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General and Special Conditions of the Policy

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GENERAL CONDITIONS

PRELIMINARY CLAUSE

1. Between AGEAS Portugal - Companhia de Seguros, S.A., hereinafter referred to as Insurer, and the Policyholder mentioned in the Particular Conditions, an insurance contract is entered into, governed by these General Conditions and Particular Conditions and, if underwritten, by the Special Conditions, in accordance with statements set out in the underlying proposal, which is an integral part.
2. The personalisation of this contract is made in the Particular Conditions along with, among others, identification of the parties and their domicile, the Insured Person's data and the determination of the premium or formula for its calculation.
3. The coverages are provided for in the General Conditions or in the Special Conditions and need to be specifically identified in the Particular Conditions.
4. In addition to the Conditions provided for in the preceding paragraphs and which constitute the Policy, this contract is also made up of concrete and objective advertising messages contrary to the Policy's clauses, unless the latter are more favourable to the Policyholder, the Insured Person or the Beneficiary.
5. The provisions of the preceding paragraph shall not apply to advertising messages which have not been broadcast for more than one year prior to signing of the contract, or where the messages themselves set a period of validity and the contract has been signed outside that period.

CHAPTER I

DEFINITIONS, OBJECT AND COVERAGES

CLAUSE 1 - Definitions

For the purposes of this contract, the following definitions apply:

POLICY: set of Conditions identified in the preceding clause, which formalises the concluded insurance contract;

INSURER: the entity that is legally authorised to offer compulsory fire insurance and underwrites this contract;

POLICYHOLDER: the natural or legal person who enters into this contract with the Insurer, and is liable for the premium payment;

INSURED PERSON: the person or entity who holds the insured interest; terms of the agreement, which are object of this contract;

THIRD PARTY: party which, as a consequence of an incident covered by this contract, suffers an injury which, under the terms of civil law and this policy, may be repaired or compensated;

CLAIM: confirmation, in whole or in part, of the event that triggers the activation of the risk coverage provided for in this contract, deemed to be a single incident or event or series of events resulting from a single cause;

DEDUCTIBLE: amount that the Insurer is not responsible for and is required to settle a claim, according to the terms of the insurance contract.

CLAUSE 2 - OBJECT

This contract is intended to fulfil the civil liability insurance obligation under the terms set out in the Special and Particular Conditions.

CLAUSE 3 - COVERAGES

1. This contract covers, up to the stipulated limit in the Particular Conditions, the risk of establishing, in the Insured Person's assets, an obligation to compensate third parties resulting from the activity carried out by the Insured Person and specified in the particular and special conditions.

2. When other coverages are underwritten, their conditions shall not result in a decrease in the coverages provided for compulsory insurance.

CLAUSE 4 - Exclusions

The following are not covered by this policy:

- a) Accidents due to acts of war and terrorism;**
- b) Payments due as a result of criminal, misdemeanour or disciplinary responsibility;**
- c) Damage caused to the Insured Person's employees, collaborators or representatives, while working for the Insured Person, provided that such damage results from an accident that falls under the legislation on work accidents or professional illness;**
- d) Damage caused to shareholders, partners, directors, managers or other legal representatives or agents of the legal person whose liability is guaranteed;**
- e) Damage caused to any person whose civil liability is covered by this Policy, their spouse, person living in a de facto union or with whom they live or whom is under their custody, as well as their ascendants and descendants;**
- f) Damage resulting from accidents caused by aircraft as well as all space risks;**
- g) Damage resulting from, directly or indirectly, an explosion, release of heat or radiation from the fission or fusion of atoms, artificial particle acceleration or radioactivity;**
- h) Damage resulting from strike, riots, civil commotion, sabotage, piracy, acts of vandalism, civil or military insurrections or decisions of authorities or forces usurping authority, assaults and kidnappings, as well as any accident caused by war equipment;**
- i) Damage resulting from force majeure or acts of God, namely those associated with earthquakes, hurricanes, waterspouts, cyclones, floods and any other natural phenomena of a catastrophic nature, provided that the damage results exclusively from such phenomena and**

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the Insured Person has not contributed, by action or omission, to their occurrence, namely due to non-compliance of technical rules to which they are legally obliged;

j) Damage resulting from costs and any other expenses arising from criminal proceedings, bails, penalties, fines, fees or other charges of the same nature;

k) Damage consisting of compensation fixed as punitive damage, damage resulting from acts of revenge, exemplary damage and others of this nature;

l) Damage arising from or related to, or caused directly or indirectly by asbestos, asbestos fibres, lead or derivatives of these products, when the Insured Person, aware of the existence of these elements and their derivatives, does not take the necessary actions to avoid damage.

CLAUSE 5 - TERRITORIAL AND TEMPORAL SCOPE

1. Unless otherwise agreed, duly expressed in the Particular Conditions, this contract only takes effect in relation to claims occurring in national territory.

2. Unless otherwise expressly stated in the Particular Conditions, or application of a legal or regulatory provision, this contract covers the Insured Person's civil liability for events generating civil liability occurred during the contract period, covering claims for damages resulting from harmful events unknown to the parties and which occurred during that period, even if the claim is filed in the year following the end of the contract.

3. The claim provided for in the preceding paragraph shall not be accepted after termination of the contract, should the risk be covered by a subsequent insurance contract.

CHAPTER II

RISK STATEMENTS

CLAUSE 6 - DUTY OF INITIAL RISK STATEMENT

1. The Policyholder or the Insured Person is required to, prior to signing the contract, accurately declare all circumstances of which they are aware and should reasonably deem to be significant to the Insurer's risk assessment.

2. The provisions of the preceding paragraph shall also apply to circumstances for which no reference is requested in any questionnaire provided by the Insurer for that purpose.

