



**PUBLIC OFFERING (OFFER) FOR CONCLUSION OF ELECTRONIC VOLUNTARY MEDICAL EXPENSE INSURANCE  
CONTRACT FOR PERSONS TRAVELLING UKRAINE  
UNDER THE INSURANCE PLAN 'UAH 100,000'  
(GENERAL CONTRACT TERMS AND CONDITIONS)**

The city of Kyiv

1. This Public Offering (Offer) for Conclusion of Electronic Voluntary Medical Expense Insurance Contract for Persons Travelling Ukraine under the Insurance Plan 'UAH 100,000' (hereinafter – Offer), addressed to an indefinite number of legally capable individuals, is an official proposal of Private Joint-Stock Company 'INNOVATIVE INSURANCE CAPITAL' (hereinafter – Insurer) to conclude Voluntary Medical Expense Insurance Contract for Persons Travelling Ukraine under the Insurance Plan 'UAH 100,000' (hereinafter – Contract or Insurance Contract).

2. Insurance Contract shall include all material terms and conditions of Insurance Contract and shall consist of General Contract Terms and Conditions contained in Offer and Individual Contract Terms and Conditions determined separately for each Insurance Contract.

3. Subject to the terms and conditions of this Offer, Insurance Contract shall be concluded on the basis of Insurer's License for Insurance Activity in the form of Voluntary Medical Expense Insurance No. 1613 of 07.07.2015 and Voluntary Medical Expense Insurance Rules (new edition) registered by the National Commission for the State Regulation of Financial Services Markets under No.2113194 on 04.07.2013 (hereinafter – the Rules). These Rules are freely available and are published on Insurer's website: <https://insk.com.ua/ua/public-information/insurance-policies>.

4. Once Offer has been accepted, Policyholder will be sent an Electronic Voluntary Medical Expense Insurance Policy for Persons Travelling Ukraine under the Insurance Plan 'UAH 100,000' (hereinafter – Insurance Policy) to his/her email and/or other mobile communication channels, as may be determined by Policyholder, in the following form:

Electronic Voluntary Medical Expense Insurance Policy No. of for Persons Travelling Ukraine under the Insurance Plan 'UAH 100,000' (hereinafter – the Insurance Policy) (INDIVIDUAL CONTRACT TERMS AND CONDITIONS)			
Place of Contract – Kyiv			
<b>1. Insurer</b>	<b>PRIVATE JOINT-STOCK COMPANY 'INNOVATIVE INSURANCE CAPITAL'</b> represented by Acting Chairman of the Board Nosova Yuliia Viacheslavivna, acting on the basis of the Articles of Association. Seat: 3A Saksahanskoho Street, 01033, Kyiv, USREOU No. 32942598. C/a UA56320371000000265041916100 in JSC 'BANK 'UKRAINIAN CAPITAL', website: <a href="https://insk.com.ua">https://insk.com.ua</a> Phone: 0 800 505 123 – 24-hour (free calls for Ukraine). Financial Institution Registration Certificate: series CT No. 309. License for Insurance Activity in the form of Voluntary Medical Expense Insurance No. 1613 of 07.07.2015. Voluntary Medical Expense Insurance Rules (new edition) registered by the National Commission for the State Regulation of Financial Services Markets under No. 2113194 on 04.07.2013.		
<b>2. Policyholder</b>	Full name		Phone
	Address		
	Date of birth		Email
	Passport details		
<b>3. Beneficiary</b>	Insured Person		
<b>4. Subject of Contract</b>	Property interests not inconsistent with law and related to life and health of Insured Person and medical expenses of Insured Person that directly associated with the occurrence of Insured Event during a travel (trip) of Insured Person.		
<b>5. Contract Period</b>	From		till
Insurance Contract shall take effect from Insurance Contract Start Date, but no earlier than at 00:00 on the day following the day when Insurance Premium is credited in full to Insurer's current account or following the day Insurance Premium is paid through other payment systems allowed by the laws of Ukraine and implemented with Insurer.			
<b>6. Insurance Coverage</b>	<b>UAH 100,000 per single Insured Person.</b>		
<b>7. Insurance Rate</b>	When insuring Insured Person, Insurance Rate shall be determined by dividing Insurance Premium per single Insured Person by Insurance Coverage established per single Insured Person in percent.		
<b>8. Insurance Premium, UAH</b>	<b>per single Insured Person</b>		
<b>9. Insured Event</b>	Insured event is the appeal of the Insured person, his/her heirs or other persons representing the Insured person to the Insurer or the authorized Representative of the Insurer (medical assistance) in connection with the following need: - reimbursement of medical expenses incurred; - organization of diagnosing on COVID-19; - organization of providing and paying for medical care on the territory of Ukraine.		
<b>10. Insured Persons:</b>			
<b>Full name</b>	<b>Date of birth</b>	<b>Passport</b>	<b>Phone</b>
<b>11. Total Insurance Coverage</b>	грн.		
<b>12. Total Insurance Premium, UAH</b>	грн.		
<b>13. Signature of Policyholder</b>	(Symbols of a one-time identifier)		
	Signed with an electronic signature – one-time identifier		
<b>14. Signature of Insurer</b>	<b>PRIVATE JOINT-STOCK COMPANY 'INNOVATIVE INSURANCE CAPITAL'</b>		
	Acting Chairman of the Board Yu.V. Nosova		
	(Facsimile signature and seal)		
In case an event occurs, which carries the characteristics of Insured Event, please contact the Assistance Company (Insurer's Authorized Representative) – SAVITAR GROUP LLC – immediately: <b>+38 044 599 54 04</b> or <b>ukr@savitar-gr.com.ua</b> .			

