# Conditions of cargo insurance

# 1. LOSS EVENTS. INSURANCE RISKS.

- 1.1. The insurance risk is the estimated event for which the insurance is carried out.
- 1.2. A loss event is an event, with the occurrence of which the Insurer is obliged to make an insurance payment to the Insured/Beneficiary.
- 1.3. Cargo that is property (goods/raw materials) with less than 5 days elapsed between the date of manufacture/issue and the date of delivery of the Cargo Transportation Order using the Service iSales 5 (five) calendar years (regardless of wear and tear (signs of wear and tear) or operation of the equipment according to functional purpose), insured under conditions "With responsibility for all risks" in accordance with Clause 3.3.1 of the Insurance Rules, except for cases stipulated in Clause 2 of these Insurance Conditions.
- 1.4. Cargo that is property (goods/raw materials) with 5 (five) calendar years or more (regardless of wear and tear (signs of wear and tear) or functional use of the property) from the date of manufacture/issue to the date of the Order for cargo transportation using the Service iSales are insured against the risk of loss, death or damage of all or part of the cargo resulting from:
  - a) fire or explosion;
  - b) running aground, landfall, flooding or overturning;
  - c) aircraft crash, overturning or derailment of a ground vehicle;
  - d) cutting-in of a vehicle or freight on that vehicle with any external object;
  - e) missing sea, river or air vehicles with cargo;
  - f) natural disasters:
  - g) flushing the cargo with a wave from the side of the ship;
  - h) throwing cargo overboard when donating cargo in general accident;
  - i) cargo scrubbing with sea water;
  - j) cargo drop during loading and unloading, reloading;
  - k) theft or intentional damage to the cargo or its part;
  - I) road vehicle accident.
- 1.5. In addition, expenses for payment of necessary and expedient measures to rescue the insured cargo and reduce losses, including costs incurred for this purpose for transshipment and repackaging of the cargo, are compensable if the event that occurred, resulting in the occurrence of losses, is recognized by the Insurer as a loss event.

## 2. INSURANCE EXCLUSIONS.

- 2.1. Are not a loss event and are not compensable by the Insurer for losses due to:
- 2.1.1. war, hostilities, maneuvers, exercises or other military activities of any kind or any actions by or against warring powers, civil war, revolution;
- 2.1.2. collisions with mines, bombs (torpedoes, shells) or any other means of warfare;
- 2.1.3. civil commotions, riots, strikes or lockouts;
- 2.1.4. acts of terrorism, sabotage, unlawful acts committed for political reasons;
- 2.1.5. damage or contamination of the package when the cargo is preserved, unless repackaging is required;
- 2.1.6. differences in weighting, unless caused by the following events:
- fire or explosion;
- running aground, landfall, flooding or overturning;
- aircraft crash, overturning or derailment of a ground vehicle;
- cutting-in of a vehicle or freight on that vehicle with any external object;
- natural disasters, excluding flooding;
- theft of part of the cargo;
- 2.1.7. the shipment of cargoes in a damaged condition, the non-conforming placement and/or attachment of the cargoes, the non-conformance of the container or vehicle to the conditions of carriage;
- 2.1.8. damage to the cargo during the integrity of the outer package, unless it is proved that the damage occurred as a result of transportation;
- 2.1.9. delay in delivery of the cargoes, even if the delay occurred due to an event, the risk of which is insured in accordance with this Agreement;
- 2.1.10.direct or indirect effects of any weapon using atomic or nuclear fission and/or synthesis or other similar reaction or radioactive radiation or ionizing radiation substance, or radiation contamination from any nuclear fuel or any nuclear waste from the use of nuclear fuel/action of radioactive, toxic, explosive or other hazardous properties of any nuclear facility or its components;
- 2.1.11. confiscation, nationalization, prohibition of movement, detention, requisition, seizure or destruction by order
  of civilian or military authorities;

- 2.1.12. gross negligence of the Beneficiary;
- 2.1.13.not seaworthiness of the vessel or unsuitability of the vessel or other vehicle for the transport of the insured cargo, if the Insured, Beneficiary or their employees or representatives knew or should have known about it by the time the loading ended;
- 2.1.14. expiration of warranty terms and terms of sale of insured cargo;
- 2.1.15.transportation and storage together with the insured cargo with the knowledge of the Insured or Beneficiary, but without the knowledge of the Insurer, cargoes classified as dangerous;
- 2.1.16. production defects of cargo;
- 2.1.17.influence of ambient air temperature, rotting, corrosion, wear, oxidation, drying, utensils, leakage, evaporation, flushing, natural changes in weight or volume, or other special properties of the load, as well as deterioration of the quality of the load associated with its internal properties, without excluding the risks named in item 10.2. of the Agreement;
- 2.1.18.leaks of gases, structures and other volatile cargoes from packagings that did not occur as a result of fire, explosion, crash, stranded, ashore, flooding, overturning or derailment of a vehicle, collision of a vehicle or cargo with any external object, natural disasters (excluding flooding) or falling cargo during loading and unloading, reloading.
- 2.2. The Insurer does not recognize the loss event and does not pay insurance indemnification if the losses occurred:
  - 2.2.1. during the movement of cargo on its own;
  - 2.2.2. as a result of a change in the smell of property (goods/raw materials); as a result of rot, ripening, wilting, crystallization, including saccharification, mould formation, fermentation, skew, desalination and other processes associated with the hydrolysis or oxidation of proteins, carbohydrates and lipids of food products, or damage resulting from the development of microorganisms on (in) food products (only if this was not a direct consequence of the occurrence of events indicated in item 10.2. of the Agreement).
- 2.3. The Insurer does not recognize the loss event and does not pay insurance indemnification for losses from death, damage to batteries that occurred due to:
  - self-discharge,
  - oxidation of individual battery cells,
  - plate sulfation.
  - short circuit.
  - no voltage at the pole terminals of the battery,
- changes in the battery polarity, as well as other problems in the battery operation, if such damage, problems are not caused by damage to the battery housing or its external elements (covers, plugs, etc.),
  - mismatches of actual accumulator capacity with technical characteristics
  - non-compliance of electrolyte level in accumulator with technical requirements for accumulator.

In case of battery electrolyte leakage, the Insurer shall declare the battery completely damaged.

2.4. The Insurer does not recognize the loss of the cargo as a result of its sale and/or disposal by the Insured, if the cargo were not claimed by the consignee and the client (shipper/consignee) did not issue an instruction on the further fate of such cargo at the Insured terminal after the expiration of the established terms of storage of the cargo at the Insured terminal.

The provisions of this clause do not apply to the loss of cargo as a result of their sale and/or disposal by the Insured, if during the course of carriage the cargo were damaged, completely died or part of it died or if part of the cargo was lost, as confirmed by the drawn up act.

