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<b>PART 1 - RULES</b>		

## SECTION 2 - SATA INTERNACIONAL INSURANCE POLICY

### 2. GENERAL CLAUSES

Consignments may be insured through SATA INTERNACIONAL or its agent, by the request of shipper, consignee or any other entity involved in the contract of carriage.

This insurance is subject to the terms and conditions as set forth in the open policy Nbr. 10028 1Nov88/98, which SATA INTERNACIONAL holds with Insurance, company AÇOREANA DE SEGUROS, on behalf of interested parties requesting the insurance.

Note: Consolidated consignments and unconsolidated consignments may be insured only if the insurance cover the whole consignment.

IATA does not allow insurance of parts of consignment.

#### 2.1. REQUEST OF INSURANCE

When the request for insurance is made, the interest party shall provide all the information regarding, mentioned in the Air Waybill:

- A- Nature of goods
- B- Amount to be insured (see clause 2.5.)
- C- Class of risks to be insured

Note: The condition providing the largest cover of risk will be applied, when the risks to be insured are not exactly defined.

#### 2.2. COVERAGE

The applicable conditions of insurance cover all risks of loss or damage from external causes, during the period of insurance, in accordance with the Institute Cargo (Air) Clauses – all risks. War and Strike risks as per Institute War Clauses (Air Cargo) and Institute Strike clauses (Air Cargo) are automatically covered, except for consignments to/from countries as referred in clauses 13, for which an additional premium is required for this kind o coverage.

The following risks are excluded from the coverage:

- a) Loss of market, decrease of value, etc, due to result of delay.
- b) Weight changes not resultant of accident or incidents occurred during insurance validity.

For more exclusions and details, please see respective conditions.

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**2.1. VALIDITY OF INSURANCE**

**2.3.1. The insurance is effective:**

**2.3.1.1.** From the moment in which cargo is accepted and insured from the shipper by SATA INTERNACIONAL or any of its authorised agents.

**2.3.1.2.** Till the moment of delivery of goods to the consignee or its representative at the point of destination.

**2.3.2.** The period of validity of insurance shall not exceed 30 days, after the unloading of the goods from the aircraft, at the airport warehouse of destination as mentioned in the air waybill.

**2.3.3.** The necessary awaiting due to official formalities, including customs and others are covered by the period of 30 days as per 2.4.2.

**2.3.4.** The permanencies in carrier's warehouses involved in transport are covered, if not exceeding the 30 days as per 2.4.2.

**2.3.5.** In no event, the insurance can be affected or the amount increased after the air waybill has is issued, and or the consignment is in transit course.

**2.4. INSURED AMOUNT**

**2.4.1.**

Insured amount shall be the value of goods at destination, i.e. invoice value until invoice value plus packing freight cost charges, customs duties, insurance premium and normal profit of destination.

**2.4.2.**

In case of claim the Insurance Company as the right of demanding comprovation of insured value and to reduce it according to 2.4.1.

**2.4.3.**

If insured value is less then effective value of goods, Insurance Company will respond by damage and loss proportionally.

**2.4.4.**

When the air waybill mention Value Declared for Carriage and/or Value Declared for Customs those values must be of the same value of the insurance goods.

**2.5. MAXIMUM INSURED AMOUNT**

- The insured amount per each consignment shall not exceed 448.918,10 EURO and 897.836,20 EURO, each plane/flight
- For goods classified under category of tariff C, the limit of insured amount per each consignment is 89.784,60 EURO, and the limit of insured amount per each aircraft/flight 448.918,10 EURO.
- If higher amount than the above is required, a request should be made in advance to SATA INTERNACIONAL, for prior arrangements with the Insurance Company.

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## 2.6. PAYMENT OF INSURANCE PREMIUM

At the time of issuance of the air waybill the premium may be paid:

- a) At the origin (Prepaid)
- b) At destination (Charges Collect) if this facility of payment is available in the concerned destination.

Note: In case of refusal of the payment of premium, the assured has no rights for indemnity.

## 2.7 CURRENCY

The insurance may be made in the currency of country from where the shipment is carried, in Euro, UK Pound and US Dollar. Indemnity is in payable the same currency in which the insurance is made or in its equivalent if the losses is settled in the country of destination.

## 2.8 CLAIMS

### 2.8.1

In case of damage the same must be reported at the nearest SATA office, with the next documentation:

- Claimant letter or its equivalent described the damages extension and danification.
- Commercial invoice copy relative to all shipped goods under the air waybill; if the consignment consist on used articles, domestic objects, personal objects, etc. shall be listed all the articles and their values.
  
- The air waybill copy.
- In case of claim superior or equivalent to 200, 00 Euro a Damage Certificate, resulting of the insurance Survey, must be required.

The Survey cost must be part of the claim amount and will be refund if the claim is considered consequent.

### 2.8.2

All damage reports shall be delivered to SATA that after analysis will send the process to the Insurance Company, for final decision. AÇOREANA DE SEGUROS shall always proceed to the liquidation of indemnity amount.

### 2.8.3

The AÇOREANA DE SEGUROS, Insurance Company, is responsible for the indemnity payment.

Whenever any claim, covered by this insurance, is considered irrelevant, the claimant just may use his rights against AÇOREANA DE SEGUROS, without involvement of SATA or his authorised Agent and/or others Carriers involved.

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**2.9 SERVEY'S COMMISSIONER**

To do carry out inspections request, contact:

AÇORES – Companhia de Seguros Açoreana S.A.

MADEIRA – Companhia de Seguros Açoreana S.A.

