

OFFER No. 085-2024

to Conclude the Electronic Package Insurance Agreement for Those Having a Rest at Bukovel TC

“TRAVEL TO BUKOVEL”, Series 21/01-35E Dated 13/02/2024

1. This Offer (hereinafter the “Offer”) is the official proposal of PRIVATE JOINT-STOCK COMPANY “UKRAINIAN INSURANCE COMPANY “KNIAZHA VIENNA INSURANCE GROUP” (EDRPOU code 24175269, hereinafter the “Insurer”), which is designated for an unlimited circle of consumers, to conclude with the Insurer the electronic package insurance agreement for those having a rest at Bukovel TC “TRAVEL TO BUKOVEL”, series 21/01-35E (hereinafter the “Agreement”). The **Insurer** is PrJSC “UIC “KNIAZHA VIENNA INSURANCE GROUP”. Registered address: 44 Hlybochytska Street, Kyiv, 04050, Ukraine. The Insurer’s business address is 44 Hlybochytska Street, Kyiv, 04050. E-mail <https://kniazha.ua>. The Insurer may be represented by the Agent acting on the basis of and under the terms and conditions stipulated in the Agency Agreement made with the Insurer. The Agent shall perform some of the Insurer’s insurance activity and may conclude insurance agreements, receive insurance premiums, perform the works associated with insurance benefits and insurance indemnity.

1.1. The Insurer may be represented by the Agent acting on the basis of and under the terms and conditions stipulated in the Agency Agreement made with the Insurer. The Agent shall perform some of the Insurer’s insurance activity and may conclude insurance agreements, receive insurance premiums, perform the works associated with insurance benefits and insurance indemnity.

1.2. The **Insured** is a legally capable natural person who has concluded the Insurance Agreement with the Insurer.

1.3. The **Insurance Agreement** (hereinafter the “**Agreement**”/“**Insurance Agreement**”) is the agreement between the Insurer and the Insured under which the Insurer undertakes to pay the insurance benefit upon occurrence of the insured event, by compensating the health care facility/the Insured Person (or his/her legal representatives)/the Beneficiary for documented expenses for the emergency medical care provided to the Insured Person, within the insurance terms and conditions and limits under the Insurance Programme. The Agreement is made in electronic form and consists of two parts: Package Insurance Agreement for Those Having a Rest at Bukovel TC in electronic form, which is sent to the Insured/the Insured Person by e-mail and the Offer to Conclude the Electronic Package Insurance Agreement for Those Having a Rest at Bukovel TC “TRAVEL TO BUKOVEL”, series 21/01-35E, which is posted on the Insurer’s website <https://kniazha.ua>, and constitutes an integral part of the Insurance Agreement.

The Agreement is made in electronic form, which is equivalent to written form in accordance with Clause 12 of Article 11 of the Law of Ukraine “On Electronic Commerce”. The Parties undertake to produce the Insurance Agreement in hard copy as agreed by the Parties.

1.3.1. This Agreement is comprehensive and is made on the basis of the following:

- Licence AB No. 483137 issued by the State Commission for Regulation of Financial Services Markets of Ukraine on 1 October 2009, the Rules for Voluntary Insurance of Medical Expenses dated 30.06.2016;
- Licence AB No. 483130 issued by the State Commission for Regulation of Financial Services Markets of Ukraine on 1 October 2009, the Rules for Voluntary Accident Insurance dated 28.02.2013.

1.3.2. This Agreement is comprehensive and includes:

- Terms and Conditions for Medical Expenses Insurance;
- Terms and Conditions for Voluntary Accident Insurance. The Insurance Agreement is concluded by insurance clauses 18 “Insurance of expenses related to the provision of assistance to persons who are in a difficult situation during the trip” and 1 “Insurance against an accident (including in case of an industrial injury and occupational disease)”.

1.4. The **Insured Person** is a legally capable natural person for the benefit of whom the Insurance Agreement is made and who is specified in the Package Insurance Agreement for Those Having a Rest at Bukovel TC “TRAVEL TO BUKOVEL”, who has a rest at Bukovel TC (including Artek Bukovel) and/or receives a range of services (including excursion ones), which may be offered during the rest and stay in the territory of providing the services of Bukovel TC.

1.5. This Agreement can be concluded by the Insured for his/her benefit (then he/she is the Insured Person at the same time), or for the benefit of third parties (the Insured Persons) upon their consent (upon consent of the legal representative if the Insured Person is a minor). The Insured Person may acquire rights and obligations of the Insured in accordance with the Insurance Agreement. The Insured Person can be a minor natural person (whose legal representative is one of the parents/a guardian/an adopter), including during his/her stay (rest) and receipt of a range of services from Bukovel TC.

2. TERMS AND DEFINITIONS

2.1. Emergency medical care shall mean the medical care necessary based on life indicators, non-provision (or delayed provision) of which can result in the considerable or long-term disorder dysfunction the body or its individual organ, severe complications or death of the Insured Person (electric shock, a lightning strike; heat strokes, hypothermia; asphyxia of any type (drowning, foreign items getting into airways); acute poisoning (except for alcohol and/or narcotic one); bites by animals/poisonous snakes/poisonous insects; asthma (asthmatic attack); shock of any aetiology; renal/hepatic colic; breast pang or arrhythmia attack; acute abdomen; haematemesis; external bleeding; loss of consciousness; convulsions; choking; injuries (wounds, broken bones, twisted bones, burns, severe bruises, head injuries).

2.2. Accident means a sudden, short-term, unexpected, incidental, unpredictable event beyond the will of the Insured (the Insured Person) that occurs during the term and in the territory of the Insurance Agreement and results in injuries (bodily injuries), a health disorder (either temporary or permanent), or death of the Insured Person, namely: injuries (injured tissues, broken or twisted bones, breakage of organs (either full or partial)); wounds, foreign objects in bodies and tissues, burns, cold injuries; drowning; electric shock (including a lightning strike); asphyxia (choking).

Approved by:

✓ O.Dubovyy@kniazha.ua

Electronic signature: Electronic
signature, Signed in Vchasno, Ihor
Zinoviiovych Zhyzhara, EDRPOU/TIN
24175269.

Electronic signature: Electronic
signature, Signed in Vchasno, Dmytro
Oleksiiiovych Hrytsuta, EDRPOU/TIN
24175269.

Electronic seal: Electronic signature,
Signed in Vchasno, PrJSC “UIC
“Kniazha Vienna Insurance Group”,
EDRPOU/TIN 24175269.

- 2.3. Insurance Programme** is a list of medical and additional services with the specific scope and types of insurance approved by the Parties; such services will be organised and/or paid for the Insured Person upon occurrence of the insured event.
- 2.4. Sudden disease** is acute, abrupt deterioration of health in connection with the unexpected disease (acute disease, exacerbation or complication of a chronic disease) or injury of the Insured Person during the term and in the territory of the Agreement that poses a threat for his/her health and/or life and requires emergency medical care.
- 2.5. Insured amount** is the monetary amount within which the Insurer shall pay an Insurance Benefit upon occurrence of the insured event in accordance with the insurance terms and conditions.
- 2.6. Insurance premium (insurance contribution)** is payment for the insurance to be made by the Insured to the Insurer for the insurance agreement.
- 2.7. Insurance rate** is the rate of the insurance premium per unit of the insured amount for the specific insurance period.
- 2.8. Deductible** is a portion of the losses that is not indemnified for by the Insurer.
- 2.9. Ski pass** is a season ticket (a physical carrier made as a plastic card) that enables using ski lifts of Bukovel TC, which is located in the Village of Polianytsia, Yaremche Town Council, Ivano-Frankivsk Region.
- 2.10. Ski pass activation** is carried out during the first passage through the ski lift of Bukovel TC.
- 2.11. Excursion services** (excursion route, excursion programme) are services provided by Bukovel TC (posted at <http://bukovel.com>).
- 2.12. Hotel services** are services specified on the website of Bukovel TC at <http://bukovel.com> and/or <https://bukovel24.com>, as well as services of other hotels in the territory of Bukovel TC, which is located in the Village of Polianytsia, Yaremche Town Council, Ivano-Frankivsk Region.
- 2.13. Artek-Bukovel Children's Camp** are services specified on the website at <http://bukovel.com> and/or <https://bukovel24.com>.

