnosis, abortion, prenatal care, menstrual disorders, endometriosis, except conditions threatening the life of the Insured person.
- 15.1.23. Treatment of injury received due to an intentional violation of the law by the Insured person.
- 15.1.24. Treatment of injury received due to a vehicle driving by the Insured person if the Insured person hasn't a driving licence.
- 15.1.25. Self-treatment, treatment by a person or institution who does not have appropriate permissions for medical activity in a country of temporary stay, as well as treatment of disease or injury caused by the intentional actions of the Insured person, including suicide attempts or intentional self-inflicted injuries.
- 15.1.26. Treatment of disease or injury caused by ionizing radiation, radioactive contamination of any origin or toxic or explosive materials of nuclear production or components of these substances.
- 15.1.27. Transport services (taxis, public transportation, etc.), except hospital emergency services or transport from hospital to hospital under medical transportation.
- 15.2. The Insurer shall not be indemnified the cost of treatment and the expenses for health and medical care, transportation and other services:
- 15.2.1. If the Insured person has been recognized incurably ill before the trip.
- 15.2.2. In cases occurred during a trip which has been made contrary to a doctor's advice or for the purpose of pre-planned or intended treatment abroad.
- 15.2.3. Related to the extra comfort, including: TV, telephone, air conditioning, hair cutter, massage, cosmetician, taxi etc.
- 15.2.4. Exceeding necessary, when health condition of the Insured person has gained so much (according to the medical indications) that it is possible independent returning (repatriation) to the country of residence or escorted by third party.
- 15.2.5. Any dental prosthetics including dental appliance and fake teeth providing (except urgent dental services in order to prevent complications during food eating).
- 15.2.6. Treatment in the country of temporary stay after the date when the medical transportation (repatriation) is possible according to the medical indications and physician's opinion who is authorized by the by Authorized Insurer's specialized service (Assistance).
- 15.2.7. Corrective or rehabilitative treatment, treatment at resorts, in rest houses, convalescent homes and other resort facilities.
- 15.2.8. Medical repatriation, if disease or injury is not serious enough (according to the medical indications) and treatment can be carry out in country of residence of the Insured person, and/or disease or injury does not prevent continuation of the travel or independent return of the Insured person to the country of residence.
- 15.2.9. Treatment in the country of residence of the Insured person.
- 15.2.10. Accommodation in a hotel and other costs of the Insured person's close relative if the Insured person stays in a hospital (inpatient care) in the country of temporary stay for less than 10 (ten) days due to an acute illness, an exacerbation of chronic illness, health disorder as the result of an accident.
- 15.2.11. Resulted from diving into the water using breathing apparatus (scuba).
- 15.2.12. Resulted from jumping from a height (parachute jumping, ropejumping, etc.) including jumping in water.
- 15.2.13. The Insured person didn't notify the Insurer/Authorized Insurer's specialized service (Assistance) about the insured event within 24 hours without good reasons.
- 15.2.14. The Insured person hasn't agreed on its further actions with the Insurer.

16. ACTIONS OF THE INSURED (THE INSURED PERSON) UPON OCCURRENCE OF THE EVENT HAVING SIGNS OF THE INSURED ONE

- 16.1. Upon occurrence of an event having signs of the insured one, the Insured person shall immediately, but in any event not later than in 24 hours:
- 16.1.1. Contact the Authorized Insurer's specialized service (Assistance) by the phone, which is specified in the Contract and receive recommendations for further action.
- 16.1.2. If the Insured person requires emergency medical care, and it is not possible to notify about it prior to receipt of medical care, such notification shall be made within 24 hours after receiving the necessary assistance. Such notice may be sent by any person who acts for and on behalf of the Insured person. Inability to notify the Insurer and/or the Authorized Insurer's specialized service (Assistance) shall be confirmed by the Insured person with documents.
- 16.1.3. Provide the Specialised service of the Insurer (Assistance) with the following information:
- name of the Insurance company;
 - this Contract number
 - full name of the Insured person
 - validity period of the Contract
 - address, telephone
 - detailed description of circumstances of an event and the nature of assistance required.
- 16.1.4. Follow all recommendations of the Authorized Insurer's specialized service (Assistance) regarding further actions after contacting it.

- 16.1.5. Take measures to minimize or prevent losses which resulted from the event having signs of the insured one.
- 16.1.6. If the Insured (the Insured person), under the Insurer's consent, had paid the cost of medical services or purchased medicine under prescription of the trusted Insurer's physician or the Authorized Insurer's specialized service (Assistance), the Insurer shall indemnify the amount spent, on the basis of documents confirming the amount of loss.
- 16.1.7. In case of insured event occurrence the Insured (the Insured person) may, at its discretion, pay for the cost of services provided under the Contract only if its expected costs shall not exceed EUR/USD 500.

17. DOCUMENTS CONFIRMING AN INSURED EVENT OCCURRENCE AND AMOUNT OF LOSS

- 17.1. The Insurer shall pay insurance indemnity on the basis of the following documents:
- 17.1.1. invoice of a medical institution (on a letterhead or with an appropriate stamp) specifying full name of the patient, precise diagnosis, date of admission, treatment duration, detailed data on provided medical services, diagnostics, medicines prescribed, stating their quantity and cost;
- 17.1.2. prescriptions that are written out to the Insured person by a treating doctor to purchase medicines with title of each medicine required;
- 17.1.3. itemized invoices for other medical services broken down by date and their cost;
- 17.1.4. documents confirming payment for medicines, provided medical services (cash records, receipts, receipts of funds, bank receipts, etc.);
- 17.1.5. documents of the Authorized Insurer's specialized service (Assistance) for costs related to the insured event;
- 17.1.6. in case of death of the Insured (the Insured person) – death certificates and documents on transfer of body or burial abroad;
- 17.1.7. certificates of the competent authorities, confirming the fact of occurrence (the reasons for occurrence) the event having signs of the insured one, according to the event occurred;
- 17.1.8. copy of the Insured's (the Insured person's) national passport;
- 17.1.9. copy of the Insured's (the Insured person's) international passport;
- 17.1.10. copy of identification number of the Insured (the Insured person);
- 17.1.11. original travel documents;
- 17.1.12. the Contract (original or a copy);
- 17.1.13. a claim for payment of insurance indemnity under the Insurer's form;
- 17.1.14. other documents on the Insurer's request to determine the nature, circumstances of the event having signs of the insured one, its consequences and amount of indemnity.
- 17.2. In disputed cases, the Insurer shall have the right to initiate and the Insured person shall be obliged to be medical or clinical examined in the medical facilities and/or expert institutions or with relevant experts, specialists or professionals.
- 17.3. The documents listed in p. 17 should be submitted in officially recognized language. If the documents are submitted in other languages, the Insured (the Insured person) have to provide the Insurer with an official translation into Ukrainian.
- 17.4. All specified documents shall be fully submitted in originals or copies, or in duly certified copies with the provision of originals for verification of their authenticity.

