

# Goods in Transit Insurance

## General and Special Conditions of the Policy

**Customer Information Line: 210 042 490 / 226 089 290**

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## CONTENTS

### General Conditions

04 PRELIMINARY ARTICLE

#### **04 CHAPTER I – DEFINITIONS, OBJECT, GUARANTEES AND SCOPE OF THE CONTRACT**

04 ARTICLE 1 – DEFINITIONS

06 ARTICLE 2 - OBJECT OF THE CONTRACT

06 ARTICLE 3 - COVERED RISKS

07 ARTICLE 4 – EXCLUSIONS

#### **08 CHAPTER II –INITIAL AND SUPERVENING RISK STATEMENT**

08 ARTICLE 5 - DUTY TO MAKE AN INITIAL RISK STATEMENT

08 ARTICLE 6 - INTENTIONAL NON-COMPLIANCE WITH THE DUTY TO MAKE AN INITIAL RISK STATEMENT

09 ARTICLE 7 - NEGLIGENT NON-COMPLIANCE WITH THE DUTY TO MAKE AN INITIAL RISK STATEMENT

09 ARTICLE 8 - INCREASE OF RISK

10 ARTICLE 9 - INCIDENT AND INCREASE OF RISK

#### **10 CHAPTER III – PAYMENT AND ALTERATION OF PREMIUM**

10 ARTICLE 10 - PREMIUM PAYMENT DATES

10 ARTICLE 11 – COVERAGE

10 ARTICLE 12 - NOTICE OF PREMIUM PAYMENT

11 ARTICLE 13 – NON-PAYMENT OF PREMIUM

11 ARTICLE 14 - ALTERATION OF PREMIUM

#### **11 CHAPTER IV – EFFECTIVENESS, DURATION AND TERMINATION OF THE CONTRACT**

11 ARTICLE 15 - START AND DURATION OF THE CONTRACT

12 ARTICLE 16 - DURATION OF THE CONTRACT

12 ARTICLE 17 - TERMINATION OF THE CONTRACT

13 ARTICLE 18 - COEXISTENCE OF CONTRACTS

#### **13 CHAPTER V – INSURED AMOUNT**

13 ARTICLE 19 – INSURED AMOUNT

#### **14 CHAPTER VI – DUTIES AND RIGHTS OF THE PARTIES**

14 ARTICLE 20 - DUTIES OF THE POLICY HOLDER AND OF THE INSURED

15 ARTICLE 21 - INSPECTIONS

15 ARTICLE 22 – CLAIMS

15 ARTICLE 23 - COMPENSATIONS

16 ARTICLE 24 - SALVAGE

16 ARTICLE 25 – ABANDONMENT

16 ARTICLE 26 – SUBROGATION

17 ARTICLE 27 - TRANSFER OF RIGHTS

**17 CHAPTER VII – MISCELLANEOUS**

17 ARTICLE 28 - INTERVENTION OF THE INSURANCE INTERMEDIARY

17 ARTICLE 29 - COMMUNICATIONS AND NOTICES BETWEEN THE PARTIES

18 ARTICLE 30 - GOVERNING LAW, CLAIMS AND ARBITRATION

18 ARTICLE 31 – COMPETENT COURT OF LAW

**Special conditions**

19 CONTRACTS OF VARIABLE PREMIUMS AND CONTRACTS BASED ON OPEN POLICIES AND FLOATING POLICIES

## General Conditions

### PRELIMINARY ARTICLE

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1. Ageas Portugal – Companhia de Seguros, S.A., hereinafter referred to as “Insurer”, and the Policy Holder, which are both extensively identified in the Specific Conditions, hereby enter into this Insurance Contract governed by the General Conditions, the Specific Conditions and , if so agreed, by the Special Conditions.

2. The individual identification of the contractual parties shall be made in the Specific Conditions, together with, the personal data of the parties and their respective domiciles, the data of the Insured, the data of the representative of the Insurer for purposes of incident claims, the insured amount or how this amount is stipulated it, as well as the definition or respective computing formula.

3. The Special Conditions provide for the coverage of risks or guarantees other than those provided for in these General Conditions and it is required to identify them specifically in the Specific Conditions.