**5. Subject of Contract**

5.1. Property interests not inconsistent with the laws and related to life and health of Insured Person and medical expenses of Insured Person, that directly associated with the occurrence of Insured Event during a travel (trip) of Insured Person.

5.2. Insured Persons are individual foreign nationals of up to 70 years of age inclusively as of the date of acceptance of Offer, for the benefit of which the Contract was concluded. Full name (including patronymic, if any) of Insured Persons, their addresses and dates of birth shall be indicated in Individual Contract Terms and Conditions (Insurance Policy).

5.3. Beneficiary shall be indicated in Individual Contract Terms and Conditions (Insurance Policy).

5.4. According to Contract, the expenses incurred to cover medical and other services provided to Insured Person during his/her travel (trip) around the territory determined herein in case of occurrence of events stipulated herein, are subject to indemnification.

6. **Insured event** is the appeal of the Insured person, his/her heirs or other persons representing the Insured person to the Insurer or the authorized Representative of the Insurer (medical assistance) in connection with the following need:

- reimbursement of medical expenses incurred;
- organization of diagnosing on COVID-19;
- organization of providing and paying for medical care on the territory of Ukraine.

The following events are recognized as an insured event: sudden illness of the Insured Person with COVID-19.

#### **7. Insurance Coverage, Insurance Premium**

- 7.1. Insurance Coverage is the amount up to which the indemnification is made by Insurer in case of Insured Event.
- 7.2. Insurance Coverage established per single Insured Person is UAH 100,000 and is indicated in Individual Contract Terms and Conditions (Insurance Policy).
- 7.3. Total Insurance Coverage is the sum of Insurance Coverages for all Insured Persons indicated in Individual Contract Terms and Conditions (Insurance Policy), which is indicated in Individual Contract Terms and Conditions (Insurance Policy).
- 7.4. Insurance Premium per single Insured Person shall be indicated in Individual Contract Terms and Conditions (Insurance Policy).
- 7.5. Total Insurance Coverage is the sum of Insurance Coverages for all Insured Persons indicated in Individual Contract Terms and Conditions (Insurance Policy), which is indicated in Individual Contract Terms and Conditions (Insurance Policy).
- 7.6. The total insurance premium is payable by the Insured within the period specified in the individual terms of the Agreement (Insurance Policy).

#### **8. Contract Period and Territory**

- 8.1. Contract Period with a certain Insured Person shall be indicated in Individual Contract Terms and Conditions (Insurance Policy).
- 8.2. Contract Territory – Ukraine, except for the Autonomous Republic of Crimea, the city of Sevastopol, communities of Luhansk and Donetsk oblasts, where the state authorities do not temporarily exercise their powers, and communities located along the conflict line or in the Joint Forces Operation area.

#### **9. Services stipulated by Insurance Program under Contract:**

- 9.1. Emergency (ambulance) at the pre-hospital stage, provided by the ambulance crew and / or in the department of the state medical institution (examination and consultation of medical staff, urgent laboratory tests, the cost of staying in the department of the state medical institution, purchase of medicines).
- 9.2. Emergency outpatient treatment at the pre-hospital stage and/or in an outpatient setting, in day care units of public healthcare facilities (doctor's visit, examination and consultation, emergency diagnostic test, outpatient surgical, therapeutic treatment, drug coverage), emergency hospitalization – emergency examinations, therapeutic treatment in day care units of public healthcare facilities, services of healthcare professionals.
- 9.3. Hotel services (cost of stay in a standard ward, intensive care unit, critical care unit, medical care prescribed by a doctor, drug coverage), including the costs for isolation of Insured Person and the persons who had been in close contact with Insured Person.
- 9.4. Coverage of drugs prescribed by a doctor for emergency medical assistance.
- 9.5. Diagnosing the coronavirus disease COVID-19 in persons who had been in close contact with Insured Person in case coronavirus disease COVID-19 is diagnosed in Insured Person.

