

TERMS AND CONDITIONS OF CARGO INSURANCE

KT.0485.09

An unofficial translation from Estonian to English. In case of contradictions the Estonia wording will prevail

These terms and conditions of cargo insurance shall be applied to insurance contracts entered into in ERGO Insurance SE, in which the insurance object is a transportable movable (hereinafter: Cargo). In any matters not regulated by the terms and conditions of cargo insurance, the parties to the insurance contract shall proceed from the general conditions of insurance contracts, laws and other legislation.

1. Insurer

The insurer shall be ERGO Insurance SE.

2. Policyholder

- 2.1. The policyholder is a person who has entered into an insurance contract with the insurer.
- 2.2. The policyholder may be a person who has an insurance interest (owner of the insurance object, including the purchaser and seller of the Cargo or the legal possessor thereof; including the consigner, consignee, forwarder, carrier, stevedore, etc.).
- 2.3. In the performance of obligations arising from the insurance contract, the employees of the insurer, legal owners or possessors of the insurance object shall be equalized with the policyholder. The contractual obligations of the policyholder shall also be applicable to the persons equalized with the policyholder.
- 2.4. Persons whom the policyholder uses in organising the carriage of Cargo or in carrying the Cargo (i.e., forwarder or carrier) shall not be equalized with the policyholder, unless the policyholder itself is a forwarder or carrier.

3. Clauses of Cargo insurance

The clauses of Cargo insurance shall be the internationally used Cargo insurance terms (Institute Cargo Clauses of International Underwriting Association of London), hereinafter: Clauses.

4. Insurance object

- 4.1. The insurance object is the transportable Cargo (including packaging and labels) specified in the insurance contract which shall be carried by the following types of transport:
 - 4.1.1. road transport;
 - 4.1.2. maritime transport, including inland waterway transport;
 - 4.1.3. railway transport;
 - 4.1.4. air transport.
- 4.2. The means of transport used for carriage must be appropriate for carrying the insured Cargo on the prescribed route and comply with the conditions specified by technical surveillance associations regarding the specific type of transport, international conventions, and other agreements or legislation of countries encompassing the territory of validity of the insurance contract.
- 4.3. If the Cargo is carried by maritime transport, the insurance contract shall also set out the vessel carrying the Cargo (name, year of construction, flag, IMO number, etc.). If it has not been done, the applicable version of the Institute Classification Clause of International Underwriting Association of London shall be applied. All vessels must have the certificate of the quality system International Safety Management Code (ISM Code).
- 4.4. The insurance object may be one Cargo (single cargo insurance contract) or several Cargos within the insurance period (open cover cargo insurance contract).
- 4.5. The insurance object shall not be a Cargo that is towed or moves under its own power, cash and other means of payment, securities, bonds and debentures, documents, data in information processing systems and software or other intangible

assets, weapons, ammunition, explosives, antiques, articles of precious metals and precious materials, people, live animals (including birds, fish, insects, etc.) and plants, deceased persons, unless otherwise agreed upon in the insurance contract. The insurance object shall not be any smuggled goods, goods in illegal possession, as well as goods the carriage of which is prohibited by laws of the country of origin, transit or destination.

5. Insurance period, duration of insurance cover and territory of validity of insurance contract

- 5.1. The insurance period is a period that is specified in the insurance contract.
- 5.2. The insurance contract shall be valid on the route or territory specified in the insurance contract. The insurance contract shall not be valid in a country that is subject to a UN ban on trade or where, in accordance with local legislation, it is not permitted to enter into cargo insurance outside that country.
- 5.3. In the case of single cargo insurance, the insurance period shall commence on the date specified in the insurance policy and shall end on the conditions specified in the insurance terms and Clauses. The insurance cover shall take effect as of the moment when the loading of the Cargo to the carrier's means of transport is started in order to begin the carriage from the starting point of the route (unless otherwise specified in the insurance contract). The insurance cover shall continue during the ordinary transport of the Cargo and shall be valid until the moment when the Cargo shall have been unloaded from the carrier's means of transport in the consignee's warehouse or at any other route destination of the Cargo, but not later than within 60 days as of the unloading of the Cargo from a vessel to the territory of a port or within 30 days as of the unloading of the Cargo from an aircraft to the territory of an airport (unless otherwise specified in the insurance contract).
- 5.4. In the case of open cover cargo insurance, the insurance cover shall be applicable to cargos, the carriage of which begins (the beginning is understood to be the beginning of loading the Cargo to the carrier's means of transport to begin the carriage from the starting point of the route, unless otherwise specified in the insurance contract) within the period specified in the policy. The insurance cover shall continue during the ordinary transport of the Cargo and shall be valid until the moment when the Cargo shall have been unloaded from the carrier's means of transport in the consignee's warehouse or at any other route destination of the Cargo, but not later than within 60 days as of the unloading of the Cargo from a vessel to the territory of a port or within 30 days as of the unloading of the Cargo from an aircraft to the territory of an airport (unless otherwise specified in the insurance contract).

