

General Terms and Conditions of Cargo Insurance in Transport

Information on the provisions of the general terms and conditions of insurance referred to in Art. 17 of the Act of September 11, 2015 on insurance and reinsurance activities.	
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Conditions for compensation payment and other benefits or the insurance surrender value	§3 §6 §13 p. 3
Limitations and exclusions of liability of the insurance company entitling it to refuse the compensation and other benefits payment or to reduce them	§3 p. 2 §7

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General provisions

§ 1

These general terms and conditions of insurance (hereinafter referred to as the GTC) apply to contracts for insurance of cargo in transport concluded by Towarzystwo Ubezpieczeń i Reasekuracji WARTA Spółka Akcyjna, hereinafter referred to as Warta, with individuals and legal persons and organizational units, hereinafter referred to as the Policyholder.

Definitions

§ 2

1. The terms used in these GTC should be understood in the following way:
 - 1) **Terrorist Act** – the use of violence to achieve political or social goals, directed against society with the intention of intimidating it;
 - 2) **Collective Accident** – extraordinary sacrifices or expenses made deliberately and reasonably to rescue the ship, its cargo and freight from a common danger;
 - 3) **Devastation** – the deliberate destruction or damage of cargo by third parties;
 - 4) **Deductible** – the amount or percentage of loss specified in the insurance contract, by which the amount of due compensation is decreased each time; if the amount of the due compensation does not exceed the amount of the established deductible, Warta is not obliged to pay the compensation;
 - 5) **Itinerant Trade** – the sale of goods transported from place to place, carried out from the means of transport;
 - 6) **Institutional Clauses** – a set of insurance conditions developed by an institute of London insurers used in the insurance of cargo in transport;
 - 7) **Theft** – the seizure of cargo by the perpetrator for the purpose of appropriation;
 - 8) **Burglary** – taking the cargo by the perpetrator for appropriation from a closed means of transport/premises after removing the security with the use of force or tools, or after opening the security with a counterfeit key, or taking the cargo from the means of transport/premises in which the perpetrator hid before closing it;
 - 9) **Burglary with the simultaneous seizure of the means of transport** – taking of cargo by the perpetrator for the purpose of appropriation by breaking into the means of transport with the simultaneous seizure of the means of transport or its temporary appropriation;
 - 10) **Transport Turnover** – value of goods transported at the Policyholder's risk over a specified period of time. This value is provided by the Policyholder on the basis of the supplier's invoices or internal evidence, and in their absence, based on the actual purchase or production costs;
 - 11) **Guarded Parking** – a separate area, guarded around the clock, illuminated at night, equipped with devices blocking the entry and exit, preventing the entry and exit of the vehicle/ship without the permission of the parking supervisor;
 - 12) **Entrepreneur** – an individual, legal person and an organizational unit that is not a legal person, to which the law grants legal capacity, conducting business or professional activity on their own behalf;

- 13) **Shipment** – cargo which is the subject of transport carried out on the basis of a single contract of carriage or on the basis of one invoice or other document accompanying the cargo during transport;
- 14) **Professional Carrier** – an individual, a legal person and an organizational unit without legal personality, authorized and running on the basis of legal provisions permanent and profitable transport activity;
- 15) **Robbery** – the seizure of a cargo by the perpetrator for the purpose of appropriation (including the simultaneous seizure of a means of transport) with the use of physical violence against the person carrying out the transport/taking care of the insured cargo or the threat of its immediate use, or by making the person unconscious or vulnerable;
- 16) **Unloading** – all activities performed immediately after the end of transport at the place of destination, aimed at removing the load from the means of transport, including the activities of moving the load from the immediate vicinity of the means of transport to the warehouse, other room or place of storage;
- 17) **Political Risk** – the risk of loss, partial loss or damage to the insured cargo during its transport as a result of:
 - a) strike risks, which are understood as strikes, lockouts, riots or social unrest, terrorist acts or actions of persons acting for political, ideological or religious reasons and/or
 - b) risks of war, which are understood as: military operations, state of emergency, martial law, revolution, rebellion, uprising, abandoned mines, torpedoes, bombs or other abandoned weapons of war;
- 18) **Transport Risk** – the risk of material damage as a result of loss, partial loss or damage to cargo during the transport covered by insurance;
- 19) **Domestic Transport** – transport which begins and ends on the territory of the Republic of Poland;
- 20) **International Transport** – transport of which the beginning and/or end take place on the territory of different countries;
- 21) **Sea Transport** – a means of transportation which fully or partially takes place in the sea, on the basis of a sea bill of lading or other sea waybill;
- 22) **Transport other than sea** – transport by rail, car, plane, inland waterway transport means and sea ferry (provided that the transport by sea ferry is not made on the basis of a sea bill of lading);
- 23) **Private Transport** – transport other than professional;
- 24) **Professional Transport** – transport performed by a professional carrier on the basis of a concluded transport contract, confirmed by issuing a consignment note or other transport document;
- 25) **Monetary Values** – domestic and foreign currency, checks, bills, other securities, gold, silver, precious stones and pearls, as well as platinum and other platinum group metals;
- 26) **Accident of a means of transport** – an event involving a sudden action of a mechanical force when the vehicle comes into contact with people, objects, animals, as well as overturning, derailling, falling, sinking of a means of transport, stranding or throwing ashore;
- 27) **Loading** – all activities performed immediately before the start of transport at the place of shipment, aimed at placing the cargo prepared for transport on or inside the means of transport, including the activities of delivering the cargo from the warehouse, other room or storage place in the immediate vicinity of the means of transport;
- 28) **Random events:**
 - a) **torrential rain** – rainfall with a coefficient of at least 4. The occurrence of rain with the given parameter must be confirmed by a meteorological facility; if it is not possible to

