

HEALTH INSURANCE CONTRACT FOR PERSONS TRAVELLING WITHIN UKRAINE (MEDICAL EXPENSE INSURANCE CONTRACT)

Kyiv city

01/05/2023

This Offer is an official offer of NATIONAL JOINT STOCK INSURANCE COMPANY "ORANTA" (NASC "ORANTA") (hereinafter referred to as the Insurer), in the person of the Chairman of the Management Board Jacek Mejzner, who acts on the basis of the Charter, to natural persons (hereinafter referred to as the Insureds) regarding the conclusion with the Insurer Insurance contract for persons traveling in Ukraine (medical expenses insurance) (hereinafter - Insurance contract or Contract). On behalf of the Insurer, an insurance intermediary LLC «WELCOME TO UKRAINE», EDRPOU code: 44559356 (hereinafter referred to as the Attorney) may act on the basis and under the conditions specified in the Agency Agreement No. 08-03-19/03-23 dated 07/03/2023 concluded with the Insurer.

Insurance Contract, is concluded based on Licenses of the National Commission for Financial Services No. 198437 dated 23.06.2015 and the Rules for voluntary insurance of medical expenses (new version), approved by the order of the National Commission for Financial Services No. 2116038 dated 11.02.2016 (hereinafter - the Rules).

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

Insurance Certificate No. _____ dated _____			
The proposal (Offer) to conclude a health insurance contract for persons travelling within Ukraine (medical expense insurance contract) No. ____ of "___" _____ 2023 (hereinafter - the Offer) is an integral part of this insurance policy and together constitute a single document - the Insurance Contract. The offer is posted on the official website of the Insurer at the link: _____			
1. Insurer	NJSIC "ORANTA". Head Office: 7-D, Zdolbunivs`ka Str., Kyiv, Ukraine, 02081.		
2. Insured	Last name, first name, patronymic		Phone
	Address		Date of birth
	Identification code		Passport
3. Beneficiary	Not established		
4. Place of Contract	Ukraine with the exception of territories not under the control of the Ukrainian authorities, in accordance with the current legislation of Ukraine, taking into account clauses 4.3. and 4.4. of the Offer.		
5. Validity term	from	[Start of Insurance Contract's validity term]	to [End of Insurance Contract's validity term]
Insurance Contract shall be valid since start of Contract's validity term, but not earlier than 00:00 of the day following the day of receiving full insurance premium at Insurer's account, following the day of paying Insurance premium through other payment systems approved by laws of Ukraine, available and approved by Insurer.			
6. Insured sum, UAH	100 000 UAH per one Insured person		
7. Insurance rate, %			
8. Insurance premium, UAH			
9. Insured events:			
Voluntary Medical Expense Insurance	The Insured event is the case when Insured (Insured person) receives medical services, namely the provision of emergency medical aid and/or provision of urgent inpatient medical aid pursuant to request of Insured person, ensuring diagnostics and medicament treatment, which are required as a result of acute illness: COVID-2019 coronavirus infection.		
10. Insured persons:			
	Last name, first name, patronymic	Date of birth	Address
			Phone



00034186 - ПАТ "НАСК
"ОРАНТА"
№03-04-11/6 від 01.05.2023
КЕП (Підписання): Мейзнер
Я. Я. 01.05.2023 14:11
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11. Total Insured sum, UAH:	[100,000* number of Insured persons]		
13. Total Insurance premium, UAH		Date of premium payment	
14. Signature of Insured			

Upon the occurrence of an insured event, you must immediately contact the assisting company Garant ASSISTANCE by calling tel. **+38067 624 96 69, +38050 624 96 69, +38093 624 96 69** or by e-mail: **dms@oranta.ua**

Viber /WhatsApp/Telegram: **+38 067 239 76 80**

Annex No.1 to Insurance Contract for persons traveling within Ukraine

1. Subject matter of Contract

1.1. Subject matter of Contract are property interests not contradicting the law, related to possible medical expenses for diagnostics and treatment of COVID-19 when Insured travels within Ukraine.