18. PROCEDURE OF INSURANCE INDEMNITY PAYMENT

- 18.1. A claim for payment of insurance indemnity shall be submitted by the Insured/ the Insured person within 15 (fifteen) calendar days from the date of return to the country of residence.
- 18.2. The Insurer shall pay insurance indemnity in the following ways:
- 18.2.1. By transfer of funds to account of the Authorized Insurer's specialized service (Assistance), which organized providing services on the basis of document confirming the fact of insured event occurrence and determining the cost of actually provided (required) medical care.
- 18.2.2 As indemnity to the Insured (the Insured person) of the cost of health care received if the Insured (the Insured person) paid for such care on its own under the Insurer's consent or if the cost of treatment does not exceed EUR/USD 500, subject to provision of all required documents specified in p. 17 of the Contract.
- 18.2.3. To the person who paid the cost of repatriation of the body of the Insured (the Insured person) if payment for such service was not carried out by the Authorized Insurer's specialized service (Assistance).
- 18.2.4. The Insurer shall indemnify the costs in accordance with selected insurance programs (Annexes hereto) for emergency medical care and services that have been provided to the Insured (the Insured person) during staying abroad and/or when travelling in Ukraine within the sum insured or limits of the Insurer's liability.
- 18.2.5. Insurance indemnity to the Insured person in Ukraine for services provided abroad is to be made in the national currency of Ukraine on the NBU official rate on the date of such expenses.

SECTION 2. TRAVEL ACCIDENT INSURANCE

19. SUBJECT MATTER OF INSURANCE

- 19.1. The subject of the Contract shall be the property interests of the Insured and/or the Insured person not contradicting the effective law of Ukraine and related to life, health and work ability of the Insured (the Insured person).

20. DEFINITIONS AND LIST OF INSURED EVENTS

- 20.1. Under the Contract an accident shall be considered a sudden, random, short-term event, independent of the will of the Insured person (the Insured), which actually occurred and resulted in health disorder (traumatic injury, accidental acute poisoning by poisonous plants, chemicals (industrial or household), poor quality of food, medicines; electric shock, frostbite, burns; ruptures (wounds) of organs or their extraction due to incorrect medical manipulations); tears (injury) of organs or their removal as a result of incorrect medical procedures) of the Insured person (the Insured) or its death.
- 20.2. Insured events shall include:
- 20.2.1. injury/health disorder of the Insured (the Insured person) due to an accident;
- 20.2.2. primary disability of the Insured (the Insured person) due to an accident;
- 20.2.3. death of the Insured (the Insured person) due to an accident.

21. EXCLUSIONS FROM INSURED EVENTS AND INSURANCE LIMITATIONS

- 21.1. Events shall not be considered as insured and payment of insurance indemnity shall not be carried out if events specified in p. 20.2. of the Contract have occurred as a result of:
- 21.1.1. Poisoning by drugs or toxic substances, alcohol or other substances that were used for the purpose of intoxication, except for cases where the use of such substance was the result of unlawful actions of third party.
- 21.1.2. Suicide of the Insured (the Insured person) or attempted suicide or intentional injury;
- 21.1.3. Self-medication or other medical intervention, carried out by the Insured (the Insured person) without medical prescription.
- 21.1.4. Diseases of the Insured (the Insured person) except tetanus, rabies and other diseases that are transmitted through bites of animals and insects.
- 21.1.5. Participation of the Insured (the Insured person) in strikes, riots, internal disturbances and etc.
- 21.1.6. Failure to comply with the rules (regulations) of safety standards or industrial hygiene.
- 21.1.7. Events that occurred during detention, arrest.
- 21.1.8. Events that occurred outside the territory of the Contract.

21.1.9. Mental disorders.

21.1.10. Any action of the Insured (the Insured person) made under alcohol, narcotic or toxic intoxication;

21.2. Insured events shall not include:

21.2.1. Death of the Insured (the Insured person) from diseases that were not the result of an accident

21.2.2. Exacerbation of a chronic disease, food poisoning.

22. ACTIONS OF THE INSURED (THE INSURED PERSON) UPON OCCURRENCE OF THE EVENT HAVING SIGNS OF THE INSURED ONE

22.1. Upon occurrence of an event that can be recognized as an insured event, the Insured (the Insured person) shall immediately, but in any event not later than in 24 hours consult the Authorized Insurer's specialized service (Assistance) by phone, which is specified in the Contract and receive recommendations for further action.

22.2. Within 15 (fifteen) days after end of travel the Insured (the Insured person) shall apply in writing to the Insurer and provide the documents necessary for a decision on payment of insurance indemnity.

23. DOCUMENTS CONFIRMING AN INSURED EVENT OCCURRENCE AND AMOUNT OF LOSS

23.1. In case of disability or injury (temporary health disorder) the Insured (the Insured person) shall provide:

23.1.1. written notice of insured event occurrence and claim for payment of insurance indemnity;

23.1.2. original or a copy of the Contract;

23.1.3. documents from medical institutions, namely: sick leave, medical certificate of disability (in the case of disability), certificate of outpatient (inpatient) treatment; medical report (emergency room);

23.1.4. documents identifying the beneficiary of insurance indemnity (passport, ID number);

23.1.5. certificates of the competent authorities (according to the event occurred);

23.1.6. MSEC (Medical and Social Expert Commission) certificate on disability;

23.1.7. accident report issued by officials relating thereto under the appropriate form;

23.2. In case of death of the Insured (the Insured person) the Beneficiary determined in accordance with the law, shall provide:

23.2.1. written claim for payment of insurance indemnity;

23.2.2. copy of the Contract;

23.2.3. certificate of cause of death and death certificate;

23.2.4. accident report under the appropriate form;

23.2.5. certificates of the competent authorities (according to the event occurred);

23.2.6. notarized certificate of inheritance (for heir);

23.2.7. documents, identifying the beneficiary of insurance indemnity (passport, ID number);

23.2.8. other documents on request of the Insurer.

23.3. If in order to receive insurance indemnity other documents are necessary, which are not possible to provide in a mentioned term (commercial court decision, certificate of inheritance, etc.) the Insured (the Insured person) or the Beneficiary (the Insured person's heir) shall provide them within 2 (two) working days after receipt from the relevant authorities.

24. PROCEDURE OF INSURANCE INDEMNITY PAYMENT

24.1. The Insurer shall issue a Claim report or make a decision to decline insurance claim in a term not exceeding 15 (fifteen) working days after receipt of all documents required for payment of insurance indemnity.

24.2. Insurance claim payment shall be made within a period not exceeding 15 (fifteen) working days from the date of decision to pay indemnity on the basis of a Claim report and shall be paid via the Insurer's cash desk, by postal order or transferred to a bank account specified by the Insured (the Insured person or the Beneficiary) in a claim for insurance indemnity payment.

24.3. The Insurer shall pay insurance indemnity:

24.3.1. in case of death of the Insured (the Insured person) due to an accident to the Beneficiary or heir - in amount of 100% of the sum insured;

24.3.2. In event of injury of the Insured (the Insured person) due to an accident and receiving disability group, indemnity shall be paid:

I group - 100% of the sum insured;

II group - 75% of the sum insured;

III group - 50% of the sum insured.

24.3.3. in case of injury of the Insured (the Insured person) – in a single payment in amount according to the table of “Insurance indemnity payments in event of injury or harm to internal organs and body parts” which is Annex 4 to the Wording.

SECTION 3. TRAVEL THIRD PARTY LIABILITY INSURANCE

25. SUBJECT MATTER OF INSURANCE

25.1. The subject of insurance shall be property interests of the Insured (the Insured person) not contradicting to effective law of Ukraine related to his/her liability to indemnify the harm/damage inflicted to the Third person's life, health and/or property during the Insured's (the Insured person's) travelling abroad.

26. DEFINITIONS AND LIST OF INSURED EVENTS

26.1. Under the Travel Third Party Liability Insurance the following risks are insured:

26.1.1. *Infliction of harm to the Third person's life and/or health* as a result of the actions during the Insured's (Insured person's) travelling abroad, namely:

26.1.1.1. injury/temporary disability of the Third person;

26.1.1.2. primary disability of the Third person;

26.1.1.3. death of the Third person.

