

**VOLUNTARY ACCIDENT INSURANCE POLICY
FOR THE INSURANCE PRODUCT “ACCIDENT F, R, B”
(PUBLIC OFFER AGREEMENT)**

No. 402

City of Kyiv

22th January 2020

This Voluntary Accident Insurance Policy for the insurance product “Accident F, R, B” (hereinafter referred to as the “Insurance Policy”) is a public offer of the ADDITIONAL LIABILITY COMPANY “INSURANCE COMPANY “EKTA” (legal entity code under the Unified Register of Legal Entities, Individual Entrepreneurs and Public Organizations – 42509958, hereinafter the “Insurer”), which is addressed to an undefined circle of capable individuals (hereinafter the “Insurees”).

This Voluntary Accident Insurance Policy consists of two parts, the Policy and the Public Offer Agreement.

I. GENERAL PROVISIONS

1.1. Insurance Policy is public pursuant to Articles 633 and 641, 642 of the Civil Code of Ukraine, and its terms and conditions are the same for all the Insurees. The terms and conditions hereof are automatically, unconditionally accepted by the Insuree through acceptance of the present offer (conclusion of the Voluntary Insurance Policy; performance of actions, testifying the conclusion of the Voluntary Insurance Policy).

1.2 An unconditional acceptance of the Insurance Policy by the Insuree shall be deemed the payment of the insurance premium in full to the current account or to the cash desk of the Insurance Agent. Performance of the mentioned actions means acceptance by the Insuree of all terms and conditions of the Insurance Policy. After the acceptance and entry into force of the Insurance Policy, the person shall acquire the status of the Insuree.

1.3. Having accepted this offer, the Insuree (the Insured Person) confirms that they are acquainted and they agree with the terms and conditions of the Insurance Policy and the Insurance Rules; that they are acquainted with the rights and information about financial service that is offered in full according to the current legislation of Ukraine, and also they give full, termless, irrevocable consent to collection and processing of personal data in accordance with the legislation of Ukraine on protection of personal data and they are informed that personal data will be included into the database of personal data. Collection and processing of personal data is carried out in order to ensure implementation of relations during conclusion and execution hereof, implementation of the Insurer's activity and related financial and economic activities in accordance with the current legislation of Ukraine regulating these activities. This consent also applies to the processing of personal data by any third parties that are granted such right in accordance with the Insurance Policy and the legislation of Ukraine.

1.4. The acceptance of the terms and conditions of the Insurance Policy is complete and unconditional. Such acceptance also testifies to the fact that the Insuree understands the meaning of their actions; that all the terms and conditions hereof are clear to them; that the Insuree is not influenced by delusion, deceit, violence, threat, etc.

1.5. The terms and conditions of the Insurance Policy are publicly available and are communicated by the Insurer to all Insurees who sign the Agreement, as well as are available round the clock on the Insurer's website at: <https://ic-ekta.com/>

1.6. The Insurance Policy shall be considered signed by the authorized representative of the Insurer by setting the signature and seal to the Public Offer Agreement. The Insurance Policy is considered to be signed by the Insuree by way of signing the Policy.

1.7. The Insurance Agent may act on behalf of the Insurer, acts on the basis and on the terms and conditions defined in the Agency Agreement entered into with the Insurer. The Insurance Agent performs a part of the Insurer's insurance activity and can conclude insurance policies, receive insurance premiums.

1.8. Insurance is conducted according to this Insurance Policy, under the license for Voluntary Accident Insurance issued by the National Commission on State Regulation in the Sphere of Financial Services Markets of Ukraine, pursuant to the Rules of Voluntary Accident Insurance, registered in the National Commission on State Regulation in the Sphere of Financial Services Markets of Ukraine, Order No. 521 dated 4th April 2019, the Law of Ukraine "On Insurance", Law of Ukraine "On Financial Services and State Regulation of Financial Services Markets" and other regulatory legal provisions of Ukraine in the sphere of insurance.

