

## INSURANCE CONTRACT FOR PERSONS TRAVELING UKRAINE

### (Medical expenses insurance)

Kyiv

\_\_\_\_\_ 2020

This Offer is an official proposal of the Additional Liability Company "SPARE Insurance Company" (hereinafter referred to as the Insurer), addressed to legally competent individuals, to enter into a Voluntary Health Insurance Contract (continuous health insurance), (accession).

This Contract of voluntary medical expenses insurance, hereinafter — the Contract/Insurance Contract, is concluded on the basis of the Insurer's license to conduct business activities for the provision of financial services (except for professional activities in the securities market) in terms of conducting voluntary insurance of medical expenses, and the Rules of voluntary insurance of medical expenses approved by order of the National Commission for Financial Services 2116344 dated December 22, 2016 (hereinafter — the Rules).

This Insurance Contract consists of two parts of the Insurance Policy and the Offer (Annex №1).

<b>Insurance policy № _____ . 309 from _____</b>			
<b>1. Insurer</b>	Additional Liability Company "SPARE Insurance Company"		
<b>2. Policyholder</b>	Full name		Phone number
	Address		Date of birth
<b>3. Beneficiary</b>	Unaasined		
<b>4. Place of the Contract validity</b>	Ukraine		
<b>5. Validity</b>	from	[Insurance Contract Commencement Date]	to [Insurance Contract Commencement Date]
The Insurance Contract comes into force from the moment indicated as the Contract commencement date, but not earlier than 00 hours 00 minutes of the day following the day of receipt of the insurance premium in full to the account of the Insurer, or following the day of paying the insurance premium through other payment systems that are allowed by the legislation of Ukraine and which are introduced by the Insurer.			
<b>6. Sum insured</b>	EUR 30,000 EUR per insured person		
<b>7. Insurance rate</b>			
<b>8. Insurance premium</b>			
<b>9. Events insured:</b>			
Voluntary insurance of medical expenses	The insured event is the fact that the Policyholder (Insured Person) receives medical services, namely the provision of ambulance and/or urgent (emergency) inpatient medical care, provision of diagnostics and medication, the need for which arose as a result of an acute illness, including as a result of the coronavirus infection <b>COVID-2019</b> .		
<b>10. Persons insured:</b>			
<b>Full name</b>	<b>Date of birth</b>	<b>Address</b>	<b>Phone number</b>
<b>11. Total sum insured:</b>	[100 000* number of insured]		
<b>13. Total insurance premium</b>			
<b>14. Signature of the Insured</b>			

Upon the occurrence of an insured event, you must immediately contact the assisting company Savitar Group by calling tel. **+380 44 599 54 04** or by e-mail: **ukr@savitar-gr.com**

## **1. The subject of the contract**

- 1.1. The subject of the Contract is property interests that do not contradict the Law and are related to the life, health and ability to work of the Insured (Insured Persons).
- 1.2. Insured persons — individuals, citizens of foreign countries, up to and including the age of 70, in whose favor the contract has been concluded.
- 1.3. Under the Contract, the costs of medical and other services provided to the Policyholder (Insured Person) during the trip to Ukraine upon the occurrence of events provided for in this Contract shall be reimbursed.
- 1.4. The insured event is the actual provision of medical and other services to the Policyholder (Insured Person) on the territory of Ukraine, provided for in clause 2 of the Contract, as a result of a sudden illness or accident threatening the life and/or health of the Insured (Insured Person).

## **2. Insured events**

### 2.1. Services provided by the Insurance Program:

- 2.1.1. Urgent outpatient treatment at the pre-hospital stage and/or in an outpatient setting, in the day patient department of a medical institution (doctor's visit, examination and consultation, urgent diagnostic tests, outpatient surgery, therapeutic treatment, purchase of medication) urgent hospitalization — urgent research, therapeutic treatment in a hospital, medical personnel services;
- 2.1.2. Hotel services (cost of staying in a standard-type ward, intensive care ward, emergency treatment room, medical care prescribed by a doctor, purchase of medication), including covering the costs of isolation of the Insured and persons who were in close contact with the Insured;
- 2.1.3. Purchase of medicines prescribed by a doctor for emergency care;
- 2.1.4. Diagnosis for COVID-19 of persons who were in close contact with the Insured person in case of detection of COVID-19 infection of the Insured person.
- 2.1.5. Emergency dental care — dental services provided to the Policyholder (Insured person) for medical reasons within the established limits of liability: in case of acute toothache that requires the provision of emergency dental care — the equivalent of 150 Euro.
- 2.1.6. Emergency obstetric care provided to the Policyholder (Insured person) for medical reasons in case of a threat to the life and health of the Policyholder (Insured person), provided that the period of pregnancy of the Policyholder (Insured person) was up to 29 (twenty nine) weeks
- 2.1.7. Transportation of the Policyholder (Insured Person), in case of clinical need, for medical reasons, to a hospital or a doctor who is in the immediate vicinity, by an ambulance or other vehicle;
- 2.1.8. Hotel services (the cost of staying in a standard-type ward, an intensive care ward, an emergency treatment room), medical manipulations prescribed by the attending doctor, payment for medication), on the basis of infectious departments of state/departmental clinics or observation in case of an asymptomatic course of the disease (COVID-19);

