



## General insurance rules of property and liability interests of citizens traveling outside their permanent place of residence

(Amended of 7 May 2019)

Translated from Russian

### Section I

## General provisions

### 1. Insurance parties

**1.1.** On the grounds of these Rules and Conditions and the current legislation of the Russian Federation, ERV Travel Insurance, JSC (hereinafter referred to as the "Insurer") concludes property and liability insurance contracts with legal entities and capable individuals (hereinafter referred to as the "Policyholders") traveling outside their permanent place of residence (hereinafter referred to as the "Traveling Citizens"), hereinafter collectively referred to as the "Party" and individually — as the "Parties."

Citizens who have a residence permit and/or dual citizenship in the country of intended stay cannot travel outside of their place of permanent residence and cannot be insured under the terms and conditions of these Rules.

**1.2.** The Policyholders may conclude insurance contracts in favor of third parties (hereinafter referred to as the "Insureds"). If a Policyholder being an individual concluded the insurance contract in respect of his/her property interests, he/she shall also be deemed an Insured.

**1.2.1.** The Policyholders being legal entities conclude insurance contracts with the Insurer in favor of third parties — the Insureds.

**1.2.2.** The insurance contract is considered concluded in favor of the Insured unless another person is named as the Beneficiary in the contract.

**1.3.** When concluding an insurance contract on the terms and conditions in these Rules, such terms and conditions shall be an integral part of the insurance contract and be binding on the Policyholder and the Insurer.

**1.4.** The insurance contract shall be deemed concluded on the terms and conditions stipulated in these Rules in the event that the contract indicates explicitly that such terms and conditions shall be applied and the Rules themselves and/or an extract from the Rules and/or policy terms and conditions for the insured risk are attached to the contract. The delivery to the Policyholder of the Rules and/or extracts from the Rules and/or Policy Terms and Conditions for the insured risk when concluding an insurance contract shall be certified by the fact of the insurance premium paid by the Policyholder.

**1.4.1.** The Insurer may form the appropriate Policy Terms and Conditions and insurance programs (insurance products) on the grounds of these Insurance Rules and the current legislation of the Russian Federation.

Thereby, Policy Terms and Conditions shall be understood as special rules (terms and conditions) of insurance, drawn up on the grounds of these Insurance Rules, applicable to a specific type of insurance contracts (policies), a segment of insurance services consumers, an insurance program (insurance products), etc., prescribing the terms and conditions of insurance, namely: insurance parties; objects of insurance; list of claims (risks); the minimum amount of the sum insured or the procedure for determining the amount; term and procedure for payment of insurance premium (insurance instalments); the term of the insurance contract; the procedure for determining the amount of insurance indemnity; other provisions.

**1.4.2.** On the grounds of the Insurance Rules and/or Policy Terms and Conditions, the Insurer develops insurance programs (insurance products) and relevant

insurance contracts (policies), indicating the main parameters of the insurance contract, special insurance conditions, the list of insurance risks accepted for insurance, indicating sums insured and limits of the Insurer's liability for risks, risk clauses and other insurance conditions that are a priority for the Insurer and the Policyholder. The Insurer is entitled to include both particular risks and a combination of several risks in insurance programs (insurance products).

**1.4.3.** The Policyholder/Insured studies the insurance terms and conditions, insurance programs (insurance products), calculation of insurance premiums, and other information on the Insurer's website [www.erv.ru](http://www.erv.ru).

**1.4.4.** When concluding an insurance contract, the Policyholder and the Insurer may agree on any other addenda, exceptions, clarifications to the insurance contract, not prohibited by the current legislation of the Russian Federation, to exclude certain provisions of these Policy Terms and Conditions, while agreeing on these exceptions not related to a specific contract and stating it in the text of the insurance contract and/or in the text of a supplementary agreement to such contract.

Thereby, the terms and conditions of the insurance contract (insurance policy) shall prevail over the Rules.

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**1.5.** The insurance contract shall be deemed concluded on the terms and conditions in these Rules in the event that the contract indicates explicitly that such terms and conditions shall be applied and the Rules themselves and/or an extract from the Rules for the insured risk (policy terms and conditions) are attached to the contract. The delivery to the Policyholder of the Rules and/or extracts from the Rules for the insured risk (Policy Terms and Conditions) when concluding an insurance contract shall be certified by a note in the contract (insurance policy) and the Insured's signature.

**1.5.1.** The Insurer may form the appropriate Policy Terms and Conditions on the grounds of these Insurance Rules and the current legislation of the Russian Federation. Thereby, Policy Terms and Conditions shall be understood as special rules (terms and conditions) of insurance, drawn up on the grounds of these Insurance Rules, applicable to a specific type of insurance contracts (policies), a segment of insurance services consumers, an insurance program, etc., prescribing the terms and conditions of insurance, namely: insurance parties; objects of insurance; list of claims; the minimum amount of the sum insured or the procedure for determining the amount; the scope, structure, or procedure for determining the insurance tariff; term and procedure for payment of insurance premium (insurance instalments); the term of the insurance contract; the procedure for determining the amount of insurance indemnity; control over the implementation of insurance; consequences of failure to fulfill or improper fulfillment of obligations by insurance parties; other provisions.

For familiarizing with the terms and conditions of insurance, insurance products, the insurance premium amount, and other information, the Policyholder, as well as any other person, can refer to the Insurer's website [www.erv.ru](http://www.erv.ru).

**1.6.** By concluding an insurance contract (insurance policy), the Policyholder, in accordance with Federal Law No. 152-ФЗ On Personal Data, expresses consent to the Insurer to process, store, and otherwise use personal data to fulfill obligations by the Insurer and its representatives under this insurance policy.

## 2. Terms and concepts

The key terms and concepts used in these Rules:

**2.1. Outpatient Medical Center** shall mean a medical institution licensed for providing outpatient, surgical treatment and care.

**2.2. Luggage** shall mean luggage accessories transported during the Trip (suitcase, travel bag, backpack, bag, briefcase, etc.), luggage contents registered during passport and customs control when taking out luggage outside the Russian Federation, transferred to the transport organization (airline company) for transporting, with the confirming document issued for them (a luggage ticket, receipt, other documents of the transport organization which is carrying out transportation of luggage).

Luggage shall also include baby strollers and wheelchairs, sports equipment, provided that they are used by the Insured (Insureds) during the Trip.

**2.3. Close relatives** shall mean father, mother, children, child who is related to the spouse of the Insured, including adopted children (including those under guardianship or custody), siblings, grandparents, grandchildren, legal spouses. Close relatives (spouse) do not include people who live together, run a joint household, etc. but are not married.

**2.4. Hospital** shall mean a medical institution, which:

- operates in accordance with the law of the country of its registration, to provide care and treatment of the sick and injured;
- has diagnostic and surgical departments;
- provides 24 (twenty-four)-hour care by qualified nurses;
- is supervised by one or more physicians.

The hospital shall not refer to obstetric department, recovery department, or department of geriatrics in the case the patient mainly adheres to bed rest and needs the care of nurses, sanatorium, recreation institution, nursing home.

**2.5. Physician** shall mean an expert with completed and properly registered medical education who is not related to the Policyholder (Insured) and acting within the limits of his/her license for the treatment of accident consequences.

**2.6. Return of the body (remains)** of the Insured Person from the country/place of temporary residence to the country/place of permanent residence arranged by the Insurer/Service Company/state agency.

**2.7. Beneficiary** shall mean a party to an insurance contract, as a rule, the Insured specified in the contract, unless another person is named as the Beneficiary. In the event of the death of the Insured under the contract specifying no other Beneficiary, the heirs of the Insured shall be recognized as Beneficiaries.

**2.8. Involuntary Refund of Travel Documents** shall mean the process of returning travel documents (air tickets, train tickets, water transport tickets, etc.) associated with the visa denial, death or serious illness of the Insured or his/her close relative, and provided for by the rules of the carrier.

**2.9. Disability Groups**

- a) Disability Group I shall mean Social insufficiency due to impaired health with persistent significantly pronounced disorder of body functions caused by diseases, consequences of injuries, or defects leading to a strongly pronounced physical dysfunction.
- b) Disability Group II shall mean Social insufficiency due to impaired health with a persistent pronounced disorder of body functions caused by diseases, consequences of injuries, or defects leading to a pronounced physical dysfunction.
- в) Disability Group III shall mean Social insufficiency due to impaired health with persistent insignificantly or moderately pronounced disorder of body functions caused by diseases, consequences of injuries, or defects leading to a non-strongly or moderately pronounced physical dysfunction.

**2.10. Childhood infections** shall mean specific childhood infections (chickenpox, measles, rubella, scarlet fever, whooping cough, parotitis, poliomyelitis, pneumococcal disease) as well as meningococcal disease, infectious mononucleosis, diphtheria.

**2.11. Identity Document** shall mean a document identifying the Policyholder (Beneficiary) in accordance with the requirements of regulations and laws of the Russian Federation, namely: Article 7 of Federal Law No. 115-ФЗ On Countermeasures to Combat Legalization (Laundering) of Illegally Obtained Proceeds and Financing of Terrorism (as amended and supplemented) dated August 7, 2001; Resolution No. 828 of the Government of the Russian Federation On Approval of Regulation on the Passport of a Citizen of the Russian Federation, Sample of the Form and Description of the Passport of a Citizen of the Russian Federation dated July 8, 1997; and Resolution No. 813 of the Government of the Russian Federation On Approval of Regulation on the State System of Migration and Registration as well as Production and Execution of and Control over the Circulation of Identity Documents dated August 6, 2015. The main identity document for the citizens of the Russian Federation is the passport of a citizen of the Russian Federation.

**2.12. Ban on entering the country of temporary residence** shall mean a ban on entering the country established in accordance with the regulations of any state authorities and/or administration, and/or a statement by officials of the country of temporary residence in relation to an unlimited number of persons (all citizens), and/or a certain group of people.

The Policyholder/Insured is responsible for being informed about the ban on entering the country of temporary residence.

Refusal to enter for medical reasons (including in the absence of certificates/ tests/analysis/ vaccinations for dangerous diseases in accordance with the requirements/rules of the residence country) is not a ban on entering the country of temporary stay.

**2.13. Ban on leaving the country of permanent residence (Russian Federation)** shall mean a ban on leaving the country established in accordance with the regulations of any state authorities and/or administration, and/or a statement by officials of the country in relation to an unlimited number of persons (all citizens), and/or a certain group of people.

The Policyholder/Insured is responsible for being informed about the ban on leaving the Russian Federation.

**2.14. Insured Trip (hereinafter referred to as the Trip)** shall mean a trip confirmed by personal transport documents (air, train tickets, water transport tickets), documents for accommodation during the Trip. In case of the Insured's Trip without personal transport documents and/or residence documents the insurance coverage validity shall commence at a distance of two hundred (200) kilometers or more from the administrative boundary of the place of permanent residence and/or the place of registration of the Insured in the Russian Federation.

A trip of the Insured with a view to changing the place of residence shall not be deemed a Trip.

Moving of the Insured to relocate or fulfill his/her labor obligations shall not be a Trip and shall not be included in the insurance coverage.

**2.15. Disability** shall mean Social insufficiency due to impaired health with a persistent disorder of body functions leading to physical dysfunction and the need for social protection.

**2.16. Disability Group** shall be established in accordance with the requirements and, on the grounds of a medical and social assessment opinion, shall describe the degree of disability and determine the requirements for care, indications and contraindications of a medical nature. Medical and social assessment requirements provide for the establishment of three groups of disability (Clause 2.8).

**2.17. Foreign Citizens and/or Stateless Persons** entering the territory of the Russian Federation or traveling within the territory of the Russian Federation may not be insured under the terms and conditions of these Rules.

**2.18. Quarantine** is a complex of restrictive administrative and medical and sanitary measures the implementation of which allows to prevent inoculation and spread of quarantine (dangerous) diseases introduced in relation to a certain Insured person on the grounds of decrees/orders/documents of the medical and sanitary supervision and state control services with mandatory testing for confirmation of the disease.

Quarantine is introduced in relation to Insured persons with positive tests for a dangerous disease that does not require inpatient treatment in the form of isolation (house, apartment, hotel room, cabin, etc.) or in a quarantine facility (observation facility).

**2.19. Trip Companion** shall mean a third person participating in the Trip together with the Insured, residing with him/her in the same hotel room, apartment, cabin, etc. booked and paid for, and indicated with him/her in the same contract with tourist organization (if any).

When insuring travel documents, the number of Insureds under one insurance contract cannot exceed four (4) persons (i.e., Insured and three (3) Companions), traveling by one flight and/or one vehicle to the destination of the Trip.

**2.20. Liability Limit** shall mean the established maximum amount of insurance indemnity for insured risk, claim, or in respect of the Insured.

**2.21. Medical Expenses** shall mean the costs of treatment performed or prescribed by a qualified physician.

**2.22. Proper Notification** shall mean notification of the parties to the contract using one or several methods provided for by the insurance contract and these Rules. The Rules may provide for any or specific method of interaction of the following:

1. by personal delivery of the notification against the signature when the Policyholder (Insured, Beneficiary) visits the office of the Insurer (Insurer's representative) or via courier services;
2. by sending a written notification / application / documents via Russian Post, Federal State Unitary Enterprise:
  - when notifying the Insurer, to the official address of the Insurer's location, or to the address indicated by the Insurer in the insurance contract, or to the address for correspondence indicated on the Insurer's website;
  - when notifying the Insured, a postal item to the address specified by the Insured when concluding an insurance contract or in a Claim Statement;
3. by sending notifications to the e-mail address of the Insurer or the Policyholder (Insured, Beneficiary).

**PLEASE NOTE!** This obligation shall be considered fulfilled through the fact of receiving a notification confirming receipt and reading of the message.

4. Notice on the website of the Insurer, including (hereinafter, "incl.") Mobile application or personal account (on the website of the Insurer and/or Assistance Company) or by other means of electronic interaction using the Internet;
5. SMS notification to the mobile phone number (of the Policyholder and the Insurer) specified in the insurance contract;
6. when communicating by telephone (including fax) to the contact numbers of the parties specified in the insurance contract.

According to Subclauses 3–4 of this clause at the request of the Insurer, the Policyholder shall undertake to send all the necessary documents in accordance with Subclauses 1–2 of this Clause. The Policyholder (Insured) shall undertake to keep the original copies of all documents for six (6) years and provide them during this period at the request of the Insurer.

**2.23. Emergency Medical Care** shall mean care provided in case of sudden acute diseases, exacerbation of chronic diseases that do not threaten the life of a patient.

**2.24. Accident** shall mean a sudden physical effect of various external factors (mechanical, thermal, chemical, etc.) on the Insured, which was beyond the control of the Insured and resulted in bodily injuries, physiological malfunctions in the body, or death of the Insured.

Accidents include, inter alia, attacks of violators or animals (including insects, reptiles, and other animals), falling of any object on the Insured, falling of the Insured himself/herself, sudden suffocation, sudden intoxication by harmful products or substances, injuries received while driving a vehicle or in the course of a road accident, while operating machines, mechanisms, production tools, and any other equipment, etc. In addition, accidents include the following exposures: explosion, burn, frostbite, drowning, electric shock, lightning stroke, sunstroke, and other exposures, other cases that have signs of probability and chance that lead to harm to the life and health of the Insured.

Accidents shall not include any forms of acute, chronic, and hereditary diseases.

**2.25. Dangerous diseases** shall mean diseases with A36, A22, A15, A00, A20, B34.2 codes in accordance with the classification according to ICD-10 (ICD-10 is the International Statistical Classification of Diseases and Related Health Problems (Revision 10)), posing a danger to others and requiring quarantine measures included in the list of such diseases by Resolution No. 715 of the Government of the Russian Federation On Approval of the List of Socially Significant Diseases and the List of Diseases that Pose a Danger to Others dated 01.12.2004 (as amended at the time of the conclusion of the insurance contract).

**2.26. Refusal to enter the country of temporary residence** shall mean the decision of the border service of the country of temporary stay on the personal refusal of the Insured to enter the country of temporary residence.

Refusal to enter for medical reasons, including the lack of certificates/tests/analysis/vaccinations in accordance with the requirements/rules of the country of residence, is not an insured event.

**2.27. Carrier** shall mean any registered carrier engaged in the carriage of passengers by land, water, or air, which also has a license for this type of transportation and carrying it out on a certain route.

**2.28. Period of Insurance** shall mean the duration of the Trip (the number of days), during which the insurance coverage is valid (the Insurer's liability). The insurance contract (insurance policy) may provide for a limit on the period of validity of the policy within the specified period (number of days), which is reflected in the policy in a separate box. In this case, the Insurer's liability shall be limited to this period (number of days).

**2.29. Free Look Period** shall mean a period, during which the Policyholder being an individual may repudiate the insurance contract and receive a refund of the insurance premium paid in part or in full, depending on the terms and conditions specified in these Rules and/or in the insurance contract. The term of the Free Look Period is established by the regulations of the insurance market regulator, which monitors and supervises the insurance activities of insurance organizations.

**2.30. Place of Permanent Residence** shall mean a place within administrative boundaries of a settlement of the citizen's permanent place of residence or permanent registration.

**2.31. Unlawful Acts** shall mean an offense, i.e. action (inaction) of an individual, for which administrative liability is established.

**2.32. Expenses** shall mean the costs of the Insured or incurred in favor of the Insured, confirmed by documents executed in accordance with the legislation, related to payment for services rendered by third parties (medical institutions, travel agencies/operators, lawyers (attorneys) upon the occurrence of events defined as claims by these Rules.

**2.33. Regular Flight** shall mean the implementation of domestic and international air transportation of passengers, luggage, cargo scheduled flights of aircraft and additional flights.

**2.34. Child (Children) – the Insured** shall mean an individual aged 0 to 23 years inclusive.

A minor child is a child under the age of eighteen (18) years (in accordance with Federal Law No. 124-ФЗ On Basic Guarantees of the Rights of a Child in the Russian Federation dated 24.07.1998 (as amended on 31.07.2020).

**2.35. Prescription** shall mean a written instruction on the use of medications issued by a physician.

**2.36. Assistance Company** shall mean a specialized organization specified in the insurance contract (insurance policy) of the Insured, which, on behalf of the Insurer, performs 24/7 arrangement of the services provided for by these Rules.

**2.37. Sport** shall mean **activities** of people (athletes) arranged according to certain rules, consisting in comparing their physical and/or **intellectual abilities** as well as preparing for this activity and **interpersonal relationships** arising in their process. The insurer may apply increasing coefficients to the insurance premium when insuring sports risks depending on the category and type of sport, which shall be reflected in the insurance contract:

**2.37.1. Outdoor Activities** shall mean a way to spend free time, a kind of hobby, in which the vacationer is engaged in activities that require active human participation or active physical work of the body, not associated with competitions. Outdoor activities shall include:

- activities in the sea and/or swimming pool, beach activities, entertainment in hotels, parks, attractions;
- hiking, cross-country skiing, excursions, hiking, including with the participation of animals;
- using roller skates, bicycles, motorbikes, cars, scooters, and similar types of transport, taking into account safety requirements (Clause 10.4);
- travelling as a passenger, sightseer on airplanes, yachts, boats, cars, etc.;
- river rafting (sightseeing and tourist rafting), fishing;
- other types of outdoor activities, with the exception of the types of active activities reflected in Clauses 2.37.2 and 2.37.3 hereof.