2. TERMS AND DEFINITIONS

2.1. **Beneficiary** shall mean an individual determined by the Insuree (by agreement of the Insured Person) in the insurance policy as a person who is entitled to receive the insurance compensation upon occurrence of an insured event. The Insuree has no right to replace the Beneficiary before the occurrence of the insured event. The beneficiary hereunder is the Insuree (the Insured), unless otherwise stipulated in the Policy. In case of death of the Insuree (the Insured Person), the insurance coverage is received by heirs of the Insuree (the Insured) according to the law, testament or inheritance contract.

2.2. The **Insured Person** shall mean an individual whose property interests, related to life, health and working ability, are the subject of an insurance policy, and in favor of who the Insuree has concluded an insurance policy with the Insurer only with their consent, and who can acquire the rights and obligations of the Insuree under the insurance policy.

2.3 **External Factors** shall mean lightning strike, fall of the Insured Person.

2.4 **Accident** shall mean a sudden, short-term, unforeseen and independent of the Insured's will event, which has occurred as a result of the influence of External Factors and has led to a permanent health disorder (disability) of the Insured Person and/or their death.

2.5. **Insurance Rules (hereinafter the "Rules")** shall mean Rules of Voluntary Insurance of the Insurer, duly registered with the National Commission on State Regulation in the Sphere of Financial Services Markets of Ukraine, on the basis of which the Insurer enters into insurance policies.

2.6. **Travel Ticket** shall mean a visual form of an electronic travel document for a plane, train or bus, printed on paper or saved as a sequence of e-data (on a smartphone, tablet, etc.) and purchased by the Insuree on the Insurer's website: tickets.ua.

2.7. The **Insurees** shall mean capable individuals, residents and non-residents of Ukraine, who enter into voluntary accident insurance policies with the Insurer.

2.8. **Insured risk** shall mean a certain event, in case of which the insurance is performed and which has signs of probability and accidental occurrence.

2.9. **Insured Event** shall mean an event stipulated in the insurance policy, which took place during the validity of the insurance policy and which is not subject to the insurance exclusions or limitations provided for by the current legislation and/or terms and conditions of the insurance

policy, and upon occurrence of which the Insurer's obligation to make insurance compensation to the Insuree (Beneficiary) arises.

2.10. **Insurance coverage** is a sum of money, within the limits of which the Insurer, in accordance with the terms and conditions of the insurance policy, is obliged to pay the insurance compensation upon occurrence of the insured event.

2.11. **Insurance rate** shall mean a rate of insurance premium per unit of the Insurance coverage for a certain period of insurance.

2.12. **Insurance premium (insurance fee)** is a payment for insurance, which the Insuree is obliged to pay to the Insurer in accordance with the terms and conditions of the insurance policy.

2.13. **Insurance compensation** shall mean an amount of money, within the limits of the insurance coverage established by the insurance policy, which the Insurer, according to the terms and conditions of the insurance policy, is obliged to pay to the Insured Person (Beneficiary) in case of occurrence of the insured event.

2.14. **Family Members of the Insuree** shall mean the Insuree's wife or husband (cohabitee/cohabitant), children (including adopted children), parents, grandparents, brothers (sisters), grandchildren of both the Insuree and their spouse and other dependents of the Insuree, as well as persons living with the Insuree and/or sharing household with the Insuree.

3. SUBJECT MATTER OF THE INSURANCE POLICY

3.1 The subject matter of the Agreement are property interests related to life, health and working capacity of the Insuree (the Insured Person) that do not contradict the legislation of Ukraine.

3.2. Persons may be insured from 1 to 70 years of age.

3.3. Persons who at the moment of the insurance policy conclusion are disabled of I, II, III groups, as well as persons registered in narcological, psycho-neurological dispensaries, AIDS prevention and control centers cannot be insured.

