

/ INSURANCE TERMS AND CONDITIONS

Розділ 1. ВИЗНАЧЕННЯ

Section 1. DEFINITIONS

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- 1.1. The Insurer PJSC “European Travel Insurance” situated at the address: Ukraine, 04071, Kiev, 5 Spasska St., office 15, acting under the Licenses 569332, 569336, 569337, 569338, 569339, issued by the State Commission for Regulation of Financial Services Markets of Ukraine on 18th of January 2011.
- 1.2. **The Insurance Contract** is a written treaty between the Insurant and the Insurer, which determines the Insurer's responsibility to pay insurance compensation to the Insurant or other person determined by the Insurant in the Insurance Contract and for the benefit of which the Insurance Contract is concluded (to arrange assistance, to pay for the service, etc.) in the event of the insured accident and the Insurant undertakes responsibility to pay insurance premiums in the determined terms and perform other conditions of the Contract.
- 1.3. Insurance coverage under this Contract provided according to the EU Council Decision 2004\17\EG on travel medical insurance
- 1.4. The Insurance Contract is comprehensive and contains the following types of voluntary insurance:
1.4.1. Section 2. Medical Expense Insurance;
1.4.2. Section 3. Accident Insurance;
1.4.3. Section 4. Public Liability Insurance;
1.4.4. Section 5. Trip Cancellation or Interruption Insurance;
1.4.5. Section 6. Luggage Insurance.
- 1.5. This Contract of Comprehensive Travel Insurance (hereinafter referred to as the Contract) shall guarantee to the Insured persons the possibility to obtain the first medical aid and other types of urgent treatment in the country of temporary stay in the event of the insured accident.
- 1.6. The Sections 1, 7-12 are general and extend on the whole Insurance Contract. The Sections 2-6 concretize the terms and conditions of the Contract on types of insurance.
- 1.7. **The Insured person** shall be understood as a natural person under the age of 80 years (on the date of the beginning of the trip) insured under this Contract. The Insured person may acquire the Insurant's rights and obligations.
- 1.8. **Members of the Insured person's family** shall be the Insured person's husband/wife, children, parents, whole brothers and sisters.
- 1.9. **The Insurance Sum** shall be understood as a sum of money, within the limit of which the Insurer shall be obliged to make payment in the event of the insured accident according to the conditions of insurance. For certain types of insurance and services specified in this Contract, the relevant limits of insurance sum limits have been determined (liability limits). Amounts and currency of insurance sums are set forth in the Insurance contract. Therewith, for financial risks insurance the Insurance Sum is indicated as common to all Insured persons under a specific contract. For the other types of insurance specified in the contract, the Insurance Sum is individual for each insured person.
- 1.10. **Deductible** shall mean a part of losses that shall not be compensated by the Insurer in accordance with this Contract. For certain types of insurance and certain insurance services, the amount of deductible shall be specified in the Contract.
- 1.11. **The Insurance Premium** (insurance payment) shall mean payment for insurance, which the Insurant shall be obliged to pay under the Insurance Contract. The Insurer shall have the right to apply charges or discounts for insurance premiums.
- 1.12. **Charges** shall be used in the event of insurance of persons from birth to 3 years old as well as aged between 65 and 80 years and persons, which during the term of validity of the Contract will be involved in sports and activities, professional or amateur sports, any high-risk activities or job with remuneration.

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with the Insured during the period (taking into account the number of insured days) and on the territory of validity of the Insurance Contract, upon occurrence of which the insured person incurred or may incur costs when providing him with urgent, qualified medical or other necessary assistance, namely:

- 2.2.1. applying to a medical institution and providing medical assistance to the insured person during the period of the Insurance contract in connection with an acute illness or injury, poisoning, accident, in order to obtain medical care and medical services within the limits and to the extent of insurance programs hereunder this Contract;
- 2.2.2. claim of Insured's heirs in case of death of the Insured due to sudden illness or accident during the period of the Contract, to cover the costs of repatriation of the Insured.

2.3. **The insured accident** shall mean documentary confirmed expenses for payment of cost of medical and other services stipulated by the Insurance Contract, provided to the Insured person as the result of the insured event.

Upon occurrence of the events specified in item 2.2.1 during the Travel Period, the Insurer pays or reimburses the following expenses:

- 2.4. **Program** includes the following list of services:
 - 2.4.1. payment of cost for provision of first (emergency) aid in place of accident, primary diagnostic actions, provision of medical aid with use of medicines in dosages necessary for the condition of the Insured person;
 - 2.4.2. payment for medical service and out-patient-polyclinic treatment; testing in the extent necessary for diagnosing; doctor's consultations;
 - 2.4.3. payment for the services connected with in-patient treatment, that is: doctor's consultations, diagnostics, treatment, urgent surgical interference, medicament provision, stay in standard wards, nourishment according to the standards approved in a certain medical institution. The Insurer shall pay for treatment abroad within the limits of its responsibility (insurance sum), established by the Contract, only up to the time when the Insured Person's state of health, by the doctor's decision, permits to evacuate him to the country of permanent residence;
 - 2.4.4. payment of the cost of COVID-19 rapid testing, COVID-19 laboratory tests, prescribed by the doctor in the presence of signs of the disease, as evidenced by the relevant medical report, as well as outpatient and inpatient treatment of the Insured person COVID-19
 - 2.4.5. payment for medicines used for emergency medical treatment or compensation of expenses in the event of self-purchase of medicines prescribed by the doctor in the drugstore;
 - 2.4.6. payment for urgent dental health service in amount not exceeding 1% of the sum insured under Medical Expense Insurance, namely: dental examination, X-Ray examination, tooth extraction or luting caused by acute inflammation of tooth soft tissues and/or adjoining tissues or craniocerebral trauma induced by an accident;
 - 2.4.7. payment for land transportation of the injured Insured person to the medical establishment in cases when the Insured person is unable to move by him/herself;
 - 2.4.8. payment for the treatment of the Insured person in a hospital for a period of up to 15 days after the expiration of the Insurance Contract, if this is necessary for medical reasons, however, the costs of medical evacuation are not covered;
 - 2.4.9. arrangement and payment for package of services connected with transportation and medical accompaniment of the Insured person, which is on in-patient care, from abroad to the medical institution nearest to the place of permanent residence, if there are medical indications for further in-patient treatment. The medical evacuation of the Insured person shall be performed only by written consent with the Insurer and

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during the term of the Insurance Contract. The Insurer shall not compensate for the expenses for prolongation of the treatment and rehabilitation of the Insured person after his return to the country of permanent residence. If the doctor, authorized by the Insurer, deems that evacuation of the Insured person is possible and the Insurant (Insured person) refuses it, the Insurer shall immediately discontinue payment for treatment of the Insured person.;

2.4.10. arrangement and payment for package of services connected with transportation of the remains (repatriation) of the Insured person to the custom border of the country of his/her previous permanent residence. The indispensable condition for arrangement of repatriation shall be providing by the relatives of the dead Insured person of the application that confirms their intention to take he remains after it crosses the border;

2.4.11. payment for burial of the Insured person in a country of place of death. Burial in a foreign country of the Insured person's body shall be carried out only with the written consent of the Insurer. In the event of burial of the Insured person in a country of place of death, the maximum amount of insurance compensation (liability limit) shall be established in the amount of 10% of the sum insured under Medical Expenses Insurance;

2.4.12. compensation for expenditures for telephone contact of the Insured person or the person representing his/her interest with the Insurer in order to inform about the insured accident. The maximum sum of such compensation shall not exceed UAH equivalent of 100 EUR/USD at the National Bank of Ukraine's exchange rate on the date of insurance payment.

N.B. In the event that the Insurant pays for the medicines, prescribed by the doctor, in a drugstore and for the first medical aid by himself, the Insurer shall compensate for such expenses of the Insurant (Insured person). Under the written consent shall be understood sending of transportation costs estimation to the Insurer by Internet, fax or other means of electronic data transmission and receipt of the written confirmation (guarantee) from the assistance company or the Insurer the same way

2.5. **Program** shall include the services indicated in Program A and additionally provides the following services:

2.5.1. Insurance of children without age limit (from birth) without additional charge (extra charge), payment of the costs of providing medical care with the involvement of, if it is necessary, highly specialized doctor pediatric doctors;

2.5.2. Payment of costs for the further outpatient treatment of the Insured person with COVID-19 disease for up to 15 days after the expiration of the Insurance Contract

2.5.3. payment of medical care for sunburn, allergic dermatitis of any origin within 1% of the sum insured specified in the insurance contract (insurance policy) for medical expenses insurance;

2.5.4. exacerbations of chronic diseases within 10% of the sum insured specified in the insurance contract (insurance policy) for medical expenses insurance;

2.5.5. payment of emergency gynecological care during pregnancy not exceeding 31 weeks within 10% of the sum insured specified in the insurance contract (insurance policy) for medical expenses insurance;

2.5.6. payment of the cost of medical expenses for preterm birth. The event will be recognized as insured event only if preterm birth began during the period of pregnancy not exceeding 31 weeks. In this case, the Insurer pays necessary medical expenses for outpatient and / or inpatient care, as well as medical and transportation expenses for transporting the insured person to a medical institution within 10% of the sum insured specified in the insurance contract (insurance policy) for medical expenses insurance;

2.5.7. payment of the cost of medical care to a newborn with preterm birth, if the preterm birth began during the period of pregnancy not exceeding 31 weeks. In this case, the Insurer pays necessary medical expenses for outpatient and / or inpatient care, as well as medical and transportation expenses within 10% of the insured amount specified in the insurance contract (insurance policy) for medical expenses insurance;

