

**CLOSED JOINT-STOCK INSURANCE COMPANY  
EUROPEAN TRAVEL INSURANCE**

**APPROVED BY:**

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General director

European Travel Insurance CJSIC

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**POLICY TERMS AND CONDITIONS OF TRAVEL INSURANCE FOR INDIVIDUALS  
TRAVELING OUTSIDE  
THE PLACE OF THEIR PERMANENT RESIDENCE UNDER THE OPTIMA  
INSURANCE PLAN  
(OPTIMA, OPTIMA-ANNUAL, OPTIMA-MULTI) AND TRIP CANCELLATION,  
INTERRUPTION AND DELAY  
INSURANCE UNDER THE TRIP CANCELLATION PLUS INSURANCE PLAN  
(Prepared on the basis of the General Rules of Travel Insurance for Individuals  
Traveling outside the Place of Their Permanent Residence, dated May,30 2013)**

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### **Section I. GENERAL PROVISION**

#### **1. PARTIES TO AN INSURANCE CONTRACT**

1.1. These Policy Terms and Conditions are prepared on the basis of the General Rules of Travel Insurance for Individuals Traveling outside the Place of Their Permanent Residence, dated May, 30 2013, and the current laws of the Russian Federation.

1.1.1. In the event of any conflict between the General Rules of Travel Insurance for Individuals Traveling outside the Place of Their Permanent Residence and these Policy Terms and Conditions, these Policy Terms and Conditions will prevail.

1.2. Under these Policy Terms and Conditions and subject to the applicable laws of the Russian Federation, European Travel Insurance CJSIC (the “Insurer”) shall enter into travel insurance contracts for individuals traveling outside the place of their permanent residence (“Traveling Individuals”) with legal entities or legally capable individuals (“Policyholders”) (the Insurer and Policyholders being hereinafter together and individually referred to as the “Parties”). No individual traveling outside the place of his/her permanent residence and who, in accordance with a residence permit and/or dual citizenship, has the right to reside in the country of intended travel may be insured under these Policy Terms and Conditions.

1.3. A Policyholder may enter into insurance contracts for the benefit of third parties (“Insured Persons”). Where an individual Policyholder enters into an insurance contract for his/her own benefit, such Policyholder shall also be an Insured Person.

1.3.1. Corporate Policyholders shall enter into insurance contracts with the Insurer for the benefit of third parties being Insured Persons.

1.3.2. As a rule, a Beneficiary under an insurance contract entered into by a Policyholder for the benefit of Insured Persons shall be the Insured Persons named in the contract, unless any other person is designated as a Beneficiary;

1.3.2.1. Under an insurance contract entered into by a corporate Policyholder for the benefit of Insured Persons, the Policyholder may also be a Beneficiary, if an Insured Person’s Trip outside the Place of Permanent Residence is paid for by the Policyholder. The fact of payment for such Trip shall be evidenced by the Policyholder’s participation in expenses for accommodation, travel to and from the place of temporary stay, and transfer, as paid either directly to the relevant service providers (such as hotels, airline companies, etc.), or, under an agreement for the arrangement of

such Trip , to the relevant travel companies or hosts (such as employers or educational establishments).

1.4. Upon entering into an insurance contract on the terms and conditions set out in these Terms and Conditions, such terms and conditions shall become an integral part of the insurance contract and be binding on the Policyholder and the Insurer.

1.5. When entering into an insurance contract, the Policyholder and the Insurer may agree upon any riders, exclusions, or adjustments to the insurance contract, provided that these are not prohibited by the applicable laws of the Russian Federation, or exclude the application of certain provisions of these Terms and Conditions by stipulating such exclusions in the insurance contract and/or in a supplemental agreement thereto. In this case, the terms and conditions set out in the insurance contract (policy) shall take precedence over these Terms and Conditions.

1.6. An insurance contract shall be deemed to have been entered into on the terms and conditions set out in these Terms and Conditions, provided that the contract expressly stipulates that such terms and conditions apply and/or an excerpt from the Terms and Conditions regarding the risk covered are appended to the contract. The handover of the Terms and Conditions and/or excerpts therefrom regarding the risk covered to the Policyholder shall be documented by the relevant record made in the contract.

1.7. When entering into an insurance contract (policy), the Policyholder shall, in compliance with Federal Law No. 152-FZ “On Personal Data”, give the Policyholder’s consent to the processing, retention, and other use of personal data by the Insurer for the purposes of performance by the Insurer or its agents of obligations under the insurance policy.

## 2. KEY TERMS AND DEFINITIONS

2.1. The following key terms used in these Terms and Conditions shall have the following meanings:

**“Outpatient Medical Center”** shall mean a licensed medical facility that provides outpatient surgical treatment and care.

**“Outpatient Treatment”** shall mean any treatment at home or treatment during visits to a medical facility in connection with a sickness, poisoning, or bodily injury.

**“Baggage”** shall mean personal belongings that the Policyholder (Insured Person) takes with him/her during a Trip outside the place of his/her permanent residence (either checked or carry-on baggage) and that are registered by passport and customs control officers upon leaving the Russian Federation. Baggage shall also include the Insured Person’s personal belongings acquired by the Insured Person during the period of his/her stay outside the place of his/her permanent residence.

**“Close Relatives”** shall mean the father, mother, children (including adoptees or persons put under one’s care or guardianship), lawful spouse, full siblings, grandparents, and grandchildren.

**“Hospital”** shall mean a medical facility that:

- operates under the laws of the country of its registration and provides healthcare and treatment services for wounded and sick persons;
- has departments of diagnostics and surgery;
- provides around-the-clock patient care by registered nurses; and
- is supervised by a Physician(s).

Hospital shall not mean obstetric, convalescent, or geriatrics departments, where the patient is mostly confined to bed and needs care by nurses, as well as health resorts, rest homes, and retirement homes.

**“Certificate of Sickness”** shall mean a certificate issued to insured Russian nationals, foreigners residing in Russia on a permanent or temporary basis, or stateless individuals. This is an official

financial, legal, accounting, and statistical document evidencing an employee's incapacity to work during a particular period of time. Certificates of Sickness may only be issued by state-run outpatient hospitals or medical centers accredited by government.

In the event of a sickness (bodily injury or poisoning), a student of an institution of primary vocational education, secondary vocational education, higher vocational education, or post-graduate vocational education shall be issued an excerpt from his/her outpatient's (inpatient's) medical information card.

**"Physician"** shall mean a duly registered professional qualified to practice medicine (other than a relative of the Policyholder (Insured Person)), who, under the license held by him/her, provides treatment to those suffered in an Accident.

**"Disability Groups"** shall include:

a) Disability Group I:

A handicap caused by a health disorder, with persistent and significant body dysfunction, due to a disease, injury consequences, or defects, resulting in a condition that substantially restricts a person's ability to function;

b) Disability Group II:

A handicap caused by a health disorder, with persistent and explicit body dysfunction, due to a disease, injury consequences, or defects, resulting in a condition that explicitly restricts a person's ability to function;

b) Disability Group III:

A handicap caused by a health disorder, with persistent and, either insignificant or moderate, body dysfunction, due to a disease, injury consequences, or defects, resulting in a condition that insignificantly or moderately restricts a person's ability to function;

**"Covered Trip" or "Trip"** shall, for the purposes of these Terms and Conditions, mean a business, holiday, private, or any other trip arranged and made by an individual either individually or through a travel agent or tour operator, or a hosting party (such as the employer or an educational establishment), regardless of their form of ownership or incorporation;

**"Disability"** shall mean a handicap caused by a health disorder, with persistent body dysfunction, resulting in a condition that restricts a person's ability to function and in his/her need for social protection;

**"Disability Group"** shall be assigned in accordance with the requirements, and on the basis of an opinion, of the Medical and Social Assessment Board (MSAB), and shall reflect the degree of disability and determine the need for care, as well as medical indications and contraindications. The MSAB's requirements provide for three Disability groups;

**"Medical Expenses"** shall mean Expenses for treatment administered or prescribed by a qualified Physician;

**"Accident"** shall mean a one-time unexpected physical impact of various external factors (mechanical, thermal, chemical or others) upon the Insured Person's body occurring beyond the will of the Insured Person and resulting in his/her bodily injury, physiological dysfunction, or death; Accidents, in particular, shall include an attack by a malicious person or animal (including insects, reptiles, or other animals), anything falling on the Insured Person, a fall of the Insured Person him/herself, accidental suffocation, accidental poisoning with harmful products or substances, injuries sustained during movement of a vehicle or as a result of a traffic accident, or injuries sustained when using machinery, mechanisms, instruments of production, or any tools whatsoever, or other injuries. Accidents shall also include impact of external factors, such as an explosion, burn, frostbite, drowning, electric shock, lightning stroke, sunstroke, and other external factors. Accidents shall not include any form of acute, chronic, or genetic diseases;

**"Carrier"** shall mean any registered carrier engaged in carriage of passengers by road, water, or air, holding a license for the relevant type of carriage, and operating a particular route;

**"Period of Insurance"** shall mean the duration of a Trip (number of days) during which the insurance coverage (the Insurer's liability) applies. The insurance contract (policy) may provide for a limitation of the policy period within a specified time period (number of days), to be stated in the policy under a separate item, in which case the Insurer's liability shall be limited to such period (number of days);

**“Place of Permanent Residence”** shall mean a place within the administrative borders of a location where an individual resides permanently; **“Wrongful Behavior”** shall mean any wrongful actions or omissions by an individual, which are subject to administrative liability;

**“Expenses”** shall mean any costs paid by, or in favor of, an Insured Person, as evidenced by documents issued in accordance with the statutory requirements, which costs are related to services provided by third parties (such as medical facilities, travel agents or tour operators, or lawyers) upon the Insurance event of an event covered by these Terms and Conditions;

**“Insured Child (Children)”** shall mean an individual(s) fallen under the category of “children”. The category “children” (hereinafter “Children”) includes individuals of 0 to 18 years old (unless otherwise provided for by the insurance contract) insured under the insurance contract, and individuals up to 21 years old, provided that they are full -time students of an institution of higher education, regardless of whether the insurance contract was entered into before such individual reached the age of 18. Where an individual under the age of 18 works under an employment contract, he/she shall fall under the category “children”, provided that the insurance contract with respect to him/her was entered into before he/she was so employed. In any event, the age of an Insured Person fallen under the category “children” may not, as at the expiry of the insurance contract, exceed the age specified in the insurance contract, if such restriction is provided for thereby;

**“Scheduled Flight”** shall mean a domestic or international air carriage of passengers, baggage, or cargoes based on pre-determined schedules (principal or additional flights);

**“Prescription”** shall mean a Physician’s written instructions for taking medications;

**“Assistance Company”** shall mean a specialist company designated in the Insured Person’s insurance contract (policy) and responsible for the arrangement, on a round -the-clock basis and in accordance with Insurer’s instructions, of services under these Terms and Conditions;

**“Natural Disaster”** shall mean an extraordinary act of nature adversely affecting normal life of people or causing their death, or damage to, or destruction of, property, such as a forest or pit fire, landslide, avalanche, glacier collapse, volcano eruption, earthquake, mudslide, flood, tsunami, etc.

**“Urgent Notification”** shall mean the initial notification made by the Policyholder (Insured Person) to the Assistance Company by telephone, fax, or any other means of communication, including, by a text message (SMS);

**“Country of Permanent Residence”** shall mean a country or countries being either the primary or secondary Place of Permanent Residence of the Insured Person;

**“Covered Risk”** shall mean a probable and accidental event covered by insurance;

**“Insurance event”** shall mean a covered event that has occurred during the Period of Insurance as a result of the impact of factors provided for by the insurance contract, which results in the Insurer’s liability to pay an insurance benefit to the Policyholder, or the Insured Person, or a beneficiary, or a third party;

**“Coverage Territory”** shall mean the territory an Insurance event within which results in the Insurer’s liability to pay an insurance benefit;

**“Chronic Diseases”** shall mean diseases or bodily injuries that meet at least two of the following criteria:

- No known and recognized treatment available;
- Can persist for an indefinite period of time;
- Are or may be recurrent;
- Are of a continuous nature;
- Require palliative treatment;
- Require long-term observation, consulting, examinations, research, and medical tests; and
- The Insured Person needs to undergo rehabilitation or special training to cope with the disease.

**“Emergency Hospitalization”** shall mean emergency hospital admission either directly by the admitting office of an inpatient facility (i.e. without a referral letter) or on the basis of a referral letter issued by an emergency department.

### **3. INSURABLE INTERESTS**

3.1. Insurable interests covered by these Terms and Conditions shall include interests of a traveling Insured Person (other than an Insured Person traveling with the aim of changing his/her Place of Permanent Residence or extension of residence permit ), which interests are consistent with the laws of the Russian Federation and arose during the duration period of insurance policy, in connection with:

- a) Unforeseen expenses for emergency medical or other aid upon an Insurance event to the extent covered by the insurance contract (Insurance against Medical, Medical Transportation and Other Expenses); and/or
- b) Harm to the Insured Person's life and/or health as a result of an Accident (Accident Insurance); and/or
- c) Loss, destruction, theft, or disappearance of, or damage to, the Insured Person's Baggage (Baggage Insurance); and/or
- d) Insured Person's liability for harm caused to life/health and/or property of a third party (Third Party Liability Insurance); and/or
- e) Expenses incurred by the Insured Person as a result of the Trip cancellation, interruption, or delay caused by an Insurance event (Trip Cancellation, Interruption and Delay Insurance); and/or

3.2. An insurance contract may be entered into for coverage of all risks listed in a) to d) of clause 3.1 hereof, as well as additionally or separately for coverage of the risk referred to in e) of clause 3.1 hereof.

3.2.1. The Insurer may use marketing names for insurance plans prepared for certain groups of risks, as well as for certain groups of similar insurance contracts under these Terms and Conditions, to the extent this is not inconsistent with the current laws of the Russian Federation.

3.3. In all cases referred to in clause 3.1. hereof, insurance coverage shall include coverage of the Insured Person's expenses for telephone conversations with, or texts (SMS) sent to, the Assistance Company or Insurer, provided that the need for such telephone conversations or texts (SMS) is caused by an Insurance event.

### **4. COVERAGE TERRITORY**

4.1. The Insured Person may enjoy insurance coverage under the insurance contract during his/her Trip within the territory designated in the insurance contract, in particular:

*Territory I (T-I):* all countries of the world, excluding the countries of South and North America, Caribbean countries, Japan, Australia, New Zealand, Oceania, and the Country of Permanent Residence. For Russian Federation nationals ("Russian residents"), the exclusion shall be limited to the territory within the administrative borders of their Place of Permanent Residence;

*Territory II (T-II):* all countries of the world, excluding the Country of Permanent Residence in its entirety. For Russian Federation nationals ("Russian residents"), the exclusion shall be limited to the territory within the administrative borders of their Place of Permanent Residence;

*Territory III (T-III):* CIS counties, including Russia (provided that, for Russian residents, the exclusion shall apply to the territory within the administrative borders of their Place of Permanent Residence, and for Russian non -residents, the exclusion shall apply to their Country of Permanent Residence in its entirety).

### **5. TERM OF AN INSURANCE CONTRACT**

5.1. Generally, an insurance contract shall be entered into either for a term of one year, or for a period of the Insured Person's stay outside the Place of Permanent Residence, unless otherwise provided for by the insurance contract.

5.2. Where an insurance contract entered into for a term of one year provides for multiple Trips by the Insured Person outside the Place of Permanent Residence, within the territory T-II, insurance coverage shall apply to the first 91 days of each Trip, unless otherwise provided for by the insurance contract. However, it shall be required to specify the entire term of the insurance contract (policy) (i.e. 365 days) under the heading “number of days”.

5.2.1. Where an insurance contract entered into for a term of six months or one year provides for multiple Trips by the Insured Person outside the Place of Permanent Residence, within the territory T-I, insurance coverage shall apply to the first days of each Trip, the number of which shall be specified under the heading “number of days”, unless otherwise provided for by the insurance contract.

5.2.2. Where an insurance contract does not provide for multiple Trips and is entered into for a term, within which a limited number of days of the Period of Insurance is stipulated and specified under the heading “number of days”, the period of Insurer’s liability shall be deemed to commence as soon as the Insured Person crosses the border of the Country of Permanent Residence (or, in case of a Russian resident, the administrative border of the Place of Permanent Residence), and shall continue throughout the term of the insurance contract, but, in aggregate, for no more than the number of days specified in the insurance policy under the heading “number of days”.

5.3. An insurance contract shall only take effect upon the payment by the Policyholder of the applicable insurance premium.

5.4. Where, by the expiry date of the insurance contract, the Insured Person is not able to return from the place of temporary stay to which the insurance contract applies due to an Insurance event (illness, bodily injury, etc.) resulting in the Insured Person’s hospitalization, evacuation, or repatriation, which is evidenced by appropriate documents, the Insurer shall be liable to perform its obligations under the insurance contract in connection with the Insurance event until after the cessation of such circumstances.