PORTUGAL CONTINENTAL – Companhia de Seguros Açoreana S.A.

OTHER COUNTRIES – Loyd's ou outro na sua ausência.

**2.10 CERTIFICATE OF INSURANCE**

Are considered sufficient proves of Insurance, the following documents:

- a) Shipper's written instructions received by SATA.
- b) Air Waybill SATA with insurance value declared, prize/premium and applicable condition.

**2.11 ADICIONAL PREMIUM FOR WAR AND STRIKES RISKS**

For commodities provided or with final destination of countries that consists of Prizes Table – III or carried between two of this countries, shipper must pay additional values mentioned by AÇOREANA DE SEGUROS, for each carry, in case of pretension of covering War and Strikes risks, in terms of "Institute War Clauses (Air Cargo) e "Institute Strikes Clauses (Air Cargo)".

**3. GOODS CATEGORIES**

**A. General cargo (non dangerous)**

Not mentioned on conditions B to H and that not owns/possess a fragile component more than 10% of is total value.

NOTE: In case of fragile objects that exceed 10%, is applicable condition D with full value cover.

B. Furniture (excluding antiques), Furniture Home Stuffing, Clothing Articles (excluding as furs as furs articles)

Tape recorders; video and photograph cameras; radios; electric calculators; computers and accessories.

NOTE: In case of fragile components that exceed 10%of the total value of consignment its applied D category.

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**GOODS CATEGORIES  
(CONT.)**

**C.** Bank Notes and Coins (Insured by the face value); Traveller's Cheques; Titles; Actions; Precious Metals (bar, sheet, ingot, or others forms); Obligations and Negotiable Coupons.

Precious Stones and Semi Precious; Natural Pearls or of culture (just applied in precious materials); Jewellery (except imitations stones and diamonds for industry purposes – Category A tax is applicable)

Art objects, as:

Paintings, photographs, drawings and collection objects (excluding stone sculptures, marble or other material – category tax D).

**D.** Fragile Cargo (With appropriate packing).

Crockery and ceramic articles, china, glass, acrylic and "Pyrex" glass or plastic, sanitary crockery, brick including waterproof bricks, cement products, melted iron, stone's powder crockery, antique furniture, radio tubs, television and x-ray, lab articles, neon tubes, light bulb and electric globes.

Radio accessories and television, watches (excluding damages), bottled drinks, glasses for vehicles and others Fragile Articles; furs and furs articles.

**E.** Perishable Goods and Radioisotopes.

Including deterioration due delay. If this cover isn't requested applies Category A tax.

**F.** Cut Flowers.

These category taxes include vice proper (inherent risks) by it. If this cover isn't requested apply Category A.

**G.** Live Animals (only mammals, excluding all monkey classes and simious).

**a)** Death covers, excluding any injuries since they are healthy at acceptance.

**b)** Cover of death or mortality and/or injury caused by accident during the transport (by plane or by land carriage) or cover of the container, since the animal health is guaranteed at acceptance for the transportation/risk.

**H.** Live Animals, primates and others including aquatic mammals, birds, reptiles, fishes (excluding seafood and live eels to consumption in these case should be applied the category E tax).

Note: Cover of death or mortality excludes injuries for any causes, since the animal is healthy at the act of the risk/transportation.

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4. INSURANCE TABLE

GOODS CLASSIFICATION  
TAXES / ZONES

CATEGORY		I	II	III	IV	V
A		0,10%	0,15%	0,30%	0,30%	0,40%
B		0,25%	0,40%	0,60%	0,70%	0,80%
C		0,30%	0,50%	0,65%	0,80%	0,85%
		except from/to JFK 1,00%				except from/to HKG 1,00%
D		0,60%	0,90%	1,25%	1,50%	1,75%
E		1,50%	1,75%	2,00%	2,25%	2,50%
F		2,00%	3,00%	3,00%	3,25%	3,50%
G(a)		1,50%	1,75%	2,00%	2,25%	2,50%
G(b)		2,75%	5,00%	5,00%	5,50%	6,00%
H		2,50%	4,50%	4,50%	5,00%	5,50%

INSURANCE ZONES

I – Within Europe and between Europe and North America.

II – Between Europe / North America and South America

III – Between Europe and P.A.L.O.P. (a).

IV – Between Europe / North America and Africa except P.A.L.O.P.

V – All the Areas not include above.

(a) - P.A.L.O.P. Official Portuguese Language Countries, that include Angola, Cabo Verde, Guiné-bissau, Moçambique, são Tomé e Príncipe.

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INSURANCE TABLE (CONT.)

The Amounts shown at the Table are total amounts.  
The minimum value of the Amount is 2, 50 Euro.

12. ADITIONAL STORAGE INSURANCE

In the case of additional insurance request for a 30 days period, since the insurance be in force, shall be requested to Açoreana de Seguros The extension of death line and its applicable additional tax.

13. WAR AND STRIKES

There are open at all categories, except when are remittances/shipments required from/to or between next countries:

Afghanistan, Angola, Armenia, Azerbaijan, Colombia, El Salvador, Ethiopia, Ex- Yugoslavia, Georgia ( including Abkhazia), Guinea, Haiti, Iraq, Lebanon, Liberia, Mozambique, Papua, New Guinea, Bougainville, Somalia and Zaire.

NOTE1: Shall be made a previous consult to the Insurance Company about the applicable tax.

NOTE2: The Strike Taxes or the War Taxes or even the list of excluded countries is subjected at charges whose advice will be done in a very short death line.