

# **INDUSTRY – COMMERCE – IMPORT/EXPORT BUSINESS**

General Terms and Conditions n° 274 b  
**September 2011 version**

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véa  
Fleet**

**Fleet and Transport Insurer**

## **Insurance contract**

### **General Terms and Conditions n° 274**

Legal provisions and duties of the Insurer and the Insured Party

### **Special Agreement n° 491**

Risk of war, terrorism and strike  
Extended cover

### **Special Agreement n° 492**

Risk of war, terrorism and strike  
Maritime cover (Waterborne)

It is comprised of:

- The General Terms and Conditions that state the legal provisions and list the duties that the *Insurer* and the *Insured Party* must respect,
- Declarations, as follows:
  - information relative to the *Insured Party*,
  - the list of covers operating on risk and their amounts based on declarations made by the *Insured Party*.
- Special Agreements where applicable.

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This contract is governed:

- By French Law and in particular, whether or not this is mentioned in the contract;
- By the provisions of Section VII of Book 1 of the Insurance Code for maritime and waterborne dispatch;
- By the provisions of articles L.111-1 to L.121-15 of the Insurance Code for overland and airborne dispatch;
- And the surveillance of the Prudential Supervisory Authority (*Autorité de Contrôle Prudentiel*), 61 rue Taitbout, 75436 Paris, Cedex 09
- As well as by these General Terms and Conditions, the Special Agreements and the Specific Conditions.

The terms written in italics in the contract defined in the present glossary are imperative to the contracting parties.

### **Collision**

Collision between seagoing vessels or seagoing vessels and internal navigation boats

### **Freighting**

Contract whereby the owner or exploiter of a vessel (the ship owner) places his vessel at the disposal of a third party (the charterer) with a view to transporting goods.

### **Ship owner**

The owner, charterer or manager of a vessel which he equips with a view to its operation.

### **Insured party**

The party taking out the insurance and/or natural persons or legal entities benefiting from the cover.

### **Insurer**

The Insurance Company(ies) designated in the Declarations.

### **Common damage**

Risk related directly to sea transportation, constituting any sacrifice and/or expenditure engaged in the common interest of the vessel and the cargo, proportionally distributed between the ship owner and the owner of the goods, even if undamaged.

### **Particular damage**

*Material damage* suffered by the insured goods.

### **Insurance certificate:**

(Additional Bank clause)

Document to bearer, required by banks, when opening a documentary credit, certifying that the goods are insured to the benefit of the party holding them.

### **Bill of lading**

Sea or river transport document serving the following functions:

- Proof of transport contract and of goods being placed on board, enabling the recipient to take delivery of them.
- Certificate representing the goods.

### **Premium**

The amount the party taking out insurance should pay in return for the cover granted.

### **Compulsory Revisable Subscription Contract**

Contract whereby the *Insurer* covers all shipments defined in the Declarations, and for which the premium is revised on the basis of variable elements fixed in the Declarations.

### **Compulsory Premium Contract**

Contract whereby the party taking out insurance undertakes to declare to the *Insurer* all shipments made for him or in executing a purchase or sale contract obliging him to take out insurance.

### **Optional Premium Contract**

Contract whereby the party taking out insurance has the option of declaring to the *Insurer* the shipments he chooses to insure.

**Temporary Contract**

Contract whereby the party taking out insurance takes out cover for a limited duration.

**Third party loading contract**

Contract whereby the party taking out insurance undertakes to declare to the *Insurer* all shipments made for a third party in the execution of an explicit order to insure.

**Documentary credit**

Contract whereby a bank, in conformity with a buyer's instructions, undertakes to pay the seller the price of his goods in return for certain documents such as:  
bill of lading, commercial invoice and certificate of insurance.

**Forfeiture**

Sanction whereby the *Insured Party* forfeits the right to cover for a loss where he fails to perform a duty or to perform it correctly.

**Abandonment**

Abandoning, with or without transfer of ownership, the goods to the *Insurer* in return for payment by him of the total value of the insurance.

**Material damage**

Material prejudice undergone by the *Insured Party* or any beneficiary of the insurance resulting in goods being damaged, missing or stolen.

**Immaterial damage**

Any prejudice resulting from the deprivation of entitlement to a right or the interruption of a service rendered by a person or personal or immovable property or loss of a benefit that is the direct consequence of a covered claim.

**Grounding**

A vessel being halted due to its keel accidentally hitting sand or rocks.

**Exclusion**

The legal or contractual provision under which certain events, goods or damage do not give a right to indemnity.

**FPA Except for...:(maritime insurance)**

Free of Particular Average, Except for... Formula whereby the insurance only covers goods with respect to certain limited risks listed in the contract.

**Franchise**

Portion of *Material damage* payable by the *Insured Party* in the case of a loss.

**Salvage costs**

Costs consecutive to measures taken to minimise losses (e.g.: handling, transport, storage costs, etc.) the cost of which is paid by the Insurers over and above compensation.

**Loss in transit**

Natural waste inherent to certain types of goods.

**Incoterms: (International Commerce Terms)**

Rules prescribed by the International Chamber of Commerce defining rights and duties of the parties with respect to international sales contracts.

**Stores**

Any place where the prepared goods are ready for immediate transportation as well as any place where the goods are put on arrival.

**Loading operations**

The operation comprising from the moment when the insured goods are moved in the stores right to the final point of departure, as well as during the voyage covered, for being immediately loaded on the transport vehicle (except own account transport).

**Unloading operation**

The operation comprising landing the goods insured during the voyage covered as well as in the stores of the recipient or their representatives instead of the destination of the voyage covered (except own account transport).

**Transport organisers**

Forwarding agent, freight forwarder.

**Party taking out insurance**

Natural person or legal entity signing the contract and undertaking to pay the premium.

**Salvage**

Product of the sale of damaged goods deducted from the compensation due.

**Loss and/or Claim**

Any event calling on the cover stipulated in the contract.

**Damage rate**

Comparison between the value of insured goods when sound at the place of destination and their value when damaged.

**Inherent defect**

Damage having its source in the nature of the insured object, independently of any influences independent of the object.

# 1. Purpose and Extent of the Insurance

## Article 1 - Purpose of the contract

The purpose of the present contract is to cover, under the conditions described below, the goods when take responsibility for by *transport organisers* and/or professional transporters (maritime, air, river, land) - including the Postal Administration - or transported by the *Insured Party* (if stipulated in the Declarations) against risks inherent to transport and under the above-defined conditions, in conformity with the regulations in force and recognised trade practice.

Goods transported by the *Insured Party* may be covered by the provisions of section 3 below.

## Article 2 – Goods insured

The present cover shall apply to new or used goods, prepared, wrapped or packed for shipment, as defined in the Declarations, when the *Insured Party* has an insurable interest or has received a specific order from a third party to provide insurance.

