

Exclusions from liability

Cargoes excluded from the insurance coverage are the following:

- 1) Alcoholic products (except beer and wine), tobacco products,
- 2) Monetary values, jewellery, excise tax bands, credit cards, payment cards, pre-paid
- 3) Files, documents, designs and prototypes,
- 4) Works of art, collector's collections, exhibits of all kinds,
- 5) Bulk cargoes
- 6) Resettlement items,
- 7) Motor vehicles,
- 8) Live animals,
- 9) Shipments accepted for forwarding / transport in damaged form,
- 10) Included in ICC A.

Cargoes excluded from coverage may be accepted for insurance upon prior notification under individual terms.

In addition, the Insurer shall not assume responsibility for the following damages:

- 1) In case of lack of measure, weight or volume - within the limits of effective standards of natural loss, determined in accordance with effective regulations or accepted customs;
- 2) Resulting from natural use of the insured cargo or its defects or natural properties,
- 3) In case of loss of information stored on all types of data carriers, including magnetic and optical carriers,
- 4) Arising in the cargo being the second-hand thing for reasons arising from the current use of this thing,
- 5) Resulting from the intentional fault or gross negligence of the Policyholder,
- 6) Caused by the use of alcohol or driver's drunkenness or drug intoxication, after which the driver should not drive the vehicle - if transport was carried out by own transport, and in the case of commercial transport - if the Policyholder knew about it or exercising due diligence could find it out,
- 7) Caused by the use of improper means of transport, not adapted to the carriage of a particular type of cargo or of poor technical condition - if the transport was carried out by own transport, and in the case of commercial transport - if the Policyholder knew or, exercising due diligence, could find it out,
- 8) Caused by the unseaworthiness of a ship or floating craft, if the Policyholder knew about it or exercising due diligence could find it out,
- 9) Resulting from the lack of or insufficient packaging or packaging being not in compliance with applicable standards or customs accepted 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 carried out at the Policyholder's risk,
- 10) Arising as a result of improper loading, lashing and distribution of cargo on or in a means of transport or container - if these activities were performed by the Policyholder or if these activities were not carried out at the risk of the Policyholder,
 - 11) Arising during loading or discharging of cargo carried out:
 - a) By persons after using alcohol, being in state of inebriation or narcotic intoxication,
 - b) By persons without suitable licences and employed to perform these activities,
 - c) Using equipment which is not fully functional and/or does not have a valid technical examination certificate if the Policyholder was responsible for performing these activities or - if these activities were entrusted to other entities - the Policyholder knew or could, exercising due diligence, find out the above irregularities,
 - 12) Caused by strike risks in domestic transport, 13) Caused by war risks in domestic and road transport and international rail transport,
 - 14) Caused by a nuclear reaction or radioactive contamination regardless of the source of contamination,
 - 15) Arising as a result of seizure, detaining of cargo by public authorities authorized to do so,
 - 16) Resulting from a delay in transport,
 - 17) Arising as a result of insolvency or poor financial condition of owners, managers, charterers or ship owners.