3. The Insurer who has accepted the contract, save if there is deliberate misconduct by the Policyholder or the Insured Person with the intent to obtain an advantage, cannot take advantage:

- a) Of the failure to answer a question in the questionnaire;
- b) Of an imprecise answer to a question formulated in too general terms;
- c) Of the inconsistency or obvious contradiction in the answers to the questionnaire;
- d) Of the fact that its representative, when the contract is entered into, knew to be inaccurate or, when having been omitted, knew about;
- e) Of circumstances known to the Insurer, in particular when they are public and notorious.

4. The Insurer, before signing the contract, must explain the duty referred to in paragraph 1 to any Policyholder or Insured Person, as well as the provisions governing breaches thereof, under penalty of incurring civil liability, in general terms.

CLAUSE 7 - DELIBERATELY FRAUDULENT BREACH OF THE DUTY OF INITIAL RISK STATEMENT

1. In the event of deliberately fraudulent breach of the duty referred to in paragraph 1 of the preceding clause, the contract may be annulled by a declaration sent to the Policyholder by the Insurer.

2. In the absence of a claim, the statement referenced in the preceding paragraph must be sent within three months of becoming aware of the breach.

3. The Insurer is not obligated to cover an incident that occurs before becoming aware of the deliberately fraudulent breach referred to in paragraph 1 or within the deadline provided for in the preceding paragraph, following the general annulment scheme.

4. The Insurer has the right to the premium due by the end of the deadline referred to in paragraph 2, unless the Insurer or its representative has engaged in gross or deliberate negligence.

5. In the event of deliberate misconduct by the Policyholder or the Insured Person for the purpose of obtaining an advantage, the premium is due until the end of the contract.

CLAUSE 8 - NEGLIGENT BREACH OF THE DUTY OF INITIAL RISK STATEMENT

1. In the event of negligent breach of the duty referred to in clause 6(1), the Insurer may, through a statement sent to the Policyholder within three months of becoming aware of such a breach:

- a) Propose an alteration to the contract, setting a deadline of no later than 14 days, to send the acceptance or, if admitted, the counteroffer;
- b) Cause the contract to terminate, showing that, under no circumstances, does it enter contracts for the coverage of risk related to the omitted or inaccurately stated fact.

2. The contract ceases to be effective 30 days after the statement of termination has been sent or 20 days after receipt of the proposed alteration by the Policyholder, should there be no answer or it is rejected.

3. In the case referenced in the preceding paragraph, the premium shall be returned *pro rata temporis*, taking into account the existing coverage.

4. Should, prior to termination or alteration of contract, a claim occur whose verification or consequences have been influenced by a fact relative to which there have been negligent omissions or inaccuracies:

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- a) The Insurer shall cover the claim in proportion to the difference between the premium paid and the premium that would have been due if, at the time the contract was concluded, they had known of the omitted or inaccurately stated fact;
- b) The Insurer, having demonstrated that they would not, under any circumstances, have signed the insurance contract had they had known of the omitted or inaccurately stated fact, shall not cover the claim and are only bound to refund the premium.

CLAUSE 9 - RISK INCREASE

1. The Policyholder or the Insured Person has the duty to, during the contract's execution, within 14 days after becoming aware of the fact, communicate all circumstances that increase the risk to the Insurer, provided that these, had they been known by the Insurer when entering into the contract, might have influenced the decision to enter a contract or within the conditions of contract.

2. Within 30 days of becoming aware of the risk increase, the Insurer may:

- a) Submit a proposal for contract modification to the Policyholder, which must accept or refuse it in an equal timeframe, after which the proposed modification is deemed approved;
- b) Terminate the contract by showing that under no circumstances is the Insurer to enter contracts that cover risks with characteristics resulting from such risk increase.

3. The contract resolution provided for in subparagraph b) of the preceding paragraph shall take effect 14 days from the date on which the notice of termination is sent to the Policyholder.

CLAUSE 10 - CLAIM AND RISK INCREASE

1. Should, before contract termination or alteration under the terms provided for in the preceding clause, a claim take place, the occurrence or consequence of which has been influenced by the risk increase, the Insurer:

- a) Shall cover the risk, paying the benefits due, if the aggravation had been correctly and timely reported before the claim or before the deadline provided for in paragraph 1 of the preceding clause;
- b) Shall partially covers the risk, reducing its benefit in proportion to the premium actually charged and that which would be due as a result of the actual risk circumstances, if the risk increase were not reported in a correct and timely manner before the claim;
- c) May refuse coverage in the event of deliberate misconduct by the Policyholder or the Insured Person for the purpose of obtaining an advantage, and retain the right to outstanding premiums.

2. In the situation provided for in subparagraphs a) and b) of the preceding paragraph, with the risk increase resulting effectively from the Policyholder or the Insured Person, the Insurer is not required to pay the benefit if it shows that under no circumstances does it conclude contracts that cover risks with the characteristics resulting from that risk increase.

CHAPTER III

PREMIUM PAYMENT AND ALTERATION

CLAUSE 11 - PREMIUM DUE DATE

1. Unless otherwise agreed upon, the initial premium, or first instalment thereof, is due when the contract is entered into.
2. Subsequent instalments of the initial premium, subsequent annuity premiums and successive annual instalments are due on the contractually established dates.
3. The portion of the variable amount premium relating to value adjustment and, where applicable, the Premium portion corresponding to contractual amendments are due on the dates indicated in the respective notices.

CLAUSE 12 - COVERAGE

The risk coverage depends on the prior premium payment.