3. SCOPE OF THE AGREEMENT

- 3.1. Insurance of medical expenses — property interests consistent with the law of Ukraine, connected with the life, health of the Insured Person and medical expenses of the Insured Person, as well as his/her additional expenses that are directly associated with the occurrence of the insured event, during the trip abroad by the Insured Person to Bukovel TC.
- 3.2. Voluntary accident insurance — property interests consistent with the law of Ukraine, connected with the life, health and capacity for work of the Insured Person designated by the Insured in the Insurance Agreement, upon consent of the Insured Person.

4. LIST OF THE INSURED EVENTS AND INSURED RISKS:

4.1. According to the Terms and Conditions for Medical Expenses Insurance:

4.1.1. The insured risks include probability and likelihood of the occurrence of the following events:

- a sudden disease that requires emergency medical care;
- injuries as a result of an accident;
- death of the Insured Person as a result of an accident or sudden disease.

4.1.2. The insured event is an event stipulated in the Insurance Agreement (Clause 4.1.1), which is not covered by the insurance exceptions or restrictions, which has occurred to the Insured Person during the term of the Agreement (liability of the Insurer) in the territory of Bukovel TC, during his/her stay (rest/receipt of services of Bukovel TC (including excursion ones), active rest and/or skiing), and the occurrence of which results in the Insurer's obligation to pay the insurance benefit by compensating the health care facility/the Insured Person (or his/her legal representatives)/the Beneficiary for documented expenses for the emergency medical care provided to the Insured Person, within the insurance terms and conditions and limits under the Insurance Programme, when the Insured Person resorts to the Insurer/health care facility in accordance with the terms and conditions and the procedure stipulated in the Agreement.

4.1.3. List of expenses for medical services to be indemnified for by the Insurer upon occurrence of the insured event:

4.1.3.1. Medical services under the Insurance Programme:

4.1.3.1.1. *Search in the mountains and carriage by means of the mountain search and rescue service* provides for indemnification for the cost of the services of the search and rescue service for the Insured Person who is on a mountain slope and needs emergency medical care.

4.1.3.1.2. *Emergency outpatient care* provides for indemnification for the cost of the emergency medical care for the Insured Person that is provided at the health care facility (outpatient clinic) / injury care centre.

4.1.3.1.3. *Emergency inpatient care* provides for indemnification for the cost of the emergency medical care in the conditions that provide for around-the-clock (for more than 24 hours) medical supervision and treatment (i.e. inpatient one) in health care facilities. The decision on the need to organise the emergency inpatient care can be taken by a doctor of the specialised medical and sanitary service of emergency medical care or the consulting physician of the health care facility. In case the Insurance Agreement expires, but the Insured Person still is being treated at the around-the-clock inpatient department and cannot return due to the health condition (according to the doctor's medical opinion), the Insurer's liability shall be additionally extended by 14 days starting from 00:00 of the date following the expiration date of the Agreement. The Insurer shall not be liable for any other insured events that occur during this additional period.

4.1.3.1.4. *Emergency dental care* provides for indemnification for the cost of the emergency medical care provided to the Insured Person in case of the acute toothache (caused by the acute inflammation of the tooth and/or adjacent tissues) or in connection with a jaw injury resulting from the accident, in order to remedy the acute condition. The organisation of care and coverage of expenses shall be within the limits and under the terms and conditions stipulated in the Insurance Programme.

4.1.3.1.5. Medical transportation provides for indemnification for the cost of transportation of the Insured Person (when his/her condition prevents him/her from getting around on his/her own: a severe condition and/or limited physical capability for moving on his/her own) by the specialised medical service, to the nearest health care facility or the doctor who can provide qualified aid in the respective field in Ukraine.

4.1.3.1.6. Repatriation of the body of the Insured Person upon occurrence of the insured event that has resulted in death of the Insured Person provides for indemnification for costs associated with carriage of the body (or its remains) to:

- the burial site (in Ukraine);
- the customs border (in Ukraine) closest to the country of permanent residence (for foreigners) or to the airport.

Repatriation may only be carried out by the decision of the Insurer. The necessary condition for repatriation is the confirmation of readiness to collect the Insured Person's body that is received from the Insured Person's relatives. In this case, the type and class of the transport and the transportation route shall be determined by the Insurer.

4.1.3.1.7. Emergency medical care in case of coronavirus disease (COVID-19) caused by SARS-CoV-2 (COVID-19) within UAH 10,000 (for the period of validity of the Agreement (the Insurer's liability)), in accordance with the terms and conditions stipulated by the Insurance Programme (Clause 6 of the Agreement).

4.2. According to the Terms and Conditions for Voluntary Accident Insurance:

4.2.1. The insured risk is the accident, namely sudden, incidental, short-term event beyond the will of the Insured/the Insured Person that occurred during the term and within the territory of the Agreement and has resulted in the Insured Event.

4.2.2. List of Insured Events:

4.2.2.1. Permanent loss of capacity to work by the Insured Person as a result of the accident (assignment of the first, second or third disability group).

4.2.2.2. Death of the Insured Person as a result of an accident.

5. INSURANCE TERM AND TERRITORY OF THE AGREEMENT

5.1. The territory and term are specified in the Package Insurance Agreement for Those Having a Rest at Bukovel TC "TRAVEL TO BUKOVEL".

5.2. The Insurance Agreement enters into force from the date when the insurance premium is paid by the Insured in full. In case the insurance premium is not paid at all or in full, the Insurance Agreement shall not enter into force (or shall be terminated), and no insurance indemnity shall be paid.

5.3. The Agreement may be concluded based on one of the options: "Continuous insurance" or "Interrupted insurance" (the necessary option is ticked in the respective column of the Package Insurance Agreement for Those Having a Rest at Bukovel TC).

5.3.1. Continuous insurance provides for conclusion of the Agreement for the duration of one trip. The term shall be specified in the respective column "Insurance period" of the Package Insurance Agreement for Those Having a Rest at Bukovel TC. The insurance coverage shall only apply to the number of days (or the insurance protection shall be in effect during such number of days) established in the respective column "Days of stay" during the term specified in the column "Period/Valid".

5.3.2. If the Agreement is concluded based on "Interrupted insurance", which provides for several trips, the insurance coverage shall only apply to the number of days (or the insurance coverage is in effect during such number of days) established in the respective column "Days of stay" during the term specified in the column "Period/Valid". Moreover, after the Insured Person returns from each trip, the term of the Agreement specified in days shall be reduced by the actual number of days of the Insured Person's stay in the territory of Bukovel TC. The Insurer's liability under the Insurance Agreement shall be terminated upon expiration of the insurance coverage specified in the Insurance Agreement.

5.4. If the following is specified in the Package Insurance Agreement for Those Having a Rest at Bukovel TC in the column "Additional insurance terms and conditions":

5.4.1. "**Ski pass — 1 (or another number) day of skiing in a row**", the Insurer's Liability shall start when the Ski pass is activated by the Insured Person and be in effect only during the number of days (or the insurance protection shall be in effect during such number of days) established in the respective column "Days of stay", which is specified in the Package Insurance Agreement for Those Having a Rest at Bukovel TC.

5.4.2. "**Ski pass — 3 (or another number) days of skiing at choice**", the Insurer's Liability shall start when the Ski pass is activated and ends at 24:00 on the same day. When the Ski pass is activated next time during the period of its validity, the Insurer's Liability shall start when the Ski pass is activated and ends at 24:00 on the same day. The insurance coverage shall be in effect only during the number of days established in the respective column "Days of stay", which is specified in the Package Insurance Agreement for Those Having a Rest at Bukovel TC.

