

Description of the programs of the International Travel Insurance Policy and limits of liability of the Insurer under the options		Main insurance programs				
		A	B	C	V	S
Insurance options						
In-patient treatment		up to 100 %	up to 100 %	up to 100 %	up to 100 %	up to 100 %
Out-patient treatment		up to 100 %	up to 100 %	up to 100 %	up to 100 %	-
Emergency aid		up to 100 %	up to 100 %	up to 100 %	up to 100 %	up to 100 %
Dentistry (in case of twinge of toothache and elimination of consequences of accident)		up to 150 \$/€	up to 300 \$/€	up to 300 \$/€	-	-
Emergency aid in case of gestation complication till the 29th week of gestation		up to 100 %	up to 100 %	up to 100 %	-	-
Medical transportation (medical repatriation/evacuation)		up to 100 %	up to 100 %	up to 100 %	up to 2,000 \$/€	up to 1,000 \$/€
Repatriation of remains		up to 100 %	up to 100 %	up to 100 %	up to 100 %	up to 100 %
Unplanned return due to health complication		up to 100 %	up to 100 %	up to 100 %	up to 100 %	up to 100 %
Telephone conversations		up to 50 \$/€	up to 50 \$/€	up to 50 \$/€	up to 30 \$/€	-
Returning home minor children, who travel together with the Assured		-	up to 100 %	up to 100 %	-	-
Visit by member of family		-	up to 500 \$/€	up to 500 \$/€	-	-
Unplanned return due to family commitments		-	up to 250 \$/€	up to 250 \$/€	-	-
Travel of employee substituting the Assured		-	up to 250 \$/€	up to 250 \$/€	-	-
Loss of documents		-	-	up to 200 \$/€	-	-
Luggage	Compensation in case of delay of luggage	-	-	up to 100 \$/€	-	-
	Compensation in case of loss of luggage	-	-	up to 300 \$/€	-	-
Legal assistance	Attorney expenses	-	-	up to 1,000 \$/€	-	-
	Providing bail	-	-	up to 3,000 \$/€	-	-
Flight delay		-	-	up to 100 \$/€	-	-
Additional types of insurance						
Personal accident insurance						
Third parties liability insurance						
Trip cancellation coverage						
Luggage insurance						

* The amounts given in the table are limits of liability of the Insurer under certain insurance options (USD or EUR, depending on currency, in which the sum insured is stipulated by the Policy (hereinafter referred to as "USD (EUR)").

PART 2

THE INTERNATIONAL TRAVEL INSURANCE POLICY

SECTION I. THE GENERAL TERMS AND CONDITIONS OF THE INTERNATIONAL TRAVEL INSURANCE POLICY

1. THE GENERAL PROVISIONS. MAIN TERMS AND DEFINITIONS

1.1. Private Joint-Stock Company "Insurance Company "PROVIDNA" (hereinafter referred to as the "Insurer") shall conclude the International Travel Insurance Policy, hereinafter referred to as the Policy, with legal entity or legally capable individual, including individual entrepreneur (hereinafter referred to as the "Insured").

1.2. The Policy shall be included according to Medical Expenses Insurance Rules No. 12101 dated May 7, 2018, Personal Accident Insurance Rules No. 10201 dated May 7, 2018, Trip Cancellation Coverage Rules No. 21804 dated February 19, 2016, Third Parties Liabilities Insurance Rules (except for civil liability of owners of ground transport, liability of owners of air transport, liability of owners of water transport (including liability of carrier)) No. 31501 dated May 7, 2018, Luggage Insurance Rules No. 20901 dated May 7, 2018 (hereinafter referred to as the "Insurance Rules"), and on the basis of Licenses of series AB No. 520919, No. 520904, No. 520910, No. 520913, No. 520916 dated February 16, 2010 issued by the State Commission for Regulation of Financial Services Markets of Ukraine.

1.3. Under the Policy, the Insurer shall undertake, in case of the insurance event, to make the insurance premium (payment of the insurance compensation) on the terms and in the amount stipulated by the Policy, and the Insured shall undertake to pay the insurance premiums within the periods and in the amounts indicated in the Policy, and to follow other terms and conditions of the Policy.

1.4. The Policy shall be a public agreement in the meaning of Article 633 of the Civil Code of Ukraine, and it shall consist of three integral parts:

1.4.1. Part 1 – form of the Policy for completion (hereinafter referred to as "Part 1 of the Policy");

1.4.2. Part 2 – these Terms and Conditions of the International Travel Insurance Policy (hereinafter referred to as the "Insurance Terms");

1.4.3. Part 3 – Table of the insurance compensations in case of accident (Traumatic or other bodily injuries risk of the Assured).

1.5. Part 2 and Part 3 shall be integral parts of the Policy, and shall not be valid without Part 1 of the Policy.

1.6. By signing Part 1 of the Policy, the Insured shall agree that Part 2 (if stipulated by Part 1 of the Policy) and Part 3 of this Policy are placed on the site of the Insurer on the Internet at: www.providna.ua, which does not prevent correct understand of their content and the terms and conditions of this Policy, and are protected against any amendments to them.

- 1.7. These Insurance Terms shall include the following:
- 1.7.1. Section I. General Terms of the International Travel Insurance Policy;
 - 1.7.2. Section II. Medical Expenses Insurance;
 - 1.7.3. Section III. Personal Accident Insurance;
 - 1.7.4. Section IV. Third Parties Civil Liabilities Insurance;
 - 1.7.5. Section V. Trip Cancellation Coverage;
 - 1.7.6. Section VI. Luggage Insurance.

1.8. The person shall be deemed insured under the following types of insurance: medical expenses insurance, personal accident insurance, third parties liabilities insurance (except for civil liability of owners of ground transport, liability of owners of air transport, liability of owners of water transport (including liability of carrier)), luggage insurance and trip cancellation coverage if Part 1 of the Policy stipulates the sums insured, rates and insurance premiums with regard to these types of insurance.

1.9. The Beneficiary of the Policy shall be an individual appointed by the Insured (at the consent of the Assured) in the Policy as a person entitled to receive the insurance compensation on legal grounds in case of the insurance event. The beneficiary, in case of death of the Assured, shall be its lawful successors, testament or inheritance agreement, in case of loss of the capability – its guardian, in case of health complication (loss of working capacity) – the Assured. If the Assured is a minor or young person, the insurance compensation shall be provided to its father (mother), guardians or tutors.

1.10. The Insured shall confirm and guarantee that there are no agreements or obligations to transfer or return funds paid by the Insured under the tourism services agreement between its and the Assured, members of family, the Beneficiary.

1.11. The terms and definitions used in these Insurance Terms shall have the following meaning:

Assistance (Assistance Company) is a legal entity or individual, including business entity, acting on behalf and for the Insurer, and coordinating actions of the Insured (Assured) and persons, which provide services to the Insured (Assured) in case of certain events (insurance risk) stipulated by the Policy, organizing, controlling, paying for provision of such persons, and committing other actions on behalf and for the Insurer. Name, address and telephone numbers of the Assistance shall be indicated on the first page of the Policy, and (or) provided to the Insured while concluding the Policy in form of an annex to the Policy.

Acute disease is a sudden unexpected disorder of life-sustaining activity of the body, leading to health complication of the Assured dependent on functional and (or) morphological changes, which, in case of failure to provide medical aid, may lead to long-term complication of health or become dangerous for life.

Tourism services agreement is a written agreement (transaction), under which one party (tour operator concluding the agreement directly or through travel agent) shall undertake to provide, against order of the other party (tourist), a complex of tourism services (tourism product), and tourist shall undertake to pay for it.

Acute exacerbation of chronic disease (illness) is the period of progression of chronic disease (chronic illness), during which subjective complaints are present and objective clinical signs of disease requiring medicated and other treatment prior to return to the remission period (defined by doctor), which in case of failure to provide medical aid may lead to long-term complication of health of the Assured or become dangerous for its life, and require immediate medical aid.

Healthcare facilities (medical institutions) are enterprises, institutions and organizations, which aim at ensuring that different needs of the population in the field of healthcare are satisfied by provision of medical and sanitary aid, including the wide range of prevention and treatment measures, or services of medical nature, as well as exercise of other functions on the basis of professional activity of medical employees, who under agreement with the Assistance or the Insurer render such services to the Assureds

Assured is an individual, property interests of which relate to his/her life, medical expenses, as well as his/her additional expenses during a trip (journey) of the Assured, which is the subject of this Policy. Individual Insured, who concludes this Policy with regard to property interests related to his/her own life, health, medical expenses, as well as additional expenses during a trip (journey) shall be the Assured person under this Policy.

The person, who is recognized legally incapable in pursuance with the procedure established by the applicable laws of Ukraine, and (or) is a disabled person of the I group, and (or) during conclusion of the Policy undergoes in-patient treatment, and (or) registered in the psychoneurological, tuberculosis, narcological dispensaries, or AIDS prevention and combatting centre, may not be the Assured.

The insurance coverage during the trip (journey) with regard to the specific Assured shall cease as soon as such person becomes that one, which may not be insured due to reasons stipulated by this paragraph.

Country of residence is Ukraine, and (or) country, of which the Assured is a citizen.

Country (place) of temporary stay is a country (place), on the territory of which the Assured stays during the trip, and the insurance coverage under the Policy is effective (except for the country of residence).

Insurer liability limit is the amount indicated in the Policy not exceeding the sum insured, which is stipulated by the

Policy, within which the Insurer shall undertake to make the insurance compensation (payment of the insurance compensation) in case of the insurance event.

Medical aid (medical and sanitary aid) is a complex of special events aimed at facilitation of gain in health, prevention of diseases and invalidity, aid for persons with injuries, acute and chronic diseases.

Medical and (or) additional services are consultation of specialists, diagnostic procedures and medical manipulations, provision of medicinal products, as well as other services, rendering of which is stipulated by the Policy and directly related to the insurance event.

Accident is a sudden, short-term, unexpected and independent from the will of the Assured event, which happens as a result of impact of different external factors (physical, chemical, technical, etc.), and leads to temporary or stable loss of working capacity of the Assured, and (or) its loss of life (death).

External factors may include the following: natural disasters, fire, explosion, lightning struck, impact of current, car accident, illegal actions of third parties, aggression and bites of animals, poisonous snakes, insects and other floral and faunal forms, incidental insertion of extraneous body to respiratory ways, fall or hit of any extraneous body, or fall of the Assured itself, use by the Assured or third parties of vehicles, machines, mechanisms, instruments, weapon, etc.

Health complication as a result of accident shall be understood as:

- traumatic injury (bodily injuries, bruising, wound, fracture, head injury, breakage of organs, attachments, ligaments, etc., including as a result of impact of other person), loss of organs, eyesight, hearing, smell, speech, burn, drowning, freeze burn, hypothermia (except for bad cold), heat stroke, sudden choke, incidental acute poisoning with venomous plants, chemical or toxic substances (industrial or household ones), medicinal products, gaseous substances, low quality food products (except for bacterial food poisoning – dysentery, salmonellosis, etc.);
- contamination with infectious disease, if infectious substances inserts to the body of the Assured through wound as a result of accident;
- tick-borne encephalitis or poliomyelitis;
- dislocations, strains, breakage of organs, including breakage of spine, injury of organs, injury of limbs as a result of accident.

“Accident” risk shall not include health complication or death of the Assured as a result of incorrect medical manipulations or errors in the course of provision of the medical aid and services.

Insurance options are the terms and conditions of the Policy providing a specific service or a group of services of a certain completeness and quality, which are rendered to the Assured in case of events stipulated by the Policy (insurance risks).

Trip is travelling of the Assured on the territory (water area) indicated in the Policy with any purpose, which does not contradict the applicable laws of Ukraine and the country of temporary stay (tourism, work, leisure, sport competitions, visit of relatives, etc.).

Insurance program is a list of medical and (or) additional services provision of which and compensation of cost of which are stipulated by the Policy. The insurance program may include the insurance options and other insurance terms.

Health complication is a physical condition, which relates to functional and morphological injuries of organs and systems of the body.

Insurance event is an event stipulated by the Policy, which happens or in relation to happening of which the obligations of the Insurer to make the insurance compensation (payment of the insurance compensation) arises.

Insurance risk is a certain event in case of which insurance is made, and which has signs of probability and chance of happening.

Insurer is Private Joint-Stock Company “Insurance Company “PROVIDNA” (registered office at: 25 Povitroflotskyi Avenue, Kyiv, 03049. Correspondence address: 37/122 T. Shevchenko Boulevard, Kyiv, 01032, tel./fax: (044) 284-10-30, www.providna.ua. Contact centre: 0 800 50 45 45).

Tourism entities are legal entities and individuals, including individual entrepreneur, which carry out and/or provide tourism activity (tour operators, travel agents, other business entities providing services of temporary stay (residence), catering, excursions, entertaining and other tourism services).

Tourism product is a preliminarily developed complex of tourism services combining at least two such services, which are realized or offered for realization at the established price, which includes transportation services, accommodation services and other tourism services not related to transportation and accommodation (services of organization of visit of cultural heritage sites, resort and recreation, sale of souvenir products, etc.).

Tourism services are services dedicated to satisfaction of needs of clients (tourists): services of transportation, accommodation and other tourism services not related to transportation or accommodation (servicing of organization of visiting culture heritage sites, places of recreation and entertainment, sale of souvenir products, etc.).

Deductible (irrevocable) is a part of losses, which the Insurer shall not compensate according to the terms and conditions of the Policy. The irrevocable deductible is charged when calculation the amount of the insurance compensation in each insurance event. The amount of the deductible is determined in per cent of the sum insured or in

the absolute monetary value.

Members of family of the assured (close relatives) are his/her wife (husband), children (including adopted), his/her father (mother), full sister (father), as well as other persons, which commonly reside with the Assured, connected by common household and have mutual rights and obligations.

1.12. Risk categories indicated in Part 1 of the Policy for the Assured, shall have the following meaning:

1.12.1. "K1" is the insurance coverage of the Assured effective during engagement in sports at the amateur level (including participation in amateur competitions), except for mountain skiing and snowboard stipulated by category K2 and other extreme sports stipulated by category KE.

1.12.2. "K2" is the insurance coverage of the Assured effective during engagement in sport at the professional level (including participation in professional competitions), and mountain skiing and snowboard of any level, except for extreme sports stipulated by category KE;

Engagement in sports at the professional level is regular exercises of any kind of sport, when sport is a professional activity of the Assured, and the purpose of the trip (journey) of the Assured is to take participate in competitions, and (or) in training for competitions.

1.12.3. "KE" is the insurance coverage of the Assured effective during engagement in extreme sports at the amateur or professional level.

Extreme sports shall be understood as climbing, trekking at height over 2,000 meters, mountain skiing and snowboard of free-ride style (outside of pistes of ski resorts), mountain bike, caving, diving (scuba-diving), down-run (including rafting, kayaking, twin-hull vessel trip, etc.), fancy dives, hunting or fishing in hard-to-reach and remote places, rides on jeeps, quads, motorbikes and other transport outside of public roads, base jumping, including sky jumping, rope jumping, platform diving, etc., flights using gliding aviation, flights as a pilot, participation in racing by vehicles or animals.

The following shall not comprise engagement in sports:

a) chess, checkers, gorodki, ping pong, table football, gold, radio sport, touring with quiet landscape, water aerobics, badminton, gallery practice, fitness, yoga, trampolining, cricket, billiard, as well as riding horses, pony, camels, elephants;

b) bike riding, swimming (except for riding in indoor water park), dances, except for professional engagement in this sports according to paragraph 1.12.2. of these Insurance Terms

1.12.4. "M" is the insurance coverage effective during the period when the Assured works as a hired person not related to high risk of the insurance event, including office workers, service sector workers, drivers.

1.12.5. "M1" is the insurance coverage effective in the period when the Assured works as a hired person on positions with rough labour, performs dangerous work in oil and gas industry, other work, which has high risk of the insurance event, including crew members of aircrafts and marine vessels, miners, firefighters, security workers (including bodyguards).

2. THE PROCEDURE FOR DETERMINATION OF THE AMOUNT OF THE SUM INSURED. THE DEDUCTIBLE.

2.1. The sum insured is a monetary amount within which the Insurer, according to the terms and conditions of the Policy, shall undertake to make the insurance compensation in case of the insurance event.

2.2. In event of medical expenses insurance, the sum insured shall be the total amount all the insurance options.

2.3. The insurance program, within the established sum insured, may provide for in specific limits of obligations of the Insurer established for the specific insurance option with regard to making the insurance compensation under all the insurance events happened during the period of validity of the Policy.