CLAUSE 13 - PREMIUM PAYMENT NOTICE

1. **While the contract remains in force, the Insurer must notify the Policyholder in writing of the amount payable, as well as the payment method and place, at least 30 days prior to the date on which the premium, or its instalments thereof, become payable.**
2. **The notice must legibly state the consequences of non-payment for the premium or its instalment.**
3. **In insurance contracts where it is agreed to pay the premium in instalments every three months or less and in which contractual documentation indicates the due dates of the successive instalments of the premium and the respective amounts payable, as well as the consequences of their non-payment, the Insurer may choose not to send the notice referred to in paragraph 1, in which case it must provide proof of the issuance, acceptance and sending to the Policyholder of the contractual documentation referred to in this paragraph.**

ARTICLE 14 – NON-PAYMENT OF PREMIUM

1. **Non-payment of the initial premium or its first instalment on the due date determines the automatic termination of the contract from the date of its conclusion.**
2. **Failure to pay the subsequent annuities or the first instalment on the due date shall prevent the extension of the contract.**
3. **Non-payment determines the automatic contract resolution on the due date of:**

- a) An instalment of the premium during an annuity;
- b) An adjustment premium or portion of a variable amount premium;
- c) An additional premium resulting from a contractual modification based on a supervening aggravation of risk.

4. Non-payment, by the due date, of an additional premium resulting from a contractual amendment determines the inefficiency of the alteration, replacing the contract with the scope and conditions in force prior to the intended modification, unless sustainability of the contract proves impossible, in which case it is terminated on the due date of the unpaid premium.

CLAUSE 15 - ALTERATION OF PREMIUM

If there is no alteration in risk, any alteration of the premium applicable to the contract shall only take effect on the following annual maturity.

CHAPTER IV

TAKING EFFECT, DURATION AND VICISSITUDES OF THE CONTRACT

CLAUSE 16 - START OF COVERAGE AND TAKING EFFECT

1. The start date and time of the risk coverage are indicated in the contract, in compliance with the provisions of clause 12.
2. That established in the preceding paragraph is equally applicable to the start of contract effects, if it is different from the start of risk coverage.

CLAUSE 17 - DURATION

1. The duration of the contract is indicated therein and may be for a fixed period (temporary insurance) or for one year renewable for subsequent one-year periods.
2. The contract effects cease at midnight on the last day of its term.
3. The extension provided for in paragraph 1 does not take effect if either party terminates the contract at least 30 days prior to the date of extension or if the Policyholder fails to pay the premium.
4. This policy expires on the date in which the Insured Person stops being legally entitled to carry out the insured activity, in which case the premium reversal shall be processed, unless otherwise agreed, *pro rata temporis*, under the legal terms, for which the Policyholder communicates the situation to the Insurer.

CLAUSE 18 - EXPIRATION

This contract expires at the end of the stipulated validity period, if any, and in the event of supervening loss of interest or extinction of risk and whenever the total of the insured capital is

verified for the period of contract validity without the anticipated need for the replacement of such capital.

CLAUSE 19 - REVOCATION

The Insurer and the Policyholder may, at any time, cease the insurance contract by agreement.

Article 20 - TERMINATION

1. Insurance contracts concluded for a specified period and with automatic extension may be freely terminated upon notice by either party in order to prevent its extension.
2. Termination must be made by written statement sent to the recipient at least 30 days prior to the contract's extension date.
3. In the case of an insurance contract with a fixed duration or an initial period of five years or more, without prejudice to the preceding paragraph, termination shall be made at least 90 days before the contract's expiry date.

CLAUSE 21 - RESOLUTION

1. The parties may resolve the contract at any time should there be just cause, by registered post.
2. The Insurer may not invoke the occurrence of a claim as a material cause for the purpose set out in the preceding paragraph.
3. The premium amount to be returned to the Policyholder in the event of early contractual termination is calculated in proportion to the period of time that would elapse from the date of coverage cessation until contract maturity, except for a different calculation provided by the parties on the basis of an acceptable reason, such as the guarantee of technical separation between annual insurance and temporary insurance pricing.
4. Termination of the contract takes effect at midnight on the day in which it is effective.
5. Whenever the Policyholder differs from the Insured Person, the Insurer must notify the Insured Person of contract resolution as soon as possible, no later than 20 days after the non-renewal or resolution.
6. The contract resolution shall take effect 14 days from the date in which the resolution statement was sent to the Policyholder.

CLAUSE 22 - FREE RESOLUTION

1. In insurances with a duration equal to or greater than six months, the Policyholder, being a natural person, may resolve the contract without just cause within the 30 days immediately following receipt of the policy.
2. The contract resolution must be communicated to the Insurer in writing, on paper or another durable medium available and accessible to the Insurer.
3. The resolution has retroactive effect, the Insurer being entitled to the premium value, calculated in proportion to the period of time elapsed until the date of the resolution, to the extent that it has borne the risk up to that date, as well as the cost of the Policy, unless the resolution is based on non-compliance with the conditions of the contract, with the legal requirements applicable to it.
4. In the event of free resolution of an insurance contract entered into at a distance, the Insurer shall not be entitled to the benefits indicated in the preceding paragraph unless the insurance coverage starts before the free resolution of the contract at the request of the Policyholder.
5. The free resolution does not apply to insurance entered into at a distance with a duration of less than one month, nor to group insurance.

CHAPTER V

MAIN BENEFIT PROVIDED BY THE INSURER

CLAUSE 23 - BENEFIT LIMITS

1. The Insurer's liability is always limited to the maximum amount established in the Particular Conditions of the policy, whatever the number of people injured by an incident, and corresponds, at all times, to, at least, the minimum mandatory capital.
2. Unless otherwise agreed upon, established in the Particular Conditions:
 - a) When the compensation awarded to the injured persons is greater than or equal to the insured capital, the Insurer shall not answer for the legal fees;
 - b) Where the compensation awarded to the injured persons is lower, the Insurer is liable for compensation and for the same expenses up to the limit of the insured capital.
3. After the occurrence of a claim, the insured capital is automatically repaid, without prejudice of the payment by the Policyholder of the supplementary premium corresponding to its replacement.

CLAUSE 24 - DEDUCTIBLE

1. By express agreement, a portion of compensation due to third parties may be sustained by the Policyholder or the Insured Person, however, in the case of compulsory insurance, there is no such limitation of enforceable insurance.
2. It is the responsibility of the Insurer, in the event of a request for third party compensation, to account in full for compensation due, without prejudice to the right of refund for the deductible amount applied under the terms of the preceding paragraph.