5.4.3. In cases (when the column "Additional insurance terms and conditions" of the Package Insurance Agreement for Those Having a Rest at Bukovel TC specifies the receipt of another service of Bukovel TC), the Insurer's liability to each Insured Person shall apply to cases that arose when undertaking any types of rest in the territory of providing the services by Bukovel Tourist Complex during the validity period of such service.

5.5. The Insurer's liability shall apply in the territory and within the scope of services provided by Bukovel TC.

6. INSURANCE PROGRAMMES:

The specific INSURANCE PROGRAMME is Standard+; it is specified in the Package Insurance Agreement for Those Having a Rest at Bukovel TC, in the field "Insurance programme and option" and marked with the symbol.

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|--|--|--|---------------------------|
| Title of the programme | | Standard+ | |
| Insured amount for medical expenses, UAH per person | | 40,000 | |
| Insured amount for accident insurance, UAH per person | | 10,000 | |
| MEDICAL EXPENSES INSURANCE | | | |
| Service name: | | Health care facility class* | Limit |
| 1. Mountain search and carriage by means of the mountain search and rescue service. | | included | UAH 2,500 |
| 2. Emergency medical care. Medical care provided to the Insured Person by the specialised medical and sanitary service of emergency medical care, directly at the scene of the event and while the person is carried to the health care facility, for the conditions that require emergency medical care non-provision of which can result in death or irreversible changes in the body. | | included | |
| 3. Emergency outpatient care. <i>This service provides for the organisation and indemnification for the cost (during the validity period of the Agreement (the Insurer's liability)) of expenses for:</i> 3.1. emergency medical care provided in the outpatient conditions at the health care facility, namely: - initial doctor's consultation; - diagnostic and therapeutic procedures paid for by the decision of the Insurer, in the scope necessary for emergency care and stabilisation of the Insured Person's condition; - calling a doctor to the hotel when the body temperature exceeds 38.5 C; there is a hypertensive crisis (considerable increase in the arterial tension (> 180 and/or 120 mm MV)), a poisoning — by the decision of the Insurer with the limit of UAH 650. | | "B", "C", "A" health care facilities of Ivano-Frankivsk region. Medical centre in the territory of Bukovel TC. | Within the Insured Amount |
| 3.2. emergency medical care that is provided at the specialised health care facility (surgical, traumatological one), namely: 3.2.1. primary surgical treatment (PST) of the wound and bandages — up to three (3); 3.2.2. minor surgeries; 3.2.3. indemnification for expenses for the medicines necessary for the emergency outpatient care within UAH 300; 3.2.4. indemnification for expenses to fix broken bones, ligaments within UAH 600. | | Medical centre in the territory of Bukovel TC, Pharmacies. | Within the Insured Amount |
| 4. Emergency inpatient care. 4.1. Expenses for the following services are subject to indemnification within this service: - staying in a ward (standard one), intensive care ward; - meals as offered by the health care facility; - therapeutic treatment (consultations by the attending physician and, based on his/her recommendations, by narrow specialists, diagnostic and treatment procedures), in the scope necessary to provide emergency care and to stabilise the Insured Person's condition; - emergency surgery (prescribed by the doctor, as emergency care) that cannot be replaced with a course of conservative (therapeutic) treatment or postponed until the return home; - disposal medical items (syringes, bandages, etc.) in the volume necessary for surgery and emergency care to stabilise the Insured Person's condition; - disposable personal care products for the period of stay in the intensive care ward. | | "B", "C" | Within the Insured Amount |
| 4.2. The following expenses are subject to indemnification within this service: - medicines for inpatient treatment and emergency medical care | | Pharmacies | UAH 5,000 |
| - means to fix broken bones (including metal structures necessary for surgery upon the Insurer's consent), ligaments | | Deductible of 45% | |
| - other means to fix broken bones (plaster, bandages, splints). | | Within the Insured Amount | |
| 4.3. In case the Insurance Agreement expires, but the Insured Person still is being treated at the around-the-clock inpatient department and cannot return due to the health condition (according to the doctor's medical opinion), the Insurer's liability shall be additionally extended by 14 days starting from 00:00 of the date following the expiration date of the Agreement. The Insurer shall not be liable for any other insured events that occur during this additional period. | | "B", "C" | Within the Insured Amount |

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| <p>5. <u>Emergency dental aid.</u> <i>The following services are subject to indemnification (during the validity period of the Agreement (the Insurer's liability)) within this service:</i></p> <ul style="list-style-type: none"> - dental examination; - X-ray; - extracting or filling a tooth with temporary filling as a result of a jaw injury resulting from the accident, in the scope necessary for emergency care and elimination of acute pain; | <p>“B”, “C”, “A” (by the decision of the Insurer — Medical centre in the territory of Bukovel TC)</p> | <p>UAH 800</p> |
| <p>6. <u>Medical transportation.</u> <i>If necessary, the following expenses for transportation are subject to indemnification (during the validity period of the Agreement (the Insurer's liability)) within this service:</i></p> <ul style="list-style-type: none"> - to the nearest health care facility or doctor; - to the specialised health care facility for subsequent inpatient/outpatient treatment. | <p>+</p> | <p>Within the Insured Amount</p> |
| <p>7. <u>Repatriation of the Insured Person's body.</u></p> | <p>+</p> | <p>Within the Insured Amount</p> |
| <p>8. <u>Emergency medical care in case of coronavirus disease (COVID-19)</u> caused by SARS-CoV-2 (COVID-19). <i>The following services are subject to indemnification (during the validity period of the Agreement (the Insurer's liability)) within this service:</i></p> <ul style="list-style-type: none"> - emergency medical care provided by general and/or specialised emergency medical care teams; - emergency outpatient care in a health care facility or by a certified doctor (a diagnostic test for COVID-19 is paid only in case of a positive result), consultations, medical services, medicines; - emergency inpatient care in health care facilities (diagnostic tests for COVID-19 are paid only in case of a positive result), medical procedures, drug treatment, use of any medical equipment necessary for treatment, consulting services, cost of staying in wards, including intensive care units); | <p>“B”, “C” — state and institutional health care facilities of Ivano-Frankivsk region.</p> | <p>Within UAH 10,000</p> |
| <p>VOLUNTARY ACCIDENT INSURANCE</p> | | |
| <p>- In case of the Insured Person's death</p> | <p>100% of the Insured Amount</p> | |
| <p>- Upon assignment of the first disability group</p> | <p>90% of the Insured Amount</p> | |
| <p>- Upon assignment of the second disability group</p> | <p>70% of the Insured Amount</p> | |
| <p>- Upon assignment of the third disability group</p> | <p>50% of the Insured Amount</p> | |

- 8.3. The Insurer's coordinating doctor/supervising doctor informs the Insured Person of his/her further actions, organises provision of medical care and provides necessary information support.
- 8.4. The Insured Person shall present the Insurance Agreement (and, where necessary, the identification document) in the health care facility.
- 8.5. The Insured Person shall strictly adhere to the instructions and recommendations given by the Insurer's coordinating doctor.