**2.37.2. Dangerous Sport** shall mean traumatic sports associated with high physical activity of a person, which require specific skills and abilities. Dangerous sports shall include:

- mountain skiing and snowboarding along marked trails, all types of surfing;
- diving to a depth of 40 meters, river rafting (2–3 categories of complexity), sailing, piloting a yacht;
- equestrian sport, figure skating, speed skating, and similar sports;
- tracking to an attitude up to 3,500 meters above sea level;
- sport shooting;
- participation in any kinds of competitions organized by sports schools;
- with the exception of sports, specified in Subclause 2.37.2 and 2.37.3.

**2.37.3. Extreme Sport** shall mean a sport associated with high risks of danger to human life:

- flying on the motor and non-powered aircraft/equipment, parachuting;
- mountaineering, descending into caves (caving), tracking to an attitude more than 3500 above sea level and similar sports;
- river rafting (above Category 3 of difficulty), diving to a depth of more than 40 meters using special breathing mixtures, ice (subglacial) diving;
- alpine skiing, skiing, snowboarding on unmarked routes;
- martial arts, boxing;
- high-speed descents on mountainous areas on any means of transportation (bicycle, motorbike, etc.), car and motorcycle races, and training;
- hunting (including safaris, spear fishing), practical shooting;
- participation in any kind of competitions, including amateur, arranged by sport organization, arranged by employer, or affinity group.

**2.37.4.** Insurance under Subclauses 2.37.1–2.37.3 shall be performed taking into account Subclause 18.1.25.

**2.37.5.** In cases where the sport does not fall within any category of Clauses 2.37.1–2.37.3, it is necessary to attribute it to the category of extreme sports (2.37.3.).

**2.37.6.** In the framework of Clauses 2.37.2 and 2.37.3 the concept of diving includes the following stages:

- movement by swimming in equipment on the water surface, in equipment from the point of entry into the water or from the watercraft;
- immersion itself;
- being at depth;
- ascent;
- being in equipment on the water surface;
- return swimming in the equipment on the water surface to the place of exit from the water or to the watercraft.

In this case, an event that occurred at any of these stages shall be considered an event due to diving.

**2.38. Period of Trip** shall mean the period during which the Insured is planned to be on the Trip. The period of the Trip must be documented (for example, in an insurance contract and/or a contract for the sale of a tourist product, travel documents, residence documents). When making Trips on the territory T-III, the period of the Trip starts from the moment of crossing the administrative boundary of the place of permanent residence of the Insured.

**2.39. Urgent Message** shall mean the initial appeal of the Policyholder to the Assistance Company via telephone, facsimile, or other available communication means, including short text messages (SMS).

**2.40. Country of Permanent Residence** shall mean a country or countries that are the primary or secondary place of permanent residence of the Insured.

**2.41. Insured Risk** is an alleged event with signs of the likelihood and chance of its occurrence, in the event of the occurrence of which the insurance is carried out.

**2.42. Claim** shall mean an event, which has actually occurred, under the insurance coverage and that has occurred during the period of insurance due to factors provided for in the insurance contract, as a result of which the Insurer's obligation commenced to make insurance payments to the Policyholder, Insured, Beneficiary, or other third parties.

**2.43. Insurance Territory** shall mean a territory, within which the Insurer, upon the occurrence of claim, shall be liable for the payment of insurance indemnity.

**2.44. Chronic Diseases** shall mean diseases or injuries that have at least two of the following characteristics:

- have no known recognized methods of treatment;
- may exist for an indefinite period of time;
- there are relapses, or there is a likelihood of relapses;
- are permanent;
- require palliative treatment;
- require long-term follow-up, consultation, inspection, research or analysis;
- The Insured shall undergo a rehabilitation course or special training in order to cope with the disease.

**2.45. Charter Flight** shall mean a flight by special order. This means that places are bought by interested travel companies that sell them to their customers. Such flights depart only if they are in demand, or there are no regular aircraft with such routes.

**2.46. Evacuation** (medical evacuation) shall mean transportation of the Insured from the medical institution of the country of temporary stay to the country of permanent residence arranged by the Insurer/Assistance Company/departmental service of the country in accordance with the requirements of Clause 17.2.2 of these Insurance Rules.

**2.47. Emergency Medical Care** shall mean care provided in case of sudden acute diseases, exacerbation of chronic diseases that threaten the life of a patient.

**2.48. Emergency Hospitalization** shall mean the hospitalization for urgent needs, carried out directly by the emergency hospital department (without a referral) or at the direction of the emergency medical facilities.

**2.49. Electronic Signature** shall mean information in electronic form, which is attached to other information in electronic form (signed information) or otherwise associated with such information, and which is used to determine the person who signs the information.

**2.49.1.** An encrypted and certified digital signature is an electronic signature that complies with the following requirements:

1. is obtained as a result of a cryptographic transformation of information using an electronic signature key;
2. allows identifying the person who signed the electronic document;
3. allows detecting the fact of amending the electronic document after its signing;
4. is created using electronic signature tools;
5. electronic signature verification key is specified in the qualified certificate.

**2.49.2.** A simple electronic signature is an electronic signature that, using codes, passwords, or other means, confirms the fact that an electronic signature has been generated by a certain person.

**2.49.3.** To create and verify electronic signatures, electronic signature means shall be used, which have received confirmation of compliance with the requirements prescribed in accordance with Federal Law No. 63-ФЗ On Electronic Signature dated April 6, 2011.

### 3. Objects insured

**3.1.** The objects of insurance stipulated by these Rules are the property interests of the Insured making the Trip that do not contradict the legislation of the Russian Federation, which occurred during the period of the Trip and in the territory specified in the insurance contract, which may be associated with:

- a) unforeseen expenses accepted by the Insurer for insurance in case it is necessary to receive urgent or emergency medical care upon the occurrence of a claim in the amount stipulated by the insurance contract (medical and transportation expenses);
- b) unforeseen expenses for accommodation during a Trip, compensation in case of emergency hospitalization/outpatient treatment, other transportation costs, expenses for air transportation, expenses for traveling by personal transport, legal advice;
- c) causing harm to the life and/or health of the Insured as a result of an accident (accident insurance);
- d) destruction of, damage to, theft, disappearance (loss) of luggage (luggage insurance) belonging to the Insured;

- e) the obligation of the Insured to compensate for the harm caused to the life, health, and/or property of third parties (civil liability insurance);
- f) expenses incurred by the Insured due to the involuntary refusal of the Trip, early termination of the Trip, or involuntary extension of the Trip (insurance of expenses associated with the involuntary refusal of the Trip, early termination of the Trip, or involuntary extension of the Trip);
- g) expenses related to the receipt by the Insured of the necessary legal assistance during a Trip abroad (insurance expenses associated with obtaining the necessary legal assistance during a Trip abroad).

**3.2.** An insurance contract can be concluded with the condition of providing insurance coverage both against all risks listed in Clause 3.1 of the Rules and with the provision of coverage against one or several risks listed in Clause 3.1 of the Rules.

The Insurer may assign marketing names to insurance programs formed for individual risk groups, as well as to individual groups of uniform insurance contracts concluded on the grounds of these Rules, to the extent that this does not contradict the current legislation of the Russian Federation.

**3.3.** In all cases listed in Clause 3.1 of the Rules, insurance coverage shall include reimbursement of the Insured's expenses for telephone calls or short text messages (SMS) with the Assistance Company or the Insurer, within the limits established by the insurance contract, if the need for such telephone conversations or SMS is caused by the occurrence of the claim.

### 4. Insurance territory

**4.1.** The Insured shall have the right to receive insurance services stipulated by the terms and conditions of the insurance contract during his/her stay in the course of the Trip in the territory specified in the contract:

**4.1.1. Territory I (T-I)** — all countries in the world except: South America and North America, the Carribean, Japan, Australia, New Zealand, Philippines, Malaysia, Indonesia, Oceania, Thailand, Arctic and Antarctic territories/aquatories and country of residence. For citizens of the Russian Federation ("Russian Residents") the exemption is limited to the territory within the administrative boundary of their place of permanent residence.

**4.1.2. Territory II (T-II)** — All countries of the world, with the exception of territories/waters of the Arctic and Antarctic, unless otherwise provided by the insurance contract; except for the country of permanent residence in full.

For citizens of the Russian Federation (hereinafter referred to as the "Residents of the Russian Federation"), the exclusion is limited to the territory within the administrative boundaries of the citizen's permanent place of residence.

**4.1.3. Territory III (T-III)** shall mean the Russian Federation, Belarus, Kazakhstan as well as Abkhazia and South Ossetia (for residents of the Russian Federation, the exception from the insurance indemnity is the territory within the administrative boundary of the permanent place of residence, for non-residents of the Russian Federation, the exception is the country of the permanent place of residence, in full).

Liability limits (sums insured) for risks for the Territory T-III are set in Russian rubles and are specified in the insurance contract (policy).

In case of the Insured's Trip without personal transport documents and/or residence documents the insurance coverage validity shall commence at a distance of two hundred (200) kilometers or more from the administrative boundary of the place of permanent residence and/or the place of registration of the Insured in the Russian Federation.

### 5. Term of the insurance contract

**5.1.** The insurance contract, as a rule, is concluded for one (1) year or for a period not less than the period specified by the Insured for his/her stay outside the place of permanent residence, unless otherwise provided by the contract.

**5.2.** If the one-year insurance contract provides for multiple Trips of the Insured outside the permanent residence within Territory T-II, then the coverage applies to the first 91 days of each Trip, unless otherwise provided by the contract. In this case, the column "number of days" indicates the duration of the entire term of the policy, i.e. "365" days.

**5.2.1.** If the insurance contract for a period of six (6) months or one (1) year provides for multiple Trips of the Insured outside the permanent place of residence in Territory T-I, then the coverage applies to the first days of each Trip, the number of which is indicated in the column "number of days" unless otherwise provided by the insurance contract.

**5.3.** If the insurance contract does not provide for multiple Trips and is concluded for a period, within which a limited number of contract validity days (period of insurance) is indicated in the column "number of days," the Insurer's liability shall be considered commenced from the moment the Insured crosses the border of his/her country of residence (for residents of the Russian Federation, the administrative boundary of the permanent residence) and shall continue during the entire term of the insurance contract, but shall not



exceed in total the number of days indicated in the column "number of days" of the policy.

**5.4.** The insurance contract shall take effect only when the Insured pays the insurance premium.

**5.5.** If by the end of the insurance contract the return of the Insured from the place of temporary stay for which the insurance was carried out is impossible due to the occurrence of the claim (illness, injury, etc.) followed by hospitalization, evacuation or return of the body (remains), which is confirmed by relevant documents, the Insurer shall fulfill its obligations under the insurance contract related to this claim until such circumstances cease.

**5.6.** Insurance stipulated by the contract applies to claims that occurred within the period specified in the insurance contract.

**5.7.** The insurance contract shall take effect not later than the date when the Insured crosses the border of the Russian Federation, taking into account the following:

**5.7.1.** For insurance risks specified in Clauses 16.2 (medical, medical transportation, and other expenses), 22.2 (accident insurance), 32.3 (Subclauses a), b) —early termination of the Trip/delay in the Trip due to illness, death) the insurance period starts:

- When traveling abroad (overseas travel), from the date specified in the insurance contract as the Trip start date but not before the Insured crossed the border of the country of his/her permanent residence when leaving the territory of the country of his/her permanent residence, as evidenced by the mark of the border services in the international passport. For residents of the Russian Federation, from the moment of crossing the administrative border of the permanent place of residence;
- When traveling within the territory of the Russian Federation for Russian citizens, from the moment the Insured crosses the administrative boundary entering the settlement of permanent residence.

**5.7.2.** Under the specified risks, the period of insurance shall terminate:

- When traveling abroad (overseas Trips), from the moment the Insured crosses the border of the country of his/her permanent residence when entering the territory of the country of his/her permanent residence. For residents of the Russian Federation, from the moment of crossing the administrative border of the permanent place of residence but not later than the date specified in the insurance contract (insurance policy) as the period of insurance expiration date;
- When traveling within the territory of the Russian Federation for Russian citizens, from the moment the Insured crosses the administrative boundary entering the settlement of permanent residence where the Insured resides permanently unless otherwise provided for by the insurance contract.

**5.8.** For insurance risks specified in Clause 28.1 (civil liability) when Traveling abroad (overseas Trips), the insurance period:

**5.8.1.** Starts from the date specified in the insurance contract as the Trip start date, after the Insured crossed the border of the country of his/her permanent residence when leaving the country of his/her permanent residence, as evidenced by the mark of the border services in the international passport.

**5.8.2.** Ends from the moment the Insured crosses the border of the country of his/her permanent residence when entering the territory of the country of his/her permanent residence.

**5.9.** For the insurance risks specified in Clauses 25.2–25.3 (loss of luggage, damage to luggage), the insurance period:

**5.9.1.** Starts:

- When traveling abroad (overseas Trips)—from the time when the Insured Person crosses the border of the country of permanent residence at departure from the country of permanent residence, as confirmed by the stamp of customs authorities in the traveling passport;
- When traveling within the territory of the Russian Federation for Russian citizens, from the moment the Insured crosses the administrative boundary entering the settlement of permanent residence.

**5.9.2.** Ends:

- When traveling abroad (overseas Trips), from the moment the Insured crosses the border of the country of his/her permanent residence when entering the territory of the country of his/her permanent residence;
- When traveling within the territory of the Russian Federation, from the moment the Insured crosses the administrative boundary entering the settlement of his/her permanent residence where the Insured resides permanently unless otherwise provided for by the insurance contract.

**5.10.** For the insurance risks specified in Clauses 25.4 (delay of luggage), the insurance period:

**5.10.1.** Starts:

- When traveling abroad (overseas Trips)—from the time when the Insured Person crosses the border of the country of permanent residence at departure from the country of permanent residence, as confirmed by the stamp of customs authorities in the traveling passport;
- When traveling within the territory of the Russian Federation for Russian citizens (within Russia and abroad), from the moment the Insured cross-

es the administrative boundary entering the settlement of permanent residence.

**5.10.2.** Ends:

- When traveling abroad (overseas Trips)—from the time when the Insured Person crosses the border of the country of temporary residence, as confirmed by the stamp of customs authorities in the traveling passport;
- When Traveling through the territory of the Russian Federation (through the territory of Russia and abroad)—from the moment the Insured person arrives at the destination of the Trip.

**5.11.** For insured risks specified in Subclauses a) to e) of Clause 32.2 (trip cancellation), the period of insurance shall start at 00:00 on the day following the day of payment of the insurance premium and shall terminate:

- For Trips abroad (overseas Trips)—from the moment of crossing the border of the Russian Federation on the starting date of the Trip.
- When traveling within the territory of the Russian Federation—at 23:59 on the starting date of the Trip.

**5.12.** For insured risks specified in Subclause h) of Clause 32.2 (cruise cancellation) and Subclause c) of Clause 32.2 (cruise termination), the period of insurance shall start at 00:00 on the day following the day of payment of the insurance premium and shall terminate:

- When traveling abroad (overseas Trips), from the moment the Insured crosses the border of the country of his/her permanent residence when entering the territory of the country of his/her permanent residence;
- When traveling within the territory of the Russian Federation, from the moment the Insured crosses the administrative boundary entering the settlement of his/her permanent residence where the Insured resides permanently unless otherwise provided for by the insurance contract.

**5.13.** For covered risks specified in Clauses 17.3.9 and 17.3.13, the insurance period shall start from the time of the alleged departure indicated in the Insured Person's ticket on the Trip start date or on the day of return and shall end at the time of boarding the aircraft;

**5.14.** For insured risks specified in Clause 36, the period of insurance shall start from the time when the Insured crosses the border of the country of his/her permanent residence at departure from the country of his/her permanent residence, as evidenced by the mark of the border services in the international passport.

**5.15.** For insured risks specified in Clause 36, the insurance period terminates from the moment the Insured crosses the border of the country of his/her permanent residence when entering the territory of the country of his/her permanent residence.

**5.16.** If the Insured is detained (arrested) in the framework of the initiated criminal case, the term of the contract shall be extended until the case is transferred to the court for consideration on the merits, and if the Insured is recognized as a victim in the criminal case—until the end of the preliminary investigation period established by the legislation of the country of temporary stay.

## 6. Insurance contract: conclusion and termination

**6.1.** The Insurance Contract shall be concluded on the territory of the Russian Federation in writing by drawing up a single document (insurance contract (policy)) or by handing/sending the insurance policy by the Insurer or its authorized representative to the Policyholder based on his/her written or oral Statement.

**6.1.1.** The Application form presented in writing in print format shall be signed by the Policyholder personally and shall be an integral part of the insurance contract.

**6.1.2.** The Application form presented in electronic form sent to the Insurer and signed by a simple electronic signature of the Policyholder being an individual shall be recognized as an electronic document equivalent to a document in print format, signed by a personal signature of this individual.

**6.2.** In accordance with Article 160 of the Civil Code of the Russian Federation, an insurance policy can be certified by facsimile reproduction of the Insurer's signature using mechanical or other copying tools or an encrypted and certified digital signature of the Insurer.

**6.3.** For the conclusion of an insurance contract, the Policyholder shall submit an Application form to the Insurer orally or in writing. When submitting an Application in writing, the Application made on the prescribed form shall be used. The form of the Application submitted shall be determined by the Insurer in each case.