26.1.2. *Infliction of damage to the Third person's property* as a result of the actions during the Insured's (Insured person's) travelling abroad.

26.2. The insured event is an event provided by the Contract, which occurred and as result of which the liability of the Insurer to indemnify the harm/damage inflicted to the Third person (Beneficiary) on the risks insured, an event is considered insured one under the following conditions:

26.2.1. the event took place during the validity period under the Contract and harm/damage to the Third person's life, health and/or property was inflicted;

26.2.2. In connection with the event, the Insured is presented with claims, lawsuits and/or complaints by Third person, in accordance with the legislation of Ukraine or the country the Insured's (the Insured person's) temporary stay during traveling abroad on harm/damage compensation inflicted to Third person's life, health and/or property by the Insured (the Insured person);

26.2.3. The fact of harm/damage infliction is to be substantiated and documented.

26.3. The Insurer pays the insurance indemnity:

26.3.1. on the basis of a court decision which has entered into force and obliges the Insured to indemnify the harm/damage inflicted to the Third person's life, health and/or property, or

26.3.2. on the basis of voluntary (pre-trial) settlement in case of presentation substantiated claims, lawsuits and/or complaints on harm/damage compensation inflicted to Third person's life, health and/or property by the Insured (the Insured person) with documentary evidence of the competent authorities and/or health care authorities when cause and effect relationship between the event having signs of the insured one and inflicted Third person's harm/damage is determined.

26.3.3. voluntary (pre-trial) settlement is possible only with the written consent of the Insurer for pre-trial settlement and any dispute non-existence between the Insured (the Insured person) and the Insurer on determination of cause and effect relationship between the event having signs of the insured one and inflicted Third person's harm/damage and an insurance indemnity amount calculation.

26.4. All claims, lawsuits and/or complaints caused by one event are considered to be as one insured event.

27. EXCLUSIONS FROM INSURED EVENTS AND INSURANCE LIMITATIONS

27.1. Insurance shall not cover and insurance indemnity shall not be paid, if an event directly or indirectly connected to:

27.1.1. intentional actions of the Insured (the Insured person);

27.1.2. intentional actions of the Third person aimed at the insured event occurrence;

27.1.3. covin of the Insured (the person whose liability is insured) and third party;

27.1.4. acts or non-acts of the Insured (the person whose liability is insured) with use of alcohol, narcotic or toxic substances;

27.1.5. violation of intellectual property rights: copyright, patents, rules of use of trademarks, labels, brands;

27.1.6. disclosure by the Insured (the person whose liability is insured) or use of confidential information for personal purposes;

27.1.7. negligence of the Insured (the person whose liability is insured) including if it causes increasing of the harm/damage. The negligence means that a person:

27.1.7.1. predicted the possibility of dangerous consequences of his/her acts (or non-acts) but irresponsibly counted on they'd not occur;

27.1.7.2. didn't predict the possibility of dangerous consequences of his/her acts (or non-acts) although his/her should.

27.2. The insurance events do not include:

27.2.1. the events related to contractual, economic and criminal liability of the Insured (the Insured Person) to third parties as well as damage inflicted to the environment;

27.2.2. damage or loss inflicted by the Insured (the Insured person) with any mode of motor transport usage;

27.2.3. damage or loss inflicted to the Insured's (the Insured person's) family members;

27.2.4. indirect harm to the Third person (including a penalty (fine, forfeit), moral harm and the image or reputation harm inflicted to the Third person) although they were caused by an insurance event or caused during participation in and/or preparation for sports competitions;

27.2.5. damage or loss related to the production, professional activity, physical labor or criminal actions of the Insured (the Insured person);

27.2.6. damage or loss arising out of a fact, situation, circumstances which prior to the commencement of the Contract were known to the Insured (the Insured person) or in respect of which the Insured (the Insured person) was able to provide for a claim against him;

27.3. The Insurer shall not indemnify the harm/damage inflicted to the Third person by the Insured unless such expenses have been agreed in writing with the Insurer.

28. SUM INSURED

28.1. The sum insured under the terms of Travel Third Party Liability Insurance during travelling abroad is specified in the individual part of the Contract, with the Limits and restrictions according to the p. 30. of the Contract.

29. ACTIONS OF THE INSURED (THE INSURED PERSON) UPON OCCURRENCE OF THE EVENT HAVING SIGNS OF THE INSURED ONE

29.1. Upon occurrence of an event having the signs of insured one, the Insurer (Insured person) shall:

29.1.1. within 24 hours after he/she become aware about harm/damage infliction to the Third person, which may cause the presentation of claims, lawsuits and/or complaints, to inform the Insurer on the phone number indicated in the Contract and within 2 (two) working days after the date of traveling abroad finishes to notify the Insurer in writing, with the following information:

29.1.2. circumstances, place, time the harm/damage was inflicted to the Third person;

29.1.3. name and addresses of all persons whom was harm/damage inflicted;

29.1.4. name and addresses of witnesses,

29.1.5. a description of the circumstances, nature, causes and consequences of the event that may be considered insured.

29.2. Provide the Insurer with the documents specified in p. 31 of the Contract, as well as other documents at the request of the Insurer, characterizing the circumstances of the event having signs of the insured one, confirming the guilt of the Insured and substantiating the amount of harm/damage inflicted;

29.3. Not to accept party or in full claims, lawsuits and/or complaints on harm/damage compensation inflicted to Third person's life, health and/or property without the written consent of the Insurer;

29.4. Within 2 (two) working days notify the Insurer in writing of the claims, lawsuits and/or complaints on harm/damage compensation inflicted to Third person's life, health and/or property, send copies thereof and copies of documents connected with these claims, lawsuits, complaints (summons to court, notices, subpoenas, letters, court rulings, etc.).

30. PROCEDURE OF INSURANCE INDEMNITY PAYMENT

30.1. The insurance indemnity amount shall not exceed the sum insured and the Limits and restrictions provided by the Contract on Travel Third Party Liability Insurance, calculated as follows:

30.1.1. on the basis of a court decision which has entered into force – in the amount to be paid by such court which has entered into force;

30.1.2. on the basis of voluntary (pre-trial) settlement with the written consent of the Insurer for settlement:

30.1.2.1. *Infliction of damage to the Third person's property* – in the amount of direct actual damage caused by loss or partial damage infliction to Third person's property, which is calculated as follows:

30.1.2.1.1. in case of loss of Third person's property – in the amount of its actual value minus depreciation;

30.1.2.1.2. in case of partial damage of Third person's property – in the amount of the necessary costs to bring it to the state in which the property was before the insured event occurrence minus depreciation.

30.1.2.2. *Infliction of harm to the Third person's life or health* – the insurance indemnity amount calculated as follows:

30.1.2.2.1. in case of injury/temporary disability of the Third person – amounted to the treatment expenses arising from harm inflicted to Third person's health, but not more than 10% of the sum insured;

30.1.2.2.2. in case of primary disability of the Third person – amounted to 50% of the sum insured;

30.1.2.2.3. in case of death of the Third person – amounted to 100% of the sum insured.