## Article 3 – Means of transport

### 3.1 - MARITIME SHIPMENTS

**The following shall be covered**

#### 3.1.1 - Goods loaded on regular line vessels.

Regular line vessels are those belonging to a *shipowner* who usually and regularly places them at the disposal of users following fixed itineraries on set dates, which are published in advance by the *shipowner*.

#### 3.1.2 - Goods loaded on all other vessels.

However for vessels 16 years of age or more, vessels with less than 500 GT and vessels that do not have the highest classification issued by a Classification Society which is a full member of the International Association of Classification Societies (I.A.C.S.), the cover shall be subordinated to the payment of an additional *premium* for the age, tonnage, classification defect and flag.

#### 3.1.3 - Further to the *Insurer's* agreement, goods loaded on board **vessels totally or partially chartered** on behalf of the *Insured Party*

However, the *Insurer's* prior agreement is not required for seagoing vessels under 16 years of age with greater than 500 GT that have the highest classification issued by a Classification Society which is a full member of the International Association of Classification Societies (I.A.C.S.).

For vessels of between 20 and 25 years old, the insurance cover may be accorded on condition that a prior notification is made to the *Insurer* of performing a partial charter and that the latter has given his agreement, the *Insurer* retaining the right to request an assessment of the vessel at *the Insured Party's* expense.

#### 3.1.4 - However, the cover shall only apply:

- if the transporting vessel holds the Safety Management *Certificate*,

- and if the Company holds the Document of Compliance, as prescribed by the modified SOLAS 1974 convention

Instituting the "International Safety Management Code known as the ISM".

- However, when the transporting vessel and the Company do not hold the above-listed documents, the situation of the vessel with regard to the ISM Code regulations shall not be opposed, either to the *Insured Party* or to the bearer of the insurance documents if he establishes that he could not, in the ordinary course of business, be aware of the situation.

- The term "Company" describes the owner of the vessel or any other organisation or person such as the bare boat managing *shipowner* or charterer to whom the owner of the vessel has entrusted the responsibility to exploit the vessel and who, by assuming the said responsibility, is discharged from the tasks and duties imposed by the ISM Code.

### **3.2 – AIR SHIPMENTS:**

#### **3.2.1 – Goods loaded on aircraft exploited on regular lines shall be covered.**

Aircraft exploited on regular lines means aircraft belonging to an air navigation Company which places them, usually and regularly, at the disposal of users following fixed itineraries and on dates set in advance.

3.2.2 – **Further to the Insurer's agreement**, goods loaded on **totally or partially chartered aircraft** for the *Insured Party* shall be covered.

3.2.3 – When, unbeknownst to the *Insured Party*, the above conditions relative to transporting aircraft are not met, **cover shall nevertheless apply, and the Insured Party shall be required to declare it to the Insurer as soon as he becomes aware of it, subject to payment of an eventual additional premium.**

### **3.3- LAND SHIPMENTS:**

The following shipments shall be covered:

- those entrusted to *forwarding agents* to be forwarded to professional rail and/or road transporters, including the Postal Administration,
- or directly entrusted to professional transporters.

### **3.4 – RIVER SHIPMENTS:**

The following shipments shall be covered: river shipments by barge or lighter or any other craft appropriate to that particular means of transport on waterways and surfaces classified navigable by the competent bodies.



# Article 4 - Damages guaranteed

The goods covered by the present contract shall be insured under “All Risks” conditions, except when otherwise stipulated in the Declarations

## 4.1 – ORDINARY RISKS

### 4.1.1 – Basic cover

#### a) “All Risks” Cover

**Material damage** to the insured goods shall be guaranteed, including loading and unloading operations as defined in the glossary.

All or part of the contents missing from a package are only payable by the *Insurer* if traces of forcible entry or breakages are reported in the forms set out in Article 19.1 of the present General Terms and Conditions; the disappearance of one or several whole packages shall only be payable by the *Insurer* if a certificate or any other document issued by the transporter establishing the reality of the non-delivery of the said package(s) is provided.

#### b) ” *FPA Except for...*” Guarantee - “Characteristic Accidents - Non delivery/total theft – falling during loading/unloading”

**Material damage** to the insured goods following one of the limited events listed hereafter shall be covered:

- shipwreck, capsize or *grounding* of the vessel or transport craft,
- *collision* of the vessel or transport craft against a fixed, movable or floating body, including ice,
- waterway obliging the vessel or transport craft to enter a port of refuge and unload all or part of its cargo,
- derailling, collision, spilling, falling or breaking a land transport vehicle,
- collapsing of buildings, bridges, tunnels or other works of art,
- breakage of dikes or canals,
- falling trees, landslides or avalanches,
- flooding, rivers overflowing ice breaking, tidal wave,
- volcanic eruption, earthquake, lightning, cyclone or characteristic waterspout,
- fire or explosion,
- falling aircraft, collision with an aircraft,
- non-delivery or total theft of a package (contents and packaging),
- fall of an insured package during maritime, air, land and/or river boarding or loading operations, embarking or loading, transshipment, disembarkation or unloading when carried out by forwarding agents and/or professional transporters

#### c) Cover for loading on deck or in superstructures:

The goods shall be covered when loaded on deck or in superstructures under the conditions of:

- Articles 4.1.1 a) or 4.1.1 b)

above, depending on the option chosen by the *Insured Party*, including the risk of being thrown into the sea, washed away by the sea, or falling into the sea, **if the vessel is equipped with the appropriate fittings,**

- Article 4.1.1 b) above if loading is done on a vessel **not equipped with the appropriate fittings, and when the *Insured Party* is aware of this.** Nevertheless, this cover can be extended, upon prior request, under the conditions of Article 4.1.1 a) above, including the risk of being thrown into the sea, washed away by the sea or falling into the sea, in return for an additional *premium*,

- Articles 4.1.1 a) or 4.1.1 b)

above, depending on the option chosen by the *Insured Party*, including the risk of being thrown into the sea, washed away by the sea or falling into the sea, if loading is done **on a vessel not equipped with the appropriate fittings, unbeknownst to the *Insured Party*.** The *Insured Party* must make his declaration as soon as he becomes aware of the loss.

**d) Cover for additional costs:**

The costs set out in the limited list hereafter shall be covered to the insured value when they result in a covered event:

- expenses reasonably incurred with a view to conserving the insured goods from covered *material damage* or limiting the same *material damage*,
- expenses reasonably incurred in the case of interruption or cancellation of a voyage, for unloading, warehousing, transshipment and routing of insured goods to the place of destination stipulated in the transportation contract, on condition that such costs were not incurred further to financial failings on the part of the owners, *shipowners* or charterers of the transporting vessel,
- the premium of the insured goods with respect to *common damages* and assistance expenses, the *Insurer* moreover accepting to substitute himself to the *Insured Party* to pay the provisional premium or guarantee payment of the premium for *common damages* and assistance expenses.

