

Responsibilities of the insuring party and the insured

1. If an unforeseeable event is discovered that may lead to a loss, which in turn may give rise to a claim under this Contract, the Insuring Party and the Insured shall:

- 1) use all available measures to recover the subject-matter insured (the load) and avert or minimize the damage (to the load).
- 2) immediately notify the Insurer in writing or via email. Notifications may be submitted via phone at 0048 22 557 51 39, via facsimile at 0048 22 557 49 21, or via email at szkody_gospodarcze@aviva.pl.
- 3) immediately notify the police if it is suspected that a loss, destruction or damage to the load occurred as a result of a deliberate action which purpose was to damage the load, or displays the traits of a misdemeanor or criminal act.
- 4) give to the Insurer or its appointed experts all explanations and submit all documents which may be necessary to determine the circumstances in which the damage has occurred, the Insurer's liability, and the amount of damages, whereas the Insuring Party and the Insured shall, based on their documents and at their own expense, prepare the estimate of the damage and prepare and send the claim to the Insurer.
- 5) to preserve the actual state of the unforeseeable event until the Insurer performs inspection or visual assessment or gives consent to remove the results of the damage, except for reasonable measures undertaken to secure property and prevent the damage from extending.
- 6) require the carrier or forwarder to prepare a load state protocol pursuant to applicable carriage law or other provisions regulating carriage contracts and take part in preparation thereof or, if the carrier or forwarder refuses to prepare such a protocol, to prepare its own protocol with two third parties which shall contain information on the causes of the damage, its value, and other relevant information.
- 7) hold the carrier, or other entity against which an action for damages may be pursued, responsible in writing for the damage by sending a notification or sea protest or performing other tasks to ensure that the Insurer may pursue the claims as per applicable laws, and then submit to the Insurer appropriate documentation and inform the Insurer of all known circumstances that may be relevant to assess the responsibility of the party against which the claim may be made.

2. The Insurer's representatives are authorized to:

- a) enter the storage site of the subject-matter insured or inspect the sites at which the damage occurred, as well as to secure or seize the damaged property.
- b) freely use the remnants of the damaged property on the stipulation that the damaged property may be left to the Insurer only upon the Insurer's consent.

3. If the Insuring Party, the Insured or the parties for which they are responsible fail to fulfill the obligation referred to in Item(1)(1) out of willful misconduct or gross negligence, the Insurer is released from liability for the damage.

4. If the Insuring Party, the Insured or the parties for which they are responsible breach the obligation referred to in Items (1)(2) and (1)(7), the Insurer may reduce the damages appropriately if the breach increased the damage or prevented the Insurer from establishing the circumstances and results of the unforeseeable event.

5. The Insurer may also file objections against the Insured, which may influence the liability of the Insurer under the insurance contract.