obtain such confirmation, the actual state and extent of the damage is assumed at the place where it occurs or in the vicinity;

- b) **hail** – precipitation in the form of ice particles;
- c) **hurricane** – wind speed not less than 17.5 m/s. The wind speed must be confirmed by a meteorological facility; if such confirmation is not possible to obtain, the actual state and extent of the damage is assumed at the place where it occurs or in the vicinity;
- d) **avalanche** – rapid sliding or rolling of masses of snow, ice, mud, rocks or stones from mountain slopes;
- e) **landslides** – movements on slopes not caused by human activity,
- f) **flood** – flooding of an area as a result of a rise in the water level in flowing or standing water channels as a result of: excessive precipitation, runoff of water on slopes or mountain slopes or undulating areas, melting of ice floes, formation of ice jams, damage to the shoreline of artificial lakes or canals, a storm causing a rise in the level of coastal marine waters;
- g) **fire** – a fire that has passed outside the hearth or was created without a hearth and is able to expand by its own strength;
- h) **earthquake** – disturbances of the balance system in the interior of the earth not caused by human activity, accompanied by shaking and vibrations of the ground;
- i) **lightning strike** – a sudden electric discharge in the atmosphere acting directly on the means of transport or the insured load;
- j) **fall of an item on a means of transport** – fall of any item not belonging to the Policyholder and not under its control, falling from a height onto the means of transport;
- k) **explosion** – a rapid change in the equilibrium state of the system with the simultaneous release of gases, vapors, dusts or liquids, caused by their propagation property; an implosion involving damage to a container or a vacuum apparatus with external pressure is also considered an explosion;
- l) **collapse of the ground** – the lowering of the terrain due to the collapse of underground voids created by natural means, and not as a result of any human activity.

Object of Insurance

§ 3

1. The object of the insurance is the load specified in the insurance contract during domestic and international transport, by means of road, rail, air, sea and inland waterway transport.
2. Warta does not provide insurance coverage for the following types of cargo:
 - 1) cash values, excise duty bands, credit and payment cards;
 - 2) files, documentation, samples and prototypes;
 - 3) items intended for sale as a part of door-to-door trade;
 - 4) damaged or incomplete items;
 - 5) items transported within one real estate, that is:
 - from the premises to the premises located in the same building;
 - from a building to a building located within the same land (property).

