

GENERAL CONDITIONS OF INSURANCE FOR SHIPMENTS SENT BY BUSINESS CLIENTS

Type of information	Editorial unit
Conditions for payment of compensation and other benefits	§ 7–8
Limitations and exclusions of liability of the insurance company entitling to deny payment of compensation and other benefits or to reduce its amount.	§ 2 (21), § 3 (3) § 4, § 5, § 6, § 7 (3), § 8 (7)

GENERAL PROVISIONS
§ 1

1. These "General Insurance Terms and Conditions for shipments sent by a business client", hereinafter referred to as T&C, shall apply to the "General insurance agreement for shipments sent by a business client", hereinafter referred to as the "**Agreement**", concluded between Poczta Towarzystwo Ubezpieczeń Wzajemnych, hereinafter referred to as the **Insurer**, and Poczta Polska S.A., hereinafter referred to as **the Policyholder**.
2. These T&Cs regulate the rules according to which the Insurer covers business clients sending shipments through the intermediary of **the Policyholder**.

DEFINITIONS
§ 2

The terms used in these T&Cs shall mean:

- 1) **EMS** – a service provided by the Policyholder under the terms of the "Regulations for Provision of EMS Postal Service in Foreign Trade";

- 2) **Business Client/Sender** – an entity that sends shipments through the Policyholder under a written postal service agreement;
- 3) **Recipient** – the addressee or other person authorized to receive the shipment;
- 4) **PREMIUM parcel** – service provided by the Policyholder according to the rules defined in the "Principles of carrying out non-universal postal service PREMIUM parcel in international traffic";
- 5) **Paczka EKSTRA24, PACZKA24, PACZKA48** – a service provided by the Policyholder according to the rules defined in the "Terms and conditions of non-universal postal services of Paczka EKSTRA24, PACZKA24 and PACZKA48 in domestic traffic";
- 6) **Pocztex** – a service provided by the Policyholder on terms specified in the "Regulations of providing the Pocztex service in domestic traffic";
- 7) **Pocztex Procedure** – a service provided by the Policyholder under the rules defined in "Principles of performance and use of non-universal postal service Pocztex Procedure provided on the basis of a written agreement in domestic traffic";

- 8) **a person seeking insurance cover** – a person who has expressed to the insurance agent his will to undertake actions aiming at the conclusion of an Agreement by him/her;
- 9) **postal receipt** – a section of the address label, a paper version of the shipping book or a file with data about the shipped shipments, confirmed by the Policyholder;
- 10) **shipment examination report** – document prepared by the Policyholder’s representative with participation of the Receiver, when checking the condition of shipment content. In case of EMS and Premium Parcel the shipment examination report shall be regarded as a document prepared in the presence of the Sender or a person authorized to receive the shipment at the moment of delivery of the return shipment;
- 11) **shipment** – items accepted for delivery as part of the Pocztex service or Pocztex Procedure or Paczka EKSTRA24 or PACZKA24 or PACZKA48 or Paczka PREMIUM or EMS;
- 12) **regulations** – respectively: Regulations for the provision by the Policyholder of the Pocztex or Paczka EKSTRA24 or PACZKA24 or PACZKA48 or EMS service or “Rules for performance and use of the non-universal postal service Pocztex Procedure provided on the basis of a written agreement in domestic traffic” or “Rules for performance of the non-universal postal service Paczka Premium in foreign traffic”;
- 13) **force majeure** – an unforeseeable event that could not be prevented, resulting in a loss;
- 14) **premium** – payment due to the Insurer from the Policyholder on account of the insurance cover provided;
- 15) **sum insured** – upper limit of the Insurer’s liability for loss occurring in the shipment;
- 16) **loss** – a loss in the property of the Insured consisting of a loss of shipment or an impairment or damage of its contents, occurring while the insurance coverage is being provided by the Insurer;
- 17) **total loss** – loss in which the cost of restoring to the previous state exceeds 70% of the actual value of the shipment from the day of the loss occurrence in an undamaged condition;
- 18) **partial loss** – loss in which the cost of restoring to the previous condition does not exceed 70% of the actual value of the shipment on the day of the loss occurrence in an undamaged condition;
- 19) **Insured** – the sender of the shipment who has entered into an agreement with the Policyholder for the provision of postal services and has joined the Agreement on his/her account;
- 20) **lost profits** – profits which could have been achieved by the Insured if the loss had not been caused to him;
- 21) **actual value of the shipment** – the value that corresponds to the costs of restoring the contents of the shipment to a new condition, reduced by the value resulting from the current level of operational wear and tear, and in case of documents - the cost of producing new documents or their duplicates. The degree of wear and tear shall be defined in accordance with the table below:

Age subject	Degree of operational wear and tear	
	Audiovisual and electronic equipment	Other items
1-2 years	20%	10%
2-3 years	40%	20%
3-4 years	60%	30%
4-5 years	80%	40%
5-6 years	80%	50%
6-8 years	80%	60%
8-10 years	80%	70%
Over 10 years	80%	80%

SUBJECT MATTER AND SCOPE OF INSURANCE

§ 3

1. The insurance covers loss caused to the Insured consisting of loss, damage or impairment in a shipment.

2. Subject to the provisions of section 3 below, the subject of insurance under these General Terms and Conditions shall be shipments entrusted to the Policyholder for delivery, in respect of which the Policyholder made a declaration of intent to indemnify the shipment by selecting an insurance option in accordance with the provisions of § 5 and paid the premium to the Insurer, by transferring the premium to the Insurer in accordance with the agreement referred to in § 1 section 1.
3. Insurance coverage is not provided for shipments:
 - 1) the contents of which consist of coins, banknotes, securities, platinum, gold, silver, jewelry, precious stones;
 - 2) that contain or have contained items that, according to the regulations, could not be the subject of the shipment;
 - 3) declared to be worth more than PLN 100.

§ 4

Subject to the cases specified in § 6, the insurance coverage shall include:

- 1) in relation to shipments Pocztex, Pocztex Procedure, Paczka EKSTRA24, PACZKA24, PACZKA48 – losses consisting in:
 - a) loss, damage or impairment the shipment content, occurring in the time between acceptance of the shipment by the Policyholder for the purpose of its delivery, and the moment of delivery to the Receiver,
 - b) loss, damage or impairment of shipment content occurring during its return to the Sender when the Recipient has not collected the shipment;
- 2) in reference to EMS and PREMIUM shipments – losses consisting in:
 - a) loss of a shipment occurring during the time between acceptance of the shipment by the Policyholder for delivery and the moment of delivery to the Receiver,
 - b) damage or impairment of content of an undelivered shipment returned to the Sender.

SUM INSURED AND PREMIUM

§ 5

1. For shipments:
 - 1) Pocztex, Paczka EKSTRA24, PACZKA24 and PACZKA48 the insurance sum for the shipment is defined by the Insured, guided by the actual value of the shipment, by choosing one of the five options below:
 - a) Variant U2 – PLN 5000.00,
 - b) Variant U3 – PLN 10,000.00,
 - c) Variant U4 – PLN 20,000.00,
 - d) Variant U5 – PLN 50,000.00,
 - e) Variant U6 – in excess of PLN 50,000.00, not more than PLN 250,000.00;
 - 2) Pocztex Procedura the sum insured for the shipment is determined by the Insured, guided by the actual value of the shipment, by choosing one of the following six options:
 - a) Variant U1 – PLN 1000.00,
 - b) Variant U2 – PLN 5000.00,
 - c) Variant U3 – PLN 10,000.00,
 - d) Variant U4 – PLN 20,000.00,
 - e) Variant U5 – PLN 50,000.00,
 - f) Variant U6 – in excess of PLN 50,000.00, not more than PLN 250,000.00;
 - 3) PREMIUM shipment .The sum insured for the shipment is determined by the Insured, guided by the actual value of the shipment, by choosing one of the following nine options:
 - a) Variant U1 – PLN 200.00,
 - b) Variant U2 – PLN 500.00,
 - c) Variant U3 – PLN 1000.00,
 - d) Variant U4 – PLN 2000.00,
 - e) Variant U5 – PLN 5000.00,
 - f) Variant U6 – PLN 10,000,
 - g) Variant U7 – PLN 20,000,
 - h) Variant U8 – PLN 50,000,
 - i) Variant U9 – in excess of PLN 50,000.00, not more than PLN 250,000.00;

