



Property insurance in transit (Cargo)



- Insurance product information sheet
- General Terms and Conditions of Insurance
- Statement of the Personal Data Controller

Property insurance in transit (Cargo)



Insurance product information sheet

Company: Sopockie Towarzystwo Ubezpieczeń ERGO Hestia Spółka Akcyjna, Poland

Product: Property insurance in transit (Cargo)

Full details are given in the General Terms and Conditions of Property Insurance in Transit (Cargo) of 12 February 2024 (code: AB-CARGO-01/24).

The terms used in the document have the meanings set out in the GTC.

In this document, if we use the form of "we" – we mean Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A.

What kind of insurance is it?

Property insurance in transit (cargo) product is a property insurance which, in accordance with the applicable law, falls within group 7 in chapter II of the group (property insurance and other personal insurance), in accordance with the Annex to the Act of 11 September 2015 on insurance and reinsurance activity (insurance of items in transit, including claim to conveyed items, regardless of the conveyance used from time to time)

 <h4>What is the insured item?</h4> <ul style="list-style-type: none">✓ The insured item is property during its domestic or international transit in respect of which:<ul style="list-style-type: none">• the insured shall bear the transit risk, or• the insured shall be obliged to insure the insured for the benefit of a commercial counterparty.✓ The insured item may be property during carriage by professional or self-organised transit.✓ The value of property for insurance purposes may be increased by:<ul style="list-style-type: none">• costs of carriage of property (carriage charge);• expected commercial profit or costs;• value added tax (VAT);• excise duty payable;• customs duties (in international transit).✓ Against payment of an additional premium, we may cover property during exposure to exhibitions, fairs and storage immediately before and after exhibitions and fairs.✓ Payment of compensation shall not result in a reduction of the sum insured by the amount paid out (no consumption of the sum insured). <h4>What costs are reimbursed to the Insured?</h4> <p>Within the limits of the sum insured, we shall cover the costs of:</p> <ul style="list-style-type: none">✓ necessary steps taken by the insured immediately after the fortuitous event in order to prevent or reduce the size of the claim;✓ fees of appraisers appointed in order to investigate the circumstances, causes or extent of the claim. <p>Beyond the sum insured, with a limit for one and all events during the insurance period, we cover the costs of:</p> <ul style="list-style-type: none">✓ cleaning the remainder of the property from the roadway or other place where the claim event occurred;✓ disposal of claim residual property (including transit costs to the place of disposal). <p>These costs shall be reimbursed only if they were incurred as a result of an event covered by insurance.</p> <h4>What is the scope of insurance?</h4> <p>The insurance coverage in domestic road, rail, inland waterway, and air transit, subject to the exclusions set out in the GTC, operates within one of the three insurance coverage includes:</p> <ul style="list-style-type: none">✓ basic – according to which we are liable for claim caused by specific named risks;✓ extended – whereby we are responsible for✓ losses caused by specific named risks, with extended liability for theft risks;✓ all risk – according to which we are liable for all claim caused directly by one or more sudden and unexpected fortuitous events, independent of the will of the insured, occurring during transit	 <h4>What events are not covered by the insurance?</h4> <p>We shall not be liable for any claim arising out of or in connection with:</p> <ul style="list-style-type: none">✗ permanent or temporary takeover of the insured item by state authorities (confiscation), misappropriation of cargo, nationalisation;✗ effects of nuclear energy, radioactive radiation or contamination, radioactive substances, magnetic and electromagnetic fields and weapons of mass destruction;✗ use, as a means of causing a claim, of any computer, computer program, malicious code, computer virus, or any other computer system;✗ asbestos in any quantity and form;✗ an infectious disease, an actual or suspected hazard;✗ unavailability, loss, distortion, inoperability, malfunction, or misuse of electronic data;✗ the driver being under the influence of alcohol or being intoxicated by substances the consumption of which before driving or steering a conveyance is prohibited or not recommended (applicable to own transit). <p>Property insurance in domestic and international transit does not cover the transit of the following property:</p> <ul style="list-style-type: none">✗ weapons and ammunition of all kinds, in particular anti-personnel mines and cluster munitions;✗ dangerous goods ADR, class I (explosive) and VII (radioactive);✗ towed or self-propelled devices and vehicles during traffic;✗ sending by post,✗ carried as hand luggage or as displaced property;✗ carried within single premises;✗ waste (including municipal waste), damaged and expired property as at the date of admission for coverage, excluding secondary raw materials;✗ human carcasses and remains. <p>Property insurance in domestic road, rail, inland waterway and air transit does not cover:</p> <ul style="list-style-type: none">✗ natural reduction or regular wear and tear of the insured item;✗ losses caused wilfully by representatives of the insured party;✗ loss, reduction or damage to the insured item resulting from:<ul style="list-style-type: none">• a hidden defect in the natural properties of the insured item;• improper packaging, signage or incorrect distribution or fastening of the insured item, if such activities were carried out by the insured or by persons for whom the insured is liable, or such steps were taken before the insurance coverage began;• poor working order of the conveyance or its unfitness to carry the insured item;• delay, even if the delay is caused by an event covered by the insurance;
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The insurance coverage in international road, rail, inland waterway, and air transit, subject to the exclusions set out in the GTC, operates within one of the three insurance coverage includes:

- ✓ basic – according to which we are liable for claim caused by specific named risks, specified in the Institute Cargo Clauses (C) 1/1/09
- ✓ extended – whereby we are liable for claim caused by specific named risks indicated in the Institute Cargo Clauses (C) 1/1/09 and the Institute Theft, Pilferage and Non-Delivery Clause 1/12/82, Institute Malicious Claim Clause 1/8/82; Nature Clause, Robbery Clause.
- ✓ all risk – whereby we are liable for all damages within the scope specified in Institute Cargo Clauses (A) 1/1/09 or for air transit – Institute Cargo Clauses (Air) (excluding sending by Post) 1/1/09

The insurance coverage in domestic and international maritime transit, subject to the exclusions set out in the GTC, operates within one of the three scopes of cover:

- ✓ basic – according to which we are liable for claim caused by specific named risks, specified in the Institute Cargo Clauses (C) 1/1/09
- ✓ extended – whereby we are liable for claim caused by specific named risks indicated in the Institute Cargo Clauses (C) 1/1/09 and the Institute Theft, Pilferage and Non-Delivery Clause 1/12/82, Institute Malicious Claim Clause 1/8/82; Nature Clause, Robbery Clause.
- ✓ all risk – whereby we are liable for all damages within the scope specified in the Institute Cargo Clauses (A) 1/1/09

The sworn translations of the clauses defining the scope of property insurance in international and domestic maritime transit are included in Appendix No 2.

- ✗ armed conflict, hostilities, invasions or hostile acts of another state, acts of terrorism, martial law, state of emergency, civil war, rebellion, repression, revolution, cyber-war, cyber-terrorism;
- ✗ strikes, civil unrest, riots, sabotage, lockouts.

Property insurance for international and domestic maritime transit does not cover damage excluded from coverage based on the Institute Cargo Clauses under which we provide cover.

If strike and war risks are covered, the scope of insurance does not cover events occurring at a geographical location with increased political risk, in accordance with the "JCC cargo Watchlist".



What are the insurance coverage limitations?

! The sum insured of the insured item constitutes the upper limit of liability, unless the parties have agreed upon a different, lower limit of liability in the contract.

Insurance coverage:

- ! shall end upon the lapse of the insurance period, unless the insurance coverage has expired earlier.
- ! is limited to the consequences of circumstances of which we have not been informed;
- ! shall be limited in the scope of application of the pro rata rule when paying compensation.

Unless the insurance coverage has been extended on individual terms and conditions agreed by the parties, the scope of insurance shall also not cover the transit of the following property:

- ! live animals;
- ! apples, bananas and citrus;
- ! eggs;
- ! monetary values and valuables, documents;
- ! models and prototypes;
- ! works of art, philatelic and numismatic collections;
- ! new or used property carried for the purpose of providing guarantee, maintenance, repair or maintenance services;
- ! vehicles, machinery and agricultural and construction equipment, if not carried in a container or a closed cargo compartment;
- ! cosmetics and preparations containing active marine collagen which must be carried or warehoused under controlled temperature conditions.



Where is the insurance coverage valid?

- ✓ Property insurance in domestic transit shall apply in the territory of the Republic of Poland.
- ✓ The detailed territorial scope of insurance coverage for property in international transit is specified in the insurance contract.



What are the responsibilities of the policyholder/insured?

If the policyholder concludes the insurance contract on someone else's (insured's) account, the provisions of GTC shall apply mutatis mutandis to the person on whose account the insurance contract was concluded.

Responsibilities at the beginning of the contract:

- The policyholder shall inform the insurer about all circumstances known to us, which we asked about in the offer form or other letters.
- if the contract is concluded on someone else's account, the Policyholder shall inform the insured about the conclusion of the insurance contract on their behalf and about its provisions and shall provide them with the GTC together with the declaration of the personal data controller.

Responsibilities during the term of the insurance contract:

- the policyholder shall be obliged to pay the premium;
- the policyholder shall notify changes in circumstances we asked about in the offer form or other letters immediately after receiving information about them;

In the event of a claim, the policyholder and the insured shall:

- notify the insurer about the claim immediately, but no later than within 3 business days of its occurrence or becoming aware thereof; this obligation lies with the insured person if they were aware of the conclusion of the insurance contract on their account;
- cooperate with us to explain all circumstances and causes of the claim and to determine the extent of the claim;
- comply with our recommendations;
- provide relevant information and necessary powers of attorney to us or a person appointed by us, including in particular powers of attorney ad litem.

In the event of claim, the insured shall:

- shall use all available measures to prevent the claim or reduce the extent thereof and to secure against claim any property directly threatened.
- makes the damaged property available for inspection in an unaltered state;
- draw up a protocol of the condition of the property, the damage caused and the circumstances of the event, if possible, with the participation of the driver, and in the case of claim which cannot be noticed at the time of delivery (acceptance), no later than within 7 days of the handover of the property by the haulier;
- immediately report the event to the Police if there is a reasonable suspicion that the claim was caused by an offence or an accident in the conveyance;
- secures recourse rights against third parties, not covered by insurance, who may be liable for the claim;
- provides the insurer with all information that may be relevant to ascertain the liability of third parties not covered by insurance against whom the insurer may have recourse claim.
- provides the insurer with all the documentation necessary to identify the property and establish the circumstances of the claim, its causes and its extent, which the insurer requests in a separate letter;
- proves the claim for compensation in principle and in size.



How and when should premiums be paid?

- the premium may be paid once or in instalments and shall be paid by bank transfer to the bank account indicated in the insurance contract;
- amounts, due dates and methods of payment of the premium or the premium instalments shall be specified in the insurance contract;
- if the payment is executed by a bank transfer or postal order, the payment date shall be the date of ordering the payment in the bank or in the post office, provided that there are sufficient funds in the policyholder's account.



When does the insurance coverage begin and end?

- we conclude the insurance contract for a definite period specified in the insurance contract;
- our liability shall end upon the lapse of the insurance period, unless the insurance coverage has expired earlier.



How can the contract be terminated?

- ✓ If the insurance contract has been concluded for a period exceeding 6 months, the policyholder has the right to withdraw from the contract within 30 days, and the policyholder being the entrepreneur has the right to withdraw from the insurance contract within 7 days from the date of conclusion of the contract.
- ✓ We may terminate the insurance contract only in cases specified by law and for important reasons, such as:
 - an insurance fraud committed or attempted by the insured,
 - an offence committed by the insured party in connection with the conclusion of performance of the insurance contract;
 - the policyholder's non-performance or improper performance of the responsibilities indicated in § 27 section 5 of the GTC.
- ✓ In the event of termination or withdrawal from the contract, the policyholder shall be entitled to a refund of the premium for the unused insurance period.



General Terms and Conditions of Property Insurance in Transit (cargo)

AB-CARGO-01/24

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The table indicates the provisions of the General Terms and Conditions of Property Insurance in Transit governing the issues listed in Article 17(1) of the Act of 11 September 2015 on insurance and reinsurance activity.

Provision	
Prerequisites for payment of compensation and other benefits or the value of insurance:	Limitations and exclusions of liability of the insurance company allowing it to refuse the payment of indemnity and other benefits or to decrease the amount thereof
§ 4 section 1 and 2, § 5, § 6, § 7, § 8, § 9, § 10, § 11 section 1 and 2, § 12 section 1, § 14, § 15, § 16, § 17 section 1 and 2, § 18 ust.1, § 31, § 38.	§ 3, § 4 section 3 and 4, § 5 section 3, § 6 section 5, 6, 7, § 7 section 2, § 8 section 3, § 10 section 2, § 11 ust.3, § 12 ust.2, § 13, § 16 section 2, § 17 section 3, § 18 section 2, § 19, § 20, § 21, § 22, § 23, § 24, § 25, § 28, § 29 section 2, 4, and 5, § 30 section 4, § 31 section 3 and 4, § 33 section 4, § 36, § 37 ust.1, 5, 7, § 38 sections 3,4, 5, 7, § 42.

Basic information

Product

The accident and theft insurance product of railway rolling stock is a property insurance which, in accordance with the applicable law, falls within group 4 in chapter II (property insurance and other personal insurance), in accordance with the Annex to the Act of 11 September 2015 on insurance and reinsurance activity (accident and theft insurance for railway vehicles, including claim to railway vehicles).

Insurer

Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A.

ul. Hestii 1, 81-731 Sopot

KRS 0000024812, 8th Commercial Division of the National Court Register, District Court for Gdańsk-Północ in Gdańsk

Tax ID No (NIP) 585-000-16-90

Share capital paid in full: PLN 196,580,900.

We have the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions.

In this document, if we use the form of “we” – we mean Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A.

General provisions

§ 1

1. Pursuant to the General Terms and Conditions of Insurance (GTC), we conclude accident and theft insurance contracts for railway rolling stock with entrepreneurs. At the request of the policyholder, we can also cover special rolling stock and tram rolling stock.
2. The policyholder may enter into an insurance contract on someone else’s account (on behalf of the insured).
3. If the policyholder concludes the insurance contract on someone else’s account, the provisions of GTC shall apply mutatis mutandis to the person on whose account the insurance contract was concluded.

§ 2

1. In the GTC (§ 3 Definitions), we have used defined terms. It is understood that a defined term has the same meaning regardless of whether we use it in the singular or plural. The definitions of terms used may differ from the typical, common meaning, as well as from the definitions contained in generally applicable laws, and may affect the scope of the insurance coverage provided.
2. Insurance contracts may be concluded on agreed terms and conditions, different from the provisions of the General Terms and Conditions of Insurance. These terms and conditions shall be confirmed in writing in the insurance contract.

What definitions have we applied?

