

Marine Cargo Insurance · TMS PORT CAPTAINS & SHIP SURVEYORS SERVICOS MARITIMOS LTDA

Conditions of Insurance
(for full Conditions, see link below) Institute Cargo Clauses (A) CL 382 dated 1.1.09 and/or Institute Cargo Clauses (Sea) CL 387 1.1.09; Institute War Clauses (Cargo) CL 385 dated 1.1.09 and/or Institute War Clauses (Air Cargo) CL 388 dated 1.1.09; Institute Strikes Clauses (Cargo) CL 386 dated 1.1.09 and/or Institute Strikes Clauses (Sea Cargo) CL 389 dated 1.1.09.NIL deductible to apply each and every loss Subject to the Full Terms and Conditions outlined in the Policy Wordings found on www.portcaptains.ltda No insurance cover is in place unless a certificate of marine cargo insurance is issued correctly in accordance with the Policy Wording and Policy Schedule agreed by us.Instructions to be followed in the event of Loss or Damage In the event of a loss, please report your claim to the Adjuster Office listed in this certificate immediately after delivery or scheduled delivery in the event of claim for non-delivery. To enable claims to be dealt with promptly, please submit all available supporting documents as applicable: 1) Original or a copy of this Certificate of Insurance, 2) Original or copy of Shipping Invoices together with Shipping specifications and /or weight notes, 3) Original bill(s) of lading and/or other contract of carriage (Full set in the event of a total loss), 4) Original Survey Report or other documentary evidence to show the extent of the loss or damage, 5) Landing account and weight notes at final destination, 6) Copies of all claim made against the Carrier (s) and replies thereto, 7) Copy of customs documents, 8) A detailed statement of claim

CONDITIONS OF INSURANCE Applicable Clauses: Insurance is subject to the following conditions, as detailed in the policy schedule and wording: Institute Cargo Clauses (A) – CL 382 dated 01.01.2009 Institute Cargo Clauses (A) – CL 382 (effective date: 01 January 2009) Scope of Cover Provides All Risks cargo insurance for sea voyages, including: Loss or damage to cargo from any external cause General average contributions, Jettison, washing overboard, sinking, stranding, collision, and other marine perils

Exclusions Typically excludes losses due to: Inherent vice, delay, non-delivery, Ordinary leakage, breakage, wastage in bulk, Losses from delay, strikes, war risks (unless separate clauses apply)

Policy Conditions Applies only when the Certificate of Insurance is issued in strict accordance with agreed Policy Wording and Policy Schedule. NIL deductible applies to each and every loss if so stated.and/or Institute Cargo Clauses (Sea) – CL 387 dated 01.01.2009 Institute Cargo Clauses (Sea) – CL 387 (effective date: 01 January 2009) Scope of Cover

This clause extends *All Risks* cargo insurance to sea transit (including on-carriage by sea), covering all external causes of loss or damage to the insured subject-matter, except as specifically excluded under the clause provisions. Salvage and General Average Covers salvage charges and general average contributions incurred in order to avert loss from a covered peril, in accordance with the contract of carriage or governing law and practice. **Exclusions** The cover explicitly excludes: Wilful misconduct of the Assured, Ordinary leakage, weight or volume loss, wear and tear, Damage caused by improper or insufficient packing, Inherent vice or nature of the goods, Any expense arising from delay, even if caused by a covered risk

Policy Conditions The Assured must act with reasonable despatch in all controllable circumstances, Coverage and validity may be dependent upon prompt notice for continuation of cover or change of destination, The insurance is governed by English law and practice Institute War Clauses (Cargo) – CL 385 dated 01.01.2009 Institute War Clauses (Cargo) – CL 385 (effective date: 01 January 2009) Risks Covered This cruise policy covers, except as excluded below, loss of or damage to the insured cargo caused by:

1.1 War, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power

1.2 Capture, seizure, arrest, restraint or detainment arising from risks under clause 1.1, and any consequences thereof, or attempts thereof

1.3 Derelict weapons of war such as mines, torpedoes, bombs, or similar devices

General Average & Salvage Covers general average contributions and salvage charges incurred to avoid or in connection with loss from a risk covered under this clause, as per the contract of carriage or governing law/trade practice

Exclusions. This insurance does *not* cover losses caused by: Wilful misconduct of the Assured, Ordinary leakage, weight loss, volume loss, or normal wear and tear, Insufficient or improper packing by the Assured (including container storage) before cover attachment, Inherent vice or natural characteristic of the cargo, Delay—even if caused by a covered war risk (unless salvage expenses under general average), Insolvency or financial default of vessel owners/operators known at loading (with certain exceptions) Voyage frustration or cancellation of the adventure, Radioactive or nuclear risks, including hostile use of weapons involving nuclear reaction