30.2. Within 15 (fifteen) working days (excluding weekends and holidays) after receipt of all required documents and information about the circumstances of the insured event occurrence and an insurance indemnity amount calculation, the Insurer shall decide to pay insurance indemnity and issue the respective Claim Report with the amount of an insurance indemnity, or shall decide to decline an insurance claim. After taking respective decision the Insurer:

30.2.1. Pay insurance indemnity within 15 (fifteen) working days (excluding weekends and holidays) after the date of signing the Claim report;

30.2.2. Provide decline claim written notice to the Insured and/or the Third person (if the Third person applied to the Insurer), specifying the reasons for refusal within 5 (five) working days after the date of such decision;

30.2.3. In case of substantiated necessity to conduct additional measures on event and circumstances investigation the Insurer shall have the right to postpone of insurance indemnity payment till such circumstances clarification will be done, but not more than 6 (six) months after the date of such decision.

31. DOCUMENTS CONFIRMING AN INSURED EVENT OCCURRENCE AND AMOUNT OF LOSS

31.1. For taking respective decision the Insured shall provide the Insurer with the following documents:

31.1.1. written notice of insured event occurrence under the Insurer's form;

31.1.2. the Contract (original or a copy) of the Insured;

31.1.3. certificates (documentary evidence) of the competent authorities (health care authorities), confirming the fact of occurrence (the reasons for occurrence) the event having signs of the insured one, according to the event occurred;

31.1.4. the documents confirming the amount of the harm/damage inflicted to the Third person;

31.1.5. claims, lawsuits and/or complaints on harm/damage compensation inflicted to Third person's life, health and/or property by the Insured (the Insured person) in which the cause and effect relationship between the event having signs of the insured one and inflicted Third person's harm/damage is determined, the nature of harm/damage and amount indemnity to be indicated;

31.1.6. written explanation of the Insured about the circumstances of the event;

31.1.7. other documents on the Insurer's request to determine the nature, circumstances of the event having signs of the insured one, its consequences and the amount of indemnity.

31.1.8. *On the basis of a court decision which has entered into force:*

31.1.8.1. the court decision (judgement) or decree which have entered into force and obligated the Insured to indemnify harm/damage inflicted to the Third person;

31.1.9. *On the basis of voluntary (pre-trial) settlement with the written consent of the Insurer for settlement:*

31.1.9.1. documents confirming harm/damage indemnification payment to the Third person on the basis of voluntary (pre-trial) settlement;

31.1.9.2. documents identifying the beneficiary of insurance indemnity.

31.2. For an insurance indemnity payment the Third person (suffered person, heirs) shall apply to the Insurer written claim for payment of insurance indemnity under the Insurer's form and the following documents:

31.2.1. *Infliction of damage to the Third person's property:*

31.2.1.1. documents confirming the amount of damage inflicted to the Third Party, namely the report/ conclusion on determining the value of material loss/damage made by an expert/ adjuster/ surveyor who has the appropriate qualification;

31.2.1.2. documents confirming the right to own and use damaged or destroyed property, the existence of legal grounds for an insurance indemnification;

31.2.2. *Infliction of harm to the Third person's health – injury/temporary disability of the Third person:*

31.2.2.1. original or notarized documents from medical institutions (sick leave, medical certificate, medical report, certificate of outpatient) with diagnosis and the term of the Third person's treatment);

31.2.2.2. documents confirming payment for treatment, medicines, provided medical services, medical transportation of the Third person and other expenses which are indemnified by the Insurer;

31.2.3. *Infliction of harm to the Third person's health – primary disability of the Third person:*

31.2.3.1. documents certifying disability group (Medical and Social Expert Commission certificate on disability).

31.2.4. *Infliction of harm to the Third person's life – death of the Third person:*

31.2.4.1. original or notarized certificate of cause of death and death certificate of the Third person;

31.2.4.2. documents confirming the right to inherit (certificate of inheritance);

31.2.4.3 documents confirming burial expenses;

31.2.5. documents confirming payment for provided medical services and treatment in medical institutions by the Third person;

31.2.6. documents confirming the criminal proceedings or decline initiating on the fact of harm inflicted to the Third person's life and health;

31.2.7. documents, identifying the beneficiary of insurance indemnity

31.2.8. other documents on the Insurer's request confirming the fact of an insured event occurrence and the amount of indemnity.

SECTION 4. TRAVEL CANCELLATION INSURANCE

32. SUBJECT MATTER OF INSURANCE

32.1. The subject of insurance shall be property interests of the Insured and/or the Insured person, which do not contradict the legislation of Ukraine related to the risk of losses due to cancellation or suspension of travel, organized by a tourism enterprise (hereinafter TE) under the terms of the contract for travel service, or other document certifying travel conditions.

33. DEFINITIONS AND LIST OF INSURED EVENTS

33.1. The insured event shall be the fact of incurred by the Insured's and/or Insured person's losses due to inability to travel or travel interruptions due to unforeseen and unintentional events and/or circumstances that occurred before the date of commencement of travel, namely:

33.1.1. Death of the Insured (the Insured person) or a member of its family (children, parents, wife/husband, full siblings);

33.1.2. Sudden health disorder: emergency surgery, stay in a hospital for more than 5 (five) calendar days inclusive, injuries of severe complexity of the Insured (the Insured person) or a member of its family, during the validity period of the Contract, if there is a medical prescription prohibiting travel and need for treatment (if there is no other capable direct relatives - in case of need to nurse injured family members of the Insured (the Insured person), infectious diseases that require isolated treatment (quarantine appointment);

33.1.3. Damage, destruction of property of the Insured (the Insured person) during the validity period of the Contract due to fire, explosion, natural disasters, illegal actions of third party in event if settlement of consequences of such damage requires the immediate presence of the Insured (the Insured person) at the place of an event and/or objectively impede the implementation of previously planned travel,

33.1.4. The need for participation of the Insured (the Insured person) in court and presence at hearings, if the Insured (the Insured person) is a defendant, witness or if presence is necessary under a court order, under condition that the fact of such hearing in the period of planned trip which objectively prevent its implementation, was not known to the Insured (the Insured person),

33.1.5. Official announcement of the country (region, city) of residence or the country of temporary stay (the place of booked travel: region, city) as a disaster zone, and in case of carriers strike, national unrest, epidemics, terrorist acts,

33.1.6. Cancel of airline flight due to closure of airspace over the territory of the country of temporary stay due to natural disasters and environmental influences,

33.1.7. Non-receipt of the Insured (the Insured person) of visa to the country of temporary stay in case of timely submission of full documentation, required to obtain a visa and which meets the requirements of the consulate (embassy) of the country of temporary stay subject to absence of previous visa refusal to a country, where trip for all Insured persons is planned;

33.1.8. Being late for the flight due to an accident, traffic accidents or breakdown of public transport (except taxis), on which the Insured (the Insured person) was going to the airport or railway station, and in case of late arrival of flight from another city;

33.1.9. The bankruptcy of the tour operator (provided that the tour operator is a resident of Ukraine) during the validity period of the Contract.