CLAUSE 25 - INSUFFICIENT CAPITAL

1. If there are several injured persons in the same claim with the right to compensation that, in total, exceeds the insured capital, the rights of the injured persons against the Insurer are reduced proportionally up to the payment of that amount.
2. The Insurer who, in good faith and due to lack of knowledge of other claims, makes the payment of compensation for a value higher than that resulting from the provisions of the preceding paragraph, is released towards other injured persons for exceeding the insured capital.

CLAUSE 26 - PLURALITY OF INSURANCE

1. When the same risk relating to the same interest is insured by several Insurers for an identical period, the Policyholder or the Insured Person must notify the Insurer of this circumstance as soon as they become aware of it, as well as when reporting the Incident.
2. The fraudulent omission of the above information exonerates the Insurer from providing the corresponding benefits.
3. The claim confirmed within the scope of the contracts referred to in paragraph 1 is compensated by any of the Insurers as chosen by the Insured Person, within the limits of the corresponding instalment.
4. The provision of paragraph 2 is not enforceable by the Insurer against the injured person.

CHAPTER VI **OBLIGATIONS AND RIGHTS OF THE PARTIES**

CLAUSE 27 - OBLIGATIONS OF THE POLICYHOLDER AND INSURED PERSON

1. In the event of an incident covered by this contract, the Policyholder or the Insured Person undertake:
 - a) To communicate this fact in writing to the Insurer, within the shortest possible timeframe, no more than eight days from the date of occurrence or the date in which it becomes

knowledgeable, and thereby explaining its circumstances, possible causes and consequences;

b) To take the measures within their power to prevent or limit the consequences of the claim;

c) To provide the Insurer with the relevant information requested in regard to the claim and its consequences;

d) Not to prejudice the Insurer's right of subrogation to the rights of the Insured Person against the third party responsible for the incident, arising from the Insurer's incident coverage;

e) To comply with the safety requirements imposed by Law, regulations or clauses of this contract.

2. Breach provided for in subparagraphs a) to c) in the preceding paragraph determines, except as provided for in the following paragraph:

a) The reduction of Insurer benefit in view of the damage which the breach causes to it;

b) The loss of coverage should the breach be deliberate and be it determined to have caused significant damage to the Insurer.

3. The provisions of the preceding paragraph are not enforceable by the Insurer towards the injured person.

4. In the event of breach with the provisions of paragraph 1(a), the penalty provided for in paragraph 2 is not applicable when the Insurer has knowledge of the claim by any other means during the eight days provided for in that paragraph, or the obligated party proves that it could not reasonably have made the communication due at a time prior to that one which was made.

5. Breach with the provisions of paragraph 1(d) shall determine the liability of the defaulting party up to the limit of compensation paid by the Insurer.

CLAUSE 28 - OBLIGATIONS OF THE INSURER TO REFUND EXPENSES INCURRED DUE TO CLAIM WITHDRAWAL AND MITIGATION

1. The Insurer pays the Policyholder or the Insured Person the expenses incurred in compliance with the duty set out in paragraph 1(b) of the preceding clause, provided that these are reasonable and proportionate, even if the means employed prove ineffective.

2. The expenses indicated in the preceding paragraph must be paid by the Insurer in advance of the settlement claim date, when the Policyholder or the Insured Person requires refund, and the circumstances do not prevent this and the claim is covered by insurance.

3. The amount due by the Insurer under the terms of paragraph 1 is deducted from the amount of the available insured capital, unless it corresponds to expenses borne in compliance with specific determinations from the Insurer or its autonomous coverage resulting from the contract.

CLAUSE 29 - SUBROGATION BY THE INSURER

1. The Insurer who has paid the compensation is subrogated, to the extent of the amount paid, to the rights of the Insured Person against the Third Party responsible for the incident.

2. The Policyholder is liable, up to the limit of compensation paid by the Insurer, for an act or omission that undermines the rights provided for in the preceding paragraph.

CLAUSE 30 - LEGAL DEFENCE

1. The Insurer may intervene in any judicial or administrative proceedings in which the obligation to indemnify is discussed, whose risk is the subject of the contract, bearing the costs incurred thereof.

2. The Insured Person must provide the Insurer with all information reasonably required by the Insurer and refrain from aggravating the substantive or procedural position of the Insurer.

3. When the Insured Person and the injured person have taken out insurance with the same Insurer or if there is any other conflict of interest, the Insurer must inform the interested parties of this circumstance.

4. In the case provided for in the preceding paragraph, the Insured Person, frustrated with the dispute resolution by agreement, may entrust their defence to whomever they wish, and the Insurer, unless otherwise agreed, must assume the costs arising in proportion to the difference between the amount proposed by the Insurer and that obtained by the Insured.

5. The Insurer, who has not provided consent nor acknowledgement on behalf of the Insured Person, of the right to payment of compensation that is made to the Insured is unenforceable.

CLAUSE 31 - OBLIGATIONS OF THE INSURER

1. The Insurer replaces the Insured Person in the amicable or litigious settlement of any Claim that, under this contract, occurs during the contract period, bearing the expenses up to the limit of the insured capital, including legal fees, arising from such settlement, and subject, for this purpose, to the lawsuits of injured third parties or their descendants.

2. The investigations and expert examinations necessary for the recognition of the claim and the assessment of damage must be performed by the Insurer with the appropriate promptness and diligence, under penalty of being liable for losses and damages.

3. The Insurer must pay compensation, or authorise repair for the damage, as soon as the investigations and necessary valuations for the recognition of Insured Person liability and the establishment for the amount of damages have been completed.

4. Once 30 days have elapsed following the conclusions provided for in the preceding paragraph without the payment of the compensation or authorisation for repair of the damage, due to a cause that is unjustified or attributable to the Insurer, interest is due at the legal rate in force on, respectively, the amount of said indemnity or the average price at market values of the repair of the damage.