2.1.9. Repatriation of the Policyholder (Insured Person) transportation, with the necessary medical escort (if such escort is prescribed by a doctor and agreed with the Assistance Company) from the location of this person to the place of his permanent residence;

2.1.10. The decision on the necessity and possibility of repatriation, as well as on the choice of the means of its implementation and the route, is made by the Insurer in agreement with the Assistance Company, the medical institution and the doctor of the Policyholder (Insured person);

2.1.11. Repatriation of the Policyholder's (Insured person's) body in the event of his/her death as a result of an accident or sudden illness, to his/her place of permanent residence, or burial (cremation) of the Policyholder's (Insured person's) body at a location outside the country (place) of permanent residence of the Policyholder (Insured Person). All activities for the provision of these services are organized exclusively by the Assistance Company, in agreement with the Insurer;

2.1.12. The final destination of the repatriation route is determined by agreement of the parties to the Contract. In particular, it can be an airport in the place of permanent residence where the coffin with the body of the deceased arrives, or a customs point in the place of permanent residence close to its border.

2.1.13. To organize repatriation, the relatives of the deceased must, as soon as possible, provide the Insurer with duly executed documents confirming their relationship with the Policyholder (Insured person), as well as a statement — confirmation of their readiness to claim the body of the deceased after transporting the coffin, where the Policyholder (insured person) permanently resided.

2.2. The Insurance Company recognizes incurred medical expenses as the insured event in case of injury to the Policyholder (Insured Person) which was the result of Active leisure — irregular exercise by the Policyholder (Insured Person) of any sport and physical activities, including:

- Cycling, riding ATV, buggy, electric scooters, gyroscooters, etc. at a speed of not more than 15 km per hour;
- Riding a horse, camel, elephant;
- Banjo, rope jumping;
- Hiking;
- Water park, safari;
- Beach soccer, volleyball;
- Swimming in the pool and open water;
- Fishing, hunting.

3. Acts of the Policyholder (Insured person) upon the occurrence of an insured event

3.1. Upon the occurrence of an event with the Insured person that can be recognized as an insured event, the Insured person immediately applies to the medical institutions of the Ministry of Health of Ukraine or the Insurance company (Savitar Assistance company tel. +380 44 599 54 04 or by e-mail: ukr @ savitar- gr.com) to diagnose the disease.

3.2. If the Insured Person is diagnosed with coronavirus infection COVID-2019 by the medical institutions of the Ministry of Health of Ukraine, the Insurance company must be urgently notified.

3.3. The insurer will arrange treatment for the Insured person.

3. 4. If the Insured Person made payment for medical services related to treatment, including COVID-19 be himself/herself, he/she may apply to the Insurer to reimburse the costs incurred. In this case, after the completion of the treatment, the Policyholder (Insured person), within 30 days, submits a package of documents

(an application for an insurance payment, a copy of an identity document of the payment recipient, an extract from the medical history, discharge epicrisis, which indicates the diagnosis, terms of treatment, list of medications, dosages and quantities, fiscal receipts or cash receipt vouchers, settlement receipts with the service description and its paid cost) to receive insurance compensation.