## CHAPTER I

### DEFINITIONS, OBJECT, GUARANTEES AND SCOPE OF THE CONTRACT

#### ARTICLE 1 - Definitions

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For purposes of this Contract, the following expressions have the following meaning:

**POLICY:** a set of documents, which make up Insurance Contract and that include the Insurance Proposal, the General Conditions, the Special Conditions (if applicable) the Specific Conditions and the Endorsements;

**INSURER:** Ageas Portugal – Companhia de Seguros, S.A., an entity legally licensed to undertake the risks that are the object of this Contract and that, jointly with the Policy Holder, subscribes it;

**POLICY HOLDER:** the person or entity that concludes this Contract with the Insurer and that is liable for the payment of the premium;

**INSURED:** the person or entity that holds the insured interest. Unless otherwise declared in the Specific Conditions or in the Special Conditions, it shall be considered that the Policy Holder and the Insured are one and the same person;

The duties that in the following clauses are entrusted to the Insured are also deemed as duties of the Policy Holder, with exception of those that, by their own nature, may be fulfilled only by one of them;

**BENEFICIARY:** the person or entity that shall receive the payment made by the Insurer resulting from the coverage provided for in the Contract;

**INCIDENT:** the total or partial occurrence of a future event, which is not certain and does not depend on the will of the Insured and that triggers the risk coverage provided for herein;

**FRANCHISE:** the amount that, in case of an incident, shall be charged by the Policy Holder, the Insured or the Beneficiary, whose amount or way of calculation shall be stipulated in the Special or Specific Conditions and that is deductible from the compensation to be paid;

**PREMIUM:** the total value, including the fees and taxes that the Policy Holder shall pay the Insurer as consideration for the undertaking of risks by the Insurer;

**PROVISIONAL PREMIUM:** the estimated premium, which is charge at the start of the Contract due to the fact that the elements that may lead to the computing formula of the final premium are not known;

**REVERSAL:** the amount returned to the Policy Holder concerning one part of the insurance premium that has already been paid;

**INSURED AMOUNT:** the maximum amount to be paid by the Insurer in case of an incident covered by this Policy;

**INSURANCE CERTIFICATE:** the document that certifies the existence and validity of the Insurance Contract;

**SIMPLE OR PARTICULAR AVERAGE:** the expenses incurred by or the damages cause toly to the ship or craft or to the respective cargo;

**GENERAL AVERAGE:** the extraordinary expenses and sacrifices voluntarily made by the master of the ship or under his orders, in order to avoid any hazard, for the common safety of the carrier vessel or craft and the respective cargo, from loading and departure to its return and unloading;

**SALVAGE:** the goods recovered pursuant to a Total Loss or a Constructive Total Loss incident;

**RECEIVER:** the person or entity to which the insured goods are addressed;

**AVERAGE QUESTIONNAIRE OR EXPERT:** the person or entity duly qualified and licensed to issue inspection reports or certificates concerning the status of the insured goods, in accordance with the assessment upon inspection or expertise;

**TRANSIT:** the transit journey that is guaranteed for the coverage contracted and starts with the loading of the insured goods at the place indicated in the Specific Conditions or in the Insurance Certificate, in the location where the journey starts and remains in force during the normal journey, provided that the intermediate warehousing period is not exceeded, and that ends upon unloading at the place identified in the Specific Conditions and in the Insurance Certificate, at the location indicated for the end of the journey;

**OPEN POLICY:** an Insurance Contract concluded for the period stipulated in the Specific Conditions, in which the Insurer grants the Insured a coverage up to the limit of the agreed insured amount in what concerns the losses or damages caused to the insured goods during the journeys within the geographic scope agreed in the Specific Conditions, which the Insured may make while the Contract is in force and that are reported to the Insurer through an Insurance Application or any other support documentation that has been agreed between the parties.

**FLOATING POLICY:** an Insurance Contract concluded for the period stipulated in the Specific Conditions, in which the Insurer grants the Insured a coverage up to the limit of the agreed insured amount through payment of a provisional premium, in what concerns the losses or damages caused to the insured goods during the journeys within the geographic scope agreed in the Specific Conditions and that the Insured may make while the Contract is in force.

**VARIABLE PREMIUM POLICY:** the Insurance Contract whose premium is calculated in accordance with a variable insured amount up to a limit stipulated in the Specific Conditions, which guarantees the Insured the payment of the damages resulting from any of the covered risks caused to the insured goods, up to the limit of such insured amount.