9. INSURANCE EXCEPTIONS AND LIMITATIONS:

9.1. The basis for the Insurer's denial of insurance indemnity shall include:

- 9.1.1. actions of the Insured (the Insured Person) aimed at the occurrence of the insured event. The above provision shall not apply to actions related to the fulfilment of their civil or official duties, as a forced defence (without exceeding its limits) or protection of property, life, health, honour, dignity and business reputation. The actions of the Insured or the person for whose benefit the Insurance Agreement is concluded shall be qualified in accordance with the effective laws of Ukraine;
- 9.1.2. commitment of an intentional crime (offence) that has led to the occurrence of the Insured Event by the Insured (the Insured Person);
- 9.1.3. submission of the deliberately false data on the subject matter of the Insurance Agreement or the fact of the occurrence of the insured event by the Insured (the Insured Person);
- 9.1.4. receipt of the full compensation for losses from the person guilty of such losses by the Insured (the Insured Person);
- 9.1.5. untimely notification (or non-notification) of the Insurer by the Insured/the Insured Person of the occurrence of the insured event without a good reason, or impeding the Insurer in determination of the circumstances, nature and amount of losses, as well as exercise of the right of claim (recourse) against the person guilty of the insured event, or violation of the time frames for coordination of own expenses for treatment;
- 9.1.6. untimely notification or non-notification of the Insurer of changes in the extent of the insured risk by the Insured/the Insured Person;
- 9.1.7. failure of the Insured/the Insured Person to fulfil his/her obligations under the Insurance Agreement (non-submission and/or failure to submit in full and/or untimely submission of the documents necessary for the Insurer to take a decision on the insurance benefit and to confirm the amount of losses; failure to meet the requirements for his/her actions upon occurrence of the insured event, including failure of the Insured (the Insured Person) to following medical prescriptions, recommendations and instructions of the Insurer's coordinating doctor), which has resulted in additional expenses;
- 9.1.8. receipt of the services the types and/or volumes of which are not stipulated in the Insurance Agreement/Programme by the Insured Person;
- 9.1.9. any events that have attributes of an insured event but occur beyond the term (of the Insurer's liability) and/or outside the territory of the Insurance Agreement;
- 9.1.10. any events having the attributes of the insured event, but occurred before the conclusion of the Insurance Agreement;
- 9.1.11. the rest and services at Bukovel TC undertaken by the Insured Person despite the medical counter-indications and contrary to the doctor's recommendations;
- 9.1.12. receipt of the full compensation for losses from the person guilty of such losses by the Insured (the Insured Person);
- 9.1.13. untimely notification (or non-notification) of the Insurer by the Insured/the Insured Person of the occurrence of the insured event without a good reason, or impeding the Insurer in determination of the circumstances, nature and amount of losses, as well as exercise of the right of claim (recourse) against the person guilty of the insured event, or violation of the time frames for coordination of own expenses for treatment;
- 9.1.14. violation of the Rules for the purchase and use of ski passes of Bukovel Tourist Complex.

9.2. The Insurer shall have the right to reduce the insurance benefit:

- 9.2.1. if the Insured Person has failed to take necessary and expedient actions in order to prevent and reduce the costs resulting from the event under the Insurance Agreement, and in order to eliminate the causes of additional losses;
- 9.2.2. in case the Insured Person fails to follow the doctor's recommendations, which has resulted in deterioration of his/her condition and, as a result, higher medical expenses.

9.3. The Insurer shall not recognise the following events to be an insured event:

- 9.3.1. the events that occur during hostile actions of armies of other countries (whether the war has been declared or not), or their effects; revolution, uprising, sabotage, public disorders and strikes; terrorism, terrorist attacks, technological terrorism, terrorist activity and/or anti-terrorist actions; imposition of the state of emergency, the special state and the martial law, natural calamities, acts of God and/or natural disasters;
- 9.3.2. the events that occurred when the Insured Person was under the influence of alcohol (with the ethanol level in blood exceeding 1.6), narcotic or toxic substances;
- 9.3.3. the events that occur as a result of:
- 9.3.3.1. nuclear explosion, man-made disaster; application of chemical, biological and nuclear weapons;
- 9.3.3.2. suicide, attempted suicide (except when the person has been incited thereto by third-party unlawful actions);
- 9.3.3.3. gross violation of general personal safety rules and rules of conduct in the leisure areas that are recommended by representatives of the Insurer, Bukovel TC and instructions given by the staff of the accommodation sites (hotels).

9.4. The Insurer shall not indemnify for the following expenses:

- 9.4.1. diagnostics, treatment, medical (for instance, massage, manual therapy, physiotherapy, etc.) and other services unless they are directed at emergency medical care, are necessary and urgent from the medical point of view (by the decision of the Insurer);

- 9.4.2. diagnostics, treatment and other services prescribed by the doctor for scheduled control over the Insured Person's condition (repeated/scheduled consultations, laboratory/instrumental tests, monitoring, preventive examination) rather than to remedy acute pain, a sudden disease, an accident (and consequences thereof);
- 9.4.3. diagnostics, treatment and other services designated for health improvement, rehabilitation and prevention of the Insured Person's diseases; immunisation; payment for the therapeutic methods that are not officially recognised by science and medicine and/or are considered to be experimental (research), payment for treatment with alternative methods;
- 9.4.4. medical care associated with monitoring or condition of pregnancy. The Insurer may only organise and pay for the emergency medical care until the 28th week of pregnancy, in case there is a threat for life of the pregnant insured person, when complications develop quickly (including as a result of an injury or disease);
- 9.4.5. payment for the following surgery and associated complications:
- 9.4.5.1. any prosthetic care (including eye and dental care), including cardiac valve prosthetic care, replacement arthroplasty; body and tissue transplantation; purchase, search and delivery of organs and tissues necessary for transplantation;
- 9.4.5.2. plastic, cosmetic, reconstruction surgery; scheduled surgery (including heart and blood vessel one);
- 9.4.6. additional comfort services (high-comfort wards);
- 9.4.7. expenses and losses due to inability to participate in the trip, tour, for booking tickets and hotel rooms, non-pecuniary damages;
- 9.4.8. payment for the services provided by the specialised entity with no licence for such activity;
- 9.4.9. medical transportation of the Insured Person where there is no clinical need and medical indications for such transportation; transportation (including based on medical indications) outside Ukraine;
- 9.4.10. treatment, medical transportation and other services under the Insurance Programme that have not been approved by the Insurer;
- 9.4.11. payment for medical equipment and instruments (except as provided for by the Insurance Programme);
- 9.4.12. purchase and repairs of auxiliary medical products, including the ones that substitute or adjust the function of affected organs, namely glasses, contact lenses, hearing aid, stents, pacemakers, prosthetic appliances, measuring devices, wheelchairs, walking sticks, thermometers and other medical devices;
- 9.4.13. equipment for home diagnostics and its consumables;
- 9.4.14. personal hygiene products, disinfection and cosmetic products, infant food, products for regular administration, metered dose inhalers for bronchial spasm relief, spacers, nebulisers;
- 9.4.15. expenses associated with issuance (preparation) of necessary documents, information and evidence, medical expert examination; non-pecuniary damages;
- 9.4.16. payments associated with organisation of inpatient care, except as provided for by Clause 2.1 of the Agreement;
- 9.4.17. payments associated with repeated consultations by doctors, except for the cases by the decision of the Insurer made on a case-by-case basis, only in case of complications of the disease and deterioration of the Insured Person's condition;
- 9.4.18. payments related to calling a doctor to the hotel, except for the cases stipulated by the Programme;
- 9.4.19. any expenses that have not been pre-agreed with the Insurer.

9.5. expenses for diagnostics (including refining one), treatment and correction of the following are not subject to payment/indemnification:

- 9.5.1. epidemic, pandemic diseases (as a result of which an epidemic, pandemic, quarantine is declared) and especially dangerous infections (plague, cholera, natural smallpox, haemorrhagic fever, yellow fever, Ebola fever, leprosy, coronavirus disease (COVID-19 (SARS-CoV-2)), except for emergency medical care in case of coronavirus disease stipulated by the Insurance Programme (Clause 6 of the Agreement);
- 9.5.2. chronic diseases at the stage of remission, unstable remission or exacerbation that do not require emergency care;
- 9.5.3. any diseases that result from self-treatment. The cost of the treatment, diagnostics and other services that have not been recommended by the doctor shall not be indemnified for;
- 9.5.4. diseases that result from consumption of alcohol or drugs by the Insured Person. Treatment of the abstinent syndrome;
- 9.5.5. classical sexually transmitted diseases (as defined by the WHO) and sexually transmitted infections and related inflammatory diseases of the genito-urinary organs; AIDS (HIV) and similar diseases, as well as diseases that result from them and other immune deficiencies, TORCH infections, chicken pox;
- 9.5.6. mental disorders, mental issues, psychosomatic disorders;
- 9.5.7. asthma, epilepsy, allergies except for the emergency medical care provided in the scope necessary to stabilise the Insured Person's condition;
- 9.5.8. congenital diseases, developmental disorders, hereditary diseases, occupational diseases; diseases that have caused disability; diseases exacerbating before the date of the Agreement.