4. INSURANCE PREMIUM AND TERM FOR ITS PAYMENT. FRANCHISE

4.1. The Insurance Premium shall be paid by the Insuree to the current account of the Insurance Agent or through electronic payment systems when purchasing a Travel Ticket via the website of the Insurance Agent if the Insuree discovers a desire to accept this Agreement.

4.2 This Agreement shall come into force and shall be deemed concluded after the Insuree has paid the insurance premium in full according to the procedure established by this Agreement.

4.3 The deductible franchise is 0%.

4.4. Payment of the insurance premium hereunder is made in the national currency of Ukraine – hryvnia (UAH).

5. INSURED RISKS AND INSURED EVENTS

5.1. The Insured Risk is an unexpected and unintentional event, which may occur with certain probability in the validity period of the insurance policy in the territory of validity of the insurance policy as a result of influence of External Factors, and the consequence of which is the Insuree's (the Insured Person's) health damage and/or their death.

5.2. The Insured Events hereunder are the events that are not subject to the insurance exclusions or limitations; that have occurred as a result of an Accident that occurred during the validity period of the insurance policy, namely:

5.2.1 Death of the Insuree (the Insured Person) as a result of an Accident that occurred during the validity period of the insurance policy.

5.2.2 Establishing the Insured's disability due to an Accident that occurred during the validity period of the insurance policy.

6. INSURANCE EXCLUSIONS AND LIMITATIONS

6.1 The Insured Events do not include, and insurance coverage is not paid if a permanent health disorder (disability) or death of the Insuree (the Insured Person) occurred as a result of:

6.1.1 Events that occurred before the validity of the insurance policy and after its expiration.

6.1.2. Events that occurred outside the territory of the Policy.

6.1.3 Performing a crime by the Insuree (the Insured Person), preparing for or attempting to commit a crime.

6.1.4. Any actions of the Insuree (the Insured Person) performed by them in the state of alcohol intoxication (including when using any substances for the purpose of intoxication) or under the influence of narcotic or toxic substances.

6.1.5. Mental disorder or loss of consciousness, including circumstances caused by intoxication, brain hemorrhage, epileptic seizure or other convulsions covering the whole body of the Insuree (the Insured Person).

6.1.6 Poisoning with narcotic or toxic substances, alcohol or other substances that were used by the Insuree (the Insured Person) for the purpose of intoxication.

6.1.7. Suicide of the Insuree (the Insured Person), attempted suicide or deliberate infliction of bodily harm by the Insuree (the Insured Person) on himself or herself, regardless of the degree of his or her atrocity. Thus, the specified actions of the Insuree (the Insured Person) are recognized as such only based on the decision of competent authorities proving what has been done.

6.1.8. Events that occurred during arrest, detention, imprisonment of the Insuree (the Insured Person).

6.1.9 Events that occurred as a result of influence of factors, which are not External Factors.

6.1.10. Self-treatment or other medical intervention carried out by the Insuree (the Insured Person) or by other persons on their behalf (without medical appointment of a doctor).

6.1.11. Strikes, riots, internal disturbances, sabotage, acts of terrorism, hostilities, civil war or war with other states.

6.1.12. Exposure to radioactive radiation, materials of nuclear weapon, ionizing radiation or radioactive contamination from any nuclear fuel or any nuclear waste, from burning nuclear fuel.

6.1.13. Conscious stay of the Insuree (the Insured Person) in places known in advance as dangerous for life.

6.1.14. Any disease (chronic, sudden, infectious, including but not limited to: as a result of food toxicoinfection, tetanus, rabies, tick-borne encephalitis and other diseases transmitted through bites of animals and insects).

7. RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1. The Parties shall comply with the terms and conditions of the insurance policy and the Rules.

7.2 The Insuree shall have the right:

7.2.1. To conclude with the Insurer the personal insurance policy and/or the third parties (the Insured Person) insurance policies with their consent.

7.2.3. To appoint individuals (Beneficiaries) who may incur losses due to an Insured Event, in the insurance policy to receive the insurance compensation.