#### **10. Acts of Policyholder (Insured Person) in case of occurrence of Insured Event**

- 10.1. Should an event occur to Insured Person which may be recognized as Insured Event, Insured Person shall immediately address the Assistance Company (SAVITAR GROUP LLC): **+38 044 599 54 04** or **ukr@savitar-gr.com.ua** requesting arrangement of medical assistance for Insured Person stipulated under Insurance Program and Contract. Should it be the case that Insured Person does not have any reasonable possibility to address the Assistance Company on his/her own for health reasons, the request may be addressed by his/her family members, colleagues and other persons.
- 10.2. Upon addressing the Assistance Company, Insured Person shall follow the instructions on further acts of Insured Person, provided by the Assistance Company.
- 10.3. Should Insured Person be diagnosed with coronavirus disease COVID-19 by healthcare facilities of the Ministry of Health of Ukraine, he/she shall immediately notify the Insurer/Assistance Company thereof.
- 10.4. The Assistance Company shall arrange the provision of medical assistance to Insured Person as stipulated in Insurance Program and Contract.
- 10.5. Should Insured Person pay for any treatment-related medical services at his/her own cost (exclusively in cases stipulated under the terms and conditions hereof), including the costs for treatment of coronavirus disease COVID-19, he/she shall provide the Insurer with the relevant documents required to pay Insurance Benefit from the list stipulated in Contract.

#### **11. Procedure and Conditions for Payment of Insurance Benefit**

- 11.1. Insurance Benefit shall be determined based on the cost of medical and/or other services that had been actually provided to Insured Person, stipulated in Insurance Program under Contract.
- 11.2. Insurance Benefit under Contract shall be paid in the national currency of Ukraine (hryvnia) within Insurance Coverage.
- 11.3. As soon as each Insurance Benefit is paid, the relevant Insurance Coverage shall be reduced for the amount of such payment.
- 11.4. Insurance Benefit shall be paid based on the documents proving the fact of occurrence of Insured Event and establishing the cost of medical assistance actually provided under Insurance Program established by Contract as follows:
  - 11.4.1. Transfer of funds to the account of the Assistance Company (provided the medical services were provided to Insured Person by the Assistance Company). The procedure for the payment of Insurance Benefits shall be governed in accordance with the agreement between the Assistance Company and Insurer.
  - 11.4.2. Transfer of funds to the account of public healthcare facility which provided services from the list stipulated in Insurance Program under Contract as agreed with Insurer.
  - 11.4.3. Payment to Insured Person (in case Insured Person had paid for medical services stipulated by Insurance Program under Contract at his/her own cost or the expenses were covered by a third party for the benefit of Insured Person) exclusively in the following cases:
    - a) such procedure for payment was agreed with the Assistance Company in advance;
    - b) in cases where medical assistance was provided to Insured Person who was not physically able to inform the Assistance Company (that is, the condition of Insured Person prevented him/her from informing the Assistance Company for medical reasons, which must be proven with relevant documents). In this case it is obligatory that Insured Person shall immediately address the Assistance Company as soon as his/her health condition is stabilized.
- 11.5. Insurer shall pay Insurance Benefit on the basis of application of Policyholder (Insured Person), relevant documents stipulated under Contract and attached thereto and the insurance report issued by Insurer or Insurer's Authorized Representative in the form established by Insurer, following the complete establishment of circumstances, causes and amounts of expenses incurred due to the occurrence of Insured Event.

11.6. For the purposes of payment of Insurance Benefit by Insurer, Policyholder (Insured Person) must provide Insurer with the following documents:

- a) application of Policyholder (Insured Person) on the occurrence of the event carrying the characteristics of Insured Event and for the receipt of Insurance Benefit (in the form established by Insurer);
  - b) identification documents of Beneficiary of Insurance Benefit.
- Note.** The documents mentioned in subparagraphs a), b) may be sent to Insurer in electronic form to Insurer's email: **office@insk.com.ua**.
- b) for reimbursement of the cost of drugs: a copy of the medical record abstract or the discharge summary indicating the diagnosis, treatment period, drug list, dosage and quantity. The documents must be certified with the stamp and seal of the healthcare facility, signature (and seal) of the doctor and/or the chief of service; a pharmacy fiscal receipt (cash receipt, settlement receipt) indicating the drugs and the costs paid;
  - r) for reimbursement of the cost of medical services: a copy of medical opinion on prescription of medical services (consultation summary report, extract from the hospital record ect.) duly executed and certified with the signature and seal of the doctor, signature of the chief of service and seal of the healthcare facility, fiscal receipts and cash receipts, settlement receipts indicating relevant services and the costs paid;
  - d) for reimbursement of the cost of diagnostic examination: a copy of the doctor's referral to this type of diagnostic examination, fiscal receipt (cash receipt, settlement receipt) indicating the service and the cost paid; a copy of the treatment record or diagnostic findings;
  - e) other essential documentary evidence related to Insured Event as may be reasonably requested by Insurer.

11.7. Any documents (except for the payment documents) must be provided to Insurer as original copies, notarized copies, copies certified by the relevant issuing authority or uncertified copies under condition that Insurer is provided with an opportunity to verify these copies against the original documents. Payment documents confirming payment for the services provided or the drugs purchased (fiscal receipt, cash receipt) must be always provided as original documents.

11.8. Should the mentioned documents be provided to Insurer in inappropriate form or executed in breach of the existing norms (number, date, stamp or seal missing, alterations to the text made), Insurance Benefit shall not be paid until these defects are corrected.

11.9. Insurer shall have the right to verify the information provided by Policyholder (Insured Person) and reasonably require any necessary additional medical documents as the proof of occurrence of Insured Event and amount of the expenses incurred.

11.10. Except for the cases in which Insurance Benefit is paid by Insurer by transfer of funds to the account of Assistance Company, healthcare facility, which had provided services stipulated by Insurance Program under Contract as agreed with Insurer, the procedure for making decision to pay or refuse to pay Insurance Benefit by Insurer shall be as follows:

11.11. For Insurance Benefit to be paid, Policyholder (Insured Person) must provide the following documents under Contract within thirty (30) days following the completion of treatment.

11.12. Within fifteen (15) business days following the receipt of all the required documents (or the last of them in case the documents were provided to Insurer in parts) to evidence the fact, causes, circumstances and outcomes of the occurrence of Insured Event and to determine the amount of direct costs (according to Insurance Program under Contract), Insurer shall:

11.12.1. Make decision to pay Insurance Benefit and issue a relevant insurance report indicating the amount of Insurance Benefit and pay Insurance Benefit within fifteen (15) business days following the issue of the insurance report.

11.12.2. Make reasonable decision on refusal to pay Insurance Benefit and notify Policyholder (Insured Person) of such refusal in writing, justifying the reasons for refusal, within ten (10) business days following the decision date.

11.12.3. Decides to postpone the decision to pay or refuse to pay Insurance Benefit (and notify Policyholder (Insured Person) thereof in writing within ten (10) business days following the date of decision to postpone) in case:

a) a pre-trial investigation in the criminal proceedings into the facts that caused the occurrence of Insured Event was initiated by law enforcement agencies and the circumstances that caused harm are investigated. The issue of making an insurance payment is resolved within 15 (fifteen) working days after the end of the specified investigation (its suspension, drawing up an indictment, closing the pre-trial investigation in criminal proceedings, etc.);

6) there exist reasonable doubts regarding the authenticity of the documents provided or qualification of the circumstances as Insured Event or there exist other facts which may become a ground for refusal to pay Insurance Benefit, for the period required to ascertain the truth regarding the actual circumstances of the event but for not more than six (6) months.

## **12. Exclusions from Insured Events**

12.1. Insurer is released from the obligation to make an insurance payment in the event of an insured event before the entry into force of the Contract.

12.1.1. Insurer does not reimburse for medical expenses related to the treatment of any illness / provision of medical services / other services, with the exception of COVID-2019.

12.1.2. Insurer does not reimburse medical expenses related to the treatment of COVID-2019, if the Insured Person was not in the territory of the insurance contract.

## **13. Grounds for Refusal to Pay the Insurance Benefit**

13.1. The following are the grounds for Insurer's refusal to pay Insurance Benefit:

13.1.1. Intentional acts of Policyholder or the person for the benefit of which Insurance Contract was concluded, aimed at the occurrence of Insured Event. This norm shall not apply to the acts related to the discharge of their civil duty or duty of service, acts committed to defend themselves (without exceeding the defence limits) or to protect property, life, health, honour, dignity and business name. The acts of Policyholder or the person for the benefit of which Insurance Contract was concluded shall be qualified in accordance with the applicable laws of Ukraine.

13.1.2. Commitment of an intentional criminal offence which resulted in Insured Event by an individual Policyholder or another person for the benefit of which Insurance Contract was concluded.