- 2.5. The Insurer shall not recognize as an insured event hereunder the loss of cargo as a result of its sale and/or disposal by the Insured if the Insured's client under the Freight Forwarding Service Contract and/or the shipper and/or consignee under the consignment note (forwarding receipt) has sent to the Insured a written notice of refusal of the cargo due to the absence of any need for it.
- 2.6. The Insurer does not recognize the insurance event and does not pay insurance compensation for losses caused by death, loss, damage to the following types (categories/types) of cargo:
  - 2.6.1. Self-igniting loads.
  - 2.6.2. Radioactive substances.
  - 2.6.3. Living animals, birds, insects, reptiles, fish, bacteria, strains, etc.
  - 2.6.4. The cut-off plants, pottery plants, saplings, seedling, landing material, seaweed, the stabilized plants and also plants which are preserved / processed by any different way.
  - 2.6.5. Firearms, ammunition, etc.
  - 2.6.6. Potent psychotropic and narcotic substances requiring special transport conditions established by the Ministry of Health and Social Development and other public authorities.
  - 2.6.7. Currency, coins, travel checks, securities, lottery tickets, discount cards, club cards, bank cards.
  - 2.6.8. Philatelic materials.
  - 2.6.9. Numismatic materials, bona fires (not a means of payment at the time of carriage).
  - ${\it 2.6.10.} Precious \ metals \ and \ gemstones, \ as \ well \ as \ products \ made \ of \ them, \ jewelry.$
  - 2.6.11. Items that may pose a danger to the safety of other cargoes (their packaging), transport and equipment, or to the life and health of others, in particular: dirty or dusting cargoes, moisture-emitting cargoes, toxic gases or odors, etc., if the packaging (tare) of such cargoes does not prevent the above processes occurring with the cargo.

- 2.6.12.Items (effect, substances, goods, materials, etc.), the transportation of which is prohibited on the mode of transport by which it was planned or by which it was carried out, as well as items (effect, substances, goods, materials, etc.) prohibited for circulation by the current legislation of the Russian Federation.
- 2.6.13. Correspondence and documentation of any kind; documents certifying the identity of a citizen of any kind; documents certifying the qualification of a citizen of any kind.
- 2.6.14. Cargoes whose value cannot be documented.
- 2.6.15. Cargoes classified as dangerous cargoes, namely:
- immunoglobulin drugs, vaccines;
- dangerous cargoes with Hazard Class 1,2,7 according to the classification of the European Agreement on the International Carriage of Dangerous cargoes by Road;
  - weapons, ammunition, as well as weaponization, machinery and equipment intended for military use.
    - 2.6.16. Works of art, cultural values, and other unique objects.

A work of art, cultural value and other unique objects within the scope of this Agreement means a product of artistic activity possessing at least one of the following features:

- is an object of copyright;
- is an antiques;
- collection items permanently stored in state and municipal museums, archives, libraries, other state repositories of cultural property of the Russian Federation and/or registered by state bodies, including objects and collections included in the Museum Fund of the Russian Federation;
- rare sculptures, paintings, photographs of objects of special interest (historical, artistic, scientific and literary), alone or in collections;
- an item created in a single copy, regardless of historical, artistic, scientific and literary value, and is not a product of serial or mass production or souvenir products.

Mass production refers to the production of a wide range of products of the same type using standard samples, templates, stencils, blanks, sketches and drawings using technological and/or industrial equipment (mechanized method of manufacturing standardized goods).

For the purposes of application of this Agreement, the subject matter shall be recognized as a product of mass or serial production, including if the item was assembled into a finished product or decorated manually on the basis of individual sketches and drawings, provided that the structural elements of the said object were manufactured using a mechanized method of manufacturing standardized goods, the result of assembly and/or decoration is not unique, and the value of the finished item can be determined by estimating its market price.

By the market price of an item (property/goods) is meant the price created by the interaction of demand and supply in the market of identical (and in their absence - homogeneous) goods in comparable economic (commercial) conditions. Goods with the same basic characteristics are recognized as identical. In determining the identity of goods, their physical characteristics, quality and reputation in the market, country of origin and producer are taken into account. Minor differences in appearance of goods may not be taken into account.

Products that have similar characteristics and consist of similar components are considered homogeneous, which allows them to perform the same functions and/or be commercially interchangeable. When determining the homogeneity of goods, their quality, presence of a trademark, reputation in the market, country of origin are taken into account.

2.6.17. Liquid, bulk and other categories of the cargoes which aren't relating to general cargoes (except the cargoes transported in a tank - and balk-containers).

General Cargo within the scope of this Agreement means a piece cargo, property which is transported in a package or without it and accepted for transportation with counting of cargo places. Boxes, bags, barrels, big runs, containers, bales, bags and other types of cargo packaging can be used as a package.

Cargo area within the scope of this Agreement means the final product of a cargo packing operation, a physically indivisible cargo consisting of one or more items, having a certain shape and linear dimensions and prepared for loading, transportation, storage and unloading.

### 3. INSURED AMOUNT, INSURANCE VALUE.

- 3.1. The insured amount is the amount within which the Insurer shall pay insurance indemnity upon occurrence of the loss event. Under this Agreement, the insurance amount shall be set at the following amount:
  - 3.1.1. for cargoes assigned to Section No. 1 7,000,000.00 (seven million and 00/100) rubles;
  - 3.1.2. for cargoes assigned to Section No. 2 the declared value of the cargo, from 7,000,000,01 (seven million and 01/100) rubles, but not more than the limit of liability of the Insurer specified in Clause 11 of the Agreement.
  - 3.2. The insurance value of cargo under the present Contract is the actual value of cargo according to cargo accompanying documents (accounts, consignment notes, etc.). Insurance value does not include freight transportation costs.
- 3.3. Insured amount is set in Russian rubles.
- 3.4. After the insurance indemnity is paid, the insured amount is reduced by the amount of the indemnity paid. The reduction of the insured amount is made from the day of the loss event.
- 3.5. Cargo specified in Bordereaux and assigned to Section No. 2, included in the List of cargoes requiring mandatory replacement escort and protection in transit in accordance with the regulations of the Ministry of Transport of Russia in force at the time of transportation, the total valid documented cost of which is 50,000 000.00 (fifty million) rubles carried in one container/wagon (when carrying a wagon (non-container) shipment), is risk-insured "theft" only provided that such cargo is escorted by professional armed guards under a contract with a security company that has a license in force at the time of transportation.
  - 3.6. In case of transportation of cargo insured on the basis of Section No. 2 included in the List of cargoes requiring mandatory replacement escort and protection on the way in accordance with the regulations of the Ministry of Transport of Russia in force at the time of transportation, the total documented cost of which is 50,000 000.00 (fifty million) rubles, in one container/wagon (during carriage (non-container) shipment) unaccompanied by a professional armed guard with firearms or traumatic weapons under a contract that has a license in force at the time

of transportation, when calculating the amount of insurance compensation for losses caused by the risk of "theft," the declared amount of which exceeds 1,000 000.00 (One million) rubles, an deductible franchise is applied in the amount of 10% of the insurance amount established in relation to the insured cargo for each loss event.