**e) Subsidiary insurance:**

• Counter- insurance

Shipments which are the object of a main insurance policy taken out with an organisation in the country of origin or destination shall be covered, the *Insured Party* being obliged to produce the *certificate of insurance* and/or main insurance contract.

The sole object of the present insurance contract is to cover *material damage* covered by the main insurance (other than those resulting from war and assimilated risks) in the case of its failure for the following reasons:

- error or bad faith on the part of the main *Insurer* in interpreting the contract,
- insolvability of the main *Insurer*,
- foreign exchange restrictions or impossibility to transfer funds, inasmuch as the restrictions or impossibility result from regulations or a state of affairs after the date of shipment.

The present counter-insurance shall take effect at the earliest possible date and ends at the same time as the main insurance.

Cover provided by the present counter-insurance shall not exempt the *Insured Party* from his obligation to assert his rights and pursue all requests to the main *Insurer* with a view to obtaining reimbursement for loss or damage. In the case where compensation had previously been paid by the counter-insurer, the *Insured Party* shall undertake to pay him the amount of the monies received or their counter-value.

The benefit of the present counter- insurance may be invoked when both the following conditions are met:

- On expiration of a period of **6 months** from presentation to the main *Insurer* of the complete dossier of complaint, with a copy of the documents also sent to the counter-insurer.
- When the *Insured Party* has provided proof of the failing to the main *Insurer* in the cases stipulated below.

All compensation paid to the *Insured Party* by the main *Insurer* or any other third party shall be deducted from the payment made under the present cover. The *Insured Party* receiving the compensation should subrogate the counter-insurer in all his rights, depending on the circumstances, to the seller or buyer, main *Insurer* or third parties. If the counter-insurer so requests, he should pursue recourse himself.

• Difference in conditions

Risks not covered or insufficiently covered by the contract taken out with the main *Insurer* when situated in the country of departure or destination shall be covered under the full conditions of the present contract. The present insurance shall be taken out in substitution of local insurance, and shall not constitute cumulative insurance.

- All other forms of subsidiary insurance shall also be guaranteed if they are mentioned in the Declarations.

The *Insured Party* shall undertake, subject to invalidity, not to make the benefits of the present subsidiary cover known, nor give them up to his co-contractors, the main *Insurer* or any other third party.

#### 4.1.2- Additional Guarantees

##### a) Cost of returning damaged goods

After agreement on the part of the *Insurer*, two-way transportation costs shall be covered for goods having undergone *damages* further to a covered *loss*. They should be returned to their place of manufacture to be restored to their original state.

##### b) Express return shipping costs

Following an event covered by the contract, and **after agreement on the part of the *Insurer***, the cost of air or land freight judged indispensable by the *Insured Party* for emergency replacement of a damaged or missing shipment shall be covered, even if the original shipment was made by other means. The costs shall be covered up to 10,000 Euros per *loss* and/or event.

##### c) Towing/clearing costs

Additional costs incurred by the *Insured Party* shall be covered when, further to one or several packages falling to the sea, a towing injunction is issued to him by the competent authorities.

The same shall apply to *losses* incurred on land with respect to the sole cost of clearing or dumping the damaged goods, **all other costs being excluded**.

This guarantee shall be granted for amounts up to 10,000 Euros per *loss* and/or uplift.

##### d) Returned goods

The following shall be covered:

- under the full conditions of the contract, goods returned to the shipper without the recipient having taken delivery of them, on condition that they had been insured by the present contract for the outward voyage.
- under the FPA Except for... conditions - Characteristic Accidents - Non delivery/total theft – Falling during loading/unloading in conformity with the provisions of - Article 4.1.1 b) above, the goods returned to the shipper after he has taken delivery, on condition that they were insured by the present contract for the outward voyage.

##### e) Goods shipped bare

Goods usually transported bare shall be covered by the full conditions of the contract.

**However, damages due to rust, oxidation, grazes, scratches and dents shall be excluded.**

##### f) Packaging cover

Shipping packages and packing materials shall be covered under the conditions of Article 4.1.1 b) above when they conform to usage and are adapted to the transportation of the insured goods and inasmuch as their costs are included in the basis of the *premium*.

#### 4.1.3 – Specific Clauses

##### a) Undelivered packages (maritime shipments)

In the case of non-delivery of one or several packages when unloading the vessel at the port of destination, the *Insurer* shall reimburse the insured value of the undelivered package(s) at the end of a period of three months from the date on which he receives a copy of the registered letter of reserve sent to the maritime transporter.

This regulation shall only intervene on condition that the beneficiary of the insurance produces, within the period, where no definite voucher exists with respect to the missing goods, either the provisional certificate of non-delivery, or any other document issued by the transporter confirming that the package(s) were truly not unloaded.

#### **b) Fire on land**

In the case of fire outside the French territory, whether inside or outside a warehouse, at the place of loading, transshipment or unloading, the contractual cover shall only apply if all other insurances covering the goods insured are exhausted.

#### **c) Foreign currency insurance**

Goods can be covered in foreign currency, inasmuch as such insurances are authorised by the laws and regulations in force.

In order to apply the commitments fixed in Euros under the Specific Conditions, the foreign currency shall be converted into Euros according to the exchange rate in force on the date of shipment. The *premium* shall be extracted and paid and the *losses* paid for in the given currency.

#### **4.2 – RISK OF WAR, TERRORISM AND STRIKE**

Goods are covered against the Risk of War, Terrorism and Strike in accordance with the Special Agreement covering goods against these same risks, if this is mentioned in the Specific Conditions.

#### **4.3 - INSURANCES UNDER THE CONDITIONS OF “INSTITUTE CARGO CLAUSES”:**

Shipments where the conditions of sale, *documentary credit*, or any other similar convention so stipulate, shall be covered under “Institute Cargo Clauses”. The most favourable conditions of the present contract shall not, however, be waived.

## **Article 5 – Territory covered**

Cover is effective in accordance with the national territory stated in the Specific Conditions.

## **Article 6 – Duration of the cover**

The *Insurer's* cover shall take effect when the goods are moved into the stores at the final point of departure of the insured voyage to be immediately loaded onto the transport vehicle and at moment of their being unloaded from the transport vehicle when being put down in the *stores* of the recipient or their representatives at the destination of the said voyage.

All deliveries of insured goods carried out by the *Insured Party* and any other beneficiaries of the insurance, their employees, or representatives before the moment when the insurance ends in compliance with the provisions of the present Article, ends the *Insurer's* cover.