5.5. Coverage provided for by an insurance contract (an insurance policy) shall apply to Insurance events that take place during the period of time stipulated by the insurance contract.

5.6. For covered risks referred to in clauses 16.2, 22.2, 25.2, 29.2, 33.2 f), and 33.2 g), the Period of Insurance shall commence:

5.7 In case of Trips abroad, on the date specified in the insurance contract as the Trip commencement date, but no earlier than the moment when the Insured Person crosses the border of the Country of Permanent Residence when leaving the territory thereof, which is evidenced by a stamp put by a border control officer in the Insured Person’s foreign passport (or, for a Russian resident, as soon as the Insured Persons crosses the administrative border of the Place of Permanent Residence when leaving the territory thereof);

5.7.1 In case of Trips within the Russian Federation (for Russian nationals), as soon as the Insured Person crosses the administrative border of the Place of Permanent Residence when leaving the territory thereof;

5.7.2 In case of Trips within the Russian Federation (for foreign nationals), on the date specified in the insurance contract as the Trip commencement date, but no earlier than the moment when the Insured Person crosses the border of the Russian Federation when arriving to the territory thereof, which is evidenced by a stamp put by a border control officer in the Insured Person’s foreign passport.

5.8. For covered risks referred to in clauses 16.2, 22.2, 25.2, 29.2, 33.2 f), and 33.2 g), the Period of Insurance shall expire:

5.8.1 In case of Trips abroad, as soon as the Insured Person crosses the border of the Country of Permanent Residence when returning to the territory thereof; For residents of the Russian Federation, as soon as the Insured Person crosses the administrative border of the Place of

Permanent Residence.

5.8.2 In case of Trips within the Russian Federation (for Russian nationals), as soon as the Insured Person crosses the administrative border of the Place of Permanent Residence when returning to the territory thereof, unless otherwise provided for by the insurance contract; and

5.8.3. In case of Trips within the Russian Federation (for foreign nationals), from the moment when the Insured Person crosses the border of the Russian Federation when leaving the territory thereof, which is evidenced by a stamp put by a border control officer in the Insured Person's passport, or on the date specified in the insurance contract as a Trip end date, if the foreign person continues to stay in the Russian Federation after the Trip end date.

5.9. For covered risks referred to in clauses 33.2 a) to 33.2 e), the Period of Insurance shall commence at 00.00 on the day next to the insurance premium payment date and expire as soon as the Trip commences.

5.10. For covered risks referred to in clause 33.2 h), 33.2 i), 33.2 j), the Period of Insurance shall commence at 00.00 on the day next to the insurance premium payment date and expire:

5.10.1 In case of Trips abroad, as soon as the Insured Person crosses the border of the Country of Permanent Residence when returning to the territory thereof;

5.10.2 In case of Trips within the Russian Federation (for Russian nationals), as soon as the Insured Person crosses the administrative border of the Place of Permanent Residence when returning to the territory thereof, unless otherwise provided for by the insurance contract; and

5.10.3. In case of Trips within the Russian Federation (for foreign nationals), from the moment when the Insured Person crosses the border of the Russian Federation when leaving the territory thereof, which is evidenced by a stamp put by a border control officer in the Insured Person's passport, or on the date specified in the insurance contract as a Trip end date, if the foreign person continues to stay in the Russian Federation after the Trip end date.

5.11. The commencement and expire dates of the term of an insurance contract for risks specifically stipulated in this clause shall be specified in the relevant insurance policy.

5.11.1. The Period of Insurance shall commence no earlier than 00.00 of the date specified in the insurance contract as the Period of Insurance commencement date (or 00.00 on the next day, for risks referred to in clauses 33.2 a) to 33.2 e)), but no earlier than the insurance premium payment date, and end no later than 24.00 on the date specified in the insurance contract as the Period of Insurance expire date.

5.12. For covered risks referred to in clause 17.2, the Period of Insurance shall commence at the time of expected departure specified in the Insured Person's air ticket, on the Trip commencement date or on the day of the Insured Person's return.

5.13. For covered risks referred to in clause 17.2, the Period of Insurance shall expire:

5.13.1 In case of Trips abroad, as soon as the Insured Person crosses the border of the Country of Permanent Residence when returning to the territory thereof; For residents of the Russian Federation, as soon as the Insured Person crosses the administrative border of the Place of Permanent Residence.

5.13.2 In case of Trips within the Russian Federation (for Russian nationals), as soon as the Insured Person crosses the administrative border of the Place of Permanent Residence when returning to the territory thereof, unless otherwise provided for by the insurance contract; and

5.13.3 In case of Trips within the Russian Federation (for foreign nationals), as soon as the Insured Person crosses the border of the Russian Federation when leaving the territory thereof, which is evidenced by a stamp put by a border control officer in the Insured Person's foreign passport.

## **6. INSURANCE CONTRACT: EXECUTION AND TERMINATION**

6.1. An insurance contract shall be entered into in writing either in the form of a single document,



or by way of delivery by the Insurer to the Policyholder (upon the latter's written or oral request) of an insurance policy signed by the Insurer or by an Insurer's authorized agent.

In accordance with article 160 of the Russian Civil Code, an insurance policy may bear a facsimile signature of the Insurer.

By signing the insurance policy and/or paying the applicable insurance premium, the Policyholder shall be deemed to have accepted the terms and conditions of the insurance contract and the Insurer's facsimile signature.

6.2. To enter into an insurance contract, the Policyholder shall apply to the Insurer either orally, or in writing. Where the Policyholder chooses to apply to the Insurer in writing, the Policyholder shall use the application form to be determined by the Insurer on a case-by-case basis.

6.3. To certify that the insurance contract has been entered into, the Insurer shall issue an insurance policy to the Policyholder on the date when the applicable insurance premium is received by the Insurer.

6.4. When entering into an insurance contract, the Insured Person shall acknowledge that Physicians will not be bound by the duty of confidentiality and will be obliged to disclose information to the Insurer, to the extent related to an Insurance event.

6.5. The insurance contract shall terminate before its expiry date in the following cases:

6.5.1. Upon the fulfillment by the Insurer of its obligations to the Insured Person under the contract in full (discharge of obligations by performance);

6.5.2. If, after the effective date of the insurance contract, the relevant Insurance event has become unlikely, and the covered risk has ceased to exist due to any circumstances, other than an Insurance event (article 958 of the Russian Civil Code);

6.5.3. If the Policyholder has failed to pay the applicable insurance premium within the time limits set forth by the insurance contract, unless otherwise provided for thereby;

6.5.4. Upon liquidation of (or other discontinuation of business by) the Insurer;

6.5.5. Upon liquidation of (or other discontinuation of business by) the corporate Policyholder, or upon death of the individual Policyholder; or

6.5.6. Due to any other reason provided for by the applicable laws of the Russian Federation or by the insurance contract.

6.6. Upon early termination of the insurance contract by mutual agreement between the Parties, due to any circumstances other than an Insurance event, the Insurer shall be entitled to a portion of the insurance premium proportional to the period of time during which the insurance contract was effective, less administrative expenses calculated in accordance with the insurance rate structure. The refundable premium shall be refunded to the Policyholder within the time limits set forth by the insurance contract, but in any event within ten (10) business days of the signing of the written agreement for early termination of the insurance contract (policy).

6.7. The Policyholder may repudiate the insurance contract at any time, if, by the repudiation date, the relevant Insurance event has not become unlikely due to any circumstances, other than an Insurance event.

Early and unilateral termination of the insurance contract by the Policyholder shall be treated as early repudiation of the insurance contract by the Policyholder.

In the event of early repudiation of the insurance contract by the Policyholder, the insurance premium paid to the Insurer shall not be refundable, unless such repudiation is caused by the Insurer's misconduct.

6.8. The insurance premium shall be nonrefundable where the Insured Person cancels his/her Trip to the country specified in the insurance contract, provided that the Insured Person has a valid visa required to travel to such country, or where the Insured Person cancels his/her Trip after the expiry

of the Period of Insurance set out in the insurance contract (policy).

6.9. Under these Terms and Conditions, a group insurance contract may be entered into, in which case the insurance application shall be accompanied by a list of Insured Persons.

6.10. An insurance contract covering the risk referred to in clause 3.2 hereof shall be entered into at any time after the moment (date) of the tour confirmation, purchase of ground services, tickets, etc., but before the Policyholder and/or Insured Person files documents for entry visa.

6.11. An insurance contract with respect to the risks referred to in clauses 16.2, 22.1, 25.2, 29.2, or 37.2 hereof shall be entered into strictly before the Trip commencement.

6.12. In the event of a breach of the provisions of clause 6.10 or 6.11 above, the insurance contract shall be deemed invalid, and Insurer's liability shall not arise.

## **7. COVERAGE AMOUNT**

7.1. The coverage amount shall mean the amount set out in the insurance contract, within which the Insurer shall be liable under the insurance contract, and based on which the insurance premium and an insurance benefit are to be calculated.

7.2. When entering into an insurance contract, the parties may agree upon the maximum insurance benefit per Insurance event, per covered risk, or per insurable interest, etc. (limits of indemnity) under these Terms and Conditions. In no circumstances an insurance benefit may exceed the limits of indemnity set out in the insurance contract.

7.3. Where expenses, in aggregate, exceed the coverage amount (a limit of indemnity) set out in the insurance contract, the excess amount shall constitute the self-insured retention.

7.4. A limit of indemnity shall either be set out in the Special Terms and Conditions section of the insurance contract, or set out separately in these Terms and Conditions.

7.5. The coverage amount shall be set out in the insurance contract.

7.6. In the insurance contract, the parties may stipulate a portion of Expenses for which the Insurer is not liable.

Such stipulation may be in the form of either a franchise or a deductible, and either a percentage or a flat amount:

- Where a franchise is stipulated, the Insurer will not be liable for the Expenses, if they do not exceed the franchise, but will be liable for the Expenses in full, if they exceed the franchise;
- Where a deductible is stipulated, the Insurer will, in any event, be liable for the Expenses, less the deductible.

7.7. A franchise/deductible may be stipulated either for a group of risks, or for a particular risk, other than with respect to the insurable interest referred to in clause 3.1 b).

7.8. The coverage amount shall be set out in Russian rubles. If so agreed by the parties in the insurance contract, the coverage amount may be set out as a foreign currency amount equivalent to the relevant amount in Russian rubles (insurance with a foreign currency equivalent).

An insurance benefit shall be payable in Russian rubles.

Where an insurance benefit is payable in Russian rubles in the amount equivalent to a foreign currency amount, the insurance benefit amount shall be calculated at the rate set by the Central Bank of the Russian Federation:

- a) For a risk under Section II of these Terms and Conditions, as at the date when the Insurance event occurred;
- b) For a risk under Section VI of these Terms and Conditions, as at the date of the insurance contract;
- c) For a risk under Section III, IV, or V of these Rules, as at the Insurance event date.

Where a coverage amount is set out as a foreign currency equivalent, and provided that the exchange rate, during the term of the insurance contract (policy), increases by 10% against the exchange rate that was in effect as at the date of the insurance contract, the Policyholder shall be obliged to pay an extra premium proportional to the exchange rate increase.

In this case, upon an Insurance event, the insurance benefit shall be paid to the Policyholder at the exchange rate set by the Bank of Russia as at the insurance benefit payment date. Where the Policyholder failed pay the required extra premium, the insurance benefit shall be paid at the exchange rate that had been in effect as at the date of the insurance contract (policy).

7.9. For Baggage insurance, the coverage amount shall not exceed the actual value of the personal effects insured, i.e. the actual value of such personal effects at their location on the date of the insurance contract. The actual value shall be determined based on the amount of money needed to purchase an item that is fully equivalent to the item lost, excluding wear and tear.

7.10. For insurance against Expenses related to Insurance events referred to in clause 16.2 hereof, the coverage amount shall be agreed upon between the parties, based on the prices of medical services (including dentist services), medical transportation services, repatriation services, etc. at the location to which the Insured Person will be traveling.

7.11. For insurance covering expenses for sending Urgent Notifications, the coverage amount shall be agreed upon between the parties, based on the prices charged for sending such Urgent Notifications at the location to which the Insured Person will be traveling.

7.12. For legal Expenses insurance, the coverage amount shall be agreed upon between the parties, based on the prices of legal services at the location to which the Insured Person will be traveling.

7.13. For insurance covering Expenses connected with the loss of, or damage to, a personal motor vehicle as a result of an Accident or motor vehicle breakdown, the coverage amount shall be agreed upon between the parties, based on the cost of transportation of the passengers (including the driver) to their place of residence within the country of stay, as well as based on the cost of the motor vehicle transportation to a repair facility, the cost of the motor vehicle repair, and the cost of tickets to be purchased by the Insured Person to return to the Place of Permanent Residence.

7.14 For a Trip cancellation insurance, the coverage amount shall be agreed upon between the Parties, based on the costs paid by the Insured Person to arrange the Trip (including the price of the tour, consulate fees, hotel or apartment booking, etc.), as well as the price of tickets (airline, railway, or other tickets).

7.15 For third party liability insurance, the coverage amount shall be agreed upon between the parties.

## **8. INSURANCE PREMIUM**

8.1. An insurance premium shall mean a payment for insurance payable by the Policyholder (Beneficiary) in the manner and within the time limits set forth by these Terms and Conditions.

8.2. An insurance premium shall be calculated based on the coverage amount, as well as premium rates and adjustment factors, subject to the particular terms and conditions of insurance, degrees of risk, and risk factors.

The Insurer may apply either upward or downward adjustment factors to base premium rates, subject to the circumstances material to the assessment of the degree of a covered risk. The Insurer shall decide whether to apply upward or downward adjustment factors to base premium rates on the Insurer's own discretion and on a case-by-case basis.

8.3. The insurance premium shall be payable in a lump sum upon entering into the insurance contract, unless a different payment method or timeframe is provided for thereby. The insurance premium may be paid either in cash or by wire transfer.

8.4. Where the insurance premium is paid by wire transfer, it shall be deemed to have been paid on the date when the relevant amount is credited to the Insurer's current account. Where the insurance premium is paid in cash, it shall be deemed to have been paid on the date it is paid to the Insurer or an Insurer's agent directly.

8.5. Where the insurance premium is not paid when due and/or not paid in full, the following consequences will apply:

- If the insurance premium is not paid or paid not in full by the commencement date of the term of the insurance contract (policy) set out therein, the insurance contract shall be deemed to have no effect, and no liability will arise for the Insurer thereunder, unless otherwise provided for by the insurance contract;

8.6. An insurance premium shall be in Russian rubles. If so agreed by the parties in the insurance contract, the insurance premium may be in a foreign currency amount equivalent to the amount in Russian rubles.

Where the insurance premium is in a foreign currency, it shall be paid in Russian rubles at the Bank of Russia's exchange rate in effect on the payment (remittance) date.

## **9. COVERED RISKS. INSURANCE EVENTS. COVERAGE**

9.1. A Covered Risk shall mean a probable and accidental event covered by insurance.

An Insurance event shall mean an event included in the coverage that has occurred during the Period of Insurance due to any factors provided for by the insurance contract, as a result of which the Insurer becomes liable to pay an insurance benefit to the Policyholder, an Insured Person, a Beneficiary, or any third party

9.2. An insurance benefit shall be payable by the Insurer upon an Insurance event covered by the insurance contract, within the coverage amount provided for thereby, and, if so provided for by the insurance contract, within the limits of indemnity applicable to certain risks stipulated in the insurance contract (policy).

9.3. An insurance benefit may be paid by the Insurer either:

- a) Directly to the Insured Person before or upon his/her return to the Country of Permanent Residence, as a compensation of the Insured Person's Expenses for the services provided to him/her in connection with the Insurance event and paid for by the Insured Person himself/herself, provided that all of the terms and conditions set out in these Terms and Conditions have been complied with; or
- b) To the organization (the "Assistance Company") designated in the insurance contract (policy), in accordance with the agreement between the Insurer and the Assistance Company, under which the latter, acting on behalf of the Insurer, undertakes to arrange, on a round-the-clock basis, the provision of services stipulated by these Terms and Conditions to the Insured Person, and initially pay for services provided by third parties (such as medical facilities, etc.) and agreed upon by the Insurer.

9.4. An insurance benefit may also be paid directly to a medical facility with which the Insurer has entered into an agreement for the provision of medical aid to the Insured Person, as part of the provision of insurance services under these Terms and Conditions and the terms and conditions of the insurance contract (policy), provided that such payment is agreed upon between the Insurer and the medical facility in each particular case.

## **10. EXPENSES NOT COVERED BY THE INSURER**

10.1. In no circumstances shall the Insurer cover the following:

10.1.1 Compensation of:

10.1.1.1 Non-pecuniary damages under an insurance contract (policy) entered into under these Terms and Conditions, including non-pecuniary damages connected with the quality of services provided by third parties (such as medical facilities, etc.);

10.1.1.2 Loss of profit;

10.1.1.3. Loss of social security benefits;

10.1.1.4 Loss of guarantee payments for compensation of costs related to the performance by the tourist of his/her employment and/or professional duties (employment-related compensations);

10.1.1.5 Loss of earnings during the period of absence from work due to an illness; and

10.1.1.6 Loss of any other compensations and/or guarantee payments and/or benefits and/or reimbursements; and/or penalties and/or interest paid.