#### **4. Exclusion from Insured events**

4.1. The Insurer does not make insurance payments for the costs of the Policyholder (Insured person) related to the provision of such medical and other services:

4.1.1. Medical care in case of exacerbation of the disease, which was treated or required treatment in the previous 6 (six) months before the date of travel. The exception is cases when the exacerbation of this disease is associated with an acute mortal danger to the life of the Policyholder (Insured person) or may lead to permanent disability. At the same time, a prerequisite for reimbursement of medical expenses by the Insurer is confirmation by the Assistance Company of the critical condition of the Policyholder (Insured person);

4.1.2. Provision of dental care, except for anesthetic treatment and filling of only natural teeth in the cases specified in clause 2.1.5. or the Contract;

4.1.3. An abortion (except when it is necessary due to an accident or sudden illness), as well as the provision of medical services related to pregnancy, its complications and childbirth, starting from the 29th week of pregnancy;

4.1.4. Injuries while playing sports at a professional level — regular activities by the Policyholder (Insured person) in any kind of sports, and/or irregular physical exercises with extreme stress, including:

- Snowboarding and skiing;
- Rafting;
- Surfing;
- Jumping from a height;
- Mountaineering and rock climbing;
- Acrobatics;
- Jumping into the water;
- Diving;
- Riding a bicycle, ATV, buggy, electric scooter, hoverboard, etc. at a speed of more than 15 km per hour.

4.1.5. Scheduled consultations and examination during pregnancy, regardless of the gestational age;

4.1.6. Treatment of nervous and mental diseases and their exacerbation, treatment of congenital anomalies and mental disorders, as well as relaxation and conditions, in the presence of which there is a real risk of a rapid deterioration in health;

4.1.7. Treatment of sexually transmitted diseases and diseases, predominantly sexually transmitted (including AIDS and HIV infection);

4.1.8. Treatment and diagnosis of any oncological diseases;

4.1.9. Any prosthetics, including dental;

4.1.10. Medical examination and medical care that are not related to a sudden illness or accident, and the provision of services not provided for in clause 2 of the Contract;

4.1.11. Rehabilitation therapy or physiotherapy, vaccination;

- 4.1.12. Operations related to cosmetic surgery;
- 4.1.13. Operations related to plastic surgery;
- 4.1.14. Prosthetics and organ transplantation;
- 4.1.15. Provision of medical services that are not mandatory for diagnosis and treatment in the event of a sudden illness or accident;
- 4.1.16. Carrying out preventive vaccinations and disinfection, medical expertise;
- 4.1.17. Treatment of the Policyholder (Insured person) by his relatives;
- 4.1.18. Treatment of the Policyholder (Insured person) in a sanatorium and/or rest home;
- 4.1.19. Purchase and repair of aids (glasses, contact lenses, hearing aids, prostheses, crutches, walking sticks, etc.);
- 4.1.20. Treatment with non-traditional methods;
  - 4.1.21. Treatment of diseases of the blood and blood-forming organs;
  - 4.1.22. Treatment of fungal and dermatological diseases, allergic dermatitis caused by exposure to ultraviolet radiation, first and second degree sunburns;
  - 4.1.23. Treatment of an epidemic or pandemic disease (excluding COVID-19);
  - 4.1.24. Treatment of acute and chronic radiation sickness;
  - 4.1.25. Treatment of diseases or consequences (complications) of diseases with viral hepatitis, tuberculosis;
  - 4.1.26. Treatment of diseases and disorders of the hearing organs, except for acute diseases of the hearing organs;
  - 4.1.27. Expenses when the trip was made with the intention of receiving treatment;
  - 4.1.28. Artificial insemination, infertility treatment, measures to prevent pregnancy;
  - 4.1.29. Repatriation organized without the participation of the Assistance Company;
  - 4.1.30. Provision of additional comfort means and services, namely: a radio, an air conditioner, a TV set, as well as services of a hairdresser or beautician, and the like;
  - 4.1.31. The Insurer is not liable for compensation for moral damage caused to the Policyholder (Insured person) when he travels in Ukraine;
  - 4.1.32. The Contract does not apply to the territory of the place of Policyholder (Insured Person) permanent residence;
  - 4.1.33. The Insurer is released from the obligation to make insurance payments if the insured event occurred before Insurance Contract commencement date.
- 4.1.34. The Insurer does not reimburse medical expenses related to the treatment of COVID-2019 if the Insured person was not in the territory of the Insurance Contract: Ukraine.

## **5. Rights and obligations of the parties**

### **5.1. The insurer is obliged to:**

- 5.1.1. to acquaint the Policyholder (Insured Person) with the conditions and Rules of insurance;

5.1.2. upon the occurrence of an insured event, to make an insurance payment to the Policyholder (Insured Person) or a third party who actually paid for the services received by the (Policyholder) Insured Person within 15 (fifteen) working days after the decision on payment. The Insurer shall be liable for late payment of the insurance payment by paying a penalty to the Policyholder (Insured Person), the amount of which is equal to 0.1% of the amount owed for each day of delay;

5.1.3. not to disclose information about the Policyholder (Insured Person) and his/her property status, except in cases established by law.

