

SPECIAL TERMS AND CONDITIONS SHIPPING INSURANCE

In the absence of provisions in these special terms and conditions (the "**Special Terms and Conditions**"), the stipulations of the General Terms and Conditions for POST Courier, available at www.post.lu/conditions and at POST Courier Points of Sale, shall apply. The terms in initial capitals are defined below, or, failing this, in the General Terms and Conditions. The Insurer's conditions of insurance of goods against transport risks (ref. TRG/176, CGA T2004) are also applicable, which can be obtained from any Foyer agency or POST Point of Sale. The Insurer and POST Courier may reasonably intervene at any time during the policy.

1. DEFINITIONS

"**Insurer**": Foyer Assurances SA, L-2986 Luxembourg (policy n° 276115), tel.: 437437.

"**Insured Shipment**" means any Shipment (Registered, XL or XXL Parcel) covered by the Service, containing one or more objects of any kind, subject to the following exceptions.

2. DESCRIPTION

2.1. The service consists of the insurance of an Insured Shipment by the Insurer, including, in the event of a claim, the standard indemnity provided by POST Courier for such a Shipment, in accordance with the rates and practical terms and conditions stipulated on www.post.lu/conditions (hereinafter the "**Service**"), recalled here for information:

- 1) Registered €35;
- 2) Interconnect Premium Parcel €530;
- 3) UPU Parcel €155 (for countries where this maximum fixed indemnity is not accepted: €50 per Parcel and €5.50/kg)

2.2. The Service may be subscribed to by any Sender at a POST Courier Point of Sale, as evidenced by an entry on the Shipping receipt, the receipt or the deposit book (where the Sender presents one), following payment of the price of the Service specified on www.post.lu. The Sender must indicate the value to be insured for this Shipment to the POST Courier agent.

2.3. The following objects are not insured:

- coins, banknotes;
- bearer securities with the limited exception of admission tickets (cinema, concerts, museums, etc.), gift vouchers, meal/restaurant vouchers and discount vouchers (max. €500);
- live animals;
- explosive and/or radioactive materials;
- narcotics;

- biological/infectious substances;
- hazardous substances;
- objects prohibited from being transported by plane.

3. COVERAGE

3.1. The cover is acquired as soon as it is subscribed and ends when the Insured Shipment is handed over to the Consignee, to their agent or to the Sender (in case of returns).

3.2. The amount of the cover depends on the tariff and coverage option chosen (shown on the Shipment receipt, the receipt or the deposit book) by the Sender at the time of subscription to the Service, without being able to exceed the lowest of the following amounts:

- 1) the actual value of the objects shipped:
 - for documents, the sum of the material value of the documents and of work to ensure their restoration;
 - for precious objects (precious/rare materials and of a value greater than €2500), at their market value with a maximum of €5000 for Registered Shipments and Parcels;
 - for other objects covered by insurance, at the replacement value of the objects. Replacement value means the new value of the objects on the day of their dispatch, minus a flat-rate depreciation for obsolescence which, for any object manufactured more than two years ago, is fixed at 10% per year, with a maximum of 50%.
- 2) that indicated by the Sender. If the value of the objects to be sent exceeds €2500, the latter must provide proof of the value of the objects (purchase invoice, pro forma invoice or certification of an estimate of the value of the objects by a professional).
- 3) 25,000 euros.

3.3. In the event of a claim, the compensation due by the Insurer is increased by the amount of postage costs.

4. EXCLUSIONS

4.1. The Insurer is liable for loss of or damage to the Insured Shipment which is not caused by:

- confiscation, removal or detention by any authority;
- delay in dispatching or delivery;
- false declaration;
- air humidity, temperature influences,
- the nature of the object (e.g.: deterioration, overheating, spontaneous combustion, loss in transit, waste, ordinary leakage);
- vermin coming from objects;
- inappropriate packaging of objects for the insured journey;
- inappropriate packaging (e.g.: paper envelope);
- normal wear and tear.

4.2. The following are excluded from this coverage: damage to packaging, claims by third parties for damage caused by the Insured Shipments, atomic damage for which a third party is liable or for which they would be liable if this insurance did not exist, indirect damage (e.g. price reduction, loss due to deprivation of use or operation), consequences of political or social events (e.g. war or any similar events), explosion, effects of mines, torpedoes, bombs or other weapons of war, confiscation, requisition, sequestration, kidnapping or retention by a government, authority or other body, strikes, lock-outs, acts of violence, malice, piracy.

4.3. POST Courier reserves the right to refuse to provide a Service for an Insured Shipment whose content does not comply with these Special or General Terms and Conditions.

5. PERSONAL DATA

5.1. POST Courier processes some of the Sender's Personal Data in accordance with the Law, in the manner described in the Personal Data Notice.

5.2. The Insurer, as an independent Data Controller, processes the Sender's Personal Data transmitted by POST Courier, with a view to assessing the risks, preparing, drawing up, managing and executing the insurance contract(s), settling any claims and preventing fraud (the Insurer can be contacted at its postal address or at dataprotectionofficer@foyer.lu).

6. COMPLAINTS

6.1. Any complaint must be made by the Sender to POST Courier and include:

- 1) the POST Courier "Complaint" Form (*CN08* or any other updated reference), duly completed, signed and dated;
- 2) proof of the value of the insured objects before the loss (e.g. purchase invoice);
- 3) a copy of the proof of deposit provided by the operative behind the counter, or received electronically).

6.2. A fraudulent declaration can result in the forfeiture of rights, penalties and compensation.