

**INSURANCE CONTRACT FOR PERSONS TRAVELING UKRAINE
(MEDICAL EXPENSE INSURANCE)**

Kyiv city

July 1, 2021

This Offer is the official proposition of PJSC "Insurance Company "Persha", (hereinafter referred to as Insurer), that is addressed to individuals to conclude Voluntary Insurance Contract of medical expenses.

Voluntary Medical Expense Insurance Contract, hereinafter referred to as Contract / Insurance Contract, is concluded based on Licenses of the National Commission for Financial Services AE №198821 dated June 19, 2013 and the Additions No. 2 to the Rules for voluntary insurance of medical expenses "Special conditions for voluntary insurance of medical expenses for travelers", approved by the order of the National Commission for Financial Services February 14, 2008 (hereinafter - the Rules).

This Insurance Contract consists of two parts: Insurance Certificate and Offer (Annex 1).

Insurance Certificate No. _____ dated _____				
1. Insurer	PJSC "IC "Persha"			
2. Insured	Last name, first name, patronymic		Phone	
	Address		Date of birth	
3. Beneficiary	Not established			
4. Place of Contract	Ukraine, with the exception of the Autonomous Republic of Crimea territory's and Donetsk and Lugansk regions, where the state authorities of Ukraine temporarily do not implement their powers (territories are not under the control of the Ukrainian authorities) in accordance with the current legislation of Ukraine.			
5. Validity term	from	[Start of Insurance Contract's validity term]	to	[End of Insurance Contract's validity term]
Insurance Contract shall be valid since start of Contract's validity term, but not earlier than 00:00 of the day following the day of receiving full insurance premium at Insurer's account, following the day of paying Insurance premium through other payment systems approved by laws of Ukraine, available and approved by Insurer.				
6. Insured sum	100,000 UAH per one Insured person			
7. Insurance rate				
8. Insurance premium				
9. Insured events:				
Voluntary Medical Expense Insurance	The Insured event is the case when Insured (Insured person) receives medical services, namely the provision of emergency medical aid and/or provision of urgent inpatient medical aid pursuant to request of Insured person, ensuring diagnostics and medicament treatment, which are required as a result of acute illness: COVID-2019 coronavirus infection.			
10. Insured persons:				
Last name, first name, patronymic		Date of birth	Passport	Phone
11. Total Insured sum:		[100,000* number of Insured persons]		
12. Total Insurance premium				
13. Signature of Insured				

In case of occurrence of Insured event please immediately contact Savitar Group Assistance Company by phone **+380 44 599 54 04** or by e-mail: **ukr@savitar-gr.com**

1. Subject matter of Contract

- 1.1. Subject matter of Contract are property interests not contradicting the law, related to possible medical expenses for diagnostics and treatment of COVID-19 when Insured travels within Ukraine.
- 1.2. Insured persons are individuals under the age of 70 years for whom Contract was concluded.

2. Insured events

- 2.1. Insured event shall be considered the turn of Insured person, his/her heirs or other persons representing Insured person to Insurer or Insurer's authorized representative (medical assistance team) whereas it is necessary to:
 - Indemnify for medical expenses incurred;
 - Arrange diagnostics of COVID-19;
 - Arrange provision and payment for medical care within Ukraine.
- 2.2. The following events shall be considered as Insured event: a sudden COVID-19 illness of Insured person.
- 2.3. In case of occurrence of Insured event specified in clause 2.2. of the Contract the Insurer shall indemnify for expenses regarding:
 - emergency (first) pre-hospital aid provided by First Aid Team; care provided at Health Care Centre (examination and consultation provided by medical staff, emergency laboratory tests, cost of stay at Health Care Centre, purchase of medicines);
 - emergency pre-hospital outpatient treatment at outpatient facility, day patient facility (doctor's visit, examination and consultation, emergency diagnostic tests, outpatient surgical treatment, medical treatment, purchase of medicines) emergency hospitalization - emergency tests, medical treatment at inpatient facility, services provided by medical staff;
 - hospital stay (cost of staying at standard ward, intensive care ward, resuscitation ward), medical care prescribed by doctor, purchase of medicines), expenses for examination and isolation of Insured person and people who were in close contact with Insured person;
 - purchase of medicines prescribed by doctor for emergency care;
 - making COVID-19 diagnostics of people who were in close contact with Insured person.

3. Actions of Insured (Insured person) in case of occurrence of Insured event

- 3.1. If Insured event happens with Insured person the latter shall immediately turn to Health Care Centres approved by Ministry of Health of Ukraine or Insurance Company (assisting Savitar Insurance Company by group phone +380 44 599 54 04 or by e-mail: ukr@savitar-gr.com) for disease diagnostics.
- 3.2. If Health Care Centres approved by Ministry of Health of Ukraine make diagnosis that Insured person has COVID-19 coronavirus infection they must immediately notify Insurance Company hereof.
- 3.3. Insurer shall arrange treatment of Insured person.
- 3.4. If Insured person has paid for medical services related to COVID-19 treatment on his/her own, he/she may apply to Insurer for indemnification for expenses incurred. In such case after completion of treatment, the Insured (Insured person) shall within 30 days submit the set of documents (application for making insurance payout, copy of document certifying the identity of beneficiary, abstract of medical record, discharge report specifying diagnosis, treatment duration,

list of medicines, dosages, fiscal receipts or cash receipts, settlement receipts with the name of service and its paid cost) to receive insurance indemnity.