9.6. According to the accident insurance terms and conditions, the Insurer shall not recognise any diseases (including chronic and occupational ones, physical deviations) to be insured events, and shall not be liable for the following: - when the Insured Person is assigned the disability group higher than the one assigned before the date of the Agreement, during the term of the Insured Agreement;

- when the Insured Person is assigned the disability group 12 months after the date of an accident;

the Insurer shall have the right to deny insurance indemnity on the basis of Clauses 9.1 and 9.3.

10. TERMS AND CONDITIONS, PROCEDURE AND TIME FRAMES FOR PAYING THE INSURANCE BENEFIT OR INDEMNITY

10.1. Upon occurrence of the insured event, according to the terms and conditions for medical expenses insurance of those having a rest in the territory of providing the services of Bukovel TC, the Insurer guarantees payment of the insurance indemnity (documented expenses) only within the insured amount and/or limits under the Insurance Programme.

10.1.1. If the total amount of payments under the invoices exceeds the insured amount specified in the Insurance Agreement, the treatment expenses are compensated for in the first place, and in case the Insured Person dies — expenses for transportation of the body.

10.1.2. If the Insured Person has received the insurance benefit from the persons guilty of the losses, the Insurer shall pay the different between the amount due and the amount received by the Insured Person from these persons.

10.1.3. The Insurer shall compensate for expenses within the insured amount (liability limits):

10.1.3.1. To the health care facility — the cost of the medical services provided to the Insured Person, to the pharmacy — the cost of the medicines and/or medical devices under the Insurance Programme. The procedure and time frames for clearing invoices of the health care facility and/or pharmacy are stipulated in the cooperation agreement between the Insurer and the facility.

10.1.3.2. To the Insured Person (or his/her legal representatives if the Insured Person is of minor age) — for the treatment paid for at his/her own expense, the medical services under the Insurance Programme and terms and conditions of the Agreement. Indemnification for expenses shall be paid based on the documents (pursuant to the list in Clause 11 of the Agreement) that prove the occurrence of the insured event and the cost of the services less the deductible (if provided for in the Agreement), provided that such expenses have been coordinated by the Insured Person and the Insurer in advance, within the time frames and under the terms and conditions hereof.

10.1.3.2.1. In order to receive the insurance benefit/insurance indemnity, the Insured Person (or his/her legal representatives if the Insured Person is of minor age) shall apply to the Insurer and furnish the following:

10.1.3.2.2. electronic statement “of the occurrence of the event” on the Insurer’s website www.kniazha.ua, within 15 calendar days after the treatment is over, subject to the requirements of the Offer to Submit the Statement of the Occurrence of the Event in Electronic Form (to be found on the website);

10.1.3.2.3. or written statement “of the occurrence of the event” (at the Insurer’s office), within 15 days after the treatment is over;

10.1.3.2.4. other documents (under Clause 11 of the Agreement) that prove the occurrence of the insured event and cost of the services (pursuant to the list under the terms and conditions of the Agreement).

10.1.3.3. To the Beneficiary or another person for their own expenses for repatriation (transportation) of the Insured Person’s body (in case of his/her death) as a result of the insured event during the term and in the territory of the Agreement, under the terms and conditions and within the limits of the Insurance Programme. Indemnification for expenses shall be paid based on the documents (pursuant to the list in Clause 11 of the Agreement) that prove the occurrence of the insured event and cost of the services, provided that such expenses have been approved by the Insurer in writing.

10.1.3.3.1. In order to receive the insurance indemnity for their own expenses for repatriation (transportation) of the Insured Person’s body (in case of his/her death) as a result of the insured event during the term and in the territory of the Agreement, under the terms and conditions and within the limits of the Insurance Programme, the Beneficiary or another person who has incurred such expenses shall submit a written statement “of the occurrence of the event” (and other documents (pursuant to the list in Clause 11 of the Agreement) that prove the occurrence of the insured event and cost of the services), within 30 calendar days after the death of the Insured Person.

10.2. The total amount of the insurance indemnity paid under the Agreement may not exceed the corresponding insured amounts.

10.3. When an insured event occurs under the accident insurance terms and conditions, the Insured Person (or his/her legal representatives) / the Beneficiary/the heirs shall submit a written statement “of the occurrence of the event” (and other documents (pursuant to the list in Clause 11 of the Agreement) that prove the occurrence of the insured event, within 30 calendar days after the death of the Insured Person/the date of assignment of the disability group, or in case of designation of heirs — from the date of issuance of the inheritance document.

Amount of the insurance indemnity for accident insurance:

10.3.1. in case of permanent loss of capacity to work (as a result of the accident) and assignment of the third disability group as a result of the accident — 50% of the insured amount;

10.3.2. in case of permanent loss of capacity to work (as a result of the accident) and assignment of the second disability group as a result of the accident — 70% of the insured amount;

10.3.3. in case of permanent loss of capacity to work (as a result of the accident) and assignment of the first disability group as a result of the accident — 90% of the insured amount;

10.3.4. in case of death of the Insured Person as a result of the accident — 100% of the insured amount.

10.4. The decision on payment of the insurance indemnity or denial thereof shall be taken by the Insurer based on all the necessary (and duly certified) documents within thirty (30) business days, whereon the Claim Report is made.

10.5. The insurance benefit/indemnity shall be paid within twenty (20) business days after the Claim Report is signed. The insurance indemnity shall be paid by wire transfer in accordance with the terms and conditions of the Agreement. The date of payment of the insurance indemnity shall be the date when funds are debited from the Insurer’s current account.

10.6. In case the insurance indemnity is denied, the Insurer shall inform the Insured thereof within five (5) business days in writing, with justification of the reasons for denial.

11. LIST OF THE DOCUMENTS NECESSARY FOR THE INSURANCE INDEMNITY

11.1. In case the Insured Person has paid for the services on his/her own, the following documents shall be submitted to the Insurer to receive the insurance indemnity:

- 11.1.1. application for the insurance indemnity (based on the template);
- 11.1.2. copy of the Agreement;
- 11.1.3. identification document of the recipient of the insurance indemnity (copy);
- 11.1.4. copy of the taxpayer's identification code;
- 11.1.5. birth certificate of the Insured Child under the age of eighteen (copy);
- 11.1.6. documents confirming the receipt of services from Bukovel TC (ticket, hotel reservation confirmation, ski pass, etc.);
- 11.1.7. other documents at the Insurer's request confirming the fact, place and date of the occurrence of the insured event;
- 11.1.8. slip for the payment of the services of Bukovel TC (including excursion ones) (copy).

11.2. **in case of indemnification for the cost of medical expenses**, in addition to the documents specified in Clause 11.1, the following documents shall be furnished:

- 11.2.1. original documents from the health care facility, with specification of the last name of the patient (the Insured Person), the exact diagnosis, the date of resort for medical care, the treatment duration, detailed description of the medical services provided (their list, value, and total amount of expenses);
- 11.2.2. prescriptions issued by the designated doctor to the Insured Person, with specification of the medicinal products (original copies);
- 11.2.3. original detailed invoices settled as regards the medical and other services provided, with the dates, value and total amount due;
- 11.2.4. original payment documents that confirm the payment for the services provided, namely: service receipts, cash register receipts, bank receipts with specification of the transferred amount, etc.;

11.3. **list of the documents for indemnification for other expenses (under the Agreement):**

11.3.3. **in case of indemnification for expenses associated with repatriation (transportation) of the Insured Person's body**, in addition to the documents specified in Clause 11.1, the following documents shall be furnished:

- 11.3.3.1. certificate of death of the Insured Person (copy);
- 11.3.3.2. medical certificate of death and the cause of death of the Insured Person (copy);
- 11.3.3.3. documents issued by the competent authorities that contain data on the date time, circumstances and causes of the accident or sudden disease;
- 11.3.3.4. original detailed invoices and payment documents on the transportation services provided in case of repatriation of the body, payment documents on payment of the cost of transportation, with the dates and cost and the total amount due.