2.5.8. payment of medical care for diseases or injuries

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resulting from alcohol inebriation (excluding post-mortem repatriation). In this event, the Insurer shall indemnify for medical losses related to emergency medical care required to prevent an immediate threat to life or health, or expenses related to the relief of acute pain. In any case, the insurance payment in this event is made within 10% of the sum insured specified in the insurance contract (insurance policy) for medical expenses insurance. From the amount of insurance compensation deductible is deducted in the amount of 50 EUR / USD for each individual case;

2.5.9. payment of medical care provided for injuries or diseases resulting from acts of terrorism and natural disasters, including post-mortem repatriation;

2.5.10. Payment for hyperbaric therapy (pressure chamber), the Insurer pays out within 10,000 EUR / USD;

2.5.11. compensation of expenses for payment of immobilization devices prescribed by a doctor for injuries within 1% of the sum insured specified in the insurance contract (insurance policy) for medical expenses insurance. Within these insurance conditions, immobilization devices include crutches, orthoses, bandages and splints;

2.5.12. payment for transportation of the Insured Person, excluding medical evacuation, by the economy class to the country of permanent residence after outpatient treatment of COVID-19 or inpatient treatment of COVID-19 after the expiration of the Insurance Contract in the amount of not more than 250 EUR/USD. At the same time, the Insured Person should pass to the Insurer an unused ticket or funds returned by the carrier for refusing to transport due to illness;

2.5.13. payment for transportation, excluding medical evacuation, of the Insured person in economy class to the country of permanent residence after in-patient treatment after the end of insurance period. At the same time, the Insured Person should pass to the Insurer an unused ticket or funds returned by the carrier for refusing to transport due to illness;

2.5.14. payment in amount not exceeding 75 EUR/USD per 24 hours and for a period not exceeding 5 days for the prolonged staying of the Insured person abroad after expiration of the Insurance contract if after being discharged from the hospital the Insured person cannot return to the country of permanent residence. In this case, expenses are paid for 5 days of stay and only within the first 15 days after the expiration of the Insurance Contract;

2.5.15. payment in amount not exceeding 75 EUR/USD per 24 hours and for a period not exceeding 5 days for the prolonged staying in a hotel abroad of one Insured person's travel companion after expiration of the Insurance contract if the Insured Person receives in-patient care;

2.5.16. compensation for economy class return ticket and staying in a hotel within the period up to 5 days in amount not exceed 75 EUR/USD per 24 hours for one of the adult close relatives of the Insured person, the duration of latter's treatment in an inpatient hospital in the country of temporary stay exceeds 5 days;

2.5.17. payment of travel costs connected with return to the country of permanent residence and, if it is necessary, accompaniment of the Insured person's children aged under 16 in the event of the Insured person's hospitalization or death;

2.5.18. payment of travel costs of the Insured person's attendant to the country of permanent residence in the event of the Insured person's hospitalization or death;

2.5.19. payment of costs of search and rescue of the Insured person in mountains, at sea, in desert, jungle or other remote places, including expenses for the evacuation by helicopter from the scene to the hospital. The maximum amount (limit) of reimbursement for this item is up to 10% of the sum insured under Medical Expenses Insurance.

N.B. In the event that the Insurant (Insured person) pays for the mentioned services by himself, the Insurer shall compensate to the Insurant (Insured person) for such expenses in Ukraine.

2.6. Program C (Transport assistance) shall include the

2.6.1.	200 EUR/USD	conditions of the Program and additionally provides the following services:
	() ,	2.6.1. compensation for expenses in the amount of not more than 200 EUR/USD for transportation to the nearest service center of the Insured person's car that went out of service and cannot be safely used as a result of a sudden breakdown or traffic accident;
2.6.2.	() ;	2.6.2. reimbursement for travel costs of the insured driver and passengers in order to return to the country of permanent residence in the event the Insured persons' car was stolen or it went out of service because of traffic accident and cannot be safely used. Reimbursement is made for the costs for travel in economy class by regular public transport, except for air transport and taxi, that not exceeding 200 EUR/USD per each of the Insured persons;
	200 EUR/USD	2.6.3. compensation for expenses in the amount of not more than 200 EUR/USD for repair of a sudden breakdown or a damage inflicted to the Insured person's car as a result of traffic accident or reimbursement for keeping the car at the guarded parking lot provided the car cannot be repaired;
2.6.3.	200 EUR/USD	2.6.4. compensation for costs of the lawyer's services on protection the Insured person's rights after traffic accident. The maximum amount (liability limit) of reimbursement for the services specified in this item shall not exceed 10 % of the sum insured specified in the insurance contract for medical expenses insurance;
2.6.4.	10%	2.6.5. the insurance terms and conditions under the Program (Transport assistance) shall apply only to the Insured persons travelling by their own car in a proper technical condition, the service life of which shall not exceed a term of 5 years (that is determined from the release date).
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2.7.		2.7. Exceptions to insurance events and restrictions to insurance of medical expenses
2.7.1.		The Insurer shall not pay and reimburse the cost of treatment and services connected with the following illnesses and events:
2.7.2.		2.7.1. treatment of chronic diseases, congenital anomalies (hereditary defects), deformations and chromosomal abnormalities, even if they appeared periodically or were first discovered;
2.7.3.		2.7.2. neoplasms, endocrine diseases, diabetes;
2.7.4.		2.7.3. nervous system diseases (excluding neuritis), mental diseases and traumatic injuries caused by them;
2.7.5.		2.7.4. venereal diseases, immunodeficiency state, AIDS;
2.7.6.		2.7.5. diseases of blood system and blood-forming organs;
2.7.7.		2.7.6. epidemic and pandemic diseases;
2.7.8.		2.7.7. acute and chronic forms of radiation sickness;
2.7.9.	31	2.7.8. Medical care during pregnancy, with the exception of ectopic, interruption of pregnancy, and childbirth, if the person is not insured under program B;
2.7.10.		2.7.9. Medical care during pregnancy and childbirth with a gestational age of more than 31 weeks for the persons are insured under program B;
2.7.11.		2.7.10. Medical services related to the abortion of the Insured, with the exception of forced termination of pregnancy by medical indications;
2.7.12.		2.7.11. any health disorders, complications or death caused by failure to fulfill medical advice and also consequences of side effects of the medicines that were not prescribed by a physician, side effects of food additives;
2.7.13.		2.7.12. different types of viral hepatitis, tuberculosis or the consequences (complications) caused by them;
2.7.14.		2.7.13. diseases and disorders of organs of hearing, excluding their acute forms;
2.7.15.		2.7.14. fungal and dermatological diseases, as well as allergic dermatitis of any origin, sunburns of the first and second degree, if the person is not insured under program B;
2.7.16.		2.7.15. injuries or diseases that happened before the insurance period and/or in the territory of the permanent place of residence, even if they were first discovered, and that resulted in medical or additional expenditures during the travel, as well as diseases that happened after return of the Insured person from the trip;
		2.7.16. further treatment of the Insured if he/she refuses medical evacuation to the place of permanent residence. The parties agreed that the recording of a telephone conversation of the Insured or his relatives

Other countries	+420 221 860 652 or e-mail: help@euro-center.com	Euro-Center Prague
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and report:

Name and Last name of the Insured person;

Contact phone number;

Location (country, city, hotel etc.);

Number of the Insurance contract;

Inform what has happened and what kind of help do you need.

N.B. In this case the cost of provided medical and other services will be paid by the Insurer according to the Insurance contract

2.8.2. If you don't have the possibility to contact an assistance company or the situation requires an immediate decision regarding the need for urgent medical or other assistance, you should independently contact the nearest medical institution or a doctor for help and:

Show your Travel Insurance Contract (insurance policy);

If required, pay for the rendered urgent medical and other services;

Get all checks, receipts, and other proper documentation (see paragraph 2.8.4), justifying the fact of disease and amount of medical expenses;

Submit to the Insurer the Claim for compensation and documents provided by the Insurance Contract.

N.B. Attention!

In case of in-patient treatment it is necessary to inform the Insurer's Assistance partner and agree upon the costs within 48 hours from the moment of hospitalization, before making a payment for services;

If the cost of treatment (outpatient or inpatient) exceeds 1 000 EUR — in writing form agree upon the cost of treatment with assistance company or the Insurer before treatment. Under the written form shall be understood sending of notification about the treatment and cost estimation by Internet, fax or other means of electronic data transmission and receipt of the written confirmation (guarantee) from the assistance company or Insurer the same way.

2.8.3. In other cases related to the reimbursement of medical expenses during the trip, Insurant (Insured person) shall notify the insurer of the insured event no later than 30 calendar days from the date of its occurrence.

2.8.4. In case the Insured person pays for his medical services himself he/she should receive the following documents in the medical institution:

certificate-invoice from the medical institution (on a letterhead or with the appropriate stamp) indicating: the patient's Last name, exact diagnosis, date of addressing for medical aid, duration of treatment, detailed data on provided medical services, diagnostics, prescribed medicines with indication of their volume and cost;

doctor's prescriptions for the Insured person for purchase of medicines with indication of the name of each medicine;

detailed invoices for other services with the their split by date and cost;

documents confirming the fact of payment for medicines, provided medical and other services (cash settlement documents, sales receipts, bank receipts, etc.);

invoices for telephone calls (facsimile messages) with indication of a telephone number, date, time and cost of each call.