5.2. The Policyholder is obliged to:

5.2.1. When concluding the Contract, provide the Insurer with all information regarding circumstances that have a significant impact on the degree of risk, such as: contacting a person infected with COVID-2019, diagnosis of COVID-2019, and further informing him about any change in the insured risk;

5.2.2. When concluding a Contract in favor of other persons (Insured persons) — to get their consent to conclude a Contract in their favor, as well as acquaint them with the conditions and Rules of insurance;

5.2.3. Pay the insurance premium in full in the manner prescribed by this Contract;

5.2.4. When concluding the Contract, inform the Insurer of other valid Contracts on this subject of the Contract;

5.2.5. Take measures to prevent and reduce losses caused as a result of an insured event occurrence;

5.2.6. In case of early termination of the Contract, return the original of the Contract (insurance policy) to the Insurer.

5.3. The insured person is obliged:

5.3.1. Inform the Insurer about the occurrence of an event that has signs of insured, in the manner and terms provided for in the Contract;

5.3.2. Follow all the recommendations of the Insurer;

5.3.3. Provide, at the request of the Insurer, any necessary information to establish the fact of an insured event occurrence or determine the amount of insurance payment;

5.3.4. With regards to the circumstances of the insured event, release third parties from the obligation to disclose medical and commercial secrets in relation to the Policyholder (Insured person), as well as, at the request of the Insurer, provide him with the necessary powers to receive from third parties (doctors, medical institutions, other organizations, who provided the Policyholder (Insured Person) with the services provided for by the terms of the Contract) any information related to the insured event.

5.4. The Insurer has the right:

5.4.1. Before concluding the Contract, demand from the Policyholder (Insured Person) all the necessary information to establish the degree of insurance risk;

5.4.2. Demand from the Policyholder (Insured Person) the information necessary to establish the circumstances of the insured event, including information constituting a commercial secret, and check the credibility of this information;

5.4.3. To independently find out the reasons and circumstances of the insured event, and, if necessary, send requests to the competent authorities (organizations) for the provision of relevant documents and information;

5.4.4. Refuse to make insurance payments if there are grounds for this provided for by this Contract and the legislation of Ukraine.

5.5. The Policyholder (Insured Person) has the right:

5.5.1. To receive detailed information from the Insurer about the company's services provided to the Policyholder (Insured persons);

5.5.2. To amend and early terminate the Contract on the terms determined by this Contract;

5.5.3. Receive the services provided for by the terms of this Contract, if necessary, within the insured amount and limits on reimbursement of such expenses specified in the Contract;

5.5.4. Receive from the Insurer the amount of insurance payment in accordance with the terms of the Contract;

5.5.5. To appeal against the decision of the Insurer to refuse to carry out the insurance payment in the manner prescribed by law.

## **6. Terms of the Contract termination**

6.1. The Contract is terminated and becomes invalid by agreement of the Parties, as well as in the following cases:

6.1.1. Expiration of the Contract.

6.1.2. The Insurer fulfills its obligations under the Contract in full.

6.1.3. Adoption of a court decision to declare the Contract invalid.

6.1.4. Liquidation of the Insurer in the manner prescribed by law.

6.1.5. Death of the Insured person. If the insurance contract was concluded for the insurance of several people at the same time, in the event of the death of one Insured person, the contract terminates only in respect of this person.

6.1.6. In other cases provided for by the legislation of Ukraine.

6.2. Any Party shall notify the other Party in writing of its intention to early terminate the Contract no later than thirty (30) calendar days prior to the expected date of the Contract termination.

6.3. In the event of early termination of the Contract at the request of the Insurer, the Policyholder will be refunded the insurance premiums paid in full.

6.4. In the event of early termination of the Contract at the request of the Policyholder, the Insurer returns insurance payments to him/her for the period remaining until the expiration of the Contract, minus the standard cost of conducting the case in the amount of 35%, as well as the actual insurance payments made under this Contract. If the claim of the Policyholder is due to the violation by the Insurer of the terms of the Contract, the latter shall return to the Policyholder the insurance premiums paid by him/her in full.

6.5. In the event of early termination of the Contract at the request of the Insurer, the Policyholder will be refunded the insurance premiums paid in full. If the Insurer's claim is due to improper performance of the Policyholder's obligations under the Contract, the Policyholder is refunded the insurance payment for the period remaining until the expiration of the Contract, minus the standard cost of conducting the case in the amount of 35%, as well as the actual insurance payments made under this Contract.