10.1.2 Expenses incurred by the Insured Person as a result of an Insurance event that occurred during the term of the insurance contract, but the cause of which had arisen before the effective date of the insurance contract;

10.1.3 Expenses not agreed upon and not stipulated by the insurance contract (policy);

10.1.4 Expenses incurred by the Insured Person upon return from the Trip to the Country of Permanent Residence;

10.1.5 Expenses exceeding the applicable coverage amounts and internal limits of indemnity set out in the “special terms and conditions” of the insurance contract (policy).

10.2. In no circumstances shall the Insurer cover any Expenses incurred in connection with Insurance events caused by the following factors:

10.2.1 The Insured Person being under the influence of alcohol, drugs and/or other intoxicating or psychotropic substances (save for poisoning with lawfully purchased poor-quality alcohol);

10.2.2 A crime or other wrongdoing by the Insured Person, or the Insured Person's participation in political demonstrations, strikes, or military operations;

10.2.3 Willful misconduct or gross negligence, including, but not limited to, violation of the rules of conduct, security rules, or other rules applicable in the territory/place of temporary stay (country, hotel, et c.). This provision does not apply to the risk referred to in clause 29.2 hereof, to the extent related to third party liability for causing harm to life or health, where such harm is caused through the fault of a person liable for causing such harm.

10.2.4 The Insured Person's suicide or attempted suicide or self-mutilation;

10.2.5 Impact of a nuclear explosion, radiation, radioactive or other contamination;

10.2.6 Military operations, as well as military maneuvers or other exercises, a civil war, strikes, insurrections, riots, mass disorders, civil commotions, or acts of terrorism;

10.2.7 The Insured Person being in any military service;

10.2.8 The Insured Person taking a flight on an aircraft operated by the Insured Person;

10.2.9 The Insured Person taking a flight on an unpowered aircraft, powered glider, or microlight aircraft, or engaging in parachuting;

10.2.10 The Insured Person engaging in any sport (either as an amateur, or as a professional), or in any sport involving training and participation in sports competitions;

10.2.11 The Insured Person engaging in extreme sports, including, but not limited to, motorcycle or auto racing, diving, skiing, snowboarding, rafting, any sports involving animals, or other extreme sports;

10.2.12 The Insured Person engaging in hazardous activities (including as a miner, builder,

wireman, and the like);

10.2.13 The Insured Person making a Trip with a view of receiving treatment.

10.3. If additionally agreed by the Parties in the insurance contract (policy), the events referred to in clauses 10.2.8 to 10.2.12 above may be treated as an Insurance event, in which case the Insurer's upward adjustment factors shall apply.

10.4. In no circumstances shall the Insurer cover Expenses set out in the insurance contract, if such Expenses result from:

10.4.1 An Accident that has caused a bodily injury, sickness, or death of the Insured Person as a result of a road accident, including one involving the use of a motor vehicle, bicycle, motorcycle, moped, jet ski, quad bike, all -terrain vehicle, snowmobile, motorboat, and the like, if:

a) The Insured Person has been operating the vehicle (other than a public service vehicle) without a required driver's license or under the influence of alcohol, drugs or other psychotropic or intoxicating substances; or

b) The Insured Person has allowed to operate the vehicle to an individual who did not have a required driver's license; or

c) The Insured Person has been traveling, as a passenger, in a vehicle (other than a public service vehicle) operated by an individual under the influence of alcohol, drugs or other psychotropic or intoxicating substances; or

d) The Insured Person has failed to use any or all protective equipment items, such as a seat belt, helmet, life jacket, or any other protective equipment provided for by the applicable vehicle operating rules.

10.5. The Insurer may treat any event as a non-Insurance event:

10.5.1 If the Insured Person has failed to comply with any obligations set forth hereby; or

10.5.2 If any information or documents submitted by the Insured Person to the Insurer for the purpose of receiving an insurance benefit or upon execution of the insurance contract are either insufficient or contain incomplete, inaccurate, inconsistent, or knowingly false information on the cause or circumstances of the Insurance event, as well as on types or costs of any services provided to the Insured Person in connection with the Insurance event; or

10.5.3 In any other cases provided for by the laws of the Russian Federation; or

10.5.4. If the costs of any Medical Expenses or Expenses for any other services can be paid under another insurance policy held by the Insured Person, or such Expenses are covered under any government-run or private scheme implemented in the country where the Insurance event has taken place, or any medical services are provided under the mandatory health insurance scheme in the Russian Federation.

10.6. The decision to treat an event as a non-Insurance event shall be communicated by the Insurer to the Insured Person in writing, with the reason behind such decision to be specified.

## **11. INSURANCE BENEFIT**

11.1. Upon an Insurance event, the Insurer shall pay the applicable insurance benefit under the insurance contract (policy).

11.2. Where the Insured Person could not contact the Assistance Company or the Insurer before receiving any necessary aid for any excusable reason (such as force majeure events, critical physical condition, hard-to-reach location, telephone failure, and the like, in each case to be evidenced by appropriate documents), the Insured Person shall be required, wherever possible, to report the Insurance event to the Assistance Company or the Insurer before leaving the country of temporary stay and give notice of the Expenses incurred.

11.2.1. In this case, if the Expenses (or part thereof) in connection with the Insurance event have been paid by the Insured Person, the Insured Person shall, upon arrival to the place of residence,

apply to the Insurer for compensation of such Expenses within the period of limitation applicable under the laws of the Russian Federation (i.e. within 2 years).

11.3. The amount of Expenses incurred by the Policyholder/Insured Person and the amount of an insurance benefit payable shall be determined by the Insurer based on any documents received from supervision and oversight authorities (fire departments, emergency or other services), economic or bookkeeping records and calculations, accounting records, invoices and receipts, opinions or calculations prepared by legal, advisory, or other specialist organizations, as well as (with respect to civil liability insurance) based on a final court ruling (accompanied by notarized translation of original documents in a language other than English or German), or a reasonable claim for damages accepted by the Insured Person with the Insurer's written consent.

11.4. The Insurer may request information related to an Insurance event from law enforcement authorities, medical facilities, other companies, institutions, or organizations that possess information on the circumstances of the Insurance event, and conduct an independent investigation into the cause and circumstances of the Insurance event.

11.5. In the event of a dispute between the parties as to the cause or amount of damages, either party may make a request for an expert assessment. An expert assessment shall be conducted at the expense of the party requesting the expert review. Where the experts find that the Insurer's decision to treat the relevant event as a non-Insurance event was unreasonable, the Insurer shall bear the portion of the expert assessment costs in proportion to the ratio between the initial amount determined by the Insurer as not to be covered and the insurance benefit amount paid following the expert assessment. Expert assessment costs related to an event found by the experts to constitute a non-Insurance event shall be borne by the Insured Person.

11.6. The Insurer may postpone the payment of an insurance benefit in the following cases:

- a) In the event of a dispute as to the Insured Person's entitlement to the insurance benefit – until the submission of the relevant evidence; or
- b) If criminal, legal, or administrative proceedings are commenced against the Insured Person or his/her authorized representatives in connection with the circumstances of the Insurance event, or an investigation into the circumstances resulting in the incurrence of damages is ongoing – until the date when the proceedings or investigation are (is) completed and the Insured Person is found not guilty; or
- c) If the Insurer has requested any data (information, documents, etc.) from third parties (including competent authorities) possessing information on the circumstances of the event happened to the Insured Person, for the purposes of identifying/investigating the cause of such event and assessing the amount of Expenses incurred, or if the Insured has requested clarifications from a third party – until the receipt of responses to the Insurer's requests.

11.7. An insurance benefit shall be payable in Russian rubles.

11.7.1. In the event of an Insurance event connected with any risk referred to in clause 16.2, 22.2, 25.2, or 29.2, an insurance benefit shall be payable in Russian rubles at the exchange rate set by the Central Bank of the Russian Federation as at the Insurance event date.

11.7.2. In the event of an Insurance event connected with any risk referred to in clause 33.2, an insurance benefit shall be payable in Russian rubles at the exchange rate set by the Central Bank of the Russian Federation as at the date of the insurance contract.

11.7.2.1. In the event of an Insurance event that takes place in connection with any risk referred to in clause 33.2, an insurance benefit shall be payable in Russian rubles at the exchange rate set by the Central Bank of the Russian Federation as at the Insurance event date.

## **12. RIGHTS AND OBLIGATIONS OF THE PARTIES**

12.1. *The Insurer shall:*

12.1.1. Allow the Policyholder to study these Policy Terms and Conditions or an excerpt therefrom, and provide the Policyholder with a copy of the same;

In addition, the Policyholder may review the text of these Terms and Conditions on the Insurer's web site at: [www.erv.ru](http://www.erv.ru).

12.1.2. Provide the Policyholder with the Insurer's contact telephone number or the contact telephone number of an Insurer's agent, and with the contact telephone number of the Assistance Company;

12.1.3. Upon the happening of an event recognized by the Insurer as an Insurance event, pay the applicable insurance benefit within the time limits set forth by these Terms and Conditions;

12.1.4. Upon making a decision to treat any event as a non -Insurance event, communicate the decision in writing (along with the reasons behind such decision) to the Insured Person within the same time limits as applicable to the payment of an insurance benefit;

12.15. When drafting an insurance contract, use clear and unequivocal language; and 12.16. Not disclose any information on the Policyholder or Policyholder's health or financial situation, unless required by the applicable laws of the Russian Federation.

#### *12.2. The Policyholder shall:*

12.2.1. When entering into an insurance contract, notify the Insurer of any and all circumstances known to the Policyholder that are relevant to the assessment of the probability of an Insurance event and the amount of potential Expenses that may be caused thereby, if the Insurer is not (and is not required to be) aware of such circumstances; and also notify the Insurer of any and all effective insurance contracts (and insurance contracts being in the process of negotiation) with respect to the property to be accepted by the Insurer for insurance. Material circumstances shall include at least the circumstances set out in the insurance application. Material information and circumstances may also include information and circumstances relevant to the assessment of the risk level, provided that the Insurer would prove that the Insurer would have never accepted such risk for insurance, or would have accepted it on different terms and conditions, should the Insurer have been aware of such information and/or circumstances;

12.2.2 Provide the Insurer with any information or documents requested by the Insurer;

12.2.3 During the term of the insurance contract, immediately notify the Insurer of any and all material changes in the risk accepted by the Insurer for insurance;

12.2.4 Pay the applicable insurance premium in the amount and within the time limits set forth by the insurance contract (policy);

12.2.5 Comply with the fire safety rules, rules for ensuring security of premises and protection of valuables, work safety rules, and other similar rules provided for by the applicable laws or other regulations; and

12.2.6. Within one month of the receipt of an Insurer's written claim, reimburse for the Insurer's expenses for which, in accordance with the insurance contract, the Insurer should have been liable under the insurance contract.

#### *12.3. The Insurer shall have the right to:*

12.3.1 Verify any information provided by the Policyholder (Insured Person) and monitor compliance with the provisions of the insurance contract;

12.3.2 Immediately and unilaterally terminate the insurance contract or demand to pay an additional insurance premium in the event of changes in initial characteristics of the insured interest, as described in the insurance application;

12.3.3 Request from the Insured Person to provide documents evidencing the Insurance event and supporting the amount of the insurance benefit payable, in particular, if necessary, request from the Insured Person to provide original documents evidencing the Insurance event if such have been initially submitted in copies;

12.3.4 Request information from third parties (including law enforcement authorities) for the purposes of identifying/investigating the cause and the amount of Expenses incurred ;

12.3.5 Independently investigate the cause and circumstances of the Insurance event and the amount of Expenses incurred;



12.3.6 Verify any documents submitted;

12.3.7 Request information from organizations that possess any information on the circumstances of the Insurance event;

12.3.8 Where competent authorities or any other organizations possess any evidence entitling the Insurer to treat any event as a non-Insurance event, postpone the payment of the insurance benefit until after the clarification of all circumstances;

12.3.9 Bring a claim by way of recourse (up to the amount of the insurance benefit paid) against any persons responsible for the damage caused;

12.3.10 Postpone the execution of a claim report and the payment of an insurance benefit if:

- An independent expert assessment is being conducted to identify the cause and circumstances of the Insurance event and assess the damages. In this case, the postponement shall be until the completion of the expert assessment and issuance of the relevant document; or
- Any legal proceedings are pending, the result of which may affect the amount of Expenses incurred and/or any circumstances of the event in question. In this case, the postponement may be until the effective date of the relevant judgement, unless the judgement is appealed, in which case the postponement shall be until a judgement not subject to appeal is delivered;

12.3.11 Request from the Insured Person to perform his/her obligations under the insurance contract, including Policyholder's obligations not met by the Policyholder, if the Insured Person files a claim for an insurance benefit. The risk of consequences of any failure to perform or untimely performance of any obligations that had to be performed earlier shall be borne by the Insured Person;

12.3.12 Deduct from the amount of Expenses to be compensated to the Insured Person the value of unused tickets not handed over to the Insurer upon the Insurance event of an event referred to in clause 17.1.5.1. and 17.1.5.3. hereof;

12.3.13 Take legal action to invalidate the insurance contract, if, after the entering into the insurance contract, it is found that the Policyholder provided the Insurer with knowingly false information on circumstances known to the Policyholder that were relevant to the assessment of the probability of an Insurance event and the amount of potential Expenses that might be caused thereby. In all cases, circumstances expressly stipulated by the Insurer in a standard insurance contract (policy) form, or in an Insurer's written request, shall be deemed material circumstances;

12.3.14 As part of compliance with its contractual obligations, increase the insurance premium due to any increase in the Medical Expenses, provided that the cost of medical services has increased, in aggregate, by more than ten percent (10%) since the effective date of the insurance contract;

12.3.15 Where the Policyholder (Insured Person) has a claim against a third party for personal injury, and such claim does not affect any legal aspect of insurance, request that the Policyholder (Insured Person) assign the claim in the amount equivalent to the coverage of Medical Expenses;

12.3.16 Be released from the obligation to pay an insurance benefit, insofar as the Insured Person could have received compensation by making a claim against a third party, provided that the Insured Person has waived such claim without the Insurer's consent;

12.3.17 Deny the payment of an insurance benefit, if:

a) The Insured Person or his/her representative has failed to submit all of the necessary documents required for making a decision on whether to pay the insurance benefit;

b) The Insured Person or his/her representative has failed to provide the Insurer with complete information relevant to the risk level assessment;

c) The Insurance event has happened through the fault of the Insured Person's employer;

d) The Insurance event has happened in the course of performance by the Insured Person of any type of works not provided for by the Insured Person's employment contract; or

e) The Policyholder (Insured Person) has provided the Insurer with knowingly false information on the Insured Person's health condition and/or the scope or cost of the services provided, or any other knowingly false information required for the purpose of entering into an insurance contract;

12.3.18. Represent the interests of the Insured Person;

12.3.19. Postpone the payment of an insurance benefit in the event of a ny administrative or legal proceedings until the date when a decision is made in such proceedings; and  
12.3.20. Take such measures as the Insurer would consider necessary to minimize Expenses, undertake, if so requested by the Insured Person in writing, the defense of the Insured Person, and handle any and all claims.

12.4. *The Policyholder (Insured Person) shall have the right to:*

12.4.1. Be acquainted with these Terms and Conditions;  
12.4.2. Receive, in a timely fashion, the insurance services included in the coverage under the insurance contract up to the coverage amounts agreed upon in the insurance contract;  
12.4.3. Receive, in a timely fashion, an insurance benefit if the relevant event is acknowledged to constitute an Insurance event (if the Insured Person has paid himself/herself any Expenses included in the coverage under the insurance contract in accordance with these Terms and Conditions);  
12.4.4. Receive a re-issued insurance policy (or a copy of the insurance policy certified by the Insurer) if the original insurance policy is lost; provided that the Policyholder, in the event that the original insurance policy is lost, shall be provided with a re-issued insurance policy, and thereafter the lost insurance policy (insurance contract) shall be deemed invalid, and no payment thereunder shall be made;  
12.4.5. Repudiate the insurance contract before its expiry date in accordance with these Terms and Conditions and subject to the laws of the Russian Federation;  
12.4.6. Request and receive information on the Insurer in accordance with the laws of the Russian Federation; and  
12.4.7. Appeal, in the manner set forth by law, an Insurer's decision to treat any event as a non - Insurance event.

12.5. Under these Terms and Conditions, the parties shall also have other rights and obligations stipulated elsewhere in these Terms and Conditions, as well as by the laws of the Russian Federation.

### **13. FORCE MAJEURE**

13.1. The parties shall be released from liability for non-performance (whether in full or in part) or improper performance of their respective obligations under the insurance contract, where such non - performance or improper performance is caused by a force majeure event that occurred after the date of the insurance contract and that the parties could neither foresee, nor prevent.