In all cases, notwithstanding the provisions in Indent 1 of the present Article, cover shall end at the expiration of a period:

- for maritime shipments, of **60 days** as from the end of unloading the goods from the last seagoing vessel,
- for air shipments, of **30 days** as from the end of unloading the goods from the last aircraft,
- for river shipments, of **30 days** as from the end of unloading the goods from the last river boat,
- for land shipments, of **30 days** after the goods have been placed at the disposal of the recipient by the last land transporter.

Nevertheless, for packages entrusted to the Postal Administration, cover shall end when the recipient or any other beneficiary of the insurance gives discharge. The cover may not be prolonged for a period of over **15 days** from the date on which they were made available by the Postal Administration.

The insurance shall remain acquired on payment of an eventual additional *premium* for all modifications or prolongations of the normal duration of the insured voyage beyond the control of the *Insured Party* or beneficiaries of the insurance.

The deadlines stated in this article, may be extended under the terms of a special agreement and *premium*, on condition that the *Insured Party* has requested this prior to incurring the risk.

## Article 7 – Value of the insurance

The goods are covered in accordance with the following commercial value:

- purchasing contract: value of the invoice net of tax.
- sales contract: value of the invoice net of tax.
- other: actual price net of tax and/or expert's estimation.

To which is added the cost of transport where the total falls within the premium base.

Other costs, fees and taxes borne by the *Insured Party* are covered when they are mentioned in the Specific Conditions, in accordance with evidence to be provided in the event of a loss.

Used goods shall be insured according to their market value and/or expert's estimation.

## Article 8 – Proportional rule

The proportional rule for capitals decreed by Articles L 121- 5 and L 172- 10 of the “Code des Assurances” has been abrogated.

Nevertheless, the maximum commitment on the part of the *Insurer* shall remain that fixed in the Declarations.

# 2.Excluded risks

## Article 9 - *Exclusions*

### 9.1 – ABSOLUTE EXCLUSIONS

The following consequences shall be excluded in all cases:

9.1.1 - confiscation, fine, sequestration, requisition, violation of blockade, smuggling, provisional arrest, seizure and sale or other seizures; the *Insurer* also remaining uninvolved in the bond that may be supplied to free the insured goods from the said seizures,

9.1.2 - intentional or inexcusable fault on the part of the *Insured Party* and all other beneficiaries of the insurance,

9.1.3- *inherent defect* in the insured goods, worms and vermin unless contamination is undergone during the voyage and insured under “All Risks” conditions,

9.1.4 - influence of the atmospheric temperature, except where this results in one of the events listed exhaustively in article 4.1.1b,

9.1.5 - *loss in transit* while in use,

9.1.6 - absence, insufficiency or non-adaptation:

- of the preparation, the packaging or packing materials for the goods,

- of marks or numbers on the packages,

9.1.7 - rust, corrosion, oxidation, grazes, scratches and all *material damage* due to past use or exploitation for the used goods,

9.1.8 - erroneous instructions or insufficient data provided to transporters or transport auxiliaries by the *Insured Party* or any beneficiary of the insurance contract,

9.1.9 - direct intervention on the part of the *Insured Party* or a beneficiary of the insurance in transportation carried out by the forwarding agents and/or transport organiser, with the exception of acts tending, after *losses* to lessen *material damage*,

9.1.10 - obvious non-adaptation of the means of transport at the time of uplifting the goods,

9.1.11 - delay in shipment or arrival of the insured goods unless resulting from the events listed exhaustively in article 4.1.1b,

9.1.12 - difference in rates,

9.1.13 - ionising rays or radioactive contamination caused by nuclear combustibles or radioactive waste or by nuclear reaction,

9.1.14- radioactive, toxic, explosive, dangerous or contaminating properties of all nuclear plants, reactors or any connected nuclear equipment or component,

9.1.15 - all arms or machines using atomic fission or fusion or any other analogue atomic reaction, or nuclear energy, or any radioactive phenomenon or effect,

9.1.16 - radioactive, toxic, explosive, dangerous or contaminating properties of any radioactive matter.

The last exclusion shall not apply to radioactive isotopes other than nuclear combustibles being prepared, transported or stored, or when used to commercial, agricultural, medical or scientific ends or other peaceful uses.

Also excluded from the present contract shall be:

9.1.17 – the use of any chemical, biological, biochemical or electromagnetic arm

9.1.18 - the use or exploitation, with the intention of causing harm, of any computer or data processing equipment, program or computing software, computer virus or data transmission, or any other electronic system.

9.1.19 - the responsibility that the *Insured Party* or any other beneficiary of the insurance may have, whether of their own doing or with respect to the insured goods, with respect to third parties or joint contractors, on any grounds whatsoever,

9.1.20 - the consequences of obstacles introduced to be exploited or commercially operated by the *Insured Party* or other beneficiaries of the insurance.

9.1.21 - goods that are the object of prohibited or clandestine trade.

9.1.22 – all insurance services for or coming from entities, companies, organisations or legal entities from countries subject to embargo, sanctions, restrictions or prohibitions decreed by United Nations Resolution, European Union Regulation and/or French law.

## 9.2 – RELATIVE EXCLUSIONS:

Unless stipulated to the contrary, in return for *premiums* and *special franchises* fixed in the Declarations, the following shall be excluded:

### 9.2.1 *Material damage* resulting from:

9.2.1.1 – the accidental halting of the device regulating the temperature (for transport under controlled temperature),

9.2.1.2 – risk of war, terrorism and strike:

- civil war or war between different countries, hostilities, reprisals, torpedoes, mines and all other war machines and, generally, all war accidents and acts of sabotage and terrorism of a political nature or related to war,

- captures, takeovers, arrests, seizures, constraints or detention by any government or authority,

- riots, popular movements, strikes, lock-outs and other similar events, whether or not connected with professional conflicts,

- piracy of a political nature or connected to war,

- war arms or machines destined to explode by modification of the structure of the nucleus of the atom,

- scuttling or destruction ordered by the French authorities further to one of the above events.

### 9.2.2 – *non material damage* resulting from:

9.2.2.1 – lateness subsequent to one of the events listed exhaustively in article 4.1.1b,

9.2.2.2 – loss of operating subsequent to *material damage* covered.

# 3

## Transport for own account

### Article 10 - Nature of the cover

In accordance with the mention in the Specific Conditions, goods transported in vehicles owned and/or rented by the insured company are covered, as well as those of its employees used in the framework of the business activity covered under this contract under one of the insurance formulae below:

#### **10.1 – TO THE CONDITIONS OF ARTICLE 4.1.1. A) ABOVE “ALL RISKS” (INCLUDING MATERIAL DAMAGE OCCURRING DURING LOADING AND UNLOADING OPERATIONS FROM GROUND TO VEHICLE AND VICE-VERSA)**

**Theft cover is acquired when the theft of goods follows:**

- a) – an accident typified by one of those listed in article 4.1.1.b) above,
- b) – an assault and/or armed theft,
- c) – simultaneous theft of the vehicle and insured goods, or in the case of an articulated vehicle, the simultaneous theft of truck and trailer or semi-trailer and the insured goods,
- d) – a typical break-in to a transporting vehicle.