§ 3

The terms used in the GTC shall have the meanings consistent with the following definitions:

- | | |
|------------------------------------|--|
| 1. computer attack (hacker) | illegal activities and unauthorised access to data by unauthorised persons, including diffuse DDoS distribution attack, which is deemed to be an attack on the insured’s computer systems or network service, carried out by third parties to prevent action by seizing all available resources or by malicious software, including but not limited to computer viruses, spyware, keyloggers, ransomware |
|------------------------------------|--|
-

2. infectious disease	<p>any disease, known or unknown, which may be transmitted from one organism to another by any substance or agent, where:</p> <ul style="list-style-type: none"> a) a substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any formula or mutation of any kind, whether considered to be live or not, and b) the method of transmission, direct or indirect, includes, but is not limited to, human touch or contact, airborne transmission, transmission through body fluids, transfer to or from or through any fixed object, surface, liquid or gas, and c) a disease, substance or agent may, alone or in combination with other co-existing diseases, illnesses, genetic susceptibility or human immune system, cause death, disease or injury, or temporarily or permanently impair human physical or mental health, or adversely affect the value or safe use of any property
3. electronic data	<p>information in digital format, regardless of the way in which it is displayed and used, suitable for electronic processing, stored outside the RAM operational memory, i.e.:</p> <ul style="list-style-type: none"> a) data recorded in data sets; b) operating systems and software, licences;
4. works of art, philatelic and numismatic collections	<p>these movables, parts or assemblies thereof:</p> <ul style="list-style-type: none"> a) original works of fine arts, art crafts and applied art; b) collections comprising catalogued sets of items collected and structured according to concepts of the respective collectors, c) catalogued numismatic items, philatelic collections and historical relics, especially militaria, banners, seals, emblems, medals and orders; d) technical artefacts, especially equipment, conveyance, machinery and tools being an expression of material culture, typical of old and new forms of economy, documenting the status of science and progress of civilisation; e) catalogued library resources; f) works of folk craft and handicraft and other ethnographic objects; g) items commemorating historical events or the achievements of eminent personalities or institutions
5. deductible	<p>the value specified in the insurance contract (percentage, amount or percentage and amount) by which we will reduce the compensation paid</p>
6. hurricane	<p>wind velocity of at least 13.8 m/sec.,</p> <p>We confirm wind velocity with the Institute of Meteorology and Water Management or other accredited research entities. If the indicated units do not confirm the strength of the wind with the specified parameter in a given location, we may consider individual claim as caused by the hurricane, if we have confirmed massive claim caused by its action in the immediate vicinity of that location.</p>
7. Incoterms	<p>a set of international trade rules specifying:</p> <ul style="list-style-type: none"> a) terms and conditions of sale, b) the allocation of costs and responsibilities between the seller and the purchaser of the goods, c) time of risk transfer from seller to buyer published by the International Chamber of Commerce (ICC)
8. Institute Cargo Clauses	<p>sets of clauses drawn up and published by the Institute of London Underwriters (ILU), International Underwriting Association of London (IUA), Lloyd's Market Association (LMA), Joint Cargo Committee of LMA and ILU (JCC), governing the terms and conditions of insurance, the scope of insurance coverage provided, the rules for granting it and the exclusion from liability, recognised and accepted for general application by insurers on the London and international markets</p>
9. container	<p>a transit device of a durable nature and adequate strength to ensure that loads can be carried multiple times without the need to be transhipped during a change of conveyance, which is resistant to transit conditions, equipped with tools enabling easy transit and transhipment, such as hooks, towing devices, coupling brackets</p>
10. theft as a consequence of an accident of the conveyance	<p>seizure in order to appropriate the carried property by a third party at the scene of the accident of the conveyance</p>

11.	theft of property from a vehicle	seizure of the carried property by the third party for appropriation, after the obstacle which forms part of the structure of the conveyance or of existing safeguards which impede access to its interior has been removed or permanently damaged
12.	theft of property with a vehicle	seizure in order to appropriate the carried property by a third party, with simultaneous seizure of the conveyance
13.	burglary	committed or attempted seizure aimed at appropriation of property from a closed customs warehouse or storage facility after prior forced removal of security feature or opening the entrance by means of tools, or a fake or forged key, or an original key into possession of which the perpetrator entered as a result of breaking into another premises or as a result of burglary, or by the perpetrator who hidden himself in a warehouse or storage facility before its seizure, if they left traces which may serve as evidence of secret concealment
14.	theft	an event involving unlawful seizure in order to appropriate property constituting the insured item without signs of burglary to a storage facility, customs warehouse, vehicle, semi-trailer or container and without the use or threat of physical violence against a person
15.	avalanche	a sudden slipping or sliding of masses of snow, ice or rocks from the slopes;
16.	dangerous goods ADR	materials and objects classified by the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) of 30 September 1957
17.	waste	useless, environmentally burdensome objects and substances which the holder discards, intends to discard or is obliged to discard them; secondary raw materials are not considered waste
18.	precipitation	hail – precipitation consisting of blocks of ice heavy rainstorm – rainfall of at least 3rd rainfall intensity rate according to the scale applicable at the Institute of Meteorology and Water Management, snow – direct impact of the weight of snow or the layer of ice on the insured item
19.	third parties	persons not involved in the insurance coverage (except for § 27 section 2 of GTC – concluding a contract on someone else's account)
20.	landslip	movement of land on slopes not caused by human activities
21.	guarded car park	an area permanently fenced on all sides, illuminated at night, equipped with devices to block entry into and exit from the car park without the permission of a person overseeing the car park around-the-clock
22.	guarded car park	a car park which has the name of a guarded car park where the operator of the car park issues to the haulier a receipt attesting to the around-the-clock supervision/ custody of the conveyance on the basis of a storage contract, located in: <ul style="list-style-type: none"> a) permanently fenced on all sides, b) guarded around-the-clock, c) illuminated at night, d) equipped with devices to block entry and exit without the permit of the person supervising the car park
23.	professional haulier	an undertaking which pursues, on the basis of the law, a permanent carriage/transit activity for hire or reward and holds a Community licence for the international carriage of goods by road for hire or reward or a permit to pursue the occupation of road haulier and other legally required licences
24.	robbery	seizure of cargo by threat of immediate use of force to a person or after making them unconscious or helpless.
25.	representatives of the insured party	<ul style="list-style-type: none"> a) members of the management board, supervisory board or other management or supervisory bodies, b) stakeholders or partners in unincorporated partnerships (except limited partners in a limited partnership and shareholders in a limited joint-stock partnership), c) sole entrepreneurs, d) commercial proxies, attorneys
26.	transit risk	the risk of damage to property as a result of loss, reduction or damage to the item during transit of the insured cargo

27.	secondary raw materials	waste that is recyclable, i.e. reprocessing, with a specific value (including products derived from production surpluses, defective products or used packaging)
28.	professional transit	transit carried out by a professional haulier under a contract of carriage, evidenced by the issue of a carriage document drawn up in accordance with the legal requirements for the type of carriage concerned
29.	own transit	transit carried out by the insured himself or by the persons for whom he is liable, as well as any non-professional transit
30.	earthquake	not human-induced imbalance of the internal Earth's system, which is accompanied by shocks and vibrations of the ground,
31.	the policyholder	entrepreneur (natural person, legal person or unincorporated organisational unit conducting business or professional activity in its own name) concluding the insurance contract
32.	the insured	legal person, unincorporated organisational unit or natural person on whose account the insurance contract was concluded
33.	lightning	direct and indirect impact of atmospheric discharge on the conveyance or cargo carried
34.	fall of an external object onto the conveyance	inheritance to the carried property of any object external to the vehicle and the cargo carried thereon, including the fall of the aircraft
35.	vandalism	malicious, illegal destruction of or damage to property by third parties
36.	monetary values and valuables	<ul style="list-style-type: none"> a) domestic and foreign coins and notes; b) cheques, bills of exchange, letters of credit, bonds, securities, excise bands, excise stamps, tokens, lottery tickets, public transport tickets, retail vouchers and other cash equivalents; c) gold, silver and articles made of these metals; d) precious stones, pearls and amber; e) platinum and other metals of platinum group;
37.	actual value	value corresponding to the cost of purchase or production of a new item of the same type and type and with the same or the closest parameters (if it is not possible to purchase or manufacture property with the same parameters), less the percentage wear and tear
38.	explosion	<p>a rapid change in the balance of a system with a simultaneous release of gases, dust or steam, caused by their dispersion properties.</p> <p>To be considered an explosion in the case of pressure vessels and other tanks of this kind, the walls of these vessels and tanks must be torn to such an extent that the pressure is suddenly levelled as a result of the escape of gases, dust, steam or liquids. An explosion is also an implosion involving damage to the container or vacuum apparatus with external pressure.</p>
39.	an accident of the conveyance	<ul style="list-style-type: none"> a) sudden pressure of mechanical force at the time of contact of the conveyance with the offsite: <ul style="list-style-type: none"> • vehicles, • objects, • animals, • persons, • other external objects; b) deceleration, derailment, overturning, removal from the route of the conveyance; c) flooding, stranding or throwing down, turning up to the bottom of the conveyance
40.	disappearance	<ul style="list-style-type: none"> a) failure to deliver the extorted goods for carriage by a carriage company; b) failure to deliver the goods by persons who misrepresent themselves as a particular haulier and who have extorted the goods for carriage; c) delivery of the sending to a person who was not the consignee or consignor indicated in the waybill
41.	subsidence	reduction of ground level due to the collapse of natural, empty space in the ground.

What is the insured item and who bears the transit risk

§ 4

1. The insured item is property specified in the insurance contract during its domestic or international transit – performed by professional or own transit – in respect of which:
 - 1) the insured has the insurable interest (i.e. bears the transit risk) at the time of occurrence of the claim event, or
 - 2) the insured is obliged to insure the insured for the benefit of the commercial counterparty in accordance with the established Incoterm or other terms and conditions of the concluded commercial contract.
2. In the case referred to in section 1 item 2, upon the transfer of risk from the insured to its counterparty, the insurance contract in respect of this property becomes a contract on someone else's account and then we apply the provisions of § 27 of GTC.
3. The insurance contract for property insurance in transit does not protect the interests of the haulier, freight forwarder or any other person entrusted with the property.
4. We do not provide insurance coverage – despite the payment of premium – in respect of property in respect of which the insured did not bear the transit risk or did not have a contractual obligation to conclude an insurance contract.

What may the scope of insurance be

Section I – Property insurance in domestic road, rail, inland waterway and air transit

§ 5

1. The insurance coverage includes **domestic transit** – understood as the movement of property from the place of posting in Poland – using one or more conveyance, for delivery to a destination in Poland, without crossing the border of the Republic of Poland.
2. We may provide insurance coverage for professional transit of property:
 - 1) road,
 - 2) railway,
 - 3) inland waterways,
 - 4) air,
 - 5) combined – using the branches of transit indicated in items 1-4.
3. In the case of own transit, the insurance coverage applies only to road transit.
4. The types of transit covered by insurance are indicated in the insurance contract.

§ 6

1. We provide insurance coverage in one of the three insurance coverage includes:
 - 1) basic,
 - 2) extended,
 - 3) all risk.
2. **Basic** – we provide insurance coverage for claim consisting in claim, reduction or damage to the insured property or its part, resulting from:
 - 1) hurricane,
 - 2) theft resulting from an accident in the conveyance,
 - 3) avalanches,
 - 4) landslide,
 - 5) precipitation,
 - 6) flood,
 - 7) fire,
 - 8) robbery,
 - 9) earthquake,

- 10) lightning strike,
 - 11) fall of an external object onto the conveyance,
 - 12) vandalism;
 - 13) explosion,
 - 14) accident of the conveyance,
 - 15) subsidence,
 - 16) rescue operations related to insured events aimed at preventing or minimising the occurrence of claim,
 - 17) fall, impact, damage during and in connection with loading operations on the conveyance and during and in connection with unloading operations from the conveyance.
3. **Extended** – we shall cover with insurance losses consisting in claim, reduction or damage to the insured property, resulting from fortuitous events referred to in section 2 and from theft of the property.
The extended scope of cover with regard to the risk of theft for carriage carried out by own means is limited to:
- 1) theft of property with a vehicle,
 - 2) theft of property from a vehicle,
 - 3) burglary during temporary warehousing of property directly related to the insured transit.
4. **All risk** – we will provide insurance coverage for losses in the form of claim, reduction or damage to carried property resulting directly from one or many sudden and unexpected fortuitous events, independent of the will of the insured, occurring during transit.
5. We apply the exclusions from liability set out in the GTC to each of the options (basic, extended, all risk).
6. Unless otherwise specified in the insurance contract, we provide basic insurance coverage for property in own transit.
7. At the request of the policyholder, we may use full insurance coverage for property in own transit, provided that we do not provide insurance coverage for damage caused by theft and loss of cargo.

§ 7

1. Subject to the provisions of § 28 of GTC, the insurance coverage shall continue during the normal course of transit, including during the activities provided for:
 - of loading,
 - transshipment and
 - unloading.
2. The insurance coverage applies to claim to property constituting the insured item during its temporary warehousing or storage, on a specified carriage route (not longer than 14 days in total), provided that warehousing or storage:
 - 1) is closely related to the transit started,
 - 2) it takes place in a storage facility or other premises suitable for this purpose and properly secured.
3. The insurance coverage shall commence upon the first raising of the insured item in a warehouse or in a storage facility, aimed at loading it directly onto the conveyance in order to commence carriage, and shall end:
 - 1) on completion of unloading from the conveyance in or at the final storage facility or warehousing location at the destination,
 - 2) on completion of unloading from the conveyance at or at any other storage facility or warehousing location at a place designated by the insured,
 - 3) when the insured or their employees elect to use any conveyance or any container for warehousing other than in the ordinary course of transit.
4. The insurance coverage applies to all insured cargoes the transit of which has commenced during the insurance period until the termination of their transit, also if the transit is ongoing and ends after the end of the insurance period.

Table 1. Comparison of scopes of insurance – property in domestic road, rail, inland waterway and air transit

Basic cover	own and professional transit	
	<ul style="list-style-type: none"> • an accident of the conveyance; • theft as a consequence of an accident of the conveyance; • robbery; • vandalism; • natural risks (hurricane, avalanche, landslides, precipitation, flood, fire, earthquake, lightning strike, fall of an external object onto the conveyance, explosion, subsidence); • rescue operations related to insured events; • fall, impact, damage during and in connection with loading and unloading operations 	
Extended scope	own transit	professional transit
	risks as in the basic scope, and <ul style="list-style-type: none"> • theft of property with a vehicle, • theft of property from a vehicle, • burglary during temporary warehousing of property 	risks as in the basic scope and theft of property
All risk	own transit	professional transit
	all risk, excluding theft and cargo disappearance	all risk

What may the scope of insurance be

Section II – Property Insurance in international road, rail, inland waterway and air transit according to the Institute Cargo Clauses

§ 8

1. The insurance coverage includes international transit, i.e. when the place of posting the property and the place of its receipt are located in two different countries, with a stipulation that the policyholder is a **Polish entity**, understood as a registered entity with its registered office in Poland.
2. We may provide insurance coverage for professional transit of property:
 - 1) road,
 - 2) railway,
 - 3) inland waterways,
 - 4) air,
 - 5) combined – using the branches of transit indicated in items 1-4.
3. In the case of own transit, the insurance coverage applies only to road transit.
4. The detailed territorial scope and types of transit covered by insurance are specified in the insurance contract.

§ 9

1. The insurance coverage includes the risk of loss, reduction or damage to the insured item – to the extent specified in the Institute Cargo Clauses, which form an integral part of the GTC. In the event of discrepancies between the Institute Cargo Clauses and the provisions of the GTC, the provisions of the GTC shall apply.
2. We provide insurance coverage in one of the three insurance coverage includes:
 - 1) basic,
 - 2) extended,
 - 3) all risk.
3. **Basic** – for each mode of transit, the scope of insurance is consistent with the Institute Cargo Clauses C 1/1/09 CL. 384)

4. **Extended** – for each mode of transit, the scope of insurance is consistent with the Institute Cargo Clauses C 1/1/1/09 CL. 384) and additional clauses:
 - 1) Institute Theft, Pilferage and Non-Delivery Clause 1/12/82 CL. 272),
 - 2) Institute Malicious Damage Clause 1/8/82 CL. 266),
 - 3) Nature Clause,
 - 4) Robbery Clause.
5. **All risk** – the scope of insurance is consistent with the Institute Cargo Clauses:
 - 1) in road, rail, inland waterway transit: Institute Cargo Clauses (A) 1/1/09 CL. 382)
 - 2) for air transit: Institute Cargo Clauses (Air) (excluding sending by Post) 1/1/09 CL. 387)
6. The scope of insurance applicable to the insurance contract is specified therein.
7. At the request of the policyholder, on individually specified terms and conditions, we may cover the transit on the basis of the Institute Clauses for a given type of conveyed property (the so-called **industry clauses**), provided that they are attached to the insurance contract in full together with a sworn translation into Polish.