6. Returnable Cargo

If Cargo insured under an insurance contract is returned from the place of destination for any reason (except for exclusions specified in the insurance terms or Clauses), the insurance cover shall continue with regard to the Cargo, including in any warehouse or any other place during the storage period until the Cargo has been returned to the starting point. Under this clause, the insurance cover shall not extend to the returnable Cargo that is intended to be renewed and/or restored and/or repaired, except for loss or damage resulting from initial transit insured under the insurance contract. The policyholder is required to inform the insurer of the returnable Cargo as soon as possible after becoming aware thereof. The policyholder is required to apply reasonable measures to provide the returnable Cargo with a suitable packaging, taking into account the nature of the Cargo, type of transport and route of the Cargo. A returnable Cargo shall be subject to the Institute Cargo Clauses (C) CL 384, 1/1/09.

7. Insured event

- 7.1. An insured event is the loss of, destruction of or damage to the insured Cargo, which arises from any unexpected and unforeseeable event or events, specified in the insurance terms, and occurs during the insurance period, within the validity period of insurance coverage and on the territory of validity of insurance.
- 7.2. If the time of an insured event cannot be determined, it shall be deemed to be the moment when the policyholder or a person equalized with the policyholder should have become aware of the insurance event.
- 7.3. Several events of damage that have occurred at the same time and in the same place, and for the same reason, shall be deemed to be one insurance event.

8. Insurance benefit and forms of compensation

- 8.1. The insurance benefit is the amount of money that shall be paid out to compensate for damage resulting from an insured event.
- 8.2. The amount of insurance benefit per insured event shall be limited with the amount of property damage resulting from the insured event and with the sum insured.
- 8.3. The insurer shall compensate the policyholder for the necessary and reasonable expenses for repair or replacement of a packaging or labels if the packaging or labels were damaged during the carriage. A package is not deemed to be a container and any other goods handling equipment by which the Cargo is transported (unless those are the transportable objects).
- 8.4. The insurer shall compensate the policyholder for necessary and reasonable expenses related to prevention and reduction of damage, establishment of damage or determination of its amount.
- 8.5. The form and amount of compensation shall be decided by the insurer. The forms of compensation shall be a monetary benefit and the return of damaged insurance object or its replacement with an equivalent.

9. Insurable value and sum insured

- 9.1. The insurable value is the market value of the Cargo at the starting point of the route. The market value of the Cargo shall be determined according to contracts of purchase and sale, invoices, delivery notes or other documents that shall specify the value of the Cargo at the starting point of the route. The insurable value shall not include value added tax or any other refundable payments prescribed by law.
- 9.2. The sum insured is the maximum amount that shall be paid per insured event.
- 9.3. The sum insured may also include (if so agreed by an insurance contract) the cost of carriage, expenses related to removal or recycling of Cargo (up to 10% of the value of Cargo and the cost of carriage), expenses related to the delay of Cargo (at a maximum to the extent of the cost of carriage provided that the damage is evidenced by documents), the expected profit (up to 10% of the value of Cargo and the cost of carriage) and other payments related to the carriage.
- 9.4. The sum insured in the insurance period shall be an amount specified in the contract, which shall be the maximum limit of all insurance benefits in the insurance period. The sum insured in the insurance period (open cover cargo insurance) shall be the total forecast insurable value of cargos in the insurance period (forecast volume of cargos).
- 9.5. The maximum sum insured per Cargo (open cover cargo insurance) shall be the maximum limit of benefits per Cargo. The maximum sum insured may be determined for the means of transport as well as the place of storage. In the case of single cargo insurance, the sum insured in the insurance period shall be equal to the sum insured per Cargo.