**INSURANCE APPLICATION:** a document that the Insured shall send the Insurer, whenever an Insurance Contract is concluded as an Open policy, in which the Insured shall report all data related to the journey to be made, in order that the Insurance Contract comes into effect in relation to the journey concerned.

## **ARTICLE 2 - Object of the Contract**

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Except otherwise agreed in the terms, conditions, liability limits and exclusions set out in the Policy, this Contract covers the goods or financial interests computed in cash, which are described in the Specific Conditions, during the respective normal transit journey covered, either by sea, river, lake, land or air.

## **ARTICLE 3 - Covered risks**

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1. This Contract covers the risks expressly listed in the Specific or Special Conditions of the Policy, and it may include:

- a) the total loss, material and dead loss of the insured goods, whenever it occurs together with a similar total loss caused by perils of the sea, by the ship or the craft where they are in transit, or by road  
accident or aircraft crash occurred involving the conveyance mean used, during the period covered by the Contract;
- b) the contribution that, in a General Average Agreement, has been agreed in relation to the insured goods or interests;
- c) the provisional deposit that has eventually been required to guarantee the payment of the General Average final contribution;

- d) loss due to jettison of the goods in transit on the deck, provided that the transit under such conditions has been previously declared by the Insured and accepted by Insurer;
- e) the losses or damages cause to the insured Goods due to other risks listed in the Specific or Special Conditions as covered risks.

2. Without prejudice of the provisions set forth in paragraphs b) e c) of the previous number, in the case the values assigned to the insured goods or interests are computed in an amount higher than the amount declared in the Policy, the Insurer shall only be liable for the contribution or for the provisional deposit corresponding to the proportional instalment of the amount insured in relation to the value assigned for purposes of contribution.

#### **ARTICLE 4 - Exclusions**

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1. Unless otherwise agreed in the Specific or Special Conditions, this Contract does not cover any incidents causing loses or damages directly or indirectly resulting from:
  - a) capture, seizure, attachment, garnishment, prison or detention and respective consequences or the simple attempts of such acts;
  - b) bomb and other explosive devices explosion, as well as the consequences of hostilities or warlike operations, whether there has been a declaration of war or not, civil war, revolution, rebellion, insurrection and terrorism acts;
  - c) acts of piracy;
  - d) strikes, “*lock-out*”, industrial disputes, riots or civil commotions, acts of strikers or workers under “*lock- out*”, or persons participating in industrial disputes.
2. From the guarantees covered by this Policy are expressly excluded the incidents resulting from:
  - a) violation of blocking, smuggling, embezzlement, prohibited or illegal trade;
  - b) sanitary or disinfection measures;
  - c) poor conditioning, inadequate or insufficient conditioning or packaging for which the Insured is liable and of which he has had prior knowledge;
  - d) inherent defect or alteration caused by the intrinsic nature of the insured goods;
  - e) delay, travel or stays delays for whatever cause;
  - f) exchange or quotation difference, loss of market or any other causes that may prevent, difficult or alter the business transaction of the Insured;
  - g) intentional action or omission of the Policy Holder, the Insured, their employees, agents, representatives or any other person subject to their third party liability or that have also been carried out with their complicity or participation;
  - h) direct or indirect effect of explosion, heat release and radiations resulting from atom core disintegration or meltdown, artificial particle acceleration or radioactivity;
  - i) operations, activities or handling of asbestos, lead or derivatives from these products;
  - j) claims that give rise to payments or compensation of any kind that may expose the Insurer to any penalty, prohibition or restriction under any resolutions of the United nations, or any commercial or economic sanctions, laws or any other legal provisions of the European Union.

## CHAPTER II

### INITIAL AND SUPERVENING RISK STATEMENT

#### ARTICLE 5 - Duty to make an initial risk statement

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1. Before the conclusion of the Contract, the Policy Holder or the Insured has the duty to make an accurate statement about all circumstance he is aware of and reasonably deems significant for the Insurer to assess the risk.

2. The provisions set forth in the previous number also apply to any circumstances whose description is not requested in a questionnaire eventually provided by the Insurer for that purpose.