13.2. Force majeure events shall include a flood, fire, earthquake, explosion, storm, land subsidence, epidemic, or other natural disasters, as well as wars or military operations, industrial or regional strikes.

13.3. Any non-performance of the insurance contract shall be directly caused by the circumstances referred to in this sub-clause.

13.4. Either party affected by a force majeure event shall, as soon as possible after the force majeure event occurs, give notice of its Insurance event and expected duration to the other party in writing.

13.5. Where the affected party fails to give or timely give such notice, such party may not refer to the force majeure event in order to be released from liability for non -performance or improper performance of such party's obligations.

13.6. The affected party shall prove the Insurance event of force majeure events by the relevant documents, such as certificates issued by competent state authorities, etc.

### **14. DISPUTE RESOLUTION**

14.1. Any and all disputes arising under an insurance contract between the Insurer and the Policyholder (Insured Person) shall be settled by mutual agreement between the parties.

14.2. Should the parties fail to come to agreement, the dispute shall be referred to the court of general jurisdiction at the location of the defendant (if the Policyholder (Insured Person) is an individual) or to the arbitrazh court at the location of the defendant (if the Policyholder is a legal entity).

14.3. The right to make a claim to the Insurer for an insurance benefit under the insurance contract shall continue to exist until the expiry of the limitation period stipulated by the laws of the Russian Federation for property insurance.

## **15. AMENDING AN INSURANCE CONTRACT**

15.1. The Policyholder and the Insurer may agree to make amendments to the insurance contract entered into between them in accordance with these Terms and Conditions to reflect the Policyholder's specific needs for insurance of his interests or interests of a third party for whose benefit the insurance contract is entered into by the Policyholder.

15.2. Any and all amendments to any existing insurance contract shall be made in writing in two originals and shall take effect on the date agreed upon between the parties.

## **Section II. INSURANCE AGAINST MEDICAL, MEDICAL TRANSPORTATION AND OTHER EXPENSES**

### **16. INSURANCE EVENT**

16.1. An Insurance event shall mean an event included in the coverage that has occurred during the Period of Insurance due to any factors provided for by the insurance contract, as a result of which the Insurer becomes liable to pay an insurance benefit to the Policyholder, an Insured Person, a Beneficiary, or any third party.

16.2. Under these Terms and Conditions, an Insurance event shall include any event upon the Insurance event of which an Insured Person has incurred or might incur in the future Expenses in connection with urgent knowledgeable medical or other necessary aid, namely:

16.2.1. *A bodily injury*, i.e. an injury resulting from an Accident caused by the impact of obvious external forces (including injuries resulting from a breakage of the aircraft, vessel, bus, or other vehicle by or on which the Insured Person has been traveling during the Trip);

16.2.2. *A sudden sickness*, i.e. a sickness suddenly arising during the Insured Person's Trip and requiring urgent medical intervention;

16.2.3. *A Chronic Disease exacerbation*, i.e. the acute worsening of the Insured Person's Chronic Disease (against which the Insured Person was treated in the past) during the Insured Person's Trip, posing a threat to the Insured Person's life, provided that such Chronic Disease, in a Physician's opinion, was not an obstacle for making the Trip;

16.2.4. *Death*, i.e. the Insured Person's death resulting from a bodily injury, sudden sickness, or Chronic Disease exacerbation (other than exacerbation of any disease excluded from the coverage in accordance with clause 18.1 hereof);

16.2.5. *A breakage or loss (theft) of, or damage to, the land transport vehicle* on which the Insured Person is traveling outside the Russian Federation;

16.2.6. *A loss, theft, or destruction of the Insured Person's international passport and/or tickets* with which the Insured Person has been traveling;

16.2.7. *The need for the Insured Person to receive the first legal advice* in connection with an Insurance event; and

16.2.8. *A flight delay*, i.e. a Scheduled Flight delay for more than 2.5 hours.

## 17. EXPENSES COVERED BY THE INSURER

17.1. Upon the Insurance event, during a Trip, of any event referred to in clause 16.2 above, the Insurer shall cover:

17.1.1 *Medical Expenses for outpatient and/or inpatient treatment, including:*

17.1.1.1 Expenses for medical services, including those for outpatient treatment;

17.1.1.2 Expenses for diagnostic tests followed by treatment prescription;

17.1.1.3 Expenses for inpatient treatment (including necessary (reasonable and sufficient) medical tests, treatment, surgical interventions, and postoperative care, as well as decompression sickness treatment in a recompression chamber);

17.1.1.4 Expenses for services of a local ambulance service (provided that the ambulance service has been called on sufficient medical grounds);

17.1.1.5 Expenses for the purchase of medications or dressings prescribed by the treating Physician, provided that such medications or dressings are necessary exclusively for the treatment of a disease included in the coverage and for the purpose of relieving the acute condition;

17.1.1.6 Expenses for the acquisition of fixation devices prescribed by the Physician (the Insurer may cover Expenses both for the purchase and rental of fixation devices). Under these Terms and Conditions, fixation devices include, in particular, crutches, orthopedic shoes, wheel chairs, and other orthopedic devices;

17.1.2. *Expenses for urgent dental care, including:*

17.1.2.1 Expenses for pain relieving treatment of a natural tooth (including tooth extraction) in the event of a tooth trauma resulting from an Accident;

17.1.2.2 Expenses for pain relieving treatment of a natural tooth (including tooth extraction) in the event of acute alveolitis or periodontitis (anesthesia, lancing of the inflamed tissue, drainage, and hemostasis);

17.1.2.3. Expenses for urgent dental care shall be covered up to the limit of indemnity stipulated in the special terms and conditions of the insurance contract (policy);

17.1.3 *Expenses for medical transportation, including:*

17.1.3.1 Expenses for searching, rescuing and/or transportation (by an ambulance or any other vehicle, including, but not limited to, ambulance airplane and/or helicopter) from the place of Accident to the nearest medical facility or Physician in the country or at the place of temporary stay for urgent medical care, if the Insured Person is in a critical condition or physically incapable of traveling to the nearest medical facility on his/her own without being escorted by medical staff;

17.1.3.1.1 However, expenses for transportation of the Insured Person from the place of Accident to a medical facility and back from the medical facility or from the clinic of a privately practicing Physician to the place of the Insured Person's temporary stay, as arranged by the Insured Person himself/herself, shall be covered by the Insurer in the amount not exceeding the RUB equivalent of USD/EUR 500;

17.1.3.2 Expenses for urgent medical repatriation by an adequate means of transportation (including Expenses for an escorting person, if the escorting is prescribed by the Physician), from the place of the Insured Person's temporary stay to the Place of Permanent Residence or to the nearest medical facility at the Place of Permanent Residence, provided that there are no capabilities available at the place of temporary stay for delivering necessary medical care. Urgent medical repatriation shall only be allowed if the need for such repatriation is acknowledged by an Insurer's Physician based on the documents received from the local treating Physician, and provided that there are no medical contraindications for repatriation. Expenses for urgent medical repatriation shall be covered in the amount not exceeding the amount set out in the insurance contract;

17.1.3.3 Expenses for medical repatriation of the Insured Person from the place of temporary stay to the Place of Permanent Residence or to the nearest medical facility at the Place of Permanent Residence, if Expenses for inpatient treatment may exceed the limit of indemnity set out in the insurance contract, or if Expenses for treatment abroad significantly exceed Expenses for urgent medical repatriation. Medical repatriation shall only be allowed if there are no medical

contraindications for repatriation. Expenses for medical repatriation shall be covered in the amount not exceeding the amount set out in the insurance contract;

17.1.3.4 Expenses for search and rescue operations aimed at locating the Insured Person in mountains, sea, desert, jungles, or any other remote areas, including Expenses for search operations with the use of air crafts/sea vessels and evacuation ashore from a vessel or from the sea. Expenses for search and rescue operations in the event of an Accident in mountains or in the sea shall be covered by the Insurer in the amount not exceeding the limit set out in the insurance contract;

17.1.4 *Expenses for repatriation of remains, including:*

17.1.4.1 Expenses for the arrangement of repatriation of remains (including Expenses for the payment of a coffin or cremation, obtainment of necessary documents, and remains transportation, authorized by the Assistance Company (or an assistance center) or paid by the Insured Person's relatives and pre -approved by the Assistance Company (or an assistance center) or the Insurer) to the Insured Person's Place of Permanent Residence, provided that the Insured Person's death has been caused by an Insurance event. Expenses for repatriation of remains shall be covered in the amount not exceeding the amount set out in the insurance contract. However, the Insurer shall not be liable to cover funeral Expenses at the Insured Person's Place of Permanent Residence;

17.1.5 *Other transportation Expenses, including:*

17.1.5.1 Insured Person's Expenses for one-way travel to the Place of Permanent Residence in economy class (including transfer to the airport), where the Insured Person was not able to depart on time (i.e. on the date specified in the tickets held by the Insured Person) due to an Insurance event as a result of which the Insured Person had to stay for inpatient treatment. The Insured Person shall be required to make every effort to return the unused tickets and refund their cost to the Insurer; otherwise, the Insurer will be entitled to deduct the cost of the unused tickets from the amount payable to the Insured Person in compensation of his/her Expenses;

17.1.5.2 Expenses for one-way travel (in economy class) to such Children's place of permanent residence, as arranged for minor Children accompanying the Insured Person during his/her stay outside the Place of Permanent Residence, where the Children are left unattended as a result of an Insurance event that has happened to the Insured Person, and travel Expenses of one adult accompanying the Child or Children, provided that, if the Insured Person cannot name such individual, the Insurer will arrange such accompanying and pay Expenses for the same;

17.1.5.3 Expenses for the Insured Person's early return to the Place of Permanent Residence (travel in economy class to the Place of Permanent Residence) in the event of a sudden disease (necessarily followed by Emergency Hospitalization) or unforeseen death of an Insured Person's Close Relative in the Insured Person's Country of Permanent Residence, provided that the Insured Person has handed over the unused ticket to the Insurer (otherwise, the Insurer will be entitled to deduct the cost of the unused tickets from the amount payable to the Insured Person in compensation of his/her Expenses);

17.1.5.4 Expenses for the arrangement of, and payment for, an Insured Person's travel to the Place of Permanent Residence and back to the country of temporary stay (temporary return) in the event of a sudden disease (necessarily followed by Emergency Hospitalization) or unforeseen death of an Insured Person's Close Relative in the Insured Person's Country of Permanent Residence. Such Expenses shall be covered provided that the Insured Person has been staying outside the Country of Permanent Residence for at least three (3) months as at the Insurance event date;

17.1.5.5. Expenses for a visit by a third-party adult, provided that the period of hospitalization of the Insured Person traveling alone has exceeded seven (7) days. In this case, expenses for travel in economy class from the Place of Permanent Residence and back shall be covered. The Insurer shall also cover the third party's Expenses for staying at a hotel rated no more than three-star for a period of no more than three (3) days, but in any event no more than the RUB equivalent of USD/EUR 300;

17.1.5.6 Expenses for return (travel in economy class to the Place of Permanent Residence), arranged for one accompanying individual traveling together with the Insured Person, in the event of the Insured Person's forced early return from the Trip or the Insured Person's forced longer - than-expected stay due to evacuation or repatriation of the Insured Person as a result of an Insurance event;

17.1.5.7. Expenses for the Insured Person's stay at a hotel due to his/her longer-than-expected stay in the country of temporary stay, as a result of the Insured Person being placed in quarantine and being forbidden to leave the country of temporary stay. Such Expenses shall be covered if the Insured Person has been placed in quarantine due to such sicknesses as scarlet fever, chicken pox, rubella, measles, infectious mononucleosis, or infectious parotitis. Expenses for staying at a hotel rated no more than three-star shall be covered in the amount not exceeding the RUB equivalent of USD/EUR 300. Hotel accommodation shall be arranged either by the Assistance Company or by the Insured Person himself/herself upon pre-approval by the Assistance Company;

17.1.6 *Expenses caused by a breakage or loss (theft) of, or damage to, the land transport vehicle* on which the Insured Person is traveling outside the Russian Federation, including:

17.1.6.1 Expenses for towage (evacuation) of the road-accident damaged or non-working personal vehicle on which the Insured Person has been traveling, to the nearest repair facility in the country of stay. The insurance benefit cannot exceed the amount set out in the insurance contract (policy) or the applicable limit;

17.1.6.2 Expenses for vehicle repair. The insurance benefit for vehicle repair shall be limited to the amount set out in the insurance contract (policy), but in no event may it exceed the RUB equivalent of USD/EUR 300.

17.1.6.3 Expenses for transportation of the passengers (including the driver) to their place of residence within the country of stay in the event of loss (theft) or breakage of, or damage to, the personal vehicle. The insurance benefit may not exceed the amount set out in the insurance contract (policy).

17.1.6.4. An insurance benefit shall be paid to an Insured Person upon a claim for the insurance benefit in connection with damage to, or breakage or loss of, the vehicle, such claim to be accompanied by all the documents available to the Insured Person (such as an accident report (if any), a towing company's and/or repair facility's bill paid by the Insured Person, along with any documents proving the payment, etc.). Any and all documents submitted to the Insurer in any language other than English or German shall be translated into Russian and certified;

17.1.7 *Expenses incurred in the event of a loss, theft, or destruction of an Insured Person's international passport and/or tickets, including:*

17.1.7.1 Expenses for the issuance of replacement documents instead of the lost ones (passport with the visa, tickets), in the amount not exceeding the amount set out in the insurance contract.

17.1.7.2. The Insurer shall cover Expenses for the issuance of replacement documents instead of the lost documents with which the Insured Person has been traveling (passport with the visa, tickets), in the amount not exceeding the amount set out in the insurance contract, upon a claim for the payment of the insurance benefit in connection with the loss, theft, or destruction of the international passport and/or tickets, such claim to be accompanied by all the documents available to the Insured Person (such as a receipt certifying the payment of a consulate fee for the replacement of the passport with the visa, a receipt certifying the payment for photos required for the issuance of the relevant documents, a receipt certifying the payment for the Carrier's services for the tickets replacement, etc.). Any and all documents submitted to the Insurer in any language other than English or German shall be translated into Russian and certified;

17.1.8. *The Insurer shall cover Expenses for first legal advice obtained by an Insured Person (including interpreter's services in connection with such legal advice)*, if necessary in connection with any legal proceedings instituted against the Insured Person under the civil laws of the country of stay as a result of any accidental damage caused by the Insured Person to a third party or any unintentional violation by the Insured Person of any laws or regulations of the country of stay, other than damage or violations related to the use, possession, or storage of transport vehicles, illegal drugs or psychotropic substances, or arms of any type. An insurance benefit payable may not exceed the amount set out in the insurance contract;

17.1.9. For the purpose of covering an Insured Person's Expenses for *telephone conversations with, and/or texts (SMS) sent to, the Assistance Company and/or the Insurer* in connection with an Insurance event, the Insured Person's claim form shall be accompanied by bills for such telephone conversations or texts. An insurance benefit payable shall be limited to the amount set out in the Special Terms and Condition section of the insurance contract;

17.1.10 *Expenses connected with outpatient and/or inpatient aid the need for which has arisen as a result of any pregnancy complications posing a threat to the Insured Person's life or health, or as a result of a duly documented Accident.*

However, any such event will only be treated as an Insurance event, provided that such event happened no later than two months before the expected child delivery date (not later than 31 week of pregnancy).

In this case, the Insurer shall pay necessary Medical Expenses for outpatient and/or inpatient care, as well as medical transportation and other transportation Expenses, up to the coverage amount set out in the insurance contract (policy).

17.1.11. *Expenses for urgent medical aid required for prevention of a direct threat to the Insured Person's life or health, or Expenses for acute pain relief, as a result of taking illegal drugs, intoxicants, or alcohol, or as a result of treatment of injuries received by the Policyholder (Insured Person) under the influence of such substances, save for Expenses for repatriation of remains.*

17.2. *The Insurer shall cover an Insured Person's necessary Expenses for food (including non-alcohol beverages) and temporary hotel accommodation in connection with a Scheduled Flight delay for more than 2.5 hours, provided that the Insured Person has submitted the relevant documents issued by an authorized agent of the airline and confirming such delay;*

17.2.1. An insurance benefit per person shall be limited to the amount set out in the insurance contract (policy), and shall not exceed, in aggregate, the RUB equivalent of USD/EUR 400 for five (5) persons traveling together, as named in the same insurance contract, where no more than two (2) persons of them are older than 18 years old, regardless of the degree of their kinship.