Duration / Transit Clause, Coverage attaches when the cargo is loaded onto an overseas vessel. It terminates either upon discharge at the final port or 15 days after vessel's arrival, whichever occurs first. If on-carriage or deviation occurs, the coverage may extend or reattach (subject to notice to insurers and additional premium if required). Cover for derelict weapon risks is extended up to 60 days post-discharge when in transit by other conveyance, unless otherwise agreed Conditions & Additional Terms The Assured must act with reasonable despatch in all controllable circumstances. Insurance is governed by English law and practice. Prompt notice to insurers is required for changes such as reattachment or change of voyage; entitlement to cover depends on compliance with this obligation Institute War Clauses (Cargo) – CL 385 (Effective 01.01.2009) Risks Covered Covers war, civil war, rebellion, and related hostile acts Includes capture, detention, seizure, and derelict war weapons General Average & Salvage Covers salvage and general average charges in respect of insured war risks Exclusions Wilful misconduct, inherent vice, improper packing Ordinary leakage or wear and tear Delay (unless salvage expenses) Insolvency known at loading, voyage frustration, nuclear risks

Transit Clause & Duration Cover attaches at loading onto overseas vessel Terminates at final discharge or 15 days after vessel arrival Possible reattachment or extension subject to premium and insurer approval Conditions Must act with reasonable dispatch Governed by English law Prompt notification required for deviations and continuations and/or Institute War Clauses (Air Cargo) – CL 388 dated 01.01.2009 Institute War Clauses (Air Cargo) – CL 388 (effective date: 01 January 2009)

Risks Covered This insurance covers, unless excluded by Clause3, loss of or damage to the insured cargo caused by: 1.1 War, civil war, revolution, rebellion, insurrection or civil strife, or any hostile act by or against a belligerent power 1.2 Capture, seizure, arrest, restraint or detainment arising from the risks under clause 1.1, or any attempt thereof 1.3 Derelict war weapons such as mines, torpedoes, bombs or similar devices

Salvage Charges Insurance covers salvage charges incurred to avoid or mitigate loss from any covered war risk, except those excluded under Clause3

Exclusions No cover is provided for loss, damage or expense due to: Wilful misconduct by the Assured, Ordinary leakage, weight or volume loss, or ordinary wear and tear Insufficient or improper packing or preparation by the Assured prior to insurance attachment Inherent vice or nature of the goods Delay, even if caused by an insured war risk Insolvency or financial default of carriers known at time of loading Hostile use of atomic or nuclear weapons or radioactive force Transit Clause & Duration Attachment occurs when cargo is loaded onto an aircraft for overseas carriage.Termination happens upon discharge at the final destination or 15 days after arrival, whichever comes first. Reattachment/Extensions: If the cargo is transhipped (e.g. to air or sea), and subject to prompt notice and additional premium, cover may reattach under this clause or via corresponding sea-cargo or air-cargo war clauses depending on transport mode Coverage may continue during deviations or changes in transit routes, with insurer notification and possible adjustment

Change of Destination If destination changes post-attachment, prompt notification to insurers is required for new terms and premium. If loss occurs before such agreement, cover may still be provided if standard market terms would have applied

Conditions & Claims The Assured must hold an insurable interest at the time of loss to claim indemnity. Prompt notice of loss is required; evidence of insured value and supporting documentation must be provided. Clauses limiting coverage (3.8, 3.9, 4) override inconsistent provisions elsewhere to the extent of inconsistency. Salvage actions, duty to minimize loss, and waiver provisions are consistent with standard marine-war clause practice

Institute War Clauses (Air Cargo) – CL 388 (Effective 01.01.2009) Risks Covered Covers war and related hostile acts, capture or seizure, and derelict weapons causing loss or damage.

Salvage Charges Includes salvage expenses incurred to prevent or reduce loss from covered war risks.

Exclusions Wilful misconduct, ordinary leakage or wear and tear, Inadequate packing by the Assured prior to cover, Inherent vice of goods, delay, insolvency known at loading, Nuclear or radioactive war weapon use

Transit & Duration Attach when loaded onto aircraft for overseas shipment Terminates upon discharge or 15 days post-arrival Reattachable during multi-modal transit (air ↔ sea) subject to notice and premium Deviation or route change: notification required Change of Destination Prompt notification mandatory If loss occurs before insurer agreement, cover may still apply under reasonable commercial terms Conditions & Claims Requires insurable interest at loss, Prompt notice and documentation required for claims, Salvage duty and minimizing loss obligations apply

Inconsistencies with certain clauses are invalidated where specified Institute Strikes Clauses (Cargo) – CL 386 dated 01.01.2009 Institute Strikes Clauses (Cargo) – CL 386 (effective date: 01 January 2009) Risks Covered Insurance covers loss of or damage to the subject-matter insured caused by, except as excluded below: Strikers, locked-out workers, or persons involved in labour disturbances, riots or civil commotions Acts of terrorism committed on behalf of, or in connection with, any organisation seeking to overthrow or influence by force or violence any government (whether legally constituted or not) Acts by persons motivated by political, ideological or religious beliefs General Average & Salvage

Covers general average contributions and salvage charges incurred to prevent or mitigate loss caused by a covered risk, as per the contract of carriage or applicable trade practice. **Exclusions** This insurance does *not* cover any loss, damage or expense arising from: Wilful misconduct by the Assured, Ordinary leakage, weight loss or volume loss, or normal wear and tear, Insufficiency or unsuitability of packing/ preparation by the Assured or its employees prior to attachment, Inherent vice or natural characteristics of the goods, Delay—even if caused by a covered strikes risk (unless salvage expenses in general average) Insolvency or financial default of carriers or operators known at loading, Absence, shortage or withholding of labour due to strike, lockout, labour disturbance, riot or civil commotion, Loss based on frustration or cancellation of the voyage/adventure itself