2.9. Terms and conditions of insurance payments:

2.9.1. Insurance compensation for medical services or other services stipulated by the Contract, arranged by the Insurer for the Insured person shall be performed by the Insurer without participation of the Insured person on the base of invoices rendered to the Insurer.

2.9.2. In case the Insurant (Insured person) pays for medical or additional services, the Insurer shall pay the insurance compensation to the Insurant (Insured person) on the basis of the Claim for compensation, which should be submitted within 30 calendar days from the event that occurred earlier: the end of the trip during which occurred the insured event or the end of the insurance contract (depending on which event occurred earlier), and the documents specified in the items 2.8.4 and 10.9.

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2.9.3. If the medical assistance to the Insured was provided without the participation of the Assistant Insurer and the medical institution refuses to receive a full or partial guarantee from Assistants, the Insured (Insured Person) must make such expenditures on its own and apply to the Insurer for the reimbursement of these expenses in accordance with p 2.9.2. of Insurance contract.

2.9.4. If on the expiry date of the Contract, the Insured person is still abroad, and her condition requires urgent medical assistance, but according to a medical opinion, the person is not subject to repatriation (evacuation) to the country of permanent residence, then the Insurer shall reimburse the expenses for further urgent in-patient treatment of the Insured person for the border for a period of not more than fifteen calendar days, provided that such costs do not exceed of insured sum.

2.9.5. In the event of trauma, traffic accident or breakage of the car, by which the Insurant (Insured person) traveled, the official protocol drawn in the country of temporary stay or certificate of accident, containing the following information, shall be additionally submitted to the Insurer:

names of officials who certified the accident and their respective powers;
addresses and/or telephone numbers of the persons who certified the accident;
detailed description of the accident and responsibility of the Insurant (the Insured person);
the state of health of the Insured person (possible alcoholic, drug or toxic intoxication).

2.9.6. In case the Insurant claims the damage inflicted by traffic accident or car breakdown, he/she shall provide the Insurer with the technical inspection conclusion.

2.9.7. In view of various circumstances of the accident, the Insurer shall have the right to require additional documents in order to prove the fact and circumstances of the insured accident and to determine the amount of the insurance compensation.

2.9.8. Documents are provided to the Insurer in Ukrainian, English, French, German, Polish or Russian. If documents are in a different language, official translation of these documents into Ukrainian is provided

Розділ 3. СТРАХУВАННЯ ВІД НЕЩАСНОГО ВИПАДКУ ПІД ЧАС ПОДОРОЖІ

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Section 3. ACCIDENT INSURANCE DURING A TRIP

3.1. **The subject of insurance** shall be the property interests with regard to the Insured person's life and health that do not run counter to the Ukrainian legislation currently in force.

3.2. **The insurance beneficiary** shall be the legitimate heir.

3.3. **Insurance risk** - an event that is provided by an insurance contract that has occurred and with the onset of which the Insurer has an obligation to make an insurance payment.

3.4. **The accident under this Contract** shall be understood as a sudden, accidental, short-term and unpredictable event that actually took place and as a result of which there was a disorder in the health of the Insured (Insured person) or his (her) death. Such events include: burn; frostbite; drowning; the effect of electric current; lightning strike; sunstroke; attack by intruders or animals; the fall of any object or the Insured (Insured person); accidental exposure to the respiratory tract of an extraneous body; injuries sustained during the movement of vehicles (car, train, tram, etc.) or during a crash; injuries sustained by using machines, mechanisms, weapons, and all kinds of tools, traumatic damage; accidental acute poisoning by poisonous plants, chemicals (industrial or household), poor quality food products, with the exception of foodborne toxic infections (salmonellosis, dysentery), drugs; tick-borne encephalitis (encephalomyelitis) or poliomyelitis; ruptures (injuries) of organs or their removal as a result of incorrect medical manipulations.

3.5. **The insured events** are listed below cases (with the exception of specified in p.3.6. of these conditions of

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insurance) that have occurred as a result of an accident that occurred during the validity of the insurance contract and is confirmed by documents issued by the competent authorities in the prescribed manner (medical institutions, court), namely receipt of the Insured (Insured person) of traumatic and other damages, and as well as other disorder of the Insured's health (Insured Person) as a result of an accident that resulted in:

3.5.1. Temporary loss by the Insured (Insured Person) of general working capacity for at least 5 days as a result of an accident (for unemployed persons - temporary loss of general working capacity means staying on an outpatient or inpatient treatment, at least 5 days as a result of an accident, with the exception of the period for rehabilitation treatment).

3.5.2. Stable loss by the Insured (Insured Person) of general disability (establishment of primary disability) as a result of an accident.

3.5.3. Death of the insured person as a result of an accident.

Attention!!! At the same time, traumatic damage includes: damage to the integrity of tissues, bones and organs as a result of fractures, strokes, burns, dislocations, ruptures, wounds of organs, electric injuries, as a result of mechanical force, chemicals, high or low temperature, electric and other energy.
Another health disorder is: accidental acute poisoning with poisonous plants, poor-quality products, medicines, except for intestinal infection (salmonellosis, dysentery, etc.); accidental acute poisoning by industrial chemicals as a result of an industrial accident; disease: tick-borne encephalitis, tetanus, rabies.

3.6. **Exceptions to insurance claims**, except those specified in p. 10.15 and p. 10.16, are:

3.6.1. diseases that are not the result of an accident of the Insured person (with the exception of tetanus, rabies, encephalitis, transmitted by tick bites);

3.6.2. medical rest, rehabilitation, sanatorium and health treatment, as well as spa treatments;

3.6.3. an accident resulting from an illness that is the result of a psychological reaction to a military event, internal disturbances, a terrorist act, a plane crash or fears associated with such events;

3.6.4. 4. an accident that occurs as a result of chronic or mental illness, even if it manifests itself periodically;

3.6.5. insurance of persons over 65 years of age without additional payment (margins);

3.6.6. injuries or illness due to an accident, which occurred as a result of a traffic accident, including using a car, bicycle, motorcycle, moped, hydro and quad bike, gyrostat, snowmobile, boat, motor boat, etc., if:

3.6.6.1. the insured person was driving a vehicle without an appropriate driver's license or in the state of alcohol, narcotic or toxic intoxication or under the influence of psychotropic and toxic substances;

3.6.6.2. The insured person transferred the management of the vehicle to another person who did not have the appropriate driver's license;

3.6.6.3. the insured person was in the vehicle (as a passenger), except for public transport operated by a person who was in a state of alcohol, narcotic or toxic intoxication or under the influence of psychotropic and toxic substances;

3.6.6.4. The insured person has neglected and did not use the means of safety (protection) both together and separately, such as: a safety belt, a helmet, a helmet, a life jacket, as well as other safety measures provided for by the rules of operation of the vehicle.

3.6.7. cases occurring before the conclusion of the Insurance Contract and / or the Agreement entered into after the start of the trip, as well as those that occurred after the expiration of its validity;

3.6.8. Death of the Insured (Insured Person) which is not a consequence of an accident.

3.7. **Actions in the event of the insured accident.** In the event of the insured accident the Insurant, Insured person or

the person representing the Insured person's interests shall immediately perform the actions stipulated by the item 2.8 of this Contract.

3.8. Terms and conditions of insurance payment:

- 3.8.1. The Insurant (Insured person) shall submit to the Insurer all the necessary documents within the period of 30 (thirty) days after the end of travel or medical treatment in order to take the decision on insurance payment.
- 3.8.2. The Insurer shall take the decision on insurance payment on the basis of the documents specified in the item 10.9, also on the basis of the following documents: the document certifying the identity of a person and his/her right to receive insurance payment; official report or certificate proving the fact of accident;
- 3.8.2.1. the temporary loss of overall efficiency of Insured person as a result of accident:
certificate issued by a medical institution which includes the name of the Insured person, diagnosis, date of request for medical aid, duration of treatment (except for period of rehabilitation treatment) signed and sealed by the person in charge (a physician), also bear the stamp of a medical institution;
- 3.8.2.2. in the event of primary disablement of the Insured person caused by the accident:
conclusion of the medical and social expert commission that the Insured person shall be assigned primary disablement as a result of the accident;
- 3.8.2.3. in the event of death of the Insured person caused by the accident:
copy of the death certificate;
copy of the inheritance certificate;
other documents that may be required by the Insurer.
- 3.8.3. The Insurer shall make insurance payment to the Insurant (Insured person):
- 3.8.3.1. in case of temporary deterioration of the Insured person's health – to the Insured (Insured Person) is in the amount of 0,5% of the insurance sum per each day of health deterioration (proved by documents), but not more than 30% in general;
- 3.8.3.2. in case of primary disablement:
disability group – to the Insured (Insured Person) is in the amount of 100% of the sum insured under Accident Insurance;
disability group – to the Insured (Insured Person) is in the amount of 75% of the insurance sum insured under Accident Insurance;
disability group – to the Insured (Insured Person) is in the amount of 60% of the insurance sum insured under Accident Insurance;
- 3.8.3.3. in case of death of the Insured person - to the Beneficiary in the amount of 100% of the sum insured under Accident Insurance.