2.4. The amount of the sum insured (limits of obligations of the Insurer) shall be determined under agreement between the Insured and the Insurer, and indicated in the Policy.

2.5. The sums insured under medical expenses insurance and other (additional) types of insurance stipulated by Part 1 of the Policy shall be the sums for one Assured person.

2.6. The Insurer shall bear liability under risks stipulated by the Policy within the relevant sum insured, and (or) limits of obligations indicated in the Policy.

2.7. The total amount of the insurance compensation for one or several insurance events happened within the period of validity of the Policy (period of validity of the insurance coverage under the Policy) may not exceed the sum insured and (or) limits of liability stipulated by the Policy.

2.8. All expense and losses exceeding the sum insured or limit of obligations of the Insurer indicated in the Policy shall be compensated by the Insured (Assured) on its own.

2.9. If as of the moment of the insurance event regarding the subject of the Policy, other policies are in effect, the Insurer shall make the insurance compensation in the amount of the part of the calculated insurance compensation under the insurance event, which is defined as a relation of the sum insured stipulated by the Policy and the combination of the

sums insured under all the concluded policies, under which the insurance compensations to be made under this insurance event, except for personal accident insurance.

2.10. In case of the insurance event and making the insurance compensation, the amount of liability of the Insurer (the maximum amount of the insurance compensation, which, at of the moment of conclusion of the Policy is equal to the relevant sum insured) shall reduce for the amount of the compensation made from the date of such insurance event.

2.11. Medical expenses insurance and third parties liabilities insurance shall provide for in establishment of the sum insured in the Policy in USD or EUR, the insurance premium is paid by the Insured in UAH at the official foreign exchange rate of the National Bank of Ukraine as of the date of conclusion of the Policy.

2.12. The amount of the deductible (irrevocable) under each type of insurance, except for personal accident insurance, shall be indicated in Part 1 of the Policy.

3. THE PERIOD AND PLACE OF VALIDITY OF THE POLICY

3.1. The period of validity of the Policy, as well as the place of its validity (except for trip cancellation coverage) shall be indicated in Part 1 of the Policy:

3.1.1. "Europe" is countries of Europe, CIS countries, including Georgia (except for Ukraine and Bulgaria);

3.1.2. "Europe +" is countries of Europe, CIS countries, including Georgia, Turkey, Cyprus, Israel, Egypt, Tunisia, United Arab Emirates (UAE), Morocco, Algeria, Indonesia;

3.1.3. "Worldwide" is the whole world (except for Ukraine, US, Canada, Japan, Australia);

3.1.4. "Worldwide +" is the whole world (except for Ukraine).

3.2. For trip cancellation coverage, the place of validity of the Policy shall be Ukraine, except for the Luhansk and Donetsk Regions, the Republic of Crimea.

3.3. The Policy shall not be valid in the following places:

3.3.1. In the country of residence of the Assured (except for trip cancellation coverage) and on the territory of the country, of which the Assured is a citizen.

3.3.2. On the territory of countries, where military actions are held, if such actions commenced prior to the moment of conclusion of the Policy.

3.4. The Policy shall be deemed concluded:

3.4.1. If Part 1 of the Policy indicated "**One trip**" – for one trip within the period of validity of the Policy. While in line "Period of stay, days" of Part 1 of the Policy, the maximum period of stay of the Assured abroad may be indicated, during which the insurance coverage is in effect under the Policy;

3.4.2. If Part 1 of the Policy indicates "**Multiple trips**" – for several trips within the period of validity of the Policy. While in Part 1 of the Policy, the general period of validity of the Policy and the maximum period of stay of the Assured abroad (during all the trips) are indicated, during which the insurance coverage is in effect under the Policy indicated in line "Period of stay, days" of Part 1 of the Policy. Upon end of each trip of the Assured, the maximum period of stay abroad, during the insurance coverage is in effect under the Policy, shall be reduced by the actual number of days of stay of the Assured in trip. If the actual period of stay of the Assured abroad is less than the maximum period of stay abroad indicated in line "Period of stay, days" of Part 1 of the Policy, effect of the insurance coverage shall be renewed during the next trip from the moment when the Assured goes through passport control during departure from Ukraine, taking into account other terms and conditions of the Policy.

3.5. The Policy shall be in force at 00 hours 00 minutes (Kyiv time) of the date indicated in Part 1 of the Policy as a date of the general period of its validity, not earlier than 00:00 of the day following the day of payment of the insurance premium in full to the current account of the Insurer and within the period stipulated by the Policy.

3.6. In case of failure to pay the insurance premium in the amount determined by Part 1 of the Policy, and the period stipulated by the terms and conditions of the Policy, this Policy shall be deemed invalid.

3.7. The Policy shall cease to be in effect at 24 hour 00 minutes (Kyiv time) of the date indicated in Part 1 of the Policy as a date of termination of the general period of its validity.

3.8. The insurance coverage under types of insurance other than trip cancellation coverage, shall come in force at 00 hours 00 minutes (Kyiv time) of the date indicated in Part 1 of the Policy as a date of commencement of effect of the insurance coverage under such types, but not earlier than from the moment when the Assured goes through passport control during departure from Ukraine.

3.9. The insurance effect under types of insurance other than trip cancellation coverage, and (or) insurance under variant "**Multiple trips**", shall cease to be in effect at 24 hours 00 minutes (Kyiv time) of the date indicated in Part 1 of the Policy as a date of termination of the insurance coverage, but not later than the moment when the Assured goes through passport control during arrival to the country of residence.

3.10. Under the Policy concluded for several trips during the period of validity of the Policy ("**Multiple trips**"), the insurance coverage shall cease to be in effect from the moment when the Assured goes through passport control during arrival to the country of residence, but not later than 24 hours 00 minutes (Kyiv time) of the date indicated in Part 1 of the

Policy as a date of termination of the period of its validity (taking into account the provisions stipulated by paragraph 3.4.2 of these Insurance Terms).

3.11. In case of trip cancellation coverage, the Policy shall come in force and the insurance coverage under the Policy shall be in effect at 00 hours 00 minutes of the date indicated in Part 1 of the Policy as a date of commencement of the general period of its validity, but not earlier than 00 hours 00 minutes of the date following the date of payment by the Insured of the insurance premium in full to the current account of the Insurer within the period stipulated by the Policy, and shall be in force till the moment when the Assured goes through passport control during departure from Ukraine.

3.12. Confirmation of the fact that the Assured has undergone passport control during departure and (or) arrival to Ukraine shall be the mark of the authorized state body on crossing the state border of Ukraine in passport of the Assured, or if such mark is not affixed – documents confirming the fact of stay of the Assured on the territory of state other than Ukraine during departure from Ukraine, or on the territory of Ukraine during arrival (tickets (air, railway, motor tickets), boarding card, hotel registration card, etc.).

4. THE RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. *The Insured (Assured) shall be entitled to:*

4.1.1. Read the terms and conditions of the Policy and the Rules, receive any information from the Insurer, which related to the terms and conditions of the Policy;

4.1.2. Appeal to the Assistance (Insurer) for receipt of the instruction concerning actions in case of events that may be recognized the insurance event;

4.1.3. In case of the insurance event, to receive the insurance compensation in the amount and on terms stipulated by the Policy (including, medical aid, medical and (or) additional services according to paragraph 14.3 of these Insurance Terms);

4.1.4. Initiate amending the terms and conditions of the Policy, and (or) early termination of the Policy on terms stipulated by the Policy, provided that the Insurer sends the written notification of taking such decision;

4.1.5. Receive a duplicate of the Policy in case of loss of the original copy during the period of validity of the Policy, for this, to appeal to the Insurer with the written application for issue of the duplicate;

Object the refusal of the Insurer to make the insurance compensation or its amount in court.

4.2. *The Insured (Assured) shall:*

4.2.1. While concluding the Policy, provide the Insurer with information on all the circumstances known to him/her, which have a significant value for assessment of the degree of the insurance risk, and during the period of validity of the Policy, further inform the Insurer of any change in the insurance risk;

4.2.2. Pay timely the insurance premium in the amount and within the period agreed in the Policy;

4.2.3. Inform the Insurer of other effective policies with regard to the subject of this Policy;

4.2.4. Not allow actions or inaction regarding factors, which may impact the degree of the insurance risk (including not create voluntarily the risk of loss or damage to his/her health, and (or) health of other Assureds, including children travelling with him/her, or other persons guarded), and if they happen, take all the necessary measures in order to eliminate the circumstances, which increase the degree of the insurance risk;

4.2.5. Take all the possible measures in order to avoid and reduce the amount of damages incurred as a result of the insurance event, including follow the recommendations of doctors;

4.2.6. Inform the Insurer of the insurance event within the period stipulated by the Policy, and act according to Section 5 of these Insurance Terms;

4.2.7. Keep the Policy and annexes to it if they are available, and not transfer them to other persons in order to receive medical aid, medical and (or) additional services by them;

4.2.8. In case of early termination of the Policy, return the counterpart of the Policy, which belongs to the Insured;

4.2.9. Fulfil all the assumed obligations in accordance with the terms and conditions of the Policy;

4.2.10. If upon making the insurance compensation under the Policy the condition appears that, under the Policy or the applicable laws of Ukraine, deprives fully or partially the Assured (or Beneficiary) of the right to receive the insurance compensation, return the insurance compensation to the Insurer within 30 (thirty) working days from the day of receipt of the relevant written claim from the Insurer.

4.3. *The Insured shall,* while concluding the Policy in favour of other person (Assured Person), make this person aware of the terms and conditions of the Policy, and receive his/her consent to insurance, except for cases stipulated by the applicable laws of Ukraine.

4.4. *The Insurer shall be entitled to:*

4.4.1. Check the authenticity of information provided by the Insured, claim provision of information and documents, which have the have the meaning for determination of the degree of the insurance risk, as well as other documents of the Insured (Assured) relating to the subject of the Policy at any moment of its validity;

4.4.2. In case of increase of the insurance risk, to suggest the Insured to make amendments to the terms and conditions

of the Policy, including to pay the additional insurance premium, or to terminate it according to the these Insurance Terms;

4.4.3. Initiate amending the terms and conditions of the Policy and (or) early termination of the Policy according to these Insurance Terms;

4.4.4. Make records for establishment of the fact, reasons and circumstances of the insurance event or the amount of damage related to the event (including that one, which is a medical secrecy), which according to the terms and conditions of the Policy may be recognized the insurance event, to the competent authorities, enterprises, healthcare facilities and organizations, that may possess such information in order to receive the relevant documents;

4.4.5. Figure out the reasons and circumstances individually of the insurance event, to claim the Insured (Assured) to provide information necessary for establishment of the fact, reasons and circumstances of the insurance event or the amount of damage, including information which is a trade secret;

4.4.6. Refuse to make the insurance compensation or postpone taking the decision on making the insurance compensation, or on the refusal to make the compensation in cases stipulated by these Insurance Terms;

Require the Insured to return the paid insurance compensation if, during the period of limitation stipulated by the laws of Ukraine, new circumstances of the insurance event reveal, which deprive the Insured (Assured) on the basis of the terms and conditions of the Policy of the right to receive the insurance compensation (full or partially).

4.5. *The Insurer shall:*

4.5.1. Make the Insured aware of the terms and conditions of the Policy and the Insurance Rules;

4.5.2. Within 2 (two) working days, as soon as information of the insurance event appears, take measures in order to execute the necessary documents for timely making the insurance compensation;

4.5.3. In case of the insurance event, make the insurance payment within the period stipulated by the terms and conditions Policy (including ensure that services stipulated by the Policy are rendered by the Assistance to the Insured (Assure). The Insured shall bear material liability for late making the insurance compensation by payment of fine in the amount of 0.01% of the late compensation for each day of delay, but not more than 5% of the debt, to the Insured (Assured);

4.5.4. Under the application of the Insured (Assured), if he/she takes measures decreasing the degree of the insurance risk, re-conclude the Policy with him/her, or amend its terms and conditions;

4.5.5. Not disclose information of the Insured (Assured) and his/her material position, except for cases stipulated by the laws.

4.5.6. Fulfil assumed obligations according to the terms and conditions of the Policy.

4.6. For failure to fulfil or improper fulfilment of the obligations under the Policy, the Parties shall bear liability according to the laws of Ukraine.

5. ACTIONS OF THE INSURED (ASSURED) IN CASE OF THE INSURANCE EVENT. INTERACTIONS OF THE PARTIES IN CASE OF THE INSURANCE EVENT

5.1. In case of the event, which may be recognized the insurance event under the terms and conditions of the Policy, including medical expenses insurance, in particular: if the Assured needs to receive medical aid, medical services and (or) additional services, provision of which is stipulated by the Policy, except for trip cancellation coverage, the Insured (Assured) shall:

5.1.1. Within 24 hours upon the indicated event, prior to appeal for medical or other aid in healthcare or other facilities, phone the Assistance (Insurer), and receive information on further actions and report such information:

- full name of the Assured;
- name of the Insurer, number of the Policy;
- insurance program, amount of insurance premium and territory of validity of the Policy;
- circumstances of the event and nature of the required aid;
- location of the Assured and contact telephone number;
- other information requested by the Assistance (Insurer).

5.1.2. If as a result of health complication, the Assured could not inform of the event timely within the period stipulated by paragraph 5.1.1 of these Insurance Terms, and the Assured received emergency medical aid, he/her shall immediately, but not later than 24 hours upon stabilization of health, provide representatives of the healthcare facility with the Policy and phone the Assistance or the Insurer.

5.1.3. Health complication of the Assured, as a result of which he/she could not inform the Assistance or the Insurer of the event in time, shall be documented by the healthcare facility, which has rendered medical aid to the Assured.

5.1.4. Actions indicated in sub-paragraphs 5.1.1 – 5.1.4 of these Insurance Terms on behalf of the Insured (Assured) may be committed by the third party (relative, employee of the Assured, head or member of the tour group, employee of the healthcare facility, doctor, etc.);

5.1.5. Upon appeal to the Assistance, follow the recommendations given by it with regard to his/her further actions;

5.1.6. Take measures for avoidance and reduction of the amount of costs incurred as a result of the insurance event;

5.1.7. Undergo treatment according to medical prescription, comply with instructions of medical personnel, keep regular hours of the healthcare facility, where the Assured is provided with medical aid;

5.1.8. Release third persons (doctors, healthcare facilities, other organizations, which rendered services to the Assured or have information on the event happened) from obligations not to disclose the medical secrecy and trade secret concerning him/her, as well as children travelling with him/her, or other persons guarded by him/her;

5.1.9. On request of the Assistance, provide a copy of the foreign passport in order to confirm the period of stay abroad and identify the Assured;

5.1.10. If the Assured, under agreement with the Assistance (Insurer), individually pays for the received medical aid, medical and (or) additional services, and (or) paid medicinal products, or medical expendable materials, he/she shall, within 15 (fifteen) calendar days from the day of return from the trip, provide the Insurer with documents confirming the fact, reasons and circumstances of the insurance event and the amount of losses according to Section 13 of these Insurance Terms.

5.2. In case of the event, which may be recognized the insurance event, provided that personal accident insurance is in effect, additionally to actions stipulated by sub-paragraphs 5.1.1 – 5.1.10 of these Insurance Terms, the Insured, Assured, Beneficiary shall inform in writing the Insurer of accident according to the form stipulated by the Insurer, within 15 (fifteen) calendar days from the moment of return from the trip or in case of death of the Assured - within 15 (fifteen) calendar days from the moment of the occurrence of an insurance event or from the moment it became known about the occurrence of an insurance event, provide documents confirming the fact, reasons and circumstances of the insurance event and the amount of losses according to Section 18 of these Insurance Terms.

5.3. In case of the event, which may be recognized the insurance event, provided that third parties liability insurance is in effect, the Insured shall, additionally to actions stipulated by sub-paragraphs 5.1.1 – 5.1.6 of the Insurance Terms:

5.3.1. Inform in writing the Insurer of the event, which may be recognized the insurance event, within 15 (fifteen) calendar days from the day of return from the trip, provide documents confirming the fact, reasons and circumstances of the insurance event and the amount of losses according to Section 23 of these Insurance Terms.

5.3.2. In case of damage to third parties without the written consent of the Insurer, not make statements and not assume obligations to voluntarily compensate the damage to third parties, not recognize fully or partially his/her liability, not sign any documents, which establish the amount of loss, put to him/her due to the event, which may be recognized the insurance event. Otherwise, the Insurer shall be entitled to refuse to make the insurance compensation.