**6.4.** In order to identify users of insurance services, when concluding an Insurance Contract, the Insurer may request from the Policyholder (including for the Insureds in cases where the insurance premium exceeds the amount prescribed by the legislation of the Russian Federation):

- copy of an identity document;
- international passport data;
- information on registration at the place of residence, telephone number, e-mail address;
- contract data on the implementation of the tourism product;

- data of other documents confirming the intention to carry out the Trip (confirmation of the hotel reservation, travel documents, etc.).
- 6.5.** The fact of the conclusion of the insurance contract shall be certified by an insurance policy issued by the Insurer to the Policyholder on the day the insurance premium is received.
- 6.5.1.** The insurance contract shall be deemed concluded on the terms and conditions contained in these Rules in the event that the insurance contract (insurance policy) indicates explicitly that such terms and conditions shall be applied, and the Rules themselves and/or extracts from the Rules (insurance terms, insurance program) are attached to the insurance contract and are an integral part thereof, and/or the insurance contract (insurance policy) contains a link/hyperlink to the Rules posted on the Insurer's official website on the Internet.
- 6.5.2.** These Rules may be provided to the Policyholder electronically via one or several electronic resources: on the Insurer's website, in the Personal Account, Mobile Application, and/or may be sent to the e-mail address specified by the Policyholder (Insured), or provided to him/her/it in print format.
- 6.5.3.** In accordance with Articles 160, 435, and 438 of the Civil Code of the Russian Federation, the Policyholder's consent to the conclusion of the insurance contract (insurance policy) on the terms and conditions proposed by the Insurer (including the terms and conditions of these Rules) shall be confirmed by the acceptance of the insurance contract (insurance policy) by the Policyholder from the Insurer (including with the facsimile signature) and/or payment of insurance premium.
- 6.5.4.** When concluding an insurance contract on the terms and conditions in these Rules, such terms and conditions shall be an integral part of the insurance contract and be binding on the Policyholder and the Insurer.
- 6.6.** By concluding an insurance contract, the Policyholder, in accordance with Federal Law No. 152-ФЗ On Personal Data expresses consent and confirms that such consent was obtained from the Insureds specified in the insurance contract (insurance policy) to process, store, and otherwise use personal data to fulfill obligations under the insurance contract (insurance policy). The Policyholder undertakes to provide the Insurer with the consent of the Insureds (Beneficiaries) referred to in this Clause and shall bear personal liability for its failure to fulfill or improper fulfillment of this obligation.
- 6.6.1.** The Insurer ensures the processing and unlimited secure storage of personal data using its software and hardware.
- 6.6.2.** In order to ensure the performance of the concluded insurance contract, the Insurer shall collect, systemize, accumulate, store, clarify (update, change), use, disseminate (including transfer, including the cross-border transfer of personal data), depersonalize, block, destroy personal data, both on paper and electronic media. To achieve the above objectives, the Insurer may transfer personal data, which it became aware of in connection with the conclusion and performance of the insurance contract, to third parties, with which the Insurer has concluded the relevant agreements ensuring the safe storage and prevention of unlawful disclosure (confidentiality of personal data).
- 6.6.3.** For the purpose of compliance with the requirements of Federal Law No. 115-ФЗ On Countermeasures to Combat Legalization (Laundering) of Illegally Obtained Proceeds and Financing of Terrorism, when concluding an insurance contract, the Policyholders (Insureds, Beneficiaries) undertake to provide additional information and/or documents required to identify them upon the Insurer's request.
- 6.6.4.** To withdraw the consent to the processing of personal data, the Policyholder shall submit an Application to the Insurer, made on form developed by the Insurer. In this case, such a withdrawal can be executed by the Insurer only if the Policyholder terminates the insurance contract or after the expiration of the insurance contract and subject to the submission of such an Application from all of the Insureds and/or Beneficiaries listed in the insurance contract (insurance policy).
- 6.7.** When concluding an insurance contract, the Insured:
- 6.7.1.** Releases the physicians from confidentiality obligations to the Insurer in the part concerning the claim.
- 6.7.2.** Releases the Insurer from confidentiality obligations to relatives (adult children and grandchildren, able-bodied parents, siblings, grandparents, adopted children and adoptive parents, legal spouses who are in a formal civil marriage) according to information received by the Insurer as a result of their professional activities of the Insured Person (the Policyholder, Beneficiary), their health condition, and also by their property status, in cases when the Insured person's condition is not allowed him to decide on the state of his health for information, diagnosis, treatment (coma, acute mental disorders, HIV infection, mechanical ventilation, unconsciousness, etc.).
- 6.8.** The insurance contract is terminated earlier than the period, for which it was concluded, in the following cases:
- 6.8.1.** Fulfillment by the Insurer of its obligations to the Insured under the contract in full (termination of obligations due to fulfillment thereof);
- 6.8.2.** if, after the insurance contract takes effect, the possibility of a claim has disappeared, and the existence of the insured risk has ceased due to circumstances other than the claim (Article 958 of the Civil Code of the Russian Federation).
- 6.8.3.** in case of the Policyholder's failure to pay the insurance premium within the term prescribed by the insurance contract unless otherwise provided for by the insurance contract;
- 6.8.4.** Liquidation (as well as in other cases of winding-up) of the Insurer.
- 6.8.5.** Liquidation (as well as in other cases of winding-up) of the Policyholder — for legal entities; death — for individuals.
- 6.8.6.** Other grounds provided for by the current legislation of the Russian Federation and the insurance contract.
- 6.9.** If the Policyholder being an individual repudiates the insurance contract within the **free look period**, the insurance premium paid shall be refunded by the Insurer, provided that no claims occurred as of the date of repudiation of the insurance contract.
- 6.9.1.** If, after the insurance contract takes effect, the Insurer received a notice of an event having signs of a claim under an insurance contract, then the refund of the insurance premium shall be suspended until a decision is made on an event having signs of a claim.
- 6.9.2.** To repudiate the insurance contract subject to refund of the insurance premium, within the free look period, the Policyholder shall submit to the Insurer a statement of repudiation signed by the Policyholder, the insurance contract, a document confirming payment of the insurance premium, and a copy of the identity document of the Policyholder; the specified package of documents shall be sent to the Insurer by any methods of proper notification (Clause 2.22 (Subclauses 1–4).
- In case of repudiation of the insurance contract in accordance with the requirements of Clause 6.9.5, a copy of an international passport — all pages shall be provided additionally.
- 6.9.3.** The insurance contract shall be deemed terminated:
- from the date of receipt by the Insurer of the Policyholder's written statement of repudiation of the insurance contract, submitted directly to the Insurer's office (including via e-mail, the Personal Account), or another date as agreed by the Parties;
  - from the date when the Policyholder submits a written statement of repudiation of the insurance contract to the postal service for delivery to the Insurer, or another date as agreed by the Parties.
- 6.9.4.** In case the Policyholder being an individual repudiates the insurance contract within the free look period from the date of its conclusion until the contract takes effect, the Insurer shall refund the paid insurance premium in full to the Insured.
- 6.9.5.** In case the Policyholder repudiates the insurance contract within the free look period and after the contract takes effect, provided that there are no events within this period that have signs of a claim, the Insurer shall be entitled to a portion of the insurance premium pro rata the time of the insurance contract validity, less the costs of doing business in accordance with the structure of the tariff rate.
- Thereby, the Policyholder shall document the **absence** of a valid visa for the Trip and/or **failure to leave** the territory within the period of the Trip specified in the insurance contract (Clause 6.9.2).
  - If the insurance contract (insurance policy) was used/granted to obtain an entry visa, as evidenced by the marks for issuing a visa in the international passport of the Insured, obtained by him/her after the date of conclusion of the insurance contract (insurance policy), the insurance premium shall not be refunded.
  - If the insurance contract was concluded, including the risk of non-receipt of a visa, delay in obtaining or obtaining a visa at a different time than requested, and the visa was obtained by Insured, which is evidenced marks for issuing a visa in the international passport of the Insured after the date of conclusion of the insurance contract (insurance policy), the insurance premium shall not be refunded.
- 6.9.6.** The Insurer shall refund the insurance premium not later than in ten (10) business days from the date when the Insurer received the relevant written statement of the Policyholder of repudiation of the insurance contract with the specified package of documents submitted, or from another date, as agreed between the Policyholder and the Insurer.
- 6.10.** To terminate the insurance contract, the Policyholder must provide the Insurer with an application for termination of the insurance contract in the form of the Insurer, personally signed by the Policyholder and sent to the Insurer by any of the methods of proper notification (Clause 2.22, Subclauses 1–4).
- 6.11.** In case of early termination of the insurance contract by mutual agreement of the Parties beyond the free look period due to circumstances other than the claim, the Insurer shall be entitled to a part of the insurance premium pro rata the time, during which the insurance was valid, less the cost of doing business in accordance with the structure of the tariff rate.
- 6.11.1.** The premium to be refunded shall be returned to the Policyholder within the term specified in the insurance contract but not later than ten (10) business days from the date of signing the agreement on early termination of the insurance contract (insurance policy) in writing.

**6.12.** The Insured may repudiate the insurance contract at any time if, by the time of the repudiation, the possibility of a claim has not disappeared due to circumstances other than the claim.

— Early unilateral termination of the insurance contract at the Policyholder's initiative shall be recognized as the Policyholder's early waiver from the insurance contract.

— If the Policyholder initiates early repudiation of the insurance contract, the insurance premium paid to the Insurer shall not be refunded unless the Insurer's faulty actions caused the repudiation.

**6.13.** The insurance premium shall not be refunded if the Insured has not left for the country specified in the insurance contract, if the latter has a valid visa for the Trip, and also if the Insured declares his/her failure to leave for the country after the expiration date specified in the insurance contract (insurance policy).

**6.14.** Under these Insurance Rules, a collective insurance contract may be concluded, and a list of the Insureds shall be attached to the application form.

**6.15.** The insurance contract against the risk specified in Clause 32.2 of these Rules shall be concluded not later than five (5) calendar days from the date of confirmation of the tourist product, the purchase of ground service, travel documents, etc. but before the submission of documents by the Policyholder and/or Insured to obtain an entry visa.

**6.16.** The insurance contracts against the risks specified in Clauses 16.2, 22.1, 25.2, 28.1, 36.2 of the Rules shall be concluded strictly before the Trip start date.

**6.17.** In case of breach of the conditions of Clause 6.15 and Clause 6.16 of these Rules, the insurance contract shall be considered not to have taken effect and the Insurer's liability shall not occur.

## 7. Sum insured

**7.1.** Sum Insured is a monetary amount set forth in the insurance contract, within the limits of which the Insurer is liable for the fulfillment of its obligations under the insurance contract and on the grounds of which the amount of the insurance premium (insurance installments) and the insurance indemnity are determined.

**7.2.** When concluding an insurance contract, the Parties can set the maximum amount of insurance indemnity for one claim, for one insured risk, for one object of property interests, etc. (limits of indemnity) of these Rules. Under no condition shall the insurance indemnity exceed the limits of indemnity set forth in the insurance contract.

**7.3.** If the total treatment or other expenses exceed the sum insured (limit of indemnity) set forth in the insurance contract, the share of expenses exceeding the sum insured shall be borne by the Insured.

**7.4.** The limit of indemnity shall be established in the insurance contract in the section "Special Conditions" or stipulated separately in these Rules.

**7.5.** The sum insured shall be specified in the insurance contract.

**7.6.** The insurance contract establishes the aggregate (reduced) sum insured. The Insurer and the Policyholder, by agreement of the parties, can establish a non-aggregate sum insured, which is specified in the insurance contract (policy).

**7.7.** In the insurance contract, the Parties may specify the size of the part of expenses incurred that is not compensated by the Insurer — the deductible, which releases the Insurer from compensation for damage not exceeding a certain amount.

**7.7.1.** The deductible can be conditional or unconditional and is set as a percentage of the amount of expenses, and in absolute terms:

— in case of conditional (nondeductible) deductible the Insurer shall not be liable for expenses not exceeding the deductible amount but shall reimburse for expenses in full if the amount of expenses exceeds the deductible amount;

— in case of unconditional (deductible) deductible, the expenses shall be reimbursed in all cases less the deductible amount for each Insured.

**7.7.2.** A deductible can be provided for both the entire package of risks and for certain risks, except for the object of insurance specified in Subclause b) of Clause 3.1.

**7.8.** The sum insured shall be established in Russian rubles. Upon agreement of the Parties, the sum insured may be specified in the insurance contract in a foreign currency and be equivalent to the corresponding amount in rubles (hereinafter referred to as the "forex equivalent insurance").

**7.8.1.** The sum insured cannot be lower than that established by the requirements of the host country and not less than the amount established by the federal legislation of the Russian Federation.

**7.8.2.** The sum insured for the territory T-III (Clause 4.1.3 of these Insurance Rules) is established in Russian rubles with an indication (reflection) in the insurance contract (policy).

**7.9.** When insuring expenses for insured events specified in Clause 16.2 of these Rules, the sum insured is established by the insurance contract (policy),

taking into account the prices in force in the area where the Insured travels for the provision of medical, including dental services, for medical evacuation, transportation of the return of the body (remains), etc.

The sum insured cannot be lower than that established by the requirements of the host country and not less than the amount established by the federal legislation of the Russian Federation.

**7.10.** When concluding an insurance contract with respect to expenses for urgent messages, the sum insured shall be fixed in the insurance contract (policy) based on the cost of sending such messages valid in the area, where the Insured travels but not more than the limits established by the insurance contract.

**7.11.** When concluding an insurance contract in relation to the costs of obtaining legal assistance, the sum insured shall be fixed in the insurance contract (policy), based on the cost of providing legal services in the area, for which the Insured leaves.

**7.12.** When concluding an insurance contract in respect of expenses related to the loss of or damage to a personal vehicle as a result of an accident or breakdown of the vehicle, the sum insured is established by the insurance contract (policy).

**7.13.** When concluding an insurance contract for expenses related to the risk of involuntary refusal of the Trip, the sum insured shall be determined by the insurance contract (policy), based on the amount of expenses that the Insured incurs to arrange the Trip (purchase of a tourist product, payment of a consular fee, payment for the booked hotel room, apartment, etc.) as well as the cost of tickets (air, rail, etc.).

**7.14.** When concluding an insurance contract for civil liability insurance, the sum insured shall be established by the insurance contract (policy).

## 8. Insurance premium

**8.1.** The insurance premium shall mean payment for insurance, which the Policyholder (Beneficiary) is obliged to pay in the manner and within the term prescribed by these Insurance Rules.

**8.2.** The insurance premium shall be calculated based on the size of the sum insured, using tariff rates and adjustment factors that take into account the specific insurance conditions, the degree and risk factors.

**8.3.** The Insurer may apply multiplying or reduction factors to the base tariff rates, on the grounds of the circumstances that are essential for determining the degree of the insured risk. The issue of applying increasing or decreasing ratios to the base tariff rates shall be solved by the Insurer independently and individually in each case.

**8.4.** The insurance premium shall be payable in a lump sum when concluding an insurance contract unless the insurance contract prescribes a different procedure and deadlines for paying the insurance premium. The insurance premium can be paid in cash or by wire transfer.

**8.5.** If the insurance premium is paid by wire transfer, the day it is paid shall be the day of crediting the funds to the Insurer's settlement account. When paying the insurance premium in cash, the day the insurance premium is paid shall be the day the insurance premium is paid to the cashier of the Insurer or its representative.

**8.6.** Consequences of late and/or incomplete payment of the insurance premium:

a) If the insurance premium is not paid by the insurance commencement date provided for in the insurance contract, the insurance contract shall be considered not to have taken effect and the Insurer's obligations shall not occur thereunder unless the insurance contract provides otherwise.

**8.7.** The insurance premium shall be established in Russian rubles. Upon agreement of the Parties, the insurance premium may be specified in the insurance contract in a foreign currency and be equivalent to the corresponding amount in rubles.

**8.8.** In case of insurance with currency equivalent, the insurance premium shall be paid in rubles at the rate of the Bank of Russia established for foreign currency at the date of payment (transfer).

## 9. Insured risk. Claim. Scope of insurance coverage

**9.1.** The insured risk is an alleged event with signs of probability and chance, in case of occurrence of which the insurance is carried out.

**9.2.** The claim shall mean an event, which has actually occurred, due to factors provided for in the insurance contract, as a result of which the Insurer's obligation commenced to make insurance payments to the Policyholder, Insured, Beneficiary, or other third parties.

**9.3.** The insurance indemnity shall be paid by the Insurer upon the occurrence of claims stipulated in the insurance contract, within the sums insured specified in the insurance contract, and also, if stipulated in the contract, within the limits of indemnity for certain risks specified in the insurance contract (insurance policy).

- 9.4. The Insurer may pay the insurance indemnity:
- directly to the Insured, after his/her return to the country of residence, in the form of reimbursement of his/her expenses for payment of services rendered to him/her in connection with the claim and paid for them independently, subject to compliance with all the rules provided for by these Rules;
  - to the organization specified in the insurance contract (insurance policy) as an Assistance Company, in accordance with the contract concluded between the Insurer and the Assistance Company, according to which the latter, on behalf of the Insurer, provides round the clock arrangement or assists the Insured in obtaining the services provided for by these Insurance Rules, payment for services rendered by third parties (medical institutions, etc.) and agreed with the Insurer.
- 9.5. The insurance indemnity can also be paid directly to the medical institution, with which the Insurer has concluded the relevant contract for the provision of medical care to the Insured within the framework of rendering insurance services, in accordance with these Rules and terms and conditions of the insurance contract (insurance policy), provided that the Insurer has agreed on such actions with the medical institution in each case.
- 9.6. When concluding an insurance contract, The Insurer reserves its right to assess the risk unilaterally.
- 9.7. Insurance risks are specified in the special conditions of the insurance contract (policy). In cases where the risks are not reflected in the insurance contract (policy), insurance for them is not carried out and the Insurer shall not be responsible.

## **10. Events not considered claims, not accepted for insurance, and expenses not subject to reimbursement**

10.1. In any case, the Insurer shall not cover the following expenses:

10.1.1. related to the reimbursement of:

- moral harm under an insurance contract (insurance policy) concluded in accordance with these Rules, including those related to the quality of services rendered by third parties (medical institutions, etc.);
- lost profits;
- social compensation;
- compensation (guarantee payments) in order to recover the costs associated with the performance of labor and/or professional duties by the Insured (labor compensation);
- compensation of salary in the case the Insured is on sick leave;
- any other compensation, and/or guarantee payments, and/or allowances, and/or refunds, and/or penalties, and/or interest.
- any commissions in case of financial transactions charged by banks, payment systems, collection agencies, and other organizations engaged in financial operations.

10.1.2. Incurred by the Insured as a result of the claim, although occurring within the term of the insurance contract, but the reasons for which occurred before the insurance contract have taken effect;

10.1.3. which are not separately agreed on and are not specified in the insurance contract (insurance policy);

10.1.4. which took place after the return of the Insured from the Trip to the country of residence;

10.1.5. in excess of the established sums insured and internal limits of indemnity reflected in the "special conditions" of the insurance contract (insurance policy);

10.1.6. for the translation of documents of foreign states into Russian.

10.2. Expenses upon the occurrence of an event having signs of a claim shall not be reimbursed if the following factors occurred:

10.2.1. in a direct cause-effect relationship with the Insured being under influence of alcoholic, narcotic, and/or toxic substances or under the influence of psychotropic and toxic substances (other than cases of poisoning by legally acquired poor quality alcoholic beverages) and the occurred event.

10.2.2. criminal or unlawful acts of the Insured as well as during his/her participation in political demonstrations, strikes, or military actions;

10.2.3. deliberate actions or gross negligence including, inter alia, in cases of breach of the rules of conduct, security, or procedure in the territory/place of temporary stay (country, hotel, etc.).

10.2.4. Suicide or attempted suicide, self-mutilation of the Insured;

10.2.5. exposure to a nuclear explosion, radiation, radioactive or another type of infection;

10.2.6. as a result of military actions as well as maneuvers or other military activities, civil war, strikes, all types of riots, civil commotion;

10.2.7. service of the Insured in any armed forces and formations;

10.2.8. performing by the Insured of hazardous professional and production activities (including as a circus artist, ballet or theater artist, miner, builder, electrician, etc.), except for cases of special insurance under special conditions using the adjustment ratios established by the Insurer;

10.2.9. Trip of the Insured undertaken with the intention of receiving treatment.

10.2.10. A ban on visiting the country/region introduced by the state authorities/administration/health control and supervision if the Insured entered this country / these regions through third countries/regions after the date of such ban introduction;

10.2.11. Imposition of restrictions by administrative bodies/state authorities/health control and supervision of the country, territories, regions (districts, regions, republics, cities, settlements, etc.) on self-isolation/isolation/quarantine in relation to age categories of citizens, citizens with a certain list of chronic diseases, other categories of citizens, united on any grounds;

10.2.12. Declaration of quarantine by administrative authorities/state authorities/health control and supervision in relation to a specific region/territory (settlement, city, region, district, etc.) or in relation to a sea/river cruise ship (all passengers), or in relation to all passengers of the aircraft (airplane), or in relation to all residents of the same hotel;

10.2.13. Restrictive measures imposed by the state in relation to persons entering the country in accordance with the internal rules of entry into the country and other regulatory acts of the state, authorities/administration/health control and supervision.