- 4) The EMS sum insured for a shipment is determined by the Insured, guided by the actual value of the shipment, by choosing one of the following four options:
 - a) Variant U1 – PLN 1000.00,
 - b) Variant U2 – PLN 10,000.00,
 - c) Variant U3 – PLN 50,000.00,
 - d) Variant U4 – in excess of PLN 50,000.00, not more than PLN 250,000.00.
2. In case of shipments by PocztaTex in services other than Courier 48, for which the Sender had chosen Variant U2 or had not chosen any of the options indicated in section 1 point 1 letter a or had not paid the premium fee to the Policyholder, the sum insured is equal to 5 000,00 PLN and the Insured is not charged for insurance premium.
3. In the case of shipments Paczka EKSTRA24, PACZKA24, PACZKA48, PocztaTex in Kurier 48 service, for which the Sender had not selected any of the options indicated in section 1 point 1 or had not paid the Insurer for the insurance premium, the insurance sum is equal to 1 000,00 PLN and the Insured is not charged for the insurance premium.
4. The premium is based on the amount of coverage selected and the applicable premium rate.
5. The Insurer shall be entitled to a claim for payment of premium only against the Policyholder.
 - 1) in writing to the following address: Poczta Towarzystwo Ubezpieczeń Wzajemnych, 17 Graniczna Street, 26- 600 Radom; or
 - 2) electronically to: pocztex@ubezpieczeniapocztove.pl.
5. Failure to notify the Insurer about the occurrence of the loss shall not have any consequences if the Insurer, within the period specified in section 2, received information about circumstances which should have been notified.
6. The Insured shall provide:
 - 1) written notification of loss containing the company and address of the registered office of the Insured or the company and address of residence of the Insured acting as a natural person running a business activity along with a contact phone number;
 - 2) postal receipt or, if the postal receipt is lost, destroyed or surrendered to the Insurer, a statement that the Insured is not seeking compensation from another insurer or under another insurance policy for the loss, along with the reason why the postal receipt cannot be provided to the Insurer;
 - 3) documents confirming the fact of occurrence and the value of the loss (including - at the request of the Insurer - photographic documentation of the subject of shipment);
 - 4) the original or a copy of the shipment examination report (if drafted) subject to section 8.
7. If necessary, the Insured shall enable the Insurer's representative to carry out activities aimed at determining the cause and extent of the loss.
8. If the Insured is unable to provide the report referred to in section 6 item 4, the Insurer shall obtain a copy of the report from the Policyholder.
9. Notifications and statements of the Insured shall be forwarded to the address of the Insurer indicated in section 4.

EXCLUSIONS OF LIABILITY

§ 6

Insurer is not liable for:

- 1) losses due to a defect in an item constituting the contents of the shipment;
- 2) losses due to normal wear and tear of the item constituting the contents of the shipment;
- 3) loss of information recorded on all types of data and information media;
- 4) losses resulting from the natural characteristics of the item constituting the contents of the shipment, such as: deterioration, spontaneous combustion, lack of measure or weight within the limits of natural impairment norms;
- 5) losses caused as a result of willful misconduct or gross negligence of the Insured, unless the loss is caused as a result of gross negligence of the Insured, and the payment of compensation is appropriate under the given circumstances;
- 6) losses caused by the Recipient;
- 7) losses resulting from sending the shipment in violation of the regulations in force on the day of sending the shipment;
- 8) losses caused by force majeure;
- 9) losses caused by war, state of emergency, strikes, riots, unrest, acts of terrorism and sabotage;
- 10) losses resulting from a nuclear reaction or radioactive contamination;
- 11) losses caused by taking, seizing, detention of the shipment by state authorities authorized to do so;
- 12) lost profits.

DUTIES IN THE EVENT OF LOSS OCCURRENCE

§ 7

1. The Insured may notify the Insurer about the occurrence of the loss at any time, subject to the obligation set out in section 2. The Insured's failure to fulfil the obligation set out in section 2 shall not release the Insurer from the duty to investigate the circumstances necessary to determine the Insurer's liability or the amount of benefit.
2. In the event of a loss occurring consisting in an impairment or damage to the contents of the shipment, the Insured shall be obliged to notify the Insurer immediately, but no later than within 7 days from the day on which he/she obtained information about the loss.
3. In the event of violation of the obligation referred to in section 2 above, either willfully or with gross negligence, the Insurer may adequately reduce the benefit, if such violation contributed to increasing the loss or made it impossible for the Insurer to determine the circumstances and consequences of the occurrence.
4. The notification referred to in paragraph 1 may be given:

METHOD OF DETERMINATION AND PAYMENT OF COMPENSATION

§ 8

1. The amount of compensation is determined in gross value (including tax on goods and services), unless the content of the shipment is not taxed on goods and services. If the Insured is entitled to tax deduction on goods and services, the amount of compensation shall be reduced in the scope in which the Insured is entitled to deduct such tax.
2. In case of partial loss, the amount of compensation shall be determined as the cost of restoring the contents of the shipment to their undamaged state on the day of the loss occurrence.
3. The cost of restoring the content of the shipment to its condition prior the occurrence of the loss shall be determined according to average prices from the day of the loss occurrence, applicable in the place of residence or registered office of the Insured.
4. In case of a total loss, the amount of compensation shall be determined as the difference between the actual value of the shipment in an undamaged condition and the value of the remains on the day when the loss occurred.
5. The value of the remains should correspond to their market value and is determined individually taking into account the nature and scope of damage or impairment of shipment's contents.
6. If the content of the shipment was not a single item, the value of loss shall be determined for each of the items comprising the content of the shipment, with the reservation that the item shall also be considered its component parts within the meaning of the Civil Code.
7. The compensation due to the Insured shall be reduced by the compensation paid to the Insured by the Policyholder for non-performance or undue performance of the postal service.

§ 9

1. Insurer is obliged to pay the due compensation within 30 days from the date of receiving the loss notification.
2. Compensation shall be paid to the bank account indicated by the Insured or by postal order to the Insured's address.
3. If clarification of the circumstances necessary to determine the Insurer's liability or the amount of compensation is not possible within the timeframe referred to in section 1, the Insurer shall pay the compensation within 14 days from the day in which clarification

of the circumstances was possible with due diligence, however the undisputed part of the compensation shall be paid by the Insurer within the timeframe provided for in section 1. The Insurer shall notify the Insured about this fact.

COMPLAINTS AND DISPUTES

§ 10

1. The Policyholder, the Insured or the person seeking insurance coverage, hereinafter referred to collectively as the “complainant”, shall have the right to file a complaint containing objections regarding the services provided by the Insurer, including in particular the determination of liability, validity of the claims made or the value of the compensation.
2. A complaint may be submitted to any unit of the Insurer providing services to the persons indicated in section 1.
3. A complaint may be filed:
 - 1) in writing – in person, at the Insurer’s unit providing services to persons referred to in section 1 or by mail in the meaning of art. 3 item 21 of the Act of 23 November 2012. – Postal Law;
 - 2) orally - by phone or personally on record during a visit in the unit referred to in paragraph 2;
 - 3) in electronic form using electronic means of communication:
 - address poczta@ubezpieczeniapocztowe.pl,
 - via the website: www.ubezpieczeniapocztowe.pl.
4. The Insurer shall respond to the complaint in paper form or by means of another durable medium. Only at the request of the complainant may the Insurer provide an answer by e-mail.
5. The Insurer shall respond to the complaint without undue delay, but not later than within 30 days from the date of its receipt. It is sufficient to send the response before the deadline.
6. In particularly complicated cases, which make it impossible to investigate the complaint and provide an answer within the time limit referred to in section 5, the Insurer shall, in the information letter provided to the complainant:
 - 1) explain the reason for the delay;
 - 2) indicate the circumstances that must be established for the consideration of the case;

3) specify the expected time limit for handling the complaint and providing a response, which may not exceed 60 days from the date of receipt of the complaint.

7. A person submitting a complaint who is a natural person has the right to apply for the case to be reviewed by the Financial Ombudsman, in particular in the case of: failure to consider the claims of the person submitting the complaint or failure to perform actions resulting from a complaint reviewed in accordance with the request of the person submitting the complaint within the time limit specified in the response to the complaint (not longer than 30 days from the date of the response).
8. At the request of a complainant who is a natural person, a dispute with the Insurer may be subject to out-of-court dispute resolution between the client and the financial market entity conducted by the Financial Ombudsman (detailed information in this regard is available on the website of the Financial Ombudsman: <https://rf.gov.pl>).
9. A claim litigation under the Agreement may be brought either in accordance with the provisions on general jurisdiction, or before a court having jurisdiction over the place of residence or registered office of the Policyholder, the Insured or the person entitled under the Agreement and over the place of residence of the Insured’s heir or the person entitled under the Agreement.

FINAL PROVISIONS

§ 11

1. The insurer is subject to the supervision of the Financial Supervision Commission.
2. In matters not regulated herein, the provisions of Polish law, including the Civil Code, the Insurance and Reinsurance Act and other applicable legal acts shall apply.
3. These T&Cs were approved by Resolution No. 28/2021 of the Board of Directors of Postal Mutual Insurance Company dated 9 March 2021 and come into force on 15 March 2021.