5.4. In case of the event, which may be recognized the insurance event, provided that trip cancellation coverage is in effect, the Insured (Assured, Beneficiary) shall:

5.4.1. Inform the competent authorities or institutions of the event, appeal to which is stipulated by the applicable laws of Ukraine, if the circumstances and consequences of the event require it, and receive documents from them, which confirm the fact, time and circumstances of the event;

5.4.2. Within 24 hours from the moment of the event or the moment, when the Insured (Assured) learns of this event:

- claim in writing to the tourism entity on the impossibility to make the trip or on postponement of its period for maximum reduction of the amount of potential losses;

- inform the Insurer to telephone number 0 800 50 45 45. While informing, the Insured (Assured, Beneficiary) shall indicate the nature and circumstances of the insurance event, name, address, telephone number of the tourism entity, date of departure abroad, reasons for impossibility to make the trip, and other information on the circumstances and reasons for the event, and the amount of losses at discretion of the Insurer;

5.4.3. Take all the possible measures in order to prevent and reduce the amount of losses incurred as a result of the insurance event, including commit all the actions in order to reduce the amount of financial losses due to refusal of the Insured from the trip abroad, in particular actions regarding return by the tourism entity (carrier, etc.) of a part of funds for the unused package of tourism services (tourism product), unused tickets, cancellation of booking in the country of stay.

5.4.4. Follow the recommendations of the Insurer with regard to actions of the Insured (Assured) in this situation (if such recommendations have been provided by the Insurer);

5.4.5. Provide the possibility for participation of the Insurer in the investigation of the competent authorities, or conduct own investigation on establishment of the reasons, circumstances of the event and amount of damage;

5.4.6. Inform in writing the Insured of the event, which may be recognized the insurance event, within 15 (fifteen) calendar days from the moment of the event of the moment, when the Insured (Assured) learns about this event, and provide documents confirming the fact, reasons and circumstances of the insurance event and amount of losses according to Section 28 of these Insurance Terms;

5.4.7. Take measures of collection and provision of all the necessary documents to the Insurer in order to define the amount of the damage and to take the decision on making the insurance compensation, or to refuse to make the insurance

compensation.

5.5. In case of the event, which may be recognized the insurance event, provided that luggage insurance is in effect, in case of the damage, destruction or loss of luggage and its part, the Insured (Assured, Beneficiary), additionally to actions stipulated by sub-paragraphs 5.1.1 – 5.1.65.1.4 of the Insurance Terms, shall:

5.5.1. Take all the possible measures in order to prevent and reduce the amount of losses (damage), save the insured luggage and eliminate the reasons that contribute to arising additional loss (damage), learning the nature and circumstances of the event, which caused losses, as well as providing the possibility for laying claim by the Insurer to guilty persons;

5.5.2. Within 24 hours from the moment, when it learns about damage, destruction or loss of the luggage, inform the carrier or its representative of this fact in pursuance with the procedure stipulated by the transportation rules, if the luggage is transferred against its responsibility (in other cases – local law enforcement agencies or other competent authorities of the country of stay depending on the circumstances of the event, which may be recognized the insurance event, officials of the hotel, hostel, recreation centre, etc.).

5.5.3. Receive confirming documents, which certify facts of losses (damage, destruction) of the luggage from the competent authorities and institutions stipulated by paragraph 5.5.2 of these Insurance Terms depending on the circumstances of the event, which may recognized the insurance event;

5.5.4. Keep the damaged (destroyed) luggage in the state it is upon the event, prior to its inspection by the Insurer, except for cases of the availability of the consent of the Insurer to such changes;

5.5.5. Inform in writing the Insurer of the event, which may be recognized the insurance event, within 15 (fifteen) calendar days from the day of return from the trip, and provide documents confirming the fact, reasons and circumstances of the insurance event, and the amount of losses according to Section 33 of these Insurance Terms.

Provision of instructions from the Insurer or its representatives to the Insured due to the indicated event, as well as taking measures by the latter to prevent and reduce the amount of loss shall not be the basis for recognition of this event the insurance event.

5.6. Documents necessary for making the insurance compensation shall be provided to the Insurer in form of originals, notarized copies, uncertified copies, provided that the Insurer has the possibility to check copies with these documents against their originals.

5.7. If documents necessary for making the insurance compensation, provided incomplete and (or) in improper form, or executed with violation of the present standards (no number, date, stamp, there are corrections of text, etc.), the decision on making the compensation or refusal to make it shall be taken upon receipt of documents executed properly an provided in the necessary volume. The Insurer shall inform the Insured (Assured, Beneficiary) of the availability of such inconsistencies, violations.

5.8. The Insurer shall be entitled to require translation of documents related to the event (certificates, medical opinion, invoices, etc.) to Ukrainian at the expense of the Insured (Assured, Beneficiary).

5.9. If due to legitimate reasons, the Insured (Assured) could not fulfil obligations stipulated by Section 5 of these Insurance Terms, he/she shall confirm in documents the availability of such legitimate reasons.

5.10. Taking into account peculiarities of the specific insurance event, under the written consent of the Insurer, the list of documents stipulated by Sections 13, 18, 23, 28, 33 of these Insurance Terms may be reduced.

6. THE PERIOD OF TAKING THE DECISION ON MAKING OR REFUSAL TO MAKE THE INSURANCE COMPENSATION

6.1. The insurance compensation shall be made by the Insurer according to the Policy on the basis of the application of the Insured (Assured) and the claim report, which is made by the Insurer or the authorized person in form, defined by the Insurer upon complete establishment of the circumstances, reasons and amount of the damage as a result of the insurance event.

6.2. Except for cases of making the insurance compensation by transfer of funds by the Insurer to the banking account of the Assistance, healthcare or other facility, which, according to the Insurer, has rendered services (according to sub-paragraphs 14.3.1– 14.3.2 of these Insurance Terms), the insurance compensation shall be mad as follows:

6.2.1. Within 15 (fifteen) working days from the moment of receipt of necessary documents (the latest of them if documents have been provided to the Insurer by parts) in order to confirm the fact, reasons, circumstances and consequences of the insurance event, and to define the amount of losses, in particular: documents stipulated by Sections 13, 18, 23, 28, 33 of these Insurance Terms (depending on type of insurance, under which the insurance event happens), and responds to requests of the Insurer to enterprises, installations and organizations, which possess information on the circumstances and reasons for the insurance event, the Insurer shall:

6.2.1.1. Take the decision on making the insurance compensation by making the claim report defining the amount of the insurance compensation, and within 10 (ten) working days from the day of making the claim report, makes the insurance compensation; or

- 6.2.1.2. Takes the reasonable decision on refusal to make the insurance compensation; or
- 6.2.1.3. In case of objective necessity to take additional measures in order to investigate the circumstances of the insurance event and amount of the damage as a result of it (according to paragraph 7.2 of these Terms), takes the decision to postpone taking the decision on making or refusal to make the insurance compensation, and establish the period for conduct of such investigation, upon completion of which takes one of the above-mentioned decisions.
- 6.3.** The Insurer, with justification of reasons, informs in writing the Insured (Assured) of taking one of the decisions stipulated by sub-paragraphs 6.2.1.2 – 6.2.1.3 of the Insurance Terms within 10 (ten) working days from the day of taking such decision.

7. REASONS FOR REFUSAL TO MAKE THE INSURANCE COMPENSATION

- 7.1.** The grounds for refusal of the Insurer to make the insurance compensation shall be as follows:
- 7.1.1. Express actions of the Insured or the person, in favour of which the Policy is concluded, directed at the insurance event. This provision shall not cover actions related to fulfilment of civic or sworn duty by them, in state of necessary defence (not exceeding it) or protection of property, life, health, honour, dignity. Classification of actions of the persons is made according to the applicable laws of Ukraine;
- 7.1.2. Committing intentional crime leading to the insurance event by the Insured (Assured) – individual or other person, in favour of which the Policy is concluded;
- 7.1.3. Giving intentionally false witness by the Insured (Assured) regarding the subject of the Policy or fact of the insurance event, including concealment of such witness;
- 7.1.4. Late reporting by the Insured (Assured) on the insurance event without legitimate reasons for it, or making obstacles for the Insurer in establishment of the circumstances, nature and amount of losses;
- 7.1.5. Absence of necessary documents confirming the fact, reasons and circumstances of the event, to which the Insured (Assured) refers, in case then such document may not be received.
- 7.1.6. Events which are exceptions from the insurance events or insurance limitation stipulated by Sections 12, 17, 22, 27, 32 of the Insurance Terms (depending on types of the insurance event);
- 7.1.7. Failure of the Insured to fulfil obligations stipulated by paragraph 4.2 of these Insurance Terms;
- 7.1.8. Receipt by the Insured (Assured) of the full compensation of losses from the person guilty of them, or other person. If loss is compensated partially, making the insurance compensation shall be made with deduction of the amount received from the indicated persons as a compensation of the damage.
- 7.1.9. Other cases stipulated by the laws.
- 7.2.** The Insurer shall be entitled to postpone taking the decision on making the insurance compensation or refusal to make the insurance compensation if:
- 7.2.1. The Insurer has doubts about truthfulness of information and documents provided by the Insured. The period of taking the decision on making the insurance compensation or refusal to make the compensation shall be extended for the period of receipt by the Insurer of necessary confirming documents from organizations, enterprise and institutions, which possess necessary information, but this period may not exceed 180 (one hundred eighty) calendar days from the day of receipt of all the necessary documents and information on the circumstances, reasons for the insurance event stipulated by Sections 13, 18, 23, 28, 33 of these Insurance Terms (depending on the insurance event);
- 7.2.2. On the basis of provided documents, the circumstances of the insurance event and the amount of the insurance compensation may not be established. In such case, the Insurer shall be entitled to authorize the investigation, including to conduct expert analysis by the independent specialist (expert), which has the relevant powers according to the laws of Ukraine. At the same time, the Insurer shall make the claim report not later than 15 (fifteen) working days upon receipt by the Insurer of the final results of such investigation, but this period may not exceed 90 (ninety) calendar days from the day of receipt of all the necessary documents and information on the circumstances, reasons for the insurance event stipulated by Sections 13, 18, 23, 28, 33 of these Insurance Terms (depending on the insured event);
- 7.2.3. The state body authorized to initiate the investigation with regard to the event, which may recognized the insurance event, has commenced the pre-trial investigation, the decision on making the insurance compensation or refusal to make the compensation shall be taken by the Insurer upon receipt by the Insurer of document confirming closing the proceeding, termination of the pre-trial investigation or giving sentence by court.

8. TERMS OF TERMINATION OF THE POLICY. THE PROCEDURE FOR AMENDING THE TERMS AND CONDITIONS OF THE POLICY

- 8.1.** The Policy shall cease to be in force and become invalid under consent of the Parties, as well as in case of:
- 8.1.1. Termination of the period of validity;
- 8.1.2. Fulfilment by the Insurer of obligations to the Insured (Assured) in full;
- 8.1.3. Failure to pay the insurance premiums by the Insured within the period stipulated by the Policy;
- 8.1.4. Liquidation of the Insured – legal entity, or death of the Insured – individual (Assured), or by him/her of legal

- capability, except for cases stipulated by Articles 22, 23 and 24 of the Law of Ukraine “On Insurance”;
- 8.1.5. Liquidation of the Insurer in pursuance with the procedure established by the applicable laws of Ukraine;
- 8.1.6. Taking the court decision on recognitions the Policy invalid;
- 8.1.7. In other cases stipulated by the applicable laws of Ukraine.
- 8.2. Any Party shall inform in writing the other Party of the intention of terminated the Policy not later than 1 (one) working day prior to the date of its enactment indicated in the Policy.
- 8.3. When terminating the Policy according to the application of the Insured, the Insured shall be returned all the paid insured premiums with deduction of standard costs for keeping defined in calculation of the rate.
- 8.4. When terminating the Policy according to the application of the Insurer, the Insured shall be returned one hundred per cent of the insurance premium contributed.
- 8.5. The insurance premium due shall be paid within 10 (ten) working days from the date of termination of the Policy.
- 8.6. In all the cases of termination of the Policy, the Insured (Assured) shall return the counterpart of the Policy owned to the Insurer.
- 8.7. Amendments to the Policy shall be made at mutual consent of the Parties of the Policy based on the written application of one of the Parties by entering into the additional policy or re-entering the Policy in writing within 5 (five) working days from the moment of receipt of the application by the other Party.
- 8.8. From the moment of receipt of the application by one of the Parties regarding amending or termination, the Policy shall be in force on the same terms prior to the moment of taking the decision on amending or termination.
- 8.9. If any of the Parties disagrees with amendments to the terms and conditions of the Policy, the issue of validity of the Policy on the effective terms or termination of it shall be settled within the same period.

9. FURTHER PROVISIONS

- 9.1. Disputed arising as a result of implementation of the terms and conditions of the Policy shall be settled by the Parties through negotiations.
- 9.2. If the Parties fail to reach an agreement through negotiations, disputes shall be settled in pursuance with the procedure stipulated by the applicable laws of Ukraine.
- 9.3. The dispute settlement procedure and the limitation period for hearing disputes between the Parties shall be defined according to the applicable laws of Ukraine.
- 9.4. Obligation to prove the fact of the insurance event and justification of the amount of losses or costs shall be fully born by the Insured (Assured), and/or the person providing services.
- 9.5. The Parties shall be relieved from liability for failure to fulfil or partial fulfilment of obligations under the Policy if it happens due to force-majeure circumstances, during force-majeure circumstances.
- 9.6. Force-majeure circumstances shall be fire, flood, earthquake or other natural disasters, embargo, riots, strikes, war or military actions of any kind, explosion, nuclear or any chemical contamination, actions or regulatory requirements of state and municipal authorities, including (but not limited to) actions of tax administration of different levels, central (national) banks and other institutions responsible for performance of banking transactions and control over foreign exchange transaction, or (i) any other circumstances not listed, and (i) which are beyond reasonable control of the Parties arising upon the date of signing the Policy, and significantly and negatively impact the possibility of the Parties to fulfil their obligations stipulated by the Policy.
- 9.7. All the insurance terms and definitions stipulated by the Policy shall be construed according the Law of Ukraine “On Insurance”.

SECTION II. MEDICAL EXPENSES INSURANCE

10. THE SUBJECT OF THE MEDICAL EXPENSES INSURANCE POLICY

- 10.1. The subject of the Policy shall be property interests not contradicting law and related to life, health of the Assured and medical expenses of the Assured, as well as his/her additional expenses, which directly relate to the insurance event when the Assured makes the trip (journey) abroad.
- 10.2. The Beneficiary shall be the Assured (in case of his/her death – his/her lawful successors, testament or inheritance agreement) taking into account the provisions of paragraph 14.3 of these Insurance Terms.

11. THE INSURANCE EVENTS UNDER MEDICAL EXPENSES INSURANCE

- 11.1. **The insurance event** shall be an event stipulated by the insurance program, which happened during the period of validity of the Policy (insurance coverage under the Policy), and shall not be an exemption from the insurance event or limitation of application according to these Insurance Terms, as a result of which the Assured shall receive medical aid, medical and (or) additional services stipulated by the insurance program, as a result of which the obligations of the Insurer to make the insurance compensation to the Insured (Assured) or the Assistance arises according to the terms and conditions of the Policy, in particular due to:

11.1.1. Complication of health of the Assured happening during the period and place of validity of the Policy (insurance coverage under the Policy) as a result of:

- 11.1.1.1. Acute disease of the Assured;
- 11.1.1.2. Acute exacerbation of chronic disease;
- 11.1.1.3. Accident.

11.1.2. Death of the Assured as a result of unexpected disease, acute exacerbation of chronic disease or accident;

11.1.3. Generation of additional expenses of the Insured (Assured) in the trip on the territory indicated in the Policy, as a result of:

- 11.1.3.1. Death of members of family (close relative) of the Assured as a result of acute disease, acute exacerbation of chronic disease and accident;
- 11.1.3.2. Seizure (arrest) of the Assured, deprivation of liberty, possibility of such cases, as well as any other complications resulted from official claims of third parties, including bail;
- 11.1.3.3. Delay of cancellation of flight;
- 11.1.3.4. Delay of delivery of luggage, loss of luggage or its damage.
- 11.1.3.5. Loss or steal of personal documents of the Assured necessary for return to the country of residence stipulated by paragraph 11.2.17 of these Insurance Terms, in the place of validity of the Policy.