10. Open cover insurance, over-insurance and under-insurance

- 10.1. Open cover insurance is an event where Cargo is insured, whether partially or fully, against the same insurance risk for the same insurance period with several insurers. In the case

of open cover insurance, the insurance benefit shall be paid proportionally to a part that is not insured with other insurers.

- 10.2. Over-insurance is an event where the sum insured exceeds the insurable value of Cargo.
- 10.3. In the case of over-insurance the insurer shall not compensate more than the actual amount of damage or insurable value of Cargo unless otherwise agreed upon.
- 10.4. Under-insurance is an event where the sum insured per Cargo is smaller than the insurable value of Cargo is smaller than the insurable value of cargo at the moment when the insured event takes place. In the case of under-insurance, the insurance benefit (including the expenses for prevention and reduction of damage) shall be paid proportionally to the ratio of the sum insured to the insurable value at the moment when the insurance event takes place.

11. Insurance risk and important circumstances influencing it

- 11.1. Insurance risk is a danger against which the Cargo is insured. An increase in the possibility of an insurance risk is understood as an increase in the likelihood of an insurance event.
- 11.2. Cargo insurance risks are risks separately listed in Institute Cargo Clauses of International Underwriting Association of London or in the insurance contract.
- 11.3. If all risks are insured in accordance with the Clauses (e.g. ICC A), the policyholder does not need to identify the reason for occurrence of damage.
- 11.4. If insurance is made against the risks specified in the Clauses or separately agreed upon in an insurance contract (e.g. ICC C), the policyholder must provide evidence for the insured event that damage was created as a result of the aforementioned risk.
- 11.5. Important circumstances influencing the insurance risk are mainly understood as information that the insurer asks from the policyholder before entry into an insurance contract in a format that can be reproduced in writing. Important circumstances influencing the insurance risk also include failure to comply with the special conditions or agreements concerning the risk specified in the insurance contract or its annexes.
- 11.6. The insurer shall be immediately notified of an increase in the possibility of an insurance risk unless the possibility of increase in the insurance risk is caused by generally known circumstances.

12. Excess

- 12.1. Excess is a part of damage that the insurer shall not compensate. Excess shall be applied in the event of each insured event.
- 12.2. An insurance contract may have several different excesses. If more than one Cargo that is insured by the same insurance contract is damaged as a result of one event, the largest excess of them shall be applied.

13. Insurance premium

- 13.1. An insurance premium is the amount of money that the policyholder must pay to the insurer.
- 13.2. An insurance premium or a part of an insurance premium shall be paid by the date specified in the insurance contract.
- 13.3. The minimum insurance premium specified in the insurance contract (open cover cargo insurance) is understood as a payment that shall not be refunded to the policyholder if the actual sum insured in the insurance period (actual volume of cargo) proves to be smaller than forecast upon entry into the insurance contract.
- 13.4. If the sum insured in the insurance period proves to be larger than the forecast upon entry into the insurance contract, the insurer may impose on the policyholder an additional payment for a part that exceeds the forecast sum insured, by applying the rate agreed upon in the insurance contract.
- 13.5. The policyholder shall submit to the insurer a declaration of the actual volume and value of its cargos at the latest within 30 days after expiry of the insurance period (unless otherwise agreed upon in the insurance contract).

14. Cancellation of insurance contract

If under the insurance contract the insurance cover also includes damages arising from risk of war or strikes, the insurer may cancel the insurance cover of those risks in the case of war risks within seven days and in the case of strike risks within 48 hours as of the submission of a corresponding notice to the policyholder. In such case, the insurance premium of war and strike risks shall be refunded to the policyholder for the period in which there was no insurance cover.