CLAUSE 32 - INSURER'S RIGHT OF RECOVERY

1. Once compensation has been paid, the Insurer has the right of recovery, regarding the amount spent, against the insurance Policyholder or the Insured Person:

- a) By deliberate acts or omissions of the Policyholder or Insured Person, or of persons for whom the Policyholder or the Insured Person is civilly liable;
- b) When the cause of the claim is an infraction of applicable laws or regulations;
- c) When in a state of dementia or under the influence of alcohol, narcotics, toxic products or other drugs or abandoning the injured persons;
- d) Due to breach of the provisions of clause 27(1)(a) to (c).

2. The provision in the preceding paragraph is also applicable against the Policyholder or the Insured Person who has wrongfully injured the Insurer after the claim.

CHAPTER VII MISCELLANEOUS PROVISIONS

CLAUSE 33 - INTERVENTION OF THE INSURANCE INTERMEDIARY

1. No insurance intermediary is deemed to be authorised, on behalf of the Insurer, to enter into or terminate insurance contracts, to contract upon or amend the obligations arising thereof, or to validate additional statements, except as provided for in the following paragraphs.

2. The Insurance Intermediary to whom the Insurer has granted the necessary powers of attorney, in writing, may enter into insurance contracts, contract upon or amend the obligations arising thereof or validate additional statements, on behalf of the Insurer.

3. The lack of specific powers of the insurance intermediary for this purpose notwithstanding, the insurance is deemed effective when there are strong and objectively appraised reasons, taking into account the circumstances of the case, which justify the Policyholder's confidence in the good faith of the insurance intermediary, provided the Insurer has equally contributed to establishing the Policyholder's confidence.

CLAUSE 34 - SANCTIONS

The Insurer shall not be liable for guaranteeing any coverage, making any claim payment or providing any other benefit subject to this insurance contract inasmuch as such coverage, payment, claim settlement or benefit provision exposes the Insurer to any sanction, prohibition or restriction imposed by resolution of the United Nations Organization or imposed by sanctions, laws or commercial or economic regulations of the European Union, provided they are applicable under Portuguese law.

CLAUSE 35 - COMMUNICATIONS AND NOTIFICATIONS BETWEEN THE PARTIES

- 1. The communications or notifications from the Policyholder or the Insured Person provided for in this Policy are considered valid and effective if they are remitted to the head office of the Insurer.**
- 2. The communications provided for in this contract must be in writing or delivered via another means leaving a durable record.**
- 3. The Insurer is only obligated to send the communications provided for in this contract should the recipient of the communication be duly identified in the contract, and the communication be considered valid should it be forwarded to the corresponding address contained in the Policy.**
- 4. A change in the means of contact and addresses referred to in the preceding paragraph must be communicated to the Insurer within 30 days of the date on which it is verified, by registered post with notice of receipt or by any other means in which a durable record remains, upon failure of which communications or notifications made by the Insurer to the outdated means of contact and addresses shall be considered as valid and effective.**

CLAUSE 36 - COINSURANCE

The special coinsurance condition shall apply to contracts in which the risk is covered jointly by several Insurers.

CLAUSE 37 - CLAIMS, ARBITRATION AND ALTERNATIVE DISPUTE RESOLUTION

- Without prejudice to the appeal to the Courts, the Policyholder or the Insured Person may submit claims arising from the interpretation or application of this contract to the department responsible for managing the Insurer's claims, to the Customer Ombudsman or to the Autoridade de Supervisão de Seguros e Fundos de Pensões [Insurance and Pension Funds Supervisory Authority] (www.asf.com.pt), according to their legal powers.
- Disputes arising from the validity, interpretation, execution and default of the insurance contract may be settled by arbitration.
- The arbitration provided for in the preceding paragraph follows the general Arbitration Law scheme.
- In the event of a consumer dispute, the consumer may resort to the alternative dispute resolution entity indicated in the Particular Conditions.

CLAUSE 38 - APPLICABLE LAW AND JURISDICTION

- This contract shall be governed by Portuguese law.
- The competent jurisdiction to settle any disputes arising from this contract is that established by civil law.

SPECIAL CONDITION

CIVIL LIABILITY

PRELIMINARY CLAUSE

This Special Condition, when underwritten and specifically identified in the Particular Conditions, shall complement and prevail over the provisions of the General Conditions.

CLAUSE 1 – OBJECT AND GUARANTEES OF THE CONTRACT

- 1. Under the terms of this Special Condition, the Insurer guarantees the Insured Person's civil liability as the owner of a pet mentioned in the Particular Conditions, for property and non-property damage resulting from personal or material injuries caused to third parties by the animal held by the Insured Person.**
- 2. When the animal identified in the Particular Conditions is of a breed considered dangerous or potentially dangerous, as a companion animal, this coverage corresponds to the obligation of the animal's holder to enter into a civil liability insurance contract under the terms of the special legislation applicable.**
- 3. The guarantees of this contract do not cover animals used in circus shows, nor those that participate in shows, competitions, contests, exhibitions, advertising and similar events, unless otherwise stipulated in the Particular Conditions.**
- 4. Upon payment of the premium surcharge due and when expressed in the Particular Conditions, compensation due to third parties for damages and losses caused by the animal in Spain may be guaranteed.**
- 5. Upon payment of the premium surcharge due and when expressed in the Particular Conditions, compensation due to third parties for damages and losses caused by the animal in competitions and shows may be guaranteed.**

CLAUSE 2 - EXCLUSIONS

- 1. For the purposes of this special coverage, and by way of derogation from the exclusions provided for in clause 4 of the General Conditions, the following damages are excluded:**
 - a) Those caused to the Insured Person's employees or representatives, while working for the Insured Person, provided that such damage results from an accident that falls under the legislation on work accidents;**
 - b) Those caused to partners, managers, legal representatives or agents of the legal entity whose liability is guaranteed;**
 - c) Those caused to any persons whose liability is guaranteed by this contract, as well as to the Insured Person's spouse (or person with whom they live in a de facto union), ascendants and descendants, or cohabitants or persons under their care, as well as the owner, carer or animal user;**