1.2. Insured persons are individuals under the age of 70 years for whom Contract was concluded.

2. Insured events

2.1. Insured event shall be considered the turn of Insured person, his/her heirs or other persons representing Insured person to Insurer or Insurer's authorized representative (medical assistance team) whereas it is necessary to:

- Indemnify for medical expenses incurred;
- Arrange diagnostics of COVID-19;
- Arrange provision and payment for medical care within Ukraine.

2.2. The following events shall be considered as Insured event: a sudden COVID-19 illness of Insured person.

2.3. In case of occurrence of Insured event specified in clause 2.2. of the Contract the Insurer shall indemnify for expenses regarding:

- emergency (first) pre-hospital aid provided by First Aid Team; care provided at Health Care Centre (examination and consultation provided by medical staff, emergency laboratory tests, cost of stay at Health Care Centre, purchase of medicines);
- emergency pre-hospital outpatient treatment at outpatient facility, day patient facility (doctor's visit, examination and consultation, emergency diagnostic tests, outpatient surgical treatment, medical treatment, purchase of medicines) emergency hospitalization - emergency tests, medical treatment at inpatient facility, services provided by medical staff;
- hospital stay (cost of staying at standard ward, intensive care ward, resuscitation ward), medical care prescribed by doctor, purchase of medicines),

expenses for examination and isolation of Insured person and people who were in close contact with Insured person;

- purchase of medicines prescribed by doctor for emergency care;
- making COVID-19 diagnostics of people who were in close contact with Insured person.

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

3.1. If Insured event happens with Insured person the latter shall immediately turn to Health Care Centres approved by Ministry of Health of Ukraine or Insurance Company (Garant ASSISTANCE company tel. +38067 624 96 69, +38050 624 96 69, +38093 624 96 69 or by e-mail: dms@oranta.ua) for disease diagnostics.

3.2. If Health Care Centres approved by Ministry of Health of Ukraine make diagnosis that Insured person has COVID-19 coronavirus infection they must immediately notify Insurance Company hereof.

3.3. Insurer shall arrange treatment of Insured person.

3.4. If Insured person has paid for medical services related to COVID-19 treatment on his/her own, he/she may apply to Insurer for indemnification for expenses incurred. In such case after completion of treatment, the Insured (Insured person) shall within 30 days submit the set of documents (application for making insurance payout, copy of document certifying the identity of beneficiary, abstract of medical record, discharge report specifying diagnosis, treatment duration, list of medicines, dosages, fiscal receipts or cash receipts, settlement receipts with the name of service and its paid cost) to receive insurance indemnity.

4. Insured events exceptions

4.1. Insurer shall not be held liable to make insurance payout if Insured event occurred before Insurance Contract became valid.

4.2. Insurer shall not indemnify for medical expenses related to treatment of any disease except COVID-2019.

4.3. Insurer shall not indemnify for medical expenses related to treatment of COVID-2019 if Insured person was not within Ukraine during validity term of Insurance Contract: the territory of Ukraine, with the exception of territories that are not under the control of the Ukrainian authorities in accordance with Resolution of the CMU No. 1085-r dated 07.11.2014 (as amended) taking into account the conditions set forth in clause 4.4. Contract.

4.4. Notwithstanding other terms of the Contract, in any case (including in the event of the death of the Insured and/or in the event of payment of insurance compensation in foreign currency) the effect of the Contract does not extend to territories under temporary occupation and territories not under the control of the official the Ukrainian authorities, which are recognized as such in accordance with the Law of Ukraine "On Ensuring the Rights and Freedoms of Citizens and the Legal Regime in the Temporarily Occupied Territory of Ukraine" and the Order of the Ministry on Reintegration of the Temporarily Occupied Territories of Ukraine of December 22, 2022 No. 309 "On Approving the List of Territories, on which are (were) engaged in hostilities or temporarily occupied by the Russian Federation" with changes and additions at the time of the event that has the characteristics of an insured event, and in the event of their cancellation - other similar normative

acts of the current legislation. The territories of the Russian Federation and the Republic of Belarus are also an exception for treaties whose territory extends beyond the borders of Ukraine.