11.2. Unless not stipulated by the insurance program indicated in Part 1 of the Policy, description of which is given in Table 1, and within limits of obligations of the Insurer stipulated by such insurance program and paragraph 11.4 of these Insurance Terms, in case of events stipulated by sub-paragraphs 11.1.1 – 11.1.3 of these Insurance Terms, the Insurer shall provide, with the help of the Assistance, medical aid, medical and (or) additional services to the Assured according to the following insurance options:

11.2.1. **“In-patient treatment”** option shall provide for emergency treatment, including stay and catering in standard ward on conditions of in-patient facility in case of diseases and conditions requiring in-patient treatment prior to the moment, when condition of the Assured, according to the decision of individual physician and (or) agreement with the Insurer, allows to discharge or evacuate the patient to the country of residence, and it shall include:

- consultations and other professional services of medical personnel, including doctors of focused specialization doctors;
- conduct of laboratory assessment and application of instrumental diagnostics methods in volume necessary in order to determine diagnosis;
- conservative and operative treatment;
- provision of medicinal products and medical expendable materials;
- provision of isolation period (quarantine) if necessary according to the medical opinion;

11.2.2. **“Out-patient treatment”** option shall provide for emergency treatment in ambulatories, clinics, and it shall include:

- consultations and other professional services of medical personnel, including doctors of focused specialization doctors;
- conduct of laboratory assessment and application of instrumental diagnostics methods in volume necessary in order to determine diagnosis;
- conservative and operative treatment;
- taking remedial actions and manipulations;
- provision of medicinal products and medical expendable materials;

11.2.3. **“Emergency aid”** option shall provide for emergency aid administrated to the Assured due to medical reasons as a result of reasons stipulated by sub-paragraphs 11.1.1.1 – 11.1.1.3 of these Insurance Terms, and it shall include:

- visit of emergency medical service team;
- express diagnostics and emergency aid prior to admission to hospital;
- provision of medicinal products and medical expendable materials;
- transportation by ambulance to the specialized healthcare facility for further treatment and/or admission to hospital.

Emergency aid is a medical assistance administrated in conditions making danger for life, and requiring emergency medical assistance within the first 12 hours from contraction (acute exacerbation) of disease, and in case of failure to provide emergency aid within 24 (twenty-four hours) hours, severe fatal complications will arise.

11.2.4. **“Dentistry”** option shall provide for compensation of expenses, within the limit stipulated by the Insurance program given in Table 1, for therapeutic and surgical treatment of teeth and mouth cavity (except for cosmetic, orthodontic procedures, prosthetics) related to:

- acute inflammation of a tooth and(or) tissue around it (including implants);
- provision of emergency dental aid as a result of accident

Limit of obligations of the Insurer under the “Dentistry” option for “A” program shall be USD (EUR) 150, for “B” program - USD (EUR) 200 and “C” program – USD (EUR) 300.

11.2.5. **“Emergency aid in case of complication of gestation till the 29th week”** option shall provide compensation of losses for emergency aid and in-patient treatment of the Assured, duration of gestation of which does not exceed 29

(twenty nine) weeks of gestation (inclusively) when there is a danger of abortion;

11.2.6. **“Medical transportation”** option shall provide for medical and transportation services, within the limit stipulated by the Insurance Program and given in Table 1, in particular:

11.2.6.1. Evacuation (transportation) of the Assured from the place of the event to the nearest healthcare facility by:

- ambulance;
- taxi;
- medical aviation, etc.

11.2.6.2. Medical repatriation of the Assured to the country of residence (the nearest healthcare facility to the border or airport depending on means of transportation utilized), except for treatment abroad, provided that health of the Assured allows to transport him/her, and according to the decision of individual physician there is a necessity to conduct further in-patient treatment of the Assured), and (or) if expenses for stay in-patient may exceed the relevant sum insured stipulated by the Policy (limit of obligations of the Insurer). Transportation may be made by:

- ambulance;
- medical aviation, etc.

11.2.6.3. Medical repatriation of the Assured to the country of residence (the nearest healthcare facility to the border or airport depending on means of transportation utilized) for surgical operation, instead of treatment abroad, provided that health of the Assured allows to transport him/her, and according to the decision of individual physician there is a necessity to a surgical operation, which may be postponed under the decision of individual physician prior to return to the country of residence. Transportation may be made by:

- ambulance;
- plane (including on dedicated place), etc.

11.2.6.4. Medical repatriation shall be made only provided that there are not medical contraindications and within the limit stipulated by the Insurance Program and given in Table 1;

11.2.6.5. The decision on the necessity and possibility to transport the Assured, as well as on choice of means, route and final destination of transportation, shall be taken by the healthcare facility and individual physician of the Assured together with the Assistance (Insurer), taking into account medical indications;

11.2.6.6. If necessary to render medical and transportation services stipulated by sub-paragraphs 11.2.6.1 – 11.2.6.3 of these Insurance Terms, depending on health of the Assured, his/her transportation shall be organized by the Assistance, under agreement with the Insurer, including medical support (if such support is required according to the recommendation of individual physician).

11.2.6.7. The Insurer, under this option, shall not compensate expenses for transportation of the luggage of the Assured to the country of residence.

11.2.7. **“Unplanned return due to health complication”** options shall provide for payment of one-way travelling cost of the Assured according to paragraph 11.2.13 of these Insurance Terms from the place of stay to the country of residence.

The services are rendered if departure of the Assured is late, that is the day indicated in travel documents owned by the Assured, due to health complication as a result of actions stipulated by sub-paragraphs 11.1.1.1– 11.1.1.3 of these Insurance Terms leading to the necessity for the Assured to stay in-patient.

11.2.8. **“Return minor children travelling together with the Assured home”** options shall provide for payment of travelling cost of minor children travelling together with the Assured to the country of residence (according to the provisions of paragraph 11.2.13 of these Insurance Terms), and if necessary, their support by the third party if there is no one to look after the children due to in-patient treatment of the Assured as a result of health complication or death of the Assured as a result of events stipulated by sub-paragraphs 11.1.1.1– 11.1.1.3 of these Insurance Terms.

The Insurer shall compensate travelling cost of children under 16 to the country of their residence only then if none of the persons travelling with them over 18 years old is not able to look after them as a result of in-patient treatment due to acute disease, acute exacerbation of chronic disease, accident or death;

11.2.9. **“Visit of member of family (close relative)”** option shall provide for payment, within the limit stipulated by the Insurance Program and given in Table 1, of travelling cost roundtrip (from the country of residence and back) and cost of accommodation of one member of the family (close relative) of the Assured if the period of hospitalization of the Assured travelling alone as a result of health complication exceeds 10 (ten) days, and provided that there is no person over 18 years old near, who travels together with him/her.

At the same time, the Insurer shall compensate travelling cost according to the provisions of paragraph 11.2.13 of these Insurance Terms in the amount not exceeding USD (EUR), and cost of accommodation in hotel (not more than 4 days) in the amount not exceeding USD (EUR) 100 for each day.

While other expenses for visit of the Assures by member of the family shall not be compensated by the Insurer.

11.2.10. **“Unplanned return due to legitimate reasons”** option shall provide for payment, within the limit stipulated by the Insurance Program and given in Table 1, of travelling cost of the Assured according to paragraph 11.2.13 of these

Insurance Terms in case of early (unplanned) return of the Assured to the country of residence if one of the members of the family (close relatives) of the latter, for the period of validity of the Policy, died (if documents are available, which confirm the fact of this event and kinship with the Assured).

At the same time, the Insurer shall compensate travelling cost according to the provisions of paragraph 11.2.13 of these Insurance Terms in the amount not exceeding USD (EUR) 250.

11.2.11. **“Travel of employee substituting the Assured”** option shall provide for payment, within the limit stipulated by the Insurance Program and given in Table 1, of travelling cost of the person substituting the Assured in the course of fulfilment of sworn duties on the territory of the country of temporary stay to the place of fulfilment of sworn duties if the Assured is transported to the healthcare facility to the country of residence (medical evacuation) with the in-patient treatment necessity.

The services shall be rendered, provided that the employee substituting the Assured should start fulfilling its sworn duties as soon as doctor informs him/her of medical evacuation of the Assured.

At the same time, the Insurer shall compensate travelling cost according to the provisions of paragraph 11.2.13 of these Insurance Terms in the amount not exceeding USD (EUR) 250.

11.2.12. In case of the events stipulated by sub-paragraphs 11.2.7 – 11.2.11 of these Insurance Terms, in order to receive services stipulated by the Insurance Program, the Assured, on request of the Insurer, shall transfer its tickets and tickets of children travelling together with the Assured for return journey to the representative of the Assistance or the Insurer (its representative).

11.2.13. The Insurer shall compensate travelling costs stipulated by sub-paragraphs 11.2.7 – 11.2.11 of these Insurance Events made in agreement with the Insurer by:

- bus; or
- plane – economy class; or
- other means of transport under agreement with the Insurer.

11.2.14. **“Repatriation of remains”** option shall provide for post-mortal repatriation of remains of the Assured in case of his/her death as a result of unexpected acute disease, acute exacerbation of chronic disease or accident, within the limit stipulated by the Insurance Program and given in Table 1, in particular:

- cost of post-mortal repatriation of the body to the country of residence of the Assured or
- cost of funeral (cremation) of remains of the Assured on the territory of the country of temporary stay in case if there no relatives of the Assured or they give consent to such funeral.

The final destination of repatriation shall be defined under agreement of the parties of the Policy. At the same time, the Insurer shall not compensate costs of funeral services (services related to arrangement of funeral and grave site) on the territory of the country of residence of the Assured.

For organization of repatriation, relatives of dead (guardians, etc.) shall, within the shortest period of time, provide the Insurer with the duly executed documents confirming their kinship with the Assured, as well as the application-confirmation of readiness to take the dead body after transportation of coffin to the customs territory of Ukraine or the territory agreed with the Insurer.

The Insurer shall also compensate expenses for transportation of the luggage of the dead Assured to the country of residence.

11.2.15. **“Flight delay”** option shall provide for making the insurance compensation, within the limit stipulated by the Insurance Program and given in Table 1, in case of delay of departure of plane (regular or charter flight) due to strike, technical issues, unfavourable weather conditions or failure of plane for 4 (four) or more hours (at the same time, the Insurer shall not make the compensation for the first 4 hours).

Limit of obligations of the Insurer under the “Flight delay” option for “C” program shall be USD (EUR) 10 for each hour of delay, but in any case not more than USD (EUR) 100.

11.2.16. **“Luggage”** option shall provide for:

11.2.16.1. Payment, within the limit stipulated by the Insurance Program and given in Table 1, of cost of personal hygiene products and clothes, in case of failure to delivery the luggage to the Assured, which is transported by air (aviation) transport registered according to the customs rules, within 6 (six) hours after his/her arrival to airport (except for arrival to the country of residence). The Insurer shall compensate the expenses on the basis of original documents confirming them.

While limit of obligations of the Insurer for “C” program shall be USD (EUR) 100;

11.2.16.2. Payment, within the limit stipulated by the Insurance Program and given in Table 1, of cost of personal hygiene products and clothes in the amount stipulated by the insurance program (with deduction of amounts paid by air carrier and other insurers, and amounts spent for compensation of loss due to delay of delivery), if the luggage transported by air (aviation) transport and registered according to the customs rules has been lost, damaged or destroyed during the period, when the air carrier bears liability for safety of the luggage.

While limit of obligations of the Insurer for “C” program shall be USD (EUR) 300;

11.2.16.3. Payment of cost of transportation of the luggage of the Assured to the healthcare facility in case of his/her admission to hospital and (or) to the country of residence in case of medical repatriation of the Assured;

11.2.16.4. Provision by the Assistance of advice regarding return of the luggage to the Assured, which has been lost during the use of air (aviation) transport;

11.2.17. **“Loss of documents”** option shall provide for advice of the Assistance when reinstating lost or stolen documents during travel of personal documents of the Assured necessary for return to the country of residence:

a) foreign passport of the Assured, child passport;

b) if the Assured travels by his/her own vehicle – driving license, certificate confirming registration of the vehicle owned by the Insured (Assured) under the right of ownership or under other lawful grounds (rent, lease agreement, etc.).

c) tickets to return journey to the country of residence.

At the same time, the Insurer shall compensate expenses, within the limit stipulated by the Insurance Program and given in Table 1, related to execution of temporary documents of the Assured necessary for return to the country of residence, as well as cancellation of lost and executed new tickets to return journey to the country of residence (while price of new tickets shall not be compensated).

Limit of obligations of the Assured under the “Loss of documents” for “C” program shall be USD (EUR) 200.

11.2.18. **“Legal assistance”** option shall provide, within the limit stipulated by the Insurance Program and given in Table 1, for the following:

11.2.18.1. In case of seizure (arrest) of the Assured, deprivation of liberty, possibility of such events, as well as any complications resulted from official claims laid by third parties to the Assured, organization and payment for services of a practical lawyer appointed directly by the Assistance (Insurer) or under its written approval.

While limit of obligations of the Insurer for “C” program shall be USD (EUR) 1,000;

11.2.18.2. Organization of legal advice in case of accident, traffic offence, harm to life, health and (or) property of the Assured done by the third party, etc., except for payment for price of such advice;

11.2.18.3. Making bail to the judicial authorities of the country of stay, provided the Assured return the amount of bail within 45 (forty-five) days from the moment of making bail. In case of failure to comply with this provision, the Insurer shall be entitled to claim return of the amount of bail in court.

While limit of obligations of the Insurer for “C” program shall be USD (EUR) 3,000.

If the amount of this bail is returned by the relevant institutions of the country of temporary stay prior to expiry of the indicated period, the Assured shall return it to the Insurer.

If the Assured is called to court, and he/she avoids this call, and the bail is under seizure, the Insurer shall claim immediate payment of the bail given from the Assured;

11.2.19. **“Telephone conversations”** option shall provide for compensation, within the limit stipulated by the Insurance Program and given in Table 1, of expenses for telephone conversations held by the Assured with the Assistance (Insurer) in order to receive or agree receipt of services stipulated by the Policy.

While limit of obligations of the Insurer for “A”, “B”, “C” programs shall be USD (EUR) 50.

11.3. Brief description of “A”, “B”, “C”, “V” and “S” insurance programs and limits of obligations of the Insurer under each program shall be given in Table 1.

11.4. Limits of obligations of the Insurer established under specific programs:

11.4.1. If Part 1 of the Policy provides for insurance under “V” program, limits of obligations of the Insurer shall be as follows:

11.4.1.1. For one insurance event – 25 % of the sum insured stipulated for the Assured by Part 1 of the Policy.

11.4.1.2. For payment of price of diagnostics and (or) treatment of cardio-vascular disease of the Assured – 15% of the limit established for one insurance event according to sub-paragraph 11.4.1.4 of these Insurance Terms;

11.4.1.3. For payment of price of medicinal products and medical expendable materials – 5 % of the limit established for one insurance event according to sub-paragraph 11.4.1.4 of these Insurance Terms;

11.4.1.4. For payment of price of goods of medical purpose (equipment for metallic osteosynthesis) – 5 % of the limit established for one insurance event according to sub-paragraph 11.4.1.4 of these Insurance Terms;

11.4.1.5. For Insurance options “Medical transportation”, “Unplanned return due to health complication”, “Repatriation of remains” – 15% of the limit established for one insurance event according to sub-paragraph 11.4.1.4 of these Insurance Terms.

11.4.2. If Part 1 of the Policy provides for insurance under “S” program, limits of obligations of the Insurer shall be as follows:

11.4.2.1. For one insurance event – 25 % of the sum insured stipulated for the Assured by Part 1 of the Policy;

11.4.2.2. For payment of price of diagnostics and (or) treatment of cardio-vascular disease of the Assured – 10% of the limit established for one insurance event according to sub-paragraph 11.4.1.4 of these Insurance Terms;

11.4.2.3. For Insurance options “Medical transportation”, “Unplanned return due to health complication”, “Repatriation of remains” – 10% of the limit established for one insurance event according to sub-paragraph 11.4.1.4

of these Insurance Terms.