15. Obligations of the policyholder

- 15.1. The policyholder has the obligation:
 - 15.1.1. to enable the representative of the insurer to examine the documents necessary for entry into an insurance contract;
 - 15.1.2. to inform the insurer of all the important circumstances of which the policyholder is aware upon entry into the insurance contract and which have an impact on the insurer's decision to enter into the insurance contract or do so on additional conditions agreed upon;
 - 15.1.3. to comply with legislation of the territory of validity of the insurance contract, international conventions and other agreements (e.g., carriage of hazardous substances, carriage of large-scale or heavy cargos, etc.) and the additional conditions specified in the insurance contract; to make the best efforts to prevent an insured event and reduce potential damage, not to increase the insurance risk and not to allow persons for whom the policyholder is responsible to increase it;
 - 15.1.4. to explain the obligations arising from the insurance contract to the persons equalized with the policyholder and the persons who organise and perform the carriage;
 - 15.1.5. upon delivery of the Cargo to the carrier, to verify the preparation of the packaging and Cargo for safe transport of the Cargo, the correctness of the number of places of goods specified in the delivery note upon delivery or receipt of the Cargo, and the external condition of the Cargo and its packaging; upon comments, to make a relevant entry in the delivery note;
 - 15.1.6. to give the carrier clear instructions on the transport conditions of the Cargo, e.g., the necessary temperature or humidity of the goods storage compartment, instructions for loading the Cargo or placing it on the goods storage compartment, etc;
 - 15.1.7. to apply any precautionary measures to avoid the theft of the Cargo;
 - 15.1.8. to park the means of transport during daytime, rest breaks or other short pauses in a recognised car-park intended for road carriers;
 - 15.1.9. to safely lock the means of transport, remove the keys and firmly close any openings. The driver must always stay in the immediate vicinity; to park the means of transport at night or daytime, except in the case of rest breaks or other similar short pauses, in a closed building or a location that is fully surrounded by a fence, which is locked at all times (except when authorised vehicles enter or exit it, and which is under continuous surveillance of a security guard or security company; or to safely lock the means of transport, remove the keys and firmly close any openings, and to park the vehicle in a recognised car-park intended for road carriers. The driver must continuously watch the vehicle;
 - 15.1.10. upon temporarily leaving the means of transport, to safely lock the means of transport, remove the keys and take the keys along and firmly close any openings, to switch on the alarm device, etc.; also to take along the delivery notes of the insured Cargo;
 - 15.1.11. to apply reasonable measures to determine the financial stability of the carrier and the existence of liability insurance;
 - 15.1.12. to immediately notify the insurer of the entry into of open cover insurance or any other similar contracts or occurrence of guarantees and increase in the possibility of insurance risk (e.g., change in the composition or cost of Cargo, the packaging, the beginning of

transport, the route, means of transport, re-loading or interim loading, security measures, etc.). If the insurer has any doubt about an increase in risk-related circumstances, the insurer shall be immediately consulted about the further steps to be taken.