10.2.14. Refusal to leave the country of permanent residence (Russian Federation) due to tax arrears, fines, enforcement proceedings from the bailiff service, and other restrictions established by the legislation of the Russian Federation.

10.3. In any case, the Insurer shall not cover the expenses stipulated in the insurance contract related to an accident that caused injuries, illness, or death of the Insured as a result of a traffic accident, including when using a car, bicycle, motorcycle, moped, hydraulic and ATV, snowmobile, boat, motorboat, etc., if:

- The Insured was driving a vehicle without having a valid driver's license (required in the country of stay) or in the state of alcoholic, narcotic, or other intoxication or under the influence of psychotropic and toxic substances;
- The Insured has transferred the vehicle to a person who does not have a relevant driving license;
- The Insured was in a vehicle (as the passenger), except for public transport, driven by a person in the state of alcoholic, narcotic, or other intoxication or under the influence of psychotropic and toxic substances;
- The Insured neglected and did not use safety (protection) equipment both together and separately, such as seat belt, helmet, life jacket as well as other safety equipment provided for by the rules of operation of the vehicle.

10.4. The Insurer may not recognize the event as a claim if the following has occurred:

10.4.1. the Insured's failure to comply with the obligations provided for in these Rules;

10.4.2. if the information and documents submitted by the Insured to the Insurer for the purpose of receiving insurance indemnity or when concluding an insurance contract are insufficient or contain incomplete, contradictory, inaccurate, or deliberately false information about the causes and circumstances of the claim as well as the types and cost of services rendered in connection with the claim;

10.4.3. Restriction (prohibition) of entry/exit from/into the country in accordance with acts of state authorities and/or departments, and/or statements of official authorized persons;

10.4.4. other cases provided for by the legislation of the Russian Federation.

10.5. The subjective attitude of the Policyholder/Insured (fear, panic, fear of mass gatherings of citizens, terrorist acts or public disturbances, etc.) to the situation that has arisen in the country/territory of residence, which, in his/her opinion, does not allow him/her to start the Trip at the planned time shall not be an insured event and shall not be covered by the insurance policy (insurance contract).

10.6. If expenses for medical and other services may be paid by another insurance policy held by the Insured or included in the cost of any state or private program (including state fees established in such cases by the host country) implemented in the country where the claim occurred, or medical services are rendered under the compulsory health insurance system in the Russian Federation.

10.7. The decision on nonrecognition of an event as a claim shall be communicated by the Insurer to the Insured in written form with the justification of the reasons within three (3) business days from the date of the decision.

## **11. Insurance indemnity**

11.1. Upon the occurrence of the claim, the Insurer shall pay an insurance indemnity in accordance with the terms and conditions of the insurance contract (insurance policy).

11.2. If the Insured for a good reason (force majeure, critical physical condition, hard-to-reach place of stay, technical problems with the telephone sys-



tem, etc., which should be supported by relevant documents) did not have the opportunity to contact the Assistance Company or the Insurer until receipt of the necessary aid, the Insured shall, where possible, report the incident to the Assistance Company or the Insurer prior to his/her departure from the country of temporary residence and notify of the expenses incurred.

**11.2.1.** In this case, if the Insured paid for the expenses (or part thereof) arising from the claim, then upon arrival to the place of residence, he/she should contact the Insurer with an application for compensation of such expenses within two (2) years from the claim:

- In cases where the expenses covered by the Insurer for insurance were paid by another person for the Insured Person, arising from an insured event that occurred with the Insured Person, the other person who paid these expenses has the right to apply to the Insurer with a claim for compensation expenses with a full set of documents attached, provided for in Chapters 19, 27, 31, 35 of these Insurance Rules, including original documents confirming payment of these expenses.
- In case of payment by another person of expenses that are not related to the insured event that occurred with the Insured person, and / or expenses that were not covered, and / or expenses that are not reimbursed by the Insurer, these expenses can be reimbursed by the Insured Person to another person independently and are not subject to compensation by the Insurer.

**11.2.2.** When the Insured applies to the Insurer with a Claim Statement in order to recover the expenses incurred and to identify the beneficiary of the insurance services, the Insured (Beneficiary, other persons) shall submit an identity document to the Insurer.

**11.2.3.** All documents transferred to the Insurer in a foreign language, except for English and German, shall be translated into Russian and notarized.

**11.3.** The Claim Statement with all the documents required (originals or certified copies of documents) confirming the occurrence of the event and payment for expenses arising in connection with the occurrence of the claim shall be submitted by the Policyholder (Insured, Beneficiary) to the Insurer using any method specified and agreed on with the Insurer:

**11.3.1.** Personally in the office of the Insurer or to its authorized representative.

**11.3.2.** By sending a package of documents via Russian Post, Federal State Unitary Enterprise, with a mandatory list of documents and delivery notification, or via courier services.

**11.3.3.** Via e-mail.

**11.3.4.** Via the application form on the Insurer's website, through a personal account or mobile application through individual authorization.

! under Subclauses 11.3.3-11.3.4 at the request of the Insurer, the Policyholder shall undertake to provide the Application and/or all the necessary documents in the form (originals, certified copies, etc.), in which the Insurer requests.

**11.4.** Timelines for consideration of documents on claims, the decision to recognize the event as a claim or refusal of insurance indemnity, the payment of insurance indemnity shall begin to be calculated:

**11.4.1.** When submitting documents in accordance with Clauses 11.3.1-11.3.4, starting from the next day following the date of receipt by the all the required documents.

**PLEASE NOTE!** under Clause 11.3.3 and Clause 11.3.4, upon the Insurer's request, the Insured shall submit all the required documents.

**11.5.** The amount of expenses incurred by the Insured and the insurance indemnity shall be determined by the Insurer on the grounds of the documents received from law enforcement authorities of supervision and control (fire, emergency, and other services), on the grounds of the economic and accounting materials and calculations, accounting documents, invoices and receipts, conclusions and calculations of legal, consulting, and other specialized organizations as well as—in terms of insurance of the risk of civil liability for obligations arising from harm to life, health, and/or property of third parties—on the grounds of a court decision that has taken effect (with notarized translations of original documents drawn up in a language other than English or German) or a substantiated property claim for damages recognized by the Insured with the written consent of the Insurer.

**11.6.** The Insurer may request information related to the claim from law enforcement authorities, medical institutions, and other enterprises, organizations, and institutions possessing information on the circumstances of the claim as well as to establish independently the causes and circumstances of the claim.

**11.7.** In case of disputes between the Parties concerning the causes and amount of damage, each Party shall be entitled to call for expert examination. The expert examination shall be carried out at the expense of the Party, which has demanded it. If the results of the examination determine that the Insurer's failure to recognize the event as a claim was unreasonable, the Insurer shall assume the share of the costs of the examination corresponding to the ratio of the amount recognized initially as not reimbursable and the amount of compensation paid after the examination. The expenses for the examination execution for events, which were considered noninsured upon execution thereof, shall be borne by the Insured.

**11.8.** The Insurer may postpone payment of the insurance indemnity if:

- a) any disputes related to the right of the Insured to receive the insurance indemnity arise—until the necessary evidence is submitted;
- b) if, on the grounds of the facts connected with the occurrence of a claim, the relevant law enforcement authorities have initiated a criminal case, proceeding, litigation, or administrative investigation against the Insured or his/her authorized persons or investigation of circumstances that caused loss—until the completion of the investigation (process) or proceedings and finding the Insured innocent;
- c) sending requests by the Insurer to third parties to provide information (data, documents, etc.) that have information about the circumstances of the event that occurred with the Insured, including to the competent authorities, on establishing (investigating) the causes and determining the amount of expenses incurred as well as in the case of requests by the Insurer to third parties for clarification, prior to receipt of replies to the Insurer's inquiries.

**11.9.** If the documents submitted for the insurance indemnity (including bank details) are insufficient for the Insurer to make a decision on recognizing the event as a claim and making an insurance payment, and/or are executed improperly in accordance with the insurance contract and/or these Rules, the Insurer:

- Shall accept them unless otherwise provided for by the legislation of the Russian Federation for a separate type of insurance, whereas the term for reviewing the documents and making a decision on insurance indemnity shall start from the date of submission of the last of the missing and/or properly executed documents;
- Within a period not exceeding fifteen (15) business days from the date of receipt of the Claim Statement, shall notify the applicant thereof in a proper manner (Clause 2.22 (Subclauses 1-4) of these Rules) with an indication of the list of missing and/or improperly executed documents. In this case, the term for responding is no more than sixty (60) calendar days from the date of sending the request. In the event that the response to the request has not been received within the specified period, the Insurer, within three (3) business days from the date of the decision, sends a notice of its refusal to recognize the event as an insured event or is entitled to make an insurance payment in an uncontested and confirmed part.

**11.10.** The Insurer shall consider the submitted documents within twenty (20) business days from the date of receipt of all documents and, upon expiration of this period, within ten (10) business days, make a decision about the insurance indemnity (prepare and sign the Insurance Act) or send a motivated refusal to the Insured (Beneficiary):

**11.10.1.** Notification of refusal of insurance indemnity shall be sent to the Policyholder (Insured, Beneficiary) within three (3) business days from the date of the decision, in writing using one or several methods provided for by Clause 2.22 (Subclauses 1-4 of these Rules).

**11.10.2.** Payment of insurance indemnity shall be made within five (5) business days after the decision is made.

**11.10.3.** The general term for settling a claim shall not exceed forty-five (45) business days from the date of receipt of the Claim Statement and all the documents required and executed in a proper manner.

**11.11.** The insurance indemnity shall be paid in Russian rubles.

**11.11.1.** In the event of a claim with regard to risks specified in Clause 16.2, 22.2, 25.2, 28.2, the insurance indemnity shall be paid in Russian rubles at the rate of the Central Bank of the Russian Federation at the date of the claim.

**11.11.2.** In the event of a claim with regard to risks specified in Clause 32.2 payment shall be made in Russian rubles at the rate of the Central Bank of the Russian Federation on the date of the conclusion of the insurance contract.

**11.12.** In the event of a claim with regard to risks specified in Clause 32.3 outside the borders of the Russian Federation, the insurance indemnity shall be paid in Russian rubles at the rate of the Central Bank of the Russian Federation at the date of the claim.

**11.13.** In cases where there is no currency designation in the documents for reimbursement of expenses (only a numerical value), then the insurance compensation and the insurance payment are calculated based on the rate of the national currency of the country of residence (at the rate of the Central Bank of the Russian Federation on the date of the insured event).

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

**12.1.** The Insurer shall:

**12.1.1.** Acquaint the Policyholder (Insured) with these Policy Terms and Conditions and the information specified in Clause 12.4.1 using any of the methods set forth in Clause 12.4.2.

**12.1.2.** Communicate to the Policyholder its contact phone number or contact phone number of its representative, as well as the Assistance Company rendering services upon the occurrence of events.

**12.1.3.** In cases recognized by the Insurer as claims, make timely insurance indemnity payment within the term specified in these Policy Terms and Conditions.

**12.1.4.** If the case is not recognized as a claim, within three (3) business days notify the Insured of its decision in writing with a motivated reason.

**12.1.5.** When drawing up the insurance contract, formulate precise and unambiguous provisions;

**12.1.6.** Not disclose information about the Policyholder, his/her health and property status, except for the cases stipulated by the current legislation of the Russian Federation.

**12.1.7.** Upon receipt of requests from the Policyholder (Insured, Beneficiary), provide information and documents within thirty (30) days (provided that it is possible to identify the recipient of insurance services in accordance with the requirements of Federal Law No. 152-ФЗ On Personal Data dated June 27, 2006):

**12.1.7.1.** Upon a written request, provide information on the procedure and method of calculating the amount of insurance indemnity, including an exhaustive list of legal norms and/or conditions of the insurance contract and these Rules, circumstances and documents, on the grounds of which the calculation was made and/or the decision on insurance indemnity was made, or a decision on the refusal of the insurance indemnity was made.

**12.1.7.2.** Upon an oral, written request, including those submitted in electronic form—once the decision on the insurance indemnity was made, provide information on the calculation of the amount of the insurance payment, which should include the following:

1. the sum insured (a part thereof) for personal insurance (excluding health insurance) to be paid or the final amount of insurance indemnity payable for property insurance;
2. the procedure for calculating the insurance indemnity;
3. an exhaustive list of legal norms and/or conditions of the insurance contract and insurance rules, circumstances, and documents, on the grounds of which the calculation was made.

**12.2.** The Policyholder shall:

**12.2.1.** When concluding an insurance contract, inform the Insurer about all circumstances it is aware of, which are important for determining the probability of a claim and the amount of possible expenses from its occurrence, if these circumstances are unknown and should not be known to the Insurer as well as about all existing and concluded insurance contracts regarding the property accepted for insurance by the Insurer. Significant circumstances are at least those stipulated in the Application for insurance. Data and circumstances related to determining the degree of risk may also be deemed significant if the Insurer proves that with the knowledge of such data and/or circumstances it would have never accepted the given insurance risk or would have accepted it on other conditions;

**12.2.2.** Upon the Insurer's request, provide it with the required information and documents.

**12.2.3.** During the validity period of the insurance contract, notify the Insurer immediately of all significant changes in the risk accepted for insurance.

**12.2.4.** Timely pay the insurance premium in the amount and within the term stipulated in the insurance contract (policy).

**12.2.5.** Comply with the rules and regulations of fire safety, protection of premises and valuables, the safety of work, or other similar standards established by laws or other regulations.

**12.2.6.** Comply with the legislation of the host country.

**12.2.7.** In order to confirm the injuries/bodily injuries received as a result of an event that has signs of an insured event, it is obligatory to appear for a medical examination and/or examination (expertise) at the place, time, and term determined by the Insurer.

**12.2.8.** The Policyholder undertakes to obtain the consent of the Insured to receive information in accordance with Article 13 of Federal Law No. 323-ФЗ of the Russian Federation On the Basics of Protecting the Health of Citizens in the Russian Federation dated 21.11.2011.

**12.2.9.** In pursuance of the requirements of Federal Law No. 115-ФЗ On Countermeasures to Combat Legalization (Laundering) of Illegally Obtained Proceeds and Financing of Terrorism dated 07.08.2001, the Policyholder undertakes to provide the Insurer, upon its request, with documents and information for identifying the Insured, his/her representative, Beneficiary, beneficial owner as well as update this information, if necessary.

**12.2.10.** Within one (1) month after receipt of a written claim by the Insurer, reimburse for its costs, for which, according to the insurance contract, the Insurer should be held liable under the insurance contract.

**12.3.** The Insurer shall be entitled to:

**12.3.1.** Verify the information provided by the Policyholder (Insured) and the performance of the terms and conditions of the insurance contract.

**12.3.2.** Immediately unilaterally terminate the insurance contract or demand additional payment of the insurance premium when the initial characteristics of the insured object specified in the Application for insurance are changed.

**12.3.3.** Require documents from the Insured certifying the occurrence of the claim as well as confirming the amount of insurance indemnity payable; includ-

ing, if necessary, require original documents from the Insured proving the occurrence of the claim, if they were originally submitted in copies.

**12.3.4.** To appoint and conduct a medical examination and/or examination, and/or examination of injuries/body injuries of the Insured, received as a result of an event that has signs of an insured event.

**12.3.5.** Send inquiries to third parties, including to the competent authorities, on issues related to establishing/investigating the causes and determining the amount of expenses incurred:

- The Insurer may extend the time for consideration of documents on the claim until the reply is received.
- When sending inquiries and extending the time for consideration of documents on a claim, notify the Insured (Beneficiary) within three (3) business days after sending the request using one or several methods specified in Clause 2.22, with a mandatory attachment of a copy of the request to the notice.

**12.3.6.** Independently find out the causes and circumstances of the claim, the amount of expenses incurred.

**12.3.7.** Verify the documents submitted.

**12.3.8.** Request information from organizations that have information about the circumstances of the claim.

**12.3.8.** If the competent authorities or other organizations have materials that give the Insurer grounds to recognize the case as not insured, defer the decision on the insurance indemnity until all circumstances are clarified.

**12.3.9.** File claims by subrogation to the persons responsible for the damage caused within the limits of amounts of the insurance indemnity paid.

**12.3.10.** Delay the drawing up of the insurance act and payment of insurance indemnity in the event that:

- Independent expert appraisal of reasons and circumstances of a claim and the amount of damage has been carried out. The postponement shall take place until the examination is completed and the corresponding document is drawn up;
- A trial is underway, the result of which may affect the amount of expenses incurred and/or the circumstances of the event. The postponement can take place until the enforcement of the judicial ruling in the absence of an appeal. In case of an appeal, the postponement shall be until the effect of the ruling that is not subject to appeal;

**12.3.11.** Upon the Insured's claim for insurance indemnity, require the Insured to fulfill his/her obligations under the insurance contract, including the obligations assumed by the Policyholder but not fulfilled by him/her. The risk of consequences of the failure to fulfill or untimely fulfillment of obligations, which must have been fulfilled earlier, shall be borne by the Insured.

**12.3.12.** Deduct the cost of unused travel documents not transferred to the Insurer from the indemnity amount for the expenses incurred by the Insured upon the occurrence of events specified in Clauses 17.3.5.-17.3.7. of these Rules.

**12.3.13.** Require recognition of the contract as invalid if, after concluding the insurance contract, it is established that the Policyholder has provided the Insurer with knowingly false information about circumstances it was aware of, which are essential for determining the likelihood of a claim and the amount of possible losses from its occurrence.

In any case, the circumstances shall be deemed significant if they are explicitly specified by the Insurer in the insurance contract (insurance policy) standard form or in the written request.

**12.3.14.** Within the framework of contractual obligations, change the size of the insurance premium due to increasing costs of treatment, if the cost of medical services has increased by more than 10% since the beginning of the insurance contract.

**12.3.15.** Require transfer of claims within the limits of medical expenses coverage if the Policyholder has claims to a third party for compensation of damage to his/her health and such claims are not related to the legal aspect of insurance;

**12.3.16.** Be relieved from obligations on payment of insurance coverage to the extent the Insured could receive indemnity from claims to third parties if the Insured waives such claims without the consent of the Insurer.