7.2.4. In case of loss of the insurance policy during its validity period, to apply to the Insurer with a written application for issuance of its duplicate.

7.2.5. To receive insurance compensation in case of occurrence of the Insured Event on the terms of the insurance policy.

7.2.6 To appeal against the refusal of the Insurer to carry out the insurance compensation and / or its amount in the order prescribed by the current legislation of Ukraine.

7.3. The Insuree shall:

7.3.1. provide the Insurer at conclusion of the insurance policy with all the necessary reliable information that is essential for the assessment of the Insured Risk and conclusion of the policy. As well as the Insuree shall inform the Insurer about the increase of the risk level during the validity period of the Insurance Policy.

7.3.2 inform the Insurer about other valid insurance policy concerning the subject matter hereof when concluding this insurance policy.

7.3.3 Timely pay insurance premiums in the amount and manner stipulated in the insurance policy.

7.3.4. Inform the Insured Person about the terms and conditions of the accident insurance policy, as well as about the Insured Person's actions in case of occurrence of an Insured Event.

7.3.5. Take all possible measures and actions, including those recommended by the Insurer, in order to prevent and reduce the amount of losses caused as a result of occurrence of an event, which can be recognized as an Insured Event and to prevent the increase of the risk level.

7.3.6. Inform the Insurer about the occurrence of the Insured Event within the period stipulated in the insurance policy.

7.3.7. Act in accordance with the terms of the insurance policy, upon occurrence of the event, which can be recognized as an Insured Event.

7.3.8. Observe confidentiality in relations with the Insurer; prevent transfer of information, which is a commercial secret, to unauthorized persons.

7.3.9. Return the insurance compensation, which has already been received by the Insuree, in case of occurrence of the relevant circumstances stipulated by the current legislation of Ukraine, Rules and/or insurance policy, depriving the Insuree of the right to receive the insurance compensation within the period stipulated by the Insurance Rules.

7.4. The Insurer has the right:

7.4.1. to check the reliability of the information provided to the Insurer by the Insuree, to demand additional documents important for determining the risk level, as well as to check the documentation of the Insuree in the part concerning the insurance policy at any time of its validity.

7.4.2. to change the terms and conditions of the insurance policy on the terms and conditions stipulated in the Rules.

7.4.3. To find out the reasons and circumstances of the Insured Event independently, to demand from the Insuree the information necessary to establish the fact and circumstances of the Insured Event or the amount of insurance compensation without waiting for the Insuree's notification about the occurrence of the event, which can be recognized as the Insured Event.

7.4.4. To make inquiries to the competent authorities to ask for the relevant documents and information confirming the fact and reason of occurrence of the Insured Event.

7.4.5 To refuse or delay the payment of the insurance compensation in the cases stipulated by the Rules and/or the insurance policy.

7.4.6. To demand the return of the insurance compensation that has already been paid to the Insuree, in case of occurrence of the corresponding circumstances provided for by the current legislation of Ukraine, conditions of the Rules and/or insurance policy.

7.4.7. To require the recognition of the insurance policy as invalid, to refuse the payment of the insurance compensation in whole or in part if the Insuree failed to fulfill their obligations under the insurance policy, provided forged documents, incorrect information and concealed the information or caused deliberate actions in order to increase the loss or unjustified increase of the insurance compensation.

7.5. The Insurer shall:

7.5.1. Acquaint the Insuree with the terms and conditions and the Insurance Rules.

7.5.2 Renew the insurance policy with the Insuree at the Insuree's application if the Insuree implements measures that have reduced the insured risk.

7.5.3. Make the insurance compensation within the period stipulated in the insurance policy in case of occurrence of the Insured Event.

7.5.4. Notify the Insuree in writing with reasoned justification of the refusal in case of refusal to make the insurance compensation.