12. EXCEPTIONS FROM THE INSURANCE EVENTS AND LIMITATS UNDER MEDICAL EXPENSES INSURANCE

12.1. Under the Policy, price of received medical aid, medical and (or) additional services rendered to the Assured shall not be covered and compensated, if they result from:

12.1.1. Committing unlawful actions (including violation by the Assured of the fire safety rules, traffic rules, health and safety rules, and other rules and standards established by the country of temporary stay) by the Assured, provided that injury of the Assured or other health complication relates directly to such actions of the Assured. Unlawful actions may be classified as such according to the laws applicable both in the country of temporary stay, and in the country of residence;

12.1.2. Direct or indirect exposure to ionizing radiation, nuclear explosion, radioactive contamination of any origin;

12.1.3. Suicide of the Assured, attempted suicide or purposeful bodily injury of the Assured him-/herself and their consequences;

12.1.4. Self-treatment or treatment of the Assured in the healthcare facility or by doctor which have no relevant permits (licenses) for medical activity;

12.1.5. Consumption of alcohol, drugs or toxic substances by the Assured.

12.1.6. Treatment, which the Assured person has undergone prior to the enactment of the Policy (insurance coverage under the Policy), except for conditions requiring provision of emergency aid, also in case if the trip has been contraindicated to the Assured due to health condition;

12.1.7. Participation of the Assured in bargain, offences or fights (except for cases of self-defence), riots, revolts, wars, civil unrest, if the Assured has been a collateral in actions, which, according to the applicable laws of the country of stay, are classified as a crime against civil order and morality, as well as service of the Assured in any military institutions and organizations;

12.1.8. Engagement by the Assured, during the trip, in any active recreation (amateur sport) and (or) professional sport, except for cases, when it is stipulated by the Policy, which is accordingly indicated in Part 1 of the Policy, insurance under the risk category (according to paragraph 1.12 of these Insurance Terms), which is complaint with this kind of sport.

12.1.9. When the Assured works physically as a hired employee if Part 1 of the Policy stipulates no risk category "M" or "M1" for the Assured;

12.1.10. Driving any vehicle by the Assured without permit recognized in the country of stay;

12.2. The Policy shall not cover and compensate expenses of the Insurer for:

12.2.1. Medical aid in case of acute exacerbation of the chronic disease, which, for previous 6 (six) months prior to the date of the trip, was treated or required treatment, except for conditions requiring provision of emergency medical aid.

12.2.2. Treatment of disease or injuries resulted from force-majeure circumstances, including:

– participation of the Assured in war, intervention, terrorist attacks, civil war, revolt, revolution, acts of military power or usurpative government;

– natural disasters and their consequences, epidemics, quarantine, unfavourable weather conditions, provided that the territory on which the Assured is located, is officially recognized natural disaster zone, quarantine territory (or has such status) by the competent state authorities if such recognition has been made prior to arrival of the Assured to the country of temporary stay;

12.2.3. Provision of dental services, except for expenses stipulated by paragraph 11.2.4 of the Insurance Terms, provided that the "Dentistry" option is stipulated by the Insurance Programs of the Assured;

12.2.4. Making abortion, except for cases, when it is required as a result of accident or sudden disease;

12.2.5. Provision of medical aid, medical services related to gestation, its complication and childbearing, except for expenses stipulated by paragraph 11.2.5 of the Insurance Terms, provided that the "Emergency aid in cases of complication till the 29th week of gestation" is stipulated by the Insurance Programs of the Assured, as well as post-natal care after child;

12.2.6. Artificial fertilization, treatment of infertility, measures of contraception;

12.2.7. Any prosthesis, implantation, transplantation and provision of prosthetic appliance, implants, etc.

12.2.8. Medical accessories (medical products), except for medical expendable materials (bandage, syringe, drop glass, single-use armamentarium, surgical sutures, components for metallic osteosynthesis, etc.) necessary for provision of medical aid (service); purchase and repair of accessories (cardiac pacemakers, inhalers, thermometers, tonometers and other measuring devices, glasses, contact lenses, hearing kits, prosthetic appliance, wheelchairs, crutch, canes, etc.);

12.2.9. Diagnostics measures (including consultations and laboratory assessment) and treatment procedures, which are not mandatory and/or necessary in case of accident or sudden disease, acute exacerbation of chronic disease, or not related to them;

- 12.2.10. Medical and other services not stipulated by the Policy (insurance program);
- 12.2.11. Medical and other services not agreed with the Assistance (Insurer) in pursuance with the procedure established by these Insurance Terms;
- 12.2.12. Diagnostics measures (including consultations and laboratory assessment) provided without further treatment;
- 12.2.13. Treatment not prescribed by doctor;
- 12.2.14. Making operation related to reparative or plastic surgery, including operation related to elimination of cosmetic defect, except for cases when such operation is related to injury received as a result of accident and may not be postponed under the decision of individual physician prior to return to the country of residence;
- 12.2.15. Taking preventing measures, vaccinations, disinfections, general medical examinations, medical expert examination, issue of medical certificated and certificates;
- 12.2.16. Treatment and (or) tendance of the Assured by his/her relatives, except for expenses stipulated by the “Visit by member of family (close relative)” option, provided that such operation is stipulated by the terms and conditions of the Insurance Program of the Assured;
- 12.2.17. Rehabilitation therapy, rehabilitation and physiotherapy;
- 12.2.18. Corrective and (or) rehabilitation treatment, treatment in resorts, sanatoriums, recreation centres and other resort institutions;
- 12.2.19. Angiography, as well as expenses related to heart and vascular operations, including shunt procedures, angioplasty and shunt procedures
- 12.2.20. Examination and treatment by methods of manual therapy, reflex therapy (needle therapy), chiropractic, massage, homeopathy, phyto- and naturetherapy and other methods failing to be included by evidence-based medicine;
- 12.2.21. Provision of means and services of additional comfort, in particular: premium ward, air conditioner, air humidifier, TV, phone, as well as services of hairdresser, massage therapist, cosmetician, interpreter, etc.;
- 12.2.22. Treatment on the territory of the country (place) of temporary stay after the date, when, according to the opinion of individual physician, medical repatriation is possible according to medical indications, except for expenses incurred with the purpose of medical repatriation of the Assured;
- 12.2.23. Diagnostics and treatment that according to the decision of individual physician may be postponed prior to return of the Assured to the country of residence, including surgical operations, which prior to return of the Assured to the country of residence, may be changed by conservative therapy regimen;
- 12.2.24. Medical repatriation if treatment of disease or bodily injury according to the decision of individual physician may be carried out the place of the Assured, and (or) unless disease prevents continuation of the trip;
- 12.2.25. Medical aid and services, when under the decision of individual physician, the Assured may return to the country of residence him-/herself or with support of other persons;
- 12.2.26. Transportation of the Assured from one healthcare facility to another one without preliminarily approval with the Assistance or Insurer;
- 12.2.27. Services related to inconveniences is use of air (aviation) transport in case of delay or cancellation of flight if:
- 12.2.27.1. The Assures has not passed registration for flight, except for cases, when there has not been possibility to pass registration through strikes or due to technical reasons;
- 12.2.27.2. Delay of flight has resulted from strike or due to technical reasons, on which the Assured has been informed beforehand to registration;
- 12.2.27.3. The Assured person has refused to fly prior to departure of his/her plane;
- 12.2.28. Services in case of delay of delivery of the luggage, if:
- 12.2.28.1. The luggage is transported by flight, final destination of which is the country of residence of the Assured;
- 12.2.28.2. The Assured has not informed the authorized representative of the air carrier on delay of delivery of the luggage or its loss;
- 12.2.28.3. Delay of the luggage of the Assured has been caused by the customs inspection;
- 12.2.28.4. Expenses have been incurred by the Assured upon delivery of his/her luggage by the air carrier.
- 12.2.29. Services in case:
- 12.2.29.1. Loss of the luggage, its damage or destruction happened as a result of seizure and (or) destruction of the luggage by the customs authorities or other representatives of the official government of the country of temporary stay;
- 12.2.29.2. Damage (spoiling) of cargo as a result of regular wear off, hidden defects, actions of insects, chemical agents or other unfavourable conditions;
- 12.2.29.3. Losses (damage, destruction) together with the luggage of cash, personal, administrative and business documents (including commercial and scientific materials), documents identifying personality, certifications of registration of vehicle, driving license, traveller cheque, securities, cash, fuel vouchers, specially valuable things and items (jewellery, collections, things and items, which have artistic and historical value, etc.), dentures and contact lenses, etc.;
- 12.2.30. Restatement of any lost documents of the Insured (Assured), except for those stipulated by paragraph 11.2.17

of these Insurance Terms, provided that the “Loss of documents” option is stipulated by the Insurance Program of the Assured;

12.2.31. Restatement of documents in case of:

12.2.31.1. Seizure of documents by the customs authorities or other representatives of the official government of the country of residence;

12.2.31.2. Failure of the Assured to inform the relevant authorities and services of the missing (lost, stolen) documents, as well as failure of the Assured to file the application on the relevant form about the absence of the documents;

12.2.32. Change of documents if such change has been induced by damage, loss of appearance for use, etc.

12.3. The Insured shall not compensate cost of received medical aid, medical and (or) additional services due to:

12.3.1. Sunstroke, sunburns and other acute changes in skin cover resulted from impact of ultraviolet irradiation;

12.3.2. Nervous or psychological diseases and disorders, neurosis (anxiety attack, depression, hysteric syndrome, etc.) and their acute conditions, except for brain fever or encephalitis;

12.3.3. Inborn development defects; disease and conditions resulting from inborn development defects;

12.3.4. Chronic diseases, except for cases of acute condition; diseases resulted from staying in the country of residence;

12.3.5. Sexually transmitted diseases, as well as diseases resulting from them;

12.3.6. Any disease or death resulted from HIV-infection, AIDS;

12.3.7. Any form of hepatitis, except for hepatitis A, and their consequences;

12.3.8. Oncological diseases, diseases and conditions resulting from oncological diseases;

12.3.9. Caisson illness, compressed air disease;

12.3.10. Dysacusia resulting from accumulation of ear-wax and (or) water insertion;

12.3.11. Dermatitis, erythems, fungoid skin diseases and adjuncts, of mucous coat, except for stomatitis;

12.3.12. Helminthiasis, amebiasis, lambliaiasis.

12.3.13. Condition with headache, giddiness, migraine, without supporting disease; conditions, symptoms stipulated by Section XVIII ICD-10 (R00-R99). (ICD – International Classification of Diseases);

12.4. The Insured shall not compensate expenses related to:

12.4.1. Circumstances, of which the Insurer has been aware or should have been aware, but has failed to take all the measures required from it in order to prevent the insurance event;

12.4.2. Treatment on the territory of the country of residence of the Assured;

12.4.3. Allowances to colleagues or members of the family of the Assured during treatment of the Assured, except for cases stipulated by paragraph 11.2.9 of the Insurance Terms, provided that the “Visit of member of family (close relative)” is stipulated by the Insurance Program of the Assured;

12.4.4. Paid treatment in the healthcare facility, as well as any other expenses of the Assured has the right to free medical service.

12.4.5. The event, as a result of which the Assured needs to receive medical aid, medical services and (or) additional services, ensuring provision of which is stipulated by the Policy, prior to the commencement date of the Policy or upon its termination (termination of the insurance coverage under the Policy). The Insurer shall be entitled to refuse to make the insurance compensation, and the Assistance shall be entitled to refuse to render services stipulated by the Policy if the event happens during the trip within the time, when the period of validity of the insurance coverage under the Policy stipulated by sub-paragraphs 3.5 – 3.12 of these Insurance Terms expires;

12.4.6. Diagnostics, treatment and (or) medical repatriation of the Assured upon termination of the Policy (insurance coverage under the Policy).

Except for cases, when the insurance event relates to emergency in-patient treatment initiated during the period of validity of the Policy.

In this case, the Insurer shall compensate, within the sum insured and limit of obligations of the Insurer in the amount of up to USD (EUR) 5,000, unless otherwise provided by the insurance policy, costs of emergency in-patient treatment and (or) medical repatriation of the Assured upon expiry of the period of validity of the Policy (insurance coverage under the Policy) till the moment, when condition of the Assured, according to the decision of individual physician and (or) under agreement with the Insurer, allows to discharge him/her from the healthcare facility or evacuate to the country of residence, but not more than 15 (fifteen) calendar days upon expiry of the period of validity of the Policy (insurance coverage under the Policy).

12.4.7. Repeat appeal regarding the same disease (injury).

12.5. If the Assured has travelled in order to receive treatment or has expected to receive treatment, the Insurer shall not compensate medical expenses for treatment which is a purpose of the trip, or expected treatment, as well as expenses resulted from health complication or death of the Assured due to this treatment.

12.6. The Insurer shall bear no liability for compensation of pain and suffering, expenses resulted from errors of doctors (wrong medical manipulations) or other persons, who have provided aid to the Assured.

12.7. The Insurer shall not compensate expenses of the Insured (Assured) incurred as a result of performance of transactions by third parties using lost or stolen banking card of the Assured.

12.8. If Part 1 of the Policy stipulated insurance under “V” or “S” program, medical and other following expenses shall not be covered by insurance and shall not be compensated by the Insurer:

12.8.1. Provision of any dental services, included expenses for examination, emergency treatment and medicinal products in case of acute inflammation of a tooth and tissues around, as well as in case tooth injury as a result of accident;

12.8.2. Provision of medical services related to gestation, its complications, childbearing of any period of gestation and post-natal care after child;

12.8.3. Unplanned return of the Assured from the place of temporary stay to the country of residence, except for the expenses stipulated by the "Medical transportation" option, "Unplanned return due to health complication" option and "Repatriation of remains" option.

12.8.4. Exclusively under “V” program – diagnostics and (or) treatment in the Assured of acute respiratory (viral) disease, pharyngitis, otitis with no body temperature of 39.0 °C and higher; digestive tract disease requiring no parenteral treatment;

12.8.5. Exclusively under “S” program – any diagnostics and (or) treatment of the Assured, except for provision of emergency aid (according to the terms and conditions of the “Emergency aid” option), and (or) in-patient diagnostics, treatment (according to the terms and conditions of the “In-patient treatment” option).

13. THE LIST OF DOCUMENTS CONFIRMING THE INSURANCE EVENT AND THE AMOUNT OF LOSSES UNDER MEDICAL EXPENSES INSURANCE

13.1. Documents confirming the fact, circumstance and reasons for the insurance event, as well as the amount of losses (expenses incurred) shall be as follows:

13.1.1. Certificate of the healthcare facility on out-patient or in-patient treatment of the Assured indicating the period of treatment, diagnosis, reasons causing disease, general conclusions of doctor;

13.1.2. Documents on price of received medical aid, medical and other expenses incurred;

13.1.3. Originals of invoices in details on price of provided medical aid, medical and (or) additional services;

13.1.4. Receipt of payment for provided medical aid, medical and (or) additional services indicating surname of the patient, his/her diagnosis, detailed information on each treatment procedure and date of its conduct;

13.1.5. In case of provision of dental aid – relevant certificate indicating teeth treated and a detailed description of treatment undergone;

13.1.6. Medication forms with name of prescribed medicinal products, certified by seal of the relevant doctor or healthcare facility;

13.1.7. Cheques (receipts) of payment of purchased medicinal products or medical expendable materials;

13.1.8. Originals of telephone bills confirming the fact of appeal of subscribers indicated in the Policy and price of conversations held;

13.1.9. Documents (cheques, invoices, receipts) confirming payment of cost of other services rendered;

13.1.10. Taking into account peculiarities of a specific insurance event, other documents confirming the fact, reasons and circumstances of the insurance event and the amount of losses incurred on request of the Insurer.

13.2. If the Assured, under agreement with the Assistance (Insurer), has paid individually price of received medical aid, medical and (or) additional services, and (or) has purchased medicinal products or medical expendable materials, he/she shall, within 15 (fifteen) calendar days from the day of return from the trip, provide the Insurer with documents confirming the fact, reasons and circumstances of the insurance event and the amount of losses incurred:

13.2.1. Application for making the insurance compensation on form established by the Insurer;

13.2.2. The Policy or its duplicate belonging to the Insured;

13.2.3. Documents, which according to the laws of Ukraine, allow to identify the recipient of the insurance compensation (passport or other document certifying identity of the person, who has appealed for the insurance compensation, copy of the certificate (card) on assignment of tax-payer number or identification number or registration number of tax-payer accounting card);

13.2.4. Foreign passport of the Assured;

13.2.5. Documents confirming stay and the period of stay in the country of temporary stay: travel documents, employment agreements, invitations of the receiving party, tickets (air, railway, motor transport), boarding card, hotel registration card, etc.;

13.2.6. Documents confirming the fact, reasons and circumstances of the insurance event and the amount of losses according to paragraph 13.1 of these Insurance Terms;

13.2.7. Other documents on the written request of the Insurer regarding the fact, circumstances, reasons of the insurance event, amount of losses incurred (expenses) and documents necessary for making the insurance compensation.

13.3. Considering peculiarities of the specific insurance event, the Insurer may reduce the list of documents stipulated by sub-paragraphs 13.1 – 13.2 of these Insurance Terms.