Розділ 4. СТРАХУВАННЯ ЦИВІЛЬНОЇ ВІДПОВІДАЛЬНОСТІ ПІД ЧАС ПОДРОЖІ

Section 4. PUBLIC LIABILITY INSURANCE DURING A TRIP

- 4.1. The subject of insurance shall be the property interests of the Insurant (Insured person) relating to his/her liabilities for any damage undeliberate inflicted to the life, health or property of the third persons during travel abroad (except for travels with the aim of moving to another place of permanent residence) in the territory covered by the Insurance Contract.
- 4.2. As per the terms of public liability insurance, the insured accident shall be understood as an event when the third parties make their claims to the Insurant (Insured person) for compensating for the losses inflicted by the latter as a result of undeliberate and careless actions.
- 4.3. The general public liability insurance sum is specified in the Insurance Contract. The Insurer's limits of liability are set forth below (percent of the public liability insurance sum indicated in the Insurance Contract):
- 4.3.1. inflicting the damage to the third parties' property – 30%, including the limit of liability in the amount of 1%

4.3.2. 70%, 5%

4.4.

4.5. 10%

4.5.1. 10%

4.5.1.1.

4.5.1.2.

4.5.1.3.

4.5.1.4.

4.5.2. 10%

4.6.

4.6.1.

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4.6.5.

4.6.6.

4.3.2. % of the insurance sum in the event of unintentional damage of the rented sports equipment; causing the damage to life and health of the third persons – 70%, up to 5% of which is paid as compensation for pain and sufferings of the third person as the result of unintentional actions of the Insured person.

4.4. Provided the services of an interpreter [translator] or a lawyer are required by the Insured person to protect his/her rights during administrative or civil proceedings, the Insurer shall reimburse for their services the following amounts:
 interpretation [translation] services – up to 10% of the insurance sum;
 lawyer services – up to 10% of the insurance sum;

4.5. Expenses that shall be reimbursed by the Insurer:

4.5.1. Provided the insured accident entailing public liability happens to the Insured person, the Insurer shall consider the lawful requests to reimburse the following:

4.5.1.1. actual losses as a result of partial damage or destruction of property, which are determined as set forth below:
 destruction of property – in the amount of its actual cost minus depreciation and deductible;
 partial damage of property – in the amount of expenses required to bring property into initial condition before the insured accident minus depreciation and deductible;

4.5.1.2. damage inflicted to life and health of the third person within the aforementioned limit, but not exceeding:
 cost of medical treatment;
 part of salary of the injured party (in case of death) provided the latter had the persons under his/her care who were deprived of such part of salary;
 funeral expenses – in the event of the injured party's death;

4.5.1.3. damage unintentionally inflicted to the rented sport equipment during active rest, within the limits specified in item 4.3.1., which is determined by:
 .4.3.1. destruction of equipment – in the amount of its actual cost minus depreciation and deductible;
 partial damage of equipment – in the amount of expenses required to bring sport equipment into initial condition before the insured accident, but not exceeding its actual cost minus depreciation and deductible;

4.5.1.4. part of expenditures relating to the protection of civil rights of the Insured person provided the legal proceedings were instituted against the latter, in particular:
 cost of interpretation [translation] services (if necessary);
 lawyer services;

4.5.2. In any case the deductible shall be deducted from the amount of insurance compensation. The amount of deductible shall be determined as a percentage of the amount of damages under the certain claim, and stated in the Insurance Contract.

4.6. Expenditures, damage and losses that shall not be reimbursed by the Insurer. In compliance with terms and conditions of public liability insurance of the Insurant (Insured person), the insured accidents shall not include the following:

4.6.1. deliberate damage inflicted by the Insurant (the Insured person) personally or in conspiracy with the third party;

4.6.2. losses caused by contractual, economic and criminal responsibility of the Insurant (the Insured person) to the third parties as well as damage to the environment;

4.6.3. damage or losses caused by the Insurant (the Insured person) by means of using any type of a motor vehicle;

4.6.4. damage or losses inflicted to the Insurant's (the Insured person's) family members;

4.6.5. fines, penalties or other financial sanctions whatsoever, which are not directly caused by damage to the health or property of the third parties;

4.6.6. losses exceeding the amounts and sums stipulated by the current legislation of Ukraine and/or a country of temporary stay, also exceeding the insurance sum specified in this Contract.

4.6.7. damage or losses inflicted by means of taking part in

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info@eurotravelins.com.ua ()
: +38 044 299 78 87 (09.00 18.00 17.00),
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sport competitions, during preparation for such competitions or caused by active rest;
4.6.8. damage or losses caused by the productive or occupational activity, physical labor or criminal actions of the Insurant (the Insured person);
4.6.9. damage or losses caused by a fact, situation or circumstances known to the Insurant (the Insured person) before the insurance period, or with regard to which the Insurant (the Insured person) could have anticipated the possibility of instituting the legal proceedings against him/her;
4.6.10. moral damage or damage inflicted to the image or reputation of the third parties.
4.7. In the event of the insured accident, the Insurant shall take the following actions
4.7.1. Upon the occurrence of an insurance event, the Insurant (the Insured Person) is obliged, within 72 hours from the time of the occurrence of the insurance event, to notify the Insurer by e-mail info@eurotravelins.com.ua (day and night) and by phone specified in the contract: **+38 044 299 78 87** (during working hours from 09.00 to 18.00 Kyiv time, on Friday - until 17.00), as well as to submit a claim with the following detailed information:
way, place and time of causing damage to the third party,
names and addresses of the persons who suffered damage,
names, surnames and addresses of the witnesses,
description of damages or losses resulting from the insured accident and their location.
4.7.2. The Insurant shall provide the Insurer with the documents mentioned in the item 10.9 of the Contract and other documents describing the insured accident (testimonial evidence, statement of the injured party, certificate issued by the police, proposals on peaceful settlement etc.), undoubtedly proving the guilt of the Insured person and substantiating the amount of loss.
4.7.3. Provided the legal action is instituted against the Insurant (the Insured party), he/she shall **immediately send by e-mail to the address of the Insurer: info@eurotravelins.com.ua**, with further posting in writing to the address: 04071, Kyiv, post office box 24 - copy of the letter, ruling of a court, plaintiff's claim, subpoena and any other documents whatsoever received in connection with legal action.
4.7.4. If the provided case is brought to the court, the Insurant (the Insured person) shall, at the request of the Insurer, authorize (empower) the latter to plead the case and represent his/her interests in all judicial authorities. The case shall be considered in line with the laws of Ukraine or a country of temporary stay of the Insured person. The Insurer shall have the right, but in no case shall be obliged to undertake or conduct defense against any claim on behalf of the Insurant and has free discretion to prosecute any actions and to settle any claims. Having taken the defense against the claim, the Insurer shall have the right to refuse such defense.
4.7.5. In compliance with this Contract, the Insurant (the Insured person) shall not have the right (without consent of the Insurer) to hold any negotiations with the plaintiff or his/her representatives concerning pre-trial settlement of the case, to reimburse for the losses, to recognize fully or partially the plaintiff's claims with regard to the insured accident, also (without consent of the Insurer) to assume any direct or indirect obligations concerning settlement of the case.
4.8. Terms and conditions of insurance payment:
4.8.1. The insurance payment shall be made to the third party specified in court decision or to the Insurant (the Insured person) in case the latter (with the consent of the Insurer) personally compensated for the losses of the third party. The insurance sum, including all taxes, shall not exceed the public liability insurance sum specified in this Contract and the relevant liability limits of the Insurer.
4.8.2. Payment of insurance compensation shall be made in

Розділ 5. СТРАХУВАННЯ ФІНАНСОВИХ РИЗИКІВ, ПОВ'ЯЗАНИХ З ВІДМІНОЮ ЧИ ПЕРЕРИВАННЯМ ПОДОРОЖІ

Section 5. TRIP CANCELLATION OR INTERRUPTION INSURANCE

- 5.1. The subject of insurance shall be the property interests of the Insured person relating to his/her losses caused by cancellation or interruption of the trip in accordance with the Travel service contract or another document stipulating travel conditions.
- 5.2. When entering into an insurance contract for financial risks related to cancellation or interruption of travel, the insured amount is established by agreement between the parties based on the amount of expenses that the Insured has made for the organization of travel (purchase of a tourist product, payment of a consular fee, payment of the hotel's reservation number, apartments and t.p.), as well as the cost of tickets (aviation, railways, etc.).
- 5.3. The maximum insurance sums per terms and conditions of trip cancellation or interruption insurance under this Contract shall not exceed the equivalent of 10 000 EUR/USD (ten thousand) at the rate of the National Bank of Ukraine on the date of conclusion the Contract per each Insured person indicated in the Travel service contract or other document confirming the fact of booking and payment for the services. The Contract specifies the total Insurance Sum for all Insured persons under this Contract.
- 5.4. The Contract of Comprehensive Travel Insurance, that includes the option of voluntary trip cancellation or interruption insurance shall be concluded:
- 5.4.1. not earlier than 180 calendar days before the departure date;
- 5.4.2. can be concluded either with other types of insurance included in the comprehensive travel insurance, i.e. medical expenses insurance, accident insurance, public liability insurance or apart from them, unless otherwise agreed in the Contract;
- 5.4.3. for the term of at least 14 calendar days before the departure date, unless otherwise separately agreed in the contract;
- 5.4.4. shall be concluded with the persons under the age of 80, whose trip begins from the territory of Ukraine;
- 5.4.5. at the conclusion of the Contract for multiple trips, the condition of financial risks insurance applies only to the first trip.
- 5.5. **The insured accident** shall be understood as a sudden, unforeseen and accidental event which happened before the departure date of the trip and inflicted losses to the Insured person due to the impossibility to make a trip, namely:
- 5.5.1. death of the Insured person, his/her family member or travel companion. The family members of the insured person under the terms of this Contract are: father, mother, husband/wife, children, siblings. The travel companion of the Insured is any third person who travels together with the Insured on the same route, lives in the same hotel or apartment with the Insured for the same period of time and is also insured under one Contract of Comprehensive Travel Insurance with the Insured (the Insured person), which is included trip cancellation or interruption insurance;
- 5.5.2. trauma or sudden illness, including COVID-19, of the Insured person, his/her family member or travel companion that requires out-patient treatment;
- 5.5.3. trauma or sudden illness, including COVID-19, of the Insured person, his/her family member or travel companion that requires in-patient treatment;
- 5.5.4. destruction of the Insured person's property as a result of fire, natural disasters or illegal actions of third persons;
- 5.5.5. theft or damage to the vehicle, owned by the Insured person, his/her family member or travel companion by which it is planned to make a booked trip, as a result of road traffic accident, natural disasters or illegal actions

of third persons, thus becomes impossible to use it;

5.5.6.