5. Rights and liabilities of Parties

5.1. Insurer is obliged:

5.1.1. to bring Insurance Terms and Rules to attention of Insured (Insured person);

5.1.2. upon occurrence of Insured event, to make insurance payout to Insured (Insured person) or third person, who actually paid for services received by (Insured) Insured person within 15 (fifteen) business days after making decision to make payout. Insurer shall be liable for late payment of insurance payout by paying a fine to Insured (Insured person) amounted to 0.1% of outstanding amount for each day of delay but no more than six months from the date of accrual of such penalty;

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

5.2. Insured is obliged:

5.2.1. upon concluding Contract, to provide Insurer with all information regarding circumstances having significant impact on risk level, such as: contact with COVID-19 infected person, establishing COVID-2019 diagnosis, and shall further notify Insurer of any change in insurance risk;

5.2.2. when concluding Contract in favor of other persons (Insured persons) to obtain their consent to conclude Contract in their favor and to bring Insurance Terms and Rules to their attention;

5.2.3. to pay insurance premium in full in manner specified in this Contract;

5.2.4. upon concluding Contract to notify Insurer regarding other valid Contracts;

5.2.5. to take actions to prevent and reduce losses caused by Insured event;

5.2.6. in case of early termination of Contract to return original Contract (Insurance Certificate) to Insurer.

5.2.7. Provide, at the Insurer's verbal and/or written request, the information (official documents) necessary for proper verification, data updating, as well as for the Insurer's fulfillment of other requirements of the legislation regulating relations in the field of prevention and countermeasures against legalization (laundering) of income, proceeds of crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction.

5.3. Insured person is obliged:

5.3.1. to notify Insurer on occurrence of event having signs of insurance one in manner and within the terms specified in Contract;

5.3.2. to follow all recommendations of Insurer;

5.3.3. to provide upon Insurer's request any information necessary to establish the occurrence of Insured event or to determine the amount of insurance payout;

5.3.4. as to the circumstances of Insured event, to relieve third parties of responsibility for non-disclosure of medical and commercial secrets related Insured (Insured person), as well as at Insurer's request to provide the latter with required powers to obtain from the third parties (doctors, Health Care Centres, other facilities that have provided services to Insured (Insured person) stipulated by terms of Contract) any information related to Insured event.

5.4. Insurer has the right:

- 5.4.1. to demand from Insured (Insured person) all information necessary to determine the degree of insured risk before concluding Contract;
- 5.4.2. to demand from Insured (Insured person) information necessary to determine circumstances of Insured event, including information constituting commercial secret, and to verify the reliability of mentioned information;
- 5.4.3. independently investigate the causes and circumstances of Insured event and, if necessary, to submit requests to competent authorities (facilities) for relevant documents and information;
- 5.4.4. to refuse to make insurance payout if there are grounds herefor stipulated by this Contract and laws of Ukraine.
- 5.4.5. to refuse to maintain business relations with the Insured (including by terminating business relations) or to carry out financial transactions in the cases provided for in Article 15 of the Law of Ukraine "On Prevention and Counteraction of Legalization (Laundering) of Criminal Proceeds, Financing of Terrorism and Financing of Arms Proliferation of mass destruction", in particular in the case of:
- 1) if the Insurer has a doubt that the Insured is acting on his own behalf;
 - 2) establishing an unacceptably high level of risk for the Insured;
 - 3) the Insured's failure to provide the documents or information necessary for proper verification of the Insured;
 - 4) submission by the Insured or his representative to the Insurer of false information or submission of information with the aim of misleading the Insurer;
 - 5) if it is impossible to identify the person on whose behalf or in whose interest the financial transaction is being conducted, and to establish its final beneficial owner or beneficiary (beneficiary) under the financial transaction.
- 5.5. Insured (Insured person) has the right:
- 5.5.1. to receive detailed information from Insurer on services provided by company to Insured (Insured persons);
- 5.5.2. to make amendments and early terminate Contract in manner stipulated by this Contract;
- 5.5.3. to receive services stipulated by terms of this Contract, if necessary, within the limits of Insured sum and limits on indemnification for such expenses specified in Contract;
- 5.5.4. to receive from Insurer the sum of insurance payout according to terms of Contract;
- 5.5.5. to appeal against Insurer's decision to refuse to make insurance payout in manner stipulated by law.