Duration / Transit Clause The insurance continues during delays beyond the Assured's control, deviations, forced discharge, reshipment or transhipment, and any variation of transit arising from standard carrier liberties, unless otherwise terminated per clause provisions. If carriage is terminated at a location other than the named destination, coverage remains effective only if prompt notice is given to insurers and continuation of cover requested. Change of Voyage If the destination is changed after the insurance attaches, prompt notice must be given to insurers for agreement on new rates/terms. Coverage may apply even before formal insurer agreement, provided that standard market terms would have been available under the new voyage. Institute Strikes Clauses (Cargo) – CL 386 (Effective 01.01.2009) Risks Covered Labour disturbances, riots, strikes, lockouts, Terrorist acts on behalf of organisations seeking government overthrow, Acts by individuals with political, ideological, or religious motives

General Average & Salvage, Covers salvage and general average costs incurred in connection with covered strikes peril

Exclusions, Wilful misconduct, inadequate packing, Ordinary wear and tear, inherent vice, Delay, insolvency known at loading, Labour-related shortages or disruptions, Voyage frustration or cancellation

Duration & Transit Remains active during deviation, delay, forced discharge, transshipment Requires prompt insurer notification if carriage terminates earlier than planned destination.

Change of Voyage Prompt notification mandatory for any post-attachment destination change Cover may still apply under commercial terms if loss occurs before insurer agreement and/or Institute Strikes Clauses (Sea Cargo) – CL 389 dated 01.01.2009 Institute Strikes Clauses (Sea Cargo) – CL 389 (effective date: 01 January 2009)

Risks Covered Covers loss of or damage to the insured cargo caused by: Strikers, locked-out workers or persons involved in labour disturbances, riots or civil commotions Acts of terrorism committed on behalf of or in connection with any organisation seeking to overthrow or influence by force or violence any government (whether legally constituted or not) Individuals acting from political, ideological or religious motives

Salvage & General Average Covers general average contributions and salvage charges incurred to prevent or mitigate loss from a covered peril, as adjusted under the contract of carriage or prevailing trade practice Exclusions Insurance does not cover: Wilful misconduct by the Insured Ordinary leakage, weight/volume loss or normal wear and tear Insufficient or unsuitable packing/ preparation by the Insured or their employees prior to insurance attachment Inherent vice or nature of the goods Loss or damage due to delay—even if caused by a strikes risk (except salvage expenses under general average) Avoidance of Delay & Conditions The Insured must act with reasonable despatch in all controllable circumstances Policy governed by English law and practice

Institute Strikes Clauses (Sea Cargo) – CL 389 (Effective 01.01.2009) Risks Covered Labour disturbances, riots, strikes and lockouts Terrorist acts tied to political agendas Acts by persons with ideological or religious motives General Average & Salvage Covers general average and salvage charges linked to covered strikes perils Exclusions Wilful misconduct, inadequate packing/ preparation Ordinary leakage or inherent vice of goods Delay-related loss (except salvage under general average)

Conditions Must act with reasonable dispatch Governed by English law Standard claims procedures and obligations follow Deductible:

NIL deductible shall apply to each and every loss.

Policy Reference: Subject to the full Terms and Conditions outlined in the official Policy Wordings available at: www.portcaptains.ltda

Reminder Conditions of Insurance
(for full Conditions, see link below) Institute Cargo Clauses (A) CL 382 dated 1.1.09 and/or Institute Cargo Clauses (Sea) CL 387 1.1.09; Institute War Clauses (Cargo) CL 385 dated 1.1.09 and/or Institute War Clauses (Air Cargo) CL 388 dated 1.1.09; Institute Strikes Clauses (Cargo) CL 386 dated 1.1.09 and/or Institute Strikes Clauses (Sea Cargo) CL 389 dated 1.1.09.NIL deductible to apply each and every loss Subject to the Full Terms and Conditions outlined in the Policy Wordings found on www.portcaptains.ltda No insurance cover is in place unless a certificate of marine cargo insurance is issued correctly in accordance with the Policy Wording and Policy Schedule agreed by us.Instructions to be followed in the event of Loss or Damage In the event of a loss, please report your claim to the Adjuster Office listed in this certificate immediately after delivery or scheduled delivery in the event of claim for non-delivery. To enable claims to be dealt with promptly, please submit all available supporting documents as applicable: 1) Original or a copy of this Certificate of Insurance, 2) Original or copy of Shipping Invoices together with Shipping specifications and /or weight notes, 3) Original bill(s) of lading and/or other contract of carriage (Full set in the event of a total loss), 4) Original Survey Report or other documentary evidence to show the extent of the loss or damage, 5) Landing account and weight notes at final destination, 6) Copies of all claim made against the Carrier (s) and replies thereto, 7) Copy of customs documents, 8) A detailed statement of claim

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