5.5.6. participation of the Insured person in legal action in case if the Insured person was not informed of it before the moment of booking the trip;

5.5.7.

5.5.7. failure to obtain an entry visa by the Insured person, his/her family member or travel companion, accompanying the Insured person during the trip;

5.5.8.

5.5.8. delay in issuing visa to the Insured person, his/her family member or travel companion accompanying the Insured person during the trip;

5.5.9.

5.5.9. issuance of visa to the Insured person, his/her family member or travel companion for the term other than required to make a trip, thus it becomes impossible to make a booked trip;

5.5.7 - 5.5.9

Insurance contract under paragraphs 5.5.7 - 5.5.9 apply only to the residents of Ukraine and in cases when:

the full package of required documents was submitted for registration to a consulate in due time;
the Insured persons were not previously denied an entry visas.

5.5.10.

5.5.10. theft of the Insured person's, his/her family member's or travel companion's documents (tickets), passport, driving license or another documents, of which it was immediately notified to the police (Ministry of Internal Affairs authorities), thus it becomes impossible to make a trip;

5.5.11.

5.5.11. dismissal of the Insured person by the initiative of the employer when the trip is already booked on condition that labor laws were not violated by the Insured person;

5.5.12.

5.5.12. failure or inaction in work of machinery and other unforeseen technical problems with water transport (liner, motor ship) intended for making a booked and paid trip (cruise);

5.5.13.

5.5.13. cancellation of the trip as the result of missing a flight (train) from Ukraine for going on a paid trip as the result of accident, road traffic or another accident or breakdown of a vehicle (except for taxi) used by the Insured person to get to the airport (railway station), as well as the result of late arrival of flight (train), if it was also the part of the booked and altogether paid trip from the place of residence of the Insured person to the place of departure from Ukraine to abroad, provided that all requirements and recommendations of the carrier regarding the procedure and term of departure have been met;

5.6.

5.6. **The insured accident also shall be** understood as a sudden unforeseen interruption of the trip as the result of accidental, unpredicted and unintentional event which happened during the trip abroad and inflicted losses to the Insured person, namely:

5.6.1.

5.6.1. death, accident injury or sudden illness, including COVID-19, of the Insured person or Insured person's family member requiring his/her immediate presence;

COVID-19,

5.6.2.

5.6.2. destruction of the Insured person's property as the result of fire, natural disasters or illegal actions of third persons;

5.6.3.

5.6.3. refusal of entry into the country of destination to the Insured person, his/her family member or travel companion if such a refusal is motivated by a suspicion of the authorities of the country of the travel in the illegal labor migration of such persons or a suspicion of having COVID-19 disease, if this diagnosis is laboratory confirmed by the conclusion of a PCR test in Ukraine, which, in its turn, must be passed no later than 3 (three) days after returning to the place of permanent residence;

COVID-19,

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5.6.4.

5.6.4. failure or inaction in work of machinery and other unforeseen technical problems with water transport (liner, motor ship) intended for making a booked and paid trip (cruise) that caused the interruption of the trip.

5.7.

5.7. **The insured accident also shall be** understood as a sudden unforeseen and accidental event which inflicted losses to the Insured person, namely:

5.7.1. missing a flight (train) from Ukraine for going on a paid trip as the result of accident, road traffic accident or another accident or breakdown of a vehicle (except for

5.7.1. ... (),

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5.8.5. ... 5.5.1-5.5.11,

5.8.6. ... 5.5.1-5.5.11,

5.9. ...

5.9.1. ... (5.5.1-5.5.13)

5.9.2. ... (5.6.1-5.6.4) 30 30

5.9.3. ... (5.7.1.)

5.9.4. ... (5.7.2.)

5.10. ...

5.10.1. ... 5.5.1-5.5.13, 5.6.1-5.6.4

24

taxi) used by the Insured person to get to the airport (railway station), as well as the result of late arrival of flight (train), if it was also the part of the booked and altogether paid trip from the place of residence of the Insured person to the place of departure from Ukraine to abroad, provided that all requirements and recommendations of the carrier regarding the procedure and term of departure have been met;

5.7.2. delayed flight (train) arrival in Ukraine as a result of the accident, technical breakdown of the vehicle confirmed in written that caused a delay on the further internal transfer to the place of residence of the Insured person, if it was also the part of the booked and altogether paid trip directly to the place of residence of the Insured person;

5.8. **Exceptions to the insured accidents and limitations of insurance.** The insured accident shall not be the subject to reimbursement in the following cases:

- 5.8.1. trip was not recommended due to the Insured person's health problems;
- 5.8.2. the reason for the trip cancellation or interruption is phobias, any diseases, including chronic, mental and infectious diseases, organ transplantation, immunodeficiency state, AIDS, neoplasms that are acquired by the date of conclusion of the insurance contract, even if they were first discovered or appeared periodically;
- 5.8.3. cancellation or interruption of the trip is caused by the events and insured accidents, which are not specified in item 5.5 – 5.7 of this Contract.
- 5.8.4. the reason for the trip cancellation or interruption is to stay in self-isolation, quarantine, observation, etc. without establishing an appropriate diagnosis (including COVID-19), which requires the adoption of these measures;
- 5.8.5. The events specified in 5.5.1-5.5.11, which are grounds for cancellation of travel, occurred before or on the day of conclusion of the insurance contract in terms of insurance of financial risks;
- 5.8.6. The events specified in 5.5.1-5.5.11, which are grounds for trip cancellation, occurred after the restrictive measures in Ukraine (quarantine, state of emergency, martial law, closure of borders, cancellation of flights, etc.) that rendered travel impossible anyway

5.9. Terms of the contract of trip cancellation or interruption insurance:

- 5.9.1. The term of insurance in part of trip cancellation (items 5.5.1-5.5.13) is a period from the date of signing this Contract till the date of departure;
- 5.9.2. The term of insurance in part of trip interruption (items 5.6.1-5.6.4) is the period from the date of the beginning of the trip till the date of its expiration, if the duration of the trip is not more than 30 calendar days. If the travel lasts more than 30 calendar days, the insurance period cannot exceed the first 30 calendar days, unless otherwise agreed by the parties.
- 5.9.3. The term of insurance in part of travel delay (item 5.7.1.) is the date and time of departure, specified in travel documents from the airport, railway or bus station in Ukraine to the country of travel destination.
- 5.9.4. The term of insurance in part of delay of the flight on which the Insured person arrived to Ukraine (item 5.7.2) is the date and time of departure, specified in travel documents from the airport, railway or bus station in Ukraine for the further internal transfer to the place of residence. In case of the insured accident, the Insured person shall act as follows:

5.10. **In case of the insured accident, the Insured person shall act as follows:**

- 5.10.1. Upon the occurrence of the event envisaged in clause 5.5.1-5.5.13, 5.6.1-5.6.4 as a result of which made a decision to cancel or interrupt the trip, the Insured person or a person representing his/her interests, is obliged within 24 hours from the moment of onset such an event (the date of refusal to issue a visa, the beginning of the disease, death, delay in the plane, etc.) to notify the Insurer about it **by e-mail to info@eurotravelins.com.ua (round the clock)** and by calling +38 044 299 78 87 (excluding weekends and

info@eurotravelins.com.ua ()

+38 044 299 78 87 ()

09.00 18.00

– 17.00).

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5.5.13, 5.6.1-5.6.4,

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5.10.3.

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5.11.1.

5.11.2.

5.11.3.

EUR/USD

5.11.4.

(5.5.1 – 5.5.13)

5.11.5.

5.6.1 – 5.6.4)

5.11.6.

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5.11.7.

(5.7.2),

100 EUR/USD.

holidays days, during working hours from 09.00 to 18.00 on Kyiv time, on Friday - till 17.00). In case of failure to comply with the terms of the notification, to substantiate it in writing. The application must indicate the nature and circumstances of the insurance event, the name, address and details of the tourist activity that organized the trip, the date of departure, the cost of travel, the amount of funds paid to the subject of tourism activity, the address and telephone number of the Insured.

5.10.2. Within the period of 30 days since the date of the insured accident namely the events provided in p.p. 5.5.1-5.5.13, 5.6.1-5.6.4, which caused the refusal of the trip or its interruption (failure to obtain a visa or other reasons of cancellation of the planned trip, interruption of the trip or being late for flight (train)) the Insurant (Insured person) should submit the written claim to the Insurer. In the claim should be specified the reasons and circumstances of the insured event, the name, address and details of the trip and booking service providers, date of departure, the cost of the trip, the amount paid for the trip, also all necessary documents confirming the cause of the insured event, the amount paid and the amount of loss should be attached.

