

Goods in Transit Insurance

Autocarga - Base

Special Conditions of the Policy

Customer Information Line: 210 042 490 / 226 089 290

Personalized customer service available all business days from
8:30 a.m. to 7:00 p.m.

Cost of a call to the national fixed network.

www.ocidental.pt

SPECIAL CONDITIONS

PRINCIPAL CLAUSE

This insurance contract includes the General Conditions of the Insurance Policy for Goods in Transit and these Special Conditions that, in case of doubt, shall prevail over the General Conditions.

RISK COVERAGE

1.1. In addition to the risks listed in the General Conditions of this Policy for Goods in Transit, these special conditions also cover the following damages to the insured goods, which are caused by:

- fire, including the action of heat, smoke or steam directly resulting from the fire, as well as the effects caused by the means used to extinguish or fight it;
- lightning and explosion (with absolute exclusion of bombs or any other explosive devices);
- carrier vehicle overturn, which shall be defining as an accident in which the vehicle loses its normal position;
- crash or collision between the carrier vehicle and any other vehicle or obstacle;
- fall of bridges, tunnels or any other engineering works;
- landslide;
- total loss of any package that has fallen during the operations of loading or unloading the carrier vehicle, whenever it results from break of the cable of the hoist, crane, winch, of strapping rupture or of proven failure of the mechanical means used in the operation.

1.2. In addition to the coverage conditions listed above, the following special conditions shall apply:

1.2.1. To labels, caps, capsules or commercial packaging:

In case of an insurance event caused by any covered risk that may affect labels, caps, capsules or commercial packaging of the goods insured, the Insurer shall be liable only for the sum corresponding to the new labels, caps, capsules or commercial packaging, plus the cost of the respective application, and under no circumstances shall the Insurer be liable for any sum higher than the value of the damaged goods.

1.2.2. To new machinery and equipments:

- a) in case of loss or damage of any part or parts of an insured machine, which has been caused by any risk covered by this policy, the amount to be paid may not exceed the cost of replacement or repair of such part the rights, except if they are all included in the insured sum;

- b) the coverage scope of this Policy does not include any failure or malfunction of the goods insured, which may eventually be claimed due to failure of the mechanisms, connections, strands, electrical or electronic circuits and any other, or due to any physical-chemical alteration, whenever they are not directly caused by any covered risk and provided that any evidence of that is produced.

Under no circumstances may the liability of the Insurer exceed the insured sum corresponding to the complete machine and/or equipment.

- 1.3. The salvage expenses shall also be compensated, as well as the extraordinary expenses concerning unloading, warehousing, loading and reshipment, which may be required in order to avoid or mitigate any damage resulting from any insurance covered by this policy, and under no circumstances may the liability of the Insurer exceed the insured sum corresponding to the goods.

EXCLUDED RISKS

2.1. In addition to the exclusions provided for in the General Conditions for Goods in Transit, the Insurer is not liable for the losses and damages caused to the insured goods, whenever they are directly or indirectly caused by:

- a) Insurance events whose cause is duly proven to be due to cargo excess or stowage shortage, which is the responsibility of the Policy Holder company, its employees or agents;
- b) non-compliance with the provisions that rule the highway cargo transport, and being highway defined as a route by land where the transit of vehicles is not prohibited by the relevant authorities;
- c) non-compliance with the mandatory inspections or its recommendations;
- d) insurance events resulting from lack of vehicle service (regular vehicle maintenance, as expected by brand car dealers);
- e) insurance events whose cause is duly proven to result from an poor vehicle maintenance;
- f) insurance events whose cause is duly proven to result from an excess of normal driving hours;
- g) insurance events whose cause is duly proven to result from excessive speed;
- h) insurance events whose cause is duly proven to result from a blood alcohol level higher than the one permitted by law.

TERM

3.1. The insurance shall begin at the moment the Insured Goods are delivered to the entity to whom the respective transport is entrusted, shall be in force during the normal course of the transit journey covered by the insurance and shall end upon delivery to the receiver at the point of destination stipulated in the policy.

3.2. The stays during the transit journey, which may take place in intermediate warehouses, bonded warehouses and any other that may be justified by the need to comply with the delivery times, shall be covered provided that the insured goods are kept under the surveillance of the carrier and the stays do not exceed a period of 48 hours.

- 3.3. The deadline referred in nr. 3.2 may be exceeded provided that it has been previously agreed in writing by the Insurer and the stipulated additional Premium has been paid.

CLAIMS

- 4.1. In case of damage and without prejudice of the inspection to be carried out by an entity appointed by the Insurer, the notice of the claim shall be promptly given to the Insurer.
- 4.2. In order that the claimant may receive any compensation under this policy, he shall duly prove that he has an insurable interest in what concerns the insured goods at the moment of the occurrence of the insurance event that caused the loss or damage.

The present document is a translation of the Portuguese version. In case of discrepancy between the versions, the Portuguese version shall prevail. Does not exempt consultation of the legally required pre-contractual and contractual information.