3. Except in the case of intentional fraud of the Policy Holder or of the Insured with the purpose of obtaining an advantage, the Insurer that has accepted the Contract shall not benefit from:

- a) the omission of any answer to a question of the questionnaire;
- b) the inaccurate answer to a question made in terms which are too general;
- c) the clear inconsistency in the answers to the questionnaire;
- d) a fact that, at the time of the conclusion of the Contract, his representative knows is inaccurate or of which he was aware of, even if it has been omitted;
- e) the circumstances the Insurer is aware of, namely when they are of public knowledge and widely known.

4. Before the conclusion of the Contract, the Insurer shall clarify the potential Policy Holder or the Insured about the duty referred to in nº 1, as well as about the respective non-compliance, otherwise he may incur in third party liability under general terms.

#### ARTICLE 6 - Intentional non-compliance with the duty to make an. initial risk statement

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1. In case of intentional non-compliance with the duty mentioned in nº 1 of the previous article, the Contract may be annulled by means of a statement sent by the Insurer to the Policy Holder.

2. If an incident has not yet occurred, the statement mentioned in the previous number must be sent within three months after having knowledge of such non-compliance.

3. The Insurer is not obliged to cover an Incident that has occurred before he was made aware of the intentional non-compliance mentioned in nº 1 above or during the period provided for in the previous number. In that case the general arrangement for voidableness shall apply.

4. The Insurer shall be entitled to the Premium due until the end of the period above mentioned in nº 2, except in case of intentional fraudulent actions or gross negligence of the Insurer or of its representative.

5. In case of intentional fraudulent actions of the Policy Holder or of the Insured with the purpose of obtaining an advantage, the Premium shall be due until the end of the Contract.

#### **ARTICLE 7 – Negligent non-compliance with the duty to make of initial risk statement**

1. In case of negligent non-compliance with the duty referred to in nº 1 of article 5, the Insurer may, by means of a statement sent to the Policy Holder within three months after having been aware of such non-compliance:

- a) propose an amendment to the Contract, stipulating a time limit, of no less than 14 days, for acceptance or remittance of a counter-proposal, should it permit the latter;
- b) terminate the Contract, evidencing that in no case whatsoever shall he conclude any Contracts to cover the risks related with the omitted or misrepresented.

2. The Contract shall cease to be effective 30 days after the termination statement or 20 days after the Policy Holder receives the amendment proposal, should the latter not respond or reject it.

3. In the situations referred to in the previous number, the premium shall be returned *pro rata temporis* taking into consideration the coverage.

4. If, prior to the termination or amendment to the Contract, an incident occurs and its occurrence or consequences have been influenced by the fact negligently omitted or misrepresented:

- a) the Insurer shall cover the Incident in the proportion of the difference between the premium paid and the premium due if at the moment of conclusion of the Contract was concluded, he was aware of the omitted or misrepresented fact;
- b) after evidencing that in no case whatsoever would he have concluded the Contract had he been aware of the omitted or misrepresented fact, the Insurer does not cover the Incident and shall only be bound to return the Premium.

#### **ARTICLE 8 - Increase of risk**

1. For the duration of the Contract, the Policy Holder or the Insured is obliged to, within 14 days after having knowledge of the fact, inform the Insurer all circumstances that may increase the risk, whenever these, had they been known to the Insurer at the moment of conclusion of the Contract, could have influenced the decision to conclude the Contract or influence the Contract conditions.

2. Within 30 days after having knowledge of the increase of risk, the Insurer may:

- a) submit to the Policy Holder a proposal of amendment to the Contract, which the Policy Holder shall accept or refuse within a similar term, after which the proposal of amendment shall be deemed as having been approved;
- b) terminate the Contract, evidencing that in no case whatsoever would he conclude Contracts to cover the type of risks resulting from the referred increase of risk.

3. The termination of the Contract shall be effective as of 15 days from the date on which the termination notice was sent.

## **ARTICLE 9 - Incident and increase of risk**

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1. If, prior to the amendment or termination of the Contract under the terms provided for in the previous article, an Incident occurs and its occurrence or consequences were influenced by the increase of risk, the Insurer:

- a) shall cover the risk, making the agreed payment, if the increase of risk has been adequately reported in due time before the Incident or before the end of the term provided for in nº 1 of the previous article;
- b) shall cover the risk partially, reducing the payment in equal proportion between the Premium effectively paid and the Premium that should have been paid considering the actual risk features, if the increase of risk had not been adequately reported in due time before the Incident;
- c) may refuse covering the risk in case of intentional fraudulent actions of the Policy Holder or of the Insured with the purpose of obtaining an advantage, and will remain entitled to any outstanding premiums due in the past.