- d) Those caused by animals while hunting, which, under the terms of the law, must be subject to mandatory civil liability insurance;**
- e) Those due to liability for accidents that occur with vehicles that, under the law, must be subject to mandatory civil liability insurance;**
- f) Those resulting from costs and any other expenses arising from criminal proceedings, bails, penalties, fines, fees or other charges of the same nature;**
- g) Those caused by failure to comply with the legal provisions in force which regulate the ownership of companion animals;**
- h) Those caused by the transportation of animals in vehicles not suitable for that purpose, as well as those caused to vehicles transporting animals;**
- i) Those caused to other animals of the same species;**
- j) Those resulting from non-compliance with hygienic, prophylactic and therapeutic measures recommended for infectious and contagious or parasitic diseases;**
- k) Those resulting from war, strike, lock-out, riots, civil commotions, assaults, sabotage, terrorism, acts of vandalism, civil or military insurrections or decisions by authorities or forces usurping authority, robberies and air piracy.**

CLAUSE 3 - RIGHT OF RECOVERY

In addition to the provisions of the General Conditions, once the compensation has been paid, the Insurer also has the right of recovery against the owner of the animal, when they are civilly responsible.

SPECIAL CONDITION VETERINARY ASSISTANCE

PRELIMINARY CLAUSE

This Special Condition, when underwritten and specifically identified in the Particular Conditions, shall complement and prevail over the provisions of the General Conditions.

CLAUSE 1 - DEFINITIONS

INSURED PERSON: person or entity in whose interest the contract is concluded, owner or proprietor of the insured animal;

INSURED ANIMAL: duly licensed pet (Dog or Cat) identified in the Particular Conditions of the Policy;

DISEASE: any change in the health status of the Insured Animal not caused by an accident since the onset of the corresponding symptoms and/or diagnosed by a veterinarian;

CLAIM: any fortuitous, violent, sudden and abnormal event covered by the guarantees of this contract, all episodes or pathologies resulting from the same disease or accident being considered a single and the same incident, even if they occur at different times throughout the annuity, therefore, any instalments due in this framework shall be subject to the capital limit per claim and other conditions provided for in the applicable General, Special and Particular Conditions;

DOMICILE: usual address, in Portugal, of the Insured Person;

PRE-EXISTING CONDITION: considered as existing prior to the insurance contract, and therefore excluded from the scope of coverage, any illness or injury of the insured animal of which the Policyholder could not have been unaware of, or of which they should have been aware of, prior to the date of underwriting the insurance, due to its having been the subject of clinical research, a veterinarian act or previous treatment, or whose signs and symptoms were evident on the date of the aforementioned underwriting;

CONGENITAL DISEASE: disease present at birth, as a result of hereditary factors or conditions verified during pregnancy up to the moment of birth. Congenital disease may be evident or recognised immediately after birth or be discovered later at any time during the life of the animal, without prejudice to its nature;

VETERINARIAN: graduate of a faculty of veterinary medicine, legally authorised to practise the profession, registered and recognised by the Veterinarians Association;

PET PASSPORT: mandatory document, issued by a veterinarian legally authorised to do so, certifying that animals have their vaccines up to date and are in compliance with all veterinary rules for travel between Countries of the European Union;

PET PASSPORT: mandatory document, issued by a veterinarian legally authorised to do so, certifying that animals have their vaccines up to date and are in compliance with all veterinary rules for travel

between Countries of the European Union;

TREATMENT: set of means and procedures of any kind, whether pharmacological, surgical or physical, whose purpose is the cure or relief of diseases or symptoms, during and after the making of a diagnosis, even if presumptive.

CLAUSE 2 - OBJECT OF THE GUARANTEE

When expressly set forth in the Particular Conditions, this Special Condition guarantees, through the Insurer's Assistance Service, coverage of the risks referred to in Clause 4, within the limits and under the conditions enshrined in the applicable General, Special and Particular Conditions.

CLAUSE 3 - COVERAGE EXTENSIONS

1. Upon payment of the premium surcharge due and when expressed in the Particular Conditions, the guarantees provided for in this Special Condition shall be valid in case of travel to other European Union countries, upon verification of the following requirements:

- a. The travel period cannot be longer than 30 days and occurs within the period of validity of the Policy;
- b. The journey must start and end in Portugal;
- c. The Insured Person holds the Pet Passport for the insured animal;
- d. All legally mandated requirements for the Pet Passport are met;
- e. The transportation conditions of the insured animal comply with all the rules and procedures legally defined for such transportation.

2. Upon payment of the premium due and when expressed in the Particular Conditions, the guarantees provided for in this Special Condition are valid in the event of a Hunting accident.

3. On the date of underwriting of the insurance, only the following animals shall be covered by the guarantees mentioned in Clause 4:

- a. Animals aged between 4 weeks and 8 years;
- b. Animals properly identified with a microchip and vaccination certificate.
 - i. For cats, electronic identification may, alternatively, be provided using the corresponding city licence, which includes the name, gender, age, breed, height, coat and distinguishing marks;
 - ii. For dogs that, due to their age, have not yet been microchipped, electronic identification may, alternatively, be provided using the corresponding city licence, which includes the name, gender, age, breed, height, coat and distinguishing marks. However, in these cases the Insured Person is required, as soon as the animal has been microchipped or no later than the date of the first policy renewal after inclusion of the animal in the policy, to provide these elements to the Insurer, under penalty of the guarantees mentioned in Clause 4 not being activated.
- c. Animals enjoying good health and with no physical disability or injury.