13.1.3. Deliberate misrepresentation regarding the Subject of Insurance Contract or the fact of occurrence of Insured Event by Policyholder.

13.1.4. Late notification of the occurrence of Insured Event without a good reason by Policyholder or impeding Insurer from determination of the circumstances, nature and extent of losses.

13.1.5. Occurrence of the events which cannot be recognized as Insured Events according to the terms and conditions of Contract.

13.1.6. Failure to provide (incomplete provision) of documents required to make decision on the event carrying the characteristics of Insured Event to Insurer.

13.1.7. Failure to agree the acts of Policyholder (Insured Person) regarding Insured Event with Assistance Company (Insurer).

13.1.8. Failure to follow the instructions of Assistance Company/Insurer without a good reason or impeding Insurer from determination of the circumstances, nature and extent of harm.

13.1.9. Failure to comply with the time limits established in Contract when submitting documents to claim payment by Policyholder (Insured Person) in case he/she paid for medical services at his/her own expense.

13.1.10. Insurer's refusal to pay Insurance Benefit may be appealed against by Policyholder in court.

## **14. Rights and Obligations of the Parties**

14.1. Insurer shall:

14.1.1. Make Policyholder read and understand Insurance Rules.

14.1.2. Take measures to execute all documents required for a timely payment of Insurance Benefit within two business days as soon as it becomes known that Insured Event occurred.

14.1.3. Pay Insurance Benefit within the period established in Contract in case of occurrence of Insured Event. Insurer shall be liable for the failure to pay Insurance Benefit on time by paying a penalty to Policyholder (Insured Person) in the amount of 0.1% of the amount due for each day of delay.

14.1.4. Not disclose information about Policyholder (Insured Person) and his/her property status, except for the cases established by law.

14.2. Policyholder shall:

14.2.1. When concluding Contract, provide Insurer with all the information on the circumstances having a significant impact on the degree of the insurance risk, including the information on contacting a person infected with coronavirus disease COVID-2019, diagnostics of coronavirus disease COVID-2019, and inform the Insurer of any further changes in the insurance risk.

14.2.2. When concluding Contract for the benefit of other persons (Insured Persons), get their consent to conclude Contract for their benefit, as well as make them read and understand Contract and Insurance Rules;

14.2.3. Pay Insurance Premium in full in the manner prescribed by this Contract.

14.2.4. When concluding Contract, notify Insurer of other valid Contracts related to Subject of Contract.

14.2.5. Take measures to prevent and reduce losses caused due to the occurrence of Insured Event.

14.3. Insured Person shall:

14.3.1. Notify Insurer or Assistance Company of the occurrence of an event carrying the characteristics of Insured Event in the manner and within the terms established by Contract.

14.3.2. Coordinate any acts related to the event carrying the characteristics of Insured Event with Insurer or Assistance Company.

14.3.3. Follow all the recommendations for acts in case of Insured Event provided by Insurer or Assistance Company.

14.3.4. Provide, at the request of Insurer, any information required to establish the fact of occurrence of Insured Event or to determine the amount of Insurance Benefit.

14.3.5. In so far as it concerns the circumstances of Insured Event, release the third parties from the obligation to keep medically and commercially privileged information of Policyholder (Insured Person) confidential, as well as provide Insurer, at Insurer's request, with the necessary powers to receive any information related to Insured Event from the third parties (doctors, healthcare facilities, other organizations which provided Policyholder (Insured Person) with the services provided for by the terms and conditions of Contract).

14.4. Insurer shall have the right to:

14.4.1. Request all the information required to establish the degree of insurance risk from Policyholder (Insured Person) prior to the conclusion of Contract.

14.4.2. Request information required to establish the circumstances of Insured Event, including the commercially privileged information, from Policyholder (Insured Person) and verify authenticity of this information.

14.4.3. Independently investigate the reasons and circumstances of Insured Event, and, if necessary, address the competent authorities (organizations) requesting them to provide relevant documents and information.

14.4.4. Refuse to pay Insurance Benefit in case there exist relevant grounds to refuse stipulated by Contract and the laws of Ukraine.