14. THE PROCEDURE AND TERMS OF MAKING THE INSURANCE COMPENSATION UNDER MEDICAL EXPENSES INSURANCE

14.1. The insurance compensation shall be recognized on the basis of price of medical aid, medical and (or) additional services provided to the Assured within established limits of the Insurer, taking into account the deductible (if stipulated by the Policy) and other terms and conditions of the Policy.

14.2. If Part 1 of the Policy stipulated for the deductible, the Assured shall pay this amount to the healthcare facility, doctor or the third party in the process of provision of medical aid, medical and (or) additional services to the Assured, compensation of price of which is stipulated by the Policy;

14.3. The insurance compensation shall be made on the basis of documents confirming the fact of the insurance event, defining the amount of eventually (necessary) medical aid, medical and (or) additional services by:

14.3.1. Transfer of funds to the banking account of the Assistance – if medical aid, medical and (or) additional services have been provided to the Assured with the help of the Assistance;

14.3.2. Transfer of funds to the banking account of the healthcare or other facility, which under consent of the Insurer, has provided services compensation of price of which is stipulated by the Policy;

14.3.3. To the Insured (Assured, Beneficiary) – if the Insured (Assured) has paid price of medical aid, medical and (or) additional services individually, compensation of price of which is stipulated by the Policy.

14.4. The insurance compensation to the Insured (Assured) shall be made in UAH at the official rate of the National Bank of Ukraine established as of the date of the insurance event. The amount of the deductible stipulated by the Policy shall be determined in the same way.

14.5. If under a specific insurance option (type of expenses), compensation of which is stipulated by the Policy, the insurance events (expenses) have not appear simultaneously, the insurance compensation under such insurance option (type of expenses) may not exceed the relevant limit of liability (obligations) of the Insurer stipulated by the Agreement.

SECTION III. PERSONAL ACCIDENT INSURANCE

15. THE SUBJECT OF THE PERSONAL ACCIDENT INSURANCE POLICY

15.1. The subject of the Policy shall be property interests not contradicting law and related to life, health and working capacity of the Insured or Assured defined by the Insured in the Policy under his/her consent.

16. THE INSURANCE EVENTS UNDER PERSONAL ACCIDENT INSURANCE

16.1. **The insurance event** shall be event happening during the period of validity of the Policy and not classified as exceptions or limitations of insurance, in particular:

16.1.1. Traumatic injury or other health complication of the Assured stipulated by the Table of the insurance compensations in case of the insurance events, which is Part 3 of this Policy placed on the official site of the Insurer on the Internet at: www.providna.ua, (hereinafter referred to as the “Table of the insurance compensations”) as a result of accident;

16.1.2. Establishment of I, II, III disability group of the Assured (including change of the disability group to higher one) or disabled child category (for the Assureds under 18) as a result of accident;

16.1.3. Loss of life (death) of the Assured as a result of accident.

16.2. Death of the Assured or establishment of the disability group for him/her (including change of the disability group to higher one) as a result of accident happened during the period of validity of the Policy, shall be recognized the insurance event within 1 (one) year from the day of the accident regardless of the date of expiry of the period of validity of the Policy.

17. EXCEPTIONS FROM THE INSURANCE EVENTS AND LIMITATIONS UNDER PERSONAL ACCIDENT INSURANCE

17.1. The Insurer shall bear no liability under the Policy, if the insurance events regarding the specific Assured have happened due to the following circumstances and reasons:

17.1.1. as a result of actions stipulated by sub-paragraphs 12.1.1 – 12.1.5, 12.1.7 – 12.1.10, 12.6 of the Policy;

17.1.2. as a result of participation of the Assured in strikes, attempted coups, domestic social unrest, diversions, terrorism attacks, military actions, war;

17.1.3. outside of the territory of validity of the Policy;

17.1.4. as a result of traveling by vehicle by the Assured, if the Assured know beforehand that the person driving such vehicle has not permits to drive this vehicle, or has no driving license of the relevant category, or is under the influence of alcohol, drugs and other intoxicants, or under the influence of medicinal products taken in violation of

prescriptions of doctor, or under prescription of the person, who has not relevant qualification.

17.1.5. directly or indirectly related to sexually transmitted diseases or Acquired Immuno-Deficiency Syndrome (AIDS) or related AIDS symptoms group regard of way of acquisition of it and medical term assigned, any diseases induced by HIV-infection;

17.1.6. related to gestation, childbearing, abortion, removal of material inserted during the previous operations, with cosmetic and plastic operations, gender realignment operations, sterilization operations or treatment of infertility.

17.2. The insurance coverage shall not cover the events happened during seizure, arrest, stay of the Assured in temporary detention place, imprisoning and other operative and investigation actions, except for cases, when such actions are recognized illegal.

17.3. Events shall not be recognized the insurance events happened as a result of:

17.3.1. Force-majeure circumstances in the place of validity of the Policy: natural disasters, war, any military actions, declaration of public emergency by government, revolution, social unrest, terroristic act, etc., provided that the territory, where the Assured is located, is officially recognized natural disaster zone, quarantine territory (or has such status) by the competent state authorities if such recognition has been made prior to arrival of the Assured to the country of temporary stay;

17.3.2. Diagnostic, treatment and professional measures (including injection of medicinal products) if they do not relate to treatment due to accident;

17.3.3. Conscious stay in places preliminarily known as a dangerous for life and health (shot area, construction and installation site, military firing range, range territory, etc.).

17.4. The insurance coverage shall not include cases directly or indirectly induced or resulted from one of the following reasons:

17.4.1. Participation of the Assured in any activity of high danger for life and health, including hunting.

17.5. The Insurer shall not compensate expenses for search and rescue of the Assured suffering accident, for treatment, transportation to hospital or to the place of residence of the Assured suffering accident.

17.6. The insurance events shall not include the following:

17.6.1. Acute exacerbation of chronic disease, professional diseases; infectious diseases, food poisoning (except for intermittent cramp, hydrophobia, tick-borne encephalitis and other diseases transmitted through bites of animals and insects);

17.6.2. Operational and post-operational traumas resulted from surgical treatment of any disease of the Assured, except for consequences of accident;

17.6.3. Disappearance of the Assured;

17.6.4. Health complication, disability, death of the Assured as a result of any disease or illness not resulted from accident.

18. THE LIST OF DOCUMENTS CONFIRMING THE INSURANCE EVENT AND THE AMOUNT OF LOSSES UNDER PERSONAL ACCIDENT INSURANCE

18.1. In order to receive the insurance compensation, the Insured, Assured, Beneficiary within 15 (fifteen) calendar days from the moment of return from the trip or in case of death of the Assured - within 15 (fifteen) calendar days from the moment of the occurrence of an insurance event or from the moment it became known about the occurrence of an insurance event, shall provide the Insurer with document necessary for making the insurance compensation:

18.1.1. Application for making the insurance compensation on form established by the Insurer;

18.1.2. The Policy or its duplicate belonging to the Insured;

18.1.3. Documents, which according to the laws of Ukraine, allow to identify the recipient of the insurance compensation (passport or other document certifying identity of the person appealing for the insurance compensation, copy of the certificate (card) on assignment of tax-payer number or identification number or registration number of tax-payer accounting card);

18.1.4. Extract from the out-patient or in-patient card signed by the responsible person and certified by seal of the healthcare facility, or certificate from the therapeutic facility indicating the place and time of accident, date and time of appeal to the healthcare facility, diagnosis and nature of injury, description of the event leading to accident;

18.1.5. Opinion on the presence/absence of alcohol, toxic or drug intoxication influence of the Assured at the moment of accident (if the Assured has been directed to undergo such assessment by doctor or employees of the competent state authorities);

18.1.6. Documents of the relevant competent state authorities (police, etc.) on the fact and circumstances of accident if the representative of the competent authorities has been called to the place of event;

18.1.7. Other document on reasonable request of the Assured.

18.2. In addition, depending on nature of the insurance event, the Insured / Assured / Beneficiary within 15 (fifteen) calendar days from the day of receipt shall provide the following documents:

18.2.1. In case of establishment of disablement for the Assured (including change of the disability group to higher one) – certificate of the medical and social expert commission on establishment of the primary disablement group (for children – opinion of the medical advisory committee in case of stable health complication);

18.2.2. In case of death of the Assured – death certificate; medical death certificate (paramedic certificate) or certificate of the healthcare facility on cause of death; materials of the competent authorities regarding investigation of causes of death; document confirming the right to inheritance of the person, who has appealed for the insurance compensation.

19. THE PROCEDURE AND TERMS OF MAKING THE INSURANCE COMPENSATION UNDER PERSONAL ACCIDENT INSURANCE

19.1. In case of the insurance event, the amount of the insurance compensation shall be determined as follows:

19.1.1. In case of traumatic injury or other health complication stipulated by the Table of the insurance compensations in case of the insurance events, which happened during the period of validity of the Policy – in the amount of the relevant interest indicated in the Table of the insurance compensations, sum insured, established for such Assured;

19.1.2. In case of establishment of disablement (including change of the disability group to higher one) of the Assured in case of accident:

- for I disability group – 100 % of the sum insured;

- for II disability group or disabled child category (for the Assureds under 18) – 70 % of the sum insured;

- for III disability group – 50 % of the sum insured established for such Assured;

19.1.3. In case of loss of life (death) of the Assured as a result of accident – 100 % of the sum insured established for such Assured.

19.2. If the accident leads to health complication, including establishment of disablement, of the Assured and the insurance payment has been made, and further according to consequences of the same accident disablement has been established for the Assured (including change of the disability group to higher one) or in case of death of the Assured, the insurance compensation shall be made in the amount stipulated by sub-paragraphs 19.1.2 or 19.1.3 of these Insurance Terms with deduction of the previously made insurance compensation. At the same time, the general amount of the insurance compensations under one insurance event and all the insurance events happened during the period of validity of the Policy may not exceed the sum insured established for the specific Assured by the Policy.

SECTION IV. THIRD PARTIES CIVIL LIABILITY INSURANCE

20. THE SUBJECT OF THE THIRD PARTIES CIVIL LIABILITY INSURANCE POLICY

20.1. The subject of the Policy shall be property interests not contradicting law and related to compensation of damage done by the Insured (Assured) to life, health, working capacity or property of third parties during the trip.

20.2. The Beneficiaries shall be injured third parties. The Parties shall understand third parties as legal entities or individuals, which are not the Insured, members of his/her family, his/her employees not related to him/her by the terms and conditions of agreements, property, life and (or) health of which damage is made by the Insured (Assured) during the trip.

21. THE INSURANCE EVENTS UNDER THIRD PARTIES CIVIL LIABILITY INSURANCE

21.1. The insurance event shall be the fact of incidence of liability and obligations of the Insured (Assured) to compensate, according to the applicable laws in effect on the territory, where the event happened, harm done by him/her as a result of actions or inactions of the Insured (Assured) during the period and in the place of validity of the Policy to:

21.1.1. Life, health of third parties. Damage done to life, health of third parties shall be understood as death of individual, infliction of bodily injuries to him/her, which leads to decrease or loss of working capacity (health complication) of the third party;

21.1.2. Property of the third party. Damage done to property of third parties shall be understood as destruction or doing harm to property of third parties.

21.2. The event stipulated by paragraph 21.1 of these Insurance Terms shall be recognized the insurance event, provided that:

21.2.1. Claims (written demands or lawsuits) regarding compensation of damage done to life, health, and (or) harm done to property of third parties are laid to the Insured (Assured) during the period of validity of the Policy (insurance coverage under the Policy);

21.2.2. Claims regarding compensation of damage done by the Insured (Assured) are laid according to and on the basis of the provisions of the applicable laws in effect on the territory, where the event happens;

21.2.3. Obligation of the Insured (Assured) regarding damage done is recognized voluntarily under the preliminarily consent of the Insurer or is established by decision of court, which has in force.

21.3. Incidence of liability of the Insurer as a result of damage to life, health and (or) property of several third parties as a result of one event or several mutually related events happening subsequently or simultaneously, are considered as one insurance event.

21.4. All the demands (claims) of compensation of damage done to life, health and (or) property of third parties resulted from one event shall be deemed claimed from the moment, when the first demand (claim) has been laid to the Insured till the moment of making the insurance compensation.

21.5. The Insurer shall make the insurance compensation in the amount of real (direct) losses (property losses) and (or) damage incurred by third parties within the sum insured (limit of obligations).

21.6. Real (direct) losses shall be expenses incurred by the third party due to destruction or damage of a thing, or losses, which the third party has incurred or has to incur in connection to renew its violated right (real losses).

21.7. Real (direct) damage shall be a damage done to life and health of third parties, in particular: expenses incurred by the third party due to temporary or permanent loss of working capacity (health complication), death of the injured third party.

22. EXCEPTIONS FROM THE INSURANCE EVENT AND LIMITS UNDER THIRD PARTIES CIVIL LIABILITY INSURANCE

22.1. The insurance events shall not include the following:

22.1.1. Any demand related to the event happened in the beginning or upon expiry of the period of validity of the Policy (insurance coverage under the Policy);

22.1.2. Demands (claims) laid by persons, who have personally done damage to themselves or committed actions aimed at the insurance event, including as a result of a concert between the Insured (Assured) and the third party;

22.1.3. Demands (claims) of persons, who relate to the Insured (Assured), any family relations (persons, who have a degree of kinship with the Insurer (Assured)), persons, who travel with the Assured;

22.1.4. Demands for compensation of forfeit (penalties, fine and other sanctions (civil, criminal or contractual); loss of profits; pain and suffering; other indirect losses;

22.1.5. Demands related to protection of honour and dignity, as well as other alike demands for compensation of loss caused by dissemination of information not reflecting the reality and causing damage to reputation of individuals and legal entities, including false information on quality of goods and services;

22.1.6. Demands laid to the Insured (Assured) as an owner of any vehicle.

22.2. The insurance events shall not include the following and the Insurer shall not make the insurance compensation, if damage is done:

22.2.1. By fulfilment of sworn duties, provision of any service of professional nature (in particular notarial actions, medical services, audit and (or) legal activity, planning, appraisal activity, etc.) by the Assured; by liability for quality of products, goods and services, and under warranty obligations;

22.2.2. As a result of military actions (regardless of the fact of declaration of war), civil war, attempted coup, revolt, imposing martial law, attempted seizure of power, actions of persons or authorities, which have seized power through military coup or in other illegitimate way, strikes, lockout, civil unrest and labour conflicts, terrorist acts, diversions, any actions of persons aimed at political or terroristic objectives, as well as confiscation, nationalization, requisition, expansion, detention, arrest under an order of any government (civil, military or that one existing de facto), or state or local authorities;

22.2.3. As a result of violation by the Insured (Assured) of the rules and norms of fire safety;

22.2.4. Violation of intellectual property rights: copyright, patents, usage rules of trade marks, labels, brands, etc.;

22.2.5. As a result of negligence of the Insured (Assured). Negligence shall be understood as the person:

- has expected the possibility of incidence of dangerous consequences of his/her actions (or inactions), but carelessly reckoning on that they will not take place (criminal presumption);

- has expected no possibility of incidence of dangerous consequences of his/her actions (or inactions), though he/she has had such possibility (criminal negligence).

The fact of such actions shall be established on the basis of the decision of court or other competent authorities, which have investigated the relevant event, or under consent of the Parties of the Policy;

22.2.6. As a result of behaviour of animals owned by the Insured;

22.2.7. Circumstances, of which the Insured (Assured) has been ware or had to know, but has failed to take measures required in order to prevent the insurance event;

22.2.8. Actions or inactions of the Insured (Assured) committed under the influence of alcohol, drugs or other intoxicants;

22.2.9. Exploitation or use of:

- vehicles (including motor ones and trailers) allowed to be used on public roads upon their official registration, and which have license plate of the relevant specimen;

- manned or unmanned flying objects;
 - marine and river vessels, and other float objects;
 - any weapon, hunting gear;
- 22.2.10. Infection with third parties by disease of the Insured (Assured), including AIDS, as well as demands for compensation of property loss caused by disease;
- 22.2.11. Delay of fulfilment of obligations under the agreement (contractual liability) and making compensations with this regard;
- 22.2.12. Any financial losses not related to harm done to life, health and (or) property of third parties (net financial loss);
- 22.2.13. Damages, destruction or harm to premises or other things, which the Insured (Assured) has leased, rented, pledged, or has taken for keeping under the Policy, or as an additional service;
- 22.2.14. Use, sale, production, delivery, forwarding and (or) possession by the Insured (Assured) of illegal goods and other goods, circulation of which is controlled by the state authorities of the country of temporary stay of the Insured (Assured).