17.3. *The Insured Person shall reimburse the Insurer for any and all actual Expenses incurred by the latter as a result of the Insured Person's refusal from his/her evacuation, transportation and/or repatriation to the Place of Permanent Residence, as arranged by the Insurer with the consent of the Insured Person.*

## **18. EXPENSES NOT COVERED BY THE INSURER**

18.1. Upon the Insurance event during a Trip of an event referred to in clause 16.2. the insurer shall not cover or reimburse:

18.1.1 Expenses for medical aid in connection with a disease of which the Insured Person was aware when entering into the insurance contract, regardless of whether or not the disease was treated before; provided, however, that the Insurer shall cover Medical Expenses for urgent medical aid required for the prevention of a direct threat to life or health, or Expenses for acute pain relief. In any case, an insurance benefit payable shall be limited to the amount set out in the insurance contract;

18.1.2 Expenses for medical aid in connection with a Chronic Disease (including any form of hepatitis) of which the Insured Person was aware when entering into the insurance contract, regardless of whether or not the disease was treated before, as well as in connection with a Chronic Disease (including any form of hepatitis) diagnosed in the Insured Person for the first time during the Trip; provided, however, that the Insurer shall cover Medical Expenses for urgent medical aid required for the prevention of a direct threat to life or health, or Expenses for acute pain relief. In any case, an insurance benefit payable shall be limited to the amount set out in the insurance contract;

18.1.3 Expenses for medical aid in connection with manifestation of congenital anomalies or birth defects, malformations, or chromosomal abnormalities; or infantile cerebral palsy;

18.1.4 Expenses resulting from the Insured Person's health worsening or death directly caused by the treatment received by the Insured Person during the last 6 months before the insurance commencement date, or where the Trip was contraindicated for the Insured Person due to his/her health circumstances;

18.1.5 Expenses for treatment of any consequences of an Accident that happened before the Insured Person's Trip;

18.1.6 Expenses for medical aid and/or treatment in connection with convulsions, mental and behavioral disorders, neurotic disorders (such as panic attacks, depressions, hysteria, etc.), sleep disorders, episodic and paroxysmal disorders of the nervous system, or demyelinating diseases of the nervous system, as well as Expenses for relief and treatment of their complications or any other consequences (traumas, diseases, or death);

18.1.7 Expenses for medical aid and treatment in connection with epilepsy, as well as Expenses for relief and treatment of its complications or any other consequences (bodily injuries, diseases, or death); provided, however, that the Insurer shall cover Medical Expenses for urgent medical aid required for the prevention of a direct threat to life or health, or Expenses for acute pain relief;

18.1.8 Expenses for diagnostic services (including advices and laboratory tests) not followed by treatment or treatment prescription, as well as without arriving at a diagnosis (including a presumptive one);

18.1.9 Expenses connected with high-technology heart or vascular surgery, including angiography, angioplasty, bypass surgery, and the like;

18.1.10 Any Expenses connected with cancer diseases or benign neoplasms (including hematological malignancy) and their implications, from the moment the relevant diagnosis is arrived at; provided that the Insurer may cover Expenses for urgent medical aid required for the prevention of a direct threat to life or health, or Expenses for acute pain relief, in the amount not exceeding the RUB equivalent of USD/EUR 5,000;

18.1.11 Expenses for the obtainment by the Insured Person of medical services not connected with a sudden disease or Accident;

18.1.12. Expenses for preventive care, general medical examinations, or vaccination, as well as Expenses for treatment at health resorts or preventive care centers, or accommodation and treatment at nursing homes for disabled persons, or aquatic, spa or natural therapy clinics, health resorts, or similar facilities or hospitals;

18.1.13 Expenses resulted from a violation by the Insured Person of the disease prevention rules related to endemic diseases of the country of temporary stay, which rules are included in the terms and conditions to be complied with for the purpose of being granted a permission to enter the country and information on which the Insured Person have obtained (or could have obtained) from the country's consulate, or Expenses resulted from the Insured Person's failure to comply with a Physician's instructions;

18.1.14 Expenses for cosmetic or plastic surgery undertaken for aesthetic or cosmetic purposes, or for the improvement of the Insured Person's mental or physical condition, including in connection with skin diseases (such as callus, papilloma, wart, nevus, or condyloma);

18.1.15 Expenses for treatment using manual therapy, reflexology (acupuncture), chiropractic, massages, homeopathy, phytotherapy or natural therapy, physiotherapy, and the like;

18.1.16 Expenses for corrective surgery and any type of prosthetics (including ocular or dental prosthetics);

18.1.17. Expenses connected with contraception, sterilization (or reversal thereof), fertilization, vasectomy, venereal diseases, diseases transmitted mainly sexually, their generalized forms, as well as ureaplasmosis, genital mycoplasma infections, gardnerella, papillomavirus infections, sex change, or other conditions of a sexual nature, infertility or related health condition, or other forms of artificial reproduction; any Expenses for care, treatment, or medical aid in connection with the immunodeficiency virus or HIV-related diseases, including the acquired immune deficiency syndrome (AIDS) or AIDS-related complex, or other similar infections, diseases, injuries, or indications resulting from any such condition, regardless of their cause;

18.1.18 Expenses for dental care (other than urgent dental care, in the amount not exceeding the amount set out in the insurance contract);

18.1.19 Any Expenses for treatment of tuberculosis, sarcoidosis, or mucoviscidosis, regardless of the form or phase of such disease;

18.1.20 Any Expenses for treatment of any diseases accompanied by chronic renal or liver failure and requiring hemodialysis (other than for relief of an acute condition, where hemodialysis is conducted to save the Insured Person's life);

18.1.21 Expenses for treatment of iatrogenic effects of therapeutic procedures;



18.1.22 Expenses for examination and treatment of diseases using any scientifically unrecognized methods, and Expenses for purchase of non-certificated medicines;

18.1.23 Expenses for services provided by an unlicensed medical facility (Physician) or by a medical facility (Physician) whose license has been suspended;

18.1.24 Expenses for purchase of prescribed medicines the ingredients of which are disguised by the manufacturer, as well as Expenses for purchase of food items, restorative tonics, prescription weight loss agents or laxatives, cosmetics, mineral water, or bath water additives;

18.1.25 Expenses for artificial insemination, infertility treatment, or contraception, and any Expenses for treatment of menstrual and ovulation disorders;

18.1.26 Expenses for treatment undertaken by Insured Person's relatives;

18.1.27 Expenses for treatment of bodily injuries or diseases directly or indirectly caused by any type of radiation, other than consequences of solar radiation (such as sun or heat strokes, photocontact dermatitis, allergies, sunburns, and the like);

18.1.28 Expenses for purchase of eyeglasses, contact lenses, hearing aids, or prostheses, and Expenses for any type of prosthetics;

18.1.29 Expenses for treatment of radiation sickness;

18.1.30 Expenses for organ or tissue transplantation;

18.1.31 Expenses connected with prenatal care, childbirth, abortion, or induced termination of pregnancy, other than in the cases expressly stipulated in the insurance contract, when the Insurer shall cover necessary Expenses incurred in connection with sudden pregnancy complications posing a threat to the Insured Person's life or health, or where any of the above is caused by a duly documented Accident.

However, any such event will only be treated as an Insurance event, provided that such event happened no later than two months before the expected child delivery date (not later than 31 week of pregnancy).

In this case, the Insurer shall pay necessary Medical Expenses for outpatient and/or inpatient care, as well as medical transportation and other transportation Expenses, up to the coverage amount set out in the insurance contract (policy).

18.1.31.1. In any event referred to in clause 18.1.31 above, the Insurer shall cover Expenses for providing care to, or medical observation, treatment, transportation, evacuation, or repatriation of the Insured Person's Child born no later than two months before the expected child delivery date. In this case, the Insurer's indemnity shall be limited to the RUB equivalent of USD/EUR 10,000;

18.1.32 Expenses for medically unnecessary services, or Expenses for treatment not prescribed by a Physician;

18.1.33 Expenses connected with any claims arising during the Trip undertaken notwithstanding any medical contraindications;

18.1.34 Expenses for treatment of alcoholism, drug addiction or any other abuses/addictions or any other addiction condition or sickness resulting from taking drugs, intoxicants, or alcohol (save for poisoning with lawfully purchased poor quality alcohol), or Expenses for treatment of injuries suffered by the Policyholder (Insured Person) under the influence of the said substances;

18.1.34.1. However, the Insurer shall cover Medical Expenses for urgent medical aid required for the prevention of a direct threat to life or health, or Expenses for acute pain relief. In this case, the Insurer's indemnity shall be limited to the RUB equivalent of USD/EUR 5,000.

18.1.35 Expenses arising from the Insured Person's voluntary refusal to follow Physician's instructions received by the Insured Person in connection with an Accident;

18.1.36. Expenses for inpatient treatment not approved by the Insurer through the Assistance Company, unless any external circumstances exist as at the Insurance event moment which prevent such hospitalization from being approved, provided that such Expenses are, as soon as possible thereafter, submitted either by the Insured Person or his/her representative for approval before the Insured Person's return from the Trip to the Country of Permanent Residence;

18.1.37 Expenses for treatment of injuries or sicknesses caused by participation in such sports as:

18.1.37.1 Surfing, windsurfing, diving, or other non-extreme sports (either as an amateur, or as a professional), or in any sport involving training and participation in sports competitions (unless otherwise provided for by the insurance contract (policy)), which has to be stipulated in the

insurance contract and will result in an increase in the insurance premium in accordance with the Insurer's insurance premium schedule;

18.1.37.2 Mountain climbing, motorcycle or auto racing, rafting (other than rafting undertaken as part of an excursion), any sports involving animals, skiing, snowboarding, or other extreme sports (unless otherwise provided for by the insurance contract (policy)), which has to be stipulated in the insurance contract and will result in an increase in the insurance premium in accordance with the Insurer's insurance premium schedule.

In any case, the Insurer will not cover any Expenses incurred in connection with treatment of any injuries or sicknesses suffered as a result of skiing or snowboarding on tracks not designed for skiing or snowboarding, with respect to which temporary and/or permanent prohibitions to use such tracks are in effect.

In addition, the Insurer will not cover any Expenses in connection with treatment of any injuries or sicknesses suffered as a result of diving at depths greater than 40 meters or without a certificate issued by a divers' association (save for training dives undertaken for the purpose of being granted the relevant certificate), or using oxygen mixtures when diving, or rafting without using necessary protective equipment (such as helmets, life jackets, etc.) or at locations declared dangerous, as at the moment of rafting, due to adverse weather conditions;

18.1.38 Expenses for treatment of injuries or sicknesses suffered as a result of the Insured Person engaging in hazardous activities (including as a miner, builder, wireman, and the like) (unless otherwise provided for by the insurance contract (policy)), which has to be stipulated in the insurance contract and will result in an increase in the insurance premium in accordance with the Insurer's insurance premium schedule;

18.1.39 Expenses for treatment of injuries or sicknesses suffered, directly or indirectly, as a result of a civil war, civil commotions of any type, strikes, insurrections, riots, mass disturbances, or their consequences, or a state of emergency or extraordinary situation declared by military or civil authorities;

18.1.40 Expenses for treatment of injuries or sicknesses suffered by the Insured Person as a result of taking a flight on an aircraft operated by the Insured Person himself/herself (save for flights as a passenger on a civil aircraft operated by a professional pilot) (unless otherwise provided for by the insurance contract (policy)), which has to be stipulated in the insurance contract and will result in an increase in the insurance premium in accordance with the Insurer's insurance premium schedule;

18.1.41 Expenses for treatment of injuries or sicknesses suffered by the Insured Person as a result of taking a flight on an unpowered aircraft, powered glider, or microlight aircraft, or engaging in parachuting (unless otherwise provided for by the insurance contract (policy)), which has to be stipulated in the insurance contract and will result in an increase in the insurance premium in accordance with the Insurer's insurance premium schedule;

18.1.42 Expenses for evacuation/repatriation in the event of minor sicknesses or injuries which, in the opinion of a medical advisor appointed by the Insurer, can be treated locally and do not prevent the Insured Person from continuing the Trip;

18.1.43 Expenses for any evacuation and/or repatriation arranged not by the Insurer or the Assistance Company, unless such evacuation and transportation could not be approved by the Insurer or the Assistance Company in advance due to any good reason, such as force majeure events, or the Insured Person being in a grave physical condition or in a hard-to-reach location, or telephone system failure, etc.;

18.1.44 Actual Expenses incurred by the Insurer as a result of the Insured Person's voluntary refusal from evacuation to the Place of Permanent Residence, and any payment guaranteed to be made to third parties for the arrangement of any evacuation and/or repatriation in the event that the Insured Person has revoked his/her earlier written consent given to the Insurer or the Assistance Company for such evacuation and/or repatriation; 18.1.45 Expenses for any evacuation and/or repatriation as a result of cancer diseases; and

18.1.46 Expenses incurred as a result of making the Trip for the purpose of getting deliberate (scheduled) treatment abroad.

18.2. *Upon the Insurance event, during a Trip, of any event referred to in clause 17.1.4 above, the*

*Insurer shall not cover Expenses for repatriation of remains, if death was caused by the following circumstances:*

18.2.1 Manifestation of demyelinating diseases of the nervous system, mental and behavioral disorders, neurotic disorders (such as panic attacks, depressions, hysteria, etc.), sleep disorders, or episodic and paroxysmal disorders of the nervous system, including if death occurred as a result of complications or consequences of any such condition, or as a result of a suicide or attempted suicide or self-mutilation;

18.2.2 Consumption of illegal drugs, intoxicating, potent or psychotropic substances, or alcohol (save for poisoning with lawfully purchased poor-quality alcohol), or as a result of treatment of injuries suffered by the Insured Person under the influence of the said substances;

18.2.3 As a result of infectious diseases transmitted mainly sexually, or AIDS;

18.2.4 As a result of making the Trip for the purpose of getting deliberate (scheduled) treatment abroad;

18.2.5 As a result of participation in any sports, including air sports, parachuting, mountain climbing, motorcycle or auto racing, diving, rafting, any sports involving animals, skiing, snowboarding, or other extreme sports (unless otherwise provided for by the insurance contract (policy)), which has to be stipulated in the insurance contract and will result in an increase in the insurance premium in accordance with the Insurer's insurance premium schedule;

18.2.6 As a result of participation in official sports competitions (unless otherwise provided for by the insurance contract), which has to be stipulated in the insurance contract;

18.2.7 As a result of treating diseases using any scientifically unrecognized methods, or taking any noncertificated medicines; or

18.2.8 As a result of cancer diseases.

*18.3. Upon the Insurance event, during a Trip, of any event referred to in clause 16.2.5 above, the Insurer shall not cover the following Expenses connected with breakage or loss (theft) of, or damage to, a vehicle:*

18.3.1 Expenses for repair, towage (evacuation) of the vehicle, or transportation of the passengers, as a result of any breakage of the vehicle older than five (5) years, or as a result of a road accident with the vehicle older than five (5) years;

18.3.2 Expenses connected with any damage to the vehicle the gross vehicle weight of which exceeds 3.5 (three point five) tons;

18.3.3 Expenses connected with third party liability of the vehicle's owner; and

18.3.4 Expenses connected with any breakage of, and/or any road accident with, the vehicle carrying passengers for hire (whether or not the vehicle is permitted to carry passengers for hire).

## **19. STEPS TO BE TAKEN BY THE PARTIES UPON AN INSURANCE EVENT. INSURANCE BENEFIT PAYMENT PROCEDURE**

19.1. Upon the Insurance event of any event referred to in clause 16.2:

19.1.1. The Insured Person or his/her representative shall, before seeking medical and/or any other aid, be required to contact the Insurer's agent (Assistance Company) by telephone the number of which is specified in the insurance contract and inform the operator of the Insurance event. Expenses for making a phone call to the Assistance Company or a specialist assistance center shall be compensated to the Insured Person in the amount not exceeding the limit set out in the insurance contract, upon submission of supporting documents.

The Assistance Company can be contacted on a round-the-clock basis at the multi-channel telephone number specified in the insurance policy.

19.1.2. When contacting the Assistance Company, the Insured Person or his/her representative shall provide the following details: insurance policy number, last and first names of the Insured Person affected by the Insurance event, their whereabouts, contact telephone number, circumstances of the Insurance event, and any other details that may be requested by the Assistance Company's operator. Where the Insured Person refuses to provide any details requested, the Insured Person shall bear his/her Expenses on his/her own.

19.1.3. The Insured Person shall strictly comply with instructions given by the Assistance Company.

19.1.4. Upon receipt of the required information, the Insurer or the Assistance Company (specialist assistance center) shall arrange the provision to the Insured Person of necessary medical services, medical transportation services, or other services provided for by the insurance contract, and pay (either directly, or through agents) Insured Person's Expenses, in accordance with the insurance contract, to the service providers.

19.1.4.1. Where, due to any reason beyond control of both the Assistance Company and its agents, the Insured Person has been offered to pay for the relevant services directly to the service provider, the Insured Person may, upon his/her return, submit a claim to the Insurer for coverage of such Expenses in accordance with the provisions of these Terms and Conditions.

19.1.5. Where the Insured Person is unable to call the Assistance Company before seeking advice from a Physician or before hospitalization, the Insured Person shall do this, wherever possible, before his/her departure to the Country of Permanent Residence. In any case, upon hospitalization or contacting a Physician, the Insured Person shall produce the insurance contract to medical staff to enable them to coordinate their further steps with the Insurer through the Assistance Company.