14.5. Policyholder (Insured Person) shall have the right to:

14.5.1. Receive detailed information from Insurer on the company services provided to Policyholder (Insured Persons).

14.5.2. Amend and terminate Contract before the date stipulated under the conditions established herein.

14.5.3. Receive Insurance Benefit from Insurer according to the terms and conditions of Contract.

14.5.4. Appeal against the Insurer's decision on refusal to pay Insurance Benefit in the manner prescribed by law.

## **15. Procedure for Amendment and Termination of Contract**

15.1. Contract shall be terminated and Contract become invalid upon agreement of the Parties or in the following cases:

15.1.1. Expiration of Contract Period.

15.1.2. Insurer fulfils its obligations under Contract in full.

15.1.3. Contract was declared to be void based on the court decision.

15.1.4. Insurer was dissolved in the manner provided by the laws of Ukraine.

15.1.5. Death of an individual Policyholder or his/her loss of legal capacity, except for the cases provided for in Articles 22 and 24 of the Law of Ukraine "On Insurance".

15.1.6. Other cases provided by the laws of Ukraine.

15.2. Should Policyholder fail to pay Insurance Premium within the period established herein, Contract shall be deemed ineffective. In this case Insurer shall neither send a written request to pay Insurance Premium, nor send a written notice of early termination of Contract to Policyholder. The funds received to the account of Insurer (Insurer's Authorized Insurance Agent) late shall be deemed to be have been transferred by mistake and shall not renew Contract and are to be refunded to the account of Policyholder in full on the basis of Policyholder's application.