5.10.3. In case of death of the Insured person, the heir shall provide the Insurer the written claim within the period of 30 days since the date of accepting succession together with all necessary documents that substantiate reasons of the insured event and amount of losses

5.11. Expenses that shall be reimbursed by the Insurer:

5.11.1. The Insurer shall reimburse to the Insurant for that part of his assets that is included into insured sum and not returned by the travel service providers in accordance with the rates of penalties stated by them. The amount of insurance compensation cannot exceed the sum insured in UAH, calculated on the date the Contract conclusion.

5.11.2. For the residents of Ukraine the insurance compensation shall be paid in UAH.

5.11.3. For foreign residents of Ukraine the insurance compensation shall be calculated on the base of the sum insured in UAH and converted into EUR/USD at the rate of the NBU applicable on the date of the insured event.

5.11.4. In case of trip cancellation (p. 5.5.1.-5.5.13 of the Contract) the amount of insurance compensation shall be calculated as the difference between actual costs of travel services incurred by the Insured, including travel tickets, prepaid accommodation, etc., and the sum returned by travel service providers in accordance with the rates of penalties stated by travel service providers.

5.11.5. In case of interruption of the trip (item 5.6.1-5.6.4 of the Contract) – the sum of insurance compensation shall be calculated as the difference between actually incurred losses of the Insurant related to the booking of the package of travel services, including travel documents, advance payment for accommodation etc, and cost of the consumed travel services. The Insurer shall also reimburse for additional expenses related to return trip of the Insured person connected with trip interruption in economy class and within the unused part of the insured sum.

5.11.6. In the event the Insured person is late for the flight (train) from Ukraine (item 5.7.1. of the Contract), the Insurer shall reimburse for the reasonable expenses of the Insured person connected with accommodation, nutrition and transfer to the next airport (railway station) in the amount of 200 EUR/USD;

5.11.7. In case of late arrival of flight (train), on which the Insured person arrived to Ukraine (item 5.7.2 of the Contract), resulting in the Insurant being late for the further paid transfer directly to the permanent place of residence, the Insurer shall reimburse for the reasonable expenses of the Insured person connected with accommodation, nutrition and transfer to the permanent place of residence in the amount of 100

EUR/USD;

- 5.11.8. The amount of insurance compensation cannot exceed the amount of expenses incurred and must be within the limits of the insurance sum specified in the contract
- 5.11.9. Deductible making up 10% shall be deducted from the amount of insurance compensation, unless otherwise provided in the Contract.
- 5.12. **Terms and conditions of insurance payment.** The Insurer shall make insurance payment to the Insured person on the basis of the following documents:
- the Insurant's person claim for insurance compensation;
 - travel service contract with the travel service provider or other provider of services for the booked trip;
 - checks, receipts that prove payment by the Insurant of the cost of booked travel services;
 - documents issued by the travel service provider or other provider of services for the booked trip that confirm the booking and payment for services provided to the Insurant (Insured person);
 - documents that prove penalty sanctions as a result of cancellation of the trip issued by the transport companies, consulates, hotels and other organizations, the services of which are booked and paid for by the Insured person;
 - documents issued by the travel service provider or other provider of services for the booked trip concerning the amount returned to the Insurant as the result of cancellation of the trip;
 - document certifying the identity of the Insurant (in case of death – heir) and a copy of the identification code certificate;
 - in case of cancellation or interruption of the booked trip due to the insured events with the family members or companions of the Insured person, the copies of documents confirming kinship of the Insured person and the person with whom the insured event has happened (if such a person is not the Insured person), copies of comprehensive travel insurance contracts, travel documents, vouchers etc. of travel companions who were supposed to accompany the Insured person in the trip;
 - in addition to the above mentioned documents, the Insurant should provide the Insurer with the documents corresponding to the insured accident mentioned in the items 5.12.1 – 5.12.10;
- 5.12.1. in case of cancellation or interruption by the Insurant of the booked trip as a result of trauma, illness, death of the Insured person or his/her family member or travel companion (items 5.5.1 – 5.5.3 and item 5.6.1 of the Contract): official certificate of trauma (illness, treatment) issued by the medical institution and medical prescriptions, copies of the documents that prove kinship of the Insured person and person, as a result of disease of which the trip was cancelled (if such person is not the Insured person), copies of comprehensive travel insurance contracts of travel companions who were supposed to accompany the Insured person in the trip. In case of death of the person – the certificate of death and copy of the certificate of inheritance shall be provided to the Insurer.
- 5.12.2. in case of cancellation or interruption by the Insurant of the booked trip as a result of destruction of the Insured person's property (item 5.5.4 and 5.5.2 of the Contract): property title documentation, standard certificate issued by relevant authorities depending on the nature of the insured accident (law enforcement bodies, Ministry of Emergency Situations, emergency services, communal services, seismological services etc.) that proves the fact of the insured accident and the list of damaged or destroyed property;
- 5.12.3. in case of cancellation or interruption of the booked trip as a result of theft or damage to the vehicle, by which it was planned to make a booked trip (item 5.5.5 of the Contract): registration certificate on vehicle, accident report and certificate from the responsible unit of the National Police of Ukraine or certificate about the stated event (MES, emergency services, communal services, seismological services etc.), confirming the fact of the insured event, and a list and description of the damage from the technical service station;
- 5.12.4. in case of cancellation of the booked trip as a result of

- 6.2.3. hurricanes, unpredictable, sudden floods, including the consequences of precipitations;
- 6.2.4. fire, strikes of lightning, explosions.
- 6.2.5. luggage delay for the period of more than 6 hours since the time of arrival in a country of temporary stay;
- 6.2.6. loss of the documents abroad required for return to Ukraine;
- 6.3. The Insurer shall indemnify for the expenditures caused by loss, partial damage or destruction of the Insured person's luggage in the following cases:
- the carrier was responsible for luggage;
 - luggage was stored in a luggage office in hotels, boarding houses, holiday homes etc.;
 - luggage was stored in a locked room of a hotel, boarding house, holiday home etc.;
 - luggage was stored in a locked vehicle (abroad) equipped with alarm system and left in the guarded parking lot or a garage;
 - hand luggage that was damaged or lost while traveling by the carrier's transport (envisaged by travel service contract) with a group of tourists.
- 6.4. The Insurer shall indemnify (reimburse) for the following cases:**
- 6.4.1. The Insurer shall reimburse for expenses caused by loss, destruction or partial damage of the insured luggage of the Insurant (Insured person) as a result of insured accidents stipulated by the subitems 6.2.1 – 6.2.4, within the limits of the insurance sum under luggage insurance minus deductible in the amount of 10% if other is not indicated in the Insurance Contract. The expenses connected with repair, examination, storing and sending of luggage shall be included to the sum of insurance compensation.
- 6.4.2. The Insurer shall reimburse for the additional expenses of the Insurant (Insured person) made to purchase necessary essential goods as a result of luggage delay for a period of more than 6 hours since the moment of arrival to the country of temporary stay (subitem 6.2.5 of the Contract) shall be made within the limits of 10% of the luggage insurance sum..
- 6.4.3. The Insurer shall reimburse for the additional expenses of the Insurant (Insured person) connected with execution of the documents necessary for return to the country of permanent residence (subitem 6.2.5 of the Contract) in full within the limits of the sum of luggage insurance.
- 6.5. Exceptions to the insured accidents and limitations of insurance.** No costs shall be reimbursed in case of the following:
- 6.5.1. carelessness or negligence of the Insured person;
- 6.5.2. improper packing (corking) or sending the damaged luggage;
- 6.5.3. lack of luggage for which the carrier was responsible, also lack of luggage stored in luggage offices in hotels, boarding houses, holiday homes etc., provided the packing is intact;
- 6.5.4. luggage delay for the period of less than 6 hours since the time of arrival in a country of temporary stay;
- 6.5.5. special properties or natural qualities of the insured luggage, its wear, poor quality due to natural causes, mould; electric or mechanical defects of audio or video equipment etc;
- 6.5.6. breakage or damage of faience, porcelain or glass articles, musical instruments and other fragile things;
- 6.5.7. damage caused by acids, paints, aerosols, medicines or other liquids transported in the luggage;
- 6.5.8. damage or destruction of sport equipment caused by its use;
- 6.5.9. failure of the Insured person to take necessary measures to prevent or decrease the amount of loss.
- 6.6. This Contract shall not cover the following:**
- 6.6.1. fur wear, jewelry, printing devices, cinematographic, photo and video equipment, mobile phones or their accessories;
- 6.6.2. money, precious things, securities, cash, payment bank cards and funds on the accounts;