4. Insured events exceptions

- 4.1. Insurer shall not be held liable to make insurance payout if Insured event occurred before Insurance Contract became valid.
- 4.2. Insurer shall not indemnify for medical expenses related to treatment of any disease except COVID-2019.
- 4.3. Insurer shall not indemnify for medical expenses related to treatment of COVID-2019 if Insured person was not within Ukraine during validity term of Insurance Contract: Ukraine, with the exception of the Autonomous Republic of Crimea territory's and Donetsk and Lugansk regions, where the state authorities of Ukraine temporarily do not implement their powers (territories are not under the control of the Ukrainian authorities) in accordance with the current legislation of Ukraine.

5. Rights and liabilities of Parties

- 5.1. Insurer is obliged:
 - 5.1.1. to bring Insurance Terms and Rules to attention of Insured (Insured person);
 - 5.1.2. upon occurrence of Insured event, to make insurance payout to Insured (Insured person) or third person, who actually paid for services received by (Insured) Insured person within 15 (fifteen) business days after making decision to make payout. Insurer shall be liable for late payment of insurance payout by paying a fine to Insured (Insured person) amounted to 0.1% of outstanding amount for each day of delay;
 - 5.1.3. not to disclose information about Insured (Insured person) and his/her property status, except in cases established by law.
- 5.2. Insured is obliged:
 - 5.2.1. upon concluding Contract, to provide Insurer with all information regarding circumstances having significant impact on risk level, such as: contact with COVID-19 infected person, establishing COVID-2019 diagnosis, and shall further notify Insurer of any change in insurance risk;
 - 5.2.2. when concluding Contract in favor of other persons (Insured persons) to obtain their consent to conclude Contract in their favor and to bring Insurance Terms and Rules to their attention;
 - 5.2.3. to pay insurance premium in full in manner specified in this Contract;
 - 5.2.4. upon concluding Contract to notify Insurer regarding other valid Contracts;
 - 5.2.5. to take actions to prevent and reduce losses caused by Insured event;
 - 5.2.6. in case of early termination of Contract to return original Contract (Insurance Certificate) to Insurer.
- 5.3. Insured person is obliged:
 - 5.3.1. to notify Insurer on occurrence of event having signs of insurance one in manner and within the terms specified in Contract;
 - 5.3.2. to follow all recommendations of Insurer;
 - 5.3.3. to provide upon Insurer's request any information necessary to establish the occurrence of Insured event or to determine the amount of insurance payout;
 - 5.3.4. as to the circumstances of Insured event, to relieve third parties of responsibility for non-disclosure of medical and commercial secrets related Insured (Insured person), as well as at Insurer's request to provide the latter with required powers to obtain from the third parties (doctors, Health Care Centres, other facilities that have provided services to Insured (Insured person) stipulated by terms of Contract) any information related to Insured event.
- 5.4. Insurer has the right:

- 5.4.1. to demand from Insured (Insured person) all information necessary to determine the degree of insured risk before concluding Contract;
 - 5.4.2. to demand from Insured (Insured person) information necessary to determine circumstances of Insured event, including information constituting commercial secret, and to verify the reliability of mentioned information;
 - 5.4.3. independently investigate the causes and circumstances of Insured event and, if necessary, to submit requests to competent authorities (facilities) for relevant documents and information;
 - 5.4.4. to refuse to make insurance payout if there are grounds herefor stipulated by this Contract and laws of Ukraine.
- 5.5. Insured (Insured person) has the right:
- 5.5.1. to receive detailed information from Insurer on services provided by company to Insured (Insured persons);
 - 5.5.2. to make amendments and early terminate Contract in manner stipulated by this Contract;
 - 5.5.3. to receive services stipulated by terms of this Contract, if necessary, within the limits of Insured sum and limits on indemnification for such expenses specified in Contract;
 - 5.5.4. to receive from Insurer the sum of insurance payout according to terms of Contract;
 - 5.5.5. to appeal against Insurer's decision to refuse to make insurance payout in manner stipulated by law.