6. Terms of Contract termination

- 6.1. Contract shall be terminated and become null and void as agreed by Parties, as well as in the following cases:
- 6.1.1. Expiry of Contract validity term.
 - 6.1.2. Fulfillment by Insurer of obligations under the Contract in full.
 - 6.1.3. When Judgment declaring Contract to be null and void enters into force.
 - 6.1.4. Liquidation of Insurer as stipulated by law.
 - 6.1.5. Death of Insured person. If Insurance Contract has been concluded to insure more than one person at the same time, in case of death of one Insured person, the Contract shall terminate only in respect of that person.
 - 6.1.6. In other cases stipulated by laws of Ukraine.

6.2. Either Party shall notify the other Party in writing of intention to early terminate Contract not later than 30 (thirty) calendar days before the expected date of termination.

6.3. In case of early termination of Contract at Insurer's request, the full insurance premiums paid by Insured shall be refunded to him/her.

6.4. In case of early termination of Contract at Insured's request, the Insurer shall refund to Insured the insurance premiums for the period remaining up to expiry of Contract minus standard case management costs amounted to 40%, as well as actual insurance payouts made according to this Contract. If Insured's claim is caused by Insurer's breach of terms of Contract, the latter shall refund to Insured the insurance premiums paid by latter in full.

6.5. In case of early termination of Contract at Insurer's request, Insured shall be refunded the full insurance premiums paid by him/her. If Insurer's claim is caused by Insured's improper performance of his/her obligations under Contract, the insurance premium for the period remaining before expiry of Contract shall be refunded to Insured minus standard case management cost amounted to 40%, as well as the actual insurance payouts made under this Contract.

6.6. In case of early termination of Contract at Insured's request due to Insurer's failure to fulfill obligations under this Contract, the insurance premiums paid by Insured shall be fully refunded to him/her.

6.7. Any amendments and additions to this Contract may be made only as agreed by Parties through drawing relevant Additional Agreement to this Contract.

7. Force majeure circumstances

7.1. Parties shall be relieved of responsibility for partial or full non-fulfillment of their obligations under Contract if they prove that non-fulfillment or improper fulfillment of their obligations is the consequence of force majeure circumstances, i.e. extraordinary and unavoidable events, including: natural disasters, accidents, fires, mass riots, epidemics, violations of public order, strikes, military actions, illegal actions of third parties, any prohibition or restriction of monetary settlements of the National Bank of Ukraine, imposition of embargo on imports (exports) or other circumstances, adoption by public authorities of relevant acts that have arisen (become valid) after signing Contract and are beyond control of Parties.

7.2. Party which is affected by force majeure circumstances shall within 5 (five) business days after their occurrence notify the other Party in writing thereof and within 30 (thirty) business shall submit to other Party the documents issued by Ukrainian Chamber of Commerce and Industry or another state authority confirming the fact of such circumstances occurrence.

7.3. Failure of Party affected by force majeure circumstances to notify the other Party and / or failure to submit to other Party the documents issued by Ukrainian Chamber of Commerce and Industry or other state authority confirming the fact of force majeure circumstances occurrence shall divest the Party affected by force majeure to refer to them as the grounds for non-fulfillment and/or improper fulfillment of obligations under the Contract.

7.4. Terms for fulfilling obligations under the Contract shall be automatically continued / transferred for the duration of force majeure circumstances, provided that Party being affected by force majeure circumstances timely notified the other Party about their occurrence and provided to latter the document(s) issued by

Ukrainian Chamber of Commerce and Industry or other state authority confirming the fact of force majeure circumstances occurrence.

7.5. If force majeure circumstances or their consequences last more than two months, or when it becomes evident that such circumstances will last more than two months, the Parties shall negotiate in order to identify ways acceptable to them to observe Contract or terminate it.