11.4. **For the insurance indemnity for accident insurance to be received:**

11.4.1. **in case of permanent loss of capacity to work** (as a result of the accident) by the Insured Person and assignment of the first, second or third disability group, in addition to the documents specified in Clause 11.1, the following documents shall be furnished to the Insurer:

- 11.4.1.1. documents issued by the competent authorities (copy) to confirm the occurrence of the event, which contain data on the date, time, circumstances and causes of the insured event;
- 11.4.1.2. original documents from the health care facility (inpatient case records, outpatient records), with specification of the last name of the patient (the Insured Person), the exact diagnosis, the date of and reason for resort for medical care, and treatment duration;
- 11.4.1.3. original results of instrumental examinations (X-ray images, CT/MRT results) and laboratory tests (results of laboratory tests conducted to check alcohol/narcotic substances in blood on the day of the accident);
- 11.4.1.4. certificate issued by the medical and Social Expert Commission (hereinafter the "MSEC") on assignment of the disability group and the disability rehabilitation card (copy).

11.4.2. **in case the Insured Person dies** as a result of the accident, in addition to the documents specified in Clause 11.1, the following documents shall be furnished to the Insurer:

- 11.4.2.1. certificate of death of the Insured Person (copy), doctor's certificate of death, or statement of the cause of death of the Insured Person (copy);
- 11.4.2.2. copy of the document designating the heirs of the insurance benefit (unless the Beneficiaries are stipulated in the Agreement);
- 11.4.2.3. documents issued by the competent authorities (copy) to confirm the occurrence of the event, which contain data on the date, time, circumstances and causes of the insured event.

11.5. General requirements for the documents submitted to the Insurer for consideration:

11.5.1. All the medical documents provided to the Insurer shall be written legibly or printed on letterheads and duly certified (with signatures of the officials and seals), and contain information on the name, address and contact phone number of the health care facility (or specialised entity) that has issued them. The invoices (sales invoices) and financial documents that confirm the payment (bills, receipts, orders, etc.) shall also be provided as original copies.

11.5.2. If the above-mentioned documents are not furnished to the Insurer in full, are furnished in an improper form or are executed in violation of the applicable regulations (absence of the number, date, stamp, seal; corrections of the text, etc.), the insurance indemnity shall not be paid until these defects are eliminated.

11.5.3. The Insurer may refuse to pay the insurance indemnity to the extent of the losses that are not confirmed with the corresponding documents.

12. INSURANCE PREMIUM AND PAYMENT PROCEDURE

12.1. The insurance premium is the insurance fee the Insured must pay to the Insurer's account before or on the date specified in the Package Insurance Agreement as the payment date.

12.2. The insurance premium shall be paid in a lump sum for the entire insurance period, in accordance with the terms and conditions stipulated in the Agreement.

12.3. The day of paying the insurance premium shall be the day when the funds are transferred to the Insurer's settlement account.

13. PROCEDURE FOR AMENDING AND TERMINATING THE INSURANCE AGREEMENT

13.1. This Insurance Agreement shall be terminated and invalidated upon mutual consent of the Parties, as well as in case of:

13.1.1. expiration of the Insurance Agreement;

13.1.2. fulfilment of the Insurer's obligations to the Insured in full;

13.1.3. winding up of the Insured being a legal entity;

13.1.4. winding up of the Insurer as prescribed by the legislation of Ukraine;

13.1.5. adoption of the court judgement on invalidation of the Insurance Agreement;

13.1.6. request of the Insured or the Insurer in accordance with the Rules and effective legislation of Ukraine;

13.1.7. in other cases stipulated by the legislation of Ukraine.

13.2. This Insurance Agreement shall be terminated and cease to be in force for the Insured Person:

13.2.1. in case of the Insured Person's death;

13.2.2. in case the Insurer fulfils its obligations to the Insured Person in full;

13.2.3. upon request of the Insurer or the Insured;

13.2.4. in other cases stipulated by the legislation of Ukraine.

13.3. This Insurance Agreement can be terminated early upon request of the Insured or the Insurer.

Either Party shall notify the other Party in writing of its intention to terminate the Insurance Agreement early at least 10 calendar days prior to the date of termination of the Insurance Agreement.

13.3.1. In case the Insurance Agreement is terminated early upon the request of the Insured, the Insurer shall refund the insurance premium for the period remaining until the expiration of the Insurance Agreement, less the standard costs for maintaining the file as determined upon calculation of the insurance rate of 40% and actual insurance indemnities paid by the Insurer hereunder. If the request of the Insured is connected with violation of the insurance terms and conditions under the Insurance Agreement by the Insurer, the latter shall fully refund the insurance premium to the Insured.

13.3.2. In case the Insurance Agreement is terminated early upon the Insurer's request, the Insurer shall fully refund the insurance premium to the Insured. In case the Insurer's request is based on the failure of the Insured to meet the insurance terms and conditions under the Insurance Agreement, the Insurer shall refund the insurance premium for the period remaining until the expiration of the Insurance Agreement to the Insured, less the standard costs for maintaining the file as determined upon calculation of the insurance rate of 40% and actual insurance indemnities paid by the Insurer hereunder.

14. RIGHTS AND OBLIGATIONS OF THE PARTIES, AND LIABILITY FOR NON-FULFILMENT OR IMPROPER FULFILMENT OF THE INSURANCE TERMS AND CONDITIONS

14.1. The Insurer shall:

14.1.1. Bring the Insurance Rules and Terms and Conditions to the notice of the Insured on the website <http://kniazha.ua>.

14.1.2. Within two (2) business days after it becomes aware of the occurrence of the insured event, take measures to prepare all necessary documents to timely pay the insurance benefit/insurance indemnity to the Insured (the Insured Person), the health care facility.

14.1.3. Upon occurrence of the insured event, pay the insurance indemnity within the time frames stipulated in the Insurance Terms and Conditions, or deny the insurance indemnity in accordance with the procedure and within the time frames stipulated in these Insurance Terms and Conditions.

14.1.4. When payment of the insurance indemnity is denied, inform the Insured (the Insured Person) thereof within five business days upon approval of the claim report.

14.1.5. Not disclose data on the Insured and his/her property status, except as otherwise prescribed by the law.

14.1.6. Keep secret data on the health condition of the Insured Person except as prescribed by the law.

14.2. The Insured shall:

14.2.1. Pay the insurance premium lump sum, in accordance with the terms and conditions of the Agreement.

14.2.2. When concluding the Insurance Agreement, furnish the Insurer with information on all the known circumstances of material significance for assessment of the insurance risk, which are requested by the Insurer's representative when the Insurance Agreement is concluded.

For the purposes of the Agreement, an elevated insurance risk shall mean changes in any information on the Insured Persons in comparison with the one specified in the Agreement or the Insurance Application, which requires higher insurance premiums than the ones paid under the Agreement.

14.2.3. Notify the Insurer of other valid insurance agreements related to the subject matter of this Insurance Agreement. If the Insured has failed to inform the Insurer that the subject matter of the Insurance Agreement has already been insured, the new Insurance Agreement shall be void.

14.2.4. Bring the insurance terms and conditions, insurance programmes and procedure for medical care to the notice of the Insured Persons.

14.2.5. When the extent of the insured risk changes, and the Insured knew or could know about such changes in advance, inform the Insurer three (3) business days before such changes. In other cases, inform the Insurer within three (3) business days upon occurrence of such changes.

14.2.6. Refund the insurance benefit to the Insurer if the circumstances that deprive the Insured (the Insured Person) of the right to receive the insurance benefit in accordance with the effective legislation or these Rules or terms and conditions of the Insurance Agreement are established during the period of limitation prescribed by the effective legislation of Ukraine.

14.2.7. By signing the Agreement, he/she allows the Insurer to submit inquiries to the health care facilities, Law Enforcement Authorities and other competent institutions that can furnish explanations on circumstances of the Insured Event, including information on the health condition of the Insured Person and the medical aid granted, as well as the consent to the Insurer obtaining diagnoses, case records of the Insured Person and other information that constitutes confidential patient information, and using such information as stipulated herein.