Conclusion of an Insurance Contract

§ 4

1. Transport loads can be insured on the basis of:

- 1) unit insurance contracts when the insurance covers one shipment,
 - 2) general insurance contracts when the insurance covers loads transported at the risk of the Policyholder over a specified period of time.
2. Warta confirms the conclusion of the insurance contract with the insurance document after receiving the completed application from the Policyholder, containing all the data necessary to conclude the insurance contract.
3. The insurance application should contain the following information:
- 1) for unit insurance contracts:
 - a) name, surname and address/name of the headquarters or company of the Policyholder;
 - b) type of cargo declared for insurance, stating whether the cargo is new or used;
 - c) number of pieces, net and gross weight, type and number of packages;
 - d) sum insured;
 - e) type of means of transport used for cargo;
 - f) whether transportation will be performed by private or professional transport;
 - g) precise identification of the means of transport: registration numbers of the vehicle, semi-trailer, trailer, number of the wagon, voyage (flight), barges, name and age of the vessel, voyage number;
 - h) itinerary (place of origin, destination);
 - i) scope of insurance;
 - j) the date of commencement of transport,
 - 2) for general insurance contracts:
 - a) name, surname and address/name of the headquarters or company of the Policyholder;
 - b) types of cargo planned to be transported during the insurance period, stating whether the cargo is new or used;
 - c) the maximum value of loads carried on one means of transport;
 - d) the volume of transport turnover planned during the insurance period;
 - e) the type of transport that the loads will be transported with;
 - f) determining whether the transport will be carried out by private or professional transport;
 - g) territorial scope of the transport (place/countries of origin – place/countries of destination);
 - h) scope of insurance;
 - i) insurance period.
4. The Policyholder is obliged to provide Warta with answers to all questions included in the application form or addressed to them in a different form, and to provide all the circumstances known to them, about which Warta asked in the application or in another form prior to the conclusion of the contract. If the Policyholder concludes the contract through a representative, this obligation also rests with the representative and also covers circumstances known to them.
5. During the term of the insurance contract, the Policyholder is obliged to report changes in the circumstances referred to in § 4 sec. 4.
6. The insurance contract may be concluded on someone else's behalf. In case of concluding a contract for someone else's account:
- 1) the Policyholder's obligations specified in:
 - a) § 4 sec. 4 and 5, § 10 sec. 1 and 2, § 12 sec. 3,
 - b) § 13 sec. 2.

are also borne by the Insured, unless the Insured was not aware of the conclusion of the contract for their account,

- 2) provisions relating to the Policyholder, specified in:

- a) § 7 sec. 1 points 5)–11) and sec. 3rd and 4th,
- b) § 11 sec. 2. points 1) and 3), sec. 6 and 7 shall also apply accordingly to the Insured.

Duration of Insurance Coverage

§ 5

1. The insurance contract is concluded for the period specified in the insurance document as the insurance period.
2. General insurance contracts are concluded for a definite or an indefinite period.
3. Unit insurance contracts are concluded for the duration of cargo transportation.
4. In case of domestic transport, insurance coverage:
 - 1) begins with the commencement of loading at the place of dispatch, specified in the insurance contract as the place of commencement of transport and ends with the completion of unloading at the place of destination, specified in the insurance contract as the place of completion of transport, provided that the commencement of loading/unloading operations takes place no later than 12 hours before the start/end of the transport;
 - 2) also includes necessary reloading activities and necessary temporary storage (up to 7 days) during transport.
5. In case of international transport, the insurance coverage, taking into account the provisions of the commercial contract:
 - 1) begins:
 - a) at the moment of commencement of loading at the place of shipment, specified in the insurance contract as the place of commencement of transport, with the proviso that in case of road transport, loading takes place no later than 24 hours before the start of transport,
 - b) upon the commencement of transport at the place specified in the insurance contract as the place of commencement of transport;
 - 2) also includes necessary reloading operations and temporary storage during transport;
 - 3) ends:
 - a) upon delivery to the warehouse/storage facility at the destination;
 - b) upon completion of unloading at the place of destination, specified in the insurance contract as the place of completion of the transport, with the proviso that in case of road transport, the commencement of unloading takes place no longer than 24 hours after the end of the transport;
 - c) 30 days after unloading from the aircraft at the destination, in the final port of unloading;
 - d) 60 days after completion of a discharge from a seagoing vessel, either of these circumstances occurs first.
 - 4) with regard to the risks of war, the insurance coverage begins when the cargo is placed on board the ship / aircraft and ends:
 - a) at the time of unloading from the ship/aircraft in the final port/place of unloading;
 - b) 15 days after the arrival of the vessel/aircraft at the final port/place of unloading, whichever occurs first.
6. Insurance coverage – at the request of the Policyholder and upon payment of an additional premium, in accordance with § 6 sec. 9. – may also include the storage of cargo in port, customs, carrier and forwarder warehouses during the period not covered by insurance for the time of transport.