**12.3.17.** Pay no insurance indemnity if the Insured or his/her representative:

- a) has failed to provide the Insurer with all the documents required to make a decision on the insurance indemnity payment (including bank details when choosing a noncash method of receiving insurance indemnity);
- b) has failed to notify the Insurer of all information relevant to the assessment of the degree of risk;
- c) if the claim occurred due to the fault of the employer;
- d) if the claim occurred during the performance of any type of work by the Insured, not provided for in the terms and conditions of his/her employment contract;
- e) if the Policyholder has provided the Insurer with knowingly false information about the health of the Insured and/or about the amount and cost of medical services rendered, other information required to conclude an insurance contract.

**12.3.18.** Represent the interests of the Insured.

**12.3.19.** Postpone the insurance indemnity payment in the case of an administrative or judicial investigation prior to the decision.

**12.3.20.** Employ all measures it deems appropriate to reduce the losses, upon written order of the Insured, provide remedies and manage the settlement of expenses.

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

**12.4.1.** familiarize with the information in full:

- on the Insurer (ERV Travel Insurance, JSC);
- on the Insurance Rules;
- information on the terms and conditions of insurance at the conclusion of the insurance contract;
- on the procedure of actions in case if the insurance contract was repudiated during the free look period or upon the termination of the contract;
- on the procedure of applying for the insurance indemnity;
- on exclusions from insurance indemnity not accepted for objects insured;
- on the procedure for appeals in the pre-trial and court settlement of claims, including those in organizations that supervise and control the activities of the Insurer;
- on the text of the Basic Standard for Protecting the Rights and Interests of Individuals and Legal Entities — Recipients of Financial Services Provided by Members of Self-Regulatory Organizations Consolidating Insurance Organizations (Approved by the Decision of the Financial Supervision Committee of the Central Bank of the Russian Federation (Bank of Russia)).

**12.4.2.** The Policyholder (Insured) may familiarize with this information in any convenient way:

- on the Insurer's website <http://www.erv.ru>;
- by receiving information to the e-mail address specified by the Policyholder in his/her personal account;
- in print format (as leaflets, booklets, recommendations).

**12.4.3.** Timely receipt of a set of insurance services included in the insurance coverage in accordance with the terms and conditions of the insurance contract, within the limits of the insurance indemnity established at the time of conclusion of the insurance contract.

**12.4.4.** Timely insurance indemnity when an event is recognized as a claim (in the event that the Insured has paid for the expenses included in the insurance coverage under the insurance contract in accordance with these Rules).

**12.4.5.** Receive a duplicate of the insurance policy in case of its loss (or a copy of the insurance policy certified by the Insurer).

Thereby, a duplicate of the lost insurance policy shall be issued to the Policyholder. After issuing a duplicate, the lost insurance policy (insurance contract) shall be considered invalid and no payments shall be made thereunder.

**12.4.6.** Early terminate the insurance contract in accordance with these Rules and the legislation of the Russian Federation.

**12.4.7.** Receive information about the Insurer in accordance with the legislation of the Russian Federation;

**12.4.8.** Send a request to the Insurer:

- a verbal or written, including those submitted in electronic form to the Insurer for explanations of calculations for the insurance premium and/or insurance indemnity;
- a written, on the provision of information and documents (including copies and extracts), on the grounds of which the Insurer made a decision on the insurance payment or refusal of the insurance payment.

**12.4.9.** Appeal the decision of the Insurer to recognize the case as noninsured in the manner prescribed by law (Clause 14. of the Rules).

**12.5.** The parties to these Rules have other rights and shall perform other duties provided for in other sections of the Rules, as well as the legislation of the Russian Federation.

### 13. Force majeure

**13.1.** The parties shall be exempt from liability for partial or complete failure to fulfill, as well as improper fulfillment, of their obligations under the insurance contract if this failure to fulfill or improper fulfillment of their obligations resulted from extraordinary circumstances that arose after the insurance contract conclusion, which the parties could neither foresee nor prevent.

**13.2.** Extraordinary circumstances include flood, fire, earthquake, explosion, storm, soil subsidence, and other natural phenomena, epidemic, pandemic as well as war and military actions, strike in an industry or region.

**13.3.** Possible failure to fulfill the obligations under the insurance contract must be in a direct cause-effect relationship with the circumstances specified in this Subclause.

**13.4.** The Party, for which the impossibility of fulfillment of its obligations has occurred, shall notify the other party in writing of the occurrence of the above events and the expected period of their duration as soon as possible from the moment of occurrence of the above circumstances.

**13.5.** Failure to notify or untimely notification shall deprive the party, which failed to notify, of its right to refer to any of the above circumstances as the grounds for exemption from liability for failure to fulfill or improper fulfillment of its obligation.

**13.6.** Force majeure circumstances affecting the Party shall be proved by the relevant documents, such as certificates from the competent state authorities, etc.

### 14. Dispute resolution

**14.1.** All disputes under the insurance contract between the Insurer and the Policyholder (Insured) shall be resolved through mutual agreement of the Parties:

- in the pre-trial procedure when the Policyholder (Insured, Beneficiary) appeals (claims) against the Insurer;
- using mediation procedures (Clause 14.2).

**14.2.** In case the Parties fail to reach an agreement, and the amount of the property requirements of the Insured (Beneficiary) is less than five hundred thousand (500,000) rubles, the Insured (Beneficiary) may appeal to the Financial Commissioner in the manner and within the term prescribed in Section 3 of Federal Law No. 123 On Authorized Representative for Rights of Consumers of Financial Services.

Information on the appeal procedure is available on the website: <https://www.erv.ru>.

**14.3.** If the Insured (Beneficiary) does not agree with the decision of the Financial Commissioner or the amount of property claims is more than five hundred thousand (500) rubles, then all disputes shall be referred to the court of general jurisdiction.

**14.4.** The right to submit claims against the Insurer regarding the payment of insurance indemnity under the insurance contract shall be retained for the statute of limitation prescribed by the legislation of the Russian Federation provided for property types of insurance.

### 15. Procedure for amendment of the insurance contract terms and conditions

**15.1.** Under the agreement between the Policyholder and the Insurer, the insurance contract concluded in accordance with these Rules may be amended or modified on the grounds of the Insured's specific needs in insuring his/her property interests or the interests of a third party in whose favor the Policyholder concluded an insurance contract.

**15.2.** All amendments and supplements to the current insurance contract shall be made in writing in two (2) copies and take effect within the term established by agreement of the Parties.

### Section II

## Medical, transportation, and other expenses insurance

### 16. Claim

**16.1.** Claim shall mean an event, which has actually occurred, under the insurance coverage and that has occurred during the period of insurance due to factors provided for in the insurance contract, as a result of which the Insurer's obligation commenced to make insurance payments to the Policyholder, Insured, Beneficiary, or other third parties.

**16.2.** In accordance with these Rules the claims are events, upon the occurrence of which the Insured has incurred or may incur expenses when being rendered qualified emergency medical care services and other necessary assistance, as follows:

**16.2.1. Bodily injury** shall mean an injury resulted from an accident caused by exposure to an apparent external force (including the injuries occurred as a result of damage of the plane, vessel, bus, or another vehicle, by which the Insured was traveling during the Trip).

**16.2.2. Sudden illness** shall mean a disease that occurred unexpectedly during the period when the Insured was on the Trip, and which requires emergency medical intervention.

**16.2.3. Exacerbation of chronic diseases** shall mean chronic disease aggravated during the period of the Insured's Trip and may threaten the life and health of the Insured, concerning which the Insured has received treatment in the past but which was not, according to the physician's opinion, an obstacle to making the Trip.

**16.2.4. Death** shall mean the death of the Insured as a result of injury, sudden illness, or exacerbation of the chronic disease, except for diseases that are an insurance exclusion according to Clause 18.1 of these Rules.

**16.2.5. Flight delay** shall mean a regular flight delay of more than three (3) hours.

**16.2.6. Loss, theft, or total loss of the international passport and/or transport documents of the Insured** being with him/her during the Trip.

**16.2.7. The need for the Insured to get the first legal advice**, which is caused by the occurrence of the claim

**16.2.8. Breakage, loss of (highjacking, embezzlement), or damage to a land vehicle**, on which the Insured makes the Trip beyond the borders of the Russian Federation.

**16.3.** Reimbursement for the expenses for medical care in urgent and emergency forms during the period of the Trip within the limits of the sums insured established by the insurance contract shall be made in all cases, which may threaten the life and health of the Insured.

## **17. Expenses reimbursed by the insurer**

17. If the events listed in Clause 16.2 hereof occur during the Trip, the Insurer shall reimburse (make payments):

**17.1.** Medical expenses:

**17.1.1.** Medical expenses for outpatient and/or inpatient treatment, which include:

**17.1.1.1.** payment of medical services, including outpatient treatment;

**17.1.1.2.** diagnostic testing expenses with following-up treatment procedure (including magnetic resonance imaging (MRI) and computerized tomography (CT));

**17.1.1.3.** inpatient treatment expenses (including necessary (rational and sufficient) health studies, medical treatment, surgical measure, postsurgical care, physiotherapy, and also the treatment of the caisson disease in a compression pressure chamber);

**17.1.1.4.** expenses for local ambulance services (if the call was caused by sufficient medical reasons), including expenses for transportation by ambulance or other means of transport (including, inter alia, an emergency aircraft and/or helicopter) from the locus of the accident to the nearest medical facility or to a physician in the immediate country or a place of temporary stay to provide emergency medical care in case that the Insured is in a critical condition and does not have the physical ability to visit the nearest health care institution unassisted without medical support;

**17.1.1.5.** cost of purchasing drugs and dressings upon the prescription of the attending physician in the country of stay;

**17.1.1.6.** expenses for payment of the immobilization devices prescribed by a physician (the Insurer may pay for either purchase or hire of immobilization devices). Immobilization devices for the purposes of these Rules shall mean, inter alia, crutches, special footwear for walking, wheelchairs, and other orthopedic equipment.

**17.1.2.** Expenses for medical care in urgent and emergency forms:

**17.1.2.1.** necessary to prevent an immediate threat to life or health or connected with acute pain from a disease the Insured was aware of as of the time of the conclusion of the insurance contract, including exacerbation of chronic diseases, manifestations of any forms of hepatitis, and epileptic seizures;

**17.1.2.2.** necessary to prevent an immediate threat to life or health, related to oncological diseases and benign neoplasms, including hemoblastosis, and their sequela, till the diagnosis was made and on events that occurred outside of the territory of the Russian Federation.

At the same time, the liability of the Insurer is limited to the amount in Russian rubles equivalent to one thousand (1,000) U.S. dollars/euro (for insurance in the territory T-III, the limit of insurance payment is set in rubles in the insurance contract (policy) — Clause 4.1.3 of these Insurance Rules).

**17.1.3. Expenses for emergency dental care, namely:**

**17.1.3.1.** expenses related to soothing treatment of the natural tooth, including its removal, in case of tooth injury as a result of an accident;

**17.1.3.2.** expenses related to the analgesic treatment of a natural tooth, including its removal in case of acute inflammation of the tooth as well as the tissues surrounding the tooth (anesthesia, the opening of inflamed tissue and drainage, stemming of a flow of blood).

**17.1.3.3.** expenses for emergency dental care shall be covered within the agreed indemnity limit, as reflected in the "special conditions" of the insurance contract (insurance policy).

**17.1.4. Expenses related to the provision of necessary outpatient and/or inpatient care as a result of a sudden pregnancy complication** threatening the life and health of the Insured or the consequences of a documented accident.

In any case, as of the claim occurrence date, the gestation period should not exceed twenty-four (24) weeks, inclusive.

Therewith, the Insurer shall pay for necessary medical expenses for outpatient and/or inpatient care, as well as medical transportation and other transportation expenses, within the limits of the sum insured determined in the insurance contract (policy).

**17.2. Medical transportation expenses:**

**17.2.1.** Medical transportation expenses, which include:

**17.2.1.1.** the expenses for carriage (transportation) from the place of occurrence to a medical institution and back from a medical institution or clinic of a physician in private practice to the place of temporary stay of the Insured, arranged by the Insured himself/herself, shall be covered by the Insurer in an amount not exceeding the amount in Russian rubles equivalent to five hundred (500) U.S. dollars/euro (for insurance on the territory T-III, the limit of the insurance payment is set in rubles in the insurance contract (policy) — Clause 4.1.3 of these Insurance Rules).

**17.2.2.** Expenses for medical evacuation and body (remains) return, which include:

**17.2.2.1. Expenses for emergency medical evacuation** by an appropriate vehicle, including expenses for accompanying person (if such company is prescribed by a physician) from the place of stay of the Insured to the place of his/her permanent residence or to the nearest medical institution at the place of residence subject to the impossibility to provide the necessary medical treatment in the place of temporary stay. Emergency medical evacuation shall be carried out exclusively in cases when its necessity is confirmed by the opinion of the Insurer's physician on the grounds of documents provided by the local attending physician and subject to the absence of medical contraindications. Expenses for medical evacuation shall be covered within the amount specified in the insurance contract.

**17.2.2.2. Expenses for medical evacuation of the Insured** from the place of temporary stay to the place of his/her permanent residence or to the nearest medical institution at the residence in the case when expenses for stay in a hospital are likely to exceed the limit of reimbursement specified in the insurance contract or in cases where treatment abroad significantly exceeds the cost of medical evacuation. Medical evacuation shall be carried out only in the absence of medical contraindications. Expenses for medical evacuation shall be covered within the amount specified in the insurance contract.

**17.2.2.3. Expenses for return of the body (remains)**, including payment for a coffin or cremation, as well as the required documents, transportation of human remains, authorized by the Assistance Company (service center) or made independently by the Insured's relatives but necessarily agreed on with the Assistance Company (service center) or with the Insurer, to the country of permanent residence of the Insured if his/her death was caused by a claim. Expenses for return of the body (remains) shall be covered within the amount specified in the insurance contract. In this case, the Insurer shall not pay the costs of funeral services at the place of permanent residence of the Insured.

**17.2.2.4.** The Insured shall reimburse the Insurer for all actual expenses incurred by the latter due to the Insured's refusal of the services to evacuate him/her to the country of permanent residence, which the Insurer has arranged with the consent of the Insured.

**17.2.3.** Search and rescue expenses, which include:

**17.2.3.1.** Expenses associated with search and rescue activities to locate the Insured in the mountains, in the sea, in the desert, in the jungle, or other remote areas, including the cost of air/sea search and evacuation to shore from a ship or from the sea.

Search and rescue expenses in case of an accident, a disaster in the mountains or at sea shall be covered by the Insurer within the limit specified in the insurance contract (policy).

**17.3.** Other unforeseen expenses, which include:

**17.3.1. Expenses for stay in hospital for one adult** (parent, guardian, close relative) during emergency hospitalization of a child under eighteen (18) years.

**17.3.2. Expenses for returning (only payment of economy class travel to the place of permanent residence) of one Companion** who is on the Trip with the Insured in case of an involuntary early return from the Trip or delayed stay of the latter due to evacuation or return of the body (remains) of the Insured as a result of a claim occurrence.

**17.3.3. Expenses incurred to return minors (one-way economy class travel confirmed by travel documents)** being with the Insured during the stay outside the permanent place of residence to the place of their permanent residence if the children are left without supervision as a result of a claim occurring to the Insured as well as payment of travel expenses of one adult accompanying the child or children. If the Insured cannot name such a person, the Insurer will arrange and pay the costs of the respective company.

**17.3.4. Expenses for the visit of an adult third party** in cases of hospitalization of the Insured traveling alone. In this case, the expenses for economy class outward-and-return travel (confirmed by travel documents) from the place of permanent residence and back shall be reimbursed. The Insurer shall also reimburse the costs of a third party's hotel accommodation, but no more than the amount in Russian rubles equivalent to three hundred (300) U.S. dollars/euro (for insurance in the territory T-III, the limit of insurance payment is set in rubles in the insurance contract (policy) — Clause 4.1.3 of these Insurance Rules). A visit by an adult third party is allowed in cases when as a result of the event all the Insured persons under the insurance contract are hospitalized, provided that all injured (sick) Insured persons are members of the same family (close relatives).



### **17.3.5. Expenses of accommodation of the Insured at the hotel, in case of his/her extended stay in the Trip due to quarantine disease and/or emergency hospitalization.**

At the same time, the costs of accommodation and travel expenses in economy class to the permanent place of residence (if supporting documents are available) are covered if there were quarantine diseases (childhood infections, dangerous diseases) that led to quarantine in relation to the Insured (with positive tests for a dangerous disease) as well as injuries and illnesses that required emergency hospitalization.

Hotel accommodation expenses are reimbursed in the amount of the limits established by the insurance contract (policy). When insuring on the territory T-III, the limit of the insurance payment is set in rubles in the insurance contract (policy) — Clause 4.1.3 of these Insurance Rules. Thereby, the accommodation shall be arranged by the Assistance Company or the Insured himself/herself, subject to mandatory agreement with the Assistance Company.

### **17.3.6. Expenses of the Insured for economy class one way travel to the place of permanent residence** (payment of only economy class travel to the place of permanent residence, confirmed by travel documents), including transfer to the airport if the Insured failed to depart in time, i.e., on the day specified in travel documents of the Insured due to the insurance event, which entailed hospitalization of the Insured.

**17.3.7. Expenses for an early return of the Insured to the place of permanent residence** (payment for travel only in economy class to the place of permanent residence, confirmed by travel documents) in case of a sudden disease (subject to emergency hospitalization) or unexpected death of a close relative in the country of permanent residence.

**17.3.8. For reimbursement of the Insured expenses for telephone calls or short text messages (SMS) with the Assistance Company and/or the Insurer** in case of claims, bills for telephone conversations and SMS messages must be attached to the Insured's Application. The insurance indemnity shall be limited to the amount specified in the insurance contract, as reflected in the Special Conditions section of the insurance contract (policy).

**17.3.9. If a regular flight is delayed by more than three (3) hours** from the time indicated on the Insured's ticket, subject to the provision of relevant documents issued by an authorized representative of the airline confirming such a delay:

**17.3.9.1.** The amount of the insurance payment for each insured event per one Insured is indicated in the insurance contract (policy).

**17.3.9.2.** The limit of the sum insured for the risk is specified in the insurance contract (policy) for the aggregate of all insured events for the entire insurance period.

**17.3.10.** Expenses in case of loss, theft, or damage to the international passport and/or transport documents of the Insured:

**17.3.10.1.** For the execution of duplicates of lost documents (passport with visa, travel documents) within the limits specified in the insurance contract.

**17.3.10.2.** The Insurer shall reimburse for expenses within the limits specified in the insurance contract for the restoration of documents on the grounds of the Application and documents confirming expenses (receipts for payment of photographs, receipts for payment of travel to the consulate/embassy).

All documents transferred to the Insurer in a foreign language, except for English and German, shall be translated into Russian and notarized.

**17.3.11. Costs of arranging of and paying for the first legal advice to the Insured**, including translation services when conducting such a consultation, if necessary and in cases when the latter is prosecuted in accordance with the civil legislation of the host country, as a result of an accidental infliction of damage to a third party by the Insured, an unintentional violation of the regulations of the host country, excluding damage and violations related to the use, possession, and storage of vehicles, narcotic drugs, psychotropic drugs, weapons of any kind. The insurance indemnity cannot exceed the amount specified in the insurance contract.