**However, the cover which is the subject of paragraphs c) and d) only applies under the following conditions:**

- the insured goods must not be visible from outside the vehicle; this provision does not apply where the vehicle is equipped with a protection grid,
- the insured goods must be placed in the luggage compartment of the vehicle when the transporting vehicle is so equipped
- the insured goods must be hidden by a baggage cover installed by the vehicle manufacturer, and more generally by any arrangement ensuring the non visibility of the insured goods,
- the vehicle must meet the following conditions:
  - comprise a rigid body,
  - be equipped with an electromagnetic key system that blocks the steering wheel or neutralises the vehicle's firing circuit,
- during the absence of the driver, no matter how brief, the above provision is duly activated, the doors and gates of the vehicle are locked, the windows completely closed and any other access duly locked,
- during days that are non working for any reason whatsoever, the present cover only applies when, in addition to the above provisions, the vehicle is parked in a closed and locked or guarded area.

#### **10.2 – TO THE CONDITIONS OF ARTICLE 4.1.1 B) ABOVE “FPA EXCEPT” TYPICAL ACCIDENTS - NON DELIVERY/TOTAL THEFT – FALL ON LOADING/UNLOADING**

Cover in respect of loading and unloading operations is limited to a typical fall following malfunction or rupture of the lifting gear when in operation from the ground to the vehicle and vice versa.



Subject to the formal respect of preventive measure described in article 10.1 above, cover for theft risk is acquired only in the case of simultaneous theft of the vehicle and the insured goods or, in the case of an articulated vehicle, the simultaneous theft of truck and trailer or semi-trailer and the insured goods.

## Article 11 – Duration of the cover

Except with a contrary agreement, the Insurer's cover commences with loading the goods onto the carrier's vehicle and ceases at the destination after unloading.

Cover of the goods once loaded applies during any halts or immobility of the vehicle or vehicles, prior to departure, during the journey and on arrival where such halts or immobility do not exceed a period of 72 consecutive hours per journey **and that the theft prevention conditions stated in article 10.1 of this contract are respected.**

## Article 12 – Specific additional exclusions

**Excluded in every instance:**

### **12.1 – MATERIAL DAMAGE TO THE INSURED GOODS THAT RESULTS FROM:**

- damp affecting goods loaded on open, not tarpaulin-covered vehicles, or where the tarpaulin is no longer waterproof as a result of wear, age or a lack of maintenance by the carrier;
- driving not authorised under currently applying laws and regulations for reasons of lack of or irregularity of the driving license, except where such driving is carried out by the *Insured Party's* employee without his knowledge;
- driving not authorised under currently applying laws and regulations for reasons of alcohol level, except where such driving is carried out by the *Insured Party's* employee without his knowledge;
- driving when the *Insured Party* is under the influence of medication, drugs, narcotics or similar products that are not medically prescribed;
- loading in excess of 20 % of the payload mentioned on the registration papers or not within the size limits provided for in the Highway Code.

### **12.2 – SHORTAGES AND LOSSES THAT DO NOT THE RESULT FROM ONE OF THE CASES OF THEFT LISTED IN ARTICLE 10.1 ABOVE.**

### **12.3 – MATERIAL DAMAGE RESULTING FROM LACK OF SERVICING BY THE CARRIER.**

## Article 13 – Notification of loss

In accordance with the provisions stated in article 23.1.3.2 below.

## Article 14 - Franchises

In accordance with the franchises set in article 24.1.2 below.

# 4. Duration of the contract

## Article 15 – Effect of the contract

The insurance contract shall be created when the parties reach agreement. The sole aim of the signature is to record their mutual commitment.

Cover shall apply as from the date of effect given in the Declarations, unless these bear a specific mention subordinating the effect of payment of the first *premium*.

The same provisions shall apply to all additional clauses to the contract.

## Article 16 – Duration of the contract

Unless a convention is drawn up contrary to the Declarations, the contract shall be taken out for a duration of **one year**.

Upon expiry, it shall be renewed by tacit renewal from one year to the next, unless one or other of the parties denounces by means of at least two months' notice before the yearly expiry date of the contract, which is specified in the Declarations, and according to the clauses defined in Article 17 above.

## Article 17 – Termination of the contract

Besides the faculty offered to the parties to terminate the contract annually at its main date of expiry according to the provisions of Article 16 above, it may also be terminated before the annual date in the cases and under the conditions defined hereafter:

### 17.1 - CONDITIONS:

#### 17.1.1 – By the *Insured Party* and the *Insurer*

1- In the case of transfer of property of the insured company (Article L 172-10 of the «Code of Assurance»).

2- In the case of definite termination of professional activity on the part of the *Insured Party* under the conditions defined in Article L 113-16 of the Insurance Code.

3- For optional, compulsory or Third Party Loading subscription contracts, termination is possible at any time on condition that **2 months'** notice is given.

#### 17.1.2 – By the *Insurer*

1- In the case of non- payment of the *premium* (Articles L 113-3, L 172-20 and L 172-21 of the «Code of Assurance»).

2- In the case of aggravation of the risk if the *Insured Party* refuses to increase the *premium* (Articles L 113-4 and L 172-3 of the «Code of Assurance»).

3- In case of omission or non-exactitude in good faith in the declaration of risk at the time of subscription or during the period covered by the contract (Articles L 113-9 and L 172-2 of the «Code of Assurance»).

4- After *losses* (Article R 113-10 of the «Code of Assurance») including for maritime shipments.

### Duration of the Contract

#### 17.1.3 – By the *Insured Party*

1- In case of a decrease in the risk during the period covered by the contract, if the *Insurer* does not consent to decreasing the amount of the *premium* (Article L 113- 4 of the “Code des Assurances”).

2- In the case of termination by the *Insurer* of another contract after *losses* (Article R 113-10 of the “Code des Assurances”) including for maritime shipments.

3 – In the event of increased *premium* under the terms of article 21.2 above.

4 – In the event of safeguarding procedures, legal adjustment of the *Insured Party*, with advice in compliance with the legal assignee.

#### **17.1.4- In full right**

1- In the case of total withdrawal of the *Insurer's* approval (Articles L 326-12 and L 172-22 of the "Code des Assurances").

2- In case of total loss of the goods on which the insurance rested when a loss is the result of an event not covered (Articles L 121-9 and L 172-22 of the "Code des Assurances").

3- In the case of requisition in the cases and under the conditions provided for in the legislation in force (Article L 160-6 of the "Code des Assurances").

#### **17.1.5- By the legal administrator**

In the event of a safekeeping or legal adjustment or legal winding up of the *Insured Party*.