33.1.10. Insurance coverage shall apply only in cases provided under the selected insurance program (p. 7. Part 1 of the Contract)

34. EXCLUSIONS FROM INSURED EVENTS AND INSURANCE LIMITATIONS

34.1. Insurance shall not cover and insurance indemnity shall not be paid, if losses of the Insured (the Insured person) are caused by an event that:

- 34.1.1. is not defined as an insurance risk in the chosen insurance program (p. 7. Part 1 of the Contract), and / or took place prior before its inception or after expiry;
- 34.1.2. caused by circumstances of which the Insured (the Insured person) was aware or is expected to be aware, but failed to make efforts to avert the insured event occurrence;
- 34.1.3. occurred as a result of any acts of the Insured (the Insured person) in a state of alcoholic, narcotic or toxic intoxication, confirmed with documents in accordance with the law;
- 34.1.4. occurred as a result of epidemic, quarantine, infectious diseases of the Insured (the Insured person), family members, which could be prevented by pre-made vaccination and / or which is the result of violation of preventive quarantine measures after contact with a carrier of such infection;
- 34.1.5. occurred due to violation of the Insured (the Insured person) of laws, health regulations, sanitary and epidemic recommendations;
- 34.1.6. occurred as a result of mental illness of the Insured (the Insured person), a member of its family during the term of the Contract;
- 34.1.7. caused by military and associated risks (war, rebellion, revolution, civil unrest), any military manoeuvres, exercises or other military actions and their consequences, impact of mines, torpedoes, bombs, and other weapons of war;
- 34.1.8. caused by terrorist acts;
- 34.1.9. caused by the risks of nuclear energy and radioactive contamination; impact of ionizing radiation or contamination by radioactivity of any nuclear fuel, combustion or waste of nuclear fuel.
- 34.2. Insurance shall not cover losses incurred as a result of:
- 34.2.1. restriction or change of travel plans for any reason;
- 34.2.2. defer of travel / flight date for any reason.
- 34.2.3. The following persons shall not be accepted for insurance:
- 34.2.4. those with intend to go to the country of temporary stay for permanent residence, work and/or study;
- 34.2.5. those who have medical contraindications for health reasons.
- 34.3. The Insurer shall not pay insurance indemnity to persons who at the time of signing the Contract have fully or partially concealed from the Insurer the circumstances referred to in p. 40.2.1. of the Contract and / or provided false information that was important at conclusion of the Contract.
- 34.4. Declined visa shall not be considered as an insured event in case if application to conclude this Contract was provided to the Insurer later than in 15 (fifteen) working days before the planned trip.
- 34.5. The Insurer shall not cover:
- 34.5.1. fines, late payment interests and other penalties;
- 34.5.2. cost of indemnification for moral damages, lost profits;
- 34.5.3. difference in exchange rates.

35. SUM INSURED. INSURANCE PREMIUM. VALIDITY PERIOD AND TERRITORY OF THE CONTRACT

- 35.1. Maximum sum insured for this type of insurance shall not exceed the amount equivalent to EUR / USD 7 000 (seven thousand) for each Insured person specified in the Contract for travel services.
- 35.2. International contract of comprehensive travel insurance covering financial risks insurance of losses incurred due to cancellation or interruption of trip shall be concluded in a period not less than 14 (fourteen) calendar days before the beginning of a trip and shall include medical travel expenses insurance and accident travel insurance.
- 35.3. The insurance premium hereunder shall be paid in one instalment and before the Contract inception.
- 35.4. The Contract shall enter into force on the date of commencement of its action, but not before 00 hours 00 minutes (Kyiv time) on the date, following the date of payment of the insurance premium in full amount.
- 35.5. The validity of the Contract expires after crossing the border of the country of residence by the Insured (the Insured Person).
- 35.6. If the Insured fails to pay the insurance premium in terms of the Contract, or paid the insurance premium partially, then the Contract shall be deemed invalid.
- 35.7. The territory of the Contract shall be the territory referred to in p. 10 of the Contract.

36. ACTIONS OF THE INSURED (THE INSURED PERSON) UPON OCCURRENCE OF THE EVENT HAVING SIGNS OF THE INSURED ONE

- 36.1. In case of an event specified by this Contract, which has signs of an insured event, the Insured (the Insured person) shall:
- 36.1.1. as soon as possible, but not later than in 24 hours to notify the Insurer of an event occurrence that has signs of an insured event (by emergency phone, which is specified in the Contract);
- 36.1.2. contact the TE with notice of travel cancellation to receive information on penalties, accommodation hotel name and airline, which was to make transportation of the Insured (the Insured person);
- 36.1.3. within 2 (two) working days (excluding weekends and holidays) from the date of event occurrence that has signs of an insured event, notify the Insurer in writing;
- 36.1.4. take all possible measures and actions to prevent and reduce the amount of damage caused as a result of an event that has features of an insured event (to contact the TE as soon as possible, and if possible, to postpone the date of travel);
- 36.1.5. take measures to receive and transfer to the Insurer all necessary documents required under p. 37 of the Contract for assessing the amount of damage caused, by referring to (as many times as needed) the competent authorities to receive additional documents and information;
- 36.1.6. provide written explanation on the Insurer's requests related to an event that has signs of an insured event.

37. DOCUMENTS CONFIRMING AN INSURED EVENT OCCURRENCE AND AMOUNT OF LOSS

- 37.1. To recognise an event as an insured event and to calculate the amount of insurance indemnity, the Insured or the Beneficiary or the Insured person who, in accordance with the effective law of Ukraine, is entitled to receive insurance indemnity (is the recipient of an insurance claim payment), depending on the nature and circumstances of an event, that has signs of an insured event, shall provide the Insurer with:
- 37.1.1. written notice of an event occurrence that can be recognized as an insured event;
- 37.1.2. written claim for payment of insurance indemnity under the Insurer's form;
- 37.1.3. TE's official document confirming the fact of event occurrence, that has signs of an insured event;
- 37.1.4. copy of the Contract;
- 37.1.5. copy of identification code certificate, and copies of national and international passports of the Insured person;
- 37.1.6. documents to prove relationship of the Insured (the Insured person) and family member (in case of insurance risk occurred with a family member of the Insured);
- 37.1.7. copy of a contract for travel services;
- 37.1.8. documents confirming payment of consulate fee, travel services (checks, receipts);
- 37.1.9. documents confirming the return of payment by Travel agency to the Insured applying penalties (return payment calculation and cash order, etc.);
- 37.2. Depending on the nature of event and circumstances of occurrence, such documents may also be provided:
- 37.2.1. death certificate or a certificate of inheritance, certified in accordance with the law;
- 37.2.2. certificate of medical institutions, extract from a medical record, certified with a signature of responsible person and seal of a medical professional, or sick leave;
- 37.2.3. documents confirming the right of ownership, use and disposal of damaged (destroyed) property;

- 37.2.4. documents issued by the relevant competent authority (certificate of fire protection service, seismic or meteorological service, departmental emergency gas service, electric service, MIA investigators, Ministry of Emergency Situations, etc.);
- 37.2.5. original court's notice of case hearing appointment;
- 37.2.6. copy of the court decision on appointment of a date and time of hearing (summons);
- 37.2.7. extracts from several public sources (magazines, newspapers, their internet pages), indicating the recognition of a country (region of the country) as a disaster zone with date of occurrence and relevance of the event at the date of departure to the country of temporary stay;
- 37.2.8. extracts from several public sources (magazines, newspapers, their internet pages), indicating the closure of airspace over that country, where the trip was planned, indicating the disaster and occurrence date;
- 37.2.9. airlines schedule confirming flight cancellation of the Insured (the Insured person);
- 37.2.10. official denial of consular services of the embassy, which shall be certified by the authorized signature and seal of the embassy;
- 37.2.11. original international passport with stamp of visa refusal (if any);
- 37.2.12. other documents or information requested by the Insurer needed to determine the circumstances and causes of an insured event and the amount of loss.

Documents submitted to receive insurance indemnity shall be valid, provided in extent required by the Insurer (its representative), properly issued and certified.

30.2.13. Taking into account the characteristics of a particular insured event, the list of documents evidencing an insured event occurrence and amount of damage may be reduced under agreement between the Insurer and the Insured.

38. INSURANCE INDEMNITY AMOUNT CALCULATION

38.1. Amount of damage shall be determined by the Insurer on the basis of one or more documents listed in p. 37 of the Contract.