§ 10

1. The insurance coverage shall continue during the normal course of transit, including during the scheduled activities:
 - of loading,
 - transshipment
 - and unloading
 in accordance with the content of the Institute Cargo Clauses.
2. Subject to the Institute Cargo Clauses, the insurance coverage applies to claim to property constituting the insured item during its temporary warehousing or storage, on a specified carriage route, provided that warehousing or storage:
 - 1) is closely related to the transit started
 - 2) and shall occur in a storage facility or other room suited for this purpose and properly protected:
 - up to 60 days in road, rail and inland waterway transit;
 - up to 30 days in air transit.

§ 11

Strike risks

1. The full insurance coverage additionally includes strike risks in accordance with the Institute Cargo Clauses:
 - 1) for road and rail transit: Institute Strike Clauses (Cargo) 1/1/09 CL. 386)
 - 2) for air transit: (Institute Strikes Clauses (Air Cargo) (excluding sending by Post) 1/1/09 CL. 389)
2. The basic and extended scope of insurance coverage, at the request of the policyholder and against payment of an additional premium, may be extended to include strike risks in accordance with the content of the Institute Cargo Clauses indicated in section 1.
3. In the event of providing insurance coverage for strike risks, we additionally apply the Termination of Transit Clause (Terrorism) JC2009/056.

§ 12

War risks

1. The insurance coverage for air transit can be extended to include war risks in accordance with the Institute War Clauses (Air Cargo) (excluding sending by Post) 1/1/09 CL. 388)
2. If circumstances are disclosed that entail a material change in the likelihood of claim, we reserve the right to cancel the war risk coverage. We take 48 hours as the notification period, however, for shipments in progress, the war risk cover shall remain in force until the end of these shipments.

§ 13

1. Unless the parties agree otherwise, we provide insurance coverage for property in own transit only to the basic extent.
2. At the request of the policyholder or the insured for the goods during carriage by own means, the full scope of insurance may apply, in accordance with § 9 section 5 of GTC, with a stipulation that the insurance does not cover damage caused by theft and loss of the goods.

Table 2. Comparison of scopes of insurance – property in international transit

		Possibility of extension by clauses:	
		strike	wars
Basic cover			
road, rail, inland waterway transit	Institute Cargo Clauses (C) 1/1/09	+	-
air transit	Institute Cargo Clauses (C) 1/1/09	+	+
Extended scope			
road, rail, inland waterway transit	Institute Cargo Clauses (C) 1/1/09 Institute Theft, Pilferage and Non-Delivery Clause 1/12/82, Institute Malicious Damage Clause 1/8/82, Nature Clause, Robbery Clause	+	-
air transit	Institute Cargo Clauses (C) 1/1/09 Institute Theft, Pilferage and Non-Delivery Clause 1/12/82 Institute Malicious Damage Clause 1/8/82, Nature Clause Robbery Clause	+	+
All risk			
road transit	Institute Cargo Clauses (A) 1/1/09 own transit , excluding theft and loss of cargo	for the	-
transit by rail and inland waterway	Institute Cargo Clauses (A) 1/1/09	for the	-
air transit	Institute Cargo Clauses (Air) 1/1/09	for the	+

What may the scope of insurance be

Section III – Property insurance in domestic and international maritime transit according to the Institute Cargo Clauses

§ 14

1. The insurance coverage includes professional international and domestic transit by sea and combined sea.
2. The territorial scope of insurance coverage is specified in the insurance contract.

§15

1. The insurance coverage includes the risk of loss, reduction or damage to the insured item, to the extent specified in the Institute Cargo Clauses, which form an integral part of the GTC. In the event of discrepancies between the Institute Cargo Clauses and the provisions of the GTC, the provisions of the GTC shall apply.
2. We provide insurance coverage in one of the three insurance coverage includes:
 - 1) basic,
 - 2) extended,
 - 3) all risk.

3. **Basic** – the scope of insurance is consistent with the Institute Cargo Clauses C 1/1/09 CL. 384)
4. **Extended** – the scope of insurance is consistent with the Institute Cargo Clauses C 1/1/1/09 CL. 384) and additional clauses:
 - 1) Institute Theft, Pilferage and Non-Delivery Clause 1/12/82 CL. 272),
 - 2) Institute Malicious Damage Clause 1/8/82 CL. 266),
 - 3) Nature Clause,
 - 4) Robbery Clause.
5. **All risk** – the insurance coverage is consistent with Institute Cargo Clauses (A) 1/1/09 CL. 382)
6. In each of the insurance scopes, we additionally apply the provisions of Institute Classification Clause 1/1/01 CL. 354) and the Cargo ISM Endorsement JC 98/019
7. The scope of insurance applicable to the insurance contract is specified therein.

At the request of the policyholder, on individually specified terms and conditions, we may cover the transit on the basis of the Institute Clauses for a given type of conveyed property (the so-called **industry clauses**), provided that they are attached to the insurance contract in full together with a sworn translation into Polish.

§ 16

1. The insurance coverage shall continue during the normal course of carriage, including during the scheduled activities:
 - of loading,
 - transshipment
 - and unloading
2. Subject to the Institute Cargo Clauses, the insurance coverage applies to claim to property constituting the insured item during its temporary warehousing or storage, on a specified carriage route, provided that warehousing or storage:
 - 1) is closely related to the transit started
 - 2) and shall occur in a storage facility or other room suited for this purpose and properly protected – up to 60 days.

§ 17

Strike risks

1. The full insurance coverage additionally includes strike risks in accordance with Institute Strike Clauses (Cargo) 1/1/09 CL. 386)
2. The basic and extended scope of insurance coverage, at the request of the policyholder and against payment of an additional premium, may be extended to include strike risks in accordance with the content of the Institute Cargo Clauses indicated in section 1.
3. In the event of providing insurance coverage for strike risks, we additionally apply the Termination of Transit Clause (Terrorism) JC2009/056.

§ 18

War risks

1. We may extend the insurance coverage to war risks in accordance with the Institute War Clauses (Cargo) 1/1/09 CL. 385)
2. We reserve the right to cancel the War risk cover in the event of disclosure of circumstances which entail a material change in the likelihood of claim. We take 48 hours as the notification period, however, with regard to ongoing shipments, the war risk insurance coverage shall remain in force until the completion of these shipments.

Table 3. Comparison of scopes of insurance – property in domestic and international maritime transit

	Possibility of extension by clauses:	
	strike	wars
Basic cover		
Institute Cargo Clauses (C) 1/1/09, Institute Classification Clause 1/1/01, Cargo ISM Endorsement	+	+
Extended scope		
Institute Cargo Clauses (C) 1/1/09, Institute Theft, Pilferage and Non-Delivery Clause 1/12/82 Institute Malicious Damage Clause 1/8/82, Nature Clause, Robbery Clause, Institute Classification Clause 1/1/01, Cargo ISM Endorsement	+	+
All risk		
Institute Cargo Clauses (A) 1/1/09, Institute Classification Clause 1/1/01, Cargo ISM Endorsement	for the	+

What kind of claim are we not responsible for?

Section I

§ 19

1. Property insurance in domestic road, rail, inland waterway and air transit does not cover:

1) natural reduction or regular wear and tear of the insured item;	natural reduction, wear and tear
2) losses caused wilfully by representatives of the insured party;	wilful misconduct of representatives
3) loss, reduction or damage to the insured item resulting from:	hidden defect, natural properties
a) latent defect of the insured item or its natural properties;	
b) improper packaging, signage or incorrect distribution or fastening of the insured item, if such activities were carried out by the insured or by persons for whom the insured is liable, or such steps were taken before the insurance coverage began;	improper packaging, marking, layout, mounting
c) poor working order of the conveyance or its unfitness to carry the insured item, if the insured or the persons for whom the Policyholder is liable knew about this or might have learned about this with due diligence;	poor working order or unfitness of the conveyance
d) delays, even if the delay is caused by an insured event;	delay
e) war, armed conflict, hostilities (including without formally declaring war), invasion or hostile acts of another state, acts of terrorism, martial law, state of emergency, civil war, rebellion, repression, revolution; the exclusion also applies to analogous activities taking place in cyberspace (cyber-war, cyber-terrorism);	political risks
f) strikes, civil unrest, riots, riots, sabotage, lockouts.	

What kind of claim are we not responsible for?

Sections II and III

§ 20

1. Property insurance in international road, rail, inland waterway and air transit and in domestic and international maritime transit does not cover damage excluded from the insurance coverage based on the Institute Cargo Clauses under which we provide insurance coverage.
2. If the cover applies to strike and war risks, the scope of insurance does not cover events occurring at a geographical location classified as “very high”, “severe” or “extreme” in accordance with the list of countries and regions with increased political risk “JCC Cargo Watchlist”, available at <https://watchlists.ihsmarkit.com>, valid on the date of commencement of the insured transit.

What kind of claim are we not responsible for?

Sections I, II and III

§ 21

1. Property insurance in domestic and international transit does not cover the transit of:
 - 1) weapons and ammunition of all kinds, in particular anti-personnel mines and cluster munitions;
 - 2) dangerous goods ADR, class I (explosive) and VII (radioactive);
 - 3) towed or self-propelled devices and vehicles during traffic;
 - 4) sending by post,
 - 5) property carried as hand luggage or as displaced property;
 - 6) property carried within single premises (between buildings situated on the same property or within the storage facility);
 - 7) waste (including municipal waste), damaged and expired property as at the date of admission for coverage – excluding secondary raw materials;
 - 8) human carcasses and remains.
2. Unless we extend insurance coverage, on individually agreed terms and conditions, we shall also not cover the following transits:
 - 1) live animals;
 - 2) apples, bananas and citrus;
 - 3) eggs;
 - 4) monetary values and valuables, documents;
 - 5) models and prototypes;
 - 6) works of art, philatelic and numismatic collections;
 - 7) new or used property carried for the purpose of providing guarantee, maintenance, repair or maintenance services (tests, equipment configuration, installations);
 - 8) vehicles, machinery and agricultural and construction equipment, if not carried in a container or a closed cargo compartment;
 - 9) cosmetics and preparations containing active marine collagen which must be carried or warehoused under controlled temperature conditions.
3. Unless the parties agree otherwise, we are not liable for claim to the containers entrusted with the property for transit.

§ 22

- | | | |
|----|--|---|
| 1. | Notwithstanding the exclusions set out in § 19 and § 20 of the GTC, we shall not be liable for any claim caused directly or indirectly in connection with or as a result of: | |
| 1) | the driver being under the influence of alcohol or being intoxicated by substances the consumption of which before driving or steering a conveyance is prohibited or not recommended (applicable to own transit); | alcohol, drugs, narcotics |
| 2) | permanent or temporary takeover of the insured item by state authorities (confiscation), misappropriation of cargo, nationalisation, requisition, destruction occurring under the legal act issued by the authorities concerning the insured cargo, unless a given event was included in the scope of insurance on the basis of the clauses specified in § 11 section 1, § 12 section 1, § 17 section 1 and § 18 section 1 of the GTC or other contractual provisions; | confiscation |
| 3) | effects of nuclear energy, radioactive radiation or contamination, radioactive substances, magnetic and electromagnetic fields and the effects of any chemical, biochemical, biological or electromagnetic weapon; | contamination, nuclear energy, weapons of mass destruction |
| 4) | use, as a means of causing a claim, of any computer, computer program, malicious code, computer virus, or any other computer system, as well as losses resulting from improper operation or malfunction of any computer systems, hardware and computer software, caused by computer attack (hacking), computer virus, malicious software or other deliberate actions of third parties; | cyber risks |
| 5) | asbestos in any quantity and form; | asbestos |
| 6) | an infectious disease, an actual or suspected threat, as well as any recommendations, decisions or measures taken to limit, prevent or slow down the spread of the infection or to remove or minimise legal liability in relation to an infectious disease, whether taken or implemented by a public authority or by a private body. | infectious disease |
| 2. | Any claim or liability as well as the costs of preventing, removing or minimising the size of an event resulting from unavailability, loss, distortion, inoperability, malfunction or improper use of electronic data processed by hardware, software or data carrier used in any electronic device, system or network shall be excluded from the insurance coverage. | electronic data |
| 3. | The insurance contracts we conclude cannot be used to settle transactions subject to economic or trade sanctions, embargoes, international prohibitions and restrictions or under Polish law ("Sanctions"), including those adopted by the European Union, the United Nations and the United States of America, the United Kingdom, or Australia.
Therefore, we do not provide insurance coverage and we will not be obligated to pay any claim or to provide or give any benefit in connection with the insurance coverage to the extent that the provision of insurance coverage, the payment or the provision/giving of any other benefit in connection with the insurance coverage could result in a breach of any sanctions, unless compliance therewith is contrary to the laws that apply to us. | international sanctions |

§ 23

1. Unless we extend the scope of insurance coverage by including additional clauses, we shall not be liable for any claim caused:
 - 1) as a result of frosting property or failure to keep carriage temperature, unless they were caused by events covered by basic protection,
 - 2) during exposure to exhibitions and fairs and warehousing immediately before and after exhibitions and fairs.
2. The liability referred to in section 1 may be covered by insurance by including additional clauses only to the extent that they constitute the relevant clauses.

Specific requirements for the risk of theft of property in own transit (Sections I and II)

§ 24

1. In the case of own transit, theft of property from the vehicle and theft of property together with the vehicle shall be covered only in the case of stoppage:
 - 1) on guarded car park – provided that on the basis of the risk assessment, we retain the right to include in the insurance contract the requirement to stop the vehicle with property on guarded car park;
 - 2) on the premises of the place of business of the policyholder or the insured (main or branch) or on the premises of the transit base, provided that the place is fenced, closed, illuminated during night hours and equipped with locking devices, preventing the entry and exit of the vehicle without the licence of the supervisor;
 - 3) at the place of loading, reshipment, transshipment and unloading during these operations, as well as the waiting place for their commencement, provided that the stop takes place at the location of the shipper or consignee, permanently fenced, illuminated and guarded.
2. If the stop results from the provisions on driving time, meeting physiological needs or eating and does not exceed 60 minutes, it may also take place:
 - 1) on a car park intended, inter alia, for trucks – located at an around-the-clock gas station, the area of which is illuminated and monitored, and which is located directly on the motorway, express road, domestic road, international road (European route);
 - 2) on an illuminated car park suitable for the stop of heavy goods vehicles – located directly on the motorway or by express road (ILO).
3. In addition to the car parks described in sections 1 and 2, the necessary stop shall be allowed, resulting exclusively from:
 - 1) a vehicle failure preventing further safe riding;
 - 2) a road traffic accident or a traffic collision suffered by the vehicle;
 - 3) the need to provide assistance to victims of a road traffic accident to the extent required by law – such a stop should take place in the closest possible safe place near the scene of the event (road traffic accident);
 - 4) sudden illness of the driver preventing safe continuation of the journey is allowed, provided that these circumstances are confirmed by the medical services which provided the driver with the necessary medical assistance – such a stop should take place in the closest possible safe place near the scene of the event;
 - 5) necessary refuelling and/or replenishment of operating fluids at the filling station, whereas the stop time must not exceed 30 minutes,
 - 6) the necessary stoppage at the stations for charging electric vehicles, provided that during charging and awaiting recharging the driver must remain in the cabin of the vehicle;
 - 7) formalities resulting from the payment of tolls, customs formalities or formalities connected with crossing a national border, ferry checks; the period of waiting for these activities is also covered, provided that the stop takes place at a designated parking space, or a car park located directly at the customs terminal (customs office), border terminal (border crossing point) or ferry terminal,
 - 8) roadside checks or other stop orders resulting directly from police orders issued to the insured, road transit inspections or other authorised public services.
4. In the case of the necessary stop referred to in section 3, the insured shall demonstrate that no stop was possible in the car parks referred to in sections 1 and 2.
5. Before leaving the vehicle during a stop, the driver shall close it carefully, turn off the engine and activate all the mechanical protections, alarms, immobiliser, etc. installed and take out the vehicle documents, keys and documents related to the performed carriage with them.
6. We provide coverage for the risk of theft in the case of own transit, provided that the vehicle used for transit is structurally intended for the carriage of goods and equipped with an anti-burglary alarm, with an attestation valid at the date of the claim event, and at least one of the following devices:
 - steering wheel lock,
 - gearbox locking,
 - immobilizer
 - or any other device preventing the vehicle from being started,
 and:
 - these devices must be validated and in good working order,
 - all windows and other openings giving access to the interior of the vehicle, or the cargo carried are in good working order,
 - the interior of the vehicle's cargo compartment is not visible from the outside.