14.2.8. Help the Insurer to take actions necessary to determine the causes and circumstances of the insured and the amount of damages (losses).

14.3. The Insurer shall be entitled to:

14.3.1. Check the information furnished by the Insured (the Insured Person) on the subject matter of the Insurance Agreement and the insured event.

14.3.2. Deny payment of the insurance benefit in case the Insured (the Insured Person) fails to fulfil any of its obligations hereunder.

14.3.3. During the period of limitation prescribed by the effective legislation of Ukraine, demand refund of the insurance benefit if there are grounds prescribed by the effective legislation of Ukraine or the Insurance Agreement.

14.3.4. Terminate the Insurance Agreement early, including in respect of the Insured Person.

14.3.5. Submit inquiries to the health care facilities, Law Enforcement Authorities and other competent institutions that can explain circumstances of the occurrence of the insured event, including information on the health condition of the Insured Person and the medical care received.

14.3.6. The Insurer shall have the priority right to choose the health care facility.

14.3.7. Where necessary, designate the medical commission in order to examine the Insured Person, and also other expert examination of the insured event.

14.3.8. Demand from the Insured Person to furnish the information necessary to establish the fact, causes, circumstances of the occurrence of the insured event and (or) the amount of the insurance benefit, including the data that constitute insurance secret, and check the reliability of such information.

14.3.9. Find out causes and circumstances of the insured event on its own, and also submit inquiries for the data associated with the insured event to the law enforcement authorities, medical and other institutions, enterprises and organisations that possess such information.

14.3.10. Reasonably refuse to pay the insurance benefit either in part or in full, being guided by these Additional Terms and Conditions and terms and conditions of the Insurance Agreement.

14.3.11. Adjourn the decision on payment or denial thereof when the circumstances of the event (having the attributes of the insured one) are not fully established, for six (6) months from the date of the last document received.

14.4. The Insured shall be entitled to:

14.4.1. Conclude the Insurance Agreements with the Insurer for the benefit of other parties (the Insured Persons).

14.4.2. Read the terms and conditions of the Insurance Agreement and these Rules.

14.4.3. Terminate the Insurance Agreement early.

14.4.4. Have the Insurance Agreement produced in hard copy.

14.4.5. The Insured has the right to withdraw from the concluded Insurance Agreement within thirty (30) calendar days from the date of its conclusion (except as stipulated by the legislation, namely: if the validity period of the Insurance Agreement is less than 30 calendar days; if the occurrence of the event having the attributes of the insured event under the Insurance Agreement is notified), and to receive the paid insurance premium in full by submitting a corresponding application to the Insurer in written (electronic) form. If the Insured withdraws from the concluded Insurance Agreement, the Insurer shall fully refund the insurance premium to the Insured within ten (10) banking days from the date the Insured submits a withdrawal application. If the Insured withdraws from the concluded Insurance Agreement, the Agreement shall be deemed not concluded, and the Parties to the Insurance Agreement shall return to each other everything received under the Insurance Agreement and shall have no obligations stipulated by the Insurance Agreement.

14.5. The Insured Person(s) shall be entitled to:

14.5.1. Read the terms and conditions of the Insurance Agreement and these Rules.

14.5.2. Receive the medical services under the Insurance Programme.

14.5.3. Receive the insurance indemnity and/or insurance benefit after he/she has paid for the services on his/her own, subject to prior agreement with the Insurer.

14.5.4. Contest the Insurer's denial of the insurance benefit as prescribed by the law.

14.5.5. Be provided the services under the Insurance Agreement (depending on the Insurance Programme) (without approval by the Assisting Company or the Insurer), and pay for them on his/her own within UAH 500.

14.6. The Insured Person(s) shall:

14.6.1. Take measures to prevent and reduce losses incurred as a result of the insured event.

14.6.2. Inform the Insurer of the occurrence of the event having the attributes of the insured event in time, within the time frames established by the terms and conditions of the Insurance Agreement.

14.6.3. Perform the terms and conditions of the Insurance Agreement, including have all the actions associated with medical and other paid services under the Insurance Programme approved by the representative of the Insurer, follow recommendations and instructions of the Insurer. Be treated by the doctor, following instructions of the medical staff, adhere to the internal regulations of the health care facility where the Insured Person is provided emergency medical care, reliably inform the doctor and staff of the health care facility and the Insurer of his/her health condition and possible risks of deterioration thereof.

14.6.4. Upon request of the Insurer, the Insured Person shall take medical examinations to confirm the fact of the occurrence of the insured event.

14.6.5. Inform the Insurer of possibility of lodging the claim against the persons guilty of the property damages (losses).

14.6.6. Agree to be transferred to the health care facility at the place of permanent residence for subsequent treatment when the doctor decides that the health condition of the Insured Person based on his/her medical indicators allows him or her to continue treatment at the place of resident on his/her own or with accompaniment.

14.6.7. Within twenty-four (24) hours upon occurrence of the event, inform the Insurer by any 24/7 phone number or via Viber, WhatsApp, Messenger, by e-mail or phone specified in Section 8 hereof.

14.6.8. Have all the actions associated with treatment and provision of other services during the insured event approved by the Insurer.

14.6.9. Follow instructions and/or recommendations of the Insurer regarding actions in case of the insured event.

14.7. Liability of the Parties:

14.7.1. The Insurer shall be financially liable for late payment of the insurance indemnity by paying the Insured (the Insured Person) a penalty of 0.01% of the past-due insurance indemnity for each day of delay, but not more than the double discount rate of the National Bank of Ukraine in effect during the period for which the penalty is charged.

14.7.2. The Insured (the Insured Person) shall be liable for reliability for information on the health condition of the Insured Person or the accident in case of the insured event. In case the Insured (the Insured Person) provides unreliable information (false data), the Insurer shall be released from the obligation to pay the insurance indemnity.

14.7.3. The Parties shall, within ten (10) calendar days, inform each other in writing of changes in their location (registered address), bank and other details specified in the Agreement. The Insurer shall inform of changes in the address specified in the Agreement by posting respective information on the website (www.kniazha.ua).

14.7.4. In according to the Law of Ukraine "On Personal Data Protection", by signing this Agreement, the Insured gives his/her consent to the Insurer to processing (collection, registration, storage, adaptation, modification, recovery, use, spread, dissemination, implementation, transfer), depersonalisation and destruction of personal data for the purpose and in the scope established by the effective legislation of Ukraine and the Regulations on Personal Data Protection. The above-mentioned information can be transferred to third parties that are directly involved into processing of such data, as well as other cases expressly provided for by the legislation. By signing this Agreement, the Insured represents that he/she has received a notice of inclusion of his/her information into the personal database "CLIENTS" for the purpose and in the scope established by the effective legislation of Ukraine and the Regulations on Personal Data Protection, and confirms that he/she is aware of his/her rights under Article 8 of the Law of Ukraine "On Personal Data Protection", and Regulations on Personal Data Protection, and I have been informed of the location of the personal database. The Insured represents that he/she has obtained written consent from the Beneficiary/the Insured to processing of his/her personal data by the Insurer and has informed the latter of the scope and purpose for which his/her personal data will be processed, the parties to which his/her personal data are transferred, and the rights under Article 8 of the Law of Ukraine "On Personal Data Protection".

14.7.5. By signing this Insurance Agreement, the Insured represents that, before the Insurance Agreement was made, he/she had been additionally provided the information under Part 2 of Article 12 of the Law of Ukraine "On the Financial Services and State Regulation of Financial Service Markets".

14.7.6. In any case, the indemnity shall not cover the losses that result from damage, destruction, distortion, erasure, spoilage of electronic data by any case in any electronic/electric mechanical equipment/devices (IT system/computer, software, etc.), including without limitation as a result of the computer virus, as well as losses that directly or indirectly result from loss of opportunity to use the subject matter of the agreement or reduced functionality thereof due to the events listed in this Clause of the Agreement.