38.2. Insurance indemnity shall be determined as the difference between the actual costs incurred by the Insured due to purchase of travel services package at the moment of event occurrence, which has features of an insured event, and the amount returned by the TE applying penalties under contract for travel services.

38.3. The insurance indemnity in any case shall be paid within the sum insured, less:

38.3.1. deductible amount, provided for in p. 9 of Part 1 of the Contract, if the penalties of TE shall not exceed 85% of eligible costs incurred by the Insured (the Insured person) to purchase a package of travel services. Where the penalty is not less than 85% - the Insurer shall pay insurance indemnity amounting to 75% of eligible costs incurred by the Insured (the Insured person).

38.3.2. amounts indemnified by third party;

38.3.3. amounts indemnified by another Insurer under such insured event. If property losses are insured with several Insurers and aggregate sum insured exceeds their actual size, insurance indemnity to be paid by all Insurers shall not exceed the actual amount of loss. In this case each Insurer shall pay indemnity pro rata the amount of the sum insured under the insurance contract concluded by it.

39. PROCEDURE OF INSURANCE INDEMNITY PAYMENT

39.1. The amount of insurance indemnity shall be paid upon complete establishment of the causes and amount of loss. Payment of insurance indemnity shall be made under the Contract on the basis of the Insured's claim and Claim report, which shall be issued and signed by the Insurer (its representative).

39.2. Within 15 (fifteen) working days after receipt of all required documents and information about the circumstances of the insured event occurrence, the Insurer shall decide to pay insurance indemnity and issue the respective Claim Report, or shall decide to decline an insurance claim.

39.3. In case of decision to pay insurance indemnity, payment to the Insured shall be made within 15 (fifteen) working days after the date of signing the Claim report.

39.4. If it is decided to decline an insurance claim, the Insurer shall provide a written notice to the Insured of such decision, specifying the reasons for refusal within 15 (fifteen) working days after the date of such decision.

39.5. The Insurer shall have the right to postpone payment of insurance indemnity, if:

39.5.1. the Insurer has doubts about validity of the information and documents provided by the Insured. Term of decision on recognition of an event as insured shall be extended for a period of the Insurer's receiving supporting documents from organizations, enterprises and institutions that have the necessary information, but such period shall not exceed 90 (ninety) calendar days after receipt of all necessary documents and information about circumstances of an insured event occurrence;

39.5.2. if the documents provided shall not allow establishing the circumstances, causes, and amount of loss. In this case the Insurer shall have the right to assign an investigation to establish the circumstances and causes of losses. In this case a Claim report shall be executed by the Insurer within 3 (three) working days after receipt by the Insurer of final results of such investigation, but not later than in 90 (ninety) calendar days from the date the Insured's claim for payment of insurance indemnity.

39.5.3. if internal affairs authorities initiated a criminal case regarding the Insured, related to an event that can be recognized as an insured event - until the end of criminal proceedings.

SECTION 5. GENERAL INSURANCE TERMS AND CONDITIONS

40. RIGHTS AND OBLIGATIONS OF THE PARTIES

The Insured shall have the right to

- 40.1.1. to get acquainted with the terms and conditions of the Contract and the Wording;
- 40.1.2. receive insurance indemnity in case of insured event under the terms of the Contract and the Wording;
- 40.1.3. to amend the terms of the Contract and to early terminate the Contract under conditions stipulated by Wording and the Contract;
- 40.1.4. submit a written application to the Insurer for issue of a duplicate Insurance contract, if it is lost during the validity period of the Contract. After issuing a duplicate the lost copy of the Contract shall be invalid and insurance indemnity shall not be paid under it;
- 40.1.5. to appeal in accordance with the effective laws of Ukraine the Insurer's refusal to pay insurance indemnity or the amount of insured indemnity paid.

The Insured shall be obliged to

- 40.2.1. at the conclusion of the Contract to provide the Insurer with all needed reliable information to assess the insurance risk and execute the Contract;
- 40.2.2. notify the Insurer of all contracts entered into before or concluded regarding the subject matter of the Contract;
- 40.2.3. to timely pay the insurance premium in amount and terms set by the Contract.
- 40.2.4. upon changes in the degree of risk or other significant circumstances concerning the subject matter hereof, upon detection of any circumstances that have led or may lead to the insured event occurrence, to notify the Insurer in writing within 2 (two) working days;
- 40.2.5. in case of amendments and additions to the contract of travel services - notify the Insurer in advance in writing;
- 40.2.6. in the case of total or partial indemnification of damages by third party or reduction of losses in any other way, immediately (but not later than in 5 (five) working days (excluding weekends and holidays) notify the Insurer in writing;
- 40.2.7. assist the Insurer in investigation of circumstances of event occurrence, which has features of an insured event;
- 40.2.8. during the period specified in the Contract, to inform the Insurer in writing of events occurrence that may be considered as insured events.
- 40.2.9. to keep confidential relationship with the Insurer, not allow disclosure of information being a trade secret to third party.
- 40.2.10. Give the Insurer the opportunity to participate in the settlement of the claim, lawsuit and/or complaint.
- 40.2.11. If the case on the event having signs of insured one is referred to a court, the Insured (the Insured person) is obliged to authorize the Insurer (provide with power of attorney) to settle the case and represent his/her interests in all courts.

40.3. *The Insurer shall have the right to*

- 40.3.1. to verify the information provided by the Insured, to request additional documents essential for determination of the degree of risk, and to verify documents of the Insured with respect to issues relating to the Contract at any time of its validity period.
- 40.3.2. in case of increase in the degree of risk regarding the subject matter of the Contract, to require the Insured to make amendments to the Contract, including payment of additional insurance premium or to terminate the Contract after the Insured's refusal, under the terms hereof;
- 40.3.3. independently investigate the causes and circumstances of an insured event, request the Insured to provide information required for establishing the fact of occurrence and circumstances of an insured event or amount of insurance indemnity, including information being a trade secret.
- 40.3.4. request competent authorities to provide the respective documents and information to confirm occurrence and cause of an insured event and the amount of loss;
- 40.3.5. deny or delay payment of insurance indemnity in cases stipulated by the Wording and the Contract;
- 40.3.6. initiate amendments and additions to the terms of the Contract and to early terminate the Contract in the manner and under conditions stipulated by the terms and conditions of the Contract;
- 40.3.7. demand return of insurance indemnity paid to the Insured, if the Insured received indemnity for damages from third party or in event of circumstances stipulated by effective law of Ukraine, conditions of the Wording and the Contract which in whole or in part deprive the Insured of its right to receive insurance indemnity.

40.4. *The Insurer shall be obliged to:*

- 40.4.1. to familiarize the Insured with conditions of the Contract and the Wording;
- 40.4.2. make efforts to execute all required document for prompt payment of insurance indemnity to the Insured within 2 (two) working days after receipt of information about the insured event occurrence;
- 40.4.3. upon receiving notification from the Insured about the increase the degree of risk or other significant circumstances concerning the subject of Insurance contract, to make amendments to the Contract within 5 (five) working days or to terminate it with written notification of the Insured in the manner provided by the Contract;
- 40.4.4. to pay insurance indemnity within the period stipulated by the Insurance contract upon insured event occurrence.
- 40.4.5. to keep the information about the Insured and its property confidential, except as provided by the legislation of Ukraine.
- 40.4.6. provide written notice to the Insured in case of refusal to pay insurance indemnity, giving reasons for such decision.