### **17.2 - DEADLINES**

In the case of the following terminations, periods of notice shall be counted from the date of dispatch of the notification by the shipper, the postmark being taken as proof.

- termination on a yearly scale,

- termination in the cases in Paragraph 17.1.1 above,

- termination in the case of non-payment of the *premium* if the *Insured Party* resides outside metropolitan France.

In all other cases of termination, the periods of notice, where provided for, shall be counted as from the date of notification.

### **17.3 - PREMIUM**

In the case of termination for non- payment of the *premium*, the *Insured Party* shall owe the full amount of the yearly *premium* due. The part of *premium* afferent to the period included between the date of termination and the end of the year of insurance during which the termination takes place shall be received by the *Insurer*, as compensation.

In all other cases, the *Insurer* should reimburse the *Insured Party* the part of the *premium* afferent to the period during which the risks are no longer to be covered.

### **17.4 - METHOD**

When the *Insured Party*, his inheritors or the acquirer have the option to request termination, the *Insured Party* or all beneficiaries of the insurance may do so by choice, extra-judiciary act, registered letter or declaration in return for a receipt from the *Insurer's* representative designated in the Declarations (Article L 113-14 of the Insurance Code) including for maritime shipments.

Termination by the *Insurer* shall be notified to the *Insured Party* by registered letter sent to his last known place of residence.

### **17.5 - THIRD PARTY ACTING IN GOOD FAITH**

Suspension or termination notified by the *Insurer* shall remain without effect with respect to a **third party acting in good faith** to whom the *certificate of insurance* was remitted in virtue of a certificate prior to the *loss* and notification of the suspension or termination, but the *Insurer* shall have the right to request that the *Insured Party* provide him with reimbursement of the compensation paid by him to the third party bearer.

The *Insurer* shall be entitled to the *premium* afferent to the *certificate of insurance* transmitted to the said third party.

All the provisions of the present Article shall also apply to contracts taken out for third parties.

# 5. Declaration of risks

## Article 18 – Duties of the *Insured Party*

The *Insured Party* shall be obliged to declare the following to the *Insured Party*:

### **18.1 – ON TAKING OUT THE CONTRACT:**

His precise business and all elements known to him that will enable the *Insurer* to evaluate the risks to be covered.

### **18.2 – DURING THE PERIOD COVERED BY THE CONTRACT:**

Any modification or aggravation of the risk in the sense of Articles 113- 4 and L 172- 3 of the (French) Insurance Code.

Any false declaration or omission shall be subject to the sanctions provided for in Articles L 172-2 and L 172-3, and Articles L 113-8 of the Insurance Code (cancellation of the contract in the case of bad faith) and L 113-9 of the Insurance Code (reduction of compensation for *losses* in the case of good faith).

The *Insured Party* is required to inform the *Insurer*.

# 6. Premium

## Article 19 - Determining the basis of the *premium*

### **19.1 - NON REVISABLE *PREMIUM* CONTRACT**

The *party taking out insurance* should pay, on taking out the insurance, the *premium* fixed in the Declarations.

### **19.2 - REVISABLE *PREMIUM* CONTRACT**

The Declarations in the contract shall determine the variable elements comprising the basis of the *premium*.

The estimated annual *premium*, stated in the Specific Conditions, is the minimum *premium* due.

This *premium*, payable in advance, will be adjusted in full legality on each annual renewal date, the amount being, after adjustment, 100% equal to the definitive *premium*.

## Article 20 – Declaring revisable elements for the *premium*

The *Insured Party* shall undertake to declare to the *Insurer*, within **4 months** of the yearly expiry date, the revisable elements used as a basis for calculating the *premium*.

The *Insured Party* shall undertake to allow the *Insurer* to proceed at all times with verifications of his declarations and to inform him of all books and documents to be used for the said verification.

Should the elements to be revised not be supplied within the prescribed period, the *Insurer* may send the *Insured Party* formal notice, by registered letter, requesting that he satisfy the obligation within **10 days**. If, on expiry of this period, the declaration has still not been supplied, the *Insurer* may recover, subject to regularisation upon receiving the declaration, a provisional *premium* calculated on the basis of the last declaration, increased by **25%**.

In case of error or omission in declaring the revisable elements, the *Insured Party* shall be obliged to pay, over and above the amount of the definite *premium*, compensation equal to **50%** of the *premium* emitted.

If these errors or omissions are of a fraudulent nature due to their nature, importance or repetition, the *Insurer* may request that the *Insured Party* reimburse compensation already paid for losses, independently of the compensation provided for above (Article L 113-10 of the «Code of Assurance»). Should payment of the said *premium* not be made, the *Insurer* may take legal proceedings and/or suspend the cover and terminate the contract under the conditions provided for in Article 17 above.

## Article 21 - Payment and revision of the *premium*

### 21.1 – PAYMENT OF THE PREMIUM

The *premium*, accessory costs and taxes, the amount of which is specified in the Declarations, shall be payable at the *Insurer's* address or at that of his representative at the dates fixed in the contract. Fractioning the *premium* does not constitute novation to the *Insurer's* rights to the *premium* for the entire year.

For each year of insurance non-payment of a fraction of the *premium* shall entail full right to immediate payment of the further fractions.

Should payment of a *premium* or a fraction of a *premium* not be made within **10 days** of its due date, the *Insurer* may, independently of his right to pursue execution of the contract legally, suspend the cover by registered letter as formal notice to the *Insured Party's* last known premises **30 days** after having sent the letter (Article L 113- 3 of the «Code of Assurance»), including for maritime shipments.

### 21.2 – PREMIUM REVISION

Where the *Insurer* revises the tariff applying to risks covered by this contract, the premium shall, from the first future annual renewal date, be revised in the same proportion.

The *Insured Party* shall be informed and has the right, within 14 days following the date on which he became aware of an increase, to terminate the contract with a period of one month's notice, in the manner stated in article 17.1.2 above.

In the event of failure to terminate, the amended premium take effect from the renewal date.

The *Insurer* shall be entitled to terminate the contract **10 days** after expiry of the period of **30 days** given above by notifying the *Insured Party* either by registered letter as formal notice or by a further registered letter in conformity with Article 17.1.2 above.

# Article 22 – Contract Operating

## 22.1 - COMPULSORY REVISABLE SUBSCRIPTION CONTRACT

The *Insurer* shall automatically guarantee all shipments made by the *Insured Party* as defined in the Declarations.

## 22.2 - COMPULSORY SUBSCRIPTION CONTRACT

The *Insured Party* shall undertake to declare to the *Insurer*, and the *Insurer* shall undertake to accept, for the duration of the contract and as long as they are applicable, all shipments made for him or in execution of a purchase or sale contract obliging him to take out insurance.

The said shipments shall be covered automatically as from when they are exposed to the covered risks, under the formal condition that all risks are declared to the *Insurer* within 8 days at the latest of receipt of the necessary notifications.