- 15.2. Upon the occurrence of an insured event, the policyholder has the obligation:
 - 15.2.1. to immediately apply measures to save the Cargo, prevent an increase in damage and reduce potential damage;
 - 15.2.2. in the case of visible injury of or damage to the Cargo, to make a relevant comment in the delivery note of the Cargo upon receipt of the Cargo. In the case of any hidden injuries, to inform the carrier and/or forwarder in writing within three days as of receipt of the Cargo. The comments or notices of damage shall set out the number of injured or damaged units of goods, the type of damage and, if possible, also its assumed reason;
 - 15.2.3. to immediately inform the police (in case of a traffic accident or suspicion of intentional activities of a third party); a local rescue board or relevant competent authorities or persons;
 - 15.2.4. to inform the insurer in writing of the insured event, doing so personally at the first available opportunity or through a representative, while specifying in the application the information about the event, the expected amount, witnesses, parties and offenders, and to observe the instructions of the insurer thereafter;
 - 15.2.5. if possible, to retain the damaged Cargo intact until the representative of the insurer inspects it or gives other instructions;
 - 15.2.6. to submit the list of Cargo that was lost, damaged or destructed as a result of an insured event within two weeks as of the moment of becoming aware of the insured event;
 - 15.2.7. to submit consignment documents of the Cargo, i.e., invoices, commercial invoices, delivery notes, packaging lists or carriage manifests, etc;
 - 15.2.8. to submit a Cargo inspection report in accordance with laws or practice of the place of location of occurrence of the loss event;
 - 15.2.9. to submit to the carrier or forwarder a claim for compensation for damage;
 - 15.2.10. to submit a certificate on turning to the police and/or a certificate on institution of a criminal case;
 - 15.2.11. to submit reports on destruction of or and/or damage to seals;
 - 15.2.12. to submit any other documents evidencing the expenses, which are related to the insured event;
 - 15.2.13. to allow the insurer to identify, during the damage handling, the reasons for and amount of damage resulting from the insured event, by submitting all the documents on the reasons for and amount of damage, but not later than within one year as of the date of occurrence of damage;
 - 15.2.14. to immediately inform of what happened or the circumstances of which the policyholder became aware, which may be a basis for the occurrence of damage.
- 15.3. If an insured event results from the fault of third party (parties), the policyholder is required to apply any necessary measures to evidence the rights of the policyholder and to apply thereof with regard to the offenders, and/or to transfer later those rights to the insurer that the latter could file a recourse action.
- 15.4. The policyholder may not start to restore the damaged Cargo or recycle the destroyed Cargo without the consent of the insurer.
- 15.5. The policyholder has the obligation to provide proof of an insured event. The policyholder shall submit to the insurer information that is necessary for determination of the performance of the contractual obligations of the insurer.
- 15.6. Upon finding Cargo that was lost as a result of an insured event, the policyholder is required to inform the insurer in writing within two working days as of the discovery thereof. If the policyholder or a beneficiary gets the lost Cargo back within its possession, it shall be assigned to the insurer or the insurance benefit shall be refunded.

16. Rights and obligations of the insurer

- 16.1. The insurer has the obligation:
- 16.1.1. before entry into the insurance contract, to introduce to the policyholder the documents of the insurance contract;
 - 16.1.2. to keep in confidence the information that the insurer became aware of in relation to the insurance contract;
 - 16.1.3. after the receipt of a written reply from the policyholder, to immediately start the handling of the insured event and determine the amount of damage subject to compensation;
 - 16.1.4. to register the notice of damage and introduce to the policyholder the procedure for resolution of an insured event and compensation for damage;
 - 16.1.5. to submit to the policyholder the list of documents necessary for determination of the reasons for and amount of damage resulting from the insured event.
- 16.2. The insurer has the right to demand the originals of the submitted copies if those are necessary for determination of damage and its amount.

17.1. Procedure for compensation

- 17.1. Direct damage to property and other justified expenses specified in the insurance contract shall be compensated.
- 17.2. The part of value added tax refundable to the policyholder or a beneficiary on the basis of the Value Added tax Act or other legislation, or other refundable payments shall not be compensated.
- 17.3. If no evidence is provided for the amount of or reason for damage resulting from an insured event, the insurer shall compensate by the due date only the part for which evidence has been provided.
- 17.4. If the currency unit of the sum insured and the payable compensation is different, the compensation shall be paid in accordance with the daily exchange rate of the Bank of Estonia as of the date of occurrence of the damage unless otherwise agreed upon in the insurance contract.
- 17.5. If a Cargo is insured against the risk of loss, the Cargo shall be deemed to be lost if there is no information on the Cargo and/or the means of transport carrying thereof, in the case of domestic carriages, after expiry of 30 days and, in the case of international carriages, after expiry of 60 days as of the expected arrival time of the Cargo at the destination. In the case of loss resulting from war and strike risks (Institute War and Strike Clauses), the aforementioned term shall be six months as of the expected arrival time of the Cargo at the destination.
- 17.6. The insurer shall have the right to appoint experts, legal representatives and other persons to investigate the circumstances of an insured event and to appear by authorisation of the policyholder in an arbitration court, court or before a person submitting a claim for damage.
- 17.7. The insurer has the right to set off with its obligation to perform the insurance contract the amounts of insurance premiums that have not been paid under the insurance contract until the end of the insurance period.
- 17.8. If the restoration of an insured Cargo is not technically or economically justified, the insured Cargo shall be deemed to be fully destroyed.
- 17.9. Upon full destruction of an insured Cargo, the value of the insured Cargo, less the residual value of the Cargo and the excess, shall be compensated (at a maximum up to the sum insured).
- 17.10. If a part of a damaged Cargo can be replaced, the replacement costs of that part (including transport costs) shall be compensated provided those costs do not exceed the insurable value of the Cargo.
- 17.11. If so agreed in the insurance contract, the insurer shall compensate the policyholder for reasonable and inevitable additional expenses related to removal and recycling of the Cargo or its residues (except for expenses related to pollution or other environmental damage, also expenses related to transportation of a Cargo from the means of air or marine transport) caused by damage as a result of an insured risk. The compensation payable under this clause shall be, at a maximum, 10% of the insurable value of the damaged Cargo.