7. Insurance coverage – at the request of the Policyholder and upon payment of an additional premium, in accordance with § 6 sec. 10. – may also cover the duration of exhibitions and fairs, as well as storage immediately before and after exhibitions and fairs.
8. Unless otherwise agreed, the liability of Warta begins on the day following the conclusion of the insurance contract, but not earlier than the day following the payment of the premium (in full or its first installment).
9. The liability of Warta ceases and thus the insurance relationship expires:
 - 1) at the end of the last day of the insurance period for which the insurance contract was concluded, if the contract was concluded for a definite period;
 - 2) on the date of withdrawal from the insurance contract by the Policyholder in the case specified in § 5 sec. 11.;
 - 3) on the date of termination of the insurance contract in the cases specified in § 5 sec. 10, 16 and 17 and § 9 sec. 5.
10. If Warta is liable before paying the premium or its first installment, and in case the payment has not been made on time, Warta may terminate the contract with immediate effect and demand payment of the premium for the period during which it was liable. If no notification is received, the contract is terminated at the end of the period for which the unpaid premium was due.
11. If the insurance contract was concluded for a period longer than 6 months, the Policyholder has the right to withdraw from the insurance contract within 30 days, and if the Policyholder is an entrepreneur, within 7 days from the date of conclusion of the contract.
12. The withdrawal of the Policyholder from the insurance contract shall not release the Policyholder from the obligation to pay the premium for the period in which Warta provided insurance coverage.
13. Withdrawal from the contract should be confirmed by a written declaration of intent of the Policyholder with a simultaneous return of the original insurance document.
14. In the event of withdrawal or termination of the contract, the Policyholder is entitled to a refund of the premium for the period of unused insurance coverage.
15. The amount of the premium subject to reimbursement is determined after the Policyholder provides the amount of transport turnover actually performed in the period for which Warta was liable, taking into account the provisions of § 9 sec. 4.
16. If the Policyholder pays the premium in installments, failure to pay the next premium installment on time may result in the cessation of Warta's liability if after the deadline Warta calls the Policyholder to pay the premium by setting him an additional 7-day period, counted from the date of receipt of the request for payment. If the Policyholder fails to pay the premium within this additional period, the contract shall be terminated upon the expiry of the last day of the additional period provided for making the payment.
17. A general insurance contract concluded for an indefinite period may be terminated:
 - 1) by either party, without giving any reason, upon three months' notice by registered mail or by return receipt;
 - 2) at any time by mutual consent.

Insurance Coverage

§ 6

1. As part of these GTC, three scopes of insurance protection are introduced:
 - 1) basic scope,
 - 2) extended scope,
 - 3) full scope.

2. In the **basic scope**, Warta is liable for damages consisting in loss, partial loss or damage to the transported cargo arising during its transport and loading and unloading as a result of one or more of the following events:
 - 1) random events listed in § 2 section 1. point 28) of the GTC,
 - 2) accident of a means of transport,
 - 3) impact by loading/unloading devices and as a result of cargo falling caused by loading/unloading devices during and in connection with the loading/unloading operation.
3. In the **extended scope**, Warta is liable for damages consisting in loss, partial loss or damage to the transported cargo arising during its transport and loading and unloading as a result of one or more of the following events:
 - 1) random events listed in § 2 section 1. point 28) of the GTC;
 - 2) accident of a means of transport;
 - 3) robbery;
 - 4) theft with break-in and theft with break-in with the simultaneous seizure of the means of transport only when the locked means of transport has been left for the time of parking in the guarded parking lot;
 - 5) impact by loading/unloading devices and as a result of cargo falling caused by loading/unloading devices during and in connection with the loading/unloading operation.
4. During the **full scope**, Warta shall be liable for damages consisting in loss, partial loss or damage to the cargo during its transport and loading/unloading, resulting from one or more sudden, unexpected events beyond the Policyholder's control, subject to the provisions of § 6 sec. 5., with the exception of damages expressly excluded in § 7 of these GTC.
5. With regard to private transport, Warta is liable for damages consisting of theft when the means of transport with cargo is parked:
 - 1) in a guarded parking;
 - 2) at a 24/7 gas station – in order to collect fuel or rest necessary to comply with the regulations on drivers' working hours;
 - 3) during activities related to the delivery/collection of cargo;
 - 4) in places other than those mentioned above only in the following cases:
 - a) accident of the means of transport;
 - b) operational failure of the means of transport and/or its equipment preventing the delivery of the shipment to its destination;
 - c) sudden illness of the driver (confirmed by a medical certificate);
 - 5) provided that:
 - a) the vehicle carrying the load has at least one anti-theft device, i.e. an alarm or an immobilizer or a gearbox lock, etc.,
 - b) the load must be transported in the load compartment of the vehicle – it must not be visible from the outside,
 - c) during each stop, the means of transport must be locked and the above-mentioned security features must be engaged, and the driver must take the related documents with him when leaving the vehicle with the insured cargo – except for the situations referred to in point 4) a) and c).
6. With regard to sea transport, the scope of insurance referred to in § 6 sec. 2, 3 and 4, also includes the share of the insured cargo:
 - 1) in a common failure and rescue costs;
 - 2) in the responsibility resulting from the clause "Collisions due to mutual fault" included in the contract of freight.
7. At the request of the Policyholder and upon payment of an additional premium, loads insured in international transport may be covered by insurance against political risks:

- 1) strike;
 - 2) war – only in relation to the transport of cargo by sea or air.
8. At the request of the Policyholder, the contract for cargo insurance in international transport may be concluded on the terms resulting from the Institutional Clauses, with the extension of damage caused during loading/unloading. In such a situation, the provisions of the Institute Clauses used in the insurance contract shall prevail over the provisions of these GTC, with the exception of the provisions concerning English law and practice – unless the parties agree otherwise.
 9. At the request of the Policyholder and upon payment of an additional premium, loads insured in international transport may be covered by insurance during storage for up to 60 days in port, customs, carrier and forwarder warehouses, during the period not covered by insurance for the duration of transport, against the risks of:
 - 1) fire,
 - 2) burglary.
 10. At the request of the Policyholder and upon payment of an additional premium, loads insured for transport may be covered by insurance during exposition at exhibitions and fairs as well as during storage directly before and after exhibitions and fairs against the risks of:
 - 1) fire, lightning, explosion;
 - 2) burglary – provided that the display/storage takes place in a closed premises;
 - 3) robbery;
 - 4) devastation.

Release of the Insurer from the Obligation to Perform the Insurance Agreement

§ 7

1. Warta is not liable for damages:
 - 1) consisting of the lack of measure, weight or volume – within the limits of the applicable norms of natural loss, determined in accordance with applicable regulations or accepted customs;
 - 2) caused by natural wear and tear of the insured cargo or its defects or natural properties;
 - 3) consisting in the loss of information stored on all kinds of data carriers, including magnetic and optical carriers;
 - 4) created in the load to used goods resulting from the previous use of these items;
 - 5) resulting from willful misconduct or gross negligence of the Policyholder;
 - 6) caused by the use of alcohol or the driver's state of intoxication or intoxication by means of which the driver should not drive the vehicle – if the transport was performed by their private vehicle, and in case of professional transport – if the Policyholder knew about it or with due diligence could find out;
 - 7) caused by the use of an improper means of transport, not adapted to the transport of a specific type of cargo or of poor technical condition – if the transportation was performed by a private transport; and in case of professional transport – if the Policyholder knew about it or with due diligence could find out;
 - 8) caused by the unseaworthiness of the ship or vessel, if the Policyholder knew about it or with due diligence could find out;
 - 9) resulting from the lack of or insufficient packaging, or packaging inconsistent with the applicable standards or customs for a given type of cargo, including the use of a defective

- container – if these activities were performed by the Policyholder or if these activities were not performed at the Policyholder’s risk;
- 10) resulting from improper loading, fastening and distribution of cargo on or in the means of transport or container – if these activities were performed by the Policyholder or if these activities were not performed at the Policyholder’s risk;
 - 11) caused during loading or unloading of cargo carried out:
 - a) by people under the influence of alcohol or intoxication;
 - b) by persons without appropriate qualifications employed to perform these activities;
 - c) with the use of defective devices and/or without a valid technical inspection certificate if the Policyholder was responsible for the performance of these activities or – if these activities were entrusted to other parties – the Policyholder knew or, with due diligence, could learn about the above-mentioned irregularities;
 - 12) caused by strike risks – unless the scope of insurance has been extended in accordance with the provisions of § 6 sec. 7. point 1); this extension does not apply to damage caused by failure to act resulting from the risk of strike, as well as damage resulting from failure to carry out the delivery;
 - 13) caused by war risks – unless the scope of insurance has been extended in accordance with the provisions of § 6 sec. 7. point 2); the extension does not apply to damages resulting from the failure to complete the delivery;
 - 14) caused by a nuclear reaction or radioactive contamination, regardless of the source of said contamination;
 - 15) resulting from the seizure or detention of cargo by authorized state authorities;
 - 16) caused by delay in transport;
 - 17) resulting from the insolvency or bad financial condition of the ship’s owners, managers, charterers or owners.
2. If the insurance contract is concluded on the terms resulting from the Institute Clauses, Warta shall not be liable for damages excluded in accordance with these Clauses.
 3. Warta shall not be liable for damage in the event of a breach by the Policyholder of:
 - 1) intentionally the obligation specified in § 4 sec. 4. and
 - 2) intentionally or as a result of gross negligence of the obligation specified in § 10 section 1. point 1).
 4. In the event of failure by the Policyholder to fulfill the obligation specified in § 10 sec. 1 point 3), Warta may reduce the compensation accordingly, if the breach contributed to an increase in the damage or made it impossible for Warta to determine the circumstances and consequences of the event.
 5. Warta does not pay benefits in cases where the payment of the benefit would expose Warta to any commercial or economic sanctions, prohibitions or restrictions introduced by mandatory provisions of law, including UN resolutions, European Union regulations or decisions of authorized bodies of the United Kingdom or the United States of America.