7.6. If Contract is terminated as agreed by Parties due to force majeure circumstances, neither Party shall be liable for failure to perform or improper performance of obligations under such Contract.

8. Miscellaneous

8.1. Regarding all issues not regulated in Insurance Contract the Parties shall be governed by the Law of Ukraine "On Insurance" and Insurance Rules.

8.2. Insurer shall affix signature and seal to the text of this Contract. This text is an offer within the meaning of Part 1, Article 634 of the Civil Code of Ukraine.

8.3. Offer is drawn up in one counterpart, the original of which is kept by Insurer, the text of Offer is available for free access at www.oranta.ua

8.4. Offer shall come into force on May, 01, 2023 and shall be valid until Insurer withdraws it.

8.5. Before concluding Contract Insured shall read and understand Terms of Contract available at Insurer's website: <https://oranta.ua/upload/iblock/29a/29ad7865baf2eef2522ca942dc52c963.pdf>

8.6. Pursuant to Articles 207, 634, 638, 641, 642, 981, 982 of the Civil Code of Ukraine, this Contract shall be deemed to have been agreed upon and concluded by Insured if latter performs actions evidencing his / her consent to comply with Terms of Contract. The unconditional acceptance of Terms of this Offer, actions of Insured that testify his / her consent to comply with Terms of Contract and consent to receive insurance services on terms and conditions established by Insurer shall be the payment of insurance premium in full to Insurer's current account / through other payment systems approved by laws of Ukraine, available and approved by Insurer. The person shall become Insured after acceptance and entry into force of Insurance Contract.

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

8.8. The insured in accordance with the Law of Ukraine "On the Protection of Personal Data":

8.8.1. applies to insureds - natural persons: gives the Insurer and Attorney consent to the processing of his personal data for the purpose of implementing civil-legal and administrative-legal relations to the extent and for the period necessary for the realization of the purpose, as well as to the transfer of his personal data to third parties and/or administrators engaged by the Insurer; certifies that he is familiar with Art. 8 of the specified law regarding his rights as a subject of personal data and confirms that he has been notified of the inclusion of information about him in the Insurer's personal data base;

8.8.2. applies to insureds- legal entities and individuals in the case of specifying the personal data of the beneficiary - an individual, in respect of which there is no possibility of obtaining consent directly: guarantees that he has performed all the

necessary actions in accordance with the Law of Ukraine "On the Protection of Personal Data", in particular: the consent of the sub subject of personal data for processing by the Insurer and Attorney of personal data provided for the purpose of implementing civil-legal and administrative-legal relations to the extent and for the period necessary for the realization of the purpose, as well as for the transfer of his personal data to third parties and/or managers, which are engaged by the Insurer; the subject of personal data is notified of the rights as a subject of personal data in accordance with Art. 8 of the specified law and on the inclusion of information about it in the Insurer's personal data base.

8.9. Guided by Art. 18 of the Law of Ukraine "On Financial Services and State Regulation of Financial Services Markets" when concluding the Contract, the Insurer and the Attorney carry out measures to identify the Policyholder, his representative and the Beneficiary in the manner prescribed by the legislation of Ukraine and the internal documents of the Insurer and the Attorney, on the basis of the original documents provided by the person, copies of documents certified by a notary, or copies of documents certified by the enterprise (institution, organization) that issued them. When providing financial services, the Insurer has the right to demand, and the Policyholder is obliged to provide documents and information provided by law, necessary to clarify his identity, the identity of his representative and the Beneficiary.

8.10. The Insured confirms that before concluding the Contract, the Insurer provided him with the information specified in the second part of Article 12 of the Law of Ukraine "On Financial Services and State Regulation of Financial Services Markets".