7.5.5. Not disclose information about the Insuree and their property status, except for the cases stipulated by law.

8. THE INSUREE'S ACTIONS IN CASE OF AN INSURED EVENT

8.1. In case of an event that could be recognized as an insured event, the Insuree (the Insured Person, Beneficiary) shall:

8.1.1. Apply for medical care to a medical institution (hospital, trauma center).

8.1.2. Follow the doctor's prescription, make every effort to minimize the consequences of the accident, take all possible measures to prevent and reduce the amount of damage.

8.1.3. Immediately, but in any case not later than 48 hours, inform the Insurer on the fact and circumstances of the event, which can be recognized as an insured event, receive and follow his recommendations for further action.

8.1.4. If such notification was made by telephone, the Insuree (the Insured Person, Beneficiary) must confirm such notification in writing within 72 hours from the date of its implementation.

8.1.5. Provide the Insurer or its representatives with the opportunity to investigate the circumstances and causes of the event that may be recognized as an insured event, and to establish the amount of insurance payment, to participate in measures to reduce damage.

8.1.6. Notify (provide) the Insurer with all information relevant to the insured event, take measures for the collection and transfer to the Insurer of all necessary documents to decide on the insurance compensation and its amount.

8.1.7. Notify the Insurer within 48 hours of the deterioration of health or death of the Insuree (the Insured Person), if previously notified only of disability or health disorder.

8.1.8. Notify the employees of the medical institution (doctor) on the insurance and the possibility of contacting the Insurer with requests for additional information necessary to clarify the circumstances and causes of the insured event.

9. LIST OF DOCUMENTS CONFIRMING THE INSURED EVENT OCCURRENCE AND THE AMOUNT OF LOSSES

9.1. In order to receive the insurance payment, the Insuree (the Insured Person, Beneficiary) must, within 15 (fifteen) calendar days from the date of receipt, provide the Insurer with originals or duly certified copies of the following documents confirming the fact of the insured event occurrence, its causes:

9.1.1 Written application for insurance payment.

9.1.2 The original of the insurance agreement (policy) owned by the Insuree.

9.1.3. Accident report (NT form) or a document from the competent authorities confirming the fact of the accident occurrence.

9.1.4. In case of determining the Insuree's (the Insured Person's) disability:

a) Certificate from the medical and social expert commission on the the disability group (for children - opinion of the Medical Advisory Commission in case of persistent health disorder);

b) Certificate of the competent authorities on the disability reason.

9.1.5 In case of death of the Insuree (the Insured Person):

a) the original or notarized copy of the death certificate;

b) materials of the competent authorities for investigation of the causes of death;

c) original document certifying the right to inheritance of the person, who applied for the insurance payment.

9.1.6 Other documents or information at the Insurer's request, taking into account the peculiarities of a particular insured event, which are necessary to clarify the circumstances and causes of the insured event. The Insurer has the right to prolong the term for such documents provision, as it is stated in the Insurer's written notification.

9.1.7. Failure to submit such documents gives the Insurer the right to refuse the insurance payment.

9.1.8 Documents that are submitted to receive the insurance compensation must be authentic, submitted in the amount required by the Insurer, executed and certified properly.

10. PROCEDURE AND CONDITIONS FOR MAKING INSURANCE PAYMENT

10.1. Insurance compensation is carried out by the Insurer on the basis of written application of the Insuree (the Insured Person, Beneficiary) and insurance act drawn up by the Insurer.

10.2. Within 15 (fifteen) working days from the date of receipt of all necessary documents and information on the circumstances of the insured event, the Insurer decides on the insurance compensation or refusal to pay and draws up the relevant insurance act.

10.3. If a decision to make an insurance compensation is made, it is made to the Insuree (the Insured Person, Beneficiary) within 15 (fifteen) working days from the date of drawing up the insurance act.

10.4. If a decision to refuse an insurance compensation is made, the Insurer shall notify the Insuree (the Insured Person, Beneficiary) in writing within 15 (fifteen) working days from the date of making such a decision, stating the reason for the refusal.