- 6.6.3. precious metals, precious and semiprecious stones;
- 6.6.4. antiques and unique items, works of art and collection items;
- 6.6.5. travel documents, any documents, slides, photos, film copies;
- 6.6.6. manuscripts, plans, charts, technical drawings, models and business documentation;
- 6.6.7. any prosthetic devices, contact lenses;
- 6.6.8. wristwatch or pocket watch;
- 6.6.9. animals, plants or seeds;
- 6.6.10. devices or means of motor transport, bicycles, water and air transport and spare parts for them;
- 6.6.11. items of religious nature.
- 6.7. Definition of terms:**
- 6.7.1. collection – a set of similar things (postage stamps, calendars, badges, plants etc.) which may be of scientific, historical or artistic interest, also collected by amateurs;
- 6.7.2. unique – being the only one of its kind, having outstanding qualities, rare items and works of art;
- 6.7.3. antique – items made long time ago which may be of artistic or other interest;
- 6.7.4. spare parts – any units, details, components and accessories for motor transport, mechanisms, electronic devices etc.
- 6.8. In case of the insured accident, the Insured person shall take the following actions.** In case of the insured accident with the insured luggage the Insurant (Insured person) shall:
- 6.8.1. immediately after revealing the loss, partial damage or full destruction of luggage and delay inform about it the official representatives of the carrier, provided the latter was responsible for luggage (in all other cases the Insured person shall inform the local law enforcement bodies or other authorities by means of submitting the relevant application of loss, full or partial damage of the luggage);
- 6.8.2. immediately after revealing the loss, partial damage or full destruction of luggage inform about it the authorized representatives of hotels, boarding houses, holiday homes etc., also representatives of parkings, garages and transport agencies;
- 6.8.3. receive confirmation of the fact of the loss (damage, delay of baggage) documents from these institutions *within 24 hours after the occurrence of an insured event, notify the Insurer by telephone: +38 044 299 78 87 (excluding weekends and holidays, working days from 09.00 to 18.00 Kiev time, Friday - until 17.00) and electronic mail to info@eurotravelins.com.ua : +38 044 299 78 87 (*
- 6.8.4. *09.00 18.00 17.00);*
- 6.8.5. take measures in order to rescue the damaged luggage and reduce the possible harm.
- 6.8.6. submit to the Insurer within 30 (thirty) calendar days after the end of travel all documents necessary to take the decision on insurance payment.
- 6.9. Terms and conditions of insurance payment:**
- 6.9.1. The Insurer shall make insurance payment on the basis of documents specified in item 10.9, also the following documents:
- 6.9.2. the list of luggage items that were lost, partially damaged or destroyed with the specification of their cost;
- in case that the carrier was responsible for luggage:
- 6.9.3. ticket (original), which allowed the Insured person to travel by the vehicle;
- 6.9.4. luggage ticket confirming the carrier's responsibility for luggage;
- 6.9.5. copy of application submitted to the carrier concerning loss, partial damage or full destruction of luggage with the confirmation of the carrier that he/she accepted the application;
- 6.9.6. documents proving loss, partial damage or full destruction of luggage (original report on causing damage during transportation), made by the authorized representative of the carrier;
- 6.9.7. copy of the carrier's decision to consider the luggage as finally lost (in case of luggage loss) after the search

- 6.9.8. measures had been taken by the carrier;
copy of the carrier's decision to deny compensation of loss, partial damage or full destruction of luggage;
- in case luggage was stored in the luggage office in hotels, boarding houses, holiday homes etc.:
- 6.9.9. receipt or other documents certifying that the workers of the luggage office in a hotel, boarding house or holiday home etc. were responsible for luggage;
- 6.9.10. official document issued by the workers of a hotel, boarding house or holiday home etc. certifying the loss, partial damage or complete destruction of luggage;
- 6.9.11. report or other official document certifying the loss, partial damage or full destruction of luggage issued by local law enforcement bodies on the basis of the Insured person's application;
- in case luggage was stored in a locked room of a hotel, boarding house or holiday home etc., or in a locked vehicle equipped with alarm system left in the guarded parking lot or a garage:*
- 6.9.12. ticket (original), which proves that the Insured person traveled by the carrier's vehicle (in case of the insured accident happened to the hand luggage during a travel);
- 6.9.13. document certifying the Insured person's residence in a hotel, boarding house or holiday home etc., or keeping his/her vehicle in a special parking or garage on legal grounds;
- 6.9.14. official document issued by workers of a hotel, boarding house or holiday home, parking or garage certifying the loss, partial damage or complete destruction of luggage;
- 6.9.15. report made by local law enforcement bodies on the basis of the Insurant's application on loss, partial damage or full destruction of luggage;
- 6.9.16. documents confirming the date and time of receiving luggage in case of delay;
- 6.9.17. other documents that may be required by the Insurer proving the insured accident and amount of loss (expenditures) inflicted.
- 6.10. the amount of loss shall be determined separately for each item of luggage (luggage place). The maximum insurance sum for all luggage shall not exceed UAH equivalent of 2000 EUR/USD (two thousand) at the National Bank of Ukraine's exchange rate at the moment of assessing the amount of loss. The amount of loss shall be determined taking into account the actual value of an item. The maximum insurance sum may not exceed the sum of luggage insurance.
- 6.11. in case the damaged item can be repaired and used in the future, the amount of loss shall be the repair cost. Provided the repair cost exceeds the cost of an item and the insurance sum indicated in the Contract, the insurance payment shall be made within the cost of an item, but not exceeding the sum insured.
- 6.12. if the stolen item has been returned to the Insured person, he/she shall return the received insurance compensation to the Insurer minus the item repair costs (if necessary). The insurance compensation shall be returned by the Insured person within the period of 15 (fifteen) calendar days after the stolen item had been returned.
- 6.13. in case that the Insured person received compensation from the third parties for loss or damage of his/her luggage, the Insurer shall pay the difference between the sum subject to compensation and the sum paid by the third parties.
- 6.14. provided the items, which form a part of a set or kit, are lost, the amount of loss shall be the difference between the actual cost of this kit or set and cost of the survived items.

Section 7. GENERAL TERMS & CONDITIONS

- 7.1. The covered territory of Insurance contract shall be specified in the Contract as an individual country or geographic zone:

Розділ 7. ЗАГАЛЬНІ УМОВИ СТРАХУВАННЯ

- 7.1.

- 7.1.1. « UROPE):
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- 7.1.1. UROPE: all countries within the geographic borders of Europe and also Algeria, Egypt, Israel, Morocco, Tunisia, and Turkey;
- 7.1.2. WORLD: all countries of the world.
- 7.1.3. As to medical expense insurance and public liability insurance, the exception shall be the territory of Ukraine and countries of permanent and predominant residence of the Insured person.
- 7.2. The Contract of insurance shall be concluded only before the beginning of the trip. Insured events that occurred under the contract concluded after the beginning of the trip shall not be accepted for consideration by the Insurers and, accordingly, the costs incurred shall not be reimbursed.
- 7.3. Insurance contract may be prolonged for the Insured person who is staying abroad in part of medical expenses insurance and accident insurance only under the written consent of the insurer, following the respective request from the Insured person provided 5 days before the date of expiry of the contract in case if on the date of the request there were no insured events (illness, accident, etc.) during the contract period. Under the written consent shall be understood sending of the request for prolongation of the insurance contract to the Insurer by Internet, fax or other means of electronic data transmission and receipt of the written confirmation from the Insurer the same way.
- 7.4. The term of the Insurance Contract under the terms of medical expenses insurance and civil liability is determined within the limits of the Insured Days in the period of insurance specified in the Contract.
- 7.5. **Beginning and end of the period of validity of the Contract** under the terms and conditions of the medical and public liability insurance:
- 7.5.1. The insurance and counting the number of insured days shall become effective since the Insured person passes through the Ukrainian customs when traveling abroad, or at 00.00 Kyiv time of the day specified in the Contract (at the later date of the above), but not prior to paying the insurance premium.
- 7.5.2. The insurance shall become invalid once the Insured person passes through the Ukrainian border when returning to Ukraine, or at 24.00 Kyiv time of the day specified in the Contract indicated as the end of the insurance period with the obligatory account of the number of insured days (at the earlier date of the above).
- 7.5.3. Provided this Contract covers multiple travels, the Insurer shall bear responsibility for the total number of days of abroad stay specified in the Contract, within the period of insurance. During each travel abroad, the term of validity of this Contract shall be automatically reduced by the number of days spent by the Insured person in the territory covered by this Contract.
- 7.6. Under the terms and conditions of the accident insurance, the Contract shall become effective since the Insured person board on a vehicle in the point of start of the travel indicated in the Travel service contract and ends in the final point of travel indicated in the Travel service contract, on exiting a vehicle in Ukraine, unless otherwise is provided in the Contract.
- 7.7. Under the terms and conditions of the insurance against financial risks connected with losses because of cancellation of the travel or its pre-term cancellation, the beginning and end of the period of validity of the Insurance contract shall be mentioned in the subparagraph 5.9.
- 7.8. Under the terms and conditions of the luggage insurance during the travel, the Contract shall become effective since the moment, when the carrier becomes responsible for the luggage (handing over to a cloakroom, locking in a hotel room).
- 7.9. Amendments to the Contract and its termination. This Contract may be amended by mutual agreement of the Parties; all amendments shall be made in writing.
- 7.10. This Contract shall be terminated by mutual consent of the Parties and in the following cases:
- 7.10.1. expiry of the Contract;
- 7.10.2. fulfillment of the Insurer's commitments to the Insurant in full scope;
- 7.10.3. other cases envisaged by the Ukrainian legislation currently in force.
- 7.11. The contract can be terminated before the expiration date by mutual agreement of the Parties or on the initiative of one of

info@eurotravelins.com.ua ()
 : +38 044 299 78 87 ()
 , ' - 09.00 18.00
 , ' - 17.00)

8.3.3. - 24

info@eurotravelins.com.ua ()
 : +38 044 299 78 87 ()
 , ' - 09.00 18.00
 , ' - 17.00);

8.3.4. - 24

info@eurotravelins.com.ua
 () : +38 044 299 78 87 ()
 09.00 18.00
 17.00)

of the onset of the insurance event by e-mail at info@eurotravelins.com.ua (round-the-clock) and by phone: +38 044 299 78 87 (excluding weekends and holidays, working days from 09.00 to 18.00, Kyiv time, on Friday - until 5:00 pm)