**17.3.12. Unforeseen expenses of the Insured in the event of a breakdown, loss of (highjacking, theft), or damage to a personal vehicle**, on which the Insured travels beyond the borders of the Russian Federation:

**17.3.12.1.** towing (evacuating) expenses of a personal vehicle damaged in case of an accident or broken, on which the Insured travels, to the nearest repair location in the host country. The insurance indemnity cannot exceed the amount specified in the insurance contract (insurance policy) or the fixed limit;

**17.3.12.2.** the cost of transporting passengers, including the driver, to the place of accommodation in the country of residence in the case of loss (highjacking, theft), breakdown of, or damage to private vehicles. The insurance indemnity cannot exceed the amount specified in the insurance contract.

**17.3.12.3.** The insurance indemnity shall be paid to the Insured on the grounds of an Application for receiving insurance indemnity upon incurring damage, breakdown, or loss of the vehicle with all available documents attached (for example, if such a document was issued: a report from the accident site, the invoice of the towing and/or repair crew paid by the Insured with the attachment of payment documents). All documents transferred to the Insurer in a foreign language, except for English and German, shall be translated into Russian and certified.

**17.3.13. If the charter flight is delayed**, the Insurer shall pay an insurance indemnity in the amount of the limit established by the insurance contract (policy) of the sum insured with the provision of documents confirming the flight delay.

**17.3.13.1.** The limits of the sum insured for each insured event per Insured person and for the entire insurance period are established by the insurance contract (policy).

**17.4.** The delay time of a charter flight is set by the insurance contract. Insurance risks under Clause 17.1–17.3 are specified in the special conditions of the insurance contract. In cases where the risks are not reflected in the insurance contract (insurance policy), insurance for them is not carried out and the Insurer shall not be responsible for them.

## **18. Events not considered claims, not accepted for insurance, and expenses not subject to reimbursement**

**18.1.** Upon the occurrence of events during the Trip listed in Clause 16.2, the Insurer shall not cover and shall not reimburse:

**18.1.1.** Expenses related to the treatment of the consequences of accidents and/or injuries that occurred to the Insured prior to the Trip start date.

**18.1.2.** Expenses for diagnostic services and activities (including consultations and laboratory tests), general medical examinations, vaccinations without subsequent treatment or prescription of treatment as well as without establishing a diagnosis, including presumptive.

**18.1.3.** Expenses associated with high-tech surgeries with regard to the heart and blood vessels, including angiography, angioplasty, bypass surgery, etc., except for conditions associated with an immediate threat to the life and health of the Insured (AMI, CVA).

Thereby, if these costs cannot be distinguished from the general bill for treatment, the Insurer shall not pay the first two (2) days of the Insured's stay in the hospital.

**18.1.4.** Expenses associated with obtaining medical services by the Insured not related to a sudden illness or accident.

**18.1.5.** Any expenses associated with the treatment of diseases accompanied by chronic renal or hepatic failure and requiring the next programmed (scheduled) hemodialysis, except for the relief of an acute condition, when hemodialysis is carried out to save the life of the Insured.

**18.1.6.** Expenses associated with treatment in sanatoriums and dispensaries, accommodation and treatment in homes of persons with disabilities, water, spa, natural clinics, sanatoriums, or similar institutions or hospitals.

**18.1.7.** Expenses associated with cosmetic or plastic scheduled surgery, performed to improve the psychological or physical condition of the Insured, including for skin diseases (calluses, papillomas, warts and nevi, condylomas), including any complications caused by these types of procedures and surgical treatment carried out for aesthetic or cosmetic purposes.

**18.1.8.** Expenses associated with treatment using methods of manual therapy, reflex therapy (conducting acupuncture), chiropractic, massage, homeopathy, phytotherapy and naturotherapy, physiotherapy not related to treatment and not prescribed by a doctor, etc., including the consequences of such treatment.

**18.1.9.** Expenses associated with reconstructive surgery, all kinds of prosthetics, including dental and eye prosthetics, as well as complications caused by these types of treatment.

**18.1.10.** Expenses associated with contraception, sterilization (or reverse procedure), fertilization, IVF, vasectomy, gender change, or other gender conditions, infertility or related health conditions associated with artificial insemination, fertility treatment, and the costs of preventing conception or other forms of artificial reproduction.

**18.1.11.** Expenses related to the examination and treatment of diseases by nonscientific methods.

**18.1.12.** Expenses related to the provision of services by a medical institution (by the attending physician in the host country) without an appropriate license, or if the license has been suspended.

**18.1.13.** Expenses in connection with the acquisition of noncertified drug products or the composition of which is concealed by the manufacturer, expenses associated with the purchase of foodstuff, antasthenics, weight-loss drugs, and laxatives supplied under prescription, cosmetic means, food additives, mineral water, and additives to bath water.

**18.1.14.** Expenses for treatment, which was carried out by relatives of the Insured.

**18.1.15.** Expenses related to the services not necessary from the medical point of view or to treatment, which was not prescribed by an attending physician in the host country.

**18.1.16.** Expenses related to the purchase of glasses, contact lenses, hearing aids, prostheses as well as expenses for all types of prosthetics.

**18.1.17.** Expenses associated with the treatment of radiation sickness.

**18.1.18.** Expenses associated with transplants of organs and tissues.

**18.1.19.** Costs associated with the management of pregnancy, childbirth, abortion, except as otherwise provided in the insurance contract.

The Insurer shall not be liable and shall not reimburse any expenses incurred in connection with the care, medical supervision, treatment, transportation, evacuation, and return of the body (remains) of the newborn child of the Insured.

**18.1.20.** Expenses associated with any claims incurred during the trip, taken despite medical contraindications.

**18.1.21.** Expenses incurred as a result of the voluntary refusal of the Insured to comply with the physician's instructions received in connection with a claim.

**18.1.22.** Expenses in a direct cause-effect relationship with the Insured being under influence of alcoholic, narcotic, and/or toxic substances or under the influence of psychotropic and toxic substances (other than cases of poisoning by legally acquired poor quality alcoholic beverages) and the occurred event.

**18.1.23.** Inpatient treatment expenses not authorized by the Insurer through the Assistance Company. Except for the existence of objective circumstances preventing the coordination of hospitalization at the time of occurrence of the claim, with the obligatory condition of coordinating such expenses at the first opportunity by the Insured himself/herself or his/her representative until the Insured returns from the Trip to the country of permanent residence.

**18.1.24.** Expenses related to the treatment of injuries, diseases caused by sports in breach of the rules and safety requirements, fire safety, qualified as administrative offenses and/or criminal offenses arranged in the areas prohibited for such activities (parkour, runs on prohibited routes, roofing, street acrobatics, climbing buildings, jumping from high-rise buildings with a parachute or in special equipment and similar activities).

In cases when the sport does not fall within the scope of Clause 18.1.25, it is required to categorize it as an extreme sport (2.37.3).

**18.1.25.** Expenses related to the treatment of injuries, diseases caused by the Insured's involvement in hazardous activities (including as circus and theater artists, gymnasts, ballet dancers, etc.) or production activities (as a miner, builder, electrician, industrial climber, etc.) unless otherwise provided by the insurance contract (insurance policy), which should be reflected in the insurance contract and entail an increase in the insurance premium, according to the tariffs developed by the Insurer.

**18.1.26.** Expenses related to the treatment of injuries, diseases obtained in direct or indirect dependence on the existence of civil war, civil commotions of all kinds, strikes, uprisings, riots, and their consequences, the introduction of a state of emergency or special status by order of the military and civilian authorities.

**18.1.27.** Expenses for evacuation/return of the body (remains) in case of insignificant disease or injuries, which in the opinion of the medical adviser appointed by the Insurer, can be treated locally and do not prevent further traveling of the Insured.

**18.1.28.** Expenses related to any evacuation and/or return of the body (remains) not arranged by the Insurer or the Assistance Company (unless it is impossible to reconcile evacuation and transportation for valid reasons, e.g. force majeure circumstances, critical physical condition, due to being in an inaccessible place, technical problems with the telephone system, etc.).

**18.1.29.** Expenses for any evacuation and/or return of the body (remains) as a result of oncological diseases;

**18.1.30.** Expenses due to intentional (scheduled) treatment abroad.

**18.2. Upon occurrence during the Trip of events listed in Clause 17.2.2., the Insurer shall not reimburse the costs of return of the body (remains) of the deceased if the death was caused by the following circumstances, namely:**

**18.2.1.** if death was due to suicide, attempted suicide, or intentional self-harm;

**18.2.2.** when taking narcotic, toxic, potent, and psychotropic substances, alcoholic beverages (with the exception of poisoning by legally acquired poor-quality alcoholic beverages), and also due to the treatment of injuries, upon the occurrence of which the Insured was under the influence of the above substances;

**18.2.3.** due to intentional (scheduled) treatment abroad;

**18.2.4.** due to the treatment of diseases by nonscientific methods and taking of noncertified medical products;

**18.2.5.** consequences of oncological diseases.

**18.3. Upon the occurrence of events during the Trip listed in Clause 16.2.8, the Insurer shall not indemnify for expenses in the event of a breakdown, loss of (highjacking, theft), or damage to the personal vehicle of the Insured if they occurred due to:**

**18.3.1.** expenses related to compensation of losses associated with the civil liability of vehicle owners;

**18.3.2.** expenses associated with the breakdown and/or accident of a vehicle carrying passengers for a fee, with or without a permit.

## **19. Actions of the parties upon occurrence of a claim. Procedure for insurance indemnity payment**

**19.1.** Upon the occurrence of the events stipulated in Clause 16.2:

**19.1.1.** Before receiving medical and/or other necessary assistance, the Insured or his/her representative shall contact the Insurer's representative, the Assistance Company, by calling the phone number specified in the insurance contract and inform the dispatcher of the incident. The costs of negotiations with the Assistance Company or a specialized Service Center shall be reimbursed to the Insured upon submission of supporting documents within the scope stipulated by the insurance contract.

The Assistance Company can be communicated with 24/7 via the multi-channel telephone number indicated in the insurance policy.

**19.1.2.** When contacting the Assistance Company, the Insured or his/her representative shall provide the insurance policy number, the full name of the Insured to whom the event occurred, the location and telephone number for feedback, the circumstances of the event as well as other information requested by the coordinator of the Assistance Company.

In case the Insured refuses to provide the requested data (information), the latter shall pay for the expenses independently.

**19.1.3.** The Insured undertakes to strictly follow the instructions of the Assistance Company.

**19.1.4.** Upon receipt of information, the Insurer or the Assistance Company (specialized service center) shall arrange or assist in the arrangement of the necessary medical, transportation, and other services to the Insured, as provided for under the insurance contract, and reimburse for the expenses incurred by the Insured according to the insurance contract to institutions (both directly and via intermediaries), which rendered such services to the Insured.

**19.1.4.1.** If for objective reasons that do not depend on the Assistance Company or its intermediaries the Insured is asked to pay for the services directly to the institution itself, he/she may, upon return, address the Insurer for reimbursement under the terms and conditions of these Rules.

**19.1.5.** If it is impossible to call the Assistance Company before consulting with a physician or sending to a clinic, the Insured must do so, if possible, before leaving for the country of residence. In any case, at hospitalization or applying to a physician, the Insured shall submit the insurance contract to the medical personnel for further coordination of actions with the Insurer by means of the Assistance Company.

**19.1.6.** In connection with the claim, the Insured shall have the right to contact independently the nearest medical facility, a physician and call an ambulance if he/she has not had an objective opportunity to contact the Assistance Company for a good reason, namely:

**19.1.6.1.** due to the absence of a telephone (landline or mobile) communication at the location of the Insured;

**19.1.6.2.** due to the severe painful condition of the Insured, which did not allow him/her to conduct telephone conversations.

**19.2.** If it is impossible to contact the representative of the Insurer or the Assistance Company (specialized service center), the Insured may contact independently the nearest medical institution by submitting the policy. Thereby, until the moment of returning to the country of residence, the Insured shall, if possible, coordinate with the Assistance Company or the Insurer the payment of necessary assistance. If the Insured has incurred expenses related to the claim independently, upon return from the Trip, he/she shall notify the Insurer in writing (Clauses 11.3.1-11.3.4) of the incident and submit the following documents:

**19.2.1.** Application for reimbursement for expenses related to the claim;

**19.2.2.** a copy of the identity document;

**19.2.3.** original or copy of the insurance policy; insurance information (if available);

**19.2.4.** a copy of the child's birth certificate (if insurance expenses were related to rendering medical or other services to the child);

**19.2.5.** a copy of the international passport of the Insured (the first page and the page with notes on crossing the border relating to the period of the claim);

**19.2.6.** original documents confirming payment for medical treatment, medicines, and other services (payment stamp, bank confirmation of the amount transfer, or cash register receipt);

**19.2.6.1.** A doctor's opinion with an indication of the diagnosis, prescribed treatment, certificate-invoice from a medical institution indicating the full name of the patient, the diagnosis, treatment date, treatment regimen (outpatient, inpatient, day inpatient), treatment duration, with a list of services rendered, broken down by date and cost, with a total amount payable — for reimbursement of expenses for treatment;

**19.2.6.2.** original prescriptions issued by a physician in connection with the disease, with a stamp of the pharmacy and an indication of the cost of each medicine purchased — for reimbursement of expenses for medicines;

**19.2.6.3.** original referral to laboratory tests issued by a physician and an invoice issued by the laboratory with a breakdown by dates, name, and cost of the services rendered — for reimbursement of expenses for laboratory tests.

All documents transferred to the Insurer in a foreign language, except for English and German, shall be translated into Russian and certified.

**19.2.6.4.** Documents of the medical and sanitary control and supervision services/health services of the state/region and/or medical services of the hotel/

airport/port/ship/liner and other institutions having such rights, confirming the fact of the introduction of quarantine in relation to the Insured, transfer of the Insured to the quarantine areas of the hotel/ship or a quarantine institution (observation facility) with positive test results.

**19.3.** Insurance indemnity in the form of reimbursement for expenses incurred by the Insured shall be paid by the Insurer upon receipt of all the documents requested and, if necessary, certified translations thereof within the term stipulated in the insurance contract (Clause 11.10) but not later than forty-five (45) business days from the date of submission of all the documents required and executed in a proper manner.

**19.4.** In the event of a breakdown, loss of (highjacking, theft) or damage to the vehicle as a result of an accident, on which the Insured travels beyond the borders of the Russian Federation, he/she shall report the event to the traffic police and receive a document confirming the occurrence of the accident with a description of the event and received damage to the ground vehicle as well as information about the perpetrator and the injured party. If there is a different scheme for the registration of an accident in the accident area, the Insured shall follow this scheme and receive documents in the form prescribed by local authorities for subsequent submission to the Insurer.

**19.4.1.** If it is necessary to call the service crew for the subsequent towing of the ground vehicle to the nearest repair point in the territory of the temporary stay, the Insured may contact the Assistance Company to clarify the telephone numbers of the local auto repair services. Further settlements with the towing service and the repair crew at the car service center shall be performed by the Insured independently while receiving all the required documents confirming the amount of expenses incurred and the nature of the works performed. Upon return, the Insured shall contact the Insurer to submit an Application for receiving insurance indemnity for the fact of damage, breakdown, or loss of a ground vehicle with all available documents attached. All documents transferred to the Insurer in a foreign language, except for English and German, shall be translated into Russian and certified.

### Section III

## Insurance against accidents during the trip

### 20. Insurance parties

**20.1.** Under the insurance contract, the life, health, and capacity for work of the Policyholder himself/herself or other individuals specified in the insurance contract, hereinafter referred to as the "Insureds," can be insured.

**20.2.** With the consent of the Insured, expressed in writing or by the personal will of the Insured, the Policyholder shall have the right to designate any person (or several persons in the established proportion) as a beneficiary of insurance coverage (Beneficiary) in case of death of the Insured. In the event that several Beneficiaries are appointed under the insurance contract and the proportion of insurance coverage has not been established, the insurance coverage shall be paid to the Beneficiaries in equal proportion. If, under the insurance contract, the Beneficiary is not appointed, then in the event of the death of the Insured, the Beneficiaries shall be the heirs of the Insured.

### 21. Object of insurance

**21.1.** The object of insurance is the property and liability interests of the Policyholder (Insured) related to his/her life and capacity for work as well as to incurring additional expenses caused by harm to life, health, capacity for work of the Policyholder (Insured).

### 22. Claim. Scope of insurance coverage

**22.1.** Claim shall mean an event, which has actually occurred, under the insurance coverage and that has occurred during the period of insurance due to factors provided for in the insurance contract, as a result of which the Insurer's obligation commenced to make insurance payments to the Insured, Policyholder, Beneficiary, or other third parties.

**22.2.** Claims are events that are the direct result of an accident(s) occurring during the term of the insurance contract (insurance policy). The insurance contract may provide for insurance against one or several risks from the following list:

The following events are recognized as claims:

**22.2.1.** Death of the Insured, including as a result of a Traffic Accident that occurs within one (1) year after the Accident and is a direct consequence thereof. Indemnity for this risk is 100% of the sum insured.

**22.2.2.** Burns of the Insured due to an accident. Indemnity for this risk is determined by the following proportion:

Nature of injury	Insurance indemnity amount (% of sum insured)
Third-degree burns accompanied by the development of burn disease and scarring of soft tissues (from 30% or more of the whole body surface)	80
Third-degree burns without the development of burn disease (up to 30% of the whole body surface)	30

**22.2.3.** Disability of the Insured due to an accident. Indemnity for this risk is determined by the following proportion:

Disability group	Insurance indemnity amount (% of sum insured)
Disability Group I (first)	100
Disability Group II (second)	75
Disability Group III (third)	50

With regard to the insurance of children, only the concept of "disability" is applied without assignment of disability groups, but with the assignment of the category "disabled child". Indemnity for this risk is 100% of the sum insured.

**22.3.** The events provided for in Clause 22.2 shall be recognized as claims if they occurred during the term of the insurance contract and are confirmed by documents issued by the competent authorities in accordance with the procedure established by law (civil registration body, medical institutions, medical and social assessment, court and others).

### 23. Events not considered claims, not accepted for insurance, and expenses not subject to reimbursement

**23.1.** The events listed in Clause 22.2 shall not constitute a claim if they occurred as a result of:

**23.1.1.** Effects of a nuclear explosion, radiation, and radioactive, chemical, or bacteriological contamination.

**23.1.2.** Military actions and maneuvers or other military events.

**23.1.3.** Civil war, civil commotions, strikes.

**23.1.4.** If not explicitly provided for in the insurance contract (insurance policy), the exclusions from the insurance shall include the participation of the Insured in sports activities, training, competitions (except for amateur sports, such as running, football, volleyball, table tennis, and other games not associated with increased traumatism).

**23.1.5.** Intentional actions of the Insured or the Beneficiary (or another person directly or indirectly interested in the occurrence of the claim) aimed at the occurrence of the claim, including suicide (attempted suicide) of the Insured and causing bodily injuries.

**23.1.6.** The commission or attempt of the Insured to commit an intentional crime, another offense that affected the occurrence of the claim.