CLAUSE 4 - GUARANTEES

1. Miscellaneous Information

The Insurer, through its Assistance Service, shall be responsible for providing information concerning:

- a. Emergency veterinary clinics operating 24 hours a day (addresses and telephone numbers), in Portugal and abroad;
- b. Veterinary clinics (hours, addresses and telephone numbers), in Portugal and abroad;
- c. Clinics that perform X-rays and tests, in Portugal and abroad;
- d. Clinics dealing with the necessary formalities in the event of the animal's death, in Portugal;
- e. Veterinary home assistance, in Portugal;
- f. Hotels for dogs and cats (hours, addresses and telephone numbers), in Portugal;
- g. Training schools (hours, addresses and telephone numbers), in Portugal;
- h. Breeders (addresses and telephone numbers), in Portugal;
- i. Exhibitions and competitions (dates, locations and cost), in Portugal;
- j. Information on breeds, in Portugal;
- k. Documents required by law, in Portugal and abroad;
- l. Companies that perform shearing and bathing services, in Portugal;
- m. Animal transport companies, in Portugal;
- n. Pet-friendly hotels, in Portugal and abroad;
- o. Vaccines, in Portugal;
- p. Assistance to abuse animals, in Portugal;
- q. Animal adoption, in Portugal;
- r. Formalities to be completed in the event of the Insured animal's death, in Portugal.

2. Search for a missing pet

In the event of disappearance of the Insured animal, the Insurer, through the Assistance Service, shall bear the costs related to the following:

- a. Sending a notification with a photograph of the Insured animal to a local newspaper covering the area where the Insured Person's domicile is located in Portugal, bearing the expenses of publication in the classifieds section in A8 (52 x 74 mm) format for a maximum period of one week;
- b. Sending a written communication to a maximum of five local entities that act in the interests of animals, such as veterinary clinics or animal welfare associations.

3. Insured Animal Custody

In the event of the Insured Person's hospitalisation, following a sudden illness or accident, for a period of more than two days and where the Insured animal cannot be provided with the necessary care, the Insurer, through the Assistance Service, shall cover the cost of keeping the insured animal in a kennel or cattery up to the stipulated limit in the Special Conditions.

4. Search for a Pet

Based on the selection criteria provided by the Insured Person, the Insurer, through its Assistance Service, shall:

- a. Send a notification reporting interest in finding a pet to a newspaper with national coverage, covering the expenses of publication in the classifieds sections in A8 (52 x 74 mm) format for a maximum period of one week;
- b. Send communications to a maximum of five national entities that act in the interests of animals, such as animal welfare associations;
- c. Search for information in specialised databases of qualified providers.

5. Legal Defence

The Insurer, through its Assistance Service, guarantees payment to the Insured Person of amounts paid for solicitor's fees and legal fees, arising from the defence in civil or criminal proceedings, due to material and bodily damages caused by and to the Insured animal, up to the capital set out in the Special Conditions.

6. Veterinary and Medication Assistance

The Insurer, through its Assistance Service, pursuant to the terms and limits established in the Particular Conditions, guarantees refund of veterinarian and medication expenses, minus deductible, borne with the Insured animal as a result of an accident or illness, such as:

- a. Surgical operations;
- b. Treatments, in particular those resulting from complications arising from birth or miscarriage;
- c. Veterinarian's fees;
- d. Analysis and auxiliary diagnostic tests;
- e. Admission to a kennel or cattery.

7. Organisation of Funeral Services

In the event of death of the Insured animal, the Insurer, through its Assistance Service, shall assist in the formalities and organise a funeral service at the Insured Person's request. The service costs shall be borne by the Insured Person.

8. Funeral and Euthanasia

- a. This coverage is exclusive to the 'PLATINUM' and 'PREMIUM' coverage options and always operates under the system of benefits in the network of veterinary providers agreed with the Insurer, as defined in the Particular Conditions.
- b. The Insurer, through its Assistance Service, and upon prior contact with the Policyholder, guarantees, under the terms and limits set out in the Particular Conditions, the costs of organising the funeral service in the event of the death of the insured animal in Mainland Portugal, due to accident or disease, namely regarding:
 - i. Collection of the insured animal;
 - ii. Individual cremation in a specific crematorium for pets, with issuance of the individual cremation certificate; and
 - iii. Delivery of ashes after cremation in a biodegradable urn.
- c. In the event of death by euthanasia, due to illness or accident of the insured animal, the Insurer, through its Assistance Service, and through prior contact of the Policyholder, guarantees, under the terms and limits set out in the Particular Conditions, refund of the expenses borne with euthanasia and the funeral.

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- d. The guarantee of refund of euthanasia expenses shall only be valid in case of illness or accident and when prescribed and carried out by a veterinarian.
- e. To the funeral, as a result of euthanasia, the provisions of subparagraph b) shall apply.
- f. The capital defined in the Specific Conditions for the Funeral and Euthanasia coverage corresponds to the maximum amount supported in each annuity for all the guarantees defined in this coverage.
- g. This coverage shall have a 90-day grace period.

9. Vaccines

- a. The Insurer, through its Assistance Service, and through prior contact with the Policyholder, guarantees, under the terms and limits set out in the Particular Conditions, vaccination of the insured animal, whenever prescribed and carried out by a veterinarian.
- b. The deductible indicated in the Particular Conditions of the policy shall apply to this coverage, on the first use of the coverage in each annuity.
- c. The Leishmaniasis vaccine is excluded from this coverage.
- d. Coverage is exclusively guaranteed in the scheme of benefits in the network of agreed veterinary providers with the Insurer, as defined in the Particular Conditions.
- e. This coverage shall have a 90-day grace period.