2. In the situation described in paragraphs a) and b) of the previous number, if the increase of risk was caused by the Policy Holder or by the Insured, the Insurer is not required to make the payment if he evidences that, in no case whatsoever would he conclude any Contracts that cover the type of risks resulting from the referred increase of risk.

## **CHAPTER III**

### **PAYMENT AND ALTERATION OF PREMIUMS**

#### **ARTICLE 10 – Premiums payment dates**

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1. Unless otherwise agreed, the initial premium or its first instalment shall be due by the Policy Holder on the date of conclusion of the Contract.
2. The following instalments of the initial premium, the premium of the subsequent annuities and the successive instalments thereof shall be due on the dates stipulated in the Contract.
3. The variable part of the Premium regarding the amount correction and, if that is the case, the part of the Premium corresponding to the amendments to the Contract shall be due on the dates stipulated in the respective notices.

#### **ARTICLE 11 - Coverage**

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The risk coverage shall depend on the previous payment of the Premium or initial instalment thereof by the Policy Holder.

#### **ARTICLE 12 - Notice of premium payment**

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1. For the duration of the Contract, the Insurer shall give notice in writing to the Policy Holder of the amount due, as well as the terms and place of payment, with at least 30 in advance to the due date of the Premium or instalments thereof.
2. Such notice shall include a legible description of the consequences of the non-payment of the Premium or the instalments thereof.

3. In what concerns the insurance contracts wherein it has been agreed that the Premium is to be paid in instalments every three months or less and whose contractual documents stipulate the due dates for the successive premium instalments, as well as the consequences of the respective non-payment, the Insurer may choose not to send the notice above referred in nº 1, being then liable for evidencing that the contractual documentation mentioned in this number was issued and sent to the Policy Holder and that the latter accepted it.

### **ARTICLE 13 – Non-payment of premiums**

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1. The non-payment of the initial premium or of the first instalment thereof on the due date shall automatically terminate the Contract as of the date of the respective conclusion.
2. The non-payment of the premium of the subsequent annuities, or the first instalment thereof, on the due date, prevents the Contract extension.
3. The non-payment shall automatically terminate the Contract on the due date:
  - a) of a premium instalment during an annuity;
  - b) of a correction Premium or part of a variable premium;
  - c) of an additional premium resulting from an amendment to the Contract caused by a supervening increase of risk.
4. The non-payment until the due date of an additional Premium resulting from an amendment to the Contract shall make such the amendment void and the Contract shall remain in force with the scope and conditions that were in force before such amendment, unless it is not possible that the Contract remains in force, in which case the Contract is deemed as terminated on the due date of the unpaid Premium.
5. The termination of the Contract due to non-payment of the Premium, or a instalment thereof, does not exempt the Policy Holder from paying the premium corresponding to the period in which the Contract has been in force plus the default interests due.

### **ARTICLE 14 - Alteration of premium**

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In case there is no alteration of the risk, any alteration of the premium of the Contract shall only be done on the next yearly due date.

## **CHAPTER IV**

### **EFFECTIVENESS, DURATION AND TERMINATION OF THE CONTRACT**

#### **ARTICLE 15 - Start of the Contract**

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1. The day and time of the start of the coverage of risks shall be stipulated in the Specific Conditions, without prejudice of the provisions set forth in article 11.
2. The provisions set forth in the previous number shall also apply to the start of

effectiveness of the Contract, which is different from the date of start of the coverage of risks.

## **ARTICLE 16 - Duration of the Contract**

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1. O Insurance Contract has the duration stipulated in the Specific Conditions and it may be concluded:

- a) for a defined period of time;
- b) for other periods of one year;
- c) per transit journey;
- d) for an indeterminate period, in the case of Open Policies.

2. In the absence of such indication, it is understood that the Contract shall be concluded for the period of duration of the transit journey stipulated in the Specific Conditions.