- 15.3. Contract may be terminated before the date stipulated herein at the request of Policyholder or Insurer. Either Party shall notify the other Party in writing of her intention to terminate Contract within no later than thirty (30) calendar days prior to the expected date of termination of Contract. In case of early termination of Contract at the request of Insurer, Policyholder's consent stipulated under Article 28 of the Law of Ukraine "On Insurance" shall be considered to have been received.
- 15.4. In case of early termination of Contract at the request of Policyholder, Insurer shall refund to Policyholder all Insurance Premiums remaining for the period until the expiration of Contract less standard administrative expenses in the amount of 35% as well as actual Insurance Benefits paid hereunder. Should the request of Policyholder be caused by the breach of the terms and conditions of Contract by Insurer, Insurance Premiums paid by Policyholder shall be refunded to Policyholder by Insurer in full.
- 15.5. In case of early termination of Contract at the request of Insurer, all Insurance Premiums paid by Policyholder shall be refunded to Policyholder in full. Should the request of Insurer be caused by the breach of the terms and conditions of Contract by Policyholder, the latter shall be refunded Insurance Premium for the period remaining until the expiration of Contract less standard administrative expenses in the amount of 35% as well as actual Insurance Benefits paid hereunder.
- 15.6. In case of early termination of Contract at the request of Policyholder caused by Insurer's failure to fulfil its obligations hereunder, Insurance Premium paid by Policyholder shall be refunded to Policyholder in full.
- 15.7. Any amendments to Insurance Contract as agreed by the Parties shall be made exclusively to the conditions determined in the individual part of Contract (Insurance Policy) and executed in writing as Supplementary Contract, which shall be an integral part thereof.
- 15.8. Any Insurance Contracts concluded within the effective period of this Offer shall remain valid until expiration of their effective period under the conditions determined herein. The period of Insurance Contract concluded with a certain Policyholder shall be determined in Insurance Policy.
- 16. Force Majeure**
- 16.1. The Parties shall be released from liability for full or partial failure to fulfil their obligations hereunder provided they are able to prove that the failure to fulfil or improper fulfilment of their obligations hereunder was caused by Force Majeure, that is, the extraordinary events inevitable under the given conditions, including: natural disasters, accidents, fires, civil disorders, epidemics, violations of public order, strikes, military actions, unlawful actions of the third parties, any prohibitions or restrictions of cash payments imposed by the National Bank of Ukraine, embargo placed on the importation (exportation) or other circumstances, adoption of relevant acts by state authorities that have arisen (entered into force) upon signing of Contract and are not dependent on the will of the Parties.
- 16.2. In case of Force Majeure the affected Party must notify the other Party thereof in writing within five (5) business days following the occurrence of Force Majeure and provide the other Party the documents issued by the Chamber of Industry and Commerce of Ukraine or other state authority, confirming the occurrence of Force Majeure within thirty (30) business days.
- 16.3. Should the affected Party fail to notify the other Party and/or provide the other Party with documents confirming the occurrence of Force Majeure issued by the Chamber of Commerce and Industry of Ukraine or other state authority, the affected Party shall be deprived of the right to refer to Force Majeure as to the ground for its failure to fulfil and/or improper fulfilment its obligations hereunder.
- 16.4. The terms and/or periods of fulfilment of obligations under Contract shall automatically be extended/postponed for the duration of Force Majeure, provided that the affected Party timely notified the other Party of the occurrence of Force Majeure and provided the other Party with the document(s) issued by the Chamber of Commerce and Industry of Ukraine or other state authority, confirming the occurrence of Force Majeure.
- 16.5. In the event that Force Majeure or its consequences last more than two months, or in the event it becomes obvious when such circumstances occur that they will last for more than two months, the Parties shall negotiate to identify the acceptable ways to execute or to terminate Contract.
- 16.6. In the event that the Parties terminate Contract due to Force Majeure, neither Party shall be liable for the failure to fulfil or improper fulfilment of its obligations under such contract.
- 17. Procedure for Conclusion of Insurance Contract**
- 17.1. On the basis of these General Insurance Terms and Conditions Insurer shall conclude Electronic Voluntary Medical Expense Insurance Contracts for Persons Travelling Ukraine under the Insurance Plan 'UAH 100,000' with the Clients determined as Policyholders under the Law of Ukraine "On Insurance".
- 17.2. Insurer: PRIVATE JOINT STOCK COMPANY 'INNOVATIVE INSURANCE CAPITAL', seat: 3A Saksahanskoho Street, 01033, Kyiv. Acting Chairman of the Board – Nosova Yuliiа Viacheslavivna – acting on behalf of Insurer on the basis of the Articles of Association.
- 17.3. Policyholder – an individual who concluded Insurance Contract with Insurer for personal benefit and/or for the benefit of the third parties (Insured Persons) as agreed with them, except for the cases stipulated by the applicable laws. Policyholder may be the same as Insured Person.
- 17.4. Insurance Contract shall consist of these General Terms and Conditions, the full text of which is available on the website of Insurer's partner (<https://welcomeukraine.today>) and on Insurer's website <https://ins.kom.ua/ua>, and Individual Terms and Conditions to Electronic Voluntary Medical Expense Insurance Contract for Persons Travelling Ukraine under the Insurance Plan 'UAH 100,000', and shall be deemed concluded from the receipt of the answer on acceptance of this proposal in the manner stipulated herein and the receipt of Insurance Premium.
- 17.5. Insurance Contract shall be concluded through Insurer's suggestion (Offer) to conclude the contract and the Client's acceptance of Offer. An electronic contract shall be concluded with the use of information and telecommunication systems (hereinafter – ITS).
- 17.6. According to Articles 207, 639, 981 of the Civil Code of Ukraine and Articles 11, 12, 13 of the Law of Ukraine "On Electronic Commerce", completing the form of application for acceptance of the proposal to conclude a contract in the Insurer's partner website (<https://welcomeukraine.today>), signing the form with an electronic signature with a one-time identifier, which is represented with an alphanumeric sequence of electronic data composed of four symbols and used to sign the application (by typing the value of a one-time identifier received to the mobile number provided by Policyholder into the relevant field) and payment of Insurance Premium determined by the terms and conditions of Insurance Contract, shall be considered to be unconditional acceptance of the proposal (Offer) by the Client. By completing the application form, the Client consents to all terms and conditions of Insurance Contract, including the material terms and conditions stipulated under Article 16 of the Law of Ukraine "On Insurance": subject of insurance, insurance coverage, list of insured events, insurance premium and the relevant payment procedure, etc.
- 17.7. Upon identification of the Client (Policyholder) in the ITS on the basis of these General Terms and Conditions and data received from the Client (Policyholder) according to the application form published on Insurer's partner website (<https://welcomeukraine.today>), Individual Contract Terms and Conditions (Insurance Policy) are generated for each Client (Policyholder) and certified with a facsimile signature of the Insurer's Authorized Representative and seal of Insurer reproduced with the copying means.
- 17.8. Specimen signature of Insurer's Authorized Representative and specimen seal of Insurer:

Insurer's Authorized Representative	Specimen signature and seal
Acting Chairman of the Board <b>PJSC 'INNOVATIVE INSURANCE CAPITAL'</b> <b>Nosova Yu.V.</b>	