- 3.7. The ratio of the insured amount of the cargo specified in Bordereaux to the actual value of this cargo is taken into account in the following order:
  - 3.7.1. For insured cargoes assigned to Section No. 2:
- If the insured amount in respect of the cargoes exceeds the insurance value of the cargoes confirmed by documents provided by the Insured (Beneficiary), the insurance agreement in respect of the cargoes shall be null and void in the part of the insured amount which exceeds the insurance value. The excessive part of the insurance premium paid is not refundable in this case.
- If the insured amount in respect of the cargo, the value of which does not exceed 20,000,000 (twenty million and 00/100) rubles, is set below the insurance value confirmed by documents provided by the Insured (Beneficiary), the Insurer shall, upon occurrence of the loss event, reimburse the Insured (Beneficiary) for part of the losses incurred by the latter in proportion to the ratio of the insured amount to the insurance value of the cargo.
- In the settlement of losses, where the declared value of the cargoes exceeds 20,000,000 (twenty million and 00/100) rubles, the principle of proportionality provided for in Art. 949 of the Civil Code of the Russian Federation does not apply. In case the insured amount is lower than the actual insurance value when the cargo is accepted for insurance, the Insurer shall reimburse the Insured (to the Beneficiary) actual losses incurred by the latter, in the amount of not more than the amount claimed for insurance and specified in the Bordereaux, without taking into account the proportion of the insured amount to the insurance value of the cargo, but in any case not more than the limits of liability of the Insurer established in this Agreement.
  - 3.7.2. For insured cargoes assigned to Section No. 1:
- If the insured amount for a particular cargo exceeds the insurance value of the cargo, the insurance agreement for a particular cargo is null and void in the part of the insured amount that exceeds the insurance value. The excessive part of the insurance premium paid is not refundable in this case.
- In the settlement of losses, the principle of proportionality provided for in Art. 949 of the Civil Code of the Russian Federation, does not apply. In case the insured amount is lower than the actual insurance value when the cargo is accepted for insurance, the Insurer shall reimburse the Insured (to the Beneficiary) actual losses incurred by the latter in the amount of not more than the amount claimed for insurance and specified in the Bordereaux, excluding the proportion of the insured amount to the insurance value of the cargo, but in any case not more than the limits of liability of the Insurer established in this Agreement.
- 3.8. One loss event for the purposes of this Agreement means all losses caused by the same event (incident).

## 4. INSURANCE PREMIUM.

- 4.1. The Insurance Premium under the Policy shall be established for each consignment in accordance with the Insured Amount specified in the Bordereaux and filled by the Insured. By consignment is meant a list of containers accepted for insurance with cargo on one order.
- 4.2. In case of failure to pay an insurance premium (insurance instalment) by the Insurer in the terms stipulated in the Insurance agreement, the Insurer reserves the right:
  - 4.2.1. to terminate the Insurance agreement unilaterally, from the date of failure to pay an insurance premium (an insurance instalment);
  - 4.2.2. when determining the amount of insurance payment to set off the sum of an overdue insurance premium (insurance instalment) if the event having signs of a loss event came before payment of an insurance premium (insurance instalment) which introduction is overdue.
- 4.3. The Insured shall bear all bank expenses related to the transfer of the insurance premium.
- 4.4. Insurance premium is paid in non-cash form.
- 4.5. Date of payment of an insurance premium date of receipt of money on the settlement account of the Insurer or other legal entity authorized by the Insurer for receiving money in payment for insurance premiums is considered (insurance instalments).

### 5. RIGHTS AND OBLIGATIONS OF THE PARTIES.

- 5.1. The Insurer is entitled to:
  - 5.1.1. to check information provided by the Insurer and documents and also performance by the Insurer of requirements and conditions of this Agreement;
  - 5.1.2. when concluding the Insurance Agreement, examine the cargo, the vehicle specified in the insurance application and study the necessary information;
  - 5.1.3. upon receipt of notice of the circumstances entailing an increase in the insurance risk, demand a change to the Agreement, as well as payment of an additional insurance premium commensurate with the increase in the risk:
  - 5.1.4. require termination of the Agreement in case the Insured fails to fulfill the obligations specified in Section 5 of this Appendix, or if the Insured objects to changing the terms of this Agreement, or additional payment of the insurance premium commensurate with the increase in the degree of risk;
  - 5.1.5. independently find out the causes and circumstances of an event with signs of a loss event, including requesting from the relevant state bodies and organizations, based on their competence, documents confirming the fact of the loss event and the amount of damage caused,
  - 5.1.6. participate in the investigation of loss events;

- 5.1.7. demand from the Insured the information necessary to establish the fact of the loss event, the circumstances of its occurrence:
- 5.1.8. appoint a survey agent/expert to conduct an insurance risk assessment, an insurance investigation to determine the fact and cause of the loss event, determine the amount of losses.
- 5.1.9. perform other actions not contradicting this General Agreement and the legislation of the Russian Federation.

#### 5.2. The Insurer is obliged to:

- 5.2.1. explain the insurance conditions to the Insured;
- 5.2.2. conclude an Insurance Contract in accordance with the Cargo Insurance Rules and the legislation of the Russian Federation;
- 5.2.3. when requested by the Insured to issue an insurance policy/its duplicate;
- 5.2.4. draw up a claim report after the Insured/Beneficiary provides documents confirming the fact of the occurrence and cause of the insurance event, the amount of losses, or a reasoned refusal to pay compensation;
- 5.2.5. ensure secrecy of insurance, not disclose information about the Insured/Beneficiary, their property status;
- 5.2.6. reimburse the Insured for expenses incurred by the Insured to reduce losses in case of insurance;
- 5.2.7. perform other actions stipulated by this General Agreement and the effective legislation of the Russian Federation.

#### 5.3. The Insured is entitled to:

- 5.3.1. require the Insurer to explain the terms of insurance, its rights and obligations under the Agreement;
- 5.3.2. terminate this General Insurance Agreement ahead of schedule;
- 5.3.3. amend the terms of the Agreement with the consent of the Insurer;
- 5.3.4. appeal in accordance with the procedure established by the legislation of the Russian Federation the decision of the Insurer to refuse to make an insurance payment or reduce its amount;
- 5.3.5. with the consent of the Insurer, the Insured (Beneficiary) shall have the right to submit other evidence of the occurrence of the loss event and/or limit itself to submitting fewer documents than specified in the relevant Appendixes;
- 5.3.6. perform other actions not contradicting this General Agreement and the legislation of the Russian Federation.