## 22.3 - OPTIONAL SUBSCRIPTION CONTRACT

Declarations of all risks should be made to the *Insurer* before handing the goods over to *the forwarding agents* or professional transporters.

## 22.4 – TEMPORARY CONTRACT

The *Insured Party* shall undertake to declare to the *Insurer*, and the *Insurer* shall undertake to accept, for the duration of the temporary contract, all shipments made for him whenever he has an interest requiring to be insured.

Such shipments shall be automatically covered from such time as they are exposed to the covered risks, on the formal condition that all risks are declared to the *Insurer* before the beginning of the risks.

## 22.5 – THIRD PARTY LOADER CONTRACT

All shipments made for third parties having given the *Insured Party* explicit orders to insure, on condition that the *Insured Party* has an interest in insuring as broker, consigner or any other status.

The said shipments shall only be covered by virtue of the *Insurer* declaring all risks, their cover taking effect as from when they leave the warehouses in conformity with the provisions of Article 6 of the present General Terms and Conditions.

- the interest of the *Insured Party* only consisting in the execution of an order to Insure given by a third party shall not entitle application to the contract.

- Should the *Insured Party* not conform to the duties incumbent to him under the terms of the present Article and in consideration of which the subscription contract is taken out, all complaints produced under the authority of the contract shall be inadmissible de jure, whatever the date on which the event occurred. In this case, the *Insurer* may terminate the contract without delay and without prejudice of his right to request payment of the *premiums* afferent to non-declared shipments, and reimbursement of amounts paid by him for *losses* incurred after non-observation on the part of the *Insured Party* of the said duties.

- The *Insurer* may at any time request that the *Insured Party* produce his books and correspondence in order to check whether they are conform to his duties.

- The full declaration of risks shall be subject to all the conditions of the insurance contract, for which no derogation is possible.

# 7. Losses

## Article 23 – Duties of the *Insured Party*

### 23.1 - NOTIFICATION OF LOSSES

#### 23.1.1 – Deadlines

The *Insured Party* should declare *losses* to the *Insurer's* main office or that of his representative as soon as he becomes aware of them, and at the latest within **5 working days** (Article L 113-2 of the “Code des Assurances”) including for maritime shipments.

In the case of theft, the deadline for making the declaration shall be reduced to **48 hours**.

**Unless in fortuitous cases or acts of God, the *forfeiture* for late declarations may be opposed to the *Insured Party* if it is established that a late declaration causes prejudice to the *Insurer*.**

#### 23.1.2 – Form

The declaration of *losses* is made by any means in return for a receipt.

In the event of notification of a claim notified by telephone, the *Insured Party's* conversation with the *Insurer's* telephone staff may be recorded under arrangements for training or improving the quality of services while respecting the *Insured Party's* rights and private life.

Notification of a claim by telephone does not absolve the *Insured Party* from the duty to notify a claim in writing.

#### 23.1.3 – Content

##### 23.1.3.1 - Goods entrusted to transport auxiliaries:

The declaration should bear the necessary elements for the constitution of the dossier by the *Insurer*, viz.:

##### a) In all cases:

- an original copy of the *certificate of insurance* if issued,
- the original bill of transport (bill of lading, letter of air transport, or any other document certifying that the transporter was in charge of the goods),
- commercial invoice, invoices relative to miscellaneous expenses incurred and packing note where appropriate,
- details of the claim,
- delivery document signed by the recipient and/or report issued by the transporter.

Furthermore

##### b) In the case of particular losses:

- Claim Agent or expert's report made after hearing the transporter,
- copies of letters of reserve and all other correspondence sent to the transporters, and their replies,

##### c) In the case of non-delivered packages:

- certificate of non-delivery,

##### d) In the case of *common damages* (maritime and navigation on the Rhine):

- Documents transmitted to the *Insured Party* or beneficiaries of the insurance by the shipping line for verification and/or validation purposes by the *Insurer*.
- Average Bond (description and valuation of the goods boarded)
- Average Guarantee (guarantee of premium on the part of the *Insurers* with respect to *common damages*).

**e) In the case of total loss of a cargo due to loss of the vessel:**

- letter from the shipping line advising the recipient of the loss of the vessel.

**f) In the case of theft:**

- original or copy of the complaint.

**g) In the case of material damage as a consequence of loading or unloading operations carried out by the Insured Party and defined as such in the glossary:**

- the place, date and time of the loss,
- the circumstances of the occurrence of *material damage*,
- the address of the place where the damage can be seen,
- the evaluation, even approximate, of the cost of the *material damage*,
- the indication of the third party possibly responsible,
- the original invoice
- the claims invoice, which must show the details of the *material damage*,
- the original receipt for the theft notification
- the assessor's report (if appropriate).

**23.1.3.2 – Goods transported by the Insured Party:**

The declaration should include the necessary items for the dossier sent to the *Insurer*, viz.:

- the place, date and time of the *loss*,
- the circumstances under which *material damage* occurred,
- the nature of the *material damage*,
- the address of the place where the damages can be seen,
- the evaluation, even approximate, of the value of the *material damage*,
- eventual indication of a responsible third party,
- the original invoice,
- the claim invoice, which should bear details of the *material damage*,
- the original receipt for the declaration of theft,
- the expert's report (where appropriate).

**23.1.3.3** - The *Insurer* reserves the possibility to request any other document that could be of value for the examination of the claim..

## **23.2 - MEASURES TO BE TAKEN**

### **23.2.1 Conservation measures**

The *Insured Party* and all beneficiaries of the insurance should take reasonable care to conserve the goods.

They should notably take all conservatory measures with a view to preventing or limiting losses, **under penalty of reduction of the compensation or forfeiture of the right to compensation, with respect to the prejudice caused to the Insurers by their inaction.**

In the case of failure to perform the said duties, the *Insurer* may substitute himself to take the measures necessary in the situation without however acknowledging the fact that his cover applies.

### **23.2.2 – Maintaining rights to recourse**

The *Insured Party* should also take all necessary measures to maintain his rights to recourse against transporters and all other responsible third parties, specifically by notifying them of the necessary reserves in the form and within the deadlines provided for in international conventions, laws and regulations applicable, and to enable the *Insurer*, where applicable, to undertake any action he deems necessary.



### **23.2.3 - Ascertaining the losses**

Upon arrival of the goods at the place of destination of the voyage and in the case of *losses* making it necessary to call on the guarantees in the contract, the *Insured Party* or the beneficiaries of the insurance shall be obliged:

- either to advise the *Insurer* immediately by all available means, in order that he may designate a Claim Agent or assessor with a view to making a joint survey of the *material damage*,
- or to directly request the intervention of the Claim Agent within **3 days** of the end of the guarantee, excluding public holidays.