The Sum Insured and the Value of the Insured Cargo

§ 8

1. The individual insurance contract specifies the sum for which the load is insured (sum insured).
2. The sum of the insurance should not exceed the value of the insured cargo.
3. The value of the insured cargo, subject to the provisions of § 8 sec. 4. is:
 - 1) in case of cargo that consists of new goods – its value specified in the supplier’s invoice or with internal evidence replacing the supplier’s invoice, and in the absence of these, the actual production costs or the market value at the place and time of loading, determined on the basis

- of average prices used in the trade in goods of the same type, taking into account the location and state of affairs;
- 2) in case of a used load – its value specified in the supplier's invoice or with internal evidence replacing the supplier's invoice, and in their absence, the actual value at the place and time of loading, constituting the value of the new item, less the degree of its actual wear.
4. At the request of the Policyholder, the value of the insured cargo determined on the basis of sec. 3. can be increased by the following not included in the supplier's invoice:
 - 1) value added tax;
 - 2) costs of delivering the cargo to its destination;
 - 3) customs duties;
 - 4) expected profit in the amount not higher than 10% of the cargo value determined according to § 8 sec. 3. – in the case of the implementation of the sales contract;
 - 5) expected commercial costs in the amount not exceeding 10% of the value of the cargo specified according to § 8 sec. 3. – in the case of the fulfillment of the purchase contract.
 5. The sum insured specified in the unit insurance agreement is the upper limit of Warta's liability.
 6. If the sum insured in the insurance contract exceeds the value of the insured cargo (overinsurance), Warta is liable for damages only up to the value of the insured cargo.
 7. If the sum insured specified in the insurance contract is lower than the value of the insured cargo (underinsurance), Warta shall be liable for damages in the ratio in which the sum insured remains with the value of the insured cargo.
 8. The general insurance contract specifies – taking into account the provisions of § 8 sec. 2., 3. and 4. – the sum insured, determined on the basis of the maximum value of the cargo:
 - 1) transported on one means of transport during the insurance period;
 - 2) stored / displayed in one location during the insurance period.
 9. A load the value of which exceeds the value specified under § 8 para. 8. the sum insured may be covered under the general insurance contract, provided that it is separately reported for insurance within the period specified in the contract. In the absence of such notification, Warta is liable for damages to the extent that the sum insured specified in the contract remains with the value of the cargo in question.

Insurance Premium

§ 9

1. The insurance premium depends on the scope of insurance, the type of cargo transported and the territorial scope of transport. The insurance claim course may affect the reduction or increase of the premium.
2. The basis for calculating the premium is:
 - 1) in the individual insurance contract – sum insured;
 - 2) in the general insurance contract – determined taking into account the provisions of § 8 sec. 3. and 4 the volume of transport turnover in the annual insurance period, with the proviso that in relation to additional risks referred to in § 6 sec. 9 and 10, the basis for calculating the premium may be the part of the transport turnover covered by insurance against these risks.
3. The insurance premium is payable:
 - 1) in the case of a unit insurance contract – once when concluding the insurance;
 - 2) in the case of a general insurance contract – it may be paid in one installment or a number of installments.
4. The premium calculated in accordance with § 9 sec. 2. point 2) is an advance payment. The final settlement of the premium takes place on the date specified in the insurance contract on the basis of the transport turnover completed during the insurance period.

5. In the event of disclosure of circumstances that entail a significant change in the probability of an accident, each party may demand an appropriate change in the amount of the premium, starting from the moment on which that circumstance occurred, but not earlier than from the beginning of the current insurance period. If such a request is made within 14 days, the other party may terminate the contract with immediate effect.