41. SUM INSURED. INSURANCE PREMIUM. VALIDITY PERIOD AND TERRITORY OF THE CONTRACT

- 41.1. Sum insured shall mean an amount of money within which the Insurer shall make insurance claim payments under the terms of insurance.
 - 41.1.1. The sum insured amounts under each type of insurance shall be determined by agreement between the Insurer and the Insured during execution of an Insurance contract or when making amendments thereto.
 - 41.1.2. A single sum insured shall be set for all services under each type of insurance based on limits of liability established by insurance programs.
 - 41.1.3. The total amount of insurance claim payments under insured events for individual services of an insurance program shall not exceed the relevant limits and the total sum insured set by the Contract.
 - 41.1.4. The Insurer shall not be liable or indemnify the portion of losses in excess of the sum insured (corresponding limit of liability) under provisions hereof.
- 41.2. The Insured shall pay insurance premium to the Insurer as payment for insurance.
 - 41.2.1. The insurance premium shall be paid in amount and within the period specified in the Contract.
- 41.3. The Insurance Contract shall enter into force from the date specified in the Contract as the day of inception of the Contract, but not earlier than the moment of payment of insurance premium to the Insurer's current account and crossing by the Insured/the Insured Person of the state border of Ukraine.
 - 41.3.1. The Insurance Contract is concluded for the duration of the trip, for a term not exceeding one year. Insurance coverage begins after crossing the state border of Ukraine by the Insured (the Insured Person), except for insurance of financial risks related to losses incurred as a result of cancellation of the travel (Section 3 of the Contract) and terminates after the Insured (the Insured Person) returns to the territory of Ukraine, but not later than the date specified in the Contract as the expiry date of the Contract. The Voluntary Comprehensive International Travel Insurance Contract is not valid in the country of permanent residence and in the country of nationality and/or citizenship of the Insured (the Insured Person).
- 41.4. The Insurance contract may establish a maximum number of days during which the Insurer shall be liable upon crossing the border by the Insured (the Insured person), namely: as a whole (total limit of stay abroad) and under one trip abroad (duration of one trip).
- 41.5. If at the end of the term of the Contract, return of the Insured (the Insured person) from abroad (or from a trip within Ukraine to its permanent residence) is not possible as a result of an accident or illness with appropriate medical conclusion, the Insurer's liability in the case shall be extended further for the period not exceeding 15 (fifteen) days from the date of expiry of the Contract. The Insurer shall not be liable for other cases that arose during the period.

42. REASONS FOR REFUSAL TO PAY INSURANCE INDEMNITY

- 42.1. The reasons for refusing to pay insurance indemnity shall be:
 - 42.1.1. intentional actions of the Insured (the Insured person) aimed at the insured event occurrence. The mentioned provision shall not apply to actions related to civil or official duty carried out in a state of necessary defence (not exceeding its limits) or defence of property, life and health. Qualification of such actions of the Insured (the Insured person) shall be determined in accordance with the effective law of Ukraine.
 - 42.1.2. commitment by the Insured (the Insured person) of an intentional crime, which led to the insured event;
 - 42.1.3. an event occurrence during war and war-like actions of any kind, civil unrest any anti-terroristic operations actions;
 - 42.1.4. submission by the Insured (the Insured person) of deliberately false information about the subject matter of the Contract (insurance) or the circumstances of an insured event occurrence;
 - 42.1.5. fraud or other acts of the Insured (the Insured person) aimed at obtaining illegal benefits from insurance;
 - 42.1.6. late notification by the Insured (the Insured person) about an event occurrence with signs of the insured one, without valid reason or creating obstacles to the Insurer in investigation of circumstances of insured event, in determining of the loss nature and amount;
 - 42.1.7. failure of the Insured to comply with obligations specified in the Contract;
 - 42.1.8. failure of the Insured to provide documents specified hereunder and required for decision to pay indemnity out;
 - 42.1.9. An event occurrence which are subject to Exclusions from insured events and insurance limitations indicated in p. 15, 21, 27, 34 of the Contract;
 - 42.1.10. late payment of the insurance premium;
 - 42.1.11. self-treatment or cases of treatment by a person who does not have appropriate medical education, medical treatment violation and failure to comply with doctor's recommendations;
 - 42.1.12. use medications without doctor's prescription;
 - 42.1.13. use of alcohol, narcotic or toxic substances.
- 42.2. The Contract shall not indemnify the expenses occurred as the result of:
 - 42.2.1. intentional self-inflicted injuries of the Insured person, suicide, attempted suicide, mental disorders in a dangerous stage (excluding attempts to rescue a human life);
 - 42.2.2. impact of ionizing radiation or nuclear fuel radiation, or any radioactive waste of its production or due to the impact of any radioactive, toxic or explosive materials of nuclear production or components of these substances;
 - 42.2.3. any type of vehicle (road, water or air) driving by the Insured person without proper training and a driving licence existence or vehicle control transferring to a person without proper training and a driving licence existence or influenced with alcohol, narcotic, toxic or hypnotic substances, or tranquilizers.

- 42.2.4. driving a motorcycle (motorbike) or a scooter (moped) if its engine capacity exceeds 50 cubic centimetres;
42.2.5. higher disability group receiving by the Insured person during the validity period of the Contract if compare with the III disability group, which has been taken before the commencement date of the Contract;
42.2.6. wagering (bet) or any risking actions by the Insured person on the wagering (bet) conditions;
42.2.7. other cases stipulated by the Wording and effective law of Ukraine.

43. THE PROCEDURE OF THE CONTRACT TERMINATION AND AMENDMENT

43.1. Validity of the Contract shall be terminated and null & void under the consent of the Parties, and also:

- 43.1.1. At expiration of the term of the Contract.
43.1.2. Upon the Insurer's full fulfilment of obligations under the Contract - after the date of final settlement between the Contract Parties.
43.1.3. Upon non-payment of the insurance premium by the Insured in the terms stipulated by the Contract.
43.1.4. In case of liquidation of the Insurer – legal entity or death of the Insured – private individual or loss of its capacity.
43.1.5. Upon liquidation of the Insurer in the manner specified by the effective law of Ukraine.
43.1.6. If the court has recognized the Contract as null & void.
43.1.7. In case of early termination of the Contract at the request of either Party – after the day, following the day indicated in the written notice of the fact of termination. The Parties shall be obliged to notify each other in writing about intention to terminate the Contract no later than in 30 calendar days before the date of termination of the Contract.
43.1.8. In other cases stipulated by the effective law of Ukraine.
43.1.9. The Contract may be terminated at the request of the Insured or the Insurer under the terms and conditions of the Contract.
43.1.10. In a case of early termination of the Contract on request of the Insured, the Insurer shall return to the Insured the insurance premium for the period remained until the expiry date of the Contract decreasing it by the expenses to maintain the case amounting to 40% of the insurance premium and by actual insurance indemnities which have been made under the Contract. If the request of the Insured is caused by the Insurer's failure to comply with insurance terms and conditions, the Insurer shall return paid insurance premium to the Insured in full.
43.1.11. In a case of early termination of the Contract on request of the Insurer, the Insured shall be refunded with full amount of the insurance premium paid. If the request of the Insurer is caused by Insured's failure to comply with the insurance terms and conditions, the Insurer shall return to the Insured the insurance premium for the period remained until the expiry date of the Contract decreasing it by the expenses to maintain the case amounting to 40% insurance premiums and by actual insurance indemnities which have been made under the Contract.
43.1.12. The Parties agreed that there shall be no refunds in cash if the insurance premiums were paid in cashless form in a case of early termination.
43.2. Amendments to the Contract shall be made under consent of the Insured and the Insurer based on application of either Party within 3 (three) business days of receipt of the application by the other Party and shall be executed in the form of an additional agreement which becomes an integral part of the Contract upon signature by the Parties. If the Parties fail to agree on making amendments to the Contract within this period, the Party requiring these amendments shall be entitled to early terminate the Contract. The Contract shall be terminated upon 30 (thirtieth) day from the date of written notification of any of the Parties on implementation of the other Party of its right to terminate the Contract in compliance with p. 43.1.11. – 43.1.12.