Electronic data are facts, concepts, information transformed into the format that can be used for communication, interpretation or processing by means of electronic/electric mechanical equipment for data processing, or electronically-operated equipment, and include programmes, software and other coded instructions for data processing and manipulation or equipment control and manipulation.

A computer virus means a set of distorting, malicious or otherwise unauthorised instructions or code, including a set of malicious unauthorised instructions or programme or other code, which spread themselves via the computer system or network of any type.

14.7.7. Despite any other terms and conditions of this Agreement, the Insurer shall not provide the insurance coverage and shall not make payments of any nature, shall not provide services or payments of any nature to any Insured/Beneficiary/Insured Person/third party hereunder to the extent to which such coverage, insurance benefit or insurance indemnity will result in any sanctions, bans or restrictions imposed upon the Insurer in accordance with the resolutions of the United Nations or trade and economic sanctions, laws or rules of the European Union, Ukraine or United States of America (provided that no regulations or specific laws of Ukraine applicable to the Insured are violated by that).

15. INVALIDITY OF THE AGREEMENT

The Insurance Agreement shall be deemed invalid in the following cases:

15.1. as prescribed by the Civil Code of Ukraine;

15.2. when it is concluded after the occurrence of the insured event;

15.3. the Insured fails to pay the insurance premium in full;

15.4. The Insurance Agreement shall be invalidated in court.

15.5. In case the Insurance Agreement is invalidated, each of the parties shall refund to the other party everything it has received hereunder unless other effects of invalidity of the Insurance Agreement are provided for by the legislation of Ukraine or court judgement.

16. PROCEDURE FOR CONCLUDING THE INSURANCE AGREEMENT

16.1. In order to conclude the Agreement, the potential Insured shall familiarise him/herself with this Offer posted on the Insurer's website at <https://kniazha.ua> and notify the Insurer/Attorney of the intention to conclude the Agreement on the terms and conditions specified in the Insurance Terms and Conditions to this Offer, additionally providing information about him/herself, the validity period of the Agreement, other information necessary for the conclusion of the Agreement.

16.2. Before the Insurance Agreement is made, the Client shall read the Offer, the Insurance Rules, the information on the financial service, and confirm his/her consent to personal data processing. When all these actions are taken, it confirms the Client's intention to conclude the Insurance Agreement. Based on the information furnished/selected by the Client, the Insurer shall form the individual part of the Package Insurance Agreement for Those Having a Rest at Bukovel TC "TRAVEL TO BUKOVEL" for the Client.

16.3. The Insurance Agreement shall be concluded by the Client accepting the offer to conclude the Insurance Agreement under the individual terms and conditions (offered by the Insurer based on the information furnished and/or selected by the Client) and under the terms and conditions of the Offer posted on the Insurer's official website at <https://kniazha.ua>.

16.4. Before the individual offer is accepted, the Client shall check his/her data, selected insurance terms and conditions, and confirm their accuracy.

16.5. An aggregate of the following actions shall be unconditional acceptance of the terms and conditions of the individual offer together with the annexes and terms and conditions set forth in the individual offer:

a) paying the insurance premium within the time frames and in the amount stipulated in the Agreement to the Insurer's current account. The date of payment of the insurance premium shall be the date when funds are credited to the Insurer's account;

b) signing the Agreement using the electronic signature with the one-use identifier, the OTP password (sent to the mobile phone number specified by the Client), which is made of four symbols entered into the designated column and used for acceptance.

16.6 After the individual offer is accepted, the Package Insurance Agreement for Those Having a Rest at Bukovel TC "TRAVEL TO BUKOVEL" is sent to the e-mail address specified by the Insured. The Insurance Agreement shall enter into force after the insurance premium is paid in full. After the Agreement enters into force, the Client acquires the status of the Insured.

16.7. The integral parts of the Insurance Agreement are the Package Insurance Agreement for Those Having a Rest at Bukovel TC "TRAVEL TO BUKOVEL" (individual part) and the Offer (public part of the Insurance Agreement), the full text of which is available on the Insurer's website at <https://kniazha.ua>.

16.8. By accepting the individual offer, the Insured confirms that it has received from the Insured Persons and forwards to the Insurer the consent to the Insurer submitting inquiries to the health care facilities, Law Enforcement Authorities and other competent institutions that can furnish explanations on circumstances of the Insured Event, including information on the health condition of the Insured Person and the medical aid granted, as well as the consent to the Insurer obtaining diagnoses, case records of the Insured Person and other information that constitutes confidential patient information, and using such information as stipulated herein.

16.9. By accepting the individual offer, the Insured gives the Insurer the permission to process his/her personal data and personal data of the Insured Persons for the purposes associated with the performance of this Insurance Agreement by the Parties, without limitation of the term of storage and processing, as well as for the purposes of communication with the Insured to furnish information on the performance of the Agreement, to organise newsletters, text and Viber messaging and e-mail messaging to the address of the Insured, to furnish the Insurer with information on the performance of the Agreement, to send information and advertising notices of the Insurer's services, as well as services of other business entities, and for any other purposes consistent with the legislation of Ukraine. The Insured confirms that he/she has been informed of his/her rights in connection with personal data storage and processing in accordance with the effective legislation, of the purposes of data processing and the entities to which his/her personal data are transferred.

16.10. The totality of information about the client (insured) and his/her financial condition, which became known to the Insurer or insurance intermediary in connection with the conclusion and/or performance of this Agreement and the disclosure of which may cause material or moral damage to such a client (insured), is an insurance secret. The Insurer, persons who are part of the management and supervisory bodies of the insurer, auditors, responsible actuaries, other persons who are employees of the insurer, insurance intermediaries and their employees, other persons whom the insurer has charged with the performance of a part of the insurance activity, shall provide for the storage and protection of information constituting an insurance secret in order to prevent its illegal disclosure. The Parties shall be liable for the disclosure of insurance secret in accordance with the effective legislation.

16.11. By accepting the individual offer, the Insured represents that, before the Insurance Agreement was made, he/she had been additionally provided the information under Part 2 of Article 12 of the Law of Ukraine "On the Financial Services and State Regulation of Financial Service Markets". The Insured represents that he/she has received answers to all the questions and exhaustive information on the services, in the understandable terms, has made sure that there are suitable cooperation terms and conditions, and has consciously and freely selected the service.

16.12. The date and time of the acceptance, dispatch of the offer and the Insurance Agreement, exchange of electronic messages between the Parties shall be kept in the Insurer's electronic base.

16.13. In any other cases that are not stipulated and regulated in this Offer, the Parties shall be governed by the terms and conditions of the Rules for Voluntary Insurance of Medical Expenses, the Rules for Voluntary Accident Insurance, which are available at <https://kniazha.ua>.

16.14. Any amendments to this Offer shall be made by publishing the restated Offer on the Website at <https://kniazha.ua>.

16.15. The Insurance Agreements concluded based on the Offer before the amendments entered into force remain in full force and are used under the terms and conditions in effect as of the date of the Insurance Agreement.

16.16. In case this Offer is terminated, the Insurer shall not be released from its obligations under the Insurance Agreements made on the basis of this Offer.

16.17. The customer verification, identification and due diligence have been performed in the electronic system based on the official data furnished by the Insured (his/her representative).

16.18. While concluding the insurance agreement, the Insurer used the facsimile reproduction of the signature of the person authorised to sign such agreements, as well as reproduction of the seal with the technical printing devices.

The Insured (the Insured Person) represents that he/she was shown the sample signature of the authorised person and seal of the Insurer before the conclusion of the Agreement, and gives his/her consent to use of the facsimile signature of the Insurer's authorised person and the Insurer's seal by printing them in the Insurance Agreement.

The Insurer

Chairman of the Board

Dmytro HRYTSUTA

Deputy Chairman of the Board

Ihor ZHYZHARA

The document was signed in the Vchasno service (beginning)

OFFER No. 085-2024 to Conclude the Electronic Package Insurance Agreement
for Those Having a Rest at Bukovel TC "TRAVEL TO BUKOVEL".pdf

Document owner

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