7. If theft occurs, the insured shall demonstrate that the conditions specified in this paragraph are met. In the case of vehicles required to be fitted with a tachograph, the stopping shall be shown in its records.
8. The insured shall provide all the persons employed for the purposes of carriage, a written instruction consistent with the terms and conditions set forth in this paragraph.
9. The deductible for any claim caused by theft in own transit shall be 10% of the amount of compensation, not less than EUR 500.

§ 25

1. In the case of own transit, burglary during temporary warehousing related to the transit, we will cover, provided that the minimum requirements for safeguarding the property are met:
 - 1) the insured property shall be stored in customs warehouses or storage facilities located in buildings constructed in a technology which takes into account the purpose of the building, and which is in good working order;
 - 2) doors, windows and other external openings shall be locked in the manner determined by the structure of the locking mechanism, including with all locks and in such a way so as to prevent their opening or forced opening without destroying or damaging them;
 - 3) exterior doors to the premises (customs warehouses and storage facilities) where the insured property is located shall be locked with at least two multi-tumbler locks or one approved lock (approved lock and insert);
 - 4) with regard to premises (customs warehouses and storehouses) located in basement, ground and ground floors and located on higher floors, access to which is possible from stands, balconies, terraces and roofs located below or next to them, windows and other glazed outdoor openings in the premises shall be secured on the entire surface with fixed bars or glazing with increased resistance to breaking or cutting at least P3A class or anti-burglary blinds,
2. The provisions of section 1 items 2 and 3 shall not apply if, for a given premises, permanent surveillance or video surveillance equipped with CCTV equipment with image recording in digital technology with an alarm system for burglary and armed robbery detection (active monitoring) has been established.

How we conclude an insurance contract

§ 26

1. We conclude an insurance contract by negotiation, as a result of the policyholder's acceptance of the insurance offer presented by us, on the basis of a written request or request for quotation submitted to us by the policyholder or the policyholder's attorney. The application of Articles 661 and 682 of the Civil Code is excluded.
2. The insurance contract shall be deemed concluded upon submission by the policyholder or the attorney representing the policyholder of a written declaration of will concerning the acceptance of the insurance offer presented by us. This statement may also be made by e-mail.
3. Prior to the conclusion of the insurance contract, we shall deliver the GTC to the policyholder in writing or by e-mail. We confirm the conclusion of the contract by delivering the insurance policy.
4. Any agreed amendments to the insurance contract shall be confirmed in the form of an Annex, otherwise being null and void.
5. We may conclude an insurance contract in the form of:
 - 1) individual policy – when the insurance coverage applies to a single transit of the insured property,
 - 2) block policy – when the insurance coverage includes all transits of the insured property commencing during the insurance period specified in the policy,
 - 3) general policy (general contract) – when the insurance coverage includes transit of the insured property starting during the insurance period indicated in the policy, provided that each time we are notified of the transit of the insured property before it begins. The manner of submitting property for insurance and the scope of required information to be included in the submission of property for coverage are specified in the insurance contract.

Concluding a contract on behalf of a third party

§ 27

1. The policyholder shall inform the insured about the conclusion of the insurance contract for the insured and shall provide the insured with the GTC together with the declaration of the personal data controller for the insured.
2. The provisions of the GTC, in particular those concerning rights, responsibilities and scope of liability, shall apply mutatis mutandis to the insured on whose account the insurance contract was concluded.
3. We are only entitled to claim payment of the premium from the policyholder. We can also raise a charge affecting our liability against the insured.
4. The insured shall claim the compensation due directly from us unless otherwise agreed by the parties at the time of entering into the insurance contract.
5. If the insured gives consent to the policyholder to finance the cost of the premium, the policyholder shall deliver the terms of the contract to the insured prior to the consent of the policyholder, and the insured shall confirm the delivery of these terms in writing.

Insurance period and indemnity period

§ 28

1. We conclude the insurance contract for a definite period specified in the insurance contract.
2. Our liability starts from the moment indicated in the insurance contract as the commencement of the insurance period, irrespective of the date and method of payment of the premium, unless the insurance contract provides for otherwise.
3. Our liability shall end upon the lapse of the insurance period, unless the insurance coverage has expired earlier.

Sum insured

§ 29

1. The sum insured shall be determined in the insurance contract and shall correspond to the maximum value of the property admitted for coverage, and in the case of individual insurance contracts – shall be equal to the value of the property determined in accordance with § 30 section 1 of GTC, carried by one conveyance, i.e.:
 - a) on one road vehicle or combination thereof;
 - b) on one railway configuration;
 - c) on board one aircraft;
 - d) on one inland conveyance or a combination thereof;
 - e) on one vessel.
2. The sum insured is the upper limit of liability for loss, reduction or damage to the insured item resulting from one event. If the sum insured has not been increased by the costs, fees and charges listed in § 30 section 2 of the GTC, we assume that it covers only the value of the property admitted for coverage.
3. For different types (branches) of transit or for different types of insured property, we can set the sum insured at a separate amount.
4. If the sum insured is lower than the value of the insured item (undercoverage), the compensation payable shall be due pro rata in the proportion of the sum insured to the value of the insured item. The pro rata principle shall not apply if the extent of claim determined in accordance with § 30 of GTC:
 - a) does not exceed PLN 10,000,
 - b) is higher than the sum insured for the subject of the claim.
5. If the sum insured specified in the insurance contract exceeds the value of the insured property (overcoverage), we are liable for claim only up to the value of the insured property.

§ 30

1. Unless otherwise specified in the insurance contract, the value of property is determined at the place and time of commencement of transit on a net basis, i.e. value added tax (VAT) exclusive, as follows:
 - 1) for new items – in the following order:
 - a) at the value of the property specified in the sales invoice issued in connection with the insured transit or in an internal proof replacing the invoice, if the property is conveyed in connection with the performance of the sales contract;
 - b) at the insured's cost of manufacturing the property, as specified in the customary internal document, if the insured is the manufacturer of the property;
 - c) at the market value of the property at the place and time of commencement of transit, determined on the basis of the average prices applied in the trading of property of the same type and species;
 - 2) for second-hand goods – at the actual value.
2. At the request of the policyholder and against payment of an additional premium, the value of property for the purposes of insurance may be increased by:
 - 1) costs of carriage of property (carriage charge), if the insured is obliged to pay it;
 - 2) the expected commercial profit or costs of up to 10% of the value of the property carried, if the transit is carried out in connection with the performance of the contract of sale;
 - 3) value added tax (VAT), if the insured is obliged to pay it in connection with a claim event occurring during the transit of property;
 - 4) excise duty due for property lost or damaged as a result of an insured event, provided that we pay compensation only up to the amount of excise duty actually paid by the insured;
3. In international transit, at the request of the policyholder and against payment of an additional premium, the value of the property for the purposes of insurance may be increased by the customs duty not included in the invoice payable in the country of destination or the customs duty in the country of transit if the damaged property is sold in transit as a result of an insured event. We only pay compensation up to the amount of the customs duty actually paid by the insured. If the insured recovers the customs duty paid, the compensation in this regard shall be refunded.
4. A prerequisite for extending the insurance coverage by the values indicated in section 2 is a clear indication of the scope of extension in the content of the insurance contract.

§ 31

1. Within the limits of the sum insured, we shall cover:
 - 1) necessary costs of actions that must be taken by the insured directly after an act of god in order to prevent or reduce the claim, as long as they are reasonable, even if proved ineffective, including costs of transshipment and temporary warehousing of property (after the occurrence of the claim), not longer than:
 - 14 days in domestic transit,
 - 30 days in international transit;
 - 2) the costs of fees of appraisers appointed in an arrangement with us in order to investigate the circumstances, causes or extent of the claim.
2. In addition to the sum insured, we cover the costs of:
 - 1) cleaning the remainder of the property from the roadway or other place where the claim event occurred, if the insured is obliged to bear these costs (excluding environmental claims, in particular consisting in the reimbursement of costs of neutralising or cleaning the soil, water, road, roadside, or track contaminated with dangerous substances);
 - 2) disposal of claim residual property (including transit costs to the place of disposal), if
 - the insured is obliged to do so, and
 - the condition of the property does not raise any doubts as to the necessity to dispose of it.
3. Unless otherwise specified in the insurance contract, we introduce a limit on the costs indicated in section 2 in the amount of:
 - 1) 10% of the amount of claim, not more than PLN 50,000 for any and all events during the insurance period in domestic transit,
 - 2) 10% of the amount of claim, no more than PLN 100,000 for any and all events during the insurance period in international transit.
4. The costs referred to in sections 1 and 2 shall be reimbursed only if they were incurred as a result of an event covered by insurance.

How do we determine the insurance premium

§ 32

1. The amount of the premium is determined on the basis of an individual risk assessment, in particular taking into account:
 - 1) the amount of the sum insured;
 - 2) the volume of trade in goods;
 - 3) limits of liability and deductible applied;
 - 4) type of property submitted for coverage;
 - 5) conveyance;
 - 6) mode of transit (own, professional);
 - 7) insurance period;
 - 8) inclusion of additional clauses;
 - 9) the insured's claim history; and
 - 10) other information we asked about before concluding the insurance contract.
2. The premium is calculated on the basis of:
 - 1) in the case of a block and general insurance contract – the total value of the insured property conveyed during the insurance period,
 - 2) in the case of an individual insurance contract – the sum insured.
3. The premium is calculated as the product of the basis for calculating the premium and the rate.
4. We may set a different rate for different:
 - types of insured property,
 - types (branches) of transit,
 - geographical direction of transit of the insured property.
5. Unless we agree otherwise, if the values of the insured property were expressed in a foreign currency in order to settle the premium due, they are translated into Polish zloty at the average exchange rate of the National Bank of Poland as at the date of submission for coverage or the date of commencement of transit (if the notification was not required).

§ 33

1. The premium may be paid once or in instalments and shall be paid by bank transfer to the bank account indicated in the insurance contract.
2. Amounts, due dates and methods of payment of the premium or the premium instalments shall be specified in the insurance contract.
3. We consider the payment of a premium or a premium instalment to be the date of crediting the relevant account with an appropriate amount.
4. If we are contractually liable before the payment of premium or first instalment, and the premium is not paid on time, we may terminate the contract with immediate effect and demand payment of the premium for the period in which the insurance coverage was provided.
5. Failure to pay the next premium instalment will result in cessation of our liability only if we first call on the policyholder to pay it within 7 days, with the risk that failure to pay it will result in cessation of our liability.
6. We consider the date of payment of the premium to be the date of ordering payment in the bank, provided that sufficient funds were deposited in the policyholder's account.
7. In the event of insurance expiry prior to the expiry of the period for which an insurance contract was concluded, the policyholder shall be entitled to the pro rata premium refund for the period of unused insurance coverage – calculated pro rata temporis.

What are the responsibilities of the policyholder and the insured

§ 34

1. The policyholder shall inform us of all circumstances known to them and requested by us in the offer form or other correspondence and shall immediately report any changes to these circumstances. Where the contract is concluded by a representative, that obligation also applies to that representative and covers circumstances known to him.
2. If an insurance contract is concluded on behalf of another person, the responsibilities specified in section 1 apply both to the policyholder and the insured, unless the insured has not been aware of the contract being concluded on its behalf.

§ 35

1. The policyholder shall immediately, but no later than within 3 business days of becoming aware of a claim event, notify us of the claim. If the contract was concluded on someone else's account, this obligation shall also rest with the insured, unless he was unaware of the conclusion of the insurance contract on his behalf.
2. In the event of claim, the insured:
 - 1) uses any and all available measures in order to salvage the insured item, prevent the claim, or reduce the size of the claim;
 - 2) makes the damaged property available for inspection in an unaltered state, unless a change is necessary to comply with the obligation set out in point 1;
 - 3) draw up a protocol of the condition of the property, the damage caused and the circumstances of the event, if possible, with the participation of the driver, and in the case of claim which cannot be noticed at the time of delivery (acceptance) – no later than within 7 days of the handover of the property by the haulier;
 - 4) immediately report the event to the Police if there is a reasonable suspicion that the claim was caused by an offence or an accident in the conveyance;
 - 5) secures recourse rights against third parties, not covered by insurance, who may be liable for the claim by:
 - a) immediately give written notification in their own name of the event and of the fact that they are liable for the event and that they will be subject to claims in the amount corresponding to the amount of claim determined;
 - b) drawing up a joint claim report, if possible;
 - 6) to provide us with all information that may be relevant to ascertain the liability of third parties against whom the Insurer may have recourse claim.
 - 7) provides all the documentation necessary to identify the property and establish the circumstances of the claim, its causes and its extent, which we will request in a separate letter;
 - 8) proves the claim for compensation, in principle and in size.
3. The policyholder and the insured:
 - 1) cooperate with us to explain all circumstances and causes of the claim and to determine the extent of the claim;
 - 2) comply with our recommendations;
 - 3) provide us or a person appointed by us with relevant information and necessary powers of attorney, including in particular powers of attorney ad litem.

What are the consequences of a breach of the responsibilities

§ 36

1. Failure to comply with or breach of responsibilities under the insurance contract due to wilful misconduct or gross negligence, including the obligation to notify of claim, may give rise to a refusal to pay compensation in full, or to the extent that failure affected:
 - 1) occurrence of claim;
 - 2) extent of the claim;
 - 3) determination of the cause, circumstance or extent of the claim, or
 - 4) effective pursuit of recourse rights.

2. The consequences of failure to give notification of claim shall not occur if, within the period prescribed for giving notification, we have been informed of the circumstances which ought to have been communicated to us.
3. We shall not be liable for the consequences of circumstances of which we have not been informed in breach of § 34 section 1 of the GTC. If the breach was caused by wilful misconduct, in case of doubt, we assume that the claim and its consequences result from circumstances that were not communicated to us prior to the conclusion of the insurance contract.

How do we assess the claim size and compensation

§ 37

1. The person entitled to receive the compensation due is the insured or the business partner of the insured – in accordance with § 4 sections 1 and 2 of GTC – who at the time of occurrence of the event causing claim assumed the transit risk.
2. Within 7 days of receipt of the claim report, we will confirm the acceptance of the claim report and provide the policyholder and the insured with information about:
 - claim number assigned,
 - necessary documents to be provided by the policyholder or insured person
 and
 - planned decommissioning activities, such as possible visual inspection of cargo,
 - and recommendations on securing the cargo to the further course of the liquidation or other, if the circumstances of the claim so require.
3. We are obliged to make a decision on compensation within 30 days from the date of becoming aware of the claim. If it is not possible to clarify all the circumstances of the claim which are necessary to establish liability or the amount of compensation within this time limit, we are obliged to make a decision on compensation within 14 days from the date on which it becomes possible to clarify these circumstances.
4. We shall pay the compensation following the approval of the claim submitted by the beneficiary under the insurance contract and pursuant to our own findings of facts concerning the event, the legitimacy of the claims and the amount of compensation, the settlement reached with the beneficiary, or the valid decision of the court.
5. Unless otherwise agreed by the parties, the amount of money paid by us shall not exceed the claim suffered.
6. The beneficiary under the insurance contract shall document the validity of the claim filed. We reserve the right to verify the submitted documents and consult appraisers, in particular if the value of the property resulting from the submitted documents significantly differs from the average prices of the same type and species of property traded.
7. If the same insured item is insured, at the same time, against the same risk with two or more Insurers to the sum which, in total, exceed its insurance value, the policyholder may not claim compensation in excess of the amount of claim. Between the insurers, each of them shall be liable pro rata to the sum insured accepted compared to the total sums arising from double or multiple insurance.