10.5. In case of a dispute between the parties as to the causes of the insured event, each party has the right to request an independent expert examination, which is carried out at the expense of the party requesting such an examination.

10.6. The Insurer has the right to defer the insurance compensation in case of:

10.6.1. If the Insurer has doubts as to the authenticity of the documents provided by the Insured, the term of decision on recognizing the event as insured shall be extended for the period of collection by the Insurer of necessary supporting documents from organizations, enterprises and institutions that possess necessary information, but this term may not exceed 90 (ninety)

days from the date of receipt of all necessary documents and information on the circumstances of the insured event and the amount of losses.

10.6.2. If on the basis of the documents provided it is impossible to establish the circumstances, causes of the insured event, the Insurer has the right to appoint an investigation or examination performed by an independent specialist (expert), having appropriate powers under the current legislation of Ukraine. The insurance act is drawn up by the Insurer not later than 15 (fifteen) working days after the Insurer receives the final results of such investigation or examination, but not later than 90 (ninety) calendar days from the date of receipt of all necessary documents and information on the circumstances of the insurance case.

10.6.3. If a criminal case has been initiated against the Insuree (the Insured Person) on the insured event and information has been entered into the Unified Register of Pre-trial Investigations - until the criminal case is closed or until the verdict (decision) of the court enters into legal force, but not for more than 6 (six) months.

10.6.4. The total amount of insurance payments for each Insured for one or more insured events occurred during the period of validity of the insurance policy may not exceed the insurance coverage determined by the insurance policy.

10.6.5 Upon occurrence of an insured event, the amount of insurance compensation is determined as follows:

- In case of death of the Insuree (the Insured Person) as a result of an accident - 100% of the insurance coverage.
- In case of disability to the Insuree (the Insured Person) as a result of an accident:
 - Group III - 30% of the insurance coverage;
 - Group II - 50% of the insurance coverage;
 - Group I - 70% of the insurance coverage.

10.6.6. The Insuree, the Insured Person or the Beneficiary shall return the received insurance compensation (or its relevant part) to the Insurer within 5 (five) working days, if it turns out that the law, the Rules and / or the terms of the insurance policy completely or partially deprive the Insuree or the Beneficiary of the right to insurance payment.

11. GROUNDS FOR REFUSAL OF INSURANCE COMPENSATION

11.1. The grounds for the Insurer's refusal for the insurance compensation are as follows:

11.1.1. Deliberate actions of the Insuree, the Insured Person (members of their families) or the Beneficiary, aimed at the occurrence of the insured event.

11.1.2. Committing an intentional crime by the Insuree, the Insured Person, members of their families or the Beneficiary that led to the occurrence of the insured event.

11.1.3. Submission by the Insuree (the Insured Person, Beneficiary) of knowingly false information on the subject of the insurance policy, the degree of insurance risk, the fact of the insured event or concealment of such information.

11.1.4. Fraud or other actions of the Insuree, the Insured Person (members of their families), aimed at obtaining illegal benefits from insurance.

11.1.5. Untimely notification by the Insuree (the Insured Person, Beneficiary) on the occurrence of the insured event or creation of obstacles to the Insurer in clarifying the circumstances of the insured event.

11.1.6. Failure to notify or untimely notification by the Insuree of the Insurer on the risk degree increase.

11.1.7. Failure of the Insuree (the Insured Person, Beneficiary) to fulfill any of the obligations specified in the insurance policy.

11.1.8. Failure of the Insuree (the Insured Person, Beneficiary) to provide documents confirming the occurrence of the insured event.

11.1.9. Receipt by the Insuree (the Insured Person, Beneficiary) of full compensation for damage from another third party. If the damage is partially reimbursed, the insurance compensation is paid less the amount received as compensation for the damage caused.