#### 5.4. The Insured is obliged to:

- 5.4.1. pay insurance premiums/insurance instalments in the amount, procedure and terms established by this Agreement;
- 5.4.2. when entering into and during the term of the Agreement inform the Insurer about all existing (concluded) Insurance Agreements for similar risks in relation to this insurance object;
- 5.4.3. prior to the conclusion of the Agreement, inform the Insurer of all circumstances known to the Insurer which are relevant for the assessment of the insurance risk;
- 5.4.4. take all measures to protect the insured cargo, comply with all established rules and regulations imposed on the carrier in the territory of all countries through which the transport is carried out;
- 5.4.5. comply with vehicle loading requirements, including loading methods, strengthening of insured cargo in the vehicle, and prevent overloading of the vehicle;
- 5.4.6. return to the Insurer within 5 (five) business days from the date of written notification by the Insurer, the entire amount of the insurance payment, if within the time limits established by the legislation of the Russian Federation such circumstance is revealed, which by law or under this Agreement was grounds for refusal to make the insurance payment;
- 5.4.7. create the necessary conditions for the Insurer to carry out measures (inspection, examination of the vehicle, its operating conditions, participation in the investigation of insurance cases, etc.) related to the conclusion of the insurance agreement and its execution during its validity period;
- 5.4.8. perform other actions stipulated by the Agreement and the legislation of the Russian Federation.

### 5.5. The Beneficiary is entitled to:

- 5.5.1. require the Insurer to explain the terms of insurance, its rights and obligations under the Agreement;
- 5.5.2. when concluding and during the term of this Agreement inform the Insurer about all existing (concluded) insurance agreements for similar risks in relation to this insurance object;
- 5.5.3. demand insurance payment to the Insurer;
- 5.5.4. receive insurance payment according to the procedure and terms stipulated by this contract;
- 5.5.5. appeal in accordance with the procedure established by the legislation of the Russian Federation, the refusal of the Insurer to make an insurance payment or reduce its amount;
- 5.5.6. perform other actions not contradicting this Agreement and the legislation of the Russian Federation;
- 5.5.7. Documents provided to the Insurer in a copy shall be with the original seal and signature of the authorized person of the Beneficiary (if in accordance with the legislation of the Russian Federation the Beneficiary shall have a seal);
- 5.5.8. The Beneficiary provides only those documents that can be executed in accordance with the norms of the legislation of the Russian Federation or international treaties ratified by the Russian Federation, for this mode of transport and in a specific situation.

# 6. OBLIGATIONS OF THE PARTIES IN CASE OF LOSS EVENT. CONDITIONS OF INSURANCE PAYMENT.

- 6.1. After he becomes aware of the occurrence of an event with signs of an insurance event, the Insured is obliged to:
  - 6.1.1. in the event of a failure or theft, immediately report the incident to the public authorities or authorized organizations, whose competence is to establish (record and register) and investigate the circumstances of the event (hereinafter the competent authorities or organizations);
  - 6.1.2. to retain the cargo as they appeared after the occurrence of an event with signs of a loss event, and to take reasonable and available measures to reduce possible losses;
  - 6.1.3. comply with the instructions of the Insurer aimed at reducing losses resulting from the occurrence of the loss event:
  - 6.1.4. ensure unhindered access of the Insurer and its representatives to inspect the affected cargo, establish the causes and circumstances of the event, assess the losses caused, assist the Insurer in conducting the insurance investigation;
  - 6.1.5. with the participation of the representative (s) of the carrier/agent of the carrier/forwarding agent/other person responsible for the losses caused, the consignee/consignor to draw up an act or other document recording the circumstances of the event and the amount of the losses caused;
  - 6.1.6. involve independent experts and/or specialists to conduct an examination if it is not possible to obtain instructions from the Insurer and reliably determine the amount of losses;
  - 6.1.7. To make a claim to the carrier/agent of the carrier/forwarding agent or other person responsible for losses, in accordance with the terms of this Agreement, the current legislation of the Russian Federation or the law of the state whose law is applicable by virtue of the terms of the contract of supply, transportation, forwarding and other contracts relating to the transportation of insured cargo (hereinafter applicable law), customs of business turnover;
  - 6.1.8. if the limitation period for the requirements of the carrier (forwarding agent) expires before the payment of the insurance indemnity, the Insured is obliged to file a lawsuit with the carrier (forwarding agent) in accordance with the procedure provided for by the current legislation. The Insurer shall notify the Insurer of the filing of the claim in court. The Insurer has the right to participate in litigation as a third party.
  - 6.2. Insurance indemnity (insurance payment) shall be paid by the Insurer in accordance with the terms of this Agreement and the current legislation on the basis of the written application of the Insured (Beneficiary) and the documents submitted by the Insured (Beneficiary) certifying the fact and circumstances of the insured event, the amount of loss and property interest of the Insured (Beneficiary).
- 6.3. Special conditions for settlement of losses, as well as documents necessary for making a decision on recognition/non-recognition of an event as a loss event and payment/refusal to pay insurance compensation depending on the nature and consequences of the event, if the amount of the loss is 1,000,000,00 (one million) rubles or less, are specified in Appendix No. 1 to the Insurance Conditions hereto.
- 6.4. In the settlement of a loss for which the amount to be reimbursed less the deductible franchise stipulated by this Agreement is 1,000,000,00 (one million) rubles or less, the Insured (Beneficiary) shall transfer the documents to the Insurer by electronic communication (e-mail) in the form of scanned copies of the documents. Scanned copies of documents must be readable; unreadable scanned copies of documents are not accepted for review.

The Insurer and the Insured (Beneficiary) acknowledge that any scanned copy of the document required to make a decision on recognition/non-recognition of the event as a loss event is the equivalent of the original paper document signed by the authorized persons and has equal legal force with it.

The Insured (Beneficiary) is responsible for the identity of the copy with the original document.

The Insurer has the right to require the comparison of the submitted copies of documents with their originals. In the event that the Insured (Beneficiary) refuses to provide the original document, the Insurer shall have the right not to consider such document as a document certifying the fact and circumstances of the occurrence of an event having the characteristics of an insured event certifying the amount of the loss. The Insurer shall notify the Insured (Beneficiary) in writing of refusal to consider such document.

The Insured (Beneficiary) shall provide duly certified copies and/or originals of documents contained in the materials of the settled losses at the request of the Insurer within a reasonable time.

Settled means losses for which the insurance indemnity has been paid/a decision has been made not to recognize the event as a loss event/the insurance indemnity has been denied/the loss has been cancelled (withdrawn) by the Insured (Beneficiary).