Procedure in the Event of Damage

§ 10

1. In the event of damage, the Policyholder is obliged to:
 - 1) use the necessary measures to reduce it and prevent its increase;
 - 2) if the damage resulted from robbery, theft, theft with break-in, theft with break-in with the simultaneous seizure of a means of transport, accident of a means of transport – inform the police about the incident immediately, and at the latest within 12 hours from the occurrence of the event or moment, in which the Policyholder learned about it;
 - 3) immediately after receiving information about the damage, notify Warta, or the emergency commissioner, or Lloyd's agent. This requirement is deemed to be met when the Policyholder reports the damage within 7 days from the date of the damage or from the date on which he learned about it, indicating the nature and extent of said damage;
 - 4) enable a representative of Warta, or an expert appointed by Warta, or an emergency commissioner agent, or Lloyd's agent to inspect the destroyed or damaged cargo in order to determine the circumstances of the damage, its size and type and provide the necessary explanations, as well as provide the necessary evidence;
 - 5) in case of damage caused during delivery – request the carrier or freight forwarder to draw up a report on the condition of the shipment, in accordance with the provisions of transport law, CMR Convention, the Maritime Code or other similar regulations relating to the transport, and take part in its preparation; in the event of refusal to draw up such a report by the carrier or freight forwarder, or in the event of the cargo being transported by private transport – draw up a commission damage report taking into account all relevant circumstances and evidence;
 - 6) in case of damage caused during loading or unloading – draw up a commission damage report with a detailed description of the circumstances and extent of the damage, taking into account all relevant circumstances and evidence;
 - 7) in case of damage and loss not stated at the time of receiving of the cargo, collect sufficient evidence, including the drawn-up damage report, and submit a written claim to the carrier to the extent that he can be responsible for the damage;
 - 8) provide Warta with the following documents within 14 days from the date of reporting the damage:
 - a) proof of cargo insurance;
 - b) the damage report referred to in items 5) and 6);
 - c) original bill of lading or other document on the basis of which the transport was made;
 - d) original supplier's invoice, and in the case of failure to issue an invoice – another reliable delivery document (e.g. warehouse receipt);
 - e) a copy of the notification submitted to the police, referred to in point 2), together with confirmation by the police of its receipt;
 - f) calculation of the losses incurred, in accordance with the provisions of the damage protocols referred to in points 5) and 6);
 - g) other documents necessary for the liquidation of the claim.

2. At the request of Warta, the Policyholder is obliged to provide a decision to discontinue the proceedings instituted regarding the reported damage or a copy of the final judgment issued in the case.
3. The rules of procedure in the event of damage to a foreign person entitled to compensation are provided on the reverse side of the insurance document. The Policyholder should, in justified cases, at the request of Warta, cooperate in the liquidation of claims submitted by an authorized foreign person.

Determining the Amount of Damage and Compensation

§ 11

1. The amount of compensation may not exceed the sum insured specified in § 8, subject to the provisions of § 8 sec. 7.
2. The amount of loss is considered:
 - 1) in the event of losing (fully or partially) or totally damaging the cargo that due to its properties is not suitable for repair – the value of the destroyed, lost or damaged cargo, determined in accordance with § 8 sec. 3 and 4, with the proviso that the expenses referred to in § 8 subpar. 4. have been actually incurred by the Policyholder;
 - 2) in the event of damage to the cargo to the extent qualifying it for repair – the actual cost of repair;
 - 3) in the event of damage to the cargo to the extent qualifying it for further sale, but at reduced prices – the difference between the value of the cargo before the damage and the price determined by discounting. The Policyholder is obliged to notify Warta about the planned discount of the damaged cargo, which reserves the right to delegate its representative to participate in the discount.
3. The amount of the damage is reduced by the value of the remains of the destroyed or damaged cargo, which may be intended for further use, modification or sale.
4. Compensation is determined in the amount corresponding to the amount of damage as in § 11 section 2. and 3., subtracting the deductible amount stipulated in the insurance contract.
5. If the amount of the damage has been determined according to the cost of repairing the cargo specified in § 11 sec. 2. point 2) the compensation may not exceed the actual value of the damaged cargo on the day the damage occurred.
6. Warta additionally covers the costs incurred by the Policyholder and documented:
 - 1) rescue of the insured cargo, aimed at reducing losses or preventing their increase;
 - 2) remuneration of experts appointed by Warta or with Warta's consent in order to determine the circumstances of the event or the extent of the damage;
 - 3) removal of the remnants of the damage, including the costs of transport, short-term storage and disposal, provided that the Policyholder is obliged to perform these activities.
7. The costs mentioned above are covered:
 - 1) in relation to loads in transport other than sea – within the sum insured, unless otherwise agreed in the insurance contract;
 - 2) with regard to cargoes in maritime transport – within the limits specified in accordance with the provisions of the Maritime Code.
8. In justified cases, the amount of compensation may be determined on the basis of a cost estimate prepared by an expert appointed by Warta or appointed by the Policyholder in consultation with Warta.
9. The amount of damage resulting from the share of the insured cargo in a joint failure or rescue costs is determined on the basis of the provisions of the Maritime Code and other customary international rules in these cases.