19.1.6. Upon an Insurance event, the Insured Person may seek help from the nearest medical facility or Physician, or call an ambulance, without contacting first the Assistance Company, provided that the Insured Person was effectively unable to contact the Assistance Company due to any good reason, namely:

19.1.6.1. Due to the lack of telephone (landline or mobile) network coverage at the Insured Person's location; or

19.1.6.2. Due to an Insured Person's grave health condition making the Insured Person incapable to have telephone conversations.

19.2. Where the Insured Person is unable to contact the Insurer or the Assistance Company (specialist assistance center), the Insured Person may independently seek help from the nearest medical facility by producing his/her insurance policy. In this case, the Insured Person shall, wherever possible, before returning to the Country of Permanent Residence, contact the Assistance Company or the Insurer to agree upon the payment for necessary aid. Where the Insured Person paid any Expenses connected with an Insurance event out of his/her pocket, the Insured Person shall, upon returning from the Trip, notify the Insurer of the Insurance event in writing and submit the following documents:

19.2.1 A claim form for coverage of the Expenses connected with the Insurance event;

19.2.2 The original insurance policy or a copy thereof, and insurance-related information (if available); certified copy of passport title page and pages with notes about crossing the border for the duration of the trip;

19.2.3 If the relevant Expenses have been paid in connection with the provision of medical or other services to a Child, a copy of the Child's birth certificate;

19.2.4 A copy of the Insured Person's international passport (the first page and the page bearing the stamp evidencing that the Insured Person crossed the border during the period around the Insurance event date);

19.2.5 Original documents evidencing that treatment, medicines, or other services have been paid for (stamps evidencing payment, bank transfer confirmations, or receipts):

19.2.5.1 The original invoice statement issued by a medical facility and containing such details as the patient's full name, diagnosis, date when the patient contacted the medical facility, duration of treatment, list of services provided (broken down by date and cost), and the total amount due – for coverage of Expenses for treatment;

19.2.5.2 Original prescriptions issued by a Physician in connection with the sickness in question, bearing a stamp put by a pharmacy and indicating the cost of each medicine purchased – for coverage of Expenses for medicines;

19.2.5.3 A Physician's original referral letter for laboratory tests, and a lab's invoice, with the breakdown by date, type, and cost of services provided – for coverage of Expenses for laboratory tests.

Any and all documents submitted to the Insurer in any language other English or German shall be translated into Russian and certified.

19.3. An insurance benefit in the form of compensation of Insured Person's Expenses shall be paid by the Insurer upon receipt of all of the documents requested (including their certified translations, if necessary), within the time limits set forth by the insurance contract, but in any event no later than thirty (30) business days upon submission of all necessary documents.

19.4. Upon breakage or loss (theft) of, or damage (as a result of a road accident) to, the vehicle in which the Insured Person is traveling outside the Russian Federation, the Insured Person shall report this to the road police and obtain from them a document proving the road accident. The said document shall contain description of the road accident and of the damages caused to the vehicle, and identify the offender and the injured. Where the local regulations provide for different rules of road accident registration, the Insured Person shall comply with such local rules and obtain necessary documents in the form prescribed by local authorities for subsequent submission of such documents to the Insurer.

19.4.1. Where it is necessary to call a service team for towing the vehicle to the nearest repair facility within the area of temporary stay, the Insured Person may contact the Assistance Company to find out telephone numbers of local car service centers. The Insured Person then shall pay out-of-pocket for the services provided by the towing team and the repair facility and obtain from them necessary documents showing the Expenses paid and the nature of the works performed. Upon return, the Insured Person shall submit a claim form to the Insurer for an insurance benefit payable in connection with breakage or loss of, or damage to, the Insured Person's vehicle, such claim to be accompanied by all available documents. Any and all documents submitted to the Insurer in any language other English or German shall be translated into Russian and certified.

### **Section III. TRAVEL ACCIDENT INSURANCE**

#### **20. PARTIES TO AN INSURANCE CONTRACT**

20.1. Under an insurance contract, life and disability insurance can be obtained both for the benefit of the Policyholder and for the benefit of other individuals named in the insurance contract ("Insured Persons").

20.2. An individual Policyholder may enter into insurance contracts for the benefit of himself/herself or for the benefit of third parties. A corporate Policyholder may enter into insurance contracts for the benefit of its employees or other individuals. An individual for whose benefit an insurance contract is entered into shall be hereinafter referred to as an "Insured Person". An insurance contract entered into by an individual for the benefit of a third party (rather than for the benefit of the Policyholder), or an insurance contract entered into by a legal entity, shall be deemed to have been entered into for the benefit of the named Insured Person, unless otherwise provided for by the insurance contract.

20.3. Insurance cannot be obtained for the benefit of any mentally disabled and/or impaired individuals, individuals suffering from AIDS or HIV-positive individuals, disabled individuals falling under Disability Group I or II, and individuals in need of permanent care, and the said individuals cannot be Policyholders (Insured Persons). Where it is found that an insurance contract was entered into for the benefit of any such individual, the contract shall be deemed ineffective, and the insurance premium paid under the contract shall be refunded, less any and all expenses incurred by the Insurer, including expenses for the contract administration, the amount of such expenses being equivalent to 30% of the insurance premium paid.

20.4. With the written consent of the Insured Person, or if the Insured Person personally expresses his/her will, the Policyholder may designate any individual (or several individuals, with a

proportional entitlement) as a Beneficiary (Beneficiaries) entitled to be paid an insurance benefit in the event of death of the Insured Person. Where more than one Beneficiary is designated in the insurance contract, and no proportional entitlement to an insurance benefit is stipulated for them, the insurance benefit shall be payable to the Beneficiaries in equal proportions. Where no Beneficiary is designated in the insurance contract, heirs of the Insured Person shall be Beneficiaries in the event of the Insured Person's death.

## **21. INSURABLE INTERESTS**

21.1. Insurable interests shall be a Policyholder's (Insured Person's) interests connected with their life and ability to work, as well as with additional expenses resulted from a harm caused to the Policyholder's (Insured Person's) life, health, or ability to work.

## **22. INSURANCE EVENTS. COVERAGE**

22.1. An Insurance event shall mean an event included in the coverage that has occurred during the Period of Insurance due to any factors provided for by the insurance contract, as a result of which the Insurer becomes liable to pay an insurance benefit to the Policyholder, an Insured Person, a Beneficiary, or any third party.

22.2. Any event directly resulted from an Accident(s) that has occurred during the term of the insurance contract (policy) shall be treated as an Insurance event. An insurance contract may provide for insurance against one or more than one risk, as listed below. The following events shall be treated as Insurance events:

22.2.1. Insured Person's death (including as a result of a road accident) that occurred within the period of one year after the Accident and was caused directly by such Accident. The insurance benefit for this risk shall be equivalent to 100% of the coverage amount.

22.2.2. Burns suffered by the Insured Person as a result of an Accident. The insurance benefit for this risk shall be as follows:

Degree of Burns	Insurance Benefit (% of the coverage amount)
Degree II or degree III burns (10% to 25% or greater part of the body affected)	100
Degree II or degree III burns (5% or greater part (but no more than 9%) of the body affected)	25

22.2.3. Insured Person's disability as a result of an Accident. The insurance benefit for this risk shall be as follows:

Disability Group	Insurance Benefit (% of the coverage amount)
Disability Group I	100
Disability Group II	75
Disability Group III	50

For the purposes of insurance obtained for the benefit of Children, the term "disability" shall apply without any Disability Group being assigned; in this case such Children shall fall under the category of "disabled children". The insurance benefit for this risk shall be equivalent to 100% of the coverage amount.

22.3. Events referred to in clause 22.2 above shall be treated as Insurance events, provided that such events occurred during the term of the insurance contract and are evidenced by documents duly

issued by competent bodies (such as offices of vital records, medical facilities, medical and social assessment boards, court, etc.).

## **23. EXPENSES NOT COVERED BY THE INSURER**

23.1. Events referred to in clause 22.2 above shall not constitute an Insurance event, provided that such events resulted from:

23.1.1. Impact of a nuclear explosion, radiation, or radioactive, chemical, or bacteriological contamination;

23.1.2. Military operations, as well as military maneuvers or other military exercises;

23.1.3. Civil war, civil commotions, or strikes;

23.1.4. Insured Person's participation in sports, trainings, or competitions (save for amateur sports, such as running, football, volleyball, table tennis, or other games not associated with a high injury rate), unless otherwise expressly provided for by the insurance contract (policy);

23.1.5. Willful acts by the Policyholder, Insured Person, or Beneficiary (or any other person directly or indirectly interested in the Insurance event), as intended to cause the Insurance event to happen (including Insured Person's suicide, attempted suicide, or self-mutilation);

23.1.6. Commitment by the Insured Person of, or an attempt to commit, an intentional crime or other offence that has resulted in the Insurance event;

23.1.7 Consumption by the Insured Person of alcohol, drugs, psychotropic or intoxicating substances (save for poisoning with lawfully purchased poor-quality alcohol); or

23.1.8. Any events excluded by these Terms and Conditions or by the insurance contract (policy) from coverage.

23.2. The Insurance event of any event referred to in clause 23.1 above shall be acknowledged by a final court ruling/sentence, prosecutor office's order, or any other document evidencing the fact, as issued in the manner prescribed by law.

## **24. STEPS TO BE TAKEN BY THE PARTIES UPON AN INSURANCE EVENT. INSURANCE BENEFIT PAYMENT PROCEDURE**

24.1. An insurance benefit shall be paid by the Insurer in accordance with the provisions of these Terms and Conditions, the applicable insurance benefit schedules, and the insurance contract, upon submission by the Policyholder, Insured Person, Beneficiary, or Insured Person's heirs of a written claim, along with any documents evidencing the Insurance event and any other documents.

24.2. For the purposes of paying an insurance benefit, the Insurer or a person authorized by the Insurer shall draw up a claim report on the basis of the documents submitted by the Policyholder, Insured Person, Beneficiary, or Insured Person's heirs. If necessary, the Insurer may request, from the Policyholder, Beneficiary, Insured Person, or other persons who submitted the insurance benefit claim form to the Insurer, or from competent bodies, any further documents required to find out and assess the circumstances and the cause of the Insurance event, and conduct an independent investigation into the Insurance event.

24.3. The amount of the insurance benefit payable shall be determined in accordance with this clause and the principles set out in clause 22.2 above, subject to the terms and conditions of the insurance contract.

24.3.1. Upon an Insurance event provided for by Section III of these Terms and Conditions, the Insurer shall pay an insurance benefit in the amount set out in clause 22.2.3 above. Where the Insured Person has already been paid any amounts under the insurance contract, such amounts shall be deducted from the insurance benefit payable.

24.3.2. Upon the Insurance event of an event referred to in clause 22.2 above, the amount of the insurance benefit payable shall depend on the disability degree and shall be determined on the basis of the diagnosis made, in accordance with the percentage of the coverage amount provided for by

these Terms and Conditions.

Under no circumstances, the insurance benefit (or the aggregate sum of insurance benefits paid throughout the term of the insurance contract) may exceed the coverage amount set out in the insurance contract.

Where the insurance contract (policy) provides for different coverage amounts for different risk types, the insurance benefit payable for any single risk may not exceed the coverage amount stipulated for such risk.

24.4. Upon an Insurance event referred to in clause 22.2.1 above (*Insured Person's death*), an insurance benefit shall be paid as follows:

24.4.1. The insurance benefit shall be paid either to the Beneficiary, or to the Insured Person's legitimate heirs in the amount equivalent to 100% of the coverage amount.

24.5. Upon an Insurance event referred to in clause 22.2.2 above (*Insured Person's burns*), an insurance benefit shall be paid in accordance with the percentage of the coverage amount provided for by these Terms and Conditions.

24.6. Upon an Insurance event referred to in clause 22.2.3 above (*Insured Person's disability*), an insurance benefit shall be paid in the amount set out in clause 22.2.3 above. In this case, any amounts paid out in connection with the earlier Insurance events shall be deducted from the insurance benefit payable, provided that such earlier Insurance events resulted in the Insured Person's disability.

24.6.1. The insurance contract may stipulate that, if the Insured Person's Disability Group escalates to the next level during the term of the insurance contract, the Insurer shall pay an additional insurance benefit equal to the difference between the insurance benefit payable for such new Disability Group and the insurance benefit paid to the Beneficiary earlier.

24.6.2. Where a Child being the Insured Person is assigned a "*disabled child*" status, the insurance benefit shall be paid in the amount equivalent to 100% of the coverage amount set out in the insurance contract.

24.7. When submitting a claim to the Insurer for an insurance benefit, the following documents shall be submitted:

24.7.1. The Insured Person shall, in the event of permanent full disability, permanent partial disability, or temporary disability, submit the following documents: the insurance contract or insurance-related information; a claim for insurance benefit payment (either in the form prescribed by the Insurer or in any other form); a medical facility's documents showing the diagnosis made and, if necessary, indicating the disability period duration (either original documents or their duly certified copies); and a copy of the Insured Person's identity document;

24.7.2. The Beneficiary shall, in the event of the Insured Person's death, submit the following documents: the insurance contract or insurance-related information (copy); a claim for insurance benefit payment (either in the form prescribed by the Insurer or in any other form); a copy of the Insured Person's death certificate; the detailed medical certificate of the cause of death (either the original or a duly certified copy); and a copy of the Beneficiary's identity document. Where there was a preliminary investigation into the Insured Person's death, it shall be required to submit an order to institute criminal proceedings or an order to refuse to institute criminal proceedings (either the original or a duly certified copy);

24.7.3. The Insured Person's heir(s) shall, in the event of the Insured Person's death, submit the documents listed in clause 24.7.2 above and the certificate of inheritance (either the original or a duly certified copy).

24.7.4. The Insurer may request the Policyholder to submit any other documents related to the insurance contract (including a radiograph and any other documents).

24.8. To identify the cause and circumstances of the Insurance event, the Insurer may apply to competent authorities, and also request the person claiming an insurance benefit to submit further



documents (such as a radiograph (in the event of a bone fracture), a forensic scientist's opinion regarding the cause of the Insured Person's death, a discharge summary, etc.).

The Insurer may postpone the payment of an insurance benefit until the submission by the person claiming the insurance benefit all necessary documents. Should the said person refuse to provide any such document, the Insurer may refuse to pay the insurance benefit.

24.9. Within thirty (30) business days of submission of all necessary documents, the Insurer shall decide whether to pay the insurance benefit or treat the relevant event as a non-Insurance event.

24.10. Where the Insurer makes a decision to treat the relevant event as a non-Insurance event, the Insurer shall provide the Beneficiary with a notice of refusal stating the reasons for such refusal.

## **Section IV. BAGGAGE INSURANCE DURING A TRIP**

### **25. INSURANCE EVENT**

25.1. An Insurance event shall mean an event included in the coverage that has occurred during the Period of Insurance due to any factors provided for by the insurance contract, as a result of which the Insurer becomes liable to pay an insurance benefit to the Policyholder, an Insured Person, a Beneficiary, or any third party.

25.2. Under these Terms and Conditions, an Insurance event shall mean:

25.2.1 Destruction or loss of, or damage to, the Insured Person's Baggage during a Trip as a result of:

- a) Burglary, robbery, plunder, or deliberately inflicted damage to the Baggage by third parties;
- b) Road accident or Accident happening to the Insured Person, resulting in total or partial loss of the Baggage;
- c) Natural disasters, such as windstorm, hail, flood, deluge, hurricane, landslide, etc.; or
- d) Fire, lightning, explosion, or fire fighting measures;

25.2.2. Delay in the Baggage delivery for more than 6 hours after the aircraft arrival at the point of destination (including for transit flights), provided that the Baggage was checked with the air Carrier.

### **26. EXPENSES COVERED BY THE INSURER**

26.1. Upon the Insurance event during a Trip of an event referred to in clause 25.2 above, the Insurer shall pay an insurance benefit as follows:

26.1.1 *In the event of full or partial destruction of the Baggage during the use by the Insured Person of the air Carrier's services* – in the amount equivalent to the actual value of the Baggage, but not exceeding the coverage amount set out in the insurance contract.

The Insurer shall pay the insurance benefit in addition to any compensation paid by the Carrier under the terms and conditions of carriage, and only after the receipt by the Insured Person of such compensation from the carrier.

The insurance benefit shall be paid on the condition that the relevant event is duly documented, in the amount equivalent to the actual value of the Baggage affected, but not exceeding the coverage amount set out in the insurance contract (policy).