8.3.3. In case of cancellation or termination of the travel, delay – not later than 24 hours from the date of the event, which resulted in the decision to cancel or interrupt the trip by e-mail at info@eurotravelins.com.ua (round the clock) and by phone: +38 044 299 78 87 (not taking into account weekends and holidays, on working days from 09.00 to 18.00 on Kyiv time, on Friday - till 17.00);

8.3.4. In case of luggage destruction, damage or delay – not later than 24 hours since the date of the insured accident, by e-mail at info@eurotravelins.com.ua (round-the-clock) and by phone: +38 044 299 78 87 (not including weekends and holidays, working days from 09.00 to 18.00 Kiev time, Friday - until 17.00)

Розділ 9. ЗАГАЛЬНІ ПРАВА ТА ОБОВ'ЯЗКИ СТОРІН

Section 9. GENERAL RIGHTS AND DUTIES OF THE PARTIES

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9.1. The Insurer shall:

9.1.1. inform the Insured person about provisions of the Contract and Regulations;

9.1.2. within two working days, as soon he becomes acknowledged with the insured accident, take actions as to execution of all documents necessary for timely insurance payment;

9.1.3. in case of the insured accident make the insurance payment or indemnify for the losses within the period specified in this Contract;

9.1.4. ensure confidentiality of the Insured person except for the cases envisaged by the Ukrainian legislation currently in force;

9.1.5. in case of insurance payment delay, pay fine to the Insured person making up 0,05% of the insurance sum for each day of delay, but not more than 10% of the insurance sum (insurance compensation).

9.2. The Insurer shall have the right to:

9.2.1. verify information provided by the Insured person essential for conclusion of the Contract;

9.2.2. submit requests to the relevant authorities, including medical institutions, in order to obtain information concerning the insured accident's circumstances;

9.2.3. demand the pre-term termination of the Contract provided the Insured person violated the Contract;

9.2.4. appoint medical commission to examine the Insured person or conduct any other examination of the insured accident (if necessary);

9.2.5. register telephone calls with regard to the insured accidents with the help of technical equipment;

9.2.6. use the Insured person's return ticket in case of pre-term termination of a travel and return to Ukraine;

9.2.7. refuse to make insurance payment in cases specified in this Contract and current Ukrainian legislation;

9.2.8. refuse to compensate for any indirect losses of the Insured person.

9.3. The Insurant (the Insured person) shall:

9.3.1. pay insurance premium in due time;

9.3.2. when concluding the Contract, provide the Insurer with all relevant information that is essential for assessment of insurance risk and inform about any possible changes of this risk in the future.

9.3.3. To provide the Insurer with information about the location (country of staying) of the Insurant or the Insured person (if the contract is concluded in his/her favor) on the date of the contract conclusion.

9.3.4. provide the Insurer with all documents required by the latter to take the decision on insurance payment (insurance compensation);

9.3.5. follow instructions of the Insurer with regard to medical or other services;

9.3.6. execute other duties under this Contract

9.4. The Insurant (The Insured person) shall have the right to:

- 9.4.1. in case of the insured accident receive the insurance payment in amount and procedure of payment specified in this Contract;
- 9.4.2. request for the Insurer's instructions concerning the required assistance;
- 9.4.3. demand the pre-term termination of the Contract provided the Insurer violated the Contract;
- 9.5. The Parties shall bear responsibility for non-fulfillment or improper fulfillment of this Contract according to the legislation of Ukraine currently in force.
- 9.6. Apart from general rights and liabilities, this Contract shall stipulate additional rights and liabilities of the parties pertaining to certain types of insurance.

Розділ 10. ЗАГАЛЬНІ УМОВИ ЗДІЙСНЕННЯ СТРАХОВИХ ВИПЛАТ ТА СТРАХОВОГО ВІДШКОДУВАННЯ

Section 10. GENERAL TERMS & CONDITIONS OF INSURANCE PAYMENTS & COMPENSATIONS

- 10.1. Insurance payment shall be understood as a sum of money that shall be paid by the Insurer in compliance with this Contract in case of the insured accident. Insurance sum shall not exceed the amount of direct damage inflicted to the Insurant (the Insured person) or the expenses of the third parties for assisting the Insured person, also sums and limits specified in this Contract.
- 10.2. Compensation for medical treatment and other relevant services rendered by the third parties shall be provided for them directly by the Insurer by means of cashless payment on the basis of receipts and in line with the Ukrainian legislation. In case the Insured person (the Insurant) has personally paid for the said services (at his/her own will or the request of the third parties etc.), such expenses shall be reimbursed by the Insurer in line with this Contract.
- 10.3. 10.3. Insurance compensation for the unplanned personal expenses of the Insured person (the Insurant) shall be made in the territory of Ukraine exclusively in UAH. Conversion of foreign currency spent abroad, also deductible and insurance sums to UAH shall be carried out at the National Bank of Ukraine's exchange rate set for the day of insurance event.
- 10.4. The decision on insurance payment or refusal to pay is made by the Insurer within 10 (ten) working days from the date of receipt by the Insurer of all necessary documents provided in the manner prescribed by the terms of the Contract for a particular type of insurance.
- 10.5. The Insurer shall make insurance payment within 5 (five) banking days since the decision on insurance payment (insurance compensation) has been taken.
- 10.6. If there are grounds for doubts about the reasonableness (legality) of the insurance payment, the Insurer shall have the right to postpone the insurance payment for a period not exceeding 45 (forty-five) working days until confirmation or rebutment of these reasons is received.
- 10.7. The Insurer shall inform in writing the Insured person within 5 (five) working days from the moment of taking a decision about its refusal to pay insurance payment (compensation) or insurance payment delay and provide the appropriate motivation of the taken decision.
- 10.8. Insurance payment is carried out by non-cash or other means not prohibited by the current legislation of Ukraine.
- 10.9. **ATTENTION!!!** The Insurant shall submit the following documents to receive insurance payment (general list of documents required for any of the insured accidents):
- written application in the form established by the Insurer,
 - the Insurance Contract (original),
 - copy of foreign passport (with entry visas or customs seals),
 - copy of national passport
 - copy of the identification code certificate,
 - telephone bills indicating phone numbers and cost of each calls.
- 10.10. Some of the insured accidents require additional documents specified in the relevant sections of the Insurance Contract.
- 10.11. Documents are provided to the Insurer in Ukrainian,

English, French, German, Polish or Russian. If documents are in a different language, official translation of these documents into Ukrainian is provided. All documents submitted to the Insurer shall be legibly written or printed on the blanks signed by official persons and sealed, they should have name, address and phone number of the institution (person) that has issued them. Receipts (invoices) and other financial documents confirming the expenses (bills, payment orders etc.) shall be original.

- 10.12. All documents, information and evidence shall be submitted to the Insurer free of charge.
- 10.13. The application for insurance payment shall be submitted to the Insurer in the time provided for by a specific section of this contract for the type of insurance for which the insured event occurred. Other documents (compiled in a proper manner) with regard to the insured accident may be submitted to the Insurer within three years since the date of the insured accident occurrence. The documents shall be sent directly to the Insurer's office.
- 10.14. The insurance sum for each specific type of insurance should be reduced by the amount of insurance payment made by the Insurer. The total sum of insurance payments shall not exceed the sum specified in the main part of this Contract separately for each insurance type.
- 10.15. **Reasons for refusal of insurance payment.** The grounds for refusal to make insurance payment are:
- 10.15.1. deliberate actions of the Insurant (the Insured person) or his/her passive behavior that result in the insured accident, except for the actions necessary for self-defense (within reasonable limits) or protection of property, life, health, dignity or business reputation. The actions of the Insured person shall be assessed in line with the legislation of Ukraine currently in force.
- 10.15.2. deliberate provision by the Insurant (Insured person) or the person in whose favor the insurance compensation shall be made of false information about the subject of insurance, the Insurant(Insured person) place of stay on the date of contract conclusion or the insured accident and its cause and amount of expenses. As a proof of provided information about the location of the Insurant (Insured person) on the date of the Contract conclusion shall be relevant marks in the passport;
- 10.15.3. impeding the Insurer's investigation of the circumstances, nature and amount of damage;
- 10.15.4. late notification to the Insurer about the occurrence of the insured event without valid reasons or violation of the deadline for agreeing on self-incurred treatment costs, as well as late submission of documents to the Insurer, a written application for receiving the insurance payment (insurance compensation) and other documents in accordance with items 10.9 and 10.10 of these Terms of insurance;
- 10.15.5. non-fulfillment of commitments as per this Contract by the Insurant (Insured person);
- 10.15.6. failure to follow the Insurer's instructions in the process of settlement of the insured accident;
- 10.15.7. full reimbursement for the Insurant (Insured person's) losses by the person that inflicted such losses;
- 10.15.8. therapeutic recreation, rehabilitation, health resort treatment, spa and sanitary treatments;
- 10.15.9. diseases that result from mental reaction on military events, internal unrest, terrorist attack, plane crash or fears associated with such events;
- 10.15.10. chronic and mental illness, even if they occur periodically;
- 10.15.11. alcohol intake (except if the person is insured under program B), narcotics, toxic substances use;
- 10.15.12. insurance of persons from birth to 3 years, as well as from 65 to 80 years without additional payment (surcharge);
- 10.15.13. other cases determined by the current Ukrainian legislation.
- 10.16. **This Contract shall not cover the insured accidents caused by the following events:**
- 10.16.1. when the Insured person is under the influence of