§ 38

1. The basis for calculating the amount of claim is the value of the insured item determined in accordance with § 30 sections 1-3 of the GTC.
2. A compensation for loss, reduction, or damage of the insured item is determined in the amount corresponding to the size of claim caused by events covered by the insurance, within limits of the sum insured.
The amount of claim is understood as:
 - 1) in the event of loss, reduction or damage to the cargo in whole or in part, or damage to property that is unsuitable for repair – the value of destroyed, lost or damaged property admitted for coverage, determined in accordance with § 30 section 1,
 - 2) in the case of damage to property suitable for repair – the actual and documented cost of repair, however, it shall not exceed the value of the property.
3. The extent of damage shall be reduced by the value of residues after damaged or destroyed property which may be used for further use, processing or sale.
4. In the event of damage to the insured item to the extent qualifying for sale at reduced prices, the extent of claim shall be the difference between the value of the insured item before the event causing claim and the highest price resulting from the submitted offers (quotations) for the purchase of property in a damaged condition.
5. If the insured item consists in machinery or equipment, the compensation may not exceed the cost of replacement or repair of a part which has been lost or damaged, plus the cost of delivery of that part and its reassembly, if such costs have been incurred. Reimbursement of costs of delivery of parts for repair shall not apply

to air and express transit costs. If the sum insured has been increased by a customs duty, in accordance with § 30 section 3 of the GTC, we will also pay the cost of the customs duty incurred in connection with the replacement or repair of parts. Compensation shall not exceed the value of the whole machine or piece of equipment.

6. If property for which compensation has been paid is found, the insured shall be obliged to accept the property and reimburse the compensation received, within the limit of the value of the recovered cargo and after deducting the costs related to its recovery, within 14 days of the recovery of the property.
7. We determine the amount of compensation in the amount corresponding to the amount of claim determined in accordance with the provisions of sections 1-6, less the deductible in the amount of EUR 250 (unless the parties agreed otherwise). If the amount of claim does not exceed the amount of the established deductible, we shall not be liable for the claim caused.
8. Compensation payable by us to an authorised entity established in Poland shall be transferred to its bank account in PLN at the average exchange rate of the National Bank of Poland for the currency, in which the sum insured was determined, applicable on the date of issue of the compensation decision. Compensation payable by us to an eligible entity established abroad shall be transferred to its bank account in the currency of the invoice at the average exchange rate of the National Bank of Poland applicable on the date of issuing the decision on compensation.
9. If the sums insured, limits of liability or deductible are expressed in a foreign currency, these values are converted into PLN at the average exchange rate of the National Bank of Poland as at the date of issuing the decision on compensation.

Insurance subrogation

§ 39

1. As of the date of payment of compensation, the claim of the insured against a third party liable for the claim shall pass to us up to the amount of compensation paid.
2. The insured shall provide information and documents and perform actions necessary for effective pursuit of recourse rights.
3. If the insured waives, without our consent, your rights against third parties responsible for the claim, we may refuse to pay compensation in whole or in part and, if compensation has already been paid, we may request its full or partial reimbursement.
4. We retain the right of recourse to the haulier/freight forwarder responsible for the claim, also if it is indicated on the policy as the insured, if it did not bear the transit risk and is not the entity entitled to receive compensation.

Termination and withdrawal

§ 40

1. If the insurance contract has been concluded for a period exceeding 6 months, the policyholder has the right to withdraw from the contract within 30 days, and the policyholder being the entrepreneur has the right to withdraw from the insurance contract within 7 days from the date of conclusion of the contract.
2. The declaration of withdrawal from the insurance contract shall be made in writing.

§ 41

If circumstances are disclosed involving a significant change of probability of a claim, either party to an insurance contract may demand a corresponding change in the insurance premium from the moment in which this circumstance occurred, but no earlier than from the beginning of the current insurance period. If such a request is made, the other party may, within 14 days, terminate the contract with immediate effect.

§ 42

Subject of the effects of a failure to pay the premium or the premium instalment on time, we may terminate the insurance contract with immediate effect for important reasons, such as:

- 1) extortion or attempted extortion by the policyholder or the insured of compensation under the insurance contract;
- 2) an offence committed by the policyholder or the insured party in connection with the conclusion of performance of the insurance contract;

- 3) the policyholder's non-performance or improper performance of the responsibilities indicated in § 27 section 5 of the GTC.

§ 43

1. In the event of termination or withdrawal from the contract, the policyholder shall be entitled to a refund of the premium for the unused insurance period.
2. Withdrawal from the insurance contract does not release the policyholder from the obligation to pay the insurance premium for the period during which we provided the coverage.

How to lodge complaints

§ 44

1. The policyholder, the insured or the beneficiary under the insurance contract, as well as persons seeking insurance coverage, may lodge complaints concerning the services provided by us or by an insurance agent acting on our behalf (to the extent not related to the provided insurance coverage).
2. The rules for lodging complaints regarding services provided by us or an exclusive agent, i.e. acting solely for or on behalf of us:
 - 1) complaints may be lodged as follows:
 - a) through an online form available at: www.ergohestia.pl;
 - b) by calling 801 107 107 or 58 555 5555;
 - c) in writing, to the address of the registered office: Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A., ul. Hestii 1, 81-731 Sopot;
 - d) verbally or in writing when visiting our business unit;
 - 2) complaints are processed by our respective organisational unit;
 - 3) we shall send a response to a complaint in writing within 30 days of the date on which we received it or at the request of the complainant – by e-mail;
 - 4) in particularly complex cases which render examining the complaint and providing a reply within 30 days impossible, the reply will be sent within 60 days from the date on which we received it; within 30 days, we will inform the complainant about the need to extend the time limit for responding to the complaint;
 - 5) in non-standard cases, the complainant may contact our Customer Ombudsman through the online form available at: www.ergohestia.pl;
 - 6) Complaints concerning the services provided by the Multiagent (an insurance agent acting in our name and on our behalf, but also in the name and on behalf of other property insurers), within the scope not related to the provided insurance coverage, shall be submitted directly to that agent who provided insurance distribution services. Complaints are processed directly by this agent – if we receive such a complaint, we will forward it to the agent and inform the complainant.
 - 7) A client of a financial market entity (natural person) may also request that the case be examined by the Financial Ombudsman. The address and contact details of the Financial Ombudsman are available at: www.rf.gov.pl.

Jurisdiction and venue

§ 45

- 8) Insurance contracts are concluded under Polish law, even if the Institute Cargo Clauses provide otherwise.
- 9) Disputes arising from the insurance contract are heard under the Polish law and before courts competent with respect to their general competence, or courts competent for the registered office of the policyholder, insured, or the beneficiary under the insurance contract.
- 10) Parties to the insurance contract may refer any disputes arising therefrom to arbitration.

How to make representations

§ 46

1. All notifications and representations of the contracting parties shall be made in writing and sent by registered mail or in the form of an electronic document bearing a qualified signature.
2. The parties to the insurance contract shall inform each other about the change of the address or the registered office, as well as contact details indicated in relation to sending notifications and representations.
3. Should the party to the contract change its address or registered office without notifying the other party of this fact, a letter sent to the party's last known address shall have the legal effect from the moment when it would have been delivered had the party not changed its address or registered office.
4. The Parties may agree in the insurance contract that the notifications and representations made by the Parties to the contract shall be delivered to the other Party by means of:
 - electronic letter (e-mail) – to the e-mail address indicated by the parties,
 - text message (SMS) – to the mobile phone number indicated by the policyholder,
 - telephone – to the insurer's hotline number.

Final provisions

§ 47

1. In matters not covered by the general terms and conditions of Insurance, the provisions of:
 - Act of 11 September 2015 on insurance and reinsurance activity;
 - of the Civil Code of 23 April 1964and other generally applicable provisions of Polish law shall apply.
2. In the event of discrepancies between the Institute Cargo Clauses and the provisions of the GTC, the provisions of the GTC shall apply.

§ 48

The General Terms and Conditions of Insurance shall enter into force on 12 February 2024, and they shall apply to insurance contracts concluded as from that date.

**President of the
Management Board**



Artur Borowiński

**Vice-President of the
Management Board
for Corporate Insurance**



Adam Roman

Appendix No 1 – Additional clauses (common to Sections I, II and III)

Inclusion clause for loss or damage caused by thawing or a failure to meet the carriage temperature

1. Subject to the remaining provisions of the insurance contract and GTC, not amended by the clause, the insurance shall cover claim to property caused by frosting or failure to keep the carriage temperature, provided that:
 - 1) the carriage temperature and type of conveyance (refrigerated vehicle) are specified in the carriage manual, and
 - 2) the conveyance is equipped with a technically fit refrigeration unit and a calibrated thermostat with a thermograph, and
- 3) the vehicle's engine is not turned off during stops, where the operation of the refrigeration depends on the engine working.
2. In the case of professional transit, the insured shall give the haulier written instructions containing the recommendations referred to in paragraph 1.
3. Regardless of the mode of transit, claim caused by frosting or failure to maintain temperature shall be covered by insurance under the insurance contract only if:
 - 1) the break in cooling is recorded on the thermocouple and is not shorter than 2 consecutive hours and
 - 2) the carried property has undergone, at that time, qualitative changes leading to a reduction in its utility or commercial value, with a change in the quality and a reduction in the value of the property occurring jointly.

Clause on insurance during exposure to exhibitions and fairs

1. Subject to the remaining provisions of the insurance contract and GTC, not amended by the clause, the parties agree that the insured property during transit shall be additionally insured during exposure to exhibitions and fairs and during warehousing immediately before and after exhibitions and fairs, for a period not exceeding 14 days from the following events:
 - 1) heavy rainstorm,
 - 2) hail,
 - 3) hurricane,
 - 4) burglary,
 - 5) avalanches,
 - 6) landslide,
 - 7) flood,
 - 8) fire,
 - 9) earthquake,
 - 10) lightning strike,
 - 11) robbery,
 - 12) vandalism;
 - 13) explosion,
 - 14) subsidence.
2. The insurance coverage applies, provided that such property is reported to us, specifying:
 - 1) type of property,
 - 2) the sum insured,
 - 3) the duration of the cover,
 - 4) property storage areas.
3. Warehousing or storage shall take place in a storage facility or other premises suitable for this purpose and properly protected.

Appendix No 2 – Additional clauses (Sections II and III)

The Institute Clauses are quoted in the certified English translation, and in case of any inaccuracies, ambiguities or difficulties of interpretation, we reserve the primacy of the original English texts. These texts are published on the website of the International Underwriting Association of London (IUA) <https://www.iua.co.uk/>.

Institute Cargo Clauses (A) 1/1/09

RISKS COVERED

Risks

1. This insurance covers all risks of loss of or damage to the insured item except as excluded by the provisions of Clauses 4, 5, 6 and 7 below.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of claim from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

“Both to Blame Collision Clause”

3. This insurance indemnifies the Insured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by a haulier under the said Clause, the Insured agree to notify the Insurer who shall have the right, at their own cost and expense, to defend the Insured against such claim.

EXCLUSIONS

4. In no case shall this insurance cover
 - 4.1 loss, damage, or expense attributable to wilful misconduct of the Insured;
 - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the insured item;
 - 4.3 loss, damage, or expense caused by insufficiency or unsuitability of packing or preparation of the insured item to withstand the ordinary events of the Insured transit where such packing or preparation is carried out by the Insured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses “packing” shall be deemed to include stowage in a container and “employees” shall not include independent contractors);
 - 4.4 loss, damage, or expense caused by inherent vice or nature of the insured item;
 - 4.5 loss, damage, or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above);
 - 4.6 loss, damage, or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the insured item on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage;
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the insured item in good faith under a binding contract.
 - 4.7 loss, damage, or expense directly or indirectly caused by or arising from the use of any weapon of war or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
5. 5.1 In no case shall this insurance cover loss, claim, or expense arising from
 - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the insured item, where the Insured are privy to such unseaworthiness or unfitness, at the time the insured item is loaded therein
 - 5.1.2 unfitness of container or conveyance for the safe carriage of the insured item, where loading therein or thereon is carried out prior to attachment of this insurance or by the Insured or their employees and they are privy to such unfitness at the time of loading.
- 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the insured item in good faith under a binding contract.

- 5.3 The Insurer waives any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the insured item to destination.
6. In no case shall this insurance cover loss, damage, or expense caused by
- 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
 - 6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat;
 - 6.3 derelict mines torpedoes bombs or other derelict weapons of war.
7. In no case shall this insurance cover loss, damage, or expense
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
 - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions;
 - 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted;
 - 7.4 caused by any person acting from a political, ideological or religious motive.

DURATION

Transit Clause

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time named in the contract of insurance for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
- 8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final storage facility or warehousing location at the destination named in the contract of insurance,
 - 8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other storage facility or warehousing location, whether prior to or at the destination named in the contract of insurance, which the Insured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
 - 8.1.3 when the Insured or their employees elect to use any carrying vehicle or other conveyance or any container for warehousing other than in the ordinary course of transit or
 - 8.1.4 on the expiry of 60 days after completion of discharge overseas of the insured item from the overseas vessel at the final port of discharge,
- whichever shall first occur.
- 8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the insured item is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the insured item is first moved for the purpose of the commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 and to the provisions of Clause 9 below) during delay beyond the control of the Insured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the haulier under the contract of carriage.

Termination of Contract of Carriage Clause

9. If owing to circumstances beyond the control of the Insured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the insured item as provided for in Clause 8, then this insurance shall also terminate unless prompt notice is given to the Insurer and continuation of coverage is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurer, either
- 9.1 until the insured item is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the insured item at such port or place, whichever shall first occur,
- or
- 9.2 if the insured item is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

Change of Voyage

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Insured, this must be notified promptly to Insurer for premiums and terms to be agreed. Should a claim occur prior to such contract being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 10.2 Where the insured item commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Insured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest Clause

11. 11.1 In order to recover under this insurance, the Insured must have an insurable interest in the insured item at the time of the claim.
- 11.2 subject to Clause 11.1 above, the Insured shall be entitled to recover for insured claim occurring during the period covered by this insurance, notwithstanding that the claim occurred before the contract of insurance was concluded, unless the Insured were aware of the claim and the Insurers were not.

Forwarding Charges

12. Where, as a result of the operation of a risk covered by this insurance, the Insured transit is terminated at a port or place other than that to which the insured item is covered under this insurance, the Insurer will reimburse the Insured for any extra charges properly and reasonably incurred in unloading warehousing and forwarding the insured item to the destination to which it is insured.
- This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault, negligence, insolvency, or financial default of the Insured or their employees.

Constructive Total Loss

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the insured item is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the insured item to the destination to which it is insured would exceed its value on arrival.

Increased Value

14. 14.1 If any Increased Value insurance is effected by the Insured on the insured item under this insurance the agreed value of the insured item shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the claim, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
- In the event of claim the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 14.2 Where this insurance is on Increased Value the following clause shall apply:
- The agreed value of the insured item shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the claim and effected on the insured item by the Insured, and compensation under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
- In the event of claim the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFITS FROM INSURANCE

15. This insurance
- 15.1 covers the Insured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee;
- 15.2 shall not extend to or otherwise benefit the haulier or other bailee.

MINIMISING LOSSES

Duty of Insured

16. It is the duty of the Insured and their employees and agents in respect of claim or loss recoverable hereunder
- 16.1 to take such measures as may be reasonable for the purpose of averting or minimising such claim or loss, and

- 16.2 to ensure that all rights against hauliers, bailees or other third parties are properly preserved and exercised and the Insurer will, in addition to any claim recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

17. Measures taken by the Insured or the Insurers with the object of saving, protecting or recovering the insured item shall not be considered as a waiver or acceptance of abandonment or otherwise breach the rights of either party.