Where it is impossible to prove the actual value of the Baggage lost by appropriate documents, the following rules shall apply:

- If the weight concept applies, an insurance benefit payable shall be determined based on the applicable amount per kg of the Baggage weight, up to the coverage amount applicable to the entire Baggage lost, as set out in the insurance contract (policy), provided that the maximum Baggage weight for which an insurance benefit is payable shall be 20 kg (for economy class) or 30 kg (for business class), as per the payout table below:

### **Payout Table (per kg of the lost Baggage weight)**

Coverage Amount (in currency units)	Amount payable per kg (in currency units) for business class	Amount payable per kg (in currency units) for economy class
500		
1 000		
1 500	50	25
2 000		
2 500		

- If the piece concept applies, an insurance benefit shall be paid for the entire Baggage lost, in the amount set out in the insurance contract (policy), but in any event for no more than 2 bags with a per -bag weight of up to 32 kg (for business class) or 2 bags with a per-bag weight of up to 23 kg (for economy class), provided that in each case the insurance benefit may not exceed the total coverage amount set out in the insurance contract (policy);

26.1.2 *In the event of full or partial destruction of the Baggage during the Insured Person's Trip* — in the amount equivalent to the actual value of the Baggage, but not exceeding the coverage amount set out in the insurance contract;

26.1.3 *In the event of partial damage to the Baggage* – in the amount equivalent to the repair cost. A total loss shall be deemed to occur, if the repair cost (plus depreciation and the residual value) exceeds the actual value of the Baggage. The insured Baggage shall be deemed damaged, if the repair cost (plus the residual value) does not exceed the actual value of the undamaged Baggage.

26.2. The Insurer shall also cover Expenses for locating, assessing, storing, and forwarding the Baggage found, as well as for rescuing and handling the insured Baggage, provided that such Expenses are associated with an Insurance event. Such Expenses shall be covered in the amount not exceeding the coverage amount set out in the insurance contract.

No indirect Expenses (such as hotel accommodation, transportation, or other indirect Expenses) shall be covered.

26.3. The Insurer shall cover Expenses for purchase of essential items in the event the checked Baggage is delayed through the fault of the air Carrier, which is evidence by the appropriate documents issued by an air Carrier's authorized agent.

For the purposes of these Terms and Conditions, "essential items" shall mean personal hygiene products (including childcare products), underwear, and swimming gear.

Where the Baggage is delayed for more than 24 hours, the Insurer shall also cover Expenses for purchase of other necessary items, in the amount not exceeding that set out in the insurance contract.

26.4. An insurance benefit payable shall be limited to the amount set out in the insurance contract (policy), but may not exceed the RUB equivalent of USD/EUR 200 per person and, in the aggregate, USD/EUR 400 per family of up to five (5) persons named in the same insurance contract.

## **27. EXPENSES NOT COVERED BY THE INSURER**

27.1 An insurance contract shall apply to the Insured Person's entire Baggage, excluding the following items:

- a) Cash in Russian rubles or foreign currencies, securities, discount cards, and bank cards;
- b) Goods made of precious metals or precious or semiprecious stones, and precious metal bars, and unmounted precious or semiprecious stones;
- c) Furs (natural or artificial);
- d) Antique or unique items, works of art, and collector's items;
- e) Tickets, passport, and documents or records of any type, viewgraphs, photos, and film prints;
- f) Manuscripts, plans, diagrams, drawings, models, accounting or business records;
- g) Any type of prostheses;
- h) Eyeglasses or contact lenses;
- i) Animals, plants, and seeds;
- j) Automotive vehicles, motorcycles, air or water transport vehicles, and their components;
- k) Religious items;
- l) Sports equipment (excluding automotive vehicles, motorcycles, air or water transport vehicles, and their components) a total loss of, or damage to, which occurred during participation in sports or sports competitions; and
- m) Any type of arms provided for by Federal Law No. 150-FZ "On Arms" dated December 13, 1996.

27.1.1. In any event, the Insurer shall not cover any Expenses resulted from the theft of Baggage left unattended by the Insured Person or outside any designated storage facilities.

27.2. Insurance coverage shall only apply to portable audio, photography, or video equipment, computing or software systems, portable personal computers (such as laptops), typewriters, cell phones, etc, and any accessories thereto, as well as items listed under c) and l) of clause 27.1 above, provided that the said items were declared at the customs before the Trip, and further provided that:

27.2.1. The Policyholder handled such items with due care and used them for their intended purpose;

27.2.2. The Policyholder took all necessary measures required to ensure the integrity and safety of such items;

27.2.3. During the Trip, such items are kept in safe boxes, storage rooms, or at other designated facilities (save for a motor vehicle); or

27.2.4. Such items are kept in securely locked premises of a building, passenger ship cabin, hotel room, or cloakroom under security surveillance.

27.3. In the event of Baggage theft from a motor vehicle, an insurance benefit shall only be payable provided that a document is available proving that:

27.3.1 The stolen Baggage was placed in the locked baggage compartment of the vehicle left at a guarded parking lot. In this case, insurance coverage shall not apply to any furs, jewelry (items made of precious metals or precious or semiprecious stones), portable audio, photography, or video equipment, computing or software systems, typewriters, etc, and any accessories thereto; and

27.3.2 The theft occurred during a stop-over period of no more than three hours, and the car break-in was documented by competent law-enforcement authorities.

27.4. Upon the Insurance event, during a Trip, of an event referred to in clause 25.2 above, the Insurer shall not cover Baggage-related Expenses, provided that the event occurred as a result of:

27.4.1 Alcohol, drug, or other intoxication; or the Insured Person being under the influence of psychotropic or intoxicating substances;

27.4.2 An Insured Person's suicide or attempted suicide;

27.4.3 The insured Baggage items being affected by wear and tear, corrosion, mold, discoloration, or other natural changes;

27.4.4 Damage caused by insects or rodents;

27.4.5 Scratches, paint flaking, or other changes in appearance of the insured Baggage items, provided that such changes do not affect any functions of the Baggage items;  
27.4.6 The Insured Person failing to timely take any measures to rescue the insured Baggage items;  
27.4.7 Damage caused to the Baggage shipped as cargo or by post service; or  
27.4.8 Lawful seizure, confiscation, or expropriation of the Baggage.

27.5. Upon an Insurance event referred to in clause 26.3 above, the Insurer will not cover any Expenses for purchase of any items that does not fall under the definition of “essential items” in these Terms and Conditions.

## **28. STEPS TO BE TAKEN BY THE PARTIES UPON AN INSURANCE EVENT. INSURANCE BENEFIT PAYMENT PROCEDURE**

28.1. Upon the Insurance event of an event referred to in clause 25.2:

28.1.2. The Insured Person shall apply to competent bodies at the place of the Insurance event (e.g. the hotel management staff, the Carrier, or local law enforcement bodies) to obtain documents proving the loss of, or damage to, the Baggage (e.g. a report issued by a Carrier’s representative). Any refusal by such bodies to properly issue relevant documents shall also be given in writing.

28.1.3. An insurance benefit claim form and supporting documents shall be submitted to the Insurer after the Insured Person’s return from the Trip during which the Insurance event took place.

The insurance benefit claim form shall include such details as the nature and circumstances of the Insurance event, the Trip commencement date, and a list of the items lost or damaged. Along with the claim form it shall be required to submit documents referred to in clause 28.1.2 above (together with certified translations of any documents made in a language other than English or German), as well as a copy of the Insured Person’s international passport with the stamps evidencing that the Insured Person crossed the border of the Place of Permanent Residence around the period of the Insurance event, and a copy of the insurance policy or insurance -related information.

28.1.4. The amount of damage shall be determined for each item separately, provided, however, that the total amount paid in compensation may not exceed the coverage amount set out in the insurance contract.

28.1.5. In the event of loss of only some items being part of any set of items, the amount of damage shall be determined as a difference between the value of such set of items and the value of the remaining items.

28.1.6. Within thirty (30) business days of submission of all necessary documents, the Insurer shall decide whether to pay the insurance benefit or treat the relevant event as a non-Insurance event.

28.1.7. Where the Insurer makes a decision to treat the relevant event as a non-Insurance event, the Insurer shall provide the Beneficiary with a notice of refusal stating the reasons for such refusal.

## **Section V. THIRD PARTY LIABILITY INSURANCE DURING A TRIP**

### **29. INSURANCE EVENT**

29.1. An Insurance event shall mean an event included in the coverage that has occurred during the Period of Insurance due to any factors provided for by the insurance contract, as a result of which the Insurer becomes liable to pay an insurance benefit to the Policyholder, an Insured Person, a Beneficiary, or any third party.

29.2. Under these Terms and Conditions, an Insurance event shall mean an event when an *Insured Person becomes liable for causing harm or damage to life, health and/or property of a third party* as a result of Insured Person’s unintentional acts resulting in the Insured Person’s obligation, under

the laws of the jurisdiction in which the Trip takes place, to pay damages caused to the third party (other than in connection with the risk of third party liability of land transport vehicle owners). An event shall constitute an Insurance event, provided that harm and/or damage to life, health and/or property of a third party is confirmed by a final court ruling or by such third party's reasonable claim for damages acknowledged by the Insured Person with the written consent of the Insurer.

### **30. EXPENSES COVERED BY THE INSURER**

30.1. Upon the Insurance event, during a Trip, of an event referred to in clause 29.2 above, the Insurer shall cover:

30.1.1 Direct actual damages caused to a third party as a result of damage to, or loss of, property owned by the third party (or held by the third party on any other duly documented ground) – in the amount not exceeding the actual value of such property or its replacement value (cost of repair);

30.1.2 Harm caused to a third party's life or health – in the amount not exceeding:

- a) Necessary Expenses for medical treatment and/or further rehabilitation;
- b) A percentage of the third party's salary lost by the third party's dependants (in the event of the third party's death);
- c) Burial Expenses incurred (in the event of the third party's death). In any event, an insurance benefit payable upon an Insurance event referred to in clause 30.1 above may not exceed the Insurer's limit of indemnity applicable to the relevant Expenses, as set out in the insurance contract.

### **31. EXPENSES NOT COVERED BY THE INSURER**

31.1. Upon the Insurance event, during a Trip, of an event referred to in clause 29.2. above, the Insurer will not cover any Expenses related to harm or damage caused to life, health, or property of a third party, provided that such harm or damage is arising from or connected with:

31.1.1 Performance by the Insured Person of his/her professional (employment) duties under an employment contract or services agreement;

31.1.2 Non-pecuniary damages;

31.1.3 Indirect damages, including loss of profit;

31.1.4 The use or operation by the Insured Person of an automotive vehicle, motorcycle, air, water, or any other transport vehicle;

31.1.5 Liability of any kind whatsoever arising, directly or indirectly, or partially, from air, water, soil, or any other environmental contamination;

31.1.6 Harm or damage caused as a result of acts or omissions by the Insured Person being under the influence of alcohol, intoxicants, illegal drugs, or psychotropic substances, or as a result of consequences of such acts or omissions;

31.1.7 Insured Person's willful acts or crimes;

31.1.8 Any internal family relationships between the Insured Person and his/her family members; or

31.1.9 Damage to, or loss of, any property held by the Insured Person under a power of attorney, in trust, or under management.

### **32. STEPS TO BE TAKEN BY THE PARTIES UPON AN INSURANCE EVENT. INSURANCE BENEFIT PAYMENT PROCEDURE**

32.1. In the event of harm or damage caused to life, health and/or property of a third party as a result of an Insured Person's unintentional acts resulting in the Insured Person's liability, under the laws of the country of stay, to pay damages caused to the third party (other than in connection with the risk of third party liability of land transport vehicle owners):

a) The Insured Person may apply to the Assistance Company for further settlement of Expenses directly with the third party; or

b) The Insured Person may compensate third party's Expenses awarded against the Insured Person by court or by any other competent authority, or Expenses claimed under a third party's reasonable claim for damages acknowledged by the Insured Person with the written consent of the Insurer.

In this case, to receive an insurance benefit, the Insured Person shall submit an insurance benefit claim form to the Insurer, along with the original insurance policy or insurance -related information (or a copy thereof), a copy of the Insured Person's international passport with the stamps evidencing that the Insured Person crossed the border of the Place of Permanent Residence around the period of the Insurance event; the original court ruling or decision issued by another competent authority; and (where the relevant Expenses are acknowledged by the Insured Person with the written consent of the Insurer) documents showing the amount of the Expenses incurred, as well as documents evidencing the Insurance event that has caused harm or damage to the third party's life, health and/or property.

Where the third party's Expenses are compensated by the Insured Person without the Insurer's consent, such Expenses shall constitute the self-insured retention and shall not be covered by the Insurer;

c) The Insured Person may apply to the Insurer for further settlement by the latter of the third party's Expenses.

In this case, the Insured Person shall, upon return to the Country of Permanent Residence, submit an insurance benefit claim form to the Insurer, along with the original insurance policy or insurance -related information (or a copy thereof), a copy of the Insured Person's international passport with the stamps evidencing that the Insured Person crossed the border of the Place of Permanent Residence around the period of the Insurance event; the original court ruling or decision issued by another competent authority, or documents showing the amount of the damages caused to the third party's life, health and/or property, as well as documents evidencing the Insurance event that has caused the relevant harm or damage through the fault of the Insured Person.

Any and all documents submitted to the Insurer in any language other than English or German shall be translated into Russian and certified.

32.2. Upon an Insurance event referred to in clause 29.2 above: (third party liability insurance of the Insured Person):

32.2.1. The applicable insurance benefit shall be paid to the third party that has suffered harm or damage to life, health and/or property as a result of the Insured Person's acts, on the basis of a court ruling.

32.2.2. The insurance benefit payable for such risk shall cover:

32.2.2.1 In the event of damage caused to an individual's or legal entity's property:

b) Direct actual damages suffered as a result of loss of, or damage to, the property, such damages being equivalent to the property's actual value less depreciation (in the event of the property's total loss) or the amount of necessary Expenses required to restore the property to the condition it was in prior to the Insurance event (in the event of the property's partial damage);

32.2.2.2 In the event of harm caused to an individual's health or his/her death:

a) Necessary Expenses that enable the individual to recover (such as Expenses for medical treatment, nursing care, prosthetics, transportation Expenses, etc.), provided that there is a direct causal relationship between such Expenses and the Insurance event;

b) A percentage of the individual's salary lost by the individual's dependants (in the event of the individual's death);

c) Burial Expenses.

32.3. Where insurance is obtained in a foreign currency, an insurance benefit shall be payable in

Russian rubles at the exchange rate set by the Central Bank of the Russian Federation for the relevant foreign currency as at the Insurance event date.

## **Section VI. TRIP CANCELLATION, INTERRUPTION AND DELAY INSURANCE**

### **33. INSURANCE EVENT**

33.1. An Insurance event shall mean an event included in the coverage that has occurred during the Period of Insurance due to any factors provided for by the insurance contract, as a result of which the Insurer becomes liable to pay an insurance benefit to the Policyholder, an Insured Person, a Beneficiary, or any third party.

33.2. Under these Terms and Conditions, an Insurance event shall mean a Trip cancellation, interruption, or delay as a result of the following circumstances:

a) Death; sudden illness (necessarily followed by outpatient treatment or Emergency Hospitalization and further inpatient treatment); injury of any severity (provided that there are medical contraindications for making the Trip), highly infectious diseases, or pediatric infections (such as rubella, measles, chicken pox, scarlet fever, diphtheria, whooping cough, epidemic parotitis, or infectious mononucleosis), as suffered by the Insured Person, his/her Close Relative, or any other third party traveling (or who has intended to travel) together with the Insured Person and named together with him/her in the same agreement with a travel agent or staying (or who has intended to stay) with him/her in the same booked and prepaid hotel room, apartment, etc., or named together with him/her in the same policy.

Where the Insured Person and/or his/her Close Relative and/or such other third party has (have) refused from hospitalization; and/or hospitalization has not resulted in inpatient treatment; and/or the Insured Person and/or his/her Close Relative and/or such other third party has (have) failed to properly document outpatient treatment, the Insured Person's Expenses shall not be covered by the Insurer.

b) Death or sudden illness (necessarily followed by outpatient treatment or Emergency Hospitalization and further inpatient treatment) suffered by a Close Relative of the Insured Person's spouse.

c) Damage to, or loss of, Insured Person's property (other than a transportation vehicle) as a result of a natural disaster, flooding, accident involving utility facilities, road accident, or third parties' acts, including acts resulting in fire, as a result of which substantial damage has been caused to the Insured Person (destruction of more than 70% of the property) and which has/have significantly affected the Insured Person's financial condition, or which, in accordance with the laws of the Russian Federation, require the Insured Person's presence at the Place of Permanent Residence or at any other location, other than the Trip area;

d) The need for the Insured Person to personally participate in any criminal and/or administrative legal proceedings instituted during the Period of Insurance, either as an injured party, witness, and/or expert.

Where the Insured Person participates in any criminal and/or administrative legal proceedings as a suspect/accused or as an attorney and/or in connection with the discharge by the Insured Person of his/her professional or employment duties, this shall not constitute an Insurance event, and Insured Person's Expenses shall not be covered by the Insurer.

e) The Insured Person or his/her Close Relative, or any other third party traveling with the Insured Person and named together with him/her in the same agreement with a travel agent or who has intended to stay with him/her in the same booked and prepaid hotel room, apartment, etc., is denied an entry visa, or is granted an entry visa with a delay, or is granted a visa for any dates other than the dates requested, provided that the necessary documents for visa had been submitted in due time

and the consulate's relevant requirements to such documents had been met, and further provided that none of the intended Trip participants had previously been denied a visa to the country/countries of the intended Trip (unless such denial has been cancelled or more than 3 months have expired after the denial date); or the Insured Person or his/her Close Relative, or any other third party traveling together with the Insured Person returns from the Trip ahead of schedule after being denied entry to the intended country of temporary stay, as evidenced by the lack, in the international passport of the Insured Person or his/her Close Relative, or any other third party traveling together with the Insured Person, of the relevant immigration control stamps showing that he/she entered the country, and/or by a declaration of denial of entry to the intended country of temporary stay.