**23.1.7.** Use of alcohol, narcotic, psychotropic, and toxic substances by the Insured (with the exception of poisoning by legally acquired poor-quality alcoholic beverages).

**23.1.8.** Events mentioned in these Insurance Rules or in the insurance contract (insurance policy) as exceptions to insurance.

**23.2.** The events and acts listed in Clause 23.1 of these Insurance Rules shall be recognized as such on the grounds of a decision or ruling of a court that has taken effect, a decision of the prosecutor's office, or other documents proving the fact of the crime, in accordance with the procedure prescribed by the legislation.

### 24. Actions of the parties upon occurrence of a claim. Procedure for insurance indemnity payment

**24.1.** The Insurer shall pay the insurance coverage in accordance with these Insurance Rules, insurance indemnity payment tables, and insurance contract on the grounds of a written application of the Policyholder, Insured, Beneficiary,

the heirs of the Insured, documents confirming the occurrence of the claim, and other documents.

**24.2.** The amount of insurance indemnity shall be determined in accordance with this Clause and the principles set forth in Clause 22.2 of these Insurance Rules, and the terms of the insurance contract.

**24.2.1.** Upon the occurrence of claims provided for in Section III of these Insurance Rules, the Insurer shall pay the insurance indemnity in the amount provided for in Clause 22.2.3 of these Insurance Rules. If payments have been made previously to the insured under the insurance contract, the insurance coverage shall be paid less the amount previously paid.

**24.2.2.** Upon the occurrence of the event provided for in Clause 22.2 of these Insurance Rules, the amount of the insurance indemnity shall depend on the degree of disability and shall be determined on the grounds of diagnosis in accordance with the proportions established by these Insurance Rules.

**24.3.** Payment of insurance indemnity (or the amount of insurance indemnity for the entire term of the insurance contract) under no circumstances may exceed the sum insured provided for by the insurance contract.

**24.4.** If the insurance contract (insurance policy) establishes separate sums insured for different risks, the amount of insurance indemnity for an individual risk cannot exceed the sum insured for this risk.

**24.5.** Upon the occurrence of the claim "death of the Insured" under Clause 22.2.1, the insurance indemnity shall be paid in the following manner: insurance indemnity paid to the Beneficiary or the legal heirs of the Insured in the amount of 100% of the sum insured.

**24.6.** Upon the occurrence of the claim "burns of the Insured" under Clause 22.2.2, the insurance indemnity shall be paid in accordance with the proportions stipulated by these Insurance Rules.

**24.7.** Upon the occurrence of the claim "disability of the Insured" under Clause 22.2.3, insurance indemnity shall be paid in the amount specified in Clause 22.2.3 of these Rules. In this case, the amounts paid under previous claims shall be deducted from the amount of the payment if such cases resulted in the disability of the Insured.

**24.8.** The insurance contract may stipulate that if during the term of the insurance contract the disability group of the Insured changes to the extent of increase in its degree, the Insurer shall make an additional payment in the amount of the difference between the sum insured payable with a higher degree of disability and the sum insured paid to the Beneficiary for the previously established lower degree of disability.

**24.9.** When assigning a category of "disabled child" to a Child being the Insured, the insurance indemnity shall be paid in the amount of 100% of the sum insured established under the insurance contract.

**24.10. When applying for insurance indemnity to the Insurer using any of the methods specified in Clauses 11.3.1-11.3.4, the following documents shall be provided:**

**24.10.1.** By the Insured in the event of total permanent, partial permanent, or temporary loss of general capacity for work: insurance contract or insurance information; application for insurance indemnity (can be made on the Insurer's letterhead or in any form); copy of the identity document (of the applicant and beneficiary of the insurance indemnity); documents of the medical institution confirming the diagnosis and, if necessary, the duration of the period of disability (original or copy certified in the prescribed manner); a copy of the document proving the identity of the Insured.

**24.10.2.** By the Beneficiary in case of death of the Insured: insurance contract or insurance information (copy); application for insurance indemnity (can be made on the Insurer's letterhead or in any form); a notarized copy of the death certificate of the Insured; detailed medical report of death (original or copy, certified in the prescribed manner); copy of the identity document. If a preliminary investigation has been carried out on the death of the Insured, a decision shall also be provided to initiate a criminal case/decision not to initiate a criminal case (original or copy certified in the prescribed manner).

**24.10.3.** By the heir (heirs) of the Insured in the event of the death of the Insured: documents listed in Clause 24.10; certificate of inheritance (original or notarized copy).

**24.10.4.** The Insurer shall have the right to require the Policyholder to provide other documents relating to the insurance contract (including an X-ray film as well as other documents confirming the occurrence of the claim and the applicant's right to receive the insurance payment).

**24.11.** The Insurer shall be entitled to schedule a medical examination and/or inspection (expertise) of the Insured to confirm the injuries/bodily injuries of the latter. If the Insured refuses to undergo a medical examination and/or inspection (expertise), the Insurer has the right to refuse to pay insurance compensation.

**24.12.** To determine the cause of the claim and the circumstances of its occurrence, the Insurer shall have the right to apply to the competent authorities as well as to require the person who applied for the insurance indemnity to provide other documents (including radiographs for fractures, a forensic expert report on the cause of death of the Insured, extracts from the patient medical record).

**24.13.** The Insurer has the right to postpone the payment of insurance indemnity until the person who has submitted the claim for payment provides all the necessary documents, and in case the said person refuses to submit the required documents, the Insurer has the right to refuse payment of the insurance indemnity.

**24.14.** After all the necessary documents have been submitted, the Insurer shall, within the time limits set forth in Clause 11.10., decide on the payment of insurance indemnity or on the recognition of the event as non-insured.

## Section IV

# Luggage insurance

## 25. Claim

**25.1.** Claims for risk of "Luggage Insurance" are the events occurring during the period of the Trip, related to the loss of, damage to, or delay of luggage belonging to the Insured, handed over to the luggage compartment of the airline company.

**25.2.** In case of loss of luggage handed over to the luggage compartment of the air carrier, the Insurer shall pay the insurance indemnity within the limit specified in the insurance contract in accordance with Clause 25.2.1., but not more than for 2 (two) pieces of luggage.

**25.2.1.** The Insurer shall pay the insurance indemnity for each kilogram of luggage, but not more than the limit established by the insurance contract:

The amount per kg of weight for business class, c.u.	The amount per kg of weight for economy class, c.u.
50	25

**25.3.** If the luggage accessory is damaged (suitcase, travel bag, backpack, bag, briefcase, stroller, etc.), with the exception of carry-on luggage, the Insurer shall pay an insurance indemnity equivalent to seventy (70) U.S. dollars/euros per luggage item but not more than for two (2) pieces.

**25.4.** If luggage handed over to the airline company is delayed at the destination of the Trip for more than six (6) hours from the time of the Insured's arrival at the destination of the Trip (including transit traffic):

**25.4.1.** The Insurer shall pay the insurance indemnity equivalent to one hundred (100) U.S. dollars/euros per one (1) person. If the number of Insureds is three (3) or more persons specified in one insurance contract, the Insurer shall pay the insurance indemnity equivalent to three hundred (300) U.S. dollars/euros for all Insureds.

## 26. Events not considered claims, not accepted for insurance, and expenses not subject to reimbursement

**26.1.** If the luggage is damaged, the Insurer shall not be liable for the property that is the contents of the luggage (objects, things, etc.).

**26.2.** The Insurer, for risk of "Luggage Insurance," shall not accept for insurance and shall not be liable for luggage transported by land and water transport.

**26.3.** In any case, the Insurer shall not cover expenses as a result of the theft of the Insured's luggage, which he/she left without proper supervision and outside the designated storage areas.

**26.4.** The Insurer shall not recognize events as claims and shall not reimburse luggage insurance expenses if they occurred due to:

- property damage by insects or rodents;
- scratches, scuffs, peeling paint, other changes in the appearance of the property, not causing a violation of its functions.
- Damage to luggage sent separately (CARGO) or by mail;
- arrest, confiscation or other lawful seizure of the luggage.

**26.5.** The Insurer does not make insurance payments as a result of luggage delay upon arrival of the Insured at the airport of the country/area of permanent residence.

## 27. Actions of the parties upon occurrence of a claim. Procedure for insurance indemnity payment

**27.1.** In case of loss, damage to or delay of the luggage handed over to the luggage compartment of the carrier, the Insured shall contact the carrier's authorized persons to obtain documents recording the fact of loss, damage to or delay of luggage, including photos and/or video materials (if applicable).



The refusal of these persons to provide or execute properly the relevant documents shall also be made in writing.

**27.2.** Insurance indemnity in the event of loss of luggage shall be paid in addition to the carrier's compensation on the basis of confirmation of full loss of luggage and only after such compensation has been received by the Insured from the carrier.

**27.3.** Upon returning from the Trip, the Insured shall send using any of the methods specified in Clauses 11.3.1–11.3.4, an Application to the Insurer for the insurance indemnity with an attachment of a copy of an identity document (of the applicant and beneficiary), copies of an international passport (all pages), and/or other information confirming the Trip, during which the claim occurred, and depending on the category of the claim, originals and/or copies of the documents listed in this section.

## Section V

### Civil liability insurance for the trip period

#### 28. Claim

**28.1.** The claim for risk of "Civil Liability Insurance" is an event that occurred during a foreign Trip, as a result of which the Insured is obliged to reimburse for the damage inflicted to the life, health, and/or property of third parties. Thereby, the event shall be considered a claim if the harm and/or damage is caused as a result of the unintentional actions of the Insured, which is confirmed by a judicial decision that has taken effect. If the damage is inflicted only to the property of third parties, the Insurer may recognize the event as a claim on the grounds of a justified pre-trial property claim of the injured third party to the Insured.

#### 29. Expenses reimbursed by the insurer

**29.1.** Upon occurrence during the Trip of events, as a result of which the Insured is obliged to reimburse for damage inflicted to the life, health, and/or property of third parties, the Insurer shall reimburse:

**29.1.1.** Direct real property damage caused to a third party as a result of damage (destruction), loss of property owned by a third party (or belonging to him/her on the grounds of a legally documented legal relationship) within the actual value of the property or the cost of its restoration (repair). At the same time, the Insurer's liability shall be limited to the amount within the limit specified in the insurance contract (insurance policy).

**29.1.1.** Property damage inflicted to a third party, not exceeding the amount equivalent to one thousand (1,000) U.S. dollars/euros:

- insurance indemnity shall be paid on the grounds of documents confirming the costs of reimbursement for damage.

**29.1.2.** Property damage inflicted to a third party, exceeding the amount equivalent to one thousand (1,000) U.S. dollars/euros:

- insurance indemnity shall be paid on the grounds of documents confirming the costs of reimbursement for damage and documents of the competent authorities (judicial acts, police orders, etc.) in effect in the territory of the Trip.

**29.1.3.** Physical harm inflicted to a third party, within:

- a) the amount of expenses required for medical treatment and/or subsequent rehabilitation of the injured person on the grounds of judicial acts in effect in the territory of the Trip;
- b) the amount of the part of the earnings, which the dependent persons of the victim lose in case of death of the affected person, on the grounds of judicial acts in effect in the territory of the Trip;
- c) the amount of the incurred funeral expenses — in case of death of the affected person, on the grounds of judicial acts in effect in the territory of the Trip.

**29.2.** At the same time, the Insurer's liability shall be limited to the amount within the limit specified in the insurance contract (insurance policy).

#### 30. Events not considered claims, not accepted for insurance, and expenses not subject to reimbursement

**30.1.** The Insurer shall not reimburse for the expenses for risk of "Civil Liability Insurance" in the event of liability for damages to life, health, and property of third parties if they occurred in connection with:

- 30.1.1.** the implementation of professional (labor) activities of the Insured under an employment or civil law contract;
- 30.1.2.** inflicting moral harm;
- 30.1.3.** indirect losses, including lost profits;
- 30.1.4.** damage or harm inflicting through gambling or betting;
- 30.1.5.** liability arising from the use or operation by the Insured of motor vehicles, motorcycles, aircraft, and vessels;

**30.1.6.** liability of any kind arising directly or indirectly, or in part, as a result of pollution of the atmosphere, water or soil and other pollution of the surrounding environment;

**30.1.7.** damage or harm caused by the action or inaction of the Insured who is in a state of alcoholic, toxic, narcotic intoxication or under the influence of psychotropic and toxic substances, or their consequences;

**30.1.8.** unlawful acts of a third party, the Insured himself/herself or a crime;

**30.1.9.** violation of copyright and other exclusive rights to intellectual property;

**30.1.10.** fishing or hunting;

**30.1.11.** damage caused to animals belonging to the Insured;

**30.1.12.** transfer of the disease to another person (infection, etc.);

**30.1.13.** any internal family relationships of the Insured with respect to members of his/her family;

**30.1.14.** damage to or loss of property leased by the Insured (except for hotel/apartment property) or borrowed, or transferred for custody and/or storage.

#### 31. Actions of the parties upon occurrence of a claim. Procedure for insurance indemnity payment

**31.1.** Upon the occurrence of events during the Trip listed in Clause 29.1 of these Rules, the Insured shall:

**31.1.1.** Take all possible measures to reduce or prevent damage to property and/or to save the lives and/or the health of third parties.

**31.1.2.** Whenever possible and in compliance with the laws of the country of the Trip, make photo, audio, and video recordings of events in order to protect his/her interests and/or determine the amount of harm caused.

**31.1.3.** Receive documents confirming the fact of property damage and expenses for damages:

**31.1.3.1.** If the damage does not exceed the amount equivalent to one thousand (1,000) U.S. dollars/euros, the documents confirming the costs of compensation for damage (an invoice with a mark of payment, an act of property damage, checks and/or receipts for payment for repairs, checks and/or receipts for damages reimbursement, etc.).

**31.1.3.2.** If the damage exceeds the amount equivalent to one thousand (1,000) U.S. dollars/euros, documents confirming the costs of compensation for damage (an invoice with a mark of payment, an act of property damage, checks and/or receipts for payment for repairs, checks and/or receipts for damages, etc.) as well as documents issued by the competent authorities (judicial acts, police orders, court decisions, etc.) of the state of the Trip.

**31.1.4.** Contact the competent authorities and directly notify the Insurer of the incident by any available means, informing about the circumstances and details of the event and providing, if possible, the testimony of witnesses, the victim (or his/her official representatives) and other documents (including photos, audio and video) allowing to assess the degree and nature of the event.

**31.1.5.** Follow the recommendations of the Insurer. Without the written consent of the Insurer, make no promises/guarantees to the affected party on its own behalf and/or on behalf of the Insurer orally and/or in writing and not recognize the guilt in part or in full.

**31.1.6.** The Insured may not sign documents, the meaning of which he/she does not understand.

**31.1.7.** Independently arrange the protection of his/her interests in court, including the search for witnesses, the payment of lawyer services and the preparation of the necessary documents.

**31.2.** Upon returning from the Trip, the Insured shall send using any of the methods specified in Clauses 11.3.1–11.3.4, an Application to the Insurer for the insurance indemnity with the following documents attached:

- a) a copy of the identity document;
- b) a copy of the international passport (all pages), with notes on crossing the border of the Russian Federation and/or other information confirming the Trip relating to the period of the claim as well as a copy of the insurance policy / insurance information;
- c) documents confirming the amount of the harm caused (including photo, audio and video recordings, if applicable) to the life, health and/or property of the third party;
- d) the original court decision that has taken (in case of court proceedings), including documents confirming that the Insured has paid for harm to the life, health, and/or property of a third party; or
- e) only in cases of damage to property: the original of the pre-trial property claim of the injured third party to the Insured, including documents confirming the payment of the property damage by the Insured to the third party.

**31.3.** If the Insured has not paid the invoice for damage caused to a third party after returning from the Trip, the Insurer shall pay the invoice to a third party on its own, provided all the necessary documents are submitted.

**31.4.** The Insurer may not pay an insurance indemnity if the Insured has indemnified a third party for the damage without obtaining the Insurer's written consent.

## Insurance of expenses related to involuntary trip refusal, early termination of the trip, or involuntary extension of the trip

### 32. Claim

**32.1.** Claim shall mean an event, which has actually occurred, under the insurance coverage and that has occurred during the period of insurance due to factors provided for in the insurance contract, as a result of which the Insurer's obligation commenced to make insurance payments to the Insured, Policyholder, Beneficiary, or other third parties.

**32.2.** According to these Insurance Rules, a case of involuntary refusal of the planned Trip (cancellation of the Trip) is the impossibility of the Insured to make the intended Trip outside the place of permanent residence due to:

- a) Death; sudden illness (subject to emergency hospitalization and further hospital treatment, except for day hospital and outpatient cases that ended with emergency hospitalization during the planned Trip); injuries of any complexity (if there are medical indications according to the conclusion of the CEC (clinical expert commission) that prevent the Trip from being performed within the specified trip time), dangerous diseases, childhood infections occurred for the Insured or his close relative.
- b) Death or sudden illness (subject to emergency hospitalization and further treatment in the hospital, except day hospital) the spouse of the Insured or his/her close relative.
- c) Damage or destruction of the property (other than a vehicle) belonging to the Insured as a result of a natural disaster, flooding, engineering network failure, traffic accident, third-party actions, including actions that resulted in a fire, which resulted in significant damage (destruction of more than 70% of the property) and significantly affected the financial standing of the Insured, or in accordance with the legislation of the Russian Federation, those requiring personal presence of the Insured in his/her place of permanent residence/outside the territory of the Trip;
- d) The need for personal (independent) participation of the Insured in criminal and/or administrative court proceedings initiated during the insurance period, as a victim, witness and/or expert.

If the Insured participates in a criminal and/or administrative court proceeding (legal proceedings) as a representative and/or if the Insured performs professional or labor functions, the event shall not be considered as a claim and the expenses of the Insured shall not be refundable by the Insurer.

- e) Failure to obtain, delays in obtaining or obtaining within another term than that requested, an entry visa; erroneous actions of authorized organizations when applying for an entry visa (making mistakes in the applicant's data, registering for another person, loss of documents submitted for a visa, etc., preventing crossing the border) by the Insured and/or his/her close relative accompanying the Insured during the Trip and indicated with him/her in the same agreement with the tourist organization, in one hotel room, apartment booked and paid for, etc., subject to timely submission of the documents for visa, subject to compliance with the necessary consular requirements for the documents submitted for a visa as well as in the absence of **previous visa denials**, except for the cases of cancellation of such denial or upon expiration of three (3) months after the date of denial for all participants in the Trip;
- f) in case of cancellation of the Trip (early termination of the Trip) of the Insured and/or his/her close relatives due to the refusal of entry to the country of temporary residence, as evidenced by the absence in the international passport of the Insured of the mark by the border services on entry and/or a statement of refusal to enter the country of temporary residence.
- g) Technical malfunctions, failure in the operation of machine devices, and other unforeseen circumstances that occurred to the vessel (liner, boat, icebreaker, motorship, yacht, etc.) cruising on the planned route that resulted in the cancellation of the Trip.