AVOIDANCE OF DELAY

18. It is a condition of this insurance that the Insured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

19. This insurance is governed by English law and its procedures.

NOTE: Where a continuation of coverage is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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CL382

01/01/2009

Institute Cargo Clauses (C) 1/1/09

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below:
 - 1.1. loss of or damage to the insured item reasonably attributable to
 - 1.1.1. fire or explosion
 - 1.1.2. vessel or craft being stranded grounded sunk or capsized
 - 1.1.3. overturning or derailment of land conveyance
 - 1.1.4. collision or contact of vessel craft or conveyance with any external object other than water
 - 1.1.5. discharge of cargo at a port of distress
 - 1.2. loss of or damage to the insured item caused by
 - 1.2.1. general average sacrifice
 - 1.2.2. jettison.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of claim from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

“Both to Blame Collision Clause”

3. This insurance indemnifies the Insured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by hauliers under the said Clause, the Insured agrees to notify the Insurers who shall have the right, at their own cost and expense, to defend the Insured against such claim.

EXCLUSIONS

4. In no case shall this insurance cover
 - 4.1. loss damage or expense attributable to wilful misconduct of the Insured,
 - 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the insured item
 - 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the insured item to withstand the ordinary events of the Insured transit where such packing or preparation is carried out by the Insured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses

“packing” shall be deemed to include stowage in a container and “employees” shall not include independent contractors)

- 4.4. loss damage or expense caused by inherent vice or nature of the insured item
- 4.5. loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above),
- 4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the insured item on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the insured item in good faith under a binding contract.
- 4.7. malicious damage to or deliberate destruction of the insured item or any part thereof by the wrongful act of any person or persons
- 4.8. loss damage or expense directly or indirectly caused by or arising from the use of any weapon of war or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
5. 5.1. In no case shall this insurance cover loss damage or expense arising from
 - 5.1.1. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the insured item, where the Insured are privy to such unseaworthiness or unfitness, at the time the insured item is loaded therein
 - 5.1.2. unfitness of container or conveyance for the safe carriage of the insured item, where loading therein or thereon is carried out prior to attachment of this insurance by the Insured or their employees and they are privy to such unfitness at the time of loading.
- 5.2. Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the insured item in good faith under a binding contract.
- 5.3. The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the insured item to destination.
6. In no case shall this insurance cover loss damage or expense caused by
 - 6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power,
 - 6.2. capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat,
 - 6.3. derelict mines torpedoes bombs or other derelict weapons of war.
7. In no case shall this insurance cover loss damage or expense
 - 7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions,
 - 7.3. caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted,
 - 7.4. caused by any person acting from a political, ideological or religious motive.

DURATION

Transit Clause

8. 8.1. Subject to Clause 11 below, this insurance attaches from the time the insured item is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
 - 8.1.1. on completion of unloading from the carrying vehicle or other conveyance in or at the final storage facility or warehousing location at the destination named in the contract of insurance,
 - 8.1.2. on completion of unloading from the carrying vehicle or other conveyance in or at any other storage facility or warehousing location, whether prior to or at the destination named in the contract of insurance, which the Insured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
 - 8.1.3. when the Insured or their employees elect to use any carrying vehicle or other conveyance or any container for warehousing other than in the ordinary course of transit or
 - 8.1.4. on the expiry of 60 days after completion of discharge overseas of the insured item from the overseas vessel at the final port of discharge, whichever shall first occur.
- 8.2. If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the insured item is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the insured item is first moved for the purpose of the commencement of transit to such other destination.

- 8.3. This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and in Clause 9 below) during delay beyond the control of the Insured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to hauliers under the contract of carriage.

Termination of Contract of Carriage

9. If owing to circumstances beyond the control of the Insured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the insured item as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of coverage is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
- 9.1. until the insured item is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the insured item at such port or place, whichever shall first occur, or
- 9.2. if the insured item is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

Change of Voyage

10. 10.1. Where, after attachment of this insurance, the destination is changed by the Insured, this must be notified promptly to Insurers for premiums and terms to be agreed. Should a claim occur prior to such contract being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 10.2. Where the insured item commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Insured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest Clause

11. 11.1. In order to recover under this insurance, the Insured must have an insurable interest in the insured item at the time of the claim.
- 11.2. Subject to Clause 11.1 above, the Insured shall be entitled to recover for insured claim occurring during the period covered by this insurance, notwithstanding that the claim occurred before the contract of insurance was concluded, unless the Insured was aware of the claim and the Insurers were not.

Forwarding Charges

12. Where, as a result of the operation of a risk covered by this insurance, the Insured transit is terminated at a port or place other than that to which the insured item is covered under this insurance, the Insurers will reimburse the Insured for any extra charges properly and reasonably incurred in unloading warehousing and forwarding the insured item to the destination to which it is insured.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault, negligence, insolvency, or financial default of the Insured or their employees.

Constructive Total Loss

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the insured item is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the insured item to the destination to which it is insured would exceed its value on arrival.

Increased Value

14. 14.1. If any Increased Value insurance is effected by the Insured on the insured item under this insurance the agreed value of the insured item shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the claim, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
- In the event of claim the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 14.2. Where this insurance is on Increased Value the following clause shall apply:
- The agreed value of the insured item shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the claim and effected on the insured item

by the Insured, and compensation under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFITS FROM INSURANCE

15. This insurance

- 15.1. covers the Insured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 15.2. shall not extend to or otherwise benefit the haulier or other bailee.

MINIMISING LOSSES

Duty of Insured

16. It is the duty of the Insured and their employees and agents in respect of claim recoverable hereunder
 - 16.1. to take such measures as may be reasonable for the purpose of averting or minimising such claim, and
 - 16.2. to ensure that all rights against hauliers, bailees or other third parties are properly preserved and exercised, and the Insurers will, in addition to any claim recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

17. Measures taken by the Insured or the Insurers with the object of saving, protecting or recovering the insured item shall not be considered as a waiver or acceptance of abandonment or otherwise breach the rights of either party.

AVOIDANCE OF DELAY

18. It is a condition of this insurance that the Insured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

19. This insurance is subject to English law and practice.

NOTE: If a continuation of coverage is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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CL384

01/01/2009

Institute Cargo Clauses (Air) (excluding sending by Post) 1/1/09

RISKS COVERED

Risks

1. This insurance coverage includes all risks of loss or damage to the insured item, except as excluded by the provisions of Clauses 3, 4 and 5 below.

Salvage Charges

2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of claim from any cause except those excluded in Clauses 3, 4 and 5 below.

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1. loss damage or expense attributable to wilful misconduct of the Insured
 - 3.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the insured item
 - 3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the insured item to withstand the ordinary events of the Insured transit where such packing or preparation is carried out by the Insured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses

“packing” shall be deemed to include stowage in a container and “employees” shall not include independent contractors)

- 3.4. loss damage or expense caused by inherent vice or nature of the insured item
- 3.5. loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the insured item, where loading therein or thereon is carried out prior to attachment of this insurance or by the insured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the insured item in good faith under a binding contract.
- 3.6. loss damage or expense caused by delay, even though the delay be caused by a risk insured against,
- 3.7. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the insured item on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the insured item in good faith under a binding contract.
- 3.8. loss damage or expense directly or indirectly caused by or arising from the use of any weapon of war or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
4. In no case shall this insurance cover loss damage or expense caused by
 - 4.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power,
 - 4.2. capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat,
 - 4.3. derelict mines torpedoes bombs or other derelict weapons of war.
5. In no case shall this insurance cover loss damage or expense
 - 5.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions,
 - 5.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions,
 - 5.3. caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted,
 - 5.4. caused by any person acting from a political, ideological or religious motive.

DURATION

Transit Clause

6. 6.1. Subject to Clause 9 below, this insurance attaches from the time the insured item is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
 - 6.1.1. on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,
 - 6.1.2. on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Insured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
 - 6.1.3. when the Insured or their employees elect to use any carrying vehicle or other conveyance or any container for warehousing other than in the ordinary course of transit or
 - 6.1.4. on the expiry of 30 days after completion of unloading of the insured item from the aircraft at the final place of discharge, whichever shall first occur.
- 6.2. If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the insured item is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 6.1.1 to 6.1.4, shall not extend beyond the time the insured item is first moved for the purpose of the commencement of transit to such other destination.
- 6.3. This insurance shall remain in force (subject to termination as provided for in Clauses 6.1.1 to 6.1.4 and to the provisions of Clause 7 below) during delay beyond the control of the Insured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air hauliers under the contract of carriage.

Termination of Contract of Carriage

7. If owing to circumstances beyond the control of the Insured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the insured item as provided for in Clause 6 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of coverage is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
- 7.1. until the insured item is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the insured item at such place, whichever shall first occur, or
- or
- 7.2. if the insured item is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 6 above.

Change of Transit

8. 8.1. Where, after attachment of this insurance, the destination is changed by the Insured, this must be notified promptly to Insurers for premiums and terms to be agreed. Should a claim occur prior to such contract being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 8.2. Where the insured item commences the transit contemplated by this insurance (in accordance with Clause 6.1), but, without the knowledge of the Insured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest Clause

9. 9.1. In order to recover under this insurance, the Insured must have an insurable interest in the insured item at the time of the claim.
- 9.2. Subject to Clause 9.1 above, the Insured shall be entitled to recover for insured claim occurring during the period covered by this insurance, notwithstanding that the claim occurred before the contract of insurance was concluded, unless the Insured were aware of the claim and the Insurers were not.

Forwarding Charges

10. Where, as a result of the operation of a risk covered by this insurance, the Insured transit is terminated at a port or place other than that to which the insured item is covered under this insurance, the Insurers will reimburse the Insured for any extra charges properly and reasonably incurred in unloading warehousing and forwarding the insured item to the destination to which it is insured.

This Clause 10, which does not apply to salvage charges, shall be subject to the exclusions contained in Clauses 3, 4 and 5 above, and shall not include charges arising from the fault, negligence, insolvency, or financial default of the Insured or their employees.

Constructive Total Loss

11. No claim for Constructive Total Loss shall be recoverable hereunder unless the insured item is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the insured item to the destination to which it is insured would exceed its value on arrival.

Increased Value

12. 12.1. If any Increased Value insurance is effected by the Insured on the insured item under this insurance the agreed value of the insured item shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the claim, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.

- 12.2. Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the insured item shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the claim and effected on the insured item by the Insured, and compensation under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFITS FROM INSURANCE

13. This insurance
 - 13.1. covers the Insured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
 - 13.2. shall not extend to or otherwise benefit the haulier or other bailee.

MINIMISING LOSSES**Duty of Insured**

14. It is the duty of the Insured and their employees and agents in respect of claim recoverable hereunder
 - 14.1. to take such measures as may be reasonable for the purpose of averting or minimising such claim, and
 - 14.2. to ensure that all rights against hauliers, bailees or other third parties are properly preserved and exercised, and the Insurers will, in addition to any claim recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

15. Measures taken by the Insured or the Insurers with the object of saving, protecting or recovering the insured item shall not be considered as a waiver or acceptance of abandonment or otherwise breach the rights of either party.

AVOIDANCE OF DELAY

16. It is a condition of this insurance that the Insured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

17. This insurance is subject to English law and practice.

NOTE: Where a continuation of coverage is requested under Clause 7, or a change of destination is notified under Clause 8, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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CL387

01/01/2009

Institute Strikes Clauses (Cargo) 1/1/09

RISKS COVERED**Risks**

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the insured item caused by
 - 1.1. strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 1.2. any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
 - 1.3. any person acting from a political, ideological or religious motive.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of claim from a risk covered under these Clauses.

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1. loss damage or expense attributable to wilful misconduct of the Insured
 - 3.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the insured item
 - 3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the insured item to withstand the ordinary events of the Insured transit where such packing or preparation is carried out by

the Insured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 “packing” shall be deemed to include stowage in a container and “employees” shall not include independent contractors)

- 3.4. loss damage or expense caused by inherent vice or nature of the insured item
- 3.5. loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the insured item on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the insured item in good faith under a binding contract.
- 3.7. loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
- 3.8. any claim based upon loss of or frustration of the transit or adventure
- 3.9. loss damage or expense directly or indirectly caused by or arising from the use of any weapon of war or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 3.10. loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
4. 4.1. In no case shall this insurance cover loss damage or expense arising from
 - 4.1.1. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the insured item, where the Insured are privy to such unseaworthiness or unfitness, at the time the insured item is loaded therein
 - 4.1.2. unfitness of container or conveyance for the safe carriage of the insured item, where loading therein or thereon is carried out prior to attachment of this insurance, or by the Insured or their employees and they are privy to such unfitness at the time of loading.
- 4.2. Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the insured item in good faith under a binding contract.
- 4.3. The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the insured item to destination.

DURATION

Transit Clause

5. 5.1. Subject to Clause 8 below, this insurance attaches from the time the insured item is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
 - 5.1.1. on completion of unloading from the carrying vehicle or other conveyance in or at the final storage facility or warehousing location at the destination named in the contract of insurance,
 - 5.1.2. on completion of unloading from the carrying vehicle or other conveyance in or at any other storage facility or warehousing location, whether prior to or at the destination named in the contract of insurance, which the Insured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
 - 5.1.3. when the Insured or their employees elect to use any carrying vehicle or other conveyance or any container for warehousing other than in the ordinary course of transit or
 - 5.1.4. on the expiry of 60 days after completion of discharge overseas of the insured item from the overseas vessel at the final port of discharge, whichever shall first occur.
- 5.2. If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the insured item is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the insured item is first moved for the purpose of the commencement of transit to such other destination.
- 5.3. This insurance shall remain in force (subject to termination as provided for in Clauses 5.1.1 to 5.1.4 and to the provisions of Clause 6 below) during delay beyond the control of the Insured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to hauliers under the contract of carriage.

Termination of Contract of Carriage

6. If owing to circumstances beyond the control of the Insured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the insured item as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is

given to the Insurers and continuation of coverage is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either

- 6.1. until the insured item is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the insured item at such port or place, whichever shall first occur, or
- 6.2. if the insured item is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

Change of Voyage

7. 7.1. Where, after attachment of this insurance, the destination is changed by the Insured, this must be notified promptly to Insurers for premiums and terms to be agreed. Should a claim occur prior to such contract being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 7.2. Where the insured item commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Insured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest Clause

8. 8.1. In order to recover under this insurance, the Insured must have an insurable interest in the insured item at the time of the claim.
- 8.2. Subject to Clause 8.1 above, the Insured shall be entitled to recover for insured claim occurring during the period covered by this insurance, notwithstanding that the claim occurred before the contract of insurance was concluded, unless the Insured was aware of the claim and the Insurers were not.

Increased Value

9. 9.1. If any Increased Value insurance is effected by the Insured on the insured item under this insurance the agreed value of the insured item shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the claim, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 9.2. Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the insured item shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the claim and effected on the insured item by the Insured, and compensation under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFITS FROM INSURANCE

10. This insurance
 - 10.1. covers the Insured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
 - 10.2. shall not extend to or otherwise benefit the haulier or other bailee.

MINIMISING LOSSES

Duty of Insured

11. It is the duty of the Insured and their employees and agents in respect of claim recoverable hereunder
 - 11.1. to take such measures as may be reasonable for the purpose of averting or minimising such claim, and
 - 11.2. to ensure that all rights against hauliers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any claim recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

12. Measures taken by the Insured or the Insurers with the object of saving, protecting or recovering the insured item shall not be considered as a waiver or acceptance of abandonment or otherwise breach the rights of either party.

AVOIDANCE OF DELAY

13. It is a condition of this insurance that the Insured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

14. This insurance is subject to English law and practice.

NOTE: Where a continuation of coverage is requested under Clause 6, or a change of destination is notified under Clause 7, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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CL386

01/01/2009

Institute Strikes Clauses (Air Cargo) 1/1/09

RISKS COVERED**Risks**

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the insured item caused by
 - 1.1. strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 1.2. any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
 - 1.3. any person acting from a political, ideological or religious motive.