The issuance of an entry visa to another individual instead of the Insured Person, any spelling errors in Insured Person's details, loss of documents submitted for visa, and the like shall not constitute an Insurance event under these Terms and Conditions;

f) The Insured Person returns from the Trip to the Country of Permanent Residence ahead of schedule due to an illness (necessarily to be followed by emergency hospitalization) and/or death of an Insured Person's Close Relative or of a Close Relative of the Insured Person's spouse in the Country of Permanent Residence;

g) The Insured Person's delay in returning from the Trip due to death or sudden illness (necessarily to be followed by emergency hospitalization) of, or an Accident with, a Close Relative traveling together with the Insured Person or any other third party traveling together with the Insured Person and named together with him/her in the same agreement with a travel agent or staying with him/her in the same booked and prepaid hotel room, apartment, or named together with him/her in the same policy.

h) Machine breakdowns or failures, or other force majeure events involving the relevant water transport vehicle (cruise liner, boat, ice breaker, motor ship, yacht, etc.) operating the scheduled route, resulting in the Trip cancellation or interruption.

i) Natural Disasters or their consequences, or adverse weather conditions, which effectively prevent the Insured Person from taking the scheduled Trip due to flight or ground transportation services delay or cancellation for more than two (2) days, either at the place or in the country/region of permanent residence or at the place or in the country/region of the intended Trip, or if such Natural Disasters occur during the Insured Person's Trip, as a result of which the Insured Person is prevented from returning to the Place of Permanent Residence on time. Subjective attitude (such as fear, etc.) by the Insured Person to a situation in the country of temporary stay shall not constitute an Insurance event and shall not be covered by the insurance policy (contract).

33.3. For the purposes of a) to h) of clause 33.2, "Close Relatives" shall mean the father, mother, children (including adoptees or persons put under one's care or guardianship), lawful spouse, full siblings, grandparents, and grandchildren.

## **34. EXPENSES COVERED BY THE INSURER**

34.1. Upon the Insurance event of an event referred to in clause 16.2 above, the Insurer shall cover Expenses (losses) incurred by the Insured Person as a result of a Trip cancellation, interruption, or delay, namely:

34.1.1. Losses incurred by the Insured Person due to any event referred to in a), b), c), or d) of clause 33.2 above, as related to tickets cancellation, hotel booking cancellation, or cancellation of any other Trip-related services (such as transfer, etc.) prepaid by the Insured Person, provided that the relevant Expenses are non-refundable (or partially refundable) and supported by the appropriate documents issued by the Carrier, consulate, hotel, etc., which shall be supported by the appropriate documents.



34.1.2. Expenses incurred by the Insured Person due to any event referred to in e) of clause 16.2 above, as related to the payment of the consulate fee charged by the embassy of the country of destination, as well as additional Expenses for the purchase/exchange of airline, railway, or other transport tickets, and payment for ground services, hotel, apartment or any other accommodation, provided that the relevant Expenses are non-refundable (or partially refundable) and supported by the appropriate documents issued by the relevant Carrier, consulate, hotel, etc., which shall be supported by the appropriate documents.

34.1.3 Expenses incurred by the Insured Person as a result of the Trip interruption caused by an event referred to in f) of clause 16.2 above, in the amount not exceeding the coverage amount set out in the insurance contract. In this case, the Insurer shall cover Expenses for purchasing economy class tickets, sending a single Urgent Notification (by telephone, fax, cable), as well as a confirmed portion of the hotel, apartment or any other accommodation costs for the remaining period of stay outside the Place of Permanent Residence. Expenses for the purchase of travel document shall only be covered if the original ticket is non-refundable. Where the tickets are reissued, the Insurer shall cover duly documented and reasonable Expenses for such reissuance of the tickets;

34.1.4 Duly documented Expenses incurred by the Insured Person as a result of the Trip delay caused by an event referred to in g) of clause 16.2 above, in the amount not exceeding the coverage amount set out in the insurance contract. In this case, the Insurer shall cover the Insured Person's Expenses for staying at a hotel rated no more than three -star or at an apartment (other than luxury apartments), etc. for a period of no more than three (3) days, as well as Expenses for purchasing economy class tickets and sending a single Urgent Notification (by telephone, fax, or cable), unless otherwise provided for by the insurance contract. Expenses for the purchase of travel document shall only be covered if the original ticket is non-refundable. Where the tickets are reissued, the Insurer shall cover duly documented and reasonable Expenses for such reissuance of the tickets;

34.1.5 Losses (Expenses) incurred by the Insured Person due to an event referred to in h) of clause 16.2 above, in the amount not exceeding the coverage amount set out in the insurance contract (for Trip cancellations), or in the amount not exceeding the confirmed cabin accommodation costs for the remaining period of stay outside the Place of Permanent Residence, and Expenses for the purchase of new (or reissuance of existing) airline or railway tickets due to the need to return to the Place of Permanent Residence (for Trip interruptions), as the case may be.

34.1.6. Losses incurred by the Insured Person due to any event referred to in i) of clause 16.2 above (Trip cancellation, in the amount not exceeding the coverage amount set out in the insurance contract), as related to tickets cancellation, hotel booking cancellation, or cancellation of any other Trip-related services (such as transfer, etc.) prepaid by the Insured Person, provided that the relevant Expenses are non-refundable (or partially refundable) and supported by the appropriate documents issued by the Carrier, consulate, hotel, etc., but in any event no more than the RUB equivalent of USD/EUR 200;

Upon early return of the Insured Person from the Trip – up to the confirmed portion of the hotel, apartment or any other accommodation costs for the remaining period of stay outside the Place of Permanent Residence, but in any event no more than the RUB equivalent of USD/EUR 200.

## **35. EXPENSES NOT COVERED BY THE INSURER**

35.1. Upon the Insurance event during a Trip of an event referred to in clause 33.2 above, the Insurer shall not cover Expenses (losses) incurred by the Insured Person as a result of a Trip cancellation, interruption, or delay as a result of:

35.1.1 The Insured Person, or his/her Close Relative, or a Close Relative of the Insured Person's spouse being under the influence of alcohol, drug, or any other intoxication;

35.1.2. Willful acts or gross negligence on the part of the Insured Person or Beneficiary, or his/her Close Relative, or a Close Relative of the Insured Person's spouse, or any interested third party

traveling (or who has intended to travel) together with the Insured Person and named together with him/her in the same agreement with a travel agent or staying (or who has intended to stay) with him/her in the same booked and prepaid hotel room, apartment, etc., if such behavior has been aimed at causing the Insurance event;

35.1.3. Suicide or attempted suicide by the Insured Person, or his/her Close Relative, or a Close Relative of the Insured Person's spouse, and/or any other third party traveling (or who has intended to travel) together with the Insured Person and named together with him/her in the same agreement with a travel agent or staying (or who has intended to stay) with him/her in the same booked and prepaid hotel room, apartment, etc.;

35.1.4 Natural disasters or their consequences, or weather conditions (this exclusion shall not apply to events referred to in c) and i) of clause 16.2 above);

35.1.4.1. However, the above exclusion will apply to i) of clause 33.2 above, if it is found that the Insured Person purchased the Trip after the Insurance event of the Natural Disaster or its consequences, or after the Insurance event of such adverse weather conditions at the place or in the country/region of permanent residence or at the place or in the country/region of the intended Trip.

35.1.5 Acts by any regulatory or administrative authorities, save for cases referred to in d) of clause 33.2 above;

35.1.6 Entry visa denial, provided that the Insured Person or his/her Close Relative, or any third party traveling (or who has intended to travel) together with the Insured Person, and named together with him/her in the same agreement with a travel agent or who has intended to stay with him/her in the same booked and prepaid hotel room, apartment, etc., had previously been denied a visa to the country/countries of the intended Trip (unless such denial has been cancelled or more than 3 months have expired after the denial date), or committed a violation of visa rules (including failure to meet the consulate's necessary requirements to documents for visa), or been held liable under the criminal, administrative or any other laws of the country of stay;

35.1.7. Wrongful Behavior on the part of the Insured Person, his/her Close Relative, or a Close Relative of the Insured Person's spouse, or any other third party traveling (or who has intended to travel) together with the Insured Person and named together with him/her in the same agreement with a travel agent or staying (or who has intended to stay) with him/her in the same booked and prepaid hotel room, apartment, etc., if such behavior constitutes the ground for a Trip cancellation (interruption);

35.1.8. flight of the Insured Person, his/her Close Relative, or a Close Relative of the Insured Person's spouse, or any other third party traveling (or who has intended to travel) together with the Insured Person and named together with him/her in the same agreement with a travel agent or staying (or who has intended to stay) with him/her in the same booked and prepaid hotel room, apartment, etc., before traveling on any aircraft, including non -motorized, except the flight as a passenger on an aircraft of the civil aviation flown by a professional pilot;

35.1.9. Parachute jumps of the Insured Person, his/her Close Relative, or a Close Relative of the Insured Person's spouse, or any other third party traveling (or who has intended to travel) together with the Insured Person and named together with him/her in the same agreement with a travel agent or staying (or who has intended to stay) with him/her in the same booked and prepaid hotel room, apartment, etc., performed before traveling;

35.1.10 Liquidation/bankruptcy/insolvency of the tour operator/travel agent, hotel, etc., or their absence at the address known to the Insurer;

35.1.11 Non-performance or improper performance by the tour operator/travel agent, hotel, etc. of their obligations;

35.1.12. Aggravation or complications of an existing cancer disease suffered by the Insured Person, his/her Close Relative, or a Close Relative of the Insured Person's spouse, or any other third party traveling (or who has intended to travel) together with the Insured Person and named together with him/her in the same agreement with a travel agent or staying (or who has intended to stay) with

him/her in the same booked and prepaid hotel room, apartment, etc., or a cancer disease diagnosed in either of them for the first time;

35.1.13. Convulsions, epilepsy, mental and behavioral disorders, neurotic disorders (such as panic attacks, depressions, hysteria, etc.), episodic and paroxysmal disorders of the nervous system, sleep disorders, demyelinating diseases of the nervous system, or their complications or any other consequences (traumas, diseases, or death) suffered by the Insured Person, his/her Close Relative, or a Close Relative of the Insured Person's spouse;

35.1.14. Virulent disease suffered by the Insured Person, his/her Close Relative, or a Close Relative of the Insured Person's spouse, or any other third party traveling (or who has intended to travel) together with the Insured Person and named together with him/her in the same agreement with a travel agent or staying (or who has intended to stay) with him/her in the same booked and prepaid hotel room, apartment, etc., which can be prevented with the help of preliminary vaccination and/or is a result of breach of preventive and quarantine measures after the contact with a vehicle of disease;

35.1.15 Self-medication or prescription and administration of treatment by an Insured Person's family member (other than a qualified professional); or

35.1.16 Failure to comply with any of the consulate's requirements to be complied with for the purpose of getting a visa by the Insured Person or his/her Close Relative, or any other third party traveling (or who has intended to travel) together with the Insured Person and named together with him/her in the same agreement with a travel agent or staying (or who has intended to stay) with him/her in the same booked and prepaid hotel room, apartment, etc.

## **36. INSURANCE BENEFIT PAYMENT PROCEDURE**

36.1. Upon the Insurance event of an event referred to in clause 33.2 above, the Insured Person shall report the Insurance event to the Insurer in writing, no earlier than the expected Trip commencement date. The report shall indicate the nature and circumstances of the Insurance event, the intermediary who assembled the tourist group or the address of the hotel, apartment, etc. The following documents shall accompany the report (certified translations of original documents drawn up in a language other than Russian, German or English, as appropriate):

36.1.1 Original insurance contract (policy) or a copy thereof; original insurance -related information (if any) or a copy thereof; 36.1.1.1 A copy of all pages (including blank ones) of the Insured Person's international passport (in the event of a visa denial or delay); or a copy of the first page of the international passport with the stamps evidencing that the Insured Person crossed the border around the period of the Insurance event (in the event of a Trip interruption or delay);

36.1.1.2 A copy of the Child's birth certificate (if Expenses are related to the provision of services to a Child);

36.1.1.3 Documents proving a kinship between the Insured Person and his/her Close Relative (if the Insurance event happened to an Insured Person's Close Relative or one of the Insured Persons traveling on the Trip), or a copy of such documents;

36.1.2 Original travel services agreement (or a copy thereof), confirmation of the hotel, apartment, etc. booking and prepayment, and documents confirming that the Trip has been paid for (or a copy of such documents);

36.1.3 Documents evidencing the refund by the travel agent to the Insured Person of a portion of the payment under the travel services agreement/booking terms and conditions (refund calculation and a document evidencing the payout of the refund money);

36.1.4 Documents issued by the Carrier, consulate, hotel, or any other organization that provided services to the Insured Person for the arrangement of the Trip abroad, as evidencing the losses incurred as a result of the cancellation of the paid services;

36.1.5 Documents and information required to identify the nature of the Insurance event, namely:

- a) In the event of a Trip cancellation due to a sickness, injury, or death – the following original documents or their copies: a Certificate of Sickness of the prescribed form, an excerpt from the outpatient's (inpatient's) medical information card, or a medical certificate stating the diagnosis, the discharge summary issued by an official medical facility (inpatient facility) stating the circumstances of the injury (for injuries), detailed diagnosis, treatment dates, and treatment and diagnostic measures taken; a copy of the certificate of death; and a copy of the medical certificate of the cause of death;
- b) In the event of a Trip cancellation due to damage to, or loss of, Insured Person's property – original police reports (or reports issued by the relevant administrative authorities) proving such damages (or a copy of such reports);
- c) In the event of a Trip cancellation due to participation in legal proceedings – an original summons (or a copy thereof) and a court order, decision, or ruling (or a copy thereof attested by the court);
- d) In the event of an entry visa denial – an official notice of visa denial (if any) issued by the consulate and a copy of all pages (including blank ones) of the Insured Person's international passport;
- e) If an entry visa with is granted with a delay or granted for any dates other than the dates requested – a copy of all pages (including blank ones) of the Insured Person's international passport;
- f) Where the Insured Person returns from the Trip ahead of schedule due to a denial of entry to the intended country of temporary stay – a duly documented confirmation of such denial, as well as the airline ticket and boarding pass evidencing both the Insured Person's arrival at the intended country of temporary stay and his/her return to the territory of the Place of Permanent Residence, such airline ticket and boarding pass to be dated by the date of arrival or by the date next to the date of arrival.

36.1.6 Where the Insured Person returns from the Trip ahead of schedule due to a reason referred to in f) of clause 32.2 above, the Insured Person shall submit the following documents: the tickets and documents proving their cost, or documents proving the cost of their reissuance; a document proving the cost of sending a single Urgent Notification; and a document proving the cost of the remaining period of stay at the hotel.

36.1.7 Where the Trip is delayed due to a reason referred to in g) of clause 33.2 above, the Insured Person shall submit the following documents: the tickets and documents proving their cost, or documents proving the cost of their reissuance; a document proving the cost of sending a single Urgent Notification; and a document proving the cost of hotel accommodation purchased additionally.

36.1.8 Where the scheduled Trip is cancelled, or where the Insured Person returns from the Trip ahead of schedule due to a reason referred to in h) of clause 33.2 above, the Insured Person shall submit the following documents: documents proving the cruise interruption caused by machine breakdowns or failures, or other force majeure events involving the relevant water transport vehicle (cruise liner, boat, ice breaker, motor ship, yacht, etc.) operating the scheduled route; documents proving the payment for the cabin accommodation during the Trip; and the tickets and documents proving their cost, or documents proving the cost of their reissuance.

36.1.9 Where the scheduled Trip is cancelled, or where the Insured Person returns from the Trip ahead of schedule due to a reason referred to in h) of clause 33.2 above, the Insured Person shall submit the following documents: documents issued by transport companies and/or any other competent bodies, which confirm the Insurance event of natural disasters and/or adverse weather conditions preventing planned trip and/or its interruption or delay.

36.1.10. An insurance benefit in the form of compensation of Insured Person's Expenses shall be paid by the Insurer upon receipt of all of the documents requested (including their certified translations, if necessary), within the time limits set forth by the insurance contract, but in any event

no later than thirty (30) business days upon submission of all necessary documents.

36.1.11. The Insurer may officially request from the tour operator/travel agent/hotel, etc. information required to assess or confirm the Expenses incurred by the Policyholder (Insured Person), as well as the originals of the earlier submitted copies of the documents and further information related to the Insurance event.

36.1.12. The Policyholder (Insured Person) shall immediately notify the tour operator/travel agent/hotel, etc. of the Trip cancellation or changes in the Trip dates to minimize, as much as possible, any penalties payable under the travel services agreement/booking terms and conditions.