3. Unless otherwise expressly agreed in the Specific Conditions, the liability of the Insurer shall start and end:

- a) concerning sea, river or lake transit – at the moment the goods are loaded on the ships or crafts intended for their transit until they are unloaded on land on the destination port indicated in the Policy;
- b) in what concerns the transit by other channels – at the moment the goods are loaded on the conveyance mean, at the location indicated in the Policy for the departure of the transit until the moment they are delivered to the receiver or to his representative at the location indicated in the Policy.

4. Upon payment of an additional Premium, the Insurance Contract shall remain in force in case of delay in the start or during the normal period of the journey and also in case of unexpected route deviation and transshipment, provided that those facts have occurred in circumstances that are out of the control of the Insured, who shall be obliged to report them to the Insurer, as soon as he has been aware of them.

5. In what concerns the insurances concluded for a given and stipulated period, the liability of the Insurer

starts and end on the dates and times stipulated in the Specific Conditions and its renewal for equal periods may happen automatically, provided that it is expressed in the Contract.

## **ARTICLE 17 - Termination of the Contract**

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1. The Contract may terminate due to denunciation of the parties, forfeiture, revocation by agreement of the parties and resolution.

2. This Contract expires at the end of the duration stipulated, if any, and in case there is a supervening loss of interest or of risk extinction and whenever the total amount insured for the duration of the Contract has been paid and the replacement of the capital was not foreseen.

3. In case the Contract has been concluded using remote communication channels, the individual Policy Holder shall be entitled to terminate the Contract without needing a just cause, within 14 days immediately after receiving the Policy.

4. Without prejudice to the provisions of the previous number, the Contract may be terminated by either party at any moment, without just cause, by registered mail.

5. The amount of the Premium to be returned to the Policy Holder in case of early termination of the Contract shall be estimated in proportion to the period of time between the termination of the coverage and the end date of the Contract, unless the parties agree otherwise based on reasonable grounds, such as the guarantee of technical separation between the pricing of the annual insurances and the temporary insurances.

6. Whenever the Policy Holder does not coincide with the Insured, the Insurer shall promptly give notice to the Insured about the termination of the Contract, no later than 20 days after the non-renewal or termination.

7. The termination of the Contract shall be effective as of 14 days after the date the statement of termination was sent and at 24:00 of the day of its effectiveness.

## **ARTICLE 18 - Coexistence of Contracts**

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1. As soon as they have been aware of the existence of other contracts with the same object and guarantee, the Policy Holder and the Insured shall be bound to report it to the Insurer, as well as to report, at the moment of the report of an Incident, the existence of more than one insurance covering the same risk.

2. If, at the date of the Incident, there are more than one Insurance Contract with the same object and coverage, this Contract shall be governed by the terms provided for in law.

## **CHAPTER V INSURED AMOUNT**

### **ARTICLE 19 – Insured amount**

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1. The Policy Holder may insure the goods for a value between the respective price at the place and on the date of loading, plus the shipping costs to the place of destination and a percentage up to 15% for expected profits (except otherwise has been stipulated in the Specific Conditions) and its current price at the place of destination, at their arrival, without any average.

2. In case of claim, the Insurer shall be always entitled to ask for an evidence of the insured amount and to deduct it in accordance with the provisions set forth in the previous number.

3. If the insured amount is less than the actual value of the goods, the Policy Holder shall be proportionally liable for the losses and damages caused to the goods.

4. If the insured amount is higher than the actual value of the goods, the maximum liability of the Insurer shall be for the amount mentioned in the Policy and no reversal shall apply.

## CHAPTER VI

### DUTIES AND RIGHTS OF THE PARTIES

#### ARTICLE 20 - Duties of the policy holder and of the insured

1. In addition to the duties provided for in article 8 of these General Conditions, the Policy Holder or the Insured shall also be bound to inform the Insurer in due time about the name of the carrier ship or ships or, in case of road or air transport, the registration of the carrier vehicle, the number of the railway shipping bill or voucher, or the number of the consignment note, whenever the insurance has been taken out without that information.

2. In case of an Incident covered by this Contract, the Policy Holder or the Insured shall be bound to:

- a) promptly report this fact in writing to the Insurer, no more than eight days after the day of the event or the day he became aware of it, explaining the respective circumstances, eventual causes and consequences;
- b) adopt the measures within his power, in order to prevent or limit the consequences of the Incident;
- c) provide the Insurer with the relevant information he may request in relation to the incident, its respective causes and consequences;
- d) provide for the custody, safety and conservation of the salvage;
- e) adopt all measures not to lose the right of reversion against third parties, who may eventually be liable for the damages, namely in what concerns any carriers, in order to submit the correspondent written claim, within the time limit stipulated in the consignment note, in the Law or in the international conventions.