Salvage Charges

2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of claim from any cause except those excluded in Clause 3 below.

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1. loss damage or expense attributable to wilful misconduct of the Insured
 - 3.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the insured item
 - 3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the insured item to withstand the ordinary events of the Insured transit where such packing or preparation is carried out by the Insured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 “packing” shall be deemed to include stowage in a container and “employees” shall not include independent contractors)
 - 3.4. loss damage or expense caused by inherent vice or nature of the insured item
 - 3.5. loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the insured item, where loading therein or thereon is carried out prior to attachment of this insurance or by the insured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the insured item in good faith under a binding contract,
 - 3.6. loss damage or expense caused by delay, even though the delay be caused by a risk insured against
 - 3.7. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the insured item on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit
 This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the insured item in good faith under a binding contract.
 - 3.8. loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
 - 3.9. any claim based upon loss of or frustration of the transit or adventure

- 3.10. loss damage or expense directly or indirectly caused by or arising from the use of any weapon of war or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 3.11. loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

DURATION

Transit Clause

- 4. 4.1. Subject to Clause 7 below, this insurance attaches from the time the insured item is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit, and terminates either
 - 4.1.1. on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,
 - 4.1.2. on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Insured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
 - 4.1.3. when the Insured or their employees elect to use any carrying vehicle or other conveyance or any container for warehousing other than in the ordinary course of transit or
 - 4.1.4. on the expiry of 30 days after completion of unloading of the insured item from the aircraft at the final place of discharge, whichever shall first occur.
- 4.2. If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the insured item is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 4.1.1 to 4.1.4, shall not extend beyond the time the insured item is first moved for the purpose of the commencement of transit to such other destination.
- 4.3. This insurance shall remain in force (subject to termination as provided for in Clauses 4.1.1 to 4.1.4 above and to the provisions of Clause 5 below) during delay beyond the control of the Insured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air hauliers under the contract of carriage.

Termination of Contract of Carriage

- 5. If owing to circumstances beyond the control of the Insured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the insured item as provided for in Clause 4 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of coverage is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
 - 5.1. until the insured item is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the insured item at such place, whichever shall first occur, or
 - 5.2. if the insured item is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 4 above.

Change of Transit

- 6. 6.1. Where, after attachment of this insurance, the destination is changed by the Insured, this must be notified promptly to Insurers for premiums and terms to be agreed. Should a claim occur prior to such contract being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 6.2. Where the insured item commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Insured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest Clause

- 7. 7.1. In order to recover under this insurance, the Insured must have an insurable interest in the insured item at the time of the claim.
- 7.2. Subject to Clause 7.1 above, the Insured shall be entitled to recover for insured claim occurring during the period covered by this insurance, notwithstanding that the claim occurred before the contract of insurance was concluded, unless the Insured was aware of the claim and the Insurers were not.

Increased Value

8. 8.1. If any Increased Value insurance is effected by the Insured on the insured item under this insurance the agreed value of the insured item shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the claim, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.

8.2. Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the insured item shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the claim and effected on the insured item by the Insured, and compensation under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFITS FROM INSURANCE

9. This insurance

9.1. covers the Insured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

9.2. shall not extend to or otherwise benefit the haulier or other bailee.

MINIMISING LOSSES

Duty of Insured

10. It is the duty of the Insured and their employees and agents in respect of claim recoverable hereunder

10.1. to take such measures as may be reasonable for the purpose of averting or minimising such claim, and

10.2. to ensure that all rights against hauliers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any claim recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

11. Measures taken by the Insured or the Insurers with the object of saving, protecting or recovering the insured item shall not be considered as a waiver or acceptance of abandonment or otherwise breach the rights of either party.

AVOIDANCE OF DELAY

12. It is a condition of this insurance that the Insured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

13. This insurance is subject to English law and practice.

NOTE: Where a continuation of coverage is requested under Clause 5, or a change of destination is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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CL389

01/01/2009

Termination of Transit Clause (Terrorism) JC2009/056

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers damage of or claim to the insured item caused by any terrorist or any person acting from a political motive, such cover is conditional upon the insured item being in the ordinary course of transit and, in any event, SHALL TERMINATE: either

1.1. as per the transit clauses contained within the Policy,

or

- 1.2. on delivery to the consignee's or other final storage facility or warehousing location at the destination named herein,
 - 1.3. on delivery to any other storage facility or warehousing location, whether prior to or at the destination named herein, which the Insured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,
 - 1.4. when the Insured or its employees decide to use for transit any vehicle or other conveyance or container other than in the ordinary course of carriage,
- or
- 1.5. in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,
 - 1.6. in respect of air transits, on the expiry of 30 days after unloading the insured item from the aircraft at the final place of discharge, whichever shall first occur.
2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from warehousing, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with item 1 of this clause.

JC2009/056
01/01/2009

Institute War Clauses (Cargo) 1/1/09

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the insured item caused by
 - 1.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 1.2. capture seizure arrest restraint or detention, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
 - 1.3. derelict mines torpedoes bombs or other derelict weapons of war.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of claim from a risk covered under these Clauses.

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1. loss damage or expense attributable to wilful misconduct of the Insured
 - 3.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the insured item
 - 3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the insured item to withstand the ordinary events of the Insured transit where such packing or preparation is carried out by the Insured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 3.4. loss damage or expense caused by inherent vice or nature of the insured item
 - 3.5. loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above).
 - 3.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the insured item on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the insured item in good faith under a binding contract.
 - 3.7. any claim based upon loss of or frustration of the transit or adventure
 - 3.8. loss damage or expense directly or indirectly caused by or arising from the use of any weapon of war or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

4. 4.1. In no case shall this insurance cover loss damage or expense arising from
 - 4.1.1. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the insured item, where the Insured are privy to such unseaworthiness or unfitness, at the time the insured item is loaded therein
 - 4.1.2. unfitness of container or conveyance for the safe carriage of the insured item, where loading therein or thereon is carried out before the insurance period starts, or by the Insured or their employees and they are privy to such unfitness at the time of loading.
- 4.2. Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the insured item in good faith under a binding contract.
- 4.3. The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the insured item to destination.

DURATION

Transit Clause

5. 5.1. This insurance
 - 5.1.1. attaches only as the insured item and as to any part as that part is loaded on an oversea vessel, and
 - 5.1.2. ends, subject to 5.2 and 5.3 below, either upon the insured item being discharged, and, as to any part, upon that part being discharged from an oversea vessel at the final (or substitute) port or place of discharge,
 - or
 - on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur; nevertheless, subject to prompt notice to the Insurers and to an additional premium, such insurance
 - 5.1.3. reattaches when, without having discharged the insured item at the final port or place of discharge, the vessel sails therefrom, and
 - 5.1.4. terminates, subject to 5.2 and 5.3 below, either upon the insured item being discharged, and, as to any part, upon that part being discharged from an oversea vessel at the final (or substitute) port or place of discharge,
 - or
 - on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.
- 5.2. If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the insured item for on-carriage by oversea vessel or by aircraft, or the insured item is discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the insured item and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the insured item and as to any part as that part is at such port or place. If the insured item is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2
 - 5.2.1. where the on-carriage is by oversea vessel this insurance continues subject to the terms of these Clauses,
 - or
 - 5.2.2. where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sending by Post) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by air.
- 5.3. If the voyage in the contract of affreightment is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge, and this insurance terminates in accordance with 5.1.2. If the insured item is subsequently reshipped to the original or any other destination, then provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium, this insurance reattaches:
 - 5.3.1. in the case of the insured item having been discharged, as the insured item and as to any part as that part is loaded on the on-carrying vessel for the voyage;
 - 5.3.2. in the case of the insured item not having been discharged, when the vessel sails from such deemed final port of discharge;
 thereafter this insurance terminates in accordance with 5.1.4.

- 5.4. The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the insured item or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Insurers.
- 5.5. Subject to prompt notice to Insurers, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to hauliers under the contract of carriage.

(For the purpose of Clause 5 "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge "oversea vessel" shall be deemed to mean a vessel carrying the insured item from one port or place to another where such voyage involves a sea passage by that vessel).

Change of Voyage

6. 6.1. Where, after attachment of this insurance, the destination is changed by the Insured, this must be notified promptly to Insurers for premiums and terms to be agreed. Should a claim occur prior to such contract being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 6.2. Where the insured item commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Insured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.
7. Anything contained in this contract, which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.

CLAIMS

Insurable Interest Clause

8. 8.1. In order to recover under this insurance, the Insured must have an insurable interest in the insured item at the time of the claim.
- 8.2. Subject to Clause 8.1 above, the Insured shall be entitled to recover for insured claim occurring during the period covered by this insurance, notwithstanding that the claim occurred before the contract of insurance was concluded, unless the Insured was aware of the claim and the Insurers were not.

Increased Value

9. 9.1. If any Increased Value insurance is effected by the Insured on the insured item under this insurance the agreed value of the insured item shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the claim, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 9.2. Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the insured item shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the claim and effected on the insured item by the Insured, and compensation under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFITS FROM INSURANCE

10. This insurance
- 10.1. covers the Insured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 10.2. shall not extend to or otherwise benefit the haulier or other bailee.

MINIMISING LOSSES

Duty of Insured

11. It is the duty of the Insured and their employees and agents in respect of claim recoverable hereunder
- 11.1. to take such measures as may be reasonable for the purpose of averting or minimising such claim, and
- 11.2. to ensure that all rights against hauliers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any claim recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

12. Measures taken by the Insured or the Insurers with the object of saving, protecting or recovering the insured item shall not be considered as a waiver or acceptance of abandonment or otherwise breach the rights of either party.

AVOIDANCE OF DELAY

13. It is a condition of this insurance that the Insured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

14. This insurance is subject to English law and practice.

NOTE: Where a reattachment of cover is requested under Clause 5, or a change of destination is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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CL385

01/01/2009

Institute War Clauses (Air Cargo) (excluding sending by Post) 1/1/09

RISKS COVERED**Risks**

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the insured item caused by
 - 1.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 1.2. capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
 - 1.3. derelict mines torpedoes bombs or other derelict weapons of war.

Salvage Charges

2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of claim from any cause except those excluded in Clause 3 below.

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1. loss damage or expense attributable to wilful misconduct of the Insured,
 - 3.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the insured item
 - 3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the insured item to withstand the ordinary events of the Insured transit where such packing or preparation is carried out by the Insured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors),
 - 3.4. loss damage or expense caused by inherent vice or nature of the insured item
 - 3.5. loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the insured item, where loading therein or thereon is carried out prior to attachment of this insurance or by the insured or their employees and they are privy to such unfitness at the time of loading.
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the insured item in good faith under a binding contract,
 - 3.6. loss damage or expense caused by delay, even though the delay be caused by a risk insured against,
 - 3.7. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the insured item on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the insured item in good faith under a binding contract.

- 3.8. any claim based upon loss of or frustration of the transit or adventure
- 3.9. loss damage or expense directly or indirectly caused by or arising from the use of any weapon of war or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

DURATION

Transit Clause

- 4. 4.1. This insurance
 - 4.1.1. attaches only as the insured item and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured
 - 4.1.2. terminates, subject to 4.2 and 4.3 below, either as the insured item and as to any part as that part is discharged from the aircraft at the final place of discharge
or
on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge, whichever shall first occur; nevertheless, subject to prompt notice to the Insurers and against payment of an additional premium, such insurance
 - 4.1.3. reattaches when, without having discharged the insured item at the final place of discharge, the aircraft departs therefrom, and
 - 4.1.4. terminates, subject to 4.2 and 4.3 below, either as the insured item and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge,
or
on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge, whichever shall first occur.
- 4.2. If during the insured transit the aircraft arrives at an intermediate place to discharge the insured item for on-carriage by aircraft or oversea vessel, then, subject to 4.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the insured item and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel. During the period of 15 days the insurance remains in force after discharge only whilst the insured item and as to any part as that part is at such intermediate place. If the insured item is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 4.2
 - 4.2.1. where the on-carriage is by aircraft this insurance continues subject to the terms of these Clauses, or
 - 4.2.2. where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by sea.
- 4.3. If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and this insurance terminates in accordance with Clause 4.1.2. If the insured item is subsequently consigned to the original or any other destination, then, provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium, this insurance reattaches:
 - 4.3.1. in the case of the insured item having been discharged, as the insured item and as to any part as that part is loaded on the on-carrying aircraft for the transit;
 - 4.3.2. in the case of the insured item not having been discharged, when the aircraft departs from such deemed final place of discharge; thereafter this insurance terminates in accordance with 4.1.4.
- 4.4. Subject to prompt notice to Insurers, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air hauliers under the contract of carriage.
(For the purpose of Clause 4 "oversea vessel" shall be deemed to mean a vessel carrying the insured item from one port or place to another where such voyage involves a sea passage by that vessel)

Change of Transit

- 5. 5.1. Where, after attachment of this insurance, the destination is changed by the Insured, this must be notified promptly to Insurers for premiums and terms to be agreed. Should a claim occur prior to such contract being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 5.2. Where the insured item commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Insured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.
- 6. Anything contained in this contract, which is inconsistent with Clauses 3.8, 3.9 or 4 shall, to the extent of such inconsistency, be null and void.

CLAIMS

Insurable Interest Clause

7. 7.1. In order to recover under this insurance, the Insured must have an insurable interest in the insured item at the time of the claim.
- 7.2. Subject to Clause 7.1 above, the Insured shall be entitled to recover for insured claim occurring during the period covered by this insurance, notwithstanding that the claim occurred before the contract of insurance was concluded, unless the Insured was aware of the claim and the Insurers were not.

Increased Value

8. 8.1. If any Increased Value insurance is effected by the Insured on the insured item under this insurance the agreed value of the insured item shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the claim, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 8.2. Where this insurance is on Increased Value the following clause shall apply:
If any Increased Value insurance is effected by the Insured on the insured item under this insurance the agreed value of the insured item shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the claim, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the Insured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFITS FROM INSURANCE

9. This insurance
 - 9.1. covers the Insured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
 - 9.2. shall not extend to or otherwise benefit the haulier or other bailee.

MINIMISING LOSSES

Duty of Insured

10. It is the duty of the Insured and their employees and agents in respect of claim recoverable hereunder
 - 10.1. to take such measures as may be reasonable for the purpose of averting or minimising such claim, and
 - 10.2. to ensure that all rights against hauliers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any claim recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

11. Measures taken by the Insured or the Insurers with the object of saving, protecting or recovering the insured item shall not be considered as a waiver or acceptance of abandonment or otherwise breach the rights of either party.

AVOIDANCE OF DELAY

12. It is a condition of this insurance that the Insured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

13. This insurance is subject to English law and practice.

NOTE: where a reattachment of cover is requested under Clause 4, or a change of destination is notified under Clause 5, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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CL388

01/01/2009

Institute Classification Clause 1/1/01

Qualifying Vessels

1. This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargo and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:
 - 1.1. a member or associate member of the International Association of Classification Societies (IACS*), or
 - 1.2. A Domestic Classification Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to the insurer for rates and conditions to be agreed. Should a claim occur prior to such contract being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.

Age limitation

2. Cargoes and/or interests carried by vessels classed as above which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed.

Bulk or combination carriers over 10 years of age or other vessels over 15 years of age, unless they

 - 2.1. have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or
 - 2.2. were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

Craft clause

3. The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area.

Domestic Classification Society

4. A Domestic Classification Society is a classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

Prompt notice

5. where this insurance requires the insured to give prompt notice to the insurer, the right to cover is dependent upon compliance with that obligation.