**32.3.** According to these Insurance Rules, a recognized claim shall be an early termination of a Trip that has already begun, or an involuntary extension of the Trip, due to:

- a) Early return of the Insured from the Trip to the country of permanent residence if such return is caused by illness (subject to the need of inpatient treatment) and/or death of his close relative or close relative of his spouse in the country of permanent residence.
- b) Involuntary delay of the Insured's Trip after the expiration date caused by death, accident, sudden illness (subject to inpatient treatment) of a close relative travelling with him/her, accompanying the Insured during the Trip and indicated with him/her in one agreement with the tourist organization or in one booked and paid hotel room, apartment, etc.

- b) Technical malfunctions, failure in the operation of machine devices, and other unforeseen circumstances that occurred to the vessel (liner, boat, icebreaker, motorship, yacht, etc.) cruising on the planned route that resulted in the interruption of the commenced Trip;

### 33. Expenses reimbursed by the insurer

**33.1.** Upon the occurrence of the events listed in Clauses 32.2 and 32.3 the Insurer shall reimburse the costs of compensation for losses incurred as a result of the involuntary refusal of the Insured's Trip outside the place of permanent residence or the costs of compensation for losses arising from an early termination of the Trip that has already started or involuntary extension of the Trip, namely:

**33.1.1.** Expenses incurred by the Insured in the cases provided for in Subclauses a), b), c), d) of Clause 32.2 and related to the involuntary return of the travel documents, the refusal of a room booked at the hotel, and other services related to the arrangement of the Trip (transfer, etc.), which were paid for by the Insured and are not reimbursable or partially reimbursable by the transport company, consulates, hotels, etc., as evidenced by the relevant documents.

Expenses incurred by the Insured in connection with the involuntary return of travel documents shall be reimbursed upon confirmation by the transport company (carrier) of the refusal to refund expenses for the return of tickets, or partial reimbursement of expenses when returning tickets.

**33.1.2.** Expenses incurred by the Insured due to the reasons provided for in Clause 32.2 e) and associated with the payment of the consular fee of the embassy of the destination state as well as with the purchase/exchange of air, train, and other transport tickets and payment of ground handling, hotel accommodation, apartments, etc., as confirmed by the relevant documents.

**33.1.3.** Expenses incurred by the Insured under the reasons provided for in Subclause f) of Clause 32.2 and related to the involuntary refusal of a room booked at the hotel, and services related to the arrangement of the Trip (except for the services used — visa, transfer, travel tickets, etc.) as a result of refusal to enter the country of temporary stay which were paid for by the Insured and are not reimbursable or partially reimbursable by such companies and as evidenced by the relevant documents;

**33.1.4.** Expenses incurred by the Insured person for the reasons provided for in Clause 32.2, Subclause h) if a planned Trip is canceled, within the confirmed cost of accommodation in the cabin for the unused Trip as well as the cost of purchasing new or reissuing existing air and railway tickets due to the need to return to the place of permanent residence.

**33.1.5.** Expenses incurred by the Insured upon his/her early return from the Trip, caused by the reasons provided for in Clause 32.3 a) within the limits of the sum insured outlined in the insurance contract. In this case, the expenses for the purchase of tickets of economy class, the transfer of a one-time urgent message (telephone, telefax, telegram, etc.), as well as the confirmed cost of living in a hotel room, apartments, etc., for the unused part of the period of stay outside the permanent residence shall be reimbursed.

Expenses for the purchase of travel documents are to be reimbursed only if the initial ticket is not to be refunded. In case the travel documents are reissued, the Insurer shall reimburse the documented and justified expenses associated with the reissue of travel documents.

**33.1.6.** The documented additional expenses incurred by the Insured as a result of the delay in his/her return after the end of the Trip caused by the reasons provided for in Subclause b) of Clause 32.3 within the limits of the sum insured established in the insurance contract. Thereby, the Insured's hotel accommodation expenses shall be reimbursed in an amount not exceeding the amount in Russian rubles equivalent to three hundred (300) U.S. dollars/euro (for travel on the territory of T-III — nine thousand (9,000) rubles), purchase of economy class tickets, transfer of a one-time urgent message (telephone, telefax, telegram), unless the insurance contract provides otherwise.

**33.1.7.** Expenses incurred by the Insured for the reasons provided for in Clause 32.3, Subclause c), in case of early return of the Insured from the Trip, within the confirmed cost of accommodation in the cabin for the unused part of the period of stay outside the place of permanent residence as well as the cost of purchasing new or reissuing existing air and railway tickets due to the need to return early to the place of permanent residence.

### 34. Events not considered claims, not accepted for insurance, and expenses not subject to reimbursement

**34.1.** Upon the occurrence of the events listed in Clause 32.2 and Clause 32.3, the Insurer shall not reimburse the expenses incurred for compensation for losses arising from the involuntary refusal of the Trip, or the involuntary interruption of the Trip, or the involuntary extension of the duration of the Trip if they occurred due to:

**34.1.1.** The state of alcoholic, narcotic or toxic intoxication of the Insured or his/her close relative, a close relative of his/her spouse;

**34.1.2.** Deliberate acts or as a result of gross negligence by the Insured or Beneficiary, his/her close relative, a close relative of the spouse of the Insured, or interested parties, if such actions were aimed at the occurrence of the claim;

**34.1.3.** Suicide (attempted suicide) of the Insured or his/her close relatives, close relatives of the spouse of the Insured;

**34.1.4.** Natural disasters and their consequences, weather conditions. This exception shall not apply to the cases referred to in Subclause c) of Clause 32.2 of these insurance terms and conditions.

**34.1.5.** Epidemics, pandemics, general quarantine.

**34.1.6.** Acts of any government and/or administration authorities as well as statements of state officials including bans on entry/exit from/to the country. Illness/injury/death occurring at the time or after the publication of such regulatory/legislative acts and/or statements of officials is not an insured event, and the costs of such events are not reimbursed.

**34.1.7.** Failure to obtain an entry visa if the Insured or his/her close relative accompanying the Insured during the Trip and indicated with him/her in the same agreement with the tourist organization, in one hotel room, apartment booked and paid for, etc. had previous visa denials (except in cases of cancellation of this refusal or upon expiration of three (3) months after the date of denial) or visa violations, including in the case of failure to comply with the necessary consular requirements for the documents submitted for visa, and if there have been cases of bringing him/her to criminal, administrative, or any other liability in the territory of the host country.

**34.1.8.** Failure to obtain an entry visa due to the closure of institutions that process and issue visas (embassies, consulates, etc.).

**34.1.9.** Commission of the unlawful act, which is the grounds for cancellation (interruption) of the Trip, by the Insured, his/her close relative, the close relative of the spouse of the Insured;

**34.1.10.** Liquidation / bankruptcy / financial insolvency of the tour operator/ travel agent, hotel, etc. or the absence of a tour operator, travel agent, hotel, etc. at the address known to the Insurer;

**34.1.11.** Failure to fulfill or improper fulfillment of its obligations by a tour operator, travel agent, hotel, etc.;

**34.1.12.** Exacerbation or complication of existing oncological diseases, as well as in the case of a newly diagnosed oncological disease for the Insured or his/her close relatives, close relatives of the spouse of the Insured;

**34.1.13.** Convulsive conditions, epilepsy, mental disorders, and behavioral disorders, neuroses (panic attacks, depression, hysterical syndromes, etc.), episodic and paroxysmal nervous system disorders, sleep disorders, demyelinating diseases of the nervous system as well as their complications and any other consequences (injury, illness or death) caused by these conditions of the Insured or his/her close relatives, close relatives of the spouse of the Insured;

**34.1.14.** The need for care by the Insured for sick and close relatives;

**34.1.15.** Planned vaccinations in accordance with the planned vaccination schedule (including the vaccination schedule for children) of the Insured and his/her close relatives;

**34.1.16.** Planned management of pregnancy, the natural course of pregnancy at any time, including planned hospitalization for maternity of the Insured or her close relatives.

**34.1.17.** Planned hospitalizations and surgeries of the Insured or his/her close relatives.

**34.1.18.** Noncompliance with the requirements of consular services for visas to make a Trip abroad by the Insured or his/her close relative, or the person accompanying the Insured and indicated with him/her in the same agreement with the tourist company or in the same booked and paid room of the hotel, apartment, etc.

## **35. Insurance indemnity payment procedure**

**35.1.** Upon the occurrence of the events specified in Clause 32.2 and Clause 32.3, the Insured shall declare it to the Insurer using any of the methods specified in Clause 11.3.1–11.3.4, not earlier than the at the Trip start date. The Statement shall indicate the nature and circumstances of the claim, name the intermediary who formed the tourist group or the address of the hotel, apartment, etc.

**35.2.** The following documents shall be attached to the Statement (if necessary, certified translations of the original documents made up in languages other than Russian):

- 35.2.1.** a copy of the identity document (of the applicant and beneficiary);
- 35.2.2.** original or copy of the insurance contract (insurance policy); original or copy of insurance information (if available);
- 35.2.3.** copies of all pages of the international passport (including blank ones) of the Insured (if the visa is denied or the visa is delayed); the first page of an international passport and a page with notes on crossing the border relating to the period of the claim (in case of early return or delayed return);
- 35.2.4.** a copy of the birth certificate of the child (if the costs are related to the provision of services to the child);

**35.2.5.** documents (copy) confirming the relationship of the Insured and a close relative (in cases where the event occurred with a close relative or one of the Insured participating in the Trip);

**35.2.6.** the original or a copy of the contract for the provision of travel services, booking and proof of payment for the hotel room, apartment, as well as documents (original or copy) confirming the payment of the Trip;

**35.2.7.** documents confirming the refund to the Insured by the travel agency, hotel, apartments, airline, other companies of a part of the amount of funds under the travel services provision contract or under the booking terms (calculation of the refund and expenditure cash voucher);

**35.2.8.** documents of the tour operator, hotel, apartment, other companies, confirming the losses of the Insured, incurred by him/her due to the applied penalties established for the cancellation of the Trip in the travel services provision contract or under the booking terms;

**35.2.9.** Documents of the health control and surveillance services/health services of the state/region, confirming the fact of quarantine introduction against the Insured, based on the positive results of the test/analysis for a dangerous disease/childhood infection;

**35.2.10.** documents of the transport company, consulate, hotel, and other organizations, the services of which the Insured used for the arrangement of an overseas Trip, confirming the losses connected with the involuntary return of travel documents (air tickets, train tickets, other tickets (travel documents)), refusal of the hotel reservation;

- a) documents and information which are necessary to determine the nature of the claim, if it is impossible to make the Trip due to illness, injury or death:
  - originals or copies: discharge epicrisis of the official medical institution (hospital) with the circumstances of injury (in case of traumatic injury), full diagnosis, treatment period, medical and diagnostic measures;
  - a copy of the death certificate, a copy of the death statement indicating the cause of death, documents confirming the relationship of the Insured and a close relative;
- b) a copy of the confirmation of damage to or destruction of the property belonging to the Insured — originals or copies of reports of the police or relevant administrative services confirming the fact of damage;
- c) if resulted from court proceedings, court summons (copy) and the court ruling, decision, order (copy certified by the court);
- d) if resulted from entry visa denial, the official denial of the embassy consular service (if any) and copies of all pages of the Insured's international passport (including blank pages);
- e) if resulted from the delay in obtaining an entry visa or obtaining an entry visa within the term other than those requested, and copies of all pages of the Insured's international passport (including blank pages);
- f) in case of early return of the Insured and his/her relatives from the Trip due to the refusal of entry into the country of temporary residence, documentary evidence of this refusal. Also, air ticket and boarding pass, confirming both the fact of the Insured's arrival in the country of temporary residence and the fact of his/her return to the territory of permanent residence, dated the day of arrival or the day following it;
- g) official confirmation from the air carrier, other carrier (railway, cruise liners, including tour operator, etc.) of its refusal to refund for the forced refusal of travel documents or confirmation of receipt of compensation (a part thereof) from the carrier, specifying the amount of compensation paid to the Insured upon the forced return of travel documents.

This requirement shall apply to flights operated on a regular basis.

**35.2.11.** In case of involuntary return of the Insured and his/her relatives from the Trip in accordance with Clause 32.2 (Subclause f)), it is required to submit tickets and documents confirming the cost thereof or documents confirming reissue cost of travel documents; a document confirming the cost of one urgent message; a document confirming the cost of unused hotel accommodation.

**35.2.12.** In case of delayed return of the Insured from the Trip in accordance with Subclause a) of Clause 32.3, it is required to submit tickets and documents confirming the cost thereof or documents confirming reissue cost of travel documents; a document confirming the cost of one urgent message; a document confirming the cost of additional hotel accommodation.

**35.2.13.** As a result of the cancellation of the planned Trip, the early return of the Insured from the Trip due to the reasons provided for in Clause 32.2 (Subclause g)) and Clause 32.3 (Subclause c)), it is required to submit

- a) documents confirming the fact of interruption of the cruise as a result of the occurrence of technical problems, malfunctions, failure in the operation of machine devices and other unforeseen circumstances that occurred to the vessel (liner, boat, icebreaker, motorship, yacht, etc.);
- b) when making a cruise on the planned route — the fact of payment of the cost of living in the cabin during the stay in the Trip; tickets and documents confirming their cost or documents confirming the cost of re-issuing of travel documents.

**35.3.** Insurance indemnity in the form of reimbursement for expenses incurred by the Insured shall be paid by the Insurer upon receipt of all the documents

requested and, if necessary, certified translations thereof within the term stipulated in the insurance contract (Clause 11.10) but not later than forty-five (45) business days.

**35.4.** The Insurer may send an official request to the tour operator, or travel agent, or a hotel, etc. to determine or confirm the amount of expenses incurred by the Policyholder (Insurer), and also may request originals of the documents provided and additional information for the event.

- The Insurer may pay the insurance indemnity upon the provision of supporting documents from the tour operator according to the scope of its final actual expenses.
- The Insurer may postpone the decision on insurance indemnity payment until such documents are submitted.

**35.5.** The Policyholder (Insured) shall immediately notify the tour operator, travel agent, or hotel, etc. of cancellation of the Trip or its postponement for the purpose of the maximum reduction of tariff sanctions prescribed in the contract for the provision of tourist services or in accordance with the booking terms and conditions.

## Section VII

# Insurance of expenses related to obtaining necessary legal assistance during foreign trips

## 36. Claim

**36.1.** Claim shall mean an event, which has actually occurred, provided for in the insurance contract, the occurrence of which the Insurer's obligation commenced to make insurance payments.

**36.2.** The claim is an actual sudden, unforeseen and unintended event, as a result of which the Insured required urgent legal assistance as a result of his/her involvement in a judicial or extrajudicial (administrative) proceedings as a result of:

**36.2.1.** damage to the health, property, property interests of the Insured by third parties;

**36.2.2.** damage to the life, health or property of third parties that caused the civil liability of the Insured.

**36.3.** In accordance with these Rules, the Insurer shall not cover the costs of events specified in Clause 36.2 arising from:

**36.3.1.** any intentional action (inaction) of the Insured, except for the necessary defense;

**36.3.2.** abuse by the Insured of a third party;

## 37. Expenses reimbursed by the insurer

**37.1.** The Insurer undertakes to arrange for the provision of legal assistance and pay the insurance indemnity for the following expenses:

**37.1.1.** The cost of advice, opinions on legal issues, information on the legislation of the country of temporary residence. Consultations shall be provided by telephone, e-mail, verbally and in writing in a lawyer's office. For counseling, traveling of the lawyer is not provided for.

**37.1.2.** The costs of defense in civil cases, cases of administrative offenses, criminal cases in which the Insured is held as a plaintiff/defendant, suspect, accused, the victim. Visit of a lawyer and translator shall be carried out in cases stipulated by the legislation of the host country, or at the discretion of the representative of the Insurer — the Assistance Company.

**37.1.3.** Expenses for the protection of the rights of the Insured in conflict situations arising when the Insured crossed the State border and the customs control zone of the Russian Federation and other countries. Visit of a lawyer and translator shall be carried out in cases stipulated by the legislation of the host country, or at the discretion of the representative of the Insurer — the Assistance Company.

**37.2.** The Insurer shall cover the expenses specified in Clause 36 of these Rules related to the organization and provision of legal assistance to the In-

sured exclusively through an Assistance Company or other persons/organizations having contractual relations with the Insurer, to the extent of the sum insured specified in the insurance contract.

**37.3.** The expenses indicated in Clause 36 of these Rules shall be paid by the Insurer directly to the Assistance Company or other persons/organizations that provide legal assistance to the Insured, and have contractual relations with the Insurer.

**37.4.** The payment of insurance indemnity provided for in these Rules may not exceed the sum insured specified in the insurance contract.

**37.5.** The quality of legal assistance provided to the Insured under these terms shall be the responsibility of the person who provided legal assistance to the Insured.

## 38. Events not considered claims, not accepted for insurance, and expenses not subject to reimbursement

**38.1.** The Insurer shall not cover the costs of providing legal assistance to persons accused of terrorism.

**38.2.** The Insurer shall not cover the costs of providing legal assistance to family members of the Insured (except for family members of the Insured whose legal representative is the Insured), his/her friends, comrades, fellow travelers, trip partners, etc.

**38.3.** The Insurer shall not cover the costs of providing legal assistance not arranged by the Insurer or its representative and incurred by the Insured on his/her own.

**38.4.** The Insurer shall not cover the costs of providing legal assistance in matters related to the protection of the consumer rights of the Insured.

**38.5.** The Insurer shall not cover the legal and extrajudicial costs of the Insured, such as notary fees, state fees, and other mandatory fees, payment of fines, cash awards (imposed by an authorized body).

**38.6.** The Insurer shall also not cover the costs of providing legal assistance to persons in other cases stipulated in Clause 10 of these Rules.

## 39. Actions of the parties upon occurrence of a claim. Procedure for insurance indemnity payment

**39.1.** In case of occurrence of the event, the Insured shall immediately, within the term not exceeding twenty-four (24) hours from the moment of accusation, claim, etc., contact the 24/7 contact center of the Insurer's representative — the Assistance Company by calling the phone number indicated on the policy and follow all their instructions.

In case of breach by the Policyholder (Insured) of the obligation provided for by this Clause, the event shall not fall under the insurance coverage provided by these Rules, and the Insurer shall not cover the expenses for provision of legal assistance.

**39.2.** In case of occurrence of the event, the Insured shall strictly follow all recommendations of persons who arrived on behalf of the Insurer's representative and who provide legal assistance and, if necessary, issue a power of attorney to these persons (person).

**39.3.** When applying for reimbursement for the expenses (Clauses 11.3.1–11.3.4), the following documents shall be attached (if necessary, certified translations of the original documents executed in languages other than Russian):

**39.3.1.** original or copy of the insurance contract (insurance policy); original or copy of insurance information (if available);

**39.3.2.** a copy of the identity document (of the applicant and beneficiary);

**39.3.3.** copies of filled in pages of the international passport of the Insured (the first page and the page with notes on crossing the border relating to the period of the claim);

**39.3.4.** documents (copies) confirming the relationship of the Insured and a close relative (in cases where the event occurred with a close relative or one of the Insured participating in the Trip);

**39.3.5.** documents confirming the costs of providing legal services (contract for the provision of legal services, payment document confirming the fact of payment for services). ■