11.1.10. Cases provided for in clauses 3.2, 3.3 of the Policy.

11.1.11. Other cases provided by law.

12. TERRITORY AND TERM HEREOF, AMENDMENT AND TERMINATION PROCEDURE

12.1. The territory of the Insurance Policy is the airport, bus station, railway station of any country of the world, according to the data specified in the Travel Ticket. For Round Trip travel tickets or for tickets with transfers at the airport, bus station, train station, the territory is according to the first segment defined by the Travel ticket. For One-way travel tickets - the territory of the airport, bus station, railway station, which is indicated in the Travel ticket.

12.2. Term of the Insurance Policy - the agreement is valid until departure (according to the date and time specified in the Travel Ticket at the time of purchase by the Insuree of the Travel Ticket), and during the time specified in the Policy.

12.3. The Insurance Policy is considered concluded after the Insuree has paid the Insurance Premium in full in accordance with the procedure established by this Agreement.

12.4. The Insurance Policy is terminated and expires by agreement of the Parties, as well as in the case of:

12.4.1. expiration of its validity;

12.4.2. fulfillment of the Insurer's obligations to the Insuree in full;

12.4.3. non-payment / payment in full of the insurance premiums by the Insuree within the terms established hereby;

12.4.4. the Insuree's loss of legal capacity.

12.4.5. liquidation of the Insurer in accordance with the procedure established by the legislation of Ukraine;

12.4.6. making a court decision to declare the insurance policy invalid;

12.4.7. if the possibility of occurrence of the insured event has disappeared and the presence of the insured risk has disappeared due to circumstances other than the insured event.

12.5. Early termination hereof at the initiative of the Insuree or the Insurer is not provided.

12.6. The terms of the Insurance Policy are determined by the Insurer independently in accordance with the requirements of the current legislation of Ukraine. The Insurer reserves the right to make changes to the Policy (offer) from time to time. However, each Insuree shall be subject to the wording of the Policy, which was in force on the date of concluding hereof and such wording of the Policy shall remain in force until the Insurance Policy termination under the provisions of clause 12.3. hereof.

13. RESPONSIBILITIES OF THE PARTIES AND DISPUTES SETTLEMENT

13.1. The Agreement is subject to regulation and is interpreted under the current legislation of Ukraine.

13.2. Any disputes and disagreements directly or indirectly related to or arising out of the Agreement may be resolved by negotiation between the Parties.

13.3. Any dispute arising in connection herewith and / or in relation hereto, and which cannot be resolved by the Parties through negotiations, shall be submitted for consideration and final settlement to the judicial authorities of Ukraine under the current legislation of Ukraine.

14. FORCE MAJEURE

14.1. The Parties shall be released from liability for partial or complete non-performance of obligations hereunder if such non-performance is the result of force majeure or an event beyond the control of the Parties (fire, natural disaster, epidemics, war, military operations of any kind, blockades, strikes, etc.) (hereinafter “force majeure”).

14.2. If the above circumstances last for more than forty calendar days, each of the Parties has the right to terminate the further fulfillment of its obligations hereunder.

14.3. The Party for which force majeure has occurred, shall notify the other Party in writing within 3 (three) working days from the circumstances occurrence, indicating the approximate term (period) and expiration of force majeure, as well as take measures to reduce the losses of the other Party.

14.4. A proper proof of the existence of force majeure is a certificate issued by the Chamber of Commerce and Industry of Ukraine or another authorized state body.

15. MISCELLANEOUS

15.1. The Insuree (the Insured Person) agrees that in order to ensure the quality of insurance services, record of Insurees' notifications and carry out internal control, telephone conversations between the Insurer and the Insuree may be recorded.

15.2. On all issues not regulated by the Insurance Policy, the parties shall be guided by the Law of Ukraine "On Insurance" and the Insurance Rules.

Additional Liability Company "Insurance Company "EKTA"

Location: 03150, city of Kyiv, Dilova Street, building 5, building 2, letter B1

Identification code of the legal entity: 42509958

A/c UA 87 300346 000002650706193229 in JSC "ALFA-BANK"



 Director V. Spazhuk