3. The non-compliance set forth in paragraphs a) to c) of the previous number shall determine, except in what concerns the provisions of the following number:

- a) the reduction of the payment of the Insurer in accordance with the damage the non-compliance may cause him;
- b) the loss of the coverage, in case it is intentional and has caused a significant damage to the Insurer.

4. In case of non-compliance with the provisions set forth in paragraph a) of nº 2, the penalty provided for in nº 3 shall not apply whenever the Insurer is aware of the incident through another channel during the eight days provided for in the referred paragraph or he evidences that he could not reasonably have issued the due report in a moment prior to the date of issue.

5. The non-compliance provided for in paragraph e) of nº 1 shall determine the liability of the non-compliant up to the limit of the compensation paid by the Insurer.

## **ARTICLE 21 – Inspections**

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In case of suspicion of average or damage caused to the insured goods, the Insured, the Receiver or any representative of them shall promptly request in writing the presence of the Average Adjuster or Expert indicated in the Policy or in the Insurance Certificate in order he carries out the inspection, subject to the provisions set forth in the previous article and in article 615 of the Companies Code, which stipulate that the Insured shall inform the Insurer, within five days following the reception, about the supporting documents, average or damage cause to the insured goods.

## **ARTICLE 22 – Claims**

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1. The claims submitted to the Insurer shall be mandatorily accompanied by the following documents:

- a) the original of the Insurance Certificate or of the Policy if the Certificated has not been issued;
- b) the original or a certified copy of the bill of lading or an equivalent transport document;
- c) the commercial invoice;
- d) the certificate of the inspection carried out by the entity indicated in the Insurance Certificate or in the Policy;
- e) The copy of the letter sent, within the legal time limit, to the carrier or to any other entities, which may be eventually liable for the damages caused, as well as the original of the respective answer to it.

2. The documents above referred in the previous number shall be promptly provided to the Insurer, within 9 months after the unloading of the insured goods in the destination location, in case of sea transport, and 5 months, in case of road or air transport, without prejudice, whenever applicable, of the provisions set forth in article 615 of the Companies Code, which stipulates that the Insured shall give notice of the referred documents to the Insurer, within five days immediately following the reception of the referred documents.

3. In addition to the documents above referred in nº 1, the Insurer may require the provision of any other elements or documentation he may deem relevant to assess the claim and to stipulate the amount of the compensation.

## **ARTICLE 23 – Compensations**

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1. The Insurer reserves the right to put back the goods lost or defected or to replace them by other goods of the same nature, kind and type, or to compensate the Policy Holder for the financial loss suffered up to the limit of the insured amount, taking into account the provisions set forth in nº 3 of article 19 of these General Conditions.

2. The duty of the Insurer shall be limited to the amount insured and so if during the period

of risk covered by this Policy any amounts have to be paid, to the eventual compensation for Total Loss shall be deducted the amount of the referred payment.

3. From the amount of the compensation, which has been stipulated under the terms of the provisions set forth in the previous number, shall be excluded the expenses legally and reasonably incurred by the Insured, his employees or representatives to comply with their duties stipulated in paragraphs b) and d), of nº 2 of article 20, in order to protect, safeguard and recover the insured goods or part of them, and the referred expenses shall be borne by the Insurer in the proportion of the amount insured in relation to the value of the goods, regardless the compensation for damages that shall take place.

4. In the computing of the amount of the compensation shall not be taken into consideration the expenses that have not been actually incurred, even though they have been included in the insurance value.

## **ARTICLE 24 – Salvage**

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1. The value of the salvage may be deducted to the amount of the compensation.

2. The Insurer has the right to required that the value of the salvage is stipulated in a public auction, even though the damaged goods have been valued with his consent. The sale in a public auction shall take place extrajudicially, in compliance with the applicable provisions of the criteria followed in the public auction.

3. Upon total payment of the incident concerning the damaged goods, the Insurer may have the ownership of the salvage, if he so wishes.

## **ARTICLE 25 - Abandonment**

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1. The abandonment of the insured goods shall only be admitted under the terms of law.