6. Terms of Contract termination

- 6.1. Contract shall be terminated and become null and void as agreed by Parties, as well as in the following cases:
- 6.1.1. Expiry of Contract validity term.
 - 6.1.2. Fulfillment by Insurer of obligations under the Contract in full.
 - 6.1.3. When Judgment declaring Contract to be null and void enters into force.
 - 6.1.4. Liquidation of Insurer as stipulated by law.
 - 6.1.5. Death of Insured person. If Insurance Contract has been concluded to insure more than one person at the same time, in case of death of one Insured person, the Contract shall terminate only in respect of that person.
 - 6.1.6. In other cases stipulated by laws of Ukraine.
- 6.2. Either Party shall notify the other Party in writing of intention to early terminate Contract not later than 30 (thirty) calendar days before the expected date of termination.
- 6.3. In case of early termination of Contract at Insurer's request, the full insurance premiums paid by Insured shall be refunded to him/her.
- 6.4. In case of early termination of Contract at Insured's request, the Insurer shall refund to Insured the insurance premiums for the period remaining up to expiry of Contract minus standard case management costs amounted to 40%, as well as actual insurance payouts made according to this Contract. If Insured's claim is caused by Insurer's breach of terms of Contract, the latter shall refund to Insured the insurance premiums paid by latter in full.
- 6.5. In case of early termination of Contract at Insurer's request, Insured shall be refunded the full insurance premiums paid by him/her. If Insurer's claim is caused by Insured's improper performance of his/her obligations under Contract, the insurance premium for the period remaining before expiry of Contract shall be refunded to Insured minus standard case management cost amounted to 40%, as well as the actual insurance payouts made under this Contract.
- 6.6. In case of early termination of Contract at Insured's request due to Insurer's failure to fulfill obligations under this Contract, the insurance premiums paid by Insured shall be fully refunded to him/her.
- 6.7. Any amendments and additions to this Contract may be made only as agreed by Parties through drawing relevant Additional Agreement to this Contract.

7. Force majeure circumstances

- 7.1. Parties shall be relieved of responsibility for partial or full non-fulfillment of their obligations under Contract if they prove that non-fulfillment or improper fulfillment of their obligations is the consequence of force majeure circumstances, i.e. extraordinary and unavoidable events, including: natural disasters, accidents, fires, mass riots, epidemics, violations of public order, strikes, military actions, illegal actions of third parties, any prohibition or restriction of monetary settlements of the National Bank of Ukraine, imposition of embargo on imports (exports) or other circumstances, adoption by public authorities of relevant acts that have arisen (become valid) after signing Contract and are beyond control of Parties.
- 7.2. Party which is affected by force majeure circumstances shall within 5 (five) business days after their occurrence notify the other Party in writing thereof and within 30 (thirty) business days shall submit to other Party the documents issued by Ukrainian Chamber of Commerce and Industry or another state authority confirming the fact of such circumstances occurrence.
- 7.3. Failure of Party affected by force majeure circumstances to notify the other Party and / or failure to submit to other Party the documents issued by Ukrainian Chamber of Commerce and Industry or other state authority confirming the fact of force majeure circumstances occurrence shall divest the Party affected by force majeure to refer to them as the grounds for non-fulfillment and/or improper fulfillment of obligations under the Contract.
- 7.4. Terms for fulfilling obligations under the Contract shall be automatically continued / transferred for the duration of force majeure circumstances, provided that Party being affected by force majeure circumstances timely notified the other Party about their occurrence and provided to latter the document(s) issued by Ukrainian Chamber of Commerce and Industry or other state authority confirming the fact of force majeure circumstances occurrence.
- 7.5. If force majeure circumstances or their consequences last more than two months, or when it becomes evident that such circumstances will last more than two months, the Parties shall negotiate in order to identify ways acceptable to them to observe Contract or terminate it.
- 7.6. If Contract is terminated as agreed by Parties due to force majeure circumstances, neither Party shall be liable for failure to perform or improper performance of obligations under such Contract.

8. Miscellaneous

- 8.1. Regarding all issues not regulated in Insurance Contract the Parties shall be governed by the Law of Ukraine "On Insurance" and Insurance Rules.
- 8.2. Insurer shall affix signature and seal to the text of this Contract. This text is an offer within the meaning of Part 1, Article 634 of the Civil Code of Ukraine.
- 8.3. Offer is drawn up in one counterpart, the original of which is kept by Insurer, the text of Offer is available for free access at <https://persha.ua/about/litsenzii-ta-publichni-oferty/>. Offer shall come into force on July 1, 2021 and shall be valid until Insurer withdraws it.
- 8.4. Before concluding Contract Insured shall read and understand Terms of Contract available at Insurer's website <https://persha.ua/about/litsenzii-ta-publichni-oferty/>.
- 8.5. Pursuant to Articles 207, 634, 638, 641, 642, 981, 982 of the Civil Code of Ukraine, this Contract shall be deemed to have been agreed upon and concluded by Insured if latter performs actions evidencing his / her consent to comply with Terms of Contract. The unconditional acceptance of Terms of this Offer, actions of Insured that testify his / her consent to comply with Terms of Contract and consent to receive insurance services on terms and conditions established by Insurer shall be the payment of insurance premium in full to Insurer's current account / through other payment systems approved by laws of Ukraine, available and approved by Insurer. The person shall become Insured after acceptance and entry into force of Insurance Contract.

8.6. Contract shall be deemed to be signed by authorized representative of Insurer by affixing signature and seal on this Contract. The Insurance Contract shall be deemed to be signed by Insured by signing Insurance Certificate.

9. Details of Insurer

PJSC "Insurance Company "Persha"

EDRPOU code: 31681672

Address: 30, St. Fizkultury, 03150, Kyiv, Ukraine

Current account: UA123052990000026503006700815

In PJSC "Commercial Bank "PrivatBank"

Represented by the CEO

N. V. Bezbakh