- 17.12. Upon payment of an insurance benefit, the policyholder's rights of claim against persons liable for occurrence of damage shall transfer to the insurer to the extent of the paid benefit.
- 17.13. If the insurer has compensated for the damage, the owner of the Cargo shall assign the ownership to the Cargo to the insurer to the extent of the compensated part upon the request of the insurer.

18. Exemption of the insurer from the obligation to perform the insurance contract

- 18.1. The insurer shall be partially or fully exempted from the obligation to perform the insurance contract if:
- 18.1.1. the policyholder or person(s) equalised with the policyholder have violated at least one of the obligations specified in clause 15, and there exists a causal relationship between failure to meet the obligation and the occurrence of an insured event and/or the amount of loss resulting from it;
 - 18.1.2. the policyholder has failed to pay the insurance premium by the agreed term (in the case of periodic premiums, at the latest by the due term additionally determined by the insurer) and if the insured event has occurred after expiry of the term for payment of the premium;
 - 18.1.3. the policyholder or person(s) equalized with the policyholder have intentionally or due to gross negligence (failure to comply with due diligence to a substantial extent upon performance of contractual obligations) violated at least one condition of the insurance contract that has an impact on the occurrence of an insured event or the amount of damage;
 - 18.1.4. the insured event has occurred due to the gross negligence or intent of the policyholder or a beneficiary. Gross negligence is understood as a situation where a person foresees the consequences of his (her) behaviour, but recklessly hopes that no consequences will arise;
 - 18.1.5. the insured event was caused by illegal activities of the policyholder or persons equalized with the policyholder, also while under the influence of alcohol, narcotic drugs or psychotropic substances. If a person that has carried or possessed the insured Cargo refuses to have intoxication determined, the person is deemed to have been under the influence of psychotropic substances at the moment of occurrence of damage. The same applies in an event where the aforementioned substances were consumed after the occurrence of damage, but before arrival of the police or the making of a proposal to determine intoxication;
 - 18.1.6. the policyholder waives his (her) rights against the person who has caused damage or if the enforcement of the insurer's right of recourse proves to be impossible due to the fault of the policyholder (exceeding the term for submission of a claim, failure to submit necessary documents to the insurer);
 - 18.1.7. the policyholder or a beneficiary misled or tried to mislead the insurer with regard to the circumstances related to the occurrence of damage or the amount of damage, or tried to deceive the insurer otherwise with regard to the insurance contract or the circumstances related to the performance thereof.
- 18.2. The extent of exemption from the obligation to perform the insurance contract shall be determined by the insurer.

19. Exclusions

- 19.1. Damage that is not caused by an insured event as well as damage caused by the following circumstances shall not be subject to compensation:
 - 19.1.1. monetary claims that are not caused by a direct damage to property (damage of proprietary rights, unearned income, remuneration, loss of market share, contractual penalties, damage related to the ban on carriage of goods to the country of transit or destination due to legislation applicable there, etc.), except for the