In the case of a second assessment, this should be conducted jointly within the **15 days** following the first assessment.

In the case of theft, the *Insured Party* or the beneficiaries of the insurance should file a complaint with the local police authorities within **48 hours** of the theft or the ascertainment thereof.

### **23.2.4 – Exemption of survey**

Unless a convention to the contrary is stipulated in the Declarations, the *Insured Party* shall not be required to appeal to a Claim Agent or expert when the value of *material damage* is less than **3,000 EUR**.

## **23.3 - SANCTIONS**

Non-execution of the duties listed above may entail, according to the circumstances:

- **reduction of compensation in the case of non-respect of one of the duties provided for in Articles 23-2-1 and 23-2-2 above,**
- **and/or forfeiture of the right to compensation in the case of non-respect of one of the duties provided for in Article 23-2-3 above.**

**In all cases, the *Insured Party* having made an inaccurate declaration in bad faith with respect to the *losses* shall be denied the benefit of the insurance.**

# Article 24 - Duties of the *Insurer*

## **24.1 - REGULATION WITH RESPECT TO MATERIAL DAMAGE**

### **24.1.1 - Determining the amount of compensation to be paid by the *Insurer***

**a) In the case of partial *material damage*, the compensation due by the *Insurer* shall be equal to:**

- either the amount of the cost of restoring the goods to their initial state if repairs can be envisaged,
- or the product of a *damage rate* applied to the insured value.

b) Destruction, theft or goods missing:

- according to the insured value of the goods.

c) In all cases, insurance compensation shall also include assessor's expenses and fees and other expenses covered in Article 4-1-1 d) above.

### **24.1.2 – Franchises**

Franchises are stipulated in the Declarations and shall apply per *claim*.

However, and unless there is an alternative agreement, the settlement of *claims* made by the *Insured Party* under the goods transported cover provided for in section 3 above, shall be paid after deduction of the *franchises* stated below. To calculate these *franchises*, the corresponding percentage shall be applied to the amount of the indemnifiable damage determined by the provisions of the insurance contract:

- Characteristic Accidents: no *franchise*
- Theft: 15%,
- Other *material damage*: 10%.

#### **24.1.3 - Payment of the insurance compensation**

Compensation due with respect to the present contract shall be paid within **30 days** of receipt of all the documents constituting the *losses dossier*.

#### **24.2 - ABANDONMENT**

*Abandonment* of insured goods may be effected under the following circumstances only:

- in the case of loss without notification of the means of transport, after a period of **3 months** from the presumed date of disappearance,
- if, after a period of **3 months** from the date of non-navigability of the vessel, the goods cannot continue their voyage by another means of transport,
- if the value of the *material damage* is at least **75%** of the insured value.

Compensation shall be due if one of the above conditions is met, but the *Insurer* shall reserve the right to accept or not the transfer of ownership.

#### **24.3 - COMPENSATION WITH THE PREMIUM**

All *premiums* due by the *Insured Party* shall be paid by the *Insurer* with the insurance compensation. However, when the contract or *certificate of insurance* has been transmitted to a third party acting in good faith in virtue of a certificate prior to the *loss*, the *Insurer* may only compensate the *premium* afferent to the contract or *certificate*, but this compensation shall only be opposable to the third party acting in good faith bearing the insurance certificate if the possibility to compensate in the case of non-payment of the *premium* afferent to the insurance certificate is the object of a specific mention.

## 8. Other provisions

### Article 25 - Subrogation

In conformity with Articles L 121-12 and L 172-29 of the «Code of Assurance», the *Insurer* shall be subrogated to the amount of the compensation paid by himself in rights and actions against all third parties responsible for the *losses*.

The *Insurer* shall be discharged of all or part of his cover in the case where the subrogation can no longer operate in his favour due to the *Insured Party*.

### Article 26 – Multiple or accumulated insurances

The *Insured Party* must inform the *Insurer* of the existence of other insurances covering the same risks as the present contract.

When several insurances are taken out without fraud, each of them shall produce its effects in the limit of cover in the contract and respecting the provisions of Articles L 121-4 and L 172-30 of the «Code of Assurance», whatever the date on which the insurance was taken out.

Within those limits, the beneficiary of the contract may obtain compensation for his *material damage* from the *Insurer* of his choice.

## Article 27 - Prescription

All actions derived from the present contract are prescribed for **2 years** from the event giving rise to them under the terms of Articles L 114-1, L 114-2 and L 172-31 of the «Code of Assurance».

## Article 28 - Competence

In the case of dispute as to the execution of the present contract, the *Insurer* may only be assigned before the Tribunal of the place of underwriting of the contract.

## Article 29 – Co-insurance

In the case of co-insurance, the cover of each *Insurer* shall be limited, in the regulations for *losses*, to his share as fixed in the Declarations, no solidarity existing between them.

Management of the present contract shall be entrusted to the leading insurer in such a way that all relations between the *Insured Party* and the *Insurers* take place through his sole mediation. The measures and decisions taken by him shall commit all the *Insurers*.

## Article 30 - Non-opposability of *forfeitures*

No *forfeiture* motivated by an omission on the part of the *Insured Party* to fulfil his duties, committed after the *loss*, shall be opposable to the injured parties or their entitled beneficiaries. The *Insurer* shall nevertheless retain the faculty to exercise action against the *Insured Party* for reimbursement of all amounts paid by him or reserved for him.

## Article 31 - Data Protection Law

Personal data that the *Insured Party* has communicated to the *Insurer* (by telephone, electronic message or any other means) is essential to the IT systems handling contract management, and may, while respecting the *Insurer's* duties towards its partners, also be used for commercial purposes, except where the *Insured Party* objects to this.

Such data may also be the subject of specific handling and information to the competent bodies in the framework of legislative or regulatory provisions, in particular in relation to the fight against money laundering and financing terrorism.

Data may be registered for purposes of training the *Insurer's* staff within the framework of managing claims.

They may be used by *Insurer's* authorised agents and partners, reinsurers and business organisations.

The *Insured Party* may at any time exercise his rights to oppose, to communicate, rectify, and delete his personal data, by means of a letter addressed to COVEA Fleet, Quality Department, 160 rue Henri Champion, 72035 Le Mans, FRANCE.

# Article 32 - Consumer Relations and Mediation

In the event of difficulty encountered in applying the present contract, the *Party taking out insurance* should:

- first of all consult his insurance adviser,
- if the difficulties are not resolved,

he should contact: COVÉA FLEET Quality Department, 34, place de la République, 72035 Le Mans Cedex 1, FRANCE.

The said department shall assist him to find a solution. If an agreement is still not found, he may ask the mediator for an opinion. The body responsible for controlling the COVÉA FLEET companies is the Prudential Supervisory Authority (*Autorité de Contrôle Prudentiel*), 61, rue Taibout, 75436 Paris Cedex 09.