CLAUSE 5 - EXCLUSIONS

1. In addition to the exclusions established for each of the guarantees and those contained in the General Conditions of the Policy, the following situations are also excluded:

- a) Those resulting from events that took place before this contract came into force;
- b) Those caused by intent or gross negligence of the Insured Person;
- c) Those arising from betting, participation in sports competitions and training for these competitions;
- d) Those involving non-compliance with the legislation in force;
- e) Those involving animals without a microchip or that are not licensed or registered;
- f) Those resulting from earthquakes, tsunamis, cyclones, floods and other natural disasters;
- g) Those involving the treatment of congenital, genetic or pre-existing illnesses, deformities or anomalies on the contract start date;
- h) Those involving prostatic, testicular, uterine, ovarian and mammary pathology in animals aged over six years, even if prescribed and certified by a veterinarian;
- i) Those resulting from aesthetic and plastic surgery and treatments with no therapeutic objectives, aimed to mitigate or correct congenital anomalies, illnesses and defects, namely tail docking, dewclaws and claw trimming;
- m) Those resulting from non-vaccination for infectious hepatitis, kennel cough, distemper, rabies, leptospirosis, parvovirus, coryza, typhus, panleukopenia, calicivirus and feline leukaemia;
- k) Those resulting from epidemic diseases;
- l) Those involving the purchase of eating and dietary products and supplements, pre- and pro-biotic and nutraceuticals, even if prescribed by the veterinarian as an adjunct to the well-being/improvement of the insured animal's condition;
- m) Those involving baths, shearing (even if prescribed by the veterinarian), dewormers, consultations, treatments and medications in areas that are not recognised by the

Veterinarians Association, as well as treatments and medicines in the areas of acupuncture, homeopathy, chiropractic and nutrition;

- n) Those involving medicines and treatments for aesthetic, cosmetic and hygiene purposes, even if prescribed by the veterinarian as an adjunct to the treatment and to the well-being/improvement of the insured animal's condition;**
- o) Those involving incidents outside the countries mentioned in the Pet Passport;**
- p) Those where any of the terms required in the Pet Passport are not met;**
- q) Those involving prostheses and orthoses of any category, as well as other items of medical treatment and correction not surgically indispensable;**
- r) Those involving expenses related to sterilisation, castration and ovariohysterectomy carried out with a merely preventive nature and situations that do not result from illness or accident included in the Veterinary and Medication Assistance Coverage;**
- s) Those involving infertility or birth control tests, even if prescribed by the veterinarian as an adjunct to pathological treatment and to the well-being/improvement of the insured animal's condition;**
- t) Those involving any stomatological diseases;**
- u) Those involving atopic dermatitis;**
- v) Those involving behavioural, psychiatric or psychological diseases;**
- (w) Those involving any hospitalisation costs, as well as control and diagnostic tests related to Leishmaniasis.**

2. Save when Coverage Extension - Hunting Extension is underwritten, expressly mentioned in the Particular Conditions, benefits resulting from hunting accidents shall also be excluded.

3. Save when underwritten and expressly mentioned in the Particular Conditions, benefits arising from funeral service, vaccination and euthanasia costs, even if prescribed and certified by a veterinarian, shall also be excluded.

CLAUSE 6 - START AND DURATION OF GUARANTEES

1. Without prejudice to the obligation to pay the premium, the start of coverage of the guaranteed risks is provided for in the Particular Conditions.

2. Only claims occurring during the term of the contract shall be covered.

3. In case of illness of the animal, only claims occurring after 90 days from the start date of the contract shall be covered.

4. Payments to be made by the Insurer for a claim may not exceed the capital available in the hedging for the duration of the occurrence of the claim, regardless of the date on which the benefit is due.

CLAUSE 7 - PROCEDURES IN CASE OF CLAIM

1. The Insured Person or a person appointed by them, when contacting the Insurer's Assistance Service, must provide precisely:

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- a) The full identification of the Insured animal and the corresponding policy number, as well as the name of the Policyholder or the Insured Person;
- b) The type of Assistance needed.

2. If requested, the Insured Person must deliver copies of the documents requested by the Insurer and that are proven to be necessary for the correct management and settlement of the Claim.

CLAUSE 8 - OBLIGATIONS OF THE POLICYHOLDER AND INSURED PERSON

In addition of the provisions of the General Conditions, in the event of an accident covered by this contract, the Policyholder or the Insured Person undertakes to:

- a) Go to a veterinarian and follow their prescriptions, giving the animal all the care it needs;
- b) Submit the invoices for expenses within a maximum of 120 days from the date of their realisation, under penalty of expiry of the right to refund, which includes:
 - The identification of the Policyholder or the Insured Person, full address and identification of the animal;
 - The description of the service provided, in particular a statement of the medical acts performed and the date of their performance, the medication administered and materials used;
 - The number of days of hospitalisation in the event of assistance involving hospitalisation.
- c) Submit a medical report with the identification of the animal, description and date of occurrence, presumptive diagnosis, definitive or differential diagnosis made and corresponding etiology, treatment administered and current clinical situation of the animal where it must be included the professional licence sticker of the corresponding veterinarian and signature, as well as a copy of all exams/tests performed.

CLAUSE 9 - LIMITS AND CAPITALS

Guarantees	Capital Limits		Deductible	PLUS OPTION	PLATINUM OPTION	PREMIUM OPTION
	Per claim	Per annuity				
1. Miscellaneous Information	Unlimited		-	O	O	O
2. Search for a missing pet	€500 per annuity		-	O	O	O
3. Insured Animal Custody	Unlimited (1)		-	O	O	O
4. Search for a Missing Pet	€500 per annuity		-	O	O	O
5. Legal Defence	€500 per claim and per annuity		-	O	O	O
6. Veterinary and Medication Assistance			(2)	€600	€1 200	€2 200
7. Organisation of Funeral Services	Unlimited		-	O	O	O
8. Funeral and Euthanasia	€100 per claim and per annuity		-	X	O	O
9. Vaccines	€100 per claim and per annuity		(3)	Optional	Optional	Optional

(1) Unlimited capital with a maximum of five days

(2) 10 % of the claim value of at least €25

(3) €25 per annuity. The deductible applies on the first use of coverage on each annuity.

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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.