- 6.5. In case the amount of loss is more than 1,000,000,00 (one million) rubles, the Insurance indemnity shall be paid based on the application of the Insured (Beneficiary) for payment of insurance indemnity and documents containing information on the circumstances of the loss event and calculation of losses:
  - 6.5.1. transport and/or forwarding, storage documents confirming the fact of transportation, forwarding, storage of the cargo: bills of lading, consignment notes, transportation contracts, storage, transport expedition, receipts, certificates, registers of acceptance of the goods (forwarding, storage), luggage receipts and/or other documents confirming the transfer and acceptance of the goods for transportation (for storage);
  - 6.5.2. claims sent to the carrier (carrier agent/forwarding agent) or other person responsible for losses, in accordance with clause 6.1.7 of the Insurance Conditions of this Agreement, and documents confirming the sending of claims;
  - 6.5.3. documents confirming the actual value of the insured cargo: consignment notes, invoices, specifications, documents reflecting the cost and name, confirming the payment and procedure for payment of the cargo, and/or other documents allowing to reliably establish the actual value of the cargo;
  - 6.5.4. documents confirming the existence of property interest of the Insured (Beneficiary) in the safety of the cargo and the right to it: contracts of sale, supply and/or other documents confirming the presence of property interest in the preservation of the cargo and the right to it:
  - 6.5.5. shipping documents (invoices, specifications, packing lists, quality certificates, etc.), which, according to the established procedure of their turnover, can be issued only to the Insured or carrier;

- 6.5.6. documents certifying the fact, circumstances and reasons of the loss event: commercial acts, acts of acceptance and transfer of cargo, acts of established divergence of materials, acts/reports of examinations, joint certificates of delivery and acceptance of cargo, documents issued by the competent authority or organization from among those specified in Clause 6.1.1 of the Insurance Conditions of this Agreement, other documents drawn up on the fact of unsecured transportation in accordance with the laws of the Russian Federation or applicable law, customs of business turnover;
- 6.5.7. documents confirming the amount of damages caused, including if the cargo is declared unsuitable for further use and it is impossible to carry out repair work acts of disposal; If the cargo has been disposed of in-house, photographic materials reflecting the disposal process with the possibility of identifying the cargo to be disposed of shall be provided; in the case of a claim for damages, expenses and contributions for a general accident a documented calculation or dispute;
- 6.5.8. if the loss is due to the loss of the cargo as a result of its issuance at the destination to an unidentified person who is not actually the consignee as a result of theft by forgery of documents, seals, signatures, etc., The beneficiary is obliged to provide a decision on the initiation of criminal proceedings on the grounds of a crime under Art. 159 of the Criminal Code of the Russian Federation or a court verdict against persons guilty of committing a crime under Art. 159 of the Criminal Code of the Russian Federation. If the cargo was lost as a result of theft by forgery of documents, seals, signatures, etc., the Insurer has the right to additionally demand the provision of a forensic report conducted during the investigation of the circumstances of the incident, which has signs of corpus delicti under Art. 159 of the Criminal Code of the Russian Federation;
- 6.5.9. documents prepared in accordance with the laws of the Russian Federation or applicable law, customs of business turnover and related to the insured event, allowing to judge the causes and amount of losses or providing additional information about the event:
- explanatory notes of responsible employees of the Insured or representatives of organizations involved in the organization and/or implementation of delivery and transportation of insured cargo (seller, buyer, shipper, consignee, forwarding agent, carrier, etc.):
- documents confirming the authority of the representatives of the Insured (Beneficiary) and other persons involved in the supply and transportation of the insured cargo to sign the relevant documents and certify copies;
- title documents of the Insured (Beneficiary) legal entity and/or individual entrepreneur;
- identity documents of the Insured (Beneficiary) an individual;
- in addition to the claim specified in Clause 6.1.7 of the Insurance Conditions of this Agreement, claims made by transport organizations (forwarders, carrier agents, carrier, etc.) involved in the transportation of cargo;
- title documents for road transport means;
- Driver Identity Documents;
- documents confirming the protection of the cargo, fulfillment of the terms of the Contract (if the value of the cargo is more than 20,000,000 rubles);
- photos of damaged cargo.

The Insured (Beneficiary) shall present the documents in originals, in case of impossibility - in the form of duly certified copies. If it is necessary to check the information contained in copies of documents, the Insurer shall have the right to demand the submission of original documents for review. If the Insured (Beneficiary) refuses to provide the original document for review, the Insurer shall have the right not to consider a copy of such document as a document certifying the fact, circumstances of the event and/or the amount of the loss. If it is impossible for the Insured (Beneficiary) to provide the original document for consultation, the Insured (Beneficiary) shall send a written explanation indicating the reasons for the impossibility of providing such documents (for example, the original document: does not belong to the latter; was submitted to law enforcement agencies; was sent to the carrier together with the claim), and the Insurer is not entitled not to consider a copy of such document as a document certifying the fact, the circumstances of the event and/or the amount of the loss

6.5.10. Application of the Insured for payment of insurance indemnity.

The application must contain a claim for damages, information on the circumstances of the event with the signs of a loss event, on the amount of losses and details necessary for the transfer of insurance compensation.

In the absence of bank details of the Beneficiary necessary to transfer the amount of insurance indemnity, in the application for payment of insurance indemnity or, if necessary, by order of the Beneficiary, to transfer indemnity to a third party, an official letter of the Beneficiary is additionally provided indicating the bank details to which insurance indemnity should be transferred.

6.6. On the basis of the Application of the Insured (Beneficiary) on the occurrence of an event having the characteristics of an insured event, the Insurer shall draw up a specific list of documents necessary for the payment of insurance compensation for each insured event and within 3 (three) working days shall communicate this list in writing to the Insured/Beneficiary by e-mail (backup communication channel)/electronic site.

With the consent of the Insurer, the Insurer (Beneficiary) is entitled to submit other evidence of the occurrence of the loss event and/or limit itself to submitting fewer documents.

- 6.7. If necessary, the Insurer shall request information related to the loss event from authorized state bodies, enterprises and organizations having information about the circumstances of the loss event, and shall also have the right to independently clarify the causes and circumstances of the loss event, including by engaging independent survey, evaluation, expert organizations to determine the causes and circumstances of the loss event and the amount of losses caused. The response of authorized state bodies, enterprises and organizations to the request of the Insurer and/or acts, reports, conclusions of survey, evaluation, expert organizations in this case are recognized as mandatory documents for making a decision on recognition/non-recognition of the event as a loss event and payment/refusal to pay insurance indemnity.
- 6.8. The amount of the insurance indemnity is set as follows:
  - 6.8.1. in the event of the complete loss or loss of all cargo, in the amount of the actual value of the cargo, documented, but not more than the insurance amount established in respect of the cargo, less the value of the available balances;
  - 6.8.2. in the event of the complete loss or loss of part of the cargo in the amount of the actual value of the dead or lost part of the insured cargo, documented, less the value of the available balances.