- events specified in the General Average Clause and Both to Blame Collision Clause;
- 19.1.2. expenses for elimination of environmental pollution
- 19.1.3. inherent characteristics, weaknesses or defects of the Cargo, ordinary leakage of the Cargo, loss of weight or volume, wear and tear;
- 19.1.4. pests, insects, etc.;
- 19.1.5. insufficient or inappropriate packaging of or preparation for carriage of the Cargo to endure normal dangers that take place within the entire insured route, except when the packaging or preparation of the Cargo was not made by the policyholder (including his (her) employees and persons who represent the policyholder) and the policyholder was not aware of such insufficient or inappropriate packaging before the beginning of carriage. Packaging is understood as the loading of Cargo into a container or a transport van at the starting point of the route;
- 19.1.6. delay, also if it is caused by an insured risk (except for expenses that shall be subject to compensation in accordance with clause 8.4);
- 19.1.7. unfitness of the means of transport (also a container, van, elevators, refrigeration trailers or other means of transport with refrigeration equipment) for transport or safe carriage of the Cargo, or unfitness of a vessel for marine navigation in the event if the policyholder or persons equalized with the policyholder were or should have been aware thereof before the loading of the Cargo;
- 19.1.8. theft of video and audio equipment (not only radios, CD players, navigation equipment, loudspeakers and similar items) if it is a vehicle that is the Cargo;
- 19.1.9. attachment, confiscation, prevention or seizure;
- 19.1.10. mutual claims of persons covered by one and the same insurance contract;
- 19.1.11. use or operation of a computer, computer system, computer software, programme or any other electronic system if such damage, injury, cost or liability was caused by the direct or indirect making of a change in the date; recognition of the time, date, week, month, year or century; also any expenses for prevention of such damage;
- 19.1.12. rust, oxidisation, corrosion, discoloration, scratching, bruising, chipping, etc., if it is a vehicle that is the Cargo, except for events resulting from an insurance risk in accordance with the Institute Cargo Clauses (C) CL 384, 1/1/09;
- 19.1.13. electrical, electronic or mechanical defect or failure of the vehicle if it is a vehicle that is the Cargo;
- 19.1.14. rust, oxidisation, corrosion, discoloration, scratching, bruising, chipping, etc; winding, bending and shape distortion in the case of Cargos that are unpacked, not in the original packaging, used and damaged;
- 19.1.15. electrical or mechanical defect or failure of the Cargo unless there exist evidence of damage to the packaging, container or means of transport during the transport of an insured Cargo;
- 19.1.16. shortage of Cargo unless there exists evidence on damage to the packaging of goods or seals or burglary to the means of transport;
- 19.1.17. temperature, air humidity or change thereof, except when the change was caused by stoppage of equipment retaining or regulating the temperature or air humidity during the insured carriage for at least 24 consecutive hours.
- 19.2. Damage and expenses that are directly or indirectly caused by the following circumstances shall not be compensated:
 - 19.2.1. terrorism or activities of persons for political, religious, ethnical or ideological motives that put or may put in danger the life, health, security or assets of any persons or the general public;
 - 19.2.2. war, civil war, revolution, riot, invasion, civil disobedience, coup d'état, strike, extraordinary situation, expropriation, occupation, confiscation, attachment, prevention or seizure, or the consequence or attempt of the aforementioned activities;
 - 19.2.3. abandoned mines, torpedoes, bombs or other abandoned explosives and weapons;

- 19.2.4. strikers, workers in lockout or activities of persons participating in worker disobedience in breach of order or civil disobedience;
- 19.2.5. use of a weapon that results in the decomposition or uniting of an atom or its nucleus, or any other similar reaction; radioactive force or substance, chemical, biological or biochemical reaction or electromagnetic effect;
- 19.2.6. use of nuclear energy for any purpose or such energy becoming uncontrolled or any other damage in relation to radioactive materials, fuel or residues;
- 19.2.7. computer viruses or someone's attempt to cause damage through computer programmes;
- 19.2.8. circumstances, which the policyholder or persons equalized with the policyholder were or should have been aware of before entry into the insurance contract, but did not notify the insurer thereof.

20. Repayment of insurance benefit

The beneficiary and/or the policyholder are required to repay the insurance benefit to the insurer if the circumstances that exclude compensation appeared after compensation for damage or if damage was compensated by a third party.

21. Form of notices

Any notices to be submitted between the parties to the insurance contract during the performance of the contract shall be submitted in a format that can be reproduced in writing.