- 17.9. Accepting the proposal of Insurer to conclude Insurance Contract and pay Insurance Premium to Insurer shall mean that Policyholder has read and understood the conditions of Offer and provided his/her complete unconditional and final consent thereto as the expression of Policyholder's free will. Performance of the mentioned acts shall mean the acceptance of all the conditions of the Offer (both general and individual) by the Client (Policyholder) and shall constitute the conclusion of Insurance Contract in electronic form which, according to clause 12 of Article 11 of the Law of Ukraine "On Electronic Commerce" shall be equivalent to the written form.
- 17.10. The acceptance of Offer shall be fixed by Insurer (Insurer's Authorized Insurance Agent) in electronic form and stored in the ITS of Insurer (Insurer's Authorized Insurance Agent). The Parties agree that any abstracts from the ITS of Insurer (Insurer's Authorized Insurance Agent) may be used as evidence in consideration of disputes, including the court procedures.
- 17.11. Upon acceptance of Offer and entering of Insurance Contract into force the Client shall acquire the status of Policyholder and receive an electronic copy of Insurance Contract, containing all the material conditions and comprising of the general and individual insurance conditions in the form preventing its misinterpretation, to the email/mobile communication channel indicated by Policyholder.
- 17.12. In case Insurer receives the relevant request from Policyholder to produce Insurance Contract in printed form, Insurer shall assume the obligation to fulfil the requirement of Policyholder within three (3) business days. The printed copy of Insurance Contract shall be signed by the Parties.
- 17.13. Policyholder may refuse to conclude Insurance Contract at any moment before accepting this Offer.
- 17.14. By accepting this Offer, Policyholder confirms that: a) he/she has the extent of legal capacity required to conclude Contract; b) he/she agrees to Insurance Rules published on the Insurer's website (<https://ins.kom.ua/ua/public-information/insurance-policies>) and had read and understood the insurance rules in full; c) he/she received information indicated in Part 2 of Article 12 of the Law of Ukraine "On Financial Services and State Regulation of Financial Services Markets" No. 2664-III of 12.07.2001p. (as amended) before accepting this Offer and confirms that the mentioned information is available at Insurer's points of service of Insured Persons and/or on Insurer's website <https://ins.kom.ua/ua> at <https://ins.kom.ua/ua/public-information/general-information>, and such information is complete and sufficient for proper understanding of the essence of financial services provided by Insurer; d) he/she provides his/her consent to receive Insurance Policy to the email address and/or mobile communication channel indicated; e) he/she has read and understood the rights of Insured Person in accordance with provisions of Article 8 of the Law of Ukraine "On Protection of Personal Data", provides his/her consent to Insurer for the processing and use of his/her personal data exclusively for

the purposes and within the scope of requirements of the laws of Ukraine and certifies that he/she received the notification on inclusion of data of Insured Person to Insurer's personal data base; e) he/she received the consent(s) of Insured (Persons) to their insurance subject to conditions of this Offer, to conclude Contract for their benefit, to the right of the staff of healthcare facilities, in which Insured Person underwent examination and treatment, to disclose any information on health condition of the Insured Person and any diseases he/she had had, is having or may have during the Contract Period) the period, to representatives of Insurer, to exempt the staff of healthcare facilities from obligation to keep any information related to health or disease of Insured Persons secret before Insurer.

#### 18. Miscellaneous

18.1. In all matters not covered by Insurance Contract the Parties shall be governed by the Law of Ukraine "On Insurance" and the Insurance Rules published on Insurer's website at <https://insk.com.ua/ua/public-information/insurance-policies>.

18.2. This Offer is signed and sealed by Insurer.

18.3. This Offer was made in one counterpart with the original being kept at Insurer's records. The text of the Offer is freely available and is published on Insurer's website (<https://insk.com.ua/ua/public-information/eoffers>) and on the website of Insurer's partner (<https://welcomeukraine.today>).

18.4. This Offer shall become effective from the date of its signing by Insurer and shall remain in force until the date of termination by Insurer.

18.5. Before accepting this Offer, Policyholder shall independently read and understand the conditions of Contract on Insurer's website at: <https://insk.com.ua/ua/public-information/eoffers>.

18.6. Judicial protection of the rights and legal interests of the Parties related to the Contract, including the consideration and settlement of disputes arising from the execution or termination hereof, including disputes on damages due to the breaches and invalidity of the Contract, shall be finally resolved by the court in accordance with the applicable laws of Ukraine.

18.7. Legal relations of the Parties, which were not mentioned in the Contract, shall be governed in accordance with the laws of Ukraine.

18.8. Offer and Insurance Policy are set out in Ukrainian, Russian and English. The provisions of Contract set forth in Ukrainian shall prevail, including the fulfilment of obligations by the Parties hereunder and the consideration of disputes arising hereunder.

#### 19. Details and Signature of the Insurer

**PRIVATE JOINT-STOCK COMPANY 'INNOVATIVE INSURANCE CAPITAL'**

Seat: 3A Saksahanskoho Street, Kyiv, 01033, Kyiv.

USREQU No. 32942598.

C/a UA56320371000000265041916100 in JSC 'BANK 'UKRAINIAN CAPITAL'

Website: <https://insk.com.ua/ua/>.

Phone: 0 800 505 123 – 24-hour (free calls for Ukraine).

Acting Chairman of the Board \_\_\_\_\_ Yu.V. Nosova