23. THE LIST OF DOCUMENTS CONFIRMING THE INSURANCE EVENT AND THE AMOUNT OF LOSSES UNDER THIRD PARTIES CIVIL LIABILITY INSURANCE

23.1. For confirmation of the fact, reasons, circumstances of the insurance event and the amount of losses incurred, the Insured (Assured) shall, within 15 (fifteen) calendar days from the moment of return from the trip, provide the Insurer with the following documents:

- 23.1.1. Application for making the insurance compensation on form established by the Insurer;
- 23.1.2. The Policy or its duplicate belonging to the Insured;
- 23.1.3. Documents, which according to the laws of Ukraine, allow to identify the recipient of the insurance compensation (passport or other document certifying identity of the person appealing for the insurance compensation, copy of the certificate (card) on assignment of tax-payer number or identification number or registration number of tax-payer accounting card);
- 23.1.4. Documents of the competent authorities or institutions, to which the Insured (Assured) shall appeal according to the applicable laws in effect on the territory, where the event has happened (certificates, protocols, acts, etc.) confirming the fact, circumstances and reasons of the event, which has led to harm;
- 23.1.5. Documents confirming the amount of harm done to the third party (expert analysis acts (expertise), cheques, invoices, receipts, etc.), according to which price of property destroyed may be proved, calculation of price of the work which is issued by organizations, which make repair of property damages, certificate of the healthcare facility on out-patient or in-patient treatment of the third party, prescriptions for purchase of medicinal products, invoices, receipts, cheques confirming payment of provided medical services, medicinal products and (or) medical expendable materials, death certificate, etc.);
- 23.1.6. Copies of documents with demands (claims, lawsuits, including all annexes to them) laid to the Insured (Assured) due to the event happened;
- 23.1.7. Document confirming the act of payment of demand in case of individual compensation by the Insured (Assured) of harm done to third parties, provided that there is the written consent of the Insurer;
- 23.1.8. Copy of the decision of court, which has come in force, regarding establishment of guilt of the Insured of harm to third parties of the case has been heard in court. In case of impossibility to provide the Insurer with a decision of court within 15 (fifteen) calendar days from the moment of returning from the trip, the Insured (Assured) shall, within 15 (fifteen) calendar days from the day of receipt of the decision of court, which established obligation of the Insured (Assured) to compensate harm done, provide the Insurer with it.
- 23.1.9. Other documents on the reasonable request of the Insurer on the fact, circumstances, reasons for the insurance event, amount of loss incurred, as well as property interest of the person, who is the recipient of the insurance compensation.

24. THE PROCEDURE AND TERMS OF MAKING THE INSURANCE PAYMENT UNDER THIRD PARTIES CIVIL LIABILITY INSURANCE

24.1. The Insurer shall pay the insurance compensation in the amount of direct (real) loss, but not more than the sum insured stipulated by the Part 1 of the Policy with deduction of the deductible stipulated by Part 1 of the Policy, and the amount received from other insurers under analogous policies, as well as the amount received from third parties recognized also guilty of the insurance event if such amounts have been received by the third party prior to the moment of making the insurance compensation.

24.2. The insurance compensation shall be made to:

- 24.2.1. The Insured (Assured) if he/she, under the written consent of the Insurer, has individually settled demands

laid to him/her by third parties, or

24.2.2. The injured third party or other person, who under the decision of court or according to the applicable laws has the right to receive the insurance compensation (under agreement in writing with the Insured).

24.3. The amount of harm or loss done by the Insured (Assured) to the injured third party shall be determined as follows:

24.3.1. In voluntary pre-trial satisfaction of claim – under mutual agreement between the Insurer, Insured (Assured) and the injured third party on the basis of the amount defined according to the applicable laws in effect on the territory, where the event has happened, based on documents confirming the fact, circumstances, amount of harm done as a result of the insurance event;

24.3.2. By the decision of court of the state, on the territory of which the event has happened on the basis of the amount of demands of the third party satisfied, established prior to compensation under such decision.

24.4. If the Insurer make the insurance compensation as a result of the insurance event to several injured third parties, the total amount of the insurance compensation may not exceed the amount of the sum insured (limit of obligations) stipulated by the Policy.

24.5. If the insurance compensation calculated according to the terms and conditions of the Policy for injured third parties as a result of the event exceeds the sum insured stipulated by the Policy, the amount of the insurance compensation to each injured third party shall reduce proportionally to relation of the sum insured and the amount of the insurance compensation calculated for all the injured third parties.

SECTION V. TRIP CANCELLATION COVERAGE

25. THE SUBJECT OF THE TRIP CANCELLATION COVERAGE POLICY

25.1. The subject of the Policy shall be property interests not contradicting law related to financial losses of the Insured (Beneficiary) as a result of the impossibility to make the trip (journey).

25.2. Under this Policy, the Insured shall be a person, who plans to make the trip indicated in the Policy as the “Assured”, provided that with regard to such person the Insured has concluded the tourism services agreement and such person is indicated in the tourism services agreement. The individual Insured shall be the “Assured” at the same time if he/she plans to make the trip and with whom the tourism services agreement is concluded.

26. THE INSURANCE EVENTS UNDER TRIP CANCELLATION COVERAGE

26.1. **The insurance event** under these Insurance Terms shall be a fact of financial losses incurred by the Insured as a result of the impossibility to make the trip by the Assured due to the event (insurance risk) stipulated by the Policy, which has actually happened during the period of validity of the Policy, is not subject to exceptions from the insurance events and limit of insurance stipulated by the Policy, and confirmed by documents of the competent organizations and institutions, as a consequence of which obligation of the Insurer arises to make the insurance compensation to the Insured (Assured, Beneficiary), in particular due to:

26.1.1. Death of the Assured, member of his/her family (close relative) prior to beginning of the trip (hereinafter referred to as the “Death” risk);

26.1.2. In-patient treatment of the Assured, wife (husband), child (including adopted one), mother or father of the Assured as a result of acute disease or acute exacerbation of chronic disease, health complication resulted from accident, if such treatment has commenced during the period of validity of the Policy prior to the moment of beginning of the trip and continues at the moment of beginning of the trip and objectively prevents the Assured from making the previously planned trip (hereinafter referred to as the “In-patient treatment” risk);

26.1.3. Damage, destruction, loss of movable and (or) immovable property of the Assured during the period of validity of the Policy as a result of fire, explosion, natural disaster, damage to property of the Assured as a result of unlawful actions of third parties if settlement of consequences of such damage requires direct presence of the Assured in the place of the event and (or) objectively prevents the Assured from making the previously planned trip (hereinafter referred to as the “Property damage” risk);

26.1.4. Necessity of participation of the Assured in court session and present in the place of such session of he/she is a defendant, witness or there is the decision of the competent authorities on restriction of rights of the Assured in part of his/her liberty of movement due to commencement of the criminal case, provided that the fact that the court session coincides with the period of the planned trip and it objectively prevents it from being made, the Assured has not been aware of this as of the date of conclusion of the Policy (hereinafter referred to as the “Litigation” risk);

26.1.5. Late arrival of the Assured to a plane, train, motor ship or bus due to delay of arrival of intercity or suburban vehicle route vehicle (provided that the expected time of arrival of such vehicle shall not differ by not less than 1.5 (half an hour) hour from the time of departure of the vehicle for making the further trip abroad by the Assured (hereinafter referred to as the “Late arrival” risk);

26.1.6. Failure of the Assured to obtain an entry visa to the country of temporary stay, provided that documents

necessary for obtaining the visa and executed in accordance with the requirements of the consulate (embassy) of the country of temporary stay are submitted in time (hereinafter referred to as the “Failure to obtain visa” risk).

26.1.7. Failure of member of the family (close relative) of the Assured to make the trip, who travels together with him/her as a result of reasons stipulated by sub-paragraphs 26.1.1 – 26.1.6 of these Insurance Terms and the insurance risks chosen for the Assured according to paragraphs 26.2. and 26.3 of these Insurance Terms (hereinafter referred to as the “Failure of member of the family to make the trip” risk).

26.2. The insurance risks variants:

26.2.1. Variant 1 – such risks as “Death”, “In-patient treatment”, “Property damage”, “Litigation”, “Failure of member of the family to make the trip”;

26.2.2. Variant 2 – such risks as “Death”, “In-patient treatment”, “Property damage”, “Litigation”, “Late arrival”, “Failure of member of the family to make the trip”;

26.2.3. Variant 3 – such risks as “Death”, “In-patient treatment”, “Property damage”, “Litigation”, “Late arrival”, “Failure to obtain visa”, “Failure of member of the family to make the trip”.

26.2.4. Variant 4 – “Failure to obtain visa” risk.

26.3. The Policy shall be deemed concluded against the possibility of those insurance events, which are included to variant stipulated by graph “Special terms and conditions” of Part 1 of the Policy.

27. EXCEPTIONS FROM THE INSURED EVENTS AND LIMITS UNDER TRIP CANCELLATION COVERAGE

27.1. The insurance event shall not include the following and the insurance compensation shall not be made if losses of the Insured relate to the event, which has happened due to:

27.1.1. Committing action by the Assured, which the law enforcement agencies or court find an intentional crime;

27.1.2. Actions of the Assured under the influence of alcohol, drugs and other intoxicants;

27.1.3. Suicide (attempted suicide) of the Assured;

27.1.4. Epidemic, quarantine;

27.1.5. Wilful acts (inactions) or negligence of the Assured and (or) third parties concerned leading to the insurance event, as well as committing or attempted committing criminal actions by the Assured or violating the laws by him/her, medical prescriptions, sanitary and antiepidemic recommendations, etc.;

Negligence shall be understood as the person:

- has expected the possibility of incidence of dangerous consequences of his/her actions (or inactions), but carelessly reckoning on that they will not take place (criminal presumption);

- has expected no possibility of incidence of dangerous consequences of his/her actions (or inactions), though he/she has had such possibility (criminal negligence).

The fact of negligence shall be established on the basis of the sentence of court or under agreement of the Parties of the Policy;

27.1.6. Participation of the Assured in strikes, coupes, internal social unrest, diversions, terrorist acts, military actions, except for cases of compulsory or accidental participation, as well as due to participation in military actions, manoeuvres or other military events, civil war, riots of any kind;

27.1.7. Emergency call of the Assured to work for fulfilment of sworn duties, including in case service of the Assured in any armed forces and paramilitary troops;

27.1.8. Driving any vehicle by the Assured without driving license of the relevant category or giving driving vehicle to the person, who is under the influence of alcohol or drugs, or to the person, who has not driving license of the relevant category;

27.1.9. Any cancellation, restriction or change of plan of the trip ordered in contradiction to prescription and recommendations of doctor;

27.1.10. Non-fulfilment or improper fulfilment of the obligations by the tourism entity, with which the Assured has concluded the tourism services agreement, or other person, who provides the Assured with services of transportation, temporary accommodation, catering, etc.; early termination of the tourism services agreement on the initiative of the tourism entity;

27.1.11. Gestation, chronic disease not requiring treatment in order to save life of the Assured, member of the family in-patient;

27.1.12. Planned hospitalization of the Assured or members of the family;

27.1.13. Functional and organic psychic disorder of the Assured, members of the family;

27.1.14. Self-treatment of the Assured, prescriptions and treatment made by member of the family of the Assured;

27.1.15. Treatment of the Assured in the healthcare facility or by doctor, which have not relevant permits (licenses) for medical activity;

27.2. Except for cases of insurance under Variant 4, according to paragraph 26.2 of these Insurance Events, under the

“Failure to obtain visa” risk, the event, which has happened as a result of non-compliance/non-adherence by the Insured (Assured) to the requirements of the consulate (embassy) of the country of temporary stay, which are submitted in the process of execution of visas for making the trip to the country of temporary stay, shall not be the insurance event, in particular, not limited to:

27.2.1. Non-compliance of passport for travelling abroad with the requirements of consulate (embassy) of the country of temporary stay (specimen, period of its validity and (or) appearance, etc.);

27.2.2. Provision of false information and (or) forged documents for execution of visa;

27.2.3. Incorrect execution of documents submitted for execution of visa;

27.2.4. Failure to provide the full package of documents for execution of visa (the new package of documents shall be understood as a list of documents required by consulate (embassy) of the country of temporary stay in order to obtain entry visa, which is published by consulate (embassy) of the country and which is available for inspection in open sources);

27.2.5. Late submission of documents for execution of visa (late submission shall be understood as submission of documents for obtaining visa in compliance within the period established by consulate (embassy) of the country of temporary stay, which are necessary and adequate for execution of visa).

27.3. Except for cases of insurance under Variant 4, according to paragraph 26.2 of these Insurance Terms, the following shall not be the insurance event under the “Failure to obtain entry visa” risk:

27.3.1. Repeat refusal of consulate (embassy) of the country of temporary stay to issue visa;

27.3.2. Refusal of consulate (embassy) to issue entry visa due to the fact that the person has marks (stamps) of consulate (embassy) of any country on refusal to issue visa in passport provided by him/her in order obtain visa;

27.3.3. Refusal of consulate (embassy) to issue entry visa on the basis of violation by persons of the laws of the country previously visited;

27.3.4. Refusal of consulate (embassy) to issue entry visa due to availability of legal limitations on departure of the person from the country of residence, of which such person has been aware or should have been aware at the moment of conclusion of the Policy;

27.3.5. Refusal of consulate (embassy) to issue entry visa due to availability of mark (sings) of the immigration or customs services on violation of visa or customs regime while visiting any country by such person, or mark on deportation from any country, in passport of the person provided by him/her in order to obtain visa.

27.4. Any delay of issue of entry visa shall not be the insurance event.

27.5. Pain and suffering, harm done to third parties, environment, lost profit, forfeit (penalty, fine), any other indirect losses shall not be subject to the compensation.

28. THE LIST OF DOCUMENTS CONFIRMING THE INSURANCE EVENT AND THE AMOUNT OF LOSSES UNDER TRIP CANCELLATION COVERAGE

28.1. For confirmation of the fact, reasons, circumstances of the insured event and the amount of losses incurred by the Insured (Assured, Beneficiary) shall, within 15 (fifteen) calendar days from the moment of the event, which may be recognized the insurance event, provide the Insurer with the following documents:

28.1.1. Application for making the insurance premium on form established by the Insurer;

28.1.2. The Policy or its duplicate belonging to the Insured;

28.1.3. Documents, which according to the laws of Ukraine, allow to identify the recipient of the insurance compensation (passport or other document certifying identity of the person appealing for the insurance compensation, copy of the certificate (card) on assignment of tax-payer number or identification number or registration number of tax-payer accounting card);

28.1.4. The tourism services agreement concluded between the tourism entity and the Insured regarding the trip of the Assured;

28.1.5. Documents confirming receipt by the tourism entity (other person providing the Insured (Assured) with services of transportation, temporary accommodation, catering, etc.) of funds from the Insured as a payment for tourism services;

28.1.6. Documents confirming return by the tourism entity (other person providing the Insured (Assured) with services of transportation, temporary accommodation, catering, etc.) of a part of funds under the tourism services agreement to the Insured (calculation of return and disbursement voucher, etc.);

28.1.7. Documents and information necessary for establishment of the fact, reasons and circumstances of the insurance event, in particular:

28.1.7.1. In case of the impossibility to make the trip due to health complication or death of the Assured or member of the family – certificates from the healthcare facility, extract from the in-patient card certified by signature of the responsible person and signature of the healthcare facility, or work incapacity certificate, death certificate notarized, documents confirming kinship of the Assured and member of the family, etc.;

28.1.7.2. In case of the impossibility to make the trip due to damage, destruction of property owned by the Assured – documents confirming the fact and reasons of the insurance event. Depending on nature of the event, and its circumstances, such documents may be documents of the relevant competent institution or organization, for example, certificated of the state supervisory (control) authorities in the field of fire and technogenic, meteorological or seismic service, departmental emergency gas and electricity service, authorities of the National Police, State Emergency Service of Ukraine, etc.;

28.1.7.3. In case of the impossibility to make the trip due to litigation – subpoena from court on determination of hearing the case, ruling of court on determination of date and time of hearing the case (subpoena), the written undertaking not to leave the place, or other documents of the competent authorities confirming the necessity to participate in such hearing;

28.1.7.4. In case of late arrival of intercity or suburban route vehicle – ticket of the Assured to such vehicle, certificate of the transportation organization on time of scheduled (planned) arrival and actual time of arrival of vehicle to airport, railway station, bus station or general purpose port on the territory of the country of residence, from which the Assured should have continued travel to the country of temporary stay;

28.1.7.5. In case of refusal to obtain entry visa – official refusal of consulate (embassy) and (or) copy of foreign transport with mark (stamp) of consulate (embassy) on refusal to issue visa;

28.1.8. Other documents on the reasonable written request of the Insurer regarding the fact, circumstances, reasons of the insurance event, amount of loss incurred, as well as property interest of the person, which is the recipient of the insurance compensation.