- The total loss of all or part of the cargo shall be deemed to have occurred if there is no technical possibility of repairing the cargo, which provides for repairing the damage caused by the occurrence of the loss event, or the cost of performing restoration works exceeds 80% (eighty percent) of the actual value of all or part of the cargo, documented at the time of the loss event.
- By agreement of the parties, the available balances may be transferred to the Insurer for sale. In this case, payment of insurance indemnity can be made after the transfer of the available balances to the Insurer in the amount of the actual value of the cargo, documented, but not more than the insurance amount.
  - 6.8.3. in case of damage to the cargo in the amount of the value of the cargo, the lost value of the cargo or the cost of restoring the damaged cargo to the state in which it was before the loss event.
- The amount of the lost value is defined as the difference between the actual value of the undamaged cargo as at the date of signing by the insurer of the document confirming acceptance of the cargo for insurance and the actual value of the same, but already damaged cargo.
- The value of the damaged cargo is determined on the basis of a conclusion drawn up by the Insurer's full-time expert acting on the basis of the job description and employment contract, and/or the conclusion of an independent expert (survey, assessment) organization, and/or documents confirming the price at which the damaged cargo can actually be realized. The Insured (Beneficiary) has the right to sell the goods only after receiving written consent from the Insurer to sell the damaged goods at the proposed rates. This reservation shall apply where the text of this Agreement does not expressly specify a different procedure in certain circumstances.
- If the Insured (Beneficiary) provides the conclusion of the manufacturer/repairing organization on the non-repairability of the cargo, it is considered completely damaged.
  - 6.8.4. costs of repairing damaged cargo include:
- cost of spare parts and materials required for repairs;
- expenses for delivery of spare parts and materials to the repair site or, in agreement with the Insurer, expenses for delivery of damaged cargo to the repair site and back;
- cost of repair works.
- The cost of elimination of damages of separate parts of the cargo which was in operation and/or having signs of use is compensated taking into account wear (depreciation) of the elements replaced in the course of repair, details, nodes, units. This reservation shall apply where the text of this Agreement does not expressly specify a different procedure in certain circumstances.
- In any case, the Insurer shall not compensate for repair (restoration) costs not agreed with the Insurer, as well as fees or surcharges for increased quality of repair (restoration) services, namely, urgency/extraordinary repair (restoration), etc.; storage and security fees; tax, excise tax and other mandatory levy if the Insured (Beneficiary) has the right not to pay it or has the right to further demand from the authorities the return of the paid.
- In any case, the costs of repairing the damaged cargo do not include:
- a) labor and/or travel expenses of the Beneficiary's employees. Employees of the Beneficiary are individuals who perform work under an employment contract or on the basis of a civil contract. Travel expenses refer to travel to and from the place of business, daily subsistence allowance, hospitality, accommodation and meals and other expenses directly related to the performance of the assignment.
- b) expenses for payment of services, which the Beneficiary did not order from a third party, but performed independently, in particular, but not limited to: preparation of estimates, repair or diagnostic work, services for ordering spare parts or their delivery.
- c) other overhead and administrative expenses incurred by the Beneficiary in recovering the goods on its own (excluding expenses, compensation of which is expressly provided for by the terms of this Agreement).
- 6.9. Costs of the Insured (Beneficiary) to pay for the services of surveyors, experts, assessors, made in the manner stipulated in clauses 6.1.4, 6.1.6. The Insurance Conditions of this Agreement, or on the basis of written instructions of the Insurer, shall be reimbursed by the Insurer in the following cases:
  - 6.9.1. if the event is recognized as a loss event and the payment of insurance indemnity is made on the basis of an inspection, examination, conclusion, assessment, etc. ordered and paid by the Insured (Beneficiary);
  - 6.9.2. if the event is not recognized as a loss event on the basis of the inspection, examination, conclusion, evaluation, etc., paid by the Insured (Beneficiary).
- 6.10. The costs of the Insured (Beneficiary) for the services of surveyors, experts, assessors shall not be reimbursed by the Insurer in the following cases:
  - 6.10.1. If the event is recognized as a loss event, and payment of insurance indemnity is made on the basis of an act of inspection, examination, conclusion, assessment ordered and paid by the Insurer;
  - 6.10.2. if the event is not recognized as a loss event.
  - 6.11. If the Insurer recognizes the obligation to reimburse the costs of the Insured (Beneficiary) for the services of surveyors, experts, assessors, such expenses shall be payable by the Insurer in the amount agreed in writing by the Insurer on the basis of the provided documents confirming such expenses.
- 6.12. The Insurer shall reimburse the costs of the Insured (Beneficiary) for the services of surveyors, experts, assessors, etc., even if the total amount of insurance indemnity exceeds the insured amount established in relation to a particular cargo and/or exceeds the indemnity limit (maximum amount of insurance indemnity) defined in Section 12 of this Agreement.
- To reimburse the costs of the Insured (Beneficiary) for the services of surveyors, experts, assessors the Insurer (Beneficiary) is obliged to provide an agreement with a survey, expert, evaluation, etc. organization, documents confirming the competence of the surveyor, expert, evaluator, invoice issued for inspection, examination or assessment of a particular cargo, containing data that allow identifying the object of inspection, examination, assessment, and correlate it with the object of insurance (with a specific insured cargo), payment documents for payment of the invoice.
- 6.13. Expenses for payment of the state fee upon the Insured's appeal to the court in cases stipulated by Clause 6.1.7 of the Insurance Conditions of this Agreement are subject to payment by the Insurer if the event is recognized as a loss event and are included in the amount of insurance indemnity.