Payment of Compensation

§ 12

1. Compensation or undisputed part thereof shall be paid within 30 days from the date of receipt of the notification of the damage.
2. If the submission of the documents listed in § 10 section 1. point 8) or an explanation of the circumstances necessary to determine the liability of Warta or the amount of compensation within the period referred to in sec. 1. turned out to be impossible, the compensation shall be paid within 14 days from the date on which it was possible to clarify these circumstances with due diligence.
3. If the cargo for which compensation has been paid is found, the Policyholder is obliged to accept the cargo and, within 14 days from the date of cargo recovery, refund the compensation within the value of the recovered cargo and after deducting the costs related to its recovery.
4. If the person entitled to compensation has a place of residence or seat in the territory of the Republic of Poland, the compensation is paid in Polish zlotys (PLN). However, if the person entitled to compensation is a person with a place of residence or registered office outside the territory of the Republic of Poland, the compensation is paid in a foreign currency directly abroad. Conversions of foreign currencies into Polish zlotys (PLN) are made using the average exchange rate of foreign currencies announced by the National Bank of Poland applicable on the date of issuing the payment order.
5. Warta is obliged to justify in writing the findings regarding the amount of the awarded compensation or its refusal, indicating the circumstances and the legal basis justifying the total or partial refusal to pay compensation and inform about the possibility of pursuing a claim in court if the person entitled to compensation does not agree with the findings of Warta.

Recourse Claims

§ 13

1. Upon the payment of compensation, the Insured's claims against the third party responsible for the damage shall be transferred by operation of law to Warta up to the amount of the paid compensation. If Warta covered only part of the damage, the Policyholder shall have priority in terms of settling the claims over the remaining part of the damage, over the recourse claims of Warta.
2. The insuring party is obliged to perform the actions necessary to secure effective enforcement of recourse claims by Warta against third parties responsible for the damage, in the manner specified in the applicable legal regulations and to send the relevant documentation to Warta. The insuring party is also obliged to inform Warta of the circumstances known to them, which may be of importance for the assessment of the liability of a person against whom a recourse may be claimed.
3. Warta may refuse to pay compensation or reduce it accordingly, if the Policyholder, without the consent of Warta, renounced claims against third parties responsible for the damage or by late delivery of the documents referred to in § 13 section 2, prevented Warta from pursuing a recourse claim due to its limitation. If the waiver or limitation of the claim is disclosed after the payment of compensation by Warta, Warta has the right to claim from the Policyholder the full refund of the compensation paid.

Notices and Statements

§ 14

1. Notices and declarations of the parties in connection with the insurance contract should be submitted in writing against a receipt or sent by registered mail, respectively to the address indicated by the

Policyholder or to the address of the territorial unit of Warta where the insurance contract was concluded.

2. If either party changes the address or the headquarters and has not notified the other party about it, the correspondence addressed to the last known destination shall have legal effects from the moment it would have occurred had the party not changed its registered office.

Final Provisions

§ 15

1. In agreement with the Policyholder, additional or different provisions may be introduced to the insurance contract in writing, otherwise null and void. These provisions may not be inconsistent with applicable law.
2. The provisions of Polish law shall apply to insurance contracts concluded on the basis of these GTC, in particular the provisions of the Civil Code, the Maritime Code, the Insurance Activity Act and other generally applicable legal provisions, unless the insurance contract selects foreign law.
3. An action for claims under the insurance contract may be brought either in accordance with the provisions of general jurisdiction or before the court competent for the place of residence or registered office of the insuring party, the insured, the beneficiary under the insurance contract, the insured's heir or the heir of the beneficiary under the insurance contract.
4. Claims, complaints, including refunds, may be submitted by the Policyholder, the Insured or the Beneficiary under the insurance contract to Warta:
 - 1) in writing to the following address: P.O. Box 1020, 00-950 Warsaw;
 - 2) in electronic form using the form www.warta.pl/reklamacje;
 - 3) by phone at +48-502-308-308;
 - 4) at each Warta unit, in writing, delivered in person or orally for the record.
5. Warta will process the claim, complaint or refund within 30 days from the date of receipt and will reply in writing by letter or in electronic form to the request of the person submitting the claim, complaint or other. In particularly complicated cases, the deadline for responding may be extended to 60 days, of which the person submitting the complaint will be notified in advance. An organizational unit designated by the Warta Management Board is the authority competent to consider a claim, complaint or other.
6. The entity authorized to out-of-court settlement of disputes is:
 - 1) the Arbitration Court at the Polish Financial Supervision Authority (www.knf.gov.pl),
 - 2) Financial Ombudsman (www.rf.gov.pl).
7. In case of contracts concluded via the Internet, you can additionally submit an application via the platform of the online dispute resolution system (ODR Platform) – address: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=PL>.
8. These General Terms and Conditions of Insurance in the above wording apply to insurance contracts concluded from April 1, 2022.

Vice President

Chairman of the Board



Grzegorz BIELEC



Jarosław PARKOT