44. DISPUTE SETTLEMENT

44.1. Disputes arising hereunder shall be resolved through negotiations, and if no agreement is reached - in a court.

45. MISCELLANEOUS

- 45.1. Other relationships associated with insurance terms and conditions under the Contract, which are not regulated hereunder, shall be governed by the effective law of Ukraine.
45.2. By signing the Contract, in accordance with the Law of Ukraine "On personal data protection" dated June 01, 2010 No. 2297-VI, the Insured – private individual gives its irrevocable consent for processing of its personal data and personal data of the Beneficiary by the Insurer for the purpose of insurance operations and related financial and economic operations and for maintaining internal databases of the Insurer. The aforementioned processing may also be conducted by a third party, authorized by the Insurer under the effective law of Ukraine. The Insured certifies that it is acquainted with its rights granted in the Law of Ukraine "On personal data protection" No. 2297-VI dated June 01, 2010 and informed that after the conclusion of the Contract personal data of the Insured, the Insured person and the Beneficiary specified herein shall be included to the personal database of the Insurer.
45.3. With its signature the Insured confirms the fact of receipt from the Insurer, at conclusion of the Contract, all information in accordance with p. 2 of art. 12 of the Law of Ukraine "On financial services and state regulation of financial services" dated July 12, 2001 No. 2664-III (as amended and supplemented) in full. The Insured confirms that received information provides correct understanding of such financial services without forcing its purchase.
45.4. By signing this Contract, the Insurer confirms the right of the Insurer to demand from the Insured and the obligation of the Insured to provide the Insurer with information and/or documents necessary to fulfill the Law of Ukraine "On Prevention and Counteraction of Legalization (Laundering) of Proceeds from Crime, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction" requirements by the Insurer.
45.5. The Insurer is a profit tax payer as provided by the terms of clause 141 of article III of the Tax Code of Ukraine.
45.6. The Insurer is not a payer of value added tax in accordance with paragraph 196.1.3. of article 196 of the Tax Code of Ukraine.

INSURER

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/ Krasnorucky P.V. /

THE MAIN PROGRAMS PROGRAM (outside the territory of Ukraine)

Program	Expenses to be indemnified by the Insurer	Limits and restrictions
A1	Medical aid	Within the sum insured
	Medical transportation	EUR/USD 1 000
	Emergency dental care	EUR/USD 150
B1	Expenses under A1 program	Within the above limits
	Medical repatriation/posthumous repatriation	EUR/USD 10 000
C1	Expenses under B1 program	Within the above limits
	Expenses for visit of a close relative (if the Insured person stays in a hospital for more than 10 days)	Travel of one person in economy class. EUR/USD 400 in aggregate; Accommodation in a hotel for up to 5 (five) days with payment up to EUR/USD 50 per night of stay
	Early return in a case of death of the Insured person's closest relatives	Travel in economy class, EUR/USD 400
	Early return of the Insured person's children under 16 years	Travel in economy class, EUR/USD 400

Sum Insured EUR 30 000 (on the NBU official rate on the date of the Contract issue)

Program	Expenses to be indemnified by the Insurer	Limits and restrictions
"COVID19"	Expenses under A1, B1, C1 programs	Within the programs limits
	COVID19 Treatment namely: Diagnostics on doctor's prescription in case of COVID infection symptoms	EUR/USD 1 000,00 under A1 program EUR/USD 3 000,00 under B1 program EUR/USD 5 000,00 under C1 program
	Ambulance or the certified doctor call to provide emergency care due to the insured event	
	Medical transportation of the Insured person into the health care institution due to the insured event	

Travel Insurance Program D1 (For those travelling for work and/or study)

Program	Expenses to be indemnified by the Insurer	Limits and limitations
D1	Medical care	Within the sum insured
	Medical transportation	Within the sum insured
	Medical repatriation/posthumous repatriation	Within the sum insured
	Emergency dental care	EUR 150
Sum insured is EUR 30,000		
Special Terms and Condition of the Program:	1. Period of insurance – from 1 month to 1 year	
	2. The territory of the Contract – Europe, the countries of the Schengen Agreement	
	3. Age of the Insured Persons – From 14 to 64 years (inclusive)	
	4. Purpose of the trip – Work, study	

Medical expenses insurance F1 (outside the territory of Ukraine)

Program	Expenses to be indemnified by the Insurer	Limits and restrictions
F1	Medical aid	Within the 1% of the sum insured limit
	Medical repatriation/posthumous repatriation	EUR/USD 3000
The sum insured amounted to EUR/USD 30 000		
Other conditions of the	1. The program provides insurance for traveling abroad only on terms of obtaining Multivisa or visa for a period of 1 year	
	2. The Contract is valid only up to the first insured event	

Program	3. Territory covered – Europe, Schengen countries
	4. Age of the Insured persons shall be from 17 to 50
	5. Purpose of travel: Tourism, holiday; Work, education; Official/Business trip.

Travel cancellation insurance. Insurance risks under financial risks insurance program incurred due to travel cancellation

Insurance risks	
1.	Death of the Insured (the Insured person) or a member of its family, parents, mother, full siblings
2.	Sudden health disorder: emergency surgery, stay in a hospital for more than 5 (five) calendar days inclusive, acute injuries of severe complexity of the Insured (the Insured person) or a member of its family, during the validity period of the Contract, if there is a medical prescription prohibiting travel and need for treatment (if there is no other capable direct relatives - in case of need to nurse injured family members of the Insured (the Insured person), infectious diseases that require isolated treatment (quarantine appointment);
3.	Damage, destruction of property of the Insured (the Insured person) during the validity period of the Contract due to fire, explosion, natural disasters, illegal actions of third party in event if settlement of consequences of such damage requires the immediate presence of the Insured (the Insured person) at the place of an event and / or objectively impede the implementation of previously planned travel,
4.	The need for participation of the Insured (the Insured person) in court and presence at hearings, if the Insured (the Insured person) is a defendant, witness or if presence is necessary under a court order, under condition that the fact of such hearing in the period of planned trip which objectively prevent its implementation, was not known to the Insured (the Insured person),
5.	Official announcement of the country (region, city) of residence or the country of temporary stay (the place of booked travel: region, city) as a disaster zone, and in case of carriers strike, national unrest, epidemics, terrorist acts,
6.	Cancel of airline flight due to closure of airspace over the territory of the country of temporary stay due to natural disasters and environmental influences,
7.	Non-receipt of the Insured (the Insured person) of visa to the country of temporary stay in case of timely submission of full documentation, required to obtain a visa and which meets the requirements of the consulate (embassy) of the country of temporary stay, subject to absence of previous visa refusal to a country, where trip for all Insured persons is planned;
8.	Being late for the flight due to an accident, traffic accidents or breakdown of a public transport (except taxis) on which the Insured (the Insured person) was going to the airport or railway station, and in case of late arrival of flight from another city;
9.	Bankruptcy of a tour operator (provided that the tour operator is a resident of Ukraine) during the validity period of the Contract.

INSURER

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