- 6.14. The decision to pay insurance indemnity or to not recognize the event as an insurance event and/or to refuse to pay insurance indemnity shall be made by the Insurer on the basis of the data of the Insured's (Beneficiary's) application, act of inspection of the affected cargo (if the Insurer or its representative was inspected), the Insurance Agreement and documents submitted by the Insured (Beneficiary), responses of authorized state bodies, enterprises and organizations to the requests of the Insurer sent in the manner provided for in Clause 6.4. Insurance terms and conditions of this Insurance Agreement, as well as acts, reports, conclusions and are drawn up by:
  - 6.14.1. In case of decision to pay insurance indemnity Notice of payment
  - 6.14.2.In case of decision not to recognize the event as a loss event and/or refusal to pay insurance indemnity an official letter to the Insured (Beneficiary) with a reasoned justification of reasons for non-recognition and/or refusal.
- 6.15. Depending on the decision taken, the Claim report or official letter of non-recognition of the event by the loss event and/or refusal to pay the insurance indemnity shall be drawn up by the Insurer within 5 (five) business days from the date of receipt of the documents provided by this Agreement.
- 6.16. The period of preparation of the Claim report or official letter of non-recognition of the event by the loss event and/or refusal to pay the insurance indemnity shall start from the day following the day of receipt by the Insurer of the last document necessary to make a decision on recognition/non-recognition of the event by the loss event and payment/refusal to pay the insurance indemnity.
- 6.17. When the Insurer orders an examination, survey opinion, assessment, etc., the period of preparation of the Claim report or the official letter of non-recognition of the event by the loss event and/or refusal to pay insurance indemnity may be extended:
  - a) during examination (preparation of report, etc.) based on photographs and documents (without cargo inspection):
  - for losses caused by the total loss of cargo for 5 (five) working days;
  - for losses caused by damage to the cargo (calculation of the cost of restoring the cargo and/or the percentage of loss of the commodity value of the cargo), if the examination is subject to no more than 10 (ten) commodity names of the cargo, for 7 (seven) working days;
  - losses due to damage to the cargo (calculation of the cost of restoring the cargo and/or the percentage of loss of the commodity value of the cargo), if the examination is subject to more than 10 (ten) commodity names of the cargo, for 10 (ten) working days;
  - b) during examination (report, etc.) with cargo inspection for 10 (ten) working days;
  - If, at the time of the decision to inspect the cargo, the last document necessary for the decision to recognize/not recognize the event as a loss event and the payment/refusal to pay insurance indemnity is an act, report, conclusion of a survey, evaluation, expert organization, the term for drawing up the Claim report is additionally extended for the period of inspection in calendar days.
- 6.18. Payment period (from the first working day following the day, the Insurer shall draw up the Claim report):
  - 6.18.1.if the amount of insurance indemnity is up to 1,000,000,00 (one million, 00/100) rubles and less 3 (three) working days;
  - 6.18.2.if the amount of insurance indemnity exceeds 1,000 000.01 (One million, 01/100) rubles 7 (seven) working days.
- 6.19. The date of payment of insurance indemnity shall be the date of withdrawal of the amount of insurance indemnity from the Insurer's settlement account.
- 6.20. In case of disputes between the Parties about the causes and amount of the loss, each of the Parties shall have the right to require independent examination. The examination is carried out at the expense of the party that demanded it.
- 6.21. The Insured (Beneficiary) has no right to give up the property left after the loss event, at least damaged.
- 6.22. Insurance indemnity is paid in Russian rubles.
- 6.23. If the loss is claimed by the Insured (Beneficiary) in foreign currency and the Insured (Beneficiary) has recalculated the loss into Russian rubles at the exchange rate established by the Central Bank of the Russian Federation on a date other than the date of occurrence of the loss event, then the rate applied by the Insured is used to determine the amount of the Insured (Beneficiary) indemnity, but not more than the rate set by the Central Bank of the Russian Federation on the date of the beginning of the insurance period in relation to a particular cargo.
- 6.24. The Insured (Beneficiary) is obliged to return to the Insurer the full or partial amount of the received insurance indemnity if a circumstance is found that, by law or under the Insurance Agreement, completely or partially deprives the Insured (Beneficiary) of the right to insurance indemnity, in particular:
  - if the lost goods are found intact, the Insured (Beneficiary) shall, within thirty (30) calendar days after the return of the cargo, return to the Insurer the insurance indemnity paid in respect of the lost goods;
  - if the lost cargo is partially found, the Beneficiary shall within thirty (30) calendar days after the return of the cargo return the insurance indemnity to the Insurer in the amount of the share of the paid insurance indemnity corresponding to the found cargo;
  - if the lost cargo is found to be damaged, the Beneficiary shall, within thirty (30) calendar days after the return of the cargo, return to the Insurer the insurance indemnity paid in respect of the lost goods less the documented lost value of the cargo or the documented costs of its restoration.

# 7. REASONS FOR REFUSAL OF THE INSURER FROM INSURANCE PAYMENTS.

7.1. The Insurer shall be exempt from the obligation to make an insurance payment in cases stipulated by law.

### 8. DURATION OF INSURANCE.

- 8.1. The Agreement shall enter into force from the date of commencement of the term of the Agreement specified in Clause 15 of the Agreement.
- 8.2. The Insurer's liability hereunder shall commence from the moment the goods are accepted for transportation (to forwarding) by the authorized representative of the Insured at the location of the shipper, at his address or at another place

specified in the transport documents, but in any case not earlier than the moment of occurrence of liability of the Insured for the safety of the goods in accordance with the contract of the transport expedition and/or transportation concluded between the latter and the cargo owner (consignee, shipper).

- 8.3. Liability of the Reinsurer extends to the period of transportation, an overload, transfer and also storage on warehouses / terminals in the point of departure, points of overloads, transfers, storage of cargo on the warehouse / terminal in the destination waiting for delivery of cargo to the consignee no more than 60 (sixty) calendar days in each place of storage.
  - 8.4. The insurance for each individual cargo specified in the Bordereaux shall end from the moment of termination of the Insured's liability for the safety of the cargo under the transport expedition contract and/or transportation and/or reimbursable provision of forwarding services concluded by the Insured.
    - 8.4.1. The moment of termination of liability of the Insured means one of the following events, whichever occurs earlier:
- the moment of commencement of unloading of the insured cargo at the location of the consignee or its authorized representative at the address specified in the shipping documents, confirmed by the signature of the consignee or its authorized representative in the consignment note (order) of the Insured, if the Insured has not assumed obligations to carry out loading and unloading operations, which is confirmed by the relevant documents;
- the moment of completion of unloading of the insured cargo at the location of the consignee or its authorized representative
  at the address specified in the shipping documents, confirmed by the signature of the consignee or its authorized
  representative in the consignment note or order of the Insured, in case the Insured has assumed obligations to carry out
  loading and unloading operations, which is confirmed by the relevant documents;
- the moment of delivery of the cargo to the consignee or its authorized representative directly in the Insured's warehouse, confirmed by the signature of the consignee or its authorized representative in the contractor's consignment note or order of the Insured and/or in an act drawn up on the fact of a shortage, complete death or damage of the cargo;
- expiration of 180 (one hundred and eighty) calendar days from the date of acceptance by the Insured for forwarding in accordance with the consignment note (order);
- 60 (sixty) calendar days of storage at the warehouse/terminal at the destination pending delivery to the consignee.