6.6. In the event of early termination of the Contract at the request of the Policyholder, due to the failure of the Insurer to fulfill his obligations under this Contract, the insurance premiums paid by him/her are fully returned to the Policyholder.

6.7. Any amendments and additions to this Contract can be made only with the mutual consent of the Parties, by drawing up an appropriate Supplementary Agreement to this Contract.

## **7. Force majeure circumstances**

7.1. The Parties are released from liability for partial or complete non-fulfillment of obligations under the Contract if they prove that non-fulfillment or improper fulfillment of their obligations is the result of force majeure circumstances, that is, extraordinary and inevitable events under these conditions, including: natural disasters, accidents, fires, civil disorders, epidemics, violations of public order, strikes, hostilities, unlawful actions of third parties, any prohibition or restriction of cash payments by the National Bank of Ukraine, the introduction of an embargo on import (export) or other circumstances, the adoption by state bodies of relevant acts that have arisen (entered into force) after the signing of the Contract and don't depend on the will of the Parties.

7.2. In the event of force majeure circumstances, the Party that has such circumstances must, within 5 (five) working days from the date of such circumstances occur, inform the other Party about them in writing and within 30 (thirty) working days submit to the other Party the documents issued by the Chamber of Industry and Commerce of Ukraine or other state body, confirming the fact of the occurrence of these circumstances.

7.3. Failure to notify the other Party, which is affected by force majeure circumstances, and / or failure to provide the other Party with documents issued by the Chamber of Commerce and Industry of Ukraine or other state body confirming the occurrence of force majeure circumstances, deprives the Party affected by force majeure circumstances from referring on them as a basis for non-fulfillment and / or improper fulfillment of his/her obligations under the Contract.

7.4. The terms and / or dates of performance of obligations under the Contract automatically continue / are postponed for the duration of the force majeure circumstances, provided that the Party that has the force majeure circumstances timely notified the other Party of their occurrence and provided him/her with the document(s) issued by the Chamber of Commerce and Industry of Ukraine or other state body, confirming the occurrence of force majeure circumstances.

7.5. In the event that the force majeure circumstances or their consequences last more than two months, or when such circumstances occur, it becomes obvious that they will be in effect for more than two months, the Parties shall negotiate in order to identify acceptable ways for them to implement the Contract or terminate it.

7.6. In the event that the Parties terminate the Contract due to force majeure circumstances, none of the Parties shall be liable for non-fulfillment or improper fulfillment of their obligations under such a contract.

## **8. Other terms of the contract**

8.1. On all issues not regulated by the Insurance Contract, the Parties are guided by the Insurance Law of Ukraine and the Insurance Rules.

8.2. The text of this Contract is signed by the Insurer and obnoxious with his seal. This text is an offer within the meaning of Part 1 of Article 634 of the Civil Code of Ukraine.

8.3. The Offer is drawn up in one copy, the original of which is kept by the Insurer, and the text of the Offer is posted for free access on the Internet at <http://spare.ua/>. The Offer comes into force on October 2, 2020 and is valid until the date of revocation of the offer by the Insurer.

8.4. Before concluding the Contract, the Policyholder independently views the terms of the Contract on the Insurer's page at <http://spare.ua/>

8.5. In accordance with Articles 207, 634, 638, 641, 642, 981, 982 of the Civil Code of Ukraine, this Contract is considered agreed and concluded by the Policyholder by performing actions that indicate his/her consent to comply with the terms of the Contract. The unconditional acceptance of the terms of this offer, the actions of the



Policyholder, which indicate a consent to comply with the terms of the Contract and consent to receive insurance services on the conditions established by the Insurer, is the payment of the insurance premium in full to the current account of the Insurer / through other payment systems permitted by the law of Ukraine and which are used by the Insurer. After the acceptance and entry into force of the Insurance Contract, the person acquires the status of the Policyholder.

8.6. The Contract shall be deemed signed by an authorized representative of the Insurer by attaching a signature and a seal on this Contract. The Insurance Contract is considered to be signed by the Policyholder by signing the policy.

## **9. Details of the Insurer**

ADDITIONAL LIABILITY COMPANY

“SPARE” INSURANCE COMPANY

Location: Ukraine, 03035, Kyiv city, Solomianska Square 2, office 404

USREOU 39213513

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the Director General

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