29. THE PROCEDURE AND TERMS OF MAKING THE INSURANCE COMPENSATION UNDER TRIP CANCELLATION COVERAGE

29.1. The Insurer shall make the insurance compensation in the amount of direct (real) loss, but not more than the sum insured stipulated by the Policy with deduction of the amount of the deductible stipulated by Part 1 of the Policy, and the amount received from other insurers under analogous policies, as well as the amount received from third parties recognized also guilty of the insurance event if the Insured has received such amounts prior to the moment of making the insurance compensation.

29.2. Except for cases of insurance under Variant 4, according to paragraph 26.2 of the Insurance Terms, the amount of direct (real) losses incurred by the Insured as a result of the insurance event, shall be defined as the difference between the amount of expenses eventually incurred by the Insured for making the trip by the Assured, and the amount returned by the tourism entity, with which the Insured has concluded the tourism services agreement, or other person, which provides the Assured with services of transportation, temporary accommodation, catering, etc.

29.3. The eventually incurred losses of the Insured for making the trip by the Assured shall be as follows:

29.3.1. Expenses for purchase of the tourism services package (tourism product), including services of transportation, accommodation and other services according to the tourism services agreement;

29.3.2. Expenses for execution of visa documents, in particular: consular and visa charge;

29.3.3. Price of travel documents, except for cases, when such expense are included to the tourism services package (tourism product).

29.4. In case of insurance under Variant 4, according to paragraph 26.2 of these Insurance Terms, the amount of direct (real) losses incurred by the Insured as a result of the insurance event, shall be determined as the amount of expenses for execution of visa document, in particular: consular and visa charge, except for banking expenses.

SECTION VI. THE TERMS AND CONDITIONS OF LUGGAGE INSURANCE

30. THE SUBJECT OF THE LUGGAGE INSURANCE POLICY

30.1. The subject of the Policy shall be property interests not contradicting law and related to ownership, use and disposal of the luggage carried by any means of transport.

30.2. The Luggage shall be belonging of the Assured transferred to liability of the transportation organization for carrying and (or) hand luggage.

30.3. The insurance coverage shall be in effect only in relation to the luggage, which:

30.3.1. Transferred to liability of air carrier (registered luggage);

30.3.2. Transported by plane as hand luggage;

30.3.3. Transported by vehicle during transfer (transportation by the representative of the tourism company or hotel, vacation hotel, recreation house, etc.) of the Assured from airport to hotel (vacation hotel, recreation house, etc.) and back;

30.3.4. Transferred for keeping to luggage locker in hotels, vacation hotels, recreation houses;

30.3.5. Located in closed rooms of hotels, vacation hotels, recreation house;

30.4. The Beneficiary shall be the owner of the luggage.

30.5. The insurance coverage shall not cover the following:

- 30.5.1. Cash in Ukrainian and foreign currency, cheques, discount and (or) banking cards, securities;
- 30.5.2. Any documents (including travel documents, passports, etc.) on paper or in electronic form, manuscripts, plans, schemes, seals, photos, slides;
- 30.5.3. Pieces of art, cult values, collections, antique and other things having artistic value, drawings, pictures, books, orders, medals and any other rarities;
- 30.5.4. Jewellery made of precious metals, gems and semiprecious stones, pearls; precious and semiprecious metals in bars and precious stones unmounted;
- 30.5.5. Furs (of natural or artificial fur);
- 30.5.6. Glasses, contact lenses, any types of prostheses;
- 30.5.7. Wrist and pocket watch;
- 30.5.8. Animals, microorganisms, plants and seeds;
- 30.5.9. Means of auto-, moto-, air and water self-moving transport, as well as spare parts for them;
- 30.5.10. Medicinal products, household chemicals, perfumery, cosmetic products, personal hygiene means, food products;
- 30.5.11. Undergarment;
- 30.5.12. Religious objects;
- 30.5.13. Products made of glass and crystal, musical instruments, other fragile things;
- 30.5.14. Items which may cause damage to vehicle, as well as passengers and property inside of it (in particular explosive, poisonous, flammable, acid, smelly, irritating, drug and other dangerous substances), as well as weapon;
- 30.5.15. Technical media of computer and (or) analogous systems, in particular magnetic recording tape and tapes, floppy discs, magnet, optical discs, memory units, etc., data bases or information in other form, software, etc.;
- 30.5.16. Items, transportation of which is not allowed by the regulations of the state authorities of any country, to the territory or through the territory of which transportation of the luggage is carried out.
- 30.5.17. Audio, photo, cinema, video equipment, computer equipment, electrical and home appliances, optical devices; sport equipment and gear (bicycles, fishing tackles, climbing or scuba diving equipment sets, sticks, tennis racket, surf boards, windsurfing boards, golf equipment, other analogous equipment); baby strollers or wheelchairs, except for cases, when the Insured (Assured) has declared value of such luggage prior to transportation, or has executed the customs declaration form.

31. THE INSURANCE EVENTS UNDER LUGGAGE INSURANCE

31.1. The insurance event shall be an event stipulated by the Policy, which has happened during the period of validity of the Policy, and had led to damage, destruction or loss of the luggage of the Insured (Assured) during the period of validity of the Policy (insurance coverage under the Policy), and with which obligations of the Insurer to make the insurance compensation arises as a result of:

- 31.1.1. Fire or explosion;
- 31.1.2. Measures aimed at fire suppression, including smoke or heating, or measures aimed at rescue of the luggage;
- 31.1.3. Road traffic accident with motor vehicle;
- 31.1.4. Natural disasters (windstorm, hurricane, storm, swirl, blizzard, tornado, hail, downpour, atmospheric precipitates, frost, flood, high water, ground water discharge, severe tropical cyclone, typhoon, tsunami, sill flows, snow break, earth motion, soil compaction, rock fall, avalanche, stone fall, snow layer pressure non-typical for the location and other natural disasters and natural phenomena);
- 31.1.5. Fall of flying machines, their debris and items fallen out of them;
- 31.1.6. Eventualities and incidents during load, reload, pack, unload of the luggage and acceptance of fuel by vehicles;
- 31.1.7. Illegal actions of third parties, in particular:
 - a) steal of the luggage through break (ingression), brigandry, robbery;
 - b) purposeful damaging or destructing the luggage by third parties, including arson;
- 31.1.8. Unintentional (careless) actions of employees of carrier during loading operations with the luggage in the process of transportation.

32. EXCEPTIONS FROM THE INSURANCE EVENTS AND LIMITS UNDER LUGGAGE INSURANCE

32.1. According to the Policy, losses resulted from the following shall not be compensated:

- 32.1.1. Corrosion, suppuration, fermentation, service or natural wear, oxidation, decolouration or other natural properties of specific items and materials or damage of the insured luggage by rodents, insects, mould, fungi, other

microorganisms, animals or plants;

32.1.2. Non-fulfilment or improper fulfilment of the obligations related to transportation and keeping the luggage, including regarding payment, terms of packing and timely receipt of the luggage, by the Insured (Assured);

32.1.3. Minor surface damage, scratches, scuffs, peeling of external finishing and other deterioration of appearance of the insured luggage not leading to loss or damage of useful qualities of property;

32.1.4. Direct pressure waves induced by plane or other means of air transport moving at sonic and hypersonic speed;

32.1.5. Unduly (according to the provisions of the applicable laws) packing of the luggage or sending the luggage damaged;

32.1.6. Electrical or mechanical defects of audio and video equipment and other alike items;

32.1.7. Negligence or carelessness of the Insured (Assured);

32.1.8. Disappearance the luggage as a result of the event, time and place of which is unknown;

32.1.9. Delay of delivery of the luggage;

32.1.10. Military actions and their consequences, civil unrest, strikes, terrorist acts; seizure of the luggage by any institution or person;

32.1.11. Issue of the luggage to the presented of the luggage cheque and claim ticket stolen from the Insured (Assured) or lost by him/her in any other way;

32.1.12. Purposeful illegal or carelessness of employees of hotels, vacation hotels, recreation houses, etc., where the luggage is located;

32.2. The insurance events shall not include the following and the insurance compensation shall not be made in case of:

32.2.1. Damage, spoiling or destruction of the luggage requiring special conditions of keeping and (or) transportation due to non-compliance with such conditions;

32.2.2. Damage, destruction or loss of the luggage, which included explosion dangerous, poisonous and (or) acid substances;

32.2.3. Damage or destruction of the luggage as a result of influence of acids, paint, aerosol, medicinal products and (or) any liquids, bulky materials, products included into such luggage;

32.2.4. Destruction or damage of the luggage induced by any process of cleaning, painting, repair or restoration.

33. THE LIST OF DOCUMENT CONFIRMING THE INSURANCE EVENT AND THE AMOUNT OF LOSSES UNDER LUGGAGE INSURANCE

33.1. For confirmation of the fact, reasons, circumstances of the insurance event and the amount of losses incurred by the Insured (Assured, Beneficiary) shall, within 15 (fifteen) calendar days from the moment of return from the trip, provide the Insurer with the following documents:

33.1.1. Application for making the insurance compensation on form established by the Insurer;

33.1.2. The Policy or its duplicate belonging to the Insured;

33.1.3. Documents, which according to the laws of Ukraine, allow to identify the recipient of the insurance compensation (passport or other document certifying identity of the person appealing for the insurance compensation, copy of the certificate (card) on assignment of tax-payer number or identification number or registration number of tax-payer accounting card);

33.1.4. Documents of the competent authorities or institutions, to which the Insured (Assured) shall appeal according to the applicable laws in effect on the territory, where the event has happened (certificates, protocols, acts, etc.) confirming the fact, circumstances and reasons of the event, which has led to harm;

33.1.5. If the luggage has been transferred to liability of carrier:

33.1.5.1. Ticket, on the basis of which the Insured has been present in vehicle;

33.1.5.2. Luggage cheque (luggage claim cheque) confirming the fact of transfer of the luggage to liability of carrier;

33.1.5.3. Documents confirming transportation of the luggage with declared value, customs declaration (if any);

33.1.5.4. Copy of the application to carrier on loss, damage or destruction of the luggage with the mark of carrier on acceptance of the application;

33.1.5.5. Document confirming loss, damage or destruction of the luggage (Transportation Damage Act) made by the responsible person of carrier;

33.1.5.6. Copy of the decision of carrier on recognition of the luggage as finally lost (in case of losing the luggage) upon searching procedure approved by carrier;

33.1.5.7. Copy of the decision of the complaining commission of carrier on refusal to make the compensation in case of damage or destruction of the luggage;

33.1.6. If the luggage has been carried by vehicle during transfer – official documents from the tourism company or hotel, vacation hotel, recreation house, etc., on the fact of the event, which has led to loss, damage or destruction of the luggage during transfer.

33.1.7. If the luggage has been transferred to luggage lockers in hotels, vacation hotels, recreation houses, etc.:

33.1.7.1. Receipt of other document confirming the fact of transfer of the luggage to liability of officials of luggage locker of hotel, vacation hotel, recreation house, etc.;

33.1.7.2. Official document from responsible persons of hotel, vacation hotel, recreation house, etc., on the fact of loss, damage or destruction of the luggage;

33.1.8. If the luggage has been closed in rooms of hotel, vacation hotel, recreation house, etc.:

33.1.8.1. Document confirming the fact of living of the Assured in hotel, vacation hotel, recreation house, etc. on legal basis;

33.1.8.2. Official document of officials of hotel, vacation hotel, recreation house, of the fact of loss, damage or destruction of the luggage;

33.1.9. The list of items of the luggage lost, destroyed or partially damaged, indicating their value;

33.1.10. Documents confirming the amount of loss incurred (cheques, invoices, receipts, etc., under which the value of property lost, destroyed or damaged may be confirmed);

33.1.11. Other documents on the reasonable request of the Insurer on the fact, circumstances, reasons of the insurance event, the amount of loss incurred, as well as of property interest of the person, who is the recipient of the insurance compensation.

33.2. Taking into account peculiarities of the specific insurance event, the Insurer may reduce the list of documents stipulated by paragraph 33.1 of these Insurance Terms.

34. THE PROCEDURE AND TERMS OF MAKING THE INSURANCE COMPENSATION UNDER LUGGAGE INSURANCE

34.1. The Insurer shall make the insurance compensation in the amount of direct (real) loss, but not more than the sum insured and limits of obligations of the Insurer stipulated by the Policy with deduction of the deductible stipulated by Part 1 of the Policy, and the amount received from other insurers under analogous policies, as well as the amount received from third parties recognized also guilty of the insurance event if such amounts have been received by the Assured prior to the moment of the insurance compensation.

34.2. In case of destruction or loss of the luggage, the amount of the compensation of losses shall be determined in the amount real value of property prior to the insurance event, in particular price of purchase of property, alike property according to functions, appearance and value characteristics of destroyed property with deduction of wear and value of property upon the insurance event.

Property shall be deemed destroyed if expenses for restoration, including price of property, upon the insurance event are equal to or exceed real value of property prior to the insurance event or if property loses its useful qualities and as a result their restoration and further use of property according to its intended use becomes impossible.

34.3. Value of purchase of alike property according to functions, appearance and value characteristics shall be determined on the basis of the expert analysis opinion (act), with which the Insurer agrees, or under agreement between the Insurer and Insured based on the average market prices of such property at the moment of the insurance event with deduction of wear of property at the moment prior to the insurance event.

34.4. In case of damage of the luggage, the amount of losses shall be determined in the amount of expense for restoration of the condition in which it has been prior to the moment of the insurance event, but not more than the amount required for purchase of property alike to damaged property according to functions, appearance and value characteristics;

34.5. Expenses for restoration shall include: price of purchase of materials and spare parts for repair with deduction of wear of damaged luggage at the moment prior to the insurance event; price of repair work; price of delivery of materials to the place of repair; other expenses necessary for restoration of property to the condition, in which it has been prior to the moment of the insurance event.

34.6. The amount of expenses for restoration shall be determined according to prices of materials, spare parts, including price of delivery of materials, spare parts to the place of work and payment for repair work on the basis of the expert analysis opinion (act) or under agreement with the Insurer – invoices of commercial enterprises, estimate of repair work, order and (or) other documents. Expenses for restoration shall not include expenses related to improvement of property; expenses for temporary repair; additional expenses for payment of price of emergency work; additional expenses for payment of price of services of express (expedited) delivery, including transportation of parts, spare parts, assemblies and materials by air transport, which are necessary for repair; other expenses incurred over the necessary ones.

34.7. Limit of obligations of the Insurer for each unit of property shall be UAH 1,500, except for cases, when the

Insured (Assured) has declared price of such luggage prior to transportation, or has executed the customs declaration.

34.8. If at the moment of the insurance event regarding the subject of the Policy, other policies have also been in force, the Insurer shall make the insurance compensation in the amount of part of the calculation compensation under the insurance event, which is determined as a relation of the sum insured stipulated by the Policy, to aggregate of the sums insured under all the policies concluded, under which the insurance compensation shall be made under the insurance event.

34.9. If upon making the insurance compensation under the Policy, the circumstance arise, which under the Policy or applicable laws, fully or partially deprives the Insured of the right to receive the insurance compensation, the Assured shall return the made insurance compensation (or its relevant part) to the Insurer within 30 (thirty) working days from the day of receipt of the relevant written claim from the Insurer.

34.10. In case of loss or destruction of specific items included to package, set, the amount of loss shall be determined as a difference between value of the package, set, etc., and value of remaining items.

34.11. Upon making the insurance compensation regarding insurance of the luggage, the Insurer shall acquire the right of claim, within the amount paid, to the persons responsible for causing loss.

34.12. In order to realize the right of claim by the Insurer to the guilty person, the Insured (Assured) shall transfer all the documents and evidence he/she has to the Insurer and commit actions necessary for realization of the right of claim by the Insurer. At the same time, if the insurance compensation has been already made and realization of the right of claim to the guilty person has become impossible due to guilty of the Insured, the Insurer shall be entitled to require the Insured to return the amount of the insurance compensation paid within the period of 10 (ten) working days from the day of receipt of the relevant notification from the Insurer by the Insured (Assured) regarding this issue.