2. Any intervention of the Insurer in order to recover, benefit from or preserve the insured goods shall not imply the acceptance of the abandonment.

## **ARTICLE 26 – Subrogation**

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1. Upon payment of the compensation, the Insurer shall be subrogated to the extent of the amount paid in every right that the Insured may eventually have against third parties liable for the incident.

2. In accordance with the provisions of the previous number, the Insured shall be bound to take all necessary steps in due time to enforce those rights, undertaking to provide the Insurer, even before the payment of the compensation and if requested, with all documentation necessary to exercise those rights.

3. The Policy Holder or the Insured shall be liable, up to the limit of the compensation paid by the Insurer, by any act or omission that may affect the rights provided for in n<sup>o</sup> 1 of this article.

## **ARTICLE 27 - Transfer of rights**

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1. In the event of sale or any other transfer of rights on the insured goods or the interest of the Insured on them, in order that the Insurer is bound towards the new owner or person interested, it is essential that the referred transfer together with the Policy Endorsement or the Insurance Certificate with which all related rights or duties are transferred, is communicated to him before the payment of any incident.

2. If the transfer of the goods ownership occurs due to the death of the Policy Holder, of the Insured or of the Receiver, the liability of the Insurer shall remain in force until the end of the transit journey or on its end date, towards their respective heirs and subject to the termination of the Contract.

3. In case of insolvency of the Policy Holder, Insured or Receiver, the liability of the Insurer shall subsist towards the insolvent estate until the end of the transit journey or on its end date.

## **CHAPTER VII**

### **MISCELLANEOUS**

## **ARTICLE 28 - Intervention of the insurance intermediary**

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1. No Insurance Intermediary is presumed to be authorised to, on behalf of the Insurer, conclude or terminate any insurance contracts, to assume any duties or to alter the duties arising from those contracts, or to validate any additional statements, with the exception of the provisions set forth in the following numbers.

2. The Insurance Intermediary to whom the Insurer has conferred the required powers in writing may conclude any insurance contracts, assume any duties or alter the duties arising from those contracts, or to validate any additional statements on behalf of the Insurer.

## **ARTICLE 29 - Communications and notices between the parties**

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1. The communications or notices of the Policy Holder or the Insured provided for in this Policy shall be deemed valid and effective in case they are sent to the head office of the Insurer.

2. The communications provided for in this Contract shall be put in writing or in any other way that results in a permanent record.

3. The Insurer shall only be bound to send the written communications provided for in this Contract if the receiver of those communications is duly identified in the Contract and such

communications shall be deemed as validly made if they are sent to the respective address set out in the Policy.

### **ARTICLE 30 – Governing law, claims and arbitration**

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1. Except otherwise expressed in the Specific Conditions, the governing law of this Contract shall be the Portuguese Law.
2. In order to fill any shortcomings of the law above referred in the previous number, one shall make use of the international usage and practices, where applicable.
3. Any and all claims may be submitted within the scope of this Contract to the services of the Insurer duly identified in the Contract, to the Customer Ombudsman, as well as to the Insurance and Pension Funds Supervisory Authority ([www.asf.com.pt](http://www.asf.com.pt)).
4. In the disputes arising from this Contract there may be recourse to arbitration under the terms provided for in law.

### **ARTICLE 31 – Competent Court of Law**

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The competent Court of Law to settled all disputes arising from this Contract shall be the court of the place of issue of the Policy, without prejudice to the provisions set forth in the Civil Procedural Law, in what concerns the territorial competence for compliance with the duties.

## Special conditions

### CONTRACTS OF VARIABLE PREMIUM AND CONTRACTS BASED ON OPEN POLICIES AND FLOATING POLICIES

1. In the variable premium contracts represented by open policies and floating policies, the premiums and subsequent fractions shall be due one de date of issue of the respective receipt.
2. In case this Contract is concluded with a variable premium with the issue of a minimum provisional premium with no reversal, the value of the final premium shall be calculated at the end of each annuity and the Policy Holder shall be liable for the payment of the difference between this amount and the amount of the provisional premium.
3. The non-payment of the correction premium shall automatically give rise to the termination of the Contract on its due date. However, the payment does not exempt the Policy Holder from the duty to pay the premium due correspondent to the time period in which the Contract has been in force.

**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.**