### 9. EXPIRATION AND TERMINATION.

- 9.1. The insurance contract is terminated in cases:
  - 9.1.1. expiry date;
  - 9.1.2. discharge of the Insurer's obligations under the insurance agreement in full;
  - 9.1.3. non-payment of insurance premiums by the Insured within the terms established by the insurance agreement;
  - 9.1.4. liquidation of the Insured who is a legal entity or death of the Insured an individual entrepreneur (except in cases of replacement of the Insured a legal entity in the insurance contract upon its reorganization with the consent of the Insurer);
  - 9.1.5. liquidation of the Insurer, except in cases of transfer by the Insurer of obligations assumed under insurance agreements (insurance portfolio) in the manner established by the legislation of the Russian Federation;
  - 9.1.6. at the initiative of one of the Parties to the insurance agreement;
  - 9.1.7. under a court decision;
  - 9.1.8. in other cases provided by the current legislation of the Russian Federation.
- 9.2. The insurance contract is terminated before the deadline for which it was concluded, if after entry into force the possibility of a loss event has disappeared and the existence of an insurance risk has ceased due to circumstances other than the loss event.
- 9.3. In case of early termination of the insurance agreement due to the circumstances specified in item 9.2. these Conditions, the Insurer shall be entitled to part of the insurance premium in proportion to the time during which the insurance was in force.
- 9.4. The Insured has the right to refuse the insurance agreement at any time, if by the Conditions.
- 9.5. In case of early refusal of the Insured from the insurance agreement, the insurance premium paid to the Insurer is not refundable, unless the contract provides otherwise.
- 9.6. The Insurance agreement shall be deemed terminated by stipulation of the Parties from the date of signing by the Parties of the stipulation on termination of the Insurance agreement.
- 9.7. The Insurance agreement shall be deemed terminated at the request of one of the Parties after 15 (fifteen) calendar days from the date of receipt of notice of termination of the Insurance agreement by the other Party. The Notice shall be sent by mail or by other means enabling the date of receipt of the notice to be fixed at the address specified in the Insurance agreement.

### 10. FORCE MAJEURE.

- 10.1. The Parties shall be exempt from liability for partial or complete non-fulfillment of obligations under this General Insurance Agreement if it resulted from force majeure circumstances: military actions, prohibitive measures of state authorities and management bodies, changes in legislation, strikes, earthquakes, fires, floods and other circumstances that do not depend on the will of the Parties and make it impossible to fulfill obligations. This condition is valid only in case of notification of the other Party within five days from the moment of force majeure and provision of supporting documents issued by the authorized state body.
- 10.2. Within 5 (five) working days from the date of termination of force majeure circumstances, the Party falling under their effect shall notify the other Party in writing of termination of force majeure circumstances and resume fulfillment of its obligations.
- 10.3. If the force majeure circumstances continue for more than 1 (one) month in a row from the date of their occurrence, either Party shall have the right to terminate the Insurance agreement unilaterally by notifying the other Party in writing not less than 14 (fourteen) calendar days prior to the date of termination.

### 11. DISPUTE SETTLEMENT PROCEDURE.

- 11.1. Any disputes and/or disagreements under the General Insurance Agreement shall be settled by negotiation.
- 11.2. If the Parties fail to reach an agreement, all disputes, disagreements, claims arising from this General Insurance Agreement shall be settled in accordance with the legislation of the Russian Federation.
- 11.3. In case the arisen disagreement at the time of the address to the Insurer in a pre-judicial order is subject to consideration by the financial representative according to the Federal law of 04.06.2018 No. 123-FZ "About the Representative for the Rights of Consumers of Financial Services", the Insurer/beneficiary has to send to the direction to the financial representative appeals to the Insurer a claim with the documents attached to her and proving the requirement in a written or electronic form.

#### 12. REPRESENTATIONS AND WARRANTIES.

- 12.1. The Insurer hereby certifies to the Insured and warrants that as of the date of this Agreement:
  - 12.1.1. The Insurer is a duly created legal entity acting in accordance with the laws of the Russian Federation;
  - 12.1.2. The Insurer has complied with the corporate procedures required for the conclusion of this Agreement, the conclusion of this Agreement has been approved by the Insurer's management bodies;
  - 12.1.3. this Agreement is signed on behalf of the Insurer by a person who is duly authorised to do so;
  - 12.1.4. conclusion of this Agreement and fulfillment of its terms will not violate or lead to violation of constituent documents or any agreement or document to which the Insurer is a party, as well as any provision of the legislation of the Russian Federation:
  - 12.1.5. there are no circumstances that limit, prohibit the performance of the Insurers obligations under this Agreement.

### 13. CONCLUDING PROVISION.

- 13.1. Additions and amendments to the General Insurance Agreement all be made on the basis of a written statement by one of the Parties. All amendments and additions to this General Insurance Agreement shall be valid subject to their written execution and signature by authorized representatives of both Parties.
- 13.2. If the content of the Policy does not correspond to the General Insurance Agreement, the Insurance Agreement shall be preferred.
- 13.3. If the content of the General Agreement does not comply with the Insurance Rules, the Insurance Agreement shall be preferred.
- 13.4. The legislation of the Russian Federation shall apply to the part not stipulated by the General Insurance Agreement.
- 13.5. General Agreement is made in Russian, in 2 (two) copies, one for each of the Parties having equal legal force.
- 13.6. By signing this Agreement, the Insured confirms that it has received the Insurance Rules, Insurance Conditions with all attachments, is familiar with them and undertakes to comply with them.
- 13.7. All notices and communications sent by the Insurer to the Insured (Beneficiary) in accordance with this Agreement shall be deemed to be duly sent upon their submission in one of the following way:
- in the form of a SMS message by telephone specified in this Agreement or a loss event statement;
- y mail to the address specified in this Agreement or a loss event statement;
- by e-mail to the e-mail address specified in this Agreement or a loss event statement;
- through the insurance platform.

If there are several different contact details of the Insured (Beneficiary), the Insurer shall select a specific telephone number, postal address or e-mail address for sending the notification.

Civil legal consequences associated with the Insurer sending notices and messages to the Insured/Beneficiary shall be deemed to have occurred for the Insured (Beneficiary) from the moment specified in the text of the notice or message, and if not specified at the moment - from the moment the Insured sends the notice or message to the Insured (Beneficiary).

In case of change of addresses, details, telephones and other data, the Insured (Beneficiary) shall notify the Insurer in writing within 7 (seven) working days. If the Insurer has not been notified of the change of these data in advance, the risk of non-receipt of correspondence (messages, notices) sent by the Insurer shall be borne by the Insured (Beneficiary).

## 14. SIGNATURES OF THE PARTIES.

INSURER:	CTPAXONESUTEB:
IJSC VSK	ПАО « <b>РЦЕ Обтанье Гонер</b> iner
/Tarnovskiy A.Y./	/Isurins A.I./
stamp here	м.п. stamp here