Law and practice

6. This insurance is subject to English law and practice.

* For a current list of International Association of Classification Societies (IACS) Members and Associate Members please refer to the IACS website at: www.iacs.org.uk

1/1/01

CL354-2001

Cargo ISM Endorsement JC 98/019

Applicable to shipments on board Ro-Ro passenger ferries. Applicable with effect from 1 July 1998 to shipments on board:

- 1) passenger vessels carrying more than 12 passengers and
- 2) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 tons or more.

Applicable with effect from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 tons or more.

In no case shall this insurance cover loss, damage or expense where the insured item is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the insured item on board the vessel, the policyholder was aware, or in the ordinary course of business should have been aware:

- a) either that such vessel was not certified in accordance with the ISM Code.
- b) or that a current Document of Compliance was not held by her owners or operators, pursuant to the requirements posed by the amendment to the 1974 SOLAS Convention.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the insured item in good faith under a binding contract.

JC 98/019
01/05/1998

Institute Theft, Pilferage and Non-Delivery Clause 1/12/82

In consideration of an additional premium, it is hereby agreed that this insurance covers loss of or damage to the insured item caused by theft or pilferage, or by non-delivery of an entire package, subject always to the exclusions contained in this insurance.

1/12/82
CL272

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Institute Malicious Damage Clause 1/8/82

In consideration of an additional premium, it is hereby agreed that the exclusion “malicious damage to or deliberate destruction of the insured item or any part thereof by the wrongful act of any person or persons” is deemed to be deleted and further that this insurance covers loss of or damage to the insured item caused by malicious acts vandalism or sabotage, subject always to the other exclusions contained in this insurance.

1/8/82
CL266

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Nature Clause

Subject to the remaining provisions of Institute Cargo Clauses (C) 1/1/09, the scope of insurance coverage shall be extended to include the risk of lightning, hurricane, flood, precipitation, landslides, avalanches and earthquakes.

Robbery Clause

Subject to the other provisions (Institute Cargo Clauses (C) 1/1/09), the offered scope of insurance coverage shall be extended to cover the risk of robbery, understood as seizure of property by immediate use of physical violence against a person or after making them unconscious or defenceless, or a threat thereof.

Statement of the Personal Data Controller

Who is your personal data controller

We, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A., are the controller of your personal data.

You can contact us:

1. in writing – by letter to the following address: ul. Hestii 1, 81-731 Sopot;
2. by phone – by calling at: 801 107 107 or 58 555 55 55.

Who is the Data Protection Officer

We have appointed a Data Protection Officer to assist us in our responsibilities regarding the protection of personal data.

You may contact them in all matters relating to the processing of personal data and the exercise of the rights vested in you in this regard:

1. in writing – by letter to the following address: ul. Hestii 1, 81-731 Sopot;
2. electronically – to the following e-mail address: iod@ergohestia.pl;
3. by using the contact form available in the Personal Data Protection section at www.ergohestia.pl

For what purposes do we process personal data

PURPOSES OF DATA PROCESSING	ADDITIONAL INFORMATION
assessment of insurance risk in order to present an insurance offer and to conclude a contract	in order to determine the amount of the insurance premium, we use profiling. In connection with the automated decision-making, you have the right to receive relevant explanations as to the grounds for the decision, to contest it, to express your own position or to obtain human intervention (i.e. data analysis and a decision made by a human being). We shall make any and all decisions related to profiling on the basis of data collected during the process of concluding the insurance contract, and, in the case of motor insurance, also on the basis of information obtained through: Central Registration and Information on Business. The data obtained are adequate for the assessment of a given risk.
verification and ensuring correctness of identification data	data of natural persons conducting a sole entrepreneurship in the scope of: Tax ID No (NIP), Statistical ID No (REGON), Polish Classification of Activity (PKD), registered address of the registered office, form of business activity and start date thereof are obtained from the Central Statistical Office
risk reinsurance	we reduce the insurance risk associated with concluding the insurance contract and providing insurance coverage
performance of the insurance contract, including claim adjustment	in order to establish the liquidation path, we use profiling based on data collected during claim reporting and data contained in our databases. For example, more claims in the insurance history may translate into a higher insurance risk and, consequently, a higher insurance premium. If a claim is reported, profiling is used in order to determine an adjustment course. Decisions on the selection of an adjustment course will be taken on the basis of data collected during the claim reporting process and the claim data contained in the personal data controller's databases. For example, if no claim was reported under a given policy in the last year, it is likely that the claim will be adjusted in a simplified manner and therefore without the need for inspection to be conducted by a representative of ERGO Hestia;
pursuing of claims	in a situation of dispute between us, we may be forced to pursue our claims or decide to transfer the receivables to another entity.
direct marketing of own products and services	we perform analytics using your data to enable us to communicate with you and use profiling, including creating marketing profiles
counteracting insurance crimes	where necessary to prevent fraud and the use of our business for criminal purposes
handling complaints, requests and inquiries	we process complaints and appeals about our services, as well as requests and enquiries made to us

fulfilment of responsibilities arising from the law	inter alia, in relation to sanctions introduced under the relevant regulations of the United Nations, the European Union or the United States of America
customer service via hotline	Your personal data may be processed in the form of a recording of a conversation
analytics and statistics	as part of our insurance business, we conduct our own analysis and statistics
objectives expressed in accordance	if you consent, we will process your personal data for the purposes expressed in consent (other than those mentioned above)

What is the legal basis for the processing of your personal data

1. **the necessity to conclude and perform the insurance contract**, to provide insurance coverage and to perform the contract;
2. **legitimate interests of the data controller** which include, inter alia, direct marketing of own services, pursuit of claims, counteracting and prosecution of crimes committed to the detriment of the insurance company, reduction of the insurance risk associated with the conclusion of an insurance contract, counteracting insurance-related crime, analytics and statistics;
3. **compliance with the legal responsibilities of the data controller** (resulting from the provisions of domestic and international law, including the law of the European Union) – includes processing on the basis of provisions on accounting, as well as handling complaints related to reporting to public authorities, including supervisory authorities and other entities to which we are obliged to report;
4. **a legitimate interest of a third party**, i.e. the parent company in the MunichRe capital group (to which we belong) as an entity directly obliged to apply sanctions of the United States of America and to ensure that they are complied with by the affiliates;
5. **consent** – if voluntarily given.

To which consignees will your personal data be transferred

Your personal data may be transferred to:

- personal data processors, at our request, among others, IT service providers (including, without limitation, cloud computing service providers), insurance agents, entities which carry out liquidation proceedings or provide archiving services to us. They process the data on the basis of a contract concluded with us and only in accordance with our instructions,
- data processors for the purpose of debt collection,
- reinsurance companies,
- other insurance undertakings, if separate consent is granted,
- other entities, if separate consent is granted,
- to other controllers if we have a legitimate interest.

If you agree, we will be able to transfer your data to other insurance undertakings – in order to assess the insurance risk and to entities from the ERGO Hestia capital group – for the purposes of direct marketing of their products and services.

Can we transfer your personal data outside the EEA and on what terms?

Your personal data may be transferred to entities whose registered office is outside the European Economic Area, if necessary for the performance of the insurance contract. The transfer will be carried out with an adequate level of data protection. You may request further information on how to obtain a copy of the security features or where they are made available.

What are your rights related to personal data processing

1. **right to withdraw your consent** – if you withdraw your consent to the processing of your data, without prejudice to the legality of the actions taken before its withdrawal;
2. **The right of access to your personal data** (information on processed data, copies of data) and the right to request their rectification (correction), erasure or restriction of their processing;
3. **right to object to the processing of personal data** – you may object to the processing of your personal data – insofar as these personal data are processed on the basis of the controller's legitimate interests, in particular if we process them for the purposes of direct marketing (including profiling);

4. **the right to data portability** – you may receive your personal data from us in a structured, commonly used machine-readable format, and the right to transfer such data to another controller;
5. **the right to lodge a complaint with the supervisory authority** responsible for the protection of personal data;
6. **right to obtain relevant explanations** as to the grounds for the decision made automatically – if we use profiling, i.e. we make automated decisions, you have the right to receive relevant explanations as to the grounds for making such a decision; you may contest such a decision and express your own position or request the intervention of a human person who will re-examine the data and take a decision.

If you wish to exercise these rights, please contact us.

For how long your personal data will be stored

If an insurance contract has been concluded (insurance coverage has been provided), we will store personal data until claims under the insurance contract become time-barred or until the expiry of the statutory obligation to store the data, in particular the obligation to retain accounting documents concerning the insurance contract.

If no insurance contract has been concluded (no insurance coverage has been provided), we will store personal data until any claims in this regard become time barred.

If we obtain relevant consent, personal data will be used for the purposes specified in the consent (e.g. for marketing purposes) until its withdrawal.

Data will be processed for analytical and statistical purposes for a period of 12 years from the date of the insurance contract termination.

Information about the requirement to provide data

The provision of personal data in connection with the concluded contract is necessary for the conclusion and performance of the insurance contract and for the assessment of the insurance risk – without providing personal data, it is not possible to conclude the insurance contract, present an offer, and conduct adjustment proceedings.

If the provision of personal data is necessary to handle a complaint – if they are not provided, we will not be able to handle the complaint.

The provision of personal data for marketing purposes is voluntary.

Statement by the Personal Data Controller for the Insured

Who is your personal data controller

We, Sopockie Towarzystwo Ubezpieczeń ERGO Hestia S.A., are the controller of your personal data.

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2. electronically – to the following e-mail address: iod@ergohestia.pl;
3. by using the contact form available in the Personal Data Protection section at www.ergohestia.pl

For what purposes do we process personal data

PURPOSES OF DATA PROCESSING	ADDITIONAL INFORMATION
assessment of insurance risk in order to present an insurance offer and to conclude a contract	in order to determine the amount of the insurance premium, we use profiling. In connection with the automated decision-making, you have the right to receive relevant explanations as to the grounds for the decision, to contest it, to express your own position or to obtain human intervention (i.e. data analysis and a decision made by a human being). We shall make any and all decisions related to profiling on the basis of data collected during the process of concluding the insurance contract, and, in the case of motor insurance, also on the basis of information obtained through: Central Registration and Information on Business. The data obtained are adequate for the assessment of a given risk.
verification and ensuring correctness of identification data	data of natural persons conducting a sole entrepreneurship in the scope of: Tax ID No (NIP), Statistical ID No (REGON), Polish Classification of Activity (PKD), registered address of the registered office, form of business activity and start date thereof are obtained from the Central Statistical Office
risk reinsurance	we reduce the insurance risk associated with concluding the insurance contract and providing insurance coverage
performance of the insurance contract, including claim adjustment	in order to establish the liquidation path, we use profiling based on data collected during claim reporting and data contained in our databases. For example, more claims in the insurance history may translate into a higher insurance risk and, consequently, a higher insurance premium. If a claim is reported, profiling is used in order to determine an adjustment course. Decisions on the selection of an adjustment course will be taken on the basis of data collected during the claim reporting process and the claim data contained in the personal data controller's databases. For example, if no claim was reported under a given policy in the last year, it is likely that the claim will be adjusted in a simplified manner and therefore without the need for inspection to be conducted by a representative of ERGO Hestia;
pursuing of claims	in a situation of dispute between us, we may be forced to pursue our claims or decide to transfer the receivables to another entity.
direct marketing of own products and services	we perform analytics using your data to enable us to communicate with you and use profiling, including creating marketing profiles
counteracting insurance crimes	where necessary to prevent fraud and the use of our business for criminal purposes
handling complaints, requests and inquiries	we process complaints and appeals about our services, as well as requests and enquiries made to us

fulfilment of responsibilities arising from the law	inter alia, in relation to sanctions introduced under the relevant regulations of the United Nations, the European Union or the United States of America
customer service via hotline	Your personal data may be processed in the form of a recording of a conversation
analytics and statistics	as part of our insurance business, we conduct our own analysis and statistics
objectives expressed in accordance	if you consent, we will process your personal data for the purposes expressed in consent (other than those mentioned above)

Who have we collected your personal data from

In order to conclude an insurance contract for your benefit, we may obtain the following personal data from the Policyholder: first and last name, Personal ID No (PESEL), address of residence, e-mail address and telephone number.

What is the legal basis for the processing of your personal data

1. **the necessity to conclude and perform the insurance contract**, to provide insurance coverage and to perform the contract;
2. **legitimate interests of the data controller** which include, inter alia, direct marketing of own services, pursuit of claims, counteracting and prosecution of crimes committed to the detriment of the insurance company, reduction of the insurance risk associated with the conclusion of an insurance contract, counteracting insurance-related crime, analytics and statistics;
3. **compliance with the legal responsibilities of the data controller** (resulting from the provisions of domestic and international law, including the law of the European Union) – includes processing on the basis of provisions on accounting, as well as handling complaints related to reporting to public authorities, including supervisory authorities and other entities to which we are obliged to report;
4. **a legitimate interest of a third party**, i.e. the parent company in the MunichRe capital group (to which we belong) as an entity directly obliged to apply sanctions of the United States of America and to ensure that they are complied with by the affiliates;
5. **consent** – if voluntarily given.

To which consignees will your personal data be transferred

Your personal data may be transferred to:

- personal data processors, at our request, among others, IT service providers (including, without limitation, cloud computing service providers), insurance agents, entities which carry out liquidation proceedings or provide archiving services to us. They process the data on the basis of a contract concluded with us and only in accordance with our instructions,
- data processors for the purpose of debt collection,
- reinsurance companies,
- other insurance undertakings, if separate consent is granted,
- other entities, if separate consent is granted,
- to other controllers if we have a legitimate interest.

If you agree, we will be able to transfer your data to other insurance undertakings – in order to assess the insurance risk and to entities from the ERGO Hestia capital group – for the purposes of direct marketing of their products and services.

Can we transfer your personal data outside the EEA and on what terms?

Your personal data may be transferred to entities whose registered office is outside the European Economic Area, if necessary for the performance of the insurance contract. The transfer will be carried out with an adequate level of data protection. You may request further information on how to obtain a copy of the security features or where they are made available.

What are your rights related to personal data processing

1. **right to withdraw your consent** – if you withdraw your consent to the processing of your data, without prejudice to the legality of the actions taken before its withdrawal;
2. **The right of access to your personal data** (information on processed data, copies of data) and the right to request their rectification (correction), erasure or restriction of their processing;

3. **right to object to the processing of personal data** – you may object to the processing of your personal data – insofar as these personal data are processed on the basis of the controller's legitimate interests, in particular if we process them for the purposes of direct marketing (including profiling);
4. **the right to data portability** – you may receive your personal data from us in a structured, commonly used machine-readable format, and the right to transfer such data to another controller;
5. **the right to lodge a complaint with the supervisory authority** responsible for the protection of personal data;
6. **right to obtain relevant explanations** as to the grounds for the decision made automatically – if we use profiling, i.e. we make automated decisions, you have the right to receive relevant explanations as to the grounds for making such a decision; you may contest such a decision and express your own position or request the intervention of a human person who will re-examine the data and take a decision.

If you wish to exercise these rights, please contact us.

For how long your personal data will be stored

If an insurance contract has been concluded (insurance coverage has been provided), we will store personal data until claims under the insurance contract become time-barred or until the expiry of the statutory obligation to store the data, in particular the obligation to retain accounting documents concerning the insurance contract.

If no insurance contract has been concluded (no insurance coverage has been provided), we will store personal data until any claims in this regard become time barred.

If we obtain relevant consent, personal data will be used for the purposes specified in the consent (e.g. for marketing purposes) until its withdrawal.

Data will be processed for analytical and statistical purposes for a period of 12 years from the date of the insurance contract termination.

Information about the requirement to provide data

The provision of personal data in connection with the concluded contract is necessary for the conclusion and performance of the insurance contract and for the assessment of the insurance risk – without providing personal data, it is not possible to conclude the insurance contract, present an offer, and conduct adjustment proceedings.

If the provision of personal data is necessary to handle a complaint – if they are not provided, we will not be able to handle the complaint.

The provision of personal data for marketing purposes is voluntary.