8.11. By joining this Offer, the Insured-individual confirms that neither he, nor his family members, nor his other close relatives are public figures in accordance with the Law of Ukraine "On Prevention and Counteraction of Legalization (Laundering) of Criminal Proceeds, Financing of Terrorism and financing the proliferation of weapons of mass destruction" (in particular, by persons who hold or have held leading positions in the legislative, executive, administrative, military or judicial body of a foreign state), and the Insured-legal entity confirms that such public figures or members of their families, or other their close relatives are not natural persons who directly or indirectly own a stake of 25 percent or more of its authorized capital, or 25 percent or more of shares or voting rights in it, or who have direct or indirect influence over it. The Insured also confirms that public persons do not include insured persons and/or Beneficiary(s) under this Contract (if any).

In addition, the Insured confirms that no national or international sanctions have been applied to him and/or to the above-mentioned persons, he is not included in the list of persons connected with the conduct of terrorist activities or in respect of whom international sanctions have been applied, etc. Otherwise, the Insured shall notify the Insurer of such fact by providing relevant information in the questionnaire and/or in writing/orally before signing the Contract. The Insured undertakes to inform the Insurer about the occurrence of significant changes regarding the provided information and to inform the Insurer in writing within 3 (three) working days from the date of their occurrence.

8.12. The Insured is informed that the Insurer does not provide insurance coverage / does not pay insurance indemnity under the Contract / does not establish and/or continue business relations / does not conduct expense financial transactions / does not provide financial and other related services, if this violates

any sanctions, prohibitions or restrictions imposed by UN resolutions or trade or economic sanctions, laws or regulations of the European Union, the United Kingdom of Great Britain and Northern Ireland, the United States of America, Canada, Ukraine, and if the customer is a person and/or organization that is included in the list persons associated with the conduct of terrorist activities, or in respect of which international sanctions have been applied, and/or who act on behalf of such persons, and/or which are directly or indirectly owned or ultimately beneficially owned by the above-mentioned persons. The Insurer shall pay the insurance indemnity for insurance cases in which the payment of the insurance indemnity was not made in compliance with the conditions of the first sentence of this clause of the Contract, after the sanctions, prohibitions and restrictions specified in this clause of the Contract are cancelled. The same rule applies to expenditure transactions that were not carried out in fulfillment of the conditions of the first sentence of this clause of the Contract.

8.13. By joining this Offer, the Insured confirms and acknowledges that:

8.13.1. before concluding the Contract, the Insurer provided him with the information specified in the second part of Article 12 of the Law of Ukraine "On Financial Services and State Regulation of Financial Services Markets".

8.13.2. all the specified information and all conditions of this Contract and the Rules are clear to him;

8.13.3. the specified information and the Contract do not contain ambiguous wording and/or definitions incomprehensible to the Insured;

8.13.4. the conclusion of this Contract was not imposed on him by another person (including the Beneficiary);


8.13.5. this Contract is not concluded by the Insured under the influence of error, grave circumstances, coercion, violence;

8.13.6. The Insured has the required legal capacity and legal capacity to conclude the Contract;

8.13.7. Conditions not specified in this Offer are governed by the Rules and current legislation of Ukraine. In case of discrepancies between the Rules and the terms of the Contract, the terms specified in the Contract have priority.

9. Condition regarding the use of facsimile reproduction of the signature and seal when concluding the Contract and familiarizing the Insured with it

9.1. By joining this Offer, the Insured confirms that he does not object to the fact that when concluding the Contract, the Insurer may use analogues of the Insurer's seal and the signature of the Insurer's authorized person, reproduced by means of electronic or other means of copying in accordance with the samples below:

NAME AND POSITION OF THE AUTHORIZED PERSON OF THE INSURER	The Chairman of the Board is Mejnzer Jacek Jakub
SAMPLE OF AN ANALOGUE OF THE SIGNATURE OF THE AUTHORIZED PERSON OF THE INSURER AND THE IMPRESSION OF THE INSURER'S SEAL	

10. Details of Insurer

PJSC "NJSIC "ORANTA"

Ukraine, 02081, Kyiv, Zdolbunivska str., 7-d

IBAN: UA463057490000002650230547101

in JSC «BANK CREDIT DNEPR»

Bank code: 305749,

USREOU: 00034186

TIN 000341826657

Tel: 8 044 537 58 31